

**MIDDLETON SELECT BOARD**  
**MEETING AGENDA**  
**FULLER MEADOW ELEMENTARY SCHOOL**  
**NATHAN MEDIA CENTER**  
**143 SOUTH MAIN STREET, MIDDLETON, MA 01949**  
**TUESDAY, AUGUST 8, 2023**  
**6:00 PM**

*This meeting is being recorded*

*This meeting will be a hybrid of in-person and remote via Zoom. To join the meeting remotely, go to:  
<https://us02web.zoom.us/j/88446830179?pwd=WHBJbjY0Z01rYmNiREVHRDE5dXRvdz09>*

- 6:00 pm     1.     Business
- a.     Warrant:     2402, 2403, FP 24, FP 25
  - b.     Minutes:     July 11, 2023 OS & ES; July 18, 2023 OS
  - c.     Town Administrator Updates and Reports
- 6:10 pm     2.     Public Comment
- 6:20 pm     3.     Update on 49 S. Main St/10-18 Boston St Project, including review of comments for MA Housing Partnership
- a.     Finalize traffic Scope of Work
- 6:35 pm     4.     Review and vote on livery license for Kenny Transportation
- 6:40 pm     5.     Review and vote on change of manager for SD Management Group, Ferncroft Country Club change of manager for 19<sup>th</sup> Hole Restaurant (annual), Members Lounge (seasonal) and Halfway House Snack Bar (seasonal)
- 6:45 pm     6.     Review and vote on common victuallers for Summit Place (formerly Middleton House of Pizza)
- 6:50 pm     7.     Acceptance of gifts and donations:
- a.     Shed in the value of \$ 5,000 from the Middleton Men's Softball
- 6:55 pm     8.     Review Select Board meeting schedule
- 7:00 pm     9.     Review Boston Street Sidewalk Plans
- 7:10 pm     10.    Review and update on IT incident and follow up
- 7:20 pm     11.    Updates and announcements

*The Board reserves the right to consider items on the agenda out of order. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. Votes may be taken on any or all agenda items.*

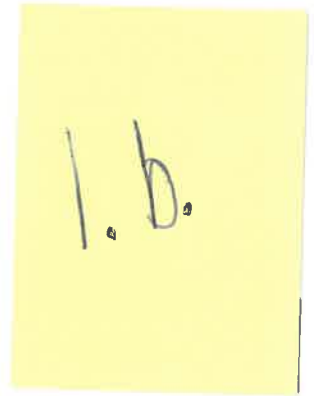
- 7:25 pm 12. Executive Session pursuant to G.L. c. 30A, s. 21(a)(4) to discuss the deployment of security personnel or devices, or strategies with respect thereto
- 7:35 pm 13. Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining negotiations with all units

Upcoming Meetings:

September 5 & 19

Regular Select Board Meeting

MEETING MINUTES  
MIDDLETON SELECT BOARD MEETING  
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER  
143 SOUTH MAIN STREET, MIDDLETON, MA 01949  
TUESDAY JULY 11, 2023 at 6:00 PM



*This meeting was live and recorded on Zoom and Cable TV.*

Select Board Present: Chair Jeff Garber; Rick Kassiotis, Clerk; Debbie Carbone; Brian Cresta (Via Zoom); Kosta Prentakis

Others Attending: Justin Sultzbach, Town Administrator; Jackie Bresnahan Assistant Town Administrator (ATA) /Human Resource Director; Catherine Tinsley, Recording Secretary; and others as noted.

*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.*

**6 PM** With a quorum present, Chair Garber called the meeting to order at 6:03pm.

Chair Garber welcomed the new Town Administrator, Justin Sultzbach and recognized ATA Jackie Bresnahan for her work the past 6 months as Interim Town Administrator.

**Business**

**Warrant Approval 2326, 2327, 2401, Facility Project (FP)22:**

ITA Bresnahan provided a brief overview of the Warrants, and noted these included both FY23 and the start of FY24. Although the FP Warrants have been included in the weekly Warrant approvals, she requested the Board vote to approve the previous FP Warrants 1-23 separately, for clarity.

The Town Accountant/Finance Director has reviewed the warrants and requested the Board's approval.

*On a motion by Prentakis second by Carbone, the Select Board **voted unanimously** by roll call to approve **Warrant # 2326** as presented.*

*On a motion by Prentakis second by Carbone, the Select Board **voted unanimously** by roll call to approve **Warrant # 2327** as presented.*

*On a motion by Prentakis second by Carbone , the Select Board **voted unanimously** by roll call to approve **Facilities Project Warrants 1-23**.*

*On a motion by Prentakis second by Carbone, the Select Board **voted unanimously** by roll call to approve **Warrant # 2401** as presented.*

**Minutes:** June 13, 2023; June 20, 2023 Open & Executive Session

*On a motion by Kassiotis, second by Prentakis, the Select Board **voted unanimously** to approve the meeting minutes of June 13, 2023 & June 20, 2023 open/executive session.*

**Town Administrator Updates and Reports – ATA Bresnahan**

Town Administrator Sultzbach thanked Jackie Bresnahan for her work during the transition time and staff for their warm welcome.

- Open Houses are planned to greet the new Town Administrator, Justin Sultzbach on Thursday July 13 at a COA brunch and July 17 at the Flint Public Library
- Seeking volunteers for several boards/committees. (Additional information is on the Town Website)
- The Conservation Agent issued letter to an abutter to town property who cut down trees on town property in a conservation restricted area. Town Counsel is assisting the Commission.
- Blue Haven has experienced significant flooding recently and the Town is working with the developer / engineer to remediate the water issues in this neighborhood.
- 5 Natsue Way /Transfer Station area – Years ago, Town Meeting funded for remediation to cap this landfill and this is being addressed with the town environmental consultant, property owner, & Building Commissioner. It is anticipated the project will be more costly than estimated and will need to be brought to fall town meeting for additional funding.
- Meeting with North Andover to discuss the 336 N. Main Street project on the town Line for potential water service agreement.

**Public Comment – There was none**

**Update on 49 S. Main St/10-18 Boston St Project including review of comments for MassHousing Partnership**

- Follow-up on meeting, traffic SOW, agreement
- Review materials for meeting with Lars Unhjem the following week

ATA Bresnahan updated the Board on the progress since the June 20 meeting with the Developer of the former Angelica property. All letters from the community were forwarded to MassHousing; a receipt of the packet was confirmed by MassHousing.

A draft Scope of Work for an expanded traffic study to meet the needs and concerns of the Route 114 / 62 intersection was provided for review. The Select Board is meeting with the developer Tuesday July 18 at 5pm. Town Counsel is working on a draft Development Agreement for discussion at Tuesdays' meeting.

Member Prentakis suggested the traffic study be expanded to River Street and the Board be provided information on the smart controls for traffic signals that may be used to as a part of the Chair Garber suggested including alternate designs if additional land is used to widen Route 114/62s and how this would impact the potential project.

It was uncertain if the Town or the developer would pay for the cost of this study. ATA Bresnahan noted the pros and cons of the town leading the study. One observation made was the study would take longer to go through the procurement process but it would have the appearance the study would be done in the best interest of the town. A price point for this expanded traffic study will be estimated for the next meeting.

**Review & Vote on recommendation from Building Committee on Building Commissioning Agent for Municipal Facilities Project**

ATA Bresnahan spoke on the responsibility of the Commissioning Agent to partner with the town to confirm the specifications during construction and support / educate the facilities manager on operation and maintenance, for an additional year after occupancy of the (second) building.

TERVA Engineering Corporation met the needs as identified in the RFP and was the lowest bidder. A contract was negotiated between the Town of Middleton and Terva at a cost of \$134,024.

Chair Garber questioned if this contract was premature but with the town in the construction procurement document phase, the Building Commissioning Agent would work with the construction manager to bring on sub bidders for systems, as well as contribute to the specific design for more accurate quotes.

*On a motion by Prentakis, seconded by Carbone, the Select Board voted unanimously by roll call to accept the Building Committee's recommendation to hire TERVA as the Commissioning Agent for the Municipal Facilities Project.*

**Review & Vote on Year End Transfers G.L. c 44, s. 33B**

Total transfer of appropriations: \$91,156

Sarah Wood, Finance Director/Town Accountant presented the Request for Transfer of Appropriations.

*On a motion by Kassiotis, seconded by Carbone, the Select Board voted unanimously by roll call to accept the Fiscal Year (2023) End Transfers as presented in the amount of \$91,156.*

**Update/Review on Central St Traffic Study Process**

ATA Bresnahan updated the board on follow up work from the traffic study done on Central Street/Howe Manning Elementary School area including line painting to be completed prior to the start of school. This is being paid from Pedestrian Improvement Capital funds. ITA Bresnahan said the DPW is preparing a line painting plan and the police are increasing traffic enforcement.

Central St residents Ann Couture and Purvee Shah were present and spoke in length on their concerns with the speeding traffic through this residential neighborhood that includes a school zone and access to the rail trail. They suggested visual cues be increased ie school zone markings, speed tables, and traffic calming techniques be used to keep traffic at the posted 20 MPH.

ATA Bresnahan noted the DPW budget includes funding for road signs to be added. Additional costs ie speed tables, flashing lights, would be presented at the Fall Special Town Meeting.

Member Cresta added both schools zones, Fuller Meadow and Howe Manning have similar issues and suggested a meeting with the School Committee to discuss resolutions ie bus / private pick-up schedules.

Member Carbone mentioned because there are fewer drivers/busses, children are on the bus for extended period of time, resulting in more cars on site to pick up students.

There will be an update at the August meeting.

**Review & Vote on Livery License for Kenny Transportation**

The Chair deferred this agenda item to a future meeting. Member Cresta noted it was unclear by this application where this vehicle would be garaged.

*On a motion by Carbone, seconded by Prentakis, the Select Board voted unanimously by roll call to take no action on this application at this time.*

**Updates & Announcements** - *There were none.*

**Executive Sessions**

7:16 pm – On a **motion by Prentakis, seconded by Kassiotis**, the Select Board **voted unanimously by roll call** to enter into Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares: ABCC petition of appeal, and ...

Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining negotiations with all units and not return to open session but adjourn directly from Executive Session.

**Upcoming Select Board Meetings:**  
July 18 - 5pm  
August 8 - 6pm  
September 5 & 19

**Adjournment** -The Select Board **voted unanimously** to adjourn from Executive Session at 8:02pm.

Respectfully submitted by,

**Catherine E. Tinsley**

Catherine Tinsley, Recording Secretary

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Rick Kassiotis, Select Board Clerk

**Documents either distributed to the Select Board before the meeting in a packet or at the meeting:**

1. Agenda: July 11, 2023
2. Warrant 2326, FP22: Payroll \$1,270,207; Bills Payable \$ 1,062,838; FP22 - \$ 59,228
3. Warrant 2327, FP 23: Payroll \$ 492,443; Bills Payable \$ 637,450; FP23 \$ 282,700
4. Warrant (FY24) 2401: Payroll - \$ 190,562; Bills Payable - \$ 3,752,356
5. Minutes: June 13 & June 20, 2023 Open & Executive Session
6. Request for Transfer of Appropriations
7. Draft Scope of Work (Traffic Study Rt 114/62)
8. Town of Middleton Municipal Complex Project RFP Building Commissioning Services 6.9.23
9. TERVA Engineering Building Commissioning Services Contract 6.9.23
10. MassDOT Re; Resurfacing and related work on Route 114 project # 608818 6.21.23
11. Letter from Conservation Agent to Mario/ Kathaleen Cutone re Tree Removal at 111 Mill Street 7.7.23
12. Kenny Transportation: Application for a License to Own a Livery Service/Taxi Company 7.6.2023

MEETING MINUTES  
MIDDLETON SELECT BOARD MEETING  
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER  
143 SOUTH MAIN STREET, MIDDLETON, MA 01949  
TUESDAY JULY 18, 2023 at 5:00 PM

*This meeting was live and recorded on Zoom and Cable TV.*

Select Board Present: Chair Jeff Garber; Rick Kassiotis, Clerk; Debbie Carbone; Brian Cresta (Via Zoom); Kosta Prentakis

Others Attending: Justin Sultzbach, Town Administrator; Jackie Bresnahan Assistant Town Administrator (ATA) /Human Resource Director; Catherine Tinsley, Recording Secretary; and others as noted.

*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.*

**5 PM** With a quorum present, Chair Garber called the meeting to order at 5:04pm.

**Update on 49 South Main Street/10 -18 Boston Street, including review of comments for MassHousing partnership** - There were no new updates to report. MassHousing has confirmed receipt of the comments.

**Review materials with Lars Unhjem regarding traffic study scope of work**

Present for this agenda item: Town Counsel, Attorney Jay Talerman, Mead Talerman & Costa Developer Lars Unhjem, with his Attorney John Smolak

Town Counsel provided a draft *Scope of Work* for an expanded traffic study of **49 South Main Street/10 -18 Boston Street**, (Middleton Square) as a base for the discussion with the developer going forward as part of a possible Development Agreement (aka friendly 40B). The proposed expanded scope of work included possible scenarios if the developer were to provide additional land as mitigation to address specific, perceived increased traffic concerns with this development.

Member Cresta observed the developer previously completed a traffic study for this area and asked Mr. Unhjem to review what has been done to date.

Mr. Unhjem identified initially a standard scope of traffic study was completed at the intersections and expanded it to include a 4 hour study period in the evening, a 2 hours on a weekend, and intersections and streets north of the square. The study focused on mitigation for the impact of the project, existing conditions, background growth for a 7 year forecast with/without the project, and included recommendations from the traffic engineer.

The Board discussed the traffic in Middleton, specifically on Route 114 and previous studies which have shown the “square” (Routes 114 & 62) is over capacity already, even with the former “Angelica site” being vacant. The proposed scope of work would look to improve this intersection, specifically with the inevitable increase in traffic with this project, including but not limited to, smart controls and dedicated lanes; this would require additional land from the developer and/or other property owners. Because these are state roads, it was acknowledged any changes/work must be in conjunction and approved with MassDOT.

Mr. Unhjem deferred opinions and conjecture of any resolutions to the traffic engineer.

Discussion on funding the study ensued.

Attorney Smolak acknowledged this area as a troubled spot. But having just received the *Scope of Work*, he wanted the opportunity for a professional traffic engineer to review the document to better understand the scope and additional cost, as it related to this project and his client. He also cited reasons to use the previous traffic study results as part of the expanded scope of work and suggested the town have a peer review done before embarking on an expanded study. Attorney Smolak opined because this involves state roads, a scope of this nature needs to include MassDOT. Additionally, at the last meeting, it was stated Mr. Unhjem would not fund the improvements to the road, and encouraged the town to leverage this project through MassWorks.

The Board agreed Route 114 would be a good project to leverage MassWorks. Member Cresta noted MassWorks, as it is known, is ending. He cited other delayed responses from MassDOT and held little confidence in a timely response, even though economic growth has severely impacted this area. Member Cresta encouraged the town and developer find common ground in this scope of work.

Attorney Smolak referred to the Governor's new One Stop program that may be something for the town to consider. ATA Bresnahan noted the town is familiar with the One Stop Grants and currently has three pending applications. She noted the One Stop Grant process is extensive and must be submitted by May. Previously the town spent five months preparing the grant application.

Town Administrator Sultzbach added the amount of a private investment would leverage the town's position with the state grant. He recommended the developer review the scope of work with their team and discuss this at the next meeting.

In summary member Prentakis reviewed the main object of the study was to identify ways to improve intersections, which are over capacity now, or if the study shows, there are no recommended scenarios to improve the center of town. This would be the first step to identify if there could be a successful agreement.

The developer was recognized for his honest discussions and willingness to work with the town.

Member Cresta gave a brief summary on the Housing Trust meeting, which he noted has no standing in this matter, at this time.

Attorney Talerman concurred if traffic changes are determined to be unfeasible, time and money would be wasted going forward without this recommendation and recommended since the developer has information the town permit the developer to use the previous traffic study information.

He opined the developer's traffic engineer is one of the best engineers and the town may consider having the previous traffic study peer reviewed as a first step.

#### **Review & vote on livery license for Kenny Transportation**

The applicant requested the Board defer discussion and vote on this license to a future meeting.

*On a motion by Cresta, seconded by Carbone, the Board voted unanimously to take no action on the livery license for Kenny Transportation and at the applicant's request, defer this to a future meeting.*

#### **Appoint Justin Sultzbach as Chief Procurement Officer and Building Committee Member-Ex-Officio**

*On a motion by Cresta, seconded by Carbone the Select Board voted unanimously to appoint Justin Sultzbach as Chief Procurement Office and Building Committee Member-Ex-Officio through his appointment as Town Administrator.*



### **Updates & Announcements**

Town Administrator Sultzbach updated the Board on the on-going “cyber incident” saying IT is working diligently with the North Shore Collaborative to restore the town’s networks. Town buildings will remain open. The Town has not received confirmation if any data information was taken by the hackers; updates will be provided as warranted. At this time, the Town is not entertaining any ransom requests.

The financial systems are backed up the Town is on target to get meet payroll on time.

The Board recognized ATA Bresnahan for her work to have Middleton a part of the collaborative and asked a letter be sent recognizing and thanking Danvers IT team for their work during this event.

**Upcoming Select Board Meetings:**      August 8 - 6pm  
September 5 & 19

**Adjournment** -The Select Board **voted unanimously** to adjourn at 5:54pm.

Respectfully submitted by,

Catherine E. Tinsley

Catherine Tinsley, Recording Secretary

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Rick Kassiotis, Select Board Clerk

### **Documents either distributed to the Select Board before the meeting in a packet or at the meeting:**

1. Agenda: July 18, 2023
2. Draft – Scope of Work for 49S. Main St. / 10-18 Boston Street Project – for discussion purpose

## Traffic Study Scope of Work

### As proposed by the Town of Middleton In relation to the proposed Villebridge Middleton development

The Town seeks to have a qualified traffic engineer/consultant perform a comprehensive study of the Rt. 114/62 intersection and other traffic intersections that make up the Middleton Square area with a focus on developing solutions towards a safer and effective transportation corridor for motorists, pedestrians, bikers, etc. It is expected that the study would specifically identify those projects that are recommended to mitigate the impacts of the Villebridge 40B development, but also those projects that would benefit the larger transportation corridor.

The study would include:

-A comprehensive field inventory of existing conditions within the study area including existing roadway geometrics; pedestrian and bicycle facilities; public transportation, if any; traffic volume; and operating characteristics; as well as posted speed limited and land use information within the study area. Study area should include:

- South Main Street (Route 114) at Boston St (Route 62) and Memorial Hall driveways
- South Main Street (Route 114) at Maple St (Route 62) (adjacent to Flint Public Library)
- North Main Street (Route 114) and South Main Street (Route 114) at Central Street and Lake Street
- South Main Street (Route 114) to Fuller Meadow Elementary School
- North Main Street (Route 114) at Forest Street and Essex Street
- Elm Street (Route 62) at Boston Street
- Boston Street at Flint Street
- Boston Street at River Street

The person or firm preparing the traffic study must be a professional engineer licensed by the Commonwealth of Massachusetts and shall be certified as a Professional Traffic Operations Engineer. All work shall be reviewed by a peer review firm of the Town's choosing.

The traffic study shall examine the following eight points, including but not limited to:

1. Existing traffic conditions including street geometries, traffic volumes, safety, delays, and levels of service for adjacent streets, ways and intersections potentially affected by the proposal. Intersection analysis for all conditions shall be prepared in tabular form and shall include calculated queues with attached symbols provided by the LOS software that provide qualifiers to queue results and actual calculated delays, rather than just reporting the upper limit of LOS F, for either signalized or unsignalized intersections.
2. Future traffic conditions including trip generation (including Land Use Categories referenced and calculations), trip distribution, volume to capacity ratios and levels of service for adjacent streets, ways and intersections affected by the proposal at

the time of completion and 5 years beyond anticipated completion taking into account background growth projections. If field studies are used to develop trip generation instead of those cited by the Institute of Transportation Engineers Trip Generation Handbook, then actual documentation and calculations should be provided.

3. A summary of existing and future parking for the proposed residential and commercial developments, with each related to zoning requirements.
4. Crash rate summaries including State and District averages for comparison.
5. In regards to the Boston/S. Main St. intersection -mitigation measures including two (2) alternate design strategies that could be realistic pursuits for the MA-114/MA-62 intersection (with elaboration by engineers of what this looks like conceptually). A low cost measure and medium cost measure should be provided.
6. A review of the use of additional developer-owned land to widen the road at the MA-114/MA-62 intersection. This should be reflective of potential future commercial developments, with the understanding that commercial elements have not been finalized. A demonstrated phased approach to infrastructure improvements would be acceptable should a phased approach to the parcel be pursued.
7. A review of suggested improvements that would improve traffic capacity in the immediate area of the project. This shall include a detailed review of opportunities for improved signalization along the Route 114 corridor within the study area in an effort to more efficiently manage traffic flow.
8. A recommendation for the planning of future infrastructure needs. There should be an understanding that data derived from this study will be used in a public/private partnered effort between the Town and Developer to pursue grant dollars for mutually beneficial infrastructure improvement for the benefit of the people of Middleton and surrounding businesses.



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



### Common Victualler/General License Application

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

1. Licensee Name: SUMMIT'S PLACE dba SHEELA and SONS Corp
2. Name of Manager: SUMIT SAINI
3. Social Security Number/FID Number: 6
4. Business Address: 221 SOUTH MAIN ST, UNIT-225, MIDDLETON, MA, 01949
5. Home Address: MIDDLETON, MA, 01949
6. Telephone Numbers (Please provide all numbers by which you can be reached):  
Business Phone: \_\_\_\_\_  
Cell Phone: 9784572115  
Home Phone: \_\_\_\_\_
7. Email Address: SUMIT.SAINI.M@GMAIL.COM
8. Registered Voter? ☒ Yes ☐ No
9. Are you a U.S. Citizen? ☒ Yes ☐ No
10. Court and Date of Naturalization (if applicable) \_\_\_\_\_  
(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)
- 10a. Where? \_\_\_\_\_
11. Identify your criminal record: (Massachusetts/Any other state/Federal): Have you had any arrests or appearance in a criminal court or have you been charged with a criminal offense regardless of final disposition; (Must check either Yes or No)  
☐ Yes ☒ No

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

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12. Prior experience in the restaurant/food establishment industry: ☒ Yes ☐ No

If yes, please describe:

5 YEARS → ATHA'S FAMOUS ROAST BEEF (OWNER) 25 BOSTON ST, LYNN, MA, 01901  
2 YEARS → BROTHER'S ROAST BEEF (OWNER) 89 FOSTER ST, PEABODY, MA, 01960

13. List all employment for the last five years:

Aug 2018 to till today at ATHA'S FAMOUS ROAST BEEF, LYNN, MA  
Nov-2021 to till today at BROTHER'S ROAST BEEF, PEABODY, MA

14. Hours per week to be spent on the licensed premises: 70 HOURS

15. Days and Hours of Operation: MON to SAT → 10:00AM to 9:00PM, SUN → 12:00AM to 9:00PM

16. Seating Capacity: 32

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

17a. If Leased, From Whom? 7 RIVER ST LLC / WDK REALTY TRUST

17b. Terms of Lease? 5 YEARS with 5 YEARS EXTENSION  
(Please provide a copy of lease agreement)

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

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

\_\_\_\_\_  
Printed Name of Owner

By: ~~Sum~~ Sumi Bains Date: 07/25/25  
(Signature)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/20/2023

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

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

<b>PRODUCER</b> Farquhar & Black Insurance Agency 45 Traders Way, Bldg 10 Unit A Salem MA 01970		<b>CONTACT NAME:</b> George Kapeleris <b>PHONE (A/C, No, Ext):</b> (781) 599-2200 <b>FAX (A/C, No):</b> (781) 581-3940 <b>E-MAIL ADDRESS:</b> george@fandbinsurance.com	
<b>INSURED</b> Summit's Place, DBA: Sheelas and Sons Corporation 229 S Main St Middleton MA 01949		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Merchants Mutual Insurance Company <b>INSURER B:</b> Wesco Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 23329	

## COVERAGES

**CERTIFICATE NUMBER:** CL2372030512

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			BOP1113301	07/31/2023	07/31/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Liquor Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ Included
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						Employee Benefits \$
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>						
	<b>EXCESS LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WWC3666603	07/20/2023	07/20/2024	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					
	If yes, describe under DESCRIPTION OF OPERATIONS below						
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Middleton Middleton Town Hall 48 S Main Street  Middleton MA 01949	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> <i>Jessica A. Pratt</i>
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**Town of Middleton, Massachusetts**  
**Revenue Enforcement and Protection Certification (REAP)**

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

Name of Company: SUMMIT'S PLACE

Address: 221 South Main St, Unit 225, MIDDLETON, MA, 01949

Title of Person Signing: SECRETARY

Signature of Individual or Corporate Name: Sumit Saini (SHEELA and SONS CORP)

Printed Name of Above: SUMIT SAINI

Contact Telephone Number: 978 457 2115

Date: 07/25/25

Social Security Number or Federal Identification Number: ---

Email Address: SUMITSAINIM@GMAIL.COM



**COMMERCIAL LEASE**

**Sumit Saini**

**Sheela and Sons Corp** Ein number 384-268420

**Middleton House of Pizza**

**So. Main St Middleton, Ma 01949**

**E Mail: sumitsainim@gmail.com**

**Best contact number:- 978-457-2115**

**PARTIES:** **7 River St LLC/ WDK Realty Trust**, Warren Kelly, Manager/Trustee, PO Box 70 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 Sumit Saini o .949 personally, and Sheela and Sons Corp of Massachusetts 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:** 221 So. Main St, **Unit 225** Middleton, Massachusetts, consisting of approximately 2,100 net square feet of retail space. The LESSEE shall be provided with employee and customer parking, as available, in the parking lots adjacent to the building.
- 2. RENTAL TERM:** The term of this lease shall be 61 months, commencing on August 1, 2023, and ending on Sept 1, 2028.
- 3. Lease Extension:** Lessor shall grant Lessee ONE 5 Year extension provided that the Lessee is not and has not been in default during the first lease term. Lessee must notify Lessor in writing of request to extend lease no later than 6 months before expiration of the first lease term. Lease extension rates shall be set at a 3% annual increase Plus Cam.
- 4. RENT:** Yielding and paying the yearly base rent as follows, with monthly payments due on the first day of each month:  
**Year One Sept 2023-2024:** Yearly sum \$48,000.00  
Monthly Payments in advance of \$4,000.00  
**Year two Sept 2024-2025:** Yearly sum \$51,600.00  
Monthly Payments in advance of \$4,300.00  
**Year three Sept 2025-2026:** Yearly sum \$52,800.00  
Monthly Payments in advance of \$4,500.00  
**Year four Sept 2026-2027:** Yearly sum \$55,200.00  
Monthly Payments in advance of \$4,700.00  
**Year five Sept 2027-2028:** Yearly sum \$58,800.00  
Monthly Payments in advance of \$4,900.00
- 5. ADVANCE RENT/SECURITY DEPOSIT:** The LESSEE agrees to pay the LESSOR the first, Last \$8,900.00 and Security Deposit \$4,900.00 Plus two months CAM @ \$2,030.00  
**Total amount due upon execution of lease \$15,830.00.**
- 6. COMMON AREA COSTS:** Tenant shall be liable for CAM [Common Area Maintenance] which shall include taxes, plowing, maintenance, management, common water, common lighting & septic Estimated at \$5.80 sq./ft. Total monthly charge \$1,015.00.  
**Lessee shall pay for trash removal and grease removal billed monthly & quarterly.**
- 7. An additional fee will be charged for Grease trap pumping at a rate of 50% of the pump cost.**
- 8. SERVICES FURNISHED TO LEASE PREMISES:** The Lessee agrees to pay for separately metered heat and electrical services. and water furnished to the Leased Premises, LESSEE shall also be responsible for trash removal.

**9. USE OF LEASED PREMISES:** The Leased Premises shall only be used for the retail food service of pizza and sandwiches. No premium Coffees, blended coffee drinks, smoothies or breakfast sandwiches are permitted to be served 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.

**10.** Lessee acknowledges that this lease is a direct lease from the 7 River St LLC /WK Reality Trust

**11. 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, improper, noisy, or offensive, or contrary to any law or any municipal by-law or ordinance in force in the town in which the Leased Premises are situated.

**12. MAINTENANCE:**

**LESSEE'S OBLIGATIONS:** LESSEE agrees to maintain the leased premises in good condition. Lessee agrees to perform regular preventive maintenance on inside grease trap the heat and air condition unit. Lessee shall be responsible for all HVAC maintenance with the exception of replacement of the units if necessary. Lessee shall be responsible for replacement of the units if damage is caused because of the Lessee's negligence or lack of maintenance. Reasonable wear and tear, damage by fire and other casualty are accepted.

Lessee agrees to maintain unit entry and exit access in front of lessee's unit free from snow and ice. If Lessee fails to do so Lessor may remove snow and ice at lessee's expense.

**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 and (3) sidewalks, curbs, and grounds adjacent to the ground floor of the building. Lessee is responsible for all items not installed by Lessor including all plumbing, mechanical, and electrical systems and fixtures installed by the LESSEE. If maintenance is required because of the LESSEE, the LESSEE will pay the cost of same upon demand of the LESSOR. LESSEE must pay for an annual service contract on the HVAC equipment and shall be responsible at their expense for any repairs with the exception of replacement of the units if necessary. Lessee shall be responsible for the replacement of the units if damage is caused because of Lessee's negligence or lack of maintenance. Lessee shall be responsible for the replacement of HVAC if there is no annual maintenance contract in place otherwise the Lessor shall be responsible.

**13. 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.

**14. 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 \$200,000.00 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.

**15. ASSIGNMENT/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, for which permission shall not be unreasonably withheld. 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.

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

- A. 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 the due date of such payment; or
- B. 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; or
- C. 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 conditioning 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, attorney's fees in instituting, prosecuting or defending any action or 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. Any default by the Lessee gives the Lessor all rights to terminate the lease as written with notice to the Lessee at which time the Lessee shall remove property and vacate premises within 30 days.

**17. LESSOR'S ACCESS:** Lessor shall have reasonable access to unit for safety and emergency reasons.

**18. 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 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.

**19. 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 and 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 and 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 Section 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 introduce any substance into said septic system that may damage or otherwise inhibit the functioning of said system.

**20. 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). 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, damaged by fire or other casualty only accepted. 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 LESSORS 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.

Lessee agrees to pay all legal fees to force surrender of premise if legal action is required.

**21. ALTERATIONS/ADDITIONS:** The LESSEE shall not make structural alterations 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 or delayed. All such allowed alterations shall be at LESSEE'S expense and shall be in a 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. Any alterations or improvements made by the LESSEE shall become property of the LESSOR at the termination of occupancy as provided herein.

**22. FIRE, CASUALTY, EMINENT DOMAIN:** Should a substantial of the Leased Premises, or of the property which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased Premises substantially 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:

- A. The LESSOR fails to give written notice within thirty (30) days of intention to restore Leased Premises, or
- B. 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.
- C. 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.

**23. NOTICE:** All notices required or to be given hereunder shall be in writing and deemed duly given when delivered by hand 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:**

Sumit Saini Personally

Sheela and Sons corp

Middleton, Ma

**If to the LESSOR**

7 River St LLC/WDK Reality Trust

PO Box 70

Middleton, MA 01949

All rent shall be made payable to: **"WDK Reality Trust."**

Executed, in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Lessee: Sumit Saini  
Sumit Saini / Sheela and Sons corp

Guaranteed Personally by: Sumit Saini 6/\_\_\_\_

Sumit Saini Personally

The above personal guarantor acknowledges the commitment of the personal guarantee of all financial commitments as outlined in the above lease, of which all written terms are being personally guaranteed by the signing of this agreement. The Guarantor also agrees to waive any spousal protections regarding preventing the enforcement of any guarantee of the terms of this lease.

LESSOR:

SIGNED: Warren D. Kelly

7 River St LLC/WDK Reality Trust Warren D. Kelly, Manager/Trustee

Witness: Sumit Saini

### **ADDENMENT A**

The following shall be part of the attached lease for 221 So Main St Middleton, Ma 01949:

- No paper signs, neon or lit signs are allowed in windows without Lessor's approval.
- All employees must park automobiles in the rear or in the lower side yard by Walgreens.
- Lessee shall be responsible for paying for trash pickup if any trash is left on the ground.
- Lessee agrees to pay for any increase in trash removal rates or lessee usage increases.
- Lessee agrees to pay 1/3 of the cost for any rodent control needed for building regardless of proof of origin of rodents.

Lessee: Sumit Saini  
Sumit Saini Personally

Lessee: Sumit Saini  
Sumit Saini/ Sheela and Sons corp



## Town of Middleton

### Business Certificate

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

Name of Business: SHEELA and SONS CORP. DBA SUMMIT'S PLACE

Business Address: 221 SOUTH MAIN ST Middleton, MA 01949

Business Phone: 9787744045 Email Address SUMITSAINIM@GMAIL.COM

Nature of Business SUMMIT'S PLACE

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

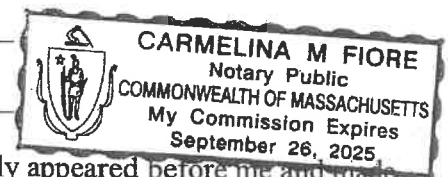
1. SUMIT SAINI MIDDLETON, MA, 01949  
Owner/Corporate Officer Name Residential Address City, State, Zip

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

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

Signatures: 1. Sumit Saini

2. \_\_\_\_\_



On July 31, 2023 the above-named person(s) personally appeared before me and made oath that the forgoing statement is true.

Seal

Carmelina M. Fiore  
Notary Public/Town Clerk Signature

1. Identification presented: ☒ Driver's License # \_\_\_\_\_

☐ Other \_\_\_\_\_

2. Identification presented: ☐ Driver's License # \_\_\_\_\_

☐ Other \_\_\_\_\_

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

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

Certificate Number 23-61

Date Processed July 31, 2023

Certificate Expiration July 31, 2027

☒ New

☐ Renewal



## OFFICE OF THE TOWN ADMINISTRATOR

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

8.

### Meeting Schedule 2023-2024

#### 2023

August 8

September 5 and 19

October 10 and 24

October 17 – Special Town Meeting

November 14th and 28

December 5<sup>th</sup> if needed

December 19th

#### 2024

January 9 and January 23

February 3 – Operating Budget Saturday

February 6 and 20

March 2 – Capital Budget Saturday

March 5 and 19

April 9 and 23

May 7 and 28

May 14 – Annual Town Meeting

June 11 and 25





9.  
See plans  
in separate  
attachment

# **PUBLIC MEETING**

## **TOPIC: BOSTON STREET SIDEWALK**

**When: Monday, April 24; 6pm to 7pm**

**Where: Flint Public Library, Middleton**

Please consider stopping by to see new plans for a sidewalk installation on Boston Street that will run from Wildwood Drive to Elm Street. Currently, the sidewalk on Boston Street ends at Wildwood Drive. This project is Phase I of a two phase project to extend the Boston Street sidewalk to the Peabody town border.

[Click here for sidewalk plans.](#)

Send comments or questions to Town Planner Katrina O'Leary at [Katrina.oleary@middletonma.gov](mailto:Katrina.oleary@middletonma.gov)



**NORTH SHORE  
INFORMATION TECHNOLOGY  
COLLABORATIVE**

10.

# ANNUAL REPORT

2023

## **PREPARED BY**

Colby Cousens, Danvers  
Brian Luther, MAPC  
Jackie Bresnahan, Middleton  
Kerri McInnis, Danvers

# EXECUTIVE SUMMARY

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The North Shore IT Collaborative has made steady progress since its formation in July 2021, achieving numerous milestones and effectively addressing common information technology and cybersecurity challenges faced by its member communities.

In July 2021, the North Shore IT Collaborative was established, bringing together seven communities – Danvers, Middleton, Topsfield, Wenham, Hamilton, Essex, and Manchester-by-the-Sea - under the guidance of the Metropolitan Area Planning Council (MAPC).

Each year, the collaborative sets a series of goals that directly address a shared challenge, enhance service level and/or provide increased value to the communities. While member communities maintain local control and voting rights in decision-making, the group identifies shared information technology needs and develops regional approaches to address them. This strategy leverages distributed expertise and economies of scale, with town leadership meeting monthly to discuss ongoing projects and define the strategic direction of the collaborative.

Through this process, the North Shore IT Collaborative has realized significant benefits, including grant receipts and cost savings through bulk purchasing. To date, the group has secured over \$1 million in grant funding, positioning itself as a target for regional and technical grant programs. Cost savings have been achieved through bulk purchase of cybersecurity and IT support services, allowing member communities to access these services at reduced rates.

Furthermore, the collaborative has fostered the development of relationships with trusted strategic partners in the areas of information technology and information security. The purchasing power and collective influence of the group have enabled the establishment of strong connections with key industry players, ultimately benefiting each member community.

# MISSION

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The mission of the North Shore IT Collaborative is to strengthen and secure the technology infrastructure of our member communities through shared knowledge, resources, and innovation, fostering regional collaboration, and promote cost-effective solutions to address the evolving information technology and cybersecurity challenges faced by local governments.



# INFRASTRUCTURE IMPROVEMENTS AND ENHANCEMENTS

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## FIREWALLS

The deployment of Fortinet firewalls throughout the member communities has been carried out with a focus on creating a secure and high-performance network infrastructure. These firewalls provide robust protection against cyber attacks, malware, and unauthorized access while also ensuring data privacy and regulatory compliance.

This hardware enhances security and optimizes regional fiber optic network performance. They offer advanced features like traffic shaping, application control, and QoS management to maximize bandwidth usage, prioritize critical services, and benefit member communities with high-speed connectivity.

The deployment process involved close collaboration between the IT providers of the member communities, as well as consultation with Fortinet and other technology partners. This joint effort ensured that the firewalls were configured and installed correctly, tailored to the specific needs and requirements of each community.

## FIBER

The Commonwealth of Massachusetts has generously fully-funded our fiber optic project to connect each community in the collaborative. The project is currently ongoing with four of the six communities connected already. This robust communications infrastructure has a lifespan of around thirty years and will provide a primary means of reliable data transmission throughout the North Shore. Opportunities to leverage this infrastructure for service consolidation, cost savings, and public safety are on the horizon. The fiber optic network will also enable access to the regional datacenter in Danvers.

## REGIONAL DATACENTER

The North Shore IT Collaborative used \$500,000 in American Rescue Plan Act (ARPA) funding to establish a regional data center in Danvers. This project aimed to consolidate IT infrastructure and provide enhanced services to the member communities by leveraging the existing fiber optic network.

The benefits of implementing a regional data center include improved efficiency, resource optimization, and cost savings. The centralized data center allows for better management of IT resources, streamlined operations, and a higher level of security and redundancy. By consolidating the servers in a single location, the North Shore IT Collaborative can also achieve economies of scale, resulting in lower operational and maintenance costs for the member communities.

Servers from the Town of Essex were migrated seamlessly to the new center, the Town of Wenham migration is currently in progress. Plans to move additional communities will follow.

The regional data center fosters collaboration among the participating towns, promoting shared expertise and knowledge transfer. This collaborative approach enables the communities to stay up to date with the latest technological advancements, best practices, and industry standards.

## SUPPORT SERVICES

Early in the formation of the collaborative, we negotiated a reduced rate for proactive support service throughout member communities. Our purchasing power as a group and our consent to serve as a reference customer brought us considerable interest in deal negotiations.

Our partner, INNO4, has worked well in supporting members and collaborates effectively with Danvers support staff. The co-managed model allows the collaborative to remain scalable and flexible, responsive and effective.

# CYBERSECURITY INITIATIVES

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## SECURITY SOLUTIONS IMPLEMENTATION

In addition to firewalls, the North Shore IT Collaborative has implemented Security Information and Event Management (SIEM), Security Operations Center (SOC) services, Endpoint Detection and Response (EDR), and Multi-Factor Authentication (MFA) to further enhance the cybersecurity posture of the member communities.

SIEM is a software solution that collects, analyzes, and correlates data from various sources in an organization's network to detect security threats, suspicious activities, and policy violations in real-time. It generates alerts for quick IT team response to minimize damage.

SOC is a centralized facility where a team of cybersecurity professionals works together to monitor, detect, analyze, and respond to cyber threats and incidents around the clock. The SOC team utilizes advanced tools and technologies, such as SIEM, to keep an organization's network secure and minimize the impact of cyber attacks.

EDR is a security solution that detects, investigates, and mitigates threats on endpoints (laptops, desktops, and mobile devices). It monitors endpoints for suspicious activities, alerts IT teams of potential threats, and enables swift action to prevent or contain them.

MFA is a security measure that requires users to provide multiple forms of verification to confirm their identity before gaining access to a system or data. This is an enhancement over traditional single-factor authentication, where only a password is used.

In the context of the North Shore IT Collaborative, the implementation of SIEM, SOC services, EDR, and MFA means that the member communities can benefit from enhanced monitoring and detection capabilities, ensuring a

more secure and resilient IT environment. The SIEM system and EDR solution provide valuable insights into potential threats and vulnerabilities, while the SOC team works proactively to address and mitigate these issues. The implementation of EDR and MFA allowed us to comply with cybersecurity insurance requirements for FY24.

## **TRAINING AND AWARENESS PROGRAMS**

The Massachusetts Office of Municipal and School Technology (OMST) offers a Cybersecurity Awareness Training Grant to support local governments and schools in their efforts to improve cybersecurity practices and awareness. The grant program aims to provide funding and resources for cybersecurity training, helping organizations better prepare their staff to recognize and respond to cyber threats, ultimately reducing the risk of cyber incidents.

The North Shore IT Collaborative, recognizing the importance of cybersecurity awareness, is taking full advantage of this grant opportunity. By applying for the grant, the collaborative aims to enhance the cybersecurity posture of its member communities through comprehensive training and education programs. The training will cover topics such as phishing, social engineering, password security, and safe browsing habits, equipping employees with the knowledge and skills to protect sensitive data and systems.

The North Shore IT Collaborative is also piloting a multi-tenancy feature for the program. This innovative approach allows multiple communities within the collaborative to share a centralized cybersecurity awareness training platform and streamline administration. By participating in the pilot program, the North Shore IT Collaborative is helping OMST develop and refine the multi-tenancy offering for broader implementation.

The collaboration between the North Shore IT Collaborative and the state agency benefits both parties. The collaborative gains access to valuable cybersecurity training resources, while the state agency receives valuable feedback and insight into the effectiveness of the multi-tenancy feature, enabling them to enhance the program for future participants.



# GRANTS AND FUNDING OPPORTUNITIES

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This past year the collaborative was awarded two Municipal Fiber Grants from the State of Massachusetts Community Compact Program, totaling \$635,000. These funds will be used to complete the connectivity phase of the fiber rollout and begin moving into redundancy, improving reliability of the network.

These initiatives are strategic moves by the North Shore IT Collaborative to enhance the resiliency and reliability of its fiber optic network, ensuring uninterrupted communication and data transfer among member communities. Public safety is also a big focus of this work as we connect numerous communications resources with the regional 911 dispatch center.

Collaboration between the member communities, state agencies, and technology partners will be essential for the successful implementation of this project. Upon completion, the enhanced fiber optic infrastructure will not only provide redundancy but also enable the collaborative to explore new opportunities for resource sharing, joint purchasing, and regional IT initiatives.

Additionally, we received a \$100,000 commitment from the Northeast Homeland Security Regional Advisory Council (NERAC). This funding will go towards an evaluation of our security posture and remediation efforts, along with incident response plan development and a tabletop exercise to verify the plan. Cybersecurity is a moving target that constantly evolves, these efforts are preventative and preparatory in the event a response to an incident is required.

# AWARDS AND RECOGNITIONS

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The Massachusetts Digital Government Summit is an annual event that convenes IT leaders, professionals, and stakeholders to discuss and share best practices in digital government. It promotes innovation, collaboration, and improved public services through technology.

At this year's event, the North Shore IT Collaborative was recognized with an Excellence in Technology Award in Cybersecurity and Risk Management. This significant achievement highlights the collaborative's outstanding accomplishments in implementing and managing technology projects that positively impact the delivery of government services while ensuring the security and resilience of their digital infrastructure.

Winning an Excellence in Technology Award in Cybersecurity and Risk Management validates the North Shore IT Collaborative's hard work and dedication, and highlights the importance of embracing new technologies and strategies to enhance public services and cybersecurity.

The work of the North Shore IT Collaborative was featured on [GovTech.com](https://govtech.com). Govtech is the online portal to Government Technology Magazine, and a renowned source of information on information technology impacting state and local governments. The article is a testament to the great work of our collaborative and represents us a model for others to replicate.

# SUPPORTING ORGANIZATIONS AND STAKEHOLDERS

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We would like to extend our sincere gratitude and appreciation to our member communities and our many supporters.

The dedication and efforts of the member community leadership have been instrumental in fostering collaboration, driving innovation, and realizing the potential benefits of a unified approach to information technology and cybersecurity. Their vision and commitment have been key factors in the success of the North Shore IT Collaborative and the numerous initiatives undertaken to enhance the cybersecurity posture and technological capabilities of the participating communities.

The Metropolitan Area Planning Council (MAPC) is a regional planning agency that serves the people who live and work in the 101 cities and towns of Metropolitan Boston. The expertise MAPC provides in terms of meeting coordination, documentation, communication, drafting agreements, and procurement assistance is a significant aid in the continuity of operations for the collaborative.

The Massachusetts Office of Municipal and School Technology (OMST) has played a vital role in providing guidance, resources, and grant opportunities that have significantly contributed to the growth and development of the collaborative. Their support has allowed the collaborative to access valuable training programs, implement cutting-edge technologies, and ensure that the member communities remain at the forefront of cybersecurity and IT best practices.

The MassCyberCenter has been an invaluable partner in promoting cybersecurity awareness and fostering collaboration between the public and private sectors in Massachusetts. Their expertise and support have been essential in helping the North Shore IT Collaborative navigate the complex landscape of cybersecurity threats and develop robust strategies to protect the digital assets and infrastructure of the member communities.

The Northeast Homeland Security Regional Advisory Council (NERAC) is a collaborative body in Massachusetts that focuses on enhancing the public safety and security of the communities within the Northeast region of the state. NERAC facilitates regional collaboration by bringing together various stakeholders, including municipal and public safety officials, emergency management professionals, and first responders. Its primary goals include enhancing the region's capabilities to prevent, protect against, mitigate the effects of, respond to, and recover from incidents that pose a threat to the safety and security of its residents.

The mission of the Cyber Resilient Massachusetts Working Group (CRMWG) is to bring together public and private sector leaders to identify ways the Commonwealth's innovative technology ecosystem can help Massachusetts municipalities and critical institutions protect sensitive data, increase cybersecurity awareness, and respond to emerging threats.

The Danvers Information Technology team is a group of dedicated professionals who support and maintain initiatives for the North Shore IT Collaborative. They manage the regional cybersecurity fabric, perform regular maintenance, updates, and status monitoring of security posture on an ongoing basis. The team also supports our regional datacenter initiative and is on hand for future projects and opportunities.

We are immensely grateful for the contributions of these organizations and their ongoing commitment to the success of the North Shore IT Collaborative. Together, we will continue to work towards a more secure, efficient, and innovative technological future for the communities we serve.

# STRATEGIC MANAGEMENT

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The Town of Danvers provides the systematic planning, development, implementation, and monitoring of IT resources and initiatives in alignment with the collaborative's overall goals and objectives. Additionally, Danvers has a contract with the Town of Middleton dedicating resources in depth to this concept. Many of these efforts occur behind the scenes but are an important part our success. Examples of our strategic work include:

**Risk Management:** Identifying and managing risks associated with IT investments and operations. This includes cybersecurity risks, data breaches, technology obsolescence, and compliance issues. Our cybersecurity efforts are targeted here along with our work to establish a five-year refresh cycle on technology hardware.

**Technology Roadmapping:** Outlining the evolution of IT infrastructure. This includes what technologies will be adopted, upgraded, or phased out, and a timeline for these actions. The ongoing consolidation to a regional datacenter is on the roadmap, as are the cost efficiencies, insurance reimbursement opportunities, and technical advantages to disaster recovery in the cloud. As the fiber optic network fills out, it will present opportunities for cost savings through service consolidation. More initiatives and innovation are in development for exploration in the coming years, particularly focused on generating operational efficiency to offset cost.

**Investment and Budgeting:** Allocating resources effectively is crucial. This includes planning and forecasting the annual budget to align with needed maintenance and capital initiatives. Danvers delivers an annual budget to the collaborative each fall that describes investments needed to maintain operational initiatives. Capital investment has historically been funded by grant applications written and submitted by the Danvers team with assistance from other members of the collaborative.

**Vendor and Partner Management:** Building and managing relationships with vendors, service providers, and partners. This includes negotiating contracts, managing service level agreements, and ensuring that third-party services align with the organization's needs. An experienced team in Danvers brings this expertise to the collaborative and effectively leverages our purchasing power and the notoriety we have developed advantageously in negotiations.



# FINANCIAL REPORT

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The collaborative approach to purchasing resulted in a 25% annual savings on the renewal of the cybersecurity solution, demonstrating the power of economies of scale and the value of cooperation among the participating communities. The savings not only reduced the financial burden on individual communities but also allowed them to allocate resources more effectively towards other pressing IT and cybersecurity needs.

This bulk purchasing strategy has not only provided financial benefits but also fostered stronger relationships with technology partners and vendors. The North Shore IT Collaborative's joint efforts and collective bargaining power have made them a more attractive and valued customer, leading to better support, enhanced service levels, and potential future savings.

# FINANCIAL REPORT

## BREAKDOWN OF EXPENSES AND REVENUES

Summary of the budget information for the North Shore IT Collaborative for FY23 and FY24:

COMMUNITY	FY23	FY24
Danvers	\$118,333.81	\$120,650.50
Essex	\$21,080.67	\$23,161.51
Hamilton	\$23,048.39	\$25,602.62
Manchester-by-the-Sea	\$16,716.94	\$18,954.60
Middleton	\$24,126.47	\$26,734.60
Topsfield	\$12,145.43	\$14,154.51
Wenham	\$19,358.58	\$21,728.32

The budget for each member community in the North Shore IT Collaborative reflects an increase from FY23 to FY24, demonstrating the continued commitment of these communities to invest in information technology and cybersecurity initiatives.

# FINANCIAL REPORT

## SUMMARY OF GRANTS AND FUNDING RECEIVED

Summary of the revenue information for the North Shore IT Collaborative:

TITLE	FISCAL YEAR	AMOUNT
Municipal Fiber Grant	2023	\$335,000.00
NERAC	2023	\$100,000.00
Municipal Fiber Grant	2022	\$300,000.00
Community Compact IT Grant	2022	\$100,000.00
Efficiency and Regionalization Grant	2021	\$100,000.00
Efficiency and Regionalization Grant	2018	\$100,000.00

The North Shore IT Collaborative has secured a total of \$1,035,000.00 in grant funding across various programs, which have supported initiatives such as internships, program reviews, fiber installation, and regionalization/shared services. This funding has played a crucial role in the collaborative's growth and development, enabling the member communities to improve their IT infrastructure and enhance their cybersecurity capabilities.



# FINAL NOTE

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As we conclude an incredible year, we are both humbled and proud to witness the immense strides we have made as a collective body since the inception of the North Shore IT Collaborative in 2021.

Reflecting on the year gone by, we are reminded of the importance of unity and collaboration. When we initially brought our communities together, we had aspirations. Today, we have achievements. Our collaborative has been a testament to what can be accomplished when disparate communities pool their resources, expertise, and determination towards a common goal.

Our grant acquisition reaching a total of \$1 million is a landmark achievement, as is our implementation of a complex security fabric across the region. We are making logical and strategic investments in fiber optic and datacenter resources to reduce costs, and making cybersecurity a real feasibility for us all with a 25% cost avoidance on annual renewals.

The progress we have made together has earned us representation on the Northeast Homeland Security Regional Advisory Council and the Cyber Resilient Massachusetts Working Group. Recognition from and engagement with various State agencies and non-profits is actively occurring. Future efforts and initiatives leverage our existing momentum for added value, and are developing rapidly. Initial success has allowed exciting new opportunities to emerge, which we look forward to sharing as the new fiscal year unfolds.

There is much work to do as we renew our commitment to collaborating on technology challenges. We look forward to the rewarding, meaningful efforts ahead.



# NORTH SHORE INFORMATION TECHNOLOGY COLLABORATIVE

