

**MIDDLETON SELECT BOARD**  
**MEETING AGENDA**  
**GYMNASIUM, FULLER MEADOW SCHOOL**  
**143 SOUTH MAIN STREET, MIDDLETON, MA 01949**  
**TUESDAY, JUNE 28, 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>

*Please note this meeting will take place in the Gymnasium of Fuller Meadow School in order to ensure adequate space for attendees. The meeting cannot be live streamed from this location but will be recorded for rebroadcast. The meeting is available via Zoom at the link above.*

- |         |                                                                                                                                                                                                                                                       |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7:00 pm | 1. Business <ul style="list-style-type: none"><li>a. Warrant: 2227</li><li>b. Minutes: June 14, 2022, open session minutes and executive session minutes</li><li>c. Town Administrator Updates and Reports</li></ul>                                  |
| 7:10 pm | 2. Public Comment                                                                                                                                                                                                                                     |
| 7:20 pm | 3. Review and discuss revised conservation restriction at Camp Creighton Pond with Chris LaPointe of Greenbelt; votes may be taken                                                                                                                    |
| 7:30 pm | 4. <b>7:30 Public Hearing:</b> On the application of Petro Holdings Inc. (d/b/a Petro Home Services) for a new Land License to store flammables, combustibles or explosives on land located at 336 North Main St. in Middleton MA; votes may be taken |
| 7:40 pm | 5. Discuss Chapter 40B process, including Local Initiative Program (LIP) with Town Counsel Jay Talerma; votes may be taken                                                                                                                            |
| 8:00 pm | 6. Discuss and designate members to the Health Director Screening Panel; votes may be taken                                                                                                                                                           |
| 8:10 pm | 7. Review and vote on committee (re)appointments – see attached; votes may be taken                                                                                                                                                                   |
| 8:15 pm | 8. Review and discuss FY22 year-end transfers of appropriations; votes may be taken                                                                                                                                                                   |
| 8:20 pm | 9. Review and accept grant to the Middleton Cultural Council from the Massachusetts Cultural Council in the amount of \$6,100; votes may be taken                                                                                                     |
| 8:25 pm | 10. Updates & Announcements                                                                                                                                                                                                                           |

Upcoming Meetings:	July 12	Regular Select Board meeting
	July 28, 6PM	Public Facilities Presentation
	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.*

MEETING MINUTES  
**SELECT BOARD**  
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER  
143 SOUTH MAIN STREET, MIDDLETON, MA 01949  
TUESDAY, JUNE 14, 2022  
7:00 PM

This meeting was recorded

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

*Absent: Rick Kassiotis*

*Others Attending: Town Administrator Andy Sheehan, Assistant Town Administrator/HR Director Jackie Bresnahan, Minutes Secretary Meredith Carlile, Minutes Secretary Judi Stickney, Domenic Casamassima, Chris LaPointe, Paul Pellicelli*

**7:03 PM** With a quorum present, Chair Prentakis called the meeting to order.

**7:04 PM BUSINESS**

- **Warrant Approval:** Town Administrator Andy Sheehan provided a brief review of Warrant #2226: Payroll: \$781,059; Bills Payable: \$1,072,678; 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 31<sup>st</sup> meeting and, after amendments, took the following action:

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

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

- **Informational Session on Development of Angelica's Property:** Sheehan reported that there will be a joint meeting of the Select Board, Zoning Board, and Planning Board on Wednesday, June 15<sup>th</sup>, at 6:30 PM in the Flint Library. Sheehan added that it is purely an informational meeting, not a hearing. It is an opportunity to get information from the developer, who is proposing 200 housing units and 7,000 sq. ft. of commercial space at the former Angelica's Restaurant. Sheehan provided the Board with information on Chapter 40B housing, which may be an avenue the developer will pursue. A lengthy discussion ensued on 40B and LIP housing.
- **Building Design Committee Upcoming Meetings:** Sheehan advised that the Town Building Committee will be having a public presentation by Context Architecture and PCA360, talking

about concepts and updates. The first public presentation will be next Tuesday at the Flint Library. They expect to hold a second presentation in the fall.

**7:55 PM Public Comment Period:**

- Domenic Casamassima, Masconomet School Committee, introduced himself and advised he is the Masco liaison to Middleton. He encouraged any Board member or resident to contact him if they have any questions on Masconomet or if he can assist in any way. He provided a brief update on upcoming events, including the Small-Town Hero Awards Ceremony on June 16<sup>th</sup>, honoring members of the Tri-Town for their work in the communities. He began a discussion on the proposed housing, requesting that the Town keep the residents informed. He also expressed his concern about traffic and speeders on Route 114 and asked the Board to look into a town-wide speed limit in town. Select Board member Cresta provided Casamassima with information on the town-wide speed limit option, adding that the Board will revisit it again in the future.

**7:59 PM Review Conservation Restriction on Camp Creighton Pond:** Chris LaPointe, Vice President of Greenbelt, met with the Board to review the Conservation Restriction on Camp Creighton Pond at 210 Essex Street. LaPointe provided the Board with a copy of the Conservation Restriction before the meeting. After a brief discussion, he requested that the Board approve the Conservation Restriction. The Board took the following action:

On a **MOTION** made by **Cresta**, second by **Carbone**, the Select Board **VOTED** unanimously to approve the Conservation Restriction, pending review of Town Counsel, with thanks to Greenbelt, DCR, and the Boys and Girls Club for coming together on this.

**8:02 PM Review Waiver Request from Catherine Crowley at Oakdale Cemetery:** Town Administrator Andy Sheehan advised that Catherine Crowley was unable to attend tonight. Assistant Town Administrator Jackie Sheehan provided the Board with details on the discussions she had with cemetery worker, Scott Saulnier and DPW Superintendent Paul Goodwin. She also read aloud a statement from Catherine Crowley, noting that they have had two other members from her family who have passed away since the monument was installed in the cemetery and there is not enough room on the monument for the additional names. Mrs. Crowley added that in Ireland, where she emigrated from, each person has their own monument. She didn't know things were different here. Bresnahan noted that the waiver is a request for a monument in excess of the allowable dimensions for a four-grave lot at Oakdale Cemetery. After a lengthy discussion, the Board took the following action:

On a **MOTION** made by **Garber**, second by **Carbone**, the Select Board **VOTED** unanimously to approve the waiver of the height restrictions to allow 3'10" as depicted in the information they were provided.

**8:11 PM Review a Petition to the General Court Requesting Additional Liquor Licenses:** Assistant Town Administrator Jackie Bresnahan provided the Board with a list of currently active liquor licenses in town. A discussion ensued on how many additional on-premises retail, and off-premises retail liquor licenses they should pursue on the Petition to the General Court. Chair Prentakis suggested for 2 additional seasonal licenses, 2 off-premises all liquor, 2 wine and malt off-premises, and 2 wine and malt on-premises.

On a **MOTION** made by **Cresta**, second by **Garber**, the Select Board **VOTED** unanimously to include on the Special Town Meeting warrant requests for the following additional licenses: 2 seasonal, 2 off-premises all liquor, 2 wine and malt off-premises, and 2 wine and malt on-premises.

**8:29 PM Review Composite Performance Evaluation of Town Administrator:** Board member Brian Cresta provided information on the annual review of the Town Administrator, noting that the Board got off-track with COVID, but they are back on track at this time. Cresta reviewed the process they used to evaluate the Town Administrator. He provided the composite scores given by the Board members, noting that Sheehan's overall score was 3.75 and, in all categories, between "Meets Expectations" and "Exceeds Expectations". Cresta continued with comments, strengths, and areas for improvement. 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 composite scoring for the Town Administrator, as detailed in the Assistant Town Administrator's package.

**8:52 PM Review Select Board and Town Administrator Goals for FY2023:** The Board briefly reviewed the goals provided by the Assistant Town Administrator. A discussion ensued on the goals and they will have this on the agenda for a future meeting to see where they are and what they still need to accomplish.

**8:56 PM Review and Vote on Amendment to State and Federal Grants Policy:** Town Administrator Andy Sheehan provided the Board with State and Federal Grants Policy to review and vote to approve the amendments: Procedure for Determining Allowable Costs, Subrecipient Monitoring and Management, and Federal Cash Management. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Carbone**, the Select Board **VOTED** unanimously to amend the State and Federal Grants Policy, as provided in the documents.

**8:59 PM Review and Vote on (Re)Appointments:** The Board received a list of people who sent letters of interest in being reappointed, or appointed to the following committees: Cultural Council, Historical Commission, Industrial and Commercial Design Review Committee, Memorial Day Committee. 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 appoint Michael Givens and Meghan Walter for three year terms, ending June 30, 2025, to the Cultural Council.

On a **MOTION** made by **Garber**, second by **Carbone**, the Select Board **VOTED** unanimously to appoint Anne Cote and Pike Messenger to the Historical Commission.

On a **MOTION** made by **Garber**, second by **Cresta**, the Select Board **VOTED** unanimously to appoint Linda Richards (through June 30, 2025), Sarah Luscomb (through June 30, 2023), and Kendra Petrone (through June 30, 2024) to the Industrial & Commercial Design Review Committee.

On a **MOTION** made by **Cresta**, second by **Garber**, the Select Board **VOTED** unanimously to appoint Javier Montanez, (through June 30, 2025), Mira Plante (through June 30, 2025) and Jillian Kemp (through June 30, 2024) to the Memorial Day Committee.

After the vote, Chair Prentakis advised that there are still many people needed to fill the vacancies on various boards and committees. Assistant Town Administrator

**9:07 PM Updates & Announcements**

- **Tri-Town Regional Planning Committee:** Chair Prentakis reported that the Tri-town Regional Planning Committee met earlier today. Andrew Praizer from Topsfield is the Chair and Michelle Aiken from Middleton is the Vice-Chair. They will begin meeting regularly in September on the third Thursday of each month.
- **Chief Will's Day:** Chair Prentakis announced that June 18<sup>th</sup> is Chief Will's Day, adding that Jason Vining is the coordinator of volunteers and encouraged anyone interested in volunteering to contact Jason.

**9:09 PM Executive Session**

On a **MOTION** made by **Cresta**, second by **Garber**, the Select Board **VOTED** unanimously to go into Executive Session, pursuant to Mass. General Law chapter 30A, section 21(a)(2) with respect to the Police Captain's agreement and other non-union personnel and chapter 30A, section 21(a)(3) with respect to collective bargaining with the Middleton Police Benevolent Association and other units and litigation.

**10:42 PM Adjourn**

With no further business, on a **MOTION** made by **Cresta**, the June 14<sup>th</sup> meeting of the Select Board adjourned at 10:42 PM.

Respectfully submitted,

  
Judith A. Stickney, Minutes Secretary

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Jeff Garber, Select Board Clerk

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

- Agenda: June 14, 2022
- Warrant #2226: Payroll: \$781,059; Bills Payable: \$1,072,678
- Minutes:
  - May 31, 2022
- Letter with related attachments from Greenbelt to Select Board, re: Conservation Restriction, 210 Essex Street, 6/8/22
- Colizzi Memorials Specification Sheet on Crowley Granite Memorial Headstone
- Chapter 378 Oakdale Cemetery Provisions
- Memo and related material from Assistant Town Administrator to Select Board and Town Administrator, re: Liquor Licensing, 6/9/22
- Memo and related material from Assistant Town Administrator to Select Board and Town Administrator, re: Select Board and Town Administrator Goals FY 2023-2025, 6/9/22
- Financial Administration of Grants Policies and Procedures, Revised 6/14/22
- Select Board Appointees and Letters of Interest
- Town of Middleton Town Administrator Performance Evaluation Instrument Composite Evaluation Completed 6/10/2022



# TOWN OF MIDDLETON

195 North Main  
Street  
Middleton, MA  
01949  
Ph: 978-777-8917  
Fax: 978-774-0718

## **JOINT MEETING:**

### **SELECT BOARD PLANNING BOARD ZONING BOARD OF APPEALS DOWNTOWN DEVELOPMENT DISCUSSION**

#### **MEETING MINUTES**

June 15, 2022

6:30 PM

Flint Public Library, 1 South Main St., Middleton, MA 01949

**Wednesday, June 15, 2022 6:30 PM – 7:45 PM \* This meeting will be a hybrid of in-person and remote viewing via Zoom. The meeting will also be video recorded and copies of the video will run on the local cable access stations. The public is invited to either attend the meeting in-person or watch the meeting as a muted participant via Zoom:**

**<https://us02web.zoom.us/j/85199434796?pwd=Zlp2dkNPakhJcHdNb3NkekhNRW01UT09>**

#### **Select Board:**

Kosta Prentakis, Jeff Garber, Brian Cresta, Debbie Carbone

#### **Planning Board:**

Brian Carroll, Nick Bonugli, Lisa Sheehan, Anthony DeGregorio, Jason Bernhard

#### **Zoning Board of Appeals:**

Craig Hartwell, Carolyn D'Amato, Ann Cote

#### **Town Staff:**

Town Administrator Andy Sheehan; Assistant Town Administrator Jackie Bresnahan; Town Planner Katrina O'Leary

#### **Villebridge Development:**

Lars Unhjem, Villebridge Development LLC  
Ed Bradford, architect with TAT Architecture and other team members

Kosta Prentakis, Select Board, called the meeting to order at 6:30 P.M.

#### **DOWNTOWN DEVELOPMENT DISCUSSION:**

Downtown development proposal for a mixed-use Development on the former Angelica's parcel at

***SELECT BOARD, PLANNING BOARD, ZONING BOARD OF APPEALS***

***June 15, 2022***

49 So. Main Street.

Town Administrator, Andy Sheehan, discussed the four different pathways that the developer can decide to take. The options are: 40B – so called “Anti-Snob” Zoning Act, use variance site plan approval process, rezoning of the parcel, or Chapter 40R Smart Growth Zoning District. Mr. Sheehan went on to explain what 40B affordable housing is. Each community affords 10% of the town’s housing to be affordable, Chapter 40B, units. Middleton is under 10% as of now. ZBA is the responsible permitting board. There will be a mix of 1, 2, and 3 bedroom units.

Mr. Sheehan then opened the discussion up to the developer Lars Unhjem, Villebridge Real Estate Development. Mr. Unhjem spoke about the project, adding that it will allow for much needed housing in Massachusetts. He reviewed the development team and the site overview, and reiterated the available pathways they could choose from, as previously mentioned by Mr. Sheehan.

Ed Bradford, Principal at TAT presented the proposed designs of the complex.

Mr. Unhjem gave the rates for the apartments, number of parking spots, trash/recycling information, etc. He continued on with the issue of traffic in the area as well as the assessment on the number of school-aged children proportion of the project.

Mr. Sheehan opened the meeting up to the public for questions. (Q=question, A=answer, C=comment)

Q. How many stories is the building in total?

A. It will be 5 stories at its highest point.

Q. With the number of units proposed, will we be at the 10% of required 40B units?

A. Mr. Unhjem explained the difference between rental and owned units that make up the total of the 10%.

C: A town member doesn’t believe this is the appropriate site for this project. She suggested a land swap with the golf course. She believes that the pathway that will be chosen is 40B and there will be a huge hardship on public safety resources as well as traffic.

A. Mr. Sheehan stated that we cannot swap the site to the golf course as there are deed restrictions that came with the golf course when the town bought it.

Q. Julie Silzinki - What does the back of the building look like while viewing it from Boston Street?

A. Mr. Unhjem does not know at this time.

Q. Will the parking garage be recessed at grade or subgrade.

A. Design is at grade.

Q. Megan Walter - The plan currently shows only 31 parking spots for 7000 sf. of retail space to share among employees and patrons. How will this work?

A. This depends on the use (which is undetermined as of yet) and will depend on the number of patron vs employee spaces. There are a number of different ways to address this and create

more parking for the retail space, should it be used as such.

Q. Is there an easement from Rowell Lane?

A. No. Currently there is a gate that the Fire Dept. will have to unlock, using a key fob, to obtain entry.

Q. Given the current drought situation, how do we accommodate an additional 200 units and a swimming pool?

A. We don't have the answer to that yet.

Q. An owner from Rowell Lane wants to know how storm and wastewater will be handled, as well as the impact on the water table.

A. We don't have the answer to that yet. An analysis will have to be done on this.

Q. What is the likelihood of this project going forward if the town members are opposed?

A. Mr. Sheehan said that land use projects are not approved based on popularity. If the developer wants to push forward with the proposal, he is able to do so under the 40B process and the Housing Appeals Court.

Q. How many projects have you developed on your own?

A. Mr. Unhjem answered that this is his first project.

Q. Amy Hussey - Does Mr. Unhjem own the land? If not, do we have the ability to stop this project or come up with an additional 200 affordable housing units so we do not have to go forward with this project?

A. Mr. Sheehan stated that it is hard to deny a 40B project and its economic value to the community. You cannot have too many conditions.

C. The Co-Chair of the Zoning By-Law Review committee stated that the developer applied for a variance to bypass the by-laws in order to push the 40B project forward faster and cheaper. The by-laws should be equitable for all. They asked for a variance that the town should be denying.

Q. How can the town assure the variance is denied?

A. We can't. The ZBA is who approves or denies the variances.

C. A town member stated that this location is horrible for managing traffic and water. He vows that he will not be voting for any official that approves the plan.

Q. Why does the project have to be here? Is there any other land in the town where it can be built?

A. We have been looking for opportunities for a while. This space happened to work out and it benefits the project that it is on two adjacent main roads.

C. Joe Broderick - The traffic problem is unbelievable right now. This new project is going to create even more traffic issues. Please find a new spot.

Q. Linda Parker - Are you aware that there is no public transportation in Middleton? If you do go ahead with this project, are you willing to make 114 into a 4-lane highway?



- A. Mr. Unhjem needs to have the traffic study completed and will discuss with the town and MA Dot to help achieve the solution for the traffic.
- Q. Alison Stone - You can save money on your parking study by just parking there for a day and see for yourself. Have you taken into consideration the new municipal building and the traffic coming on and off 114? How do you think the town will be impacted by the large population increase?
- A. Again, Mr. Unhjem reiterated that traffic studies will be completed and discussion with the town will continue.
- Q. This building doesn't fit into the colonial, old town feel that we have created in Middleton. Is it appropriate for Middleton? How about using the Candlelight Inn location?
- A. We have gotten feedback about the type of design the town would want to see. Something similar to the Flint Library.
- Q. Who did you speak to about the design fitting into Middleton's vision?
- A. We have had conversations about the design and it has been our effort to incorporate accents, such as brick walls like the library. Abutters were not required to be notified.
- Q. What are your contingencies to purchasing the property? Will you be open to compromising with a citizen design committee before going forward with the project?
- A. We have not purchased the property as of yet. Contingencies are based on permitting. Mr. Unhjem will not state the contingencies. We are open to following whatever path the permitting committee recommends. This project is a process and a dialogue with the community. This is the very early stages of development.
- Q. Arabella Thomas - She did an independent traffic study and there have been 90 accidents at that intersection in the last 4 years. Who is paying for the traffic study provided by the developer? And is the town going to get an independent traffic study that is not paid for on the developers behalf?
- A. Mr. Unhjem stated that his firm will be paying for the traffic study. There are two parts to a traffic study. First is data collection, which is done by a third party company that we hire. Second, there is the data analysis which is completed by a traffic consultant. Once the information is submitted to the town, the town hires a traffic consultant to peer-review the report. This is also paid for by us.
- Q. The developers brought their counsel from Boston. Did the town hire council on the 40B project?
- A. The town council will be brought in if and when necessary.
- C. A town member is excited for the project. She is a homeowner that lives close by to the proposed project and would be happy to be able to walk to a retail shop. She commented on the price of apartments, and recommended finding a grocery store to be one of the retailers in the new building. As Market Basket is too far of a walk from that part of town.
- Q. What will the impact be on town services with 200 new units? The Fire Dept, Police Dept, and Public Health Services are overwhelmed and without enough personnel as it is. The same question goes for the schools. How will this all impact our taxes?
- A. Mr. Sheehan doesn't have an answer right now. An analysis will have to be done once the project is finalized.
- Q. Does the town anticipate having to hire more public safety employees? Will we have to rely on

- only mutual aid?
- A. There is a grant for 4 full-time firefighters. We acknowledge that we have to look at the public safety employees needed. Mutual aid is something that all towns use.
  - C. We will definitely have to hire more public safety employees which is going to increase our taxes significantly.
  - A. Mr. Sheehan will have to analyze this with the town. He does not have a timeline for when this will take place.
  - Q. Mr. LeBlanc - How many cars will be coming in and out of this place daily? I live directly across the street. Outside dining will cause more noise which we have to listen to too. How is this beneficial? Do you know how much traffic there will be and how dangerous this will be for more pedestrians?
  - A. Mr. Unhjem reiterated that a traffic study has to be done and there are ways we can adjust any nuisances traffic may pose. He agreed that it is very busy and loud on 114. We intend to have landscaping that will buffer between retail and main street.
  - C. Of the 19 properties around the proposed location, the average age is over 100 years old. This proposed building does not fit in with the older, quaint model of homes abutting it.
  - Q. Brian Carrol, Planning Board Chairman- You are expecting a lot of children and there is nowhere on the plan that shows space for the children that will live in the apartments, aside from the pool area. Do you have a designated space for them?
  - A. We have not yet identified those zones as of yet. Currently, there is a dog-run planned for the site as well as a possible area for a playground. There is also ample room for indoor play space.
  - Q. Going forward, how will residents be notified of all public meetings?
  - A. Massachusetts requires at least 48 hours notice of any and all public meetings. The meetings are posted on the town's website [www.Middleton.ma.gov](http://www.Middleton.ma.gov). You can also sign up for all notifications for all meetings or select individually.
  - Q. Can you put notices on cable tv?
  - A. Mr. Sheehan said that he can look into it.
  - Q. Craig Hartwell - When is the next public meeting on this project? Who is the running point to set those meetings? In an effort to maintain transparency, we should have been notified that board chairs were meeting about this project.
  - A. Mr. Sheehan answered that there is not a date set for another meeting as of yet. Himself, Ms. O'Leary, Town Planner and some other town officials have been discussing this project. Those discussions were not subject to the Open Meeting Law requirements.
  - C. Brian Cresta, Select Board - Thanked everyone for coming. Selectmen are usually not involved in 40B projects. ZBA will be a busy board with this project. His opinion is that he doesn't want another strip mall on 114. The law does allow the community to work with the developer on 40B projects. As a town, we can be vocal in our opinion of the project but we cannot just say no, we don't want this, when there is 40B involved. The town doesn't have the ability to swap the land we have already purchased at the golf course.

- Q. A town member brought the golf course deed restriction with her and asked if the passive recreation area has to remain as passive recreation?
- A. Mr. Sheehan answered that all 55 acres had to be used for municipal purposes. Some land is to be left as a conservation area. Conservation restrictions were created by CORVO.
- Q. Mr. Sheehan asked the community what is palpable for what they would like to see at this site.
- Q. A town member asked what the town has done in the last 3 years that would put us on track to satisfy the 40B housing requirements?
- A. The process has recently completed and we are now moving forward. Town Planner, Ms. O'Leary spoke about the housing production plan, which was completed in 2019. Several recommendations were changes to our zoning. We had to have a zoning audit, which has been completed and is ready to be submitted. The next step will be for the By-law Zoning Review Committee to take the audit and we will be able to move forward. Ms. O'Leary was planning to start to put together an affordable housing trust, however that was put on hold until after the changes are made to our zoning bylaw. In sum, we have completed nothing concrete since 2019 but we are making progress toward our goals. There are vacancies for the By-law Review Committee. And a consultant will need to be hired to help with the zoning amendments.
- Q. What is the acreage of the Candlelight Inn?
- A. Mr. Sheehan said that is unknown at this time.
- Q. Carolyn D'Amato - How were the parameters and limitations of the traffic study determined prior to the assessment?
- A. Mr. Unhjem stated that a traffic study scope was shared with Ms. O'Leary, as well as Mr. Benevento, ZBA Chair. Feedback from them and Mr. Bill Renault dramatically expanded the scope of what we had 3-fold. We are open to discussing doing more.

Barbara Piselli stated that the Zoning By-Law Review committee gave a report at the annual town meeting.

- C. It is the opinion of a town member that a 2-story garden apartment could potentially fit well in Middleton, but not as currently designed. Middleton is a town, not a city, and the current design is just a huge building for the space it is proposed in.
- Q. Jeff Davis - What is the profit/loss for 40B? How do you profit off of this? What is the impression that you have from this meeting that you didn't have before coming in?
- A. Mr. Unhjem stated that the project is economically saleable, we have evaluated the profit/loss. We have not heard a lot tonight that we haven't heard before. We have heard the level of intensity surrounding it. The project is a way to help with housing, while there may be detriments in other aspects. We are trying to compromise and propose a project that has some positives and not just negatives.
- Q. Is there an opportunity for focus groups to form to discuss the architecture and development of the site? Has anyone included River St. in any traffic studies?
- A. Yes, we are open to continue getting feedback from the community about what should go at the site. We are focused on getting the amenities right for the people that will live there as well. We will now figure out next steps with regard to going before boards as well as having more

conversations with the community. As far as River St., there are studies happening in that area now. We will take the information from those studies to see if this project will create an overwhelming traffic impact in town.

- C. Craig Hartwell -We don't want to wait on the application to the ZBA, we want to have the conversations and meetings with the various boards before this application comes before the board.
- A. We have started dialogues with town boards already. We are trying to get the process started.

Q. Is River Street going to be widened?

- A. Mr. Sheehan said there is no plan right now to expand. There is very little space to be able to do so. The project on River St. is a 14 house sub-division. There are well studied traffic studies for River St.

Q. Will the developer be willing to include River Street in their traffic study?

- A. As of now, it is not included in the traffic study. We can't take on studying all of the traffic in town. It is far removed from the project site.

Q. Mildred Clark - Offered 11 acres on N. Main to the developer if he would consider that space instead.

Q. Linda Richards - Made a comparison to this project with Berry Farms in N. Andover.

**ADJOURNMENT:**

The meeting was adjourned at 9:00 P.M.

Minutes respectfully submitted by Starcia Melara.

3.

**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. 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, 32 and 33 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 its 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 Country 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 a 112+/- acre portion of a parcel of land located at 210 Essex Street ("Premises"), which Premises are shown on the plan entitled "Conservation Restriction Plan, #210 Essex Street, Middleton, MA," prepared by Donohoe Survey, Inc. and recorded in Plan Book 41003 Plan 505 in the Essex County Registry of Deeds, South District, a reduced copy of which is included herein as Exhibit A. The Premises do not include the areas shown on said plan as "Excluded Area 1", "Excluded Area 2", or "Excluded Area 3", but the Premises do include the area shown on said plan as "Camp Building Envelope".

## **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 is 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, above or below 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 Grantees;
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 only in the “Camp Building Envelope” shown in the reduced copy of a survey 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 Paragraph III.B.1.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 and a Technology/Arts and Crafts Center with an aggregate footprint of no more than 2,500 square feet and each 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 from the Camp Building Envelope, 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 a 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 by 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 may be permitted, subject to the same limitations as roof-mounted solar energy structures, only if Grantees make a determination that roof-mounted installation is not feasible. The Parties agree that 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. 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.

- h. 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 impacts to non-target species. Any use of herbicides, pesticides or fungicides 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 Purposes or 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 Grantees 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 thirty-six (36) 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 Paragraph III.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 et.seq. in accordance with G.L. c. 132, section 40-46, as amended (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, 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 Paragraph III.B.12, in accordance with a Pond Management Plan as 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 reseeded 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.

16. Dam. 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.

17. Other Activities. Any activity or use not expressly permitted herein, and not already prohibited in Paragraph 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 or the Commonwealth take 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, each Grantee 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. Approval by only one Grantee is not sufficient to and shall not constitute approval by Grantees.
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 their 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 one or more Grantees determine that a violation of this Conservation Restriction has occurred and intend to exercise any of the rights described herein, such 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 such 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.
4. Each Grantee has independent rights under this section and is not required to coordinate or act jointly with other Grantees.

**C. Non-Waiver**

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

**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 their 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 and the parking area described in Paragraph V.B. 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 Paragraph III.B.1.a. In accordance with Paragraph

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 Paragraph III.B.8.c, for public use for the purposes described in Paragraph V.A, provided that construction, maintenance, repair 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. Grantees shall also have the right, but not the obligation to construct, maintain, and repair a parking area for up to 4 cars, surfaced with permeable materials at the location shown on Exhibit B and to permit the public enter upon and use said parking area for the public access described in Paragraph V.A.

**C.** Grantees shall have the right, but not the obligation, to erect signs at and along the Public Access Trails, and to post notice of ownership of the Premises along the boundaries of the Premises. The Grantees shall coordinate their 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. Grantees' 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 among 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 their shares 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. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee Essex County Greenbelt Association, agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner. The Grantee Commonwealth of Massachusetts acting by and through its Department of Conservation and Recreation shall be exempt from this provision and shall be permitted to acquire title to the Premises resulting in the Conservation Restriction merging into the fee.

## **X. AMENDMENT**

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

Grantor and Grantees 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.

## **XI. 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.

## **XII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing with a copy via email, and either served personally or sent by first class mail, postage pre-paid, with a copy sent by email with delivery receipt requested, 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 02114-2104

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.

## **XIII. GENERAL PROVISIONS**

### **A. Controlling Law**

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

**B. Liberal Construction**

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in 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.

**XIV. 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.



**C. Executory Limitation**

If either Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then that Grantee's rights and obligations under this Conservation Restriction shall run to the other Grantee.

**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

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

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

\_\_\_\_\_, duly authorized  
Robert Conlon, Treasurer  
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 GIUSEPPE SCIANATICO, 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 ROBERT CONLON, 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: \_\_\_\_\_  
Brad Aham  
Its: Assistant 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 Brad Aham, 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 the foregoing Conservation Restriction from BOYS AND GIRLS CLUB OF LYNN, INC. to ESSEX COUNTY GREENBELT, ASSOCIATION, INC. and the COMMONWEALTH OF MASSACHUSETTS, BY AND THROUGH ITS DEPARTMENT OF CONSERVATION AND RECREATION, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and do hereby approve in the public interest 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, by and through its 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





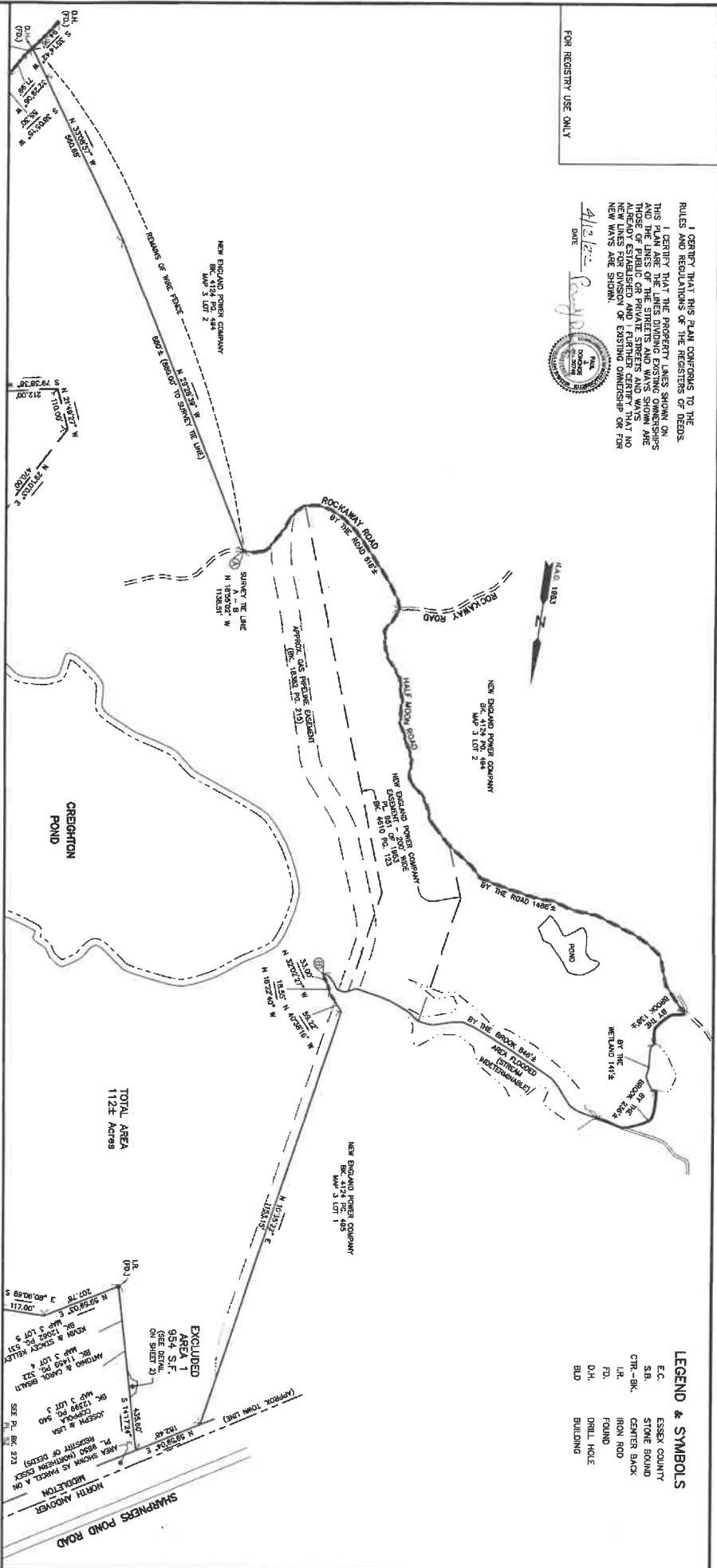
FOR REGISTRY USE ONLY

I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS. I CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE RESULT OF A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS AS NOW ESTABLISHED AND I FURTHER CERTIFY THAT NO NEW WAYS ARE SHOWN. I CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE RESULT OF A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS AS NOW ESTABLISHED AND I FURTHER CERTIFY THAT NO NEW WAYS ARE SHOWN.

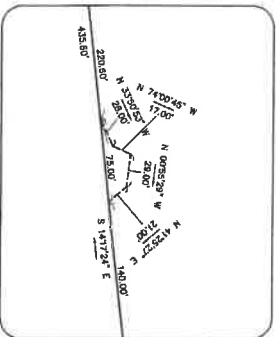
DATE 4/12/22  
DME  
DONOHUE SURVEY, INC.



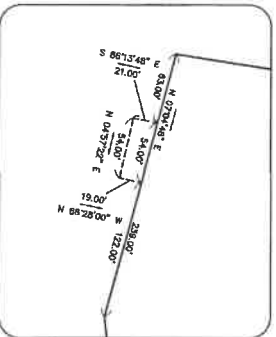
LEGEND & SYMBOLS  
E.C. ESSEX COUNTY  
S.B. STONE BOUND  
CTR-BK. CENTER BACK  
I.R. IRON ROAD  
F.D. FOUND  
D.H. DRILL HOLE  
BLD. BUILDING



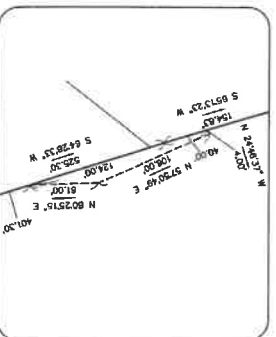
DETAIL: EXCLUDED AREA 1  
954 S.F. : 1" = 50'



DETAIL: EXCLUDED AREA 2  
1,079 S.F. : 1" = 50'



DETAIL: EXCLUDED AREA 3  
1,807 S.F. : 1" = 50'



CONSERVATION RESTRICTION PLAN

MIDDLETON, MA

PROPERTY OF  
BOYS' CLUB OF LYNN

SCALE: 1" = 120'  
APRIL 12, 2022

DONOHUE SURVEY, INC.  
363 BOSTON ST. TOPSFIELD, MA  
(978) 887-6161

**EXHIBIT B**

Proposed Public Trail



# Exhibit B

Conservation Restriction

Middleton  
112 Acres

- Conservation Restriction
- Water
- Wetlands
- Parking
- Road
- Stream
- Pond Loop
- Proposed Public Trail
- Seasonal Use



June 1, 2022

Via Electronic Mail

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

RE: Application for License under M.G.L. c. 148, §13  
336 North Main Street, Middleton, MA 01949

Dear Members of the Select Board:

Petro Holdings, Inc. (d/b/a Petro Home Services) is a home heating fuel supplier. Petro has entered into an agreement with Middleton Farms LLC (the "LLC") to lease office space and outdoor parking at 336 North Main Street, Middleton, MA (the "Property") as shown on the plan attached hereto as Exhibit A. On behalf of Petro, the undersigned hereby submits to the Select Board an "Application for a License to Store Flammable and Combustible Liquids, Flammable Gases and Solids" under M.G.L. c. 148, §13. A copy of the signed Application is attached hereto as Exhibit B. A copy of the authorization from the LLC is attached hereto as Exhibit C.

Petro will not store home heating oil or propane at the Property. Nor will it have a propane supply tank at the Property. Petro's use of the Property will involve the overnight parking of its oil and propane delivery trucks. Each morning its delivery crew will come to the Property and will leave with one of the trucks that will be driven to an offsite fueling station. At the end of the day, the delivery crew returns to the Property to drop off the trucks, which should be substantially empty. Because there will be occasions when the delivery trucks are not fully emptied and because there will be a supply of propane tanks that the drivers will deliver that could contain small amounts of propane (up to 25 gallons), M.G.L. c. 148, §13 requires that Petro obtain a License to store flammable and combustible liquids and gases and to disclose the maximum amount of fuel that can be stored in the vehicles and tanks.

As a condition to any license, Petro is required to obtain an endorsement from the Fire Chief approving the Application. In furtherance thereof, the undersigned has submitted the original Application to the Middleton Fire Department for review and endorsement. In accordance with the §13, the Select Board also is required to hold a public hearing to consider the Application. Accordingly, the undersigned respectfully requests that this matter be placed on the agenda of the Board's June 21, 2022 hearing (the "Public Hearing"). Prior to the Public Hearing, the undersigned will deliver to the Select Board the original Application with Chief Martinuk's endorsement.

Pursuant to §13, the clerk for the Select Board is required to notify the public of the date and time for the Public Hearing by placing a legal advertisement in the local newspaper no less than seven (7) days prior to the date of the Public Hearing. At the same time, the clerk is required to mail notices to all direct abutters and owners of real property located directly across the street. A copy of the certified abutters list is attached hereto as Exhibit D. Petro shall reimburse the Town for all costs associated with the legal notice as well as the abutter's notices.

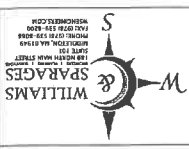
Please confirm that the Select Board will consider this matter at its June 21st meeting. Thank you for your kind attention to this matter.

Sincerely,  
MANN & MANN, P.C.  
*Jill Elmstrom Mann*

Encl.

Cc: James Salemme, General Manager Petro Holdings, Inc.  
Chief Thomas Martinuk

# **EXHIBIT A**



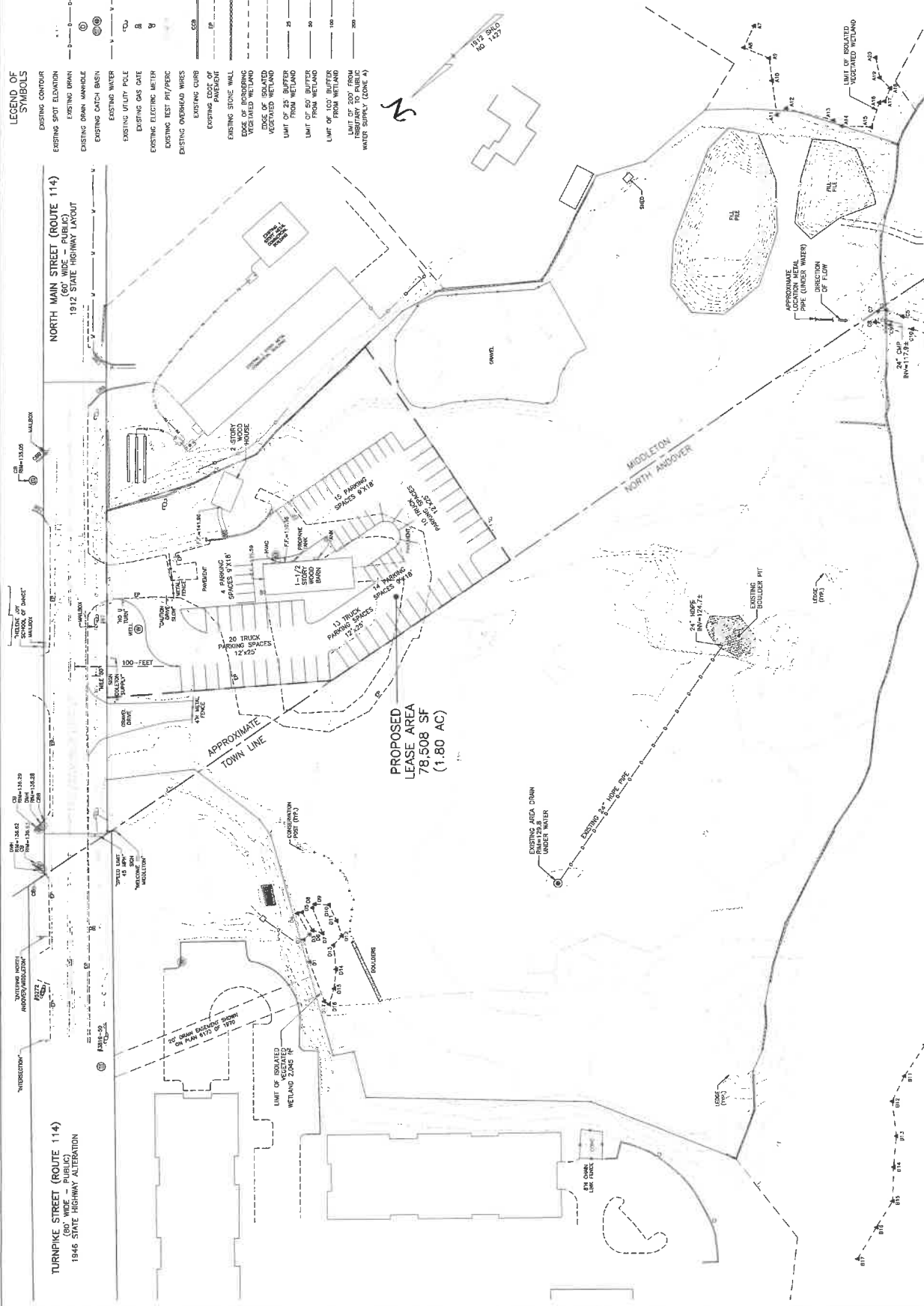
- LEGEND OF SYMBOLS
- EXISTING CONTOUR
  - EXISTING SPOT ELEVATION
  - EXISTING DRAIN
  - EXISTING DRAIN MANHOLE
  - EXISTING CATCH BASIN
  - EXISTING WATER
  - EXISTING UTILITY POLE
  - EXISTING GAS DATE
  - EXISTING ELECTRIC METER
  - EXISTING TEST PIT/PIE
  - EXISTING OVERHEAD WIRES
  - EXISTING CURB
  - EXISTING EDGE OF PAVEMENT
  - EXISTING STONE WALL
  - EDGE OF EXISTING ROAD
  - EDGE OF ISOLATED VEGETATED WETLAND
  - LIMIT OF 25' BUFFER FROM WETLAND
  - LIMIT OF 50' BUFFER FROM WETLAND
  - LIMIT OF 100' BUFFER FROM WETLAND
  - LIMIT OF 150' BUFFER FROM WETLAND
  - LIMIT OF 200' BUFFER FROM WETLAND
  - WATER SUPPLY (ZONE A)

Designed By: MEK  
Reviewed By: MEK  
Project Manager: CPS  
Job File Number: MID-270A  
Drawing Issued for Permit  
Drawing Issued for Review  
Drawing File Folder: MID-270A  
Applicant:  
Owner: Alfred J. Morrison  
Address: 36 Keweenaw Hill Road  
Middleton, MA 01930

PROPOSED LEASE PLAN  
PETRO HOME SERVICES  
336 NORTH MAIN STREET, MIDDLETON / 0 TURNPIKE STREET, NORTH ANDOVER

DRAWING: C2.1  
SHEET 1 OF 1  
APRIL 15, 2022  
SCALE: 1"=40'

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981	982	983	984	985	986	987
988	989	990	991	992	993	994
995	996	997	998	999	1000	1001



## **EXHIBIT B**





FP-002A  
(Rev. 1.2018)

*The Commonwealth of Massachusetts*  
*City/Town of* Middleton

## Application For License

Massachusetts General Law, Chapter 148 §13

☒ New License ☐ Amended License

GIS Coordinates

LAT.

LONG.

License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 336 North Main Street, Middleton, MA; Parcel ID 0009-0000-0020

Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: Middleton Farms LLC

Address of Land Owner: 58 Pulaski Street Rear, Peabody, MA 01960

Use and Occupancy of Buildings and Structures: Industrial

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

### **Flammable and Combustible Liquids, Flammable Gases and Solids**

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums
Heating Oil	3	100,000	20	Trucks

Total quantity of all flammable liquids to be stored: 100,000 Gallons

Total quantity of all combustible liquids to be stored:  

Total quantity of all flammable gases to be stored: 7,760 gallons

Total quantity of all flammable solids to be stored:

**LP-gas** (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 1.00 Table 1.12.8.50)

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 7,760 gallons Propane

List sizes and capacities of all aboveground containers used for storage: 12-120 gallon propane tanks

12- 60 gallon propane tanks 2- 2,800 gallon propane trucks

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: \_\_\_\_\_

List sizes and capacities of all underground containers used for storage: \_\_\_\_\_

Total aggregate quantity of all LP-gas to be stored: 7,760 gallons

**Fireworks** (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

- ❖ Maximum amount (in pounds) of Class 1.3G: \_\_\_\_\_ Type/class of magazine used for storage: \_\_\_\_\_

- ❖ Maximum amount (in pounds) of Class 1.4G: \_\_\_\_\_ Type/class of magazine used for storage: \_\_\_\_\_

- ❖ Maximum amount (in pounds) of Class 1.4: \_\_\_\_\_ Type/class of magazine used for storage: \_\_\_\_\_

Total aggregate quantity of all classes of fireworks to be stored: \_\_\_\_\_

**Explosives** (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

- ❖ Maximum amount (in pounds) of Class 1.1: \_\_\_\_\_ Number of magazines used for storage: \_\_\_\_\_

- ❖ Maximum amount (in pounds) of Class 1.2: \_\_\_\_\_ Number of magazines used for storage: \_\_\_\_\_

- ❖ Maximum amount (in pounds) of Class 1.3: \_\_\_\_\_ Number of magazines used for storage: \_\_\_\_\_

- ❖ Maximum amount (in pounds) of Class 1.4: \_\_\_\_\_ Number of magazines used for storage: \_\_\_\_\_

- ❖ Maximum amount (in pounds) of Class 1.5: \_\_\_\_\_ Number of magazines used for storage: \_\_\_\_\_

- ❖ Maximum amount (in pounds) of Class 1.6: \_\_\_\_\_ Number of magazines used for storage: \_\_\_\_\_

I, James Salemsme, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature James Salemsme Date 05/26/2022 Name Petrie Holdings Inc,

**Fire Department Use Only**

I, \_\_\_\_\_, Head of the \_\_\_\_\_ Fire Department endorse this application with my

☐ Approval ☐ Disapproval

Signature of Head of the Fire Department

Date

Recommendations: \_\_\_\_\_

## **EXHIBIT C**

OWNER AUTHORIZATION

The undersigned (the "Owner") hereby authorizes PETRO HOLDINGS, INC. (d/b/a PETRO HOME SERVICES) (the "Tenant") to apply to the Board of Selectmen for the Town of Middleton as well as to any other local, state, or federal board or agency for any and all licenses, approvals and permits (the "Approvals") required to park its fuel delivery trucks at 336 North Main Street (the "Property"). Such Approvals shall include an application for a license under M.G.L. c. 148, §13 to store flammable and combustible gases and liquids. The Owner may rescind such authorization in the event the Agreement to lease the office space and outdoor parking at 336 North Main Street is no longer a valid and binding agreement between the parties.

The Owner disclaims any responsibility for the actions of, or information provided by, the Tenant relating to any requests for approvals or otherwise.

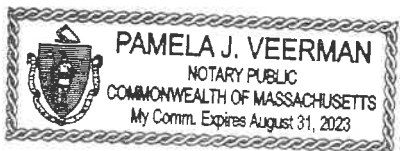
Dated: June 1, 2022

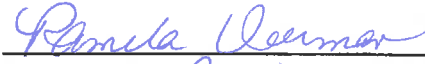
MIDDLETON FARMS LLC

  
Raymond Falite, Manager

COMMONWEALTH OF MASSACHUSETTS  
Essex, ss.

On this 1st day of June 2022, before me, the undersigned notary public, personally appeared Raymond Falite who is the person whose name is signed on the foregoing instrument and acknowledged to me that he signed it voluntarily for the purpose stated herein.



  
Notary Public: Pamela Veerman  
My commission expires: 8/31/2023

## **EXHIBIT D**

**Town of Middleton**  
Certified Abutters List Request Form

This form must be completed and Assessors fee of \$10.00 must be paid before release of the certified abutters list.

Submission Date **Tuesday, May 31, 2022** Issue Date **Wednesday, June 01, 2022**

Department requiring list: **Board of Selectmen**

300 Ft. ☐ 100 Ft. ☐ (Conservation Only) ☒ Direct Abutters

Person/Party requesting list: **Pamela Veerman**

Address: **Mann & Mann PC, 191 South Main Street, Middleton, MA 01949**

Phone #: **978-762-6238** Email Address **pamv@mannpc.com** Misc: \_\_\_\_\_

Property Owner: **Middleton Farms, LLC**

Assessor's Map(s) **9** Lot(s) **20** Location **336 North Main Street, Middleton, MA 01949**

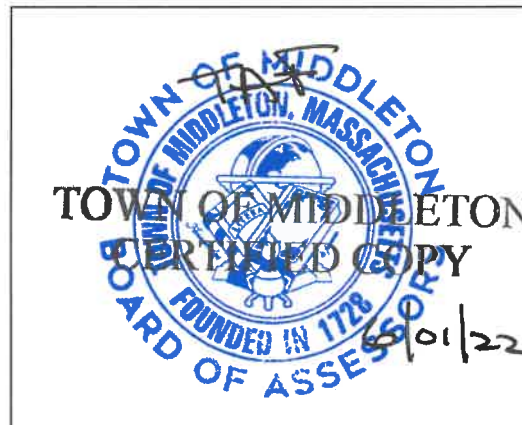
Assessors Fee Paid: ☒ Yes ☐ No

The Assessors Office requires ten (10) working days to certify an Abutters List. This list is valid for sixty days only from date of issue.

Certified By:



Middleton Assessors



**Certification of Parties in Interest**

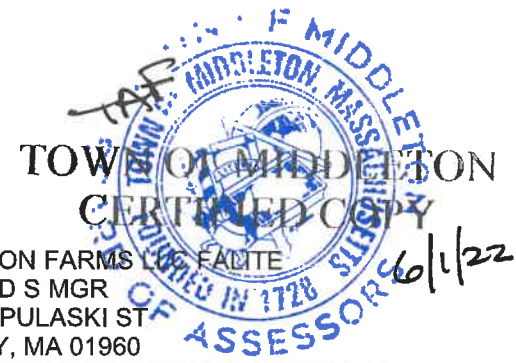
The Board of Assessors of the Town of Middleton do hereby certify, in accordance with the provisions of Section 10 and 11 of Chapter 808 of the Acts of 1975, that the following named persons, firms and corporations are parties in interest, as in said Section 11 defined, with respect to the premises herein above described.





# 0 foot Abutters List Report

Middleton, MA  
June 01, 2022



## Subject Property:

Parcel Number: 0009-0000-0020  
CAMA Number: 0009-0000-0020  
Property Address: 336 NORTH MAIN ST

Mailing Address: MIDDLETON FARMS LLC FALITE  
RAYMOND S MGR  
58 REAR PULASKI ST  
PEABODY, MA 01960

## Abutters:

Parcel Number: 0009-0000-0018  
CAMA Number: 0009-0000-0018  
Property Address: NORTH MAIN ST

Mailing Address: MASSACHUSETTS COMM HAROLD  
PARKER STATE FOREST  
251 CAUSEWAY ST SUITE 600  
BOSTON, MA 02114-2104

Parcel Number: 0009-0000-0019  
CAMA Number: 0009-0000-0019  
Property Address: 328 NORTH MAIN ST

Mailing Address: MUZICHUK PAUL MUZICHUK PETER M  
P O BOX 48  
MIDDLETON, MA 01949

Parcel Number: 0009-0000-0019 B  
CAMA Number: 0009-0000-0019 B  
Property Address: NORTH MAIN ST

Mailing Address: MUZICHUK NELLIE J EST OF GARBER  
JOAN REP  
P O BOX 433  
MIDDLETON, MA 01949

Parcel Number: 0009-0000-0019 C  
CAMA Number: 0009-0000-0019 C  
Property Address: 334 NORTH MAIN ST

Mailing Address: S&K INDUSTRIAL PROPERTIES  
P O BOX 357  
WILMINGTON, MA 01887

Parcel Number: 0009-0000-0019 Z  
CAMA Number: 0009-0000-0019 Z  
Property Address: NORTH MAIN ST

Mailing Address: JOZ DEVELOPMENT LLC  
P O BOX 1008  
MIDDLETON, MA 01949

Parcel Number: 0009-0000-0021  
CAMA Number: 0009-0000-0021  
Property Address: NORTH MAIN ST

Mailing Address: VALLEY REALTY DEVELOPMENT LLC  
100 ANDOVER BYPASS SUITE 203  
NORTH ANDOVER, MA 01845



[www.cai-tech.com](http://www.cai-tech.com)

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

6/1/2022

Page 1 of 1





**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Town of North Andover, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

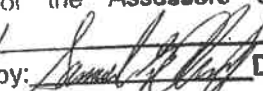
Geometry updated 4/28/2021  
Data updated on a daily basis

Print map scale is approximate.  
Critical layout or measurement  
activities should not be done using  
this resource.

Abutter to Abutter ( X ) Building Dept. ( ) Conservation ( ) Zoning ( )

**TOWN OF NORTH ANDOVER  
ABUTTER LIST**

This certifies that the names appearing on the  
records of the Assessors Office as of

1-1-21  
Certified by:  Date 6/7/22

**REQUIREMENT:** MGL 40A, Section 11 states in part "Parties in interest as used in this chapter shall mean the petitioner, abutters, owners of land directly opposite on any public or private way, and abutters to abutters within three hundred (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town, the planning board of the city or town, and the planning board of every abutting city or town."

SUBJECT ID		LOCATION	OWNER	ADDRESS	Pg 1 of 3		
MAP 9 PARCEL 20		MIDDLETON	ALFRED MORISSON	336 NORTH MAIN STREET	CITY	STATE	ZIP
PARCEL ID		LOCATION	OWNER	ADDRESS	CITY	STATE	ZIP
108.A-0015-0000.0		TURNPIKE STREET	MIDDLETON FARMS, LLC	58 REAR PULASKI STREET	PEABODY	MA	01860
108.C-0038-0101.A	1	HARVEST DRIVE	BIALEK, SLAWOMIR	1 HARVEST DRIVE U-101	NORTH ANDOVER	MA	01845
108.C-0038-0101.B	2	HARVEST DRIVE	DAVIDSON, ROBERT	2 HARVEST DRIVE U-101	NORTH ANDOVER	MA	01845
108.C-0038-0101.C	3	HARVEST DRIVE	FUCHS, ELI	3 HARVEST DRIVE	NORTH ANDOVER	MA	01845
108.C-0038-0101.E	4	HARVEST DRIVE	LO, ARTHUR M.	4 HARVEST DRIVE U-101	NORTH ANDOVER	MA	01845
108.C-0038-0102.A	1	HARVEST DRIVE	GLEN R. FRANK REVOCABLE TRUST	1 HARVEST DRIVE U-102A	NORTH ANDOVER	MA	01845
108.C-0038-0102.B	2	HARVEST DRIVE	ALISSA SMITH-DOCKHAM	2 HARVEST DRIVE U-102B	NORTH ANDOVER	MA	01845
108.C-0038-0102.C	3	HARVEST DRIVE	GIBSON, MARY, E.	3 HARVEST DRIVE U-102	NORTH ANDOVER	MA	01845
108.C-0038-0102.E	4	HARVEST DRIVE	GERVITS, MARK	4 HARVEST DRIVE U-102	NORTH ANDOVER	MA	01845
108.C-0038-0103.A	1	HARVEST DRIVE	GIFFORD, ADAM	1 HARVEST DRIVE U-103	NORTH ANDOVER	MA	01845
108.C-0038-0103.B	2	HARVEST DRIVE	UM, STEPHEN T	2 HARVEST DRIVE #103	NORTH ANDOVER	MA	01845
108.C-0038-0103.C	3	HARVEST DRIVE	HOLLER, MICHAEL	3 HARVEST DRIVE U-103	NORTH ANDOVER	MA	01845
108.C-0038-0103.E	4	HARVEST DRIVE	FU, WENJUN	4 HARVEST DRIVE U-103	NORTH ANDOVER	MA	01845
108.C-0038-0104.A	1	HARVEST DRIVE	THERIAULT, MARK W.	1 HARVEST DRIVE U-104	NORTH ANDOVER	MA	01845
108.C-0038-0104.B	2	HARVEST DRIVE	REGAN, JENNIFER	2 HARVEST DRIVE U-104	NORTH ANDOVER	MA	01845
108.C-0038-0104.C	3	HARVEST DRIVE	DESMARAIS, ELIZABETH A.	3 HARVEST DRIVE U-104	NORTH ANDOVER	MA	01845
108.C-0038-0104.E	4	HARVEST DRIVE	LAZURE, JUSTIN N.	4 HARVEST DRIVE U-104 E	NORTH ANDOVER	MA	01845
108.C-0038-0105.A	1	HARVEST DRIVE	CROFT, THOMAS R	1 HARVEST DRIVE U-105	NORTH ANDOVER	MA	01845
108.C-0038-0105.B	2	HARVEST DRIVE	WIERBOWICZ, PAULA, J.	2 HARVEST DRIVE U-105B	NORTH ANDOVER	MA	01845
108.C-0038-0105.C	3	HARVEST DRIVE	PESSINIS, MICHELLE, M.	3 HARVEST DRIVE U-105	NORTH ANDOVER	MA	01845
108.C-0038-0105.E	4	HARVEST DRIVE	ANSHUMAN, LLC	2653 LOON LANE	OKEMOS	MI	48864
108.C-0038-0106.A	1	HARVEST DRIVE	CONGDON, PETER, J.	1 HARVEST DRIVE U-106	NORTH ANDOVER	MA	01845
108.C-0038-0106.B	2	HARVEST DRIVE	SHIRLEY E. CABRAL LIVING TRUST	2 HARVEST DRIVE U-106B	NORTH ANDOVER	MA	01845
108.C-0038-0106.C	3	HARVEST DRIVE	NIELSEN, ROBERT A.	3 HARVEST DRIVE #106	NORTH ANDOVER	MA	01845
108.C-0038-0106.E	4	HARVEST DRIVE	SPIRITO-MURPHY, NANCY, A.	4 HARVEST DRIVE U-106	NORTH ANDOVER	MA	01845
108.C-0038-0107.A	1	HARVEST DRIVE	ABKARIAN, HAGOP	1 HARVEST DRIVE #107	NORTH ANDOVER	MA	01845
108.C-0038-0107.B	2	HARVEST DRIVE	46-48 PHILLIPS AVENUE REALTY T	11 TEN ROD WAY	NORTH READING	MA	01864
108.C-0038-0107.C	3	HARVEST DRIVE	JPM HARVEST, LLC	63 NORTHLAND ROAD	WINDHAM	NH	03087
108.C-0038-0107.E	4	HARVEST DRIVE	HAFFNER, EDWARD J.	4 HARVEST DRIVE U-107	NORTH ANDOVER	MA	01845
108.C-0038-0108.A	1	HARVEST DRIVE	JONATHAN A. BARNES	1 HARVEST DR. U-108	NORTH ANDOVER	MA	01845
108.C-0038-0108.B	2	HARVEST DRIVE	SHUMAN, LEONARD R.	2 HARVEST DRIVE U-108B	NORTH ANDOVER	MA	01845
108.C-0038-0108.C	3	HARVEST DRIVE	DOW, ROBERT, A.	3 HARVEST DRIVE U-108C	NORTH ANDOVER	MA	01845
108.C-0038-0108.E	4	HARVEST DRIVE	RIOS, MICHELLE C.	4 HARVEST DRIVE U-108	NORTH ANDOVER	MA	01845
108.C-0038-0109.A	1	HARVEST DRIVE	MCELROY, RYAN	1 HARVEST DRIVE U-109	NORTH ANDOVER	MA	01845
108.C-0038-0109.B	2	HARVEST DRIVE	CUCINOTTA, NICHOLAS	2 HARVEST DRIVE U-109	NORTH ANDOVER	MA	01845
108.C-0038-0109.C	3	HARVEST DRIVE	CASEY, PATRICK	3 HARVEST DRIVE U-109	NORTH ANDOVER	MA	01845
108.C-0038-0109.E	4	HARVEST DRIVE	COVIELLO, EILEEN	4 HARVEST DRIVE #109	NORTH ANDOVER	MA	01845
108.C-0038-0110.A	1	HARVEST DRIVE	SPRING, DANA	1 HARVEST DRIVE U-110	NORTH ANDOVER	MA	01845
108.C-0038-0110.B	2	HARVEST DRIVE	SHAIMAS, TERESA, J.	2 HARVEST DRIVE U-110	NORTH ANDOVER	MA	01845
108.C-0038-0110.C	3	HARVEST DRIVE	ROTHWELL, MARK	3 HARVEST DRIVE U-110	NORTH ANDOVER	MA	01845
108.C-0038-0110.E	4	HARVEST DRIVE	FALTA, SEAN	4 HARVEST DRIVE, U-110	NORTH ANDOVER	MA	01845
108.C-0038-0111.A	1	HARVEST DRIVE	MELISSA TUCCI	1 HARVEST DRIVE U-111	NORTH ANDOVER	MA	01845
108.C-0038-0111.B	2	HARVEST DRIVE	PAWLOWSKI, JUSTIN	2 HARVEST DRIVE U-111	NORTH ANDOVER	MA	01845
108.C-0038-0111.C	3	HARVEST DRIVE	DISTEFANO, DORA M.	3 HARVEST DRIVE U-111	NORTH ANDOVER	MA	01845
108.C-0038-0111.E	4	HARVEST DRIVE	WELLS, ANDREW PAUL	4 HARVEST DRIVE #111	NORTH ANDOVER	MA	01845
108.C-0038-0112.A	1	HARVEST DRIVE	LUNETTA II, RICHARD A.	1 HARVEST DRIVE U-112	NORTH ANDOVER	MA	01845
108.C-0038-0112.B	2	HARVEST DRIVE	DIFRONZO, DINO	2 HARVEST DRIVE U-112	NORTH ANDOVER	MA	01845
108.C-0038-0112.C	3	HARVEST DRIVE	NORSWORTHY, MARGARET, LYNN	3 HARVEST DRIVE U-112	NORTH ANDOVER	MA	01845
108.C-0038-0112.E	4	HARVEST DRIVE	ROSS, RUTH	4 HARVEST DRIVE U-112	NORTH ANDOVER	MA	01845
108.C-0038-0113.A	1	HARVEST DRIVE	JERVINIS, PETER J.	1 HARVEST DRIVE U-113	NORTH ANDOVER	MA	01845
108.C-0038-0113.B	2	HARVEST DRIVE	STUFFLE, GINA M	2 HARVEST DRIVE #113	NORTH ANDOVER	MA	01845
108.C-0038-0113.C	3	HARVEST DRIVE	TAYLOR, EVAN	3 HARVEST DRIVE, U-113C	NORTH ANDOVER	MA	01845
108.C-0038-0113.N	4	HARVEST DRIVE	GALINEY, BRAD	7 WARREN AVENUE PH 16	BOSTON	MA	02116
108.C-0038-0114.N	4	HARVEST DRIVE	GLENN SCHURTER	4 HARVEST DR U-114	NORTH ANDOVER	MA	01845
108.C-0038-0115.N	4	HARVEST DRIVE	BELISLE, MICHAEL D.	4 HARVEST DRIVE U-115	NORTH ANDOVER	MA	01845
108.C-0038-0116.N	4	HARVEST DRIVE	MAHIOUZ, YASSINE	4 HARVEST DRIVE U-116	NORTH ANDOVER	MA	01845
108.C-0038-0117.N	4	HARVEST DRIVE	SLAVEN, ANDREA	4 HARVEST DRIVE, UNIT 117-N	NORTH ANDOVER	MA	01845
108.C-0038-0118.N	4	HARVEST DRIVE	GAETA FAMILY REALTY TRUST	4 HARVEST DRIVE U-118	NORTH ANDOVER	MA	01845
108.C-0038-0119.N	4	HARVEST DRIVE	STANNARD, TIFFANY	4 HARVEST DRIVE U-119	NORTH ANDOVER	MA	01845
108.C-0038-0120.N	4	HARVEST DRIVE	DAWSON, KENNETH	4 HARVEST DRIVE U-120	NORTH ANDOVER	MA	01845
108.C-0038-0121.N	4	HARVEST DRIVE	ULOTH, PHYLLIS	4 HARVEST DRIVE, U-121N	NORTH ANDOVER	MA	01845
108.C-0038-0122.N	4	HARVEST DRIVE	FRANGIOSA, ANTHONY, A.	4 HARVEST DRIVE U: 122 N	NORTH ANDOVER	MA	01845
108.C-0038-0123.N	4	HARVEST DRIVE	VECCHIO, VIRGINIA	4 HARVEST DRIVE U-123	NORTH ANDOVER	MA	01845
108.C-0038-0124.N	4	HARVEST DRIVE	GAETA, MICHELE	4 HARVEST DRIVE U-124	NORTH ANDOVER	MA	01845
108.C-0038-0125.N	4	HARVEST DRIVE	MURPHY, MICHAEL	4 HARVEST DRIVE, U-125	NORTH ANDOVER	MA	01845
108.C-0038-0201.A	1	HARVEST DRIVE	MAGUIRE, RANDALL P.	1 HARVEST DRIVE # 201	NORTH ANDOVER	MA	01845
108.C-0038-0201.B	2	HARVEST DRIVE	JANUARY, KAREN TRUSTEE	2 HARVEST DRIVE U:201 B	NORTH ANDOVER	MA	01845
108.C-0038-0201.C	3	HARVEST DRIVE	JULIE M. LYNCH TRUST	3 HARVEST DRIVE UNIT 201	NORTH ANDOVER	MA	01845
108.C-0038-0201.E	4	HARVEST DRIVE	JPGIC TRUST	4 HARVEST DRIVE, UNIT 201	METHUEN	MA	01844
108.C-0038-0202.A	1	HARVEST DRIVE	VAVA IMPORTS, LLC	8 HORTON STREET	SAUGUS	MA	01906
108.C-0038-0202.B	2	HARVEST DRIVE	GAROZZO, JOSEPH ANTHONY	2 HARVEST DR. U-202B	NORTH ANDOVER	MA	01845
108.C-0038-0202.C	3	HARVEST DRIVE	CROWLEY, ROSE, M.	3 HARVEST DRIVE U:202	NORTH ANDOVER	MA	01845
108.C-0038-0202.E	4	HARVEST DRIVE	KALMUKOVA, RALITSA	4 HARVEST DRIVE U-202	NORTH ANDOVER	MA	01845
108.C-0038-0203.A	1	HARVEST DRIVE	D'AMOUR, LYNDIA A.	1 HARVEST DRIVE U-203	NORTH ANDOVER	MA	01845
108.C-0038-0203.B	2	HARVEST DRIVE	FAWCETT, TIMOTHY, S. JR	2 HARVEST DRIVE U-203	NORTH ANDOVER	MA	01845

14 ASHWOOD AVENUE  
 4 HARVEST DRIVE U-203  
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 391 WALNUT STREET #11  
 3 HARVEST DRIVE, U-208  
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 3 HARVEST DRIVE U-209  
 4 HARVEST DRIVE U-209E  
 1 HARVEST DRIVE, U-210  
 2 HARVEST DRIVE U-210 B  
 3 HARVEST DRIVE U-210  
 4210 HARVEST DRIVE  
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 2 HARVEST DRIVE, U-212B  
 3 HARVEST DRIVE U-212 C  
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 12 PIPERS GLEN  
 3 HARVEST DRIVE, U-213C  
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 300 WILLOW STREET SOUTH  
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 4 HARVEST DRIVE U-222  
 4 HARVEST DR, UNIT 223  
 4 HARVEST DRIVE U-224N  
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 33 HIGH STREET  
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 2 HARVEST DRIVE, U-305B  
 3 HARVEST DRIVE U-305  
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 4 HARVEST DRIVE U-306  
 1 HARVEST DRIVE U-307  
 2 HARVEST DRIVE #307  
 3 HARVEST DRIVE, UNIT 307  
 4 HARVEST DRIVE U-307  
 1 HARVEST DRIVE U-308  
 4711 WEST CANDLESTICK CO  
 3 HARVEST DRIVE #308  
 4 HARVEST DRIVE U-308  
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 2 HARVEST DRIVE #309  
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[illegible]

1-1-21 / *[Signature]* Date: 6/10/22





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... d: June 16, 2022  
... of said mortgage  
... d/b/a Mr. Cooper  
... by its Attorneys  
... and Benson, LLC  
... Guaetta, Esquire  
... P.O. Box 519  
... nsford, MA 01824

... ontained in a cer-  
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... skt or state college, PA, George  
... Chaplin of State College, PA, has  
... been informally appointed as the  
... Personal Representative of the es-  
... tate to serve without surety on the  
... bond.

The estate is being adminis-  
tered under informal procedure by  
the Personal Representative under  
the Massachusetts Uniform Pro-  
bate Code without supervision by  
the Court. Inventory and accounts  
are not required to be filed with the  
Court, but interested parties are en-  
titled to notice regarding the admin-  
istration and can petition the Court  
in any matter relating to the estate,  
including distribution of assets and  
expenses of administration. Interest-  
ed parties are entitled to petition the  
Court to institute formal proceedings  
and to obtain orders terminating or  
restricting the powers of Personal  
Representatives appointed under in-  
formal procedure. A copy of the Peti-  
tion and Will, if any, can be obtained  
from the Petitioner.  
SN - 6/20/22

**CITY OF SALEM  
NOTICE  
JOINT PUBLIC HEARING  
OF THE CITY COUNCIL AND  
PLANNING BOARD  
MONDAY, JUNE 27, 2022  
AT 6:30 P.M.**

The City Council will hold a hybrid  
joint public hearing with the Planning  
Board remotely and in-person in the  
City Council Chambers, City Hall, 93  
Washington Street, 2nd floor, Salem,  
MA, on Monday, June 27th, 2022 at  
6:30 P.M. in accordance with Chap-  
ter 20 of the Acts of 2021 and as  
amended by Chapter 22 of the Acts  
of 2022 and pursuant to Chapter  
40A, Section 5, of the Massachu-  
setts General Laws. Please see  
agenda when posted for zoom link.  
The purpose of the public hearing  
is to provide interested parties with  
an opportunity to comment on the  
proposed Zoning Ordinance Amend-  
ment relative to Halloween Parking  
Overlay District as follows:

**Section 1. The City of Salem  
Zoning Ordinance Section 8.0  
- Special District Regulations is  
hereby amended by adding a new  
sub-section as follows:**

**"8.7 - HALLOWEEN PARKING  
OVERLAY DISTRICT**

**8.7.1 Purpose**  
The purpose of the Halloween  
Parking Overlay District ("HPOD")  
is to augment the underlying zoning  
regulations in the overlay district to  
allow for additional necessary off-  
street parking during periods of peak  
demand associated with the Hallow-  
een season.

**8.7.2 Establishment of Hal-  
loween Parking Overlay District**  
The Halloween Parking Overlay Dis-  
trict is hereby established and con-  
sists of the area(s) shown on the  
Map entitled "Halloween Parking  
Overlay District" on file with the City  
Clerk, as it may, from time to time,  
be amended.

**8.7.3 Permitted Uses.**

1. Any use permitted in the under-  
lying zoning district shall be a per-  
mitted use in the HPOD.

2. In addition, each year during  
the period beginning on the Friday  
preceding October 1 and ending on  
the first Monday after October 31,  
Lots in the HPOD lawfully in use for  
non-residential purposes may be  
used for independent public parking  
as follows:

a. Parking on any Lot shall only  
be permitted in spaces that are law-  
fully existing off-street parking and

b. Subject to any regulation ad-  
opted by the Traffic and Parking  
Commission which may include, but  
not limited to, an application and  
fee."

**Section II. This Ordinance shall  
take effect as provided by City Char-  
ter.**

The complete text of the proposed

**MOTORCYCLES/ATVS/SNOW MOBILES**

**Harley Davidson 1994**  
FXDWG, 19k miles, custom paint,  
\$5,000 or Best Offer  
**(603) 386-1728**



**30' OUTBACK CAMPER TRAILER**  
Original cost \$40K used only 11 months a  
steal at \$8,000 Can be seen at 80 Atlantic St.  
West Gloucester at Cape Ann campground  
(take Wingersheek cut off on 128)  
Call (978) 290-3260

# PUBLIC NOTICES

**PUBLIC NOTICES**

**MORTGAGEE'S SALE OF REAL ESTATE**

By virtue of and in execution of the Power of Sale contained in a certain  
mortgage given by Edward Kransberg and Phyllis C. Kransberg to Finan-  
cial Freedom Senior Funding Corporation, a subsidiary of IndyMac Bank,  
F.S.B., dated February 1, 2008 and recorded in Essex County (Southern  
District) Registry of Deeds in Book 27504, Page 516 (the "Mortgage") of  
which mortgage Wilmington Savings Fund Society, FSB, not in its individual  
capacity but solely as Owner Trustee for Cascade Funding Mortgage Trust  
HB1 is the present holder by Assignment from Financial Freedom Senior  
Funding Corporation to Mortgage Electronic Registration Systems, Inc., as  
mortgagee, as nominee for Financial Freedom Acquisition LLC, its succes-  
sors and assigns dated September 24, 2009 and recorded at said Registry  
of Deeds in Book 28973, Page 283, and Assignment from Mortgage Elec-  
tronic Registration Systems, Inc., as mortgagee, as nominee for Financial  
Freedom Acquisition LLC, its successors and assigns to Bank of New York  
Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management  
Series I Trust dated April 9, 2019 and recorded at said Registry of Deeds  
in Book 37450, Page 561, and Assignment from Bank of New York Mellon  
Trust Company, N.A. as Trustee for Mortgage Assets Management Series I  
Trust to Wilmington Savings Fund Society, FSB, not in its individual cap-  
acity but solely as Owner Trustee for Cascade Funding Mortgage Trust HB1  
dated April 29, 2022 and recorded at said Registry of Deeds in Book 40908,  
Page 022, for breach of conditions of said mortgage and for the purpose of  
foreclosing the same, the mortgaged premises located at 60 Rantoul Street,  
Unit No. 712N, of The Gateway Condominium, Beverly, MA 01915 will be  
sold at a Public Auction at 12:00 PM on July 12, 2022, at the mortgaged  
premises, more particularly described below, all and singular the premises  
described in said mortgage, to wit:

Unit No. 712 in the North Building at the Gateway Condomi-  
nium with a mailing address of 60 Rantoul Street, #712N, Beverly,  
Massachusetts 01915.

The Unit is conveyed together with:

1. An undivided .0087% in the Common Elements of the Gateway as it  
may be amended pursuant to the provisions of the Master Deed.
2. The exclusive right to use the Exclusive Common Elements appurte-  
nant to the Unit as set forth in the Master Deed, including Exclusive Parking  
Space No. 127N and Garage Space 12 and the right to use in common,  
with all those entitled to use thereof, a non-designated parking space of the  
Condominium subject to the restrictions of the Master Deed and the Rules  
and Regulations.

The Unit is conveyed subject to and with the benefit of:

1. The provisions of Chapter 183A as the same may be amended from  
time to time;
2. The provisions of the Condominium Documents, in each case as the  
same may be amended from time to time pursuant to the provisions thereof;
3. Real estate taxes assessed against the Unit and the Common Ele-  
ments which are not yet due and payable;
4. Provisions of existing building and zoning laws; and
5. All easements, covenants, restrictions, conditions and other matters of  
record, insofar as in force and applicable.

The rights, agreements, easements, restrictions, provisions and interests  
set forth above, together with any amendments thereto shall constitute coven-  
ants running with the land and shall inure to the benefit of any bind, as  
the case may be, any person having at any time any interest or estate in the  
Unit, his agents, employees, licensees, visitors and lessees as though the  
same were fully set forth herein.

Without limiting the generality of the foregoing paragraph, the Unit is ex-  
pressly subject to the Permitted Uses and Restrictions on Use sections as  
set forth in sections 8 and 9 for the Master Deed which provides among the  
restrictions that the Unit may be used only for residential purposes.

For title see Deed recorded with Essex County District of the Registry in  
Book 21836, Book 577.

For mortgagor's title see deed recorded with the Essex County (Southern  
District) Registry of Deeds in Book 27504, Page 513.

The premises will be sold subject to any and all unpaid taxes and other  
municipal assessments and liens, and subject to prior liens or other enforce-  
able encumbrances of record entitled to precedence over this mortgage,  
and subject to and with the benefit of all easements, restrictions, reserva-  
tions and conditions of record and subject to all tenancies and/or rights of  
parties in possession.

Terms of the Sale: Cashier's or certified check in the sum of \$5,000.00 as  
a deposit must be shown at the time and place of the sale in order to qualify  
as a bidder (the mortgage holder and its designee(s) are exempt from this  
requirement); high bidder to sign written Memorandum of Sale upon accep-  
tance of bid; balance of purchase price payable by certified check in thirty  
(30) days from the date of the sale at the offices of mortgagee's attorney,  
Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA  
or such other time as may be designated by mortgagee. The description  
for the premises contained in said mortgage shall control in the event of a

**WANTED JUNK CARS/PARTS**

**\$\$\$ BUYING \$\$\$**

**Autos, Trucks, SUVs.  
Running condition.  
Any make. Any Model.**  
Before you trade call Joe 978-852-5008

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**978-462-8262 - Free Towing**

# PUBLIC NOTICES

**PUBLIC NOTICES**

The Select Board will hold a  
Public Hearing on Tuesday June  
28, 2022 at 7:30 p.m. at the Fuller  
Meadow School 143 South Main St.  
on the application of Petro Holdings  
Inc. (d/b/a Petro Home Services) for  
a new Land License to store flamma-  
bles, combustibles or explosives on  
land located at 336 North Main St. in  
Middleton MA. Copies of the Applica-  
tion for License are available at the  
Middleton Town Clerk's Office, Me-  
morial Hall, 48 South Main St. during  
normal business hours.

Andy Sheehan  
Town Administrator  
SN - 6/20/22

**Notice of Public Hearings -  
Town of Hamilton  
Zoning Board of Appeals**

Public Hearings will be held on  
**Wednesday, July 6, 2022, at 577  
Bay Road, Hamilton, MA, Town Hall  
Memorial Room, to commence at  
7:00 PM. Copies of the complete  
applications are available for review  
in the Building Department during  
the regular hours of operation of the  
Town Hall.**

Application is for the property  
owned by **Marenglen Zepaj and  
Flaminio Lanzillo**, 78 Mill Street,  
Middleton, for the property located  
at **139 Cutler Road**, Assessor's  
Map 39, Lot 2. Applicant is seeking  
a Variance: Zoning Bylaw 5.5.1.3  
Reconstruction after Catastrophe or  
Demolition to construct a new single  
family dwelling at the site where a  
single dwelling was demolished.

Application is for the property  
owned by **Jeffrey and Krystin Sar-  
torelli**, located at **12 Honeysuckle  
Road**, Assessor's Map 47, Lot 209.  
Applicant is seeking approval for  
a Special Permit and a Variance to  
construct an attached garage and  
an accessory apartment: Zoning By-  
laws 3.6: Accessory Apartment and  
4.0: Dimensional & Density Regula-  
tions for a side yard setback.

Application is for the property  
owned by **Silas & Ashley Nary**,  
for the property located at **8 Villa  
Road**, Assessor's Map 71, Lot 14.  
Applicant is seeking a approval for



COVID-19 vaccines are now available for children ages 6 months and older. See the latest updates as of Jun  
pm 



# Comprehensive Permit Information

Check with the Subsidizing Agency to ensure that you have the most up-to-date instructions and forms.

## Comprehensive Permit Guidelines

[Guidelines, G.L. C.40B Comprehensive Permit Projects and Subsidized Housing](#)

[Inventory \(/files/documents/2017/10/10/guidecomprehensivepermit.pdf\)](#) (updated December, 2014)

[Guidelines for Calculating General Land Area](#)

[Minimum \(/doc/guidelines-for-calculating-general-land-area-minimum-0/download\)](#) (Final Rev. 1/31/2020)

[Appendix A: Technical Instructions \(/doc/appendix-a-technical-instructions/download\)](#)

[Appendix B: Example Calculation \(/doc/appendix-b-example-calculation/download\)](#)

[Guidance for Chapter 40B Safe Harbor Submissions and Decisions](#)

[\(/doc/guidance-for-chapter-40b-safe-harbor-submissions-and-decisions/download\)](#) (Rev. 8/6/20)

## Certified Public Accountant Information

[Prequalification List of Certified Public Accountants \(/doc/prequalification-list-of-certified-public-accountants-2/download\)](#)

# Cost Certification Guidance and Forms

Homeownership: Posted 5/13

- [40B Preparation of Cost Certification Upon Completion of Homeownership](/files/documents/2017/10/10/40b-preparationofcost.pdf) (/files/documents/2017/10/10/40b-preparationofcost.pdf)
- [40B Examination Program](/files/documents/2017/10/10/40b-examinationprog.pdf) (/files/documents/2017/10/10/40b-examinationprog.pdf) (for Developers CPA)
- [40B Schedules](/files/documents/2017/10/10/40b-schedules.pdf) (/files/documents/2017/10/10/40b-schedules.pdf)
- [40B General Contractors Certificate](/files/documents/2017/10/10/40b-gencontractorscert.pdf) (/files/documents/2017/10/10/40b-gencontractorscert.pdf)
- [40B Developers Certificate](/files/documents/2017/10/10/40b-developerscert.pdf) (/files/documents/2017/10/10/40b-developerscert.pdf)
- [40B Independent Accountant's Report \(form for Developers CPA\)](/files/documents/2017/10/10/40b-independentaccountant.pdf) (/files/documents/2017/10/10/40b-independentaccountant.pdf)

Rental: Posted 5/13

- [40B Cost Certification Guidance](/files/documents/2017/10/10/cpg-40b-withtaxcredits.pdf) (/files/documents/2017/10/10/cpg-40b-withtaxcredits.pdf) (with tax credits)
- [40B Cost Certification Guidance](/files/documents/2017/10/10/cpg-40b-notaxcredits.pdf) (/files/documents/2017/10/10/cpg-40b-notaxcredits.pdf) (no tax credits)
- [Att A thru C for tax-credit projects](/files/documents/2017/10/10/cpg-att-a-c-fortaxcredit.pdf) (/files/documents/2017/10/10/cpg-att-a-c-fortaxcredit.pdf)
- [Att A thru C for non-tax credit projects](/files/documents/2017/10/10/cpg-att-a-c-nontaxcredit.pdf) (/files/documents/2017/10/10/cpg-att-a-c-nontaxcredit.pdf)
- [Att D -- Owners Certificate](/files/documents/2017/10/10/cpg-att-d.pdf) (/files/documents/2017/10/10/cpg-att-d.pdf)
- [Att E -- Architect Certification](/files/documents/2017/10/10/cpg-att-e.pdf) (/files/documents/2017/10/10/cpg-att-e.pdf)
- [Exhibit 1 to Att E](/files/documents/2017/10/10/cpg-exh-1-att-e.pdf) (/files/documents/2017/10/10/cpg-exh-1-att-e.pdf) (RS Means Cost Analysis Report Form)
- [Att F](/files/documents/2017/10/10/cpg-att-f.pdf) (/files/documents/2017/10/10/cpg-att-f.pdf) -- Release for CPA to Share Information
- [Att G](/files/documents/2017/10/10/cpg-att-g.pdf) (/files/documents/2017/10/10/cpg-att-g.pdf) -- General Contractor Certificate
- [Att H](/files/documents/2017/10/10/cpg-att-h-formofindependent.pdf) (/files/documents/2017/10/10/cpg-att-h-formofindependent.pdf) -- Form of Independent Accountant's Report

## CONTACT

### DHCD Rental Assistance Division Contact

#### Address

100 Cambridge Street, Suite 300, Boston, MA 02114

#### Directions

(<https://maps.google.com/?q=100+Cambridge+Street%2C+Suite+300%2C+Boston%2C+MA+02114>)

#### Phone

617-573-1250 (tel:6175731250)

M-F 8:45am - 5:00pm



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[Requests \(/topics/public-records-requests\)](/topics/public-records-requests)

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COVID-19 vaccines are now available for children ages 6 months and older. See the latest updates as of *Jun. 21, 2022, 04:11 pm* 

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# Local Initiative Program

**Local Initiative Program (LIP) is a state program that encourages the creation of affordable housing by providing technical assistance to communities and developers who are working together to create affordable rental opportunities**

LIP was established by the Legislature in 1990 in response to a report by a special legislative commission which found that state law defined low and moderate-income housing as "any housing subsidized by the federal or state government under any program to assist the construction of low or moderate-income housing."

This definition had previously been interpreted to mean financial subsidies only. Cities and towns had little incentive to undertake housing initiatives which did not require direct state or federal assistance but which are otherwise within the intent of M.G.L. Ch. 40B. LIP allows the Department of Housing and Community Development to provide technical assistance that qualifies as a "subsidy." The LIP may also issue a site eligibility letter for a project, a prerequisite for a developer to apply for a Comprehensive Permit.

Unlike conventional housing subsidy programs, in which a state or federal agency must approve every aspect of financing, design and construction, LIP allows most of these decisions to be made by the municipality. LIP regulations and guidelines address those program components that must be reviewed and approved by DHCD.

For example, incomes of households served, fair marketing, profit limitation and establishing long-term affordability for the units which are built.

## How It Works

Developers seeking to build single or multi-family homes, condos or apartments where a certain percentage of the units are proposed to be affordable work with town officials to obtain approval. Such units must serve

households below 80% of the area median income; the units must be subject to use restrictions to ensure that they remain in a community's affordable housing stock, and must be sold or rented on a fair and open basis.

DHCD provides technical support to both the town and the developer. If a development cannot be built under existing zoning, the developer may seek a comprehensive permit allowing the development to be built at a higher density than allowed under existing zoning.

LIP projects are subject to profit limitations. For homeownership projects, profit and developer fees to all partners and owners are limited to no more than 20 percent (20%) of the total development costs. For rental and cooperative housing projects, the LIP regulatory agreement, signed by the community, developer, and DHCD, limits distribution of return to all partners and legal or beneficial owners to a maximum of 10 percent (10%) equity per year during the time when the affordability restrictions are in place.

## Who Is Eligible

Both for-profit and non-profit developers may use the LIP program in concert with a city or town, as the town and developer jointly submit the application.

## Application Process

LIP applications are available on the DHCD website, or by calling the LIP staff at 617-573-1301. Information to be provided in the application includes the following:

1. Documentation of developer's interest in the site (ownership, option purchase, etc.)
2. Description of current site conditions
3. Site plan
4. Sample floor plans of the proposed units, units identified by size, type and proposed cost
5. A financial pro forma of the project
6. Appraisal of the site

LIP staff review the application, conduct a site visit and evaluate the application. If the project as proposed is approved, DHCD will issue a site eligibility letter so that the developer may apply to the local Zoning Board of Appeals for a Comprehensive Permit.

### For more information:

Please click [here](#) or call the Division of Housing Development at (617) 573-1300.

## Additional Information

[Local Initiative Program Sample Deed Rider \(/files/documents/2017/10/16/lipdeedrider\\_0.pdf\)](/files/documents/2017/10/16/lipdeedrider_0.pdf)

[Accessory Apartment Application \(/doc/accessory-apartment-application/download\)](/doc/accessory-apartment-application/download)

[Comprehensive Permit Application as a fillable form \(/doc/comprehensive-permit-application-as-a-fillable-form/download\)](/doc/comprehensive-permit-application-as-a-fillable-form/download)

[Local Action Units Application \(/doc/local-action-units-application-0/download\)](/doc/local-action-units-application-0/download)

[Handbook: Approach to Chapter 40B Design](#)

[Reviews \(/files/documents/2017/10/16/handbook-approachtoch40b-designreviewa.pdf\)](/files/documents/2017/10/16/handbook-approachtoch40b-designreviewa.pdf)

[2010 Minority Percentages by Metropolitan Statistical Area \(/files/documents/2017/10/16/percentracialethnicminority.pdf\)](/files/documents/2017/10/16/percentracialethnicminority.pdf)

[LIP Policy Regarding Restrictions on Children in 55+](#)

[Housing \(/doc/lip-policy-regarding-restrictions-on-children-in-55-housing/download\)](/doc/lip-policy-regarding-restrictions-on-children-in-55-housing/download)

## CONTACT

### DHCD Contact

#### Address

Main Office

100 Cambridge St, Suite 300, Boston, MA 02114

[Directions \(https://maps.google.com/?q=100+Cambridge+St%2C+Suite+300%2C+Boston%2C+MA+02114\)](https://maps.google.com/?q=100+Cambridge+St%2C+Suite+300%2C+Boston%2C+MA+02114)

#### Phone

Main Office (617) 573-1100 (tel:6175731100)

Please listen for phone menu options for DHCD divisions

TTY (617) 573-1140 (tel:6175731140)



All

[Topics \(/topics/massachusetts-topics\)](/topics/massachusetts-topics)

Site

[Policies \(/site-policies\)](/site-policies)

Public Records

[Requests \(/topics/public-records-requests\)](/topics/public-records-requests)

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# Letters of Interest

Select Board Appointees		How many people do we need?			Seeking (re)appointment	Recommended Term
Board of Appeals - Alternate	1 year term	1 seats (June 30, 2023)	0		Meghan Walter	6/30/2023
Bylaw Review Committee	3 year term	3 open seats – terms to be staggered	1		John Dimino; Jeff Garber	6/30/2023
Industrial and Commercial Design Review Committee	3 year term	2 alternates	2			
Memorial Day Committee	2 year term	2 open seats	1		Jillian Kemp	6/30/2024
Municipal Property Tax Relief	3 year term	1 seat (June 30, 2025)	1			
Planning Board – Alternate		2 seats (June 30, 2023) (Joint Appointment with Planning Board and Select Board)				
	1 year term		2			
Recreation Commission	2 year term	1 seat (June 30, 2022)	1			
Scholarship Committee	3 year term	2 seats – terms to be staggered	0		Shirley Raynard; Ilene Twiss	6/30/2024

7.



**Town of Middleton**  
**Memorial Hall**  
**48 South Main Street**  
**Middleton, Massachusetts**  
**01949-2253**  
**978-774-3589**  
***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: Meghan Walter Telephone: 978-810-4359  
 Address: 1 Lakeview Avenue, Middleton MA Bus. Telephone: Same as above  
 Email Address: meghancwalter@gmail.com  
 Occupation: Realtor  
 Background Experience: Former Chair Middleton Cultural Council. 17+ years in (hotel) sales & marketing  
 Long history of ancestry in Middleton and grandparents worked in the town office & very involved with town committees

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 checked="" 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 type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Amount of Time Available: Depends on the week and time of year.

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?

**\*\*Zoning Board of Appeals Alternate\*\***

Meghan Walter  
 dotloop verified  
 06/14/22 3:38 PM EDT  
 ZERU-NELG-VDCA-OTPH

6/14/22

Signature

Date

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

## Jackie Bresnahan

---

**From:** noreply@civicplus.com  
**Sent:** Thursday, June 16, 2022 8:15 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	John
Last Name	Dimino
Board/Commission/Committee	Bylaw Review Committee
Response	Yes- I would like to be newly appointed
Email Address	jjdim620@gmail.com
Best Contact Phone Number	9788803734
Address	171 Forest St
City	Middleton
State	MA
Zip Code	01949
Resume Upload for New Applicants	<a href="#">Resume - John Dimino.pdf</a>
Electronic Signature Agreement	I agree.
Electronic Signature	John J. Dimino

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

## John J. Dimino

Forest St. Middleton, MA · jjdim620@gmail.com · (978) 880-3734

---

### EDUCATION

**American University**, Washington, DC: Dean's List

May 2025

Bachelor of Arts in Interdisciplinary Studies of Communications, Law, Economics and Government (CLEG)

Certificate in Advanced Leadership Studies (School of Public Affairs Leadership Program)

### EXPERIENCE

*Intern, Office of Massachusetts Governor Charlie Baker*, Boston, MA

June 2022- Present

- Working within the Board and Commissions division that oversees 700 boards and approx. 3,500 appointments regarding almost every state department and policy area
- Update division website and back-end data to ensure its reflective of boards operating status and relevant statutes to promote transparency and efficiency
- Thoroughly screen applicants for appointment and coordinate relevant information among office employees

*Student Scholar, AU SPA Public Affairs and Policy Lab*, Washington, DC (Remote)

May 2022- Present

- Assisting Prof. Mierer with a research project titled *Empowering Citizens to Enforce Laws: Vigilante Policy Implementation?*
- Research and analyze the impact of private enforcement on civic engagement, civil liberties, and polarization

*Student Ambassador, Cindy Axne for Congress*, Des Moines, Iowa, (Remote)

November 2021-April 2022

- Assisted the Organizing Director with day-to-day campaign activities and projects
- Wrote nearly a dozen unique letters to the editor on a range of subjects for volunteers to publish
- Phone banked for the purpose of voter persuasion and volunteer recruitment.

*Intern, Office of Massachusetts Representative Brad Jones*, Boston, MA, (Remote)

June 2021-August 2021

September 2020 - December 2020

- Researched issue and current affairs facing the district and presented findings to local affairs staff via PowerPoint
- Designed social media posts on Canva to commemorate special occasions that were disbursed through accounts
- Reviewed and summarized constituent voice messages and alerted appropriate staff members in order for them to receive necessary assistance

### STUDENT LEADERSHIP EXPERIENCE

*Member, Student Involvement Governing Document Workgroup*, American University

June 2022-Present

- Founding member of workgroup tasked with rewriting and reworking our student government's governing documents by university administration to remove contradictions and further promote collaboration

*Senator for the Class of 2025, 17th Undergraduate Senate*, American University

October 2021-Present

- Advocate and represent the student body through regularly attending meetings and introducing legislation
- Serving on the Committee of Accessibility, Transparency, and Accountability to serve as a check on the Executive and ensuring the student government is working for all students
- Elected to the Special Committee on Finance to manage and allocate a \$100,000 budget for the organization

*Parliamentarian, Residence Hall Association*, American University

September 2021-Present

- Interpreting the Constitution and Bylaws and ensure they are being abided by through reviewing legislation and advising the President via attendance of General Assembly and Executive Board meetings
- Working to modernize the documents to overcome current wordiness, contradictions, and lack of relevance
- Oversee rules, procedures, compliance, and election administration for every facet of the organization

*Member, School of Public Affairs Leadership Program*, American University

August 2021-Present

- Accepted into to this program within the School of Public Affairs to cultivate leadership skills through a social action project and leadership development labs
- Researched the polarization surround immigration and its tangible effects on immigration policy then delivered a symposium presentation about our findings and upcoming social action project
- Developing and implementing a social action project to increase education surrounding immigration misinformation and fundraise for a local DC immigration rights group

## **BYLAW REVIEW COMMITTEE MISSION**

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

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

### **Goals, Objectives and Priorities**

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

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



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Office of the Attorney General (AG). The Commonwealth deems void any contract (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions**, the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** within this form. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>.

9.

<b>CONTRACTOR LEGAL NAME:</b> Town of Middleton Middleton Cultural Council (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts <b>MMARS Department Code:</b> ART	
<b>Legal Address: (W-9, W-4):</b> Memorial Hall 48 South Main Street Middleton MA 01949-2253		<b>Business Mailing Address:</b> 10 Saint James Ave., 3rd Fl.	
<b>Contract Manager:</b> Andrew Sheehan	<b>Phone:</b> 978-777-3617	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> andrew.sheehan@middletonma.org	<b>Fax:</b>	<b>Contract Manager:</b> Tom Luongo	<b>Phone:</b> 617-858-2708
<b>Contractor Vendor Code:</b> VC6000191884		<b>E-Mail:</b> thomas.luongo@art.state.ma.us	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
<b>RFR/Procurement or Other ID Number:</b> FY22-LC-LCC-1162			
<b><u>X</u> NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b><u>      </u> CONTRACT AMENDMENT</b> Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: <u>      </u> , 20 <u>      </u> . Enter <b>Amendment Amount:</b> \$ <u>      </u> . (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
<b>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding:</b> (Check ONE option): <u>X</u> Commonwealth Terms and Conditions <u>      </u> Commonwealth Terms and Conditions For Human and Social Services <u>      </u> Commonwealth IT Terms and Conditions			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). <b>\$6,100</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days <u>      </u> % PPD; Payment issued within 15 days <u>      </u> % PPD; Payment issued within 20 days <u>      </u> % PPD; Payment issued within 30 days <u>      </u> % PPD. If PPD percentages are left blank, identify reason: <u>      </u> agree to standard 45 day cycle <u>      </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u>      </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Local Cultural Council Allocation for the <b>Middleton Cultural Council</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as <u>      </u> , 20 <u>      </u> , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <b>July 01, 2021</b> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2022</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the <b>"Effective Date"</b> of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  (Signature and Date Must Be Handwritten At Time of Signature) <b>Print Name:</b> <u>ANDREW J SHEEHAN</u> <b>Print Title:</b> <u>TOWN ADMINISTRATOR</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> <b>X:</b> <u>      </u> <b>Date:</b> <u>06/14/22</u> (Signature and Date Must Be Handwritten At Time of Signature) <b>Print Name:</b> <u>David T. Slatery</u> <b>Print Title:</b> <u>Deputy Director</u>	

## **Correspondence and informational materials**

# An Introduction to Building a Resilient Financial Management Operation

## Financial Management Resource Bureau

The DLS [Financial Management Resource Bureau](#) has been providing guidance and assistance to municipalities across the Commonwealth for more than 30 years. Over that time, we've analyzed hundreds of financial operations function and observed what characteristics make some more successful than others. In this article, we identify the key players involved in managing a town's finances and highlight the core financial best practices common among fiscally stable communities.

At the foundation of every well-run local government lies strong communication, collaboration, and consensus among its various boards, committees, and professional staff. This also applies to a community's financial operations; the absence of any of these characteristics can lead to a host of inefficiencies, risks, and other costly financial challenges. Everything from pulling together a multimillion dollar operating budget to the daily bookkeeping is influenced by the organization's culture and the institutional practices it has in place.

Focusing on government administration in a town, the select board serves as the chief policymaking body who coordinates the general operations of town government. While these broad responsibilities cover many different aspects of managing a community, it is important that the select board codify several key practices.

As the de facto board the directors, the select board needs to identify the community's mission, along with a set of annual goals and objectives. Not unlike other organizations, the town must have a clear understanding of its values and priorities so it can begin to establish strategic objectives around where it wants to go. Next, the board should focus on developing meaningful financial policies that align with the overall goals of the organization—the absence of which is like baking a cake without a recipe. The policies should be crafted with enough clarity to be readily understood by the public and provide for enough flexibility to operate within that policy. Lastly, the select board needs to participate in the annual budget process and take responsibility for monitoring the municipality's ongoing financial performance.

The town administrator or manager serves as the community's chief administrative officer who is generally tasked with coordinating day-to-day operations. This means administering the policies and procedures laid out by the select board and orchestrating the town's financial management activities, among many other tasks. Although there are often significant differences in the authorities delegated to the town administrator or manager, the position should be established in a town charter or by a special act of the legislature. Often the role is found less formally laid out job description, which doesn't serve as a baseline for stability and continuity in the role regardless of changes in personnel.

In managing the community's financial well-being, the town administrator/manager should be tasked with overseeing the activities of the financial management team, including the town accountant, treasurer, collector, and assessor. As the caretaker of the town's financial records, the town accountant reviews all bills and payroll to ensure they are within budget and are lawful expenditures. The accountant also issues monthly reports to each department on budget-to-actual revenues and spending and retain custody of all municipal contracts and prepare financial reports for the community.

The collector, as the name implies, collects taxes and other receipts such as fees, licenses and permits as authorized for the community. This involves preparing and mailing tax bills, the accounting of receivables, and enforcing liens on delinquent property taxes. The treasurer functions as the town's cash manager who is responsible for the deposit, investment, and disbursement of all town funds and issuing debt on behalf of the community. The treasurer pays the town's bills and often administers payroll and employee benefits. Delinquent property is turned over to the treasurer annually when the collector does a tax taking, and the treasurer manages property which is in tax title or foreclosure.

The assessors are responsible for maintaining a database of all properties in the municipality, including their classification and value. The annual Tax Rate Recapitulation Sheet and annual allowable levy growth report are prepared and submitted by the assessors. The assessors ensure fair and equitable taxes and grant tax abatements and exemptions. The assessors are also responsible for administering motor vehicle, boat, and farm excises.

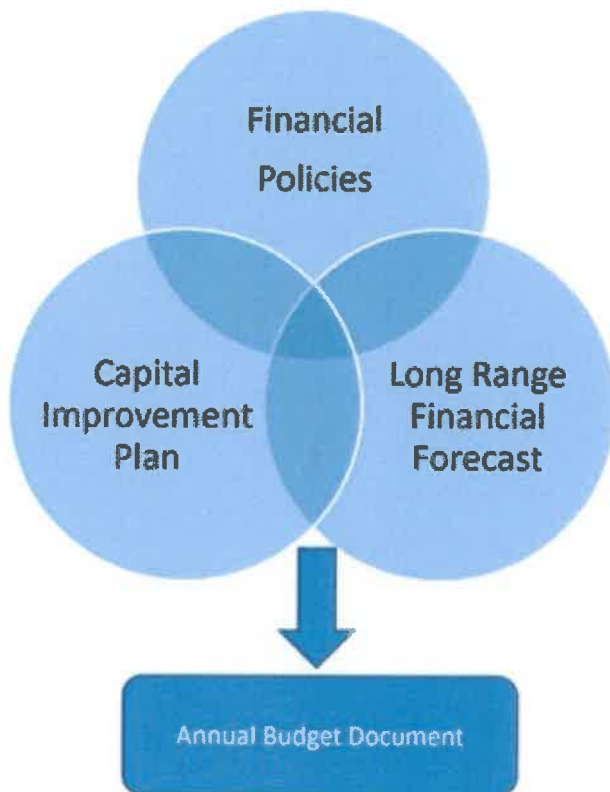
Collectively, the town administrator/manager, accountant, treasurer, collector, assessor, and IT director form the backbone of a community's financial management team. As such, they should hold regularly scheduled monthly meetings to open the lines of communication between and among finance officers. These meetings allow for discussion of overall operations and provide a forum to raise and resolve interdepartmental issues. Building an awareness of how each office is dependent on the performance of others helps to ensure that important checks and balances remain intact.

Financial team meetings also create opportunities to develop new ideas and to analyze the impact of upcoming fiscal events. Working together, financial team members can identify critical junctures and offer early strategies to deal with anticipated areas of concern. In every instance, finance officers can make sure that they agree about goals, deadlines, and everyone's role in the process. The financial management team is not intended to function in a policy-

making role. However, it can be advisory to boards and committees in a way that provides information for use in policy development and implementation.

Team management and cooperation among municipal officials are essential to creating a well-defined, coordinated budget process in which the financial goals of the municipality are achieved. It is critical for all municipal officials involved in the budget process to work together to disseminate important information in a timely fashion so that thoughtful decisions can be made to prioritize among competing spending needs. Municipal officials must work together to prioritize budget items effectively and objectively.

The budget process is the foundation on which all other elements of municipal finance are built. The municipal budget is how municipal officials and the legislative body decide how and where available municipal funds shall be spent. Included in the budget are estimated revenues and expenditures relevant to the daily workings of municipal government as well as capital expenditures. Major expenses include employees' salaries, debt service, ordinary community maintenance, pensions, and health insurance.



The development of a community's budget is a continuous process. Each cycle of the budget process overlaps with the next cycle, from monitoring the current budget to planning for next year's budget. As a result of changing financial needs in the community, it is critical to adjust the budget annually to ensure that municipal needs are met.

The budget is a major policy making tool for the community. As a policy instrument it should clearly define the service priorities and goals of the municipality. A good budget should indicate how the money spent on appropriations in the current year will enable the municipality to achieve its short and long range financial and policy goals. In addition, the budget is an important expenditure control document to ensure that funds are spent in accordance with town meeting specifications. It is also an important communication and public information document.

Annual operating and capital budgets should be developed within the framework of a sound long-range financial plan that addresses reserve, debt, and capital policies and needs. Current year spending decisions can have future year implications and the affordability of recurring expenses over the long term makes budgeting difficult even during good economic times. In those years, a community may have to constrain spending growth in department budgets, while during economic downturns it may have to find the resources to balance the budget or make service level decisions that may affect the whole community.



**Department of Conservation and Recreation**

**Charlie Baker**

*Governor*

**Karyn Polito**

*Lt. Governor*



**Bethany A. Card**

*Secretary*

**Stephanie Cooper**

*Acting Commissioner*



**COMMONWEALTH OF MASSACHUSETTS**

**DEPARTMENT OF CONSERVATION AND RECREATION**

**ACTING COMMISSIONER STEPHANIE COOPER**

**INVITES YOU TO ATTEND**

**2022 MassTrails Grant Award Announcement  
and Recognition of  
the Conine Family Foundation's HubLuv Initiative**

**Tuesday, June 28, 2022**

**9:00AM**

**Wharf Street Park**

Wharf Street, Milton

**For more information email [Mass.Parks@mass.gov](mailto:Mass.Parks@mass.gov)**