

MIDDLETON SELECT BOARD
MEETING AGENDA
FULLER MEADOW ELEMENTARY SCHOOL
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
TUESDAY, SEPTEMBER 2, 2025
5:00 PM

This meeting is being recorded

- 5:00 pm 1. Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares: Discussion of litigation relative to MBTA Communities Act (M.G.L. c. 40A, §3A)
- 5:15 pm 2. Hearing on Application of AM Market Inc. by Principals Adam R. Youssef and Maryam Abdalla, for a Transfer of Licenses for the Wine and Malt Package Store Off- Premises License; DBA Middleton Beer, Wine, Tobacco, and More, currently held by JRS Business LLC, 251 South Main Street Unit 1A, Middleton MA 01949.
- 5:25 pm 3. Business
- Warrant: 2604, 2605, FP68, FP69
 - Minutes: July 8, 2025 ES #1 and #2; August 5, 2025 OS; August 5, 2025 ES #1 and #2
 - Town Administrator Updates and Reports
 - Middleton Municipal Campus Update – Brian LaRoche – PCA
 - i. Change Order #8 and #9
 - ii. Context Amendments #21 and #22
- 5:45 pm 4. Continued Liquor License Violations Public Hearings
- i. 232 South Main St. – Vinumn – Walk-in Cooler and Mounted Sign
 - ii. 156 South Main St. – Richdale - Walk-in Cooler, Work without permit
- 5:50 pm 5. Introduction of new Middleton Firefighters – Chief LeColst
- 5:55 pm 6. Approve testimony for Joint Committee on Municipalities and Regional Government for Charter Home Rule Petition
- 6:00 pm 7. Public Comment (*to be held at 6pm for all Select Board meetings*)
- 6:05 pm 8. Appointments – Cultural Council (2 seats with 3 year terms): Paula Fee; Richard Gilman
- 6:10 pm 9. Appointments – Interim Veterans Service Officer (VSO): Kevin Welch
- 6:15 pm 10. Appointments – Police Department – Reserve Officer: David Arathuzik
- 6:20 pm 11. Police Department Building Disposition Draft RFP
- 6:25 pm 12. Surplus Town Properties: Status Update
- 6:30 pm 13. Review Water Use Mitigation Program (WUMP) Policy
- 6:35 pm 14. Updates and Announcements
- 6:40 pm 15. Jointly with the Planning Board: Appointment: Planning Board Alternate (1 seat, 1 year term): Robert Craig or Robert Pelligrini

Recess and move to café for 7 pm joint meeting, agenda continued on next page

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.

7:00 pm 16. 7:00 pm Joint Meeting with PB and ZBA re 35 Village Road

Upcoming Meetings

September 16
October 7 and 21

Regular Select Board Meeting
Regular Select Board Meeting

2

KALIKOW, KALIKOW & TRUAX

ATTORNEYS AT LAW

VINNIN SQUARE

530 LORING AVENUE, SUITE 101

SALEM, MASSACHUSETTS 01970

August 11, 2025

JOSEPH KALIKOW
(1936-1999)
ALAN M. KALIKOW
THOMAS T. TRUAX*

SWAMPSCOTT/SALEM LINE
TELEPHONE (978) 741-9000
FACSIMILE (978) 741-2020
E-MAIL kkt9000@cs.com

* ALSO ADMITTED IN NEW JERSEY

BY FEDEX

The Select Board
Middleton Town Hall
48 S. Main Street
Middleton, MA 01949

Re: Transfer application from JRS Business LLC dba Middleton Beer, Wine, Tobacco &
More, 251 S. Main Street to AM Market Inc

Dear Sir/Madam:

On behalf of our client, Shell Mart Boyer, enclosed please find the following:

1. Monetary Transmittal Forms and Payment Receipt;
2. DOR Certificate of Good Standing;
3. DUA Certificate of Compliance;
4. Application for a Transfer of License including Manager Application;
5. Corporate Vote;
6. Articles of Organization;
7. CORI Request Forms for Adam R. Youssef and Maryann Abdalla;
8. Asset Purchase Agreement;
9. US Passports for Adam R. Youssef and Maryann Abdalla;
10. Bank statements;
11. Lease;
12. Designation of Nominee.

Kindly process the same for hearing in the usual manner. Please note that I will be away from
September 23rd - October 2nd.

Thank you.

Very truly yours,

KALIKOW, KALIKOW & TRUAX
BY:

THOMAS T. TRUAX
TTT/pjt/ltr
Enclosures



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM
APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 90155-PK-0704

ENTITY/ LICENSEE NAME AM Market Inc

ADDRESS 251 South Main Street

CITY/TOWN Middleton

STATE MA

ZIP CODE 01949

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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

Your Information

Payment

Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



License Non Filing Fee

90155-PK-0704

Description	Amount	Amount
FILING FEES-RETAIL	90155-PK-0704	\$200.00
		\$200.00

Total Convenience Fee: \$5.18

Date Paid: 6/27/2025 10:24:32 AM EDT

Total Amount Paid: \$205.18

Payment On Behalf Of

License Number or Business Name:
90155-PK-0704

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Yasser

Last Name:
Messak

Address:

City:
Tewksbury

State:
MA

Zip Code:
01876

Email Address:
yasseryoussef12344@gmail.com

Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development



Certificate of Compliance

Date: July 9, 2025

Letter ID: L0007345359

Employer ID (FEIN): XX-XXX6862

JRS BUSINESS LLC
251 S MAIN ST UNIT 1A
MIDDLETON MA 01949-2444

Certificate ID: L0007345359

FEIN: 87-2446862

The Department of Unemployment Assistance certifies that as of 08-Jul-2025, JRS BUSINESS LLC does not currently have any unemployment or wage reporting obligations. By obtaining this certificate, JRS BUSINESS LLC acknowledges they are required to notify the agency if they meet the subjectivity requirements for unemployment insurance outlined in Massachusetts General Laws, Chapter 151A, Section 8 and/or the wage reporting requirements outlined in Massachusetts General Laws, Chapter 62 E, Section 2.

This certificate expires on 07-Aug-2025 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@mass.gov
Call us: (617) 626-5750



Commonwealth of Massachusetts
 Department of Public Health
 725 North Street
 Boston, MA 02115

Letter ID: 10647801504
 Notice ID: Date 26, 2020
 Case ID: 130012010793

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

08 SEP 09 06 55 LHA
25 USMARBSTCNL A
MIDDELTOWN MD 09025741

Why did I receive this notice?

The Commissioner of Revenue certifies that as of the date of this certificate, JRS BUSINESS, LLC is in compliance with its tax obligations under chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

Middleton

1. TRANSACTION INFORMATION

☒ Transfer of License

☐ Alteration of Premises

☐ Change of Location

☐ Management/Operating Agreement

☐ Pledge of Inventory

☐ Pledge of License

☐ Pledge of Stock

☐ Other

☐ Change of Class

☐ Change of Category

☐ Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant")

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

Sale of substantially all assets of the current licensee, including transfer of Section 15 package store wines and malt beverages license.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

Off-Premises

§15 Package Store

Wine and Malt Beverages

Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number 90155-PK-0704

FEIN

Entity Name

AM Market Inc

DBA

MiddletonBeer,Wine,Tobacco&
more

Manager of Record

Adam Y. Youssef

Street Address

251 South Main Street, Middleton, MA 01949

Phone

978-304-1084

Email

yasseryoussef12344@gmail.com

Add'l Phone

978-587-6914

Website

N/A

4. DESCRIPTION OF PREMISES

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

The premises to be licensed is located on the ground floor of a mini plaza containing 1,104 sf with 1 entrance into the front and 1 exit on the left side.

Total Sq. Footage

1,104

Seating Capacity

N/A

Occupancy Number

N/A

Number of Entrances

1

Number of Exits

1

Number of Floors

1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	JRS Business LLC	By what means is the license being transferred?	Purchase
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List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Jittom Kumar	Manager	33 1/3%
Ranjan Sarker	Manager	33 1/3%
Sukantho Halder	Manager	33 1/3%

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Adam R. Youssef	Tewksbury, MA 01876		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
President, Director	50%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Maryam Abdalla	Tewksbury, MA 01876		
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Treasurer, Secretary, Director	50%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

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

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

APPLICATION FOR A TRANSFER OF LICENSE

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

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

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

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

Additional pages attached?

☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Adam R. Youssef	\$15 Seasonal	JMY Corporation	Gloucester

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? ☐ Yes ☒ No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☒ No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$0.00
B. Purchase Price for Business Assets	\$80,000.00
C. Other* (Please specify)	\$0.00
D. Total Cost	\$80,000.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Adam R. Youssef fka Yasser Reda Farag Youssef	\$80,000.00
Total:	\$80,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

Adam R. Youssef is contributing \$80,000.00 from his TD Bank account.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
2018	Present	Owner	B and J Market, Inc, Lawrence	Self
2016	2017	Cashier	Richdale, Wenham	Albert Abdelmalak
2015	2016	Cashier	7-Eleven, Gloucester	I don't recall

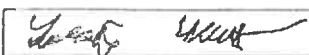
D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature



Date

8/9/2025

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

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

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

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

Name	License Type	License Name	Municipality

APPLICANT'S STATEMENT

I, Adam R. Youssef the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of AM Market Inc
Name of the Entity/Corporation

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

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

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

Signature:

Adam R. Youssef

Date:

8/9/2025

Title:

President

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Minimum Filing Fee:
\$250.00

Identification Number: 001897583 (number will be assigned)

ARTICLE I

The exact name of the corporation is:

AM MARKET INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Specify if you want a more limited purpose:

ARTICLE III

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

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	10,000	\$0	1,000

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

NOT APPLICABLE.

ARTICLE V

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

ANY STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER SUCH STOCK OWNED BY HIM OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS IN THE FOLLOWING MANNER:

HE SHALL NOTIFY THE DIRECTOR OF HIS DESIRE TO SELL OR TRANSFER BY NOTICE IN WHICH NOTICE SHALL CONTAIN THE PRICE AT WHICH HE IS WILLING TO SELL OR TRANSFER AND THE NAME OF ONE ARBITRATOR. THE DIRECTORS SHALL, WITHIN THIRTY DAYS THEREAFTER EITHER ACCEPT THE OFFER, OR BY NOTICE TO HIM IN WRITING, NAME A SECOND ARBITRATOR, AND THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APPEAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE ABSENCE OF SUCH ARBITRATOR.

AFTER THE ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS SHALL HAVE SIXTY (60) DAYS WITHIN WHICH TO PURCHASE THE SAME, AT SUCH VALUATION, BUT IF AT THE EXPIRATION OF SIXTY (60) DAYS, THE CORPORATION SHALL NOT HAVE EXERCISED THE RIGHT SO TO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE MAY SEE FIT.

NO SHARES OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH, BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTANCE WAIVE THE REQUIREMENTS.

ARTICLE VI

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

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Agent name: ADAM R. YOUSEFF

Number and street: 251 SOUTH MAIN STREET

Address 2:

City or town: MIDDLETON

State: MA

Zip code: 01949

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

	Individual Name	Address
PRESIDENT	ADAM R. YOUSSEF	TEWKSBURY, MA 01876 USA
TREASURER	MARYAM ABDALLA	TEWKSBURY, MA 01876 USA
SECRETARY	MARYAM ABDALLA	TEWKSBURY, MA 01876 USA
DIRECTOR	ADAM R. YOUSSEF	TEWKSBURY, MA 01876 USA

DIRECTOR	MARYAM ABDALLA	TEWKSBURY, MA	01876 USA
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d. The fiscal year end (i.e., tax year) of the corporation:

December 31

e. A brief description of the type of business in which the corporation intends to engage:

PACKAGE AND CONVENIENCE STORE.

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

Number and street:

Address 2:

City or town: TEWKSBURY State: MA Zip code: 01876

Country: UNITED STATES

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street:

Address 2:

City or town: TEWKSBURY State: MA Zip code: 01876

Country: UNITED STATES

Which is:

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

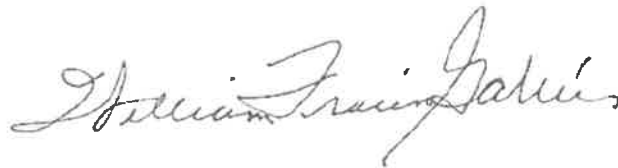
Signed this 25 Day of June, 2025 at 12:06 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

ADAM R. YOUSSEF

THE COMMONWEALTH OF MASSACHUSETTS

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

June 25, 2025 12:29 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	90155PK0704	LICENSEE NAME:	AM Market Inc	CITY/TOWN:	Middleton
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APPLICANT INFORMATION

LAST NAME:	Youssef	FIRST NAME:	Adam	MIDDLE NAME:	Reda Farag			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Yasser Reda Farag Youssef	PLACE OF BIRTH:	Egypt					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A			
MOTHER'S MAIDEN NAME:	Mossed	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	5	WEIGHT:	180	EYE COLOR:	Brown
CURRENT ADDRESS:								
CITY/TOWN:	Tewksbury	STATE:	MA	ZIP:	01876			
FORMER ADDRESS:								
CITY/TOWN:	Gloucester	STATE:	MA	ZIP:	01930			

PRINT AND SIGN

PRINTED NAME:	Adam R. Youssef	APPLICANT/EMPLOYEE SIGNATURE:	<i>Adam R. Youssef</i>
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NOTARY INFORMATION

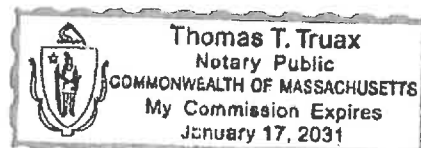
On this August 9, 2015 before me, the undersigned notary public, personally appeared Adam R. Youssef
(name of document signer), proved to me through satisfactory evidence of identification, which were properly provided
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for
its stated purpose.

[Signature]
NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide an applicant the opportunity to include this information to ensure the accuracy of the CORI request process. All DCJ request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.





JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	90155PK0704	LICENSEE NAME:	AM Market Inc	CITY/TOWN:	Middleton
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APPLICANT INFORMATION

LAST NAME:	Abdalla	FIRST NAME:	Maryam	MIDDLE NAME:	Azer
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Abdalla	PLACE OF BIRTH:	Egypt		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A
MOTHER'S MAIDEN NAME:	Elia	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	5	WEIGHT:	146
			5	EYE COLOR:	Brown
CURRENT ADDRESS:					
CITY/TOWN:	Tewksbury	STATE:	MA	ZIP:	01876
FORMER ADDRESS:	JE				
CITY/TOWN:	Gloucester	STATE:	MA	ZIP:	01930

PRINT AND SIGN

PRINTED NAME:	Maryam Abdalla	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

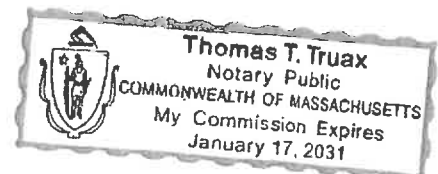
On this August 9, 2025 before me, the undersigned notary public, personally appeared Maryam Abdalla
(name of document signer), proved to me through satisfactory evidence of identification, which were Massachusetts license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCJ Identity Theft Index (PIN) Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4634.



ASSET PURCHASE AGREEMENT

AGREEMENT made this 14 day of June, 2025, by and between JRS Business LLC, a Massachusetts limited liability company, hereinafter referred to as SELLER, and Adam Youssef and Maryam Abdalla of 1022 South Street, Tewksbury, Massachusetts 01876 or their corporate or LLC nominee, hereinafter referred to as BUYER.

WHEREAS, the SELLER is the owner of a convenience and package store business known as the Middleton Beer, Wine, Tobacco & More located at 251 South Main Street, Middleton Massachusetts, (the "Business"); and

WHEREAS, SELLER desires to sell to the BUYER and the BUYER desires to purchase from the SELLER, the Business upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other valuable consideration by each of the parties hereto to the other paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties have agreed and by these presents do hereby agree as follows:

1. SALE OF CERTAIN ASSETS. The SELLER agrees to sell and the BUYER agrees to buy the following, hereinafter collectively referred to as the "Assets".

(a) PERSONAL PROPERTY. All personal property now owned by the SELLER, and used or usable in connection with the Business, including without limiting the generality of the foregoing, all furniture, fixtures and equipment, more particularly described in Exhibit A attached hereto ("Personal Property").

(b) LICENSES. All transferable licenses and permits issued to the SELLER including annual package store wines and malt beverages license, ABCC No. 90155-PK-0704.

(c) Goodwill including the right to the use of the name "Middleton Beer, Wine, Tobacco & More" or any variant thereof.

(d) Any rights SELLER may have in the telephone number(s) and websites/domain names of the Business.

(e) INVENTORY. Inventory of the Business.

(f) Social media including websites, domain names and Facebook, including

passwords.

The Assets shall be transferred by a general Bill of Sale of the SELLER conveying free from all claims, liens and encumbrances, all of the assets to be sold pursuant to the terms hereof. The BUYER shall not assume any liability of the SELLER, including any current contracts between SELLER and vendors, unless expressly set forth herein.

2. EXCLUSIONS. (a) The following items of personal property are excluded from this sale: cash, accounts receivable, corporate records, minute books, income or corporate excise tax returns relating thereto, bank records, monthly or annual accounting reports or accounts payable vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals and other similar books and records, for any period or periods prior to the closing date.

3. PURCHASE PRICE. (a) For the said Bill of Sale, conveyance and transfer, the BUYER shall pay the total sum of Eighty Thousand (\$80,000.00) Dollars as follows: (i) Five Thousand and 00/100 (\$5,000.00) Dollars as a deposit upon the execution of this Agreement, (ii) the balance of Seventy-Five Thousand (\$75,000.00) Dollars by certified, bank, or treasurer's check, IOLTA conveyancing account check or wire at the time of closing. .

(b) ADDITION TO PURCHASE PRICE. Immediately prior to the closing, the parties agree to take an inventory of the goods/products located at the Business premises. The parties shall share equally the costs associated with the taking of a professional inventory service. The parties shall mutually agree upon the identity of the person or entity who or which shall conduct such inventory. The value of the inventory shall be calculated by determining the SELLER's retail price of such inventory less 35%. SELLER'S retail prices shall remain substantially unchanged from the date of this Agreement to the closing date. The BUYER shall have the right to refuse inventory that is expired, damaged, out of code or not generally sold in a package or convenience store. The inventory value so calculated shall also be paid as follows: Ten Thousand (\$10,000.00) Dollars by a certified, bank or treasurer's check at the time of closing and the balance within six (6) weeks after the closing.

(c) OTHER ADJUSTMENTS. Pro rata adjustments shall be made at the time of the closing for all prepaid items including rent, prepaid rent and security

deposits, if any license fees, personal property taxes and all prepaid contracts, if any.

(d) Ten Thousand (\$10,000.00) Dollars of the SELLER's net sales proceeds shall be held in escrow by Thomas T. Truax, Esquire for thirty (30) days following the closing to ensure that all alcohol distributors are paid. The SELLER hereby authorizes Attorney Truax to disburse from this escrow all sums required to pay any outstanding debts to said distributors. Upon the expiration of the said thirty (30) day period, Attorney Truax is hereby authorized to return any unused sales proceeds to the SELLER.

4. REPRESENTATIONS AND COVENANTS OF SELLER. The SELLER warrants, represents and covenants the following:

(a) The SELLER is the owner of and has good and marketable title to the Assets.

(b) The SELLER has complied with all laws, rules and regulations of the city, state and federal governments.

(c) The SELLER has not entered into any contract to sell or mortgage this Business or any portion thereof.

(d) SELLER is not in default with respect to any order, writ, injunction, decree or demand of any court or federal, state, municipal or other governmental agency, commission or instrumentality; there is no litigation, proceeding or governmental investigation pending or threatened against or relating to SELLER or its properties, business or the transactions contemplated by this Agreement or their employees in reference to actions taken by them in such capacities; nor is there any basis known to SELLER for any such litigation, proceeding or investigation.

(e) The Bill of Sale and instruments of assignment to be delivered at the closing will transfer to the BUYER all the personal property, equipment, fixtures furnishings appliances, inventory, licenses, permits, rights to the telephone number and goodwill used by SELLER in the conduct of the Business as hereinbefore described.

(f) The Bill of Sale will state that this conveyance and transfer is free from all encumbrances and will contain the usual warranties of title.

(g) No judgments, postings, liens, or debts, of any kind or nature, will be outstanding at the closing against the SELLER or against the Business. SELLER shall provide BUYER with a complete list of its beer and wine suppliers, including account

numbers, at least five (5) days prior to the closing.

(h) As of the closing date, all of the Personal Property will be in good operating condition and the Business premises will be in substantially the same condition it is now, reasonable wear and tear and usual customary business variation excepted. The BUYER reserves the right to inspect the Personal Property and Business premises within 24 hours of the time of closing to ensure compliance herewith.

(i) The SELLER has all licenses and permits necessary for the operation of said Business and said licenses and permits will be in good standing at the time of closing.

(j) Neither this Agreement, nor any other document, certificate or statement furnished to BUYER by or on behalf of SELLER in connection with the transaction contemplated hereby contains any untrue statement of a material fact or omits to state a material factor necessary in order to make the statements contained herein not misleading.

(k) Up until the closing date, the Business shall be conducted as it has in the past and inventory levels and current operating hours maintained.

5. CLOSING DATE. The closing date for this Agreement and completion of transfers hereunder, shall be within ten (10) days after all licenses and permits have been approved and obtained, and shall take place at the office of the BUYER'S attorney unless some other date and place is mutually agreed upon by all parties hereto. In any event, the closing date shall be no later than 120 days from the date of this Agreement. Provided, however, in the event that said wines and malt beverages license has not been transferred but the transfer has been approved by the Beverly Licensing Board and is merely awaiting ABCC approval, then the closing date may be extended for a period of up to 30 days. It is agreed that time is of the essence of this Agreement.

6. INSURANCE. The assets shall be adequately insured by SELLER against fire and loss due to other casualty prior to the closing date as herein provided and a valid policy shall be duly in force.

7. RISK OF LOSS. The SELLER assumes all risks of destruction, loss or damage due to fire or other casualty up to the date of closing and in the event that any such loss occurs prior to the closing, the BUYER shall have the right to terminate this Agreement by written notice to the SELLER and all payments made hereunder shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall

be void and without recourse to the parties hereto.

8. ACCEPTANCE OF BILL OF SALE. Except as herein otherwise provided, the acceptance of the Bill of Sale by the BUYER or his nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

9. SURVIVAL OF REPRESENTATION. All representations, warranties, and agreements made by the SELLER in both this Agreement or pursuant hereto, except as otherwise expressly stated, shall survive the closing for a period of six (6) months.

10. POSSESSION OF BUSINESS PREMISES. Full possession of the Business premises, free of all tenants and occupants and all personal property, except as herein provided, is to be delivered on the Closing Date.

11. EXTENSION OF TIME. If the SELLER shall be unable to give title or to make conveyance or to deliver possession of the Business premises and the Assets, all as herein stipulated or if at the time of the delivery of the Bills of Sale as said time may have been extended as provided herein, the Business premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereto to BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days or to the final day of the Buyer's commitment, whichever is sooner. If at the expiration of the extended time the SELLER shall have failed so to remove any defect in title, deliver possession, to make the Business premises and Assets conform, as the case may be, all as herein agreed, then at the BUYER's option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. The BUYER shall have the election at either the original or any extended time for performance to take such title as the SELLER can deliver to the said Premises and Assets in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title. Any other extensions of this Agreement shall be in writing signed by both parties hereto. The SELLER shall not

be obligated to expend more than \$2,000.00 to comply with the provisions of this paragraph.

12. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable the SELLER to make conveyance as herein provided, the SELLER may at the time of the delivery of the Bill of Sale and other instruments of transfer, use the purchase money or any portion thereof to clear title of any or all encumbrances; PROVIDED, that all instruments so procured are recorded simultaneously with the delivery of the Bill of Sale or in the case of institutional lenders, reasonably thereafter in accordance with customary conveyancing practices.

13.(a) SELLER'S INDEMNITY. The SELLER, Ranjan Sarker, Sukantho Halder and Jittom Kumar agree to indemnify, defend and save harmless the BUYER against any loss, costs and expenses, including reasonable attorney's fees, which the BUYER may incur or sustain by reason of any claims and/or litigation made against the BUYER for any obligation incurred by the SELLER up to the time of closing, as a result of which the BUYER may become or becomes liable. The SELLER shall be given reasonable opportunity to settle or litigate said liability claim against the BUYER so long as within thirty days of notification by BUYER of such a claim against him, SELLER shall pay the claim or obligation or commence defense against said claim or obligation at SELLER'S sole cost and expense which shall include attorney's fees and costs. The SELLER represents to the BUYER that there are no creditors of the Business, and if there are any, the SELLER shall immediately pay all creditors in full for bills incurred up to the date of closing. Under no circumstance is BUYER, under and pursuant to this Agreement, responsible for any of SELLER'S debt on assets which are being sold to BUYER under and pursuant to this Agreement. SELLER and BUYER expressly state herein that BUYER is not assuming any of SELLER'S debt, of any kind or nature, on the assets which are being sold under and pursuant to this Agreement or otherwise. The terms of the within paragraph shall expressly survive the closing without any time limitation.

(b) BUYER'S INDEMNITY. The BUYER agrees to indemnify and save harmless the SELLER against any loss, costs and expenses, including reasonable attorney's fees, which the SELLER may incur or sustain by reason of any claims made against the SELLER for any obligation incurred by the BUYER subsequent to the time of closing as a result of which the SELLER becomes liable. The BUYER shall be given reasonable opportunity to

settle or litigate said liability claim against the SELLER so long as within thirty days of written notification by SELLER of such a claim against him, BUYER shall pay the claim or obligation or commence defense against said claim or obligation. The terms of the within paragraph shall expressly survive the closing without any time limitation.

14. CONDITIONS OF SALE. The closing contemplated by this Agreement is specifically contingent upon the following:

(a) The BUYER obtaining all licenses and permits issued to by the Town of Middleton and Commonwealth of Massachusetts necessary to conduct the same business as is presently being conducted at the Business premises. This includes obtaining the approvals of all state and local authorities, including without limitation, Massachusetts State Lottery Commission, local licensing agency and ABCC. BUYER shall assume and pay all costs associated therewith. BUYER shall diligently pursue its Application for Transfer of License with the Licensing Board. SELLER shall provide BUYER with a Certificate of Good Standing from the Department of Revenue and a Certificate of Compliance from the Department of Unemployment Assistance within 20 days from the date of execution of this Agreement.

(b) The BUYER, within thirty (30) days after the date of this Agreement, obtaining a new written lease with terms and conditions satisfactory to the BUYER or if the current lease is satisfactory to the BUYER, a satisfactory written assignment of lease with the landlord's written consent thereto. In any event, the SELLER and any guarantor shall be released from any further liability or obligation under said current Lease.

If any of these conditions are not satisfied, then at the option of either the BUYER or the SELLER, this Agreement may be terminated, whereupon any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

15. CLOSING DOCUMENTS.

At the closing and as a condition precedent to the payment of the purchase price provided for in Section 3 of the Agreement the Seller shall deliver to the Buyer the following documents:

(a) A Bill of Sale conveying good and clear title to the Assets with the usual warranties of title in accordance with this agreement, free from all encumbrances.

(b) Certificate of Good Standing issued by the Massachusetts Secretary of the Commonwealth dated no earlier than 30 days prior to the closing date.

(c) A Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 30 days prior to the closing date.

(d) A vote of all the membership interests of the SELLER entitled to vote authorizing the sale of the Business to the BUYER.

(e) Any other documents reasonably required by the BUYER's counsel in order to effectuate the transfer contemplated herein.

16. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives, provided that neither party shall assign any of its right hereunder without the prior written consent of the other.

17. ENTIRE AGREEMENT; MODIFICATION. This Agreement is to take effect as a sealed instrument and sets forth the entire agreement between the parties relative to the subject matters hereof and may be cancelled or modified only by a written instrument executed by the parties. No prior or contemporaneous oral agreements shall contradict or vary any provision contained herein. This is an integrated Agreement relative to the subject matter to which Agreement is made herein.

18. MASSACHUSETTS CONTRACT. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument.

19. EXPENSES. Except where provided otherwise, all expenses of each party hereto, including without limitation, fees and expenses of their legal counsel, accounts and employees, or other representatives, incurred in connection with the negotiation and performance of this Agreement shall be borne and paid by such party.

20. SUBSEQUENT DOCUMENTS. All parties hereto agree, from time to time, after closing, to execute, acknowledge and deliver such other instruments as it may reasonably be required by any party to this Agreement in order to give full effect to any of the provisions hereof, as the same may have been modified to the date of closing.

21. BROKERS. The BUYER and the SELLER represent and warrant to each other that neither party has contacted any broker in connection with this transaction. The BUYER agrees to indemnify the SELLER against, and to hold it harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against it as a result of the BUYER contacting any other broker in connection with this transaction. The SELLER agrees to indemnify the BUYER against, and to hold the BUYER harmless from, any claim, loss, damage, cost or liability for any brokerage commission or fee which may be assessed against the BUYER as a result of the SELLER contacting any other broker in connection with this transaction.

22. COUNTERPARTS. This Agreement may be executed simultaneously in three (3) counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

23. CORONAVIRUS. The time for performance may be extended by either party by written notice for an Excused Delay which material affects the party's ability to close. As used herein as Excused Delay means a delay caused by an Act of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine, war, acts of terrorism, and/or order of government or civil, or military authorities. Notwithstanding the foregoing, said extension shall not exceed sixty (30) days.

24. DEPOSITS. All deposits made hereunder shall be held in escrow by Thomas T. Truax, Esquire, as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions mutually given by the SELLER and the BUYER, or by final order of a Court of competent jurisdiction.

25. BUYER'S DEFAULT - DAMAGES. In the event the BUYER shall fail to purchase the Business and Assets under the terms hereof, and the SELLER is not in default under this Agreement, then, in that event, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages for said non-performance, in lieu of any other remedies which the SELLER may have at law or in equity.

26. NOTICES. Unless otherwise provided herein, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if faxed, emailed, hand-delivered or mailed by certified mail, return receipt requested or by recognized overnight courier to: Middleton Beer, Wine, Tobacco & More, 251 South Main Street, Middleton, Massachusetts 01949, fax: _____, email: _____, if to SELLER, and Thomas T. Truax, Esquire, 530 Loring Avenue, Suite 101, Salem, Massachusetts 01970, fax (978) 741-2020, tttruax@comcast.net if to BUYER.

27. NON-COMPETITION. The SELLER, Ranjan Sarker, Sukantho Halder and Jittom Kumar shall execute at closing a Non-Competition Agreement whereby they agree not to directly or indirectly own, operate, participate in or engage in a substantially similar business within a radius of five (5) miles from the Business premises for a period of five (5) years.


IN WITNESS WHEREOF, the parties have placed their hands and seals on the day and year first above written.

WITNESS:


SELLER:
JRS Business LLC

By:  06/14/2025
Ranjan Sarker, Manager

WITNESS:

By:  06-14-2025
Sukantho Halder, Manager

WITNESS:

By:  06-14-2025
Jittom Kumar, Manager

WITNESS:

BUYER:

Yasser Youssef 6/14/25
Yasser Youssef

WITNESS:

BUYER:

Maryam Abdalla 6/14/25
Maryam Abdalla



A085894370USA8607036M3211289109226691<268972



Petition for Name Change
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form N-662



Name of Court
United States District Court, District of Massachusetts

A-063785127

Information About You (Petitioner)

As part of the naturalization process, you have the opportunity to legally change your name. Please complete Item Number lines 1 - 8.
(Type or print clearly.)

1. Full and Correct Name (Current Name)
Given Name (First Name) Middle Name Family Name (Last Name)
YASSER REDA FARAG YOUSSEF
2. Mailing Address
Street Number and Name City or Town State ZIP Code
TEWKSBURY MA 01876-2322
3. Country of Citizenship or Nationality Egypt
4. Date of Birth (mm/dd/yyyy)
5. Alien Registration Number (A-Number)
6. ☒ I certify that I am not seeking a change of name for any unlawful purpose such as the avoidance of debt or evasion of law enforcement.
7. I petition the court to change my name to:
First Name Middle Name Last Name
ADAM R YOUSSEF
8. Signature and Date
Signature of Petitioner (Use your current name) [Signature] Date (mm/dd/yyyy)
07/23/2022

Certification of Name Change

I certify that the above petition was granted by the court on this date, 8/24/2022
(mm/dd/yyyy)

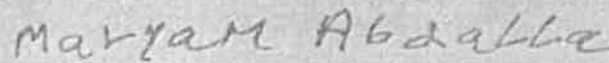
Signature of Clerk

ROBERT M. FARRELL

Signature of Deputy Clerk

Important Information

Your copy of this petition, along with your Certificate of Naturalization, which you will receive upon taking the oath of allegiance, will verify that you elected to change your name. Your Certificate of Naturalization bears your new name as changed per order of the court.



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

THE UNITED STATES OF AMERICA

ABDALLA

MARYAM AZAR SALIB

UNITED STATES OF AMERICA

F

EGYPT

29 NOV 2022

28 NOV 2032

UNITED STATES DEPARTMENT OF STATE

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**Bank**

America's Most Convenient Bank®



E STATEMENT OF ACCOUNT

YASSER REDA FARA YOUSSEF

TEWKSBURY MA 01876-2322

Page:

1 of 4

Statement Period:

Jan 01 2025-Mar 31 2025

Cust Ref #:

Primary Account #:

TD Signature Savings

YASSER REDA FARA YOUSSEF

Account #

ACCOUNT SUMMARY

Beginning Balance	140,372.27	Interest Earned This Period	1,517.57
Deposits	43,318.83	Interest Paid Year-to-Date	1,517.57
Electronic Deposits	5,000.00	Annual Percentage Yield Earned	3.57%
Other Credits	1,517.57	Days in Period	90
Electronic Payments	7,000.00		
Ending Balance	183,208.67		

DAILY ACCOUNT ACTIVITY**Deposits**

POSTING DATE	DESCRIPTION	AMOUNT
01/03	DEPOSIT	5,205.18
01/13	DEPOSIT	1,312.50
01/13	DEPOSIT	33,880.42
01/21	MOBILE DEPOSIT	205.19
01/27	MOBILE DEPOSIT	205.18
02/10	MOBILE DEPOSIT	205.18
02/10	DEPOSIT	2,100.00
02/24	MOBILE DEPOSIT	205.18
	Subtotal:	43,318.83

Electronic Deposits

POSTING DATE	DESCRIPTION	AMOUNT
03/17	eTransfer Credit, Online Xfer Transfer from CK [REDACTED]	5,000.00
	Subtotal:	5,000.00

Other Credits

POSTING DATE	DESCRIPTION	AMOUNT
01/31	INTEREST PAID	515.91
02/28	INTEREST PAID	473.94
03/31	INTEREST PAID	527.72
	Subtotal:	1,517.57

1-800-247-7060 for

Fast by Phone Service or connect to www.td.com

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2 of 4

Ending Balance	183,208.67
----------------	------------

- Total Deposits +

Sub Total 200.00

- Total Withdrawals: _____

Adjusted Balance [illegible]

FOR CONSUMER USE ON ACCOUNTS ONLY BILLING PROFILE SUMMARY

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

- You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full.

To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section or the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.

REFERENCES

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.



Bank

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

YASSER REDA FARA YOUSSEF

Page:

3 of 4

Statement Period:

Jan 01 2025-Mar 31 2025

Cust Ref #:

Primary Account #:

STATEMENT OF ACCOUNT ACTIVITY

Electronic Payments

PAYEE NAME: UPS-CORP

02/04 eTransfer Debit, Online Xfer
Transfer to CH [REDACTED]

7,000.00

Subtotal:

7,000.00

Please see important information on the back page

Call 1-800-747-0000 for more information. Phone service or connect to www.td.com

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Bank

America's Most Convenient Bank®

Page 4 of 4

YASSER REDA FARA YOUSSEF

Page: 4 of 4
Statement Period: Jan 01 2025-Mar 31 2025
Cust Ref #: 8373677770-014-E-0
Primary Account #:

We're committed to keeping you informed when it comes to your banking and want you to know about upcoming changes to your TD Bank Personal or Business Deposit Account Agreement.

TD Bank's Funds Availability Policy will be changing by July 1, 2025.

When you deposit a check, we'll continue to make \$100 available immediately and, typically, make the remaining funds available by the end of the first business day after we receive your deposit. **However, if a hold is placed on a check deposit, by July 1, you'll have access to more funds as follows:**

- **Today:** If a hold is applied, an additional \$125 is available by the end of the first business day after we receive your deposit.
- **By July 1:** We'll increase the amount available to \$175. This means, the first \$275 of your deposit will be available by the end of the first business day after we receive your deposit.

We'll also make more of your funds available for larger deposits:

- **Today:** Typically, we make the first \$5,525 of a day's total deposits available by the end of the first business day after we receive your deposit. Please see the TD Bank Personal or Business Deposit Account Agreement for details.
- **By July 1:** We'll increase that amount to \$6,725.

Questions?

Visit any TD Bank or call us at 1-888-751-9000. We're glad to help.

COMMERCIAL LEASE AGREEMENT

dated as of

08/01/2025

by and between

MA KALI REALTY TRUST
("Landlord")

and

AM Market Inc and
Yasser Youssef and Maryam Abdalla signing personally
(each individually a "Tenant", collectively as "Tenants")

A handwritten signature in black ink, appearing to read "D. K. H.", is located in the bottom right corner of the document.

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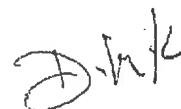
D.H/K

ARTICLE I – Reference Data

1.1 Subjects and Defined Terms Referred To

Each reference in this Commercial Lease Agreement (hereinafter referred to as the “Lease”) to any of the following defined terms shall be constructed to incorporate the data or definition stated for that defined term in this Section 1.1.

Effective Date:	August 1 st , 2025 or the first day ownership/licensing is transferred over to the new Tenants from the old Tenants at the Premises.
Leased Premises:	251 South Main Street Unit #A Middleton, MA. 01949
Landlord:	MA KALI Realty Trust
Original Address of Landlord:	Middleton, MA. 01949
Tenants:	(i) Yasser Youssef and (ii) Maryam Abdala d/b/a Middleton Beer and Wine, and AM Market Inc
Original Address of Tenants:	(i) Gloucester, MA. 01930 (ii) Tewksbury, MA. 01876
Original Term:	August 1 st , 2025 – July 31 st , 2030
Base Annual Rent:	Year One Base Annual Rent = \$40,800.00 Monthly payments of \$3,400.00 (hereinafter equal to the “ <u>First Month’s Rent</u> ”). Year Two Base Annual Rent = \$41,700.00 Monthly payments of \$3,475.00 Year Three Base Annual Rent = \$42,600.00 Monthly payments of \$3,550.00 Year Four Base Annual Rent = \$43,500.00 Monthly payments of \$3,625.00 Year Five Base Annual Rent = \$44,400.00



Monthly payments of \$3,700.00 (hereinafter equal to the "Last Month's Rent")

Security Deposit: Equal to Last Month's Rent. Security Deposit shall be returned to Tenant at the end of the Original Term.

Initial Payment: First Month's Rent (w/ garbage fee) plus Security Deposit (w/ garbage fee) plus Last Month's Rent (w/ garbage fee) for a total of \$11,217.00 will be due at signing of the Lease or the first day licensing/ownership is transferred over from the old Tenants..

Permitted Use: Beer, Wine, Lottery, Cigarettes, E-Cigarettes, Cigar Tobacco, Grocery and Milk Retail Store but cannot sell deli meats/sandwiches or coffee.

Common Area: Building corridor, stairs, roof accessway and equipment room.

Event of Default: Has meaning set forth in Section 7.1.A.

Indemnified Landlord Parties: Means Landlord and its directors, officers, shareholders, trustees, beneficial owners, partners and members, any directors, officers, shareholders, trustees, beneficial owners, partners, members of any shareholders, and all employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assigns of any of the foregoing, including, but not limited to, any successors by merger, consolidation or acquisition of all or a substantial portion of the assets and business of Landlord, as applicable.


Losses: Means any and all, but not limited to, claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, brokerage costs, repossession costs, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement and damages of whatever kind or nature (including, without limitation, attorneys' fees, court costs and other costs of defense regardless of



whether or not legal proceedings are actually commenced).

Public Liability Insurance Limits:

\$1,000,000.00 combined single limit. Landlord must be included in the insurance coverage as the second name in the policy. Copy must be given to the Landlord.

A handwritten signature in black ink, appearing to be "J. H. K.", is written below the text.

ARTICLE II – Leased Premises and Term

THIS COMMERCIAL LEASE AGREEMENT is made and entered into as of the Occupancy Commencement Date by and between Landlord and Tenant.

WHEREAS, Landlord owns fee title to Leased Premises and wishes to lease the Leased Premises; and

WHEREAS, Tenant desires to lease the Leased Premises on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration for the mutual covenants herein contained, and other valuable consideration, the parties agree as follows:

2.1 Leased Premises

Subject to the terms of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Leased Premises.

2.2 Appurtenances

In addition to the Lease of the Leased Premises, the Landlord grants to the Tenant the right to use the following appurtenances in common with the Landlord.

2.2.1 Driveways and Parking Areas

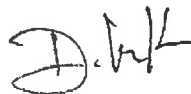
The Tenant may use the driveways and parking areas provided that the Tenant's use of said driveways and parking areas is limited to the passage and parking of motor vehicles of the Tenant's employees, customers and tradesman for normal access to the Tenant's facilities.

2.2.2 Building Accessways

The Tenant may use the Common Area provided that such use is limited to the passage of Tenant's employees, customers and tradesmen for normal access to Tenant's facilities and equipment.

2.3 Signage

Tenant will not place or suffer to be placed or maintain on any portion of the Leased Premises any sign, awning, or canopy, or advertising matter or other things of any kind, visible from the exterior without first obtaining the Landlord's written approval and consent, which approval shall not be unreasonably withheld. Tenant further agrees to maintain such sign, awning, canopy, decoration, letter, advertising matter or other thing



as may be approved in good condition and repair at all times and to repaint or replace the same from time to time when reasonably necessary. In no event that Tenant place or erect any free standing sign on any portion of the property. Tenant may place a sign in the free standing marquis at the front of the building. It is hereby understood that the existing sign is property and responsibility of Tenant. Tenant is responsible for the replacement/installation of signs on the directory and also the lightbulb replacement, when necessary. The storefront signage installation and maintenance are also the responsibilities of the Tenant.

2.4 Original Term

TO HAVE AND TO HOLD for an Original Term beginning on August 1st, 2025 and continuing until July 31st, 2030 (the "Expiration Date") unless sooner terminated as hereinafter provided. Original Term can also begin the very day business licensing / ownership is transferred over from the old Tenants. Once the closing is done, the new Tenant's responsibilities in this Lease begin.

2.5 Tenants Option to Extend

Tenant, provided no Event of Default has occurred and is continuing at the time of exercise or at the expiration of the Original Term, or if applicable, the preceding extension of the Original Term, shall have the option to extend the Original Term for one (3) additional successive periods of five (5) years each in accordance with the terms and provisions of this Lease then in effect, by giving written notice to the Landlord on or before a date which is one hundred twenty (120) calendar days prior to the expiration of the Original Term, or if applicable, the preceding extension of the Original Term. The monthly rent to be charged during any option term shall be determined by a mutual written agreement between Tenant and Landlord and shall be deemed Fixed Rent of the extension period.

2.6 Holding Over

If Tenant holds over or remains in possession of Leased Premises after the Expiration Date or after the termination of any extension period of this Lease, without any new lease of said premises being entered into between the parties hereof, or any option herein contained being exercised by written notice, such holding over or continued possession shall create a tenancy at will only at one and one half the last monthly rental and upon the terms (other than the length of term, or option for extension) herein specified, which may at any time be terminated by either Landlord or Tenant by one (1) month's written notice to the other party.

If Tenant remains in possession of the Leased Premises after the expiration of the Original Term, or if applicable, after the expiration of the preceding extension of the Original Term, without Landlord's consent, Tenant shall defend, indemnify, protect and hold the Indemnified Landlord Parties harmless from and against any and all Losses resulting from Tenant's failure to surrender possession upon the expiration of the Original

Term, or if applicable, the expiration of the preceding extension of the Original Term, including, without limitation, any claims made by any succeeding Tenant.

D.H.K.

ARTICLE III – Rent

3.1 The Fixed Rent and Other Payments

The Base Annual Rent for the Original Term of the Lease shall be determined in Paragraph 1.1 "Subjects Referred to Base Annual Rent". Tenant covenants and agrees to pay rent to Landlord at the Original Address of Landlord or such other places as Landlord may, by notice, in writing to Tenant from time to time direct, at the Annual Fixed Rent rate in advance on the first day of each calendar month included in the Original Term (hereinafter referred to as the "Fixed Rent"); and for any portion of a calendar month at the beginning or end of the Original Term, at that rate payable in advance for such portion. In the event that Tenant shall continue in occupancy of the Leased Premises after the Expiration Date, such occupancy shall not be deemed to extend or renew the terms of this Lease, but such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions and condition herein contained at the rental in effect during the last lease year of the Original Term, pro-rated and payable for the period of such occupancy; provided, however, that if such expiration of lease term is due to the failure of Tenant to exercise an option to extend this Lease, the rental to be pro-rated shall be the rental provided in the unexercised extension option.

All sums of money required to be paid by Tenant under this Lease which are not specifically referred to as rent (hereinafter referred to as "Additional Rent") shall be considered rent although not specifically designated as such. Landlord shall have the same remedies for nonpayment of Additional Rent as those provided herein for the nonpayment of Fixed Rent.

Fixed Rent is to be paid on the first day of each calendar month, if Fixed Rent is not paid by the tenth day of each calendar month, Landlord has the right to charge the Tenant a fee equivalent to \$350.00 (herein equal to the "Late Fee") and shall be deemed to be Additional Rental hereunder and shall be immediately due from Tenant to Landlord.

3.2 Utilities

From and after the first day of the Original Term for purposes of either completing construction to be performed by Tenant of installing its' equipment, trade fixtures or merchandise, Tenant shall pay all Metered Utilities used, consumed in or allocable to the Leased Premises.

3.3 Rubbish Removal

Tenant is responsible for the disposal of rubbish and payment of rubbish removal. All rubbish must be bagged and disposed of in a sanitary manner. No rubbish is allowed to stay in the Common Area and must be disposed of into the dumpster located in the back of the building. The per month charge of using the dumpster is \$139.00. The dumpster



will also be used by other Tenants at the property. This charge must be added to the Fixed Rent payment every month.

3.4 Maintenance of Common Areas

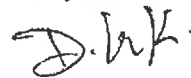
Landlord agrees to keep the parking areas in the Plaza reasonably free of snow, ice and debris and to keep the same reasonably lighted during the normal business hours of the majority of the Tenants in the Plaza. Landlord further agrees to keep the Common Areas in reasonably good repair and order. If Tenant uses Common Areas / Hallways for delivery due to Permitted Use, the space must be cleaned and mopped after delivery. Tenant agrees to clean/shovel the sidewalk directly in front of the Leased Premises and apply ice melt / sand to the walkways.

3.5 Maintenance and Repair of Leased Premises

Tenant agrees to make all repairs to the Leased Premises, including door and window plate glass and interior non-structural repairs, all mechanical equipment installed herein for heating, ventilation and air conditioning of the Leased Premises. The Tenant agrees to remove all of Tenant's rubbish from the Leased Premises. The Tenant shall not store rubbish in any Common Areas. Tenant will keep up with yearly fire extinguisher inspections/payments.

Tenant leases the Leased Premises "As-Is". Tenant shall take good care of the Leased Premises, shall keep the interior of the Leased Premises in good and safe operating order and condition and shall not permit waste to the Leased Premises. Tenant shall, at Tenant's expense, keep the non-structural portion of the interior of the Leased Premises in good order, condition and repair, and shall maintain and make repairs to the plumbing and electrical fixtures located in and servicing the Leased Premises. Repair, cleaning and replacement of the glass windows shall be the responsibility of the Tenant. All repairs shall be performed by Tenant with reasonable promptness and in a good and workmanlike manner and shall be in quality and class equal to the original work. Tenant shall use and operate the Leased Premises in the manner for which it was designed and intended under Section 4.1.2.

If Tenant refuses or neglects to make any such repairs or remove such rubbish as described in 3.3 "Rubbish Removal" within the prescribed time for curing of defaults under this Lease, after written demand, Landlord may make such repairs or remove such rubbish without liability to Indemnified Landlord Parties for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's cost of making such repairs or removal upon presentation of bill thereof, and shall be deemed to be Additional Rental hereunder. Said bill shall include interest as eighteen (18%) percent on said cost from the date of completion of repairs or removal by Landlord.



3.6 Fixtures / Alterations

Tenant may install in the Leased Premises such fixtures (trade or otherwise) and equipment as Tenant deems desirable and all of said items shall remain Tenant's property and Tenant may remove, and/or replace, said fixtures and equipment, in the Leased Premises, at any time and from time to time during the Original Term or any extension period hereof. Tenant shall make all repairs or replacement at Tenant's expense in connection with the removal of any fixtures or equipment installed as provided in this paragraph, if it removes the same.

All signs, equipment, counters, shelving, trade and light fixtures, contents, and other store equipment, which may at any time be installed or placed in or upon the Leased Premises, by or at the expenses of Tenant, are and shall remain the property of the Tenant, and Tenant may remove the same and repair all damage to the Leased Premises caused by such installation and removal prior to the expiration date of the Original Term or the extension period of this Lease, if it removes same.

Any fixtures already installed into the wall and any fixtures to be installed by the Tenant upon occupying the Lease Premises may not be removed upon the expiration of the Lease.

D.W.K.

ARTICLE IV – Tenant's Additional Covenants

4.1 Affirmative Covenants

Tenant covenants at its expense at all times from Occupancy Commencement Date and such further times as Tenant occupies the Leased Premises or any part thereof.

4.1.1 Perform Obligations

To perform promptly all of the obligations of Tenant set forth in this Lease; and to pay when due the Fixed Rent, Additional Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.

4.1.2 Use

Tenant has entered into this Lease for the operations of a business for which, except for causes beyond the control of the Tenant, shall be operated during the entire Original Term of this Lease with due diligence and efficiency in an area equal to one hundred percent (100%) of the Leased Premises. Tenant shall conduct its' business in the Leased Premises during the regular customary days and hours for such type of business in the Town of Middleton.

Tenant agrees that it shall use the Leased Premises for the operation of a Beer, Wine, Lottery, Cigarettes, E-Cigarettes, Cigar Tobacco, Grocery and Milk Retail Store but cannot sell deli meats/sandwiches or coffee. Without limitation of the foregoing, Tenant agrees for itself, its' permitted assignees or sub-lessees that the Leased Premises will not be used for the sale of merchandise or the operation of any business other than provided in the preceding sentence.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4.1.3 Compliance with Law

In the event the Tenant makes any non-structural repairs, alterations, additions, or replacements to the Leased Premises, the Tenant shall make them required by any law or ordinance or any order of regulation of any public authority; to keep the Leased Premises equipped with all the safety appliances so required; and to comply with the order and regulations of all governmental authorities, except that Tenant may defer compliance so long as the validity of any such law, ordinance, order or regulation shall be contested by Tenant in good faith and by appropriate legal proceedings, if Tenant first gives the Landlord appropriate insurance against any loss, cost or expense on account thereof.

D. W. F.

4.1.4 Payment for Tenant's Work

To pay promptly when due the entire cost of any work to the Leased Premises undertaken by Tenant so that the Leased Premises shall at all times be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements and to save Indemnified Landlord Parties harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

4.1.5 Indemnity

Tenant and Landlord agree to indemnify and defend each other against, and to save each other harmless from, any and all claims of whatever nature for injury or damage to persons, or property in or about the Leased Premises caused by their respective negligence or intentional conduct of their respective employees, agents or contractors.

4.1.6 Landlord's Right to Enter

Tenant shall permit Indemnified Landlord Parties to enter and examine the Leased Premises at reasonable times and upon reasonable notice, including the right to show the Leased Premises to prospective purchasers provided that the Indemnified Landlord Parties shall not hereby interfere with the conduct of Tenant's business.

4.1.7 Personal Property at Tenant's Risk

That all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant during the continuance of this Lease of any occupancy of the Leased Premises by Tenant or anyone claiming under Tenant, may be on the Leased Premises, shall be at the sole risk and hazard of Tenant. If the whole or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by the Indemnified Landlord Parties. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of the Tenant only.

4.1.8 Yield Up

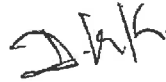
Except as otherwise provided in this Lease, upon the expiration of the Original Term or earlier termination of this Lease: to surrender all keys to the Leased Premises, to remove all of its trade fixtures and personal property in the Leased Premises, to remove all Tenant's signs wherever located, to repair all damaged caused by such removal and to yield up the Leased Premises (including installations and improvements made by Tenant except for trade fixtures), in the same good order and repair in which Tenant is obliged to keep and maintain the Leased Premises by the provisions of this Lease. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord may determine. Tenant is required to return the

D.W.K.

Lease Premises as it was before the start of the Tenant's construction / remodeling on the first day of the Original Term.

4.1.9 Insurance

During the Original Term of this Lease, the Tenant shall maintain fire and extended coverage insurance in an amount equal to 100% replacement value of Tenant's improvements as well as comprehensive liability insurance indemnifying the Indemnified Landlord Parties against all claims and demands for any injury to person or property which may be claimed to have occurred on or about the Leased Premises for any person, employee, or business invitee of the Tenant in the amount of one million dollars combined single limit. The policy shall name Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) calendar days prior written notice. A copy of the policy or certificate of insurance shall be delivered to Landlord upon signing of this Lease on the Occupancy Commencement Date. Landlord shall maintain, with respect to the common areas, adequate comprehensive liability insurance.



ARTICLE V – Assignment, Subletting, Covenants

5.1 Assignment and Subletting

Tenant, without the prior consent of Landlord in each instance, shall NOT (a) assign its rights or delegate its duties under this Lease (whether by operation of law, transfers of interests in Tenant, or otherwise), or mortgage or encumber its interest in this Lease or the Leased Premises, in whole or in part, (b) sublet, or permit the subletting or further subletting of, the Leased Premises or any part thereof, or (c) permit the Leased Premises or any part thereof to be occupied or used for desk space, mailing privileges or otherwise, by any natural person or persons, a partnership, a limited liability company, a corporation or any other form of business or legal association or entity other than Tenant.

Landlord may assign this Lease and all of its right, title and interest in and to the Leased Premises without Tenant's consent; provided, however, that, as a condition to such assignment, any successor or assignee of Landlord shall assume all of Landlord's obligations under this Lease and agree to be bound by all of the terms, covenants and conditions of this Lease in a writing reasonably acceptable to Tenant.

If this Lease is assigned to any person or entity pursuant to the provisions of 11 U.S.C. Section 101 et seq., as amended from time to time from and after the date hereof, or any statute of similar nature and purpose (hereinafter referred to as the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other consideration constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid to or turned over to Landlord.

5.2 Negative Covenants

Tenant further covenants not to injure, overload, deface or otherwise harm the Leased Premises; nor commit any nuisance; nor permit the emission of any objectionable noise or odor; nor make, allow or suffer any waste; nor make any use of the Leased Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate any Landlord's insurance; nor conduct any auction, fire, "going out of business" or bankruptcy sales.

5.3 Alterations

Tenant further covenants not to make any installations, alterations or additions in, to or on the Leased Premises nor to permit the making of any holes in the walls, partitions, ceilings or floors and specifications approved by Landlord in advance of each instance, which consent shall not be unreasonably withheld if such alterations are incident to the normal business of the Tenant and reasonably relative to the Leased Premises.

ARTICLE VI – Casualty or Taking

6.1 Landlord to Repair or Rebuild

In case the Leased Premises or any part thereof shall be damaged or destroyed by fire, or ordered to be demolished by the action of any public authority, in consequence of a fire, or damaged or destroyed by other casualty, or taken by any exercise of the right of Eminent Domain, this Lease shall, unless it is terminated as provided below in Section 6.2 or 6.3, remain in full force and effect, and Landlord shall, at remain thereof, so as to restore them (not including Tenant's fixtures, furniture, furnishings, floor coverings and equipment) as nearly as practicable to the condition they were in immediately prior to such damage, destruction or taking.

6.2 Right to Terminate in Event of Casualty

In case (a) the building in which the Leased Premises are situated is destroyed or so damaged by fire or other casualty insured under the Landlord's fire and extended coverage insurance policy as to render more than fifty (50%) percent of the area thereof untenable, (b) the entire Leased Premises or more than twenty-five (25%) percent of the fair insurable value thereof are destroyed or damaged, or (c) the entire Leased Premises or said building shall be destroyed or materially damaged by any casualty other than one covered by such insurance policy, then, and in any of such cases, either party may, at its election, exercisable by written notice given to other within sixty (60) calendar days after such destruction or damage, terminate this Lease as of the date designated by other in such notice, which designated date shall be not less than fifteen (15) calendar days nor more than thirty (30) calendar days after the date of such notice.

6.3 Right to Terminate in Event of Taking


If all the Leased Premises are taken by Eminent Domain, this Lease shall terminate when Tenant is required to vacate the Leased Premises. If by a taking the floor area of the Leased Premises is reduced, this Lease may, at the option of either party, be terminated, as of the date when Tenant is required to vacate the portion of the Leased Premises so taken, by written notice given to the other not more than thirty (30) calendar days after the date on which the party desiring to terminate receives notice of the taking. If, by option of Landlord, be terminated, as of the date when the tenants or occupants of the portion of said building so taken are required to vacate the same, by giving written notice to Tenant not more than thirty (30) calendar days after the date on which Landlord received notice of the taking.

6.4 Rights of Parties to Award

Landlord reserves and accepts all rights to damages to the Leased Premises and the leasehold hereby created now accrued or hereafter accruing by reason or anything lawfully done in pursuance of any public or other authority; and by way of confirmation,

D. W. K.

Tenant grants to Landlord all tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Notwithstanding the foregoing, Tenant hereby reserves such rights as it may have to recover damages or compensation for loss of trade fixtures, relocation expenses and the unamortized cost of its leasehold improvements, provided the useful life of such improvements (measured by the applicable depreciation schedule of such improvements) did not then extend beyond the Original Term of this Lease including any extension option already elected by Tenant.

A handwritten signature in black ink, appearing to be "D. W. K.", is written to the right of the text block.

ARTICLE VII – Default, Remedies and Waiver

7.1 Event of Default

Each of the following shall be an event of default by Tenant under this Lease (hereinafter each referred to as an “Event of Default”):

- (a) If default shall be made in the payment of the Fixed Rent, or Additional Rent payable under this Lease, when as the same shall become due and payable, and such default shall continue for a period of five (5) calendar days after written notice from Landlord to Tenant specifying default; or
- (b) If entire Leased Premises become abandoned for sixty (60) calendar days (it being understood that Tenant’s mere vacating of the Leased Premises shall not constitute an Event of Default); or
- (c) If Tenant’s interest in this Lease or any portion thereof devolved upon or passes to any natural person or persons, a partnership, a limited liability company, a corporation or any other form of business or legal association or entity; or
- (d) If Tenant commences or institutes any case, proceeding or other action (A) seeking relief on its behalf as debtor, or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or
- (e) If any case, proceeding or other action is commenced or instituted against Tenant (A) seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, which in either of such cases (i) results in any such entry of an order for relief, adjudication of bankruptcy or insolvency or such an appointment or the issuance or entry of any other order having a similar effect, and (ii) remains undismissed or unstayed for a period of one hundred twenty (120) calendar days; or



- (f) If Tenant defaults in the observance or performance of any other term, covenant, condition or agreement contained herein on Tenant's part to be observed or performed and such default shall continue for a period of thirty (30) calendar days after written notice from Landlord to Tenant specifying default, and stating that this Lease shall terminate if such default is not cured, and provided Tenant shall not cure failure as provided in section 7.2 hereof;

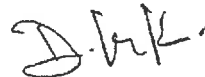
Upon the occurrence and during the continuance of an Event of Default, with or without notice or demand, Landlord shall be entitled to exercise, at its option, concurrently, successively, or in any combination, all remedies available at law or in equity, including without limitation, any one or more of the following:

- (a) To terminate the Original Term of this Lease upon a date specified by Landlord, whereupon Tenant's right to possession of the Leased Premises under this Lease shall cease and any and all other rights, title or interest of Tenant hereunder, shall likewise cease, without further notice or lapse of time, as fully and with like effect as if the entire Original Term of this Lease had elapsed, but Tenant shall continue to be liable to the Landlord hereunder.
- (b) To reenter and take possession of the Leased Premises and, to the extent permissible, all franchises, licenses, area development agreements, permits and other rights or privileges of Tenant pertaining to the use and operation of the Leased Premises and to expel Tenant and those claiming under or through Tenant, without being deemed guilty in any manner of trespass or becoming liable for any loss or damage resulting therefrom. Landlord reserves the right following any reentry and/or reletting to exercise its right to terminate this Lease by giving Tenant written notice thereof, in which event this Lease will terminate as specified in said notice.
- (c) To remove all or any portion of the tangible property, at Tenant's sole expense, now or at any time hereafter located on or at the Leased Premises or used in connection therewith, including, without limitation, all machinery, appliances, furniture, equipment and inventory, without becoming liable for any loss or damage resulting therefrom.
- (d) To bring an action against Tenant for any damages sustained by the Indemnified Landlord Parties or any equitable relief available to the Indemnified Landlord Parties.
- (e) To relet the Leased Premises or any part thereof for such term or terms (including a term which extends beyond the Original Term), at such rentals and upon such other terms as Landlord, in its sole discretion, may determine at Tenant's sole expense. Tenant's sole expense which include, without limitation, all Losses, repossession costs, brokerage commissions, attorneys' fees and expenses, employee expenses, alteration, remodeling and repair costs and expenses of preparing for such reletting. Except to the extent required by

D.W.L.

applicable law, Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Leased Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability. Landlord reserves the right following any reentry and/or reletting to exercise its right to terminate this Lease by giving Tenant written notice thereof, in which event this Lease will terminate as specified in said notice.

- (f) To recover from Tenant all rent and other monetary sums then due and owing under this Lease, including but not limited to, Fixed Rent and Additional Rent.
- (g) To bring an action against Tenant for the difference between the total of all rent and other monetary sums payable by Tenant hereunder for the remainder of the Original Term or if applicable, the preceding extension of the Original Term and the rental value of the Leased Premises for such period, plus any other actual damages sustained by Landlord, or any equitable relief available to Indemnified Landlord Parties.
- (h) To recover from Tenant all reasonable costs and expenses, including any and all Losses, attorneys' fees, court costs, expert witness fees, costs of tests and analyses, travel and accommodation expenses, deposition and trial transcripts, copies and other similar costs and fees, paid or incurred by Landlord as a result of such breach, regardless of whether or not legal proceedings are actually commenced.
- (i) To immediately or at any time thereafter, and with or without notice, at Landlord's sole option but without any obligation to do so, correct such breach or default and charge Tenant all costs, expenses and Losses incurred by Landlord therein. Any sum or sums so paid by Tenant, together with interest at ten (10) percent, shall be deemed to be Additional Rental hereunder and shall be immediately due from Tenant to Landlord. Any such acts by Landlord in correcting Tenant's breaches or defaults hereunder shall not be deemed to cure said breaches or defaults or constitute any waiver of Landlord's right to exercise any or all remedies set forth herein.
- (j) To immediately or at any time thereafter, and with or without notice, except as required herein, set off any money of Tenant held by Landlord under this Lease against any sum owing by Tenant hereunder.
- (k) To seek any equitable relief available to Landlord, including, without limitation, the right of specific performance.



7.2 Tenant's Right to Cure for Extended Time

In the event that Landlord gives notice of a default of such a nature that it cannot be cured within the thirty (30) day period provided for in section 7.1, then so long as Tenant, after receiving such notice, commences to cure the default as soon as reasonably possible and with reasonable diligence takes all steps necessary to complete the same within a period of time which, under all prevailing circumstances shall be reasonable, then Landlord may not exercise any remedies for such default. No default shall be deemed to continue if and so long as Tenant shall be so proceeding to cure the same in good faith. Notwithstanding anything to the contrary contained in Article VII, in the event that any default of Tenant shall be cured in any manner provided under this Lease, such default shall be deemed never to have occurred and Tenant's rights hereunder shall continue unaffected by such default.

7.3 Rights of Landlord

Upon the occurrence and during the continuance of an Event of Default, pursuant to this Article VII, with or without notice or demand or any time thereafter, Landlord may, in addition to and without prejudice to any other rights or remedies Landlord shall have at law or in equity, re-enter the Leased Premises and may dispossess Tenant and remove Tenant, and all other persons and property from the Leased Premises and may have, hold and enjoy the Leased Premises and the right to receive all rental income therefrom, without being deemed guilty of any manner of trespass or without prejudice to any other remedies Landlord may have for such default. In the event of such Event of Default or termination, Tenant shall pay to Landlord, the Fixed Rent and Additional Rent and all other charges required to be paid by Tenant through the time of such termination of this Lease and thereafter. Tenant, until the end of what would have been the Original Term of this Lease in the absence of such terminations, shall be liable to Landlord for and shall pay to Landlord, as liquidated damages for Tenant's default (hereinafter referred to as the "Deficiency"), (a) the equivalent of the amount of the Fixed Rent and the Additional Rent which would be payable under this Lease by Tenant if this Lease were still in effect, less (b) the net proceeds of any income received from the Leased Premises or of any rents received from any Lender after deducting Landlord's reasonable expenses in connection with such re-letting, including without limitation all Losses, repossession costs, brokerage commissions, legal expenses, alteration costs and expenses of preparation of such re-letting. Tenant shall pay such deficiency to Landlord monthly on the days of which the Fixed Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall rise.

7.4 Remedies Cumulative

Any and all rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by laws.

7.5 Landlord's Right to Cure Default

Landlord may, but shall not be obligated to cure, at any time without notice, any default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord including reasonable attorney's fee, in curing a default shall be paid by Tenant to Landlord on demand, together with interest thereon at the rate of ten (10%) percent from the date of payment by Landlord to the date of notice by Tenant.

7.6 Effect of Waivers of Default

Any consent or permission by Landlord to any act or omission which otherwise would be a breach of any covenant or condition herein, and any waiver by Landlord of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein.

7.7 No Waiver, etc.

The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed to have been a waiver of such breach by Landlord unless such waiver be in writing, signed by Landlord. No consent or waiver, express or implied, by Landlord to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any breach of the same or any other agreement or duty.

7.8 No Accord and Satisfaction

No acceptance by Landlord of a lesser sum than the Fixed Rent, Additional Rent or any other charge than due shall be deemed to be other than an agreement to apply such payment on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

J. H. K.

ARTICLE VIII – Miscellaneous Provisions

8.1 Notice from one Party to the Other

All notices required or permitted hereunder shall be in writing and shall be deemed duly served if and when mailed by registered or certified mail postage prepaid, return receipt requested, addressed, if to the Tenant, at the Original Address of Tenant or such other address as Tenant shall have last designated by notice in writing to Landlord and, if to Landlord, at the Original Address of Landlord or such other address as Landlord shall have given in writing to Tenant.

8.2 Limitation of Landlord's Liability

No owner of the Leased Premises shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of the Leased Premises, and if Landlord is a trust, Landlord's obligations hereunder shall not be binding upon the Trustees of said trust individually nor upon the shareholders or beneficiaries of said trust, but only upon the Trustees and upon their trust estate.

8.3 Acts of God

In any case where either party hereto is required to do any act, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of Labor, materials or equipment, government regulations, unusually severe weather, or other causes beyond such party's reasonable control shall be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time or a "reasonable time", and such time shall be deemed to be extended by the period of such delay.

For avoidance of doubt, the payment of Rent will not be excused in the event of restrictive governmental laws or regulations (including, but not limited to, Town of Middleton or Massachusetts Orders related to Covid-19).

8.4 Landlord's Default

Landlord shall not be deemed to be in default in the performance of any of its' obligations hereunder unless it shall fail to perform such obligations and such failure shall continue for a period of sixty (60) calendar days or such additional time as is reasonably required to correct any such default after written notice has been given by Tenant to Landlord specifying the nature of Landlord's alleged default.

8.5 Approvals and Consent

When the consent or approval of either party is required hereunder, the same shall not be unreasonably withheld or delayed.

8.6 Certificates

Each party shall, without charge, at any time and from time to time hereafter, within ten (10) calendar days after reasonable written request of the other, certify by written instrument duly executed and acknowledged to any Lender or purchaser or proposed Lender or proposed purchaser, or any other person, firm or corporation specified in such request:

- (a) As to whether this Lease has been amended and if so, the substance and manner of such instrument;
- (b) As to whether this Lease is then in full force and effect;
- (c) As to the existence of any default under this Lease;
- (d) As to the existence of any offsets, counterclaims, or defenses thereto on the part of the requesting party;
- (e) As to the commencement and expiration date of the Original Term of this Lease;
- (f) As to any other matters as may be so requested in a reasonable manner.

Any such certificate may be relied upon by the party who requested it and any other person, firm or corporation to whom the same way may be exhibited or delivered, and the contents of such certificate shall be binding upon the party executing the same.

8.7 Applicable Law and Construction

This Lease shall be governed by and construed in accordance with the laws of the state in which the Leased Premises are located and, if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected hereby. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be constructed to mean those named above and their respective heirs, executors, administrators, successors, and assigns, and those through or under them respectively.

8.8 Surrender

The Tenant shall at the expiration or other termination of this Lease remove all Tenant's goods and effects from the Leased Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the Leased Premises). Tenant shall deliver to Landlord the Leased



Premises and all keys, locks thereto, and other fixtures connected therewith, and all alterations and additions made up to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Tenant's failure to remove any of the Tenant's property from the premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at notice any or all of the property not so removed, or to destroy such property.

8.9 Other Provisions

Original Term will begin the very day business licensing / ownership is transferred over from the old Tenants. Once the closing is done, the new Tenant's responsibilities in this Lease begin.

If, for any reason the Landlord has to go to a lawyer regarding the Tenant and his responsibilities to the Lease, the costs will be paid by the Tenant.

Tenant agrees to always keep the Beer and Wine license from the Town of Middleton solely at 251 South Main Street, Middleton, MA. 01949. The license may not be transferable to another location without the written consent and approval by the Landlord.

All licensing within the Town of Middleton and the State of Massachusetts must be updated by the Tenant whenever such licenses are to expire. If for some reason licensing is unable to be renewed and business is to be closed down, Tenant is still responsible for the payment for the rest of the Term.

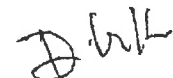
If or when the business changes ownership, the information of the new owner must be sent to the Landlord immediately (license, SS#, residence, contact info, etc). Changing of ownership may only occur if a new Lease is signed by the new Tenant with the Landlord and the new Tenant must pass a credit report.

Smoking or vaping is not allowed within the Leased Premises due to fire safety.

The per month charge of using the dumpster is \$139.00. The dumpster will also be used by another Tenant on the property. This charge must be added to the Fixed Rent payment every month.

The bathroom located in the Common Area hallway shall be shared by the Tenants at Unit C. If Unit C is vacant then it will be Tenant's sole responsibility in cleaning, repairing and maintaining the bathroom and toilet. The bathroom will be clean and functioning at the Occupancy Commencement Date. Any damages resulting afterwards is the responsibility of the Tenant and the other Tenants at Unit C (if not vacant).

In the case of a Town mandated business / property closure due to repairs / installation of a septic tank, the Landlord will still be owed the full monthly rent.



8.10 No Recording

This Lease shall not be recorded.

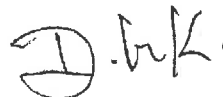
8.11 Integration

Delivery of an executed signature page of this Lease by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof. This Lease constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

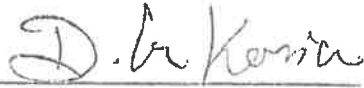
8.12 GOVERNING LAW

THIS LEASE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature Page on following page]

A handwritten signature in dark ink, appearing to read "D. W. K.", is located to the right of the signature page reference.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the
Occupancy Commencement Date.




Landlord, MA KALI Realty Trust

Witness



Tenant, AM Market Inc



Signed Personally, Yasser Youssef
SS#:




Signed Personally, Maryam Abdala
SS#:


DESIGNATION OF NOMINEE

We, Adam Youssef and Maryann Abdalla, Buyers under a certain Asset Purchase Agreement dated June 14, 2025, by and between JRS Business LLC as Seller and Adam Youssef and Maryann Abdalla or their corporate or LLC nominee, as Buyers, hereby designate AM Market Inc as Buyer/nominee under said Asset Purchase Agreement.

Dated this 9th day of ^{August}~~July~~, 2025.



Adam Youssef



Maryann Abdalla

MEETING MINUTES
MIDDLETON SELECT BOARD MEETING
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
August 5, 2025 at 5pm

With a quorum present the Chair called the meeting to order at 5pm. *This meeting was recorded.*

Select Board present: Brian Cresta, Chair; Debbie Carbone, Clerk; Jeff Garber; Rick Kassiotis; Kosta Prentakis

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.

Executive Session – 5pm

On a motion by Prentakis seconded by Kassiotis the Board voted unanimously by roll call to enter into Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares: Discussion of litigation relative to MBTA Communities Act (M.G.L. c. 40A, §3A) and to return to open session.

The Board returned to open session at 5:22pm.

*The agenda was taken out of order with permission *Public Hearings, Municipal Campus update.*

1. Business

Warrant: 2601/July 10, 20205: Payroll: \$ 335,000; Bills Payable: \$ 3.6mm

Warrant: 2602/July 24, 2025: Payroll: \$ 709,000; Bills Payable: \$ 1.5mm; FP66 - \$ 205,000

Warrant: 2603/August 7, 2025: Payroll: \$ 680,000; Bills Payable: \$ 4.7mm; FP67 - \$ 3.3mm

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 as presented.

Vote: On a motion by Kassiotis, seconded by Carbone, the Board voted **unanimously to approve** Warrants 2601, 2602, 2603, and FP FP66 & FP67.

Minutes: Open Session July 8, 2025

Vote: On a motion by Kassiotis, seconded by Carbone, the Board voted **unanimously to approve** the minutes as presented.

Town Administrator Updates & Reports- J. Sultzbach

- Meetings continue with the Library Union in regular intervals, and anticipate an agreement to be met in the next couple weeks.
- The first round of interviews for the Facilities Director position have completed and re-posted for an additional round of candidates.
- We are in the process of finalizing furniture choices for the next building. Desk chair samples are currently being reviewed in Memorial Hall.
- Members of our team met with Litix, a company that develops software that compiles real time data for municipal salaries. This may be a useful tool for all parties in advance of collective bargaining.
- The window for FSA accounts has closed as of today. Thank you for the efforts of our Treasurer's Office for collecting and processing those applications for such a crucial employee benefit.
- The Library Director vacancy has been reposted. We are also scheduling 2nd round interviews for the Assistant Librarian position.
- MassDOT has confirmed that the work for the Maple St Bridge will be advertised in April 2026 and that a 25% design has been reviewed and accepted.

- Meetings continue with the Schools to identify a solution for the parking and busses issue down at Fuller Meadow.
 - The FY27 Budget process was kicked off by communicating to Department Heads our intention to use a zero base budgeting approach.
 - We are holding Monday, October 6th for our Annual Employee Appreciation Day. *More details to follow.*
 - The international Overdoes Awareness Vigil is set to be held outside the Flint on Wednesday, August 27th at 6pm.
- Thank you to the Board of Health for coordinating this important event.

Middleton Municipal Campus Update – Owners Project Manager, Brian Laroche, PCA360, was present and provided an update on the new Town Hall/Public Safety Building; a slide deck was referenced. The project remains on schedule with completion in January 2026. Updated photos of the campus showed the progress on the buildings and site work with final masonry/painting being done, final work on the septic field, and curbing being installed.

Work on the Town Green will be starting. The inside work continues with painting.

Photos are updated regularly on the website.

The Budget is on track; \$32MM to date. B. Laroche gave a high level overview of the budget to date prior to presenting the construction requisition #13 for payment as reviewed by the Building Committee, in the amount of \$3,326,05; This is on the Select Board warrant for approval.

B. Laroche reviewed Change Order 08 , dated July 16, 2025, in the amount of \$14,829 for Construction Management related to changes made to comply with NFPA requirements.

Vote: *On a motion by Prentakis, seconded by Garber, the Board voted unanimously to approve Change Order 08 in the amount of \$14,829.*

3. *Liquor License Violations: PUBLIC HEARING 5:45pm

a. 232 South Main St. – Vinumn Liquors: Walk-in Cooler, Work without permit and Mounted Sign (not permitted)

b. 156 South Main St. – Richdale: Walk-in Cooler, Work without permit

J. Sultzbach reported significant progress on both properties in cooperation with the Building Commissioner, Scott Fitzpatrick. Applications for the walk in coolers, with all supporting documents, submitted. He recommended continuing the hearing to the September 2 Select Board meeting.

Attorney Jill Mann was present on behalf of Vinumn liquors regarding the mounted sign violation. Attorney Mann confirmed the sign was removed and a new sign application has been submitted with the correct dimensions.

It was anticipated inspections will be completed before the Select Board's September 2 meeting. On the confirmation of the Building Inspector and Town Administrator that the businesses are in compliance, the hearing could be closed at that time without the need of Counsel or the owners to come before the Board. The Attorneys will be copied on communication to the business owners.

Vote: *On a motion by Kassiotis seconded by Prentakis, the Board voted unanimously to continue the hearing for 232 South Main St. – Vinumn Liquors & 156 South Main St. to a date certain of September 2, 2025 at 5:30 pm at the Fuller Meadow School with the caveat if the businesses are in compliance the hearing will be closed.*

4. Vote by LLA regarding the Ambridge Hospitality, LLC (Doubletree North Shore) Application for Change of Interest Ownership ABCC Application. *There was no request for change of manager, therefore, no representation was present.* The Board questioned the proposed ownership structure and if the same corporative offices and attorneys were listed; page 4 was referenced and confirmed to be the same contacts.

Vote: *On a motion by Kassiotis, seconded by Carbone, the Board voted unanimously to approve the Change of Interest Ownership for the ABCC Application of Ambridge Hospitality, LLC*

5. Re-Appoint Planning Bord Alternate, Cheryl McCormick (annual appointment)

Vote: *On a motion by Carbone, seconded by Garber, the Board voted unanimously to reappoint , Cheryl McCormick for the Planning Board Alternate, through June 30, 2026.*

6. Public Comment (6pm) – There was none.

7. Central Street Data Review - The Chair noted this was an ongoing process to address traffic, speeding and congestion on Central Street being addressed as recommended by the consultant; feedback was requested from residents.

J. Sultzbach summarized a survey was issued to residents in that neighborhood on July 23, 2025; the town received 11 responses. Data collected over a five-month time showed improvements and trends related to specific activities and time of day which indicated appropriate traffic calming measures for consideration.

The Chair observed as the police department fills the new positions as approved by town meeting, there would be additional enforcement in the area. He recognized the collaboration between the neighbors, schools, town, DPW, and police to find solutions.

In summary, three Central Street residents spoke and acknowledged the collaboration and progress to mitigate the traffic concerns, and encouraged the town to add the recommended speed humps at the top of Central Street, as well as traffic patterning at the school and increased communication from organizations using the recreational fields. The DPW/school will be asked to review the snow clearing i.e. sidewalks, parking lots around the school.

The town will continue to work on installing the additional speed tables at the top of Central Street; this is a small project and may take time to get installed.

8. Acceptance of Fire Grant – Fire Chief LeColst was present and spoke to the FY23 AFG (Assistance of Firefighter Grant) of \$788,200 received as a part of a regional grant with Lynnfield, Danvers, Peabody, North Reading, & Middleton for Blue Card Training for incident command designed to enhance operational consistency, critical decision-making and firefighter safety during emergency responses. Chief gave an overview of the 74 hour training program; the goal is to certify 35 Middleton Fire Department members; participants will be compensated for their time.

Training will start pending approval.

Vote: On a motion by Prentakis, seconded by Kassiotis, the Board voted unanimously to **accept** the FY23 AFG (Assistance of Firefighter Grant).

9. Right of First Refusal: 3 Cranberry Lane - This is 55 plus development and includes income restricted units. Under the state process, the town has the right of first refusal of an income restricted unit before it is sold; this process is managed by the EOHLC. The Chair mentioned the Affordable Housing Trust is creating a web site to include i.e. this type of housing resource. It was noted the purchase of this property by the town would require town meeting approval, within the timeframe.

Vote: On a motion by Prentakis, seconded by Carbone, the Board voted **4-1-0** to **decline the right of first refusal** for 3 Cranberry Lane with Garber voting in the negative citing the unknown price of the unit at the time of the vote.

10. 35 Village Road Update- J. Sultzbach gave a brief update on this property owned by Sovereign Partners since 2014, located in the proposed MBTA Zoning area. Two hundred affordable units (40b) are being proposed to be built in this area. The project eligibility letter has been filed with the state and once the state issues a response, the town will have 30 days to respond. Town Counsel has been notified.

A public forum will be planned with the goal to benefit the town as much as possible. This information will be on the zoning Board's website. A joint meeting with the Planning Board, Zoning Board of Appeals, and Select Board will be scheduled, with September 2 being considered.

11. Wellpath Bankruptcy update- J. Sultzbach reviewed the town received a settlement check which was applied to the outstanding ambulance charges from the Middleton House of Correction, but a balance of (about) \$ 20,000 remains outstanding. The Town Administrator is in discussion with the Sheriff, who to date has verbally committed to cover half of the balance. The Town Administrator will continue to negotiate for the entire balance to be paid.

12. Municipal Campus proposed names – J. Sultzbach reported the Building Committee and members of the community submitted name suggestions for the new municipal complex, the public safety building, and the town hall /community center. The Board responded to the proposed names and a dialog followed, including dedications to Bart Brown, the original owner of the property; it was noted the trails around the property are named after him.

The Board collectively agreed and voted the following:

Vote: Entire project

- On a motion by Kassiotis, seconded by Prentakis, the name 'Middleton Community Campus' was proposed with Kassiotis and Prentakis voting in the affirmative.
- On a motion by Garber, seconded by Carbone, the name "**Middleton Municipal Complex**" was proposed with Garber, Carbone, and Cresta voting in the affirmative. **The motion passed by majority vote.**

Vote: Public Safety /Town Hall buildings

A motion by Kassiotis, seconded by Prentakis, was offered to name the public safety building 'The Public Safety Center' and the town hall building 'The Town Hall & Community Center'. With no additional names presented, the motion passed unanimously.

The Board supported a future agenda item to discuss the naming of individual rooms, the pavilion, etc. and a discussion on the possible use or transfer of the Common.

13. Surplus Town Properties: Status Update – J. Sultzbach informed the Board the RFP (Request for Proposal) for the police station building was being finalized and a draft RFP was anticipated for review at the September meeting. Regarding the fire station, the town is settling the terms with the Engineer to be within the "not to exceed \$25,000" scope. The town is working with septic companies to determine the number of residential units possible for Memorial Hall – based on this information, deliberations would continue on the future of this property along with Locust Street land with the potential for these two properties to be paired together. Lastly, the COA/ "old" town hall is being evaluated for projected & anticipated expenses.

B.Cresta questioned the plan for the memorials/flag poles i.e. in front of the police station; the Town Administrator office will follow up.

14. Select Board Schedule Lookahead – Calendar Year

The Board reviewed proposed meeting dates by the Town Administrator. It was noted the need for a fall town meeting this year was unlikely. A discussion ensued if changing budget dates would allow the schools time to have their draft budget. K. Prentakis reported at the school committee meeting, the Superintendent Scott Morrison, & Assistant Superintendent Steve Greenberg committed to having a draft budget "by late fall".

J. Bresnahan cautioned if the budget schedule is altered, it may delay the printing of the town meeting warrant within the required time.

15. Updates & Announcements

- K. Prentakis said the School Committee talked about ways to increase efficiencies at their recent meeting, specifically exploring one Superintendent – The regional and superintendent union of the elementaries have the same superintendent by forming a full k through 12 district by virtue of a union and regional agreement but different school committees. The Board initially voiced concern with this approach; this will be on a future agenda for discussion, pending initiation from the school committee.
- Citizen's Academy Administration opens Tuesday, August 12 for those interested in participating. J. Bresnahan is the contact.

16. Executive Session – 7:35pm

On a motion by Kassiotis, seconded by Carbone, the Board voted unanimously by roll call to enter into Executive Session pursuant to G.L. c. 30A, s. 21(a)(2) to discuss strategy with respect to non-union personnel: Compensation and Class discussion regarding all non-union personnel and not to return to open session but adjourn directly from Executive Session.

Upcoming Regular Select Board Meetings: September 2 & 16; October

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

- Warrant Warrants 2601, 2602, 2603, and FP FP66 & FP67.
- Minutes – July 8, 2025

Draft

- Construction Contract for Construction Manager at Risk Services – Change Order 08 Amendment
- Email – S. Fitzpatrick: Liquor License Violation 8.1.25
- Alcohol & Entertainment Training - MMA Annual Meeting 1.24.2020
- Letter: Bluebonnet Consulting – Amendment Application for Change of Ownership: Aimbridge Hospitality, LLC
- C. Leon-McCormick Resume
- Letter: J. Sultzbach- Residents of Central St/Washington St. 7.23.25
 - Survey: Central St/Washington St. – Survey Monkey
 - Reference: Federal Highway Administration- Safety Program
- Memo: Fire Department - Blue Card Training FY 23 Assistance to Firefighters Grant
- Letter: EOHLC re sale of 3 Cranberry Lane
- MassHousing Comprehensive Permit Project Eligibility Application – Ferncroft Apartments- 35 Village Road
- Memo: J. Sultzbach re names for Municipal Building Project 8.5.25
- Memo: J. Sultzbach re Surplus Property Next Steps 8.5.25
- Select Board proposed meeting schedule 2025/2026

Adjournment: *The Board voted unanimously to adjourn at 9:35 pm.*

Respectfully submitted by

Catherine E. Tinsley 8.24.25

Catherine Tinsley, Recording Secretary

Debbie Carbone, Select Board Clerk

Respectfully submitted as approved by the Select Board at the _____ meeting.

CONSTRUCTION CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES – CHANGE ORDER 08 AMENDMENT

WHEREAS, the Town of Middleton (“Owner”) represented by Owner’s Project Manager, PCA360, entered into a contract (“Contract”) with W.T. Rich Company, Inc. (“the CM at Risk”) (collectively the “Parties”) for construction manager services in association with the Middleton Municipal Complex Project (“the Project”) on June 1, 2023, which was amended on April 23, 2024, on May 23, 2024, on July 29, 2024, on September 26, 2024, on January 16, 2025, on February 13, 2025, on March 26, 2025, on May 20, 2025, on June 24, 2025, and on July 16, 2025.

WHEREAS, pursuant to Section 6.4 of the Contract, the Owner is requesting the amendments as summarized herein in accordance with the provisions of that section;

WHEREAS, when contracting for the work, the Town intended to secure a builder’s risk policy directly through its insurance provider; however, in order to reduce the cost of said policy, the Town is electing to procure the policy through the Construction Manager, the cost of which is included herein;

WHEREAS, the detailed proposal and justification is summarized in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, effective as of July 16, 2025, the Parties wish to amend the Contract as summarized in this Change Order 08.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. To increase the Contract by **fourteen thousand eight hundred and twenty-nine and zero cents, \$14,829.00** as further described and justified in Construction Change Order – 008 dated July 16, 2025, attached hereto and incorporated herein.

Fee for Basic Services	Original Contract	Previous Amendments	Amount of this Amendment	After this Amendment
Pre-construction services	\$124,910.00	\$0.00	\$0.00	\$124,910.00
Interim GMP Contract Amendment	\$0.00	\$39,088,652.00	\$0.00	\$39,088,652.00
GMP Contract Amendment	\$0.00	\$18,911,235.00	\$0.00	\$18,911,235.00
Change Order 01 - Amendment	\$0.00	\$342,878.00	\$0.00	\$342,878.00
Change Order 02 - Amendment	\$0.00	(\$501,655.00)	\$0.00	(\$501,655.00)
Change Order 03 - Amendment	\$0.00	\$367,788.00	\$0.00	\$367,788.00
Change Order 04 - Amendment	\$0.00	\$240,130.00	\$0.00	\$240,130.00

Change Order 05 - Amendment	\$0.00	\$52,177.00	\$0.00	\$52,177.00
Change Order 06 - Amendment	\$0.00	\$85,606.00	\$0.00	\$85,606.00
Change Order 07 - Amendment	\$0.00	\$263,188.00	\$0.00	\$263,188.00
Change Order 08 - Amendment	\$0.00	\$0.00	\$14,829.00	\$14,829.00
Total Contract	\$0.00	\$58,586,811.00	\$263,188.00	\$58,989,738.00

2. The Project Schedule shall be from Start to Substantial Completion: Unchanged by this amendment, May 8, 2024 to January 30, 2026 (21.5 Months)
3. The Construction Budget shall be as follows:

Original Budget:	\$58,124,797.00 (including pre-construction fee)
Post-Amendment Budget:	\$58,989,738.00
4. This Amendment and incorporated attachments contains all additional terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding this amendment shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect. This amendment is for the Construction Change Order 08, as outlined in Exhibit A, for a total cost of:

Fourteen thousand eight hundred twenty-nine and zero cents \$14,829.00

IN WITNESS WHEREOF, the Parties have caused this amendment to be executed by their respective authorized officers.

CONSTRUCTION MANAGER

Owner:	W.T. Rich Company, Inc.
Name (Signature):	Stephen Taylor 
Title:	Project Executive
Date:	7/16/2025

TOWN OF MIDDLETON

By executing this Agreement, the undersigned authorized signatory of Owner, who incurs no personal liability by reason of the execution hereof or anything herein contained, hereby certifies under penalties of perjury that this Contract is executed in accordance with a prior approval of the TOWN OF MIDDLETON.

Owner:	TOWN OF MIDDLETON
Name (Signature):	Richard Kassiotis

Title:	Selectboard Chair
Date:	

Town of Middleton – Finance Director – Sufficient funds available for this contract	
Name (Signature):	Sarah Wood
Title:	Finance Director
Date:	

Town of Middleton – Town Counsel (legal) - Approved as to Form & Character	
Name (Signature):	Elizabeth Lydon
Title:	Town Counsel - Mead, Talerman & Costa, LLC
Date:	



W.T. RICH COMPANY

CHANGE ORDER

CHANGE ORDER DATE: July 16, 2025

CHANGE ORDER NUMBER: 008

CONTRACT INFORMATION: Construction Management

PROJECT:

Middleton Municipal Complex
105 S. Main Street
Middleton, MA 01949

OWNER:

Town of Middleton
48 S. Main Street
Middleton, MA 01949

ARCHITECT:

Context Architecture
65 Franklin Street
Boston, MA 02110

CONTRACTOR:

WT. Rich Company, Inc
1075 Worcester Street, Suite 310
Natick, MA 01760

THE CONTRCT IS CHANGED AS FOLLOWS:

PCO 033B CE #040 - 8033 ASI-012 R2 Louver Changes \$10,461 (Contingency) Change Order Value \$0.00
PCO 035 CE #049 - 7117 Ledge at Watermain/Roadway \$4,790 (Allowance 7117) Change Order Value \$0.00
PCO 069 CE #036 - TH - Roof Removal for AHUs \$34,054 (Contingency) Change Order Value \$0.00
PCO 071A CE #092 - 7112 Sitework Winter Conditions \$100,000 (Allowance 7112) Change Order Value \$0.00
PCO 083 CE #146 - PCO 083R1 - PR-027 OHD 174 Control Switch \$2,912 (Allowance 7106) Change Order Value \$0.00
PCO 094 CE #166 - PR-036 Training Wall Tie Offs \$14,498 (Owner Change Order) Change Order Value \$14,829
PCO 106 CE #223 - RFI #189: TH FP Main Routing Lvl1 \$16,321(Contingency) Change Order Value \$0.00

The Original Contract Sum* was:	\$58,124,797.00
The net change by previously authorized Change Orders:	\$850,112.00
The Contract Sum prior to Change Order was:	\$58,974,909.00
The Contract Sum will be increased/decreased by this Change Order in the amount of:	\$14,829.00
The new Contract Sum including this Change Order will be:	\$58,989,738.00
The Contract Time will be increased by:	Zero (0) days
The new date of Substantial Completion will be:	1/30/2026

*Includes all previously executed contract amendments

NOTE: This Change Order does not include adjustments to the Contract Sum or Guarantee Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Context Architecture

ARCHITECT

W.T. Rich Company, Inc.

CONTRACTOR

Town of Middleton

OWNER

C. Christopher Logan

Signature

ST

Signature

Signature

C. Christopher Logan

Printed Name & Title

Stephen Taylor, Project Executive

Printed Name & Title

Richard Kassiotis, Select Board Chair

Printed Name & Title

16 July 2025

Date

7/16/2025

Date

Date

CONSTRUCTION CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES – CHANGE ORDER 09 AMENDMENT

WHEREAS, the Town of Middleton (“Owner”) represented by Owner’s Project Manager, PCA360, entered into a contract (“Contract”) with W.T. Rich Company, Inc. (“the CM at Risk”) (collectively the “Parties”) for construction manager services in association with the Middleton Municipal Complex Project (“the Project”) on June 1, 2023, which was amended on April 23, 2024, on May 23, 2024, on July 29, 2024, on September 26, 2024, on January 16, 2025, on February 13, 2025, on March 26, 2025, on May 20, 2025, on June 24, 2025, on July 16, 2025, and on August 20, 2025

WHEREAS, pursuant to Section 6.4 of the Contract, the Owner is requesting the amendments as summarized herein in accordance with the provisions of that section;

WHEREAS, when contracting for the work, the Town intended to secure a builder’s risk policy directly through its insurance provider; however, in order to reduce the cost of said policy, the Town is electing to procure the policy through the Construction Manager, the cost of which is included herein;

WHEREAS, the detailed proposal and justification is summarized in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, effective as of August 20, 2025, the Parties wish to amend the Contract as summarized in this Change Order 09.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. To increase the Contract by **Two Hundred Sixty-Nine Thousand Nine Hundred Fifty-Two and Zero Cents, \$269,952.00** as further described and justified in Construction Change Order – 009 dated August 20, 2025 attached hereto and incorporated herein.

Fee for Basic Services	Original Contract	Previous Amendments	Amount of this Amendment	After this Amendment
Pre-construction services	\$124,910.00	\$0.00	\$0.00	\$124,910.00
Interim GMP Contract Amendment	\$0.00	\$39,088,652.00	\$0.00	\$39,088,652.00
GMP Contract Amendment	\$0.00	\$18,911,235.00	\$0.00	\$18,911,235.00
Change Order 01 - Amendment	\$0.00	\$342,878.00	\$0.00	\$342,878.00
Change Order 02 - Amendment	\$0.00	(\$501,655.00)	\$0.00	(\$501,655.00)
Change Order 03 - Amendment	\$0.00	\$367,788.00	\$0.00	\$367,788.00
Change Order 04 - Amendment	\$0.00	\$240,130.00	\$0.00	\$240,130.00

Change Order 05 - Amendment	\$0.00	\$52,177.00	\$0.00	\$52,177.00
Change Order 06 - Amendment	\$0.00	\$85,606.00	\$0.00	\$85,606.00
Change Order 07 - Amendment	\$0.00	\$263,188.00	\$0.00	\$263,188.00
Change Order 08 - Amendment	\$0.00	\$14,829.00	\$0.00	\$14,829.00
Change Order 09 - Amendment	\$0.00	\$0.00	\$269,952.00	\$269,952.00
Total Contract	\$0.00	\$58,989,738.00	\$269,952.00	\$59,259,690.00

2. The Project Schedule shall be from Start to
Substantial Completion: Unchanged by this amendment, May 8, 2024 to
January 30, 2026 (21.5 Months)

3. The Construction Budget shall be as follows:

Original Budget:	\$58,124,797.00 (including pre-construction fee)
Post-Amendment Budget:	\$59,259,690.00

4. This Amendment and incorporated attachments contains all additional terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding this amendment shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect. This amendment is for the Construction Change Order 09, as outlined in Exhibit A, for a total cost of:

Two Hundred Sixty-Nine Thousand Nine Hundred Fifty-Two and Zero Cents \$269,952.00

IN WITNESS WHEREOF, the Parties have caused this amendment to be executed by their respective authorized officers.

CONSTRUCTION MANAGER

Owner:	W.T. Rich Company, Inc.
Name (Signature):	Brian Santos
Title:	President
Date:	8/20/2025

TOWN OF MIDDLETON

By executing this Agreement, the undersigned authorized signatory of Owner, who incurs no personal liability by reason of the execution hereof or anything herein contained, hereby certifies under penalties of perjury that this Contract is executed in accordance with a prior approval of the TOWN OF MIDDLETON.

Owner:	TOWN OF MIDDLETON
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Name (Signature):	Richard Kassiotis
Title:	Selectboard Chair
Date:	

Town of Middleton – Finance Director – Sufficient funds available for this contract	
Name (Signature):	Sarah Wood
Title:	Finance Director
Date:	

Town of Middleton – Town Counsel (legal) - Approved as to Form & Character	
Name (Signature):	Elizabeth Lydon
Title:	Town Counsel - Mead, Talerman & Costa, LLC
Date:	



W.T. RICH COMPANY

CHANGE ORDER

CHANGE ORDER DATE: August 20, 2025

CHANGE ORDER NUMBER: 009

CONTRACT INFORMATION: Construction Management

PROJECT:

Middleton Municipal Complex
105 S. Main Street
Middleton, MA 01949

OWNER:

Town of Middleton
48 S. Main Street
Middleton, MA 01949

ARCHITECT:

Context Architecture
65 Franklin Street
Boston, MA 02110

CONTRACTOR:

WT. Rich Company, Inc
1075 Worcester Street, Suite 310
Natick, MA 01760

THE CONTRACT IS CHANGED AS FOLLOWS:

PCO 032 CE #037 – Vault Door Wall Placement Remob. \$6,232 (Contingency) Change Order Value \$0.00
PCO 039A CE #054 - PR-007 Site Lighting Revs #2 \$7,076 (Owner Change) Change Order Value \$7,076.00
PCO 042 CE #058 - PR-020 / RFI #116: Vault Fire Dampers Elec. Only \$3,752 (Contingency) Change Order Value \$0.00
PCO 049A CE #062 PR-11R2 Pantry Water Heater \$19,620 (Owner Change) Change Order Value \$19,620
PCO 053 CE #067 - PR-013 R2 Ext Cladding Change App Bay \$23,630 (Owner Change) Change Order Value \$23,630.00
PCO 065 CE #165 - 6007 Additional AVB at Window Openings \$22,230 (Contingency) Change Order Value \$0.00
PCO 070A CE #061 - 7102 Capeway Prem. Time Allowance Draw \$4,900 (Allowance) Change Order Value \$0.00
PCO 071B CE #092 – Sitework Winter Conditions \$18,943 (Contingency) Change Order Value \$0.00
PCO 081 CE #148 - 8081 ASI-036R2 PSB and TH Finish Sch. (\$1,140) (Owner Change) Change Order Value (\$1,140.00)
PCO 082C CE #149 – Revised TMP Drawings 6/27/25 \$13,384 (Owner Change) Change Order Value \$13,384
PCO 086A CE #174 - PR-041 TH Multip Rm 107 Floor Change - (\$1,391) (Owner Change) Change Order Value (\$1,391.00)
PCO 096 CE #144 - 8096 ASI-045 Door Opening & MB Revisions \$2,568 (Owner Change) Change Order Value \$2,568.00
PCO 098 CE #193 - 6016 RFI-337 Shower Modifications \$2,387 (Contingency) Change Order Value \$0.00
PCO 099 6017 CE #189 - PR-049 RFI#418 Decon Showers \$10,301 (Contingency) Change Order Value \$0.00
PCO 100 CE #145 - 8100 RFI #312 Locker Power Rough In Req. \$6,843 (Owner Change) Change Order Value \$6,843.00
PCO 104 8104 CE #212 - RFI #388: CMU Clips at Bar Joists \$19,940 (Contingency) Change Order Value \$0.00
PCO 105 CE #220 - RFI 408 TH Multipurp Sprinkler Removals \$3,748 (Contingency) Change Order Value \$0.00
PCO 118 CE #086 - 7007 - Winter Conditions (Hand Work Items) Allow Draw \$16,076 (Allowance) Change Order Value \$0.00
PCO 119A CE #112 - 7011 Building Wrap for Winter Slab Pours Allow Draw \$42,860 (Allowance) Change Order Value \$0.00
PCO 119B CE #112 - 7011 Building Wrap for Winter Slab Pours Allow Draw \$17,002 (Allowance) Change Order Value \$0.00
PCO 120 CE #092 - 7112 Sitework Winter Conditions Allowance Draw \$3,826 (Contingency) Change Order Value \$0.00
PCO 125 CE #173 - 6032 PR-039 Decon Locker Dryer Vent \$5,703 (Contingency) Change Order Value \$0.00
PCO 126 CE #248 - MELD Generator Gas Line \$132,562 (Owner Change) Change Order Value \$132,562.00
PCO 127 CE #190 - PR-040 PSB Second Floor AV Coord. \$16,874 (Owner Change) Change Order Value \$16,874.00
PCO 128A CE #240 - 8128 PR-066 Additional IT Racks \$3,758 (Owner Change) Change Order Value \$3,758.00
PCO 148 CE #279 - Re-Cutting of Openings in Cell Ceilings \$2,990 (Contingency) Change Order Value \$0.00
PCO 149 CE #280 - RFI-464: PS: Cell TP Holder Location \$3,138 (Contingency) Change Order Value \$0.00
PCO 150 CE #281 – PSB Septic Resizing \$2,620 (Allowance) Change Order Value \$2,620
PCO 151B CE #241 – PR-062 AED Location Changes – Starlite \$5,945 (Contingency) Change Order Value \$0.00
PCO 152A CE #204 - Ledge Removal PSB Holding Tank \$28,968 (Allowance) Change Order Value \$0.00
PCO 152B CE #204 - Ledge Removal PSB Holding Tank \$6,505 (Contingency) Change Order Value \$0.00
PCO 153 8149 CE #211 - RFI#386: PR-006 EV Charger Bollards \$46,169 (Owner Change) Change Order Value \$46,169.00
PCO 154 CE #282 - App Bay Radiant Protection \$18,053 (Contingency) Change Order Value \$0.00
PCO 161A CE #263 – RFI 486 PS Closet Door 188 Door Frame \$375 (Allowance) Change Order Value \$0.00

The Original Contract Sum* was:	\$58,124,797.00
The net change by previously authorized Change Orders:	\$864,941.00
The Contract Sum prior to Change Order was:	\$58,989,738.00
The Contract Sum will be increased/decreased by this Change Order in the amount of:	\$269,952.00
The new Contract Sum including this Change Order will be:	\$59,259,690.00
The Contract Time will be increased by:	Zero (0) days
The new date of Substantial Completion will be:	1/30/2026



W.T. RICH COMPANY

*Includes all previously executed contract amendments

NOTE: This Change Order does not include adjustments to the Contract Sum or Guarantee Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Context Architecture
ARCHITECT

W.T. Rich Company, Inc.
CONTRACTOR

Town of Middleton
OWNER

C. Christopher Logan

Signature

Signature

Signature

C. Christopher Logan

Brian Santos, President

Richard Kassiotis, Select Board Chair

Printed Name & Title

Printed Name & Title

Printed Name & Title

22 August 2025

8/20/2025

Date

Date

Date



W.T. RICH COMPANY

8/5/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO-032R1, CE-037 – Vault Wall Placement Remob. R1**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 032R1** in the **ADD** amount of **\$6,232.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with holding off on the south wall of the vault while the team was waiting for answers on the vault door installation details. The costs are for remobilizing to form and place once details were provided, and shop drawing approved. The vault needed to proceed prior to structural steel starting to allow access to form and place. **These costs will be allocated to CM contingency.**

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

As authorized by the owner or their representative, the work associated with this change has been performed on a time and materials basis. The attached change order price proposal includes the backup documentation from the time and material work performed and verified by the project team in the field. We request your assistance in bringing this matter to a swift conclusion so that the contractor(s) that have performed the work can be compensated in a timely manner.

CM Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 8/5/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/20/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. S. Haack

Town of Middleton

Date: 8.18.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 11 August 2025



5/14/25

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project
105 South Main Street
Middleton, MA 01949

Subject: PCO No. 039A, CE 054 – PR-007R1 Site Lighting Revs.

Dear Brian,

W.T. Rich hereby presents Potential Change Order 039A in the add amount of **\$7,076.00** Griffin Electric has submitted additional costs related to PR-007R1 as their lighting vendor's proposal references the originally issued PR-007 which included a lighting schedule that had the SL4 and SL4A fixtures reversed. Griffin picked this up in their labor and misc. electrical materials cost, but the vendor's quote was incorrect for the fixtures. PCO 039 came before the vendor received the revised PR-007R1. Included costs are only for the delta between the SL4 and SL4A fixtures, (5) fixtures upgrading from SL4 to SL4A. SL4A fixtures have GFCI receptacles, sprinkler and banner accessories. See backup within.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 5/14/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 7/16/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. S. H. H.

Town of Middleton

Date: 7.11.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 7 July 2025



W.T. RICH COMPANY

8/5/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 042R2 - CE #058 - PR-020 RFI-116 Vault Fire Dampers R2 (Electrical Only)**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 042R2** in the ADD amount of **\$3,752.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with PR-020/RFI 116 (electrical only). This includes the change in light fixtures and smoke a fire alarm module for integration with smoke detector within the vault. This PCO does not include any costs associated with vault door concrete wall placement remobilization or any of the drywall scope per PR-20. These costs will be submitted separately. These costs will be allocated to CM Contingency.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with a CM Contingency draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. CM Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 8/5/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/7/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. Sulfrench

Town of Middleton

Date: 8.6.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 5 August 2025



W.T. RICH COMPANY

8/8/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 049A - CE #064: PR-011R2 TH Water Heater Relocation**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 049A** in the **ADD** amount of **\$19,620.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with: PR-011R2 relocating the Pantry Water Heater MP Storage Rm. 106. There have been costs incurred by E. Amanti & Sons for PR-011R1 moving the EWH to the attic. These costs will be handled separately and are not included within.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 8/8/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/20/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. Schuler

Town of Middleton

Date: 8.18.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 11 August 2025



W.T. RICH COMPANY

6/24/25

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project
105 South Main Street
Middleton, MA 01949

Subject: PCO-053R3, CE-067 – PR-013R2 Ext Cladding Change App Bay R3

Dear Brian,

W.T. Rich hereby presents Potential Change Order 053R3 in the add amount of **\$23,630.00**. This cost is for changes per PR-013R2 for the addition of a structural angle, plate and bar joist webs to support masonry at flat roof. There is some roofing removal and rework associated to access the steel deck and reinstall the roofing assembly at this location. This price has been reduced per revision #3 due to Structure SBL being able to procure all steel in the USA as well as proving bar joist reinforcement was not necessary and eliminating associated material and labor.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 6/24/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/6/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. J. Hutchins

Town of Middleton

Date: 7.29.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 15 July 2025



W.T. RICH COMPANY

7/23/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project
105 South Main Street
Middleton, MA 01949

Subject: PCO 065R2, CE 165 – 6007 Additional AVB at Window Openings R2

Dear Brian,

W.T. Rich hereby presents Potential Change Order 065R2 in the add amount of **\$22,230.00**. This cost is from Beacon Waterproofing for additional work and mobilizations to accommodate the AVB at Aluminum Clad windows and the required installation sequencing. Their claim is that they are required to install AVB at each window in (5) sequences but only own (2). Beacon reduced their costs from \$37,970 to \$20,854 after the meeting was held on 4/7/25 with CTX, PCA 360 and WTR. These costs will be allocated to CM Contingency.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with a CM Contingency draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. CM Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 7/23/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/7/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. Sutcliffe

Town of Middleton

Date: 8.6.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 4 August 2025



W.T. RICH COMPANY

7/24/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 070A - CE #061 – 7102 Capeway Prem. Time Allowance Draw**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 070A** in the amount of **\$4,900**. Work included within this proposal includes the premium time labor for roofing. Work was approved to proceed ahead of time and slips are included for backup. **These costs will be drawn from allowance 7102 for Premium Time**. After approval of PCO 070A, there will be \$173,803 left in allowance 7102. This remaining amount includes PCO 070A and those PCOs previously included in CCO's 001-008 but does not consider any pending PCOs that are also allocated to allowance 7102.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an allowance draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. Allowance draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

As authorized by the owner or their representative, the work associated with this change has been performed on a time and materials basis. The attached change order price proposal includes the backup documentation from the time and material work performed and verified by the project team in the field. We request your assistance in bringing this matter to a swift conclusion so that the contractor(s) that have performed the work can be compensated in a timely manner.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 7/24/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/7/25

Town Administrator:

Signature: *[Handwritten Signature]*
Print Name: J. S. V. H. H. H. H.

Town of Middleton

Date: 8.6.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 4 August 2025



6/4/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 071B - CE #092 – Sitework Winter Conditions**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 071B** in the amount of **\$18,943.00**. Work included within this proposal includes providing labor and equipment associated with winter conditions related to sitework activities. PCO 071A used all of the 7112 winter conditions allowance. PCO 071B is the balance of those costs and will be submitted against CM Contingency.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an CM Contingency draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. CM Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 6/4/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 7/8/25

Town Administrator:

Signature: *J. S. H. H. H. H. H.*

Print Name: J. S. H. H. H. H. H.

Town of Middleton

Date: 7.1.25

Architect:
Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 17 June 2025



W.T. RICH COMPANY

6/26/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 081R1 - CE #148: ASI-036R2 PSB and TH Finish Schedules**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 081R1** in the **CREDIT** amount of **\$(1,140.00)**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with: **The changes in flooring types between the finish schedule in the conformed set and the finish schedule issued via ASI-036R2.**

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Justice Reardon

Justice A. Reardon, Assistant Project Manager II.

W.T. Rich Company, Inc.

Date: 6/26/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 7/23/25

Town Administrator:

Signature: *J. Sultzbach*

Print Name: J. Sultzbach

Town of Middleton

Date: 7.23.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 21 July 2025



W.T. RICH COMPANY

8/6/25

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project
105 South Main Street
Middleton, MA 01949

Subject: PCO 082C, CE 149 - Revised TMP Drawings 6-27-25

Dear Brian,

W.T. Rich hereby presents Potential Change Order 082C in the add amount of **\$13,384.00**. This cost is for changes per revised Temporary Traffic Control Plans 8 of 9 and 9 of 9 received from GPI and dated June 27, 2025. Cost includes temporary pavement markings and removal of existing as well as 110LF of ADA wall channelizer required by MassDOT to perform the sidewalk work between the two curb cuts.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 8/6/25

Middleton Building Committee Designer:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/20/25

Town Administrator:

Signature: *J. Sullivan*

Print Name: J. Sullivan

Town of Middleton

Date: 8.18.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 12 August 2025



W.T. RICH COMPANY

6/26/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 086A - CE #174 - PR-041 TH MP Rm 107 Floor Change - Credit for Base**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 086A** in the **CREDIT** amount of **\$(1,391.00)**. Work included within this proposal includes providing a credit for labor, equipment, and materials for the work associated with **rubber base** mistakenly included in original PCO 086. Base in the TH MP Room has always been wood, therefore rubber materials and labor should have not been included in the original PCO 086.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Justice Reardon

Justice A. Reardon, Assistant Project Manager II

W.T. Rich Company, Inc.

Date: 6/26/25

Middleton Building Committee Designee:

Signature: William J. Renault

Print Name: William Renault

Middleton Building Committee

Date: 7/22/25

Town Administrator:

Signature: [Signature]

Print Name: J. Sultbach

Town of Middleton

Date: 7-21-25

Architect:

Signature: C. Christopher Logan

Printed Name: C. Christopher Logan

Context Architecture

Date: 30 June 2025



W.T. RICH COMPANY

6/13/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 096 - CE #144: ASI-045 Door Opening & Markerboard Revisions**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 096** in the **ADD** amount of **\$2,568.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with: **Added marker and tackboards per ASI-045**.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Justice Reardon

Justice A. Reardon, Assistant Project Manager II

W.T. Rich Company, Inc.

Date: 6/13/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 7/16/25

Town Administrator:

Signature: *J. S. Hubach*

Print Name: J. S. Hubach

Town of Middleton

Date: 7.11.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 7 July 2025



W.T. RICH COMPANY

5/20/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project
105 South Main Street
Middleton, MA 01949

Subject: PCO 098 - CE #193 - 6016 RPT 337 Shower Modifications R1

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 098** in the ADD amount of \$2,387.00. Work included within this proposal includes providing labor, equipment, and materials for the work associated with RPT 337 response. (2) Prefab showers ordered and procured per drawings, specs and approved submittals are not returnable. The cost is for (1) Aquarius G3679SH and (1) AQUIG14834SHT with shipping. **These costs will be allocated to CM Contingency.**

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an CM Contingency draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. CM Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W.T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 5/20/25

Town Administrator:

Signature: 

Print Name: J. S. Hebach

Town of Middleton

Date: 7.11.25

Architect:

Signature: C. Christopher Logan

Printed Name: C. Christopher Logan

Context Architecture

Date: 7 July 2025

Middleton Building Committee Designer:

Signature: William J. Renault

Print Name: William Renault

Middleton Building Committee

Date: 7/16/25



W.T. RICH COMPANY

6/25/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project
105 South Main Street
Middleton, MA 01949

Subject: PCO-099R3 - CE-189 - 6017 PR-049 RFI 418 Decon Showers R3

Dear Brian,

W.T. Rich hereby presents Potential Change Order 099R3 in the ADD amount of \$10,301.00. Work included within this proposal includes providing labor, equipment, and materials for the work associated with PR-049 Decon showers. The cost is to provide prefabricated shower units requested. NOTE - we are not anticipating any framing changes. If the units show up and they are different than anticipated, framing rework will be submitted under separate cover. The costs have been updated to include smooth finish on units with no tile pattern as requested. This resulted in added costs. These costs will be allocated to CM Contingency.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with a CM Contingency draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. CM Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 6/24/25

Town Administrator:

Signature:

Print Name:

Town of Middleton

Date:

Architect:

Signature:

Printed Name:

Context Architecture

Date:

Middleton Building Committee Design:

Signature:

Print Name:

Middleton Building Committee

Date:

Signature: C. Christopher Logan

Printed Name: C. Christopher Logan

Context Architecture

Date: 7 July 2025

1075 WORCESTER STREET, SUITE 310 • NATICK, MA 01760
TEL: 517-457-6010 • WEBSITE: WWW.WTRICH.COM



W.T. RICH COMPANY

7/27/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 100R1 - CE #145: RFI #312 Locker Power Rough In Requirements**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 100R1** in the **ADD** amount of **\$6,843.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with: **building and installing of a finished outlet product for the Turnout Gear lockers per RFI #312 response and 7/1/25 coordination meeting with WTR/CTX/GGD.**

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Justice Reardon

Justice A. Reardon, Assistant Project Manager II

W.T. Rich Company, Inc.

Date: 7/27/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/7/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. Sullivan

Town of Middleton

Date: 8.6.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 4 August 2025



7/3/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 104R1 - CE #212 – RFI #388, SSK 021 & 022 CMU Clips at Bar Joists R1**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 104R1** in the **ADD** amount of **\$19,940.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with RFI 388 CMU Clip Detail for Bar Joists and SSK-021 CMU Partition Support @ Bar Joist and SSK-022 CMU Partition Support. There were conditions where CMU walls where required to be braced to structure above could not be completed per drawing details. Additional details were provided to brace at bar joists which resulted in added scope. **These costs will be allocated to CM Contingency.**

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an CM Contingency draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. CM Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 7/3/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/6/25

Town Administrator:

Signature: *J. Suthebach*

Print Name: J. Suthebach

Town of Middleton

Date: 7.22.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 14 July 2025



W.T. RICH COMPANY

7/14/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 105 R1 - CE #220 - RFI 408 TH Multipurpose Rm Sprinkler Branch Line Removal**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 105 R1** in the **ADD** amount of **\$3,748.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with: **the removal of sprinkler branch lines and heads in TH Multipurpose room per RFI #408 response, as they are no longer needed and have been requested to be removed.** These costs will be allocated to CM Contingency.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an CM Contingency draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. CM Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Justice Reardon

Justice A. Reardon, Assistant Project Manager II

W.T. Rich Company, Inc.

Date: 7/14/25

Middleton Building Committee Designee:

Signature: William J. Renault

Print Name: William Renault

Middleton Building Committee

Date: 8/6/25

Town Administrator:

Signature: [Signature]

Print Name: J. S. Herbert

Town of Middleton

Date: 7.29.25

Architect:

Signature: C. Christopher Logan

Printed Name: C. Christopher Logan

Context Architecture

Date: 14 July, 2025



W.T. RICH COMPANY

6/26/2025
PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche
Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 118 - CE #086: 7007- Winter Conditions (Hand Work Items) Allowance Draw**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 118** in the **ADD** amount of **\$16,076.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with **winter conditions work associated with allowance 7007- Winter Conditions (Hand Work Items)** that took place over the winter of '24/'25 as previously discussed and notified when the work was taking place. This is only for the 2024-2025 winter conditions season.

These costs will be allocated to allowance **7007- Winter Conditions (Hand Work Items)**. After acceptance of **PCO 118**, there will be **\$7,694.00** remaining in Allowance 7007. This remaining amount includes **PCO 118** and those PCOs previously included in **OCO's 001-006** but does not consider any pending PCOs that are also allocated to allowance 7007.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

As authorized by the owner or their representative, the work associated with this change has been performed on a time and materials basis. The attached change order price proposal includes the backup documentation from the time and material work performed and verified by the project team in the field. We request your assistance in bringing this matter to a swift conclusion so that the contractor(s) that have performed the work can be compensated in a timely manner.

An extension of contract time of 0 days is requested as part of the executed Change Order. Acceptance of this Change Order constitutes a modification to our Contract and addition of time to the overall project schedule. The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Justice Reardon

Justice A. Reardon, Assistant Project Manager II

W.T. Rich Company, Inc.

Date: 6/26/25

MIDDLETON BUILDING COMMITTEE DESIGNEE:

Signature: William J Renault

Print Name: William Renault
Middleton Building Committee

Date: 8/6/25

TOWN ADMINISTRATOR:

Signature: [Signature]

Print Name: J. S. Hubbard

Town of Middleton

Date: 7.29.25

ARCHITECT:

Signature: C. Christopher Logan

Print Name: C. Christopher Logan
Context Architecture

Date: 29 July 2025



W.T. RICH COMPANY

6/26/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche
Reference: Middleton Municipal Complex Project
105 South Main Street
Middleton, MA 01949

Subject: PCO 119A - CE #112: 7011 (Building Wrap for Winter Slab Pours) Allowance Draw

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 119A** in the **ADD** amount of **\$42,860.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with **winter conditions work associated with allowance 7011- (Building Wrap for Winter Slab Pours)** that took place over the winter of '24/'25 as previously discussed and notified when the work was taking place. This is only for the **2024-2025 winter conditions season**.

These costs will be allocated to allowance **7011- Winter Conditions ((Building Wrap for Winter Slab Pours))**. After acceptance of **PCO 119A**, there will be **\$2,140.00** remaining in Allowance **7011**. This remaining amount includes **PCO 119A** and those PCOs previously included in OCO's **001-006** but does not consider any pending PCOs that are also allocated to allowance **7011**.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

As authorized by the owner or their representative, the work associated with this change has been performed on a time and materials basis. The attached change order price proposal includes the backup documentation from the time and material work performed and verified by the project team in the field. We request your assistance in bringing this matter to a swift conclusion so that the contractor(s) that have performed the work can be compensated in a timely manner.

An extension of contract time of 0 days is requested as part of the executed Change Order. Acceptance of this Change Order constitutes a modification to our Contract and addition of time to the overall project schedule. The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Justice Reardon

Justice A. Reardon, Assistant Project Manager II

W.T. Rich Company, Inc.

Date: 6/26/25

MIDDLETON BUILDING COMMITTEE DESIGNEE:

Signature: William J Renault

Print Name: William Renault

Middleton Building Committee

Date: 8/7/25

TOWN ADMINISTRATOR:

Signature: [Signature]

Print Name: J. Sultana

Town of Middleton

Date: 7.29.25

ARCHITECT:

Signature: C. Christopher Logan

Print Name: C. Christopher Logan

Context Architecture

Date: 29 July 2025



W.T. RICH COMPANY

6/23/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche
Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 119B - CE #112: 7011 (Building Wrap for Winter Slab Pours) Allowance Draw**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 119B** in the **ADD** amount of **\$17,002.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with winter conditions work associated with allowance 7011- (Building Wrap for Winter Slab Pours) that took place over the winter of '24/'25 as previously discussed and notified when the work was taking place. **These costs will be allocated to CM Contingency as Allowance 7011 has been utilized.**

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

As authorized by the owner or their representative, the work associated with this change has been performed on a time and materials basis. The attached change order price proposal includes the backup documentation from the time and material work performed and verified by the project team in the field. We request your assistance in bringing this matter to a swift conclusion so that the contractor(s) that have performed the work can be compensated in a timely manner.

An extension of contract time of 0 days is requested as part of the executed Change Order. Acceptance of this Change Order constitutes a modification to our Contract and addition of time to the overall project schedule. The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 6/23/25

Middleton Building Committee Designee:
Signature: *William J Renault*
Print Name: William Renault

Middleton Building Committee

Date: 8/7/25

Town Administrator:

Signature: *[Signature]*
Print Name: J. J. Hirsch

Town of Middleton

Date: 7-20-25

Architect: *C. Christopher Logan*
Signature: C. Christopher Logan
Printed Name: C. Christopher Logan

Context Architecture

Date: 29 July 2025



W.T. RICH COMPANY

6/26/2025

PCA360

75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project
105 South Main Street
Middleton, MA 01949

Subject: PCO 120 - CE #092: 7112 Sitework Winter Conditions (Excavation, Frost, Snow) Allowance Draw
(Overage to be applied to CMC)

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 120** in the **ADD** amount of **\$3,826.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with **winter conditions work associated with allowance 7112 - Sitework Winter Conditions (Excavation, Frost, Snow)** that took place over the winter of '24/'25 as previously discussed and notified when the work was taking place. This is only for the 2024-2025 winter conditions season. Allowance 7112 has been exceeded, therefore these costs will be allocated to CM Contingency.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

As authorized by the owner or their representative, the work associated with this change has been performed on a time and materials basis. The attached change order price proposal includes the backup documentation from the time and material work performed and verified by the project team in the field. We request your assistance in bringing this matter to a swift conclusion so that the contractor(s) that have performed the work can be compensated in a timely manner.

An extension of contract time of 0 days is requested as part of the executed Change Order. Acceptance of this Change Order constitutes a modification to our Contract and addition of time to the overall project schedule. The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Justice Reardon

Justice A. Reardon, Assistant Project Manager II

W.T. Rich Company, Inc.

Date: 6/26/25

MIDDLETON BUILDING COMMITTEE DESIGNEE:

Signature: *William J Renault*

Print Name: William Renault
Middleton Building Committee

Date: 8/7/25

TOWN ADMINISTRATOR:

Signature: *[Signature]*

Print Name: J. Sultzbach

Town of Middleton

Date: 7.29.25

ARCHITECT:

Signature: *C. Christopher Logan*

Print Name: C. Christopher Logan
Context Architecture

Date: 29 July 2025



7/14/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO-125R1, CE-173 - PR-039 Decon Lockers Dryer Vent**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 125R1** in the **ADD** amount of **\$5,703.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with **PR-039** and **RFI-398** to add dryer vent for dryer at Decon Lockers 167. These costs will be allocated to CM Contingency.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an CM Contingency draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. CM Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 7/14/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/6/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. Sullivan

Town of Middleton

Date: 7.29.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 15 July 20225



W.T. RICH COMPANY

7/29/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO-126R1, CE-248 - MELD Generator Gas Line R1**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 126R1** in the **ADD** amount of **\$132,562.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with installing gas line for MELD Generator from meter by others to the generator by others and per specifications received from PCA 360 and prepared by Cornerstone Energy Services for PLM Electric Power Engineering for the Middleton Generator Project. Specification CS-25285 dated 6/13/25 and revised on 6/23/25 and Drawings dated 6/11/25 and revised on 6/23/25. Referenced drawings and specifications are included within. Excavation costs included cutting and patching of new asphalt binder. All Electrical and anode work associated is excluded at this time. Phase 1 and 2 scopes are included such that they both occur will WTR, EAS and J. Derenzo are still mobilized and actively working on existing project scope.

Exclusions apply per subcontractor proposals within which include, Anode Wiring, Material and Installation, 3rd party testing, All Work associated with E-6000, Generator, Gas Meter and pads, Mass DOT requirements, premium time, Police details required for any MassDOT work. Applying for and obtaining required permits are included but costs of any permits is not. No costs expected as this is a town project.

Also excludes C-5000 "Shallow Trench Detail" and associated concrete and reinforcing. It is assumed the "Preferred Trench Detail" will be used exclusively. Excludes ledge removal, association with completion for certificate of occupancy, startup of generator and any commissioning. Startup and testing of generator are by others. Excludes gas line from Rt 114 to the meter which is by NGrid. "Proposed bollards" shown in black on sheet M-3000 are fully excluded as they are not coordinated with the existing scope bollards in terms of location and quantity. Any purging of the gas line and meter work associated with generator startup is excluded and assumed to be by the Generator sub.

The gas line is shown very close to the extended concrete curb. Any alterations to the concrete curb which is by Marguerite concrete is excluded. WTR will try to avoid this area any impacts as best possible.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

An extension of contract time is TBD. Schedule impacts will not be known until the release of this scope of work and impacts further evaluated based on that time. The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

**To be billed directly to MELD. See attached MOV on last page. JS*



W.T. RICH COMPANY

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 7/29/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/6/25

Town Administrator:

Signature:

Print Name:

Town of Middleton

Date: 7.29.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 29 July 2025



W.T. RICH COMPANY

7/24/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO-127R1, CE-190 - PR-040.1 2nd Fl. AV Coordination**
Dear Brian,

W.T. Rich hereby presents **Potential Change Order 127R1** in the ADD amount of **\$16,874.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with PR-040.1.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 7/24/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/18/25

Town Administrator:

Signature: *J.S. Haddad*

Print Name: J.S. Haddad

Town of Middleton

Date: 8-18-25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 11 August 2025



W.T. RICH COMPANY

6/27/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 128A - CE #240: PR-066 Additional IT Racks - Griffin**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 128A** in the **ADD** amount of **\$3,758.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with **added IT racks per PR-066**.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, **no changes** will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Justice Reardon

Justice A. Reardon, Assistant Project Manager II

W.T. Rich Company, Inc.

Date: 6/27/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 7/24/25

Town Administrator:

Signature: *J. Silfverberg*

Print Name: J. Silfverberg

Town of Middleton

Date: 7.25.24

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 14 July 2025



W.T. RICH COMPANY

7/24/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO No.148 - CE #279 Re-Cutting of Openings in Cell Ceilings**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 148** in the **ADD** amount of **\$2,990.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with: **the re-cutting of MEP diffuser openings in the cell ceilings. Quinn iron was directed to cut the openings per the approved diffuser product data size, but once E. Amanti was consulted further, it was discovered that in order to install the diffusers, the openings needed to be cut larger than what Quinn was originally directed to do.** These costs will be allocated to CM Contingency.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an CM Contingency draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. CM Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Justice Reardon

Justice A. Reardon, Assistant Project Manager II

W.T. Rich Company, Inc.

Date: 7/24/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/7/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. Sultbach

Town of Middleton

Date: 8.6.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 4 August 2025



7/24/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 149, CE 280 RFI 464 PS Cell TP Holder Location**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 149** in the **ADD** amount of **\$3,138.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with RFI-464 response. The TP holder for the ADA cell falls within the cell door frame. The ADA requirements are strict and TP holder must be between 7 and 9 inches off the nose of the water closet. The team looked at moving the door frame which set in masonry but the door frame would need to be shifted all the way back to the perpendicular wall and would not allow the door to fully open with the specified hardware. The team also looked at shifting the fixture further back but this would be out of compliance with the 5'-0" wheelchair radius and the 18" max for TP holder from water closet to TP holder. The only option left is to order a new mirrored fixture. CTX to verify that new fixture and location meet ADA requirements. Fixture will not be ordered until PCO approval and verification of ADA requirements. **These costs will be applied to CM Contingency.**

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an CM Contingency draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. CM Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 7/24/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/7/25

Town Administrator:

Signature: *J. S. H. H. H. H. H.*

Print Name: J. S. H. H. H. H. H.

Town of Middleton

Date: 8.6.25

Architect: *C. Christopher Logan*

Signature: C. Christopher Logan

Printed Name: C. Christopher Logan

Context Architecture

Date: 4 August 2025



W.T. RICH COMPANY

7/24/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 150, CE 281 - PSB Septic Resizing**
Dear Brian,

W.T. Rich hereby presents **Potential Change Order 150** in the **ADD** amount of **\$2,620.00**. Work included within this proposal includes providing materials for the work associated with submittal 333000-3-2 Septic Tank Shop Drawings Rev 02_CTX Review and providing a resized septic tank to work within the site constraints. The specified tank by Shea Precast is considered proprietary and was not available as a package with equipment. Changing the size also required buoyancy calculations for the new size. These costs are also included.

These costs will be drawn from allowance 7114 for Civil Utility Coordination. After approval of PCO 150, there will be \$57,380 left in allowance 7114. This remaining amount includes PCO 150 and those PCOs previously included in CCO's 001-008 but does not consider any pending PCOs that are also allocated to allowance 7114.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an allowance draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. Allowance draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

As authorized by the owner or their representative, the work associated with this change has been performed on a time and materials basis. The attached change order price proposal includes the backup documentation from the time and material work performed and verified by the project team in the field. We request your assistance in bringing this matter to a swift conclusion so that the contractor(s) that have performed the work can be compensated in a timely manner.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 7/24/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Date: 8/20/25

Town Administrator:

Signature: *[Signature]*

Print Name: *J. Sutogel*

Town of Middleton

Date: 8.18.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan



W.T. RICH COMPANY

8/8/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 151B - CE #241 - PR-062 AED Location Changes - Starlite AED Change**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 151B** in the **ADD** amount of **\$5,945.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with: **the PR-062 direction to change AED quantity and model**. These costs will be allocated to CM Contingency.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an CM Contingency draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. CM Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Justice Reardon

Justice A. Reardon, Assistant Project Manager II

W.T. Rich Company, Inc.

Date: 8/8/25

Middleton Building Committee Designee:

Signature: William J. Renault

Print Name: William Renault

Middleton Building Committee

Date: 8/20/25

Town Administrator:

Signature: [Signature]

Print Name: J. S. V. #1000

Town of Middleton

Date: 8.18.25

Architect:

Signature: C. Christopher Logan

Printed Name: C. Christopher Logan

Context Architecture

Date: 11 August 2025



W.T. RICH COMPANY

7/24/2024

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project
105 South Main Street
Middleton, MA 01949

Subject: PCO 152A, CE 204 – 7117 – Ledge at PSB Holding Tank

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 152A** in the add amount of **\$28,968.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with removal of additional ledge at the PSB holding tank in the courtyard. This work proceeded on T&M. These costs will be allocated to allowance 7117 "Unsuitable Soils". After acceptance of PCO 152A there will be \$0.00 remaining in Allowance 7117. This remaining amount includes PCO 152A and those PCOs previously included in CCO's 001-008 but does not consider any pending PCOs that are also allocated to allowance 7117.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an allowance draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. Allowance draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

As authorized by the owner or their representative, the work associated with this change has been performed on a time and materials basis. The attached change order price proposal includes the backup documentation from the time and material work performed and verified by the project team in the field. We request your assistance in bringing this matter to a swift conclusion so that the contractor(s) that have performed the work can be compensated in a timely manner.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matt Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 7/24/24

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Date: 8/7/25

Town Administrator:

Signature: *J. Sutcliffe*

Print Name: J. Sutcliffe

Town of Middleton

Date: 8.6.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture



W.T. RICH COMPANY

7/24/2024

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: Middleton Municipal Complex Project
105 South Main Street
Middleton, MA 01949

Subject: PCO 152B, CE 204 – 6035 – Ledge at PSB Holding Tank

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 152B** in the add amount of **\$6,505.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with removal of additional ledge at the PSB holding tank in the courtyard. This work proceeded on T&M. These costs will be allocated to CM Contingency.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with a CM Contingency draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

As authorized by the owner or their representative, the work associated with this change has been performed on a time and materials basis. The attached change order price proposal includes the backup documentation from the time and material work performed and verified by the project team in the field. We request your assistance in bringing this matter to a swift conclusion so that the contractor(s) that have performed the work can be compensated in a timely manner.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matt Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 7/24/24

Middleton Building Committee-Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/7/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. Silva

Town of Middleton

Date: 8.6.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: _____

Context Architecture

Date: _____



W.T. RICH COMPANY

7/25/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 153 - CE #211: RFI-386, PR-006 Added EV Charger Bollards**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order 153** in the **ADD** amount of **\$46,169.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with RFI-186 and PR-006 and the addition of (26) bollards in front of EV charging stations. This scope was originally excluded in PR-006 proposal as the scope was not clear and was further clarified in RFI-006 and SKA-001. The proposal includes furnish and install of the additional bollards and associated painting. Flatwork scope is not included at this time and if there are any impacts, these will be submitted separately.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, no changes will commence until a written approval authorizing the change is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work.

The Potential Change Order Proposal is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 7/25/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/11/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. S. H. H. H.

Town of Middleton

Date: 8.6.25

Architect:

Signature: *C. Christopher Logan*

Printed Name: C. Christopher Logan

Context Architecture

Date: 4 August 2025



W.T. RICH COMPANY

7/24/2025

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 154, CE 282 - App Bay Radiant Protection**
Dear Brian,

W.T. Rich hereby presents **Potential Change Order 154** in the **ADD** amount of **\$18,053.00**. Work included within this proposal includes providing materials, equipment and labor to add WWF to the App Bay SOD in order to properly protect the radiant heating cables and pour the slab. The WWF is a betterment to slab and project. Marguerite Concrete is looking to be reimbursed for these costs. **These costs will be draw from CM Contingency.**

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with a contingency draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. Contingency draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

An extension of contract time is not required as part of the executed Change Order. The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Matthew Gustin

Matthew Gustin, Project Manager

W.T. Rich Company, Inc.

Date: 7/25/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/7/25

Town Administrator:

Signature: *J. S. H. H. H.*

Print Name: J. S. H. H. H.

Town of Middleton

Date: 8.6.25

Architect: *C. Christopher Logan*

Signature:

Printed Name: C. Christopher Logan

Context Architecture

Date: 29 July 2025



W.T. RICH COMPANY

8/7/25

PCA360
75 Second Ave, Suite 305
Needham, MA 02494

Attention: Brian LaRoche

Reference: **Middleton Municipal Complex Project**
105 South Main Street
Middleton, MA 01949

Subject: **PCO 161A R1 - CE #263 - RFI #486 - PS Closet 188 Door Frame Conflict - O'Connor Costs**

Dear Brian,

W.T. Rich hereby presents **Potential Change Order No. 161A R1** in the **ADD** amount of **\$375.00**. Work included within this proposal includes providing labor, equipment, and materials for the work associated with O'Connor's cost to replace door frame P188 per RFI#486 response. A new door frame was needed for this room because the original door frame size wouldn't fit with the structural steel in the way.

These costs will be allocated to allowance 7110, **Door Hardware**. After acceptance of **PCO 161A R1**, there will be **\$38,530.00** remaining in Allowance 7110. This remaining amount includes **PCO 161A R1** and those PCOs previously included in **OCO's 001-008** but does not consider any pending PCOs that are also allocated to allowance 7110.

W.T. Rich certifies that the attached proposal has been reviewed for validity; contains accurate and complete supporting backup in conjunction with the design change documents; and is being made in good faith to the best of our knowledge, presenting only those costs for which we believe the Owner is liable for.

Per the General Conditions of the Contract, work associated with an allowance draw will not commence until a written approval authorizing the draw is received by W.T. Rich. We request your assistance in bringing this matter to a swift conclusion to avoid delays to the progress of work. Allowance draws will be from funds that are already incorporated into the GMP and this approval does not represent an increase in the GMP Value.

The PCO is valid for thirty days. In the event you should have any questions or require any additional information, please do not hesitate to contact me.

W. T. RICH COMPANY, INC.

Justice Reardon

Justice A. Reardon, Assistant Project Manager II

W.T. Rich Company, Inc.

Date: 8/7/25

Middleton Building Committee Designee:

Signature: *William J. Renault*

Print Name: William Renault

Middleton Building Committee

Date: 8/20/25

Town Administrator:

Signature: *[Signature]*

Print Name: J. Sullivan

Town of Middleton

Date: 8.18.25

Architect:

Signature: C. Christopher Logan

Printed Name: C. Christopher Logan

Context Architecture

Date: 11 August 2025

AMENDMENT NO. 21 To CONTRACT

18 August 2025

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 to provide an additional ten landscape
and five civil site visits to the Middleton Municipal Campus
site at the request of WT Rich.

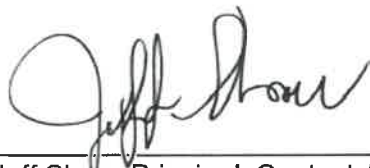
The adjustment to fees covered by this Amendment is as
follows:

Bohler Engineering Fee:	\$ 15,000.00
CTX 10% Mark-up	\$ 1,500.00
Context Architecture Fee:	\$ 5,700.00
Total	\$ 22,200.00

AMENDMENT NO.1 FEE	\$ 1,663.00
AMENDMENT NO.2 FEE	\$ 4,620.00
AMENDMENT NO.3 FEE	\$ 9,790.00
AMENDMENT NO.4 FEE	\$ 4,400.00
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



AMENDMENT NO.11 FEE	\$ 3,630.00
AMENDMENT NO.13 FEE	\$ (35,000.00)
AMENDMENT NO.14 FEE	\$ 1,100.00
AMENDMENT NO.15 FEE	\$ 2,845.00
AMENDMENT NO.16 FEE	\$ 10,450.00
AMENDMENT NO.17 FEE	\$ 5,830.00
AMENDMENT NO.18 FEE	\$ 1,980.00
AMENDMENT NO. 19 FEE	\$ 2,464.00
AMENDMENT NO. 20 FEE	\$ Not Issued
AMENDMENT NO. 21 FEE	\$ 22,200.00



ARCHITECT

Jeff Shaw, Principal, Context Architecture, Inc.

TOWN OF MIDDLETON

Brian Cresta, Chair, Select Board

File: 2204.00: A/O Contract



CHANGE ORDER AGREEMENT

Client: Context Architecture, Inc.
Contract Date: September 13, 2022
Bohler Project# M221004
Change Order Date: July 18, 2025
Project Name: Proposed Municipal Complex
Project Address: 105 South Main Street
Middleton, Massachusetts

Consultant: Bohler Engineering MA, LLC
Contract Rev. date (if applicable):

Context Architecture, Inc. and Bohler Engineering MA, LLC entered into a Professional Engineering Services Agreement on the 13th 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:

PHASE 780 – Additional Civil & LA Construction Administration Budget Increase= \$30,000

The initial contract estimated a substantial completion date of June 2025. Our current understanding is that the end of sitework is slated through **December 2025**. As such, we recommend increasing the budget which would provide for approximately \$6,000 (or approximately 20-25 hours of staff effort) per month to cover additional Construction Administration requests. The provided budget is anticipated to include continued review of contractor submittals, RFI's correspondence, and project administration. Our efforts will be billed on a time and material basis.

PHASE 785 – Additional Construction Administration Site Visits Budget Increase= \$15,000

Our current understanding is that the site contractor has requested an additional ten (10) landscape architecture site visits and five (5) additional civil site visits, beyond the remaining site visits within the current contract. These inspections consist of travel, on-site observations, and preparation of a field report. We have budgeted \$1,000 to cover the cost of each site visit. Our efforts will be billed on a time and material basis.

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: Timothy Hayes, P.E.
Title: Associate
Date: 7/18/25

AMENDMENT NO. 22 TO CONTRACT

19 August 2025

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 to provide additional civil engineering services to layout a new path from the TH/CC building to the path in the Town Green as well as modifications to the Town Green grading to lessen the slope including relocating the proposed pathway connection and the gazebo.

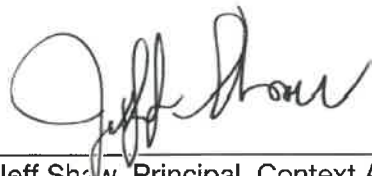
The adjustment to fees covered by this Amendment is as follows:

Bohler Engineering Fee:	\$ 8,500.00
CTX 10% Mark-up	\$ 850.00
Context Architecture Fee:	\$ 2,800.00
Total	\$ 12,150.00

AMENDMENT NO.1 FEE	\$ 1,663.00
AMENDMENT NO.2 FEE	\$ 4,620.00
AMENDMENT NO.3 FEE	\$ 9,790.00
AMENDMENT NO.4 FEE	\$ 4,400.00
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
AMENDMENT NO.11 FEE	\$	3,630.00
AMENDMENT NO.13 FEE	\$	(35,000.00)
AMENDMENT NO.14 FEE	\$	1,100.00
AMENDMENT NO.15 FEE	\$	2,845.00
AMENDMENT NO.16 FEE	\$	10,450.00
AMENDMENT NO.17 FEE	\$	5,830.00
AMENDMENT NO.18 FEE	\$	1,980.00
AMENDMENT NO. 19 FEE	\$	2,464.00
AMENDMENT NO. 20 FEE	\$	No Issued
AMENDMENT NO. 21 FEE	\$	22,200.00
AMENDMENT NO. 22 FEE	\$	12,150.00



ARCHITECT

Jeff Shaw, Principal, Context Architecture, Inc.

TOWN OF MIDDLETON

Brian Cresta, Chair, Select Board

File: 2204.00: A/O Contract





Jackie Bresnahan

From: Scott Fitzpatrick
Sent: Wednesday, August 27, 2025 2:40 PM
To: Justin Sultzbach
Cc: Jackie Bresnahan; Lisa Brown
Subject: RE: Liquor License Violation Updates

Below are the updates of the violations at Vinum and Richdale as of 8/27/25

232 South Main St. - Vinum Wine:

Failed inspection on 8/7/25 for the following reasons:

1. The mechanical equipment installed for the refrigeration was different then the equipment specified on the engineered drawings submitted for the permit application.
2. The structural reinforcement for the condenser on the roof on specified by the engineer on the engineered drawings submitted for the permit application was not installed.

No resinpection has been requested as of this afternoon.

152 South Main St. - Richdale:

The property owner has stepped in to resolve the violations. All permits have been issued. Inspection is scheduled for 8/28/25.

We have also issued a Stop Work Order for the liquor store under construction at 223 Maple St. The owner was proceeding with work beyond the original scope and permit issued.

Thank you,

Scott M. Fitzpatrick

Building Commissioner
Town of Middleton
195 North Main Street
Middleton, MA 01949
978-777-2850

From: Scott Fitzpatrick
Sent: Friday, August 1, 2025 10:29 AM
To: Justin Sultzbach <justin.sultzbach@middletonma.gov>
Subject: Liquor License Violation

232 South Main St. Vinum Wine:

Sign:

- Illegal Sign has been removed with proper permits. A penalty fee was assessed for the work without a permit

Walk-in Cooler:

- Required construction documents were finally provided 7/28/25
- Building permit was issued 7/31/25. A penalty fee was assessed for the work without a permit
- Electrical Permit was issued 7/31/25. A penalty fee was assessed for the work without a permit
- Mechanical Permit is still pending, the contractor provided a Massachusetts Refrigeration License that expire 8/6/24
-

Once all permits have been issued the contractors will be required to perform any remedial work required and schedule inspections of the work performed.

152 South Main St.:

- Incomplete construction documents
- No current Building Permit application, last contractor withdrew
- Mechanical Permit, applicant provided no construction documents and a Massachusetts Refrigeration License that expire 8/6/24
- Electrical Permit, applicant provided no construction documents

Thank you,

Scott M. Fitzpatrick
Building Commissioner
Town of Middleton
195 North Main Street
Middleton, MA 01949
978-777-2850



OFFICE OF THE TOWN ADMINISTRATOR

Town of Middleton
Memorial Hall
48 South Main Street
Middleton, MA 01949-2253
978-777-3617

www.middletonma.gov
justin.sultzbach@middletonma.gov



September 2, 2025

Joint Committee on Municipalities and Regional Government
Massachusetts State House, 24 Beacon St.
Boston, MA, 02108

Via electronic mail

Dear Honorable Committee members,

First and foremost, thank you for your continued advocacy for municipalities across the Commonwealth.

Today, we are writing in support of House Bill 4399, *An Act further amending the charter of the town of Middleton*. This bill provides for necessary and thoughtful amendments to our Charter and is the culmination of four years of work by our Charter Review Committee.

This was the first comprehensive review since our Charter was adopted in 1974. The amendments were the result of meticulous study and broad collaboration to modernize the Charter. Important changes were made to ensure continued compliance with updated General Laws and to emulate best practices of similar communities. Town Meeting unanimously endorsed these amendments and authorized the Select Board to submit a Home Rule Petition for their enactment.

We appreciate your support as we work to ensure our Charter remains working for our town. Thank you for your time and consideration of House Bill 4399. We look forward to future collaborations.

Sincerely,

Brian M. Cresta
Chair, Select Board

Debbie Carbone
Clerk, Select Board

Jeffrey P. Garber
Select Board

Richard Kassiotis
Select Board

Kosta E. Prentakis
Select Board

Justin Sultzbach
Town Administrator



Form Center

By signing in or creating an account, some fields will auto-populate with your information.

Appointment Form 2025 (New and Reappointment)

Sign in to Save Progress

First Name*

Paula

Last Name*

Fee

Board/Commission/Committee*

Cultural Council

Other Committee

Response*

I would like to be new!

Email Address*

Hannafee@comcast.net

Best Contact Phone Number*

Address*

City*

Middleton

State*

MA

Zip Code*

01949

Resume Upload for New Applicants

no...d

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I agree.

Electronic Signature*

Paula E. Fee



Receive an email copy of this form.

Email address

Hannafee@comcast.net

This field is not part of the
form submission.

Submit

Submit and Print

* indicates a required field





From: noreply@civicplus.com
To: [Jackie Bresnahan](#); [Shantel Bambury](#)
Subject: [EXTERNAL] - Online Form Submittal: Appointment Form 2025 (New and Reappointment)
Date: Sunday, July 27, 2025 12:54:11 PM

[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 2025 (New and Reappointment)

First Name	Richard
Last Name	Gilman
Board/Commission/Committee	Cultural Council
Other Committee	<i>Field not completed.</i>
Response	Yes-I would like to be re-appointed
Email Address	
Best Contact Phone Number	
Address	
City	Middleton
State	Ma
Zip Code	01949
Resume Upload for New Applicants	<i>Field not completed.</i>
Electronic Signature Agreement	I agree.
Electronic Signature	Richard Gilman

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



Jackie Bresnahan

From: Matthew Armitage
Sent: Wednesday, August 27, 2025 10:22 AM
To: Jackie Bresnahan
Subject: Re appointment of David Arathuzik as reserve officer

Good morning, Jackie,

Thank you for reserving us a spot on the next select board agenda. The police department respectfully requests the select board appoint retired Detective Sergeant David Arathuzik as a reserve officer with the department. As all are aware, Det Sgt Arathuzik retired in July as a full-time officer after 31 years with the department. We would like to bring him back as a reserve officer so that he remains part of the team.

Thank you,

Capt Armitage

Captain Matthew Armitage
Middleton Police Department
65 North Main Street
Middleton, MA 01949
p: 978-774-4424 x 1408
f: 978-774-4466



TOWN OF MIDDLETON

REQUEST FOR PROPOSALS

For the

Disposition of Real Property
(Former Police Station)

At 65 North Main Street
Parcel ID: Map 17, Lot 96
Middleton, MA 01949

DRAFT

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**REQUEST FOR PROPOSALS
REAL ESTATE DISPOSITION TOWN OF MIDDLETON
MIDDLETON, MASSACHUSETTS 01949**

Sealed proposals will be received at the Office of the Town Administrator, Town Hall, 48 S. Main Street, Middleton, Massachusetts 01949 until Wednesday, October 29th, 2025 at 12:00pm noon, at which time and place they will be publicly opened and read aloud for furnishing the following to the Town of Middleton:

The Town of Middleton, Massachusetts is seeking proposals for the disposition of a property owned by the Town of Middleton, consisting of 1.0 acres at 65 North Main Street in Middleton MA.

A proposal will remain in effect for a period of 120 calendar days from the deadline for submission of proposals or until it is formally withdrawn, a lease or land disposition agreement is executed, or this RFP is cancelled, whichever occurs first.

Copies of the Request for Proposals may be obtained at the Office of the Town Administrator on and after Wednesday, October 1st, 2025, between the hours of 9:00 A.M. and 5:00 P.M.

The successful offeror must be an Equal Opportunity Employer.

Offerors may correct, modify, or withdraw proposals prior to the proposal opening. An offeror who wishes to withdraw a proposal must make the request in writing. Any corrections or modifications to a proposal must be submitted in writing. Corrections or modifications must be in a sealed envelope when submitted.

The Town of Middleton reserves the right to reject any or all proposals, waive any informality in the proposal process, and accept the proposal deemed to be in the best interest of the Town.

Seven (7) copies of the proposal must be delivered in a sealed package, plainly marked "RFP for Real Estate Disposition 65 North Main Street" and addressed to Justin Sultzbach, Town Administrator, Town of Middleton, Town Hall, 48 S. Main Street, Middleton, MA 01949. **All proposals require a refundable deposit in the form of a certified check or money order made payable to the Town of Middleton in the amount of five percent of the proposed purchase price.** Deposits of proposers not selected shall be refunded.

Proposals must be received in the Town Administrator's Office by 12:00pm noon on Wednesday, October 29th, 2025. Delivery to any other location within Town Hall or other location shall not satisfy this requirement.

SUBMISSION REQUIREMENTS

All proposals must be submitted in a sealed envelope and/or package clearly labeled with the following three items:

1. Title: PROPOSAL FOR DISPOSITION OF REAL PROPERTY
Middleton, MA
65 North Main Street
MAP DESCRIPTION:
Parcel ID: Map 17, Lot 96
2. From: NAME AND ADDRESS OF PROPOSER
3. To: Town of Middleton
Justin Sultzbach, Town Administrator
48 S. Main Street
Middleton, MA 01949

The Submission Deadline is:

12:00pm noon (Local time)
Wednesday, Oct. 29th, 2025
Town Administrator's Office Town Hall
48 S. Main Street, Middleton, MA 01949

Timely delivery of a proposal at the location designated shall be the responsibility solely of the Proposer. Proposals received after this time will not be considered. The Town assumes no responsibility for delivery made or attempted to be made outside of regular business hours. The Town will not accept a bid delivered by telephonic, electronic or facsimile means.

All proposals must contain the following:

- A. Description of Proposer
- B. Address of Proposer
- C. Authorization to Submit Proposal (if applicable) (See Exhibit C)
- D. Certified Check for five percent of Proposal Price as deposit
- E. Written and Numerical Statement of Proposal Price
- F. Certificate of Non-Collusion (See Exhibit A)
- G. MGL Chapter 62C sec 49A Cert of Tax Compliance (See Exhibit B)
- H. Certificate of Authority (See Exhibit D)
- I. MGL Chapter 7C sec 38 Disclosure of Beneficial Interest (See Exhibit E)
- J. Submission of Highest and Best Use Narrative & Price Proposal

CONTRACT TERMS AND CONDITIONS

The following terms and conditions will apply to the sale of the property described within this Request for Proposals:

1. The sale of the property is subject to review and recommendation by the Town Administrator and by an evaluation committee consisting of Town officials. The sale of the property is subject to the provisions of G.L. Chapter 30B and any/all other applicable state/local provisions. The Middleton Select Board must approve the disposition of the property.
2. The Town has determined that the minimum price it will accept for the property is \$1,000,000. Proposals that do not meet this threshold will not be considered.
3. The selected Buyer must execute a Purchase and Sale Agreement with the Town of Middleton in substantially the same form as is attached hereto as Exhibit F within thirty days of notice by the Town of the award to the selected Buyer. An additional fifteen percent deposit (20% total deposit amount) must be submitted to the Town at the time of execution of the Purchase and Sales Agreement. The Town reserves the right to waive or extend this deadline as it sees fit.
4. The selected Buyer must purchase the property in accordance with the terms and conditions of the Purchase and Sale Agreement.
5. The selected Buyer agrees to buy the property "AS IS" and agrees to be solely responsible for obtaining any and all permits, approvals, waivers, releases, or any other requirements necessary to use or develop the property. The Buyer shall be solely responsible at its sole cost and expense for its own inspection of and due diligence on the property.
6. No real estate broker's commission shall be paid by the Town. Any proposer using the services of a real estate broker in connection with this RFP shall be solely responsible for the payment of any commission, fee or other expense to such broker. The Proposer shall indemnify and hold harmless the Town from any claims for such commission, fee or other expense of any real estate broker.

MUNICIPAL PROPERTY OVERVIEW



PROPERTY DESCRIPTION

The property is located at 65 North Main Street. The lot is 15,000 square feet (1.00 acres). The structure is a two-story wood-frame and brick building with 10,496 square feet of gross floor area. Additional building information is contained in Attachments A, B and C.

CONDITION OF PROPERTY

The property for disposition is available “AS IS” and the Town of Middleton will not make any improvements or changes to the property as a condition of sale. Conveyance to the successful Proposer shall be subject to all restrictions and conditions of record, insofar as they may be in force and applicable to said parcel and are subject to the Town of Middleton Zoning By Law.

SITE INFORMATION

The property is located near a signalized intersection with frontage on North Main Street (Route 114) and abuts a business use to the northwest (car dealership), and multi-family uses to the south and east, with single family residences across the street. The site is served by town water, and uses an on-site sewage disposal system. The front 60% of the parcel is zoned for Business (B) use along the street, and the remaining 40% is zoned for two family residences(R-2) in the rear. The Town’s zoning regulations allow for the less restrictive area to extend thirty feet into the more restrictive area which in this case makes 70% of the lot area along the street available for business use. The

lot was formerly residential until approximately 1971 when it became a police station. There is soil and/or ground contamination that has migrated from the adjacent car dealership property (DEP Site #3-034062).

SITE INSPECTION/DUE DILIGENCE

A formal walk-through of the building will take place on Wednesday, October 15th at 12:00pm noon followed by a pre-proposal conference for the consideration of questions from prospective purchasers.

The Town of Middleton makes no representation or warranty, express or implied, as to the accuracy and completeness of the information in this RFP. The proposer assumes all risk in connection with the use of the information, and releases the Town from any liability in connection with the use of the information provided by the Town. Further, the Town makes no representation or warranty with respect to the Property, including without limitation, the value, quality or character of the Property or its fitness or suitability for any particular use and/or the physical and environmental condition of the Property. The Property will be sold in "AS-IS" condition.

Each proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the property, applicable zoning and other land use laws, required permits and approvals, and other development, ownership, and legal considerations pertaining to the property and any proposed use. All costs and expenses of purchasing and developing the property, including without limitation, all costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

M.G.L. CHAPTER 21E

The Town of Middleton has not undertaken a full M.G.L. Chapter 21E study for the property. The property has been used as a municipal building, specifically a police station. The parcel does have some contamination on the site which is presumed to be due to activities on the adjacent lot (Lot 95) as it has been operated as a used car dealership. However, the Town does not warrant that any land parcel available for disposition is free and clear of any contamination as defined by Chapter 21E. Proposer will assume all costs and responsibilities for any contamination and will hold the Town harmless for any costs to remediate the property of any contamination.

SUBDIVISION/PERMITS/APPROVALS

All costs and responsibilities for obtaining any necessary or desired subdivision approval, zoning, and/or site plan approval, and releases for any easements, covenants, or any other restrictions that may be present on the property will be the responsibility of the Buyer including but not limited to any municipal, state or federal provisions.

PERMITTING CONTINGENCY

The selected Proposer's obligation to consummate the purchase of the property shall be

contingent upon the Proposer obtaining all permits and other authorizations necessary in order to develop the property as proposed (collectively, the "Permits"). Upon notification of being selected, the Proposer and the Town shall promptly negotiate in good faith a project development schedule that shall include a timeline for the developer to apply for and receive all Permits and to commence construction. In the event that the selected Proposer fails to meet the agreed upon deadlines (as may be extended by mutual agreement) to receive the Permits, the Town and the selected Proposer shall each have the right to terminate the Purchase and Sale Agreement for the property. In the event of such termination, the Town shall have the right to select the next highest ranked proposer.

ZONING

Allowed uses will be according to the Town of Middleton Zoning By-Law. Any proposed use of the property shall be in compliance with the applicable Zoning District. The Premises are zone combination of Business (B) and Village Residential (R-2); these zoning classifications do not support all potential uses.

QUESTIONS

Proposers may submit requests for clarification and any questions about information contained in this RFP in writing and addressed to: Town Administrator's Office, Town Hall, 48 S. Main Street, Middleton, MA 01949, or by email to Justin.Sultzbach@middletonma.gov. Proposers are requested to forward questions early in the procurement process and no later than Monday, October 20th, 2025.

The name, address, telephone number and e-mail address of the person requesting the information must be provided by the Proposer. Answers to all questions of a substantive nature shall be provided in writing to all proposers. The Town will issue an addendum to this RFP to address the written questions submitted by the aforementioned deadline. Only answers provided by the Town in writing may be relied upon by the proposers.

REQUESTS FOR ADDITIONAL INFORMATION

The Town reserves the right to request additional information from any and all proposers if it is deemed necessary in order to identify the most advantageous proposal, and may request proposers to appear before the awarding authority at a public meeting to make presentations or answer questions concerning their proposals.

MINIMUM EVALUATION CRITERIA

All Proposers must include the following components in their respective Proposals in order to be considered for review to meet the minimum criteria to be considered acceptable for this property sale.

1. The Proposer must have experience in a minimum of three projects over the past three years in the area of property development; any and all property development that the Proposer has been involved in over the past three years must be included, or the Proposer must be an established business owner with demonstrated ability to renovate/construct/reconstruct real estate property and commercial space.
2. The Proposer must demonstrate and verify that it is in good financial standing by providing certified financial statements and/or previous audit and such other related verification as is required.
3. If the Proposer is an out-of-state corporation, they must be licensed to do business in Massachusetts and have a resident agent documented in the proposal.
4. The Proposer must be able to close on the property within 10 days of receipt of Permits.
5. The Proposer must have cash or pre-approval for full funding of the purchase price. Financing shall not be a contingency of the sale.

COMPARATIVE EVALUATION CRITERIA

THE BEST USE NARRATIVE: The Town of Middleton is looking for a detailed narrative of the Proposer's vision of the proposed use of this site, in particular utilizing municipal information, and the proposal that provides the highest tax revenue to the Town; the least impact on town services; and compliance with the applicable zoning and other Town by-laws. This narrative should not be more than five pages with appropriate attachments documenting in detail the Proposer's plan for implementation and development of this site.

Impacts that should be described in writing, in detail by the Proposer that will be evaluated include but are not limited to: volume and type of traffic generated, noise levels, hours of operation, clear explanation and measurement of any environmental impacts on air, land and/or water, quality of life, and visual impacts.

The Town will include the following criteria in evaluating proposals. Each criteria response to be included in the narrative will be judged on a scale of 1-25 with a maximum of 25 points per criterion provided:

1. Description of proposed project noting the added economic enhancement and benefits to the Town of Middleton, including anticipated tax revenue, and benefits to the surrounding business area; inclusion of a fiscal impact analysis is encouraged.
2. Any improvements that the proposal would make to the quality of life of the residents of Middleton.
3. Proof of successful present or past performance working in the area of real estate development and/or facility development/operation.

***Note:** The narrative will constitute 35% of the Town's decision in order to determine the most highly advantageous Proposer.

Ranking:

- A. Highly Advantageous: Provides substantial expected benefits in accordance with Town's criteria with extensive supportive documentation regarding best use analysis.
25 points
- B. Advantageous: Provides significant expected benefits in accordance with the Town's criteria with appropriate supportive documentation regarding best use analysis.
15 points
- C. Acceptable: Provides some expected benefits in accordance with the Town's criteria with only limited supportive documentation regarding best use analysis.
8 points
- D. Disadvantageous: Provides few, if any benefits in accordance with the Town's criteria with minimal supportive documentation regarding best use analysis.
0 points

COMPARATIVE EVALUATION CRITERIA: PRICE PROPOSAL

The Proposer must submit a price proposal based on all of the information included in this application. The Town will weigh the price proposal on the following scale:

- | | | |
|----|---|-----------|
| A. | Highly advantageous: Substantially highest price | 50 points |
| B. | Advantageous: Significantly higher price within 50-75% of highest price | 30 points |
| C. | Acceptable: Moderately higher price within 25-50% of highest price | 10 points |
| D. | Disadvantageous: Lowest price | 1 point |

Rule for award:

The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in the Request for Proposals.

MISCELLANEOUS

AMENDMENTS/MODIFICATIONS TO PROPOSALS

The Proposer may, at any time prior to the deadline for submission of the Proposals, amend or modify their Proposal by submitting their amendment/modification to the address specified in the RFP, in a sealed envelope/package containing the amendment/modification and clearly marked with the following:

1. Title: PROPOSAL FOR DISPOSITION OF REAL PROPERTY (Amendment)
Middleton, MA
65 North Street
MAP DESCRIPTION:
Parcel ID: Map 17, Lot 96
2. From: NAME AND ADDRESS OF PROPOSER
3. To: Town of Middleton
Justin Sultzbach, Town Administrator
48 S. Main Street
Middleton, MA 01949

All proposals, including the price stated therein, submitted in response to this Request for Proposals must remain firm for **one hundred and twenty days** following the bid opening.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw its Proposal at any time prior to deadline established in this RFP. Any Proposer wishing to withdraw a Proposal must provide a written authorization and/or acknowledgment that they are withdrawing their Proposal and that the Town of Middleton is held harmless from any responsibility as a result of the Proposal withdrawal.

REJECTION OF PROPOSAL

The Town reserves the right to reject any / or all Proposals that do not meet the submission requirements or evaluation criteria contained in the RFP or that are not in the best interests of the Town.

ADDENDA

Any changes to the terms for this RFP shall be made in the form of an Addendum to the RFP which will be forwarded to those who received a copy of the RFP by e-mail notification. The Town will not be notifying anyone who received a copy of the Request for Proposals from anyone other than the originator. If it is impossible to notify all parties who received an RFP

from the Town Administrator's Office of an Addendum prior to the deadline for submission, the Town reserves the right to extend the deadline for submission through proper notice.

SITE VISIT

The Town will conduct a site visit on Wednesday, October 15th, 2025 at 12:00pm noon.

SUMMARY OF RFP SCHEDULE

Activity	Date
Post in Central Register	Wednesday, October 1 st , 2025
Advertise in local newspaper	Wednesday, October 1 st , 2025 Wednesday, October 8 th , 2025
Site Visit	Wednesday, October 15 th , 2025 at 12:00pm noon
Submission Deadline and Opening of Proposals	Wednesday, October 29 th , 2025 at 12:00pm noon

TOWN'S RIGHT TO REJECT PROPOSALS AND/OR CANCEL DISPOSITION

The Town of Middleton reserves the right to reject any and all proposals that do not meet the requirements set forth in the RFP or that are not in the best interests of the Town or to cancel this disposition of real property. It is understood that the Middleton Police Department will inhabit this building until March 31, 2025 and reserves the right to negotiate a later closing date if deemed necessary.

EVALUATION AND DECISION-MAKING PROCEDURES

The proposals will be opened publicly on Wednesday, October 29th, 2025 at 12:00pm noon, at the Town Hall, 48 S. Main Street, Middleton, MA. The Town will review the proposals. Following the review, the most advantageous proposal will be recommended to the Select Board for Award. After the review of the proposal recommendation and a compliance check in conjunction with other Departments, the Select Board may issue a Notice of Award to the successful proposer. The Town of Middleton reserves the right to reject any and all proposals that do not meet the requirements set forth in the RFP or that are not in the best interests of the Town or to cancel this disposition of real property.

PRICE PROPOSAL FORM

In accordance with the information, terms and conditions attached hereto, I (We) hereby offer to purchase from the Town of Middleton the property identified as:

**An approximate 1.00-acre parcel and building in the Town of
Middleton, MA 65 North Main Street
Middleton, MA 01949
Parcel ID: Map 17, Lot 96**

For the sum of:

\$ _____

Offer Written: _____
Dollars

This proposal shall remain firm for **one hundred and twenty days** following the date of the bid opening. Attached hereto is a certified check or money order drawn on a banking institution licensed in the Commonwealth of Massachusetts in an amount equal to five percent of the above offer which shall serve as surety for the faithful performance of this disposition of property from the Town of Middleton. This sum shall be forfeited to the Town of Middleton if selected bidder does not execute a purchase and sale agreement as required herein. Bid deposits of parties not selected will be returned.

Signature of Proposer _____

Print Name _____

Address _____

City _____ State _____ Zip _____

Telephone # _____

E-mail address: _____

NOTE: If a partnership, corporation or limited liability company, list all partners, officers, members, etc. of the entity and include a sealed corporate vote to allow an individual to act on this matter.

Partnership / Corporation/ LLC Officers Names & Addresses

The Town of Middleton reserves the right to reject any and all proposals or to cancel this disposition of real property if in its best interest to do so.

EXHIBIT A

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of Individual, or Corporation Name

By: _____
Corporate Officer & Title (if applicable)

EXHIBIT B

TAX COMPLIANCE CERTIFICATE

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that_____ is in compliance with the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Print Name

Title

EXHIBIT C

CERTIFICATE AS TO CORPORATE PROPOSER

I _____, certify

that I am the _____ of the entity named

as Proposer in the within Proposal; that _____

who signed said Proposal on behalf of the Proposer was then _____

_____ of said entity; that I know his/her

signature and that his/her signature hereto is genuine and that said Proposal was duly

signed, sealed, and executed for and in behalf of said entity by authority of its

governing body.

(Corporate Seal)

Title

This Certificate must be completed where Proposer is a limited liability entity, and should be so completed by its Clerk or person authorized in the records of the entity to execute documents relating to real property. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

EXHIBIT D

Certificate of Authority

Give full names and residences of all persons and parties having a financial interest in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of limited liability entities or partnerships, give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
-------	-----------	----------

_____	_____	
_____	_____	
_____	_____	

Provide the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner: _____

ADDRESS	ZIP CODE	TEL. #
---------	----------	--------

Business: _____	_____	_____
-----------------	-------	-------

Home: _____	_____	_____
-------------	-------	-------

(2) If a Partnership

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
-------	-----------	----------

_____	_____	_____
_____	_____	_____
_____	_____	_____

BUSINESS ADDRESS	ZIP CODE	TEL. #
------------------	----------	--------

_____	_____	_____
-------	-------	-------

(3) If a Corporation, Limited Liability Company, or other entity

Full Legal Name:

State of Incorporation:

Principal Place of Business:

ZIP _____

Qualified in Massachusetts:

Yes _____

No _____

Place of Business in Massachusetts:

ZIP CODE _____

TEL. # _____

(4) If a trust

Full Legal Name of Trust:

Date of Declaration of Trust and Recording Information:

Name of all Trustees:

NAMES

ADDRESSES

ZIP CODE

Authorized Signature of Proponent:

Title: _____

Date: _____

EXHIBIT E

DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, §38

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property: A parcel of land located at 65 North Main Street, Middleton, MA containing approximately 1.00 acres of land together with the building and other improvements thereon

(2) Type of Transaction, Agreement, or Document: Sale of property by the Town of Middleton

(3) Public Agency Participating in Transaction: Town of Middleton

(4) Disclosing Party's Name and Type of Entity (if not an individual):

_____.

(5) Role of Disclosing Party (Check appropriate role):

____ Seller/Grantor ___ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation meeting all of the conditions specified in M.G.L. c. 7C, §38, are hereby disclosed as follows (attach additional pages if necessary):

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, §38**

(6) CONT.

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____
_____	_____
_____	_____

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8)) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a

leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9)) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

Print Name & Title of Authorized Signer

EXHIBIT F
FORM OF PURCHASE AND SALE AGREEMENT

ATTACHMENTS

x

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TOWN OF MIDDLETON

OFFICE OF THE TOWN ADMINISTRATOR

48 South Main Street, Middleton, MA 01949

Telephone (978) 777-3617
justin.sultzbach@middletonma.gov

TO: Select Board
FROM: Justin Sultzbach, Town Administrator
DATE: September 2, 2025
RE: Surplus Property Next Steps

Board Members,

I will be providing a brief member for all meetings moving forward to highlight next steps and status for the surplus properties this Board has discussed over the past year. We will keep this list running to maintain a history of progress for each site. For now, please note the following:

Police Station:

8/5/25 We are finalizing an RFP for the sale of town property, with a draft to come forward at your September 2nd meeting

9/2/25 Review of Draft RFP at Select Board meeting

Fire Station:

8/5/25 We are working with the engineer to get their scope within the 25k not to exceed figure established by the Board.

9/2 Revised proposal/scope from CBI Consulting to be provided in advance of Select Board meeting

Memorial Hall:

8/5/25 We have made contact with several septic companies to determine how many residential units the site could support, with a determination expected for your September 2nd meeting.

9/2 Scope of work provided for septic analysis at Select Board Meeting

Locust St:

8/5/25 Holding for Memorial Hall.

Old Town Hall:

8/5/25 We are compiling a list of projected expenses to help better inform decisions about next steps (retaining wall, roof, mechanicals, etc)

Thank you,

Justin Sultzbach
Town Administrator



C.G. Johnson Engineering, Inc.

203 Willow Street
South Hamilton, MA 01982
Phone (978) 468-2957
e-mail cgjohnsoncivil@verizon.net

Charles G. Johnson, P.E.

Date: August 29, 2025

Owner: Town of Middleton

Property: Memorial Hall at 48 South Main Street, Middleton, Massachusetts

On-Site Wastewater Treatment and Dispersal System Design Process to convert Memorial Hall into Residential Housing

Design & Installation & Certification Process

Engineering Research

1. Initial Phone Conversation, Research regarding Soils and Property Lines, & Site Visit
2. Engineering Proposal Package Preparation
(including Proposal, Detailed Summary of Engineering & Permitting Costs, Preliminary Schedule, Resumé)

Soil Testing, Design, & Approval Process

3. Topographic Survey by a Professional Land Surveyor
4. Soil Testing (including Deep Soil Observation Tests & Percolation Tests)
5. Preliminary Design Options (including Preliminary Design Options & Estimated Construction Costs)
6. Design Selection by Owner
7. Final Design & Construction Plan Preparation
8. Final Plan Submission and Approval Process with Middleton Public Health Director

Construction Bidding

9. Prepare Request for Construction Bids & Construction Bidding Process
with Licensed Septic System Installers

Installation

10. Installation (start with Pre-Construction Meeting: Owner, Installer, & Charles G. Johnson)
(continue with Inspections by Middleton Public Health Director & Charles G. Johnson)
11. "As-Built Plan" & Engineering Certification Preparation
12. "Certificate of Compliance" Issuance by Middleton Public Health Director

Annual Operation & Maintenance

13. On-going Operation & Maintenance (usually Annual)



Town of Middleton

Conservation Department

195 North Main Street, Middleton, MA 01949

Ph: (978) 777-1869

13

Date: August 27, 2025
To: Select Board
From: Kristin Kent, Conservation Agent
RE: Water Use Mitigation Program (WUMP)
CC: Town Administrator's Office, Superintendent of Public Works & Finance
Director/Town Accountant

The Town has been engaged in ongoing discussions with the Town of Danvers on the Water Inter-Municipal Agreement. The Town of Middleton is required by its Modified Water Withdrawal Permit, issued pursuant to the Massachusetts Water Management Act, to institute and manage a Water Use Mitigation Program (WUMP), including a fee. The requirement is to mitigate water demand, in order to minimize the depletion of water availability in accordance with the provisions of the permit, including a 2:1 water conservation goal.

All construction projects, constructing three (3) or more new dwelling units and all new commercial projects, and those commercial remodels which result in an increase in water usage will pay a fee reasonably commensurate with the cost of conserving or mitigating water loss consistent with the projected water demand from the proposed project.

The goal of the program is to identify projects that will add to the Town's water withdrawal burden and collect fees from those projects in order to advance the Town's water conservation responsibilities. Examples of what the funds collected via the WUMP can be used for include:

- Resident product rebates: including water efficient toilets, washing machines, faucets, shower heads and wireless rain sensors.
- Leak Detection (infrastructure and sensors)
- Community rain barrel programs
- Water conservation staff
- Resident education

Middleton's proposed Water Use Mitigation Program is based on the successful model that is used in Danvers (most recently amended in 2015). Although a much larger community, Danvers collects between \$75,000 and \$200,000 annually from fees associated with their WUMP. Despite ongoing development and redevelopment in Danvers, the Town has not increased their water usage in 20 years. Although there are many factors that contribute to that success story, the WUMP has been a significant contributor.

A draft of the Water Use Mitigation Program was previously before the Board in 2022. A review of permitted qualifying residential development that has occurred since 2022 (new developments of three new units or larger) indicates that Middleton could have collected approximately \$215,000 in the last three years.

MIDDLETON WATER USE MITIGATION PROGRAM **[WUMP]**

The Middleton **Water Use Mitigation Program** [WUMP] has been implemented in accordance with requirements set forth by the Massachusetts Department of Environmental Protection [DEP] in the Town's Water Management Act Permit and Permit Renewal Order to Complete (OTC). The Town of Middleton is required to collect a fee to fund water savings projects sufficient to mitigate new water demand at a 2:1 rate.

Applicability

The WUMP program is applicable to projects which

- (1) Require a building permit
- (2) Represent a new or increased water demand

Residential projects of three (3) or more dwelling units and all commercial projects are subject to the WUMP impact fee.

Construction Requirements

All projects subject to the WUMP program must meet the following requirements.

1. All applicable provisions of the state plumbing code must be met.
2. Each faucet, shower head, clothes washing machine, dish washing machine, and toilet shall be energy efficient, water saving, and meet the EPA's Water Efficiency Standards.
3. In-ground irrigation systems must be equipped with a rain and moisture sensing device.

Connection to the public water supply will not be approved until the Town Building Department has verified the project complies with these requirements.

Fee Amount

The fee assessed to all projects shall be based on the size of the project, according to the following fee schedule.

Development Type	Fee
Residential - 1 Bedroom	\$1,980/unit
Residential - 2 Bedroom	\$3,960/unit
Residential - 3 Bedroom	\$5,940/unit
Residential - 4 Bedroom	\$7,920/unit
Commercial and Industrial	\$ 9.00/gpd ¹

Gallon per day volume to be defined by
Title V

Fee Collection

The WUMP impact fee will be calculated using a WUMP Fee Calculation Form. Fee payment must be submitted to the DPW Administrative Office prior to the issuance of a building permit. The building plans and septic/sewer permit application will be reviewed to verify the correct fee amount has been submitted.

If the WUMP is not paid prior to issuance of a building permit or certificate of occupancy, the WUMP will be added to the customer's water bill.

Fee Utilization Guidelines

These guidelines are applicable to the collection and dispersal of all fees collected under the Water Use Mitigation Program in the Town of Middleton. These guidelines are effective as of October 1, 2025.

Fee Handling

- I. All impact fee funds collected are to be forwarded to the Town Treasurer.
2. Town Treasurer shall deposit impact fee funds into a designated Water Usage Mitigation Fund established pursuant to M.G.L. Chapter 44, Section 53E½.
3. The Department of Public Works may withdraw funds for expenditure for conserving water resources, reducing demand upon the public water supply, and/or water use mitigation, up to an annual expenditure limit of \$100,000 in accordance with the approved Departmental Revolving Fund accounts under M.G.L. Chapter 44, Section 53E½.

Program Administration

1. The DPW will be the responsible for the administration and execution of water use mitigation projects under the direction of the Superintendent of Public Works.
2. The DPW will solicit Town residents to identify residents interested in receiving water savings devices and appliances at reduced cost. A list of these residents will be maintained at all times.
3. The DPW will solicit bids to supply water savings devices and/or appliances upon collection of sufficient number of interested residents to make bidding appropriate in the judgment of the Superintendent.
4. The DPW may expend funds for water conservation education and outreach efforts, including programs for residents to participate in or attend.
5. The DPW may expend WUMP funds to defray salary and administration costs for the program.
6. The number and types of water mitigation measures will be tracked by calendar year. The DPW will estimate water savings for the mitigation devices installed. These results will be provided to the Massachusetts DEP with the annual statistical report each calendar year.

15A



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-777-3617
www.middletonma.gov

TOWN OF MIDDLETON TALENT BANK APPLICATION

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

Name: Robert Craig Telephone: _____
Address: _____ Cell phone: _____
Email Address: _____
Occupation: Special Projects and Grants Manager
Background Experience: Working for and in local government for 8 years, last 4 in the Town of Rockport

I am interested in serving on Town Boards and Committees involved in the following areas:
(Please check all that apply. The Board encourages you to attach a recent resume if available.)

<input type="checkbox"/> Board of Health	<input type="checkbox"/> Recreation Commission
<input type="checkbox"/> Council on Aging	<input type="checkbox"/> Historical Commission
<input type="checkbox"/> Finance Committee	<input checked="" type="checkbox"/> Planning Board
<input type="checkbox"/> Zoning Board of Appeals	<input type="checkbox"/> Industrial Commercial Development Review Committee
<input checked="" type="checkbox"/> Conservation Commission	<input checked="" type="checkbox"/> Zoning Bylaw Review Committee
<input type="checkbox"/> Cultural Council	Other: _____
<input type="checkbox"/> Other: _____	Other: _____

Amount of Time Available: Available for regular meetings

Are you available year round for committee meetings? Yes ☒ No ☐
If not, when are you available?

☐ Winter ☐ Spring ☐ Summer ☐ Autumn

Are there any Boards or Committees in which you are particularly interested?

Interested in the Planning Board Alternate that seems like it will open after the election

Robert Craig

Digitally signed by Robert Craig
Date: 2025.05.15 10:07:26 -04'00'

5/15/2025

Signature

Date

Please submit all responses to the Town Administrator's Office via the mailing address above or via email at:
shantel.bambury@middletonma.gov



Town of Middleton
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01949-2253
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15 B

TOWN OF MIDDLETON TALENT BANK APPLICATION

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

Name: Robert Pellegrini Telephone: _____
Address: Middleton, MA Cell phone: _____
Email Address: _____
Occupation: Construction Executive
Background Experience: Military Officer, Wind Plant Operator, Construction

I am interested in serving on Town Boards and Committees involved in the following areas:
(Please check all that apply. The Board encourages you to attach a recent resume if available.)

<input type="checkbox"/> Board of Health	<input type="checkbox"/> Recreation Commission
<input type="checkbox"/> Council on Aging	<input type="checkbox"/> Historical Commission
<input checked="" type="checkbox"/> Finance Committee	<input checked="" type="checkbox"/> Planning Board
<input checked="" type="checkbox"/> Zoning Board of Appeals	<input checked="" type="checkbox"/> Industrial Commercial Development Review Committee
<input type="checkbox"/> Conservation Commission	<input checked="" type="checkbox"/> Zoning Bylaw Review Committee
<input type="checkbox"/> Cultural Council	Other: _____
<input type="checkbox"/> Other: _____	Other: _____

Amount of Time Available: Flexible

Are you available year round for committee meetings? Yes ☒ No ☐
If not, when are you available?

☒ Winter ☒ Spring ☒ Summer ☒ Autumn

Are there any Boards or Committees in which you are particularly interested?

Planning Board; Zoning Board; Industrial/Commercial Development

Robert Pellegrini

Digitally signed by Robert Pellegrini
Date: 2025.04.20 09:29:25 -04'00'

4/20/2025

Signature

Date

Please submit all responses to the Town Administrator's Office via the mailing address above or via email at:
shantel.bambury@middletonma.gov

Robert L. Pellegrini
Middelton, MA 01949

Business Operations and Management Professional

President of multiple construction service companies owned by Service Logic. Responsible for the stability, growth, and strategy of both private equity-owned organizations.

A principle-based operations executive with over 20 years of experience in uniting groups of people around a common goal. I believe that transparency and a fundamental adherence to what is right are core values of all thriving organizations, and that constant improvement through measured risk is necessary for continued success.

I am passionate about team building and investing in employees by providing vision, motivation, and opportunity, and believe that any business with a happy employee base is destined to create highly sought-after products and client solutions.

Highlights of Experience:

Service Logic

Feb 2011-Present

In 2011 I started working with ENCON, a Mechanical, Electrical, and Plumbing (MEP) company that was acquired in 2016 by a Private Equity-backed organization (Service Logic) owning over 50 MEP companies across the U.S. and Canada. Since the acquisition, I have taken on increasing leadership responsibility, serving as President of three different portfolio companies over the past six years. I first led the turnaround of a struggling business, returning it to profitability; then guided a stable organization through its next phase of growth. Most recently, I merged one of these companies into a newly acquired entity, where I currently serve as President—overseeing integration and positioning the business for long-term success.

President, Breen and Sullivan Mechanical Services (March 2024-Present)

Led an acquisition and post-acquisition merger combining one of our existing companies (ENCON Commercial Services) with the newly acquired Breen and Sullivan. Led a team which assessed all operations of both organizations and determined the right set of processes and procedures for the post-merged Breen and Sullivan. Created and executed a plan to implement and led the merger to completion.

President, Shawsheen Air Services (June 2022-January 2024)

Provides strong leadership and vision for one of our additional mechanical companies. Oversees the complete operations of SAS including employees, budgets, and the organization's leadership team to ensure the organization's continued organic growth. Was able to train and mentor a Vice-President over the course of 18 months to facilitate his transition to President of Shawsheen Air Services.

President, ENCON Commercial Services (February 2020-March 2024)

Provides strong leadership to a full Mechanical, Electrical, and Plumbing (MEP) company by working to establish short and long-term goals, plans and strategies. Oversees the complete operations of ENCON Commercial Services including employees, budgets, and the organization's leadership team to ensure our company's compliance with our stated mission, core values and strategic plans.

Vice President of Operations, ENCON (Jan 2017-February 2020)

Provide operational leadership while overseeing business systems, processes and profitability. Lead 10 managers who are responsible for all ENCON's safety and field operations (200+ employees). Plan, implement and evaluate all aspects of operations while ensuring strong employee engagement fueled by a sense of pride in the organization, continued professional development and opportunity. Build teams that are focused on providing an excellent customer experience in the most productive ways possible while overseeing multiple departmental Profit and Loss Statements totaling over eighty million dollars in revenue. Activities here led to becoming the first President of a Service Logic organization who was not a previous company owner.

Director of Service and Operations, ENCON (Sept 2013-Jan 2017)

Supervise and manage Encon's consumer service division of over 85 employees (including over 45 licensed technicians, 15 office personnel, 5 sales engineers, and 5 warehouse personnel) and over 18 million dollars of yearly revenue. Responsibilities include ensuring the division provides a superior customer experience, cultivates a work environment that promotes a high state of employee morale, and ensures company profitability maintains an appropriate year over year increase.

- Increased year over year revenue (2014/2013) by thirteen percent while increasing operating income by over twenty-four percent for the same time period.
- Restructured the office wing of the division to provide a more efficient mechanism of employees which organically disseminated information among each other freely and promptly in an effort to decrease the risk of a sub-standard customer experience.
- Redefined the customer experience and how it was contemplated among the office staff by promoting continual conversations requiring employees to view their actions through the eyes of the client and challenging them to create customer 'wow' moments.
- Grew bottom line operating profit by nine percent while total top line revenue increased only two percent (2013/2012).
- Developed technicians and office employees both technically and professionally leading to four employees achieving their goals of advanced positions in 2013.

Regional Manager, Greenwich and Company Commercial Group, ENCON (Feb 2011-Sept 2013)

Supervise and manage an average of twenty licensed technicians, four apprentices, two coordinators, one parts purchaser, and one billing administrator for the highest volume service region in the company. Responsibilities include overseeing all financials within the region, developing and implementing standard operating procedures to ensure the region operates seamlessly, promoting a high state of moral among the team, ensuring the high standards and expectations of the clientele are achieved, have an advanced knowledge of facilities management fundamentals in commercial building applications, maintain a fluency in architectural and engineering drawings, developing and implementing commercial size scopes of work, and maintaining over 500 service contracts throughout the assigned region.

- Planned, developed, and launched company's first commercial specific service group in 44 year history (Aug 2013)
- Grew yearly revenue (2012) and increased gross margin to labor ratio
- Grew yearly revenue (2011) by fourteen percent while increasing gross margin to labor ratio during the same period
- Developed a regional operations book that articulated regional SOPs, best practices, proper training technics, and lessons learned
- Built a regional foundation poised to support continued growth

EDPR North America

Aug 2008-July 2010

Operations Manager

Lone Star Wind Farm, Abilene TX

Supervise and manage over 80 personnel on a 400MW wind power plant. Responsibilities include developing and managing yearly operating budgets in excess of \$1M, administering operating-related agreements, permits, and regulatory compliance obligations, supervision of all maintenance requirements on Lone Star.

- Successfully ensured compliance with all energy regulatory bodies including FERC, NERC, ERCOT, OSHA, etc. resulting in no violations from any such organizations
- Developed and implemented regimented lines of communications with energy traders and energy purchasers relevant to Lone Star; ensured a close relationship was sustained with these entities
- Ensured Lone Star was always one step ahead in all aspects of operations

Assistant Operations Manager

Lone Star Wind Farm, Abilene TX

Supervise and manage over 80 personnel on a 400MW wind power plant. Responsibilities included maximizing plant performance; monitoring and assuring contractor performance and quality; monitoring, analyzing and first responder to three on site substations, assisted in the supervision of all maintenance requirements on Lone Star.

- Implemented operations systems and procedures aimed at maximizing employee efficiency without sacrificing required quality in all aspects of a completely new wind plant (administration, maintenance, etc)
- Developed a site specific maintenance SOP encompassing manufacturer recommendations, company standards, and industry customs for 3 substations (4 total transformers)
- Set company standards for safety on a wind power plant by developing, implementing, and rehearsing safety procedures aimed at maintaining accountability and quick reaction during catastrophic events including but not limited to turbine fires, technician injury in remote and/or elevated areas, or natural disasters

US Army 2004-2008 (Captain, Engineer Officer)

Executive Officer (2004 to 2008)

E Co, 1-8 CAV, 1 CD, Baghdad, Iraq / Fort Hood, Texas

2nd in Command of a Combat Engineer Company forward deployed to Eastern Baghdad. Directly manage, train and provide tactical information for over 87 personnel. Motivate personnel through various training techniques, ensuring

tasks and assignments are completed on time. Analyze intelligence in order to determine enemy IED placement, plan routes providing the latest tactics and options. Intricately create live foreign and battlefield scenarios, training in hands-on scenarios of actions, security responsibilities and outcomes. Train personnel in foreign democracy, politics of the country, foreign internal defense, religious beliefs and values. Responsibilities frequently require regional orientation, working under highly classified information and developing intelligence from forming bonds with Iraqi informants.

- Through exceptional leadership excellence, selected to serve in command of the unit during the 5-week absence of the Commanding Officer.
- Lead over 75 combat patrol missions.

Battalion Task Force Engineer / Civil Military Officer

1-8 CAV, 1 CD, Baghdad, Iraq

Advised upper management on mobility, counter-mobility and survivability operations. Directed the execution of daily operations and coordinated actions with adjacent organization that improved operation readiness, ensuring assignments were completed, as well as, contractors were paid for their services. Outlined scenarios, coordinated and collaborated on a daily basis with officers, team members and commanders. Provided technical/ tactical guidance of special operations; developed Iraqi contacts and operated from disclosed intelligence. Delivered presentations and lectures to personnel covering cross-cultural communications, US foreign policies and legal aspects. Utilized expertise in high-level over terrain navigation techniques.

- Developed a system which analyzed multiple Main Supply Routes (MSRs) and routes throughout the terrain, focused Platoon Leaders on reconnaissance objectives and managed the engineer mobility efforts.
- Managed over \$750,000 in cash (U.S. Currency) and paid Iraqi Local Nationals as projects were being completed and reached completion

Sapper Platoon Leader

E Co, 1-8 CAV, 1 CD, Ft. Hood, Texas

2nd Lieutenant, deployed to New Orleans in support of Hurricane Katrina. Directed a 29-member Mechanized Combat

Engineer Platoon. Supervised the maintenance and accountability of equipment valued over \$12M. Developed Non-Commissioned Officers into leaders and conducted performance counseling of the subordinates. Led over 20 presence patrols, assisting in both the security and humanitarian assistance of over 700 homes.

- Due to extensive leadership efforts, selected over peers to serve as Executive Officer for 2 weeks despite being a junior lieutenant.
- Enforced supply discipline resulting in a 100% change of command inventory without a single negligent loss.

Connecticut Army National Guard, 21B

1999-2004

Education & Training

- BA, University of Connecticut, Storrs, CT (2004)
- US Army Engineer Officer's Basic Course, Fort Leonard Wood, MO
- Sapper School
- Combatives Level I
- Airborne School
- Transportation of Hazardous Materials
- Electrical Substation Switching
- Electrical Substation Safety
- Instructor Level, Red Cross CPR/AED/First Aid
- Sandler Training

Accomplishments/Awards

- Awarded a Bronze Star for events occurring during Operation Iraqi Freedom, Deployment 06-08
- 2015 CT Chapter ABC Safety Person of the Year
- Sterling House 2014 Community Service Award
- Awarded 2 Army Achievement Medals for his leadership as a Platoon Leader, 1st Platoon, E Co 1-8 CAV during rotation 06-02 at the National Training Center at Fort Erwin, California
- Army Good Conduct Metal
- National Defense Service Metal
- Iraq Campaign Metal
- Global War on Terrorism
- Army Service Ribbon
- California Counter-Drug Ribbon
- Combat Action Badge
- Parachutist Badge

Volunteering

- Essex North Shore Agricultural & Technical School Program Advisory Committee
- VA Hospital
- American Red Cross (CT Chapter) First Aid, CPR, and AED Instructor
- Various Sterling House Events including the yearly Down and Dirty Dash Race Committee, Christmas Tree Fundraiser, and Playground Buildout



Chapter 40B Housing Developments

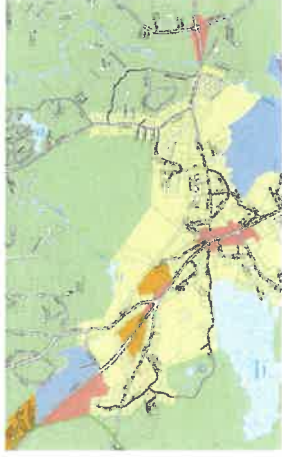
Reference Guide + Best Practices

ABOUT 40B



40B is a statute in Mass General Law that specifically prioritizes the development of affordable housing

40B allows developers who meet certain criteria to develop affordable housing anywhere in the state, offers relief from local zoning bylaws (as needed), and ensures that affordable housing developments are subject to a similar permit process in all cities and towns



40B is an entirely separate mechanism from MBTA multi-family zoning although both statutes have the shared goal of increasing affordable housing units across the state

Permitting process

Project Eligibility

- Developer submits a Project Eligibility Letter
- Town is notified
- The Town has an initial 30-day public comment period
- The Subsidizing Agency issues a decision

Comprehensive Permit

- After Subsidizing Agency approves the Project, the Developer can file for comp permit
- The ZBA opens a public hearing to review and discuss the project
- Can take 6 months or more

Construction

- No construction can begin on a project until comprehensive permit is approved and final approval is given from the Subsidizing Agency

ABOUT COMPREHENSIVE PERMITS



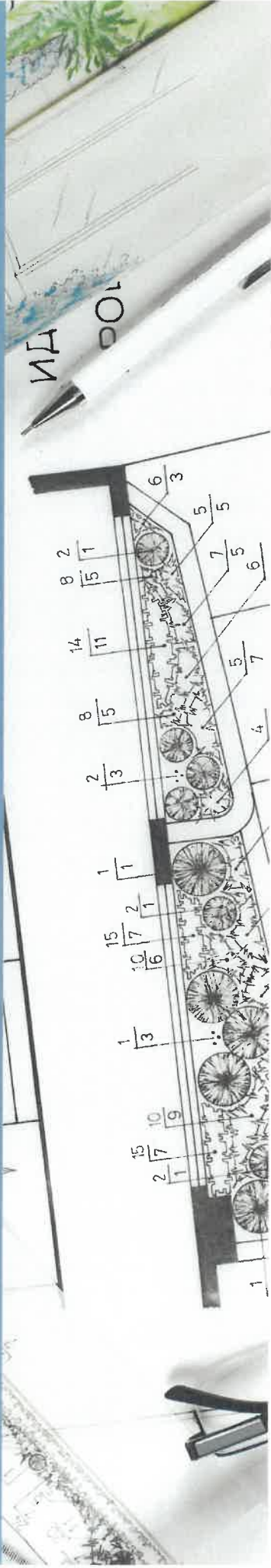
ZBA is the issuing authority for all comprehensive permits statewide

ZBA is responsible for coordinating with all other Town Boards and Departments to ensure all local requirements are considered as part of the Comprehensive Permit

State requirements (e.g., Wetlands Protection Act; Title V septic standards) may not be waived as part of the Comprehensive Permit process and projects must meet all relevant requirements.

ZBA + other review boards should consider project aspects typical for other approvals including traffic, site layout and engineering, environmental impacts, and site design and architectural elements





Planning Board Role

- Review preliminary site plan once ZBA opens public hearing and all modifications during process as needed
- Make a recommendation to ZBA



40B in Middleton

- specific zoning relief requested varies by project site and development plans
- at minimum in most zoning districts, 40B projects will typically need relief for unit density and dimensional requirements
- most recent example: mixed-use development at Angelica's 49 South Main Street

CAN THE ZBA DENY A COMPREHENSIVE PERMIT?

Towns can claim safe harbor which allows them to deny a 40B project if they meet certain conditions:

- The number of low or moderate income units in the town is more than 10% of the total number of housing units in the town → Middleton: 5%
- Low/mod income housing covers sites comprising 1.5% or more of the community's total land area (residential, commercial, and industrial) → Middleton: ~134 acres
- The project(s) would lead to construction of low/mod income on sites comprising more than 0.3% of the town's land area, or 10 acres, whichever is larger → Middleton: ~27 acres
- In the last 12 months, the community has created new SHI units equal to or greater than 2% of the town's total housing units → Middleton: 60 units = 1.8% until September, after September 0%
- The project exceeds the definition of a "large" project under state law → Large is defined as greater than 200 units for a Town the size of Middleton

COMPREHENSIVE PERMIT BEST PRACTICES



Identify key issues as early as possible (utility access, traffic)

Use a critical path approach to address issues (e.g., ID and address traffic and site layout before site design changes)

Use peer review to confirm key project elements



Delay peer reviews or detailed site plans until larger issues that may affect the configuration of the project are approve

Ask for graphics and visuals whenever possible to clarify height, massing, setbacks, and overall relationship to neighbor

Ferncroft Apartments | Proposed Residential Community

35 Village Road Public Forum | September 2, 2025



SOVEREIGN
PARTNERS

Vanasse & Associates Inc
Transportation Engineers & Planners

Weston & Sampson

SMOLAK & VAUGHAN
ATTORNEYS AT LAW



tat

Development Team

Developer | Ferncroft Apartments, LLC (Applicant)

William Gentile - Sovereign Partners

William Graham - Sovereign Partners

Civil/Landscape | Weston and Sampson Inc.

Anthony Capachietti, PE

Architect | The Architectural Team, Inc.

Edward R. Bradford, AIA, NCARB LEED AP/Principal

Jiyoun Zieringer AIA, LEED Associate

Traffic Engineer | Vanasse & Associates Inc.

Jeffrey S. Dirk , PE, PTOE, FITE and Daniel LaCivita

Attorney | Smolak & Vaughan, LLP

John Smolak, Partner

M.G.L. Chapter 40B Consultant | LDS Consulting Group, LLC

Lynne D. Sweet, Management Member

About Sovereign Partners

3

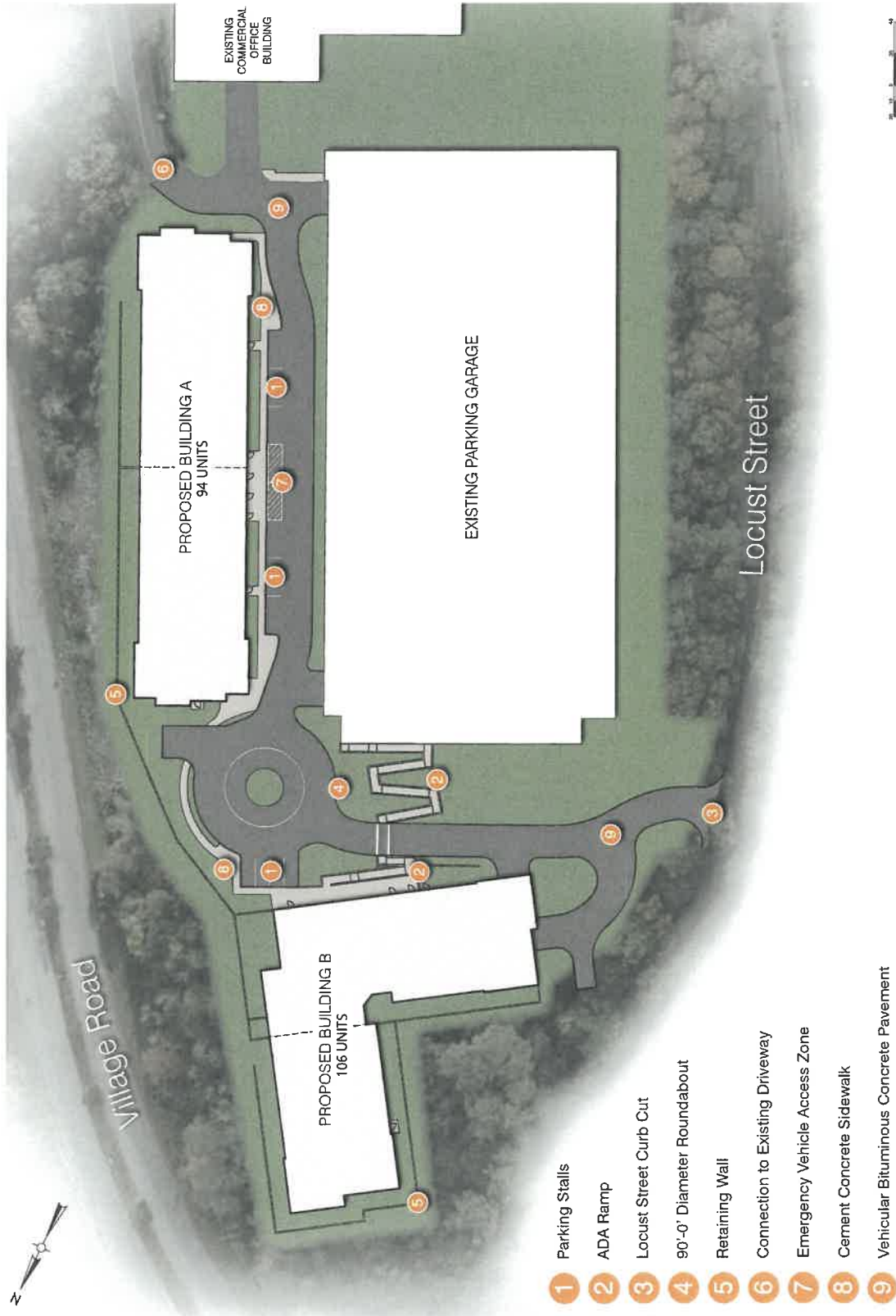
- Third Generation Family-Run Investment Firm 40+ years investing in real estate
- 40 + years investing in real estate
- Vertically-Integrated national real estate operator
- Interests in over 8M square feet of real estate nationwide
- Purchased the existing Ferncroft Corporate Center in 2014. Made significant financial investments in building

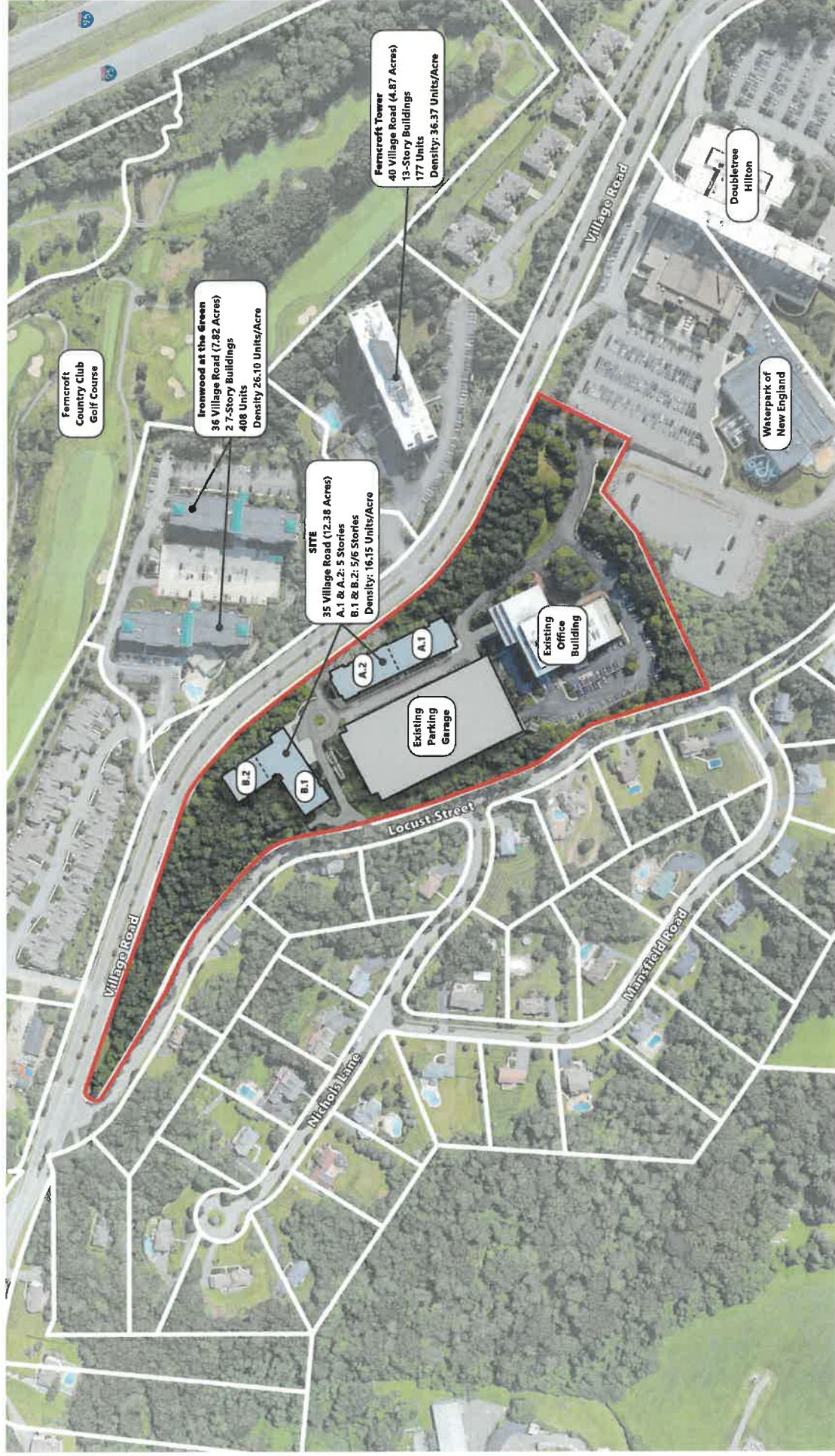
Existing Conditions

4



Proposed Site Plan





Proposed Project

- 200 Rental Units - 2 new buildings
 - Building A: 94 Units, 5 stories
 - Building B: 106 Units, 5 & 6 stories
 - Unit Breakdown
 - 139 (69.5%) one bedroom
 - 41 (20.5%) two bedroom
 - 20 (10%) three bedroom units
 - All units visitable, 5% will meet Group 2 standards per 521 CMR (MAAB)
 - Class A apartment finishes in units, open concept floor plans
- Shared amenities include existing features at the adjacent office building—such as an indoor fitness center, and outdoor seating. New amenities at the proposed residential buildings, including an on-site leasing office, roof decks, and outdoor gathering spaces.
- Affordable & market rate units will have the same finishes
- Combination of new parking, and shared parking in existing parking garage
- Dark sky compliant lighting

Aerial View Looking Southwest | Existing Conditions

8



Aerial View Looking Southwest | Proposed Conditions

9



Ferncroft Apartments

12-1-2020 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 | 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 | 149 | 150 | 151 | 152 | 153 | 154 | 155 | 156 | 157 | 158 | 159 | 160 | 161 | 162 | 163 | 164 | 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 | 173 | 174 | 175 | 176 | 177 | 178 | 179 | 180 | 181 | 182 | 183 | 184 | 185 | 186 | 187 | 188 | 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 209 | 210 | 211 | 212 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | 234 | 235 | 236 | 237 | 238 | 239 | 240 | 241 | 242 | 243 | 244 | 245 | 246 | 247 | 248 | 249 | 250 | 251 | 252 | 253 | 254 | 255 | 256 | 257 | 258 | 259 | 260 | 261 | 262 | 263 | 264 | 265 | 266 | 267 | 268 | 269 | 270 | 271 | 272 | 273 | 274 | 275 | 276 | 277 | 278 | 279 | 280 | 281 | 282 | 283 | 284 | 285 | 286 | 287 | 288 | 289 | 290 | 291 | 292 | 293 | 294 | 295 | 296 | 297 | 298 | 299 | 300 | 301 | 302 | 303 | 304 | 305 | 306 | 307 | 308 | 309 | 310 | 311 | 312 | 313 | 314 | 315 | 316 | 317 | 318 | 319 | 320 | 321 | 322 | 323 | 324 | 325 | 326 | 327 | 328 | 329 | 330 | 331 | 332 | 333 | 334 | 335 | 336 | 337 | 338 | 339 | 340 | 341 | 342 | 343 | 344 | 345 | 346 | 347 | 348 | 349 | 350 | 351 | 352 | 353 | 354 | 355 | 356 | 357 | 358 | 359 | 360 | 361 | 362 | 363 | 364 | 365 | 366 | 367 | 368 | 369 | 370 | 371 | 372 | 373 | 374 | 375 | 376 | 377 | 378 | 379 | 380 | 381 | 382 | 383 | 384 | 385 | 386 | 387 | 388 | 389 | 390 | 391 | 392 | 393 | 394 | 395 | 396 | 397 | 398 | 399 | 400 | 401 | 402 | 403 | 404 | 405 | 406 | 407 | 408 | 409 | 410 | 411 | 412 | 413 | 414 | 415 | 416 | 417 | 418 | 419 | 420 | 421 | 422 | 423 | 424 | 425 | 426 | 427 | 428 | 429 | 430 | 431 | 432 | 433 | 434 | 435 | 436 | 437 | 438 | 439 | 440 | 441 | 442 | 443 | 444 | 445 | 446 | 447 | 448 | 449 | 450 | 451 | 452 | 453 | 454 | 455 | 456 | 457 | 458 | 459 | 460 | 461 | 462 | 463 | 464 | 465 | 466 | 467 | 468 | 469 | 470 | 471 | 472 | 473 | 474 | 475 | 476 | 477 | 478 | 479 | 480 | 481 | 482 | 483 | 484 | 485 | 486 | 487 | 488 | 489 | 490 | 491 | 492 | 493 | 494 | 495 | 496 | 497 | 498 | 499 | 500 | 501 | 502 | 503 | 504 | 505 | 506 | 507 | 508 | 509 | 510 | 511 | 512 | 513 | 514 | 515 | 516 | 517 | 518 | 519 | 520 | 521 | 522 | 523 | 524 | 525 | 526 | 527 | 528 | 529 | 530 | 531 | 532 | 533 | 534 | 535 | 536 | 537 | 538 | 539 | 540 | 541 | 542 | 543 | 544 | 545 | 546 | 547 | 548 | 549 | 550 | 551 | 552 | 553 | 554 | 555 | 556 | 557 | 558 | 559 | 560 | 561 | 562 | 563 | 564 | 565 | 566 | 567 | 568 | 569 | 570 | 571 | 572 | 573 | 574 | 575 | 576 | 577 | 578 | 579 | 580 | 581 | 582 | 583 | 584 | 585 | 586 | 587 | 588 | 589 | 590 | 591 | 592 | 593 | 594 | 595 | 596 | 597 | 598 | 599 | 600 | 601 | 602 | 603 | 604 | 605 | 606 | 607 | 608 | 609 | 610 | 611 | 612 | 613 | 614 | 615 | 616 | 617 | 618 | 619 | 620 | 621 | 622 | 623 | 624 | 625 | 626 | 627 | 628 | 629 | 630 | 631 | 632 | 633 | 634 | 635 | 636 | 637 | 638 | 639 | 640 | 641 | 642 | 643 | 644 | 645 | 646 | 647 | 648 | 649 | 650 | 651 | 652 | 653 | 654 | 655 | 656 | 657 | 658 | 659 | 660 | 661 | 662 | 663 | 664 | 665 | 666 | 667 | 668 | 669 | 670 | 671 | 672 | 673 | 674 | 675 | 676 | 677 | 678 | 679 | 680 | 681 | 682 | 683 | 684 | 685 | 686 | 687 | 688 | 689 | 690 | 691 | 692 | 693 | 694 | 695 | 696 | 697 | 698 | 699 | 700 | 701 | 702 | 703 | 704 | 705 | 706 | 707 | 708 | 709 | 710 | 711 | 712 | 713 | 714 | 715 | 716 | 717 | 718 | 719 | 720 | 721 | 722 | 723 | 724 | 725 | 726 | 727 | 728 | 729 | 730 | 731 | 732 | 733 | 734 | 735 | 736 | 737 | 738 | 739 | 740 | 741 | 742 | 743 | 744 | 745 | 746 | 747 | 748 | 749 | 750 | 751 | 752 | 753 | 754 | 755 | 756 | 757 | 758 | 759 | 760 | 761 | 762 | 763 | 764 | 765 | 766 | 767 | 768 | 769 | 770 | 771 | 772 | 773 | 774 | 775 | 776 | 777 | 778 | 779 | 780 | 781 | 782 | 783 | 784 | 785 | 786 | 787 | 788 | 789 | 790 | 791 | 792 | 793 | 794 | 795 | 796 | 797 | 798 | 799 | 800 | 801 | 802 | 803 | 804 | 805 | 806 | 807 | 808 | 809 | 810 | 811 | 812 | 813 | 814 | 815 | 816 | 817 | 818 | 819 | 820 | 821 | 822 | 823 | 824 | 825 | 826 | 827 | 828 | 829 | 830 | 831 | 832 | 833 | 834 | 835 | 836 | 837 | 838 | 839 | 840 | 841 | 842 | 843 | 844 | 845 | 846 | 847 | 848 | 849 | 850 | 851 | 852 | 853 | 854 | 855 | 856 | 857 | 858 | 859 | 860 | 861 | 862 | 863 | 864 | 865 | 866 | 867 | 868 | 869 | 870 | 871 | 872 | 873 | 874 | 875 | 876 | 877 | 878 | 879 | 880 | 881 | 882 | 883 | 884 | 885 | 886 | 887 | 888 | 889 | 890 | 891 | 892 | 893 | 894 | 895 | 896 | 897 | 898 | 899 | 900 | 901 | 902 | 903 | 904 | 905 | 906 | 907 | 908 | 909 | 910 | 911 | 912 | 913 | 914 | 915 | 916 | 917 | 918 | 919 | 920 | 921 | 922 | 923 | 924 | 925 | 926 | 927 | 928 | 929 | 930 | 931 | 932 | 933 | 934 | 935 | 936 | 937 | 938 | 939 | 940 | 941 | 942 | 943 | 944 | 945 | 946 | 947 | 948 | 949 | 950 | 951 | 952 | 953 | 954 | 955 | 956 | 957 | 958 | 959 | 960 | 961 | 962 | 963 | 964 | 965 | 966 | 967 | 968 | 969 | 970 | 971 | 972 | 973 | 974 | 975 | 976 | 977 | 978 | 979 | 980 | 981 | 982 | 983 | 984 | 985 | 986 | 987 | 988 | 989 | 990 | 991 | 992 | 993 | 994 | 995 | 996 | 997 | 998 | 999 | 1000

SOVEREIGN PARTNERS

Venisse & Associates Inc.
Transportation Engineers & Planners

Weston & Sampson

SMOLAK & VAUGHAN
ATTORNEYS AT LAW

LPS
CONSULTING GROUP

tat

Summary of Project Benefits

10

- Ferncroft Apartments is located close to major transportation corridors; in area having existing water, sewer and other utilities available
- Fulfills a need for rental housing to meet the needs of Middleton's aging population and younger households entering the market.
- Proposal for 200 units of rental housing, including 50 affordable units; 100% of the rental units would count toward Middleton's Subsidized Housing Inventory (SHI)
- Could bring Middleton's SHI to over 11%, consistent with Goal #3 of Middleton's most recent 2019-2024 Housing Production Plan; meaning no obligation to entertain new 40B projects possibly beyond the 2030 decennial census



Questions



Thank you