

**MIDDLETON SELECT BOARD**  
**MEETING AGENDA**  
**FULLER MEADOW ELEMENTARY SCHOOL**  
**143 SOUTH MAIN STREET, MIDDLETON, MA 01949**  
**TUESDAY, SEPTEMBER 16, 2025**  
**5:00 PM**

*This meeting is being recorded*

- |         |  |
|---------|--|
| 5:00 pm | 1. Business <ul style="list-style-type: none"><li>• Warrant: 2606, FP70</li><li>• Minutes: July 8, 2025 ES 1+2; August 5, 2025 ES 1+2, Sep. 2 ES, Sep. 2, 2025 OS 1+2</li><li>• Town Administrator Updates and Reports</li><li>• Middleton Municipal Campus Update<ul style="list-style-type: none"><li>i. New Building Hours and Moving Process</li></ul></li></ul> |
| 5:20 pm | 2. Department Head Update: Town Planner – Anna Bury Carmer   |
| 5:35 pm | 3. Continued Liquor License Violations Public Hearings <ul style="list-style-type: none"><li>i. 232 South Main St. – Vinumn – Walk-in Cooler and Mounted Sign</li><li>ii. 156 South Main St. – Richdale - Walk-in Cooler, Work without permit</li></ul>  |
| 5:40 pm | 4. Review ABCC Bulleting re: Local Policy Choices relative to on-premise licenses  |
| 5:45 pm | 5. Surplus Town Properties: Status Update  |
| 5:55 pm | 6. Citizen Academy Schedule Overview   |
| 6:00 pm | 7. Public Comment ( <i>to be held at 6pm for all Select Board meetings</i> )   |
| 6:05 pm | 8. Wellpath Bankruptcy Update  |
| 6:10 pm | 9. Review 35 Village Road 40B Comment Letter   |
| 6:20 pm | 10. Appointments: Police Department – Detective: Kosta Agganis   |
| 6:25 pm | 11. Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining negotiations: Police Union request relative to Residency  |
| 6:30 pm | 12. Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to litigation: Turnout Gear Damages  |
| 6:35 pm | 13. Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining negotiations: Library Union Contract Review   |
| 6:50pm  | 14. Return to Open Session – Ratify Library Union Contract   |
| 7:00 pm | 15. 7:00 pm joint meeting with Library Board of Trustees to discuss Library Director hiring process  |
| 7:20 pm | 16. Executive Session pursuant to G.L. c. 30A, s. 21(a)(2) to discuss strategy with respect to non-union personnel: Town Administrator parental leave discussion.  |
| 7:30 pm | 17. Executive Session pursuant to G.L. c. 30A, s. 21(a)(2) to discuss strategy with respect to non-union personnel: Finance Director/Town Accountant contract extension discussion.  |

Upcoming Meetings

October 7 & 21 Regular Select Board Meeting

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

MIDDLETON SELECT BOARD, ZONING BOARD of APPEALS, PLANNING BOARD  
PUBLIC FORUM  
JOINT MEETING MINUTES  
FULLER MEADOW SCHOOL  
143 SOUTH MAIN STREET, MIDDLETON, MA 01949  
September 2, 2025 at 7PM

① A

- *Select Board: Chair Cresta reconvened the Select Board at 7:15pm and announced the meeting was recorded.*

Present: Brian Cresta, Debbie Carbone, Jeff Garber, Rick Kassiotis, Kosta Prentakis

- *Planning Board: Chair DeGregorio reconvened the Planning Board at 7:15pm.*

Present: Anthony DeGregorio, Jason Bernhard, Shad Brook.

- *Zoning Board of Appeals: Chair Benevento called the ZBA to order at 7:30pm.*

Present: Richard Benevento, William Renault, Carolyn MacPherson, Craig Hartwell, Linda Richards, Anthony Mirabito

- Also in attendance: Justin Sultzbach, Town Administrator; Jackie Bresnahan, Assistant Town Administrator; Anna Bury-Carmer, Planning Director; Town Counsel Attorney Jay Tallerman

- Development Team: Project Attorney John Smolak, Smolak & Vaughan; William Graham, & William Gentile, Sovereign Partners, Ownership; Architect Ed Bradford, AIA TAT Principal; Civil Engineer Anthony Capachietti, PE, Weston & Sampson

***Select Board Joint Meeting with Planning Board & Zoning Board of Appeals***

- Public Forum on proposed 35 Village Road 40B development

B. Cresta gave an overview of the meeting agenda noting this was an Informational meeting for residents; pending the developer filing the project with the state as a 40B, there would be additional opportunities for public meetings in the future. This (40B) is a state process with the Select Board, Planning Board and Zoning Board participating at certain junctures.

J. Sultzbach lead introductions of participants and reiterated this was very early in the 40B process and many changes were anticipated as the permit goes forward over the next couple of years.

A. Bury-Carmer summarized 40B housing developments and referenced a slide deck:

- 40b is a statute in Mass General law that specifically prioritizes the development of affordable housing and allows developers to meet certain criteria to develop affordable housing anywhere in the state and offers relief from local zoning bylaws.
- Permitting starts with a project eligibility letter from the state. If approved, the ZBA is the issuing authority for Comprehensive Permits and responsible for conducting public hearings.
- Construction only begins after the permit is approved.

The meeting was open for questions from the public. In response to questions the following information was provided: A 40B project is not "section 8 housing" or "low income", rather it is housing affordably priced, relative to the median income of the community it is built in; for Middleton the required annual income to qualify is \$100,000, which is adjusted per household size. Developments typically have a mix of 1-3 bedroom units and a blend of affordable units and market rate units. All units in this development are rental units.

Safe harbor is when a town's subsidized housing inventory reaches 10 percent and the Town may reject 40B housing; Middleton is currently at 5.1 percent affordable housing.

The development team provided an overview of their proposed project.

Attorney Smolak spoke on the proposed project and recognized the town for holding the forum. He reiterated the proposed project is in the very early stage of the process. The project eligibility letter application was filed with Mass Housing with a conceptual plan, and a site visit conducted. The town's comments are due back to Mass Housing in September. If the State issues a Project Eligibility Letter, the developer will be allowed to file a Comprehensive Permit application with the ZBA. All plans associated with the project will be filed through the ZBA.

The proposed location, 35 Village Road is a 12.5 acre site with an existing 230,000 square foot office building and parking garage, built in the late 1990's. The proposed project is a 200 unit residential community, including the units in two separate buildings.

Bill Gentile followed with an introduction to Sovereign Partners, who has owned Ferncroft Corporate Center since 2014. Sovereign Partners does not own other properties in Massachusetts but is nationwide with a mix of residential and office space with over 6 million sq ft.

Tony Capachietti referenced an aerial photo of the area to show the location of the existing buildings in proximity to the area i.e. Coco Keys Water Park. Ferncroft Tower, Ironwood at the Green, the parking garage and office building. Noting the topography varies in the area, the intention is for two separate residential lots to be created, and to minimize the disturbance to the area, work with the hillside grade, and maintain natural buffers. He pointed out the location of the two buildings; Both are 5-6 stories - Building A has 94 units and Building B has 106 units, sited along Village Road with a cul-de-sac between the two buildings. He further reviewed the parking plan, including the existing garage. Currently the plan is 10-15% designed to initiate input to guide the development of the plan. Open space is behind the buildings overlooking the golf course. Some other general details were noted such as height, density, and utilities, compared to abutting properties.

Ed Bradford gave an overview of the unit breakdown: 139 one bedroom (69.5%) projected affordable rent \$ 2,249; 41 two bedroom (20.5%) projected affordable rent \$2,678; 20 three bedroom (10%) projected affordable rent \$3,062. Affordable and market rate units will have same finishes.

In closing, Attorney Smolak noted the project meets three objectives of the Town's Master Plan & Housing Production Plan to provide affordable housing; all rental units, including market rate, are counted towards the Subsidized Housing inventory and would bring the town's rate to 11 percent and exceed the required 10 % for Safe Harbor. Along with Villebridge 40B project approved last year, the town will be over 12.9% subsidized housing.

The meeting was open to comments and questions and in response the following information was provided.

Traffic analysis is being completed as part of a full report along with a parking analysis to be submitted to the ZBA. The Town will have independent peer reviews done on the project as well.

Under 40B, the Developer can waive local bylaws and existing zoning requirements. The Developer indicated they intend to split the property and create residential lots; this is currently zoned commercial.

It is the developers intention to maintain mature trees and leave the existing buffer along the street.

Increased traffic was noted as concern and how to limit emergency vehicle access only.

There is one other existing, approved 40B project in town at the former Angelica's site on Route 114.

There can be a incidental commercial component built with residential 40B projects. This is different than MBTA zoning. Attorney Tallerman spoke in detail on how 40B projects are allowed to bypass zoning regulations. He added towns have little control over denying these permits and rarely win an appeal in court; the 40B process is in favor of the developer to promote affordable housing, whether it is rental unit or condo ownership.

The ownership of Village Road was questioned in a specific section. This will be looked at.

There was concern with the additional impervious surface impacting the abutting neighborhood wells. It was noted there are no waivers granted the developer from the Stormwater regulations.

Concern on the impact to the school system and blasting for construction was brought up and it was noted the project is heavy on one and two bedroom units and typically these type of developments do not impact schools. If blasting is needed there are strict regulations to be followed and the town is well protected against damage.

In closing ZBA Chair reiterated this is a very detailed process and the ZBA is made up of skilled professionals. He referenced the Angelica site 40B process and how comprehensive the meetings were. The ZBA takes these permits very seriously.

B. Cresta recognized the developer for attending and answering questions, noting they were not obligated to be there.

**Documents** - either before the meeting, in a packet, or at the meeting:

*Slide deck:*

*Chapter 40B Housing Developments*

*Ferncroft Apartments – Proposed Residential Community*

**Adjournment:** The boards adjourned at approximately 8:45pm

**Respectfully submitted by**

Catherine E. Tinsley 9.5.25

Catherine Tinsley, Recording Secretary

\_\_\_\_\_  
Debbie Carbone, Select Board Clerk

Respectfully submitted as approved by the Select Board at the \_\_\_\_\_ meeting.

\_\_\_\_\_  
Zoning Board of Appeals

Respectfully submitted as approved by the Zoning Board at the \_\_\_\_\_ meeting.

\_\_\_\_\_  
Planning Board

Respectfully submitted as approved by the Planning Board at the \_\_\_\_\_ meeting.



MEETING MINUTES  
MIDDLETON SELECT BOARD MEETING  
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER  
143 SOUTH MAIN STREET, MIDDLETON, MA 01949  
September 2, 2025 at 5pm

With a quorum present the Chair called the meeting to order at 5pm and announced *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.*

1. **5pm- Executive Session (ES) – Vote:** *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 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 Select Board returned to open session at 5:27 PM

2. **Public Hearing** on Application of AM Market Inc. by Principals Adam R. Youssef & Maryam Abdalla, for Transfer of Licenses for the Wine & 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.

*The Chair read the public hearing notice and the board voted unanimously to open the public hearing at 5:29PM.*

Attorney Thomas Truax, Kalikow, Kalido & Truax, Salem, Ma spoke on behalf of the proposed licensee, A. Youssef, Principal and proposed license manager, also present. This sale involves all the assets of the current owner, including the transfer of the Wine & Malt Beer License. Attorney Truax spoke on the related experience of A. Youssef and noted he is TIPS certified. The liquor sale hours will remain the same: M-S 8am to 11pm and Sundays 10am to 11pm; the hours of the general operation may be adjusted.

The hearing was open for questions & comments.

***Vote:*** *On a motion by Prentakis, seconded by Carbone, the Board voted **unanimously to approve** the Transfer of Licenses for the Wine & Malt Package Store Off- Premises License from JRS Business LLC, 251 South Main Street to AM Market Inc.*

### 3. Business

**Warrant:** 2604/ August 21, 2025: Payroll: \$ 675,000; Bills Payable: \$2.7mm: FP68 - \$ 100,000

**Warrant:** 2605/ September 4, 2025: Payroll: \$ 774,000; Bills Payable: \$ 1.1mm ; FP69 - \$ 2.5mm

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 2604, 2605, and FP68 & FP69.*

**Minutes:** OS August 5, 2025 (Held: July 8, 2025 ES #1 & #2; August 5, 2025 ES #1 & #2)

***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

- The schools have officially kicked off their calendar 25/26 School year. We wish our partners at the TTU and Masco the best of luck in the upcoming year.
- Middleton PD and School Administrators have been monitoring the traffic pattern situation at Fuller Meadow. So far there have been no issues.

- The Fuller Meadow Roof project has hit the Schematic Design phase. A vote will need to be held to fund the construction phase of this project at the Annual Town Meeting – with no cost estimation available at this time.
- Transfer Station Sticker season is upon us. Costs have increased to \$195.
- The Health Department held a vigil last week for Opioid Awareness. It was very well attended, thank you to the staff and volunteers that make it possible.
- MassHousing hosted a walkthrough a couple weeks ago relative to the proposed 35 Village Road project; a public forum will be held on that topic later this evening.
- The speed hump for upper Central Street was cleared by engineering and it's expect to be installed by late October outside of school hours. Engineers will confirm the current height of the existing speed humps at that time

#### **Middleton Municipal Campus Update**

- a. Owner consultants/Vendors  
Change order - Valley Communications (#8)Public Safety: \$ 47,445.15  
Change order - Valley Communications & (#9)Town Hall: \$227,855.93
  - b. Architecture/Engineering - Context  
Amendment #21 - additional site visits for landscape, architect, civil engineer: \$22,200 (the goal is to use ½)  
Amendment #22 - regrade town green/add path from town hall to town green (per building committee) -\$12,500
- 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 OPM report was presented to the Building Committee at their August meeting. The project is entering the finishing stage, curb work/sidewalks will be started, and paving is due to be completed in October. The Town Green will be started with landscaping; the landscaping behind Town Hall is completed and provided an overview of the interior work progress. Furniture and technology are next to be awarded contracts.
- B. Laroche mentioned he heard the state's repaving for Route 114 from Danvers to N. Andover will not be done this year. It was noted this timeline may change how the paving for the municipal project is approached; the Town Administrator will follow up with DOT/state.
- B. Laroche explained the additional services request in change order #8 & #9 and Amendments #21 & #22 and fielded questions from the Board

***Vote:*** On a motion by Carbone, seconded by Prentakis, the Board voted unanimously **to approve the following:** Owner consultants/Vendors Change order for Valley Communications (#8) Public Safety: \$ 47,445.15 & (#9)Town Hall: \$227,855.93; and Architecture/Engineering Amendment #21 additional site visits for landscape, architect, civil engineer: \$22,200 and Amendment #22 to regrade town green/add path from town hall to town green -\$12,500

- B. Laroche reviewed the details in Change order 09: \$269,952 and noted about \$ 132,000 will be reimbursed by MELD.
- Vote:*** On a motion by Prentakis, seconded by Carbone, the Board voted unanimously **to approve** Change Order 09.

#### **4. 5:45pm - Continued Public Hearings: Liquor License Violations (6:10pm)**

- a. 232 South Main St. – Vinumn Liquors: Walk-in Cooler & Mounted Sign
- b. 156 South Main St. – Richdale: Walk-in Cooler, Work without permit

The Building Commissioner reported permits were pulled and work in progress is being reviewed.

***Vote:*** On a motion by Kassiotis, seconded by Prentakis, the Board voted **unanimously to continue** the Public Hearing for Liquor License Violations to September 16, 2025.

**5. Introduction of new Middleton Firefighters** – Fire Chief LeColst was present to introduce the four new full time firefighters to the Board. The firefighters will have a month of in house training and start the Fire Academy's 10 week program in December. Three of the four firefighters are paramedics and one will start training. Chief introduced the firefighters and gave a brief summary of their experience: Cam Smith; Elise Mimo; Cole Sampson; Robert Moran.

**6. Approve testimony for Joint Committee on Municipalities & Regional Government for Charter Home Rule Petition**

An approval of the testimony being presented by the Town Administrator at the public hearing was requested.

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

**7. 6PM -Public Comment (6:27pm)- There was none.**

**8. Appointments: Cultural Council (2 seats w/ 3 year terms): Paula Fee; Richard Gilman**

P. Fee was present and spoke on her interest to be appointed on the Cultural Council.

R. Gilman was unable to attend.

*Vote: On a motion by Prentakis, seconded by Kassiotis, the Board voted unanimously appoint Paula Fee and Richard Gilman to the Cultural Council for a term through June 30, 2028*

**9. Appointments: Interim Veterans Service Officer (VSO): Kevin Welch**

K. Welch served as the previous VSO and has committed to being the interim VSO and assist the town with the hiring and training of a new VSO. Nathen Steadman was thanked for his service to the town.

It was questioned if this could be a shared position with other towns in the future.

*Vote: On a motion by Kassiotis, seconded by Prentakis, the Board voted **unanimously to appoint** Kevin Welch as interim Veterans Service Officer through the period of an appointment of a permanent position.*

**10. Appointments: Police Department - Reserve Officer: David Arathuzik**

Captain Armitage was present to recommend the appointment of former detective David Arathuzik as a Reserve Officer. D. Arathuzik was present and spoke to his interest in serving as a Reserve Officer.

*Vote: On a motion by Prentakis, seconded by Carbone, the Board voted **unanimously to appoint** David Arathuzik as a Reserve Officer through a term of June 30, 2026.*

**11. Police Department Building Disposition Draft RFP**

As a direct abutter J. Garber recused himself from this discussion and left the meeting\*

J. Sultzbach highlighted the timeline being posted on October 1. The RFP will be posted i.e. the Central Register and advertised in the Salem News, as well as other media; a site visit is scheduled on October 15.

*Vote: On a motion by Kassiotis, seconded by Carbone, the Board voted **unanimously\*4-0 to approve** timeline as proposed and authorize the Town Administrator to make changes to the RFP as needed.*

**12. Surplus Town Properties: Status Update- Ongoing Agenda item.**

J. Sultzbach continued to update the Board on changes. A revised scope of work for the Fire Station is anticipated. Regarding Memorial Hall, a scope of work to determine potential septic for livable units is in progress.

**13. Review Water Use Mitigation Program (WUMP) Policy – Present:** DPW Paul Goodwin; Kristen Kent, Conservation Agent. P. Goodwin spoke in support of the WUMP Policy being finalized for water conservation, which he noted has been discussed for years. K. Kent explained the water hook up fee scheduled which is triggered based on increase in water usage due to a change in use or newly permitted construction of 3 units or larger. The fees can only be used on water conservation capped at \$100,000 spending annually.

*Vote: On a motion by Prentakis, seconded by Carbone, the Board voted **unanimously to adopt** the Water Use Mitigation Program Policy as presented.*

**14. Updates & Announcements**

The Trash Queens & Stream Team are holding a town wide Letter pick up for Saturday September 20.

**15. Jointly with the Planning Board**

- Appointment: Planning Board Alternate (1 seat, 1 year term): Robert Craig or Robert Pelligrini

➤ *Planning Board Call to Order: With a quorum present, the Chair, Anthony DeGregorio called the meeting to order at approximately 6:50 pm. Present: Jason Bernhard, Shad Brook.*

Both candidates were present, introduced themselves, gave an overview of their background, and spoke to their interest serving on the Planning Board. The candidates fielded questions from the Boards.

*Vote: The Board voted unanimously both candidates be nominated for consideration. The vote was 6-2 R. Craig be appointed as Planning Board Alternate.*

The Chair took roll call:

Anthony DeGregorio – R. Craig

Jason Bernhard – R. Craig

Shad Brook - R. Craig

Brian Cresta - R. Craig

Debbie Carbone - R. Craig

Jeff Garber - R. Craig

Rick Kassiotis – R. Pelligrini

Kosta Prentakis – R. Pelligrini

**16. Joint Meeting with PB and ZBA re 35 Village Road (proposed 40b development)**

*The Select Board and Planning Board recessed at 7:06pm and reconvened in the cafeteria. These minutes are a part of this meeting recorded separately as a joint meeting.*

**Upcoming Regular Select Board Meetings:** September 16; October 7 & 21

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

- Transfer application materials from JRS Business
- Warrant Warrants 2604, 2605, and FP FP68 & FP69.
- Minutes
- Change Order 008 Amendment – Middleton Municipal Complex, July 16, 2025
- Change Order 009 Amendment – Middleton Municipal Complex, August 20, 2025
- Context Amendment No. 21 August 18, 2025
- Context Amendment No. 22 August 19, 2025
- Email S. Fitzpatrick – Update on Liquor License violations 152 S. Main St & 232 S Main St. 8.27.25
- Select Board Letter of support re House Bill 4399 – 9.2.25
- Appointment Forms 2025 – P. Fee; R. Gilman
- Email Capt Armitage - appointment recommendation D. Arathuzik
- Draft RFP – Police Station, 65 N. Main St.
- Email J. Sultzbach re Surplus Property Next Steps 9.2.25
- Proposal -C.G. Johnson Engineering ,Inc re Memorial Hall, 48 S. Main St. septic study 8.29.25
- Email K. Kent Conservation Agent re Water use Mitigation Program 8.27.25
- Talent Bank Application -R. Craig; R. Pellegrini
- Chapter 40B Housing Developments

**Adjournment:** The Board voted unanimously **to adjourn at approximately 8:45pm.**

**Respectfully submitted by**

Catherine E. Tinsley 9.5.25

Catherine Tinsley, Recording Secretary

\_\_\_\_\_  
Debbie Carbone, Select Board Clerk

Respectfully submitted as approved by the Select Board at the \_\_\_\_\_ meeting.

# TOWN OF MIDDLETON

## OFFICE OF THE TOWN ADMINISTRATOR

48 South Main Street, Middleton, MA 01949



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Telephone (978) 777-3617  
[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)

TO: Select Board  
FROM: Justin Sultzbach, Town Administrator  
DATE: September 16, 2025  
RE: New Town Hall Hours and Moving Process

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Board Members,

As referenced in various Town Administrator Updates, I have been working with Department Heads in both Memorial Hall and 195 N. Main to develop proposed hours for the new Town Hall in advance of the move in late winter/early spring 2026. (The Recreation/COA half of the building will maintain separate hours specific to their programming). This has had some challenges that would be expected in trying to reconcile two past practices relative to operating hours. Despite this, the group has found compromise with the following proposed hours:

**Monday 7:30-4**

**Tuesday 7:30-5:30**

**Wednesday 7:30-4**

**Thursday 7:30-4**

**Friday 7:30-12**

These hours will take effect once the move is complete. I will continue to work with employees (as I currently do) who have obligations that would prohibit them from working those exact hours within that window of time. It is our preference and expectation that public facing offices make an effort to stagger their staff to ensure coverage during those hours when possible. This totals 40 hours of access for residents.

With this settled, we are beginning our early steps in framing out the moving process. So far, this has included a review of moving services through the State contract (included in your packet). I have also sent an email to Department Heads asking for any special considerations specific to their department that we want to ensure we do not overlook during the move. I will provide updates on this process as we continue through the fall, with the goal of having a firm plan in place prior to Thanksgiving.



# FAC127: Moving and Storage Services

**UPDATED:** May 07, 2025

<b>Contract #:</b>	FAC127
<b>MMARS MA #:</b>	FAC127*
<b>Initial Contract Term:</b>	02/01/2024 – 01/31/2030
<b>Maximum End Date:</b>	One 2-year extension to 01/31/2032
<b>Current Contract Term:</b>	02/01/2024 – 01/31/2030
<b>Contract Manager(s):</b>	Sonia Castro, 617-359-7271, <a href="mailto:sonia.castro@mass.gov">sonia.castro@mass.gov</a> Tatiana Henry, 617-359-7289, <a href="mailto:tatiana.henry@mass.gov">tatiana.henry@mass.gov</a>
<b>This Contract Contains:</b>	Environmentally Preferable Products
<b>UNSPSC Codes:</b>	78-10-18 – Office, school, and library moving services
<b>Updates:</b>	Updated Vendor Phone #s, Add PO # for Mass Trucking, and SST Member Status
<small>*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).</small>	

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## Supplier Diversity Requirements

**When selecting vendor(s) without soliciting quotes or a statement of work, Executive Departments should follow the below guidance:**

When selecting contractors and placing orders, Executive departments shall utilize diverse and small businesses to the extent possible based on contract terms, SDO and departmental policies, laws, and regulations. Additionally, departments shall make a preference for contractors with higher SDP commitments and/or performance whenever such information is available (or is requested from contractors by the department) and the preference is feasible.

OSD provides up-to-date information on the availability of diverse and small businesses on statewide contracts through the [Statewide Contract Index](#) available on the COMMBUYS home page. See the “Programs (SDO and SBPP)” tab for current certification and small business status of contractors on this contract.

**When selecting vendor(s) from multiple quotes and statement of work, Executive Departments should follow the below guidance:**

Requirements of the Small Business Purchasing Program for Small Procurements (expected annual value of \$250,000 or less) or the Supplier Diversity Program for Large Procurements (expected annual value exceeding \$250,000) apply to Executive Departments soliciting quotes or issuing statements of work.

**Small Business Award Preference:** In accordance with the Supplier Diversity Office’s SBPP Policy, Departments must award contracts for Small Procurements to SBPP-participating small business bidders if both of the following conditions are met:

- The response is received from an eligible small business; AND
- The response meets the Department’s best value criteria as defined in the RFR or RFQ.

**SDP Commitment:** Businesses awarded large Commonwealth contracts for goods and services (also called prime contractors or prime vendors) are required to make measurable financial commitments to do business with one or more diverse businesses (often called SDP Partners). This business-to-business relationship requirement applies to all Large Procurements for goods and services, which were historically defined as those expected to exceed \$150,000 in total spending. Effective July 1, 2021, Large Procurements will be defined as those expected to exceed \$250,000 in annual spending.

Executive departments should take into consideration contracted vendors SDP commitments when evaluating responses. Specifically, the following fields of the new SDP Plan Form correspond to the goals stated above:

Type of information collected from bidders	Possible use of the information by the SST
SDP focus statement	Assess the bidder’s level of integration of supplier diversity into company operations.
SDP policy link or attachment (if any)	
Additional creative initiatives (if any)	
SDP commitment – subcontracting	Evaluate the bidder’s SDP commitment.
SDP commitment – ancillary	
SDP commitment – total	
List of proposed partners	Assess the likelihood of the bidder meeting their SDP commitment.
Company prior year spending with the list of partners (if available)	

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

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such a purchase or engagement must be reported by the Contractor using the SDP Reporting Form directly to the Department and may not be included in any other SDP reporting filed by the Contractor.

OSD provides up-to-date information on the availability of diverse and small businesses on statewide contracts through the [Statewide Contract Index](#) available on the COMMBUYS home page. See the "Programs (SDO and SBPP)" tab for current certification and small business status of contractors on this contract.

## Pricing, Quote and Purchase Options

### Purchase Options

The purchase options identified below are the only acceptable options that may be used on this contract:

- Purchases made through this contract may be direct, outright purchases
- This is a fee for service contract

### Pricing Options

- **Ceiling/Not-to-Exceed:** Contract discounts and other pricing published under the contract represents "ceiling" or "not-to-exceed" pricing, and may be further negotiated.

### Product/Service Pricing and Finding Vendor Price Files

Each contractor has a "Price Sheet" on COMMBUYS which includes their specific pricing details. Vendor price lists are in the attachments tab on each MBPO. Links to the MBPO's are provided on the vendor information page below.

A Summary of Vendor Information and Pricing is available as an attachment to the Solicitation Enabled MBPO.

### Setting Up a COMMBUYS Account

COMMBUYS is the Commonwealth's electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or [OSDhelpdesk@mass.gov](mailto:OSDhelpdesk@mass.gov).

When contacting a vendor on statewide contract, always reference FAC127 to receive contract pricing.

### Quick Search in COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.

### How To Purchase From The Contract

- **Solicit quotes and select and purchase quoted item in COMMBUYS**  
This COMMBUYS functionality provides a mechanism to easily obtain quotes, as specified by the Contract. The buyer would create a Release Requisition, and then convert it to a Bid. After approval by the buyer approving officer, the bid is then sent to selected vendors to request quotes. Buyers must include "FAC127 RFQ" when entering information in the Description field.

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## OPERATIONAL SERVICES DIVISION

by M.G.L. c. 149, § 44A(2)(G). A “state-assisted contract” is a construction project undertaken by a political subdivision of the commonwealth or two or more subdivisions thereof for planning, acquisition, design, construction, demolition, installation, repair or maintenance whose costs are paid for, reimbursed, grant funded, or otherwise supported, in whole or in part, by the commonwealth. An affected awarding authority’s bid documents must include a reference to the specific goals that will be contained in the contract. The contract must also include the processes and procedures to ensure compliance with the Workforce Participation Goals, including reporting and enforcement provisions. For questions about the Workforce Participation Goals law, please contact Deborah Anderson at the Attorney General’s Office at 617-963-2371, or visit the Attorney General’s [Public Construction Bidding in Massachusetts FAQ](#).

The Office of the Attorney General’s Fair Labor Division is responsible for enforcing the prevailing wage laws. Visit [www.mass.gov/prevailing-wage-enforcement](http://www.mass.gov/prevailing-wage-enforcement) for more information.

## Instructions for MMARS Users

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor.

## Environmentally Preferable Products (EPP)

Buyers may find and choose moving materials with post-consumer recycled content (PCRC) used to perform moving services in each Vendor’s price files. In addition, vendors on this contract may provide recycling of any waste materials and surplus property that is part of a move.

Click here to learn more about the [Environmentally Preferable Products \(EPP\) Procurement Program](#).

## Emergency Services

Many statewide contracts are required to provide products or services in cases of statewide emergencies. [ML - 801 CMR 21](#) defines emergency for procurement purposes. Visit the [Emergency Response Supplies, Services and Equipment Contact Information for Statewide Contracts](#) list for emergency services related to this contract.

## Contract Exclusions and Related Statewide Contracts

This contract may not be used for the storage of public records. Statewide Contract FAC126 - Records Management, Storage, Digitization, and Archiving Services incorporates vendor performance specifications, terms, and conditions appropriate to the handling and preservation of public records.

This contract may not be used for Disposal Services unless it is part of a project that includes a move. Eligible Entities seeking obsolete furniture removal services only should utilize Statewide Contract FAC86 - Solid Waste and Recycling Services, category 2: Bulky Waste.

## Additional Information/FAQs

### Travel Expense

If the quote or Statement of Work accepted by the Eligible Entity includes charges for travel time, tolls, or ferry fares:

- travel time may be charged for a maximum of four (4) hours
- Tolls and ferry charges may be invoiced if included in the quote. Receipts must be produced on request.

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## **Performance and Payment Timeframes Which Exceed Contract Duration**

All term leases, rentals, maintenance, or other agreements for services entered into during the duration of this Contract must terminate on or before the contract end date stated on the first page of this Contract User Guide.

## **Strategic Sourcing Team Members**

- Michael Comeau, SEC
- Mary Beth Curley, DPH
- Gerard DeFranc, DCF
- John Ferrara, DCAMM
- Sean Fisher, DCR
- David Harvey, DPH
- Melinda Izsak, SCA
- Brian Kearnan, POL
- Elizabeth O'Connell, SEC
- Kim Schippers, DPH
- Jane Sproul, Boston Public Library
- Cory Thomas, EHS
- Sarah Wilkinson, DPL
- Reann Rostamnezhad, OSD
- Tim Kennedy, OSD
- Sean Corbin, OSD
- Sonia Castro, OSD
- Tatiana Henry, OSD



## OPERATIONAL SERVICES DIVISION

Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	Email	Counties	Discounts (PPD, Dock Delivery, Other)	SDO Certification Type	SDP Commitment Percentage
Mass Trucking Services, Inc.	PO-23-1080-OSD03-OSD03-36130	Donnell Murray	617-595-3718	<a href="mailto:Masstruckingllc@yahoo.com">Masstruckingllc@yahoo.com</a>	All	PPD: 2% - 10 days PPD: 1.50% - 15 days PPD: 0% - 20 days PPD: 0% - 30 days	MBE	50%
National Library Relocations, Inc.	<a href="#">PO-23-1080-OSD03-OSD03-31823</a>	Scott Miller	631-232-2233	<a href="mailto:scott@nlrbookmovers.com">scott@nlrbookmovers.com</a>	All	PPD: 3% - 10 days PPD: 2% - 15 days	N/A	1%
Oscar's Moving Company, LLC	<a href="#">PO-23-1080-OSD03-SRC02-31888</a>	Andrea Wasik	617-202-9566	<a href="mailto:sales@oscarsmovingcompany.com">sales@oscarsmovingcompany.com</a>	All	PPD: 3% - 10 days PPD: 2% - 15 days PPD: 1% - 20 days PPD: 1% - 30 days	WBE	5%
RARE Trucking Company, Inc.	<a href="#">PO-23-1080-OSD03-OSD03-31932</a>	Kamaul Reid	617-825-7273	<a href="mailto:kamaul@bostonraremovers.com">kamaul@bostonraremovers.com</a>	All	PPD: 3% - 10 days PPD: 2% - 15 days PPD: 1% - 20 days PPD: 0% - 30 days	MBE	6%
Wakefield Moving and Storage	<a href="#">PO-23-1080-OSD03-OSD03-31867</a>	Steve Gorman	800-225-3688	<a href="mailto:sgorman@wakefieldmoving.com">sgorman@wakefieldmoving.com</a>	All	PPD: 3% - 10 days PPD: 2% - 15 days PPD: 1% - 20 days PPD: 0% - 30 days	N/A	4%
William B. Meyer, Inc.	<a href="#">PO-23-1080-OSD03-OSD03-31826</a>	Frank Cantwell	800-873-6393	<a href="mailto:fcantwell@mevyrinc.com">fcantwell@mevyrinc.com</a>	All	PPD: 1.5% - 10 days PPD: 1% - 15 days PPD: 0.5% - 20 days	N/A	2%
William Lowe & Sons Corp	<a href="#">PO-23-1080-OSD03-OSD03-31765</a>	Douglas Lowe	617-242-8600	<a href="mailto:doug@lowemovers.com">doug@lowemovers.com</a>	All	PPD: 1.5% - 10 days PPD: 1% - 15 days PPD: 0.5% - 20 days	N/A	5%
William Walsh, Inc. dba Walsh Movers	<a href="#">PO-23-1080-OSD03-OSD03-31933</a>	William F. Walsh	508-897-6900	<a href="mailto:bill@walshmovers.com">bill@walshmovers.com</a>	All	PPD: 3.00% - 10 days PPD: 2.50% - 15 days PPD: 2.00% - 20 days	N/A	15%

\*Note that COMMBUYS is the official system of record for vendor contact information.

\*\*The Master Contract Record MBPO is the central repository for all common contract files. Price files may be found in the individual vendor's MBPO.

\*\*\*The Solicitation Enabled MBPO allows for obtaining quotes from multiple vendors.

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

4A

**MEMO:** The following bulletin was released by the ABCC June 30, 2025

On June 30, 2025, Governor Maura Healey signed “An Act Making Appropriations for the Fiscal Year 2026...” creating M.G.L. c. 138, § 12D which permits Local Boards to allow (on-premises) wines and malt beverages license holders to trade in their license for a non-transferable (on-premises) all alcoholic beverages license.

M.G.L. c. 138, § 12D became effective July 1, 2025. Municipalities must accept the new law prior to allowing (on-premises) wines and malt beverages license holders to trade in their license for a (on-premises) all alcoholic beverages license. (On-premises) wines and malt beverages license holders requesting a trade in for a (on-premises) all alcoholic beverages license must submit [an application for a change of license category](#) to the Local Board. Change of license category amendments require ABCC approval and must comply with the “Liquor Control Act” including but not limited to advertisement, abutters’ notification requirements and Local Board hearing.

When a (on-premises) wines and malt beverages license is traded in for a (on-premises) all alcoholic beverages license the (on-premises) all alcoholic beverages license is non-transferable upon issuance. If a (on-premises) all alcoholic beverages license issued pursuant to M.G.L. c. 138, § 12D is cancelled, revoked or no longer in use by the license holder, then an (on-premises) wines and malt beverages license must be granted by the Local Board before a (on-premises) all alcoholic beverages license may be issued/traded.

(On-premises) license for wines and malt beverages traded in for a (on-premises) all alcoholic beverages license pursuant to M.G.L. c. 138, § 12D does not increase the total number of licenses authorized or any other general or special law.

**Policy Choice:** Municipalities must accept the new law prior to allowing M.G.L. c. 138, § 12 (on-premises) wines and malt beverages license holders to trade in their license for a M.G.L. c. 138, § 12 (on-premises) all alcoholic beverages license. Does the Select Board want to adopt this as a new policy for the Town of Middleton or not?

**Guidance Requested:** Please provide direction on if we would like to pursue this or not to finalize at Town Meeting 2026.



Jean M. Lorizio, Esq.  
Chairman

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

4  
B

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ("ABCC") ADVISORY  
REGARDING LOCAL BOARD'S ABILITY TO ALLOW M.G.L. c. 138, § 12 (ON-  
PREMISES) WINES AND MALT BEVERAGES LICENSE HOLDERS TO TRADE IN  
THEIR LICENSE FOR A M.G.L. c. 138, § 12 (ON-PREMISES) ALL ALCOHOLIC  
BEVERAGES LICENSE PURSUANT TO M.G.L. c. 138, § 12D**

On June 30, 2025, Governor Maura Healey signed (in part) "An Act Making Appropriations for the Fiscal Year 2026..." creating M.G.L. c. 138, § 12D which permits Local Boards to allow M.G.L. c. 138, § 12 (on-premises) wines and malt beverages license holders to trade in their license for a non-transferable M.G.L. c. 138, § 12 (on-premises) all alcoholic beverages license. M.G.L. c. 138, § 12D became effective July 1, 2025. The text of the law can be found [HERE](#).

Municipalities must accept the new law prior to allowing M.G.L. c. 138, § 12 (on-premises) wines and malt beverages license holders to trade in their license for a M.G.L. c. 138, § 12 (on-premises) all alcoholic beverages license pursuant to M.G.L. c. 138, § 12D. M.G.L. c. 138, § 12 (on-premises) wines and malt beverages license holders requesting a trade in for a M.G.L. c. 138, § 12 (on-premises) all alcoholic beverages license must submit [an application for a change of license category](#) to the Local Board. Change of license category amendments require ABCC approval and must comply with the "Liquor Control Act" (M.G.L. c. 138) including but not limited to advertisement, abutters' notification requirements and Local Board hearing. Local Boards may charge a reasonable fee that shall not be excessive and may also establish additional requirements.

When a M.G.L. c. 138, § 12 (on-premises) wines and malt beverages license is traded in for a M.G.L. c. 138, § 12 (on-premises) all alcoholic beverages license pursuant to M.G.L. c. 138, § 12D, the M.G.L. c. 138, § 12 (on-premises) all alcoholic beverages license is non-transferable upon issuance. If a M.G.L. c. 138, § 12 (on-premises) all alcoholic beverages license issued pursuant to M.G.L. c. 138, § 12D is cancelled, revoked or no longer in use by the license holder, a M.G.L. c. 138, § 12 (on-premises) wines and malt beverages license must be granted by the Local Board before a M.G.L. c. 138, § 12 (on-premises) all alcoholic beverages license may be issued pursuant to M.G.L. c. 138, § 12D.

A M.G.L. c. 138, § 12 (on-premises) license for wines and malt beverages traded in for a M.G.L. c. 138, § 12 (on-premises) all alcoholic beverages license pursuant to M.G.L. c. 138, § 12D does not increase the total number of licenses authorized pursuant to M.G.L. c. 138, § 17 or any other general or special law.

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law.

Questions concerning this Advisory may be directed to Ralph Sacramone, Executive Director of the Massachusetts Alcoholic Beverages Control Commission at (617) 727- 3040 x 731.

(Revised 8/11/2025)



# COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF THE STATE TREASURER

ALCOHOLIC BEVERAGES CONTROL COMMISSION

95 Fourth Street, Suite 3 Chelsea, MA 02150-2358

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Jean M. Lorizio, Esq.

Commission Chairman

## QUOTA BREAKDOWN

As of: 7/28/2025

Town of: Middleton (0704)

ANNUAL						
On Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available in Quota
AB	14	12	0	0	0	2
WM	5	3	0	0	0	1
WMC		1	0	0	0	
Off Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available in Quota
AB	2	4	2	0	0	0
WM	5	5	1	0	0	1
SEASONAL						
On Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available in Quota
AB	0	2	0	0	0	0
WM	0	0	0	0	0	0
WMC		0	0	0	0	
Off Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available in Quota
AB	0	0	0	0	0	0
WM	0	0	0	0	0	0

Annual	AB	SECTION 12
Club		1
General On-Premises		1
Hotel/Innkeeper		1
Restaurant		9
Annual	WM	SECTION 12
Restaurant		4
Seasonal	AB	SECTION 12
Restaurant		2

This document is for informational purposes only. Consult the local licensing authority regarding availability of licenses or any specific local restrictions imposed by the local licensing authority.

# TOWN OF MIDDLETON

## OFFICE OF THE TOWN ADMINISTRATOR

48 South Main Street, Middleton, MA 01949

Telephone (978) 777-3617  
[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)

TO: Select Board  
FROM: Justin Sultzbach, Town Administrator  
DATE: September 16, 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 2<sup>nd</sup> meeting

9/2/25 Review of Draft RFP at Select Board meeting

9/16/25 RFP finalized, to be posted to Central Register, Commbuys, Salem News, Posted at Town Hall and on the Town Website, and MMA.

### 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 requested, not yet received.

9/16/25 Revised proposal from CBI Consulting received and reviewed by Select Board at 9/16 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 2<sup>nd</sup> meeting.

9/2 Scope of work provided for septic analysis at Select Board Meeting.

9/16 Conversation held with C.G. Johnson Engineering, Inc re: cost estimate. Figures expected for October.

### 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



5A



**September 12, 2025**

Justin Sultzbach  
Town Administrator  
Town of Middleton  
48 South Main Street  
Middleton, Massachusetts 01949  
Telephone: 978.777.3617  
Email: Justin.Sultzbach@middletonma.gov

**RE: Proposal No. P251842.1**

4 Lake Street, Middleton, Massachusetts 01949 AKA Lake Street Fire Station (the "Project")

Dear Justin:

SOCOTEC AE Consulting, LLC ("SOCOTEC" or "Consultant") thanks you for the opportunity to provide Town of Middleton (the "Client") with this revised proposal for building demolition consulting services including the following sections:

- Project Approach & Schedule
- Scope of Services & Fees
- Terms, Exclusions & Conditions

We updated this proposal per our correspondence on September 11, 2025. We look forward to discussing our proposal with you. Should you have any questions or if you would like further information on our services, please contact Wayne Lawson at 617.823.2553 or wayne.lawson@socotec.us.

Please indicate your acceptance of this proposal, which shall serve as our agreement, by executing and returning a signed copy to our office or, in the alternative, by providing us with written confirmation (email) of your acceptance of this agreement.

Thank you,

**Jennifer Sze**  
CEO & President

CONSULTANT: SOCOTEC AE Consulting, LLC

CLIENT: Town of Middleton

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## PROJECT APPROACH & SCHEDULE

Based on Consultant's on-site meeting with the Client on March 26, 2025, Consultant understands the Project is an existing fire station that is to be demolished after the new public safety complex is completed. The Client indicated the work being undertaken involves the demolition of the existing building. The Client has requested Consultant provide consulting services to investigate two (2) options for the demolition of the existing building as described below:

Option 1: Demolition of the superstructure and basement would remain for use as storage with the apparatus slab at Lake Street level to be used as a plaza. Existing utilities and MEP systems to maintain heat, electricity, and water for the basement and continued services/utilities to the adjacent library. Supplemental structural framing, waterproofing and drainage will also be investigated.

Option 2: Demolition of the entire building and construction of new site retaining walls. Impact of utilities to the adjacent library will be evaluated.

Consultant has based this proposal's scope of work and level of effort on the following schedules and durations:

PHASE	DURATION	START DATE	END DATE
Site Investigation/Feasibility Study	2 Months	October 2025	November 2025

## SCOPE OF SERVICES & FEES

### A. EXISTING BUILDING:

#### 1. Site Investigation/Feasibility Study:

- a. Consultant will review recent Project requirements, drawings, reports, correspondence and photographic documentation, as provided by the Client. Consultant will discuss with the Client the overall approach to the partial demolition of the building to allow the basement and first floor to remain.
- b. Consultant and Consultant's MEP subconsultant will perform up to two visits to the job site to document the existing conditions of the building from the interior, and exterior. *The Client is to provide Consultant with access to all necessary areas.*
- c. Based on its measurements and photographic documentation, Consultant will prepare architectural, structural and MEP narratives, photos and sketches for the Cost Estimator. Consultant will also use photographs to illustrate the interior and exterior conditions.
- d. **The Client will engage a Hazardous Materials Consultant to complete sampling and testing for the facility. The Hazardous Materials Consultant will provide quantities of materials to be abated and budget cost estimates.**
- e. Consultant will prepare a preliminary report including observations, recommendations, cost estimates for options #1 and #2. *Cost estimates will include costs for hazardous materials provided by the Client's consultant.*
- f. Consultant will participate in one in-person or tele/videoconference meeting with the Client during this phase.

EXISTING BUILDING PHASE	Item	LUMP SUM
Site Investigation/Feasibility Study	A-1	\$29,500*

\*Consultant's fee includes \$15,000 for MEP Consultant and \$5,000 for Cost Estimator.

Notes:

1. All fees include expenses unless otherwise noted.
2. Fees do not include an allowance for meetings or supervision except where specifically noted in the scope of services. Meetings are anticipated to be via tele/videoconference, or at Consultant's office.
3. Budget estimate and/or not-to-exceed fees are based on Consultant's projected work schedule set forth in this proposal. All work will be charged according to actual hours spent as per the rate schedule below. Although Consultant has attempted to provide an accurate estimate, the actual amount invoiced for this work could be higher or lower. Any not-to-exceed fees set forth in this proposal are not a guarantee that Consultant's services will be completed for that amount. Rather, Consultant shall not exceed the fees in this proposal without obtaining advanced written authorization from the Client, authorization of which shall not be unreasonably withheld. Consultant shall notify the Client in writing by or before it completes the value of its fee and shall use reasonable efforts to provide the Client with notice if Consultant believes it will exceed the fee.
4. Hourly work will be charged according to actual hours spent as per the hourly rate schedule.
5. Any redesign obligation(s) will be performed on an hourly basis at the current year hourly rates when the work occurs.
6. Consultant's level of effort set forth in this proposal assumes that the work will run continuously and be completed within the timeframes identified in the foregoing schedule. To the extent the Project incurs delays or scope changes, Consultant will require an adjustment to the fee and/or schedule.
7. Consultant shall invoice, and Client shall pay, for reimbursement of reasonable and customary out-of-pocket expenses that are directly incurred by Consultant in connection with the Engagement, including but not limited to messenger, travel, meals, accommodations, and other expenses specifically related to the Engagement. Consultant shall also invoice, and Client shall pay, 4.5% of Consultant's fees as a reasonable allocation of indirect expenses such as Project setup, computer services, and certain other Project delivery related expenses including in-house reproduction, field reporting software & other I.T. related to technical work product that are not billed as direct reimbursable expenses.
8. Payment terms: Invoices will be issued monthly and are due upon receipt. Consultant will invoice lump sum fees to the Client based upon Consultant's work in place on a percent complete basis, based upon the shorter of work completed or time allotted. Budget estimates, not-to-exceed and hourly fees will be billed monthly as they occur. After 30 days, 1½ % per month a late fee will be charged. Consultant reserves the right to stop work on projects where invoices remain unpaid for over 60 days. Collection fees, including attorneys' fees, if required, will be charged to the Client.
9. Reimbursable expenses: are all expenses incurred by Consultant in connection with this Project on behalf of the Client and will be marked up by 15%. Reimbursable Expenses include, but are not limited to travel, long distance telephone charges, IT services, messenger service and reproduction costs. Subconsultants engaged by Consultant in connection with the Services to be provided shall be billed at Consultant's personnel rates as set forth herein. Laboratory fees and tests will be billed at a multiple of 1.25 of actual cost. All air travel in excess of four hours will be in business class. Travel time will be invoiced per the listed hourly rates.

## TERMS, EXCLUSIONS & CONDITIONS:

1. Consultant will not be responsible for coordination of work and payment requisition approvals.
2. Equipment required to gain access to the interior and exterior areas to be monitored, such as ladders, scaffold and scaffold operator, etc. will be provided by the Client at its expense. Access and coordination are the responsibility of the Client.
3. Consultant will use prescriptive Building and/or Energy Code requirements (unless provided with more stringent requirements and those requirements associated values by the Client or Architect) as the basis for performing consulting and/or monitoring services contained within this proposal.
4. Contract Documents: As used in this proposal, reference to "Contract Documents" shall include applicable: Project design drawings and specifications issued prior to the execution of the Construction Contract.
5. Approved Submittals: As used in this proposal, reference to "Approved Submittals" shall include applicable: shop drawings, schedules, catalog cuts, samples, or reports approved by the Architect.
6. All necessary documents, drawings and other relevant background information for the Project will be provided to Consultant by the Client.
7. Consultant will not verify the supporting structure, i.e., building skeleton, floor slabs and embedments, and any other structural work.
8. Consultant will not conduct any instrumented alignment and measurement checks.
9. When deviations or deficiencies are observed and reported by Consultant, Consultant will request that the engineer of record for either the structure or the exterior wall approve remedial details.
10. Laboratory and/or jobsite testing services and roofing and waterproofing services, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.
11. Review and/or inspections of balcony railings, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.
12. The Client will give five (5) business days prior written notice to Consultant before all monitoring, meetings, job site visits as well as prior to the commencement of each task and/or Scope of Services item.
13. Consultant will not have control or charge of and shall not be responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for safety precautions and programs in connection with the work, for the failure of the Contractor, subcontractors, or any other person performing any of the work, to carry out the Work in accordance with the Contract Documents. If Consultant has knowledge of such failures it shall inform the Client.
14. The service provided by Consultant hereunder is a visual observation of readily accessible areas and systems. Latent or concealed defects which are not readily accessible and otherwise not visible or defects which could not be evaluated without using destructive testing methods (i.e. opening of column enclosures, opening of walls opening of ceilings, etc.) are not reviewed.
15. All issues regarding hazardous and toxic materials, sidewalk safety and bridges and all other issues regarding job site safety are the sole responsibility of the Client, and will not be addressed by Consultant.
16. Consultant does not provide or imply any warranty, guaranty, promise to perform or assurance of any kind whatsoever.
17. With regard to monitoring elements which can be observed only when the walls are open (e.g., fire safing), the Client will have the sole responsibility of coordination between parties and of providing adequate notification to Consultant as to when the observations can be made before the wall is closed. If it becomes necessary for the wall to be reopened in order to allow for the appropriate observation (e.g., of the fire safing etc.), the Client will be responsible for all associated costs.
18. Consultant is acting as third-party observers. Any actions taken and/or decisions made as a result of any recommendation and/or services provided by Consultant shall be at the entire risk and obligation of the Client.
19. In the event that Consultant will be compelled to participate in any dispute resolution proceedings to which it is not a party arising from this Agreement, Consultant shall be compensated and reimbursed by Client for all reasonable expenses incurred by Consultant as a result of its participation.
20. Hazardous and Toxic Materials: Consultant shall have no responsibility for the discovery, removal, diagnosing and otherwise preventing the formation of, or protecting against hazardous and toxic materials, organisms and substances at the Project. The Client or Owner shall bring no claim against Consultant relating to the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project. To the fullest extent permitted by law the Client or Owner shall indemnify, defend and hold harmless Consultant from and against any and all claims, causes or action, damages, losses, liabilities and expenses, including but not limited to attorney's fees and insurance deductibles, arising out of the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project site.
21. Arbitration: In the event of a claim, dispute or other matter in question between the parties arising out of or relating to this Agreement, it shall be resolved by through binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association construction rules



and procedures then in effect. Such arbitration proceeding shall be conducted in Boston, Massachusetts unless the parties mutually agree to another location. Arbitration shall be conducted by a single arbitrator jointly selected by the parties, and in the event the parties cannot agree on the selection of the arbitrator within twenty business days from commencement of such action, the arbitrator shall be appointed pursuant to the American Arbitration Association rules. The arbitrator shall decide the dispute expeditiously, the parties' objective being to have a reasoned award and decisions within ninety (90) calendar days from joinder of issue. The arbitrator may extend this period as necessary or appropriate. The arbitrator shall allow limited discovery as is appropriate and fair to the parties. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted or demanded. The unsuccessful party therein shall pay costs and reasonable attorneys' fees incurred by the prevailing party in such amount as shall be determined by the arbitrator.

22. Limitation of Liability: The principals, employees, affiliates, parents and agents of Consultant shall in no event be personally liable to the Client or any other third party. In no event shall Consultant be liable to the Client, or any other entity, for an amount in excess of the actual fees collected by Consultant for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation or delay damages or for any design or construction defects. This provision shall survive termination or completion of this Agreement.
23. Indemnification: Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project. This provision shall survive termination or completion of this Agreement.
24. Notice of Claims: For purposes of notice hereunder and for any other notice required by this Agreement, notice shall be given by nationally recognized overnight courier service, certified mail or by hand delivery as follows:  
If to the Client: refer to cover page of this document.  
If to Consultant: Chief Executive Officer, SOCOTEC AE Consulting, LLC, 75 Hood Park Drive, Suite 300, Charlestown, MA 02129
25. Suspension of Services and Termination: The Agreement may be terminated by either party with seven calendar days advanced written notice to the other party. Consultant shall be entitled to suspend performance of its services under this Agreement if the Client fails to make payments in accordance with the terms of this Agreement. Client shall not be entitled to recover from Consultant any delay or other damages as a result of the invocation of Consultant's right to suspend its services or terminate the Agreement. Upon termination, Client agrees to compensate Consultant for all undisputed services provided up to the date of termination, and the foregoing provisions shall survive termination.
26. Captions and titles of the different sections of this Agreement are solely for reference and are not considered as substantive parts of this Agreement.
27. The sole beneficiaries of this Agreement and the services to be provided hereunder are the parties hereto. This Agreement is not intended and shall not be deemed to confer any benefit or rights upon persons or entities other than the parties hereto, except as set forth in the indemnification section herein.
28. Client's representative listed on the cover page of this document shall be the representative of the Client with the authority to bind the Client for purposes under this Agreement.
29. This Agreement and the rights and obligations of the parties shall be interpreted, governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of laws.
30. This Agreement is the entire agreement and expresses the entire understanding between the Parties as to the subject matter herein. All other agreements between the parties, either express or implied are superseded and replaced in their entirety by this Agreement.



**Town of Middleton  
Citizens Academy 2025  
Thursdays 6:00 – 8:00 pm**

**Sessions and Locations\***

- **Day 1: Getting to know Town Government; Board of Health** (*FPL Meeting Room A & B*)  
September 25<sup>th</sup> – Jackie Bresnahan, Justin Sultzbach, Traci Mello
- **Day 2: Planning, Assessing, and Council on Aging** (*FPL Meeting Room A & B*)  
October 2<sup>th</sup> – Anna Bury Carmer, Brad Swanson, Jillian Smith
- **Day 3: Conservation, Fire Department** (*Middleton Fire Department*)  
October 9<sup>th</sup> – Kristin Kent, Chief LeColst and Fire Department
- **Day 4: Inspectional Services, Tri-Town School Union** (*Fuller Meadow*)  
October 16<sup>th</sup> – Scott Fitzpatrick, Scott Morrison
- **Day 5: Treasurer/Collector, Veterans Services, Boards and Committees** (*Location TBD*)  
October 23<sup>rd</sup> – Nick Federico, Kevin Welch, Jackie Bresnahan
- **Day 6: Budget and Financials, Flint Public Library** (*FPL Meeting Room A & B*)  
October 30<sup>th</sup> – Sarah Wood, FPL Team
- **Day 7: DPW and Police Department** (*FPL Meeting Room A & B*)  
November 6<sup>th</sup> – Paul Goodwin, Captain Matt Armitage
- **Day 8: Town Meeting and Town Clerk** (*FPL Meeting Room A & B*)  
November 13<sup>th</sup> – Ilene Twiss, Barbara Piselli

Graduation at Select Board Meeting on December 2<sup>nd</sup> (*Fuller Meadow*)

*\*Sessions are scheduled as accurately as possible, but changes may occur*



## Justin Sultzbach

---

**From:** Justin Sultzbach  
**Sent:** Monday, September 8, 2025 12:41 PM  
**To:** Nick Federico  
**Subject:** RE: Wellpath Bankruptcy

Good work, thanks Nick.

Justin

---

**From:** Nick Federico <[nick.federico@middletonma.gov](mailto:nick.federico@middletonma.gov)>  
**Sent:** Monday, September 8, 2025 11:53 AM  
**To:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>  
**Subject:** RE: Wellpath Bankruptcy

Hi Justin,

We go a wire of \$19,505 from them on 08/19/25.

Nick Federico  
Treasurer/Collector, CMMT  
Town of Middleton  
48 S. Main Street  
Middleton, MA 01949  
978-774-8327(phone)  
978-774-3682 (fax)  
[Nick.Federico@middletonma.gov](mailto:Nick.Federico@middletonma.gov)

---

**From:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>  
**Sent:** Monday, September 8, 2025 11:32 AM  
**To:** Nick Federico <[nick.federico@middletonma.gov](mailto:nick.federico@middletonma.gov)>  
**Subject:** FW: Wellpath Bankruptcy

Let me know, thanks!

Justin

---

**From:** Justin Sultzbach  
**Sent:** Monday, August 18, 2025 1:11 PM  
**To:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>  
**Cc:** Sarah Wood <[sarah.wood@middletonma.gov](mailto:sarah.wood@middletonma.gov)>  
**Subject:** RE: Wellpath Bankruptcy

Excellent news, thank you Bryan! Your partnership is appreciated.

Justin

---

**From:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>  
**Sent:** Monday, August 18, 2025 11:08 AM  
**To:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>  
**Subject:** [EXTERNAL] - RE: Wellpath Bankruptcy

[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.

Hi Justin,

I wanted to check in and follow up with you on this. I did want to advise that you we will be issuing a payment to the Town of Middleton for the full remaining balance of \$19,505. We certainly value your relationship with us a community partner and wanted to demonstrate that with this indemnification.

Should you have any further questions or concerns in this matter, please just reach out.

Thanks again,

Bryan

---

**From:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>  
**Sent:** Friday, August 1, 2025 12:41 PM  
**To:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>  
**Subject:** EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: FW: Wellpath Bankruptcy

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Thank you, sir!

Justin

---

**From:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>  
**Sent:** Friday, August 1, 2025 12:37 PM  
**To:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>  
**Subject:** [EXTERNAL] - RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: FW: Wellpath Bankruptcy

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Hi Justin,

I was able to meet with the Sheriff yesterday afternoon to review this. We don't have any issue on providing a payment as we had discussed. I'm not yet in position to process that but I hope to soon. Before I do anything, I'm working to just cross check names to confirm they were onsite...just in the event this payment is ever audited from our end.

So I guess for now (Tuesday night) you could share that we are working towards a resolution where the ECSD steps in for Wellpath to honor the pending invoices. More to come, and if I have an update early next week, I'll pass that along for you before you meet with the board.

Thanks again,

Bryan

---

**From:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>  
**Sent:** Friday, August 1, 2025 11:53 AM  
**To:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>  
**Subject:** EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: FW: Wellpath Bankruptcy

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Bryan,

Just checking in. The Select Board has a meeting next Tuesday, August 5<sup>th</sup>. Is there any official determination I'd be able to share with them at that time?

Once again, I appreciate your willingness to collaborate on this.

Thank you,

Justin

---

**From:** Justin Sultzbach  
**Sent:** Thursday, July 24, 2025 2:21 PM  
**To:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>  
**Subject:** RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: FW: Wellpath Bankruptcy

Bryan

Thanks again for the call today. To confirm, we had \$32,880 in outstanding claims, with \$13,375 covered in the Wellpath settlement. This has left an outstanding balance of \$19,505.

Your partnership on this is greatly appreciated, thank you!

Justin

---

**From:** Justin Sultzbach  
**Sent:** Thursday, July 24, 2025 2:01 PM  
**To:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>  
**Subject:** RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: FW: Wellpath Bankruptcy

Bryan,

Just confirming, same zoom link.

JS

Join Zoom Meeting

<https://us02web.zoom.us/j/88397413408?pwd=n7Sf64inXoc3ZK00gn6FQ9qymqbhxp.1>

---

**From:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>

**Sent:** Wednesday, July 23, 2025 4:00 PM

**To:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>

**Subject:** [EXTERNAL] - RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: FW: Wellpath Bankruptcy

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Hi Justin,

No worries. 2:00 PM tomorrow works me. I'll plan on checking in then.

Bryan

---

**From:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>

**Sent:** Wednesday, July 23, 2025 3:58 PM

**To:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>

**Subject:** EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: FW: Wellpath Bankruptcy

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Bryan, my deepest apologies! I had marked the calendar for Thursday!

How is your availability tomorrow? Could you do 2 or 3?

Thank you so much for your time, it's appreciated.

Justin

---

**From:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>

**Sent:** Wednesday, July 23, 2025 3:55 PM

**To:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>

**Subject:** [EXTERNAL] - RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: FW: Wellpath Bankruptcy

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Hi Justin,

I just wanted to follow up on our scheduled call. I'm sure you have more pressing issues to deal with.

Regarding the open medical invoices that Wellpath should, but have not yet covered...I was hoping to get some more background on this. Based on the email chain, I'm assuming this is for ambulance charges for inmates. Has Middleton (or Comstar) pursued these via the bankruptcy proceeding? I'm guessing that Comstar simply wants some update for their disposition report and stops there.

Thanks again,

Bryan

**From:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>  
**Sent:** Monday, July 21, 2025 11:39 AM  
**To:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>  
**Subject:** EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: FW: Wellpath Bankruptcy

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Great, thanks Bryan.

Zoom link below.

JS

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Town of Middleton is inviting you to a scheduled Zoom meeting.

Topic: Town of Middleton Wellpath Conversation  
Time: Jul 23, 2025 03:00 PM Eastern Time (US and Canada)  
Join Zoom Meeting  
<https://us02web.zoom.us/j/88397413408?pwd=n7Sf64inXoc3ZK00gn6FQ9qymqbhxp.1>

Meeting ID: 883 9741 3408  
Passcode: 044188

---  
One tap mobile  
+13092053325,,88397413408#,,,,\*044188# US  
+13126266799,,88397413408#,,,,\*044188# US (Chicago)

---  
Dial by your location

- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US

- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US

Meeting ID: 883 9741 3408  
Passcode: 044188

Find your local number: <https://us02web.zoom.us/j/88397413408>

---

**From:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>  
**Sent:** Monday, July 21, 2025 11:10 AM  
**To:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>  
**Subject:** [EXTERNAL] - RE: EXTERNAL: RE: EXTERNAL: FW: Wellpath Bankruptcy

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Hi Justin,

Wednesday afternoon will for me. Let's plan for 3:00 PM?

Thanks again,

Bryan

---

**From:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>  
**Sent:** Monday, July 21, 2025 10:59 AM  
**To:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>  
**Subject:** EXTERNAL: RE: EXTERNAL: FW: Wellpath Bankruptcy

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Bryan, welcome to Middleton!

How's Wednesday of this week?

11, 2 or 3pm?

Thanks!

Justin

---

**From:** Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>  
**Sent:** Thursday, July 17, 2025 2:45 PM  
**To:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>  
**Subject:** [EXTERNAL] - RE: EXTERNAL: FW: Wellpath Bankruptcy

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Hi Justin,

As the Sheriff had mentioned, I am hoping to have a chance to discuss the open invoices you currently have from Wellpath. Whenever you have time, please let me know and we can set something up.

Thanks again,

Bryan

***Bryan Perry***

Chief Financial Officer  
Essex County Sheriff's Department  
20 Manning Avenue  
Middleton, MA 01949  
978-750-1900 x3365  
[www.essexsheriffma.org](http://www.essexsheriffma.org)

[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)



---

**From:** Kevin Coppinger <[KCoppinger@essexsheriffma.org](mailto:KCoppinger@essexsheriffma.org)>

**Sent:** Thursday, July 17, 2025 11:00 AM

**To:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>

**Cc:** Dennis Newman <[DNewman@essexsheriffma.org](mailto:DNewman@essexsheriffma.org)>; Bryan Perry <[bperry@essexsheriffma.org](mailto:bperry@essexsheriffma.org)>; William Gerke <[WGerke@essexsheriffma.org](mailto:WGerke@essexsheriffma.org)>

**Subject:** RE: EXTERNAL: FW: Wellpath Bankruptcy

Good morning, Justin,

Thank you for your e-mail I'm on vacation after today and won't be back in the office until Tuesday, July 29. In the interests of time, I'm going to ask Bryan Perry, our new CFO, to reach out to you. Bryan and I spoke this morning and we might have a plan that could fix the problem. He'll explain more when you speak.

Other than that, I hope all is well. Enjoy the heat and let's catch up when I get back.

Kevin



**Kevin F. Coppinger**

Sheriff

**Essex County Sheriff's Department**

P.O. Box 807  
20 Manning Avenue  
Middleton, MA 01949  
(978) 750-1900 x-3371  
(781) 844-6546 cell

[kcoppinger@essexsheriffma.org](mailto:kcoppinger@essexsheriffma.org)

---

**From:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>  
**Sent:** Tuesday, July 15, 2025 5:34 PM  
**To:** Kevin Coppinger <[KCoppinger@essexsheriffma.org](mailto:KCoppinger@essexsheriffma.org)>  
**Subject:** EXTERNAL: FW: Wellpath Bankruptcy

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Kevin,

Hope you've been well. Do you have any availability on your calendar in the coming weeks to discuss some of this Wellpath fallout? Middleton is still almost \$20k in the hole...hoping to brainstorm potential solutions.

I could do 10am or 11am next Tuesday the 22<sup>nd</sup> or Wednesday the 23<sup>rd</sup>.

Let me know if either works. Beyond this topic, would love to catch up in general.

Thanks!

Justin

---

**From:** Sarah Wood <[sarah.wood@middletonma.gov](mailto:sarah.wood@middletonma.gov)>  
**Sent:** Tuesday, July 15, 2025 4:02 PM  
**To:** Justin Sultzbach <[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)>  
**Subject:** FW: Wellpath Bankruptcy

\$19,505 remaining

Sarah Wood  
Finance Director/Town Accountant  
Town of Middleton

48 South Main Street  
Middleton, MA 01949  
Office: 978-777-4966  
Fax: 978-774-3682  
Email: [sarah.wood@middletonma.gov](mailto:sarah.wood@middletonma.gov)

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---

**From:** Doug LeColst (MFD) <[douglas.lecolst@midfire.com](mailto:douglas.lecolst@midfire.com)>  
**Sent:** Tuesday, May 13, 2025 1:26 PM

To: Sarah Wood <[sarah.wood@middletonma.gov](mailto:sarah.wood@middletonma.gov)>  
Subject: FW: Wellpath Bankruptcy

FYI

---

**From:** Julie Chesnutt <[jchesnut@comstarbilling.com](mailto:jchesnut@comstarbilling.com)>  
**Sent:** Tuesday, May 13, 2025 1:23 PM  
**To:** Doug LeColst (MFD) <[douglas.lecolst@midfire.com](mailto:douglas.lecolst@midfire.com)>  
**Cc:** Nicole Vessal <[nvessal@comstarbilling.com](mailto:nvessal@comstarbilling.com)>  
**Subject:** [EXTERNAL] - Wellpath Bankruptcy

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Good Afternoon Doug,

I'm not sure if you are aware but Wellpath (Health Cost Solutions) filed for Bankruptcy back in November 2024.

They are the payer responsible for processing the claims for incarcerated patients at Essex County House of Corrections. After several attempts at following up on outstanding claims this morning I received the below response. This gives Middleton direction on how to file the outstanding amounts with the company managing the bankruptcy process for the court.

I have also attached what is outstanding for dates of service before 11/10/24.

We are receiving payment for claims after the 11/10/24 Bankruptcy date. Any claims affected by the Bankruptcy Comstar will be placing them to your disposition report with the reason being "Bankruptcy".

As always if you need anything or you have any questions please do not hesitate to reach out.

**Wellpath Response Below:**

Good morning/afternoon,

For DOS 11/10/24 and before:

I'm not sure if you have seen the news yet or not. Wellpath filed for Chapter 11 Bankruptcy protection on 11/11/2024. As such, all claims for outstanding amounts due must be filed with the company managing the process for the court – Epiq. If you would like additional information on our Chapter 11 process, please visit <https://dm.epiq11.com/wellpath> or call (888) 884-6182 (for toll-free U.S. calls) or (503) 479-4073 (for tolled local calls).

Thank you for your partnership and for the care you provide for our patients.

I apologize that I cannot provide more information at this time.

*Best Regards*

*Julie Chesnutt*

*Senior Account Review Manager*

**Comstar**

**Ambulance Billing Service**

8 Turcotte Memorial Drive

Rowley, MA 01969

Ph: (978) 356-3344 Fax: (978) 356-2721

Web: <http://www.comstarbilling.com>

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Comstar

Ambulance Billing Service

8 Turcotte Memorial Drive

Rowley, MA 01969

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**Town of Middleton**  
**Memorial Hall**  
**48 South Main Street**  
**Middleton, Massachusetts**  
**01949-2253**  
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September 10, 2025  
Michael Busby, 40B Specialist  
Mass Housing Finance Agency  
One Beacon Street  
Boston, Massachusetts 02108

Mr. Busby:

Thank you for the opportunity to provide comments on the application for Project Eligibility submitted by Ferncroft Apartments, LLC to develop a rental housing project under MGL Chapter 40B on Village Road in Middleton. The applicant is proposing to construct a five-story building and a six-story building for two hundred (200) total units of rental housing, along with parking and other amenities. Fifty (50) of the housing units are proposed to be affordable for households earning no more than 80% of AMI. The project is proposed to be located on a 12.6 acre site which is partially occupied by the eight-story Ferncroft Corporate Center in the Industrial Highway Zoning District.

While we are cognizant that c. 40B requires only preliminary plans, the challenges of this site require that considerably more detailed plans and review are needed for the Town to effectively evaluate and consider this project. We anticipate that, during any hearing on this matter, the Zoning Board of Appeals and Town departments will have the benefit of qualified peer review resources to conduct detailed analyses of technical studies submitted by the developer. At this preliminary stage, we have solicited input from Town departments and public feedback on the application and materials submitted for Project Eligibility. We have serious concerns about water supply, traffic, parking, and site layout, which are outlined in this letter. Without these concerns addressed, the Town cannot presently support the project, notwithstanding the obvious benefits of the housing that is proposed.

The Town of Middleton prioritizes the development of affordable housing and is actively working toward the diversification of housing options to support the needs of our population, including in particular older adults and young families. The Town is working to achieve the state c. 40B minimum threshold of 10% affordable units. While the proposed project may assist in meeting these goals, several concerns have been raised about this project that are addressed in the following commentary:

**Traffic and Parking:**

This project is located on Village Road on the site of the existing Ferncroft Corporate Center and adjacent to both the Water Park of New England and the DoubleTree Hilton North Shore Hotel. The site borders a single-family residential neighborhood to the west and several condominium developments and the Ferncroft County Club to the north. There is very limited pedestrian and bicycle access connecting this site to nearby destinations, and there is no nearby public transportation, requiring all new residents to have personal vehicular transportation. The increase in traffic due to this development should be studied extensively with consideration given to traffic calming measures and safety measures at key intersections. These include traffic



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calming measures on Village Road, safe and appropriately marked pedestrian crossing opportunities on Village Road, and comprehensive updates as needed to the nearby intersection at East Street/Locust Street. Additionally, if public access to the development via Locust Street is deemed necessary, the intersections at Village Road/Locust Street and Village Road/Ferncroft Road, which is under jurisdiction of Danvers, should also be studied to ensure the safety of residents.

Considering the lack of public transit in the area, the developer should carefully consider whether there is an adequate parking supply for the residential units and the existing office building. There is a historic zoning variance for parking requirements on the property which will need to be addressed before the project can be appropriately permitted.

### Water Supply:

The water to this development will be supplied by the Town of Danvers, as governed by an intermunicipal agreement with the Town of Middleton along with a pump station privately owned and operated by Weston & Sampson. A Water Management Act Permit limits total withdrawals from the system. The developer must study and document the water demand and hydraulics of this project and determine if there is sufficient pressure and capacity to accommodate the development. There are known water supply issues in the area and increased use without system upgrades may affect fire suppression needs. The developer must also plan for compliance with the Town of Danvers and Town of Middleton requirements for water conservation and a Water Use Mitigation Program (WUMP). All of these efforts require evaluation without the benefit of c. 40B which cannot be utilized here for approvals or waivers relating to water infrastructure.

### Wastewater and Stormwater Drainage:

The site is currently serviced by the South Essex Sewerage District (SESD). The developer should be aware that they will need to coordinate with SESD for both a sewer connection and an ongoing maintenance agreement outlining responsible parties for repairs, including those in the Town right of way. The Town of Middleton does not service or repair SESD lines; and, again, this issue is beyond the reach of c. 40B.

Stormwater management in Massachusetts is governed by sections of state Wetlands Regulations and Water Quality Regulations, as well as the DEP stormwater management guidelines. The developer must study and propose solutions to deal with stormwater from the development that prevents untreated flow off the site, controls the flow of stormwater to prevent erosion, and otherwise meets the rigorous standards imposed by the federal, state, and local government. Because of the steep grade on the site and the expected increase in impervious areas, on-site stormwater management collection systems should be considered to reduce runoff and to not overwhelm the Town's existing drainage system. Given the complexity of the site, a comprehensive stormwater management plan must be provided and be subject to rigorous review.



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### Fire Safety and Access:

After reviewing the preliminary site plan, the Fire Chief has expressed concerns about the department's access to all areas of the building to facilitate effective firefighting and emergency medical response. The current layout of roadways and parking lots on the site appear to limit 360-degree access to the building and effective deployment of fire apparatus, including aerial reach for ladder operations. Anticipated EV charging stations, particularly within parking garages, present unique fire safety risks that must be mitigated. The Town encourages the developer to work with the Fire Chief to develop solutions to these concerns. Limitations on emergency access have particular resonance under c. 40B and resolving concerns with respect thereto must be a high priority.

### Fire Prevention and Code Enforcement

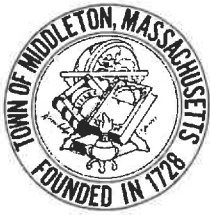
A development of this size will require extensive planning, strict code enforcement, and ongoing inspections. With the Fire Department's current fire prevention staffing and configuration, effectively managing a project of this magnitude will present significant challenges. Sufficient peer review resources will be necessary to evaluate compliance.

### Impact on Emergency Response and Call Volume

The addition of a large-scale residential development will inevitably increase emergency call volume. This added demand will place further strain on fire suppression and emergency medical services, which are already operating with limited staffing. Current personnel availability, particularly for off-duty coverage, makes it increasingly difficult to manage overlapping or consecutive incidents. Additionally, the increased call volume in this area will necessitate more frequent responses through the intersections of Routes 114 and 62 (Middleton Square), which may result in longer response times and increased travel hazards. Expanding development without corresponding enhancements to public safety resources will exacerbate these challenges. Appropriate mitigation must be discussed.

### Neighborhood Impacts and Sustainability:

It is clear that the development of a large-scale rental apartment complex will have significant impacts on the character and quality of life for the surrounding neighborhoods. The preliminary design of the residential buildings is intentionally scaled to the area, and the Town encourages the developer to continue to make efforts to align the design, building materials, and amenities with the surrounding neighborhood and anticipated community needs. Care must be taken to avoid increasing light and noise pollution from the development and to mitigate impacts from vehicular light, noise, and exhaust as they enter and exit the property. Proper sound attenuation for air handlers, rooftop mechanical equipment and other operations must be planned to meet state noise regulations. Additional concerns have been raised relative to proposed shared outdoor rooftop spaces and the carrying of noise into surrounding neighborhoods. Measures should also be taken to reduce single-vehicle trips, including bicycle accommodations, car sharing services, and shuttle bus facilities. Considerations for the safety of school children who



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may reside in the building should be prioritized, including safe and well-marked walking routes to the nearest bus stops and future opportunities for an additional bus stop should the need arise. Finally, construction impacts related to the development of this difficult site must be considered. The applicant should be required to provide a full and complete construction management plan.

In summary, the Town is supportive of affordable housing that meets the needs of a diverse and changing resident population. However, while this project does offer much needed affordable housing, the project's size requires additional comprehensive planning and solutions to mitigate the impacts to the neighborhood, town, and region. While the Town recognizes some version of such a project could be viable, as proposed the project cannot be built by right even within the broader allowances afforded by c. 40B. In the event Mass Housing issues a Project Eligibility Letter for Site Approval, we strongly urge it to require the developer to study the issues raised in this letter, advance specific mitigation proposals, and provide the Town with resources necessary to conduct effective peer review.

While developing comments to this application, the Select Board has solicited public input from relevant Town staff, board and committee members, and interested residents through a public forum.

We appreciate the opportunity to submit these comments. Thank you for your consideration.

Sincerely,

Select Board  
Town of Middleton

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Brian Cresta, Chair

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Debbie Carbone

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Jeffrey Garber

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Kosta Prentakis

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Richard Kassiotis

cc: Justin Sultzbach, Town Administrator  
Jay Talerma, Town Counsel



## MIDDLETON POLICE DEPARTMENT

65 N. MAIN STREET

MIDDLETON, MA 01949

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WILLIAM P. SAMPSON

CHIEF OF POLICE

September 10, 2025

Justin Sultzbach, Town Administrator  
Town of Middleton  
Memorial Hall  
48 S Main Street  
Middleton, MA 01949

### Re: Notice of Police Officer Kosta Agganis' assignment as a Detective

Dear Town Administrator Sultzbach,

I am sending this letter to advise that police officer Kosta Agganis has been assigned to the Detective Unit.

Detective Agganis has served the Middleton Police Department with honor and distinction since 2022. Detective Agganis was awarded a MPD Commendation for extraordinary achievement or meritorious conduct in the performance of outstanding service in 2023. Detective Agganis' prior experiences include employment as the Communications Supervisor at Fitchburg State University Police Department, Lawrence Special Police Officer, and a Special State Police Officer for Massachusetts General Hospital's Police and Security Department.

Detective Agganis has completed the Massachusetts State Police Academy's full-time RTT and holds both a Bachelor's and Master's Degree in Criminal Justice from the University of Massachusetts, Lowell, with a Minor degree in Psychology.

Detective Agganis was one of three applicants for the detective position, where he was presented questions by an interview panel. Upon completion of the interviews, Detective Agganis was selected unanimously by the panel to be assigned to the detective unit.

I believe that Detective Agganis' dedication, professionalism, and loyalty to the Middleton Police Department and the Town of Middleton made him the best choice for assignment as a Detective.

Respectfully submitted,

*Chief William P. Sampson*

Chief William P. Sampson  
Middleton Police Department