

Town of Middleton

Public Hearing & Meeting Notice

**Community Preservation
Committee**

Monday, March 25, 2024

7:00 PM

Flint Public Library

Agenda

- 1 Minutes of previous meeting
- 2 Public Hearing on FY25 CPA Plan and Budget
- 3 Funding recommendations for qualifying projects in Annual Town Meeting Warrant
- 4 Reorganization
- 5 Unanticipated business

**PRELIMINARY MINUTES
TOWN OF MIDDLETON
COMMUNITY PRESERVATION COMMITTEE
FULLER MEADOW SCHOOL
MARCH 27, 2023
7:00 p.m.**

Members Present: Kosta E. Prentakis; Ilene Twiss; Robert Murphy; John Erickson; Jeff Garber; Mary Ann Erickson; and Anthony DeGregorio

Members Absent: Anne LeBlanc-Snyder; Anthony Pesci

Others Present: Cortney B. Dalen (Recording Secretary)

Call to Order - K. Prentakis called the meeting to order at 7:00 p.m.

Minutes of Previous Meeting - *J. Erickson motioned to approve the Preliminary Minutes of March 28, 2022. Seconded by A. DeGregorio. Motion passed 6-0-1.*

Hearing on FY24 CPA Plan and Budget - *J. Erickson motioned to open the Public Hearing. Seconded by I. Twiss. Motion passed 7-0-0.* K. Prentakis reported that the Plan is the same as last year except for the date and one name change. The draft Budget is based on \$270,000 of locally raised revenue and \$79,500 of state funds based on a match of 30% of FY23 local revenue. Total revenue of \$349,500.00. The budget funds the two ongoing debt service projects:

- a. \$87,375 contribution toward the Flint debt service,
- b. \$1,000 for the administrative expenses of the Committee.

A. DeGregorio questioned whether we can increase the amount put towards the Flint debt service (50% as opposed to 25%) to ease the tax rate a bit. *J. Erickson motioned to approve increasing the Flint Library debt service percentage to 50%. Seconded by I. Twiss. Motion passed 7-0-0.*

J. Erickson motioned to accept the FY24 CPA Plan. Seconded by I. Twiss. Motion passed 7-0-0.

Funding Recommendations for Qualifying Projects in Annual Town Meeting Warrants - K. Prentakis updated the Committee on qualifying new projects:

- a. DPW (Historic Commission) is requesting \$25,000 to continue restoring historic cemetery monuments. Advised that last year's appropriation is anticipated to be spent at the end of the fiscal year and the FY24 appropriation at the beginning of the fiscal year.
- b. DPW (Rails to Trails Committee and Rail Trail Alliance) is requesting \$50,000 to continue work on the rail trail. This year's request was anticipated from last year. The FY24 request will help fund work from Essex Street toward the North Andover line.
- c. Affordable Housing Trust \$200,000 of seed money to begin

addressing the affordable housing needs of Middleton.

J. Garber requested an explanation on the \$200,000 earmarked for the Affordable Housing Trust. A. DeGregorio, as a member of the Affordable Housing Trust, provided examples of what the money could be used for.

J. Erickson motioned to approve the CPC Budget including qualifying projects. Seconded by I. Twiss. Motion passed 7-0-0.

J. Erickson moved to close the public hearing. Seconded by I. Twiss. Motion passed 7-0-0.

Unanticipated Business - None

Adjournment - *I. Twiss motioned to adjourn at 7:14 p.m. Seconded by J. Erickson. Motion passed 7-0-0.*

Respectfully submitted,

Cortney B. Dalen

As per the Open Meeting Law, listed below are the documents either distributed to the Committee before the meeting or at the meeting:

1. Agenda
2. FY24 Budget
3. Preliminary Minutes of March 28, 2022
4. Community Preservation Plan of March 27, 20203
5. CPC Spending by Categories

COMMUNITY PRESERVATION PLAN

TOWN OF MIDDLETON

MARCH 25, 2024

The voters of Middleton adopted the Community Preservation Act (CPA) with a 1% surcharge at Town Meeting in May 2004 and at the ballot on November 2, 2004.

The Community Preservation Committee (CPC) was authorized by the Annual Town Meeting in May 2004 with the Town Moderator as the appointing authority. The members are:

Jeff Garber, Board of Selectmen, 2025
Robert Murphy, Master Plan Committee, 2024
John Erickson, Finance Committee, 2025
Anthony DeGregorio, Planning Board, 2024
Ilene Twiss, Housing Authority, 2026
Anthony Pesce, Conservation Commission, 2024
Anne LeBlanc-Snyder, Historical Commission, 2026
Mary Ann Erickson, Citizen-at-large, 2024
Kosta Prentakis, Citizen-at-large, 2026

The CPA requires at least 10% of each year's funds be spent or reserved for open space, historic preservation and affordable housing. CPA funds that are not expended in one year may be carried over to subsequent years. However, once CPA funds are reserved for a specific purpose, they must ultimately be used for that purpose. The remaining 70% of CPA funds in each fiscal year are available to be appropriated or reserved, according to the Town's discretion, for open space, historic preservation, affordable housing and recreation. Also 5% of annual CPA funds may be appropriated and used for administrative activities of the Community Preservation Committee.

The CPC is primarily a source of funding, rather than an initiator of projects. Town Boards, Departments and citizens may bring proposals for funding to the CPC. The CPC will give favorable consideration to those proposals that best meet our guidelines and goals. While the CPC does not have the power to appropriate funds for particular projects, Town Meeting may use CPA funds only with the recommendation of the CPC.

Goals:

Open Space:

1. Preserve Middleton's small town image
2. Protect valuable water resources and unique wildlife habitat areas
3. Increase and connect existing protected areas
4. Protect large tracts of undeveloped land

Recreation:

1. Provide for better recreational utilization of currently town owned land and facilities
2. Decentralize appropriate activities to neighborhood locations

Historic Preservation:

1. Preservation and enhancement of municipally owned properties of historical, archeological, architectural or cultural significance
2. Acquisition of threatened properties of particular historical, archeological, architectural or cultural significance
3. Encouraging the private sector to preserve assets of historical, archeological, architectural or cultural or cultural significance
4. Cataloguing resources of historical, archeological, architectural or cultural or cultural significance

Affordable Housing:

1. Meet local housing needs along the full range of incomes, while promoting diversity and stability of individuals and families in Middleton
2. Ensure that new affordable housing is harmonious with the community and its neighborhood
3. Leverage other public and private resources to the greatest extent possible.

Selection Criteria:

1. Consistency with Master Plan, Open Space and Recreation Plan and other planning documents that have or will receive wide community scrutiny and input
2. Preservation of currently owned Town assets
3. Affordability and provision for cost/funding that is compatible with the Town's financial plan
4. Preservation of a resource or opportunity that would otherwise be lost
5. Feasibility
6. Involvement of multiple CPA purposes
7. Involvement of multiple sources of funding
8. Compliance with Middleton Zoning By-laws

Adopted by the Community Preservation Committee on March 25, 2024.

| | | ANTICIPATED REVENUE | OPEN SPACE RESERVE | HISTORIC PRESERV RESERVE | AFFDBLE HOUSING RESERVE | FUND BALANCE | TOTAL AVAILABLE CPA FUNDS | PROJECT TOTAL |
|--|------------|------------------------|--------------------------|--------------------------------|-------------------------------|----------------------|---------------------------------|-------------------|
| 6/30/23 balances | | | \$ 168.46 | \$ 168.46 | \$ 201,389.02 | \$ 436,750.30 | \$ 638,476.25 | |
| | | | | | RECEIVABLE | \$ (7,968.55) | | |
| | | | | | CASH BALANCE | \$ 428,781.75 | | |
| FY24 | | | | | | | | |
| FY24 anticipated Town share | est | \$ 270,000.00 | | | | | | |
| FY24 state match based on 30% of FY23 Town Share | est 79,500 | \$ 65,354.00 | | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | \$ 335,354.00 | \$ 39,785.56 | \$ 39,785.56 | \$ 39,785.56 | \$ 215,997.32 | | |
| CPC admin budget | | | | \$ (39,853.12) | | \$ (134,896.88) | \$ 174,750.00 | |
| Historic cemetery monument restoration (HP) | | | | | | \$ (1,000.00) | \$ 1,000.00 | |
| Appropriation for Rail Trail (R) | | | | | | \$ (25,000.00) | \$ 25,000.00 | |
| Common at Municipal Complex (OP) | | | | | | \$ (10,146.88) | \$ 50,000.00 | |
| Affordable Housing Trust (AH) | | | | | | \$ (200,000.00) | \$ 200,000.00 | |
| Interest earned | | | | | | \$ (200,000.00) | \$ 200,000.00 | |
| Unused appropriations | | | | | | | | |
| 6/30/23 balances | | | \$ 100.90 | \$ 100.90 | \$ 41,174.58 | \$ 281,703.86 | \$ 323,080.24 | |
| | | | | | RECEIVABLE | \$ - | | |
| | | | | | CASH BALANCE | \$ 281,703.86 | | |
| FY25 | | | | | | | | |
| FY25 anticipated Town share | est | \$ 310,000.00 | | | | | | |
| FY25 state match based on 20% of FY24 Town Share | est | \$ 54,000.00 | | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | \$ 364,000.00 | \$ 39,351.45 | \$ 39,351.45 | \$ 39,351.45 | \$ 245,945.65 | | |
| CPC admin budget | | | | \$ (39,452.35) | | \$ (142,547.65) | \$ 182,000.00 | at 50% of revenue |
| Affordable Housing Trust (AH) proposed | | | | | | \$ (500.00) | \$ 500.00 | |
| Flint Public Library repairs (HP) proposed | | | | | | \$ (80,000.00) | \$ 80,000.00 | |
| | | | | | | \$ (60,000.00) | \$ 60,000.00 | |
| Interest earned | | | \$ - | \$ - | \$ - | \$ - | | |
| Unused appropriations | | | | | | | | |
| 6/30/23 balances | | | \$ 39,452.35 | \$ (0.00) | \$ 526.03 | \$ 324,601.86 | \$ 364,580.24 | |
| | | | | | RECEIVABLE | \$ - | | |
| | | | | | CASH BALANCE | \$ 324,601.86 | | |

| COMMUNITY PRESERVATION ACT SPENDING BY CATEGORY | | RECREATION | OPEN SPACE | HISTORIC PRESERVATION | AFFORDABLE HOUSING | ADMIN | TOTAL |
|---|------------|------------|------------|-----------------------|--------------------|------------|-------|
| FY05 | | | | | | | |
| HM fields at 11/16/04 STM (REC) | \$ 46,035 | | | | | | |
| Debt service on Town Common land purchase 11/16/05 STM (OS) | | \$ 55,000 | | | | | |
| FY06 | | | | | | | |
| Tramp House restoration 5/10/05 ATM (HP) | | | | \$ 15,000 | | | |
| Memorial Hall & Old Town Hall restoration 5/10/05 ATM (HP) | | | | \$ 79,000 | | | |
| Demolition on Town Common land purchase 5/10/05 ATM (OS) | | \$ 14,823 | | | | | |
| Town records project 5/10/05 ATM (HP) | | | | \$ 30,500 | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | | \$ 57,468 | | | |
| FY07 | | | | | | | |
| Debt service on Town Common land purchase 11/16/05 STM (OS) | | \$ 55,500 | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | | \$ 62,500 | | | |
| CPC admin budget | | | | | | \$ 953 | |
| Old Town Hall ATM 5/9/06 (HP) | | | | \$ 40,000 | | | |
| Flint Public Library deficit STM 12/5/06 (HP) | | | | \$ 62,500 | | | |
| FY08 | | | | | | | |
| Debt service on Town Common land purchase 11/16/05 STM (OS) | | \$ 60,000 | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | | \$ 63,750 | | | |
| Exterior work Old Town Hall (Historic Preservation) | | | | \$ 45,000 | | | |
| Prerestoration services for Flint stained glass windows (Hist Preserve) | | | | \$ 17,000 | | | |
| CPC admin budget | | | | | | \$ 956 | |
| FY09 | | | | | | | |
| Debt service on Town Common land purchase 11/16/05 STM (OS) | | \$ 60,500 | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | | \$ 54,125 | | | |
| Landfill athletic field design (REC) | \$ 25,000 | | | | | | |
| Memorial Hall field playground (REC) | \$ 25,000 | | | | | | |
| Memorial Hall and Old Town Hall (HP) | | | | \$ 115,000 | | | |
| CPC admin budget | | | | | | \$ 859 | |
| FY10 | | | | | | | |
| Debt service on Town Common land purchase 11/16/05 STM (OS) | | \$ 58,400 | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | | \$ 43,650 | | | |
| Fields at Essex Agricultural & JCC 12/1/09 STM (REC) | \$ 10,000 | | | | | | |
| CPC admin budget | | | | | | \$ 1,007 | |
| FY11 | | | | | | | |
| Debt service on Town Common land purchase 11/16/05 STM (OS) | | \$ 56,300 | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | | \$ 47,625 | | | |
| CPC admin budget | | | | | | \$ 859 | |
| 11 South Main Street demolition and landscaping | \$ 50,000 | | | | | | |
| FY12 | | | | | | | |
| Debt service on Town Common land purchase 11/16/05 STM (OS) | | \$ 54,200 | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | | \$ 45,000 | | | |
| CPC admin budget | | | | | | \$ 1,000 | |
| Debt service on 11 South Main Street purchase 5/11/10 ATM (OS) | | \$ 4,000 | | | | | |
| Reconstruction of Merriam Cemetery Wall 5/10/11 ATM (HP) | | | | \$ 16,000 | | | |
| Replacement of Memorial Hall fire/smoke/heat/alarm 5/10/11 ATM (HP) | | | | \$ 10,500 | | | |
| FY13 | | | | | | | |
| Debt service on Town Common land purchase 11/16/05 STM (OS) | | \$ 52,100 | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | | \$ 45,000 | | | |
| CPC admin budget | | | | | | \$ 1,000 | |
| Housing Authority window replacement project (AH) | | | | | | \$ 100,000 | |
| Old Town Hall (HP) | | | | \$ 13,000 | | | |
| Town Common/Town Center (OS) | | \$ 60,000 | | | | | |
| FY14 | | | | | | | |
| Debt service on Town Common land purchase 11/16/05 STM (OS) | | \$ 25,525 | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | | \$ 48,800 | | | |
| CPC admin budget | | | | | | \$ 1,000 | |
| Debt service on 11 South Main Street purchase 5/11/10 ATM (OS) | | \$ 41,250 | | | | | |
| Train Station restoration design (HP) | | | | \$ 9,500 | | | |
| Fuller Meadow playground equipment (REC) | \$ 26,000 | | | | | | |
| Open space and historic signage (OS & HP) | | \$ 6,000 | | \$ 5,000 | | | |
| Old Town Hall doors (HP) | | | | \$ 22,000 | | | |
| FY15 | | | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | | \$ 50,938 | | | |
| CPC admin budget | | | | | | \$ 1,000 | |
| Debt service on 11 South Main Street purchase 5/11/10 ATM (OS) | | \$ 40,350 | | | | | |
| Rails to Trails construction (REC) | \$ 130,000 | | | | | | |
| Fuller Meadow playground equipment (REC) | \$ 59,000 | | | | | | |
| FY16 | | | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | | \$ 52,000 | | | |
| Debt service on 11 S. Main land purchase 5/11/10 ATM (OS) | | \$ 39,450 | | | | | |
| CPC admin budget | | | | | | \$ 1,100 | |
| Henry Tragert Town Common | | \$ 100,000 | | | | | |
| Howe Manning shade structure | \$ 25,000 | | | | | | |
| Old Town Hall architectural services | | | | \$ 20,000 | | | |
| FY17 | | | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | | \$ 56,080 | | | |
| Debt service on 11 S. Main land purchase 5/11/10 ATM (OS) | | \$ 43,475 | | | | | |
| CPC admin budget | | | | | | \$ 1,100 | |
| FY18 | | | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | | \$ 53,360 | | | |

| | | | | | | |
|--|--------------|-------------------|-------------------|---------------------|-------------------|--------------|
| Debt service on 11 S. Main land purchase 5/11/10 ATM (OS) | | \$ 42,425 | | | | |
| CPC admin budget | | | | | \$ 1,100 | |
| Curtis Mill Commemorative (HP) | | | \$ 4,900 | | | |
| Sign at Mill Pond Dam (HP) | | | \$ 2,000 | | | |
| FY19 | | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | \$ 115,525 | | | |
| Debt service on 11 S. Main land purchase 5/11/10 ATM (OS) | | \$ 41,375 | | | | |
| CPC admin budget | | | | | \$ 1,150 | |
| Improvements to Emily Maher Park (REC) | \$ 45,000 | | | | | |
| Orchard Circle improvements (AH) | | | | \$ 185,917 | | |
| STM 3/19/19 Conservation Restriction Golf Course (OP) | | \$ 380,000 | | | | |
| FY20 | | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | \$ 62,750 | | | |
| Debt service on 11 S. Main land purchase 5/11/10 ATM (OS) | | \$ 40,325 | | | | |
| CPC admin budget | | | | | \$ 1,150 | |
| Irrigation for Rubchinuk Park (Rec) recommended to May 2019 ATM | \$ 24,500 | | | | | |
| Digitizing Historic Records (HP) recommended to May 2019 ATM | | | \$ 89,000 | | | |
| FY21 | | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | \$ 74,375 | | | |
| Debt service on 11 S. Main land purchase 5/11/10 ATM (OS) | | \$ 44,000 | | | | |
| CPC admin budget | | | | | \$ 1,150 | |
| Digitizing Historic Records (HP) recommended to May 2020 ATM | | | \$ 5,000 | | | |
| FY22 | | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | \$ 80,000 | | | |
| Debt service on 11 S. Main land purchase 5/11/10 ATM (OS) | | \$ 42,400 | | | | |
| CPC admin budget | | | | | \$ 1,200 | |
| Common at Municipal Complex contingent on approval of project | \$ 300,000 | | | | | |
| Replace Tramp House roof | | | \$ 17,000 | | | |
| Essex County Greenbelt for conservation restriction Camp Creighton | \$ - | | | | | |
| FY23 | | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | \$ 83,000 | | | |
| Debt service on 11 S. Main land purchase 5/11/10 ATM (OS) | | \$ 40,800 | | | | |
| CPC admin budget | | | | | \$ 1,200 | |
| Historic cemetery monument restoration (HP) | | | \$ 25,000 | | | |
| Appropriation for Rail Trail (R) | \$ 50,000 | | | | | |
| FY24 | | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | \$ 174,750 | | | |
| CPC admin budget | | | | | \$ 1,000 | |
| Historic cemetery monument restoration (HP) | | | \$ 25,000.00 | | | |
| Appropriation for Rail Trail (R) | \$ 50,000.00 | | | | | |
| Common at Municipal Complex (OP) | | \$ 200,000.00 | | | | |
| Affordable Housing Trust (AH) proposed | | | | \$ 200,000.00 | | |
| FY24 | | | | | | |
| Flint Public Library renovation & expansion 5/10/05 ATM (HP) | | | \$ 174,750 | | | |
| CPC admin budget | | | | | \$ 500 | |
| Affordable Housing Trust (AH) proposed | | | | \$ 80,000.00 | | |
| Flint (HP) proposed | | | \$ 65,000.00 | | | |
| | \$ 515,535 | \$ 2,008,198 | \$ 2,178,346 | \$ 565,917 | \$ 19,284 | \$ 5,287,280 |
| | 9.8% | 38.0% | 41.2% | 10.7% | 0.4% | |
| | | | | | | |
| | | RECREATION | OPEN SPACE | HISTORIC | AFFORDABLE | ADMIN |
| | | | | PRESERVATION | HOUSING | TOTAL |

March 7, 2024

Justin Sultzbach
Town Administrator
Town of Middleton
48 South Street
Middleton, MA 01949

Re: Flint Public Library Conditions Assessment

Dear Justin:

Building Conservation Associates, Inc. (BCA) is pleased to submit this proposal to the Town of Middleton to provide a conditions assessment, treatment recommendations, and a maintenance plan for the Flint Public Library. We have performed this service at other historic masonry buildings including 42 Hammond Street in Boston, 5 Western Avenue in Cambridge, 225 Binney Street in Cambridge, and Littlefield Library in Tyngsborough.

Scope of Work

Conditions Assessment

1. Conduct a thorough existing conditions assessment to:
 - a. Identify all materials on the building
 - b. Determine types of deterioration at each material type
 - c. Identify sources of water infiltration
2. Conduct a hands-on survey using an aerial lift, provided by the Town, to get a close look at the upper levels of the building. If a lift is not available, the survey will be conducted from the ground using high powered binoculars.
3. Develop a systemic understanding of how the building is performing as a whole, and how each system's deterioration impacts the other systems.

Treatment Recommendations

1. Develop treatment recommendations for each material type and deterioration mechanism observed.
2. Provide specific materials and methods for restoration.

Maintenance Plan

1. Develop a maintenance plan for the building, outlining the main building components and the frequency for scheduling routine maintenance.
2. Provide a spreadsheet identifying how often maintenance should occur, who should perform the work, and whether the work should be overseen by a professional.

Comprehensive Report

1. All of the information described above will be compiled into a comprehensive narrative report, illustrated with photographs.

Fees

BCA will provide the services above for a lump sum fee of \$7,800.00. The fee includes all direct expenses.

Terms And Conditions

1. Attachment A: Terms and Conditions of Professional Service is attached to this contract and incorporated herein by this reference.
2. This proposal is good for 60 days from the date of offer. BCA reserves the right to withdraw this letter of agreement if not executed and returned to our office within 60 days of the date of this letter.

If the foregoing is acceptable please sign below and return an executed copy for our files. Please do not hesitate to contact me with any questions. Thank you for this opportunity.

Offered by:

Building Conservation Associates, Inc.
Lisa Howe
Director

Accepted by:

Town of Middleton
Justin Sultzbach
Town Administrator

Attachment A
Building Conservation Associates, Inc.
Terms and Conditions of Professional Service

Standard of Care – Building Conservation Associates, Inc. (“BCA” or “Consultant”) is a consulting firm, not a licensed professional. The standard of care for all professional services performed or furnished by BCA under this Agreement will be the skill and care used by members of the Consultant’s profession practicing under similar circumstances at the same time and in the same locality. BCA makes no warranties, express or implied, under this Agreement or otherwise, in connection with the services provided by BCA.

Compensation - For the scope of services stated in the accompanying proposal or letter agreement, Client agrees to pay BCA the compensation stated in the agreement. Any modification to the contract amount for compensation shall be agreed upon by both parties in writing. BCA agrees to submit invoices monthly for services rendered in the manner and format stated in the written proposal. Payment terms are net 30 days.

Indemnification - Client and BCA each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys’ fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party’s negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and BCA, they shall be borne by each party in proportion to its negligence.

Force Majeure - Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution - Client and BCA agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. This Agreement shall be construed under and be governed in all respects by the laws of the State of New York, and any litigation arising out of this Agreement shall take place in a State or Federal Court of competent jurisdiction in New York County.

Termination of Contract - Client may terminate this Agreement within seven days prior written notice to BCA for convenience or cause. BCA may terminate this Agreement for cause within seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until BCA has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions - It is acknowledged by both parties that Consultant’s scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, lead, radioactive or other hazardous waste or materials. Client acknowledges that BCA is performing professional services for Client, and BCA is not and shall not be required to become an “arranger,” “operator,” “generator” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents - All documents prepared or furnished by BCA pursuant to this Agreement are instruments of BCA’s professional service, and BCA shall retain an ownership and property interest therein, including copyright. BCA grants Client a license to use instruments of Consultant’s professional service for the purpose of constructing, occupying and maintaining the Project alone, and for no other purpose. Reuse or modification of any such documents by Client, without BCA’s written permission, shall be at Client’s sole risk, and Client agrees to indemnify and hold BCA harmless from all claims, damages and expenses, including attorneys’ fees, arising out of such reuse by Client or by others acting through Client, or from any claim, damage, or expense, including legal fees, related in any way to any

change in BCA’s instruments of service or deviation therefrom, after the termination or expiration of this Agreement.

Use of Electronic Media - Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by BCA to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. When transferring documents in electronic media format, BCA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by BCA at the beginning of this assignment.

Construction Phase Services - If this Agreement provides for any construction phase services by BCA, it is understood that the Contractor, not BCA, is responsible for the construction of the project, and that BCA is not responsible for the acts or omissions of any contractor, subcontractor or material supplier. BCA will not supervise, direct, control or have authority over or be responsible for Contractor’s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Opinions of Cost - When included in BCA’s scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant’s experience and qualifications and represent BCA’s judgment as a professional generally familiar with the industry. However, since BCA has no control over the cost of labor, materials, equipment or services furnished by others, over contractor’s methods of determining prices, or over competitive bidding or market conditions, BCA cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant’s opinions or estimates of probable construction cost.

Duration of Agreement – If services under this agreement are not completed within 18 months, or if the project is put on hold through no fault of BCA for more than 12 months, BCA reserves the right to renegotiate the fees and rates.

Equipment Rental – Any prices for the rental of boom lift, scaffolding, scissor lift, or similar stated in the written proposal are based on verbal estimates. Prices will be confirmed with the client once services commence. The actual charge of equipment may vary slightly due to field conditions (e.g. inclement weather).

Exterior Testing – The temperature must be above 50 degrees Fahrenheit for field testing to take place on the exterior of a building. Wind chill temperature must be above 25 degrees Fahrenheit, and wind speeds must be below 20 miles per hour, for survey or other work to be performed on the exterior of a building.

Additional Services – This Agreement is based on BCA’s current understanding of the project and the information available for Consultant review. If during the course of the project new information requires a substantial change to the scope of services, BCA will request a change order for additional services and compensation as required. These additional services will be provided only upon mutual agreement between the parties.

Reimbursable Expenses – All reimbursable expenses will be charged at cost plus a markup stated in the written proposal. Reimbursable expenses include direct costs to BCA, contractor support, equipment rentals, and subconsultant fees.

J. B. KIDNEY & CO., INC.

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Roofers
Metal Workers

41 OSBORNE STREET • TELEPHONE (978) 744-2875 • FAX (978) 744-2252 • SALEM, MA 01970 • jbkidney@verizon.net

GUTTER/ROOFING PROPOSAL

Middleton Public Library
1 South Main St
Middleton, MA
Attn: Loretta Johnson

January 12, 2024

Dear Ms. Johnson,

The below quote includes all labor, material, fabrication, equipment, disposal, and insurance costs.

As requested, we are quoting you on the following work:

New OG Copper gutter and copper ornamental molding, to be installed at the eve of the roof on the old section of the library:

GUTTER-

- Build a pipe staging from the ground up to the eve of the roof
- Remove the existing copper gutters, and 2 courses of slate at the eve of the roof
- New copper gutters will be custom fabricated to match exact profile and size of the existing gutters.
- New copper ornamental molding will be fabricated to the exact profile as the existing molding
- New gutters will have a 5" opening and will pitch to existing downspout locations.
- All seams, endcaps, miters and outlets will be thoroughly soldered
- Gutter will be fastened directly to the fascia board with stainless steel screws
- All debris will be picked up at the end of each day and discarded in a dumpster at J.B. Kidney & Co. Inc shop

Cost to do this work will be THIRTY-NINE THOUSAND SIX HUNDRED EIGHTY (\$39,680.00) DOLLARS.

Replace broken/missing slate on main roof:

- Working off roof ladders to replace the broken and missing slate on the old and new sections roof at the above address
- Any broken or cracked slate will be removed and replaced with a new slate, using the same size and color as the remainder of the roof

- Copper fasteners will be used to fasten the new slate to the roof and a copper bib to cover the head of the fastener
- All debris will be cleaned up at the end of each day, any metal removed will be recycled at the time of removal

Cost to do this work will NINE THOUSAND THREE HUNDRED SEVENTY (\$9,370.00)
DOLLARS

Clean up debris upon completion of the work and furnish workmen's compensation and public liability insurance to protect the owner in case of an accident while work is in progress.

If you have any questions on the information detailed above, please contact us. We look forward to working with you.

Any rotted roof boards/wood must be replaced on a time and material basis before work can continue.

The above quote includes all labor, material, fabrication, equipment, disposal, and insurance costs.

If this proposal is accepted, we will send you a contract detailing a payment schedule to be signed and a copy returned to us.

Sincerely,

J.B. Kidney & CO. Inc

Scott Kidney