

**BOARD OF SELECTMEN
MEETING AGENDA**

**Fuller Meadow School
Nathan Media Room
143 South Main Street, Middleton, MA 01949
December 6, 2016
7:00 PM**

This meeting is being recorded

- 7:00 PM **Joint Meeting of the Board of Selectmen and Planning Board:** Joint meeting call to order; Board of Selectmen Chairman announces the meeting is being recorded
- 7:01 PM Conduct interviews with candidates and appoint an Alternate member to the Planning Board to fill a vacancy through June 30, 2017 (The appointing authority consists of the Board of Selectmen together with the five members of the Planning Board)
- 7:15 PM **Joint Meeting of the Board of Selectmen and Middleton Housing Authority:** Joint meeting call to order; Board of Selectmen Chairman announces the meeting is being recorded
- 7:16 PM Conduct interviews with candidates and appoint up to two members to the Middleton Housing Authority under Massachusetts General Laws Chapter 41, Section 11 to fill a vacancy in an elected office (The appointing authority consists of the Board of Selectmen together with the remaining members of the Housing Authority)
1. 7:30 PM **Main Board of Selectmen Meeting:** Call to order; Board of Selectmen Chairman announces the meeting is being recorded
2. 7:31 PM Minutes
Warrant
Town Administrator
3. 7:45 PM Tax classification hearing for Fiscal Year 2017
- Review of Fiscal Year 2017 final valuations approved by state Department of Revenue votes required under Massachusetts General Law, Chapter 59, Section 2:
1. To discount up to 25% of Open Space (No, as there are no qualifying parcels)
 2. To adopt up to a 20% Residential Exemption (Yes or No, and if Yes, at what %)
 3. To adopt up to a 10% Small Commercial Exemption (No, as there are no eligible parcels)
 4. To determine the percentage of the tax levy to be borne by the two main property classes: Residential and CIP (Commercial, Industrial and Personal):
 - A. 100% factor or unity for both classes
 - B. A CIP factor between 100-150% of Residential factor as shown on options chart
4. 8:05 PM Adoption of winter parking ban on public streets from midnight until 6:00 a.m. from December 6, 2016 through April 1, 2017
5. 8:10 PM Blanket vote to renew alcoholic beverage licenses for calendar year 2017
6. 8:20 PM Vote to renew all expiring licenses (Common Victualler, Class II, Class III, Gasoline, Golf Course, Auctioneer, Precious Metals, Livery Licenses) for calendar year 2017
7. 8:25 PM Acceptance of \$2,450 donation from CTG Inc. to the Middleton Food Pantry
8. 8:30 PM Acceptance of \$2,000 donation from New England Bio Labs, Inc. to the Middleton Food Pantry
9. 8:35 PM Acceptance of \$5,000 donation from 2 Depot Square Ipswich Charitable Foundation to the Middleton Food Pantry
10. 8:40 PM Vote to authorize the Town Administrator, on behalf of the Middleton Board of Selectmen, to approve of the Agreement of Settlement and Site Access Agreement between the Town of Middleton and the Natsue Realty Trust related to property located on Natsue Way
11. 8:50 PM New Business: reserved for topics that the Chair did not reasonably anticipate would be discussed
12. 8:55 PM Executive Session pursuant to MGL C30A, §21(a)(2) To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel

From: julianne mcnally
To: michelle.creasi@townofmiddleton.org
Subject: Planning Board
Date: Thursday, October 27, 2016 2:00:40 PM
Attachments: [Julianne McNally Resume.docx](#)
[Untitled attachment 00012.txt](#)

Good Afternoon,

I am expressing interest in the role of alternate planning board member. My family and I have lived in Middleton for 6 years and I would love the chance to be part of the planning process of this beautiful community. I'm truly excited to see the direction the town is headed while also being mindful of its history.

My background is in Business and in Human Resources. I have the experience and education to act in a thoughtful and contemplative manner in especially difficult situations.

I look forward to speaking with you further! Enclosed you will find my resume.

Most Sincerely,
Julianne McNally
5 Ryer Lane

Julianne M. McNally □
5 Ryer Lane, Middleton, MA 01949 □ (617) 797-7916 □
JulieMcNally@Comcast.net □

SUMMARY:

15+ years professional experience, skilled in gathering, interpreting and analyzing data in a fast-paced environment. Experienced in SQL data query language while performing complex quantitative statistical analysis, marketing and operational responsibilities.

EDUCATION:

1997 Bachelor of Science Degree, University of Massachusetts at Boston

MAJOR: Business Management *MINOR:* Human Resources & Organizational Development □ □

CERTIFICATION:

2016-present Graduate Certificate, University of Massachusetts at Boston

MAJOR: Business Analytics

COURSES: Information Storage Management, Enterprise Business Intelligence, Enterprise Data Warehousing for Business Intelligence, Enterprise Data Mining and Predictive Analytics, Statistical Analysis for Managers, Database Management

PROFESSIONAL EXPERIENCE: □

□

2003-Present

Bay State Tickets & Travel Beverly, MA

BUSINESS DATA AND OPERATIONS ANALYST

- ❖ Co-founded Bay State Tickets & Travel, a multi-million dollar company serving customers nationwide.
- ❖ Accountable for compiling and interpreting the company financial, marketing & operational data for the company.
- ❖ Responsible for financial budgeting, planning and forecasting while providing data driven recommendations.
- ❖ Record, interpret and report financial information in support of general business operations and long-range strategic planning functions.
- ❖ Analyze, process and reconcile millions of dollars in inventory on a monthly basis.
- ❖ Performed year-end closings; duties included reconciling accounts, preparing corporate taxes, resolving discrepancies and running various database reports.
- ❖ Extract, compile and track marketing data, to analyze customer behavior, inventory purchases, financial expenditures and marketing ROI.
- ❖ Analyze professional sports team sales data to present seasonal KPIs and make recommendations on inventory purchases in addition to developing customer based purchasing strategy.
- ❖ Responsible for marketing and monitoring company events via social media (Facebook, Instagram, Twitter, Constant Contact) and assessing advertising ROI to determine their efficacy using Google analytics.
- ❖ Research competitors for market comparisons and develop customer based purchasing strategy.
- ❖ Identify NHL, NBA, NFL and MLB industry trends and individual team player transactions to support purchasing strategy.

- ❖ Compose and present proposals to solicit outside sponsorships for company events to increase profit margin.
- ❖ Coordinate, develop, transport and set-up all pre/post event materials and promotional items, in addition to conducting post event profit/loss analysis.
- ❖ Promoted concert series at Johnny D's Uptown in Somerville, MA, that included, Howard Jones, The Stompers, John Cafferty & The Beaver Brown Band, Mike Peters of The Alarm, Charlie Farren, Robin Lane & The Chartbusters, The Jon Butcher Axis and the FIXX.

1999-2004

Teradyne Inc. Boston, MA

HUMAN RESOURCES GENERALIST & DATA ANALYST

- ❖ Provided HR Generalist support to between 400-700 employees and 68 managers in various exempt and non-exempt disciplines including Finance, Purchasing, TQM, Operations, Information Technology, Engineering, Logistics and Manufacturing.
- ❖ Managed the data analysis role for the corporate human resources division which included; Analyzing and presenting data to senior management on staffing, turnover analysis, compensation and employee feedback.
- ❖ Created salary and performance analysis tool using Excel to ensure consistency during the compensation review process.
- ❖ Tracked and presented key performance indicators (KPI) using Excel that included: headcount, cycle-time and open requisitions.
- ❖ Managed full-cycle recruiting process, from sourcing candidates to new hire and benefits orientation.
- ❖ Managed the start-up of the Plano, Texas facility to oversee the staffing of electro-mechanical assemblers and line management.
- ❖ Increased the headcount of the Commercial Backplanes area by 300 employees over a five-month period.
- ❖ Negotiated with commercial staffing agency that resulted in a 10% lower bill rate.
- ❖ Managed all facets of large scale hiring events including promotion, scheduling and logistics that resulted in 75 new hires per event.
- ❖ Coached supervisors on employee relations issues and participated in all legal proceedings.

1998-1999

Micro Center Cambridge, MA

HUMAN RESOURCES MANAGER

- ❖ Solely responsible for administering and managing human resources function in a technology-based environment for 250 employees.
- ❖ Managed full-cycle recruiting process, from sourcing candidates to new hire and benefits orientation.
- ❖ Maintained company compliance with federal and state employment laws.
- ❖ Achieved an increase in staffing by 30% in a six-month period.
- ❖ Processed monthly EEO, Affirmative Action, and OSHA reporting.
- ❖ Processed bi-weekly payroll and administered company benefits plan.
- ❖ Managed all employee relations concerns and represented the company in all legal issues.

From: Karin Turner
To: michelle.creasi@townofmiddleton.org
Subject: Planning Board alternate member vacancy
Date: Friday, October 28, 2016 11:37:07 AM
Attachments: [Karin's resume4 .doc](#)

Good morning Michelle,

Please find my resume attached. I am interested in filling the vacant spot. I am an active Realtor for Century 21 North Shore and I am always interested to know what is done to improve or create new opportunities in Middleton. I live on 27 Vera Road..

Please contact me via email if you need any additional information from me.

Thank you,
Karin Turner, REALTOR, GREEN, SRES, BPOR, ASP
Licensed in MA and NH
Century 21 North Shore
978-766-2446
www.karinturner.net
[My Facebook Page](#)



Karin Turner REALTOR

Phone: 978-766-2446

E-mail: karinturner1028@gmail.com

Professional Highlights

Highly motivated, results-oriented and organized.

Skills and Abilities

- Excellent interpersonal skills
- Strong organizational ability
- GREEN, Senior Real Estate Specialist, Short Sale and Broker Price opinion certification
- Strong negotiation skills
- Fluent in writing and speaking German

Education

Degree from technical college in West Germany in Heating and Ventilation.

Work related courses in electricity, refrigeration, energy management systems and controls

Project Management

Century 21 North Shore

Middleton, Massachusetts

REALTOR, Sales Associates

Nov 2014 – current

- GREEN, Senior Real Estate, short sale/foreclosure and BPO certified.
- Working with Buyers and Sellers

Bean Group

Newburyport, Massachusetts

REALTOR, Sales Associates

April 2014 – Nov 2014

ZipRealty, Inc

Lexington, Massachusetts

REALTOR, Sales Associates

January 2011 – April 2014

Coldwell Banker Residential Brokerage

Topsfield, Massachusetts

REALTOR, Sales Associate

October 2009 – December 2010

Johnson Controls

Lynnfield, Massachusetts

Project Manager

March 2008 – November 2008

- Supervised and directed field technicians and electrical contractors during the installation progress.
- Projects consistently completed on time and within budget.
- Prepared submittals, as-builts and operations and maintenance manuals
- Ordered all necessary control equipment and tracked project cost.
- Prepared and submitted project invoices and revenue projections

Home maker

1992 – February 2008

Stay home mom. Actively volunteered at schools in library as well as classrooms. Taught several elementary school science classes and organized a foreign language program for the school.

Trane Company

Columbus, Ohio

Project Manager

1990-1992

- Designed and programmed direct digital control systems for commercial buildings.
- Projects consistently completed on time and within budget.
- Prepared submittals
- Ordered all necessary control equipment and tracked project cost.
- Prepared and submitted project invoices

JWP Corp**Houston, Texas****Operations Manager****1987 – 1990**

- HVAC control systems design and programming of Andover building automation systems, project and operation management
- Hired as a project manager in 1987 and was promoted to Senior Project Manager and Operations Manager in 1989
- Supervised 30 field technicians, engineers and administrative personnel.
- Completed over \$2 million dollars in contract work during 1989.
- Successfully installed systems in several major new construction projects in Houston, Dallas and Austin.

Energy Logics**Union City, California****Engineering Manager****1981-1986**

- Responsible for project managing, review of specifications, preparing estimates and supervising office personnel and field employees
- Started with firm as drafter/designer in 1981 and was promoted to project engineer in 1983 and engineering manager in 1984.
- Coordinated projects with contractors and mechanical engineers.

Carlson & Peterson**West Germany****Drafter/Designer****1977 – 1981**

Designer/drafter for commercial and residential HVAC and plumbing systems.
Calculated heating and cooling requirements

From: Maria Paikos-Hantzis
To: michelle.creasi@townofmiddleton.org
Subject: Want to seek appoint---FW: Middleton Housing Authority Member Vacancy
Date: Friday, October 28, 2016 12:06:33 PM
Attachments: [1-RESUME Maria J. Paikos-Hantzis 2016.pdf](#)
Importance: High

Hi Michelle,

I'd like to seek the appoint to fill the unexpired term of the Middleton Housing Authority Board Member.

Attached please find my resume.

Let me know if you need anything else from me.

Thanks,

Maria

5 Esteymere Place

Middleton, MA 01949

617-957-4782 (cell)

From: Middletonma_news [mailto:middletonma_news-bounces@mm.windigicert.com] **On Behalf Of** Town News & Notices
Sent: Thursday, October 27, 2016 12:21 PM
To: MiddletonMA_News@mm.windigicert.com
Subject: Middleton Housing Authority Member Vacancy
Importance: High

Your Town Needs You!

Consider Appointment to the Middleton Housing Authority

The Middleton Board of Selectmen and the Middleton Housing Authority (MHA) seek to appoint a member to fill an unexpired term on the Middleton Housing Authority. The term of this appointment is until the next Annual Election in May 2017.

The Middleton Housing Authority generally meets once a month on a Thursday evenings at 5:30 PM at Orchard Circle. The primary responsibility of members is to attend and participate in those meetings. Additional information about the Housing Authority is available at

http://middletonma.virtuالتownhall.net/Pages/MiddletonMA_BComm/housing/index.

Interested candidates should submit a resume and letter of interest by November 17, 2016,
to:

Mr. Timothy Houten
Chairperson
Middleton Board of Selectmen
48 South Main Street
Middleton, MA 01949

Or, electronically to:

michelle.creasi@townofmiddleton.org

Maria J. Paikos-Hantzis
5 Esteymere Place, Middleton, Massachusetts 01949
(978) 777-0372 (tel) (617) 957-4782 (cell)
MariaPaikos03@comcast.net

Summary: Over 20 years of experience in University and Healthcare setting. Have been responsible for large scale grant award preparation and tracking, subcontract negotiations, fluent in compliance for the institute with State and Federal regulations and guidelines, liaison to principle investigators and researchers for all matters regarding grant submissions, purchasing approval, build and maintain finance system related processes for the institute.

EXPERIENCE West Rock Associates – Grant Recruitment Consultants.

2000-present

Business Finance Manager of Research and Contract Proposals.

- Identify sources and programs of grant support.
- Structure budget and monitor budget compliance in accordance with sponsoring agency guidelines.
- Formulate company overhead rate for federally funded projects.
- Clients include research groups at biotech companies, private foundations, Massachusetts General Hospital, Harvard Medical School and Tufts University School of Medicine and Massachusetts Eye and Ear Infirmary.
- Projects include SBIR Program, NIST/ATP, NIH Research Grants, Program Project and private foundation grants.

1995-
2001

Massachusetts General Hospital - Neurosurgery.

Research Grant Coordinator.

- Oversee preparation of grants, establish new accounts, monitor budgetary performance and submit required reports for all grants and contracts.
- Coordinate grant proposal preparation, specifically to the National Institutes of Health.
- Monitor expenditures and assure budget compliance.

1990-
1993

Massachusetts General Hospital - Research Finance.

Research Financial Grant Manager.

- Responsible for the financial and administrative management of all phases of post award grant and contract administration.
- Primary liaison among the sponsor agencies, the Principal Investigators, and the institutional administrative staff.

1989-
1990

Boston University - Grant and Contract Accounting.

Research Financial Grant Manager.

- Prepared fiscal reports to awarding agencies.
- Prepared billings to sponsoring agencies.
- Extensive review of policies, procedures, contracts and budgets.
- Trained Principal Investigators and Administrators in University grant management procedures.

1988-
1989

Middlesex County - Commissioner's Office.

Economist. Independent Contractor.

Evaluated the County Employment and Training Program and County Highway Engineering Department.

- Prepared a comprehensive research document recommending financial and procedural changes.

EDUCATION

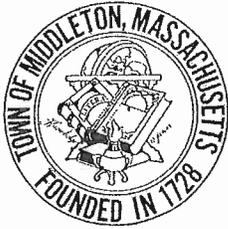
Suffolk University – Boston, Massachusetts. Bachelor of Science in Economics, cum laude

Community Involvement, Middleton

2005-2011

Middleton Basketball Program, Coordinator.

I was responsible for all aspects of the program; liaison with schools, coordinated set-up and scheduling of teams and coaches, recruited referees, dealt with conflict resolution, organized year-end events.



Town of Middleton
48 South Main Street
Board of Assessors
Middleton, Massachusetts
01949-2253
978-774-2099
www.townofmiddleton.org



November 30, 2016

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

Re: FY 2017 Classification Hearing and Departmental Report for the Selectmen

Dear Selectmen:

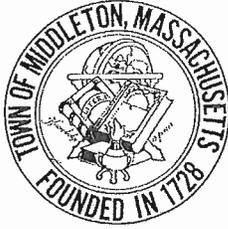
The Assessors are pleased to submit documentation for the Classification Hearing for FY 2017. Please see the attached Classification packet. The Selectmen must vote annually on these questions in order to complete the tax rate setting process.

I would now like to update the Board on the Assessors department:

1. This fiscal year was a Certified Revaluation of values for Middleton. Sales and other market data from calendar 2015 was used to determine values. As usual, various neighborhoods and complexes saw increases, decreases and some with no significant change. The revaluation resulted in an overall increase of 7 % in the current to previous valuation. There was a 5% increase in the current to previous class for single family homes class. Our current overall assessment to sale median ratio is 96%.

The average single family tax bill increase is \$350.74 based on the projected tax rate of \$13.95. The average condominium tax bill increase is \$331.91 based on the projected rate.

This was another major growth year for Middleton. New homes and condos represented 59% of this year's growth. Commercial/Industrial growth was attributed to several new commercial/industrial projects underway including the new ice rink. (See attachment of growth detail for more breakdown of growth).



Town of Middleton
48 South Main Street
Board of Assessors
Middleton, Massachusetts
01949-2253
978-774-2099
www.townofmiddleton.org

2. Our next certified revaluation will be in 2022. Recent changes in the law have eliminated triennial certifications and spaced them to every five years. Interim adjustment of values are still required.
3. Our department looks forward to utilizing more technology in the future to streamline many internal functions. We also continue to improve the education level of our department through coursework and continuing education seminars.

I would again like to take this opportunity to cordially thank my staff and my Board for their hard work and support during this past year and to other town departments for their cooperation.

Respectfully,

Bradford W. Swanson, M.A.A.
Assistant Assessor/Appraiser

TOWN OF MIDDLETON

TOTAL VALUES BY CLASS HISTORICALLY

FY	Residential	Commercial	Industrial	Personal Property	Total	RES % of Total	CIP % of Total
2000	\$ 510,647,683	\$ 107,787,274	\$ 32,118,893	\$ 12,431,485	\$ 662,985,335	77.0	23.0
2001	\$ 638,533,308	\$ 115,263,085	\$ 33,808,819	\$ 12,727,770	\$ 800,332,982	79.8	20.2
2002	\$ 776,039,716	\$ 130,673,551	\$ 38,153,810	\$ 16,510,730	\$ 961,377,807	80.7	19.3
2003	\$ 928,028,503	\$ 139,563,942	\$ 41,544,570	\$ 16,728,580	\$ 1,125,865,595	82.4	17.6
2004	\$ 1,048,574,320	\$ 141,225,273	\$ 41,732,670	\$ 19,310,250	\$ 1,250,842,513	83.8	16.2
2005	\$ 1,158,469,389	\$ 150,731,878	\$ 45,050,570	\$ 32,140,330	\$ 1,386,392,167	83.6	16.4
2006	\$ 1,302,816,103	\$ 145,008,136	\$ 45,491,130	\$ 32,681,560	\$ 1,525,996,929	85.4	14.6
2007	\$ 1,395,799,970	\$ 159,954,858	\$ 46,547,070	\$ 34,882,740	\$ 1,637,184,638	85.3	14.7
2008	\$ 1,466,783,487	\$ 191,497,302	\$ 54,237,400	\$ 37,901,380	\$ 1,750,419,569	83.8	16.2
2009	\$ 1,372,474,315	\$ 198,205,068	\$ 53,933,700	\$ 44,584,640	\$ 1,669,197,723	82.2	17.8
2010	\$ 1,268,424,640	\$ 196,849,217	\$ 59,579,100	\$ 50,591,580	\$ 1,575,444,537	80.5	19.5
2011	\$ 1,293,728,667	\$ 192,903,411	\$ 57,095,800	\$ 46,150,348	\$ 1,589,878,226	81.4	18.6
2012	\$ 1,296,726,278	\$ 177,190,183	\$ 58,113,600	\$ 46,347,793	\$ 1,578,377,854	82.2	17.8
2013	\$ 1,298,546,821	\$ 169,439,889	\$ 57,347,800	\$ 44,049,599	\$ 1,569,384,109	82.7	17.3
2014	\$ 1,339,427,196	\$ 177,093,210	\$ 57,348,600	\$ 46,806,572	\$ 1,620,675,578	82.6	17.4
2015	\$ 1,415,175,272	\$ 181,829,713	\$ 57,600,100	\$ 47,042,134	\$ 1,701,647,219	83.2	16.8
2016	\$ 1,483,941,972	\$ 187,537,809	\$ 60,162,200	\$ 47,930,565	\$ 1,779,572,546	83.4	16.6
2017	\$ 1,559,356,526	\$ 202,236,252	\$ 62,273,200	\$ 47,768,045	\$ 1,871,634,023	83.3	16.7
<i>Ave</i>	<i>\$ 1,197,416,343</i>	<i>\$ 164,721,670</i>	<i>\$ 50,118,835</i>	<i>\$ 35,365,895</i>	<i>\$ 1,447,622,742</i>	<i>82.4</i>	<i>17.6</i>

TOWN OF MIDDLETON

MEDIAN TAX BILL HISTORICALLY

Fiscal Year	Median Value	Tax Rate	Median Tax Bill
2002	\$ 290,700	\$ 12.13	\$ 3,526.19
2003	\$ 351,100	\$ 11.06	\$ 3,883.17
2004	\$ 386,100	\$ 10.58	\$ 4,084.94
2005	\$ 424,950	\$ 10.19	\$ 4,330.24
2006	\$ 454,100	\$ 9.77	\$ 4,436.56
2007	\$ 479,800	\$ 9.81	\$ 4,706.84
2008	\$ 503,000	\$ 9.69	\$ 4,874.07
2009	\$ 463,250	\$ 10.99	\$ 5,091.12
2010	\$ 432,200	\$ 11.84	\$ 5,117.25
2011	\$ 433,400	\$ 12.17	\$ 5,274.48
2012	\$ 419,050	\$ 12.81	\$ 5,368.03
2013	\$ 422,100	\$ 13.59	\$ 5,736.34
2014	\$ 430,200	\$ 13.90	\$ 5,979.78
2015	\$ 453,600	\$ 13.78	\$ 6,250.61
2016	\$ 479,700	\$ 13.89	\$ 6,663.03
2017	\$ 505,450	\$ 13.95	\$ 7,051.03
average	\$ 453,908		\$ 5,452.26

TOWN OF MIDDLETON

AVERAGE SINGLE FAMILY TAX BILL HISTORICALLY

FY	Total Assessed Value	Parcels	Average Value	% change	Tax Rate	Average Tax Bill	% change	Tax dollar change	Tax Rate Change %
1990	\$ 223,188,500	1,218	\$ 183,242	0.49%	\$ 9.18	\$ 1,682.16	7.26%	\$ 113.89	6.74%
1991	\$ 230,427,075	1,238	\$ 186,128	1.58%	\$ 9.42	\$ 1,753.33	4.23%	\$ 71.17	2.61%
1992	\$ 216,243,490	1,256	\$ 172,168	-7.50%	\$ 10.85	\$ 1,868.03	6.54%	\$ 114.70	15.18%
1993	\$ 216,669,960	1,279	\$ 169,406	-1.60%	\$ 11.16	\$ 1,890.57	1.21%	\$ 22.54	2.86%
1994	\$ 230,494,960	1,338	\$ 172,268	1.69%	\$ 11.70	\$ 2,015.54	6.61%	\$ 124.97	4.84%
1995	\$ 246,056,570	1,410	\$ 174,508	1.30%	\$ 12.00	\$ 2,094.10	3.90%	\$ 78.56	2.56%
1996	\$ 275,104,630	1,472	\$ 186,892	7.10%	\$ 12.90	\$ 2,410.90	15.13%	\$ 316.80	7.50%
1997	\$ 281,264,120	1,523	\$ 184,678	-1.18%	\$ 13.98	\$ 2,581.79	7.09%	\$ 170.89	8.37%
1998	\$ 303,952,070	1,592	\$ 190,925	3.38%	\$ 15.18	\$ 2,898.24	12.26%	\$ 316.44	8.58%
1999	\$ 353,609,170	1,625	\$ 217,606	13.97%	\$ 14.48	\$ 3,150.93	8.72%	\$ 252.69	-4.61%
2000	\$ 372,723,195	1,662	\$ 224,262	3.06%	\$ 15.14	\$ 3,395.32	7.76%	\$ 244.39	4.56%
2001	\$ 474,416,800	1,700	\$ 279,069	24.44%	\$ 13.10	\$ 3,655.80	7.67%	\$ 260.48	-13.47%
2002	\$ 565,527,100	1,728	\$ 327,273	17.27%	\$ 12.13	\$ 3,969.82	8.59%	\$ 314.02	-7.40%
2003	\$ 694,426,400	1,768	\$ 392,775	20.01%	\$ 11.06	\$ 4,344.09	9.43%	\$ 374.28	-8.82%
2004	\$ 773,648,300	1,809	\$ 427,666	8.88%	\$ 10.58	\$ 4,524.71	4.16%	\$ 180.62	-4.34%
2005	\$ 849,153,100	1,843	\$ 460,745	7.73%	\$ 10.19	\$ 4,694.99	3.76%	\$ 170.28	-3.69%
2006	\$ 938,938,300	1,870	\$ 502,106	8.98%	\$ 9.77	\$ 4,905.58	4.49%	\$ 210.58	-4.12%
2007	\$ 1,007,340,800	1,908	\$ 527,956	5.15%	\$ 9.81	\$ 5,179.25	5.58%	\$ 273.68	0.41%
2008	\$ 1,062,068,700	1,921	\$ 552,873	4.72%	\$ 9.69	\$ 5,357.34	3.44%	\$ 178.09	-1.22%
2009	\$ 991,316,600	1,934	\$ 512,573	-7.29%	\$ 10.99	\$ 5,633.18	5.15%	\$ 275.84	13.42%
2010	\$ 932,230,800	1,946	\$ 479,050	-6.54%	\$ 11.84	\$ 5,671.95	0.69%	\$ 38.77	7.73%
2011	\$ 952,586,500	1,949	\$ 488,757	2.03%	\$ 12.17	\$ 5,948.17	4.87%	\$ 276.22	2.79%
2012	\$ 944,580,300	1,962	\$ 481,437	-1.50%	\$ 12.81	\$ 6,167.21	3.68%	\$ 219.05	5.26%
2013	\$ 939,391,200	1,973	\$ 476,123	-1.10%	\$ 13.59	\$ 6,470.52	4.92%	\$ 303.30	6.09%
2014	\$ 966,055,500	1,994	\$ 484,481	1.76%	\$ 13.90	\$ 6,734.29	4.08%	\$ 263.77	2.28%
2015	\$ 1,017,513,500	2,011	\$ 505,974	4.44%	\$ 13.78	\$ 6,972.32	3.53%	\$ 238.03	-0.86%
2016	\$ 1,075,006,100	2,040	\$ 526,964	4.15%	\$ 13.89	\$ 7,319.53	4.98%	\$ 347.21	0.80%
2017	\$ 1,132,670,200	2,060	\$ 549,840	4.34%	\$ <u>13.95</u>	\$ 7,670.27	4.79%	\$ 350.74	0.43%
ave	\$ 620,015,768	\$ 1,681	\$ 343,797	7.38%	\$ 12.09	\$ 4,131.18	6.07%	\$ 215.97	0.407%

TOWN OF MIDDLETON
ANNUAL GROWTH COMPARISON

FISCAL YEAR	GROWTH IN VALUE	RES %	CIP %	RES. GROWTH DOLLARS	C.I.P. GROWTH DOLLARS	GROWTH IN TAX DOLLARS	% FROM PREV. YR
2000	\$ 19,007,843	88.53%	11.47%	\$ 243,677.71	\$ 31,555.86	\$ 275,234	
2001	\$ 16,712,583	94.75%	5.25%	\$ 239,737.55	\$ 13,290.95	\$ 253,029	-8.1%
2002	\$ 43,080,111	80.54%	19.46%	\$ 454,512.39	\$ 109,837.07	\$ 564,349	123.0%
2003	\$ 32,539,120	88.22%	11.78%	\$ 348,209.85	\$ 46,489.68	\$ 394,700	-30.1%
2004	\$ 63,586,770	84.44%	15.56%	\$ 593,867.81	\$ 109,401.87	\$ 703,270	78.2%
2005	\$ 70,637,983	64.71%	35.29%	\$ 483,595.56	\$ 263,754.30	\$ 747,350	6.3%
2006	\$ 69,663,680	94.50%	5.50%	\$ 670,846.42	\$ 39,026.48	\$ 709,873	-5.0%
2007	\$ 84,770,650	87.97%	12.03%	\$ 728,549.88	\$ 99,659.37	\$ 828,209	16.7%
2008	\$ 70,041,297	63.19%	36.81%	\$ 434,198.45	\$ 252,906.68	\$ 687,105	-17.0%
2009	\$ 33,724,530	54.38%	45.62%	\$ 177,696.62	\$ 149,094.08	\$ 326,791	-52.4%
2010	\$ 20,427,997	55.84%	44.16%	\$ 125,351.91	\$ 99,151.78	\$ 224,504	-31.3%
2011	\$ 30,206,572	80.27%	19.73%	\$ 287,067.04	\$ 70,578.77	\$ 357,646	59.3%
2012	\$ 26,403,375	66.55%	33.45%	\$ 213,834.38	\$ 107,494.69	\$ 321,329	-10.2%
2013	\$ 24,079,969	93.36%	6.64%	\$ 287,989.44	\$ 20,474.97	\$ 308,464	-4.0%
2014	\$ 39,604,506	84.43%	15.57%	\$ 454,401.08	\$ 83,824.15	\$ 538,225	74.5%
2015	\$ 38,652,728	84.53%	15.47%	\$ 454,152.78	\$ 83,120.14	\$ 537,273	-0.2%
2016	\$ 37,722,469	63.09%	36.91%	\$ 327,930.71	\$ 191,884.92	\$ 519,816	-3.2%
2017	\$ 34,000,021	58.84%	41.16%	\$ 277,866.67	\$ 194,393.62	\$ 472,260	-9.1%
AVERAGE	\$ 41,936,789	77.12%	22.88%	\$ 377,971.46	\$ 109,218.85	\$ 487,190	11%

TOWN OF MIDDLETON
AVERAGE CONDOMINIUM TAX BILL HISTORICALLY

FY	Total Assessed Value	Parcels	Average Value	Value % change	Tax Rate	Condominium Tax Bill	Tax Dollar Change	% bill change
2000	\$ 80,797,080	390	\$ 207,172		\$ 15.14	\$ 3,136.58		
2001	\$ 99,945,400	391	\$ 255,615	23.38%	\$ 13.10	\$ 3,348.55	\$ 211.97	7%
2002	\$ 129,073,900	405	\$ 318,701	24.68%	\$ 12.13	\$ 3,865.84	\$ 517.29	15%
2003	\$ 135,206,300	405	\$ 333,843	4.75%	\$ 11.06	\$ 3,692.30	\$ (173.54)	-4%
2004	\$ 156,870,800	441	\$ 355,716	6.55%	\$ 10.58	\$ 3,763.48	\$ 71.18	2%
2005	\$ 172,028,400	461	\$ 373,164	4.90%	\$ 10.19	\$ 3,802.54	\$ 39.06	1%
2006	\$ 210,937,200	498	\$ 423,569	13.51%	\$ 9.77	\$ 4,138.27	\$ 335.73	9%
2007	\$ 266,538,400	615	\$ 433,396	2.32%	\$ 9.81	\$ 4,251.61	\$ 113.35	3%
2008	\$ 279,522,300	723	\$ 386,615	-10.79%	\$ 9.69	\$ 3,746.29	\$ (505.32)	-12%
2009	\$ 265,055,044	729	\$ 363,587	-5.96%	\$ 10.99	\$ 3,995.82	\$ 249.53	7%
2010	\$ 232,015,241	737	\$ 314,810	-13.42%	\$ 11.84	\$ 3,727.35	\$ (268.47)	-7%
2011	\$ 238,042,684	757	\$ 314,455	-0.11%	\$ 12.17	\$ 3,826.92	\$ 99.57	3%
2012	\$ 252,582,516	773	\$ 326,756	3.91%	\$ 12.81	\$ 4,185.75	\$ 358.83	9%
2013	\$ 260,502,427	795	\$ 327,676	0.28%	\$ 13.59	\$ 4,453.12	\$ 267.37	6%
2014	\$ 270,968,527	822	\$ 329,645	0.60%	\$ 13.90	\$ 4,582.07	\$ 128.95	3%
2015	\$ 291,257,466	839	\$ 347,148	5.31%	\$ 13.78	\$ 4,783.70	\$ 201.63	4%
2016	\$ 305,591,746	841	\$ 363,367	4.67%	\$ 13.89	\$ 5,047.17	\$ 263.46	6%
2017	\$ 326,600,946	847	\$ 385,597	6.12%	\$ 13.95	\$ 5,379.08	\$ 331.91	7%
Average	\$ 220,752,021	637	\$ 342,268.5	4.16%	\$ 12.13	\$ 4,095.91	\$ 131.91	3%

TOWN OF MIDDLETON

SINGLE FAMILY RANGE OF VALUES HISTORICALLY

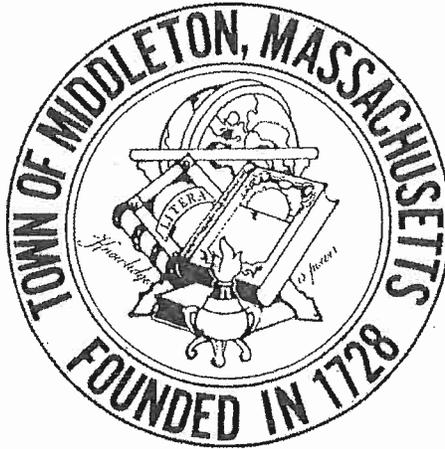
Single Family		FY11		FY12		FY13		FY14		FY15		FY16		FY17	
Range		Number	%												
\$ -	\$ 99,999	1	0.05%	1	0.05%	1	0.05%	2	0.10%	2	0.10%	2	0.10%	1	0.05%
\$ 100,000	\$ 199,999	2	0.10%	5	0.25%	5	0.25%	6	0.30%	8	0.40%	1	0.05%	2	0.10%
\$ 200,000	\$ 299,999	220	11.29%	301	15.34%	312	15.82%	233	11.69%	216	10.74%	123	6.03%	118	5.75%
\$ 300,000	\$ 399,999	609	31.25%	583	29.71%	591	29.97%	633	31.75%	527	26.21%	493	24.17%	456	22.23%
\$ 400,000	\$ 499,999	325	16.68%	306	15.60%	285	14.45%	327	16.40%	388	19.29%	468	22.94%	435	21.21%
\$ 500,000	\$ 599,999	269	13.80%	246	12.54%	304	15.42%	313	15.70%	290	14.42%	301	14.75%	276	13.46%
\$ 600,000	\$ 699,999	281	14.42%	248	12.64%	225	11.41%	237	11.89%	295	14.67%	331	16.23%	325	15.85%
\$ 700,000	\$ 799,999	150	7.70%	163	8.31%	156	7.91%	132	6.62%	154	7.66%	159	7.79%	214	10.43%
\$ 800,000	\$ 899,999	40	2.05%	56	2.85%	48	2.43%	46	2.31%	52	2.59%	80	3.92%	122	5.95%
\$ 900,000	\$ 999,999	18	0.92%	22	1.12%	18	0.91%	19	0.95%	26	1.29%	34	1.67%	45	2.19%
\$ 1,000,000	\$ 1,099,999	17	0.87%	14	0.71%	12	0.61%	20	1.00%	15	0.75%	18	0.88%	21	1.02%
\$ 1,100,000	\$ 1,199,999	6	0.31%	6	0.31%	4	0.20%	5	0.25%	15	0.75%	7	0.34%	11	0.54%
\$ 1,200,000	\$ 1,299,999	4	0.21%	4	0.20%	4	0.20%	10	0.50%	3	0.15%	6	0.29%	6	0.29%
\$ 1,300,000	\$ 1,399,999	2	0.10%	3	0.15%	3	0.15%	1	0.05%	8	0.40%	4	0.20%	4	0.20%
\$ 1,400,000	\$ 1,499,999	2	0.10%	1	0.05%	1	0.05%	4	0.20%	2	0.10%	4	0.20%	5	0.24%
\$ 1,500,000	\$ 1,599,999	0	0.00%	0	0.00%	0	0.00%	2	0.10%	4	0.20%	3	0.15%	2	0.10%
\$ 1,600,000	\$ 1,999,999	2	0.10%	2	0.10%	2	0.10%	3	0.15%	3	0.15%	5	0.25%	6	0.29%
\$ 2,000,000	\$ 2,999,999	1	0.05%	1	0.05%	1	0.05%	1	0.05%	3	0.15%	1	0.05%	2	0.10%
\$ 3,000,000		0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
		1949	100.00%	1962	100.00%	1972	100.00%	1994	100.00%	2011	100.00%	2040	100.00%	2051	100.00%

TOWN OF MIDDLETON

CONDOMINIUM RANGE OF VALUES HISTORICALLY

Condominium		FY07		FY08		FY11		FY12		FY13		FY14		FY15		FY16		FY17	
Range		Number	%																
\$ -	\$ 99,999	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
\$ 100,000	\$ 199,999	1	0.16%	3	0.41%	48	6.34%	57	7.37%	60	7.55%	63	7.66%	49	5.84%	42	4.99%	9	1.06%
\$ 200,000	\$ 299,999	104	17.02%	228	31.54%	370	48.88%	333	43.08%	331	41.64%	348	42.34%	347	41.36%	285	33.89%	229	27.07%
\$ 300,000	\$ 399,999	197	32.24%	177	24.48%	171	22.59%	203	26.26%	213	26.79%	186	22.63%	172	20.50%	228	27.11%	287	33.92%
\$ 400,000	\$ 499,999	182	29.79%	182	25.17%	109	14.40%	103	13.32%	114	14.34%	142	17.27%	158	18.83%	160	19.02%	157	18.56%
\$ 500,000	\$ 599,999	71	11.62%	71	9.82%	52	6.87%	62	8.02%	62	7.80%	65	7.91%	86	10.25%	90	10.70%	105	12.41%
\$ 600,000	\$ 699,999	54	8.84%	59	8.16%	6	0.79%	7	0.91%	7	0.88%	14	1.70%	23	2.74%	26	3.09%	40	4.73%
\$ 700,000	\$ 799,999	1	0.16%	3	0.41%	1	0.13%	7	0.91%	7	0.88%	4	0.49%	4	0.48%	10	1.19%	19	2.25%
\$ 800,000	\$ 899,999	1	0.16%	0	0.00%	0	0.00%	1	0.13%	1	0.13%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
\$ 900,000	\$ 999,999	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
		611	100.00%	723	100.00%	757	100.00%	773	100.00%	795	100.00%	822	100.00%	839	100.00%	841	100.00%	846	100.00%

TOWN OF MIDDLETON



BOARD OF SELECTMEN TAX CLASSIFICATION HEARING PACKET

FISCAL YEAR 2017

DECEMBER 6, 2016

**PREPARED BY THE
BOARD OF ASSESSORS**

**PATRICIA A. OHLSON M.A.A., CHMN.
JEFFREY P. GARBER, CLERK
DEBORAH J. CARBONE M.A.A.**

**BRADFORD W. SWANSON M.A.A.
ASSISTANT ASSESSOR**

This information is intended to provide the Board of Selectmen with the necessary information to conduct a Public Hearing on the tax classification options available under the Massachusetts General Laws.

During the State mandated Classification Hearing, the Board of Selectmen must vote on the following in order to establish a tax rate:

1. OPEN SPACE DISCOUNT:

Open space is land maintained in an open or natural condition which contributes significantly to the benefit and enjoyment of the public and which is not

- **subject to a permanent conservation restriction;**
- **held for the production of income;**
- **taxable under the provisions of**
 - **Chapter 61 (forest land)**
 - **Chapter 61A (farm land)**
 - **Chapter 61B (recreation land).**

The Board of Selectmen may discount up to 25% of the Open Space share of taxes.

The Board of Assessors has determined that Middleton does not have any Open Space land.

2. RESIDENTIAL EXEMPTION:

The Board of Selectmen may adopt an exemption of up to 20% to shift the Residential Class tax burden from lower assessed properties that are the principal residence of a taxpayer to higher assessed properties and properties that are not the principal residence of a taxpayer.

RESIDENTIAL CLASS VALUE	\$	1,559,356,526
PARCELS		3,304
AVERAGE	\$	471,960
EXEMPTION %		20%
EXEMPT VALUE/PARCEL	\$	94,392
PARCELS		3,304
TOTAL EXMPT VALUE	\$	(311,871,305)
NEW RESDTL VALUE	\$	1,247,485,221
RESIDENTIAL TAXES	\$	21,753,024
NEW RESDTL TAX RATE	\$	17.44

EXAMPLES

ASSESSED VALUE	\$	321,960	\$	471,960	\$	621,960
TAX RATE W/O EXEMPTION	\$	13.95	\$	13.95	\$	13.95
TAXES PAID	\$	4,491.34	\$	6,583.84	\$	8,676.34
SAVINGS/COSTS	\$	(523.13)	\$	-	\$	523.12
TAXES PAID	\$	3,968.22	\$	6,583.84	\$	9,199.47
TAX RATE W/O EXEMPTION	\$	17.44	\$	17.44	\$	17.44
NEW ASSESSED VALUE	\$	227,568	\$	377,568	\$	527,568
EXEMPT VALUE/PARCEL	\$	(94,392)	\$	(94,392)	\$	(94,392)
ASSESSED VALUE	\$	321,960	\$	471,960	\$	621,960

3. SMALL COMMERCIAL EXEMPTION:

The Board of Selectmen may adopt an exemption of up to 10% to shift the Commercial Class tax burden from eligible parcels to ineligible parcels. Eligible parcels must have a valuation of less than \$1,000,000 and be owned by a business that employees fewer than 10 employees as certified by the Department of Workforce Development- Division of Unemployment Assistance to the Board of Assessors. The mechanics of the Small Commercial Exemption are similar to the Residential Exemption.

The Board of Assessors has determined that there are no eligible parcels in Middleton.

4. CLASSIFICATION:

The Board of Selectmen may shift the Town's tax burden from the Residential Class to the Commercial, Industrial and Personal Property Classes as long as the shift does not exceed the Minimum Residential Factor. Middleton's Minimum Residential Factor is 89.98%. This means that no more than 10.02% of the residential Class burden can be shifted to the Commercial, Industrial and Personal Property Classes.

The following page contains information on the impact of any shift of the tax burden.

Town of Middleton

Classification Hearing

CLASS	VALUE	PERCENT	RATE 100%	RATE 110%	RATE 125%	RATE 150%	TAXES PAID 100%	TAXES PAID 110%	TAXES PAID 125%	TAXES PAID 150%
1. RESIDENTIAL	\$ 1,559,356,526	83.32%	\$ 13.95	\$ 13.67	\$ 13.25	\$ 12.55	\$ 21,753,024	\$ 21,317,396	\$ 20,663,956	\$ 19,574,888
2. OPEN SPACE	\$ -	0.00%	\$ 13.95	\$ 15.35	\$ 17.44	\$ 20.93	\$ -	\$ -	\$ -	\$ -
3. COMMERCIAL	\$ 202,236,252	10.81%	\$ 13.95	\$ 15.35	\$ 17.44	\$ 20.93	\$ 2,821,196	\$ 3,103,315	\$ 3,526,495	\$ 4,231,794
4. INDUSTRIAL	\$ 62,273,200	3.33%	\$ 13.95	\$ 15.35	\$ 17.44	\$ 20.93	\$ 868,711	\$ 955,582	\$ 1,085,889	\$ 1,303,067
5. PERSONAL	\$ 47,768,045	2.55%	\$ 13.95	\$ 15.35	\$ 17.44	\$ 20.93	\$ 666,364	\$ 733,001	\$ 832,955	\$ 999,546
	<u>\$ 1,871,634,023</u>	<u>100.00%</u>					<u>\$ 26,109,295</u>	<u>\$ 26,109,295</u>	<u>\$ 26,109,295</u>	<u>\$ 26,109,295</u>

CLASS	PARCELS	AVE VALUE	RATE 100%	RATE 110%	RATE 125%	RATE 150%	AVE TAXES PAID @ 100%	AVE TAXES PAID @ 110%	AVE TAXES PAID @ 125%	AVE TAXES PAID @ 150%
1. RESIDENTIAL	3304	\$ 471,960	\$ 13.95	\$ 13.67	\$ 13.25	\$ 12.55	\$ 6,584	\$ 6,452	\$ 6,254	\$ 5,925
2. OPEN SPACE	0	\$ -	\$ 13.95	\$ 15.35	\$ 17.44	\$ 20.93	\$ -	\$ -	\$ -	\$ -
3. COMMERCIAL	185	\$ 1,093,169	\$ 13.95	\$ 15.35	\$ 17.44	\$ 20.93	\$ 15,250	\$ 16,775	\$ 19,062	\$ 22,875
4. INDUSTRIAL	57	\$ 1,092,512	\$ 13.95	\$ 15.35	\$ 17.44	\$ 20.93	\$ 15,241	\$ 16,765	\$ 19,051	\$ 22,861
5. PERSONAL	271	\$ 176,266	\$ 13.95	\$ 15.35	\$ 17.44	\$ 20.93	\$ 2,459	\$ 2,705	\$ 3,074	\$ 3,688
AVERAGE SINGLE FAMILY HOUSE TAX SAVINGS @ CLASSIFIED RATE		\$ 549,840	\$ 13.95	\$ 13.67	\$ 13.25	\$ 12.55	\$ 7,670	\$ 7,517 \$ (154)	\$ 7,286 \$ (384)	\$ 6,902 \$ (768)
TAX COSTS @ CLASSIFIED RATE AVERAGE C&I PROPERTY		\$ 1,093,014	\$ 13.95	\$ 15.35	\$ 17.44	\$ 20.93	\$ 15,248	\$ 16,772 \$ 1,525	\$ 19,059 \$ 3,812	\$ 22,871 \$ 7,624

*Tax Rate is for Classification purposes only. Growth and final values not yet certified by D.O.R.

Name	Manager	Address 1
114 Used Car Superstore	Emily Blonder	184-186 North Main St
Angelica's Restaurant	Chris A. Kourkoulis,	49 South Main St
Augustus P. Gardner Post #227	Ted Butler	69 River St.
Auto Choice of Peabody Inc	Glen Pierce	69 North Main St
Blue Fin Restaurant	Ganesh Bahadur Thapa	260 South Main St.
Boston Executive Coach		174 Lake St
Bouchard's Auto Service	Albert Cappucci	232 Maple Street
Brian Pollock		P O Box 497
Captain Pizza	Demetria Captain	227R Maple St
Cash for Gold		251 So Main St
Charlie's Roast Beef	Kleanth Oirjazi	152B So Main Street
China Villa	Carol N. Pelletier	239 Maple St.
Colby Co Enterprises (Dairy Queen)	Linda Colby	250 So Main St
Cumberland Farms		4 So Main St
Danvers Fish & Game Club	Treasurer	20 Birch Road
Discount Auto Sales	Jeffrey Garber	73 North Main St
Double Tree	Elena Hargraves	51 Village Rd.
Eva's Farm Butcher Shop		210 A So Main St
Extra Innings, Inc	Robert Nash	264 So Main St
Fabio Donuts, Inc		260 So Main St
Fabio Donuts, Inc		29 So Main St
Farmer Brown's Barn		210 Maple St
Ferncroft Country Club 19th Hole	Ronald E. Rice	SD Management Group, LLC
Freddy's Place		214 A So Main St
Haileys Restaurant	Spero J. N. Demakes	245 South. Main St
J & A Convenience (Fast Freddie's Gas)	Ritaben Patel	265 So Main St
J & J Paikos, Inc. (Dave's Liquors)	James J. Paikos	170 N Main St
J & M Convenience (Richdale)	Mukesh Patel	23-29 So Main St
J C Grill Pizza Convenience		323 No Main St
Johnny Car Craft Auto Wholesale	John S. Nicholls	6 Campbell Rd
Joseph Griffin, Griffs Auto	Joseph Griffin III	7 Second Ave
Libre Livery Service	Lisa Sheehan	73 Fuller Pond Road
Lisha & Nirali Fuel Inc.		223 Maple St

5+6

Name	Manager	Address 1
Luv Kush (Howe Station)	Dipak Karia	229 Maple St
Madhukanta Marketing (Middleton Beer and Wine)	Kush Karia	251 So Main St
Maggies Farm	Laura Balestraci	119 South Main St.
Maple St Donuts LLC		241 Maple St
Mark B. Blechman		464 Boston Post Road
McDonalds	McDonalds 255 So Main St	200 Monsignor O'Briently
Middleton Golf	William George	105 So Main St
Middleton House of Pizza Inc.		251 B So Main St
Mike's Discount Liquors (Rusty's Alan Karahalis)	Magdy Ghaly	21 S Main St
Milton Pollock		14 Essex St
Muzichuk Garage Inc.	Paul Muzichuk	295 North Main St P O Box 822
North 5 Auto Sales	Joseph Mazzochia	6 Dolan Drive
Omega Pizza	Ardian Kadeli	232 So Main St
OptiGolf/ The Club House Golf and Entertainment	Joseph Piemonte/Wayne Pasanen	216-220 S. Main St
Panini Pizza		15 No Main St
Paradise Springs Corp		28 Lonergan Road
Parisi Hill LLC (Boston Tesoro)		119 So Main St
RC Auto Group	Richard A. Cardinale	28 Campbell Rd
Richardson Dairy		156 So Main St
Robert's Motor Group	Robert Malerba	5 Forms Way, Unit #2
Ronald Pollock		14 Essex St
RPD Donuts Inc.		323 No Main St
Rte 114 Golf Driving Range & Minature Golf	Jonathan Nekoroski	160 South Main St
Ruggieri's		170 No Main St Unit 5
S & H Richdale		152A So Main St
Siam Grill 88	Kitchanan Wong	242 South Main St
Sol Bean		119 So Main St
Stephen Cyr		895 Salem Street
Subway		259 So Main St
Teresa's Italian Eatery	Nicholas A. Yebba, Jr	149 South Main St
Vinum Wine Shop Inc	John Miller	210B So Main St



Council on Aging
Old Town Hall
38 Maple Street
Middleton, MA. 01949
978-777-4067
www.townofmiddleton.org



November 28, 2016

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

Re: Food Pantry Donation/GTG, Inc.

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,

Susan Gannon
COA Director/Food Pantry Admin.

A donation has been made payable to the Middleton Food Pantry for the following:

Date: 10/31/16

Name: GTG, Inc.

Donation: \$2,450.00	Check Number:	36290	\$490.00
		36291	\$490.00
		36292	\$490.00
		36293	\$490.00
		36294	\$490.00

This donor would like to remain anonymous Yes X **No**

Donation is in memory of or to honor:



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Old Town Hall
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Middleton, MA. 01949
978-777-4067
www.townofmiddleton.org



November 28, 2016

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

Re: Food Pantry Donation/NEW ENGLAND BIO LABS, INC.

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,

Susan Gannon
COA Director/Food Pantry Admin.

A donation has been made payable to the Middleton Food Pantry for the following:

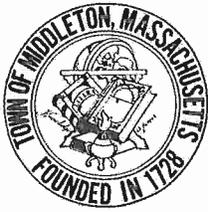
Date: 11/21/16

Name: NEW ENGLAND BIO LABS, Inc.

Donation: \$2,000.00 Check Number: 156745

This donor would like to remain anonymous Yes X **No**

Donation is in memory of or to honor:



Council on Aging
Old Town Hall
38 Maple Street
Middleton, MA. 01949
978-777-4067
www.townofmiddleton.org



November 28, 2016

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

Re: Food Pantry Donation/2 DEPOT SQUARE IPSWICH CHARITABE FOUNDATION

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,



Susan Gannon
COA Director/Food Pantry Admin.

A donation has been made payable to the Middleton Food Pantry for the following:

Date: 11/14/16

Name: 2 DEPOT SQUARE IPSWICH CHARITABE FOUNDATION

Donation: \$5,000.00 Check Number: 1800

This donor would like to remain anonymous Yes X **No**

Donation is in memory of or to honor:

AGREEMENT OF SETTLEMENT

Parties

1. The Town of Middleton (the "Town") is a body politic of the Commonwealth of Massachusetts with its municipal offices located at 48 South Main Street, Middleton, Massachusetts.
2. Natsue Realty Trust (the "Trust") is a real estate trust dated September 2, 1969, u/d/t recorded in the Essex South District Registry of Deeds, Book 5762, Page 493 (hereafter, the "Trust"). The Trustees of the Trust are David L. Quinn, Michael Gallugi and Brian D. McGrail.
3. D.L. Quinn Co., Inc. ("Quinn") is a corporation of the Commonwealth of Massachusetts, with its principal place of business located at 5 Natsue Way, Middleton, Massachusetts.

Recitals

WHEREAS, the Trust owns the property on Natsue Way in Middleton, shown as Lots 1, 2 and 3 and Parcel A on the May 12, 2008 Sketch Plan of Hayes Engineering, Inc., annexed hereto as Exhibit 1 (the "Exhibit 1 Plan") (collectively, the "Original Trust Property");

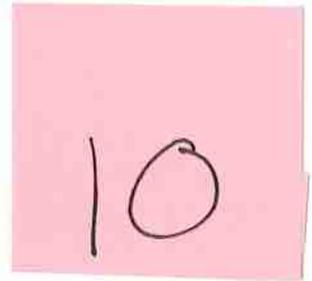
WHEREAS, Quinn operates a business at the Original Trust Property;

WHEREAS, the Town formerly operated a municipal landfill at or in the vicinity of the property formerly owned by Richardson Green, Inc., shown as Lot 6G, Lot 6F and Lot 6D on a Plan of Land dated July 15, 2014 and annexed hereto as Exhibit 2 (the "Exhibit 2 Plan") (the "Former Richardson Green Property"), which the Town purchased in November 2014, and at or in the vicinity of the Original Trust Property;

WHEREAS, the Trust and Quinn have asserted a claim against the Town relating to the condition at the Original Trust Property caused by the former landfill use by the Town;

WHEREAS, the parties cannot agree as to who is responsible for the conditions at the Original Trust Property; and

WHEREAS, in order to amicably resolve their differences and avoid the cost and uncertainty of litigation, the parties have agreed, among other things, for the Trust to transfer a certain portion of the Original Trust Property, that being shown as Lot 2 on the January 25, 2016 Plan of Land by Hayes Engineering, Inc., annexed hereto as Exhibit 3 (the "Exhibit 3 Plan"), to



the Town in consideration for the Town's agreement to accept responsibility for the conditions at the Original Trust Property caused by the former landfill use, similar to what the Town has done with respect to the adjoining Former Richardson Green Property;

WHEREAS, upon transferring Lot 2 as shown on the Exhibit 3 Plan to the Town the remaining land owned by the Trust will consist of Lot 1 as shown on the Exhibit 3 Plan and Lots 1, 2, and 3 as shown on the Exhibit 1 Plan (collectively, the "Remaining Trust Property");

NOW THEREFORE, the parties hereby agree, this ____ day of December, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as follows:

Terms of Agreement

1. Conveyance of Property by the Trust to the Town. Subject to the satisfaction of the conditions stated in Section 5, below, the Trust will convey to the Town good and clear title to Lot 2 as shown on the Exhibit 3 Plan, consisting of 17,255 square feet ±.

2. Town Responsibility for Environmental Use Conditions. Upon conveyance by the Trust to the Town of Lot 2 as shown on the Exhibit 3 Plan, the Town will assume responsibility for the solid waste and oil and hazardous materials present on or from said Lot 2 and on or from the Remaining Trust Property, as of the date of this Agreement, in any manner related to or caused by the former landfill use by the Town, and will address those conditions and conduct all environmental response and other actions required in accordance with applicable laws and regulations and the requirements of the Massachusetts Department of Environmental Protection ("DEP"), including but not limited to the Massachusetts Contingency Plan, 310 CMR 40.0000 ("MCP"), governing responses to releases or threats of releases of oil or hazardous materials and, as applicable, 310 CMR 19.000, governing landfill assessment and closure, post-closure use, and solid waste management. The Trust agrees to sign an Activity and Use Limitation ("AUL") for Lot 1 as shown on the Exhibit 3 Plan if reasonably required for the Town to achieve a Permanent Solution, in accordance with the MCP, which AUL shall not prohibit, restrict or limit commercial or industrial use of said Lot 1.

3. Obligations to Run With the Land. The obligations of the Town under this Agreement shall be incorporated into the Deed for Lot 2 as shown on the Exhibit 3 Plan into the Town, shall run with the land, and shall inure to the benefit of the successors and assigns of the Trust and Quinn and to subsequent owners of the Remaining Trust Property.

4. Use/Conveyance by Trust of Lot 1. The Trust agrees not to change the use of Lot 1 as shown on the Exhibit 3 Plan from its current use or as authorized by Town zoning requirements. If the Trust conveys Lot 1 as shown on the Exhibit 3 Plan or any portion thereof, the Trust shall include in the Deed to the grantee a provision running with the land prohibiting residential or other use on said Lot 1 that would materially alter the MCP risk characterization standards applicable for the Town to achieve final site closure for said Lot 1.

5. Contingencies.

(a) This Agreement is conditioned upon the Trust receiving any necessary permits and approvals, satisfactory to the Trust, within seventy-five (75) days after the signing of this Agreement, to allow for (i) the current existing uses by the Trust and/or Quinn on the Original Trust Property (including the existing buildings and structures), to legally, remain, take place, or occur on the Remaining Trust Property (after the conveyance of Lot 2 as shown on the Exhibit 3 Plan to the Town); and (ii) any other uses, that are allowed in the applicable zoning district by right or by special permit, to legally take place or occur on the Remaining Trust Property (after the conveyance of Lot 2 as shown on the Exhibit 3 Plan to the Town); and (iii) to allow parking of vehicles on Lot 1 as shown on the Exhibit 3 Plan as part of or in conjunction with said uses. The Town will recommend and support and assist the Trust's requests or applications for any such permits and approvals. Failure of which, The Trust and Quinn may,

upon written notice to the Town terminate this Agreement, at which time all obligations of the parties under this Agreement shall cease.

(b) This Agreement is conditioned upon the right of the Town to conduct an Environmental Site Assessment of the Original Trust Property (the "Assessment") within seventy-five (75) days after the signing of this Agreement (the "Assessment Period"). In the event that the Assessment discloses a Reportable Condition of oil or hazardous material not caused by or related to the former landfill use, the Town may, upon written notice to the Trust and Quinn within five (5) days following the expiration of the Assessment Period, terminate this Agreement, at which time all obligations of the parties under this Agreement shall cease, unless the Trust or Quinn agrees to accept responsibility for the non-landfill use Reportable Condition(s) within thirty (30) days after receipt of the Town's notice of termination, in which event this Agreement shall remain in full force and effect.

(c) The conveyance of land by the Trust to the Town, as contemplated in Section 1 above, shall not occur until the conditions referenced in both Section 5 (a) and 5 (b) have been satisfied. Furthermore, once the conveyance of land by the Trust to the Town, as contemplated in Section 1 above, occurs then the right of either party to terminate this Agreement shall cease.

6. Access to Trust Property After Conveyance. Following the conveyance of Lot 2 as shown on the Exhibit 3 Plan to the Town, the Trust shall provide, upon reasonable advance written notice, access to the Remaining Trust Property, to the extent necessary, to the Town and its representatives, engineers and consultants, for the purpose of testing, monitoring or performing other environmental response actions required pursuant to Section 2, above.

Performance of such response actions shall be conditioned upon execution by the Town and its contractor/consultant of the Site Access Agreement annexed hereto as Exhibit 4.

7. Indemnity. The Town will defend, indemnify and hold the Trust and Quinn harmless from and against any costs, damages, fines or penalties, and all claims or causes of action by third-parties (including but not limited to DEP, other governmental authorities and private parties) relating to any condition on or from Lot 2 as shown on the Exhibit 3 Plan and on or from the Remaining Trust Property caused by or resulting from the Town's former landfill operation and use.

8. Mutual Releases.

(a) Subject to the obligations of the Town set forth in this Agreement, the Trust, and its trustees, beneficiaries, agents, successors and assigns, and Quinn, and its officers, shareholders, directors, predecessors and successors in interest, subsidiaries, affiliates, servants, agents, attorneys and assigns, hereby release and discharge the Town, and its representatives, agents, servants and assigns, from and against any and all claims, demands, costs, damages, causes of action, contracts and liabilities, of any kind whatsoever, relating to or caused by the operation or use by the Town of the former landfill at or in the vicinity of the Original Trust Property including but not limited to subsurface or environmental conditions.

(b) Subject to the obligations of the Trust and Quinn set forth in this Agreement, the Town, and its representatives, agents, servants and assigns, hereby releases and discharges the Trust, and its trustees, beneficiaries, agents, successors and assigns, and Quinn, and its officers, shareholders, directors, predecessors and successors in interest, subsidiaries, affiliates, servants, agents, attorneys and assigns, from and against any and all claims, demands, costs, damages, causes of action, contracts and liabilities, of any kind whatsoever, relating to or

caused by the operation or use by the Town of the former landfill at or in the vicinity of the Original Trust Property, including but not limited to subsurface or environmental conditions.

9. Representations and Warranties. The parties represent and warrant to and agree with each other as follows:

(a) Each party has received independent legal advice from attorneys of their choice with respect to the advisability of making this settlement and the releases provided herein and with respect to the advisability of executing this Agreement.

(b) There are no other agreements or understandings between the parties hereto relating to the matters and releases referred to in this Agreement.

(c) The parties hereto and their counsel have made such investigations of the facts pertaining to the releases contained herein as they deem necessary.

(d) The terms of this Agreement are contractual and are the result of negotiation among the parties.

(e) This Agreement has been carefully read by each of the parties and the contents thereof are known and understood by each of the parties. This Agreement is signed freely by each party executing it.

(f) Each party covenants and agrees not to bring any action, claim, suit or proceeding against any party hereto directly or indirectly regarding or relating to the matters released hereby, and each further covenants and agrees that this Agreement is a bar to any claim, action, suit or proceeding.

10. Severability. If any provision of this Agreement is contrary to applicable law, or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

11. Counterparts. This Agreement may be signed in counterparts separately by each party to this Agreement, and all the executed pages shall be appended to the original Agreement, and all of which when executed, shall constitute a duly executed and integrated Agreement.

12. Modifications. This Agreement may not be amended, cancelled, revoked or otherwise modified except by written agreement signed by the parties.

13. Applicable Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals.

D.L. QUINN CO., INC.

Witness

By _____

NATSUE WAY REALTY TRUST

Witness

By _____
David L. Quinn, Trustee

Witness

By _____
Michael Gallugi, Trustee

Witness

By _____
Brian D. McGrail, Trustee

TOWN OF MIDDLETON

Witness

By _____

Sketch Plan in MIDDLETON, MASS.

Hoyes Engineering, Inc.
Civil Engineers & Land Surveyors
603 Salem Street
Wakefield, MA 01880

Telephone: 781.246.2800
Facsimile: 781.246.7596
www.hoyeseng.com

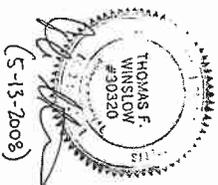
Hoyes

Scale: 1" = 60'

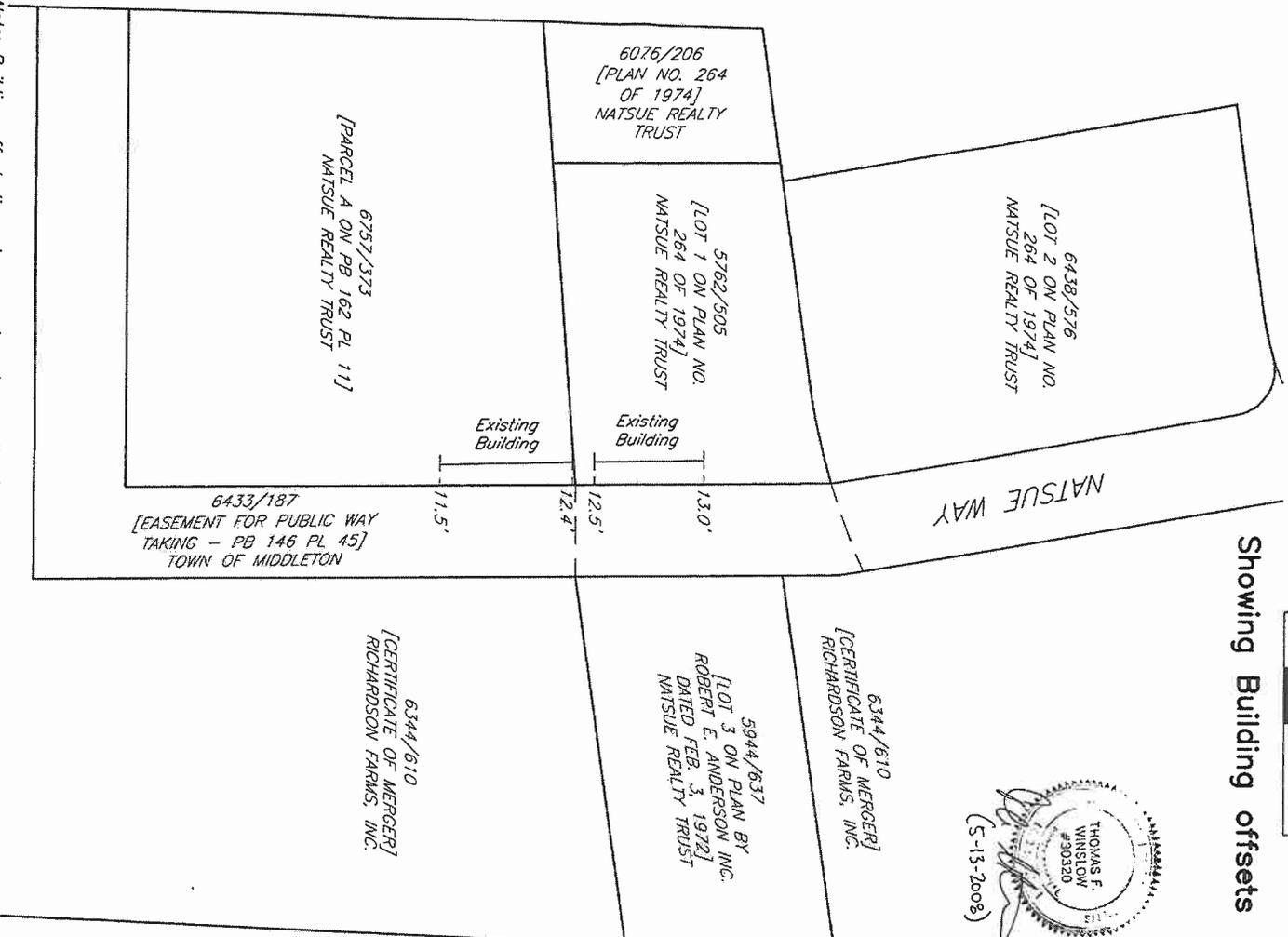


May 12, 2008

Showing Building offsets



(5-13-2008)



Note: Building offset dimensions are based upon the following sources of information from the files of Robert E. Anderson Inc., Erich W. Nitzsche, Registered Land Surveyor No. 21951: Worksheet entitled "Richardson Trust, River St. Middleton, Survey & Lot Plan, Scale: 1"=40', 15 Dec 69, Field Bk 71 Pg 114-125"; Worksheet entitled "Richardson Trust, River St. Middleton, Scale: 1"=100', Dump Site Survey, 6 July 1971, Field Bk 71 Pg 130-133"; Worksheet entitled "Richardson Farms, Natsue Way, Middleton, Scale: 1"=40'; 2 April 1980, Field Bk 178 Pg 111-114"; "Plan of Land in Middleton, Mass., Surveyed for the Town of Middleton, Scale 50 feet to an inch - July 20, 1971"; "Plan of Land in Middleton, Mass., Drawn for E. C. Emerson & Son, Inc., Scale 40 feet to an inch - Feb. 3, 1972"; "Plan of Land in Middleton, Mass., Owned by Richardson Farms Inc., Scale 50 feet to an inch - Mar. 16, 1989"; Also based upon the following sources of information recorded at the Essex South District Registry of Deeds by Robert E. Anderson Inc., Erich W. Nitzsche, Registered Land Surveyor No. 21951: Definitive Subdivision Plan, Natsue Way, dated October 30, 1970 recorded as Plan No. 264 of 1974; Plan of Land Surveyed for Richardson Farms Inc., dated May 8, 1980 recorded as Plan Book 162, Plan 11. Also based upon an actual field survey by Hoyes Engineering, Inc..

Plan of Land in MIDDLETON, MASS.

Hayes Engineering, Inc.
Civil Engineers & Land Surveyors
603 Salem Street
Wakefield, MA 01880

Telephone: 781.246.2800
Facsimile: 781.246.7596
www.hayeseng.com

Scale: 1" = 20'



January 25, 2016



CURRENT OWNERSHIP

OWNER: NATSUE REALTY TRUST
DEED REFERENCE: BOOK 6757, PAGE 373
PLAN REFERENCE: PARCEL A ON PLAN BOOK 162, PLAN 11
ESSEX SOUTH DISTRICT REGISTRY OF DEEDS
ASSESSOR'S PARCEL ID: 0032-0000-0006A
#0 NATSUE WAY

NOTE: PROPERTY LINE INFORMATION SHOWN IS BASED UPON THE FOLLOWING SOURCES:

- FROM THE FILES OF ROBERT E. ANDERSON INC., ZONING W/ INTEREST REGISTERED LAND SURVEYOR NO. 21851- WORKSHEET ENTITLED "RICHARDSON TRUST, RIVER ST. MIDDLETON, SURVEY & LOT PLAN, SCALE: 1"=40', 15 DEC 69, FIELD BK 21 PG 114-125; WORKSHEET ENTITLED "RICHARDSON TRUST, RIVER ST. MIDDLETON, SCALE: 1"=100", DUMP SITE SURVEY, 6 JULY 1971, FIELD BK 71 PG 130-133; WORKSHEET ENTITLED "RICHARDSON FARMS, NATSUE WAY, MIDDLETON, SCALE: 1"=40', 2 APRIL 1980, FIELD BK 178 PG 111-114; "PLAN OF LAND IN MIDDLETON, MASS., SURVEYED FOR THE TOWN OF MIDDLETON, SCALE 50 FEET TO AN INCH - JULY 20, 1971; "PLAN OF LAND IN MIDDLETON, MASS., DRAWN FOR C. C. SHERRON & SON, INC., SCALE 40 FEET TO AN INCH - FEB. 3, 1972"; "PLAN OF LAND IN MIDDLETON, MASS., OWNED BY RICHARDSON FARMS INC., SCALE 50 FEET TO AN INCH - MAR. 16, 1989";
- FROM PLANS RECORDED AT THE ESSEX SOUTH DISTRICT REGISTRY OF DEEDS BY ROBERT E. ANDERSON INC., ERICH W. WOODS, REGISTERED LAND SURVEYORS: SUBDIVISION PLAN NATSUE WAY, DATED OCTOBER 30, 1970 RECORDED AS PLAN BOOK 119, PLAN 38; PLAN OF LAND SURVEYED FOR NATSUE REALTY TRUST DATED JULY 20, 1971 RECORDED AS PLAN NO. 264 OF 1974; PLAN OF LAND SURVEYED FOR RICHARDSON FARMS INC., DATED MAY 18, 1980 RECORDED AS PLAN BOOK 162, PLAN 11;
- FROM OTHER PLANS RECORDED AT THE ESSEX SOUTH DISTRICT REGISTRY OF DEEDS: PLAN BOOK 357 PLAN 42; PLAN BOOK 410 PLAN 11; PLAN BOOK 444 PLAN 85;
- AN ACTUAL FIELD SURVEY BY HAYES ENGINEERING, INC.

APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED
MIDDLETON PLANNING BOARD

ZONE: LIGHT INDUSTRY (M-1)

MINIMUM LOT AREA = 60,000 S.F.
MINIMUM LOT FRONTALAGE = 150 FEET

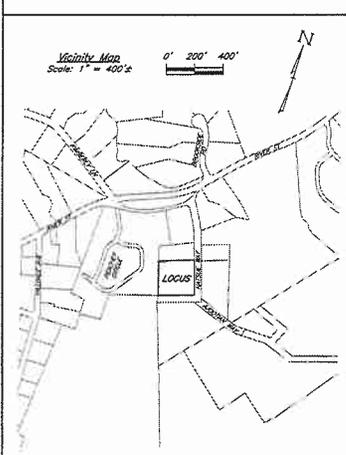
MINIMUM YARD SETBACKS
FRONT = 30 FEET
SIDE = 25 FEET +
REAR = 50 FEET +

* (35 FEET IF YARD ABUTS R DISTRICT)

DATE: _____

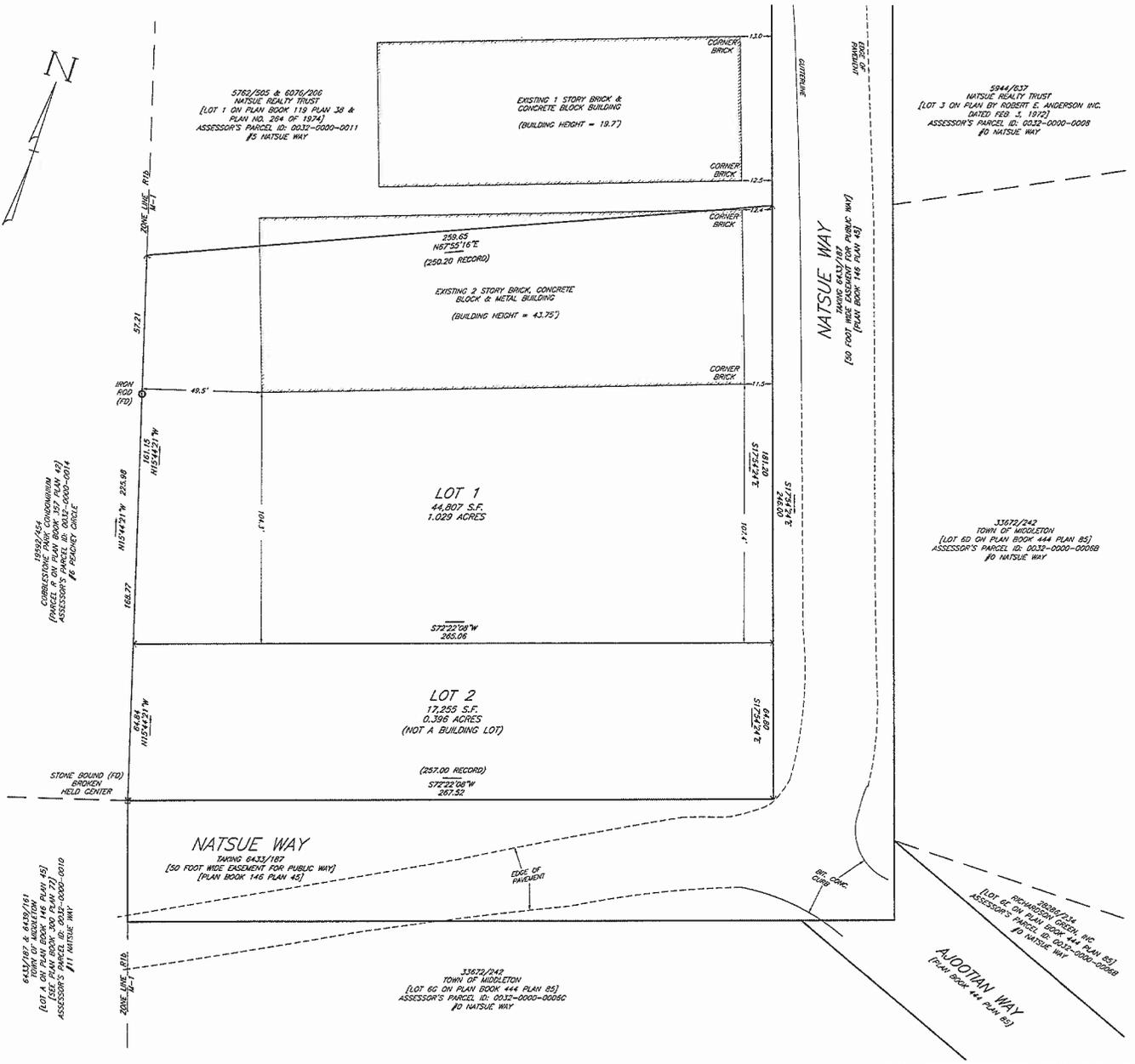
1259/1259
CORRECTION TO SUBDIVISION
[PARCEL R ON PLAN BOOK 827 PLAN 42]
ASSESSOR'S PARCEL ID: 0032-0000-0014
#4 RESIDENT CIRCLE

6431/187 & 6430/181
[LOT A ON PLAN BOOK 146 PLAN 45]
[LOT B ON PLAN BOOK 300 PLAN 77]
ASSESSOR'S PARCEL ID: 0032-0000-00010
#11 NATSUE WAY

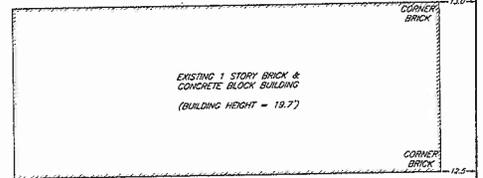


I CERTIFY THAT I HAVE CONFORMED
WITH THE RULES AND REGULATIONS
OF THE REGISTRY OF DEEDS IN
PREPARING THIS PLAN.

HAYES ENGINEERING, INC.



5763/595 & 6076/208
NATSUE REALTY TRUST
[LOT 1 ON PLAN BOOK 119 PLAN 38 &
PLAN NO. 264 OF 1974]
ASSESSOR'S PARCEL ID: 0032-0000-0011
#5 NATSUE WAY



5944/637
NATSUE REALTY TRUST
[LOT 3 ON PLAN BK ASSESSOR C. ANDERSON INC.
DATED FEB. 3, 1972]
ASSESSOR'S PARCEL ID: 0032-0000-0008
#0 NATSUE WAY

33672/242
TOWN OF MIDDLETON
[LOT 63 ON PLAN BOOK 444 PLAN 85]
ASSESSOR'S PARCEL ID: 0032-0000-0006B
#0 NATSUE WAY

LOT 1
44,807 S.F.
1.029 ACRES

LOT 2
17,258 S.F.
0.396 ACRES
(NOT A BUILDING LOT)

33672/242
TOWN OF MIDDLETON
[LOT 66 ON PLAN BOOK 444 PLAN 85]
ASSESSOR'S PARCEL ID: 0032-0000-0006C
#0 NATSUE WAY

SITE ACCESS AGREEMENT

DATE: _____, 2016

PARTIES: Natsue Realty Trust and
D.L. Quinn Co., Inc.
5 Natsue Way
Middleton, MA 01949
("Owners")

Town of Middleton
48 South Main Street
Middleton, MA 01949

("Contractor")

RE: Owner's Property at Natsue Way
As Shown on 1/25/16 Plan of Hayes Engineering
("Property")

AGREEMENT:

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. The Town has contracted with _____, to conduct environmental response actions and remediation activities at the Property.
2. Owners hereby grant to Contractor permission to perform the environmental response actions at the Property as described in the Contractor's Proposed Work Plan, annexed hereto as Attachment A, upon the terms and conditions set forth in this Agreement (the "Activities").
3. Contractor shall be responsible for obtaining all necessary permits and approvals to conduct the Activities, which shall be performed by Contractor in accordance with all applicable regulations and governmental requirements.
4. Neither Contractor, nor its employees, contractors or agents, shall, in the course of performing the Activities, unnecessarily or unreasonably obstruct or interfere with or impede the ingress and egress of persons or vehicles to and from the Property or otherwise unnecessarily or unreasonably interfere with the present use of the Property, and Contractor shall use all diligent efforts to minimize any such interference.

5. Contractor agrees to maintain the locations where the Activities are performed in good order, and to leave the location in or restore it to the same condition it was in at the commencement of the Activities. Contractor shall promptly repair any damage to the Property caused by the Activities and/or the entry upon the Property by Contractor to the reasonable satisfaction of Owners.
6. Contractor shall indemnify and hold harmless Owners, and their heirs, assigns, agents, representatives and attorneys, from and against any and all actions, petitions, orders, claims or demands made, brought or instituted by any and all private parties and/or any and all public agencies or authorities, together with any expenses (including reasonable attorney's fees), costs, losses, damages, liabilities or penalties assessed against or incurred by any of them, resulting from bodily injury, death, property damage or fines/penalties or any other expense or liability which in any manner result from or arise out of the performance of the Activities by Contractor or any of its agents, servants, employees, contractors or invitees.
7. Contractor agrees and acknowledges that Owners have no responsibility or obligation to pay Contractor for performance of the Activities. Contractor shall not record or allow to be recorded by any of its subcontractors or suppliers any mechanics lien or other encumbrance upon the Property. Contractor shall defend, indemnify and hold Owners harmless from and against any lien or claim made against Owners by Contractor or Contractor's subcontractors, suppliers or consultants.
8. (a) In connection with its obligations under this Agreement, Contractor agrees to procure and maintain:
 1. Comprehensive General Liability ("CGL") Insurance with limits of liability of not less than \$2,000,000.00 combined single limit for bodily injury, personal injury and property damage as a result of any one occurrence, including blanket contractual Liability, Independent Contractor's Protective Liability, Contingent Liability, and Products Completed Operations Liability coverages, all on an occurrence basis, and with Bodily Injury coverage for injury to persons caused by long exposure as well as by instantaneous happening, and with Broad Form Property Damage coverage removing the exclusion relating to explosion, collapse and underground property damage, and
 2. Automobile Insurance (comprehensive form) covering all vehicles with limits of liability of not less than \$1,000,000.00 combined single limit for bodily injury and property damage as a result of any one occurrence.
 3. Workers compensation insurance as required by law.

- (b) Prior to the commencement of the Activities, Contractor shall furnish to Owner certificates evidencing such insurance, naming the Owner as an additional insured on the CGL policy (with a copy of the policy endorsement authorizing Contractor to name Owner as an additional insured), and stipulating that such insurance will not be materially reduced or canceled without prior written notice of such change or termination to Owner.
 - (c) It is understood that Owner shall not maintain fire, theft or other insurance on any property of Contractor, and Contractor agrees that any equipment or other property of Contractor, its employees, servants, agents, contractors or subcontractors, which is on the Property shall be at Contractor's sole risk.
9. Owner shall have the right to terminate this Agreement upon immediate written notice to Contractor if, in Owner's reasonable opinion, the Activities are not being performed in accordance with the requirements of this Agreement.
10. This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
11. This Agreement may be signed in counterparts separately by each party to this Agreement, and all of which when executed shall constitute a duly executed and integrated Agreement.
12. All notices required to be given pursuant to this Agreement shall be served by certified mail, by in-hand delivery, by overnight delivery or by facsimile to the following:

To Owner:

Brian D. McGrail, Esq.
599 North Avenue, Suite 7
Wakefield, MA 01880
Fax No. (781) 246-1986
Email: brian@mcgrailaw.net

To Contractor:

To Town:

EXECUTED AS A SEALED INSTRUMENT as of the date and year set forth above.

NATSUE REALTY TRUST

TOWN OF MIDDLETON

By: _____
David L. Quinn, Trustee

By: _____
Name: _____
Its: _____

By: _____
Michael Gallugi, Trustee

[CONTRACTOR]

By: _____
Brian D. McGrail, Trustee

By: _____
Name: _____
Its: _____

D.L. QUINN CO., INC.

By: _____
David L. Quinn, President

Sketch Plan in MIDDLETON, MASS.

Hoyes Engineering, Inc.
Civil Engineers & Land Surveyors
603 Salem Street
Wakefield, MA 01880

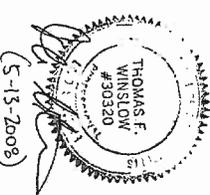
Telephone: 781.246.2800
Facsimile: 781.246.7596
www.hoyeseng.com

Scale: 1" = 60'



May 12, 2008

Hoyes



6438/576
[LOT 2 ON PLAN NO.
264 OF 1974]
NATSUE REALTY TRUST

5762/505
[LOT 1 ON PLAN NO.
264 OF 1974]
NATSUE REALTY TRUST

6076/206
[PLAN NO. 264
OF 1974]
NATSUE REALTY TRUST

6757/373
[PARCEL A ON PB 162 PL 11]
NATSUE REALTY TRUST

NATSUE WAY

6344/610
[CERTIFICATE OF MERGER]
RICHARDSON FARMS, INC.

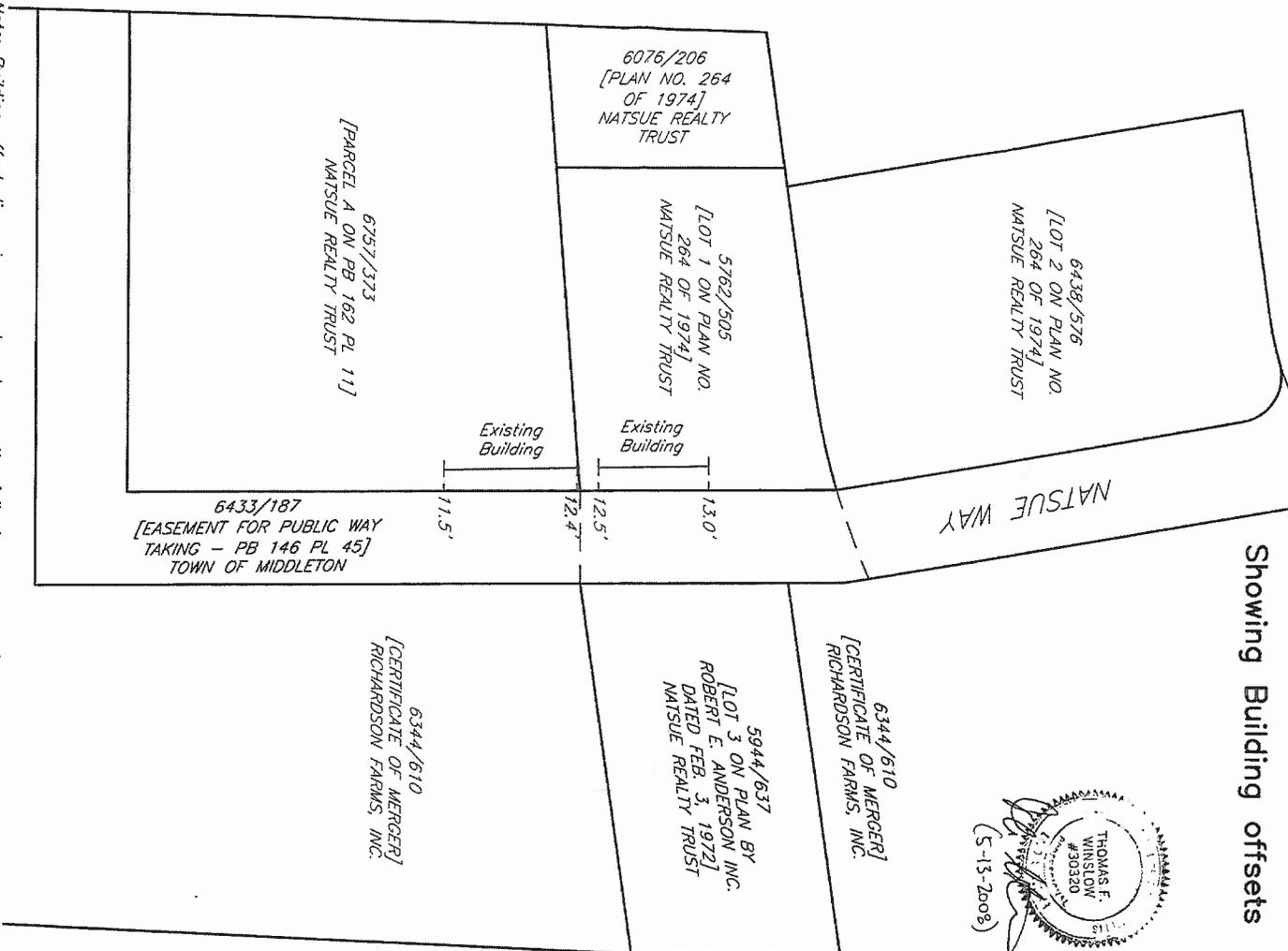
5944/637
[LOT 3 ON PLAN BY
ROBERT E. ANDERSON INC.
DATED FEB. 3, 1972]
NATSUE REALTY TRUST

6344/610
[CERTIFICATE OF MERGER]
RICHARDSON FARMS, INC.

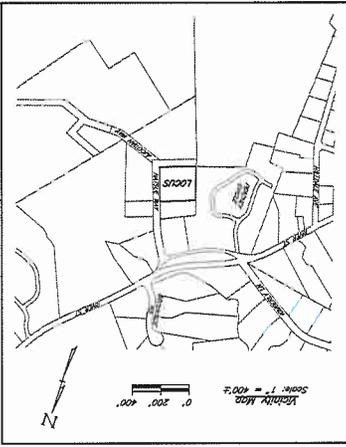
Existing Building

Existing Building

6433/187
[EASEMENT FOR PUBLIC WAY
TAKING - PB 146 PL 45]
TOWN OF MIDDLETON



Note: Building offset dimensions are based upon the following sources of information from the files of Robert E. Anderson Inc., Erich W. Nitzsche, Registered Land Surveyor No. 21951: Worksheet entitled "Richardson Trust, River St. Middleton, Survey & Lot Plan, Scale: 1"=40', 15 Dec 69, Field Bk 71 Pg 114-125"; Worksheet entitled "Richardson Trust, River St. Middleton, Scale: 1"=100', Dump Site Survey, 6 July 1971, Field Bk 71 Pg 130-133"; Worksheet entitled "Richardson Farms, Natsue Way, Middleton, Scale: 1"=40', 2 April 1980, Field Bk 178 Pg 111-114"; "Plan of Land in Middleton, Mass., Surveyed for the Town of Middleton, Scale 50 feet to an inch - July 20, 1971; "Plan of Land in Middleton, Mass., Drawn for E. C. Emerson & Son, Inc., Scale 40 feet to an inch - Feb. 3, 1972"; "Plan of Land in Middleton, Mass., Owned by Richardson Farms Inc., Scale 50 feet to an inch - Mar. 16, 1989"; Also based upon the following sources of information recorded at the Essex South District Registry of Deeds by Robert E. Anderson Inc., Erich W. Nitzsche, Registered Land Surveyor No. 21951: Definitive Subdivision Plan, Natsue Way, dated October 30, 1970 recorded as Plan Book 119, Plan 38; Plan of Land Surveyed for Natsue Realty Trust dated July 20, 1971 recorded as Plan No. 264 of 1974; Plan of Land Surveyed for Richardson Farms Inc., dated May 8, 1980 recorded as Plan Book 162, Plan 11. Also based upon an actual field survey by Hoyes Engineering, Inc..



I CERTIFY THAT I HAVE CONFORMED WITH THE RULES AND REGULATIONS OF THE BOARD OF DEERS IN PREPARING THIS PLAN.

HAYES ENGINEERING, INC.

SCALE: 1" = 400'

LOCALITY MAP

0' 200' 400'

DATE: _____

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

ZONE: LIGHT INDUSTRIAL (M-1)

MINIMUM LOT FRONTAGE = 60.000 S.F.

MINIMUM LOT FRONTAGE = 150 FEET

MINIMUM YARD SETBACKS

FRONT = 30 FEET

REAR = 25 FEET

SIDE = 25 FEET

* (25 FEET IF YARD ADJACENT TO DISTRICT)

- NOTE: PROPERTY LINE INFORMATION SHOWN IS BASED UPON THE FOLLOWING SOURCES:
1. FROM THE DEEDS OF ROBERT S. ANDERSON AND JOHN W. ANDERSON, REGISTERED LAND SURVEY NO. 21951, WORKSHEET ENTITLED "ANDERSON TRUST, FIRST 51, MIDDLETON, SURVEY & LOT PLAN, SCALE: 1"=401', 15 DEC 68.
 2. FROM THE DEEDS OF ROBERT S. ANDERSON AND JOHN W. ANDERSON, REGISTERED LAND SURVEY NO. 21951, WORKSHEET ENTITLED "ANDERSON TRUST, FIRST 51, MIDDLETON, SURVEY & LOT PLAN, SCALE: 1"=401', 15 DEC 68.
 3. FROM THE DEEDS OF ROBERT S. ANDERSON AND JOHN W. ANDERSON, REGISTERED LAND SURVEY NO. 21951, WORKSHEET ENTITLED "ANDERSON TRUST, FIRST 51, MIDDLETON, SURVEY & LOT PLAN, SCALE: 1"=401', 15 DEC 68.
 4. AN ACTUAL FIELD SURVEY BY HAYES ENGINEERING, INC.

Scale: 1" = 20'

January 25, 2016

Hayes Engineering, Inc.
 603 Salem Street, Middleton, MA 01880
 Telephone: 781.246.2800
 Facsimile: 781.246.2596
 www.hayeseng.com

Plan of Land in
MIDDLETON, MASS.

OWNER: MATSUE REALTY TRUST
 DEED REFERENCE: BOOK 6757, PAGE 373
 DEED REFERENCE: BOOK 6757, PAGE 373
 PLAN REFERENCE: PARCEL 1 ON PLAN BOOK 182 PLAN 11
 ASSASSOR'S PARCEL ID: 0032-0000-0006A
 #0 MATSUE WAY

EXISTING & REMOVED
 [LOT 1 ON PLAN BOOK 148 PLAN 49]
 [SEE PARAGRAPHS 200-204 PLAN 49]
 [ASSASSOR'S PARCEL ID: 0032-0000-0010]
 #11 MATSUE WAY

PROPOSED
 [LOT 1 ON PLAN BOOK 182 PLAN 11]
 [SEE PARAGRAPHS 200-204 PLAN 11]
 [ASSASSOR'S PARCEL ID: 0032-0000-0014]
 #0 MATSUE WAY

