

MIDDLETON SELECT BOARD
MEETING AGENDA
FULLER MEADOW ELEMENTARY SCHOOL
NATHAN MEDIA CENTER
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
TUESDAY, OCTOBER 10, 2023
6:00 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/88446830179?pwd=WHBJbjY0Z01rYmNiREVHRDE5dXRvZdz09>

- 6:00 pm 1. Business
- a. Warrant: 2407, FP 27
 - b. Minutes: September 26, 2023 (OS & ES)
 - c. Town Administrator Updates and Reports
- 6:10 pm 2. Public Comment
- 6:15 pm 3. Department Head Updates (no items to be voted):
- a. William Sampson, Middleton Police Department
- 1. Commendation of Detective Adam Maccini, Detective Sergeant David Arathuzik, and Officer Henry Bouchard.
 - 2. Commendation of Officer Thomas McParland and Office Kosta Agganis.
- 6:40 pm 4. Review any updates re: Warrant for the October 17, 2023 Special Town Meeting
- 6:50 pm 5. Review and vote on One Day Liquor License Winter Hill Brewing at The Lot
- 6:55 pm 6. Review and vote on change of owners – Middleton ICA LLC DBA Dairy Queen, Owner Kevin McGrath, Manager Brittany Burkett
- 7:15 pm 7. Discussion of Brigadoon Neighborhood Parking Policy (votes may be taken)
- 7:30 pm 8. Review prior Select Board goals; preliminary discussion on Select Board goal-setting
- 7:45 pm 9. Updates and Announcements

Upcoming Meetings:	October 12	Pre-Town Meeting at the Flint Public Library
	October 17	Special Town Meeting at Howe-Manning
	October 24	Regular Select Board Meeting

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. Votes may be taken on any or all agenda items.



MIDDLETON POLICE DEPARTMENT

65 N. MAIN STREET

MIDDLETON, MA 01949

PHONE: (978) 774-4424, FAX (978) 774-4466

<http://www.middletonma.gov>

WILLIAM P. SAMPSON
CHIEF OF POLICE

Commendation

NATURE: ARREST of Breaking and Entering Suspect
DATE: 09/21/23
TIME: 1100
LOCATION: Best Western Hotel, Woburn
CASE#: 23MID-108-AR
SUSPECT: Darryn PaulPierre-King, AKA Darryn King-Paul Pierre, AKA Darren King of Lowell, MA
AGE: 24
OFFICER(S): Middleton Police Detective Bureau
Detective Adam Maccini
Detective Sergeant David Arathuzik
Officer Henry Bouchard

NARRATIVE:

On 09/21/23 Officers from the Middleton Police Department with the assistance of the Massachusetts State Police's Violent Fugitive Apprehension Section (VFAS) arrested Darryn PaulPierre-King at the Best Western in Woburn on a warrant for the following charges:

1. Breaking and Entering into a building in the night time with the intent to commit a felony, G.L. c. 266§16
2. Larceny from a building, G.L. c 266§20
3. Fraudulent use of credit cards to obtain money, goods or services, over \$1200, G.L. c. 266§37c
4. (4) Counts Breaking and Entering into a vehicle in the night time with the intent to commit a felony, G.L. c. 266§16

This arrest was the result of an extensive police investigation by the Middleton Police Department's Detective Bureau into multiple breaking and entering of vehicles and residences in the Town of Middleton and the subsequent unauthorized use of credit cards, which were stolen during the crimes.

On the evening of Tuesday, August 29th, 2023, the Middleton Police responded a reported breaking and entering of a residence on LeBlanc Lane. Upon arrival it was determined that the suspect broke into a home, via the garage, and subsequently stole items from inside a vehicle, that was parked inside. During the investigation it was determined that the suspect had also broken into other vehicles in the near-by area and stolen various items from within. Among the

items stolen were credit cards, which were subsequently fraudulently used in retail stores in Boston, including Saks of Fifth Avenue, to purchase high-end designer clothing.

Based on this extensive investigation, a suspect, Darryn PaulPierre-King, was identified. Lead Detective Adam Maccini applied for and was granted an arrest warrant for Darryn King-Paul Pierre on the above-named charges. Middleton Detectives with the assistance of the MSP VFAS located Darryn King-Paul Pierre at the Best Western Hotel in Woburn, where he was taken into custody without incident.

Darryn PaulPierre-King was arraigned in Salem District and is currently being held at the Essex County Jail without bail.

This was outstanding police work conducted by the Middleton Police Department's Detective Bureau to identify a suspect, obtain an arrest warrant, and with the assistance of the MSP FVAS, ultimately track him down and arrest him. The detectives' dedication and professionalism to the citizens of Middleton and the victims in this case, is to be commended.

Respectfully,

Chief William Sampson
Middleton Police Department



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WILLIAM P. SAMPSON
CHIEF OF POLICE

Commendation

NATURE: ARREST Stolen Vehicle Pursuit/Accident
DATE: 09/21/23
TIME: 0830
LOCATION: Route 114 / Memorial Hall
CASE#: 23MID-107-AR
SUSPECT: John J. Hallahan of Portsmouth, NH
AGE: 27
OFFICER(S): **Police Officer Thomas McParland**
Police Officer Kosta Agganis

NARRATIVE:

On 09/21/23 at approximately 0830 Officers from the Middleton Police Department were alerted that the Danvers Police Department was in pursuit of a stolen motor vehicle, which was travelling westbound on Rte. 114 approaching the Middleton town line. Officers McParland and Agganis drove towards the Danvers town line in an attempt to assist the Danvers Police. Dispatch alerted the officers that Danvers Police had terminated their pursuit due to the operator's erratic operation and that the stolen vehicle was last seen near the Middleton town Line on Rte. 114.

As Ofc. McParland was travelling on Rte. 114 he observed the stolen vehicle travelling westbound on Rte. 114 operating at a high rate of speed and passing vehicles in the middle of the roadway. As the stolen vehicle passed Ofc. McParland, Ofc. McParland reversed direction on Rte. 114, however, due to the reckless driving of the operator, Ofc. McParland lost sight of the vehicle as it continued westbound in Rte. 114.

Ofc. Agganis, who was further west, then observed the stolen vehicle coming towards him westbound on Rte. 114 still being operated at a high rate of speed in the middle of the road. Ofc. Agganis attempted to stop the stolen vehicle by activating his emergency lights, however, the stolen vehicle swerved around his cruiser and continued westbound on Rte. 114 at a high rate of speed. Ofc. Agganis reversed direction at which time he observed the stolen vehicle approaching the intersection of Rte. 114 and Boston St., where it proceeded to crash into multiple vehicles that were stopped in the area of Memorial Hall. The operator of the stolen vehicle, later identified as John J. Hallaran, proceeded to flee the accident scene on foot, running towards Memorial Hall. Officer's Agganis and McParland pursued the suspect into the rear of Memorial Hall and with the assistance of the staff in Memorial Hall located the suspect behind Memorial

Hall, in the stairwell which leads to the basement door, which was locked. Officers McParland and Agganis were then able to take Hallahan into custody without further incident.

A records check of Hallahan found that he had seven (7) outstanding warrants for his arrest, in both Massachusetts and New Hampshire and that his Massachusetts Driver's license was suspended. Hallahan has over 60 adult arraignments on his record in Massachusetts alone. In addition to the arrest warrants, Hallahan was charged with the following:

1. Being a fugitive from Justice
2. Receiving stolen motor vehicle
3. Operating a motor vehicle with a suspended license
4. Leaving the scene of an accident involving property damage
5. Marked lanes violation
6. Negligent operation of a motor vehicle
7. Speeding

Due to the quick and decisive actions of Officers McParland and Agganis, this dangerous and reckless individual was taken into custody before he seriously injured any citizens and he now will face the courts in both Massachusetts and New Hampshire to answer for his criminal behavior. The officers' actions in this case are a testament to their dedication and professionalism to the citizens of Middleton and their actions are to be commended.

Respectfully,

Chief William Sampson
Middleton Police Department

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Town of Middleton Massachusetts



SPECIAL TOWN MEETING

Tuesday, October 17, 2023

**Howe Manning School Gymnasium
26 Central Street, Middleton, MA**

**OCTOBER 17, 2023 SPECIAL TOWN MEETING
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ARTICLE 4. On petition of the Select Board and Finance Committee, to see if the Town will vote to raise and appropriate; and raise funds from Water Enterprise Revenues to fund collective bargaining agreements; or take any other action relative thereto.

Purpose: This article funds costs associated with contracts negotiated with collective bargaining groups (public employee unions). At the time of printing agreements have been reached with the Middleton Administrative Assistants (formerly Clericals), Middleton Public Works, and Middleton Firefighters. The anticipated total amount for FY 24 is \$143,000. Of that total, \$7,000 is to be funded by Water Enterprise Revenues to the Water Salary and Wages. Of the remaining \$136,000, funds will be distributed to the budget lines as outlined below:

- \$50,000 to Compensation Reserve;
- \$50,000 to Fire Salary and Wages;
- \$11,000 to Transfer Station Salary and Wages;
- \$25,000 to DPW Salary and Wages.

Requires a simple majority vote.

ARTICLE 5. On petition of the Select Board and Finance Committee, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds to the following reserve accounts:

- Stabilization Fund - \$50,000
- Capital Stabilization Fund - \$100,000
- Pension Stabilization Fund - \$50,000
- Other Post-Employment Benefits Liability Irrevocable Trust Fund - \$100,000
- Special Education Stabilization Fund - \$100,000
- Facilities Complex Stabilization Fund - \$300,000

Or take any other action relative thereto.

Purpose: This article will transfer funds to various reserve accounts from Free Cash. The total amount anticipated to be requested is \$700,000 with amounts identified above for each listed fund. Requires a simple majority vote.

TO THE TOWN CONSTABLE:

And you are hereby directed to service this Warrant by posting up attested copies thereof at:

Memorial Hall
Post Office


Flint Public Library
Howe's Station Market

Ferncroft Towers
Fuller Pond Village


HEREOF FAIL NOT, and make due return of this Warrant, with your doings thereof, to the Town Clerk at time and place of meeting aforesaid.

Given under our hands this 26th day of September in the year Two Thousand Twenty-Three.

MIDDLETON SELECT BOARD



Deborah Carbone





A true copy Attest:



Constable of the Town of Middleton

9/27/23
Date Posted

Parliamentary Procedures and Rules for Town Meeting

Town Meetings operate under a version of parliamentary procedure described in *Town Meeting Time*, a manual written and updated by the Massachusetts Moderators Association. In addition to the procedures set forth in *Town Meeting Time*, Town Meetings also are subject to various laws, local rules and habits that evolved over time. The following describes some of the most frequently used rules and procedures of Town Meeting in an effort to help Middleton voters enjoy and participate in our Town Meeting.

Rules and Procedures:

1. The Moderator presides over Town Meeting and regulates the proceedings, decides all questions of order, and makes public declarations of all votes.
2. Any registered Middleton voter may speak to any Article, but all must speak politely and respectfully. Civility is required at all times
3. Voters must be recognized by the Moderator before speaking on any Article.
4. All debate must be directed through the Moderator and not to any individual.
5. Many voters may wish to speak on a topic. Therefore, it is important that speakers be direct and to the point. Speakers are encouraged to add new points to the debate rather than repeat what has already been stated.
6. Attendees are advised to listen closely to the motion as read and projected on the screen. The motion puts the Warrant Article in play and it is the motion that is voted on, not the Article as written in the Warrant. However, there should be a strong similarity between the motion and the Article.
7. Voting is most often done by voice vote. When a voice vote is not clear, the Moderator may call for a standing or counted vote to be taken.
8. The Moderator's judgment can be questioned as to the accuracy of a voice or standing vote as announced. If seven (7) people request a recount of the votes, it shall be done.
9. A voter may move to Amend an Article. Any amendment a voter intends to offer at the meeting should be submitted and reviewed by the Town Clerk, Town Counsel, and the Moderator at least two weeks in advance of the Meeting. There are times that an amendment that was not anticipated is offered by a voter during the Meeting. In such a case, the Meeting will be recessed for the Town Clerk, Town Counsel, and Moderator to review the proposed amendment and make legal and procedural recommendations if appropriate.
10. Any slide presentations, documents or demonstrations a Voter wishes to submit at Town Meeting must be made available for review by the Moderator and Town Clerk at least two weeks in advance of the meeting.

More Formal Parliamentary Procedures:

Quorum is the minimum number of voters who must be present before the Town Meeting can transact business. Middleton's quorum is 100.

Consent Agenda

A Consent Agenda groups non-controversial Articles together under one motion in order to save time in a Town Meeting. A Consent Agenda motion allows for multiple motions, under selected Warrant Articles, to be acted upon as one consolidated motion and voted without sponsor presentation and debate. If seven (7) voters raise their cards and state "Hold" on any Article, the Moderator will remove that Article from the Consent Agenda and that Article will be considered in the usual course of business. The remaining Articles will be voted as a unit.



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-777-3617
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.

Name: _____ Telephone: _____
Address: _____ Cell phone: _____
Email Address: _____
Occupation: _____
Background Experience: _____

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

_____ Board of Health	_____ Recreation Commission
_____ Council on Aging	_____ Historical Commission
_____ Finance Committee	_____ Planning Board
_____ Zoning Board of Appeals	_____ Industrial Commercial Development Review Committee
_____ Conservation Commission	_____ Zoning Bylaw Review Committee
_____ Cultural Council	_____ Other: _____
_____ Other: _____	_____ Other: _____

Amount of Time Available: _____

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?

Signature

Date

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



Town of Middleton
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48 South Main Street
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- REDACTED -
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One Day Liquor License Application

License Fee Payable to the Town of Middleton

ALL QUESTIONS MUST BE ANSWERED AND A TELEPHONE NUMBER PROVIDED

Business Name Winter Hill Brewing Co (Indignant Brewing Co LLC)

Business Address 328 Broadway, Somerville, MA 02145

Social Security Number/FID Number _____

Applicant Information

Individual's Name Breck Bailey

Home Address _____

Mobile Number 203-249-2890

Is the Applicant a United States Citizen? ☒ Yes ☐ No

Driver's License Number & State _____

E-Mail Address breck@winterhillbrewing.com

Date of Event 10/20/23 & 10/21/23 Time from 4p - 7p (10/20), noon - 7p (10/21) to _____

Location of Licensed Activity The Lot on South Main (145 South Main Street, Middleton, MA)

Purpose of Event Beer Garden at The Lot on South Main

Will there be entertainment? ☐ Yes ☒ No

Is the event being catered? ☐ Yes ☒ No

Name of Caterer Existing Food Vendors on Premises (Salty's, Taco Libre, etc.)



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Number of People Attending Adults 100 Children 20

Type of License (select one)

- ☐ One-Day All-Alcoholic (only available for non-profit purposes) ☒ One-Day Beer & Wine
☐ Charitable Wine Pouring ☐ Charitable Wine Auction

Is the alcohol being donated? ☐ Yes ☒ No

Where is the liquor being purchased from? Winter Hill Brewing (Farmer Brewer) & Hogs Head Wine Co.

Are they a licensed wholesaler? ☒ Yes ☐ No

Who will be serving the alcohol? Winter Hill Brewing Co. Employees

Does the server have liquor liability insurance? ☒ Yes ☐ No

Is the event held by, or held for the benefit of, a business or non-profit group?

Business ☒ Yes ☐ No Non-Profit ☐ Yes ☐ No

Will there be a cash bar? ☒ Yes ☐ No

Is there an entrance fee or donation required? ☐ Yes ☒ No

Is the event open to the general public? ☒ Yes ☐ No

****Special One Day Licensees must purchase Alcoholic Beverages from a licensed supplier. Special Licensee cannot purchase alcoholic beverages from a Package Store and cannot accept donations of alcoholic beverages from anyone.****



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-777-3617
www.middletonma.gov

Liability Disclaimer for Special One Day License

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Middleton, and the Select Board as Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

Signature of Applicant

8/30/2023

Date



INDIBRE-01

YKAGR1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Salem Five Insurance Services, LLC 445 Main Street Woburn, MA 01801	CONTACT NAME: PHONE (A/C, No, Ext): (781) 933-3100 FAX (A/C, No): (781) 933-9048 E-MAIL ADDRESS: insurance.services@salemfive.com														
INSURED Indignant Brewing Co LLC 328 Broadway Somerville, MA 02145	<table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A : Hanover</td><td>22292</td></tr><tr><td>INSURER B : Allmerica Financial Benefits Ins</td><td>41840</td></tr><tr><td>INSURER C : Capitol Specialty Insurance Corp</td><td></td></tr><tr><td>INSURER D : Wesco Insurance Company</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hanover	22292	INSURER B : Allmerica Financial Benefits Ins	41840	INSURER C : Capitol Specialty Insurance Corp		INSURER D : Wesco Insurance Company		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZBNH674216	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (An: one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 LIQUOR LIABILITY \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AWN674207	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		XS23030067	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WWC3625231	1/15/2023	1/15/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability		ZBNH674216	7/1/2023	7/1/2024	Aggregate 2,000,000
A	Property		ZBNH674216	7/1/2023	7/1/2024	BPP 275,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
10/20/23 - 10/21/23 beer garden

The town of Middleton is an additional insured per written contract or agreement

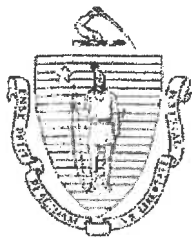
CERTIFICATE HOLDER

CANCELLATION

Beer Garden at the Lot on South Main, Middleton
48 S Main Street
Middleton, MA 01849

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
Lafayette City Center
2 Avenue de Lafayette, Boston, MA 02111-1750
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Indignant Brewing Co LLC (d/b/a Winter Hill Brewing Co)

Address: 328 Broadway

City/State/Zip: Somerville, MA 02145

Phone #: MA

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with 25 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity.
[No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Salem Five Insurance Services

Insurer's Address: 445 Main Street

City/State/Zip: Woburn, MA 01801

Policy # or Self-ins. Lic. # WWC3625231

Expiration Date: 1/15/2024

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature]

Date: 8/29/2023

Phone #: 203-249-2890

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (check one):

1. ☐ Board of Health
2. ☐ Building Department
3. ☐ City/Town Clerk
4. ☐ Licensing Board
5. ☐ Selectmen's Office
6. ☐ Other _____

Contact Person: _____ Phone #: _____

CERTIFIED

 On-Premise

Issued: 06/07/2023

Expires: 06/06/2026

Certificate #: ON 000028858508

Hannah Fayne

111 0000



eTIPS On Premise 3.1

CERTIFIED

Issued: 9/17/2021

Expires: 9/17/2024

ID#: 5557651

Bertram L. Holdredge
Winter Hill Brewing
328 Broadway
Somerville, MA 02145-2803

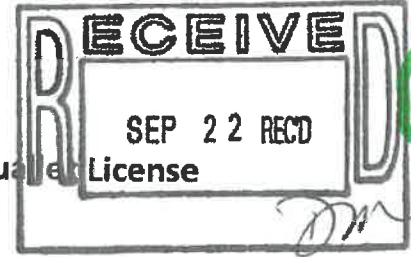
For service visit us online at www.gettips.com

Sally Queen - New Owner

-Redacted-

Town of Middleton

Check list of items to return for Common Victualler License



- ☒ Common Victualler Application signed and completed
- ☒ Copy of required liability insurance certificate
- ☒ Revenue Enforcement and Protection Certification (REAP) – signed and completed
- ☒ Copy of Lease or Proof of Ownership of Building
- ☒ Business Certificate
- ☒ *N/A* Proof of Citizenship
- ☒ Building and Fire Inspection Certificate
- ☒ Health Inspection Certificate
- ☒ Check made payable to Town of Middleton for all applicable fees - \$100



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-777-3617
www.middletonma.gov

Common Victualler/General License Application

ALL QUESTIONS MUST BE ANSWERED AND A TELEPHONE NUMBER PROVIDED

1. Licensee Name: Middleton ICA LLC
2. Name of Manager: Manager: Brittany Burkett, Owner: Kevin McGrath
3. Social Security Number/FID Number: _____
4. Business Address: 250 S Main St Middleton, MA 01949
5. Home Address: _____
6. Telephone Numbers (Please provide all numbers by which you can be reached):
Business Phone: 978-304-1627
Cell Phone: _____
Home Phone: _____
7. Email Address: kmcgrath@northeastica.com
8. Registered Voter? ☒ Yes ☐ No
9. Are you a U.S. Citizen? ☒ Yes ☐ No
10. Court and Date of Naturalization (if applicable) _____
(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)
- 10a. Where? _____
11. Identify your criminal record: (Massachusetts/Any other state/Federal): Have you had any arrests or appearance in a criminal court or have you been charged with a criminal offense regardless of final disposition; (Must check either Yes or No)

☐ Yes ☒ No

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

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

I own and operate 5 other Dairy Queens in MA

13. List all employment for the last five years:

Stonegate Group Natick, MA

14. Hours per week to be spent on the licensed premises: By Manager: 40 hours, Owner: 10 hours

15. Days and Hours of Operation: 10:30 - 9:30 PM (Mon, Tues, Wed, Thurs, Sun) ; 10:30-10PM (Fri, Sat)

16. Seating Capacity: 16

17. Do you own or lease premises? ☐ Own ☒ Lease

17a. If Leased, From Whom? Mcholl Realty Trust

17b. Terms of Lease? Current lease ends Dec 31, 2023 - Just renewed for 5 more years expiring Dec 31, 2028
(Please provide a copy of lease agreement)

Licenses Fees: Common Victualler licensing fees are \$100 and then \$100 for annual renewal every November.

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

Kenna McGrath
Printed Name of Owner

By:  Date: 9/21/23
(Signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Massachusetts, LLC 980 Washington Street Suite 325 Dedham MA 02026		CONTACT NAME: Daniel McDonald PHONE (A/C, No, Ext): (781) 455-6664 E-MAIL ADDRESS: Daniel.McDonald@bbbrown.com FAX (A/C, No):													
INSURED Middleton ICA LLC c/o Stonegate Group LLC 235 W Central Street Natick MA 01760		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Northern Security Insurance Company, Inc.</td><td>NAIC # 25992</td></tr><tr><td>INSURER B: Vermont Mutual Group</td><td>000951</td></tr><tr><td>INSURER C: Hartford Accident and Indemnity Company</td><td>22357</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Northern Security Insurance Company, Inc.	NAIC # 25992	INSURER B: Vermont Mutual Group	000951	INSURER C: Hartford Accident and Indemnity Company	22357	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Hartford Accident and Indemnity Company	22357														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		BP21056523	06/09/2022	06/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CU11005727	06/09/2022	06/09/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WECAV6YML	01/18/2023	01/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Personal Property			BP21056523	06/09/2022	06/09/2023	\$150,000 \$500 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re 250 S Main St Middleton MA 01949
International Dairy Queen Inc and its Affiliates named additional insured ATIMA.

CERTIFICATE HOLDER

CANCELLATION

International Dairy Queen, Inc Audit Dept 8000 Tower Ste 700 8331 Norman Center Drive Bloomington MN 55437	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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

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

Name of Company: Middleton ICA LLC

Address: 250 S Main St Middleton, MA

Title of Person Signing: Owner

Signature of Individual or Corporate Name: 

Printed Name of Above: Kevin J McGrath

Contact Telephone Number: 508 340 6289

Date: 9/22/23

Social Security Number or Federal Identification Number: _____

Email Address: kmcgrath@northeastica.com

THIS INDENTURE

Made the 28th day of December in the year two thousand & nineteen between **McHoll Realty Trust**
41 Woodland South
Lynn, MA 01904
Phone: (781) 593-6076

(hereinafter called the Lessor which expression shall include heirs and assigns where the context so admits) of the one part, and **Duncan & Linda Colby DBA as Colbyco Enterprises Inc.**
36 South Martin Road
Amesbury Mass. 01913
(978) 388-5376 Cell 978 270 6326

I.com (hereinafter called the Lessee which expression shall include executors, administrators and assigns where the context so admits) of the other part, **WITNESSETH**, That in consideration of the rent and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor do hereby demise and lease unto the Lessee:

January 1, 2019– December 31, 2019 – \$2,600 per month	Total per year \$31200
January 1, 2020 – December 31, 2020– \$2,650 per month	Total per year \$31800
January 1, 2021 – December 31, 2021 – \$2,700 per month	Total per year \$32,400
January 1, 2022 – December 31, 2022 – \$2,750 per month	Total per year \$33,000
January 1, 2023 – December 31, 2023 \$2,800 per month	Total per year \$33,600
Option years – See Appendix A	

TO HAVE AND TO HOLD the premises hereby demised unto the Lessee, the term of (see above schedule) beginning with the First day of January in the year two thousand and nineteen.

YIELDING AND PAYING therefor the yearly rent of **\$31200** dollars during the said term, by equal payments Of **\$2,400** Dollars on the First day of each month for the year ending with December 31, 2019.

The first monthly payment to be made on the First day of January next, and also at the legal determination of this lease a proportionate part of the said rent for any part of an agreement then unexpired. And the lessee do hereby, both individually and as a firm, covenant with the Lessor that the Lessee during the said term and for such further time as or any other person or persons claiming under this agreement shall hold the said premises or any part thereof, will pay unto the Lessor the said rent at the times, and in the manner aforesaid (except as hereinafter provided), and will keep all the singular the said premises in such repair, order and condition as the same are in at the commencement of said term, or may be put in during the continuance thereof, damage by fire or other unavoidable casualty only excepted. (see Appendix "A")

and will pay all charges for water, and will not assign this Lease nor underlet the whole or any part of the said premises without first obtaining on each occasion the consent in writing of the Lessor and will not permit any hole to be drilled or made in the stone or brickwork of the said building or any placard or sign to be placed upon the building, except such and in such place and manner as shall have first been approved in writing by the Lessor, and will keep good, with glass of the same kind and quality as that which may be injured or broken, all the glass now or hereafter in the premises, unless the same shall be broken by fire, acknowledging that the premises are now in good order and the glass whole; and will defray all the expenses of emptying and cleaning the drains and cesspools, and will have the same empty; (SEE APPENDIX "A") and at the expiration of the said term will remove all goods and effects and those of all persons claiming under, and will peaceably yield up to the Lessor the said premises, and all erections and additions made to or upon the same, in good repair, order and condition in all respects, damage by fire or other unavoidable casualty excepted; and during the said term, and such further time as aforesaid, and said premises shall not be overloaded, damaged or defaced; and no trade or occupation shall be carried on upon the said premises or use made thereof which shall be unlawful, improper, noisy or offensive, or contrary to any law of the Commonwealth or ordinance or by-law for the time being in force, of the city or town in which the premises are situated, or injurious to any person or property; and no act or thing shall be done upon the said premises which may make void or avoidable any insurance of the said premises or building against fire, or may render any increased or extra premium payable for any such insurance; and no addition or alteration to or upon the said premises shall be made without the consent in writing of the Lessor, and the Lessor or agents may during the said term, at reasonable times, enter to view the said premises, and may remove placards and signs not approved and affixed as herein provided, and may make repairs and alterations to LESSOR shall elect so to do, and may show the said premises and building to others, and at any time within three months next before the expiration of the said term may affix to any suitable part of the said premises a notice for letting or selling the said premises or building, and keep the same so affixed without hindrance or molestation; and any notice from the Lessor to the Lessee relating to the demised premises, or the occupancy thereof, shall be deemed duly served if left at the demised premises addressed to the Lessee.

PROVIDED ALWAYS, that in case the said premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any street or other public use, or shall be destroyed or damaged by fire or other unavoidable casualty, or by the action of the city or other authorities, or shall receive any direct or consequential damage for which the Lessor or the Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority, after the execution hereof and before the expiration of the said term, then this Lease and the said term shall terminate at the election of the Lessor, and such election may be made in case of any such taking, notwithstanding the entire interest of the Lessor may have been divested by such taking, and if LESSOR shall not so elect, then in case of any such taking or destruction of, or damage to, the demised premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent herein before reserved, according to the nature and extent of the injury sustained by the demised premises, shall be suspended or abated until the demised premises, or in case of such taking, what may remain thereof, shall have been put in proper condition for use and occupation.

PROVIDED ALSO, and these presents are upon this condition, that if the Lessee shall neglect or fail to perform or observe any of the covenants contained in these presents, and on part to be performed or observed or if the estate hereby created shall be taken on execution, or by other process of law, or if the Lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of real property for the benefit of creditors, then, and in any of the said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the Lessor lawfully may, immediately, or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole, and repossess the same as of former estate, and expel the Lessee and those claiming through or under AGREEMENT and remove ALL effects (forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this Lease shall determine; and the Lessee covenant that in case of such termination will indemnify the Lessor against all loss of rent and other payment which may incur by reason of such termination during the residue of the time first above specified for the duration of the said term.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and common seal the day and year first above written.

Edward Holland Trustee

APPENDIX "A"

Additional conditions of Lease between **McHoll Realty Trust** dated **December 28 2018** and **Duncan & Linda DBA as Colbyco Enterprise Inc.** dated December 2018.

1. The premise is to be delivered in a condition of "As Is" with unfinished walls, bathroom in working condition but unpainted. The gas-heating unit will be installed by landlord and the electric service shall be installed by landlord to the box. The ductwork and wiring from the box shall be the responsibility of tenant. All improvements shall become property of landlord at termination. Ceiling grid and tile shall be installed by landlord.
2. Any subdivision of the premises, or additions or improvements, or the adding of divider walls shall be only with the written permission of the landlord.
3. The landlord is providing water for personal and usual uses, exclusive of any use relating to the operation of equipment, for processing of food, or providing service or product to the general public. Any such additional uses may be charged back to the tenant, and upon receipt of such backcharge, tenant shall pay said amount for non-personal uses of water to landlord, provided such allocation is reasonable.
4. The parking lot shall be maintained with reasonable care by landlord; however, landlord shall not be responsible for any loss due to inaccessibility of the parking area for causes beyond his control, such as blocked drains, or extraordinary snow and ice conditions.
5. The tenant shall not be prohibited from selling, assigning or subletting the leased premise to a franchisee, subsidiary or business. Landlord must approve any sale. No assignment or subletting of the leased premises shall limit the obligations herein contained to the landlord by the tenant.
6. Tenant shall, each year during the term of this lease or extension hereof pay an amount equal (121/2%) percent of the real estate tax to the Town of Middleton, or to be paid, during the fiscal year on the total future and present buildings on South Main Street, Middleton, Massachusetts. The tax apportionment shall be based on the square footage proration in relation to the whole building. Taxes will be sent to McHoll Realty Trust at 41 Woodland South Lynn Ma. 01904
7. The tenant shall carry comprehensive coverage public liability insurance in minimum limits of \$100,000 to \$300,000 on personal injury and \$10,000 for property damage, with the landlord named as one of the insured, and landlord shall be provided with a certificate of insurance, and carry contents and glass breakage coverage.
8. Up to sixty (60) days prior to the termination of this Lease, tenant shall have the first refusal to extend this Lease for an additional five (5)-year period. Such notice of exercise of such option shall be in writing and delivered to the landlord at lease sixty (60) days prior to the termination of this Lease. If exercised, the terms during the extension period shall be upon the same terms and conditions as contained during the original Lease period, except as to the rent. The rent during each year of the five (5) year extension period shall be determined annually as follows: Rent determined by landlord based on current rates on similar businesses at time of original five (5) year Lease termination, or as reasonably approved by landlord.
9. Tenant shall maintain all heating and air-conditioning equipment, to the extent that such equipment is presently in place, in good repair, and all service, replacement parts and replacement of units or elements shall be at the exclusive expense of the tenant. Heating & Air Conditioning unit must be serviced in spring and fall with copy of service call going to landlord. Tenant shall pay all gas and electrical energy costs.

10. Landlord shall maintain the septic system, except that if there is a clogage of the sewer pipe because of hair or other foreign substances put into the system by tenant, the tenant shall be responsible for any costs of repair.

11. Taxes are due quarterly on February 1st, May 1st, August 1st and Nov 1st of each year. Any payments after those dates are subject to a 10% penalty per month of unpaid taxes.

12. Rent is due on the 1st of each month, and is considered late if not paid by the 10th of each month. A penalty of 10% may be added to each late payment. Additionally, any late payments that cause Landlord additional costs, or any Bank returned check costs, these costs to be borne by tenant.

13. Tenant shall pay on demand the landlord's expenses, including reasonable attorneys fees, incurred in enforcing any obligation of the Tenant under this lease.

McHoll Realty Trust

Edward Holland
Trustee

Assignee:

Middleton ICA LLC

Vin



Town of Middleton

Business Certificate

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

Name of Business: Middleton Ice Cream LLC dba Dairy Queen

Business Address: 250 S Main St Middleton, MA 01949

Business Phone: 978 304 1627 Email Address Kingcrath@northeastica.com

Nature of Business Ice Cream Quick Service Restaurant

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

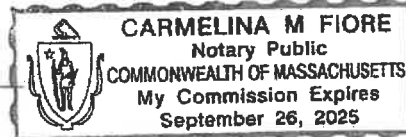
1. Kevin McGrath Owner/Corporate Officer Name Residential Address _____ City, State, Zip 72493

2. _____ Owner/Corporate Officer Name Residential Address _____ City, State, Zip

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

Signatures: 1. Kim

2. _____



on Sept 22, 2023 the above-named person(s) personally appeared before me and made oath that the forgoing statement is true.

Seal

Carmelina M Fiore
Notary Public/Town Clerk Signature

1. Identification presented: ☒ Driver's License # _____

☐ Other _____

2. Identification presented: ☐ Driver's License # _____

☐ Other _____

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

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

Certificate Number 23-72

Date Processed Sept 22, 2023

Certificate Expiration Sept 22, 2027

☒ New ☐ Renewal



The Commonwealth of Massachusetts

Town of
Middleton, MA 01949
New and Renewal Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (The Eighth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (An Act to further enhance fire and life safety), this certificate of inspections is issued to the premise or structure or part thereof as herein identified.

Issued to	Name of Establishment Dairy Queen of Middleton					Certificate No. C122-000056
Located at	Property address including street number, name, city or town and county 250 S. Main Street					Certificate Expiration 12/31/2023
Use Group Classification(s)	Dining Room A-2					
Allowable Occupant Load	40					

This certificate of Inspection is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.

Name of Municipal Fire Chief	Doug Lecolst	Name of Municipal Building Commissioner	Scott Fitzpatrick	Date of Inspection	12/19/2022
Signature of Municipal Fire Inspector	LT. J. J. H. 35 1-3-23	Signature of Municipal Building Official	[Signature]	Date of Issuance	12/30/2022



Town of Middleton
Health Department
195 Main Street, 01949

FOOD SAFETY INSPECTION REPORT

R-9

Dairy Queen
250 South Main Street
Middleton, MA 1949

<u>Inspection Number</u>	<u>Date</u>	<u>Time In/Out</u>	<u>Inspection Type</u>	<u>Client Type</u>	<u>Inspector</u>			
E1C03	9/4/23	11:55 AM 12:08 PM			F.Giacalone			
<u>Permit Number</u>	<u>Risk</u>	<u>Variance</u>	<u>Rating</u>	<u>Score</u>	<u>Priority</u>	<u>Pf</u>	<u>Core</u>	<u>Repeat</u>
HFL16-000	3		Perfect	100	0	0	0	

Summary of Violations

Priority	Priority f	Core	Total	Score	Rating
0	0	0	0	100	Perfect

Priority "P" violations not marked "COS" must be corrected within 72 hours.

Priority foundation "Pf" violations not marked "COS" must be corrected within 10 days.

Core "C" violations not marked "COS" must be corrected within 90 days.

F.Giacalone

Kim Rines - Expires
Certificate #:

Notes

FOOD SAFETY INSPECTION REPORT

Page Number

2

Dairy Queen
250 South Main Street
Middleton, MA 1949

Inspection Number
E1C03

Date
9/4/23

Time In/Out
11:55 AM
12:08 PM

Inspector
F.Giacalone

Inspection Report (continued)

Repeat Violations Highlighted in Yellow

Positive Notes**Proper Food Safety Practices****98 98 Proper Food Safety Practices - Establishment -**

N Areas and equipment clean and maintained. Food safety and allergen certificates current. - Excellent.

FOOD SAFETY INSPECTION REPORT

Page Number

3

Dairy Queen
250 South Main Street
Middleton, MA 1949

Inspection Number
E1C03

Date
9/4/23

Time In/Out
11:55 AM
12:08 PM

Inspector
F.Giacalone

Inspection Report (continued)

Repeat Violations Highlighted in Yellow

Temperatures

Area	Equipment	Product	Notes	Temps
Back area	Sot serve unit1	Ambient		12 °F
Back area	Dairy walk in	Ambient		36 °F
Back area	Misc.	2 door freezer ambient		6 °F
Front	Deli unit	Pineapple		39 °F
Front	Deli unit	Hot dogs		38 °F
Front	Sot serve unit1	Ambient		36 °F
Front	Soft serve unit 2	Ambient		34 °F

Town of Middleton • Health Department • 195 North Main St. • 01949

FOOD SAFETY INSPECTION REPORT

Page Number

4

Dairy Queen
250 South Main Street
Middleton, MA 1949

Inspection Number
E1C03

Date
9/4/23

Time In/Out
11:55 AM
12:08 PM

Inspector
F.Giacalone

Inspection Report (continued)

Repeat Violations Highlighted in Yellow

Front	Soft serve unit 2	Ambient	34 °F
-------	-------------------	---------	-------

Temperatures in RED identify items in the temperature danger zone. See the report notes for specific details.

TOWN OF MIDDLETON

OFFICE OF THE TOWN ADMINISTRATOR

48 South Main Street, Middleton, MA 01949



Telephone (978) 777-3617
justin.sultzbach@middletonma.gov

TO: Select Board
FROM: Justin Sultzbach, Town Administrator
DATE: October 10th, 2023
RE: Brigadoon Neighborhood Parking Policy

Board Members,

As you are aware, some Fuller Meadow related traffic and parking issues have been flooding over into the adjacent Brigadoon neighborhood at a rate more frequent than typical. As a follow up to a parallel conversation held at your recent September 26th Select Board meeting I have discussed some aspects of the issue with Legal Counsel. In particular, I worked with Attorney Talerman to review how other communities have deal with similar issues in the past. One proposed solution would be the implementation of a parking ban (for example, posted No Parking M-F 7-9am, 2-4pm). I have attached an email correspondence highlighting MGL c.90, s.18 that outlines the procedure necessary for a Select Board to institute such a policy should you have an appetite to do so. It is also worth noting that Superintendent Morrison recently released an updated request to parents to not use that area for dropping off and picking up (copy of letter included in your packet). The gesture from the Schools and commitment to being good neighbors is certainly appreciated.



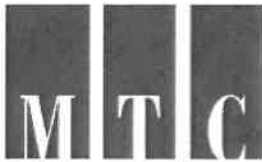
Justin Sultzbach

From: Jay Talerman <jay@mtclawyers.com>
Sent: Thursday, September 28, 2023 2:15 PM
To: Justin Sultzbach
Subject: road use

[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.

Justin: Following up on our conversation of this morning, see the below provisions of G.L. c. 90, s. 18:

The city council, the transportation commission of the city of Boston, the board of selectmen, park commissioners, a traffic commission or traffic director or the department, on ways within their control, may make, amend or rescind special regulations as to the speed of motor vehicles ~~and may prohibit the use of such vehicles altogether on such ways~~. In the case of a speed regulation, or an amendment or rescission thereof, no such action shall take effect unless the department shall have certified in writing that such regulation, amendment or rescission is consistent with the public interests. In the case of any special regulation other than a speed regulation, no such special regulation or amendment or rescission thereof shall take effect unless it shall have been published in 1 or more newspapers, if there be any, published in the town in which the way is situated, otherwise in 1 or more newspapers published in the county in which the town is situated.



Jason R. Talerman
Mead, Talerman & Costa, LLC
730 Main Street · Suite 1F · Millis, Massachusetts · 02054
Phone 774.993.5000

jay@mtclawyers.com · www.mtclawyers.com

The information contained herein is confidential and may be protected by the attorney-client and/or other applicable privilege(s). It is intended only for the named recipient(s). If you are neither an intended recipient nor a person responsible for delivery to a recipient, you are hereby notified that any unauthorized use, dissemination, distribution or reproduction of the contents hereof is strictly prohibited and may be unlawful.

If you have received the above transmittal in error, please delete the message and any attachment(s) hereto from your e-mail system and notify us immediately.

☛ Think before you print.

Justin Sultzbach

From: Scott Morrison <smorrison@tritownschoolunion.com>
Sent: Wednesday, October 04, 2023 10:28 AM
To: Justin Sultzbach; William Sampson (MPD); Jennifer Roberts; Jeffrey Bryson
Subject: Traffic and Brigadoon Letter (just sent)

[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.

Jen, Jeff, Bill, Justin,

Letter below was just sent:

Dear Fuller Meadow and Howe-Manning Parents/Guardians,

Traffic patterns in and around Fuller Meadow continue to be monitored by school and Town personnel. The purpose of this communication is to share information as it relates to short-term and long-term planning.

- 1.
- 2.
3. The School Department is working closely with Town partners to seek solutions on how
4. we can increase the cueing capacity on Fuller Meadow property. One current proposal being reviewed is widening the right-hand side of the driveway. This proposed idea is in the early stages and updates will be sent if/when this proposal progresses from an
5. idea to a reality.
- 6.

- 2.
- 3.
4. Please continue to be mindful of Brigadoon neighbors as there has been a large increase
5. in traffic in that neighborhood that currently exceeds the number of students who actually live in that area.
- 6.

- 3.
- 4.
5. Families who live outside Brigadoon have multiple options for student transportation
6. (regular bus, parent pick-up, transfer bus) and these options are not all available to the Brigadoon neighborhood.
- 7.

- 4.

- 5.
6. For non-Brigadoon families, dismissing a student as a walker should be utilized for
7. appointments or other extenuating circumstances as necessary and not just convenience.
- 8.

- 5.
- 6.
7. The current patterns occurring in that neighborhood have created a degree of congestion
8. that is not sustainable, particularly as we head into a season of inclement weather.
- 9.

Please know how much we appreciate everyone's consideration of this information and we will continue to monitor and communicate on this topic as needed. Additionally, for those who can utilize other transportation options, thank you for doing so. Ultimately, we want to keep the roads as uncongested as possible in case public safety personnel need to get through, and also to maintain a safe arrival/dismissal for our families and students.

Sincerely,

Jennifer Roberts, Principal
Jeff Bryson, Principal
Scott Morrison, Superintendent
Bill Sampson, Police Chief
Justin Sultzbach, Town Administrator



TOWN OF MIDDLETON
OFFICE OF THE TOWN ADMINISTRATOR

48 South Main Street, Middleton, MA 01949

Telephone (978) 777-3617
justin.sultzbach@middletonma.gov

TO: Select Board
FROM: Justin Sultzbach, Town Administrator
DATE: October 10th, 2023
RE: Select Board Goals

Board Members,

Attached you will find a copy of your most recently adopted set of goals from July 12th, 2022. Typically these would be reviewed at the beginning of each Fiscal Year, however given the transition in my seat such a discussion in July would not have been terribly productive.

With that said, as I close out my first quarter in Middleton I would like to engage the Board in reviewing your most recent goal list. Any updates discussed in this meeting can be implemented in an updated document to be brought forth at your upcoming October 24th, 2023 Select Board Meeting.

Thank you,

Justin



**TOWN OF MIDDLETON
PRIORITIES AND GOALS
FY2023-2025**

**ADOPTED BY THE SELECT BOARD
JULY 12, 2022**

Introduction: This document is intended as a guide for the Select Board, Town Administrator, and Town departments. It is intended to provide a broad framework within which we operate and direct our time, efforts, and resources. Commencement is expected during the identified time horizon, though completion may extend past the identified time horizon.

1. Continue to support the Town Building Committee to keep the public facilities project on budget and schedule. The project will be undertaken with a long term view, ensuring it meets near and long term needs, minimizes operational costs, and takes advantage of modern building technologies. The Town will identify and pursue external funding in order to minimize the impact on property taxpayers. Alternative funding sources may include but are not limited to Community Preservation Fund, State and Federal assistance, donations, and sale of Town assets. **Period of Performance: FY23-25**

Milestones:

- **FY23-24: Design, engineering, permitting**
- **FY24-25: Construction, site work**
- **FY25-26: Move-in, project close-out**

2. Implement the Pedestrian Improvement Plan and provide updates via Select Board meetings and the Town website. **Period of Performance: FY23-24**

Milestones:

- **FY23: Don't Block the Box, Central Square study, website updates**
- **FY24-25: Begin sidewalk extensions**

3. Conduct a Town-Wide Fee Study. **Period of Performance: FY23-24**

Milestones:

- **FY23: Conduct fee study; recommend changes for Select Board adoption**
- **FY24: Implement findings into FY24 budget**

4. Develop information technology with additional projects through the Regional IT Collaborative and newly funded IT position. **Period of Performance: FY23-24**

Milestones:

- **FY23-24: Transition to Regional IT Collaborative, migrate functions**
- **FY23-25: Build local fiber network, connect to regional fiber network, continue to migrate away from paper records**

5. Increase recruitment strategies for volunteers and committees. **Period of Performance: FY23-25**

Milestones: FY23-25: Promote vacancies using multiple means, develop and hold citizen academy

6. Support the Solid Waste Advisory Committee in developing a long term strategy for solid waste management. **Period of Performance: FY23-25**

Milestones:

- **FY23-24: Support SWAC's data gathering; evaluation of options**
- **FY25: Implementation**

7. Develop a plan to maximize the effectiveness of American Recovery Plan Act (ARPA) funds. The focus is on long term resiliency and sustainability. To the extent practicable and permissible, ARPA funds will be used to leverage other funds.

Period of Performance: FY23-26

Milestones:

- **FY23: Execute commitments already voted, identify and commit 2/3 of ARPA funds**
- **FY24-26: Continue to execute commitments, commit remaining ARPA funds**