

# MIDDLETON BOARD OF SELECTMEN

## MEETING AGENDA

TUESDAY, MARCH 9, 2021

7:00 PM

*This meeting is being recorded*

*Due to the state of emergency in Massachusetts due to the COVID-19 outbreak, this meeting will be held via ZOOM, an internet based meeting space. It is the intent that the virtual meeting space will be made accessible to the public; however, if this is not possible despite best efforts, the full and complete transcript of the meeting will be posted on the Town's website as soon as practicable upon the conclusion of the proceedings. To join the meeting, go to <https://us02web.zoom.us/join> Meeting ID: 857 7602 6337 Password: 385241 or by phone 1 (929) 205-6099.*

Join Zoom Meeting

<https://us02web.zoom.us/j/85776026337?pwd=bzF0OWorQXErN3VkbkN6T09TTjROQT09>

Meeting ID: 857 7602 6337

Passcode: 385241

One tap mobile

+13017158592,,85776026337#,,,\*385241# US (Washington DC)

+13126266799,,85776026337#,,,\*385241# US (Chicago)

Dial by your location: +1 301 715 8592 US (Washington DC)

1. 7:00 Warrant: #2119  
Minutes: Open Session:  
Town Administrator updates and reports
2. 7:15 Public Comment Period
3. 7:20 Update and discussion on Special Town Meeting originally scheduled for January 28, 2021 and continued to February 25, 2021
4. 7:30 Review and vote to adopt a license fee for Class 1 auto dealers licenses; the recommended fee is \$200
5. 7:35 Review and vote on an Entertainment license for Serenitee Catering Corp, d/b/a Maggie's Farm at 189 South Main Street to include live music and televisions. Detailed hours listed on Application.
6. 7:45 Review and vote on application from Mann & Mann, on behalf of Serenitee Catering Corp., d/b/a Maggie's Farm, at 119 South Main Street license number 00036-RS-0704 for approval to Transfer the On premise, Restaurant All Alcoholic Liquor License, Common Victualler's License and Entertainment license to North Shore Cantina, INC. d/b/a Chancho's. Manager Max Arvidson, will be remaining the same.
7. 8:00 Begin review of warrant for the 2021 Annual Town Meeting
8. 8:15 Vote to appoint Linda Cornell to the Council on Aging with a term through June 30, 2022
9. 8:20 Vote to accept the following gifts and donations:
  - New England BioLabs: \$5,000 to the Middleton Senior Center
  - Anonymous: \$500 to the Middleton Food Pantry
10. 8:25 New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed

Upcoming Meetings:	March 23	Regular BOS meeting
	March 25	Joint Meeting with Finance Committee: FY22 Budget Hearing
	April 6 & 20	Regular BOS 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.*

1.

**MEETING MINUTES**  
**BOARD OF SELECTMEN**  
**Tuesday, February 23, 2021 7:00 PM**  
**This meeting was recorded**

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

*Present: Chair Rick Kassiotis, Brian Cresta, Tim Houten, Kosta Prentakis*

*Absent: None*

*Others Attending: Town Administrator Andy Sheehan, Minutes Secretary Judi Stickney, Paul Pellicelli, Adam Stone, Taylor Galusha, Town Clerk Ilene Twiss, Chief James DiGianvittorio, Ana Julian, Melissa Gnoza Ogden, David West, and others*

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

**ROUTINES**

- **Warrant Approval:** Town Administrator Andy Sheehan provided a brief review of Warrant #2118: Payroll: \$730,428, Bills Payable: \$3,436,691, 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 **Houten**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously by roll call vote to approve the warrant as presented.

**Roll Call (Called by Clerk Houten):**

**PRENTAKIS:** Yes  
**CRESTA:** Yes  
**KASSIOTIS:** Yes  
**OUTEN:** Yes

- **Minutes:** After a brief review of available minutes, the Board took the following action:  
On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to accept the minutes of February 9th, 2021 as written.

**Roll Call (Called by Clerk Houten):**

**PRENTAKIS:** Yes  
**CRESTA:** Yes  
**KASSIOTIS:** Yes  
**OUTEN:** Yes

- **Town Administrator's Report:** Town Administrator Andy Sheehan provided the Board with information and updates on the following:
  - **FY2022 Operating Budget Summit:** Sheehan advised the public that the Board and the Finance Committee held the FY2022 Operating Budget Summit on February 6<sup>th</sup> to discuss the operating budget. The video of that meeting is available online. The next joint meeting will be on March 6<sup>th</sup>. The primary focus of that will be the capital budget. It will be broadcast live on Zoom. There will be one additional joint meeting on March 25<sup>th</sup>.
  - **Interview with Town CFO Sarah Wood:** Sheehan reminded viewers that there is a video on the town's website of his interview with CFO Sarah Wood, who provides detailed information on where the Town's funds come from to pay for the operating budget. It has gotten a positive response. Sheehan expects to post an additional video on the capital budget.
  - **Meeting with Reps from MassDOT:** Sheehan advised that MassDOT is working on the design of the Maple Street Bridge over the Ipswich River. The project is scheduled for 2024. At that time, it will be 9 years since the Jersey barriers went up. Getting across the river is a challenge with the rail trail and they are trying to marry the pedestrian crossing with the bridge project. They have also gotten support from the State delegation.
  - **Fiber Network Agreement:** Sheehan announced he signed a contract with Comm-Tract to build the fiber network connecting Town buildings. There was money in the FY21 capital budget for that project. They are working with Danvers, who will be the hub. This contract covers just the network of the town's buildings; connecting with the hub will be the next phase.
  - **DPW Does a Great Job:** Sheehan noted that the DPW always does a great job, many times under the radar and without a lot of fanfare. Sheehan added that they were out on the weekend of January 30<sup>th</sup>, the first of the really cold weekends. They were working all day Friday into the evening Friday and into Saturday on a water main leak. They were able to identify the leak and get that buttoned up to get us through until springtime. They have been out with a lot of plowing, sanding and chemical applications. The Town appreciates their efforts. Sheehan added that we dodged a bullet last week in that we never got the intensity that was predicted. The Snow and Ice budget is not yet at a deficit. They will keep an eye on it and will keep the board informed. They will have an update at the Finance meeting on March 6<sup>th</sup>.

**7:16 PM Public Comment Period:** There were no public comments.

**7:17 PM Appreciation for Police Chief James DiGianvittorio (Ret.) for his dedication to policing and his dedication to the Town of Middleton:**

The Board welcomed retiring Police Chief James DiGianvittorio. The Chair announced that the Chief's retirement is bittersweet. He went on to thank the Chief for all the good he's done for the Town during his tenure. All Board members expressed their appreciation to the Chief for all the help he's provided to the town's organizations over the years, many as a volunteer. Chief DiGi thanked the Board and the Town for the opportunity to serve them, noting that he will be working with the Special Olympics in his retirement.

**7:30 PM Presentation of Americans with Disabilities Act Transition Plan for Municipal Facilities by the Institute for Human Centered Design (IHCD):**

The Assistant Town Administrator introduced Ana Julian and David West from the Institute for Human Centered Design (IHCD). Ana Julian provided the Board with a brief presentation on her organization's findings, noting that there are many areas where the Town is in compliance. David West continued with the presentation, noting where the Town is not in compliance and provided the Town with a self-evaluation plan as well as a transition plan. He suggested that the Town let its residents know when areas are upgraded to being accessible. The Town Administrator thanked both Ana and David for their input, noting that it will be very helpful as they move forward with the new town complex. The Assistant Town Administrator advised that the IHCD report will be up on the Town's website.

**8:00 PM Review and Vote on Application from Mann & Mann for a New Common Victualler License:** Melissa Ogden, Mann & Mann, representing the applicant, met with the Board with a Common Victualler License for SRG Rooster, Inc. d/b/a Little Red Rooster, manager Christopher Parmerlee, at 189 South Main Street, Middleton MA. Ogden provided the Board with information on the business and asked for their approval of the Common Victualler License. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Prentakis**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously by roll call vote to approve the Common Victualler License for SRG Rooster, Inc. d/b/a Little Red Rooster, manager Christopher Parmerlee, at 189 South Main Street, Middleton MA.

**Roll Call (Called by Clerk Houten):**

<b>PRENTAKIS:</b>	Yes
<b>CRESTA:</b>	Yes
<b>KASSIOTIS:</b>	Yes
<b>HOUTEN:</b>	Yes

**7:45 PM Review and vote on request from Mann & Mann for approval of a change to a pledge of license, on behalf of Serenitee Catering Corp., DBA Maggie's Farm, formerly 119 South Main Street license number 00036-RS-0704 to 189 South Main Street license number 05072-RS-0704:**

Melissa Ogden, Mann & Mann, representing the applicant, met with the Board of Selectmen to request approval. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to approve the change to a pledge of license, on behalf of Serenitee Catering Corp., DBA Maggie's Farm, formerly 119 South Main Street license number 00036-RS-0704 to 189 South Main Street license number 05072-RS-0704.

**Roll Call (Called by Clerk Houten):**

<b>PRENTAKIS:</b>	Yes
<b>CRESTA:</b>	Yes
<b>KASSIOTIS:</b>	Yes
<b>HOUTEN:</b>	Yes

After the vote, Melissa Ogden advised that they were also requesting approval for the management agreement. The Board took the following action:

On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to approve the management agreement, as presented.

**Roll Call (Called by Clerk Houten):**

<b>PRENTAKIS:</b>	<b>Yes</b>
<b>CRESTA:</b>	<b>Yes</b>
<b>KASSIOTIS:</b>	<b>Yes</b>
<b>OUTEN:</b>	<b>Yes</b>

**7:55 PM    Review and Vote on Request from Mann & Mann to Affirm the Name of a Private Way as Lima Way, Located at 26-30 River Street Middleton, MA**

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

On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to affirm the name of a private way as Lima Way, located at 26-30 River Street Middleton, MA.

**Roll Call (Called by Clerk Houten):**

<b>PRENTAKIS:</b>	<b>Yes</b>
<b>CRESTA:</b>	<b>Yes</b>
<b>KASSIOTIS:</b>	<b>Yes</b>
<b>OUTEN:</b>	<b>Yes</b>

After the vote, Chair Kassiotis reported to the Board that they have applied for two grants for the Rail Trail and they should be hearing on one of them at the end of this month. The second grant will be awarded in July.

**8:10 PM    Vote to close the May 11, 2021 Annual Town Meeting Warrant; Begin Review of Warrant:**  
After a very brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Houten**, the Board of Selectmen **VOTED** unanimously by roll call vote to close the May 11, 2021 Annual Town Meeting Warrant.

**Roll Call (Called by Clerk Houten):**

<b>PRENTAKIS:</b>	<b>Yes</b>
<b>CRESTA:</b>	<b>Yes</b>
<b>KASSIOTIS:</b>	<b>Yes</b>
<b>OUTEN:</b>	<b>Yes</b>

After the vote, the Town Administrator provided the Board with information on the logistics of holding Town Meeting outside with various locations to have it. They are continuing to work on securing a venue and tent for an outdoor meeting.

**8:17 PM    Review and Vote on Memorandum of Agreement with Topsfield and Boxford for the Sharing of a School Resource Officer at Masconomet Regional School District**

\*\* Selectman Chair Kassiotis removed himself from the meeting for this discussion and vote. \*\*

Town Administrator Andy Sheehan provided the Board with information on the Memorandum of Agreement with Topsfield and Boxford for the sharing of a School Resource Officer at Masconomet Regional School District. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to approve the Memorandum of Agreement with Topsfield and Boxford for the sharing of a School Resource Officer at Masconomet Regional School District.

**Roll Call (Called by Clerk Houten):**

<b>PRENTAKIS:</b>	Yes
<b>CRESTA:</b>	Yes
<b>HOUTEN:</b>	Yes

**8:22 PM    Review and Vote to Accept the Deed for 14 of the 16 Parcels of Land to be conveyed by the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM):**

Town Administrator Andy Sheehan provided the Board with background information on the deed, asking the Board to accept the deed for 14 of 16 parcels of land. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to accept the deed for 14 of the 16 parcels of land to be conveyed by the Massachusetts Division of Capital Asset Management and Maintenance.

**Roll Call (Called by Clerk Houten):**

<b>PRENTAKIS:</b>	Yes
<b>CRESTA:</b>	Yes
<b>KASSIOTIS:</b>	Yes
<b>HOUTEN:</b>	Yes

**8:25 PM    Adjourn**

With no further business, on a **MOTION** made by **Houten**, the Board of Selectmen's meeting of February 23, 2021 adjourned at 8:25 PM.

**Upcoming Meetings:**

**March 6        Capital Budget Summit**

**March 9 & 23 Regular BOS meetings**  
**April 6 & 20 Regular BOS meetings**

Respectfully submitted,



Judith A. Stickney, Minutes Secretary

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Timothy P. Houten, BOS Clerk

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

- Agenda: February 23, 2021
- Warrants
  - Warrant #2118: Payroll: \$730,428, Bills Payable: \$3,436,691
- Minutes:
  - February 9, 2021
- Letter and supporting material from Mann & Mann to Town Administrator and Board of Selectmen, RE: Common Victualler Application: SRG Rooster. Inc. d/b/a Little Red Rooster, 2/16/21
- CHANGE OF PLEDGE OF LIQUOR LICENSE ADDITION OF MANAGEMENT AGREEMENT APPLICATION and supporting material: SERENITEE CATERING CORP. d/b/a MAGGIE'S FARM
- ANNUAL TOWN MEETING MAY 11, 2021 TABLE OF CONTENTS: SPECIAL TOWN MEETING\*
- Intermunicipal Agreement Between Masconomet Regional School District And the Towns of Boxford, Middleton and Topsfield For Partial Funding of a School Resource Officer
- THE COMMONWEALTH OF MASSACHUSETTS Release Deed
- Letter from MassDOT to Town of Middleton, RE: MBTA Forging Ahead Service Proposal Environmental Notification Form, 2/3/21



**OFFICE OF THE TOWN ADMINISTRATOR**

Town of Middleton

Memorial Hall

48 South Main Street

Middleton, MA 01949-2253

978-777-3617

*www.middletonma.gov*

4.

**MEMORANDUM**

TO: Board of Selectmen

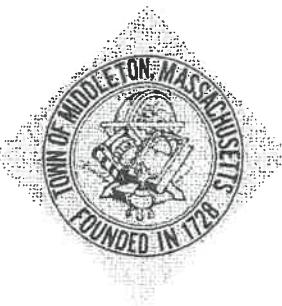
FROM: Andrew J. Sheehan, Town Administrator

SUBJ.: Class 1 Automobile License Fee

DATE: March 9, 2021

Recently we received an inquiry from a business interested in applying for a Class 1 Automobile Dealer's License. Class 1 licenses are for sales of new vehicles. Middleton does not currently have any licensed Class 1 dealerships. As such, we do not have an established fee for Class 1 licenses.

I recommend adopting a fee of \$200 for a Class 1 license. This is the same as the Class 2 fee and the maximum allowed under the statute.



## Town of Middleton

Memorial Hall  
48 South Main Street  
Middleton, Massachusetts  
01949-2253  
978-774-3589  
[www.townofmiddleton.org](http://www.townofmiddleton.org)

5.

### Application for Entertainment License

**Section 1:** Applicant information: New  Transfer  Other

Name of Owner (Licensee):

Serenitee Catering Corp.

Owner is a: Corporation  Association  Partnership  LLC

Sole Proprietor (i.e. individual) \_\_\_\_\_ Non-Profit Corporation \_\_\_\_\_

Owner's Address: 185 Main Street, Gloucester, MA 01930

Street Address (no P.O. Boxes), City, State and Zip Code

Telephone No.: \_\_\_\_\_ Cell phone/2<sup>nd</sup> Telephone No. \_\_\_\_\_

FID/SS No. of Owner(Licensee): \_\_\_\_\_

Business Name (d/b/a name, if different from owner):

Maggie's Farm

Address of Premises: 189 South Main Street, Middleton, MA 01949

Telephone No. of premises: 978-281-0923

Manager of Record: Christopher Parmarlee

Manager's Telephone No 978-281-0923

**Section 2:** Person (attorney if applicable) who may be contacted concerning this application

Name: Melissa G. Ogden, Esquire

Address: Mann & Mann PC, 191 South Main Street, Suite 104, Middleton, MA 01949

Street Address (no P.O. Boxes), City, State and Zip Code

Telephone No.: 978-762-6238 Cell phone No.: \_\_\_\_\_



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

**Section 3:** Type and number of entertainment devices to be offered (check all that apply):

	Juke Box	Radio	Television <input checked="" type="checkbox"/>
	Dancing by patrons	Dancing by entertainers	Recorded Music
X	Live Music	Amplification System	Play
	Moving Picture Show	Floor Show	Light Show
	Theatrical Exhibition		
	any other dynamic audio or visual show, whether live or recorded (please specify)		

**Section 4:** Please list the hours that Entertainment will be offered.

	OPEN	CLOSE
MONDAY	10:00 am	12:00 a.m.
TUESDAY	10:00 am	12:00 a.m.
WEDNESDAY	10:00 a.m.	1:00 a.m.
THURSDAY	10:00 a.m.	1:00 a.m.
FRIDAY	10:00 a.m.	1:00 a.m.
SATURDAY	10:00 a.m.	1:00 a.m.
SUNDAY	10:00 am	12:00 a.m.

**Section 5:** Fees (check or money order only)

Checks made payable to: **Town of Middleton**

Entertainment License	\$10.00 per license
Amusement License	\$35.00 per license

**Section 6:** Has the Corporate applicant paid all due and owing Massachusetts Taxes?

Yes  No \_\_\_\_\_ Explain: \_\_\_\_\_

\_\_\_\_\_

**Section 7:** Please include floor plan showing exact location for requested entertainment devices.  
Floor Plan attached.



PETERMAN  
ARCHITECTS, INC.

Interior Renovations:  
*Maggie's Farm Restaurant*  
189 South Main Street, Middleton MA

Revised Set  
July 2, 2020

10 Concord Crossing  
Concord, MA 01742  
T 978.341.0900  
F 978.341.0911



PETERMAN  
ARCHITECTS, INC.



卷之三

Maggie 1895

Exam

First Floor Plan

DOCUMENTS

## Construct

First Floor Plan



PETERMAN  
ARCHITECTS, INC.



Maggie's Farm

Second Floor  
Plan

സംസ്കാരിക്കുന്ന പുസ്തകം

This architectural floor plan illustrates a building section with various rooms and spaces. The plan includes:

- STAIR 2** (labeled D8) on the left side.
- OFFICE 204** and **LIQUOR STORAGE 203** located in the upper left area.
- BEER COOLER 202** located in the center area.
- DRY STORAGE 201** located in the upper right area.
- TOILETS** located in the lower center area.
- TOILETS** located in the lower right area.
- TENANT SPACE** (labeled A, B, C, D, E, F) distributed throughout the plan.
- CORRIDOR** located on the right side.
- Dimensions: 26'-11" x 26'-11".
- Walls are indicated by thick lines, and windows are shown as small openings along the exterior and interior walls.

New Construction Notes

1. If unitization is not used or unitized furniture, unless otherwise specified.

2. All furniture and equipment not in contract, unless noted otherwise.

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## New Construction Legend

Second Floor Plan





Maggie's Farm  
108 St. Barn Street  
Middleton, MA



PROJECT  
SCALE  
DRAWN  
CHECKED  
DATE

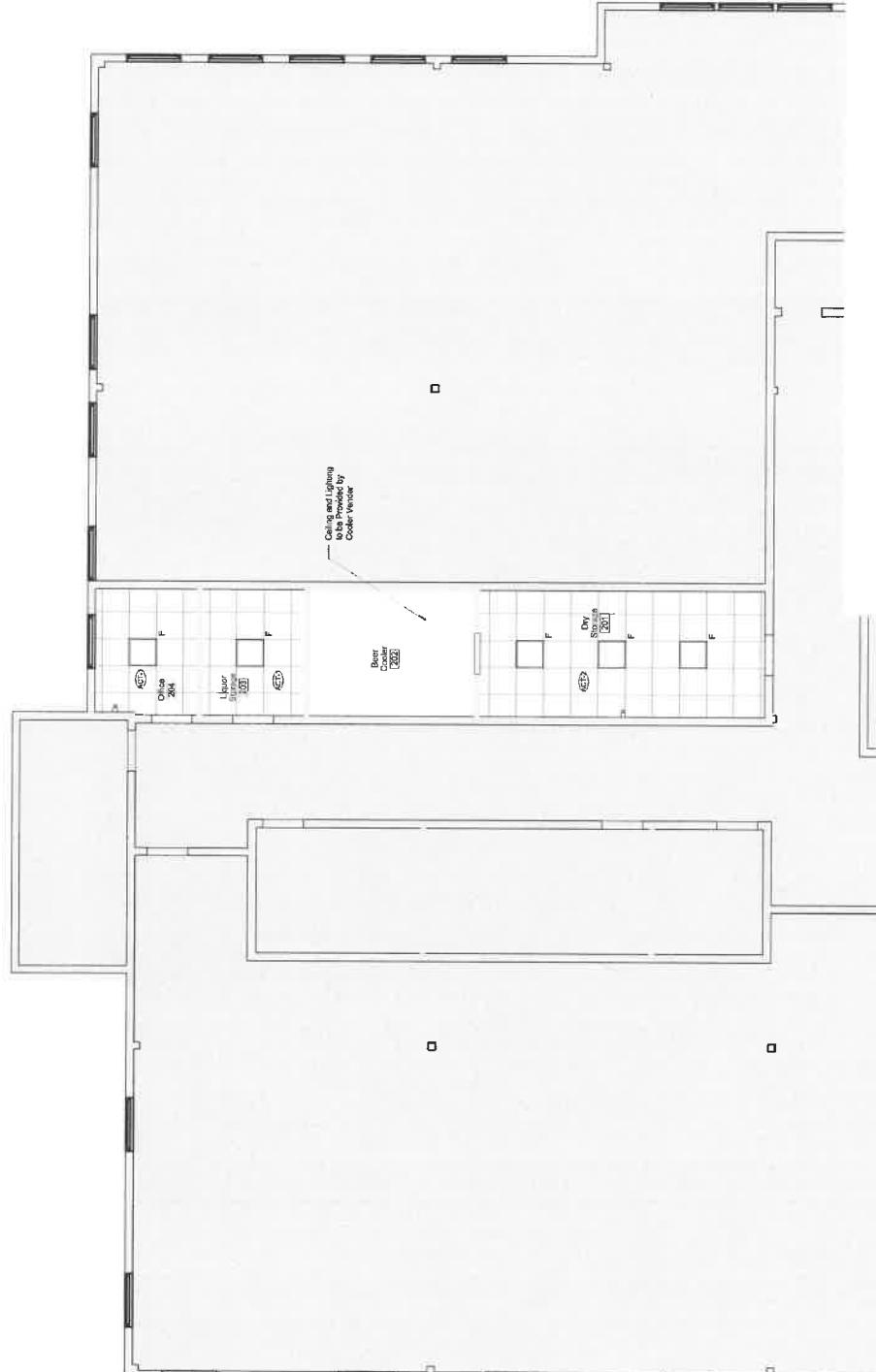
Maggie's  
Farm

PROJECT  
NAME

Second Floor  
Ceiling Plan

A-201

Construction Documents



Reflected Ceiling Plan Legend

2x2 Acoustical Ceiling Tile with Supplemental Rig at Night (incised)	A 4' LCD recessed (downlight) Future	G Surface Mounted Digital Thermostatic Control
Painted Onyx Soffit A (regal/iridescent)	B LED Pendant Light Fixture	H Fall Siren
Painted To Be Packed	C Electric Wall Mount LED Light Fixture	I Fire Alarm Horn/Stroke Signal/Unit
Approved for Drawing	D LED Track Head 3000K Lamp	J Smoke / Carbon Monoxide Combustion Detector
	E Linear Cove Light LED Fixture	K Emergency Battery Lighting
	F	L 2x2 recessed LED Light Fixture
		M Return Grille
		N Supply Grille
		O 2x2 Register ACT
		P 2x2 Variable ACT
		Q Supply Ductwork

1 Second Floor Ceiling Plan  
1/4" = 1'-0"



PETERMAN  
ARCHITECTS, INC.



MAGGIE'S FARM  
169 South Main Street  
Middleton, MA

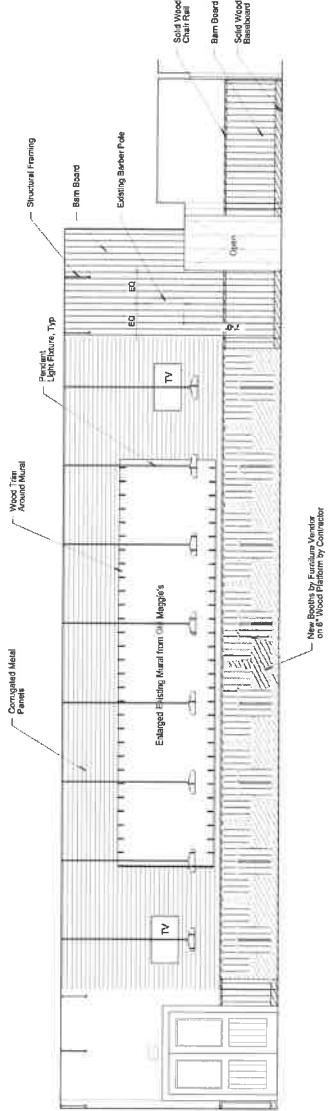


169 South Main Street  
Middleton, MA  
10/13/2020

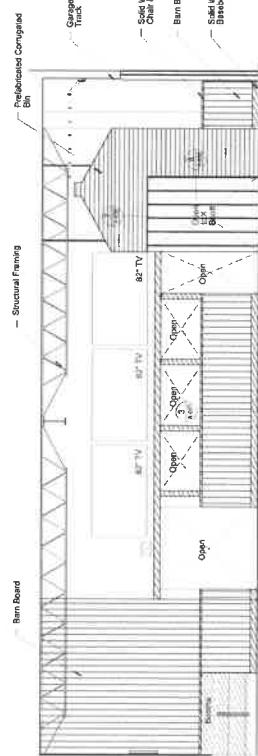
Maggie's  
Farm

Interior Elevation  
and Details

A-600  
Construction Documents

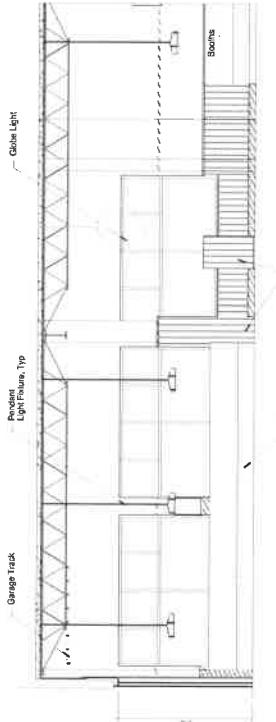


**Dining Area #101**  
 $1/4'' = 1'-0''$

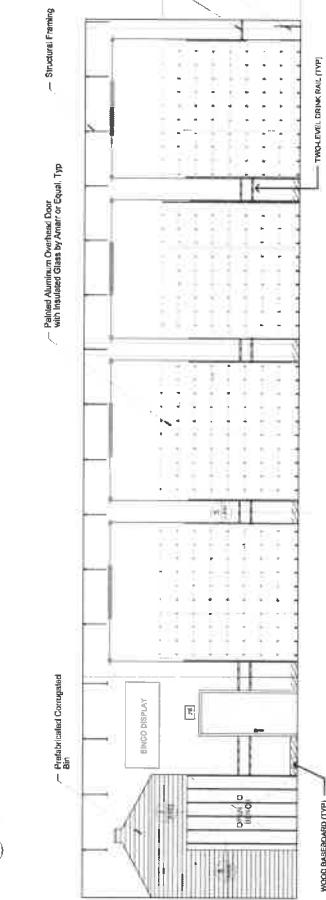


**B**

**Dining Area #101**  
 $1/4'' = 1'-0''$



**Dining Area #101**  
 $1/4'' = 1'-0''$



**Dining Area #101**  
 $1/4'' = 1'-0''$

**STRUCTURAL FRAMING**

**INTERIOR ELEVATIONS  
AND DETAILS**

**CONSTRUCTION DOCUMENTS**

**PROJECT  
NAME**  
169 South Main Street  
Middleton, MA  
09/13/2020

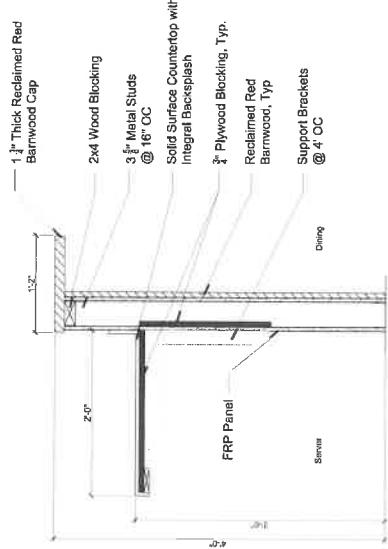
**OBJECT  
TITLE**  
Interior Elevation  
and Details

**SHADE  
NUMBER**

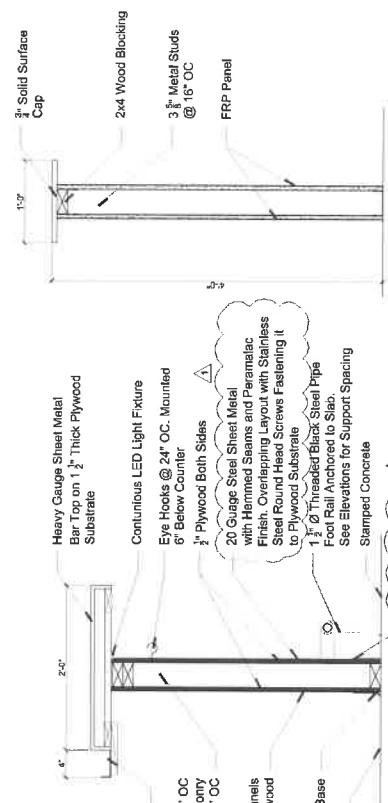




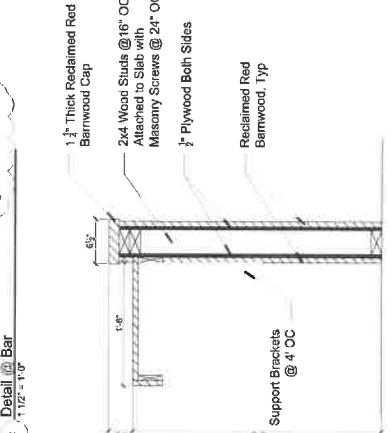
PETERMAN  
ARCHITECTS, INC.



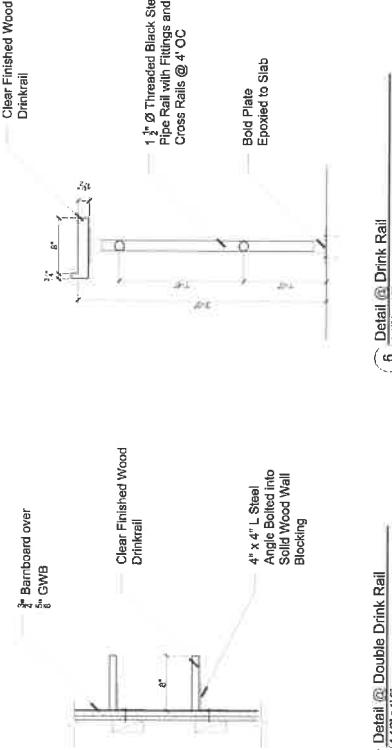
① Detail 1



② Detail 2



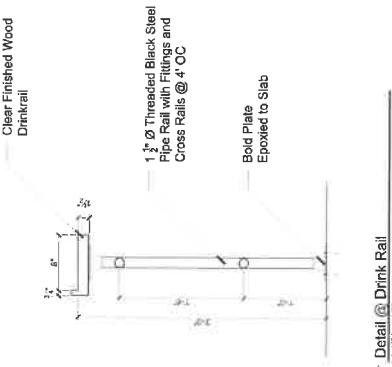
③ Detail 3



④ Detail 4



⑤ Detail 5



⑥ Detail 6



⑦ Detail 7



Construction Documents



PETERMAN  
ARCHITECTS, INC.



MAGGIE'S FARM

Maggie's Farm  
188 South Main Street  
Middleton, MA



PROJECT  
SCALE  
DRAWN  
CHECKED  
DATE

10108.00  
As Per  
NL  
TCP  
09/13/2020

Maggie's  
Farm

Details

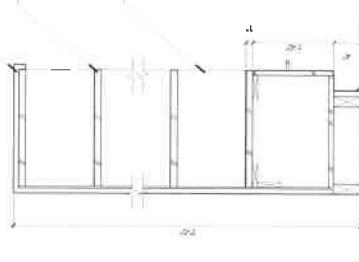
PROJECT  
NAME  
SHEET  
TITLE  
NUMBER

A-651  
Construction Documents

3" Thick Barn  
Board Over  
Wood Cabinet

1" Thick Wood  
Shelves

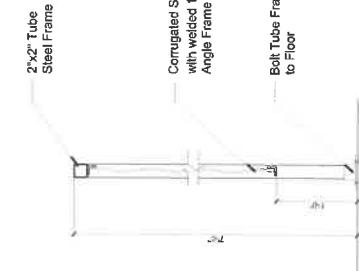
1" Thick Wood  
Standards @14" OC



3 Detail @ Take-Out Cubbies  
(3 1 1/2" = 1'-0")



2 Detail @ Toilet Partition Door  
(2 1 1/2" = 1'-0")

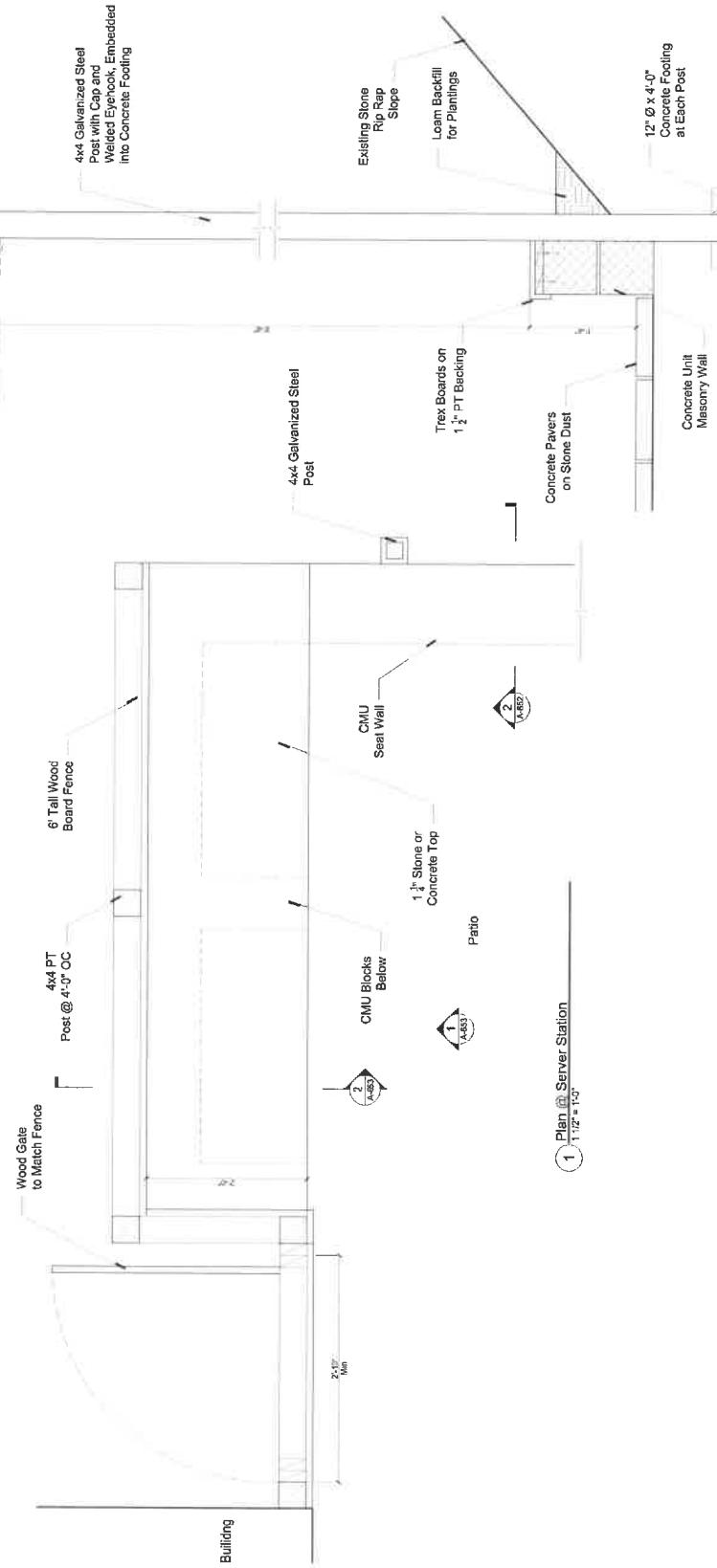


1 Detail @ Fixed Toilet Partition  
(1 1/2" = 1'-0")



PETERMAN  
ARCHITECTS, INC.

Stiel Cable (by Others)  
to Support Lighting and  
Shade Canopy



1 Plan @ Server Station

2 Detail @ Patio

Maggie's Farm  
188 South Main Street  
Middleton, MA  
Architectural Drawing by Peterman Architects, Inc.

1 07/01/20 Revision 2  
Rev. 2  
07/01/2020  
1 07/01/20 Revision 2  
Rev. 2  
07/01/2020

PROJECT  
NAME:  
DRAWN:  
CHECKED:  
DATE:  
As Noted  
TCP  
03/12/2020

PRODUCT  
NAME:

SHEET  
TITLE:

SHEET  
NUMBER:

Maggie's  
Farm

Details

A-652

Construction Documents

① Detail @ Patio  
1'11 1/2" x 1'0"

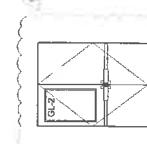
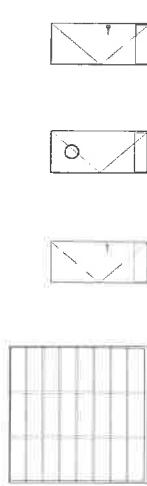
② Detail @ Patio  
1'11 1/2" x 1'0"





PETERMAN  
ARCHITECTS, INC.

## Door Types



### Door Schedule

Door Schedule												
Door No.	From	Description	Yr	Size	Type	Thickness	Door	Finish	Mat	Frame		
FIRST FLOOR										Comments		
101.1	Dining Area #101	Washable		(2) 3'-0" x 7'-0"	1	1 1/2"	Painted	Gl-2	Metol	1	Paint	HS-1
101.2	Dining Area #101	Exterior		10'-0" x 7'-0"	2	1 1/2"	Painted	Gl-1				
101.3	Dining Area #101	Exterior		10'-0" x 8'-0"	2	1 1/2"	Painted	Gl-1				
101.4	Dining Area #101	Exterior		10'-0" x 8'-0"	2	1 1/2"	Painted	Gl-1				
101.5	Dining Area #101	Exterior		10'-0" x 8'-0"	2	1 1/2"	Painted	Gl-1	Metol	1	Paint	
101.6	Dining Area #101	Stile		10'-0" x 8'-0"	3	1 1/2"	Painted	-	Metol		Paint	HS-2
104	Jarice #104	Half #103		3'-0" x 7'-0"	3	1 1/2"	Painted	-	Metol	1	Paint	HS-3
105	Half #103	Men's Toilet #105		3'-0" x 7'-0"	3	1 1/2"	Painted	-	Metol	1	Paint	HS-4
106	Half #103	Women's Toilet #106		3'-0" x 7'-0"	3	1 1/2"	Painted	-	Metol	1	Paint	HS-4
107	Not Used											
108.1	Kitchen #108	Servant Stabot #107		(2) 3'-0" x 7'-0"	4	1 1/2"	Painted	Gl-2	Metol	1	Paint	HS-4
108.2	Kitchen #108			2'-0" x 7'-0"	5	1 1/2"	Painted	-	Metol	1	Paint	HS-7
109	Not Used			2'-0" x 7'-0"	3	1 1/2"	Painted	-	Metol	1	Paint	HS-6
110	Kitchen #108	Lodger Room #110										
111	Not Used											
SECOND FLOOR										Comments		
201	Centrif	Dry Storage #201		3'-0" x 7'-0"	3	1 1/2"	Painted	Gl-1	Metol	1	Paint	HS-3
202	Not Used	Liquor Storage #203		3'-0" x 7'-0"	3	1 1/2"	Painted	Gl-1	Metol	1	Paint	HS-3
203	Centrif	Office #204		3'-0" x 7'-0"	3	1 1/2"	Painted	Gl-1	Metol	1	Paint	HS-2

## Classification Types

## Frame Types

## Partition Notes

## Partition Types

Software Sets

## Hardware Notes



Toilet Room, Single  
Hinges, Sets, carts, Do

3. **Round 8** (Round 9 Series 1) scheduled for all hollow main c



## Schedules

Construction Documents

A-800

111

11



**PETERMAN**  
ARCHITECTS, INC.



MAGGIE'S FARM  
118 South Main Street  
Medfield, MA



10/21/2020 10:45:40 AM

Maggie's Farm

Finish Schedule

**A-900**

Construction Documents

FINISH SCHEDULE					
Type	Description	Manufacturer	Style	Color	Comments
Paint	Low VOC Paint	Benjamin Moore	Eggshell	TBD	Plaster Wall Color
	Low VOC Paint	Benjamin Moore	Eggshell	TBD	Accent Wall Color
	Low VOC Paint	Benjamin Moore	Eggshell	TBD	Accent Wall Color
Ceiling	Acoustical	Armstrong	1/2" Tegular	White	8' Grid
	2x2' Tegular	Armstrong	1/2" Tegular	White	8' Grid
Tile	12" x 24" Porcelain Floor Tile	TBD	TBD	TBD	
	PF12 6" x 18" Porcelain Wall Tile	TBD	TBD	TBD	
Rubber Base					
Fla-1	Rubber Base	Johnsonite	4" Ceramic Wall Stock	TBD	
Wood	1x6 Clear Redwood Barn Board			Painted	
Concrete	Sanded Concrete			TBD	
Epoxy	Powered Epoxy Floor	DuraSeal	DuraSeal	TBD	
FRP Panels	FRP Panels	Manitex	Induro FRP	TBD	
Acoustical Ceiling Panels					
AWP	Acoustical Wall Panel	TBD		TBD	

**Finish Notes**

- All GWB walls, ceilings and soffits shall be painted.
- All interior paneling shall be clear finished maple unless noted otherwise.
- Standard Paint Color as Designated on the Finish Schedule, Feature Paint locations shown on the Schedule.
- All Specified Paint from Valspar to Tint and Carpet Shall be with Sherwin-Williams.
- All Other Paints, Backboards and Doors, Painted in Match.
- Profile and Mantel of Estate P.
- All Epoxy Wood Floor on Remodel Paint Redone, Sanding and 3 Coats Satin Water Based Urethane.
7. Receive #100, #200, #400, #205, and #301 Stain from AWP on walls Equal to Mervin's 50% of Surface Area.

Finish Plan Legend					
Type	Description	Manufacturer	Style	Color	Comments
Paint	Low VOC Paint	Benjamin Moore	Eggshell	TBD	Plaster Wall Color
	Low VOC Paint	Benjamin Moore	Eggshell	TBD	Accent Wall Color
	Low VOC Paint	Benjamin Moore	Eggshell	TBD	Accent Wall Color
Ceiling	Acoustical	Armstrong	1/2" Tegular	White	8' Grid
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Tile	12" x 24" Porcelain Floor Tile	TBD	TBD	TBD	
	PF12 6" x 18" Porcelain Wall Tile	TBD	TBD	TBD	
Rubber Base					
Fla-1	Rubber Base	Johnsonite	4" Ceramic Wall Stock	TBD	
Wood	1x6 Clear Redwood Barn Board			Painted	
Concrete	Sanded Concrete			TBD	
Epoxy	Powered Epoxy Floor	DuraSeal	DuraSeal	TBD	
FRP Panels	FRP Panels	Manitex	Induro FRP	TBD	
Acoustical Ceiling Panels					
AWP	Acoustical Wall Panel	TBD		TBD	

PROJECT: Maggie's Farm  
NAME: Maggie's Farm  
LINE: 10/21/2020  
CHECKED: 10/21/2020  
DATE: 10/21/2020

PRODUCT: Maggie's Farm  
TITLE: Finish Schedule  
SHEET: A-900  
NUMBER: 10/21/2020

# **Town of Middleton, MA.**

6.

## **LEGAL NOTICE**

The Middleton Board of Selectmen, pursuant to Chapter 138 of the General Laws and the Governor's Emergency Order suspending certain provisions of the Open Meeting Law, will hold a virtual public hearing at 7:30 PM on March 9, 2021, on the petition of North Shore Cantina, INC. d/b/a Chancho's, for the: 1) Transfer of the On premise, Restaurant All Alcoholic Liquor License; 2) Change of Manager and; 3) Change of Common Victualler License and Entertainment License. Licenses are currently held by Serenitee Catering Corp. d/b/a Maggie's Farm, 119 So. Main St., Middleton MA 01949. The meeting will be held via a Virtual Meeting Space accessible at: <https://us02web.zoom.us/join> Meeting ID: 857 7602 6337 Password: 385241 or by phone 1 (929) 205-6099.

Andrew J. Sheehan  
Town Administrator

**COPY**

**TRANSFER OF LIQUOR LICENSE  
APPLICATION**

**NORTH SHORE CANTINA, INC.  
d/b/a  
CHANCHO'S**

**119 South Main Street, Middleton, MA 01949**

**MANN & MANN, P.C.  
Counsellors at Law  
191 South Main Street, Suite 104  
Middleton, MA 01949  
Telephone: 978-762-6238  
Facsimile: 978-762-6434  
Email: [jill@mannpc.com](mailto:jill@mannpc.com)**

Exhibit List

For

Transfer of Liquor License from Serenitee Catering Corp. d/b/a Maggie's Farm

To

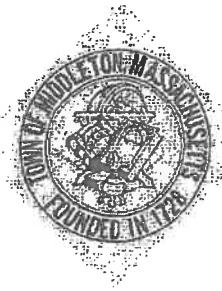
North Shore Cantina, Inc. d/b/a Chancho's

**Town Applications**

1. Entertainment Application for the Town of Middleton  
Common Victuallers Application for the Town of Middleton  
Workers' Compensation Affidavit with Certificate of Insurance  
Check No. 1698 made payable to the Town of Middleton in the amount of \$20 for fees associated with the Entertainment Application

**Commonwealth – ABCC**

2. Department of Revenue Certificate of Good Standing
3. Department of Unemployment Assistance Certificate of Compliance
4. Transfer Retail Application with Manager's Application and Applicant's Statement
5. Articles of Organization of North Shore Cantina, Inc. and Business Certificate for North Shore Cantina, Inc. d/b/a Chancho's
6. CORI Request Form for Max Arvidson with proof of citizenship: Passport and Driver's License
7. CORI Request Form for Mark McDonough with proof of citizenship for Mark McDonough: Passport and Driver's License
8. Vote of Corporate Board of North Shore Cantina, Inc.
9. Supporting Financial Records for Mark McDonough
10. Lease for 119 South Main Street, Middleton
11. Executed Assignment of Lease Agreement
12. Floor Plan for 119 South Main Street, Middleton
13. Abutters' List
14. Monetary Transmittal Form together with Receipt reflecting payment of Application Fee
15. Copy of executed Management Agreement
16. Affidavit of Jeff Cala
17. Vote of Corporate Board of Serenitee Management Corp.
18. Form 43 Local Licensing Authority Review Record.



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

## Application for Entertainment License

**Section 1: Applicant information:** New  Transfer  Other

**Name of Owner (Licensee):**

North Shore Cantina, Inc.

Owner is a: Corporation  Association  Partnership  LLC

Sole Proprietor (i.e. individual) \_\_\_\_\_ Non-Profit Corporation \_\_\_\_\_

**Owner's Address:** 185 Main Street, Gloucester, MA 01930

Street Address (no P.O. Boxes), City, State and Zip Code

Telephone No.: 978-281-0923 Cell phone/2<sup>nd</sup> Telephone No. \_\_\_\_\_

FID/SS No. of Owner(Licensee): \_\_\_\_\_

Business Name (d/b/a name, if different from owner):

Chancho's

**Address of Premises:** 119 South Main Street, Middleton, MA 01949

Telephone No. of premises: 508-685-3806

Manager of Record: Max Arvidson

Manager's Telephone No. \_\_\_\_\_

**Section 2: Person (attorney if applicable) who may be contacted concerning this application**

Name: \_\_\_\_\_

**Address:** Mann & Mann PC, 191 South Main Street, Suite 104, Middleton, MA 01949

Street Address (no P.O. Boxes), City, State and Zip Code

Telephone No.: 978-762-6238 Cell phone No. \_\_\_\_\_



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**Section 3:** Type and number of entertainment devices to be offered (check all that apply):

	Juke Box	Radio	X	Television
	Dancing by patrons	Dancing by entertainers		Recorded Music
X	Live Music	Amplification System		Play
	Moving Picture Show	Floor Show		Light Show
	Theatrical Exhibition			
	any other dynamic audio or visual show, whether live or recorded (please specify)			

**Section 4:** Please list the hours that Entertainment will be offered.

	OPEN	CLOSE
MONDAY	10:00 am	12:00 a.m.
TUESDAY	10:00 am	12:00 a.m.
WEDNESDAY	10:00 a.m.	1:00 a.m.
THURSDAY	10:00 a.m.	1:00 a.m.
FRIDAY	10:00 a.m.	1:00 a.m.
SATURDAY	10:00 a.m.	1:00 a.m.
SUNDAY	10:00 am	12:00 a.m.

**Section 5:** Fees (check or money order only)

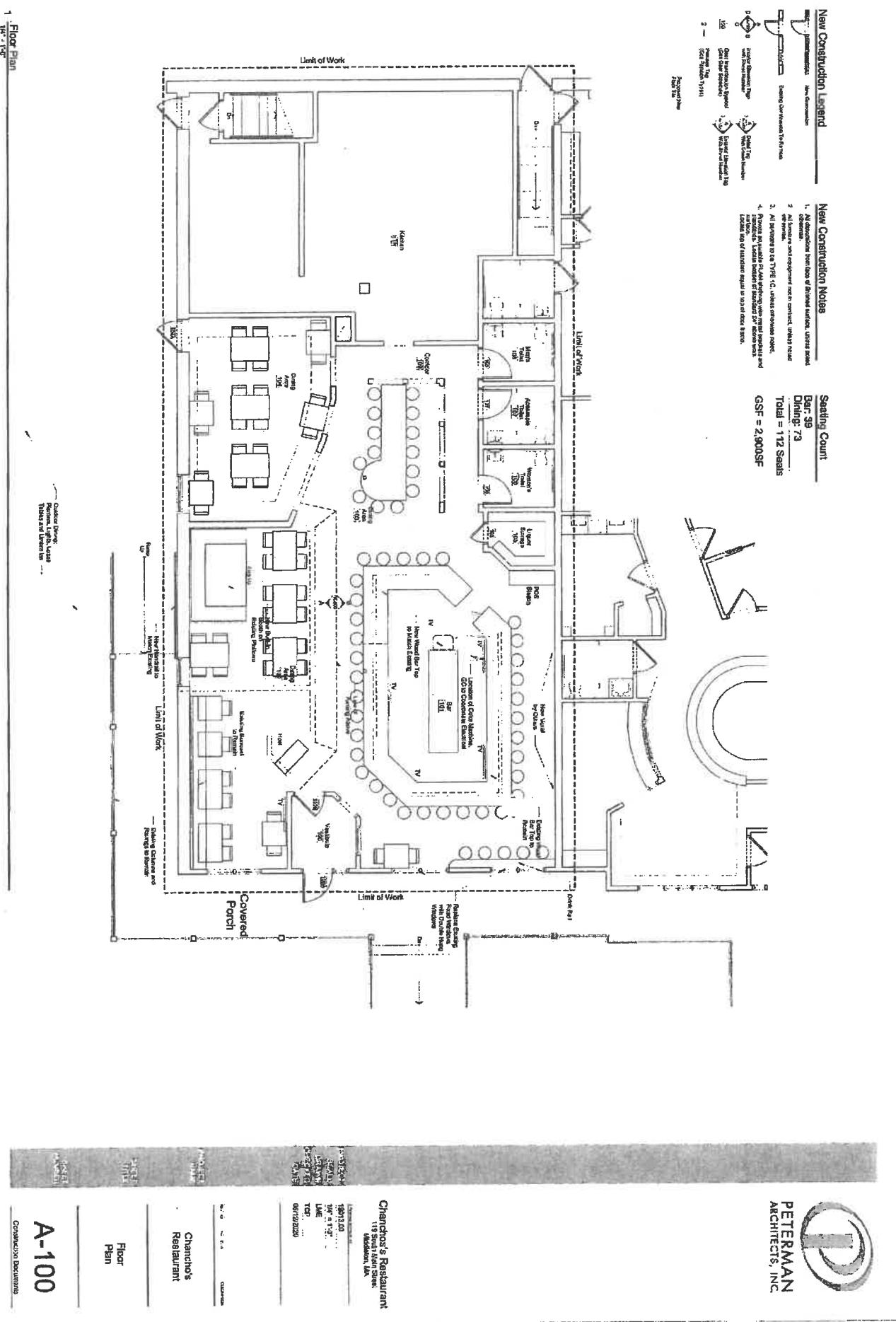
Checks made payable to: **Town of Middleton**

Entertainment License	\$10.00 per license
Amusement License	\$35.00 per license

**Section 6:** Has the Corporate applicant paid all due and owing Massachusetts Taxes? N/A  
Company incorporated on 1/1/2021

Yes \_\_\_\_\_ No \_\_\_\_\_ Explain: \_\_\_\_\_

**Section 7:** Please include floor plan showing exact location for requested entertainment devices.  
Floor Plan attached.





**Town of Middleton**  
Memorial Hall  
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## Common Victualler/General License Application

**ALL QUESTIONS MUST BE ANSWERED AND A TELEPHONE NUMBER PROVIDED**

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

Revised 3/2/15

Page 1 of 2



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

See attached resume

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12. List employment for the last five years:

See attached resume

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13. Hour per week to be spend on the licensed premises: 40+

14. Hours of Operation: Sun-Tues 10:00 am-12:00 pm/Wed-Sat 10:00 am-1:00 am

15. Seating Capacity: 112

16. Do you own/lease premises?  lease  Yes  No

From Whom? Warren D. Kelly Trust

Terms of Lease? Ten year started 10/1/2016; ends 9/30/2026

(Please provide a copy of lease agreement)

I hereby swear that 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.

North Shore Cantina, Inc.

Printed Name of Owner/Manger

By: Mark M. McDonough Date: 2/15/21  
(Signature) Mark McDonough, President and Treasurer

Email Address: northshorerestaurantgroup@gmail.com

# Max Arvidson

38 East Street, Hadley MA

(508)-685-3806 | [LinkedIn.com/in/max-arvidson/](https://www.linkedin.com/in/max-arvidson/) | [marvidson@umass.edu](mailto:marvidson@umass.edu)

## EDUCATION

University of Massachusetts Amherst

Amherst, MA

Isenberg School of Management

Bachelor of Science in Hospitality and Tourism Management

Candidate, Fall 2019

Cape Cod Community College

Hyannis, MA

Associate of Science in Hospitality and Tourism Management

May 2016

## EXPERIENCE

The O's Music Bar

Sunderland, MA

Manager and Bartender

October 2018 - Present

- Implemented new marketing strategies to consistently draw in more customers from the Five Colleges.
- Responsible for the creation of a weekly schedule that best fits both the employees and customers.
- Help organize and run large music events with multiple bands that draw crowds upwards of 400.

Wequassett Resort and Golf Club

Harwich, MA

Bellman

May 2017 - September 2018

- Maintained the highest Forbes rating at Five Stars two summers in a row as part of the front office team.
- Performed out of the way guest specific "Heroic Acts" that create unique memorable experiences.
- Developed extensive communication skills in a fast-paced environment that require communication between numerous departments.

Bluefins Sushi Sake Bar

Chatham, MA

Server

June 2016 - September 2017

- Mastered a POS system that utilized an iPad, which allowed me to communicate with both kitchens instantaneously to consistently lower guest wait time.
- Developed thorough knowledge of exotic foods to reliably increase average check amount by \$5.67
- Participated in numerous off-site catering events that required adaptability based on changing work conditions and guest needs.

Wild Goose Tavern and Wayside Inn (Wayside Properties)

Chatham, MA

Floor Manager

May 2014 - June 2016

- Delivered daily meetings to staff of up to 15 in order to inform them of specials and energize for upcoming shift.
- Transformed potentially poor guest experiences into positive reviews through meal compensation and special attention.
- Supervised new employees to ensure proper training on food safety, guest expectations, and alcohol service.

Front Desk Night Auditor

- Organized and recorded up to \$20,000 in the previous day's transactions according to company expectations.
- Greeted and orientated late check-ins to the property in order to make them feel comfortable and welcome on the premises.
- Organized all facility services to resolve all customer issues as quickly as possible.

## SKILLS

Computer: Microsoft Excel, Word, PowerPoint, Access; Minitab; POS Systems (Square, Rawr)

Certifications: TIPs; SERV Safe; First Aid and CPR

COMMERCIAL LEASE

Extension 2019

119 So. Main St. Middleton, MA 01949

**PARTIES:** Warren D. Kelly Trust, Warren D. Kelly, Trustee, u/d/t dated **October 28, 1998** and recorded with the Essex South District Registry of Deeds in Book 15196, Page 413, with an address of 10 Perkins Road, Middleton, MA 01949, hereinafter referred to as "LESSOR" which expression shall include its heirs, administrators, executors and assigns, wherever the context permits, does hereby lease to Serenitee Catering Corp. a Massachusetts Corporation, and with a principal office at 185 Main Street Gloucester, Ma 01930, and Personally to Mark McDonough of 25 Raymond Street Manchester, MA 01944 hereinafter called the "LESSEE", which expression shall include its successors and assigns, wherever the context so permits, and the LESSEE hereby leases the following described premises;

**1. DESCRIPTION OF LEASED PREMISES:** 119 South Main Street, Unit A Middleton, Massachusetts, consisting of approximately 3300 net square feet of retail / Restaurant space. Also included is all of the Building's basement area excluding that area used to support the equipment for dental practice which measures approximately 12' x 14' as well as an area which measures approximately 12' by 14' for building maintenance supplies. LESSEE shall provide LESSOR with a key to the Basement and LESSOR shall have 24-hour, unfettered access thereto for the purposes of repairing, replacing and maintaining the equipment stored in the said basement area. Provided LESSEE complies with any and all applicable laws codes and ordinances governing the same, LESSEE, at its sole risk and expense, shall have the right to: (i) construct an elevated pad upon which to install its equipment (i.e. compressor); (ii) install pipes, wires, hoses and the like within the Basement Area and extending into the Leased Premises from the compressor in a manner reasonably acceptable to Landlord; (iii) if needed, erect a security enclosure surrounding the equipment; and, (iv) install equipment therein as aforesaid, and for the storage of other restaurant mechanical and maintenance supplies. The LESSEE acknowledges that the LESSOR shall not be responsible for water in the basement or any damage as a result of water. The LESSEE also agrees to maintain all basement sump pumps within the basement area. The LESSOR agrees to collect no rent for the basement area. The parking lot shall not have designated parking before 5pm with exception to Handicap Spaces, and the Lessee shall be restricted from using the 5 spaces within the parking lot in front of Unit 1 [Dr. Bebrin] before 5:00 P.M. on Monday thru Friday.

**2. TERM:** The term of this lease shall be for Seven (7) years, commencing on October 1, 2019 thru September 1, 2026

**3. RENT:** Effective of the Rent Commencement Date (as hereinafter defined) LESSEE shall pay the yearly base rent as follows, with monthly payments due on the first day of each month. Notwithstanding anything herein to the contrary, LESSEE shall be entitled to a three (3) month rent concession as further described in the Addendum

Current 2016 Lease Terms

**Year One October 1, 2019 thru September 2020:** Yearly sum \$73,674.72  
Monthly Payments in advance of \$6,139.56

**Year Two October 1 2020 thru September 2021:** Yearly sum \$74,411.52  
Monthly Payments in advance of \$6,200.96

First Five (5) Year Extension

**Year One October 1 2021 thru September 2022:** Yearly sum \$75,899.75  
Monthly Payments in advance of \$6,324.97

**Year Two October 1 2022 thru September 2023:** Yearly sum \$77,417.74  
Monthly Payments in advance of \$6,451.47

**Year Three October 1 2023 thru September 2024:** Yearly sum \$78,966.09  
Monthly Payments in advance of \$6,580.50

**Year Four October 1 2024 thru September 2025:** Yearly sum \$80,545.41  
Monthly Payments in advance of \$6,712.11

**Year Five October 1 2025 thru September 2026:** Yearly sum \$82,156.31

ds  
MM  
1/1/20

Monthly Payments in advance of \$ 6,846.35

**4. EXTENSION PERIODS:**

(A) The term of this Lease, at the option of LESSEE, exercised by written notice to LESSOR, given not less than six (6) months prior to the expiration of the initial term as described in Article 2 or the expiration of any extension period herein referred to, may be extended for three (3) immediately successive periods of five (5) years each, upon all the terms, covenants, and conditions and conditions as in this Lease provided. As hereinafter used in this Lease, "Term" shall include the initial term and any extension thereof pursuant to this Article. In no event shall the Lessee have the option to extend the Lease if it is in default beyond any applicable cure period or has been in default of this Lease more than twice during the current or preceding term.

(B) **RENT DURING EXTENSIONS PERIOD(S):** Presuming the Lessee exercises one or more of the renewal terms set forth in this Lease, rent payments during each year of any renewal term shall be calculated by adjusting the rental payment due during the initial five-year term in an amount equal to a 2% increase.

**5. ADVANCE RENT/SECURITY DEPOSIT:**

WAIVED SECURITY WAS PAID AT TIME OF INITIAL EASE

**6. COMMON AREA COSTS:** Shall include Lessee's proportionate share of all real estate taxes, snowplowing, maintenance, management, landscaping as well as common area lighting. Estimated at \$1,567.00 monthly. [See attached estimate of Common Area Expenses] For the purpose of assessing additional charges under this Lease, as of the date of this Lease, Lessee's proportionate share of the Building is FIFTY (50%) percent (the LESSEE'S "Proportionate Share") based upon the floor area of the Leased Premises square in relation to the total floor area of the Building

**7. SERVICES FURNISHED TO LEASE PREMISES:** The LESSEE agrees to pay for heat, electrical services and water furnished to the Leased Premises, all of which shall be separately metered, with the exception of water, which will be estimated. Lessor agrees to separate water meter as soon as possible. LESSEE shall be responsible for trash removal from the Leased Premises. The LESSEE shall be responsible for 80% of the buildings water usage until separate meters are installed and shall be billed monthly. The LESSEE also agrees to be responsible for its prorata share of monthly inspections and pumping of the septic tanks which shall be set at 75% (monthly pumping shall no longer be required following the replacement of the system). LESSOR warrants that the septic system is in compliance with all municipal requirements and is adequate to service leased premises as well as any other tenants at 119 South Main St, Middleton, MA.

LESSEE agrees to have and pay for monthly checks to the grease trap since the LESSEE will be the exclusive user of the said grease trap. LESSEE agrees to have grease trap reports delivered to the LESSOR showing proof of pumping as well as condition of system. LESSOR reserves the right to have LESSOR'S own septic company pump grease system and provide report if LESSEE'S septic company fails to deliver reports. Jay's Septic shall be the company responsible for annual pumping of the septic system and periodic pumping of the grease trap.

**B. USE OF LEASED PREMISES:** The Leased Premises shall only be used for a family restaurant. The word PUB may not be used in the lessee's name of the restaurant. All other proposed uses shall be subject to the written consent of the LESSOR, and the LESSOR shall have sole and complete discretion to give or withhold such consent. Notwithstanding anything herein contained to the contrary, provided LESSEE shall not be in default hereunder, beyond any applicable cure period.

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

**10. MAINTENANCE:**

**LESSEE'S OBLIGATIONS:** The LESSEE agrees to maintain the leased premises in good condition. Reasonable wear and tear, damage by fire and other casualty, excepted. Lessee is responsible for annual preventive maintenance on all heating and cooling systems exclusively servicing the Leased Premises. Lessee shall not be responsible for heat or cooling failures on HVAC equipment installed by the LESSOR provided Annual Maintenance contracts are in place and service records are provided to the LESSOR.

LESSEE shall maintain all equipment associated with the LESSEE'S businesses such as ovens, stoves, water heaters, dishwashers, coolers etc.

LESSEE shall be responsible for all plumbing that services restaurant equipment and shall enter into an annual maintenance program to flush pipes as needed. LESSEE shall be responsible for any necessary pest or rodent control due to the storage of food products.

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

**11. SUBORDINATION:** This lease is subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, lien or liens on the property, now or at any time hereafter, which the Leases Premises are a part. Without limitation of any of the provisions of this lease, in the event that any mortgagee, or its assigns, shall succeed to the interest of LESSOR or any successor of the LESSOR, then this Lease shall nevertheless continue in full force and effect and LESSEE shall and does hereby agree to attorn to such mortgagee, or its assigns as its LESSOR, provided, always, however, that such mortgagee or assigns shall recognize the LESSEE as tenant under the terms and conditions of this Lease or any modification, extension, or amendment of this Lease. LESSOR agrees to obtain from LESSOR'S mortgagee, if any, a Subordination Non-Disturbance and Attornment Agreement, in recordable form, on or before ten days following the full execution of this Lease.

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

**13. ASSIGNMENTS/SUBLETTING:** LESSEE shall not assign this Lease or any interest therein or sublet the whole or any part of the Leased Premises without prior written consent of the LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed. All of Lessor's cost, including reasonable attorneys' fees, (not to exceed five hundred (\$500.00) dollars) associated with any Assignment, shall be paid by the Lessee, prior to Lessor executing said Assignment. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease. Provided however LESSEE shall have the right to assign the Lease to a separate entity that owned in common with the LESSEE subject only to providing LESSOR with notice that such transfer shall occur and providing to LESSOR the name of the new legal entity, in no event will LESSOR's consent or approval be required, provided that the Guarantor continues to be obligated hereunder, provided any such Guaranty shall not be effective following any extension of the Term following such assignment of sublet. In the event LESSEE needs written evidence of such assignment, LESSOR shall immediately sign an assignment removing Serenitee Catering Corp. and adding the new LESSEE entity.

**14. DEFAULT:** In the event that:

The LESSEE shall default in the payment of any installment of the rent or sum herein specified and such default shall continue for five (5) days after notice from LESSOR, or

The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof from LESSOR specifying such default, and such default shall thereafter continue beyond such period as is reasonably necessary to correct such default, and LESSEE is not diligently occupied in correcting same; or

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

If the LESSEE shall default, after reasonable notice thereto, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under virtue of the provisions in any Section of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection with any default hereunder by the LESSEE, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action of proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

**15. LESSOR'S ACCESS:** LESSOR shall have reasonable access to the Leased Premises with prior notice to LESSEE in the event of emergencies or needed repair. LESSOR agrees to use its best efforts not interfere with the conduct of LESSEE'S business.

**16. INDEMNIFICATION AND LIABILITY:** The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes or by any nuisance made or suffered on the Leased Premises natural or otherwise, unless such loss is caused by the neglect of the LESSOR. It is understood and agreed that the LESSEE assumes all risk of damage to its own property arising from any cause whatsoever, including without limitation, loss by theft or otherwise, unless caused by an act or neglect of the LESSOR. The Lessee understands that the basement has had water problems and shall not hold the Lessor liable for any damage that may result from any water in the basement.

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



regulations present or future, applicable to the Leased Premises or the property of which the Leased Premises are a part or to hazardous materials (hereinafter collectively called "Environmental Laws").

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

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

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

The obligations of LESSEE contained in this Article 17 shall survive the expiration or termination of the LEASE. LESSEE agrees and acknowledges that the Leased Premises are served by sanitary septic system, and LESSEE agrees not to knowingly introduce any substance into said septic system that may damage or otherwise inhibit the functioning of said system. LESSOR warrants and represents that as of the date of this Lease the Leased Premises are in compliance with all Environmental Laws and free of hazardous materials.

**18. SURRENDER:** The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises and agrees to repair any damage caused by such removal. LESSEE shall leave attached equipment such as exhaust hoody, sinks, pumps etc. Any equipment moved that leaves walls or floors in a state of repair shall be repaired by Lessee. LESSEE agrees to return the Premises in substantially in substantially the same condition as it was in on the date of signing this Lease. LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks, thereto, and other fixtures other than trade fixtures connected therewith and all alterations and additions upon the Leased Premises, in good condition, ordinary wear and tear damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property. Should the LESSEE fail to deliver the unit restored as close to its original condition as practicable, LESSOR shall have the right to apply any and all deposits being held by LESSOR, towards the costs of such restoration.

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

Provided, however, LESSEE may, by providing a bond, contest any such lien. Any alterations or improvements made by the LESSEE shall become property of the LESSOR at the termination of occupancy as provided herein.

**20. FIRE, CASUALTY, and EMINENT DOMAIN:** Should a substantial part of the Leased Premises, or of the property (in excess of \$400,000, not including lessee's equipment) of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR or LESSEE may elect to terminate this lease. When such fire, casualty, or taking renders the leased Premises unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

The LESSOR fails to give written notice within thirty (30) days of intention to restore Leased Premises, or The LESSOR fails to restore the Leased Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

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

**21. SIGNAGE:** The LESSEE may install a sign or modify the existing signs located on the exterior of the building and on the existing Pylon in the maximum size and number allowed by code and on the existing pylon sign at the expense of the LESSEE, and subject to the approval of the LESSOR which approval will not be unreasonably withheld, conditioned or delayed and in compliance with the requirements of the Town of Middleton.

**22. LESSOR'S WORK:**

See Addendum, all such work shall be undertaken at LESSOR's sole cost and expense and shall be completed in a good and workmanlike manner without delays or work stoppages. Such work shall commence no earlier than the date on which LESSEE begins work to refurbish and rebrand the current restaurant as a California Mexican restaurant.

**23. LESSEE'S WORK:** LESSEE hereby covenants and agrees, at its own cost and expense, and in a good and workmanlike manner to perform any approved work by the Lessor.

**24. NOTICE:** All notices required or to be given hereunder shall be in writing and deemed duly given when delivered in hand with a receipt obtained therefore, by facsimile or by electronic transmission provided documentation can be documented by the sender or by Federal Express or comparable express delivery service or when mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, addressed as follows:

If to the LESSEE:

If to the LESSOR:  
Warren Kelly  
Warren D. Kelly Trust  
10 Perkins Rd.  
Middleton, MA 01949

All rent checks shall be made payable to: "Warren D. Kelly Trust"

Executed, in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

LESSEE:

SIGNED: By: \_\_\_\_\_  
Serenitee Catering Corp. a Massachusetts Corporation

Witness: \_\_\_\_\_

SIGNED: By: \_\_\_\_\_  
Personally, Guaranteed by Mark McDonough  
of 25 Raymond Street Manchester, Ma.

Witness: \_\_\_\_\_

LESSOR: Warren D. Kelly Trust

SIGNED: \_\_\_\_\_  
Warren D. Kelly, Trustee

Witness: \_\_\_\_\_

119 South Main Street

**Addendum to Lease between Warren Kelly Reality Trust and Serenitee Catering Corp for leased premise located at 119 So. Main St. Middleton Ma 01949 Unit A.**

- 1] Lessee shall not have the right to transfer the alcoholic beverages license to a location other than the leased premises without the permission of the LESSOR.
- 2] Lessee shall be responsible for maintaining and if necessary, transferring the alcoholic beverages license.
- 4] Lessee agrees that no furniture or equipment may be removed or sold from the unit if Lessee is in default. In the event of default, Lessee specifically gives the right to the Lessor to sell any furniture, equipment and supplies to cure such default. Any attached items may only be removed if unit is restored to condition before installation of attached item. Bar Unit is part of the building and not property of LESSEE.

**LESSOR's Work:**

- 1] LESSOR shall install a new / approved septic system with no less than 3,750 gallons of flow per day dedicated to the Leased Premises and sufficient additional flow for the two other units, which shall include no less than 200 additional gallons per day for the dentist's office and no less than 20 gallons per day for each seat in the last unit.
- 2] LESSOR shall repave and restripe the entire parking lot and entrance and shall make every reasonable attempt to increase the number of parking spaces, but in no event shall reduce the number of parking spaces.
- 3] LESSOR shall upgrade all of the landscaping in all of the existing landscaping beds
- 4] LESSOR shall replace the existing flat roof above leased area
- 5] LESSOR shall replace all of the HVAC Units located in the Leased Premises
- 6] LESSOR shall install a separate water meter for the Leased Premises
- 7] LESSOR shall repair the deck, stairs and railings where and as necessary

LESSOR agrees that LESSOR shall undertake LESSOR's work contemporaneously with LESSEE's refurbishment and rebranding of the Leased Premises, which is anticipated to begin in or around August/September 2020. In no event will LESSOR begin LESSOR's Work until LESSEE's temporary closing date, which shall be on the last day of a calendar month. LESSEE shall inform LESSOR of the temporary closing date no less than thirty (30) days prior thereto.

LESSOR agrees to waive Rent (base and additional) for a period of no less than three (3) months beginning on the date that LESSEE temporarily closes for repairs.

In no event will LESSEE be required to recommence payments of Rent (base and additional) until LESSOR has completed all of LESSOR's work and the Town of Middleton signs off on the work and issues an occupancy permit, if required, and all certificates of completion and compliance.

In the event LESSOR fails to satisfactorily complete all of LESSOR's Work and secure all signoffs from the Town before the end of the three (3) month rent abatement period, LESSEE shall have the right to complete any and all such work, reopen the new restaurant at the Leased Premises and offset Rent (base and additional) in the amount of the costs and expenses incurred by LESSEE to complete such LESSOR's Work. During the time LESSEE is completing LESSOR's Work, LESSEE shall have no obligation to pay Rent (base and additional).

**TIME IS OF THE ESSENCE.**

Agreed upon by:

Lessee

DocuSigned by:

Lessee

Mark McDonough

Scenitree Catering Corp

DocuSigned by:

Lessee

Mark McDonough

DocuSigned by:

Lessee

Mark McDonough Personally

#### PERSONAL GUARANTEE

The undersigned hereby unconditionally guarantee the terms of the attached Lease, and the attached Addendum's for 119 So. Main St Middleton, Ma and agree that he shall be personally responsible for the punctual performance of the terms set forth herein.

DocuSigned by:

Mark McDonough

Personally, Guaranteed by Mark McDonough  
of 25 Raymond Street Manchester, Ma.

1 / 2019 1/9/2020

If to the LESSEE:

If to the LESSOR:

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

All rent checks shall be made payable to: Warren D. Kelly Trust

Executed in duplicate, this \_\_\_\_\_ day of

2019, 1/9/2020

LESSEE:

SIGNED: By: 

Serenitee Catering Corp. a Massachusetts Corporation

Witness: 

SIGNED: By: 

Personally, Guaranteed by Mark McDonough  
of 25 Raymond Street, Manchester, Ma

Witness: 

LESSOR: Warren D. Kelly Trust

SIGNED:

Warren D. Kelly, Trustee

Witness:

119 South Main Street



*The Commonwealth of Massachusetts*  
**Department of Industrial Accidents**  
**Office of Investigations**  
**1 Congress Street, Suite 100**  
**Boston, MA 02114-2017**  
**[www.mass.gov/dia](http://www.mass.gov/dia)**

**Workers' Compensation Insurance Affidavit: General Businesses**

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: North Shore Cantina, Inc. d/b/a Chancho's

Address: 119 South Main Street

City/State/Zip: Middleton, MA 01949

Phone #: 978-281-0923

**Are you an employer? Check the appropriate box:**

1.  I am a employer with 300 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: MEMIC

Insurer's Address: 261 Commercial Street, PO Box 3606

City/State/Zip: Portland, ME 04104

Policy # or Self-ins. Lic. #

Expiration Date: 12/31/2021

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

Failure to secure coverage as required under Section 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: Michael Smith

Date: 2/12/2021

Phone #: 978-281-0923

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

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

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

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2021

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

MackIntire Insurance Agency  
11 West Main St

Westborough

MA 01581

## INSURED

SERENITEE MANAGEMENT CORP; NORTH SHORE CANTINA  
DBA CHANCOS  
185 MAIN ST  
GLOUCESTER

MA 01930

CONTACT NAME: Melissa Pflug

PHONE (A/C No. Ext): (508) 366-6161

FAX (A/C. No):

E-MAIL: Melissap@mackintire.com

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Auto Mutual Group

175

INSURER B: Innovative Coverage Concepts

INSURER C: Maine Employers Mutual Insurance Group

1332

INSURER D:

INSURER E:

INSURER F:

## COVERAGEs

CERTIFICATE NUMBER: 20-21-22

## 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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PBP2796497	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 100,000 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 *TRAIA \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					COMBINED SINGLE LIMIT (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/>					EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	UMBRILLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		DSXS2010000280-01	06/01/2020	06/01/2021	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	3102806908	01/01/2021	01/01/2022	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability		PBP2796497	06/01/2020	06/01/2021	Occurrence \$ 1,000,000 Aggregate \$ 2,000,000

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

119 S. Main Street, Middleton, MA 01949

## CERTIFICATE HOLDER

## CANCELLATION

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



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner  
[mass.gov/dor](http://mass.gov/dor)

Letter ID: L1599606080  
Notice Date: February 2, 2021  
Case ID: 0-001-086-924



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SERENITEE CATERING CORP  
185 MAIN ST  
GLOUCESTER MA 01930

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, SERENITEE CATERING CORP is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR  
Karyn E. Polito  
LT. GOVERNOR



312625549

Rosalin Acosta  
SECRETARY  
Richard A. Jeffers  
DIRECTOR

Serenitee Catering Corp.  
185 MAIN STREET  
GLOUCESTER, MA 01930

EAN: 10058081  
January 25, 2021

Certificate Id:44796

The Department of Unemployment Assistance certifies that as of 1/25/2021, Serenitee Catering Corp. is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



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

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality Middleton

**1. TRANSACTION INFORMATION**

Transfer of License  
 Alteration of Premises  
 Change of Location  
 Management/Operating Agreement

Pledge of Inventory       Change of Class  
 Pledge of License       Change of Category  
 Pledge of Stock       Change of License Type  
 Other       (\$12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Full service restaurant with dining room and bar serving Mexican food.

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	512 Restaurant	All Alcoholic Beverages	Annual

**3. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number	00036-RS-0704	FEIN	
Entity Name	North Shore Cantina, Inc.		
DBA	d/b/a Chancho's	Manager of Record	Max Arvidson
Street Address	119 South Main Street, Middleton, MA 01949		
Phone	978-281-0923	Email	northshorerestaurantgroup@gmail.com
Add'l Phone		Website	maggiesfarmmiddleton.com

**4. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Single floor 2,900 square foot restaurant with kitchen, dining areas and bar.

Total Sq. Footage	2,900	Seating Capacity	112	Occupancy Number	120
Number of Entrances	3	Number of Exits	3	Number of Floors	1

## APPLICATION FOR A TRANSFER OF LICENSE

### 5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	Serenitee Catering Corp.		By what means is the license being transferred?	Other (Attach Explanation)
List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.				
Name of Principal	Title/Position	Percentage of Ownership		
Mark McDonough	President and Treasurer	100%		
Name of Principal	Title/Position	Percentage of Ownership		
Name of Principal	Title/Position	Percentage of Ownership		
Name of Principal	Title/Position	Percentage of Ownership		
Name of Principal	Title/Position	Percentage of Ownership		

### 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises(Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB	
Mark McDonough	25 Raymond Street, Manchester, MA 01944		03/09/1956	
Title and or Position		Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
President, Treasurer and Secretary		100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Title and or Position		Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Title and or Position		Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Title and or Position		Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
Title and or Position		Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

**APPLICATION FOR A TRANSFER OF LICENSE**

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)**

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>		<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>		<input type="radio"/> Yes <input type="radio"/> No	
<input type="text"/>		<input type="radio"/> Yes <input type="radio"/> No	
<input type="text"/>		<input type="radio"/> Yes <input type="radio"/> No	
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>		<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>		<input type="radio"/> Yes <input type="radio"/> No	
<input type="text"/>		<input type="radio"/> Yes <input type="radio"/> No	
<input type="text"/>		<input type="radio"/> Yes <input type="radio"/> No	
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>		<input type="text"/>	
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>		<input type="radio"/> Yes <input type="radio"/> No	
<input type="text"/>		<input type="radio"/> Yes <input type="radio"/> No	
<input type="text"/>		<input type="radio"/> Yes <input type="radio"/> No	

Additional pages attached?

Yes  No

**CRIMINAL HISTORY**

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes  No

**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See attachment 6A			

**6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE (CONTINUATION SHEET)**

<u>Name</u>	<u>License Type</u>	<u>License Name</u>	<u>Municipality</u>
Cala's	§12 on Premises	Neighborly Restaurant Group Inc.	Manchester, MA
The Spot, Winchester	§12 on Premises	Left Eden Restaurant Corp.	Winchester, MA
Breakwater Roasters/TAJ	§12 on Premises	Eden Restaurant Corp.	Gloucester, MA
Nolo Opus	§12 on Premises	Nolo Opus Inc.	Salem, MA
Hale Street Tavern	§12 on Premises	Flour N Water Corp.	Beverly, MA
Minglewood Harborside	§12 on Premises	Aqua Restaurant Corp.	Gloucester, MA
The Spot	§12 on Premises	Another Spot Inc.	Georgetown, MA
Maggie's Farm	§12 on Premises	Serenitee Catering Corp.	189 South Main Street Middleton, MA
15 Walnut Street	§12 on Premises	Indigo Restaurant Corp.	South Hamilton, MA

## APPLICATION FOR A TRANSFER OF LICENSE

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
2/2009	Neighborly Restaurant Group Inc.	Manchester, MA	unruly crowd

### 7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded?  Yes  No

### 8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes  No

### 9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

## APPLICATION FOR A TRANSFER OF LICENSE

### 10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	<input type="text"/>
C. Other* (Please specify)	100,000.00
D. Total Cost	100,000.00

\*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

#### SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Mark McDonough	100,000.00
Total	\$100,000.00

#### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

#### FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

The funds are coming from the personal funds of the sole stockholder, Mark McDonough. See the attached bank statements. The balance on deposit is in excess of \$100,000.00

### 11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge?  Yes  No

Please indicate what you are seeking to pledge (check all that apply)  License  Stock  Inventory

To whom is the pledge being made?

## 12. MANAGER APPLICATION

### A. MANAGER INFORMATION

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

Proposed Manager Name  Date of Birth  SSN   
Residential Address   
Email  Phone

Please indicate how many hours per week you intend to be on the licensed premises

### B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?\*

Yes  No \*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

Yes  No

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

Date	Municipality	Charge	Disposition

### C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
10/2020	present	Manager	Serenitee Catering Corp.	Jeff Cala
		See resume-past employment		

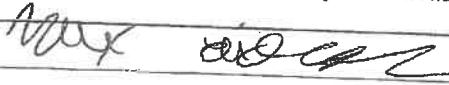
### D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature

   
Date

### **13. MANAGEMENT AGREEMENT**

Are you requesting approval to utilize a management company through a management agreement?  
If yes, please fill out section 13.

Yes  No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

Management agreement between proposed licensee and Serenitee Management Corp. provides that management entity will oversee the operation of the restaurant for a management fee equal to licensee's proportionate share of Manager's fees and expenses described in the Management Agreement.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

#### **13A. MANAGEMENT ENTITY**

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Address

Phone

**See Attachment 13A**

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

Yes  No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

Yes  No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

Yes  No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

US Citizen

MA Resident

Yes  No

#### **CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime? See attached Affidavit  
If yes, attach an affidavit providing the details of any and all convictions.

Yes  No

### **13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See Attachment 13B			

13A MANAGEMENT ENTITY

Entity Name	Address	Phone
Serenitee Management Corp.	185 Main Street, Gloucester, MA 01930	978-281-0923

Name of Principal	Residential Address	SSN	DOB
Mark McDonough	25 Raymond Street		03/09/1956
Title and/or Position	Percentage of Ownership	Director	US Citizen
Director	100%	Yes	Yes

Name of Principal	Residential Address	SSN	DOB
Jeff Cala	50 Southern Avenue, Essex, MA 01929		11/19/1970
Title and/or Position	Percentage of Ownership	Director	US Citizen
President and Director	0%	Yes	Yes

Name of Principal	Residential Address	SSN	DOB
Jeremiah Quill	519 Harrison Ave, Unit 620, Boston, MA 02118		05/03/1962
Title and/or Position	Percentage of Ownership	Director	US Citizen
Director	0%	Yes	Yes

Name of Principal	Residential Address	SSN	DOB
Michael Smith	424 Elliott Street, Beverly, MA 01915		12/20/1970
Title and/or Position	Percentage of Ownership	Director	US Citizen
Treasurer and Director	0%	Yes	Yes

Name of Principal	Residential Address	SSN	DOB
Jill Elmstrom Mann	13 James Ave, Middleton, MA 01949		08/19/1963
Title and/or Position	Percentage of Ownership	Director	US Citizen
Secretary and Director	0%	Yes	Yes

13B. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE (CONTINUATION SHEET)

<u>Name</u>	<u>License Type</u>	<u>License Name</u>	<u>Municipality</u>
<b>Management Agreements with the following:</b>			
The Spot, Winchester	\$12 on Premises	Left Eden Restaurant Corp.	Winchester, MA
The Spot	\$12 on Premises	Another Spot Inc.	Georgetown, MA
<b>Direct or Indirect, beneficial or financial interest in the following:</b>			
<u>Name</u>	<u>License Type</u>	<u>License Name</u>	<u>Municipality</u>
Cala's	\$12 on Premises	Neighborly Restaurant Group Inc.	Manchester, MA
The Spot, Winchester	\$12 on Premises	Left Eden Restaurant Corp.	Winchester, MA
Breakwater Roasters/TAJ	\$12 on Premises	Eden Restaurant Corp.	Gloucester, MA
Nolo Opus	\$12 on Premises	Nolo Opus Inc.	Salem, MA
Hale Street Tavern	\$12 on Premises	Flour N Water Corp.	Beverly, MA
Minglewood Harborside	\$12 on Premises	Aqua Restaurant Corp.	Gloucester, MA
The Spot	\$12 on Premises	Another Spot Inc.	Georgetown, MA
Maggie's Farm	\$12 on Premises	Serenitee Catering Corp.	119 South Main Street Middleton, MA
Maggie's Farm	\$12 on Premises	Serenitee Catering Corp.	189 South Main Street Middleton, MA
15 Walnut Street	\$12 on Premises	Indigo Restaurant Corp.	South Hamilton, MA

### **13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### **13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

### **13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

### **13F. TERMS OF AGREEMENT**

- a. Does the agreement provide for termination by the licensee?  Yes  No
- b. Will the licensee retain control of the business finances?  Yes  No
- c. Does the management entity handle the payroll for the business?  Yes  No

d. Management Term Begin Date

Yes  No

Yes  No

Yes  No

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

\$ per month/year (indicate amount)

% of alcohol sales (indicate percentage)

% of overall sales (indicate percentage)

other (please explain)

Licensee's proportionate share of Manager's expenses as described in Management Agreement

ABCC Licensee Officer/LLC Manager

Signature:



Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:



Title:

Date:

## APPLICANT'S STATEMENT

I, Mark McDonough the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory  
of North Shore Cantina, Inc.  
Name of the Entity/Corporation

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

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

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

Signature:



Date:

1/26/2021

Title:

President and Treasurer



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: (IF EXISTING LICENSE)	LICENSEE NAME: North Shore Cantina, Inc.	CITY/TOWN: Middleton
---------------------------------------	--	----------------------

**APPLICANT INFORMATION**

LAST NAME: Arvidson	FIRST NAME: Max	MIDDLE NAME: Henry	
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: San Diego, CA		
DATE OF BIRTH: 07/05/1996	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME: Olsen	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts	
GENDER: MALE	HEIGHT: 6	WEIGHT: 224	EYE COLOR: hazel
CURRENT ADDRESS: 10 Summer Street			
CITY/TOWN: Beverly	STATE: MA	ZIP: 01915	
FORMER ADDRESS: 38 East Street			
CITY/TOWN: Hadley	STATE: MA	ZIP: 01035	

**PRINT AND SIGN**

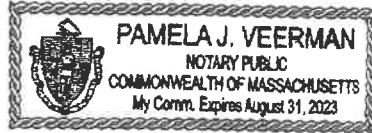
PRINTED NAME: Max Henry Arvidson	APPLICANT/EMPLOYEE SIGNATURE:
----------------------------------	-------------------------------

**NOTARY INFORMATION**

On this <u>February 12 2021</u> before me, the undersigned notary public, personally appeared <u>Max Henry Arvidson</u>	
(name of document signer), proved to me through satisfactory evidence of identification, which were <u>his driver's license</u>	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
NOTARY	

**DIVISION USE ONLY**

REQUESTED BY: <input type="text"/>	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE <input type="text"/>
The DCII Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.	



MASSACHUSETTS

DRIVER'S  
LICENSE

NOT FOR FEDERAL ID



11/20/2018

07/05/2023

5'8 1/2" FEET

17" INCHES

None

None

ARVIDSON

MAX HENRY

38 EAST ST

HADLEY, MA 01035-9708

LEEVES HAZ  
EXPIRED 07/05/2023

00 11/20/2018 Rev 02/22/2018

07/05/96

*Max J. Arvidson*

Passport

Of the United States

Permit to travel in the name of the United States  
and its citizens, among foreign persons, and  
for the protection of  
the government of the United States, and to  
the protection of the United States, and to



SIGNATURE OF BEARER / SIGNATURE DE L'ÉTAILORE / FIRMA DEL TITULAR



PUSAARVIDSON



Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: (IF EXISTING LICENSEE):	LICENSEE NAME: North Shore Cantina, Inc.	CITY/TOWN: Middleton
---	--	----------------------

**APPLICANT INFORMATION**

LAST NAME: McDonough	FIRST NAME: Mark	MIDDLE NAME: M	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH: Natick	
DATE OF BIRTH: 03/09/1956	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME: Trayer	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts	
GENDER: MALE	HEIGHT: 5	WEIGHT: 180	EYE COLOR: Blue
CURRENT ADDRESS: 25 Raymond Street			
CITY/TOWN: Manchester	STATE: MA	ZIP: 01944	
FORMER ADDRESS: 25 Raymond Street			
CITY/TOWN: Manchester	STATE: MA	ZIP: 01944	

**PRINT AND SIGN**

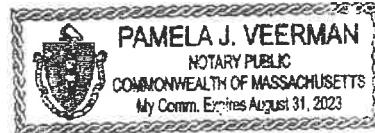
PRINTED NAME: Mark McDonough	APPLICANT/EMPLOYEE SIGNATURE:
------------------------------	-------------------------------

**NOTARY INFORMATION**

On this <u>January 26, 2021</u> before me, the undersigned notary public, personally appeared <u>Mark McDonough</u>	
(name of document signer), proved to me through satisfactory evidence of identification, which were <u>his driver's license</u>	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
NOTARY	

**DIVISION USE ONLY**

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	
The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4616.	



# We the People

Of the United States,  
We the People, in Order to form a more perfect Union,  
Establish Justice, insure domestic Tranquility,  
Provide for the common defense, Promote the general Welfare,  
and secure the Blessings of Liberty to ourselves and our posterity,  
do ordain and establish this Constitution for the United States of America.

 *Mark L. O.*  
SIGNATURE OF BEARER / SIGNATURE DU TITULARE / FIRMA DEL TITULAR.



## CORPORATE VOTE

The Board of Directors or LLC Managers of

North Shore Cantina, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Middleton

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

January 26, 2021

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Mark McDonough

Name of Person

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

"VOTED: To appoint

Max Arvidson

Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature

Mark McDonough

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

## ASSIGNMENT OF LEASE

This Assignment of Lease ("Assignment") is made as of February 1, 2021, by and among SERENITEE CATERING CORP., a Massachusetts corporation having a principal address of 185 Main Street, Gloucester, Massachusetts 01930, (the "Original Tenant"), WARREN D. KELLY, Trustee of the WARREN D. KELLY TRUST u/d/t dated October 29, 1998, having an address of 5 Bouchard Drive, Middleton, Massachusetts 01949 (the "Landlord"), and NORTH SHORE CANTINA, INC., a Massachusetts corporation having a principal address of 185 Main Street, Gloucester, Massachusetts 01930 (the "New Tenant").

WHEREAS, Original Tenant and Landlord entered into that certain Commercial Lease, date January 9, 2020, (the "Lease") for the property described in said Lease as 119 South Main Street, Middleton, Massachusetts (the "Leased Premises"); and

WHEREAS, the Original Tenant notified Landlord, pursuant to Paragraph 13 of the Lease, that it is assigning its interest in the Lease to the New Tenant, which is a commonly owned entity; and

WHEREAS, the New Tenant desires to continue to operate a restaurant at the Leased Premises and Original Tenant intends to transfer its liquor license to the New Tenant; and

WHEREAS, the New Tenant desires to assume the obligations of Tenant under the Lease subject to all of its terms and conditions of the Lease and the Landlord confirms its acceptance of such assumption; and

WHEREAS, the Landlord confirms its approval of the transfer of the Original Tenant's liquor license at the Leased Premises to the New Tenant.

NOW THEREFORE, for value received, the undersigned parties hereby agree as follows:

1. Pursuant to the terms of Section 13 of the Lease, the Original Tenant hereby assigns all of its right title and interest under the Lease to New Tenant, and New Tenant hereby accepts the assignment and hereby assumes and agrees to perform all of the terms and conditions of the Original Tenant under the Lease, including without limitation payment of all rent required by the provisions of the Lease.
2. The Original Tenant consents to the transfer of its liquor license at the Leased Premises to the New Tenant.
3. Landlord hereby accepts this assignment to New Tenant, and hereby releases Original Tenant from any and all further obligations under the Lease and confirms its approval of the transfer of the Original Tenant's liquor license at the Leased Premises to the New Tenant.
4. The parties confirm that all terms and conditions of the Lease remain in full force and effect except as amended hereby.

5. The personal guarantee by Mark McDonough remains in effect with the transfer.

In Witness Whereof, each party to this Assignment, has caused it to be executed as a sealed instrument as of February 1, 2021.

ORIGINAL TENANT:  
SERENITEE CATERING CORP.

NEW TENANT:  
NORTH SHORE CANTINA, INC.

By: Mark M. McDonough  
Mark McDonough, President and  
Treasurer

By: Mark M. McDonough  
Mark McDonough, President and  
Treasurer

LANDLORD  
Warren D. Kelly  
Warren D. Kelly, Trustee of the Warren D. Kelly Trust

Acknowledged and Agreed

Mark M. McDonough  
Mark McDonough, Individually





# 500 foot Abutters List Report

Middleton, MA  
January 28, 2021



## Subject Property:

Parcel Number: 0029-0000-0072  
CAMA Number: 0029-0000-0072  
Property Address: 119 SOUTH MAIN ST

TOWN OF MIDDLETON

CERTIFIED COPY



Mailing Address: KELLY WARREN D TR WARREN D KELLY  
RLTY TR  
10 PERKINS RD  
MIDDLETON, MA 01949

## Abutters:

Parcel Number: 0029-0000-0070  
CAMA Number: 0029-0000-0070  
Property Address: 143 SOUTH MAIN ST

Mailing Address: MIDDLETON TOWN OF MIDDLETON  
SCHOOL DEPT  
28 MIDDLETON RD  
BOXFORD, MA 01921

Parcel Number: 0029-0000-0071  
CAMA Number: 0029-0000-0071  
Property Address: SOUTH MAIN ST

Mailing Address: KARAGEZIAN JOSEPH TR JOSEPH  
KARAGEZIAN REV TR 2018  
7 DEBSTON LN  
LYNNFIELD, MA 01940

Parcel Number: 0029-0000-0073  
CAMA Number: 0029-0000-0073  
Property Address: 2 MEADOW DR

Mailing Address: AUGER MARIANNE TR AUGER FAMILY  
TR  
2 MEADOW DR  
MIDDLETON, MA 01949



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.

1/28/2021

Page 1 of 1



119 SOUTH MAIN (MAP 29, LOT 72)

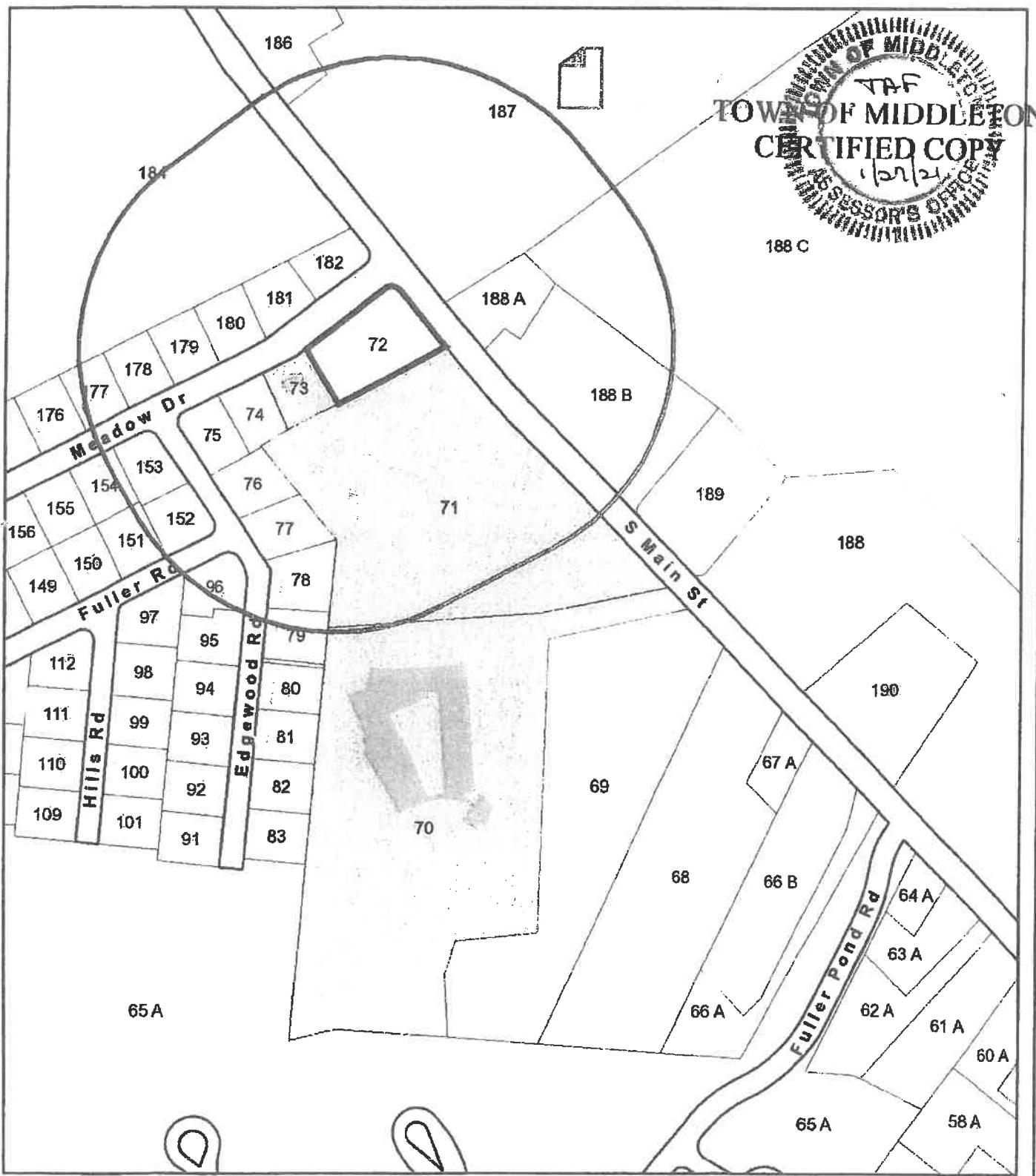
Middleton, MA

1 inch = 300 Feet

三

## Technologies

January 28, 2021



Data shown on this map 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 map.



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

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

**APPLICATION FOR A TRANSFER OF LICENSE**

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

**ECRT CODE: RETA**

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

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

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

**ENTITY/ LICENSEE NAME**

**ADDRESS**

**CITY/TOWN**

**STATE**

**ZIP CODE**

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

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

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

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

## Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



FILING FEES-RETAIL	North Shore Cantina Inc.	\$200.00
		\$200.00

Date Paid: 2/12/2021 4:36:45 PM EDT

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

### Payment On Behalf Of

**License Number or Business Name:**  
North Shore Cantina, Inc.

**Fee Type:**  
FILING FEES-RETAIL

### Billing Information

**First Name:**  
Jill

**Last Name:**  
Mann

**Address:**  
191 S Main Street

**City:**  
Middleton

**State:**  
MA

**Zip Code:**  
01949

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

## RESTAURANT MANAGEMENT AGREEMENT

NORTH SHORE CANTINA, INC. d/b/a Chanco's  
185 Main Street, Gloucester, Massachusetts 01930  
(the "Owner")  
and  
SERENITEE MANAGEMENT CORP.  
185 Main Street, Gloucester, Massachusetts 01930  
(the "Manager")

This RESTAURANT MANAGEMENT AGREEMENT (the "Agreement") is executed as of the 1<sup>st</sup> day of February, 2021 ("Effective Date"), by and between NORTH SHORE CANTINA, INC. ("Owner"), a Massachusetts corporation with offices at 185 Main Street, Gloucester, Massachusetts 01930, and SERENITEE MANAGEMENT CORP., a Massachusetts corporation ("Manager"), with a mailing address at 185 Main Street, Gloucester, Massachusetts 01930.

### RECITALS

WHEREAS, the Owner is the owner of a restaurant called Chancho's (the "Restaurant") and located at 119 South Main Street, Middleton, Massachusetts (the "Premises");

WHEREAS, Owner has entered into a lease agreement dated as of January 9, 2020 (the "Lease Agreement"), pursuant to which the Owner has the right to occupy the Premises and operate the Restaurant thereat; and

WHEREAS, the Owner and Manager desire to retain the Manager to operate the Restaurant and to make the Restaurant a part of the group of restaurants owned by Mark McDonough (the "SRG Umbrella");

WHEREAS, the Owner acknowledges that the Manager may oversee the operation of other restaurants under the SRG branding but that in no event shall such other restaurants be deemed to be part of the SRG Umbrella or otherwise entitled to the benefits set forth under Section 5 hereof; and

WHEREAS, the Owner hereby retains the Manager on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Manager agree as follows:

**1. RETENTION OF MANAGER.** Owner hereby appoints and employs Manager to supervise, direct and control the management and operation of the Restaurant under the name "Alchemy" for the Term, as defined under Section 2 hereof. Manager hereby accepts said

appointment and agrees to manage and operate the Restaurant during the Term in accordance with the terms and conditions hereinafter set forth.

**2. TERM; EARLY TERMINATION.** This Agreement shall remain in effect for from date hereof, and ending on the 31<sup>st</sup> day of January, 2022 (the “Initial Term”). The Owner shall not be entitled to terminate this Agreement during the Initial Term. Thereafter, the Agreement shall automatically be extended for additional one (1) year terms (the “Extended Term”). During any Extended Term, the Owner shall have the right to terminate Manager by delivering to Manager no less than sixty (60) days’ prior written notice of its desire to terminate but only in the event the Restaurant experiences a loss for three (3) consecutive reporting periods and such a financial condition is shown on the three (3) corresponding Luna Statements, defined below, prepared by Manager pursuant to Section 5 hereof and such a loss is not attributable to any malfeasance or breach hereof by the Owner. In the event the Owner terminates the Manager in violation of this Section 2 or is in breach of its obligations hereunder, Owner shall pay to Manager a wrongful termination fee equal to ten (10%) percent of the aggregate sales for three (3) consecutive reporting periods a shown on the three (3) previous Luna Statements.

**3. DUTIES OF MANAGER.** The operation of the Restaurant shall be under the exclusive supervision and control of Manager which, except as otherwise specifically provided in this Agreement, shall be responsible for the proper and efficient operation of the Restaurant. The Owner acknowledges that the Restaurant is being managed under the SRG Umbrella. Subject to the terms hereof, Manager shall have discretion and control in all matters relating to management and operation of the Restaurant free from interference, interruption or disturbance, but in all respects subject to the provisions of this Agreement. Provided however, the Owner shall be and remain the licensee under the liquor license issued to Owner authorizing the sale of alcohol at the Restaurant and shall be responsible for overseeing all sales of alcohol and ensuring compliance with the provisions of M.G.L.A. ch. 138 and all regulations promulgated thereunder as set forth under the 204 CMR 4.00 et seq.

**a. Manager’s Authority.** Manager’s authority and obligations shall include but not be limited to the following:

- i. creation or continuation of food and beverage programs, which shall include the design, and revision of menus, wine lists, and the pricing of the same;
- ii. assessment of ongoing personnel needs and establishing policy regarding hiring, compensation, employee benefits, incident response (involving guests and employees of the Restaurant);
- iii. recruiting, hiring, training, supervising and terminating personnel, resolution of all employee related issues, when and as necessary, and determining the number of total staff required as well as per shift;
- iv. maintaining a consistent level of service and atmosphere and setting a dress code;
- v. purchasing and maintaining the Restaurant’s inventory of food, beverages (including, without limitation, beer, wines and liquors) and all operating

supplies;

- vi. routine assessment of the functionality of all furniture, fixtures and equipment used in the day-to- day operation as well as review all access and safety requirements for the benefit of staff and guest and undertake all necessary repairs and replacement;
- vii. ensuring that all necessary insurance is in place that provides coverage for liability (liquor and commercial liability), worker's compensation, and personal property, see Exhibit A for a list of necessary insurance, cost of insurance set forth above shall be paid as an operating expense
- viii. establishing and supervising all advertising, public relations and promotional policies and create loyalty programs (this is optional) and relationships with the local business community as well as oversee the development of the Restaurant's website and other interaction on social media;
- ix. establishing credit card processing ability;
- x. maintain an SRG loyalty program that will include the Restaurant;
- xi. obtaining and keeping in full force and effect, in the name of Owner all necessary licenses and permits (including the liquor license and other bar, restaurant, sign and occupancy licenses and permits) as may be required by law to operate the Restaurant from time to time. Manager shall monitor compliance with the conditions set forth in any such licenses and permits and at all times shall manage and operate the Restaurant in accordance with such conditions and other applicable laws;
- xii. providing administrative and bookkeeping support, accounting, cash management, accounts payable, budgeting, operational, sales, payroll, and tax reporting services (sales, meal, unemployment, and withholding), performance monitoring and purchasing policies and practices in accordance with the terms of this Agreement;
- xiii. overseeing the performance of all of Owner's obligations under the Lease Agreement, including but not limited to ensuring that all rent, utilities, insurance and common area charges are included in the operating budget and paid as required from the Operating Account.
- xiv. preparing the annual operating budget, which shall include a line item for repairs and maintenance and for funding an escalating capital account, and providing an analysis for improving profitability;
- xv. oversee, support and maintain all telecommunications, audio video installations and network configurations, which shall include trouble shooting and service calls; and
- xvi. support all accounting and administrative software systems, technical support of all POS and back office computer systems.

All costs incurred shall be an operating expense and paid from the Restaurant's Account established pursuant to Section 7 hereof.

**b. Limitation on Manager's Authority.** In addition to any other limitations on Manager's authority set forth in this Agreement, Manager shall not, without Owner's written approval, take any of the following actions with respect to the Restaurant (except as otherwise expressly permitted by the terms hereof and except if the specific terms of such action shall have been expressly provided for in the annual operating budget or otherwise approved in writing by Owner):

- i. enter into any contract or other agreement which could require payment of more than twenty thousand (\$20,000) dollars per year or having a term longer than one year (unless such contract is terminable after one year upon not more than thirty (30) days' notice without penalty) or so modify or amend any such contract or agreement; or
- ii. enter into any lease, license, concession or other occupancy agreement; or
- iii. enter into any arrangement for the employment of any professional firm (other than attorneys and accountants) except as set forth in the annual operating budget; or
- iv. settle any litigation or claims for more than five thousand (\$5,000) dollars unless the settlement solely involves the payment of an amount in cash which is covered by insurance proceeds for which the deductible amount does not exceed five thousand (\$5,000) dollars; or
- v. borrow money, issue any guarantees or incur any interest or contingent obligation, except ordinary trade debt in the name of the Restaurant or secured by its assets;
- vi. sell, transfer or otherwise dispose of all or any portion of the Restaurant, except for the sale of inventory as approved in writing by Owner;
- vii. finance, refinance or otherwise encumber the Restaurant or any portion thereof; or

**4. EMPLOYEES.** All personnel employed at the Restaurant shall, at all times from and after the Effective Date, be the employees of Owner. Notwithstanding, Manager shall have absolute discretion with respect to all personnel employed at the Restaurant, including, without limitation, decisions regarding hiring, promoting, transferring, compensating, supervising, terminating, directing and training all employees, and, generally, establishing and maintaining all policies relating to employment.

**5. MANAGEMENT FEE & EXPENSES OF MANAGE.** So long as this Agreement is in full force and effect and Manager is not in default hereunder, Owner shall be responsible for paying Manager a monthly management fee (the "Management Fee") equal to the Restaurant's "Proportionate Share" of all expenses incurred by Manager during the previous four (4) week period (the "Luna Period"). Owner's Proportionate Share for any given Luna Period shall equal the Restaurant's total gross revenues, as stated in the Owner's "Luna Statements"<sup>1</sup> over the

<sup>1</sup> "Luna Statements" are financial reports produced by the Manager based on the point-of-sale information generated by the Restaurant and shall identify gross sales revenues, operating expenses, cash flow, accounts

total gross revenues generated by all other Serenitee Group Restaurants managed by the Manager. The Management Fee shall be payable in arrears based on the Owner's Luna Statements. Manager agrees that the Management Fee is intended to cover Owner's Proportionate Share all of Manager's expenses. Every four weeks during the Term, Manager shall deliver Luna Statements to Owner. To the extent the Owner has insufficient available cash to pay the Management fee, the Manager shall make an intercompany transfer and shall identify the liability on the Owner's financial records as an intercompany obligation.

The Owner recognizes that the Restaurant is being managed as part of the SRG Umbrella and that the Management Fee due and payable hereunder may fluctuate over time based upon the level of business of the Restaurant in comparison to the other restaurants under the SRG Umbrella. To the extent a restaurant within the SRG umbrella, including the Owner, is unable to pay its current obligation to the Manager, the Manager will make a bookkeeping entry noting the payable. This provision shall apply only to the restaurants included in the SRG umbrella.

**6. OPERATING AND PAYROLL ACCOUNT.** All revenues generated by the Restaurant shall be deposited into a bank account (the "Account") that shall be managed by the Manager. Title to the Account shall be in Owner's name with Manager identified as an authorized signatory. During the Term hereof, Manager shall have full power and authority to access and draw against the Account in order to meet all payroll and operating expenses, which shall include the payment of the Management Fee, of the Owner in connection with the operation of the Restaurant.

a. *Accounts Payable.* Manager shall pay or cause to be paid from the Account in a timely manner all invoices for goods or services incurred by or on behalf of the Restaurant, including the Management Fee.

b. *Employee Compensation.* Manager shall pay or cause to be paid from the Account, at set intervals all compensation to Employees who work at the Restaurant and shall pay all withholding tax and all other payroll tax obligations of the Owner. Manager shall ensure that all tax withholdings and payroll taxes are issued in connection with all such payroll obligations.

**7. REPAIR AND MAINTENANCE ACCOUNT; CAPITAL ACCOUNT.** Owner shall be responsible for funding the upkeep and maintenance of the Restaurant (the "R&M") and any capital improvements, rebranding and refurbishing of the Restaurant (the "Capital"). The Manager shall be permitted, subject to the approval of its board of directors, to fund Capital issues for the benefit of a member of the SRG Umbrella, provided any such funding shall be noted on the financial records of any such owner and shall be carried as a payable.

**8. OWNERSHIP OF THE RESTAURANT.** Owner hereby covenants that it has a

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receivable and accounts payable of the immediately preceding four-week period of time and on a year-to-date basis and a comparison with the prior year.

leasehold interest in the Premises and that all assets of the Restaurant are owned by the Owner free from all liens other than as identified in writing by Owner to Manager.

**9. TRADEMARKS AND INTELLECTUAL PROPERTY.** During the Term of this Agreement, Manager grants to Owner the non-exclusive, limited right to use various proprietary technology and know-how (the "Intellectual Property") of the Manager in the management and operation of the Restaurant the terms of which are detailed in a separate license agreement from Manager to Owner (the "License Agreement"). Intellectual Property shall mean all technology, software programs, software modifications, methodologies, procedures, written materials whether patentable or not that is necessary or useful in connection with the management of a restaurant or that constitutes Confidential Information, as that term is defined in the License Agreement, of the Manager. Owner acknowledges that Manager is the sole and exclusive owner of all rights, title and interest in all Serenitee Intellectual Property, which shall in all events remain the exclusive property of Manager. Nothing in this Agreement shall be construed to grant Owner any right of ownership in or right to use or license others to use the Serenitee Intellectual Property or for any purpose other than the purpose stated herein. Owner shall not have any rights to any Intellectual Property other than as specifically provided for in the License Agreement, shall treat as confidential any Intellectual Property in its possession, and shall not disclose to any third party any Intellectual Property or use any Intellectual Property for any purpose whatsoever. Upon termination of this Agreement, Owner's license to use Serenitee's Intellectual Property shall be terminated and all Intellectual Property shall be removed from the Restaurant by Manager and Owner shall cease using any of Serenitee's Intellectual Property. Manager shall be entitled, in case of any breach by Owner of any of the covenants of this Section 9, to injunctive relief and to any other right or remedy available at law or in equity. The provisions of this Section 9 shall survive Termination.

**10. EVENTS OF DEFAULT.** Notwithstanding anything herein to the contrary, either party shall be entitled to terminate this Agreement effective immediately and to seek any other remedies available to it at law or at equity upon the occurrence of any of the following events of default:

a. *Voluntary Bankruptcy.* The filing of a voluntary petition in bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by either party, or the admission by either party that it is unable to pay its debts as they become due.

b. *Involuntary Bankruptcy.* The consent to an involuntary petition in bankruptcy or the failure to vacate, within ninety (90) days from the date of entry thereof, any order approving an involuntary petition by either party.

c. *Breach.* The failure of either party to perform, keep or fulfill any of the other covenants, undertakings, obligations or conditions set forth in this Agreement, including any payment obligations, and the continuance of such default for a period of thirty (30) days after the defaulting party's receipt of written notice from the non-defaulting party of said failure. For any payment default the non-defaulting party shall be entitled to receive interest on

all sums do to it at an annual rate of interest equal to the Prime Rate plus three (3) percentage points, from and after the date on which the Default occurred.

The remedies set forth hereunder shall survive Termination.

## 11. MISCELLANEOUS PROVISIONS

a. *Prior Agreements.* This Agreement supersedes all previous contracts, agreements and understandings of the parties, either oral or written, relating to the subject matter hereof and the transactions contemplated hereby. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing executed by the party against whom enforcement of the modification or waiver is sought.

b. *Counterparts.* This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute one and the same instrument.

c. *Electronic Signatures.* The parties acknowledge and agree that, notwithstanding any law or presumption to the contrary, an electronic signature of either party, whether upon this Agreement or any related document, shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature.

d. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of Owner, its successors and assigns, and shall be binding upon and inure to the benefit of Consultant, its permitted successors and assigns.

e. *Related Opportunities.* Neither this Agreement nor anything implied by the relationship between Manager and Owner shall prohibit Manager from developing, constructing, owning, operating, promoting, and/or authorizing others to develop, construct, operate, or promote one or more restaurants, or any other business operations of any type, and Owner hereby acknowledges and agrees that Manager has the unconditional right to engage in such activities.

f. *Related Party Transactions.* Manager shall have the right to enter into or implement transactions with one or more affiliates to purchase, sell, lease, procure or provide goods and/or services for or to the Restaurant.

g. *Governing Law.* This Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts without giving effect to conflict of laws principles thereof. Owner and Manager agree and intend that proper forums for the litigation of any and all disputes or controversies arising out of or related to this Agreement shall be a court of competent jurisdiction in Essex County, Massachusetts.

h. *Independent Contractor.* It is expressly understood and agreed that

Manager is performing Services and other obligations under this Agreement for the benefit of Owner as an independent contractor and shall not be considered an employee of Owner. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making Manager a partner, joint venturer with, or agent of, Owner. Owner and Manager agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit or other proceeding.

i. *Assignment.* No assignment of this Agreement shall be made without the express consent in writing of each party. A change of control in the ownership of either Owner or Manager shall constitute an assignment for the purposes of this Section 11(g).

j. *Confidentiality.* Owner understands that Manager in the course of providing services hereunder Manager will reveal to Confidential Information regarding Serenitee's Intellectual Property and that all such information shall be deemed confidential and shall be maintained as confidential by Owner, unless otherwise agreed to in writing.

k. *Enforcement.* If a party to this Agreement incurs any legal fees or expenses as a result of the default or breach by the other party to this Agreement (including any such fees or expenses in connection with the enforcement or the exercise of remedies under this Agreement) the defaulting party shall reimburse the non-defaulting party for such legal fees or expenses within ten (10) days after demand.

l. *Notice.* Any notice, payment, report, request or other communication (each a "Notice") required or permitted to be given by one party to the other party under this Agreement shall be in writing and shall be delivered by (a) personal delivery, (b) express, registered or certified first-class mail, return receipt requested, postage prepaid, (c) internationally recognized courier service or (d) scanned pdf or similar image sent by electronic mail addressed to the other party at its address as indicated on page 1 hereof, or to such other address as the addressee shall have furnished to the other party by like notice with a copy to the following:

Jill Elmstrom Mann  
MANN & MANN, P.C.  
191 South Main Street, Suite 104  
Middleton, MA 01949  
E-mail: [jill@mannpc.com](mailto:jill@mannpc.com)

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

**NORTH SHORE CANTINA, INC.**

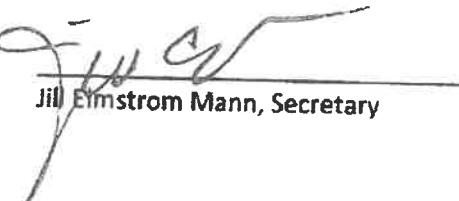
By:



Mark McDonough, President and  
Treasurer

**SERENITEE MANAGEMENT CORP.**

By:



Jill Eimstrom Mann, Secretary

## INSURANCE

- (a) "all-risk" insurance covering the Restaurant, against loss or damage from normal property perils, in aggregate amounts which shall be not less than 100% percent of replacement cost thereof (without depreciation or coinsurance) and as required to meet then-current building, health and safety codes and other applicable laws (notwithstanding the foregoing, "all-risk" insurance covering the furniture, equipment and decoration within the Restaurant shall be maintained by Manager throughout the Term);
- (b) business interruption insurance covering loss of income to both Owner and Manager for a period of twenty-four (24) months resulting from interruption of business caused by the occurrence of any of the risks insured against under the property damage insurance referred to in this Section;
- (c) commercial general liability insurance in an amount not less than a combined single limit of \$10,000,000 for each occurrence in or about the Restaurant, for personal injury and death and property damage, as well as coverage for products and completed operations, in such amount against all claims arising out of alleged: (i) bodily injury, (ii) death, (iii) property damage, (iv) assault or battery, (v) false arrest, detention or imprisonment or malicious prosecution, (vi) libel, slander, defamation or violation of the right of privacy, (vii) wrongful entry or eviction, (viii) liquor law or dram shop liability, or (ix) food poisoning;
- (d) worker's compensation insurance in amounts not less than the amounts prescribed by applicable laws and employer's liability insurance in an amount equal to not less than \$1,000,000 (and scheduled under the commercial general liability insurance policy); and
- (e) comprehensive crime insurance, including fidelity bond coverage and employment practices liability insurance (including but not limited to computer theft coverage) in an amount equal to not less than \$2,000,000.

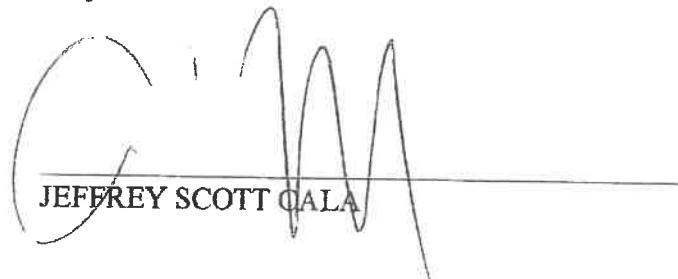
**AFFIDAVIT  
OF  
JEFFREY SCOTT CALA**

BEFORE ME, the undersigned authority, on this day personally appeared JEFFREY SCOTT CALA, who after being by me first duly sworn, upon oath does depose and say the following:

1. In 1992, I was convicted for the sale of a controlled substance in the State of New York.
2. Since that time, I have never been convicted or arrested for any other criminal activity.
3. I have been an active member of Alcoholics Anonymous ("AA") and Narcotics Anonymous ("NA") since December 1999.
4. I have been an active sponsor for the AA and NA programs since December 1999.
5. I obtained from the State of New York a Certificate of Relief from Disabilities, a copy of which is attached hereto as Exhibit A.
6. A Certificate of Relief from Disabilities relieves me from any bars to employment or limits on my civil rights.

[Signature Page to Follow]

I declare under the pains and penalties of perjury that I have reviewed this Affidavit and the statements I have made in it and declare that they are true.

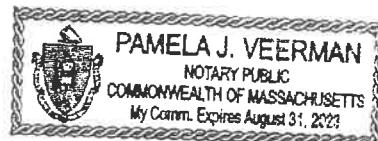


JEFFREY SCOTT CALA

COMMONWEALTH OF MASSACHUSETTS  
Essex, ss

On this 12<sup>th</sup> day of February 2021, before me, the undersigned notary public, personally appeared JEFFREY SCOTT CALA, who proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the foregoing instrument and acknowledged to me that he signed it voluntarily for the purpose stated herein.

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



**SERENITEE MANAGEMENT CORP.**  
**SECRETARY'S CERTIFICATE**

I, Jill Elmstrom Mann, as the duly appointed Secretary of Serenitee Management Corp., a Massachusetts corporation (the "Corporation") hereby certify that:

1. Attached hereto as Exhibit A is a copy of the Articles of Organization of the Corporation.
2. The following are the duly executed officers and directors of the Corporation:  
Mark McDonough Director  
Jeffrey Cala President and Director  
Michael Smith Treasurer and Director  
Jill Elmstrom Mann Secretary and Director  
Jeremiah Quill Director
3. Mark McDonough is the sole shareholder of the Corporation.
4. Set forth below is a true and complete copy of the resolutions duly adopted by the Directors of the Corporation, which resolutions are now in full force and effect and have not been amended or revoked as of the date hereof:

RESOLVED: that the Corporation shall oversee the day to day operations of the full service restaurant known as "Chanco's" (the "Restaurant") that is owned and operated by North Shore Cantina, Inc. (the "Owner") and located at 119 South Main Street, Middleton, Massachusetts (the "Property"). The Corporation's responsibilities shall exclude any and all responsibility for the administration of the liquor license which shall remain under the purview of the approved license manager; and further

RESOLVED: that the Corporation shall enter into and execute a Management Agreement with the Owner; and further

RESOLVED: through either Jeffrey Cala, the President of the Corporation, or Jill Elmstrom Mann, the Secretary of the Corporation, each acting singly, shall submit information to the local licensing board for the Town of Middleton related to the Management Agreement between the Corporation and the Owner and shall also submit the personal information, including a completed CORI Request Form for Mark McDonough, as the sole shareholder of the Corporation.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the date set forth below.

Dated: February 11, 2021

SERENITEE MANAGEMENT CORP.

By:

  
Jill Eimstrom Mann, Secretary

D

# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Organization (General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

FORM MUST BE TYPED

### ARTICLE I

The exact name of the corporation is:  
Serenitee Management Corp.

### ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

### ARTICLE III

State the total number of shares and par value, \* if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	275,000			

*\*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

#### ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

None.

#### ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

None.

#### ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See Continuation Sheet VI attached hereto and incorporated herein by reference.

Continuation Sheet for Article VI of the  
Article of Organization of  
Serenitee Management Corp.

The following additional provisions are hereby established for the management, conduct and regulation of the business and affairs of the Corporation, and for creating, limiting, defining and regulating the powers of the Corporation and its board of directors (the "Board of Directors") and shareholders:

1. Authority of Directors to Create New Classes and Series of Shares. The Board of Directors, acting without the shareholders, may (a) reclassify any unissued shares of any authorized class or series into one or more existing or new classes or series, and (b) create one or more new classes or series of shares, specifying the number of shares to be included therein, the distinguishing designation thereof and the preferences, limitations, and relative rights applicable thereto; provided, however, that the Board of Directors may not approve an aggregate number of authorized shares of all classes and series which exceeds the total number of authorized shares specified in the Articles of Organization approved by the shareholders.
2. Minimum Number of Directors. The Board of Directors may consist of one or more individuals, notwithstanding the number of shareholders.
3. Personal Liability of Directors to the Corporation. No director shall have personal liability to the Corporation for monetary damages for breach of his or her fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that this provision shall not eliminate the liability of a Director for (i) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for improper distributions under Section 6.40 of Chapter 156D of the General Laws of Massachusetts or (iv) for any transaction from which the Director derived an improper personal benefit. This provision shall not eliminate the liability of a Director for any act or omission occurring prior to the date upon which this provision becomes effective. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any Director for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal.
4. Shareholder Action Without a Meeting by Less than Unanimous Consent. Any action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholder's meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.
5. Authorization of Directors to Make, Amend or Repeal the Bylaws. The Board of Directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts or the bylaws requires action by the shareholders.

**ARTICLE VII**

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

**ARTICLE VIII**

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
**3 Duncan Street, Gloucester, MA 01930**
- b. The name of its initial registered agent at its registered office:  
**Mark McDonough**
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: **Mark McDonough, 3 Duncan Street, Gloucester, MA 01930**

Treasurer: **Mark McDonough, 3 Duncan Street, Gloucester, MA 01930**

Secretary: **Mark McDonough, 3 Duncan Street, Gloucester, MA 01930**

Director(s): **Mark McDonough, 3 Duncan Street, Gloucester, MA 01930 and Anthony Porcello, 3 Duncan Street, Gloucester, MA 01930**

- d. The fiscal year end of the corporation:  
**December**
- e. A brief description of the type of business in which the corporation intends to engage:  
**To provide management services to restaurants.**
- f. The street address of the principal office of the corporation:  
**3 Duncan Street, Gloucester, MA 01930**
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

**3 Duncan Street, Gloucester, MA 01930**, which is  
(number, street, city or town, state, zip code)

its principal office;  
 an office of its transfer agent;  
 an office of its secretary/assistant secretary;  
 its registered office.

Signed this 2nd day of January, 2008 by the incorporator(s):

Signature: Stefan Vounessa

Name: Stefan Vounessa, Esq.

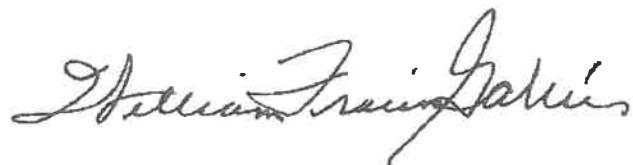
Address: Three Essex Green Drive, Peabody, MA 01960

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

January 02, 2008 10:52 AM

A handwritten signature in black ink, appearing to read "William Francis Galvin".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

For Reconsideration

**LOCAL LICENSING AUTHORITY REVIEW RECORD**

ABCC License Number

City/Town

Date Filed with LLA

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

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

**APPLICANT INFORMATION**

Name of Licensee	North Shore Cantina, Inc.	D/B/A	Chancho's				
ADDRESS:	119 South Main Street	CITY/TOWN:	Middleton	STATE	MA	ZIP CODE	01949
Manager	Max Henry Arvidson	Granted under Special Legislation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
S12 Restaurant	Annual	If Yes, Chapter of the Acts of (year)					
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)					

**LOCAL LICENSING AUTHORITY DECISION**

Please indicate the decision of the  
Local Licensing Authority:

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

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

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

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

Changes to the Premises Description

Indoor Area

Total Square Footage

Floor Number	Square Footage	Number of Rooms

Patio/Deck/Outdoor Area

Total Square Footage

Number of Entrances

Seating Capacity

Number of Exits

Abutters Notified: Yes  No

Date of Abutter  
Notification

Date of  
Advertisement

Please add any  
additional remarks or  
conditions here:

Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Date APPROVED by LLA

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

## ANNUAL TOWN MEETING MAY 11, 2021 TABLE OF CONTENTS

### SPECIAL TOWN MEETING\*

1. Citizen Petition: Police Chief
2. Citizen Petition: Appraisal of Land

### ANNUAL TOWN MEETING

#### **Current & Prior Year Financial Articles**

1. Hear Reports
2. FY21 Snow & Ice Deficit
3. FY21 Supplemental Appropriations
4. Fund collective bargaining agreements
5. Amend Article 6 of the May 13, 2014 Annual Town Meeting (CPA Funds for Rail Trail, Phase 1)
6. ~~Reallocate or Repurpose Funds from Prior Fiscal Year Capital Appropriations~~
7. Pay Bills of Prior Fiscal Years
8. Amend Article 10 of the June 24, 2020 Annual Town Meeting (FY21 Capital Budget) and return funds to the Ambulance Fund
9. Amend Article 10 of the June 24, 2020 Annual Town Meeting (FY21 Capital Budget) reduce Free Cash appropriation

#### **FY2022 Financial Articles**

10. Approve Compensation for Elected Officials
11. FY2022 Omnibus Budget
12. Community Preservation Budget - Debt Service, CPA Projects, Expenses
13. Community Preservation Budget - New Projects
14. Authorize FY2022 Revolving Fund Spending Limits
15. FY2022 South Essex Sewer District Enterprise Budget
16. FY2022 Water Enterprise Budget
17. Application of Bond Premium to Reduce Amount of Borrowing
18. Accept Sum from Middleton Electric Light Department (MELD)
19. FY2022 Chapter 90 Authorization
20. FY2022 Capital Budget
21. Transfers to Reserve Accounts
22. Appropriate \$20,000 to Acquire Land off Maple Street and King Street
23. Appropriate \$61,700,000 and Authorize Borrowing for Public Facilities Project at 105 South Main Street

#### **Citizen Petitions, Bylaw Adoptions, & Real Property**

24. Amend Chapter 68, Personnel Bylaw
25. Authorize Petition to General Court to Amend the Charter with Respect to Personnel Matters
26. Masconomet Regional Agreement – Amendments 9 & 10
27. Masconomet Regional Agreement – Amendment 11

7.

28. Masconomet Regional Agreement – Amendment 12
29. Apply Gender Neutral language to bylaws
30. Adopt Groundwater Protection Overlay District in Zoning Bylaw
31. Amend Chapter 230, Water, Article I Irrigation/Outside Watering (Citizen Petition)
32. Amend Revolving Fund Bylaw Adding Sidewalk & Pedestrian Improvements, \$50,000
33. Transfer Funds From Free Cash to Sidewalks & Pedestrian Revolving Fund
34. Authorize Five Year Contracts for Elementary School Transportation and Food Service Management
35. Adoption of General Law chapter 41, section 100B (Citizen Petition)
36. Adoption of General Law chapter 59, section 5, Clause 17F; annually increase exemption by CPI

\* If Special Town Meeting originally scheduled for January 28, 2021 is held on same day as Annual Town Meeting

**TOWN OF MIDDLETON  
ANNUAL & SPECIAL TOWN MEETING  
THE COMMONWEALTH OF MASSACHUSETTS  
MAY 11, 2021**

ESSEX s.s.

To the Constable of the Town of Middleton in the County of Essex:

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in Elections and Town Affairs, to meet at the Howe Manning School Gymnasium, 26 Central Street in said Middleton on Tuesday, May 11<sup>th</sup>, 2021 next, at 7:00 p.m., then and there to act on the following articles:

To transact any other business that may lawfully come before this meeting.

**SPECIAL TOWN MEETING  
(IF DONE ON SAME DAY AS ANNUAL TOWN MEETING)  
7:00PM**

**ARTICLE 1.** On petition of Robert T. Peachey, Sr. and 200 or more registered voters, for the following:

“Following the retirement of the current Chief of Police, the Board of Selectmen shall appoint to the position of Chief of Police, under Chapter 97A of the Massachusetts General Laws, one of the three internal candidates: Police Sergeant Ron Carpenter, Police Sergeant Matt Armitage, or Police Officer Robert Marino.”

**ARTICLE 2.** On petition of Eric R. Cudmore and 10 or more registered voters, to see if the Town will vote to raise and appropriate, borrow or transfer from available funds \$20,000 to pay for the costs associated with the acquisition or disposal of real property.

**Purpose:** The Town has acquired land for public facilities and to sell Town-owned land on Locust Street. The town needs to engage professionals to conduct assessments such as appraisals, environmental assessments, and surveys. Funds appropriated under this article would not be used for the acquisition of any real property.

**Master Plan Committee Recommendation:** The Master Plan Committee voted 5-1 to recommend against the article.

**<<<End of Annual Town Meeting Warrant>>>**

## ANNUAL TOWN MEETING

### CURRENT AND PRIOR YEAR FINANCIAL ARTICLES

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

**ARTICLE 2.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a certain sum to be used to fund the deficit incurred in the Department of Public Works (snow removal and winter road maintenance) budget; or take any other action relative thereto.

**Purpose:** This article will transfer funds to close the deficit for snow and ice removal. At the time of printing the snow and ice deficit was \$ \_\_\_\_\_. The snow and ice deficit is typically funded through a transfer from Free Cash.

**ARTICLE 3.** On petition of the Board of Selectmen, to see if the Town will vote to raise and appropriate, transfer between and among various accounts; or transfer from available funds to supplement the Fiscal Year 2021 operating budget; or take any other action relative thereto.

**Purpose:** This article is to transfer funds and supplement monies, if necessary, to meet departmental expenses in the current fiscal year ending on June 30, 2021. At time of printing the following adjustments were identified:

**ARTICLE 4.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to fund collective bargaining agreements; or take any other action relative thereto.

**Purpose:** This article will fund costs associated with contracts negotiated with collective bargaining groups. At the time of printing, tentative agreements were reached with the Middleton (Full Time) Firefighters IAFF 3097 and the Middleton Public Works Employees Association.

**ARTICLE 5.** On petition of the Board of Selectmen and Community Preservation Committee, to see if the Town will vote to amend Article 6 of the Annual Town Meeting held on May 13, 2014 with respect to the use of Community Preservation Funds for the rails to trails pedestrian and bike paved trail by deleting the reference to phase 1 of said trail; or take any other action relative thereto.

**Purpose:** This article amends a prior appropriation that directed the funds be used for phase 1 of the rail trail project. The first portion of phase 1 was built in 2020 with grant funds. This article would allow the previously appropriated funds to be used for subsequent phases of the project. No additional funding is sought.

**ARTICLE 6.** ~~On petition of the Board of Selectmen and Finance Committee, to see if the Town will vote to reallocate/repurpose unspent funds from prior year capital appropriations; or take any other action relative thereto.~~

**Purpose:** ~~This article rescinds unspent funds from prior year capital budget appropriations.~~

**ARTICLE 7.** ~~On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to pay prior fiscal year bills; or take any other action relative thereto.~~

**Purpose:** ~~This article authorizes payment of bills from prior fiscal years. Under General Law c. 44, s. 64, bills from prior fiscal years can only be paid if approved by Town Meeting unless funds were encumbered.~~

- Hilltop borrowing fees: 4,497.50
- Jeff Barber funeral expenses c. 41, 100 G1/4: \$2,320.00
- LHS Associates, Inc. Election expenses: \$1,283.00

**ARTICLE 8.** ~~On petition of the Board of Selectmen and Finance Committee, to see if the Town will vote to amend the amount appropriated under Article 10 of the June 24, 2020 Annual Town Meeting by returning the sum of \$121,821 from the General Fund to the Ambulance Fund; or take any other action relative thereto.~~

**ARTICLE 9.** ~~On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to amend Article 10 of the Annual Town Meeting held on June 24, 2020 with respect to the Capital Budget for Fiscal Year 2021, by reducing the Free Cash appropriation by \$75,000; or take any other action relative thereto.~~

**Purpose:** ~~This article corrects scrivener's errors that misstated the amounts approved under Article 10. The Free Cash amount and the total appropriation amount were higher than they should have been.~~

## **FY2022 FINANCIAL ARTICLES**

**ARTICLE 10.** ~~On petition of the Board of Selectmen acting in the capacity of the Personnel Board, to see if the Town will vote to set the salaries of elected officials pursuant to Massachusetts General Law Chapter 41, Section 108 and the Town Consolidated Personnel Plan, Section 9-5 as follows; or take any other action relative thereto.~~

**Purpose:** ~~This article establishes the compensation of elected officials. The Personnel Plan which shows the compensation of all employees is located in the back of the warrant book.~~

**ARTICLE 11.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a certain sum to fund the Omnibus Budget for Fiscal Year 2022; or take any other action relative thereto.

**Purpose:** This article requests approval of the Town operating budget for the coming fiscal year beginning on July 1, 2021 and running through June 30, 2022.

**ARTICLE 12.** On petition of the Board of Selectmen and Community Preservation Committee, to see if the Town will vote to appropriate or reserve from the Community Preservation Fund annual revenues or available funds the amounts recommended by the Community Preservation Committee for debt service, and community preservation projects and other expenses in Fiscal Year 2022 with each item to be considered a separate appropriation; or take any other action relative thereto.

### Proposed Fiscal Year 2022 Community Preservation Budget

The Community Preservation Committee recommends that the following amounts be appropriated or reserved from Fiscal Year 2022 Community Preservation Fund Revenues, unless otherwise specified for Fiscal Year 2022 Community Preservation Purposes with each item considered to be a separate appropriation:

<u>Purpose</u>	<u>Recommended</u>	<u>Funding Source</u>
	<u>Amount</u>	
A) Reserves: Open Space	\$35,596.50	FY 2021 Estimated CPA Receipts
Reserves: Historic Resources	\$35,596.50	FY 2021 Estimated CPA Receipts
Reserves: Community Housing	\$35,596.50	FY 2021 Estimated CPA Receipts
B) Flint Library Debt Service	\$80,000	\$36,334.42 from Historic Resources Reserve and \$43,665.58 from Fund Balance
C) 11 South Main St. Debt Service	\$42,400	\$36,334.41 from Open Space Reserve And \$6,065.59 from Fund Balance
D) CPA Committee Admin. Expenses	\$1,200	From Fund Balance
<b>Community Preservation Total</b>	<b>\$230,389.50</b>	

**Purpose:** Each year the Town Meeting must appropriate or reserve for future appropriation at least 10% of the estimated annual fund revenues for acquisitions and initiatives in each of the following three categories of allowable community preservation purposes:

Open space (excluding recreational uses)  
 Historic resources  
 Community housing

The term “annual fund revenues” in Fiscal Year 2022 are estimated at \$320,000 and is composed of the estimated receipts from the local surcharge of \$260,000 and monies from the State Trust Fund, which will make its fifteenth payment in October of 2021 providing an additional estimated \$60,000 in matching funds based upon the local share raised in FY 2022

**ARTICLE 13.** On petition of the Board of Selectmen and Community Preservation Committee, to see if the Town will vote to appropriate from the Community Preservation Fund annual revenues the following amounts recommended by the Community Preservation Committee for new community preservation projects in Fiscal Year 2022 with each item to be considered a separate appropriation; or take any other action relative thereto.

<u>Purpose</u>	<u>Recommended Amount</u>	<u>Funding Source</u>
----------------	---------------------------	-----------------------

**Community Preservation Total**

**ARTICLE 14.** On petition of the Board of Selectmen to see if the Town will vote to authorize the spending limits of the following revolving funds established under the Town Bylaw and General Laws Chapter 44, Section 53E ½:

<b>Revolving Fund</b>	<b>Spending Limit</b>
Firearms License and Permits	\$10,000
Council on Aging	\$35,000
Recreation	\$15,000
Recreation Field Use	\$15,000
Stormwater Management	\$5,000

Or take any other action relative thereto.

**ARTICLE 15.** On petition of the Town Accountant, Board of Selectmen, and Finance Committee, to see if the Town will vote to appropriate a certain sum from the Sewer Enterprise receipts to pay expenses and contractual services required to operate the Sewer Enterprise Fund for Fiscal Year 2022; or take any other action relative thereto.

<b>Direct Costs</b>	
SESD Assessment	\$105,000
Expenses	\$100
Extra/Unforeseen	\$1,000
Total Direct Costs:	\$106,100

**Indirect Costs \***

Salaries and Wages	\$4,338
Insurance & Benefits	\$370
Total Indirect Costs:	\$4,808

**Total FY2022 Budget      \$110,908**

*\*(to be raised and appropriated in the General Fund Operating Budget)*

Town shall raise the sum of \$106,100 or any other sum from the Sewer Enterprise Revenues and to approve the sum of \$4,808 of indirect costs appropriated in the general fund under article 11 to be funded from Sewer Enterprise Revenues.

**ARTICLE 16.**

On petition of the Town Accountant, Public Works Superintendent, Board of Selectmen, and Finance Committee, to see if the Town will vote to appropriate a certain sum from the Water Enterprise receipts to pay expenses and contractual services required to operate the Water Enterprise Fund for Fiscal Year 2022; or take any other action relative thereto.

**Direct Costs**

Salaries and Wages	\$117,983
Capital Outlay	\$50,000
Debt Service	\$10,305
Expenses	\$63,600
Extra/Unforeseen	\$50,000
Total Direct Costs:	\$291,888

**Indirect Costs \***

Salaries and Wages	\$14,446
Insurance & Benefits	\$35,658
Total Indirect Costs:	\$50,104

**Total FY2022 Budget      \$341,992**

*\*(to be raised and appropriated in the General Fund Operating Budget)*

Town shall raise the sum of \$241,888 or any other sum from the Water Enterprise Revenues \$50,000 from retained earnings and to approve the sum of \$50,104 of indirect costs appropriated in the general fund under article 11 to be funded from Water Enterprise Revenues.

**ARTICLE 17.**

On petition of the Board of Selectmen and Finance Committee, To see if the Town will vote to supplement each prior vote of the Town that authorizes the borrowing of

money to pay costs of capital projects to provide that, in accordance with Chapter 44, Section 20 of the General Laws, the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bond or notes, may be applied to pay project costs and the amount authorized to be borrowed for each such project shall be reduced by the amount of any such premium so applied; or take any other action relative thereto.

**Purpose:** This article would allow the Town to apply bond premiums to reduce the borrowing for which the premium was offered. This applies to borrowings that have been previously authorized but not yet permanently financed.

**ARTICLE 18.** On petition of the Electric Light Commissioners, to see if the Town will vote to accept a sum of money from the earnings of the Electric Light Department, said sum to be used for the reduction of taxes; or take any other action relative thereto.

**ARTICLE 19.** On petition of the Superintendent of Public Works, to see if the Town will vote to raise and appropriate such sums of monies as may be received from the Commonwealth of Massachusetts for the fiscal year commencing July 1, 2021 to install drainage, widen, pave, and otherwise improve any public way in accordance with the provisions of Chapter 90 of the Massachusetts General Laws; or take any other action relative thereto.

**ARTICLE 20.** On petition of the Finance Committee and Board of Selectmen, to see if the Town will vote to raise and appropriate, borrow, or transfer from available funds a certain sum to fund the Capital expenditures for Fiscal Year 2022; and to authorize the Town Administrator to sell or trade items rendered surplus by such purchases; or take any other action relative thereto.

#### INSERT CAPITAL BUDGET SUMMARY

**Purpose:** This article requests approval of the capital budget for the coming fiscal year. Capital items are assets that have a useful life of five (5) or more years and a cost of more than \$5,000. Regular capital investment is critical to maintaining the Town's infrastructure, including the vehicle fleet, buildings, equipment, and acquisition of land. Annually, a capital improvement plan (CIP) is developed looking ahead for the next five years. Year one of the CIP is the ensuing year's capital budget.

**ARTICLE 21.** On petition of the Board of Selectmen and Finance Committee, to see if the Town will vote to raise and appropriate, borrow or transfer from available funds to various reserve and trust funds; or take any other action relative thereto.

**Purpose:** This article transfers funds from Free Cash to various reserve funds, including stabilization funds and the other post-employment benefits (OPEB) trust fund.

**ARTICLE 22.** On petition of the Board of Selectmen and Finance Committee, to see if the Town will vote to raise and appropriate, borrow or transfer from available funds the sum of twenty thousand dollars (\$20,000) to fund the acquisition, by purchase, gift, or eminent domain, of two certain parcels of land: Lot 97 on Middleton Assessors Map 25 consisting of 22,709 square feet more or less located off King Street and Lot 119 on Middleton Assessors Map 25 consisting of 30,056 square feet more or less; and to authorize the Board of Selectmen to convey and accept easements related thereto; or take any other action relative thereto.

**Purpose:** This article will authorize the acquisition of two parcels of unbuildable land that abuts Town land.

**Planning Board Recommendation:**

**Master Plan Recommendation:**

**ARTICLE 23.** On petition of the Board of Selectmen and Master Development Planning Committee, to see if the Town will vote to raise and appropriate, transfer from available funds or borrow the sum of \$61,700,000, for the design, permitting, construction, and furnishing of a combined Fire and Police Public Safety Building and a combined Community Center and Town Hall on the Town-owned land located at 105 South Main Street, including all costs incidental and related thereto; to determine whether the approval of borrowing for this purpose shall be contingent upon passage of a Proposition 2 ½ Debt Exclusion referendum under Massachusetts General Laws c. 59, s. 21C(k); to determine whether any premium received by the Town upon the sale of any bonds or notes approved, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Massachusetts General Laws c. 44, s. 20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; and to authorize the Board of Selectmen and Town Administrator to execute such other documents and contracts as are needed to effectuate the vote taken hereunder; or take any other action relative thereto.

**Planning Board Recommendation:**

**Master Plan Recommendation:**

**Purpose:** This article will authorize the design, permitting, construction, and furnishing of a new public facilities complex. The project consists of a Public Safety Building comprising a Fire Station and Police Station and a combined Community Center and Town Hall. Planning for this project began in 2019 and continued through the end of 2020.

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

**ARTICLE 24.** On petition of the Board of Selectmen, To see if the Town will vote to amend Chapter 68 Personnel, of the By-Laws of the Town by deleting the entire chapter and substituting in its place:

## Chapter 68 Personnel

### **§ 68-1 Purpose and Intent.**

The purpose of the Personnel Bylaw is to establish fair and equitable personnel policies and to establish a system of personnel administration based on merit principles that ensure a uniform fair and efficient application of personnel policies. The intent of this bylaw is to provide a method of recruitment, selection, development, and retention of a work force that is skilled and effective in accomplishing the service delivery mission of the Town. Personnel actions are to be made without regard to any criteria established and proscribed by any state or federal law or regulations promulgated pursuant thereto, or political affiliation or other non-job related factors, and shall be based on merit and fitness.

### **§ 68-2 Applicability**

All Town departments and positions shall be subject to the provisions of this bylaw, except elected officers, members of boards and commissions, and employees of the School Department. To the extent that the provisions of any collective bargaining agreement conflicts with any provisions of this bylaw or personnel policies adopted pursuant to § 68-5, the provisions of the collective bargaining agreement shall prevail. This bylaw is adopted pursuant to the authority granted by Article LXXXIX of the Constitution of the Commonwealth and General Law.

### **§ 68-3 Responsibility of the Town Administrator.**

The Town Administrator shall be responsible for the establishment and maintenance of a personnel system based on merit principles. The Town Administrator shall have all the personnel management powers and duties as provided by the Middleton Town Charter and shall formulate personnel policies pursuant to § 68-5 of this bylaw, subject to the approval of the Board of Selectmen.

### **§ 68-4 Contents of Personnel Policies.**

The personnel policies shall establish a personnel system which shall include, but need not be limited to, the following elements:

- A. A method of administration. A system of administration which assigns specific responsibility for all elements of the personnel system, including: maintaining personnel records; implementing effective recruitment and selection processes; maintaining the classification and compensation plans; monitoring the application of policies and periodic reviews and evaluation of the personnel system.
- B. A classification and compensation plan.

- C. A recruitment and selection policy.
- D. A centralized personnel record keeping system, and
- E. Other elements of a personnel system as deemed appropriate or necessary.

#### **§ 68-5 Adoption of Policies.**

The Town Administrator is empowered and authorized by this bylaw to prepare personnel policies for adoption by the Board of Selectmen defining the rights, benefits, and obligations of employees subject to this bylaw, provided however. The Town Administrator shall be responsible for the development of personnel policies. Any Board or Committee, department head, or any single employee or group of employees may recommend personnel policies to the Town Administrator for consideration. Such policies shall become effective in accordance with the following procedure:

- A. The Town Administrator shall prepare proposed personnel policies.
- B. The Town Administrator shall consult with employees that may be affected by proposed changes in personnel policies.
- C. The Town Administrator shall finalize personnel policies and transmit in writing any proposed policies to the Board of Selectmen.
- D. The Board of Selectmen shall review said policies and vote to approve, disapprove, or approve with modifications.
- E. Copies of new or amended policies shall be posted and distributed to department heads and employees.

#### **§ 68-6 Severability.**

The provisions of this bylaw and any policies adopted pursuant to this bylaw are severable. If any bylaw provision or policy is held invalid, the remaining provisions of the bylaw or policy shall not be affected thereby.

#### **§ 68-7 Effective Date.**

This bylaw shall take effect upon passage.

**Purpose:** This article proposes changes to the personnel bylaw to make the personnel bylaw consistent with the current and historic practice of personnel management.

**ARTICLE 25.** On petition of the Board of Selectmen, to see if the Town will vote to authorize the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts for legislation in the form set forth below adopting with respect to personnel matters, or take any action relative thereto.

Amending Chapter 6, Section 1, Subsection 6-1-1(b) by inserting “and” before “a Treasurer-Collector” and deleting “, all division and/or department heads”;

Amending Chapter 6, Section 3, Subsection 6-3-1(d) by deleting “Personnel Board, a”;

Amending Chapter 6, Section 4, Subsection 6-4-1 by deleting “such individual Town officers and”;

Amending Chapter 6, Section 7, Subsection 6-7-10 by renumbering existing subsection 6-7-10 to “6-7-11” adding the following new subsection as 6-7-10 “He shall appoint, subject to the provisions of any collective bargaining agreements as may be applicable, all other department heads, officers, and employees for whom no other method of selection is provided by this Charter. Such appointments shall become effective on the fifteenth (15<sup>th</sup>) day following the day on which such notice of appointment is filed with the Board of Selectmen, unless the Board of Selectmen shall, within that period by a majority of all of its members, vote to reject such appointment, or has sooner voted to affirm it.”

Amending Chapter 9, Section 5, Subsection 9-5-2 by replacing “Personnel Board” with “Town Administrator”, and further by replacing “Town Meeting” with “Board of Selectmen” and further by replacing “except those provided for by General Law” with “except as otherwise provided by law or as may be superseded by collective bargaining agreement(s)”

Provided however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approves amendments to the bill before enactment by the General Court, and that the Board of Selectmen is authorized to approve amendments which shall be within the scope of the general public objectives of the petition; or take any action relative thereto.

**Purpose:** This article would amend the Charter with respect to personnel matters. The changes would make the Charter consistent with the current and historic practice of personnel management and with the changes proposed under Article 18, above. Charter changes require the affirmative vote of Town Meeting followed by approval of the Massachusetts legislature and the Governor.

**ARTICLE 26.** To see if the Town will vote to amend the Masconomet Regional School District Agreement by adopting Amendments 9 and 10 with respect to housekeeping items:

1. Strike “B” of SECTION I, which currently reads:

**B. Interim Committee**

Within 30 days after the passage of this Amendment (*refers to 8th Amendment*) to the Masconomet Regional School District Agreement by the member towns, an interim Committee will be established which will consist of the four elected members from the Town of Topsfield, the four elected members from the Town of Boxford plus one member

~~from the Town of Boxford appointed by the selectmen of the Town of Boxford and the remaining interim Committee members from Boxford, said appointed member to serve until the next annual election; the three elected members from the Town of Middleton plus one member from the Town of Middleton appointed by the Selectmen of the Town of Middleton and the remaining interim Committee members from Middleton, said appointed member to serve until the next annual election.~~

This paragraph refers to actions that took place 30 days after the passage of the 8<sup>th</sup> Amendment in May of 2011 and is no longer relevant. The Remaining sub-sections in SECTION I will be renumbered to reflect the elimination of “B.”

2. In Section IV, D. “Apportionment of Capital Costs” replace “Essex County Agricultural School” with “Essex Northshore Agricultural and Technical School.” Strike the sentence: “This amendment shall first take effect with the apportionment for the year 1962.”
3. In Section IV, F “Fiscal Year and Times of Payments of Apportioned Costs” strike the following:

~~“Provided, however, that for the fiscal period beginning January 1, 1973, and ending June 30, 1974, the dates on or before which the respective percentages of the costs of the District for said period apportioned to each member town shall be paid shall be as follows:~~

<del>April 1, 1973</del>	<del>17%</del>
<del>June 1, 1973</del>	<del>16%</del>
<del>September 1, 1973</del>	<del>17%</del>
<del>December 1, 1973</del>	<del>16%</del>
<del>March 1, 1974</del>	<del>17%</del>
<del>June 1, 1974</del>	<del>17%</del>

~~This section shall be effective only to the extent that Chapter 849 of the Acts of 1969 as amended shall be in effect.”~~

4. Delete Section V, A “Initial Budget.” This section is no longer necessary as it refers to the Regional District’s first budget.
5. Replace the Current Section I “C” Elected Members with the following:

B. Election of Committee Members

“Members of the Committee from each member town shall be elected by voters in such member town at such member town’s annual town election to serve three-year terms on a staggered basis. Thus every third year, two persons shall be elected by the voters in Middleton and two persons shall be elected by the voters in Boxford

to serve on the Committee, and otherwise one person shall be elected from each member town every year.

It is the intent of this agreement, pursuant to G.L. c. 71, § 14E, that Committee members be elected by voters in member towns with each member town's representation apportioned according to population. Accordingly, the Committee will review its apportionment as soon as practicable after each federal census and will recommend such amendments to this agreement as may be necessary to ensure that such apportionment continues to reflect the relative population of the member towns as accurately as possible.”

Or take any action relative thereto.

**Purpose:** This article would amend the Masconomet Regional Agreement by making housekeeping changes and deleting obsolete provisions.

**ARTICLE 27.** To see if the Town will vote to amend the Masconomet Regional School District Agreement by adopting Amendment 11 related to apportionment of operating costs:

1. Strike Section IV E “Apportionment of Operating Costs,”

E. Apportionment of Operating Costs

~~Operating costs for the first calendar year next following the establishment of the regional school district and for every calendar year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional school. Each member town's share for each calendar year shall be determined by computing the ratio which that town's pupil enrollment in the regional district school on October 1 of the year in which apportionment is determined bears to the total pupil enrollment from all the member towns in the regional district school on the same date. In the event that enrollment in the regional district school has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in grades 7 through 12 of pupils residing in each member town and receiving education at such town's expense on October 1 of that year.~~

2. Replace Section IV E “Apportionment of Operating Costs” with the following:

E. Apportionment of Operating Costs

1. Operating costs for fiscal years 2021 through 2022 will be apportioned to member towns using the method outlined in G.L. c. 70 § 6. Operating assessments for each member town shall equal the sum of (i) such member town's required local contribution to the regional school district as determined by the Commissioner of Elementary and

Secondary Education, and (ii) the product of (a) that portion of the regional school district's net school spending, as defined by G.L. c. 70, § 2, which exceeds the total required local contribution for all member towns, multiplied by (b) the ratio which such member town's pupil enrollment in the regional school district on October 1 of the year in which apportionment is determined bears to the total pupil enrollment from all member towns on the same date.

2. For Fiscal Year 2023, operating costs will be apportioned to member towns using the method outlined in G.L. c. 70, § 6. Operating assessments for each member town shall equal the sum of (i) such member town's required local contribution to the regional school district as determined by the Commissioner of Elementary and Secondary Education, and (ii) the product of (a) that portion of the regional school district's net school spending, as defined by G.L. c. 70, § 2, which exceeds the total required local contribution for all member towns, multiplied by (b) the ratio which such member town's October 1 pupil enrollment in the regional school district for the two (2) preceding fiscal years bears to the total pupil enrollment from all member towns during the same period.

3. For Fiscal Year 2024, operating costs will be apportioned to member towns using the method outlined in G.L. c. 70, § 6. Operating assessments for each member town shall equal the sum of (i) such member town's required local contribution to the regional school district as determined by the Commissioner of Elementary and Secondary Education, and (ii) the product of (a) that portion of the regional school district's net school spending, as defined by G.L. c. 70, § 2, which exceeds the three (3) preceding fiscal years bears to the total pupil enrollment from all member towns during the same period.

4. For Fiscal Year 2025, operating costs will be apportioned to member towns using the method outlined in G.L. c. 70, § 6. Operating assessments for each member town shall equal the sum of (i) such member town's required local contribution to the regional school district as determined by the Commissioner of Elementary and Secondary Education, and (ii) the product of (a) that portion of the regional school district's net school spending, as defined by G.L. c. 70, § 2, which exceeds the total required local contribution for all member towns, multiplied by (b) the ratio which such member town's October 1 pupil enrollment in the regional school district for the four (4) preceding fiscal years bears to the total pupil enrollment from all member towns during the same period.

5. Beginning in Fiscal Year 2026, operating costs will be apportioned to member towns using the method outlined in G.L. c. 70, § 6. Operating assessments for each member town shall equal the sum of (i) such member town's required local contribution to the regional school district as determined by the Commissioner of Elementary and Secondary Education, and (ii) the product of (a) that portion of the regional school district's net school spending, as defined by G.L. c. 70, § 2, which exceeds the total required local contribution for all member towns, multiplied by (b) the ratio which such member town's October 1 pupil enrollment in the regional school district for the five (5)

preceding fiscal years bears to the total pupil enrollment from all member towns during the same period.

Or take any action relative thereto.

**Purpose:** This article would amend the Masconomet Regional Agreement by making changes to provisions governing apportionment of operating costs.

**ARTICLE 28.** To see if the Town will vote to amend the Masconomet Regional School District Agreement by adopting Amendment 12 related to payment of operating costs:

Amend the second sentence of the second paragraph of Section IV, F "Fiscal Year and Times of Payments of Apportioned Costs" to read "Except as otherwise provided in subsection V (A), the annual share of each member town shall be paid in four (4) equal installments quarterly due on or before the following dates each year:

August 15  
November 15  
February 15  
May 15

Or take any action relative thereto.

**ARTICLE 29.** To see if the Town will vote to amend the Town's General Bylaws to change all gender specific pronouns to gender neutral pronouns in a manner consistent with the examples below:

"Board of Selectmen" changes to "the Select Board"  
"Selectmen" changes to "Select Board member" or "member of the Select Board"  
"Chairman" changes to "the Chair" or "the Chairperson"  
"Vice-Chairman" changes to "Vice-Chair" or "Vice-Chairperson"  
"He/She" changes to "they"  
"His/Hers" changes to "their"  
"Him/Her" changes to "them"

Or take any action relative thereto.

**ARTICLE 30.** On petition of the Planning Board to see if the Town will vote to amend the Middleton Zoning Bylaw and Map by amending Section 2.2 "Overlay Districts" by adding the following new Section 8.7 "Groundwater Protection Overlay District" and that non-substantive

changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of Middleton:

- 1) Add the following to Section 2.2 “Overlay Districts”:

Groundwater Protection Overlay District (GPOD)

- 2) Add the following Section 8.7 “Groundwater Protection Overlay District”:

## 8.7. Groundwater Protection Overlay District

8.7.1. Purpose of District. The purpose of this Groundwater Protection District is to:

1. promote the health, safety, and general welfare of the community by ensuring an adequate quality and quantity of drinking water for the residents, institutions, and business of the Town of Middleton and adjacent towns;
2. preserve and protect existing and potential sources of drinking water;
3. conserve natural resources in the Town of Middleton; and
4. prevent temporary and permanent contamination of the environment.

8.7.2. Scope of authority. The Groundwater Protection District is an overlay district superimposed on the other zoning districts. This overlay district shall apply to all new construction, reconstruction, or expansion of existing buildings and new or expanded uses. Applicable activities and uses in a portion of one of the underlying zoning districts that fall within the Groundwater Protection District must additionally comply with the requirements of this bylaw. Uses prohibited in the underlying zoning districts shall not be permitted in the Groundwater Protection District.

### 8.7.3. Definitions.

**AQUIFER:** A geologic formation composed of rock, sand or gravel that contains significant amounts of potentially recoverable water.

**CMR:** Code of Massachusetts Regulations.

**COMMERCIAL FERTILIZER:** Any substance containing one or more recognized plant nutrients which is used for its plant nutrient content and which is designed for use, or claimed to have value in promoting plant growth, except un-manipulated animal and vegetable manures, marl, lime, limestone, wood ashes, and gypsum, and other products exempted by state regulations.

**DISCHARGE:** The accidental or intentional disposal, deposit, injection, dumping, spilling, leaking, pouring, or placing of toxic or hazardous material or hazardous waste upon or into any land or water such that it may enter the surface or ground waters.

**DRY WELL:** A subsurface pit with open-jointed lining or holes through which storm-water drainage from roofs, basement floors, foundations or other areas seep into the surrounding soil.

**GROUNDWATER PROTECTION DISTRICT:** The land area consisting of aquifers and Zone II recharge areas as identified on a map and adopted pursuant to this bylaw.

**HAZARDOUS MATERIAL:** Any substance in any form which because of its quantity, concentration, or its chemical, corrosive, flammable, reactive, toxic, infectious or radioactive characteristics, either separately or in combination with one or more substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment, when improperly stored, treated, transported, disposed of, used, or otherwise managed. Hazardous material includes, without limitation, synthetic organic chemicals, petroleum products, heavy metals, radioactive or infectious materials, and all substances defined as toxic or hazardous under MGL c. 21E. This term shall not include hazardous waste or oil.

**HISTORICAL HIGH GROUNDWATER TABLE ELEVATION:** A groundwater elevation determined from monitoring wells and historical water table fluctuation data compiled by the United States Geological Survey.

**HAZARDOUS WASTE:** A substance or combination of substances, which because of quantity, concentration, or physical, chemical or infectious characteristics may cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness or pose a substantial present or potential hazard to human health, safety, or welfare or to the environment when improperly treated, stored, transported, used or disposed of, or otherwise managed. This term shall include all substances identified as hazardous pursuant to the Hazardous Waste Regulations, 310 CMR 30.000.

**IMPERVIOUS SURFACE:** Material or structure on, above, or below the ground that does not allow precipitation or surface water runoff to penetrate into the soil.

**LANDFILL:** A facility established in accordance with a valid site assignment for the purposes of disposing solid waste into or on the land, pursuant to the Solid Waste Regulations, 310 CMR 19.006.

**MassDEP:** Massachusetts Department of Environmental Protection.

**MGL:** Massachusetts General Law.

**PETROLEUM PRODUCT:** Includes, but not limited to, fuel oil; gasoline; diesel; kerosene; aviation jet fuel; aviation gasoline; lubricating oils; oily sludge; oil refuse; oil mixed with other wastes; crude oils; or other liquid hydrocarbons regardless of specific gravity. Petroleum product shall not include liquefied petroleum gas including, but not limited to, liquefied natural gas, propane or butane.

**NON-SANITARY WASTEWATER:** Wastewater discharges from industrial and commercial facilities containing wastes from any activity other than collection of sanitary sewage including, but not limited to, activities specified in 310 CMR 15.004(6).

**OPEN DUMP:** A facility operated or maintained in violation of the Resource Conservation and Recovery Act 42 U.S.C. 4004(a)(b), or state regulations and criteria for solid waste disposal.

**RECHARGE AREAS:** Land areas, such as a Zone II, where precipitation and surface water infiltrates into the ground to replenish groundwater and aquifers used for public drinking water supplies.

**SEPTAGE:** The liquid, solid, and semi-solid contents of privies, chemical toilets, cesspools, holding tanks, or other sewage waste receptacles. This term shall not include any material that is a hazardous waste, as defined by 310 CMR 30.000.

**SLUDGE:** The solid, semi-solid, and liquid residue that results from a process of wastewater treatment or drinking water treatment including wastewater residuals. This term shall not include grit, screening, or grease and oil which are removed at the head-works of a facility

**TREATMENT WORKS:** Any and all devices, processes and properties, real or personal, used in the collection, pumping, transmission, storage, treatment, disposal, recycling, reclamation, or reuse of waterborne pollutants, but not including any works receiving a hazardous waste from off the site of the works for the purpose of treatment, storage, or disposal.

**UTILITY WORKS:** Regulated activities providing for public services, including roads, water, sewer, electricity, gas, telephone, transportation and their associated maintenance activities. This term shall include the installation of detention and retention basins for the purpose of controlling storm water.

**VERY SMALL QUANTITY GENERATOR:** Any public or private entity, other than residential, which produces less than 27 gallons (100 kilograms) a month of hazardous waste or waste oil, but not including any acutely hazardous waste as defined in 310 CMR 30.136.

**WASTE OIL RETENTION FACILITY:** A waste oil collection facility for automobile service stations, retail outlets, and marinas which is sheltered and has adequate protection to contain a spill, seepage, or discharge of petroleum waste products in accordance with MGL c.21. s.52A. .6

**ZONE II:** The delineated recharge area to a public drinking water well as approved by MassDEP and defined under the Massachusetts Drinking Water Regulations 310 CMR 22.00.7

**8.7.4. Establishment and Delineation of Groundwater Protection District.** For the purposes of this bylaw, there are hereby established within the Town of Middleton, certain groundwater protection areas consisting of aquifers or recharge areas. These areas are delineated on the

Zoning Map, which is hereby made part of the Groundwater Protection District Bylaw and is on file in the office of the Town Clerk.

8.7.5. District Boundary Disputes.

1. If the location of the Groundwater Protection District in relation to a particular parcel is in doubt, resolution of the boundary dispute shall be through a Special Permit application to the Special Permit Granting Authority. Any application for a special permit for this purpose shall be accompanied by adequate documentation.
2. Burden of proof shall be upon the land owner to demonstrate that the location of the Groundwater Protection District with respect to a particular parcel(s) of land is uncertain. At the request of the land owner, the Town may engage a professional engineer, hydrologist, geologist, or soil scientist to determine more accurately the boundaries of the Groundwater Protection District with respect to a particular parcel(s) of land, and may charge the owner for the cost of the investigation. Changes to the Groundwater Protection District require town meeting approval.

8.7.6. Permitted Uses. This overlay district shall apply to all new construction, reconstruction, or expansion of existing buildings and new or expanded uses. The following uses are permitted within the Groundwater Protection District, provided that all necessary permits, orders, or approvals required by local, state, or federal law are also obtained:

1. normal operation and maintenance of existing water bodies and dams, splash boards, and other water control, supply and conservation devices;
2. maintenance, repair, and enlargement of any existing structure, subject to Section 7 and Section 8 of this bylaw;
3. construction, maintenance, repair, and enlargement of drinking water supply related facilities such as, but not limited to, wells, pipelines, aqueducts, and tunnels; and
4. any use permitted in the underlying zoning except for those uses specifically prohibited in Sections 7 and 8 of this bylaw.

8.7.7. Prohibited Uses. The following land uses and activities are prohibited unless designed in accordance with the specified performance standards:

1. landfills and open dumps;
2. automobile graveyards and junkyards;
3. landfills receiving only wastewater residuals and/or septage, including those approved by MassDEP pursuant to MGL c. 21 s.26 through s.53, MGL c.111 s.17, and MGL c.83 s.6 and s.7; 10
4. facilities that generate, treat, store, or dispose of hazardous waste that are subject to MGL c.21C and 310 CMR 30.000, except for:
  - a. very small quantity generators as defined under 310 CMR 30.000;
  - b. household hazardous waste centers and events under 310 CMR 30.390;
  - c. waste oil retention facilities required by MGL c. 21, s.52A;

- d. water remediation treatment works approved by MassDEP for the treatment of contaminated waters.
- 5. petroleum, fuel oil, and heating oil bulk stations and terminals including, but not limited to, those listed under North American Industry Classification System (NAICS) Codes 424710 and 454311, except for liquefied petroleum gas.
- 6. storage of liquid hazardous materials and/or liquid petroleum products unless such storage is above ground level and on an impervious surface and either:
  - a. in container(s) or above ground tank(s) within a building; or
  - b. outdoors in covered container(s) or above ground tank(s) in an area that has a containment system designed and operated to hold either, 10% of the total possible storage capacity of all containers or 110% of the largest container's storage capacity, whichever is greater;
 however, these storage requirements shall not apply to the replacement of existing tanks or systems for the keeping, dispensing or storing of gasoline provided the replacement is performed in a manner consistent with state and local requirements;
- 7. storage of sludge and septage, unless such storage is in compliance with 310 CMR 32.30 and 310 CMR 32.31;
- 8. storage of deicing chemicals unless such storage, including loading areas, is within a structure designed to prevent the generation and escape of contaminated runoff or leachate;
- 9. storage of animal manure unless contained within a structure designed to prevent the generation and escape of contaminated runoff or leachate;
- 10. earth removal, consisting of the removal of soil, loam, sand, gravel, or any other earth material to within 4 feet of historical high groundwater as determined from monitoring wells and historical water table fluctuation data compiled by the United States Geological Survey, except for excavations for building foundations, roads, utility works or wetland restoration work conducted in accordance with a valid Order of Condition issued pursuant to MGL c. 131, s.40;15 and
- 11. non-sanitary wastewater discharges from industrial and commercial facilities, except for:
  - a. replacement or repair of an existing treatment works that will not result in a design capacity greater than the existing treatment works;
  - b. treatment works approved by MassDEP designed for the treatment of contaminated ground or surface water and operating in compliance with 314 CMR 5.05(3) or 5.05(13); and
  - c. publicly owned treatment works.
- 12. stockpiling and disposal of snow and ice containing deicing chemicals, if snow and ice is brought in from outside the Groundwater Protection District;
- 13. storage of commercial fertilizers unless such storage is within a structure designed to prevent the generation and escape of contaminated runoff or leachate;

8.7.8. **Uses and Activities Requiring a Special Permit.** The following uses and activities are permitted only upon the issuance of a Special Permit by the Special Permit Granting Authority (SPGA) under such conditions as they may require:

1. Changes to lawfully existing nonconforming uses and structures shall comply with the requirements of Section 3.3 “Nonconforming Uses & Structures” as well as the Ground water Protection Overlay District Bylaw;
2. except as prohibited under Section 7 of this bylaw, activities that involve the handling of toxic or hazardous materials in quantities greater than those associated with normal household use and which are permitted in the underlying zoning district;
3. rendering impervious any lot or parcel more than 15% or 2,500 square feet, whichever is greater; unless artificial recharge, that will not degrade water quality, is provided using methods demonstrated to be capable of removing contaminants from storm water and which are consistent with methods described in MassDEP's Stormwater Handbook, Vol. I, II and III, as amended.

#### 8.7.9. Procedures for Issuance of Special Permit.

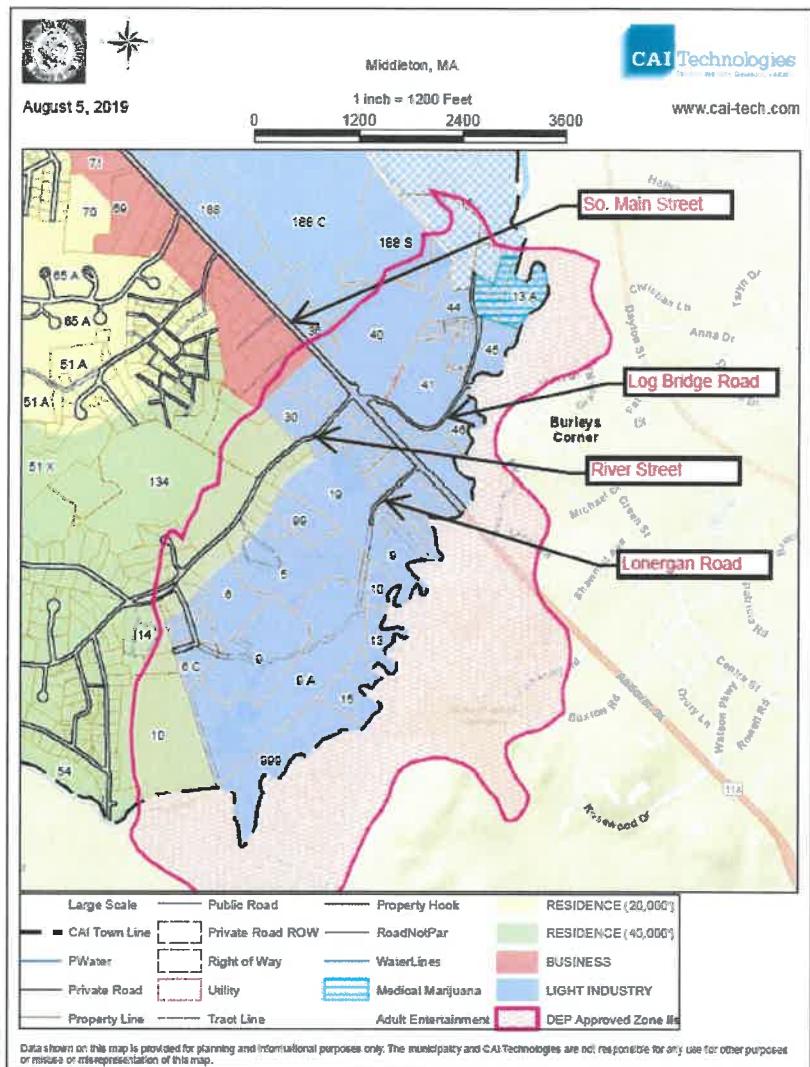
1. The Special Permit Granting Authority (SPGA) under this bylaw shall be the Board of Appeals. A special permit shall be granted if the SPGA determines, in conjunction with the Middleton Conservation Commission, that the intent of this bylaw, as well as its specific criteria, is met. The SPGA shall not grant a special permit under this section unless the petitioner's application materials include, in the SPGA's opinion, sufficiently detailed, definite, and credible information to support positive findings in relation to the standards given in this section. The SPGA shall document the basis for any departures from the recommendations of the other municipal boards, departments or commissions in its decision.
2. In addition to the plan requirements contained in Section 9.4 of the Zoning Bylaw, the applicant shall file a site plan and attachments that shall, at a minimum, include the following information where pertinent:
  - a. a complete list of chemicals, pesticides, herbicides, fertilizers, fuels, and other potentially hazardous materials to be used or stored on the premises in quantities greater than those associated with normal household use; and
  - b. for activities using or storing hazardous materials or wastes, a management plan shall be prepared and filed with the Fire Chief and Board of Health. The plan will be consistent with the requirements of Section 7 and shall include:
    1. provisions to protect against the discharge of hazardous materials or wastes to the environment due to spillage, accidental damage, corrosion, leakage, or vandalism, including spill containment and clean-up procedures;
    2. provisions for indoor, secured storage of hazardous materials or wastes with impervious floor surfaces;
    3. evidence of compliance with the Massachusetts Hazardous Waste Regulations 310 CMR 30.000; and
    4. proposed down-gradient location(s) for groundwater monitoring well(s), should the SPGA deem the activity a potential groundwater threat.

3. Upon receipt of the special permit application, the SPGA shall transmit one copy to the Conservation Commission. Failure by the Conservation Commission to respond in writing within 35 days of receipt shall indicate approval, or no desire to comment.
4. The SPGA, with advice from the Middleton Conservation Commission, may grant the required special permit only upon finding that the proposed use meets the applicable general criteria found under Section 9.4 of the Zoning Bylaw and the specific criteria below. The proposed use must:
  - a. in no way, during construction or thereafter, adversely affect the quality or quantity of the water supplies protected by the Groundwater Protection District; and
  - b. be designed to avoid substantial disturbance of the soils, topography, drainage, vegetation, and other water-related natural characteristics of the site to be developed.

8.7.10 Enforcement. Written notice of any violations of this bylaw shall be given by the Building Commissioner to the responsible person as soon as possible after detection of a violation or a continuing violation. Notice to the assessed owner of the property shall be deemed notice to the responsible person. Such notice shall specify the requirement or restriction violated and the nature of the violation, and may also identify the actions necessary to remove or remedy the violations and preventive measures required for avoiding future violations and a schedule of compliance. A copy of such notice shall be submitted to the Board of Appeals, Conservation Commission, Department of Public Works, Fire Department, and Board of Health. The cost of containment, clean-up, or other action of compliance shall be borne by the owner/operator of the premises.

8.7.11 Severability. If any provision of this bylaw is held invalid by a court of competent jurisdiction, the remainder of the bylaw shall not be affected thereby. The invalidity of any section or sections or parts of any section or sections of this bylaw shall not affect the validity of the remainder of this bylaw.

3) Add a new Groundwater Protection Overlay District to the Middleton Zoning Bylaw Map:



Or take any other action relative thereto.

**Purpose:** Massachusetts Drinking Water Regulations, 310 CMR 22.00, require public water systems (PWS) to protect Zone II recharge areas with municipal controls (bylaws and/or health regulations). Local controls must meet MassDEP Wellhead Protection Regulations 310 CMR 22.21(2), which forbid certain land uses from being sited within the Zone II public water supply well area. The above proposed overlay district bylaw is based on the MassDEP Model Groundwater Protection Overlay District Bylaw. If the Town does not adopt a bylaw that protects the Zone II Well area according to 310 CMR 22, it would make the town non-compliant, which could jeopardize the town's Water Management Act permit renewal for withdrawal from the Ipswich River Basin. Part of the Zone II Wellhead area falls within the Town of Danvers. Danvers adopted a Groundwater Protection Overlay District to protect this area in 2001.

**Planning Board Recommendation:** The Planning Board voted unanimously to recommend in favor of the article.

**Master Plan Committee Recommendation:** recommend in favor of the article.

The Master Plan Committee voted 6-0 to

**ARTICLE 31.** On petition of ten or more residents, to see if the Town will vote to amend Chapter 230, Water, Article I Irrigation/Outside Watering, sections 230-1 Purpose; applicability and 230-3 Restrictions and Article II Water Use Restriction, sections 230-5 Intent; applicability and 230-8 Definitions by inserting the text shown in bold underline; or take any other action relative thereto:

**§ 230-1 Purpose; applicability.**

The Middleton Board of Selectmen proposes the following bylaw in an effort to promote water conservation, reduce seasonal water usage and attain the bench mark water consumption standard of 65 gallons of water per capita as required under the Modified Water Withdrawal Permit Number 9P-3-17-071.01, et al., pursuant to the Water Management Act under MGL c. 21G and governed by the Massachusetts Department of Environmental Protection. All users that are customers of the public water supply or on private wells shall be subject to this bylaw to preserve and maintain the Ipswich Watershed Basin. All lands within the Middleton municipal boundaries drain to the Ipswich Watershed Basin and are thus part of said basin.

**§ 230-3 Restrictions.**

- A. It is unlawful to undertake outside watering of vegetation between the hours of 8:00 a.m. and 7:00 p.m. using Town water or a private well through a sprinkler or lawn irrigation system.

**§ 230-5 Intent; applicability.**

The Middleton Board of Selectmen proposes the following bylaw to create a balance between the needs of the environment, the citizens of Middleton and the drinking water supply. The Town is aware of the concerns about lower groundwater levels in the Ipswich River Watershed Basin and the potential demand on its water resources during the dry summer months. The Town also recognizes the therapeutic, esthetic, and environmental benefits that gardening, landscaping and greenery bring to the community. It is the intent of this bylaw to permit residents to maintain their properties, while not overburdening Town water supplies or the water distribution system, and to make a positive contribution to the environment. All Middleton residents that are either customers of the public water supply or private well users shall be subject to this bylaw in order to preserve and maintain the Ipswich Watershed Basin.

**§ 230-8 Definitions.**

**WATER USERS or WATER CONSUMERS**

Shall mean all public users of the Town's public water system or private well users and Ipswich River Watershed, irrespective of any person's responsibility for billing purposes for water used at any particular facility.

Or take any other action relative thereto.

**Purpose:**

**Planning Board Recommendation:** The Planning Board voted \_\_\_\_\_ to recommend in favor/opposed.

**ARTICLE 32.** On petition of the Board of Selectmen, to see if the Town will vote to amend Chapter 79 Revolving Funds, of the By-Laws of the Town by inserting a new Revolving Fund, Sidewalks and Pedestrian Improvements, and to further authorize the expenditure of not more than \$50,000 in Fiscal Year 2022:

Revolving Fund	Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	Fees, Charges or Other Receipts Credited to Fund	Program or Activity Expenses Payable from Fund	Restrictions or Conditions on Expenses Payable from Fund	Other Requirements & Reports	Fiscal Years
Sidewalks and Pedestrian Improvements	DPW Superintendent, Town Administrator with prior notification to the Planning Board and Zoning Board of Appeals	Contributions and payments in lieu of construction for developments permitted by Planning Board, Zoning Board, and other permitting authorities	Design, construction, and related costs associated with construction of sidewalks and pedestrian improvements	----	All funds spent require review and approval of Planning Board	Fiscal Year 2022 and subsequent years

Or take any other action relative thereto.

**Purpose:** This article would establish a new Revolving Fund to be used to hold and spend funds to make sidewalk and pedestrian improvements. The Department of Revenue has recommended that a Revolving Fund is the most appropriate means of accounting for such funds.

**Planning Board Recommendation:** The Planning Board voted \_\_\_\_\_ to recommend in favor/opposed.

**ARTICLE 33.** On petition of the Board of Selectmen and Finance Committee, to see if the Town will vote to transfer from available funds a certain sum to the Sidewalks & Pedestrian Improvements Revolving Fund; or take any other action relative thereto.

**Purpose:** This article would transfer funds from Free Cash to the Sidewalks & Pedestrian Improvements Revolving Funds created by Article 31, above. These monies were collected to fund sidewalk and pedestrian improvements. The Department of Revenue has recommended this as the appropriate method of dedicating these funds for the intended use. The current balance is approximately **[\$128,800]**.

**ARTICLE 34.** On petition of the Middleton School Committee and Superintendent, to see if the Town will vote pursuant to General Law chapter 30B, section 12 to authorize the Superintendent of Schools to solicit and award contracts for transportation and contracts for food service management for terms exceeding three years, but not longer than five years, including any renewal, extension, or option, provided in each instance the longer term is found by vote of the School Committee to be in the best interest of the Town; or take any action relative thereto.

**Purpose:** This article authorizes the Middleton School Committee to enter into five year contracts for student transportation and food service management. Under Massachusetts General Law chapter 30B, contracts in excess of three years require the approval of Town Meeting.

**ARTICLE 35.** On petition of Frank Twiss and ten registered voters to see if the Town will accept the provisions of Massachusetts General Laws, Chapter 41, Section 100B; or take any action relative thereto.

**ARTICLE 36.** On petition of the Middleton Board of Assessors and the Council on Aging Director to see if the Town will vote to adopt Clause 17F of Chapter 59, Section 5 of the Massachusetts General Laws and to increase the amount of the exemption set forth in Clause 17D annually by the cost of living factor as determined by the Consumer Price Index, said acceptance to take effect in Fiscal Year 2022; or take any action relative thereto.

**Purpose:** The proposed increased exemption will have a minimal impact on the town levy as demonstrated by the charts below. Over the past 20 years, the Board of Assessors has granted an average of two Clause 17D statutory exemptions per year.

The following chart shows how the exemption amounts would have increased annually had Clause 17F been adopted previously:

Year	Exemption Amount (rounded)	Cost of Living Increase Factor	New Exemption Amount (rounded)

FY 2018	175	0.0148	\$178
FY 2019	178	0.025	\$182
FY 2020	182	0.033	\$188
FY 2021	188	0.023	\$192

The following chart shows the actual amounts exempted for the past three fiscal years and the current fiscal year to date, as well as what the total amounts exempted would have been with the COLA increase had Clause 17F been adopted previously:

Year	# of Exemptions	Total Actual Exempted	Cost of Living Increase (COLA)	Exemption Amount with COLA (rounded)
FY 2018	2	\$350	1.48%	\$356
FY 2019	3	\$525	2.5%	\$546
FY 2020	2	\$350	3.3%	\$376
FY 2021	2*	\$350	2.3%	\$384

\*applications received and granted as of February 18, 2021

There is no increase in state re-imbursement available for the potential exemption increase.

**END OF ANNUAL TOWN MEETING WARRANT**

**To the Town Constable:**

You are hereby ordered to notify and warn said qualified voters to meet at the Fuller Meadow School on **Tuesday, May 18, 2021**, next for the following purposes, VIZ: To choose by ballot the following Town Officers for the ensuing year:

Town Moderator for three years  
Two Board of Selectmen members for three years  
One Board of Assessors member for three years  
Two Elementary School Committee member for three years  
One Regional School Committee member for three years  
One Regional School Committee member for one year  
One Planning Board member for five years  
Two Electric Light Commissioners for three years  
Two Library Trustees for three years  
Two Housing Authority members for five years

**The Polls open at 7:00 a.m. and close at 8:00 p.m. Voting takes place at the Fuller Meadow School gymnasium, 143 South Main Street, Middleton.**

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

Memorial Hall	Flint Public Library	Ferncroft Towers, and
Post Office	Howe Station Market	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 \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twenty One.

**MIDDLETON BOARD OF SELECTMEN**

A true copy Attest:

---

Constable of the Town of Middleton

---

Date Posted



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

8.

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

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

Names: Linda Cornell Telephone: 978-828-7402

Address: 5 Piedmont St. Middleton Bus. Telephone: 781-388-4839

Email Address: linda\_cornell@aol.com

Occupation: Social Engagement Coordinator

Background Experience: Retired Reading Specialist 35 years; currently working at Mystic Valley Elder Services as Social Engagement Coordinator

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 checked="" type="checkbox"/> Council on Aging	<input type="checkbox"/> Historical Commission
<input type="checkbox"/> Finance Committee	<input type="checkbox"/> Planning Board
<input type="checkbox"/> Board of Appeals	<input type="checkbox"/> Scholarship Committee
<input type="checkbox"/> Master Plan Committee	<input type="checkbox"/> Library Services
<input type="checkbox"/> Conservation Commission	<input type="checkbox"/> Industrial Commercial Development Review Committee
<input type="checkbox"/> Cultural Council	<input type="checkbox"/> Zoning Bylaw Review Committee

Amount of Time Available: 1

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?

Council on Aging Board

Linda M. Cornell

Signature

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

3/3/21

Date



**Council on Aging**  
Old Town Hall  
38 Maple Street  
Middleton, MA. 01949  
978-777-4067  
[www.townofmiddleton.org](http://www.townofmiddleton.org)

9.

March 2, 2021

Board of Selectmen  
48 South Main Street  
Middleton, MA. 01949

Re: Middleton COA Donation / New England Bio Labs

Please add the following donation to your agenda for acceptance by the Board of Selectmen for the Middleton Senior Center and notify me when the check has been accepted so that it can then be deposited.

Thank you,

*Jillian Smith*

Jillian Smith  
COA Director

A Donation has been made payable to the Middleton Senior Center:

Date: 2/24/21

Name New England Biolabs, Inc.

Donation: \$5,000.00

Check Number 187423

This donor would like to remain anonymous

Yes

XXX No



240 County Road  
Ipswich, MA 01938-2723

Tel 978-927-5054  
Fax 978-921-1350

[www.neb.com](http://www.neb.com)  
[info@neb.com](mailto:info@neb.com)

January 26, 2021

The NEB Corporate Donations Committee has awarded your recent COVID-19 Emergency Response request. Enclosed you will find a check for the amount funded. You should have received an email response from us previously announcing your grant.

We understand that this is a difficult time for many organizations especially those that directly help vulnerable people in need due to job loss, food insecurity, financial and other hardships of the current outbreak. We are thankful to you for all you do.

Please contact us if you have any questions.

We hope that that you, your staff, and families stay safe and healthy.

Best regards,

Fana Mersha  
NEB Corporate Donation Committee  
Email: [corpdonations@neb.com](mailto:corpdonations@neb.com)  
Apply: <https://www.neb.com/forms/neb-corporate-grant-application>



New England Biolabs, Inc  
240 County Road  
Ipswich MA 01938-2723

Payment No.: 2000049358  
Check No.: 187423  
Payment Date: 02/24/2021  
Vendor No.: CDC  
Page: 1 of 1

Invoice Number	Invoice Date	Document Number Text	Gross Amount	Discount	Net Amount
CDC DONATION	01/27/2021	1900033192  Check Total.....	5,000.00	0.00	\$ 5,000.00

New England Biolabs, Inc  
240 County Road  
Ipswich, MA 01938

Bank of America, N.A. 5-13 110 187423

Date  
02/24/2021

Vendor No.  
CDC

PAY TO THE  
ORDER OF Middleton Senior Center  
\*\*\* FIVE THOUSAND \*\*\*

\$5,000.00

DOLLARS

VOID AFTER 90 DAYS

Middleton Senior Center  
P.O. Box 855  
Middleton MA 01949

Nancy J. Paddal



187423 10110001381 0053674678



**Council on Aging**  
Old Town Hall  
38 Maple Street  
Middleton, MA. 01949  
978-777-4067  
[www.townofmiddleton.org](http://www.townofmiddleton.org)

March 1, 2021

Board of Selectmen  
48 South Main Street  
Middleton, MA. 01949

Re: **Anonymous** Middleton Food Pantry Donation /

Please add the following donation to your agenda for acceptance by the Board of Selectmen for the Middleton Food Pantry and notify me when the check has been accepted so that it can then be deposited.

Thank you,

*Jillian Smith*

Jillian Smith  
COA Director

A Donation has been made payable to the Middleton Food Pantry:

Date: 2/25/21

Name

Donation: \$500.00

Check Number 4338

This donor would like to remain anonymous

**XXX Yes**

## **Correspondence and informational materials**



Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Jamey Tesler, Acting Secretary & CEO



February 22, 2021

Town Administrator Andrew Sheehan  
48 South Main Street  
Middleton, MA 01949

Dear Town Administrator Andrew Sheehan,

We are pleased to inform you that we anticipate Chapter 90 local transportation aid funding for Fiscal year 2022 will total \$200 million statewide, pending final legislative approval.

This letter certifies that, pending final passage of the bond authorization, your community's Chapter 90 apportionment for Fiscal year 2021 is \$309,243.00. This apportionment will be incorporated automatically into your existing 10-year Chapter 90 contract, which will be available on the MassDOT website [www.massdot.state.ma.us/chapter90](http://www.massdot.state.ma.us/chapter90).

The Chapter 90 program is an integral part of maintaining and enhancing your community's infrastructure and is an essential component of our state-local partnership. We look forward to working with you in the coming year to continue the success of this program.

Thank you for all that you do to make the Commonwealth of Massachusetts a great place to live, work and raise a family.

Sincerely,

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor



*The Commonwealth of Massachusetts*  
*House of Representatives*  
*State House, Boston, MA 02133-1054*

February 24, 2021

Patricia A. Leavenworth, P.E.  
Chief Engineer  
MassDOT – Highway Division  
10 Park Plaza  
Boston, MA 02116-3973

**RE: TIP Project #608522: Bridge Replacement, M-20-003, Route 62 (Maple Street) over Ipswich River**

Dear Ms. Leavenworth,

We are writing on behalf of the Town of Middleton to encourage you to allow for the addition of a pedestrian bridge to the current Maple Street Bridge Replacement Project (TIP Project #608522), which is scheduled for construction in 2024. We understand there may be some uncertainty as to whether the MassDOT Bridge Division can or should be responsible for the construction of pedestrian bridges in Massachusetts. However, we believe the proposed addition makes sense for this particular project, as a “temporary” pedestrian bridge will be a necessary component of the Maple Street Bridge Replacement in order to re-route pedestrian and bicycle traffic during construction so two lanes of vehicular traffic can remain open at all times on this busy road for the duration of the project.

The Town of Middleton has made great strides in the construction of the Middleton Rail Trail, completing Phase I last fall and applying for funds to construct Phase 2 in the last Winter Shared Streets grant round. The next step of the Rail Trail construction will be to negotiate the Ipswich River crossing. The town recently submitted an application for a MassTrails grant to fund the design of a pedestrian bridge where the old rail right of way crosses over the Ipswich River.

The original plan was to add this project to the TIP, but the consensus now is that it makes more sense to include the pedestrian bridge construction in the larger bridge replacement. As a result of town officials’ ongoing discussions with Connie Raphael of MassDOT District 4 and MassDOT Bridge Project Manager Paul King, it was agreed upon by all that including the pedestrian bridge design and construction with the existing Maple Street Bridge Replacement Project represents the best option. Even with this change, the Town of Middleton will still be responsible for constructing the rail trail on both sides of the pedestrian bridge.

We urge MassDOT to include a pedestrian bridge component as part of the Maple Street Bridge Replacement Project. We thank you in advance for your time and consideration of this matter, and would be happy to provide you with any additional information you may need in support of the town’s request.

Sincerely,

Bradley H. Jones, Jr.  
State Representative  
20<sup>th</sup> Middlesex District

Sally P. Kerans  
State Representative  
13<sup>th</sup> Essex District

cc: Middleton Town Administrator Andrew Sheehan  
Middleton Town Planner Katrina O’Leary



## Middleton Municipal Electric Department

197 North Main Street, Middleton, MA 01949  
(978) 774-4313 • FAX (978) 774-5408

Mr. Andrew Sheehan, Town Administrator  
48 South Main Street  
Middleton, MA 01949

March 1, 2021

Re: In Lieu of Tax Payment

Dear Mr. Sheehan:

At the Electric Light Department Commissioners' meeting which was held on February 17, 2021, the Commission voted to set this year's "In-Lieu of Tax" payment to the amount of \$243,252.62. This figure was derived by summing a \$0.0015/kwh charge to sales to ultimate consumers of 95,988,345 kwh and 5% of net income of \$1,985,402.

Please let me know if you have any questions regarding this payment.

Sincerely,

Michael J. Cloutier  
General Manager  
Middleton Electric Light Department

**TOWN OF MIDDLETON  
2021 ANNUAL TOWN MEETING and ELECTION  
INFORMATION AND CALENDAR**

**NOMINATION PAPER --** will be available at the Town Clerk's Office beginning **Monday, January 04, 2021**

The Town Clerk shall not furnish blank forms for nomination of candidates for town office to any person other than a candidate seeking such nominations or a person presenting the signed authorization of a candidate to secure said forms on his/her behalf. (53:17)

Each candidate shall file with the Town Clerk prior to obtaining blank nomination papers, a statement containing his/her name and address, and the office for which he/she intends to be a candidate. (53:9A) No candidate for town office shall receive more blank nomination papers than will contain the number of signatures required to place his/her name in nomination, multiplied by five. (53:9A)

No nomination paper shall be received or be valid unless the written acceptance of the candidate thereby nominated shall be filed therewith. (53:9)

Tuesday, March 30, 2021	5:00 PM	<b>Last day for filing nomination papers with Board of Registrars</b>
Thursday, April 15, 2021	5:00 PM	Last day for filing objections/withdrawals (53:11/13)
Wednesday, April 21, 2021	8:00 PM	<b>Last day to register voters (51:26/31)</b>
<b>Tuesday, May 11, 2021</b>	7:00 PM	<b>Annual Town Meeting @ Howe Manning School</b>
Monday, May 10, 2021	4:00 PM	Campaign Finance Reports Due
<b>Tuesday, May 18, 2021</b>	7 am - 8 pm	<b>Annual Town Election @ Fuller Meadow School</b>
Thursday, June 17, 2021		Campaign Finance Reports Due

**NOMINATION PAPERS - NUMBER OF SIGNATURES REQUIRED (43A:6, 53:6,7)**

Town-wide Office	Signatures of thirty-five voters (35) registered in the Town are required (any precinct), although it is recommended that fifty (50) be obtained.
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**2021 Town Offices Open**

2	Board of Selectmen Members for Three years
1	Board of Assessors Member for Three years
2	Elementary School Committee Members for Three years
1	Regional School Committee Member for Three years
<b>1</b>	<b>Regional School Committee Member for ONE year**</b>
1	Planning Board Member for Five years
2	Electric Light Commissioners for Three years
2	Library Trustees for Three years
1	Housing Authority Member for Five years

**\*\*DUE TO RESIGNATION**

Elections and Voting information: <http://www.sec.state.ma.us/ele/eleidx.htm>

Register to Vote Online: <https://www.sec.state.ma.us/OVR/>

Please contact the Town Clerk's Office with any questions at [townclerk@middletonma.gov](mailto:townclerk@middletonma.gov) or 978-774-6927