

**MIDDLETON SELECT BOARD**  
**MEETING AGENDA**  
**FULLER MEADOW ELEMENTARY SCHOOL**  
**NATHAN MEDIA CENTER**  
**143 SOUTH MAIN STREET, MIDDLETON, MA 01949**  
**TUESDAY, JULY 30, 2024**

*This meeting is being recorded*

6:00 pm	1. Business
	a. Warrant: 2502 and FP40
	b. Minutes: Open Session, July 9, 2024, Executive Session July 9, 2024
	c. Town Administrator Updates and Reports
6:05 pm	2. Public Comment
6:15 pm	3. Middleton Municipal Campus Updates
	a. Project Updates
	b. Context Amendments 8a, 8b, 9, 10 V.2, 13, 14
	c. Acceptance of Add Alternate #3 in W.T. Rich GMP
6:25 pm	4. Department Head Update: Nathan Stedman – Veteran Services
6:35 pm	5. Response to Open Meeting Law Complaint pertaining to July 9 <sup>th</sup> , 2024 Select Board meeting
6:40 pm	6. Review and vote on application for a new Common Victualler for Ferncroft Corporate Center, 35 Village Road, Middleton, MA 01949; Manager Angelo Senisis
6:45 pm	7. Update from liaison for Masco Working Group
6:55 pm	8. Appointments
	a. MBTA Advisory Board – available seat
	b. Scholarship Committee: Irene Kastrinakis (1 seat, 3 year term)
7:00 pm	9. Review of Administrative Services Coordinator Position
7:05 pm	10. Updates & Announcements

Upcoming Meetings:	August 13	Regular Select Board Meeting
	September 3 and 17	Regular Select Board Meeting

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

MEETING MINUTES  
MIDDLETON SELECT BOARD MEETING  
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER  
143 SOUTH MAIN STREET, MIDDLETON, MA 01949  
July 9, 2024 at 6 PM



With a quorum present the Chair called the meeting to order at 6 pm.

Select Board present: Rick Kassiotis, Chair; Debbie Carbone, Clerk; Jeff Garber; Kosta Prentakis; Brian Cresta via Zoom. Also attending: Justin Sultzbach, Town Administrator; Jackie Bresnahan Assistant Town Administrator; 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.*

## 1. Business

### a. Warrants

Warrant : 2426 /June 27, 2024: Payroll: \$ 1.3M; Bills Payable: \$ 1M; FP39: \$ 70,000

Warrant: 2427/June 30, 2024: Payroll: \$ 500,000; Bills Payable: \$ 1M

Warrant: 2501/July 11, 2024: Payroll: \$ 200,000; Bills Payable: \$ 3.4M

The Town Accountant/Finance Director Sarah Wood has reviewed the warrant and requested the Board's approval. Town Administrator Sultzbach provided a brief overview of the warrant presented for approval.

*On a motion by Prentakis, seconded by Carbone, the Board voted unanimously by roll call to approve Warrant 2426, 2427, 2501 & FP 39.*

### b. Minutes: June 18, 2024 OS/ES

*On a motion by Prentakis seconded by Cresta, the Board voted unanimously by roll call to approve the minutes as presented.*

### c. Town Administrator Updates & Reports- This report is posted on the Town website.

- Our team is exploring options for the Mill Pond Dam. The Ipswich River Watershed Authority recommended exploring the FY25 cycle for the Dam and Seawall Repair. Conversations with DCR are ongoing.
- "Side 1" of the Peabody Street Bridge has reached substantial completion. We are on target to complete the project within this construction season.
- With the impending expiration of our Verizon License, the Cable Advisory Committee will be meeting to discuss the terms of an upcoming agreement.
- The contract for the Boston St Sidewalk project has been finalized and sent off to the Commonwealth for signatures. The final bid came in at \$394,890, a figure that is workable within our budget. (Notice of Award issued to Commonwealth Construction and Consulting Co LLC of Woburn MA).
- The Town of Danvers has implemented a Level 5 Water Restriction. This allows for water by cans and hand-held hoses between 7pm and 8am.
- J. Bresnahan & J. Sultzbach will be attending the MMA Summer Meeting next week to discuss the development of strategic plans and Select Board retreat planning.
- The ZBA is set to wrap up the Angelica's 40b approvals at their 7/25/24 meeting.
- The stormwater group will begin meeting next month to develop a path forward relative to how we review stormwater for projects in town.
- Town Administrator office has reviewed some candidates for the Admin vacancy in the Town Administrator office, but have not had success in matching skillsets to our organizational needs. I am proposing a re-worked

job description with a focus on special projects. We will bring forward a proposal to the board for a visioning session at your 8/6/24 meeting.

- Municipal Building Project Update: Early abatement work has begun in the clubhouse. Footings are being prepared for the Public Safety Building. Cameras are being mounted this week to record a project time lapse for the website. Due to the eagle nest on site, the Federal Fish & Wildlife approval was required on the location of the generator; the town will submit an updated plan for written approval to be issued.

## 2. Public Comment

- Robert Quinn, Peachey Circle, displayed a sketch he prepared and spoke on his concern with cars parked along the road to the transfer station & playing field. He described a recent experience when a young child ran out from between the cars. He suggested a parking plan and other considerations; public safety and the recreation committee will be consulted.

**3. Department Head Update:** Traci Mello, Health Director was present and spoke on behalf of the Opioid Overdose Awareness Committee and outlined some upcoming events including using 2125 purple flags to represent the number of opioid deaths in Massachusetts last year. These will be placed on the library lawn, and at Richardson Ice Cream. The fire department will also be wearing purple t-shirts to bring awareness.

## 4. Joint meeting with the Middleton Library Board of Trustees to appoint new Trustee

*Board member K. Prentakis identified himself as a candidate and recused himself to sit with the other candidates.*

Trustees present: Mark Moreschi, Chair; Susan Piccole; Maria Paikos-Hantzis; Allison Sloan

The Library Board of Trustees participated in the deliberations to fill the vacant seat on the Library Board of Trustees for a term through the next election. Each candidate submitted an application and resume prior to the meeting; these were in the boards' packets.

In a brief introduction, Chair Kassiotis introduced the candidates: Michelle Dearborn; Tamara Gaydos; Rachel Nemeth; Kosta Prentakis; Kyle Smith. The candidates each spoke on their interest in serving on the Library Trustees, gave an overview of their qualifications, and answered questions of the Trustees and Board.

A discussion followed if there was potential conflict of interest for either the Board members or K. Prentakis as a candidate. The Board denied any conflict and supported the experience K. Prentakis had as a candidate.

*On a motion by Garber, seconded by Carbone, the Board unanimously nominated all five candidates.*

*The Chair asked for roll call vote from the Select Board and Library Trustees for their choice of candidate with K. Prentakis receiving the majority of votes.*

S. Piccole: K. Smith (1)

B. Cresta: K. Prentakis

M. Paikos-Hantzis: R. Nemeth (2)

D. Carbone: K. Prentakis

A. Sloan: T. Gaydos (1)

J. Garber: R. Nemeth

M. Moreschi: K. Prentakis (4)

R. Kassiotis: K. Prentakis

The candidates were each thanked for and encouraged to consider other board/ committee openings in town.

## 5. Vote new appointments as listed in packet - Those candidates present were invited to give a brief statement.

*On a motion by Garber, seconded by Carbone, the Board voted unanimously by roll call to appoint for a three year terms: William Renault to the Bylaw Review Committee, Bob LeBlanc to the Historical Commission, Annette Wilton to the Rails to Trail Committee.*

*On a motion by Prentakis, seconded by Carbone, the Board voted unanimously by roll call to appoint Herman Learmond-Criqui for a two year term to the Affordable Housing Trust as the Community Preservation Committee representative.*

Chair Kassiotis read the Board/Committee openings; these are posted on the Town website.

*B. Cresta left the meeting at 7:05 pm.*

**6. Final presentation & report from Studio Luz on Memorial Hall Feasibility, 48 & 48R South Main Street.**

Sarah Pumphrey, Project Manager, Elise Zilius, Designer and Claire O'Neill, Senior Vice President Real Estate Planning, were present to provide the final report on the findings for Memorial Hall, once the municipal activities have moved to the new facility. A PowerPoint presentation was referenced including a Project Overview Introduction, Existing Conditions, Site Analysis, Community Engagement, Programming & Planning, Vision, Site Schemes, Next Steps, and Community Engagement Presentation Content. The presentation is highlighted for the minutes:

- There is a steep slope and protected wetlands behind the building
- Community Engagement -114 residents participated; dense housing, bars, or clubs was not supported but rather minimal reuse i.e. expansion for programming, recreation, mixed use; demolish and use for creative adaptation i.e. road way to relieve traffic, housing. Schemes with the various uses were shown to help understand the proposed use of the space on the lot along with a general timeline.
- Further studies needed included: the septic, structural integrity, system upgrades, credibility upgrades & code implications, and civil engineering study/highway feasibility.

C. O'Neill spoke in support of the proactive approach the town is taking for this parcel. In her closing remarks, she noted the last thing a building needs is to be vacant, without people and a purpose, they decay rapidly. She observed the cost of reusing historical buildings is "astronomical" and encouraged the town to consider the various options presented that preserve the elements at the site that are important to the community to be sure it's active and useful.

Public comments were welcome at this time.

Diane Anderson, Boston Street, spoke on the importance of the history of this building i.e. a school, and encouraged the Board to recognize and maintain the value in the building as a historical part of Middleton, similar to the Library, Council on Aging building, and Oakdale Cemetery. In closing she referenced the amount of money being put towards a gazebo at the new facility vs trying to save one of the last historical building, and reminded the Board, some of the Community Preservation Funds can be used to preserve & enhance historical places.

Resident Rachel Nemeth spoke in strong support of maintaining Memorial Hall and referenced the characters of old buildings "made of real things" not plastic. She voiced her concern about the use of additional resources i.e. water for additional housing and suggested the town work to make living in Middleton more affordable and not just increase affordable housing.

Jeff Garber agreed the building should stay and acknowledged the cost to maintain an old building. He suggested packaging the Locust Street land together with providing affordable units in Memorial Hall.

He asked to explore this approach.

J. Sultzbach responded the town is looking at possible resources before this building is vacant to bring a meaningful plan to the community and balances a variety of factors. He noted this will be an ongoing conversation and process.

**7. Year End Transfers** presented by Finance Director - S. Wood spoke via Zoom on the year end transfers for FY24 in accordance with M.G.L 44 § 33B that may be made in the last 2 months of any fiscal year or during the first 15 days of the new fiscal year. The transfers for FY24 totaled \$90,026.83. S. Wood summarized the reasons for the transfers.

*On a motion by Carbone, seconded by Garber, the Board **voted unanimously** to transfer the funds as written per the Finance Director, Sarah Wood in the amount of \$92,026.83 to the necessary accounts as listed.*

**8. Annual Renewal for Class II License for Auto Export**

*J. Garber recused himself from this agenda item as a Class II license holder.*

J. Bresnahan spoke briefly on the application of Medi Shirdha to renew his Class II license as he was unable to do so during the license renewal period and would now like to resume working in town. M. Shirdha was present and explained he had an injury and was unable to work until now.

J. Bresnahan noted M. Shirdha has held a license without issue for a number of years.

On a motion by Prentakis, seconded by Carbone, the Board **voted 3-0-1, to renew** the Class II license for Auto Export (M. Shirdha) with J. Garber recused.

**9. Acceptance of Donation:** Food Pantry \$1000 from Francis Leary

On a motion by Prentakis, seconded by Carbone, the Board **voted unanimously** to accept the donation.

**10. Selection of Select Board designee for the Town Masco Coordination Group (TMCG)**

J. Sultzbach gave an overview of the TMCG as recommended by the Select Board to be initially comprised of a representative from each town (Middleton, Boxford, Topsfield), and Masco, to improve communication and coordinate with the Masco School Committee, specifically pertaining to capital & budgetary items. In the future this may expand to include other boards/committees.

K. Prentakis was nominated, and agreed to be, the Middleton designee. There were no other nominations.

**11. Update on TEC Study of Rt. 62 pass through traffic at intersection of Rt 114 Memorial Hall**

J. Sultzbach reported on the TEC Study, a basic analysis of traffic and maneuverability for a possible pass through (Memorial Hall property) off Boston Street to Maple Street; this was one element of the Studio Luz Study. It was determined about 60 percent of Rt. 62 traffic crosses Rt 114 rather than continue north/south. Two solutions were provided by TEC: Improve "zigzag" through the square to widen or otherwise improve existing roadways or consider a new road through the Memorial Hall parcel. The cost proposal for each study will be presented at the August Select Board meeting.

**Updates & Announcements**

The Middleton Police Benevolent Association will dedicate and installed a sign Couture Way, in honor of Sergeant Edward M. Couture, July 10, the day officer Couture was killed in the line of duty.

**8:20pm - Executive Session** - *On a motion by Prentakis, seconded by Carbone, the Board voted unanimously by roll call to enter in to Executive Session pursuant to G.L. c. 30A §21 (a) (2) To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining session or contract negotiations with nonunion personnel: Police Captain, and not return to open session but adjourn directly from Executive session.*

Rick Kassiotis recused himself from the Executive Session as a member of the Middleton Police Department.

➤ Executive Session Minutes were prepared by J. Bresnahan.

**Upcoming Select Board Meetings:** August 6 ; September 3 & 17

**Adjourn:** The Board voted unanimously by roll call to adjourn from Executive Session at 8:30 pm.

Respectfully submitted by

Catherine E. Tinsley

Catherine Tinsley, Recording Secretary

Debbie Carbone, Select Board Clerk

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

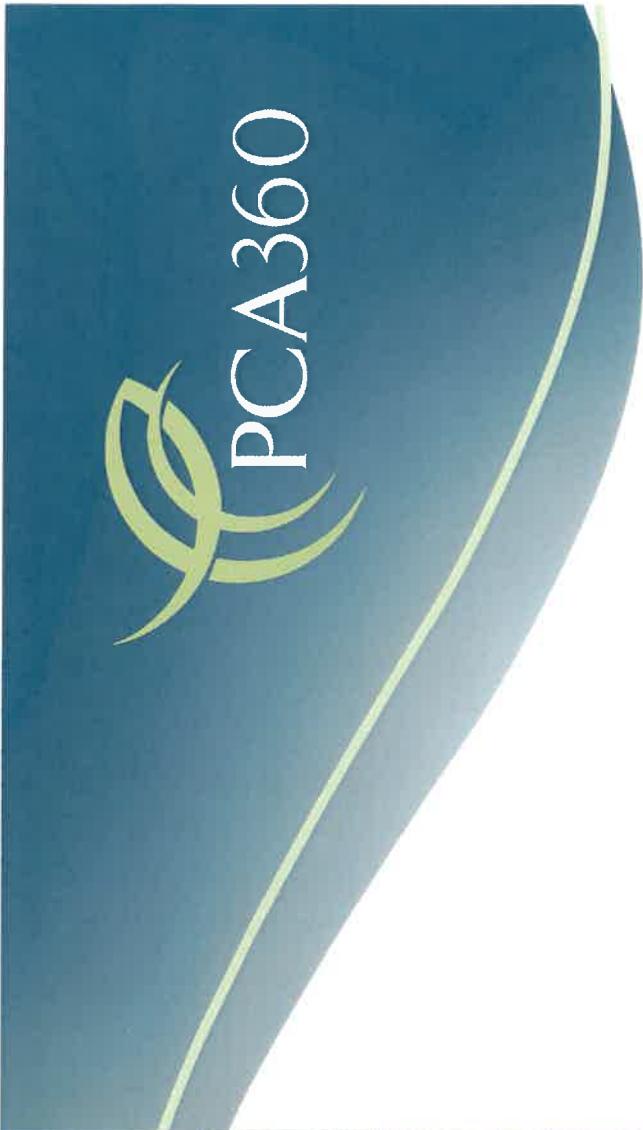
- Warrants 2426, 2427, 2501 & FP
- Minutes- June 18 ,2024 os/es
- Town Administrator Report

Middleton Select Board  
July 9, 2024

Meeting Minutes  
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*Draft*

- Library Trustee Applications/Letters of Interest/Resumes
- Studio Luz – Middleton Memorial Hall Programming & Planning Study; June 28, 2024
- Used Car Dealer License Class B -Auto Expert: July 9, 2024
- Middleton Food Bank Donation – June 18, 2024
- TEC Study- Rt 62 Memorial Hall – July 2, 2024
  - J. Sultzbach memo - July 9, 2024
  - TEC memo – July 2, 2024



Middleton Municipal Complex  
Project Update

07/24/24

3a.





# Project Schedule

## Schedule Bar Chart Detailed Weekly Work Plan Template

Milestone Activity	Start	End	2024												2025														
			M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A			
Mobilize	May-24	May-24																											
Site Clearing and Site Prep	May-24	Aug-24																											
Foundations	Dec-23	Feb-24																											
TH	Aug-24	Oct-24																											
PS	Jul-24	Sep-24																											
Structural Steel & Envelop																													
TH	Nov-24	Jul-25																											
PS	Oct-24	Aug-25																											
Interior Framing & Rough																													
TH	Mar-25	Aug-25																											
PS	Apr-25	Aug-25																											
Interior Finishes																													
TH	Apr-25	Nov-25																											
PS	May-25	Dec-25																											
Testing and Closeout																													
TH	Nov-25	Jan-26																											
PS	Dec-25	Jan-26																											



# Construction Progress





## Construction Progress





**Construction Progress**



PCA360



## Construction Progress





# Budget Update

Description	Total Project Budget	Authorized Changes	Revised Total Budget	Committed (Encumbered)	% Cmtd to Date	Actual Spent to Date	% Spent to Date	Balance To Complete		Remaining Uncommitted	Balance To Spend from Committed Funds
<b>ADMINISTRATION</b>											
Legal Fees	\$ 45,000		\$ 45,000	\$ 45,000	0.0%	\$ 726,088	0.0%	\$ 45,000	\$ 45,000		
Owner's Project Manager	\$ 1,579,441	\$ 234,080	\$ 1,813,521	\$ 1,346,548	74.3%	\$ 66,973	40.0%	\$ 1,087,433	\$ 466,973	\$ 620,460	
Owner's Insurance	\$ 165,000	\$ -	\$ 165,000	\$ -	0.0%	\$ -	0.0%	\$ 165,000	\$ 165,000	\$ -	
<b>SUB-TOTAL</b>	<b>\$ 1,789,441</b>	<b>\$ 234,080</b>	<b>\$ 2,023,521</b>	<b>\$ 1,346,548</b>	<b>66.5%</b>	<b>\$ 726,088</b>	<b>35.9%</b>	<b>\$ 1,257,433</b>	<b>\$ 676,973</b>	<b>\$ 620,460</b>	
<b>ARCHITECTURE &amp; ENGINEERING</b>											
A/E Services	\$ 4,915,000	\$ 27,600	\$ 4,942,600	\$ 4,970,200	100.6%	\$ 3,065,721	61.7%	\$ 1,876,879	\$ -	\$ 1,904,479	
Extra and Reimbursable Services	\$ 110,000	\$ 6,500	\$ 116,500	\$ 56,078	48.1%	\$ 66,641	118.8%	\$ 49,859	\$ 60,422	\$ -	
<b>SUB-TOTAL</b>	<b>\$ 5,025,000</b>	<b>\$ 34,100</b>	<b>\$ 5,059,100</b>	<b>\$ 5,026,278</b>	<b>99.4%</b>	<b>\$ 3,132,362</b>	<b>61.9%</b>	<b>\$ 1,926,738</b>	<b>\$ 60,422</b>	<b>\$ 1,893,916</b>	
<b>OTHER PROJECT COSTS</b>											
<b>SUB-TOTAL</b>	<b>\$ 3,552,160</b>	<b>\$ 610,762</b>	<b>\$ 4,162,922</b>	<b>\$ 710,498</b>	<b>17.1%</b>	<b>\$ 39,420</b>	<b>0.95%</b>	<b>\$ 4,123,502</b>	<b>\$ 3,452,424</b>	<b>\$ 671,078</b>	
<b>TOTAL SOFT COSTS</b>	<b>\$ 10,366,601</b>	<b>\$ 878,942</b>	<b>\$ 11,245,543</b>	<b>\$ 7,083,324</b>	<b>63.0%</b>	<b>\$ 3,897,370</b>	<b>34.7%</b>	<b>\$ 7,347,673</b>	<b>\$ 4,189,819</b>	<b>\$ 3,185,454</b>	
<b>CONSTRUCTION COSTS</b>											
Pre-Construction	\$ 124,910	\$ 124,910	\$ 124,910	\$ 124,910	100.0%	\$ 124,910	100.0%	\$ 56,220,948	\$ -	\$ 56,220,948	
Construction Costs	\$ 47,975,139	\$ 10,024,848	\$ 57,999,987	\$ 57,999,987	100.0%	\$ 1,779,039	3.1%	\$ 56,220,948	\$ -	\$ 56,220,948	
<b>CONSTRUCTION SUBTOTAL</b>	<b>\$ 47,975,139</b>	<b>\$ 10,149,758</b>	<b>\$ 58,124,897</b>	<b>\$ 58,124,897</b>	<b>100.0%</b>	<b>\$ 1,903,949</b>	<b>3.3%</b>	<b>\$ 56,220,948</b>	<b>\$ -</b>	<b>\$ 56,220,948</b>	
<b>OWNER CONTINGENCIES</b>											
Hard Cost Contingency	\$ 2,398,757	\$ 2,329,517	\$ 4,728,274	\$ -	0.0%	\$ -	0.0%	\$ 4,728,274	\$ 4,728,274		
Soft Cost Contingency	\$ 959,503	\$ (542,157)	\$ 417,346	\$ -	0.0%	\$ -	0.0%	\$ 417,346	\$ 417,346		
<b>Total Contingency</b>	<b>\$ 3,358,260</b>	<b>\$ 1,787,360</b>	<b>\$ 5,145,620</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ 5,145,620</b>	<b>\$ 5,145,620</b>		
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 61,700,000</b>	<b>\$ 12,816,060</b>	<b>\$ 74,516,060</b>	<b>\$ 65,208,221</b>	<b>88%</b>	<b>\$ 5,801,819</b>	<b>7.8%</b>	<b>\$ 68,714,241</b>	<b>\$ 9,307,839</b>	<b>\$ 59,406,402</b>	

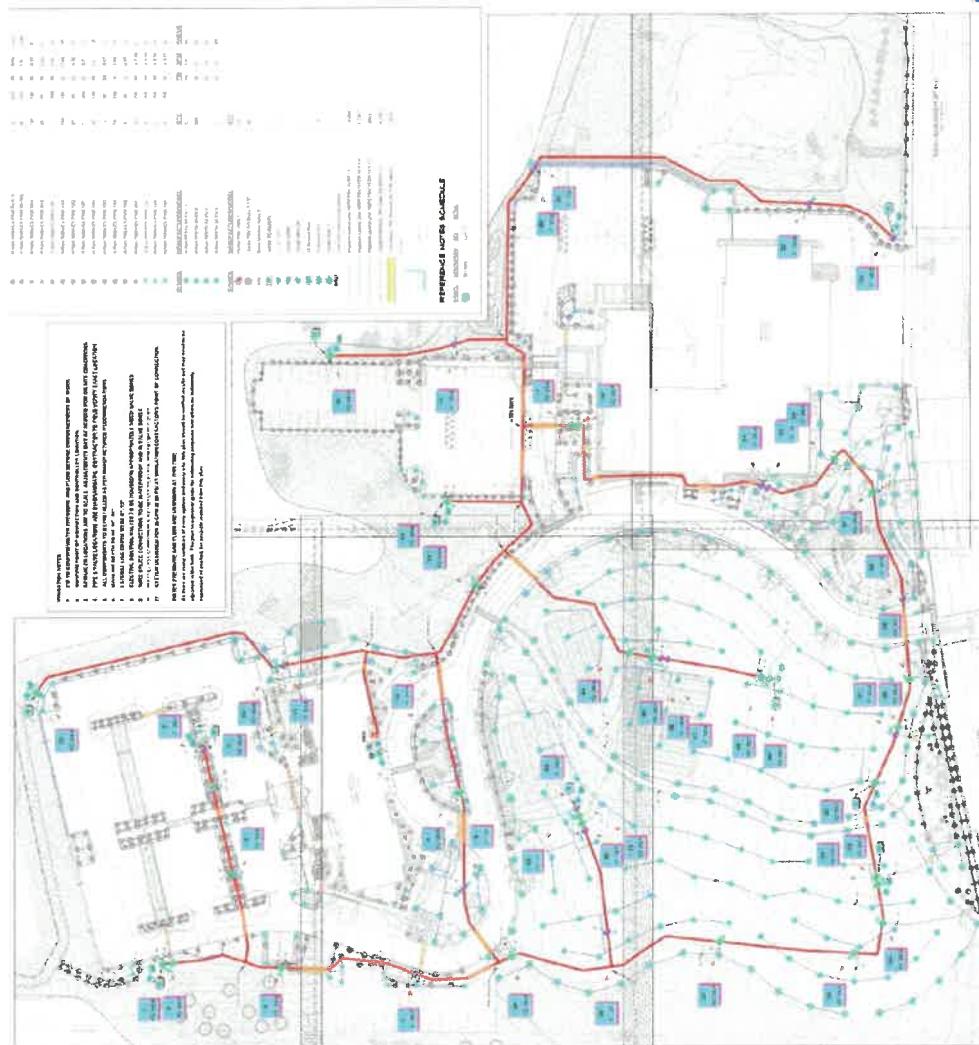


# Context Architecture - Amendments

MELD – Bldg Elec.	AMENDMENT No.8A FEE	\$ 18,290.00	Verbally Approved by TA
MELD – Site	AMENDMENT No.8B FEE	\$ 20,350.00	
Septic Redesign	AMENDMENT No.9 FEE	\$ 5,500.00	Verbally Approved by TA
MELD Model	AMENDMENT No.10 FEE	\$ 8,630.00	Verbally Approved by TA (V.2 Add'l +\$2,845)
Town Green Elec.	AMENDMENT No.11 FEE	\$ 3,630.00	Approved by MBC on 5/1/24
Irrigation	AMENDMENT No.12 FEE	\$ 58,190.00 (not approved)	Rejected by MBC on 5/22/24
Unused Fee	AMENDMENT No.13 FEE	\$ (35,000.00)	
MassDOT Radius	AMENDMENT No.14 FEE	\$ 1,100.00	



# Irrigation of the Site



## PROPOSAL

Date: July 22, 2024

To: W.T. Rich Company  
Attn: Tom Hood  
Project: Middleton Municipal Complex

LEI is pleased to submit this proposal for the above-mentioned project. Prices were prepared in accordance with the following:

Plan: Irrigation Concept Design - IR-1  
Date: 7/10/24  
Specifications: As noted below: Sheet IR-1  
Addenda: None

LEI will furnish and install complete in place all materials, labor and equipment, for following work:

### IRRIGATION

- Design-Build Irrigation system based on attached Sheet IR-1
- Assumes connection to existing well with output 25 GPM at 60 PSI
- All work required to meet water source specifications including (but not limited to) testing, electrical drilling, fracturing, water quality testing, iron treatment, rust treatment, chlorination shall be By Others
- In addition to 'Irrigation Notes' provided on Sheet IR-1, please note additional clarifications & exclusions below.

### TOTAL BID PROPOSAL

Please note the following exclusions:

- Well testing - By WTR
- Well vault for protection within the existing roadway.
- Piping POC to be given 10" from the exterior of Town Hall with Threaded tie-in fitting
- Dedicated EMT conduit from well to building for low voltage wiring.
- 110-volt electrical source

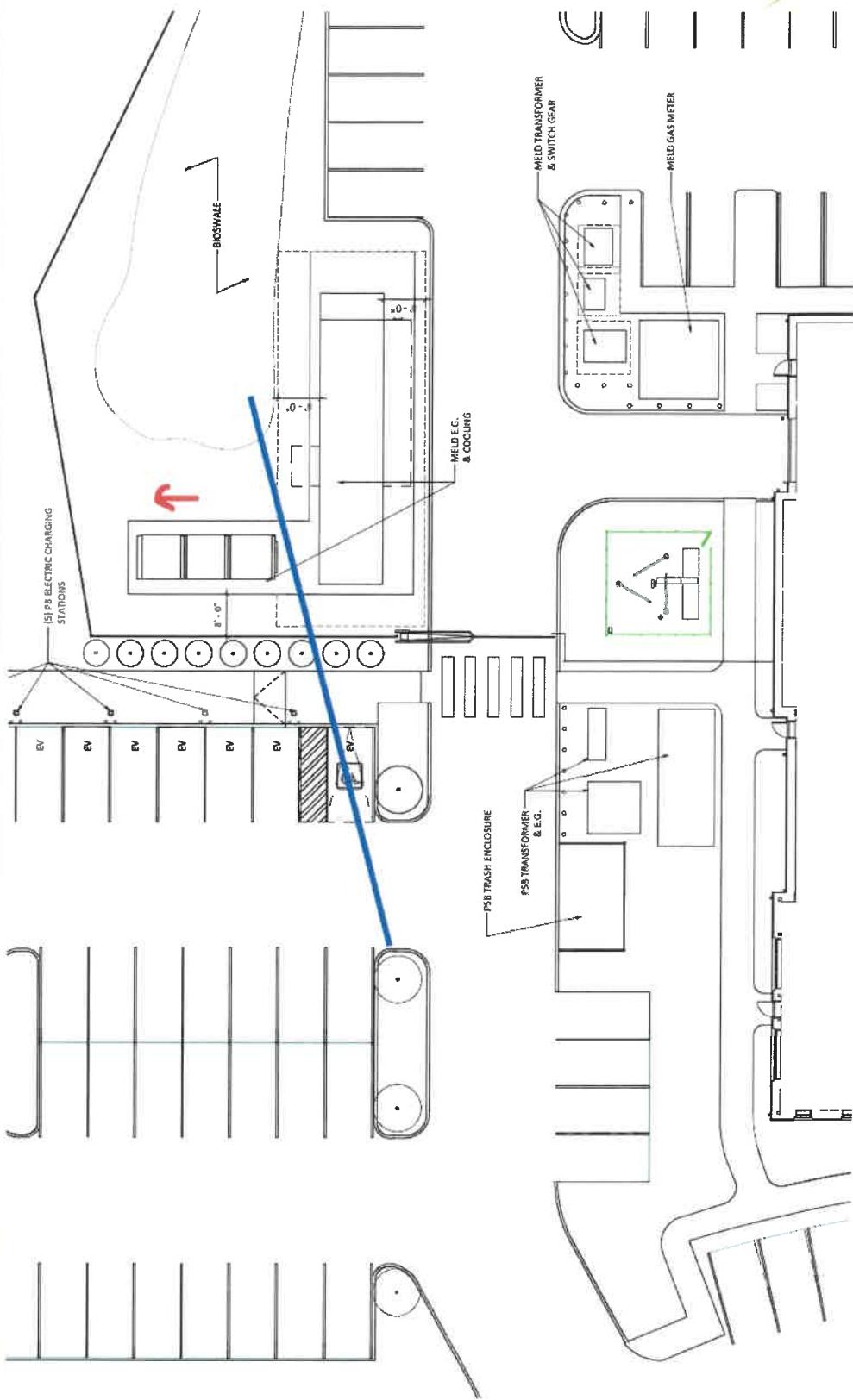
**\$190,000.00**

**PCA360**

# Security, CCTV, Intrusion – Request for Proposals

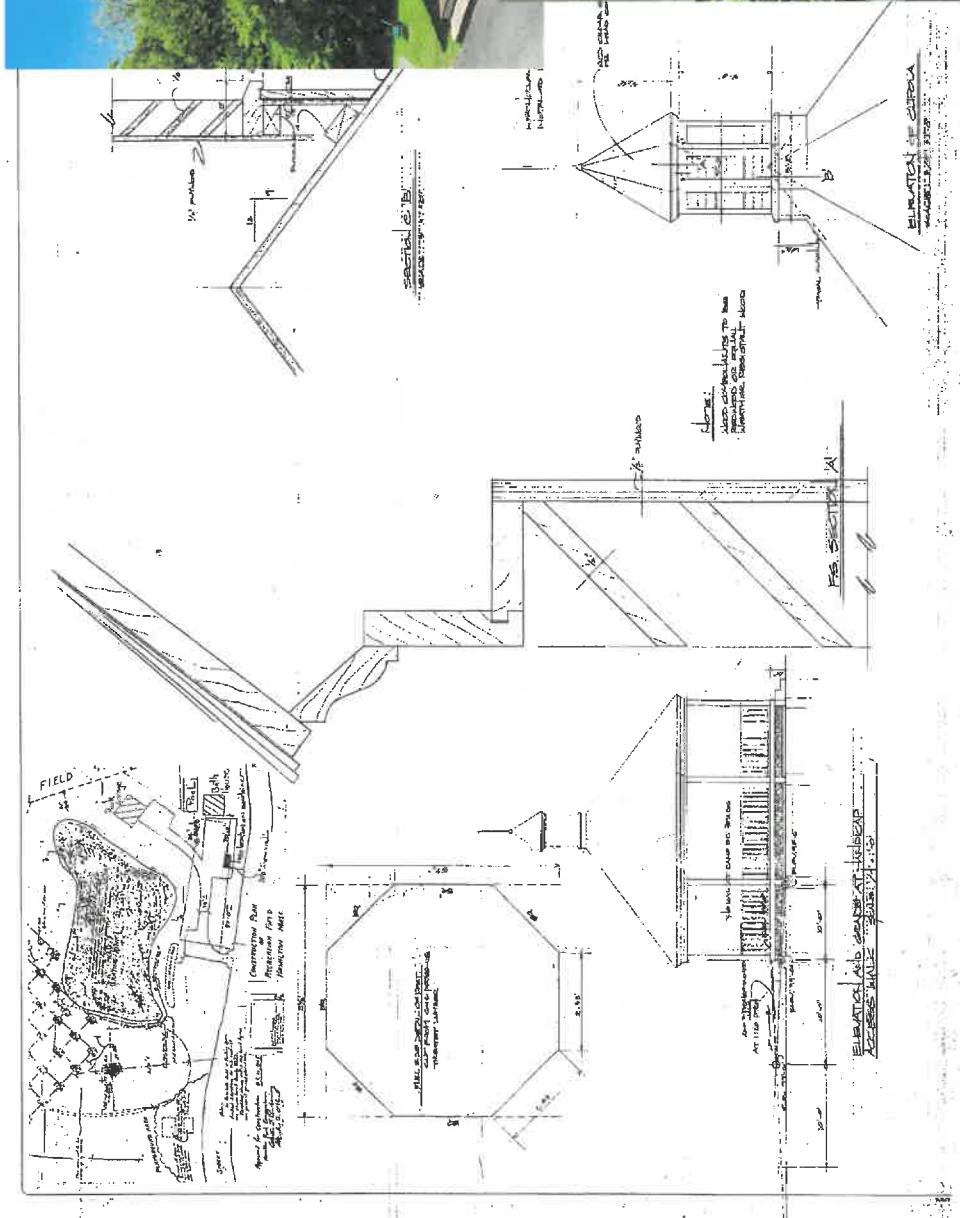


# MELD Generator Placement



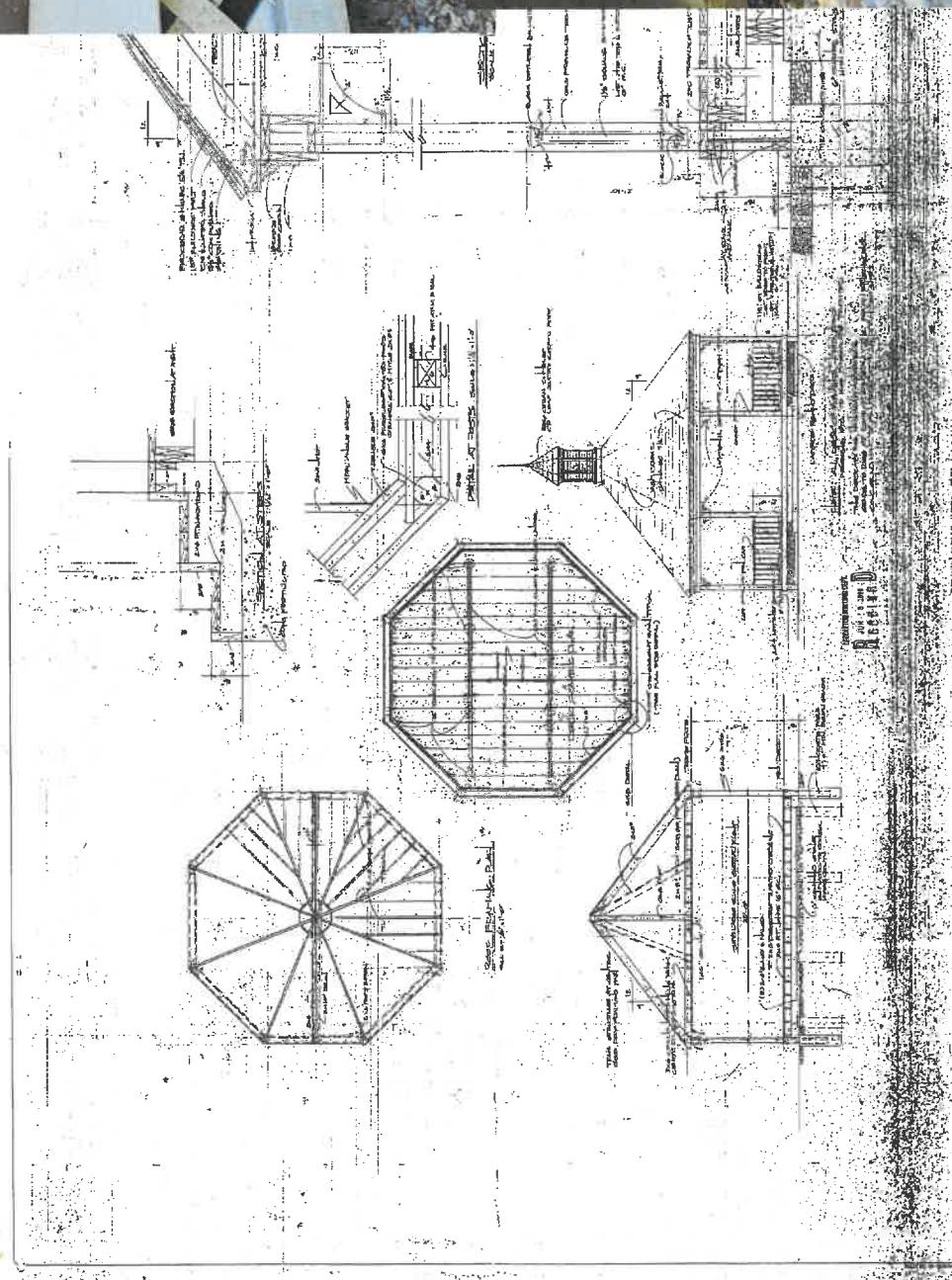


## Gazebo - Existing

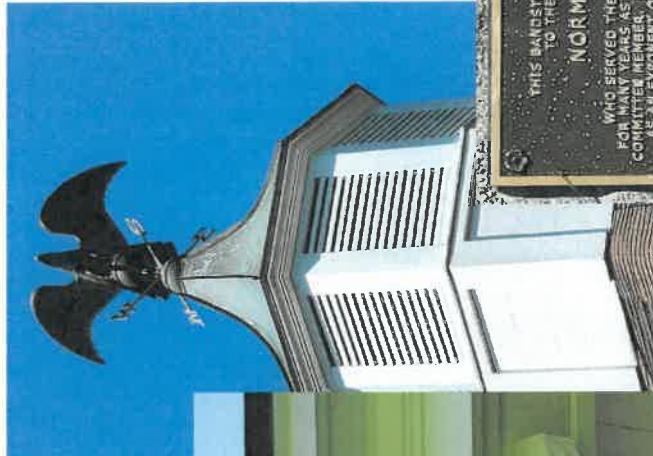




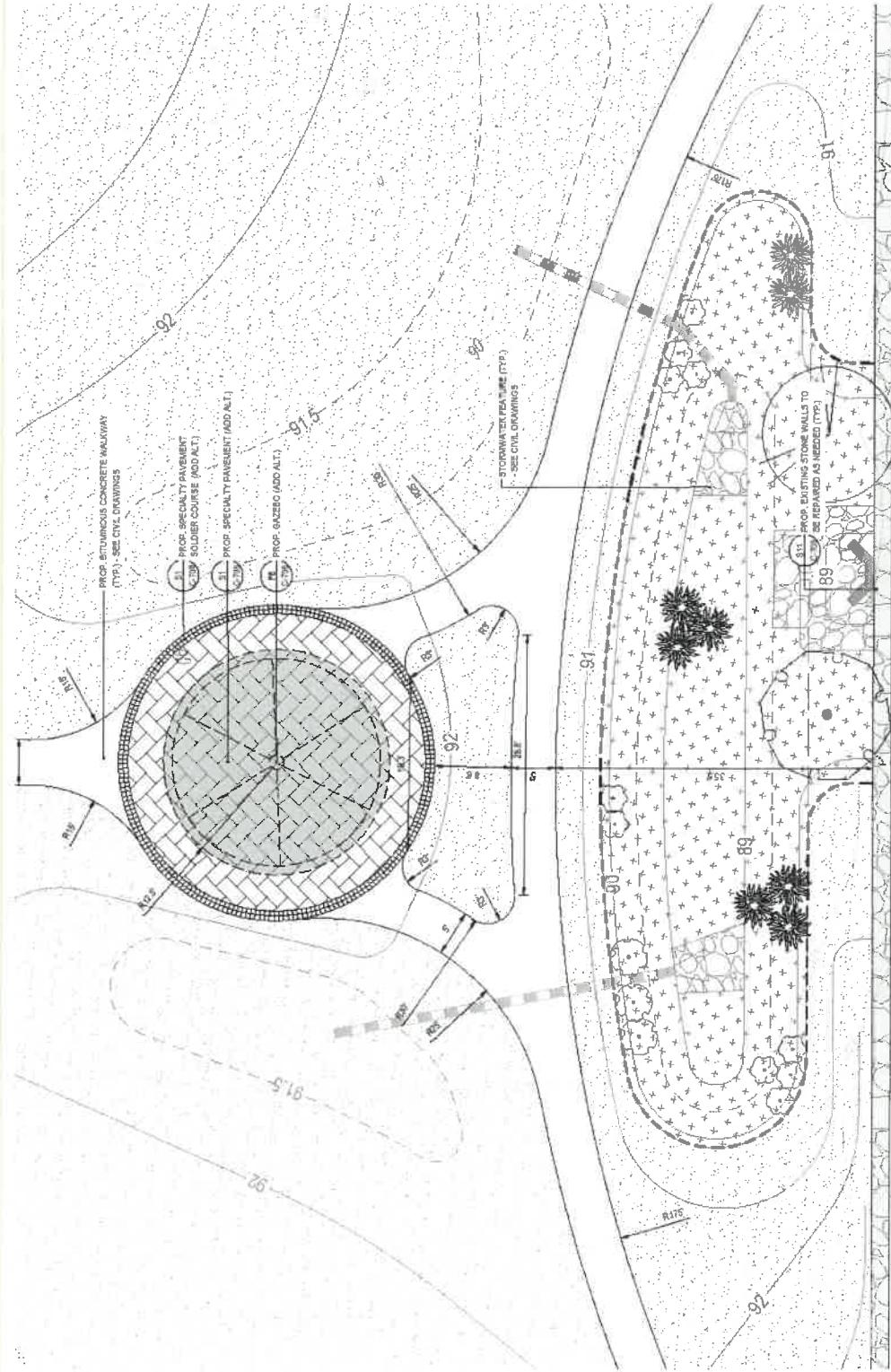
## Gazebo - Existing



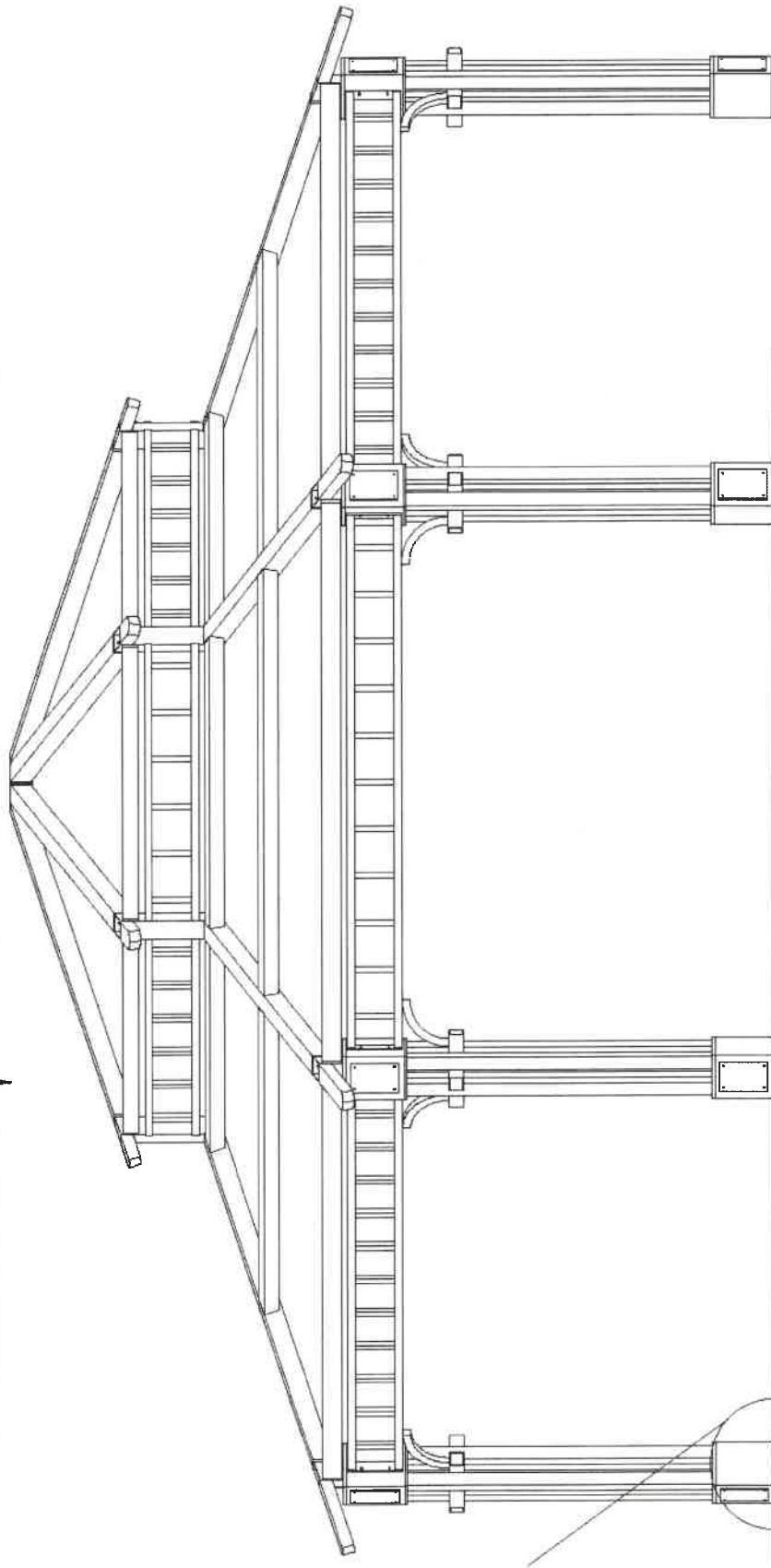
# Gazebo - Existing



## Gazebo - Proposed



# Gazebo - Proposed



GAZEBO (Add Alternate) Gazebo to be 24' diameter, 2 Tier Octagon structure with Clerestory and Cedar Shingles over Tongue & Groove Roof Deck, Courtyard Upper and Overhead Ornamentation. Roof pitch is 6:12 lower tier and 4:12 upper tier.



# THANK YOU

## Q&A



## AMENDMENT NO. 8A TO CONTRACT

17 April 2024  
18 July 2024, Revised

OWNER Town of Middleton, Massachusetts  
AGREEMENT Agreement for Architectural Design Services, dated April 5, 2022  
PROJECT Municipal Center  
SERVICES ADDITIONAL CONSULTING SERVICES & DESIGN MODIFICATIONS

This amendment is for studying locations for placing a peak load emergency generator supplied by MELD on the Municipal Complex site to serve both the new Town Hall / Community Center and the Public Safety Building. The scope for this amendment consists of the following:

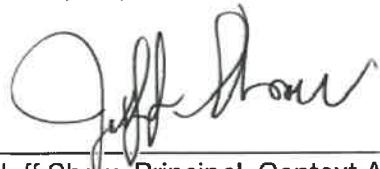
1. Building a 3D digital model for the peak load generator.
2. Selecting areas on the site for its placement.
3. Developing vignette views for each siting.
4. Electrical Engineering design services to modify the interior and exterior work required at both buildings' electrical rooms and transformers to accommodate the addition of the peak load generator.
5. Redesign of exterior electrical conduits and ductbanks for site electrical to power building emergency generators and peak load generator.

The adjustment to fees covered by this Amendment is as follows:

GGD Consulting Engineering Fee	\$ 11,500.00
CTX 10% mark-up	\$ 1,150.00
<u>Additional Design Services</u>	<u>\$ 5,640.00</u>
<b>Total</b>	<b>\$ 18,290.00</b>

AMENDMENT NO.1 FEE	\$ 4,915,000.00
AMENDMENT NO.2 FEE	\$ 1,663.00 (\$1,512.00 plus 10% mark-up)
AMENDMENT NO.3 FEE	\$ 4,620.00 (\$4,200.00 plus 10% mark-up)
AMENDMENT NO.4 FEE	\$ 9,790.00 (\$8,900.00 plus 10% mark-up)
AMENDMENT NO.5 FEE	\$ 4,400.00 (\$4,000.00 plus 10% mark-up)
	\$ 0.00

AMENDMENT NO.6 FEE	(\$ 32,500.00)
AMENDMENT No.7 FEE	\$ 9,715.00
AMENDMENT No.8A FEE	\$ 18,290.00
NEW CONTRACT AMOUNT:	\$ 4,930,978.00



ARCHITECT Jeff Shaw, Principal, Context Architecture, Inc.

TOWN OF MIDDLETON Jeffrey P. Garber, Clerk, Select Board

File: 2204.00: A/O Contract





## GGD Consulting Engineers, Inc.

375 Faunce Corner Road, Suite D  
Dartmouth, MA 02747

### REQUEST FOR ADDITIONAL SERVICES

L# 88102

**DATE:** March 14, 2024      **ATTN:** Chris Logan, AIA

**TO:** Context Architecture

**PROJECT:** Middleton Municipal Complex      **PRINCIPAL:** David Pereira, PE  
Middleton, MA  
Campus Generators

**GGD JOB #:** 640 069 00.00      **PROJ. MGR:** David Pereira, PE

**CLIENT TASK#**

**FEE BASIS:** Lump Sum Fee

**ESTIMATED COST FOR CHANGES: \$11,500.00 (Eleven Thousand, Five Hundred Dollars)**

#### DESCRIPTION OF "ADDITIONAL SERVICES" REQUIRED:

Additional Electrical and Plumbing engineering design phase services to provide revisions to two (2) generators to 50kW, revise the electrical distribution system to eliminate the optional standby system, and re-size the switchgear to accommodate the revisions.

We will include conduit grounding and pad details for the generator and the required coordination with MELD. We will include Natural Gas connection to the generator and coordination with utility company.

Bid, Construction Administration, and Project Closeout services are included in our basic services proposal.

Our proposal excludes 15kV generator and transfer switch design. This design will be provided by MELD to GGD for coordination of conduit, grounding, and concrete pad design.

**THE ABOVE ADDITIONAL WORK WILL NOT BE STARTED UNTIL WRITTEN AUTHORIZATION IS RECEIVED. REQUEST FOR ADDITIONAL SERVICE VALID FOR 90 DAYS.**

**ADDITIONAL SERVICES APPROVED BY:** \_\_\_\_\_

**DATE:**

**SEND  FOR OFFICE ONLY:**

**CC: PRINCIPAL, PROJECT MGR., ACCOUNTING, CORRESPONDENCE**

**254/255 CODE: \_\_\_\_\_**

## AMENDMENT NO. 8B TO CONTRACT

17 April 2024  
24 July 2024, Revised

OWNER Town of Middleton, Massachusetts  
AGREEMENT Agreement for Architectural Design Services,  
dated April 5, 2022  
PROJECT Municipal Center  
SERVICES ADDITIONAL CONSULTING SERVICES & DESIGN  
MODIFICATIONS

This amendment is for civil engineering and landscape architectural design services for placing a peak-load emergency generator and associated equipment, supplied by MELD, on the Municipal Complex site just West of the Public Safety Building and within the PSB secure parking lot. The scope for this amendment consists of the following:

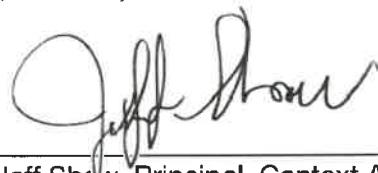
1. Modify site layout to accommodate the peak load generator and associated equipment as well as electrical equipment at the Town Hall /Community Center and PSB sites. Move PSB visitor's parking lot to the south to accommodate service access to MELD peak-load generator.
2. Regrade at peak load generator and visitor parking lot.
3. Layout duct banks from power pole on South side of site to both buildings' transformers/switch gear and to peak load generator.
4. Coordinate new duct bank locations with other underground utilities.
5. Revise security fence layout to include new peak-load generator and service access.
6. Update landscape design to accommodate new layout and to screen new peak-load generator and accessory equipment.

The adjustment to fees covered by this Amendment is as follows:

Bohler Engineering Fee	\$ 18,500.00
CTX 10% mark-up	\$ 1,850.00
Total	\$ 20,350.00



AMENDMENT No.1 FEE	\$	1,663.00	(\$1,512.00 plus 10% mark-up)
AMENDMENT No.2 FEE	\$	4,620.00	(\$4,200.00 plus 10% mark-up)
AMENDMENT No.3 FEE	\$	9,790.00	(\$8,900.00 plus 10% mark-up)
AMENDMENT No.4 FEE	\$	4,400.00	(\$4,000.00 plus 10% mark-up)
AMENDMENT No.5 FEE	\$	0.00	
AMENDMENT No.6 FEE	(\$	32,500.00)	
AMENDMENT No.7 FEE	\$	9,715.00	
AMENDMENT No.8A FEE	\$	18,290.00	
AMENDMENT No.8B FEE	\$	20,350.00	



ARCHITECT

Jeff Shaw, Principal, Context Architecture, Inc.

TOWN OF MIDDLETON

Jeffrey P. Garber, Clerk, Select Board

File: 2204.00: A/O Contract





45 Franklin Street, 5th Floor  
Boston, MA 02110  
617.849.8040

## CHANGE ORDER AGREEMENT

**Client:** Context Architecture, Inc.

**Contract Date:** September 13, 2022

**Bohler Project#** M221004

**Change Order No. #7**

**Project Name:** Proposed Municipal Complex

**Project Address:** 105 South Main Street  
Middleton, Massachusetts

**Consultant:** Bohler Engineering MA, LLC

**Contract Rev. date (if applicable):**

**Change Order Date:** April 17, 2024

Context Architecture, Inc. and Bohler Engineering MA, LLC entered into a Professional Engineering Services Agreement on the 13<sup>th</sup> day of September, 2022 (the “Contract”). This Change Order fully incorporates by reference the Contract and any prior Change Orders entered into between Context Architecture and Bohler Engineering MA, LLC. This Change Order Agreement modifies and amends the above-referenced Contract and any prior Change Orders only as specifically identified herein.

In preparation of this Change Order our office has received two options for potential location of additional Electrical Generator and Fluid Cooler from your office. The change or addition to Bohler Engineering MA, LLC’s scope of services includes the following:

**PHASE 401 – Additional Generator Design Modifications (Civil)** **Fee = \$9,000.00**

This phase will include additional civil design efforts to modify the proposed site plan documents to include the addition of a new Electrical Generator and Fluid Cooler (EGFC) on the site. Specifically, this task will include the following to incorporate the new Electrical Generator.

- Modification to site layout (i.e. parking, sidewalks, fencing, lighting, etc.) to accommodate agreed upon EG and Fluid Cooler locations.
- Modification to grading plan for new pad locations
- Modification to the previously design Stormwater Basin (Option 1) or Gravel Wetland (Option 2) Design of a new gravel wetland system and associated modifications to proposed drain system.
  - Preparation of a memorandum summarizing modifications to stormwater design changes including revised stormwater calculations. It is assumed these will be issued as an update or supplement to the Stormwater Permit.
- Coordination with Architect/Electrical Engineer for final equipment location and routing of underground utility duct banks

It is anticipated the modified design will be submitted as an addendum or bulletin to the previously prepared Contract Documents and no other plan issuances are included in this task. Design of the generator or cooler pad are not included in this proposal and are assumed to be designed by Generator designer or manufacturer.

**PHASE 481 – Additional Generator Design Modifications (LA)** **Fee = \$4,500.00**

This phase will include revisions to the landscape plans in response to the addition of the EGFC.

**PHASE 632 - Miscellaneous Task Requests & Response to Comments:** **Fee = \$5,000.00**

While we understand the scope of the development and the typical processes to design and seek the approvals, often times projects of this nature experience some unforeseen tasks, therefore we recommend carrying a budget to cover some or all of those expenses. If additional tasks, revisions or unforeseen efforts are required based on comments and requirements of the various agencies or your office, additional revision fees will be billed hourly in



Context Architecture, Inc.  
Middleton Municipal Complex  
April 17, 2024  
Page 2 of 2

accordance with our hourly fee schedule. These are often disclosed as a result of the initial meetings, or receipt of jurisdictional agency comments. Should these efforts be required, we will proceed with them on a time & materials basis. We have provided a budget for these efforts herein, and will not exceed that budget without prior authorization from your office.

By signing below, I represent and acknowledge that I am authorized to execute this Change Order on behalf of the entity above my signature.

**CONTEXT ARCHITECTURE, INC.**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BOHLER ENGINEERING MA, LLC**

By:   
Print: Tim Hayes  
Title: Sr. Project Manager  
Date: 4/17/24

## AMENDMENT NO. 9 TO CONTRACT

19 April 2024

OWNER Town of Middleton, Massachusetts  
 AGREEMENT Agreement for Architectural Design Services,  
     dated April 5, 2022  
 PROJECT Municipal Center  
 SERVICES ADDITIONAL CONSULTING SERVICES & DESIGN  
     MODIFICATIONS

This amendment is for preparing revised septic system designs for the municipal campus based on comments from the BOH. Additionally, this amendment includes services to perform observation and percolation testing at up to 4 supplemental test pits to support the system redesign.

The adjustment to fees covered by this Amendment is as follows:

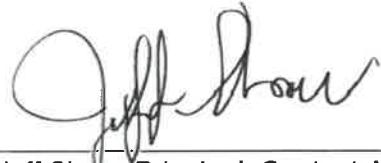
Bohler Engineering Fee		
Additional Septic Soil Eval		\$ 1,800.00
Septic System Design Modifications		\$ 3,700.00
CTX 10% mark-up		\$ 0.00

Total	\$ 5,500.00
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ORIGINAL CONTRACT AMOUNT	\$ 4,915,000.00
AMENDMENT No.1 FEE	\$ 1,663.00 (\$1,512.00 plus 10% mark-up)
AMENDMENT No.2 FEE	\$ 4,620.00 (\$4,200.00 plus 10% mark-up)
AMENDMENT No.3 FEE	\$ 9,790.00 (\$8,900.00 plus 10% mark-up)
AMENDMENT No.4 FEE	\$ 4,400.00 (\$4,000.00 plus 10% mark-up)
AMENDMENT No.5 FEE	\$ 0.00
AMENDMENT No.6 FEE	(\$ 32,500.00)
AMENDMENT No.7 FEE	\$ 9,715.00
AMENDMENT No.8 FEE	\$ 38,640.00
THIS AMENDMENT No.9 FEE	\$ 5,500.00



**NEW CONTRACT AMOUNT:** \$ 4,956,828.00



ARCHITECT

Jeff Shaw, Principal, Context Architecture, Inc.

TOWN OF MIDDLETON

Jeffrey P. Garber, Clerk, Select Board

File: 2204.00: A/O Contract



65 FRANKLIN STREET BOSTON MA 02110 TEL 617 423 1400 WEB CONTEXTARC.COM

## CHANGE ORDER AGREEMENT

**Client:** Context Architecture, Inc.

**Contract Date:** September 13, 2022

**Bohler Project#** M221004

**Change Order No. #8**

**Project Name:** Proposed Municipal Complex

**Project Address:** 105 South Main Street

Middleton, Massachusetts

**Consultant:** Bohler Engineering MA, LLC

**Contract Rev. date (if applicable):**

**Change Order Date:** April 19, 2024

Context Architecture, Inc. and Bohler Engineering MA, LLC entered into a Professional Engineering Services Agreement on the 13<sup>th</sup> day of September, 2022 (the “Contract”). This Change Order fully incorporates by reference the Contract and any prior Change Orders entered into between Context Architecture and Bohler Engineering MA, LLC. This Change Order Agreement modifies and amends the above-referenced Contract and any prior Change Orders only as specifically identified herein.

In preparation of this Change Order our office has received two options for potential location of additional Electrical Generator and Fluid Cooler from your office. The change or addition to Bohler Engineering MA, LLC's scope of services includes the following:

### PHASE 300 – Additional Septic Soil Evaluations

**Fee = \$ 1,800.00 (1 day of Field Testing)**

This phase will include providing a Soil Evaluator certified by the State of Massachusetts Department of Environmental Protection to perform up to 2-4 supplemental tests pits and percolation tests (or one (1) day of field testing) on the subject site to examine the soil profile and determine groundwater levels to support the septic system re-design. The MassDEP Certified Soil Evaluator will document the estimated average seasonal high groundwater elevations and soil characteristics. This task will include coordination with the Board of Health to witness the septic testing and coordination with the excavation contractor.

Specifically, the subsurface investigation will include the following:

- A. Observation of test pits to a depth of up to 10 feet below ground surface (or refusal);
- B. Texturally classifying the soils encountered per the United States Department of Agriculture (USDA) textural classification system and identifying indications of seasonal high groundwater such as soil mottling and staining as well as potential restrictive zones within the test areas;
- C. Performance of percolation tests at septic test pit locations;
- D. Documenting the subsurface soil and groundwater conditions to determine the estimated average seasonal high groundwater elevations and soil characteristics as they relate to the proposed design.
- E. The results of Bohler's investigation and evaluation will include a test pit location plan and estimated seasonal groundwater levels. For septic testing, Bohler will prepare and issue Title V Form 11 and Form 12 to the AHJ.

### **Planning Assumptions:**

Further, it is assumed that the test pits will take no more than **one (1)** day in the field. It is assumed that the estimated average seasonal high groundwater elevation will be based on soil mottles and will not require calculations (Frimpter/USGS method) or the installation of monitoring wells / return trips to the site to determine same. If required, these additional services will be performed on an as-needed basis and fees will be based on efforts expended.

This proposal does not include any costs associated with survey staking proposed test hole locations; survey locating successful test hole locations; access to water source for percolation testing, or hiring a competent backhoe contractor who will provide the necessary equipment for excavation of the test pits, including coordination of mark

outs of all on-site public & private utilities with the utility companies, dig-safe & the site owner, or securing trench permit if required by Town.

Bohler assumes free access will be granted to the subject property. Bohler assumes no responsibility for the location of or damage to underground utilities. Costs for site restoration/repaving/repairing lawn/landscaped areas disturbed by the field investigation are not included. The owner should anticipate some settlement at test locations, and future maintenance may be required. Excess soil will remain on site either mounded at test pit locations or placed at an area designated by the owner. Minor brush and/or small tree clearing may be required in order to enable access for the investigation. This proposal makes no allowances for any permits, fees, or other costs which may be required or incurred for tree or brush clearing and investigation activities. Any felled trees or brush will remain on site. Prior to commencement of site services, Bohler will contact the Town in an attempt to determine if permits, fees or procedures for the investigation are required. Bohler will advise the client of the results of this inquiry, so that the client may provide final direction prior to commencing site activities. Bohler assumes no responsibility for any damages resulting from this work.

This proposal is based on the assumption that the described testing and analyses will yield results suitable for evaluation of the site. If poor or marginal subsurface conditions, site geometric or planning limitations, or regulatory reviewer requirements necessitate additional or alternative testing, coordination or engineering evaluation, additional services and/or investigation may be provided in accordance with the professional service rate schedule included with this proposal or a supplemental quote. Unless otherwise requested by the client, all soil samples will be disposed of following completion of field investigation efforts.

#### **PHASE 402 – Septic System Design Modifications**

**Fee = \$ 3,700.00**

This phase will include additional civil design efforts to modify the proposed site plan documents to modify the septic system design based on comments received from the Board of Health on March 21, 2024. Specifically, this task will include the following:

- Redesign of SAS-1 (THCC Septic System) and associated components as a pressure distribution system
- Redesign of SAS-2 (PSB Septic System) and associated components as a pressure distribution system
- Modification to grading/site improvements within Town Common Area as necessary to accommodate new system(s)
- Preparation of Groundwater Mounding Analysis for all systems
- Design of an external grease trap for the THCC Building and coordination with Plumbing Engineer/Architect on routing, location, invert for dedicated grease waste lateral

It is anticipated the modified design will be submitted to the BOH for review and approval and this task includes one round of response to minor comments provided by the BOH. The approved BOH plans will be incorporated as an addendum or bulletin to the previously prepared Contract Documents and no other plan issuances are included in this task.

By signing below, I represent and acknowledge that I am authorized to execute this Change Order on behalf of the entity above my signature.

**CONTEXT ARCHITECTURE, INC.**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BOHLER ENGINEERING MA, LLC**

By:   
Print: Tim Hayes  
Title: Sr. Project Manager  
Date: 4/19/24

## AMENDMENT NO. 10 TO CONTRACT

23 April 2024  
 24 July 2024, Revised

OWNER Town of Middleton, Massachusetts  
 AGREEMENT Agreement for Architectural Design Services,  
 dated April 5, 2022  
 PROJECT Municipal Center  
 SERVICES ADDITIONAL CONSULTING SERVICES & DESIGN  
 SERVICES

This amendment is for preparing design studies for the location of a peak-load generator, supplied by MELD, on the site just West of the PSB. This proposal includes location studies and 3D perspectives of the emergency generator and cooling tower on the west side of the Public Safety building.

### Revisions to Amendment No.10:

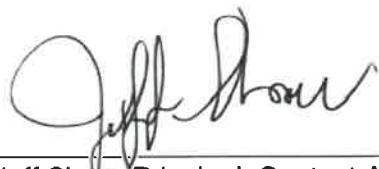
1. Prepare rendered perspective views of the peak-load generator adjacent to the West façade of the PSB and on the North side of the PSB visitor parking lot.
2. Prepare seven design options for the placement of the peak-load generator on the West side of the PSB secure parking lot and associated equipment adjacent to the West side of the PSB.
3. Prepare site layout compiling all changes for submission to MELD and USF&W, and to State for EV parking layout.

The adjustment to fees covered by this Amendment is as follows:

Context Architecture Fee:	\$ 11,475.00
<b>Total</b>	<b>\$ 11,475.00</b>
AMENDMENT NO.1 FEE	\$ 1,663.00 (\$1,512.00 plus 10% mark-up)
AMENDMENT NO.2 FEE	\$ 4,620.00 (\$4,200.00 plus 10% mark-up)
AMENDMENT NO.3 FEE	\$ 9,790.00 (\$8,900.00 plus 10% mark-up)
AMENDMENT NO.4 FEE	\$ 4,400.00 (\$4,000.00 plus 10% mark-up)
AMENDMENT NO.5 FEE	\$ 0.00



AMENDMENT No.6 FEE	(\$	32,500.00)
AMENDMENT No.7 FEE	\$	9,715.00
AMENDMENT No.8A FEE	\$	18,290.00
AMENDMENT No.8B FEE	\$	20,350.00
AMENDMENT No.9 FEE	\$	5,500.00
AMENDMENT No.10 FEE	\$	11,475.00



ARCHITECT

Jeff Shaw, Principal, Context Architecture, Inc.

TOWN OF MIDDLETON

Jeffrey P. Garber, Clerk, Select Board

File: 2204.00: A/O Contract



65 FRANKLIN STREET BOSTON MA 02110 TEL 617 423 1400 WEB CONTEXTARC.COM

## AMENDMENT No. 11 TO CONTRACT

6 May 2024

OWNER

Town of Middleton, Massachusetts

AGREEMENT

Agreement for Architectural Design Services,  
dated April 5, 2022

PROJECT

Municipal Center

SERVICES

ADDITIONAL CONSULTING SERVICES & DESIGN  
MODIFICATIONS

Extend the site electrical service from the pull-box at the Town Green to the future location of the Gazebo in the Town Green. The extension of the electrical service will also power the future light bollards along the walking path to the Gazebo from South Main Street to the Gazebo and from the new site roadway to the Gazebo.

The adjustment to fees covered by this Amendment is as follows:

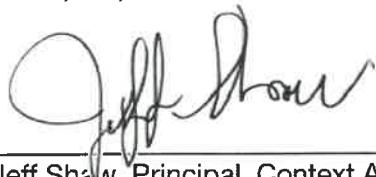
**Electric line to Gazebo and light bollards:**

GGD Consulting Engineering Fee	\$ 1,800.00
CTX 10% mark-up	\$ 180.00
Bohler Engineering Fee	\$ 1,500.00
CTX 10% mark-up	<u>\$ 150.00</u>
Additional Design Services	\$ 3,630.00

Total	\$ 3,630.00
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AMENDMENT No.1 FEE	\$ 4,915,000.00
	\$ 1,663.00 (\$1,512.00 plus 10% mark-up)
AMENDMENT No.2 FEE	\$ 4,620.00 (\$4,200.00 plus 10% mark-up)
AMENDMENT No.3 FEE	\$ 9,790.00 (\$8,900.00 plus 10% mark-up)
AMENDMENT No.4 FEE	\$ 4,400.00 (\$4,000.00 plus 10% mark-up)
AMENDMENT No.5 FEE	\$ 0.00
AMENDMENT No.6 FEE	(\$ 32,500.00)
AMENDMENT No.7 FEE	\$ 9,715.00
AMENDMENT No.8 FEE	\$ 38,640.00

AMENDMENT No.9 FEE	\$	5,500.00
AMENDMENT No.10 FEE	\$	8,630.00
AMENDMENT No.11 FEE	\$	3,630.00
NEW CONTRACT AMOUNT:	\$	<b>4,969,088.00</b>



ARCHITECT Jeff Shaw, Principal, Context Architecture, Inc.

TOWN OF MIDDLETON Jeffrey P. Garber, Clerk, Select Board

File: 2204.00: A/O Contract





**GGD Consulting Engineers, Inc.**

375 Faunce Corner Road, Suite D  
Dartmouth, MA 02747

**REQUEST FOR ADDITIONAL SERVICES**

L# 88731

**DATE:** May 3, 2024      **ATTN:** Chris Logan, AIA

**TO:** Context Architecture

**PROJECT:** Middleton Municipal Complex      **PRINCIPAL:** David Pereira, PE  
Middleton, MA  
Town Green- Power to Well

**GGD JOB #:** 640 069 00.00      **PROJ. MGR:** David Pereira, PE

**CLIENT TASK#**

**FEE BASIS:** Lump Sum Fee

**ESTIMATED COST FOR CHANGES: \$2,100.00 (Two Thousand, One Hundred Dollars)**

**DESCRIPTION OF "ADDITIONAL SERVICES" REQUIRED:**

Additional Electrical engineering services to provide design for power to the well for the pump system for the future Town Green.

No additional fee is required for Construction Administration (CA) services. CA services shall be performed per terms of our Basic Services Proposal.

**THE ABOVE ADDITIONAL WORK WILL NOT BE STARTED UNTIL WRITTEN AUTHORIZATION IS RECEIVED. REQUEST FOR ADDITIONAL SERVICE VALID FOR 90 DAYS.**

**ADDITIONAL SERVICES APPROVED BY:** \_\_\_\_\_

**DATE:**

**SEND  FOR OFFICE ONLY:**

**CC: PRINCIPAL, PROJECT MGR., ACCOUNTING, CORRESPONDENCE**

**254/255 CODE: \_\_\_\_\_**

## CHANGE ORDER AGREEMENT

**Client:** Context Architecture, Inc.

**Contract Date:** September 13, 2022

**Bohler Project#** M221004

**Change Order No. #9**

**Project Name:** Proposed Municipal Complex

**Project Address:** 105 South Main Street  
Middleton, Massachusetts

**Consultant:** Bohler Engineering MA, LLC

**Contract Rev. date (if applicable):**

**Change Order Date:** May 6, 2024

Context Architecture, Inc. and Bohler Engineering MA, LLC entered into a Professional Engineering Services Agreement on the 13<sup>th</sup> day of September, 2022 (the "Contract"). This Change Order fully incorporates by reference the Contract and any prior Change Orders entered into between Context Architecture and Bohler Engineering MA, LLC. This Change Order Agreement modifies and amends the above-referenced Contract and any prior Change Orders only as specifically identified herein.

The change or addition to Bohler Engineering MA, LLC's scope of services includes the following:

### Gazebo Power Coordination

**Fee = \$ 1,500.00**

This phase will include additional civil design efforts to modify the proposed site plan documents to include the addition of additional power conduits to the gazebo and light bollards along the Town Common path leading to the gazebo. It is assumed the detailing of the conduits will be by the Project Electrical Engineer and Bohler will coordinate location for excavation and backfill of the trenching with the Electrical Engineer.

Additionally, it is anticipated the modified design will be submitted as an addendum or bulletin to the previously prepared Contract Documents and no other plan issuances are included in this task.

By signing below, I represent and acknowledge that I am authorized to execute this Change Order on behalf of the entity above my signature.

**CONTEXT ARCHITECTURE, INC.**

**BOHLER ENGINEERING MA, LLC**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: Tim Hayes  
Title: Sr. Project Manager  
Date: 5/6/24



## AMENDMENT NO. 13 TO CONTRACT

19 July 2024

OWNER Town of Middleton, Massachusetts  
AGREEMENT Agreement for Architectural Design Services,  
dated April 5, 2022  
PROJECT Municipal Center  
SERVICES ADDITIONAL CONSULTING SERVICES & DESIGN  
MODIFICATIONS  
Reducing Early Enabling Services

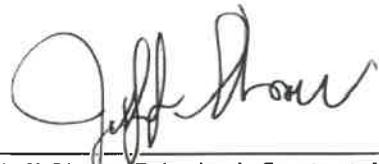
The adjustment to fees covered by this Amendment is as follows:

**Reduction for Early Enabling Services:**  
CTX Labor (\$ 35,000.00)

AMENDMENT No.1 FEE	\$ 4,915,000.00	\$ 1,663.00 (\$1,512.00 plus 10% mark-up)
AMENDMENT No.2 FEE	\$ 4,620.00	(\$4,200.00 plus 10% mark-up)
AMENDMENT No.3 FEE	\$ 9,790.00	(\$8,900.00 plus 10% mark-up)
AMENDMENT No.4 FEE	\$ 4,400.00	(\$4,000.00 plus 10% mark-up)
AMENDMENT No.5 FEE	\$ 0.00	
AMENDMENT No.6 FEE	(\$ 32,500.00)	
AMENDMENT No.7 FEE	\$ 9,715.00	
AMENDMENT No.8 FEE	\$ 38,640.00	
AMENDMENT No.9 FEE	\$ 5,500.00	
AMENDMENT No.10 FEE	\$ 8,630.00	
AMENDMENT No.11 FEE	\$ 58,190.00	
AMENDMENT No.12 FEE	\$ 00,000.00	
AMENDMENT No. 13 FEE	(\$ 35,000.00)	
NEW CONTRACT AMOUNT:	\$ 4,988,648.00	



ARCHITECT



Jeff Shaw, Principal, Context Architecture, Inc.

TOWN OF MIDDLETON

Jeffrey P. Garber, Clerk, Select Board

File: 2204.00: A/O Contract



**AMENDMENT NO. 14 TO CONTRACT**

24 July 2024

OWNER	Town of Middleton, Massachusetts
AGREEMENT	Agreement for Architectural Design Services, dated April 5, 2022
PROJECT	Municipal Center
SERVICES	ADDITIONAL CONSULTING SERVICES & DESIGN SERVICES

This amendment is for civil design and landscaping design services to modify the radius and curbing at the entry drive to the municipal site per recommendation and direction from MassDOT.

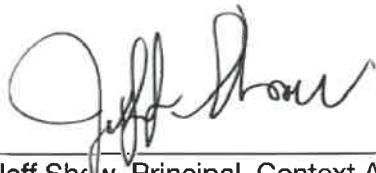
The adjustment to fees covered by this Amendment is as follows:

Civil Engineering & Landscape Architectural Fee:

Bohler Engineering	\$ 1,000.00
CTX 10% mark-up	100.00
<b>Total</b>	<b>\$ 1,100.00</b>

AMENDMENT NO.1 FEE	\$ 1,663.00 (\$1,512.00 plus 10% mark-up)
AMENDMENT NO.2 FEE	\$ 4,620.00 (\$4,200.00 plus 10% mark-up)
AMENDMENT NO.3 FEE	\$ 9,790.00 (\$8,900.00 plus 10% mark-up)
AMENDMENT NO.4 FEE	\$ 4,400.00 (\$4,000.00 plus 10% mark-up)
AMENDMENT NO.5 FEE	\$ 0.00
AMENDMENT NO.6 FEE	(\$ 32,500.00)
AMENDMENT NO.7 FEE	\$ 9,715.00
AMENDMENT NO.8A FEE	\$ 18,290.00
AMENDMENT NO.8B FEE	\$ 20,350.00
AMENDMENT NO.9 FEE	\$ 5,500.00

AMENDMENT No.10 FEE	\$	8,630.00
AMENDMENT No.11 FEE	\$	3,630.00
AMENDMENT No.12 FEE	\$	58,190.00 (not approved)
AMENDMENT No.13 FEE	\$	(35,000.00)
AMENDMENT No.14 FEE	\$	1,100.00



ARCHITECT

Jeff Shaw, Principal, Context Architecture, Inc.

TOWN OF MIDDLETON

Jeffrey P. Garber, Clerk, Select Board

File: 2204.00: A/O Contract





Mead, Talerman & Costa, LLC  
Attorneys at Law

30 Green Street  
Newburyport, MA 01950  
Phone 978.463.7700

[www.mtclawyers.com](http://www.mtclawyers.com)

5a

July 30, 2024

Via Electronic Mail

Patrick Higgins  
P.O. Box 290  
Northport, AL 35476  
[patrick@openmeetinglawenforcer.com](mailto:patrick@openmeetinglawenforcer.com)

**RE: Open Meeting Law Complaint**  
Public Body: Town of Middleton Select Board  
Specific Person(s): Richard Kassiotis, Chair  
Complainant: Patrick Higgins  
Alleged Violation Date: July 9, 2024  
Date Received: July 12, 2024

Dear Mr. Higgins:

The Town of Middleton Select Board (the “Board”) has received and reviewed the above-captioned Open Meeting Law (“OML”) complaint, attached hereto as Exhibit A, in which you allege as follows regarding the agenda for the Board’s July 9, 2024 meeting:

1. [The Board] did not list the candidate to be considered for appointment to the Board of Library Trustees on their posted agenda.
2. The posted agenda did not contain the “attachment” list of candidates to be considered for “new appointments” by the Select Board.
3. The agenda was not legally posted on the “official posting location” on file with the Division of Open Government, the agenda was posted on the website “<http://www.middletonma.gov>” and the official posting location on file with the Division of Open Government since 9/30/2012 is “<http://townofmiddleton.org>.”

The Open Meeting Law requires that public bodies post notice 48 ‘hours in advance of a meeting and include a “listing of topics that the chair reasonably anticipates will be discussed at the meeting.” G.L. c. 30A, § 20(b). Public bodies are required to list topics in a meeting notice with “sufficient specificity to reasonably advise the public of the issues to be discussed at the meeting.” 940 CMR 29.03(l)(b). The Division of Open Government (the “DOG”) generally considers a topic to be sufficiently specific when a reasonable member of the public could read the topic and understand the anticipated nature of the public body’s discussion. *See* OML 2018-7; OML 2015-35. Where a public body anticipates discussing particular individuals, the names of those individuals must be included on the meeting notice. *See* OML 2017-177.

*Millis Office*  
730 Main Street, Suite 1F  
Millis, MA 02054

*New Bedford Office*  
227 Union Street, Suite 606  
New Bedford, MA 02740

Here, the Chair could not have reasonably anticipated what the final list of appointees would be, as individuals could nominate themselves for the new appointments at the meeting. Even so, in a good-faith effort to comply with the OML, the Board will release the final list at its July 30, 2024 meeting.

**Commented [AC1]:** See here Jay.

As for your complaint that the website on which the Board posts notice was different than the one on file with the DOG, the default notice posting location for a local public body is a location “conspicuously visible to the public at all hours in or on the municipal building in which the clerk’s office is located.” G.L. c. 30A, § 20(c); 940 CMR 29.03(2)(a). The OML allows for alternative methods of posting meeting notices as prescribed by the DOG. G.L. c. 30A, § 20(c). The DOG’s OML regulations allow the chief executive officer of a municipality to adopt the municipality’s website as the official posting location for meeting notices. *See* 940 CMR 29.03(2)(b). Once the municipal website has been adopted, “the municipal clerk ... shall file with the Attorney General written notice of adoption of the alternative method, including the website address where applicable, and any change thereto, and the most current notice posting method on file with the Attorney General shall be consistently used.” 940 CMR 29.03(l)(c). The DOG maintains on its website a list of all municipalities with information on the notice posting method for each.

The Board concedes that the website on the DOG’s list (<http://townofmiddleton.org>) is different than the one it is currently using to post its meeting notices (<http://www.middletonma.gov>). As such, in a good-faith effort to comply with the OML, the Board will notify the DOG of the same.

We trust that this satisfies your concerns and appreciate your efforts to ensure compliance with the Commonwealth’s Open Meeting Law.

Very truly yours,

*/s/ Alexander M. Castro*

Alexander M. Castro  
Town Counsel

cc: Middleton Select Board



## NOTICE OF A CHANGE IN POSTING SITE

At their regular meeting on September 24, 2013 the Middleton Board of Selectmen voted to declare the Town's website, [townofmiddleton.org](http://townofmiddleton.org), as the official posting site for the town. From now on all meeting notices and agendas will be posted there and on the bulletin board inside Memorial Hall.

Sarah B. George  
Town Clerk  
October 22, 2013

January 25, 2018

Office of the Attorney General  
Division of Open Government  
One Ashburton Place, 20<sup>th</sup> floor  
Boston, MA 02108

Please be advised that the Town Middleton's website URL has been changed to [middletonma.gov](http://middletonma.gov). At this time all inquiries are being forwarded to the updated URL [middletonma.gov](http://middletonma.gov) from the previous URL [townofmiddleton.org](http://townofmiddleton.org).

Please note that there are no other changes to the enclosed declaration previously submitted to the Division of Open Government in 2013.

Please contact me with any questions or concerns.

Sincerely,

Ilene B. Twiss  
Town Clerk  
Town of Middleton  
48 South Main Street  
Middleton, MA 01949



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

6.

Redacted Set.

## Common Victualler/General License Application

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

1. Licensee Name: Ferncroft Corporate Center
2. Name of Manager: Angelo Senisis
3. Social Security Number/FID Number: [REDACTED]
4. Business Address: 35 Village Road, Middleton, MA 01949
5. Home Address: [REDACTED], Dorchester MA 02125
6. Telephone Numbers (Please provide all numbers by which you can be reached):  
Business Phone: 781-858-9559 - Kris, PM  
Cell Phone: 617-987-7892 - Angelo, Restaurant mgr.  
Home Phone: N/A
7. Email Address: Kmijas@Ferncroft-center.com/Angelo.senisis@gmail.com
8. Registered Voter?  Yes  No
9. Are you a U.S. Citizen?  Yes  No
10. Court and Date of Naturalization (if applicable) N/A  
(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)
- 10a. Where? N/A
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.)

NIA

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

Ex chef Newton Marrrott

13. List all employment for the last five years:

Newton Marrrott, Newton, MA

14. Hours per week to be spent on the licensed premises: 40-50 hrs

15. Days and Hours of Operation: 7 AM - 9 AM

16. Seating Capacity: 50-60

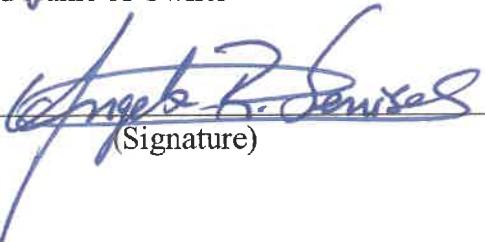
17. Do you own or lease premises?  Own  Lease

17a. If Leased, From Whom? \_\_\_\_\_

17b. Terms of Lease? \_\_\_\_\_  
(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: Angelo R. Senises  
By:  Date: 7/19/24  
(Signature)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/22/2024

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Thuy-An Insurance Agency 969 Dorchester Ave Dorchester, MA 02125	CONTACT NAME: <b>Hai L Tran</b>	
		PHONE (A/C, No. Ext): (617) 379 - 0557	FAX (A/C, No): (617) 514 - 4032
INSURED	RADICCHIO FOOD SERVICE, LLC 35 VILLAGE ROAD MIDDLETON, MIDDLETON, MA 01949	E-MAIL: Thuy.An.Ins@gmail.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Utica First	NAIC # 15326
		INSURER B: The Hartford	37478
		INSURER C:	
		INSURER D:	
		INSURER E:	
INSURER F:			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) 07/22/2024	POLICY EXP (MM/DD/YYYY) 07/22/2025	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	BOP1000217133			EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000							
	MED EXP (Any one person) \$ 5,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
GENERAL AGGREGATE \$ 2,000,000								
PRODUCTS - COMP/OP AGG \$ 2,000,000								
	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$		
						BODILY INJURY (Per person) \$		
						BODILY INJURY (Per accident) \$		
						PROPERTY DAMAGE (Per accident) \$		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$		
						AGGREGATE \$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X	08WECBH9UMN	07/22/2024	07/22/2025	WC STATUTORY LIMITS \$ 1,000,000	
							OTH-ER \$ 1,000,000	
							E.L. EACH ACCIDENT \$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

Ferncroft LLC, Middleton Managers LLC, and Sovereign Partners LLC, are included as Additional insured on a primary and non-contributory basis. Waiver of Subrogation applies to all policies in favor of the Certificate Holder as per written contract. 30 days notice of cancellation.

CERTIFICATE HOLDER

Middleton Managers LLC c/o Sovereign Partners LLC 747 3rd Avenue, 37th Floor, New York, NY 10017	CANCELLATION	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE Hai L Tran		

**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: Fencraft Corporate Center  
Address: 35 Village Road, Middleton MA  
Title of Person Signing: Property manager  
Signature of Individual or Corporate Name: Kris Mejias  
Printed Name of Above: Kris Mejias  
Contact Telephone Number: 978-858-9559  
Date: 9/19/24  
Social Security Number or Federal Identification Number: [REDACTED]  
Email Address: Kmejias@fencraftcenter.com

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made as of April 1<sup>st</sup>, 2023 by and between FERN CROFT LLC, having an office c/o Sovereign Partners, LLC, 747 Third Avenue, 37<sup>th</sup> Floor, New York, New York 10017 ("Licensor") and RADICCHIO LLC - NTD; Please confirm entity, having an office at 35 Village Road, Middleton MA 01949 ("Licensee").

WHEREAS, Licensee desires to obtain a license from Licensor for the use of certain space located: (i) on a portion of the ground floor (the "Café Area") of that certain building known as and located at 35 Village Road, Middleton, Massachusetts (the "Building"); and (ii) on a portion of the ground floor (the "Storage Area") of the Building; all approximately as depicted on the location plans attached hereto and made a part hereof as Exhibit A (collectively, the "Licensed Space"); and

WHEREAS, Licensor has agreed to grant to Licensee a license for the use of the Licensed Space, subject to and conditioned upon the terms, covenants and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows.

### **1. Grant of License; Permitted Use.**

(a) Licensor hereby grants to Licensee a license, revocable on the terms set forth in this Agreement, to use the Licensed Space as follows: (i) in the Café Area, solely for the operation of a café (the "Café"), including the preparation, cooking, heating and sale of food and non-alcoholic beverages only for on-premises and off-premises consumption primarily by the tenants and occupants of the Building, and in no event shall Licensee provide waiter-waitress service in the Licensed Space; and (ii) in the Storage Area, solely for (A) the storage of dry goods and inventory, and (B) the storage of frozen food in the freezers currently located in the Storage Area, pursuant to Article 1(d), below; and (the uses set forth in clauses (i) and (ii), above, collectively, the "Permitted Use"), and for no other use or purpose.

(b) The statement in this Agreement of the nature of the business to be conducted by Licensee shall not be deemed a representation or guarantee by Licensor that such use is lawful or permissible in the Building under the certificate of occupancy therefor.

(c) In consideration of the license granted herein, Licensee shall at all times during the term of this Agreement: (i) continuously and uninterruptedly occupy and use and conduct business in the entire Licensed Space for the Permitted Use throughout the Term (as defined in Article 2, below); (ii) open and remain open for business Mondays through Fridays (other than days observed by the Federal or State government as legal holidays and on which the Building is officially closed) between the hours of 7:00 a.m. and 3:00 p.m. during each calendar week throughout the Term ("Café Hours"); provided, however, that nothing contained herein shall require Licensee to open or remain open for business during any period prohibited by law, code, rule or regulation of any governmental or quasi-governmental agency or authority having jurisdiction (hereinafter, collectively, "Legal Requirements"); (iii) adequately staff the Licensed Space, at its sole cost and expense, with sufficient employees in order to provide sufficient service and maintain adequate security and order in connection with the Permitted Use and subject to applicable Legal Requirements; (iv) serve breakfast and lunch during Café Hours; (v) provide catering services to Licensor and to the tenants and

occupants of the Building; and (vi) otherwise use the Licensed Space subject to and in accordance with the terms, conditions and covenants contained in this Agreement.

(d) Licensee covenants and agrees that the Storage Area shall be used only for unmanned storage of: (i) dry goods and inventory; and (ii) frozen food in the freezers currently located in the Storage Area; each in support of the Permitted Use and for no other use or purpose. Licensee shall not use or store any items in the Storage Area in a manner which would violate any Legal Requirement, result in a violation of the certificate of occupancy for the Building or result in a termination of, or increase in the rates charged for, Licensor's fire insurance for the Building.

**2. Term; Mutual Cancellation Right.**

(a) This Agreement shall have a monthly term (such initial term and any renewal or extension term hereof, collectively, the "Term") which shall commence as of the date on which Licensor shall deliver a fully executed counterpart of this Agreement to Licensee (the "Commencement Date") and which shall end on the last day of the calendar month in which that day which is the thirtieth (30<sup>th</sup>) day after the Commencement Date shall occur (the "Expiration Date"), or on such earlier date upon which the Term shall expire, be canceled or terminated pursuant to any of the terms, covenants or conditions of this Agreement or pursuant to law. The Term shall automatically renew on the last day of each calendar month during the Term unless cancelled or terminated as set forth in Subparagraph 2(b), below.

(b) Licensor shall have the right to cancel this Agreement effective as of the end of any calendar month during the Term upon not less than thirty (30) days prior notice to Licensee. On or before the effective date of such cancellation, Licensee shall cease its use of and remove its property from the Licensed Space and leave the Licensed Space in good order and condition, reasonable wear and tear excepted, vacant and broom clean, in the condition required under this Agreement as if the Cancellation Date were the Expiration Date.

**3. Fees; Café Contribution.**

There shall be no monthly license fee payable by Licensee to Licensor with respect to the license granted by Licensor to Licensee under this Agreement. All other sums, fees, costs or expenses payable by Licensee to Licensor under this Agreement shall be deemed to be "Fees" and shall be payable within ten (10) business days after written demand, unless other payment dates are hereinafter provided. Licensee shall pay all Fees due under this Agreement at the office of Licensor or at such other place as Licensor may designate, payable in United States legal tender, by cash, or by good and sufficient check, unendorsed, without any set off or deduction whatsoever. Licensor may apply payments made by Licensee towards the payment of any item of Fees payable under this Agreement notwithstanding any designation by Licensee as to the items against which any such payment should be credited.

**4. Maintenance and Repairs; Licensee's Covenants; No Alterations.**

(a) Licensee shall take good care of the Licensed Space and the fixtures, appurtenances and FFE located therein (as defined in Article 13, below) and shall keep the same in good order and in a clean, safe and lawful condition, at Licensee's sole expense. In addition, Licensee shall: (i) promptly and adequately make any repairs to the Building or the Licensed Space and the fixtures, appurtenances and FFE located therein, including structural repairs, when the same are

necessitated by the negligence or willful misconduct of Licensee, its members, partners, directors, officers, agents, representatives, servants, employees, invitees, or sublicensees; (ii) comply with all Legal Requirements and all insurance requirements applicable to the Licensed Space and Licensee's use thereof; (iii) obtain and maintain insurance coverage as provided in Article 7 hereof; (iv) comply with the Building's rules and regulations as promulgated by Lessor from time to time; and (v) not disrupt, affect or interfere with any tenant's or occupant's use and enjoyment of their respective premises in the Building, the common areas of the Building or the other facilities of the Building.

(b) Lessor shall have no obligation to perform any work, services, repairs or maintenance in or to the Licensed Space, except as otherwise expressly set forth in this Agreement. Lessor shall be responsible for the maintenance and repair of the structural portions of the Building and all Building systems and equipment which serve the Licensed Space, except where the need for such maintenance or repairs is necessitated by: (i) the negligence or willful misconduct of Licensee, its members, partners, directors, officers, agents, representatives, servants, employees, invitees, or sublicensees; (ii) Licensee's use of the Licensed Space or any of the FFE; or (iii) a default by Licensee, or anyone claiming by, under or through Licensee under the terms of this Agreement; in either of which events (i) or (ii), above, such maintenance and repair shall be performed at Licensee's sole cost and expense, payable as Fees hereunder.

(c) Licensee shall not perform any alterations, decorations, additions, improvements, work or construction in, to or at the Licensed Space without Lessor's prior written consent, which consent may be granted or withheld in Lessor's sole discretion.

#### **5. Sole Risk.**

Any personal property in the Licensed Space belonging to Licensee shall be there at the sole risk of Licensee, and Lessor shall not be liable for any damage thereto or theft, misappropriation or loss thereof. Immediately upon the expiration or sooner termination of this Agreement, Licensee shall remove from the Licensed Space all of the personal property of Licensee located in the Licensed Space and repair any damage caused by such removal. Any personal property remaining in the Licensed Space after the expiration or sooner termination of this Agreement shall be deemed abandoned by Licensee and may be removed and disposed of by Lessor without liability to Licensee.

#### **6. No Representations by Lessor.**

Licensee represents that it has made due examination and inquiry as to all matters relevant to Licensee's use of the Licensed Space and has satisfied itself with respect to the same and agrees to accept the same in its "as-is" condition without any representation or warranty by Lessor whatsoever, all of which are expressly disclaimed.

#### **7. Indemnification/Insurance.**

(a) Licensee hereby indemnifies and agrees to defend and save Lessor, its members, partners, shareholders, directors, officers, agents, representatives, servants and employees harmless from and against any and all claims, liabilities, losses, damages, awards, judgments, fines, penalties, costs and expenses of every kind and nature (including, without limitation, reasonable attorneys' fees) arising from the use of the Licensed Space by Licensee or anyone in, on or at the

Licensed Space with Licensee's permission, or from any breach of this Agreement. The provisions of this Article 7(a) shall survive the expiration or sooner termination of this Agreement.

(b) Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect during the Term, the following insurance coverage, which coverage shall be effective from and after the Commencement Date:

(i) Commercial General Liability insurance on an occurrence basis against claims for Bodily Injury, including death arising therefrom, Personal Injury, Property Damage occurring in or about the Licensed Space, the Building, the common areas and the real property on which the Building is situated under which Licensee is named as the insured and Lessor, Lessor's managing agent, any ground lessors, any mortgagees and any other parties whose names shall have been furnished by Lessor to Licensee from time to time are included as additional insureds, by broad form additional insured endorsement. Licensee's Commercial General Liability insurance shall be primary in all respects without contribution from any other insurance carried by or for the benefit of Lessor, Lessor's managing agent or any lessors, mortgagees or others named as additional insureds. Such Commercial General Liability insurance shall include Contractual Liability to insure Licensee's indemnification obligations set forth in this Agreement. The minimum limits of liability shall be a combined single limit with respect to each occurrence in an amount of not less than \$5,000,000.00. Said limit may be obtained by use of follow-form excess or Umbrella liability policies; provided, however, that Lessor may require Licensee to increase such insurance from time to time during the Term so as to equal the amount of insurance which in Lessor's reasonable judgment is then being customarily required by licensors of space similar to the Licensed Space in the geographic vicinity of the Building. If Licensee's Commercial General Liability insurance covers more than one location, the policy providing the above-referenced coverage shall be written with a "per location" aggregate limit; and

(ii) Property Insurance insuring Licensee's property, the FFE (as defined in Article 13, below) and all additions, alterations, improvements or betterments to the Licensed Space for the full replacement cost thereof. Property Insurance shall be written to provide Special Form "all risk" perils insuring Licensee's property. Property insurance shall be written with a deductible of no greater than \$10,000 each loss. Licensee shall insure Business Income/Extra Expense in an amount sufficient to provide for at least twelve (12) months of loss of income and estimated extra expenses.

(c) All insurance to be carried by Licensee under this Agreement: (i) shall be obtained from companies licensed as admitted insurers in the state where the Licensed Space is located and rated "A- IX" or better in the current edition of Best's Key Rating Guide; and (ii) may be maintained under blanket policies of insurance, provided such policies contain a broad form additional insured endorsement naming Lessor and its designees as additional insureds, specifically referencing the Licensed Space, and guaranteeing a minimum limit available for the Licensed Space equal to the limits of liability required under this Agreement. Licensee shall provide evidence of required insurance to Lessor in the form of 2003 ACORD 28 certificates of insurance (the 2006 ACORD 28 being unacceptable to Lessor), or, if required by Lessor, certified copies of such insurance policies. Prior to the time such insurance is first required to be carried by Licensee and thereafter, at least fifteen (15) days prior to the expiration of any such policies, Licensee shall deliver to Lessor certificates evidencing the existence of such insurance coverage. Licensee hereby agrees to give Lessor and any additional insured at least thirty (30) days prior written notice of the cancellation of any of the insurance policies required to be issued and furnished by Licensee to Lessor under this Agreement.

(d) Licensee and Licensee shall each endeavor to secure an appropriate clause in, or an endorsement upon, each "all-risk" insurance policy obtained by it and covering property as stated above pursuant to which the respective insurance companies waive subrogation against each other and any other parties, if agreed to in writing prior to any damage or destruction. The waiver of subrogation or permission for waiver of any claim hereinbefore referred to shall extend to the agents of each party and its employees, and, in the case of Licensee, shall also extend to all other persons and entities occupying or using the Licensed Space in accordance with the terms of this Agreement. If and to the extent that such waiver or permission can be obtained only upon payment of an additional charge, then the party benefiting from the waiver or permission shall pay such charge upon demand, or shall be deemed to have agreed that the party obtaining the insurance coverage in question shall be free of any further obligations under the provisions of this Article 7 relating to such waiver or permission. Subject to the foregoing, and insofar as may be permitted by the terms of the insurance policies carried by it, each party hereby releases the other with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damages or destruction with respect to its property by fire or other casualty (including rental value or business interruption, as the case may be) occurring during the Term.

(e) All insurance coverage shall be provided in compliance with the requirements stated in this Agreement and shall contain no non-standard, special, and/or unusual exclusions or restrictive endorsements without the prior written consent of Licensee.

(f) Licensee shall not do or permit to be done any act or thing upon or to the Building which will invalidate or be in conflict with fire insurance policies covering the Building and the fixtures and property therein contained, and shall not do or permit to be done any act or thing upon or to the Building which shall or might subject Licensee to any liability or responsibility for injury to any person or persons, or to property by reasons of the business conducted by the Licensee under this Agreement.

## 8. Default.

(a) Licensee may terminate this Agreement on three (3) days' notice to Licensee if Licensee is in default under this Agreement ten (10) days after notice from Licensee to Licensee of any such default. Upon the termination of this Agreement by Licensee, Licensee shall cease its use of the Licensed Space and shall remove all of its equipment and personal property (hereinafter, "Personalty") from the Licensed Space on or before the effective date of termination as set forth in Licensee's notice of termination in the same condition and on the same terms as if the effective date of termination were the Expiration Date.

(b) Upon the expiration or sooner termination of this Agreement, Licensee shall, at its sole cost and expense, remove from the Licensed Space the Personalty and restore the Licensed Space to the condition that existed prior to the term of this Agreement, reasonable wear and tear excepted. After the expiration or sooner termination of the Term, Licensee may deem abandoned any Personalty left in the Licensed Space by Licensee, and Licensee shall have the right to retain or dispose of such Personalty at Licensee's cost and expense payable to Licensee upon demand as Fees hereunder, and in the case of disposal, using an independent third party charging customary rates, in any manner without any obligation to account therefor to Licensee.

(c) Licensee agrees it shall indemnify, defend and save Licensee harmless against all costs, claims, loss or liability resulting from delay by Licensee in ceasing its use of and removing its Personalty from the Licensed Space, including, without limitation, any claims made by any

succeeding tenant, occupant or licensee founded on such delay. The parties recognize and agree that the damage to Licensor resulting from any failure by Licensee to timely cease its use of and remove its Personality from the Licensed Space will be substantial and will be impossible of accurate measurement. Licensee therefore agrees that if it shall fail to cease its use of and remove its Personality from the Licensed Space on or prior to the expiration or sooner termination of this Agreement in accordance with the terms of this Agreement, then Licensee shall pay to Licensor as liquidated damages for each month and for each portion of any month during which Licensee continues to fail to cease its use of and remove its Personality from the Licensed Space \$8,000.00 per month. The aforesaid obligations shall survive the expiration or sooner termination of the Term.

(d) The termination of this Agreement shall not be construed to reduce, forgive or satisfy any existing liabilities or obligations of the parties to this Agreement which were incurred or accrued prior to termination and shall not in any way preclude the exercise by either party of any and all rights to which such party may be entitled in enforcing such liabilities or obligations under this Agreement, at law or in equity.

(e) (i) If Licensor is compelled at any time to pay or elects to pay any sum of money, or is compelled to do any act or does any act which requires the payment of any sum of money by reason of the failure of Licensee to comply with any of the terms hereof, or if Licensor is compelled to or elects to incur any expense, including reasonable attorneys' fees, by reason of any default of Licensee hereunder, Licensee shall reimburse Licensor for such sum or sums so paid within five (5) business days after written request therefor by Licensor. Licensee acknowledges and agrees that Licensor shall not be required to provide Licensee with notice of its intention to cure Licensee's default in the event that any such default has caused an emergency condition.

(ii) Any sums which may become due and payable by Licensee to Licensor under this Agreement shall be payable within ten (10) business days after written demand, for failure in payment of which Licensor shall have all rights and remedies against Licensee as provided at law or in equity. Any sums due and payable to Licensor hereunder which are not paid within five (5) business days after the due date thereof shall be subject to a six percent (6%) late charge and if not paid within thirty (30) days after the due date thereof, shall be subject to an interest charge of eighteen percent (18%) per annum (or if such sum exceeds the maximum lawful rate of interest, then the maximum lawful rate of interest) from the due date thereof until the date so paid.

(f) The provisions of this Article 8 shall survive the expiration or sooner termination of this Agreement.

## **9. Cleaning and Rubbish Removal.**

(a) (i) Licensor shall cause the Licensed Space to be kept clean in accordance with Licensor's customary standards for the Building, provided such area is kept in a clean and orderly condition at all times by Licensee. Licensor and its cleaning contractor and their employees shall have after-hours access to the Licensed Space and the use of Licensee's light, power and water in the Licensed Space as may be reasonably required for the purpose of such cleaning services. Licensee shall reimburse Licensor, as Additional License Fees for any and all costs and expenses incurred in connection with Licensor's cleaning of the Premises, including, without limitation those cleaning costs set forth in Sub-subsection 9(a)(ii) below.

(ii) Licensee shall cause that portion of the Licensed Space which consists of the kitchen area, the food preparation area and the area behind the service counters clean and in an orderly condition at all times, at Licensee's sole expense.

(b) (i) Licensee shall promptly store and dispose of all of its garbage and waste matter in a manner which prevents the emanation of any odor and effluent and in compliance with the rules established by Lessor from time to time and those of all governmental and quasi-governmental agencies and authorities having jurisdiction. Without limiting the generality of the foregoing, all refuse shall be kept in airtight containers, and shall be removed from the Licensed Space via the route designated by Lessor in heavy duty plastic bags to a location in or near the Building designated by Lessor, at least once a day during hours designated by Lessor. In removing such garbage and waste matter from the Licensed Space, Licensee shall use closed containers of such a nature that in the process of such removal no refuse or waste matter shall spill or flow from such containers.

(ii) Licensee shall use commercially reasonable efforts to keep the Licensed Space free from vermin, rodents or anything of like objectionable nature. Lessor shall have the right to take all necessary or proper measures to exterminate any and all vermin from the Licensed Space, at Lessor's expense.

(iii) Licensee is hereby advised that the Building is subject to a mandatory recycling program for disposables and waste materials. Licensee shall abide by all rules and regulations as may be promulgated for compliance with this program.

(c) Any failure of Licensee to comply with the provisions of this Article 9 shall constitute a material and substantial default by Licensee under the terms of this Agreement for which default Lessor shall have all of the remedies available to it under this Agreement, at law and in equity.

#### **10. Shop Covenants/Food Service Use.**

(a) Licensee acknowledges that the nature of the business to be conducted in the Licensed Space could, in the absence of adequate preventive measures, create objectionable fumes, vapors or odors, the presence of vermin, damage and injury, unreasonable or objectionable noise or vibrations and other conditions which would cause annoyance and interference to the Building and its occupants. As an express inducement to Lessor to enter into this Agreement, Licensee covenants that all operations in the Licensed Space shall be conducted so as not to cause any such annoyance or interference, and, in furtherance (but not in limitation) thereof, Licensee agrees to employ the best available state of the art methods then in existence during the Term to prevent any such annoyance or interference, and that Licensee shall, at its sole cost and expense: (i) keep the Licensed Space free of noxious chemicals or inflammable materials, except to the extent, in such manner and in such quantities as are customarily employed in connection with the Permitted Use and provided that at all times Licensee complies with all applicable terms of this Agreement and all applicable Legal Requirements, at Licensee's sole expense; (ii) take all steps necessary to prevent fat, grease, or any other non-soluble substance from entering the waste lines of the Building; and (iii) perform any and all maintenance necessary or reasonably desirable in order to keep the floors in all areas of the Licensed Space which are utilized for the preparation of food or beverages in a waterproof condition.

(b) If at any time during the Term there shall be a violation of any of the foregoing covenants, Lessor shall have the right (in addition to any and all other rights available to Lessor under this Agreement, at law or in equity, including, without limitation, injunctive relief) upon ten (10) days' prior written notice to Licensee (except in the case of an emergency when no notice shall be necessary), to perform any of such obligations and in such event, Licensee shall reimburse Lessor for any expenditures made by Lessor in connection therewith within five (5) business days after receipt by Licensee of a statement from Lessor therefor. Any work required to be done by Licensee pursuant to the provisions of this Article 10 shall be subject to Lessor's prior written approval and shall be performed in strict compliance with all of the terms, covenants and conditions of this Agreement.

## **11. Conduct of Business.**

(a) Licensee, recognizing that the Building has been developed and is being maintained as a location for an outstanding type of business occupancy, and as a special inducement to Lessor to enter into this Agreement, covenants and agrees that at all times: (i) Licensee's use of the Licensed Space throughout the Term will be consistent with the first-class character and dignity of the Building; (ii) the business to be conducted at, through and from the Licensed Space will be of first class quality and reputable in every respect and shall not reflect unfavorably upon the reputation or good will of Lessor; (iii) (A) the sales methods employed in said business, as well as all other elements of merchandising, display and advertising, (B) the appearance of the Licensed Space (including the lighting and other appurtenances thereto), and (C) the appearance and deportment of all personnel employed therein and the appearance, number, location, nature and subject matter of all displays and exhibits placed or installed in or about the Licensed Space, and of any signs, awnings, lettering, announcements, or any other kinds or forms of inscriptions displayed in or about the Licensed Space will be only such as meet with Lessor's approval, and if at any time disapproved by Lessor, Licensee shall remove the basis for such disapproval in such manner and within such time as may be specified by Lessor in a written notice given by Lessor to Licensee for such purpose.

(b) Licensee shall, promptly after demand by Lessor, and as often as such demand shall occur, forthwith discontinue selling or offering for sale, or permitting to be sold, or otherwise dealing in, or exhibiting, or advertising, in the Licensed Space or any part thereof, any article or merchandise to which Lessor may reasonably object. Licensee shall, promptly after demand by Lessor, and as often as each such demand shall occur, forthwith discontinue any advertisement, sign, notice, object, poster, exhibit and/or display in the Licensed Space, or any part thereof, to which Lessor may reasonably object.

(c) Licensee covenants that the Licensed Space will not be used so as to interfere with other tenants or occupants in the Building. Licensee also covenants that no noise or noxious fumes or odors will be created by Licensee so as to interfere with the quiet enjoyment of the other tenants or occupants of their respective premises in the Building. Licensee shall provide and maintain, at its expense, the hand-held fire extinguishers that are required to be maintained in the Licensed Space by the governmental or quasi-governmental agencies and authorities having jurisdiction over this matter. Neither this Agreement nor any use by Licensee shall give Licensee any right or easement to the use of any door or passage or concourse connecting with any other building or to any public conveniences, and the use of any such doors, passages, concourses or conveniences may be regulated and/or discontinued at any time and from time to time by Lessor without notice to Licensee. Neither the Licensed Space, nor the halls, corridors, stairways, elevators or any other portion of the Building

shall be used by Licensee or Licensee's agents, representatives, servants, employees, invitees, licensees, customers or visitors in connection with the Permitted Use or otherwise so as to cause any congestion of the public portions of the Building or the entranceways, sidewalks or roadways adjoining the Building whether by trucking or by the congregating or loitering thereon by Licensee and/or the agents, representatives, servants, employees, invitees, licensees, customers or visitors of Licensee.

(d) Licensee shall not permit messengers, delivery personnel or other individuals providing such services to Licensee ("Delivery Personnel") to: (i) assemble, congregate or form a line outside of the Licensed Space or the Building or to otherwise impede the flow of pedestrian traffic outside of the Licensed Space or the Building; or (ii) park or otherwise leave bicycles, wagons or other delivery carts outside of the Licensed Space or the Building, except in locations outside of the Building designated by Lessor from time-to-time. All deliveries shall be made to and from the Licensed Space via the route and during the hours designated by Lessor from time to time and in accordance with Lessor's rules and regulations. Without limiting the generality of the foregoing or any other provision of this Agreement, Licensee shall not permit any deliveries to be placed on the sidewalks adjacent to the Licensed Space or to impede the flow of pedestrian traffic and/or deliveries into or out of the Building.

(e) Licensee shall, at its own cost and expense, procure and maintain all necessary certificates, permits, orders or licenses which may be required for the conduct of its business by any Legal Requirements.

## 12. Signage.

Any and all signage proposed to be affixed to or installed at the Licensed Space shall be so at Licensee's sole cost and expense and shall be subject to the prior written approval of Lessor.

## 13. Fixtures, Furniture and Equipment.

(a) During the Term, Licensee shall be permitted to use in the Café Area only, the furniture, fixtures, trade fixtures and equipment (collectively, the "FFE") located within the Licensed Space as of the date hereof as listed on Exhibit B attached hereto and made a part hereof; provided, conditioned upon, and subject to the following: (i) Licensee hereby acknowledges and agrees that Lessor makes no representations or warranties concerning the condition of, title to or rightful ownership of the FFE; (ii) Licensee shall maintain the FFE in good condition and repair, at Licensee's sole cost and expense and shall not remove the FFE from the Licensed Space, unless such removed FFE is replaced with FFE of quality similar or superior to the FFE and approved by Lessor; (iii) Licensee shall not encumber, pledge, transfer or alienate the FFE; (iv) Licensee shall surrender and deliver to Lessor possession of the FFE in a condition and state of repair similar or superior to that existing as of the date hereof, reasonable wear and tear excepted, upon the earlier of: (A) the expiration or sooner termination of the Term, or (B) such earlier time as any third party shall demand the return of the FFE under a claim of title; and (v) Licensee hereby indemnifies and shall defend and hold Lessor, its agents, representatives, servants and employees harmless from and against all claims, suits, liabilities, costs, expenses, fines, penalties, damages and awards arising out of or in connection with Licensee's use of the FFE.

(b) The violation by Licensee of any of the covenants, agreements, terms, provisions and conditions contained in this Article 13 shall be deemed a material and substantial

default by Licensee under the terms of this Agreement. Mention in this Article 13 of any particular remedy shall not preclude Licensor from any other remedy under this Agreement, at law or in equity. Any demand or demands by Licensor pursuant to the provisions of this Article 13 and compliance therewith by Licensee shall not impair this Agreement or affect Licensee's liability hereunder, nor shall Licensee be entitled to any compensation or diminution or abatement of Fees or to terminate this Agreement by reason thereof.

(c) Licensor shall repair the FFE as reasonably required in Licensor's sole discretion, except where the need for such maintenance or repairs is caused by: (i) the negligence or willful misconduct of Licensee, its members, partners, directors, officers, agents, representatives, servants, employees, invitees or sublicensees; or (ii) a default by Licensee or anyone claiming by, under or through Licensee under the terms of this Agreement; in either of which events (i) or (ii), above, such repair shall be performed at Licensee's sole cost and expense, payable as Fees hereunder.

#### **14. Services.**

(a) Licensor shall furnish electrical, water, gas, heating, ventilation and air conditioning services to the Café Area and Storage Area through the presently existing systems, if any, that serve the Café Area and the Storage Area as of the date of this Agreement and Licensor shall have no liability to Licensee in the event that the quality or quantity of services available is at any time unavailable, interrupted or insufficient for the use of the Licensed Space as permitted hereunder. Licensee shall, within ten (10) after rendition of a bill from Licensor, pay to Licensor as Fees for Licensee's use of electrical, water and gas services to the Café Area and Storage Area.

(b) Licensee acknowledges and agrees that any telecommunications service to the Licensed Space shall be purchased by Licensee directly from the company or companies serving the Building. Licensor shall not be liable to Licensee for any loss or damage or expense which Licensee may sustain or incur if either the quantity or character of telecommunications service is changed or is no longer available or suitable for Licensee's requirements. Licensor reserves the right to terminate Licensee's use of telecommunications service in the event of emergency, if necessary in connection with the performance of any improvements, repairs or maintenance to the Building or if required by Legal Requirements, in which event this Agreement shall remain in full force and effect and Licensee shall have no claim against Licensor for damages, set-off or abatement or to terminate this Agreement.

#### **15. Licensor.**

(a) The term "Licensor" as used in this Agreement means only the Licensor or mortgagee in possession, for the time being of the Building or the holder of a leasehold interest in the Building and/or the land thereunder (or the managing agent of any such Licensor, mortgagee or lessee) so that in the event of the sale of the Building or leasehold interest or an assignment of this Agreement, or a demise of the Building and/or land and/or leasehold, Licensor shall be and hereby is entirely freed and relieved of all obligations of Licensor subsequently accruing. In the event of such sale, transfer or Agreement, Licensor shall also be relieved of all existing obligations and liabilities hereunder, provided that the purchaser, transferee or licensee of the Building assumes in writing such obligations and liabilities.

(b) Neither the partners, entities or individuals comprising Licensor, nor the agents, directors, officers or employees of any of the foregoing shall be liable for the performance of Licensor's obligations hereunder, if any. Licensee agrees to look solely to Licensor's estate and

interest in the Licensed Space for the satisfaction of any right or remedy of Licensee for the collection of a judgment (or other judicial process) requiring the payment of money by Licensor, and in the event of any liability by Licensor, and no other property or assets of Licensor or of any of the aforementioned parties shall be subject to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies under or with respect to this License Agreement, the relationship of Licensor and Licensee hereunder, or Licensee's use and occupancy of the Licensed Space or any other liability of Licensor to Licensee.

**16. Notices.**

Any bill, notice, statement, demand, request or other communication required or permitted to be given, rendered or made by either party to the other pursuant to this Agreement (other than routine bills for Fees or for updates to Building policies and procedures, rules or regulations, any of which may be sent by regular mail, or in any of the manners set forth below, to Licensee at the Licensed Space, without copies to any other additional address) shall be in writing and shall be deemed to have been properly given, rendered or made if sent: (i) by electronic mail, certified mail, return receipt requested, postage prepaid; or (ii) by nationally recognized overnight delivery service; addressed as follows:

**If to Licensor:**

Ferncroft LLC  
c/o Sovereign Partners, LLC  
747 Third Avenue, 37<sup>th</sup> Floor  
New York, New York 10017  
Attention: Cyrus Sakhai  
Email: [csakhai@sovpartners.com](mailto:csakhai@sovpartners.com)

**If to Licensee:**

[Radicchio LLC]

---

Attention: Angelo R. Senises  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.com

and shall be deemed to have been given, rendered or made, if sent by electronic mail or certified mail, return receipt requested, three (3) business days after deposit with the U.S. Postal Service, and if sent by overnight delivery service, one (1) business day after deposit with such delivery service. Either party may, by notice as aforesaid, designate a different address or addresses for bills, notices, statements, demands, requests or other communications intended for the foregoing.

**17. Successors and Assigns.**

This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Licensee shall not assign this Agreement or sub-license the Licensed Space or any part thereof, or permit any other person, party or entity to utilize the Licensed Space without obtaining Licensor's prior written consent in each instance, which consent may be granted, withheld or conditioned by Licensor in its sole discretion.

Any purported assignment, transfer or sublicense made without such consent shall be void and of no force or effect. The transfer of a majority of the issued and outstanding capital stock or ownership interests of Licensee, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, shall be deemed an assignment of this Agreement and shall be subject to the foregoing provisions.

**18. Effectiveness.**

This Agreement shall not be binding upon Licensor and Licensee until executed and delivered by both Licensor and Licensee.

**19. Brokers.**

Licensee covenants, represents and warrants that Licensee has had no dealings or negotiations with any broker or agent in connection with the consummation of this Agreement and Licensee covenants and agrees to defend, hold harmless and indemnify Licensor from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.

**20. Miscellaneous.**

(a) Neither this Agreement nor any memorandum in respect of this Agreement shall be recorded by Licensee.

(b) If any provision of this Agreement or its application to any person or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement, or the applicability of such provision to other persons or circumstances, shall be valid and enforceable to the fullest extent permitted by law and shall be deemed to be separate from such invalid or unenforceable provisions and shall continue in full force and effect.

(c) All prior understandings or agreements between the parties hereto, oral or written, with regard to the matters addressed herein are hereby merged herein.

(d) This Agreement may not be changed, modified or amended except by an instrument in writing, signed by all parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing signed by all parties hereto. The captions in this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

(e) This Agreement shall not be binding upon Licensor and Licensee until executed and delivered by both Licensor and Licensee.

(f) Licensee shall give notice to Licensor, promptly after Licensee learns thereof, of: (i) any accident in or about the Licensed Space; (ii) all fires and other casualties within the Licensed Space; (iii) all damages to or defects in the Licensed Space, including, without limitation, to the FFE, for the repair of which Licensor may be responsible, and (iv) all damage to or defects in

any parts or appurtenances of the Building's sanitary, electrical, heating, ventilating, air conditioning, elevator and other systems located in or passing through the Licensed Space or any part thereof.

(g) From time to time, Licensee, on no less than ten (10) days' prior written request by Licensor, shall deliver to Licensor a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications) and stating whether or not Licensor is in default in the performance of any covenant, agreement or condition contained in this Agreement and, if so, specifying each such default. Licensee hereby irrevocably constitutes and appoints Licensor the attorney-in-fact of Licensee to execute, acknowledge and deliver any such statements or certificates for and on behalf of Licensee in the event that Licensee fails to so execute any such statement or certificate. In the event that Licensee shall fail to deliver any such statement or certificate in the timeframe as set forth above, Licensee shall pay the sum of \$1,800.00 for each day of such failure until such statement or certificate has been delivered to Licensor.

(h) This Agreement is subject and subordinate to all mortgages and to all ground or underlying leases which may now or hereafter encumber or affect the Building and to all renewals, modifications, consolidations, replacements and extensions of any such mortgages and underlying leases. The provisions of this Subparagraph shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Licensee shall execute promptly any certificate that Licensor, the holder of any such mortgage or the lessor of any such lease may reasonably request. If any such mortgagee or lessor shall request reasonable modifications to this Agreement, Licensee shall not unreasonably withhold, delay, or defer its consent thereto and its execution of the appropriate documentation in connection therewith, provided that such modifications do not materially increase the obligations or materially decrease the rights of Licensee under this Agreement.

(i) Notwithstanding anything contained herein to the contrary, Licensee hereby waives any right to recover against Licensor any indirect, consequential, special, punitive or incidental damages in any cause of action, proceeding or claim arising out of or in connection with this Agreement.

(j) This Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts.

(k) Licensee represents and covenants that as of the date of this Agreement and throughout the Term: (i) Licensee is not, and shall not be, an Embargoed Person (as defined below); (ii) none of the funds or other assets of Licensee are or shall constitute property of, or are or shall be beneficially owned, directly or indirectly, by any Embargoed Person; (iii) no Embargoed Person shall have any interest of any nature whatsoever in Licensee, with the result that such investment in Licensee (whether directly or indirectly) is or would be blocked or prohibited by law, or that this Agreement and the performance of the obligations hereunder are or would be blocked or in violation of law; and (iv) none of the funds of Licensee are, or shall be derived from, any activity with the result that such investment in Licensee (whether directly or indirectly) is or would be blocked or in violation of law or that this Agreement and the performance of Licensee's obligations hereunder are or would be in violation of law.

For the purposes hereof, the term "Embargoed Person" shall mean a person, entity or government: (1) identified on the Specially Designated Nationals and Blocked Persons List

maintained by the United States Treasury Department Office of Foreign Assets Control and/or any similar list maintained pursuant to any authorizing statute, executive order or regulation; and/or (2) subject to trade restrictions under United States law, including, without limitation, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated under any such laws, with the result that such investment in Licensee (whether directly or indirectly), is or would be prohibited by law or this Agreement, or is or would be in violation of law; and/or (3) subject to blocking, sanction or reporting under the USA Patriot Act, as amended; Executive Order 13224, as amended; Title 31, Parts 595, 596 and 597 of the U.S. Code of Federal Regulations, as they exist from time to time; and any other law or Executive Order or regulation through which the U.S. Department of the Treasury has or may come to have sanction authority. If any representation made by Licensee pursuant to this Subparagraph shall become untrue, Licensee shall, within ten (10) days thereafter, give notice thereof to Licenser, which notice shall set forth in reasonable detail the reason(s) why such representation has become untrue and shall be accompanied by any relevant notices from, or correspondence with, the applicable governmental agency or agencies.

***[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]***

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**LICENSOR:**

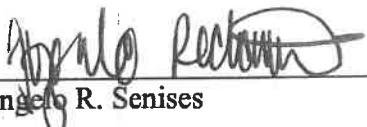
**FERN CROFT LLC**

By: Middleton Managers, LLC,  
its Co-manager

By:   
Name: Cyrus Sakhai  
Title: Managing Member

**LICENSEE:**

**[RADIO SHO LLC]**

By:   
Name: Angelo R. Senises  
Title:

**EXHIBIT A**

**Location Plan of the Licensed Space**

**[to be provided]**

## EXHIBIT B

### FFE

#### Café Equipment List

<u>Manufacturer</u>	<u>Description</u>	<u>Location</u>
Franklin Thermotainer	4 Door Pass Thru Warmer	Kitchen
Pitco	Fryer (Left)	Kitchen
Pitco	Fryer (Middle)	Kitchen
Pitco	Holding Area (Right)	Kitchen
American Range Corpor	Grill (Grooved Griddle)	Kitchen
Vulcan	Range	Kitchen
Bakers Pride	Pizza Oven (Top)	Kitchen
Bakers Pride	Pizza Oven (Bottom)	Kitchen
Blodgett	Convection Oven (Top)	Kitchen
Blodgett	Convection Oven (Bottom)	Kitchen
Seco Systems, A Welbilt	2 Well Steam Table	Serving Line
Pitco	Fryer Holding Area	Serving Area
Pitco	Fryer Holding Area	Kitchen
Vulcan	Grill	Serving Area
Ice-O-Matic	Ice Machine	Kitchen
Ice-O-Matic	Ice Bin	Kitchen
Bally Engineering Structures	Walk-in Cooler	Kitchen
Bally Engineering Structures	Walk-in Freezer	Kitchen
Hatco	Dish Washer	Dishwashing Closet
Ascend	Cooler/Freezer	Serving Area
Beverage Air	Reach In Cooler	Serving area
Beverage Air	cooler	Front Kitchen
Turbo Air	Tall one door cooler	
Turbo Air	open cooler	
True	1 door reach in cooler	grab and go area
True	2 door reach in cooler	grab and go area

 **PERMIT PROJECT**

FILE #: 24-000267

35 VILLAGE RD MIDDLETON MA 01949

INSTALLATION OF PRE-ENGINEERED ANSUL FIRE SUPPRESSION

SYSTEM PER NFPA 17A, STATE AND LOCAL CODES AT ARTISAN

CHEF



**INSPECTION INFORMATION**

Department

Inspectional Services



Inspection Type

Building Final



Assign To

Scott Fitzpatrick



Permit #:

C24-000017 Installation of Pre-En...



Created On

07/02/2024 by Lisa Brown

Notes



**DATES**



Date

07/10/2024



From

1:

▼ 30

▼ PM



To

2:

▼ 00

▼ PM



Completion Date

07/10/2024

Status

Pass



**From:** lisa.brown@middletonma.gov  
**Sent:** 07/23/2024 - 10:50 AM  
**To:** sales@eastcoastfire.net  
**CC:**  
**Subject:** Building Inspection Report



## Inspection Report

**Department:** Inspectional Services

**Date:** 07/02/2024

**Address:** 35 VILLAGE RD  
Middleton, MA 01949

**Inspection Type:** Building Final

**From:** Scott Fitzpatrick

**Assign To:** Scott Fitzpatrick

**To:** David Sergi

**Permit Number:** C24-000017

**Completion Date:** 07/10/2024

**Status:** Pass

**Comments:**

## PERMIT PROJECT

FILE #: 24-000267

35 VILLAGE RD MIDDLETON MA 01949

INSTALLATION OF PRE-ENGINEERED ANSUL FIRE SUPPRESSION  
SYSTEM PER NFPA 17A, STATE AND LOCAL CODES AT ARTISAN  
CHEF



### INSPECTION INFORMATION

Department

Inspectional Services

Inspection Type

Sprinkler

Assign To

Daniel Kessel

Permit #:

C24-000017 Installation of Pre-En...

Created On

07/02/2024 by Lisa Brown

Notes



...

### DATES



Date

07/10/2024

...

From

1:

▼ 30

▼ PM

▼

To

2:

▼ 00

▼ PM

▼

Completion Date

07/10/2024

Status

Pass



### INSPECTION COMMENTS



#

COMMENTS

**From:** lisa.brown@middletonma.gov  
**Sent:** 07/23/2024 - 10:52 AM  
**To:** sales@eastcoastfire.net  
**CC:**  
**Subject:** Building Inspection Report



## Inspection Report

**Department:** Inspectional Services

**Date:** 07/02/2024

**Address:** 35 VILLAGE RD  
Middleton, MA 01949

**Inspection Type:** Sprinkler

**From:** Daniel Kessel

**Assign To:** Daniel Kessel

**To:** David Sergi

**Permit Number:** C24-000017

**Completion Date:** 07/10/2024

**Status:** Pass

**Comments:**



## PERMIT PROJECT

FILE #: 24-000309

35 VILLAGE RD MIDDLETON MA 01949

TO INSTALL 2 COMMERCIAL GRADE CARBON MONOXIDE GAS SYSTEMS WITH REMOTE SENSOR IN EACH KITCHEN. EACH SYSTEM WILL SHUT OFF EXISTING ELECTRICAL GAS SOLENOID THAT PROVIDES GAS TO KITCHEN APPLIANCES IN BOTH KITCHENS. SYSTEM WILL HAVE A MANUAL RESET BUTTON THAT WILL RESET SYSTEM AND PROVIDE POWER TO GAS SOLENOID SO GAS CAN FLOW TO APPLIANCES DURING NORMAL OPERATION. NEW HOOD SYSTEM WILL BE INSTAL ...



### INSPECTION INFORMATION



Department

Inspectional Services

Inspection Type

Building Final

Assign To

Daniel Kessel

Permit #:

C24-000019 To install 2 commercia...



...

Created On

07/02/2024 by Lisa Brown

Notes



### DATES

Date

07/10/2024

...

From

1:

30

PM



To

2:

00

PM



Completion Date

07/10/2024

Status

Pass



**From:** lisa.brown@middletonma.gov  
**Sent:** 07/23/2024 - 10:51 AM  
**To:** Seansprout@allaboutfiresystems.com  
**CC:**  
**Subject:** Building Inspection Report



## Inspection Report

**Department:** Inspectional Services

**Date:** 07/02/2024

**Address:** 35 VILLAGE RD  
Middleton, MA 01949

**Inspection Type:** Building Final

**From:** Daniel Kessel

**Assign To:** Daniel Kessel

**To:** Sean Sprout

**Permit Number:** C24-000019

**Completion Date:** 07/10/2024

**Status:** Pass

**Comments:**

## PERMIT PROJECT

FILE #: 24-000309

35 VILLAGE RD MIDDLETON MA 01949

TO INSTALL 2 COMMERCIAL GRADE CARBON MONOXIDE GAS SYSTEMS WITH REMOTE SENSOR IN EACH KITCHEN. EACH SYSTEM WILL SHUT OFF EXISTING ELECTRICAL GAS SOLENOID THAT PROVIDES GAS TO KITCHEN APPLIANCES IN BOTH KITCHENS. SYSTEM WILL HAVE A MANUAL RESET BUTTON THAT WILL RESET SYSTEM AND PROVIDE POWER TO GAS SOLENOID SO GAS CAN FLOW TO APPLIANCES DURING NORMAL OPERATION. NEW HOOD SYSTEM WILL BE INSTAL ...



### INSPECTION INFORMATION



Department

Inspectional Services



Inspection Type

Building Final



Assign To

Scott Fitzpatrick



Permit #:

C24-000019 To install 2 commercia...



Created On

07/02/2024 by Lisa Brown

Notes



### DATES

Date

07/10/2024



From

1:

30

PM



To

2:

00

PM



Completion Date

07/10/2024

Status

Pass



**From:** lisa.brown@middletonma.gov  
**Sent:** 07/23/2024 - 10:51 AM  
**To:** Seansprout@allaboutfiresystems.com  
**CC:**  
**Subject:** Building Inspection Report



## Inspection Report

**Department:** Inspectional Services

**Date:** 07/02/2024

**Address:** 35 VILLAGE RD  
Middleton, MA 01949

**Inspection Type:** Building Final

**From:** Scott Fitzpatrick

**Assign To:** Scott Fitzpatrick

**To:** Sean Sprout

**Permit Number:** C24-000019

**Completion Date:** 07/10/2024

**Status:** Pass

**Comments:**

# FOOD ESTABLISHMENT INSPECTION REPORT

R-10

Ferncroft Cafe  
35 Village Road

Inspection Number	Date	Time In/Out	Inspection Type	Client Type	Inspector		
3FE8E	7/19/24	9:34 AM 9:48 AM	Pre-Opening	Restaurant	T.Mello		
Permit Number	Risk	Variance	Rating	Score	Pf	Core	Repeat
			Perfect	100	0	0	0

## Foodborne Illness Risk Factors and Public Health Interventions

IN = in compliance OUT= out of compliance N/O = not observed N/A = not applicable COS = corrected on-site during inspection Repeat Violations Highlighted in Yellow

Supervision		IN	OUT	NA	NO COS	Protection from Contamination (Cont'd)		IN	OUT	NA	NO COS
1. PIC present, demonstrates knowledge, and performs duties		✓				15. Food separated and protected		✓			
2. Certified Food Protection Manager		✓				16. Food-contact surfaces; cleaned & sanitized		✓			
Employee Health		IN	OUT	NA	NO COS	17. Proper disposition of returned, previously served,		✓			
3. Management, food employee and conditional employee knowledge, responsibilities and reporting		✓				Time/Temperature Control for Safety		IN	OUT	NA	NO COS
4. Proper use of restriction and exclusion		✓				18. Proper cooking time & temperatures		✓			
5. Procedures for responding to vomiting and diarrheal events		✓				19. Proper reheating procedures for hot holding		✓			
Good Hygienic Practices		IN	OUT	NA	NO COS	20. Proper cooling time and temperature		✓			
6. Proper eating, tasting, drinking, or tobacco use		✓				21. Proper hot holding temperatures		✓			
7. No discharge from eyes, nose, and mouth		✓				22. Proper cold holding temperatures		✓			
Preventing Contamination by Hands		IN	OUT	NA	NO COS	23. Proper date marking and disposition		✓			
8. Hands clean & properly washed		✓				24. Time as a Public Health Control; procedures & records		✓			
9. No bare hand contact with RTE food or a pre-approved		✓				Consumer Advisory		IN	OUT	NA	NO COS
10. Adequate handwashing sinks supplied and accessible		✓				25. Consumer advisory provided for raw/undercooked food		✓			
Approved Source		IN	OUT	NA	NO COS	Highly Susceptible Populations		IN	OUT	NA	NO COS
11. Food obtained from approved source		✓				26. Pasteurized foods used; prohibited foods not offered		✓			
12. Food received at proper temperature		✓				Food/Color Additives and Toxic Substances		IN	OUT	NA	NO COS
13. Food in good condition, safe & unadulterated		✓				27. Food additives: approved & properly used		✓			
14. Required records available: shellstock tags, parasite		✓				28. Toxic substances properly identified, stored & used		✓			
Repeat Violations Highlighted in Yellow						Conformance with Approved Procedures		IN	OUT	NA	NO COS
30. Pasteurized eggs used where required		✓				29. Compliance with variance/specialized process/HACCP		✓			
31. Water & ice from approved source											
32. Variance obtained for specialized processing methods		✓									

## Good Retail Practices

Safe Food and Water		IN	OUT	NA	NO COS	Proper Use of Utensils		IN	OUT	NA	NO COS
30. Pasteurized eggs used where required		✓				43. In-use utensils: properly stored					
31. Water & ice from approved source						44. Utensils, equip. & linens: properly stored, dried & handled					
32. Variance obtained for specialized processing methods		✓				45. Single-use/single-service articles: properly stored & used					
Food Temperature Control		IN	OUT	NA	NO COS	46. Gloves used properly					
33. Proper cooling methods used; adequate equip. for temp.		✓			Utensils, Equipment and Vending		IN	OUT	NA	NO COS	
34. Plant food properly cooked for hot holding						47. All contact surfaces cleanable, properly designed,					
35. Approved thawing methods used						48. Warewashing facilities: installed, maintained & used; test					
36. Thermometers provided & accurate						49. Non-food contact surfaces clean					
Food Identification		IN	OUT	NA	NO COS	Physical Facilities		IN	OUT	NA	NO COS
37. Food properly labeled; original container						50. Hot & cold water available; adequate pressure					
Prevention of Food Contamination		IN	OUT	NA	NO COS	51. Plumbing installed; proper backflow devices					
38. Insects, rodents & animals not present						52. Sewage & waste water properly disposed					
39. Contamination prevented in prep, storage & display						53. Toilet facilities: properly constructed, supplied, & cleaned					
40. Personal cleanliness						54. Garbage & refuse properly disposed; facilities maintained					
41. Wiping cloths; properly used & stored						55. Physical facilities installed, maintained & clean					
42. Washing fruits & vegetables						56. Adequate ventilation & lighting; designated areas use					
						60. 105 CMR 590 violations / local regulations		✓			

Official Order for Correction: Based on an inspection today, the items marked "OUT" indicated violations of 105 CMR 590.000 and applicable sections of the 2013 FDA Food Code. This report, when signed below by a Board of Health member or its agent constitutes an order of the Board of Health. Failure to correct violations cited in this report may result in suspension or revocation of the food establishment permit and cessation of food establishment operations. If you are subject to a notice of suspension, revocation, or non-renewal pursuant to 105 CMR 590.000 you may request a hearing before the board of health in accordance with 105 CMR 590.015(B).

  
T.Mello

Angelo R. Senises - Expires  
Certificate #:

Follow Up Required:  Y Follow Up Date: \_\_\_\_\_

# FOOD SAFETY INSPECTION REPORT

Page Number  
2

Ferncroft Cafe  
35 Village Road

Inspection Number  
3FE8E

Date  
7/19/24

Time In/Out  
9:34 AM  
9:48 AM

Inspector  
T.Mello

## Inspection Report (Continued)

Repeat Violations Highlighted in Yellow

### Positive Notes

#### Proper Food Safety Practices

98        98 Proper Food Safety Practices - -

N - Excellent.

### Temperatures

Area	Equipment	Product	Notes	Temps
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Temperatures in RED identify items in the temperature danger zone. See the report notes for specific details.

**Secretary of the Commonwealth of Massachusetts**  
William Francis Galvin

## Business Entity Summary

ID Number: 001785070

[Request certificate](#)

[New search](#)

Summary for: RADICCHIO FOOD SERVICE, LLC

**The exact name of the Domestic Limited Liability Company (LLC):** RADICCHIO FOOD SERVICE, LLC

**Entity type:** Domestic Limited Liability Company (LLC)

**Identification Number:** 001785070

**Date of Organization in Massachusetts:** 04-16-2024      **Date of Revival:**

**Last date certain:**

**The location or address where the records are maintained** (A PO box is not a valid location or address):

Address: [REDACTED]

City or town, State, Zip code, DORCHESTER, MA 02125 USA  
Country:

**The name and address of the Resident Agent:**

Name: ANGELO R. SENISES

Address: [REDACTED]

City or town, State, Zip code, DORCHESTER, MA 02125 USA  
Country:

**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	ANGELO R. SENISES	35 VILLAGE ROAD MIDDLETON, MA 01949 USA USA

**In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:**

Title	Individual name	Address
SOC SIGNATORY	ANGELO R. SENISES	35 VILLAGE ROAD MIDDLETON, MA 01949 USA USA

**The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:**

Title	Individual name	Address

Consent

Confidential Data

Merger Allowed

Manufacturing

**View filings for this business entity:**

ALL FILINGS

Annual Report

Annual Report - Professional

Articles of Entity Conversion

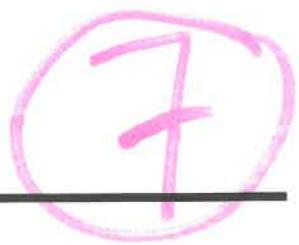
Certificate of Amendment

~~Certificate of Cancellation~~

**View filings**

**Comments or notes associated with this business entity:**

**New search**



## Jackie Bresnahan

---

**From:** Kosta Prentakis <keprentakis@verizon.net>  
**Sent:** Thursday, July 25, 2024 10:13 AM  
**To:** Justin Sultzbach; Jackie Bresnahan  
**Subject:** 3 Town - Masco and request for feedback

[CAUTION:] This message was sent from outside of the Town of Middleton. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Jackie and Justin

Please share this with the SB and Fin Com members.

On Tuesday July 23 I met with Barbara Jessel of Boxford, Marshall Hook of Topsfield and Joe MacLean of Masco.

Prior to the meeting I shared the information below:

Thoughts on the failure of the Masco \$5 million ask in May. Middleton had 2 ballot questions. Question 1 with the unanimous support of the Select Board and Fin Com only received 42% of the vote. The Masco question with the split support of the 2 boards received 37% of the vote. I think the failure of both questions has more to do with the factors below:

Housing stock:

1. Over 95% of housing stock in Boxford and Topsfield is single family homes. This means that 95% of households in these towns have, have had or will have a student at Masco and therefore have knowledge of Masco. It also means that the value of virtually all housing stock in these communities is closely tied to the schools.
2. By contrast Middleton single family homes only represent about 65% of households – there are almost 1,000 condos in town. About 575 condos are in the 3 largest complexes – Ferncroft Tower, Ironwood and Fuller Pond. These complexes are not age restricted but are home to virtually no students. Most of the remaining condos are age restricted and are also home to virtually no students. Most condos are occupied by residents who moved from out of town and thus do not have knowledge of the town's school systems. Blue Haven is the newest complex with 44 units. Only 4 of the units are owned by residents who relocated from other property in Middleton. In the spring I had a conversation with one of the first residents in Blue Haven (having been in town for over a year at the time of the conversation) who asked what is Masco.

2024 election:

1. 1231 residents voted in the town election.
2. Of these ballots about 700 were cast by mail with no way of knowing when voters completed them.

My interpretation:

1. Masco should educate condo owners about its existence. This can be done by building an email list

of condo managers and/or trustees to send information for distribution to all unit owners. Information such as sport schedules and theater and concert dates.

2. Build awareness of the physical condition of Masco by widely publicizing issues that exist and doing it separately from asking for money to remediate them. Every time an issue arises, speak about the issue at a Select Board meeting either in public comment or asking to be included on the agenda. (In the spring almost all of the 15 members of my wife's book club were surprised to learn of Masco's capital request because the building is "brand new".)

3. For the next capital ask involving bonding, the public education campaign in support should be actively on going prior to the time ballots are mailed to voters requesting them and continue through the town election. If people do not have the information to vote yes, they will vote no.

4. The number of capital asks involving bonding should be minimized to avoid voter fatigue and because the same effort will be required with each ask due to changes in town meeting attendance and participation in the town election.

In addition to addressing the current capital needs of Masco, there are other issues that should be discussed between and among the 4 entities - Masco, Boxford, Middleton and Topsfield:

1. Smoothing each Town's yearly assessment increase by:

a. leveling E&D funding (\$550,000 in FY23; \$1,100,000 in FY24 and \$450,000 in FY25)

b. using the 5 year enrollment average to apportion all of the community assessment. Currently

the assessment is apportioned first by the state assigned net school spending number and the rest using the 5 year enrollment average. For FY25 the total community assessment increase 4.1% with Middleton seeing a 1.9% increase; Boxford 3.9% increase and Topsfield 7.0% increase. By using the 5 year average to apportion, each Town's increase will be much closer to the overall increase.

2. How to fund planned repairs.

3. How to replenish the Stabilization Fund when it is used for unplanned, emergency repairs.

Here is summary of the meeting:

Tuesday 23, 2024

1. Boxford and Topsfield prefer the approach of approving design money in one vote and construction money in a second vote.

- This is how they typically do town projects
- Masco asked if it used money from its stabilization account to develop 3<sup>rd</sup> party cost estimate (like the Habeeb report) would this information increase confidence and support?

2. Topsfield and Masco raised the topic of a district wide vote to approve a capital project. Middleton believes that a concerted effort to pass Question 2 was not made by Masco and that the question of a district wide vote should be raised only after a concerted effort failed.

3. Masco will be having its annual goal setting session in late August/early September and asked for feedback prior to that. We agreed to schedule a meeting prior to the planning session.

Please provide feedback on:

1. Your view on having separate votes on OPM and Design money and then a vote on construction money.

- a. Since each bucket of work will take 2 votes, how many buckets should be used to address all the needs?
- b. How much time should elapse between the design vote and the construction vote for a bucket?
- c. How much time should elapse between the construction vote on one bucket and the design vote for the next bucket?

2. Will having 3<sup>rd</sup> party estimate (like the Habeeb report) increase support?

3. What do you think will improve the process and information leading up to the next capital ask?

(My thoughts on this:

- a. Any question and answer to Masco by a member of town government from any town should be shared with all town governments
- b. Discussions of Masco capital at any meeting should be shared by all. If it is at a recorded meeting the recording should be shared with all with the approximate time of the discussion.
- c. Any questions or concerns should be raised as soon as possible.)

Look forward to hearing from you.

Kosta Prentakis



8a.

July 8, 2024

Jeffrey P. Garber  
Select Board Chair  
Town of Middleton  
48 South Main Street  
Middleton, MA 01949

Dear Chair Garber:

Congratulations on your election as Select Board Chair of Middleton. As the Chief Executive Officer of Middleton, you represent your community *ex officio* as a member of the MBTA Advisory Board.

You may appoint a designee to represent you and Middleton on the MBTA Advisory Board. To do so please email me at [bkane@mbtaadvisoryboard.gov](mailto:bkane@mbtaadvisoryboard.gov) with your designee's name and contact details, or send a letter on letterhead to the address below.

Congratulations again on your election, and thank you for your service to Middleton and to all the residents of the Commonwealth of Massachusetts.

Sincerely,

Brian Kane  
Executive Director

**Jackie Bresnahan**

---

**From:** noreply@civicplus.com  
**Sent:** Thursday, July 18, 2024 7:35 AM  
**To:** Jackie Bresnahan  
**Subject:** Online Form Submittal: Appointment Form 2024 (New and Reappointment)

8b.

[CAUTION:] This message was sent from outside of the Town of Middleton. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

### Appointment Form 2024 (New and Reappointment)

First Name	Irene
Last Name	Kastrinakis
Board/Commission/Committee	Scholarship Committee
Response	I would like to be newly appointed
Email Address	ikastrinak@comcast.net
Best Contact Phone Number	9788845455
Address	7 VERA ROAD
City	MIDDLETON
State	MA
Zip Code	01949
Resume Upload for New Applicants	<a href="#">Kastrinakis Irene CV 2024 Project.doc</a>
Electronic Signature Agreement	I agree.
Electronic Signature	Irene J. Kastrinakis

Email not displaying correctly? [View it in your browser.](#)

# Irene Kastrinakis

Middleton, MA 01949  
[www.linkedin.com/in/ikastrinakis](http://www.linkedin.com/in/ikastrinakis)

978.884.5455  
[ikastrinak@comcast.net](mailto:ikastrinak@comcast.net)

## Senior Multilingual Corporate Consultant

Language Services | Spanish, Greek & English Translation | Guideline Compliance | Online Content Expert | Training

Expert ability to communicate globally-sensitive, abstract concepts. Specialties include working with internal and external offshore teams, online content moderation and fraud prevention, and training related tasks including analytics.

## Professional Experience

### IJK ASSOCIATES INTERNATIONAL COMMUNICATIONS

2020 - Present

Middleton, Massachusetts

#### Principal Consultant

Translation / interpretation and training involving Spanish, Greek and English text and verbal content for business, health, education, tourism, and law. Consultant in media campaign messaging for bilingual audiences, creating and reviewing articles of topical relevance on governmental, financial, and community affairs, as well as social media content. Creation of multilingual trainings / website pages.

### TRIPADVISOR, Needham, MA

2006 - 2020

#### Training Team Lead, Trust and Safety

2018 - 2020

Managed training and best practice (BP) solutions for ~400 staff moderators of global, user-generated content (UGC) for international travel conglomerate. Primary focus was on Trust and Safety (T&S) aspects such as efficiency and cost, and detection of fraudulent activity within complex data sets. Facilitated recognition of statistical outliers and atypical patterns.

#### Lead Trainer, Trust and Safety

2015 - 2018

Founded Tripadvisor inaugural Content Training Team within content department. Built structure, selected staff, formulated onboarding procedures, authored materials and selected methods of educational delivery along with specific performance standards and expectations. Managed instructor-led and virtual coaching for staff with focus on fraud prevention aspects of UGC.

#### Team Lead, Content Integrity Outsourcing / Offshore staff

2012 - 2015

Guided 100+ global outsourced employees to master Tripadvisor fraud detection policies. Analyzed performance and productivity of learners and worked closely with managers. Facilitated candidate interviews and advised hiring decisions.

#### Content Specialist, Content Moderation and Integrity

2011 - 2012

Processed UGC in Spanish, Greek, English, French, Italian and Portuguese at rapid pace while applying agility in shifting priorities and rapid decision making, often in complicated and unpredictable circumstances raised by UGC.

#### Content Representative (Contractor), Content Moderation and Integrity

2006 - 2011

Moderated UGC in Spanish, Greek and English. Provided exceptional editorial judgment and command of aforementioned languages. Adapted guidelines and protocols for millions of new users in new POS.

## Education

- **Master of Public Administration (MPA)**, Master of Business Administrations (MBA) equivalent, Clark University, Worcester, MA
- **Bachelor of Arts (BA)**, International Relations, Clark University, Worcester, MA

## Technical Skills

**Analytics:** Snowflake, Navicat, KeyLines | **Customer Service:** Zendesk, Salesforce | **Data Visualization / Reporting:** Tableau, Microsoft (MS) Excel, Google Spreadsheets, Numbers, JIRA | **Graphic Design:** MS PowerPoint, Keynote, Canva | **LMS:** LearnUpon, Articulate 360, Rise, SCORM, Adobe Captivate, Confluence, Absorb, LearnDash | **Communication / Collaboration:** Slack, Skype, Zoom, BlueJeans, Cisco WebEx, MS Outlook, Mail, Salesforce, Marketing Cloud | **Social Media:** Influencer Management and most social platforms | **General & Miscellaneous:** MS Office Suite and Office for Mac, iWork, Thomson Reuters Legal Tracker

## Foreign Language Fluency

Written and verbal fluency in Spanish, English and Greek

## Affiliations

Volunteer, Translators without Borders (TWB) | eLearning Guild | World Association for Online Education (WAOE)

**Position Purpose:**

The purpose of this position is to perform confidential and complex clerical, secretarial and administrative work in support of the Town Administrator's Office. Performs administrative, operational and research functions for the Town Administrator's Office. Responsibilities include, but are not limited to, greeting and directing visitors, administering license applications, accounts payable, administering payroll, following up on citizen issues and requests, research, occasional preparation of meeting minutes and board packages and preparation of reports and office correspondence. Performs all other related work as assigned.

**Supervision:**

*Supervision Scope:* Performs varied and responsible duties requiring a thorough knowledge of office operations and the exercise of judgment and initiative in completing tasks, particularly in situations not clearly defined by precedent or established procedures. Incumbent is called upon to handle a significant number of details, each varying from the other in substance and content, requiring incumbent to approach workload with flexibility.

*Supervision Received:* Works under the general supervision of the Assistant Town Administrator and Town Administrator. Employee completes work in accordance with established departmental policies and standards; all questionable matters are referred to supervisor.

**Job Environment:**

Work is performed in an office environment. Majority of work is performed in a moderately noisy work environment, with constant interruptions.

Operates computers, printers, facsimile machine, copier, calculator, and other standard office equipment.

Makes frequent contact with the general public, other town employees and town boards; contacts are primarily in person, by telephone, and in writing and involve discussing routine and semi-complex information; contacts with the public require considerable patience and courtesy.

Has access to department-related confidential information including personnel and payroll information.

Errors could result in confusion, reduced levels of service, poor public relations, and possible legal ramifications.

**Essential Functions:**

*(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

Provide customer service by answering questions both in person, by telephone and written correspondence. Regularly updates to the Town website as required.

Attend to a variety of office administrative details such as ordering supplies, arranging for equipment repair, transmitting information and keeping reference materials up to date.

Maintain calendar of activities, meetings, and various events for assigned staff; coordinate activities and meetings with Town departments, the public, and outside agencies; coordinate and arrange special events as assigned; schedule meetings; coordinate arrangements and set up meeting rooms; notify participants; prepare and/or assemble meeting materials.

Proofread, verify, and review materials, applications, records, and reports for accuracy, completeness, and conformance with established standards, regulations, policies, and procedures; ensure materials, reports, and packets for signature are accurate and complete.

Maintain accurate and up-to-date offices files, records, and logs for assigned areas; develop, prepare, and monitor various logs, accounts, and files for current and accurate information including manual and computer logs. Office files must be retained in accordance with the Commonwealth's records retention guidelines.

Prepares legal notices and advertisements for submission to the Newspaper.

Assists in preparation of agendas for the Select Board meetings in consultation with the Assistant Town Administrator and Town Administrator.

Oversees on behalf of the Select Board, in their role as the Local Licensing Authority for the Massachusetts Alcoholic Beverages Control Commission, all related administrative license matters.

Prepares payroll warrants and updates payroll for the department. Maintains all attendance records for the Office.

Prepares general warrants and updates the account ledgers. Prepares and tracks accounts payable for the department. Reconciles accounts to the monthly budget reports from the Town Accountant. Update the accounts payable using the automated accounting database.

Record, track and deposit all receipts as required.

CURRENT

Process mail including receiving, sorting, time-stamping, logging, and distributing incoming and outgoing correspondence and packages.

Regular attendance and punctuality at the workplace is required.

Cross-trained to fill in for other department administrative staff as warranted.

Performs similar or related work as required, directed or as situation dictates.

**Recommended Minimum Qualifications:**

**Education, Training and Experience:**

High school education required, Bachelor's degree preferred; additional education or training in secretarial science or business administration preferred; and three years of experience in general clerical and administrative work; or any equivalent combination of education and experience. Proficiency in Microsoft Excel, Word, and MUNIS is highly desired.

**Knowledge, Ability and Skill:**

***Knowledge:*** Good working knowledge of office practices and procedures, forms, and equipment. Working knowledge of computer systems and common software packages. Familiarity with pertinent state and local laws relating to departmental operations preferred. Complete knowledge of the use of office and data processing equipment, business arithmetic, business English and spelling.

***Ability:*** Ability to prepare, type, and proofread correspondence and reports as to form and logic flow. Ability to deal with the public in a courteous and tactful manner. Aptitude and attention for details and accuracy.

***Skill:*** Superior secretarial, organizational and administrative skills. Expertise and skill in utilizing personal computers, word processing, database, financial and spreadsheet applications. Excellent customer service skills. Skill in all of the above listed tools and equipment.

**Physical Requirements:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Employee is frequently required to walk, stand, sit, talk, and hear; uses hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms as in physically picking up files, papers and other common office objects. Employee must occasionally lift and/or move objects weighing up to 15 pounds such as files, books, supplies, etc. Ability to view computer screens, financial spreadsheets and work with text or numerical

*Administrative Assistant to the Town Administrator's Office  
Town of Middleton, MA*

*4/22/2024*

*Page 3*

details for extended periods of time. Ability to operate a keyboard and calculator at an efficient speed. Ability to take notes at meetings at an efficient speed.

Vision - See in the normal visual range with or without correction.

Hearing - Hear in the normal audio range with or without correction.

*(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)*

**ADMINISTRATIVE SERVICES COORDINATOR  
TOWN ADMINISTRATOR'S OFFICE**



**Position Purpose:**

The Administrative Services Coordinator is responsible for the provision of a wide range of confidential and complex administrative and clerical support services in support of the Town Administrator's Office. The employee is required to perform all similar or related duties. Performs administrative, operational and research functions for the Town Administrator's Office. Responsibilities include, but are not limited to, greeting and directing visitors, administering license applications, accounts payable, administering payroll, following up on citizen issues and requests, research, occasional preparation of meeting minutes and board packages and preparation of reports and office correspondence. Performs all other related work as assigned.

**Supervision:**

*Supervision Scope:* Performs varied and responsible duties requiring a thorough knowledge of office operations and the exercise of judgment and initiative in completing tasks, particularly in situations not clearly defined by precedent or established procedures. Incumbent is called upon to handle a significant number of details, each varying from the other in substance and content, requiring incumbent to approach workload with flexibility.

*Supervision Received:* Under the general supervision of the Assistant Town Administrator, the employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction. The supervisor provides instruction for new or unusual assignments. Uncommon situations are referred to the supervisor for advice and further instructions. Supervisor reviews work to remain aware of progress, work methods, and technical accuracy. In many cases, the work is self-checking, for example, requiring accounts to balance before proceeding.

**Job Environment:**

Work is performed in an office environment. Majority of work is performed in a moderately noisy work environment, with constant interruptions.

Operates computers, printers, facsimile machine, copier, calculator, and other standard office equipment.

Makes frequent contact with the general public, other town employees and town boards; contacts are primarily in person, by telephone, and in writing and involve discussing routine and semi-complex information; contacts with the public require considerable patience and courtesy. The employee constantly interacts with co-workers, department heads, representatives of various regional, state or federal agencies and contractors or vendors doing business for the Town in order to explain or interpret department operating procedures or

guidelines and to plan or coordinate work. More than ordinary courtesy, tact, and diplomacy is required in response to complaints or to deal with uncooperative persons.

Has access to department-related confidential information including personnel and payroll information.

Errors could result in confusion, reduced levels of service, poor public relations, and possible legal ramifications.

**Essential Functions:**

*(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

Provide customer service by answering questions both in person, by telephone and written correspondence. forwards questions and/or concerns to the Town Administrator, Assistant Town Administrator, Select Board or other Town officials as applicable for review.

Attend to a variety of office administrative details such as ordering supplies, arranging for equipment repair, transmitting information and keeping reference materials up to date.

Compiles Annual Town Report and makes frequent updates to the Town website. Provides training to other Town departments on use of the website. Maintains homepage with regular content refreshes as appropriate. Utilizes information from Annual Report and Website to create a quarterly newsletter for residents about the ongoing activities and initiatives of the Town. Update the Town's Social Media accounts regularly.

Responsible for the administration of licenses under jurisdiction of Select Board, reviewing applications for completeness, scheduling and posting hearings, preparing approvals for appropriate signatures and issuing approved licenses; maintains records of all licenses issued by the Board; mails renewal reminders, receives fees and maintains accounting records.

Initiates, coordinates and finalizes preparation of all liquor licensing that falls under the jurisdiction of the Selectmen, reports to Alcoholic Beverage Control Commission and maintaining ABCC quotas; collects and processes parking fines.

Coordinates efforts to resolve worker's compensation and other claims; maintains files and prepares/submit reports as required.

Provides support to the HR functions of the Town Administrator's Office including scheduling interviews, drafting correspondence, serving on interview panels, and assisting with research on policy updates, labor relations, and use of best practices.

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Processes department bills along with the entering of data for payment of bills in accordance with Town guidelines. Processes all department deposits in accordance with Town guidelines.

Maintains a record of all town committees and committee members, tracks and prepares appointment renewals to be submitted to the Select Board for approval.

Process mail including receiving, sorting, time-stamping, logging, and distributing incoming and outgoing correspondence and packages.

Regular attendance and punctuality at the workplace is required.

Cross-trained to fill in for other department administrative staff as warranted.

Performs similar or related work as required, directed or as situation dictates.

**Recommended Minimum Qualifications:**

**Education, Training and Experience:**

A minimum of a Bachelor's Degree in political science, government, or public administration (or equivalent) is preferred, but not required; three to five (3-5) years of office experience; or an equivalent combination of education and experience. Municipal experience preferred. Proficiency in Microsoft Excel, Word, and MUNIS is highly desired.

**Knowledge, Ability and Skill:**

*Knowledge:* Good working knowledge of office practices and procedures, forms, and equipment. Familiarity with pertinent state and local laws relating to departmental operations preferred. Complete knowledge of the use of office and data processing equipment, business arithmetic, business English and spelling. Knowledge of technology including but not limited to office software (word processing and spread sheet applications) and the Internet in support of department operations. Knowledge of the State's ABCC regulations and licensing process.

*Ability:* Ability to work independently, and be self-motivated. Ability to establish and maintain effective working relationships with employees of the Town and to deal effectively with disgruntled members of the public; ability to maintain highly sensitive and confidential information. Ability to manage multiple tasks in detailed, timely and effective manner as well as to receive directions from a variety of sources. Ability to take initiative in responding to various requests for information or in response to a wide range of issues impacting the Town Administrator, Select Board and municipal services. Ability to prepare, type, and proofread correspondence and reports as to form and logic flow. Ability to deal with the public in a courteous and tactful manner. Aptitude and attention for details and accuracy.

*Skill:* Proficient customer service, written and oral communication skills; good judgment and integrity. Proficient technology and personal computer keyboarding skills. Effective organization and planning skills.

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Physical Requirements:

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Employee is frequently required to walk, stand, sit, talk, and hear; uses hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms as in physically picking up files, papers and other common office objects. Employee must occasionally lift and/or move objects weighing up to 15 pounds such as files, books, supplies, etc. Ability to view computer screens, financial spreadsheets and work with text or numerical details for extended periods of time. Ability to operate a keyboard and calculator at an efficient speed. Ability to take notes at meetings at an efficient speed.

Vision - See in the normal visual range with or without correction.

Hearing - Hear in the normal audio range with or without correction.

*(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)*

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