

MIDDLETON SELECT BOARD
MEETING AGENDA
FULLER MEADOW ELEMENTARY SCHOOL
NATHAN MEDIA CENTER
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
TUESDAY, NOVEMBER 28, 2023 - 6:00 PM

This meeting is being recorded. Public Zoom participation is not available

- 6:00 pm 1. Business
- a. Warrant: 2411
- b. Minutes: n/a
- c. Town Administrator Updates and Reports
- 6:10 pm d. 49 S. Main St/10-18 Boston St Project –Corridor Improvement Study Review
2. Public Comment
- 6:25 pm 3. Department Head Updates: Brad Swanson, Assessor
- 6:30 pm 4. FY2024 Tax Classification Hearing; review of FY 2024 final valuations to be approved by the Department of Revenue:
- a. To discount up to 25% of Open Space (there are no qualifying parcels)
- b. To adopt up to a 20% Residential Exemption; if yes, identify a percentage
- c. To adopt up to 10% Small Commercial Exemption; no qualifying parcels
- d. To determine the percentage of the tax levy to be borne by the two main property classes Residential and Commercial, Industrial, & Personal (CIP):
- i. 100% factor, or unity for both classes
- ii. A CIP factor of 100-150% of Residential factor as shown on options chart
- 6:50 pm 5. Review and discuss FY 2024 Quarter 1 Financial Update with Finance Director Sarah Wood
- 7:00 pm 6. Recommendation by the Police Chief for the Appointment of Reserve Officer: Garrett Greer
- 7:05 pm 7. Vote on transfer of licenses (liquor, common vic, entertainment) for The Clubhouse from The Clubhouse Golf and Entertainment, LLC to AMMP Ventures, LLC DBA The Clubhouse Golf and Entertainment
- 7:10 pm 8. Vote on change of officer/director and transfer of stock for Mahin Corp. DBA Dave's Liquors
- 7:15 pm 9. Vote on Annual License Renewals
- 7:30 pm 10. Acceptance of Gifts and Donations
- \$2,500 from James Vining for the Middleton Food Pantry
- \$2,500 from James Vining for the COA
- \$1,000 from the Jeff & Carol Curvey Foundation
- 7:35 pm 11. Acceptance of FY24 Community One Stop Grant Award
- 7:40 pm 12. Updates & Announcements

Upcoming Meetings: December 5 (if needed) and 19 Regular Select Board Meetings

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.



MEMORANDUM

TO: Mr. Lars Unhjem
Villebridge
1150 Great Plain Avenue, # 920056
Needham, MA 02492

FROM: Mr. Jeffrey S. Dirk, P.E.*, PTOE, FITE
Managing Partner and
Mr. Daniel C. LaCivita
Transportation Engineer
Vanasse & Associates, Inc.
35 New England Business Center Drive
Suite 140
Andover, MA 01810-1066
(978) 269-6830
jdirk@rdva.com

JSD

**Professional Engineer in CT, MA, ME, NH, RI and VA*

DATE: October 27, 2023

RE: 9301

SUBJECT: Corridor Improvement Study
North Main Street/South Main Street (Route 114)/Boston Street (Route 62)
Middleton, Massachusetts

Vanasse & Associates, Inc. (VAI) has prepared a Corridor Improvement Study for the North Main Street/South Main Street (Route 114) and Boston Street (Route 62) corridors in Middleton, Massachusetts, to identify potential improvement strategies that are intended to improve traffic flow, enhance safety and promote mobility through accommodating alternative modes of transportation to single-occupancy vehicles (SOVs). This study has been prepared in accordance with the scope of work developed in consultation with the Town of Middleton and includes the following:

- An evaluation of existing traffic volumes, motor vehicle crash data and operating conditions (levels of service, motorist delays and vehicle queuing) at five (5) intersections along Route 114 between and including the Fuller Meadow Elementary School driveway and Essex Street/Foster Street and three (3) intersections along Route 62 between and including Route 114 and River Street;
- An assessment of future traffic volumes and operating conditions at the study intersections with the completion of identified specific development projects and general background traffic growth; and
- A review of potential improvement strategies for the segment of Route 114 between and including Boston Street and Central Street/Lake Street.

The following details our assessment of improvement strategies for the South Main Street/North Main Street and Boston Street corridors.

STUDY AREA

The study area that was evaluated as a part of this assessment consisted of South Main Street/North Main Street (Route 114) between and including the Fuller Meadow Elementary School driveway and Forest Street/Essex Street, and Boston Street (Route 62) between and including Route 114 and River Street.



Within this area, the following specific intersections were included in this assessment which are also depicted geographically on Figure 1:

1. Route 114 (North Main Street) at Forest Street and Essex Street
2. Route 114 (North Main Street and South Main Street) at Central Street and Lake Street
3. Route 114 (South Main Street) at Maple Street (Route 62)
4. Route 114 (South Main Street) at Boston Street (Route 62) and the Middleton Town Hall Driveways
5. Route 114 (South Main Street) at the Fuller Elementary School Driveway
6. Route 62 (Boston Street) at Elm Street (Route 62)
7. Route 62 (Boston Street) at Flint Street
8. Route 62 (Boston Street) at River Street

EXISTING CONDITIONS

A comprehensive field inventory of existing conditions within the study area was conducted in May and June 2022. The field investigation consisted of an inventory of existing roadway geometrics; pedestrian and bicycle facilities; public transportation services; traffic volumes; and operating characteristics; as well as posted speed limits and land use information within the study area. In addition to the field inventories, a detailed inventory of the traffic signal equipment at the signalized study area intersections along Route 114 was also completed. The traffic signal inventories are attached and were used to inform the traffic operations analysis (discussion follows).

The following describes the study area roadways and intersections.

Roadways

North Main Street/South Main Street (Route 114)

- Urban principal arterial roadway that traverses the study area in a general north-south direction and provides four lanes (2 lanes per direction) between Boston Street (Route 62) and Central Street/Lake Street, and two lanes (1 lane per direction) to the north of Central Street/Lake Street and to the south of Boston Street;
- Under MassDOT jurisdiction south of Boston Street, between Pleasant Street and Maple Street, and north of Central Street/Lake Street;
- Provides one to two 13-foot wide travel lanes that are separated by a double-yellow centerline with 2-foot wide marked shoulders and additional travel lanes at major intersections;
- The posted speed limit is 30 miles per hour (mph) within the study area;
- Sidewalks are provided along one or both sides of the roadway within the study area;
- Illumination is provided by way of streetlights mounted on wood poles;
- Land use within the study area consists of the Project site, Memorial Hall (Middleton Town Offices), and residential and commercial properties.





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Boston Street (Route 62)

- Two-lane urban minor arterial roadway under Town jurisdiction;
- Traverses the study area in a general northeast-southwest direction;
- Provides two 11- to 12-foot wide travel lanes that are separated by a double-yellow centerline with 1-foot wide marked shoulders and additional travel lanes provided at major intersections;
- The posted speed limit varies from 25 mph to 40 mph within the study area;
- A sidewalk is provided along the north side of the roadway between Route 114 and James Road and along the south side to Wildwood Road;
- Illumination is provided by way of streetlights mounted on wood poles;
- Land use within the study area consists of the Project site, St. Agnes Parish and residential properties.

Intersections

Table 1 and Figure 2 summarize existing lane use, traffic control, and pedestrian and bicycle accommodations at the study area intersections as observed in June and July 2022.

Table 1
STUDY AREA INTERSECTION DESCRIPTION

Intersection	Traffic Control Type^a	No. of Travel Lanes Provided	Shoulder Provided? (Yes/No/Width)	Pedestrian Accommodations? (Yes/No/Description)	Bicycle Accommodations? (Yes/No/Description)
North Main St./ Essex St./ Forest St.	TS	1 left-turn lane and 1 through lane, with right-turns exiting prior to the intersection by way of a channelized right -turn lane on the North Main St. northbound approach; 1 left-turn/through lane and 1 through/right-turn lane on the North Main St. southbound approach; 1 general-purpose travel lane on the Essex St. and Forest St. approaches.	Yes; 1 to 4 feet on all legs.	Yes; sidewalks are provided along both sides of North Main St. south of the intersection, the east side of North Main Street north of the intersection for approximately 230 feet, both sides of Essex St. and the south side of Forest St. for approximately 100 ft; crosswalks are provided for crossing Essex Street and the North Main St. south leg; pedestrian traffic signal equipment and phasing (exclusive) provided as a part of the traffic signal system.	Yes; shared traveled-way ^b

See notes at end of table.



Table 1 (Continued)
STUDY AREA INTERSECTION DESCRIPTION

Intersection	Traffic Control Type^a	No. of Travel Lanes Provided	Shoulder Provided? (Yes/No/Width)	Pedestrian Accommodations? (Yes/No/Description)	Bicycle Accommodations? (Yes/No/Description)
South Main St./ North Main St./ Central St./ Lake St.	TS	1 left-turn/through lane and 1 through/right-turn lane on North and South Main St. approaches; 1 general-purpose travel lane on Central St. and Lake St. approaches; marked on-street parking along the west side of North Main St. north of the intersection.	Yes; 1 foot on South Main St.; 1 to 2 feet on Central St.; 2 feet along the east side of North Main St.	Yes; sidewalks are provided along both sides of North and South Main St., along the north side of Central St. and along the south side for approximately 70 feet, and the north side of Lake St. for approximately 80 feet; crosswalks are provided for crossing all legs of the intersection; pedestrian traffic signal equipment and phasing (exclusive) provided as a part of the traffic signal system.	Yes; shared traveled-way
South Main St./ Maple St.	TS	1 through lane and 1 through/right-turn lane on South Main St. northbound approach; 1 left-turn/through lane and 1 through lane on South Main St. southbound approach; 1 left-turn lane and 1 right-turn lane on Maple St. approach.	Yes; 1 to 2 feet on all legs.	Yes; sidewalks are provided along both sides of the intersecting roadways; crosswalks are provided for crossing South Main St. south leg and Maple St.; pedestrian traffic signal equipment and phasing (exclusive) provided as a part of the traffic signal system.	Yes; shared traveled-way
South Main St./ Boston St./ Town Hall Dwys	TS	1 left-turn/through lane and 1 through/right-turn lane on South Main St. approaches; 1 left-turn lane and 1 through/right-turn lane on Boston St. approach; 1 general-purpose travel lane on the Town Hall driveway approach.	Yes; 2 feet on the South Main St. and 1 foot on Boston St.	Yes; sidewalks are provided along both sides of South Main St. and the north side of Boston St.; crosswalks are provided for crossing the South Main St. and Boston St. legs; the sidewalk along the east side of South Main St. is flush across the Town Hall Dwys; pedestrian traffic signal equipment and phasing (exclusive) are provided as a part of the traffic signal system.	Yes; shared traveled-way
South Main St./ Fuller Meadow School Dwy.	U	1 left-turn lane and 1 through/right-turn lane on South Main St. northbound; center turn lane and 1 through/right-turn lane on South Main St. southbound; 1 general purpose lane on Fuller Meadow School Dwy.	Yes; 3 to 4 feet on the South Main St.	Yes; sidewalk along the west side of South Main St. and along the north side of the Fuller Meadow School Dwy.; crosswalk provided across the Fuller Meadow School Dwy.	Yes; shared traveled-way

See notes at end of table.



Table 1 (Continued)
STUDY AREA INTERSECTION DESCRIPTION

Intersection	Traffic Control Type ^a	No. of Travel Lanes Provided	Shoulder Provided? (Yes/No/Width)	Pedestrian Accommodations? (Yes/No/Description)	Bicycle Accommodations? (Yes/No/Description)
Boston St./ Elm St.	S	1 general-purpose travel lane on all approaches.	Yes; 1 to 3 feet on all approaches.	No	Yes; shared traveled-way
Boston St./ Flint St.	S	1 general-purpose travel lane on all approaches; Flint St. is one-way toward Boston St.	Yes, 1 to 2 feet on Boston St.	No	Yes; shared traveled-way
Boston St./ River St.	S	1 general-purpose travel lane on all approaches; truck restriction signs installed for River St.	Yes, 2 to 3 feet on Boston St. and 1 foot on River St.	No	Yes; shared traveled-way

TS = traffic signal control; S = STOP-sign control.

^bCombined shoulder and travel lane width equal to or exceeding 14 feet.

Existing Traffic Volumes

In order to determine existing traffic-volume demands and flow patterns within the study area, automatic traffic recorder (ATR) counts, turning movement counts (TMCs), and vehicle classification counts were completed in May 2022 and September 2023. The ATR counts were conducted on May 19th through May 21st, 2022 (Thursday through Saturday, inclusive) on South Main Street south of Boston Street, on Boston Street west of South Main Street, and on North Main Street north of Lake Street in order to record weekday traffic conditions over an extended period, with peak-period TMCs performed at the study intersections during the weekday morning (7:00 to 9:00 AM) and evening (3:00 to 7:00 PM or 2:00 to 7:00 PM) peak-periods on Thursday, May 19, 2022 and on Thursday, September 28, 2023 (South Main Street/Fuller Meadow Elementary School Driveway), and during the Saturday midday peak-period (11:00 AM to 2:00 PM) on May 21, 2022 and on September 30, 2023 (South Main Street/Fuller Meadow Elementary School Driveway). These time periods were selected for analysis purposes as they are representative of the peak traffic volume hours for the study area roadway network.

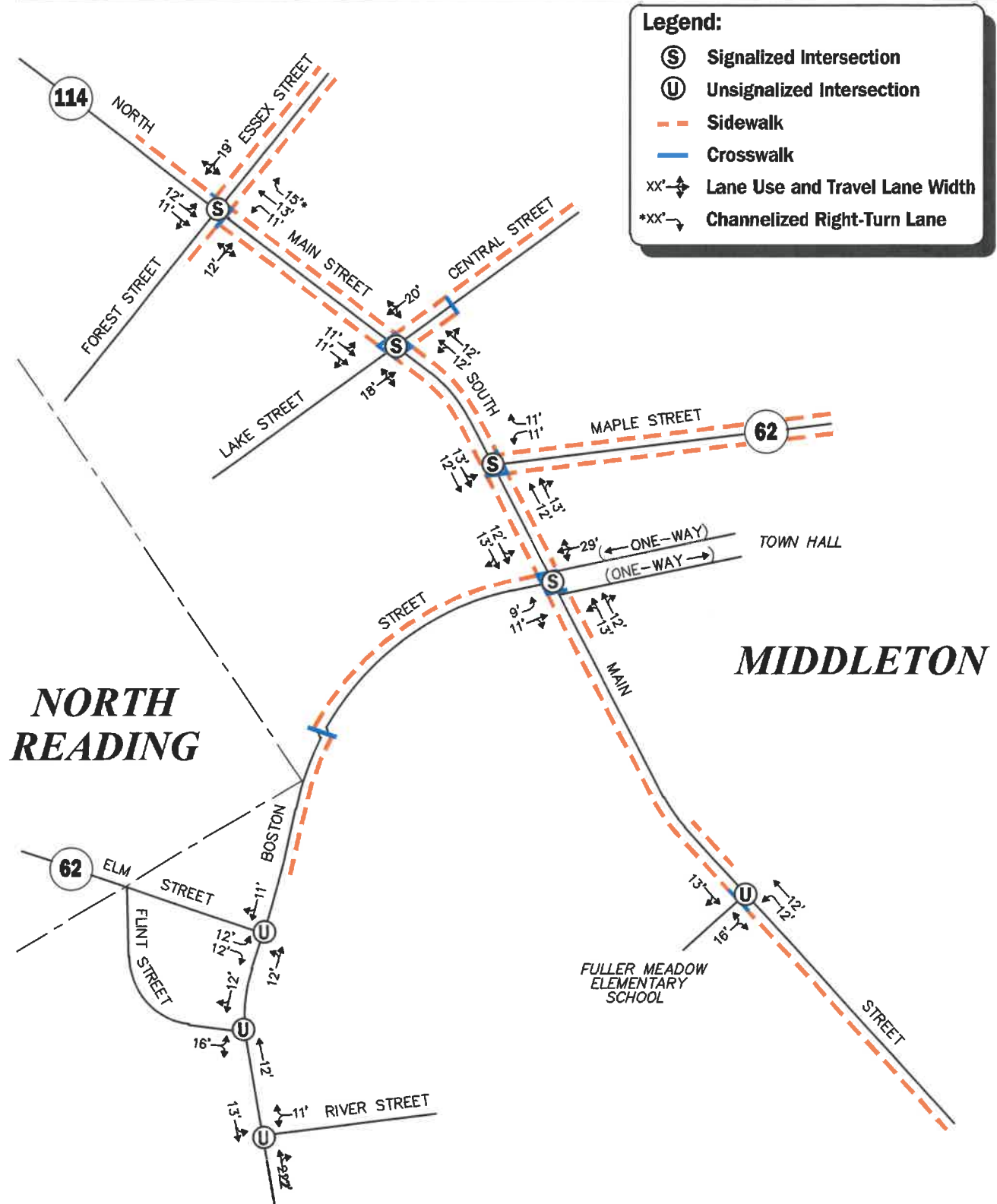
Traffic-Volume Adjustments

In order to evaluate the potential for seasonal fluctuation of traffic volumes within the study area, MassDOT weekday seasonal factors for Urban Group 3 (Other Principal Arterial) and Groups 4-7 (minor arterials, major and minor collectors and local roads and streets), which include roadways with the same functional classification as the study area roadways, were reviewed.¹ Based on a review of this data, it was determined that traffic volumes for the month of May are approximately 7.0 to 12.0 percent *higher* than those under average-month conditions with those during the month of September approximately 8.7 percent *higher* than those under average-month conditions. In order to provide a conservative assessment of traffic volume conditions within the study area, no adjustment was made to the raw traffic count data as the data is representative of *above* average-month conditions.

In order to account for the impact on traffic volumes and trip patterns resulting from the COVID-19 pandemic, traffic-volume data collected at MassDOT Continuous Count Station No. 5080 located on I-95

¹MassDOT statewide Traffic Data Collection; 2019 Weekday Seasonal Factors, Groups U4-7.





Not To Scale



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Figure 2

Existing Intersection Lane Use,
Travel Lane Width, and
Pedestrian Facilities

in Peabody in May 2022 was compared to data collected at the same count station in May 2019.² Based on this pre- and post-COVID-19 traffic-volume comparison, the traffic-volume data that was collected as part of this assessment was found to be approximately 8.8 percent *below* the conditions that existed prior to the COVID-19 pandemic. As stated previously, May traffic volumes are approximately 7.0 to 12.0 percent *higher* than those under average-month conditions. A review of the monthly traffic count data for Count Station No. 5080 indicates that May traffic volumes at that location are approximately 5.3 percent *higher* than average month conditions. As such, the May traffic volumes were adjusted upward by the difference between the COVID adjustment (8.8 percent) and the seasonal adjustment (5.3 percent) based on the count station data in order to be representative of traffic volume conditions that existed prior to the COVID-19 pandemic under average-month conditions. We note that MassDOT no longer requires pandemic-related adjustment of traffic counts performed after March 2022, except in locations where the predominant land use consists of offices or similar uses³ and, as such a pandemic-related adjustment was not applied to the September 2023 traffic count data.

In order to account for the changes in traffic volumes between the year the counts were taken (2022) to the current year (2023), the May 2022 traffic volumes were adjusted upward using the annual background traffic growth rate (discussion follows) in order to be representative of traffic volume conditions that exist in 2023.

The 2023 Existing traffic volumes are summarized in Table 2, with the weekday morning, weekday evening and Saturday midday peak-hour traffic volumes graphically depicted on Figures 3, 4, and 5, respectively. Note that the peak-hour traffic volumes that are presented in Table 2 were obtained from the aforementioned figures.

Table 2
2023 EXISTING TRAFFIC VOLUMES

Location/Peak Hour	AWT ^a	Saturday ^b	VPH ^c	K Factor ^d	Directional Distribution ^e
<i>South Main Street, south of Boston Street:</i>	24,345	23,740	--	--	--
Weekday Morning (7:30 – 8:30 AM)	--	--	1,834	7.5	51.7% SB
Weekday Evening (4:45 – 5:45 PM)	--	--	1,934	7.9	51.7% NB
Saturday Midday (12:15PM – 1:15 PM)	--	--	1,907	8.0	50.3% SB
<i>Boston Street, west of South Main Street:</i>	8,400	8,370	--	--	--
Weekday Morning (7:30 – 8:30 AM)	--	--	650	7.7	52.5% WB
Weekday Evening (4:45 – 5:45 PM)	--	--	775	9.2	56.7% EB
Saturday Midday (12:15PM – 1:15 PM)	--	--	649	7.8	56.2% EB
<i>North Main Street, north of Lake Street:</i>	22,265	20,495	--	--	--
Weekday Morning (7:30 – 8:30 AM)	--	--	2,247	10.1	52.6% SB
Weekday Evening (4:45 – 5:45 PM)	--	--	2,366	10.6	52.6% NB
Saturday Midday (12:15PM – 1:15 PM)	--	--	2,002	9.8	51.6% SB

^aAverage weekday traffic in vehicles per day.

^bAverage Saturday traffic in vehicles per day.

^cVehicles per hour.

^dPercent of daily traffic occurring during the peak hour.

^ePercent traveling in peak direction.

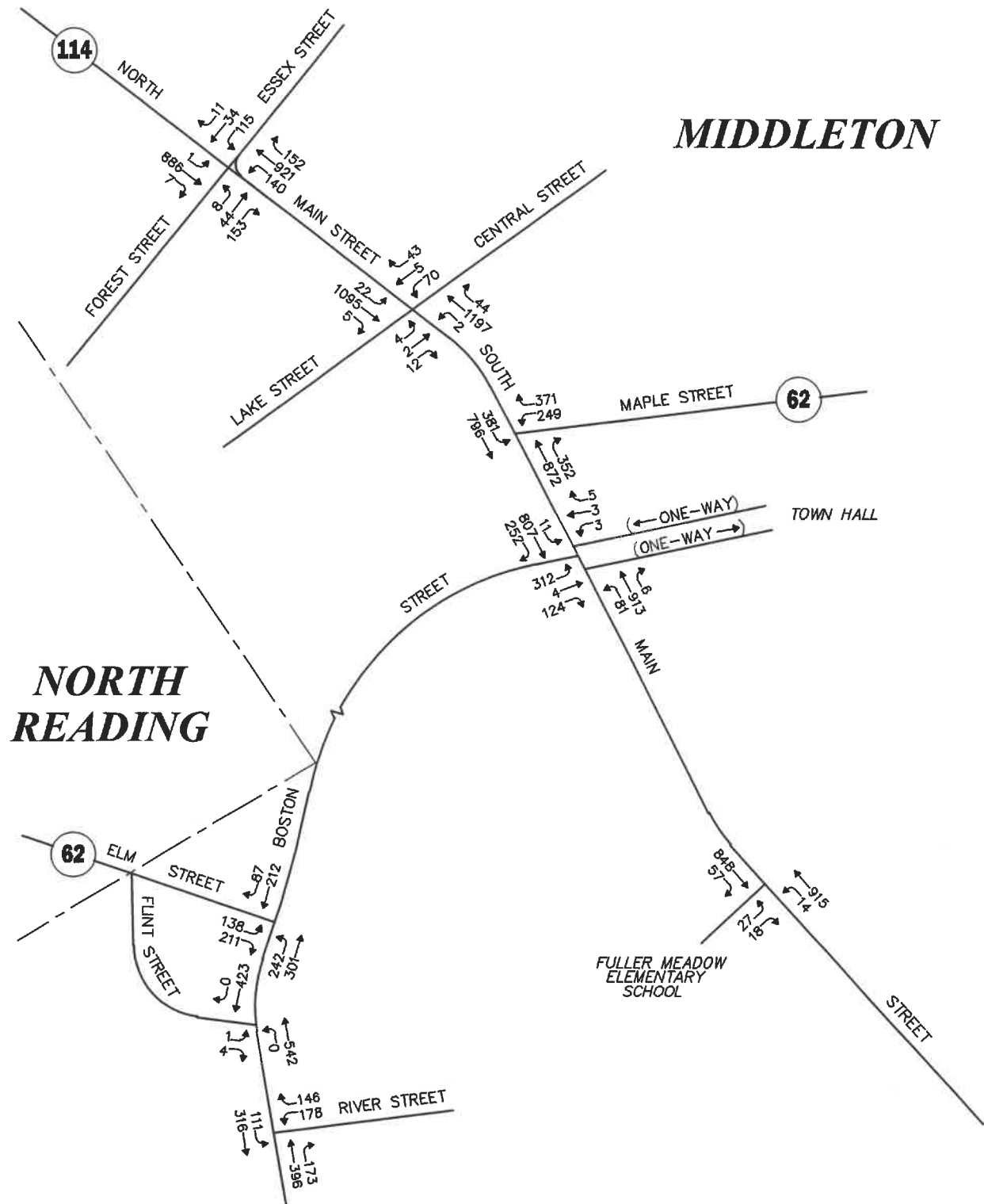
NB = northbound; SB = southbound; EB = eastbound; WB = westbound.

²MassDOT Traffic Volumes for the Commonwealth of Massachusetts; 2022.

³25% Design Submission Guidelines; MassDOT Highway Division, Traffic and Safety Engineering; Revised May 31, 2022.







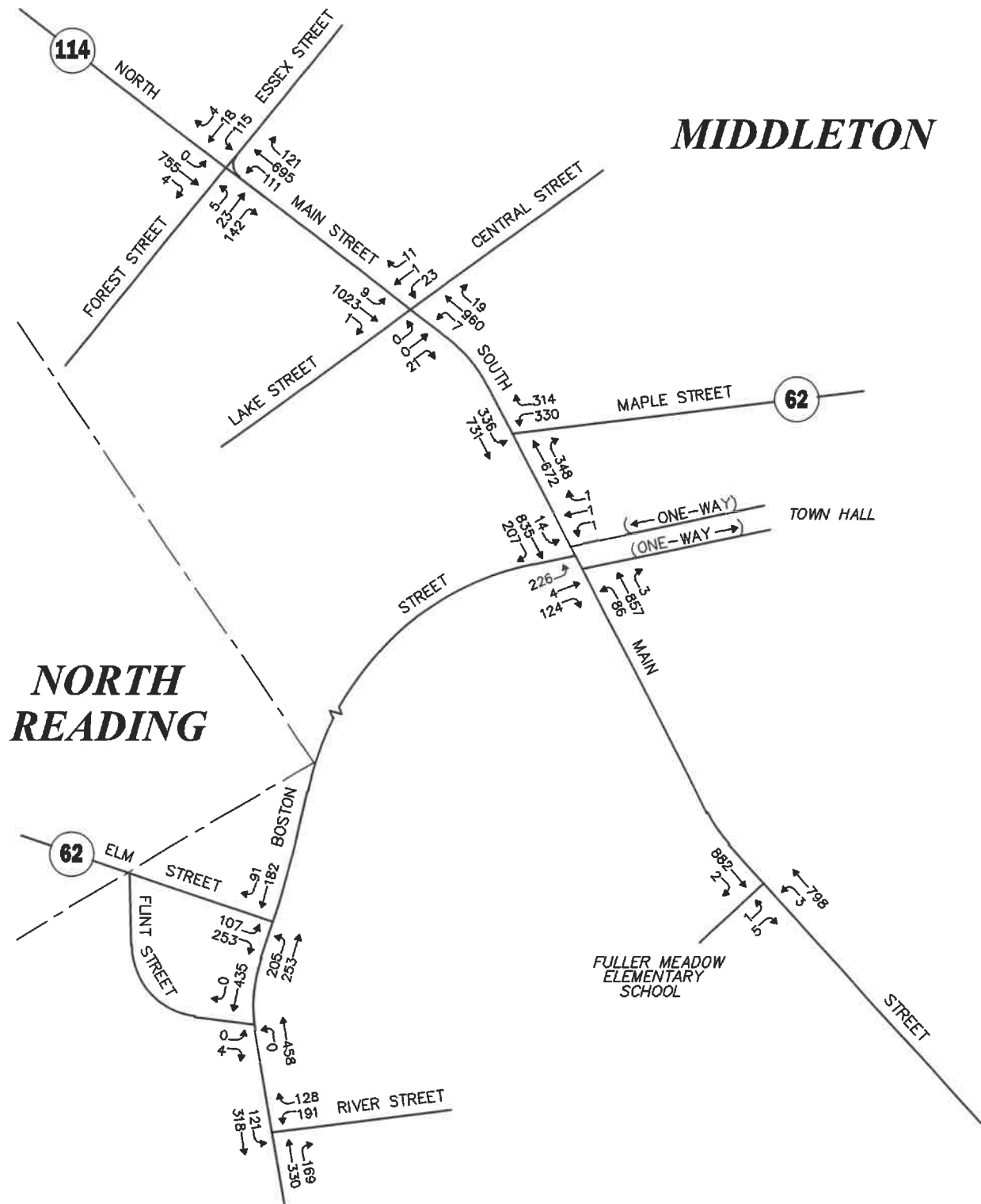
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Figure 4

**2023 Existing
Weekday Evening
Peak-Hour Traffic Volumes**



Not To Scale



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Figure 5

**2023 Existing
Saturday Midday
Peak-Hour Traffic Volumes**

As can be seen in Table 2, South Main Street south of Boston Street was found to accommodate approximately 24,345 vehicles on an average weekday and approximately 23,740 vehicles on a Saturday (both two-way, 24-hour volumes), with approximately 1,834 vehicles per hour (vph) during the weekday morning peak-hour, 1,934 vph during the weekday evening peak-hour and 1,907 vph during the Saturday midday peak-hour.

Boston Street west of South Main Street was found to accommodate approximately 8,400 vehicles on an average weekday and approximately 8,370 vehicles on a Saturday, with approximately 650 vph during the weekday morning peak-hour, 775 vph during the weekday evening peak-hour and 649 vph during the Saturday midday peak-hour.

North Main Street north of Lake Street was found to accommodate approximately 22,265 vehicles on an average weekday and approximately 20,495 vehicles on a Saturday, with approximately 2,247 vph during the weekday morning peak-hour, 2,366 vph during the weekday evening peak-hour and 2,002 vph during the Saturday midday peak-hour.

Pedestrian and Bicycle Facilities

A comprehensive field inventory of pedestrian and bicycle facilities within the study area was undertaken in June 2022. The field inventory consisted of a review of the location of sidewalks and pedestrian crossing locations along the study roadways and at the study area intersections, as well as the location of existing and planned future bicycle facilities.

As detailed on Figure 2, with the exception of Lake Street, sidewalks are generally provided along one or both sides of the study area roadways, with marked crosswalks provided for crossing one or more legs of the study area intersections along North and South Main Street, and pedestrian traffic signal equipment and phasing provided as a part of the traffic systems at the signalized study area intersections.

Formal bicycle facilities are not currently provided within the study area; however, the study area roadways generally provide sufficient width (combined travel lane and shoulder) to support bicycle travel in a shared traveled-way configuration.⁴

Public Transportation

Regularly scheduled public transportation services are not currently provided within the Town of Middleton. The Massachusetts Bay Transportation Authority (MBTA) operates The Ride paratransit services for eligible persons within the Town who cannot use fixed-route transit all or some of the time due to a physical, cognitive, or mental disability in accordance with Americans with Disabilities Act (ADA) requirements. In addition, the Town of Middleton Council on Aging (COA) provides transportation services to eligible seniors for errands and medical appointments by appointment.

⁴A minimum combined travel lane and paved shoulder width of 14 feet is required to support bicycle travel in a shared traveled-way condition.



Spot Speed Measurements

Vehicle travel speed measurements were performed on North Main Street, South Main Street and on Boston Street in conjunction with the ATR counts. Table 3 summarizes the vehicle travel speed measurements.

Table 3
VEHICLE TRAVEL SPEED MEASUREMENTS

	South Main Street		Boston Street		North Main Street	
	Northbound	Southbound	Eastbound	Westbound	Northbound	Southbound
Mean Travel Speed (mph)	32	36	27	30	33	33
85 th Percentile Speed (mph)	37	42	33	34	39	40
Posted Speed Limit (mph)	30	30	25	35	30	35

mph = miles per hour.

As can be seen in Table 3, the mean vehicle travel speed along South Main Street south of Boston Street was found to be 32 mph in the northbound direction and 36 mph southbound. The measured 85th percentile vehicle travel speed, or the speed at which 85 percent of the observed vehicles traveled at or below, was found to be 37 mph in the northbound direction and 42 mph southbound, which is 7 to 12 mph *above* the posted speed limit in the Project site vicinity (30 mph).

The mean vehicle travel speed along Boston Street west of South Main Street was found to be 27 mph in the eastbound direction and 30 mph westbound, with the measured 85th percentile vehicle travel speed found to be 33 mph in the eastbound direction and 34 mph westbound. We note that the speed limit transitions in the vicinity of the Project site to 25 mph in the eastbound direction approaching South Main Street and is 35 mph in the westbound direction (consistent with the posted speed limit on Maple Street, which is also Route 62).

The mean vehicle travel speed along North Main Street north of Lake Street was found to be 33 mph in both the north and southbound directions, with the measured 85th percentile vehicle travel speed found to be 39 mph in the northbound direction and 40 mph southbound, which is 5 to 9 mph *above* the posted speed limit in the vicinity of the Project site (30/35 mph).

Motor Vehicle Crash Data

Motor vehicle crash information for the study area intersections was provided by the MassDOT Highway Division Safety Management/Traffic Operations Unit for the most recent five-year period available (2016 through 2020, inclusive) in order to examine motor vehicle crash trends occurring within the study area. The data is summarized by intersection, type, severity, roadway and weather conditions, and day of occurrence, and presented in Table 4.



Table 4
MOTOR VEHICLE CRASH DATA SUMMARY^a

	North Main St./ Essex St./ Forest St.	North Main St./ South Main St./ Central St./ Lake St.	South Main St./ Maple St.	South Main St./ Boston St./ Town Hall Dwys	South Main St./ Fuller Meadow Middle School/ The Lot	Elm St./ Boston St.	Boston St./ River St.
Traffic Control Type: ^b	S	S	S	S	U	U	U
<i>Year:</i>							
2016	5	6	15	2	0	0	3
2017	0	4	13	8	0	1	4
2018	3	7	17	7	1	3	3
2019	3	2	16	7	1	2	2
2020	<u>3</u>	<u>6</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>1</u>
Total	14	25	65	24	2	10	13
Average	2.8	5.0	13.0	4.8	0.4	2.0	2.6
Rate ^c	0.28	0.49	1.06	0.47	0.05	0.41	0.49
MassDOT Crash Rate: ^d	0.78/0.73	0.78/0.73	0.78/0.73	0.78/0.73	0.57/0.57	0.57/0.57	0.57/0.57
Significant? ^e	No	No	Yes	No	No	No	No
<i>Type:</i>							
Angle	6	7	21	7	0	6	7
Rear-End	5	9	29	8	1	2	1
Head-On	1	3	1	0	0	2	0
Sideswipe	1	5	14	5	1	0	2
Fixed Object	0	1	0	0	0	0	0
Pedestrian/Bicycle	0	0	0	0	0	0	0
Unknown/Other	<u>1</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>3</u>
Total	14	25	65	24	2	10	13
<i>Conditions:</i>							
Clear	9	15	51	20	1	7	10
Cloudy	3	5	6	3	1	3	0
Rain	2	4	7	1	0	0	1
Snow/Ice	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Total	14	25	65	24	2	10	13
<i>Lighting:</i>							
Daylight	9	18	40	19	2	8	11
Dawn/Dusk	1	2	3	2	0	0	0
Dark (Road Lit)	3	5	21	3	0	2	2
Dark (Road Unlit)	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	14	25	65	24	2	10	13
<i>Day of Week:</i>							
Monday through Friday	11	17	54	19	2	9	7
Saturday	3	7	6	3	0	0	2
Sunday	<u>0</u>	<u>1</u>	<u>5</u>	<u>2</u>	<u>0</u>	<u>1</u>	<u>4</u>
Total	14	25	65	24	2	10	13
<i>Severity:</i>							
Property Damage Only	13	19	57	20	2	4	7
Personal Injury	1	6	8	4	0	5	6
Fatality	0	0	0	0	0	0	0
Not Reported	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
Total	14	25	65	24	2	10	13

^aSource: MassDOT Safety Management/Traffic Operations Unit records, 2016 through 2020.

^bTraffic Control Type: S = Signalized; U = unsignalized.

^cCrash rate per million vehicles entering the intersection.

^dStatewide/District crash rate.

^eThe intersection crash rate is significant if it is found to exceed the MassDOT crash rate for the MassDOT Highway Division District in which the Project is located (District 4)



As can be seen in Table 4, with the exception of the South Main Street/Maple Street intersection, the study area intersections were found to have experienced an average of 5.0 or fewer reported motor vehicle crashes per year over the five-year review period and were found to have motor vehicle crash rates below the MassDOT statewide and District averages for similar intersections for the MassDOT Highway Division District in which the intersections are located (District 4). The majority of the crashes were reported to have occurred on a weekday; under clear conditions; during daylight; and involved angle or rear-end type collisions that resulted in property damage only. No (0) motor vehicle crashes were reported to have occurred at the Boston Street/Flint Street intersection over the five-year review period.

The South Main Street/Maple Street intersection was found to have experienced a total of 65 reported motor vehicle crashes over the five-year review period, or an average of 13.0 crashes per year, the majority of which occurred on a weekday; during daylight; under clear weather conditions; and involved angle or rear-end type collisions that resulted in property damage only. The intersection was found to have a motor vehicle crash rate that is above both the MassDOT statewide and District average crash rates for similar intersections for the MassDOT Highway Division District in which the intersection is located.

A review of the MassDOT statewide High Crash Location List indicates that the South Main Street/Maple Street intersection has been identified as a “Top 5% Intersection Crash Cluster” location for the 2018-2020 reporting period and Highway Safety Improvement Program (HSIP) eligible. MassDOT defines a HSIP eligible cluster as: “...one in which the total number of ‘equivalent property damage only’ crashes is within the top 5% in the region.” The Equivalent Property Damage Only (EPDO) index is a method of combining the number of crashes with the severity of crashes based on a weighted scale, where a property damage only crash is worth 1 point and injury and fatal crashes are worth 21 points. Designation as a HSIP location allows for MassDOT to prioritize funding for safety-related improvements in a specific region of the state.

The Applicant for the multifamily residential development that is proposed to be located at 10 Boston Street has committed to advancing the following improvements at the South Main Street/Maple Street intersection: i) facilitating the completion of a Road Safety Audit (RSA) at the intersection in order to identify improvement strategies; and ii) designing and implementing an optimal traffic signal timing and phasing plan, with a particular emphasis of the “yellow” and “all-red” clearance intervals and the pedestrian phase times.

The detailed MassDOT Crash Rate Worksheet and High Crash Location mapping are attached.

FUTURE CONDITIONS

Traffic volumes in the study area were projected to the year 2030, which reflects a seven-year planning horizon from the existing conditions baseline and is consistent with MassDOT’s *Transportation Impact Assessment (TIA) Guidelines*. The following describes the methodology used to develop the 2030 Future condition horizon year traffic volumes.

Future Traffic Growth

Future traffic growth is a function of the expected land development in the immediate area and the surrounding region. Several methods can be used to estimate this growth. A procedure frequently employed estimates an annual percentage increase in traffic growth and applies that percentage to all traffic volumes under study. The drawback to such a procedure is that some turning volumes may actually grow at either a higher or a lower rate at particular intersections.



An alternative procedure identifies the location and type of planned development, estimates the traffic to be generated, and assigns it to the area roadway network. This procedure produces a more realistic estimate of growth for local traffic; however, potential population growth and development external to the study area would not be accounted for in the resulting traffic projections.

To provide a conservative analysis framework, both procedures were used, the salient components of which are described below.

Specific Development by Others

The Town of Middleton Planning Department was contacted in order to determine if there were any projects planned within the study area that would have an impact on future traffic volumes at the study intersections. Based on this discussion, the following projects were identified for review in conjunction with this assessment:

- ***Multifamily Residential Community, 20 Elm Street, North Reading, Massachusetts.*** This project will entail the construction of a 200-unit multifamily residential community to be located at 20 Elm Street in North Reading.
- ***Age-Restricted Residential Development, 59 South Main Street, Middleton, Massachusetts.*** This project will entail the construction of a 45 unit age-restricted multifamily residential development to be located at 59 South Main Street in Middleton.
- ***Middleton Town Complex, 105 South Main Street, Middleton, Massachusetts.*** This project will consist of the relocation of the Middleton Fire Station, Police Station and Town Hall to a single complex to be located at 105 South Main Street in Middleton.
- ***Aroma Joe's, 210-220 South Main Street, Middleton, Massachusetts.*** This project will convert a portion of an existing commercial building located at 210-220 South Main Street in Middleton, to accommodate an Aroma Joe's coffee shop with a drive-through window.
- ***Chase Bank, 247 South Main Street, Middleton, Massachusetts.*** This project will entail the construction of a Chase Bank with a drive-up ATM to be located at 247 South Main Street in Middleton.
- ***Multifamily Residential Development, 10 Boston Street, Middleton, Massachusetts.*** This project will entail the construction of a 60-unit multifamily residential development to be located at 10 Boston Street and portions of 49 South Main Street and 18 Boston Street in Middleton.
- ***Commercial Development, 49 South Main Street, Middleton, Massachusetts.*** This project will entail the construction of two (2) commercial buildings to be located at 49 South Main Street in Middleton that are envisioned to include a 5,000± sf bank with drive-up teller facility and an 8,000± sf building that will include a coffee-shop, restaurant or pharmacy with drive-through window. For the purpose of this study, the 8,000± sf building was assumed to be occupied by a coffee shop.



Traffic volumes associated with the aforementioned specific development projects by others were obtained from the traffic study conducted for the projects.^{5,6,7,8,9} No other developments were identified at this time that are expected to result in an increase in traffic within the study area beyond the general background traffic growth rate.

General Background Traffic Growth

Traffic-volume data compiled by MassDOT from permanent count stations located in Middleton and surrounding towns were reviewed in order to determine general traffic growth trends in the area. This data indicates that traffic volumes have fluctuated over the past several years (2009 to 2019), with the average traffic growth rate found to be approximately 1.31 percent. In order to provide a prudent planning condition and to be consistent with the growth rate used in recently completed transportation assessments that have been performed within the study area, a higher 1.5 percent per year compounded annual background traffic growth rate was used in order to account for future traffic growth and presently unforeseen development within the study area.

Roadway Improvement Projects

MassDOT and the Town of Middleton Highway Division were consulted in order to determine if there were any planned future roadway improvement projects expected to be completed by 2030 within the study area. Based on these discussions, the following roadway improvement project was identified within the study area:

- ***Route 114 Resurfacing and Related Work, Middleton, Massachusetts.*** This project is being undertaken by the Town of Middleton and will entail the resurfacing of sections of Route 114. The project is expected to be funded through the 2023 Transportation Improvement Program (TIP). No changes are planned at the study area intersections as a result of this project that would impact future traffic volumes or operating conditions.

In addition, the Applicant for the multifamily residential development that is proposed at 10 Boston Street has committed to implementing the following improvements within the study area in conjunction with the project and subject to receipt of all necessary rights, permits and approvals:

- ***South Main Street at Boston Street and Town Hall Driveways*** - Design and implement an optimal traffic signal timing and phasing plan.
- ***South Main Street at Maple Street*** - Facilitate the completion of a Road Safety Audit (RSA) and Design and implement an optimal traffic signal timing and phasing plan, with a particular emphasis of the “yellow” and “all-red” clearance intervals and the pedestrian phase times.
- ***North Main Street and South Main Street at Lake Street and Central Street*** - design and implement an optimal traffic signal timing and phasing plan.

⁵*Transportation Impact Assessment*, Proposed Multifamily Residential Community, North Reading, Massachusetts; VAI; July 2019.

⁶*Memorandum*, Trip Generation Estimate Proposed Age-Restricted Residential Development, Middleton, Massachusetts; MDM Transportation Consultants, Inc.; August 15, 2019.

⁷*Initial Traffic Assessment*, Middleton Town Complex, Middleton, Massachusetts, Pare Corporation; October 2019.

⁸*Transportation Impact Assessment*, Proposed Aroma Joe's, Middleton, Massachusetts; VAI; January 2022.

⁹*Transportation Impact Assessment*, Proposed Multifamily Residential Development, Middleton, Massachusetts; VAI; August 2023.



No other roadway improvement projects aside from routine maintenance activities were identified to be planned within the study area at this time.

Future Horizon Year Traffic Volumes

The 2030 Future horizon year peak-hour traffic-volumes were developed by: i) applying the 1.5 percent per year compounded annual background traffic growth rate to the 2023 Existing peak-hour traffic volumes; and ii) adding the peak-hour traffic volumes associated with the identified specific development projects. The resulting 2030 Future weekday morning, weekday evening and Saturday midday peak-hour traffic volumes are shown on Figures 6, 7 and 8, respectively.

TRAFFIC OPERATIONS ANALYSIS

In order to assess operating conditions on the roadway network, a detailed traffic operations analysis (motorist delays, vehicle queuing, and level-of-service) was performed for the study intersections. Capacity analyses provide an indication of how well transportation facilities serve the traffic demands placed upon them, with vehicle queue analyses providing a secondary measure of the operational characteristics of an intersection or section of roadway under study.

In brief, six levels of service are defined for each type of facility. They are given letter designations ranging from A to F, with LOS “A” representing the best operating conditions and LOS “F” representing congested or constrained operations. An LOS of “E” is representative of a transportation facility that is operating at its design capacity with an LOS of “D” generally defined as the limit of “acceptable” traffic operations. Since the level-of-service of a traffic facility is a function of the flows placed upon it, such a facility may operate at a wide range of levels of service depending on the time of day, day of week, or period of the year. The Synchro® intersection capacity analysis software, which is based on the analysis methodologies and procedures presented in the *2000 Highway Capacity Manual*¹⁰ for signalized intersections and the *Highway Capacity Manual 6th Edition (HCM)*¹¹ for unsignalized intersections, was used to complete the level-of-service and vehicle queue analyses.

Analysis Results

Level-of-service and vehicle queue analysis were conducted for 2023 Existing and 2030 Future conditions for the intersections within the study area. The results of the intersection capacity and vehicle queue analyses are summarized in Tables 5 and 6, with the detailed analysis results attached.

The following is a summary of the level-of-service and vehicle queue analyses for intersections within the study area. For context, we note that an LOS of “D” or better is generally defined as “acceptable” operating conditions.

Signalized Intersections (Table 5)

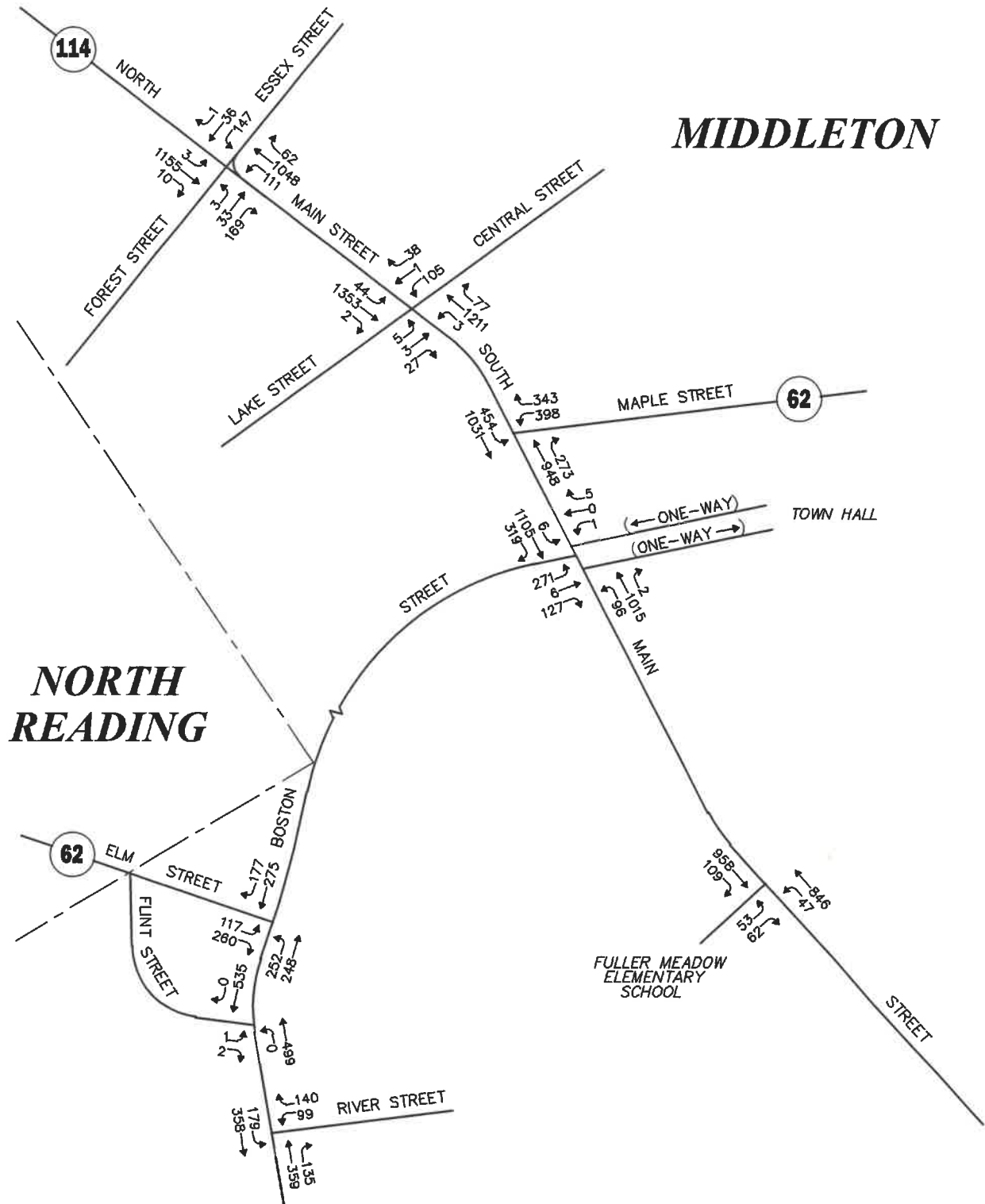
❖ *North Main Street at Essex Street and Forest Street*

Under 2023 Existing conditions, this signalized intersection was shown to be operating at an overall LOS B during all three analysis periods. Vehicle queues for through movements on the North Main

¹⁰*Highway Capacity Manual*; Transportation Research Board; Washington, DC; 2000.

¹¹*Highway Capacity Manual*, Transportation Research Board; Washington, DC; 2016.





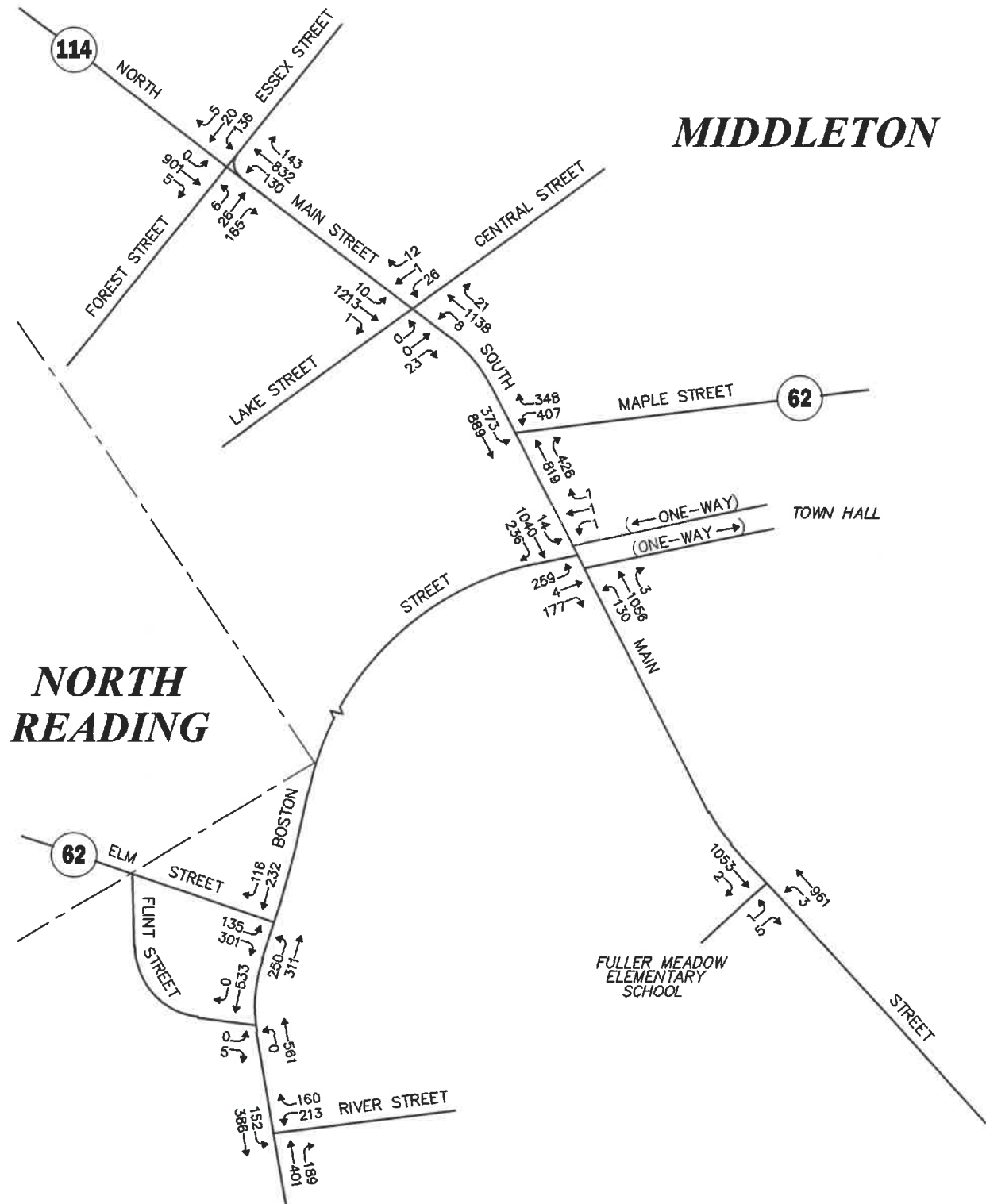
Not To Scale



Vanasse &
Associates inc

Figure 6

**2030 Future Year
Weekday Morning
Peak-Hour Traffic Volumes**



Not To Scale



Vanasse &
Associates inc

Figure 8

**2030 Future Year
Saturday Midday
Peak-Hour Traffic Volumes**

Street northbound approach were reported to extend up to 21 vehicles (weekday evening peak-hour).

Under 2030 Future horizon year conditions, overall operating conditions were shown to change from LOS B to LOS C during the weekday morning and evening peak hours, and to remain operating at from LOS B during the Saturday midday peak-hour. All movements from Forest Street were identified to operate at capacity (LOS E) during the weekday morning and evening peak hours with vehicle queues of up to 8 vehicles.

❖ ***North Main Street at South Main Street at Central Street and Lake Street***

Under 2023 Existing conditions, this signalized intersection was shown to be operating at an overall LOS C during the weekday morning peak-hour and at LOS B during the weekday evening and Saturday midday peak hours. It was noted that all movements from Central Street were identified to be operating over capacity (LOS F) during the weekday morning peak-hour and at capacity (LOS E) during the weekday evening peak-hour with vehicle queues of up to 8 vehicles.

Under 2030 Future horizon year conditions, overall operating conditions were shown to change from LOS C to LOS D during the weekday morning peak-hour, from LOS B to LOS C during the weekday evening peak-hour and to remain at LOS B during the Saturday midday peak-hour. All movements from Central Street were identified to continue to operate over capacity (LOS F) during the weekday morning peak-hour and at capacity (LOS E) during the weekday evening peak-hour with vehicle queues of up to 10 vehicles.

❖ ***South Main Street at Maple Street***

Under 2023 Existing conditions, this signalized intersection was shown to operate over capacity (LOS F) during all three analysis periods with extended vehicle queuing reported (up to 39 vehicles) on the South Main Street northbound approach. In addition to the South Main Street northbound approach, left-turn movements from Maple Street were shown to be operating at capacity (LOS E) during the weekday morning and weekday evening peak hours, and over capacity during the Saturday midday peak-hour, with vehicle queues of up to 20 vehicles.

Under 2030 Future horizon year conditions, overall operating conditions were shown to remain at LOS F during the peak hours, with the South Main Street northbound approach and left-turn movements from Maple Street identified to be operating over capacity with vehicle queues of up to 38 vehicles on South Main Street northbound and up to 26 vehicles in the Maple Street left-turn lane.

❖ ***South Main Street at Boston Street and the Town Hall Driveways***

Under 2023 Existing conditions, this signalized intersection was shown to be operating at an overall LOS B during the weekday morning peak-hour, at LOS C during the weekday evening peak-hour and at LOS B during the Saturday midday peak-hour. It was noted that left-turn movements from the Boston Street approach were identified to be operating at their design capacity (LOS E) during the weekday morning and Saturday midday peak hours with vehicle queues of up to 14 vehicles (weekday evening peak-hour).

Under 2030 Future horizon year conditions, overall operating conditions were shown to change from LOS B to LOS D during the weekday morning peak-hour, from LOS C to LOS F during the weekday evening peak-hour and from LOS B to LOS C during the Saturday midday peak-hour.



Left-turn movements from Boston Street were shown to continue to operate at LOS E during the weekday morning and Saturday midday peak hours with vehicle queues of up to 15 vehicles (weekday evening peak-hour), with all movements from the South Main Street northbound approach was shown to operate over capacity (LOS F) during the weekday evening peak-hour with vehicle queues of up to 40 vehicles.

Unsignalized Intersections (Table 6)

❖ South Main Street at the Fuller Meadow Elementary School Driveway

Under 2023 Existing conditions, all movements exiting the Fuller Meadow Elementary School driveway were shown to operate over capacity (LOS F) during the weekday morning and evening peak hours, and at LOS C during the Saturday midday peak-hour, with vehicle queues of up to 28 vehicles (weekday morning peak-hour). All movements approaching the intersection along South Main Street were shown to operate at LOS A during all three peak hours with negligible vehicle queuing.

Under 2030 Future horizon year conditions, all movements exiting the Fuller Meadow Elementary School driveway were shown to continue to operate over capacity during the weekday morning and evening peak-hours, and to change from LOS C to LOS E during the Saturday midday peak hour. Vehicle queues on the school driveway approach were shown to increase to 33 vehicles during the weekday morning peak-hour. All movements approaching the intersection along South Main Street were shown to continue to operate at LOS A during all three peak hours with vehicle queuing of up to one (1) vehicle.

❖ Boston Street at Elm Street

Under 2023 Existing conditions, left-turn movements from Elm Street were shown to operate over capacity (LOS F) during the weekday morning and evening peak hours, and at capacity (LOS E) during the Saturday midday peak-hour, with vehicle queues of up to 8 vehicles (weekday evening peak-hour). All movements approaching the intersection along Boston Street were shown to operate at LOS A during all three peak hours with vehicle queues of up to one (1) vehicle.

Under 2030 Future horizon year conditions, left-turn movements from Elm Street were shown to continue to operate over capacity during the weekday morning and evening peak hours, and to change from LOS E to LOS F during the Saturday midday peak-hour, with vehicle queues of up to 17 vehicles (weekday evening peak-hour). All movements approaching the intersection along Boston Street were shown to operate at LOS A during all three peak hours with vehicle queues of up to two (2) vehicles.

❖ Boston Street at Flint Street

Under 2023 Existing and 2030 Future year conditions, all movements from Flint Street were shown to operate at LOS C during the weekday morning peak-hour and at LOS B during the weekday evening and Saturday midday peak hours, with negligible vehicle queuing. All movements approaching the intersection along Boston Street were shown to operate at LOS A during all three peak hours, also with negligible vehicle queuing.



❖ **Boston Street at River Street**

Under 2023 Existing conditions, all movements exiting River Street were shown to operate over capacity (LOS F) during all three analysis periods, with vehicle queues of up to 19 vehicles during the weekday evening and Saturday midday peak hours. All movements approaching the intersection along Boston Street were shown to operate at LOS A during all three peak hours with vehicle queues of up to one (1) vehicle.

Under 2030 Future horizon year conditions, all movements exiting River Street were shown to continue to operate over capacity during all three analysis periods, with vehicle queues increasing to up to 34 vehicles during the weekday evening and Saturday midday peak hours. All movements approaching the intersection along Boston Street were shown to continue to operate at LOS A during all three peak hours with vehicle queues of up to one (1) vehicle.



Table 5
SIGNALIZED INTERSECTION LEVEL-OF-SERVICE AND VEHICLE QUEUE SUMMARY

Signalized Intersection/Peak-hour/Movement	2023 Existing			2030 Horizon Year				
	V/C ^a	Delay ^b	LOS ^c	Queue ^d 50 th /95 th	V/C	Delay	LOS	Queue 50 th /95 th
North Main Street at Forest Street and Essex Street								
<i>Weekday Morning:</i>								
Essex Street EB LT/TH/RT	0.19	17.8	B	1/2	0.22	18.0	B	1/2
Forest Street WB LT/TH/RT	0.71	29.2	C	3/5	0.93	59.9	E	3/7
North Main Street NB LT	0.35	7.8	A	1/1	0.45	9.9	A	1/2
North Main Street NB TH	0.82	14.2	B	10/20	0.96	29.5	C	14/26
North Main Street NB RT	0.03	4.8	A	0/0	0.04	4.8	A	0/1
North Main Street SB LT/TH/RT	0.67	14.2	B	6/9	0.90	24.2	C	9/14
Overall	—	15.2	B	—	—	27.3	C	—
<i>Weekday Evening:</i>								
Essex Street EB LT/TH/RT	0.36	18.3	B	2/3	0.44	19.0	B	2/3
Forest Street WB LT/TH/RT	0.74	31.6	C	3/6	0.99	79.1	E	3/8
North Main Street NB LT	0.45	8.1	A	1/2	0.59	11.8	B	1/3
North Main Street NB TH	0.85	15.7	B	10/21	1.00	37.3	D	15/27
North Main Street NB RT	0.12	5.2	A	1/1	0.15	5.3	A	1/2
North Main Street SB LT/TH/RT	0.63	14.1	B	5/8	0.87	21.9	C	7/12
Overall	—	15.5	B	—	—	29.6	C	—
<i>Saturday Midday:</i>								
Essex Street EB LT/TH/RT	0.19	14.9	B	1/2	0.22	17.4	B	1/2
Forest Street WB LT/TH/RT	0.49	17.4	B	2/4	0.74	31.7	C	2/6
North Main Street NB LT	0.35	7.4	A	1/2	0.42	8.1	A	1/2
North Main Street NB TH	0.67	10.0	B	6/10	0.75	11.5	B	8/14
North Main Street NB RT	0.09	5.6	A	0/1	0.11	5.2	A	1/1
North Main Street SB LT/TH/RT	0.56	13.4	B	4/6	0.62	13.9	B	6/8
Overall	—	11.9	B	—	—	13.8	B	—

See notes at end of Table.



Table 5 (Continued)
SIGNALIZED INTERSECTION LEVEL-OF-SERVICE AND VEHICLE QUEUE SUMMARY

Signalized Intersection/Peak-hour/Movement	2023 Existing				2030 Horizon Year			
	V/C ^a	Delay ^b	LOS ^c	Queue ^d 50 th /95 th	V/C	Delay	LOS	Queue 50 th /95 th
North Main Street and South Main Street at Lake Street and Central Street								
<i>Weekday Morning:</i>								
Lake Street EB LT/TH/RT	0.06	47.2	D	1/1	0.07	47.3	D	1/1
Central Street WB LT/TH/RT	1.07	136.3	F	6/8	1.28	212.1	F	8/10
South Main Street NB LT/TH/RT	0.44	12.8	B	2/7	0.52	19.3	B	2/11
North Main Street SB LT/TH/RT	0.76	22.2	C	16/20	0.93	33.6	C	22/30
Overall	—	28.2	C	—	—	42.1	D	—
<i>Weekday Evening:</i>								
Lake Street EB LT/TH/RT	0.06	47.1	D	1/1	0.07	47.2	D	1/1
Central Street WB LT/TH/RT	0.69	60.2	E	5/6	0.80	70.7	E	6/7
South Main Street NB LT/TH/RT	0.48	13.2	B	3/8	0.56	19.6	B	4/12
North Main Street SB LT/TH/RT	0.66	19.1	B	13/16	0.80	23.3	C	18/22
Overall	—	19.4	B	—	—	24.8	C	—
<i>Saturday Midday:</i>								
Lake Street EB LT/TH/RT	0.02	46.8	D	0/0	0.02	46.8	D	0/0
Central Street WB LT/TH/RT	0.15	47.9	D	1/2	0.17	48.1	D	1/2
South Main Street NB LT/TH/RT	0.39	7.0	A	3/4	0.47	11.3	B	3/8
North Main Street SB LT/TH/RT	0.60	17.7	B	12/15	0.71	20.3	C	16/19
Overall	—	13.7	B	—	—	17.0	B	—

See notes at end of Table.



Table 5 (Continued)
SIGNALIZED INTERSECTION LEVEL-OF-SERVICE AND VEHICLE QUEUE SUMMARY

Signalized Intersection/Peak-hour/Movement	2023 Existing				2030 Horizon Year			
	V/C ^a	Delay ^b	LOS ^c	Queue ^d 50 th /95 th	V/C	Delay	LOS	Queue 50 th /95 th
South Main Street at Maple Street								
<i>Weekday Morning:</i>								
Maple Street WB LT	0.92	76.3	E	11/18	1.16	146.9	F	17/25
Maple Street WB RT	0.22	40.6	D	0/3	0.29	41.5	D	1/4
South Main Street NB TH/RT	1.61	<u>326.4</u>	F	23/31	1.97	<u>495.1</u>	F	38/38
South Main Street SB LT	--	--	--	--	--	--	--	--
South Main Street SB LT/TH	0.72	4.0	A	1/3	0.85	11.1	B	4/4
Overall	--	<u>135.1</u>	F	--	--	<u>212.5</u>	F	--
<i>Weekday Evening:</i>								
Maple Street WB LT	0.79	56.7	E	9/13	0.99	93.8	F	12/19
Maple Street WB RT	0.28	41.4	D	0/3	0.31	41.8	D	0/3
South Main Street NB TH/RT	1.76	<u>399.2</u>	F	33/39	2.12	<u>544.2</u>	F	30/43
South Main Street SB LT	--	--	--	--	--	--	--	--
South Main Street SB LT/TH	0.65	1.5	A	0/1	0.76	5.1	A	0/4
Overall	--	<u>172.8</u>	F	--	--	<u>239.2</u>	F	--
<i>Saturday Midday:</i>								
Maple Street WB LT	1.08	117.9	F	15/20	1.33	214.8	F	21/26
Maple Street WB RT	0.25	41.0	D	0/2	0.46	43.7	D	2/5
South Main Street NB TH/RT	1.46	<u>257.9</u>	F	25/31	1.80	<u>408.5</u>	F	29/34
South Main Street SB LT	--	--	--	--	--	--	--	--
South Main Street SB LT/TH	0.62	0.9	A	0/0	0.73	2.8	A	0/0
Overall	--	<u>115.8</u>	F	--	--	<u>188.8</u>	F	--

See notes at end of Table.



Table 5 (Continued)
SIGNALIZED INTERSECTION LEVEL-OF-SERVICE AND VEHICLE QUEUE SUMMARY

Signalized Intersection/Peak-hour/Movement	2023 Existing			2030 Horizon Year				
	V/C ^a	Delay ^b	LOS ^c	Queue ^d 50 th /95 th	V/C	Delay	LOS	Queue 50 th /95 th
South Main Street at Boston Street and the Town Hall Driveways								
<i>Weekday Morning:</i>								
Boston Street EB LT	0.82	57.3	E	8/11	0.84	55.5	E	10/12
Boston Street EB TH/RT	0.07	34.2	C	0/2	0.11	31.1	C	0/2
Town Hall Driveways WB LT/TH/RT	0.01	33.5	C	0/0	0.01	29.9	C	0/0
South Main Street NB LT	--	--	--	--	--	--	--	--
South Main Street NB LT/TH/RT	0.58	12.7	B	9/14	1.02	54.5	D	23/31
South Main Street SB LT/TH/RT	0.55	14.7	B	15/18	0.72	21.1	C	19/23
Overall	—	19.1	B	--	--	37.8	D	—
<i>Weekday Evening:</i>								
Boston Street EB LT	0.85	52.5	D	11/14	0.79	39.8	D	12/15
Boston Street EB TH/RT	0.10	28.0	C	0/2	0.14	22.6	C	0/2
Town Hall Driveways WB LT/TH/RT	0.02	27.2	C	0/1	0.02	21.4	C	0/1
South Main Street NB LT	--	--	--	--	--	--	--	--
South Main Street NB LT/TH/RT	0.80	24.8	C	15/21	1.79	264.3	F	33/40
South Main Street SB LT/TH/RT	0.57	21.2	C	15/19	0.80	21.6	C	7/10
Overall	—	27.2	C	--	--	123.0	F	—
<i>Saturday Midday:</i>								
Boston Street EB LT	0.80	57.1	E	8/11	0.83	56.6	E	9/12
Boston Street EB TH/RT	0.10	35.9	D	0/2	0.14	33.9	C	0/2
Town Hall Driveways WB LT/TH/RT	0.01	35.0	D	0/0	0.01	32.5	C	0/0
South Main Street NB LT	--	--	--	--	--	--	--	--
South Main Street NB LT/TH/RT	0.59	11.5	B	8/14	0.94	33.3	C	18/29
South Main Street SB LT/TH/RT	0.48	6.1	A	7/9	0.61	9.8	A	10/15
Overall	—	15.3	B	--	--	25.3	C	—

^aVolume-to-capacity ratio.

^bControl (signal) delay per vehicle in seconds.

^cLevel of service.

^dQueue length in vehicles.

NB = northbound; SB = southbound; EB = eastbound; WB = westbound; LT = left-turning movements; TH = through movements; RT = right-turning movements



Table 6
UNSIGNALIZED INTERSECTION LEVEL-OF-SERVICE AND VEHICLE QUEUE SUMMARY

Unsignalized Intersection/Peak-hour/Movement	2023 Existing			2030 Horizon Year				
	Demand ^a	Delay ^b	LOS ^c	Queue ^d 95 th	Demand	Delay	LOS	Queue 95 th
South Main Street at Fuller Meadow Elementary School								
<i>Weekday Morning:</i>								
Fuller Meadow Elementary School EB LT/RT	115	<u>689.6</u>	F	28	115	<u>1343.8</u>	F	33
South Main Street NB TH	739	0.7	A	0	893	0.6	A	1
South Main Street SB TH	902	0.0	A	0	1,067	0.0	A	0
<i>Weekday Evening:</i>								
Fuller Meadow Elementary School EB LT/RT	45	<u>315.9</u>	F	10	45	<u>758.6</u>	F	13
South Main Street NB TH	929	0.2	A	0	1,099	0.1	A	0
South Main Street SB TH	905	0.0	A	0	1,062	0.0	A	0
<i>Saturday Midday:</i>								
Fuller Meadow Elementary School EB LT/RT	6	24.5	C	0	6	34.0	E	1
South Main Street NB TH	801	0.0	A	0	964	0.0	A	0
South Main Street SB TH	884	0.0	A	0	1,055	0.0	A	0
Boston Street at Elm Street								
<i>Weekday Morning:</i>								
Elm Street EB LT	84	<u>63.3</u>	F	4	117	<u>330.9</u>	F	11
Elm Street EB RT	209	13.6	B	2	260	17.4	C	3
Boston Street NB LT/TH	413	4.9	A	1	500	5.1	A	2
Boston Street SB TH/RT	368	0.0	A	0	452	0.0	A	0
<i>Weekday Evening:</i>								
Elm Street EB LT	138	<u>142.8</u>	F	8	170	<u>683.1</u>	F	17
Elm Street EB RT	211	11.9	B	2	253	13.9	B	2
Boston Street NB LT/TH	543	3.9	A	1	664	4.3	A	2
Boston Street SB TH/RT	299	0.0	A	0	382	0.0	A	0
<i>Saturday Midday:</i>								
Elm Street EB LT	107	41.6	E	3	135	<u>167.7</u>	F	9
Elm Street EB RT	253	12.5	B	2	301	15.1	C	3
Boston Street NB LT/TH	458	3.8	A	1	561	4.1	A	1
Boston Street SB TH/RT	273	0.0	A	0	348	0.0	A	0

See notes at end of table.



Table 6
UNSIGNALIZED INTERSECTION LEVEL-OF-SERVICE AND VEHICLE QUEUE SUMMARY

Unsignalized Intersection/Peak-hour/Movement	2023 Existing			2030 Horizon Year				
	Demand ^a	Delay ^b	LOS ^c	Queue ^d 95 th	Demand	Delay	LOS	Queue 95 th
Boston Street at Flint Street								
<i>Weekday Morning:</i>								
Flint Street EB LT/RT	3	15.0	C	0	3	17.9	C	0
Boston Street NB TH	412	0.0	A	0	499	0.0	A	0
Boston Street SB TH	431	0.0	A	0	535	0.0	A	0
<i>Weekday Evening:</i>								
Flint Street EB LT/RT	5	13.1	B	0	6	14.7	B	0
Boston Street NB TH	542	0.0	A	0	663	0.0	A	0
Boston Street SB TH	423	0.0	A	0	518	0.0	A	0
<i>Saturday Midday:</i>								
Flint Street EB LT/RT	4	11.3	B	0	5	12.4	B	0
Boston Street NB TH	458	0.0	A	0	561	0.0	A	0
Boston Street SB TH	435	0.0	A	0	533	0.0	A	0
Boston Street at River Street								
<i>Weekday Morning:</i>								
River Street WB LT/RT	202	55.3	F	7	239	233.3	F	17
Boston Street NB TH	420	0.0	A	0	494	0.0	A	0
Boston Street SB TH	433	2.9	A	1	537	3.2	A	1
<i>Weekday Evening:</i>								
River Street WB LT/RT	324	225.9	F	19	381	650.8	F	34
Boston Street NB TH	569	0.0	A	0	673	0.0	A	0
Boston Street SB TH	427	2.5	A	1	523	2.8	A	1
<i>Saturday Midday:</i>								
River Street WB LT/RT	319	197.1	F	19	373	562.1	F	34
Boston Street NB TH	499	0.0	A	0	590	0.0	A	0
Boston Street SB TH	439	2.5	A	1	538	2.7	A	1

^aVolume-to-capacity ratio.

^bControl (signal) delay per vehicle in seconds.

^cLevel of service.

^dQueue length in vehicles.

NB = northbound; SB = southbound; EB = eastbound; WB = westbound; LT = left-turning movements; TH = through movements; RT = right-turning movements



CORRIDOR IMPROVEMENT EVALUATION

As identified in the previous sections, the South Main Street/Maple Street intersection was identified to be operating at or over capacity under 2023 Existing conditions, with the South Main Street/Boston Street/Town Hall Driveways intersection identified to operate over capacity during the weekday evening peak-hour under 2030 Future horizon year conditions. In addition, the South Main Street/Maple Street intersection was identified to have a motor vehicle crash rate that exceeds the MassDOT average crash rates for similar intersections and the intersection has been identified as a “Top 5% Intersection Crash Cluster” location for the 2018-2020 reporting period and HSIP eligible. Given the proximity of the North Main Street/South Main Street/Lake Street intersection to the South Main Street/Maple Street intersection, these two intersections are controlled by the same traffic signal controller and operationally function as a single interconnected traffic signal. As such, recommendations for improvements at the South Main Street/Maple Street intersection also need to consider impacts at the North Main Street/South Main Street/Lake Street intersection.

A review of potential improvement measures was undertaken for the North Main Street/South Main Street corridor within the Middleton Town Center area, inclusive of the North Main Street/South Main Street/Lake Street, South Main Street/Maple Street and South Main Street/Boston Street/Town Hall Driveways intersections, that are intended to improve traffic operations, enhance safety and promote mobility through improving pedestrian and bicycle accommodations in the context of a Complete Streets design approach. Two improvement strategies were evaluated that include a Long-Term Corridor Improvement Project for the Route 114 corridor that would result in the establishment of on-road, buffered bicycle lanes and sidewalks along both sides of the roadway, with capacity enhancements by way of the development of left-turn lane accommodations at critical intersections, and a Critical Infrastructure Improvement Plan that would allow for the advancement of specific improvements that would achieve the operational and safety improvement goals and improve pedestrian accommodations while planning for the potential future long-term corridor improvements.

The intent of the Critical Infrastructure Improvement Plan is to define specific improvements that could be advanced in the near-term within then available public right-of-way and with the cooperation of the property owners along the west side of South Main Street at Boston Street.

The following summarizes the improvement strategies that have been identified for the North Main Street/South Main Street corridor within the Middleton Town Center area.

➤ Long-Term Corridor Improvement Project

○ *North Main Street/South Main Street Corridor Improvements:*

- a. Provide 5.5-foot wide (minimum) Americans with Disabilities Act (ADA) compliant sidewalks along both sides of North Main Street/South Main Street with accompanying ADA compliant wheelchair ramps for all pedestrian crossings.
- b. Provide 5-foot wide buffered bicycle lanes along both sides of North Main Street/South Main Street that are separated (buffered) from the adjacent travel lane by 3-feet.
- c. Maintain two (2) through travel lanes per direction that are 11-feet in width with additional turn lanes provided where necessary at major intersections (discussion follows).



○ ***Intersection Improvements:***

– *North Main Street and South Main Street at Central Street and Lake Street*

Install an Adaptive Signal Control Technologies (ASCT) system to include vehicle detection and monitoring

– *South Main Street at Maple Street*

- a. Widen South Main Street to provide a southbound left-turn lane;
- b. Widen Maple Street to provide a second left-turn lane;
- c. Reconstruct the traffic signal system to accommodate the roadway widening; and
- d. Install an ASCT system to include vehicle detection and monitoring; and

– *South Main Street at Boston Street and the Middleton Town Hall Driveways*

- a. Widen South Main Street to provide a northbound left-turn lane;
- b. Widen Boston Street to provide a second left-turn lane and to accommodate a bicycle lane transition from South Main Street along the north side;
- c. Provide a 10-foot wide shared-use path along the south side of Boston Street to accommodate eastbound bicycle travel approaching South Main Street;
- d. Reconstruct the traffic signal system to accommodate the roadway widening;
- e. Install an ASCT system to include vehicle detection and monitoring; and
- f. Replace the pedestrian signal indications with Audible Pedestrian Signal (APS) devices with countdown-type displays and accompanying ADA compliant pushbuttons and signs.

The suggested long-term improvements at the South Main Street/Boston Street/Middleton Town Hall Driveways intersection are depicted on Figure 9, which has been prepared to define an easement area along Boston Street and South Main Street at the intersection that would allow for: i) advancement of the suggested long-term improvements; ii) provide context for the planned redevelopment of 49 South Main Street; and iii) accommodate the multifamily residential development proposal that is currently before the Zoning Board of Appeals at 10 Boston Street (reflected on Figure 9).

Table 7 summarizes the improvement in traffic operations that can be attained with the implementation of the long-term corridor improvement project. As can be seen in Table 7, overall operating conditions at the intersections within the Middleton Town Center area were shown to improve to LOS D or better. The Central Street approach to the North Main Street/South Main Street/Central Street/Lake Street intersection was shown to continue to operate over capacity (LOS F) during both the weekday morning and evening peak hours. These conditions are, in part, due to the need to balance operating conditions at the intersection with those at the South Main Street/Maple Street intersection since both intersections are operated by the same traffic signal controller. With the installation of the ASCT system, actual operating conditions are expected to be better than predicted by the analysis model as the ASCT system will look for efficiencies and seek to balance and improve traffic operations based on real-time measurements of vehicle arrival and departure data.



Table 7
IMPROVED SIGNALIZED INTERSECTION LEVEL-OF-SERVICE AND VEHICLE QUEUE SUMMARY

Signalized Intersection/Peak-hour/Movement	2030 with Long-Term Corridor Improvements				2030 with Critical Infrastructure Improvements			
	V/C	Delay	LOS	Queue 50 th /95 th	V/C	Delay	LOS	Queue 50 th /95 th
North Main Street and South Main Street at Lake Street and Central Street								
<i>Weekday Morning:</i>								
Lake Street EB LT/TH/RT	0.11	50.5	D	1/1	0.09	49.3	D	1/1
Central Street WB LT/TH/RT	2.17	536.0	F	10/12	1.77	426.0	F	10/12
South Main Street NB LT/TH/RT	0.49	1.8	A	2/2	0.50	7.3	A	2/5
North Main Street SB LT/TH/RT	0.76	13.8	B	15/18	0.89	26.5	C	20/25
Overall	--	51.5	D	--	--	51.0	D	--
<i>Weekday Evening:</i>								
Lake Street EB LT/TH/RT	0.11	52.1	D	1/1	0.12	53.2	D	1/1
Central Street WB LT/TH/RT	1.45	295.5	F	8/9	1.63	374.9	F	8/10
South Main Street NB LT/TH/RT	0.52	2.0	A	3/3	0.51	5.7	A	3/5
North Main Street SB LT/TH/RT	0.63	8.9	A	10/13	0.74	17.8	B	15/19
Overall	--	24.3	C	--	--	35.0	D	--
<i>Saturday Midday:</i>								
Lake Street EB LT/TH/RT	0.02	48.7	D	0/0	0.02	51.5	D	0/0
Central Street WB LT/TH/RT	0.23	50.5	D	1/2	0.32	54.1	D	1/3
South Main Street NB LT/TH/RT	0.45	2.6	A	3/3	0.44	2.8	A	3/3
North Main Street SB LT/TH/RT	0.61	11.8	B	12/14	0.67	16.5	B	14/17
Overall	--	8.7	A	-	--	11.2	B	--

See notes at end of Table.



Table 7 (Continued)
IMPROVED SIGNALIZED INTERSECTION LEVEL-OF-SERVICE AND VEHICLE QUEUE SUMMARY

Signalized Intersection/Peak-hour/Movement	2030 with Long-Term Corridor Improvements				2030 with Critical Infrastructure Improvements			
	V/C	Delay	LOS	Queue 50 th /95 th	V/C	Delay	LOS	Queue 50 th /95 th
South Main Street at Maple Street								
<i>Weekday Morning:</i>								
Maple Street WB LT	0.91	72.5	E	7/11	1.11	127.2	F	15/23
Maple Street WB RT	0.24	46.4	D	0/4	0.25	38.5	D	0/4
South Main Street NB TH/RT	1.04	79.7	E	22/26	1.38	222.5	F	27/31
South Main Street SB LT	0.88	41.6	D	10/17	--	--	--	--
South Main Street SB LT/TH	0.38	0.9	A	1/1	0.91	17.9	B	4/5
Overall	--	48.3	D	--	--	109.6	F	--
<i>Weekday Evening:</i>								
Maple Street WB LT	0.89	71.4	E	6/9	0.89	64.0	E	11/17
Maple Street WB RT	0.31	48.8	D	0/3	0.31	37.8	D	0/3
South Main Street NB TH/RT	1.05	76.9	E	20/29	1.41	232.4	F	28/38
South Main Street SB LT	0.79	33.5	C	7/13	--	--	--	--
South Main Street SB LT/TH	0.34	0.6	A	1/1	0.83	10.0	B	1/4
Overall	--	48.4	D	--	--	109.8	F	--
<i>Saturday Midday:</i>								
Maple Street WB LT	0.94	73.9	E	8/12	1.19	152.4	F	19/24
Maple Street WB RT	0.28	45.1	D	0/2	0.38	38.6	D	2/4
South Main Street NB TH/RT	1.03	73.6	E	22/23	1.22	153.3	F	27/30
South Main Street SB LT	0.73	27.8	C	4/10	--	--	--	--
South Main Street SB LT/TH	0.34	0.2	A	0/0	0.79	6.1	A	0/1
Overall	--	46.0	D	--	--	85.0	F	--

See notes at end of Table.



Table 7 (Continued)
IMPROVED SIGNALIZED INTERSECTION LEVEL-OF-SERVICE AND VEHICLE QUEUE SUMMARY

Signalized Intersection/Peak-hour/Movement	2030 with Long-Term Corridor Improvements				2030 with Critical Infrastructure Improvements			
	V/C	Delay	LOS	Queue 50 th /95 th	V/C	Delay	LOS	Queue 50 th /95 th
South Main Street at Boston Street and the Town Hall Driveways								
<i>Weekday Morning:</i>								
Boston Street EB LT	0.68	49.1	D	4/6	0.67	47.8	D	5/6
Boston Street EB TH/RT	0.12	40.0	D	0/2	0.12	39.5	D	0/2
Town Hall Driveways WB LT/TH/RT	0.01	39.0	D	0/0	0.01	38.4	D	0/0
South Main Street NB LT	0.42	13.0	B	1/2	0.43	13.5	B	1/2
South Main Street NB LT/TH/RT	0.44	6.6	A	6/9	0.44	6.9	A	7/9
South Main Street SB LT/TH/RT	0.71	12.6	B	4/7	0.71	11.9	B	10/14
Overall	--	15.5	B	--	--	15.2	B	--
<i>Weekday Evening:</i>								
Boston Street EB LT	0.69	44.4	D	6/8	0.69	44.4	D	6/8
Boston Street EB TH/RT	0.15	35.4	D	0/2	0.15	35.4	D	0/2
Town Hall Driveways WB LT/TH/RT	0.03	34.2	C	0/1	0.03	34.2	C	0/1
South Main Street NB LT	0.51	17.1	B	2/4	0.51	16.7	B	2/4
South Main Street NB LT/TH/RT	0.51	9.8	A	9/12	0.51	9.8	A	9/12
South Main Street SB LT/TH/RT	0.74	16.9	B	6/7	0.73	17.4	B	10/14
Overall	--	18.9	B	--	--	19.1	B	--
<i>Saturday Midday:</i>								
Boston Street EB LT	0.67	49.7	D	5/6	0.67	50.3	D	5/6
Boston Street EB TH/RT	0.15	41.8	D	0/3	0.15	42.0	D	0/3
Town Hall Driveways WB LT/TH/RT	0.02	40.6	D	0/1	0.02	40.8	D	0/1
South Main Street NB LT	0.43	10.2	B	1/2	0.41	9.2	A	1/2
South Main Street NB LT/TH/RT	0.41	5.4	A	6/8	0.41	5.3	A	5/8
South Main Street SB LT/TH/RT	0.62	8.3	A	6/14	0.61	10.0	B	6/6
Overall	--	13.6	B	--	--	14.3	B	--

^aVolume-to-capacity ratio.

^bControl (signal) delay per vehicle in seconds.

^cLevel of service.

^dQueue length in vehicles.

NB = northbound; SB = southbound; EB = eastbound; WB = westbound; LT = left-turning movements; TH = through movements; RT = right-turning movements



➤ **Critical Infrastructure Improvement Project**

○ ***South Main Street Corridor Improvements:***

- a. Provide 5.5-foot wide (minimum) ADA compliant sidewalks along both sides of South Main Street at and approaching Boston Street with accompanying ADA compliant wheelchair ramps for all pedestrian crossings.
- b. Provide a 10-foot wide shared-use path along the frontage of 49 South Main Street (South Main Street and Boston Street (partial)).
- c. Maintain two (2) through travel lanes per direction that are 11-feet in width with a left-turn lane provided on the northbound approach to Boston Street (discussion follows).

○ ***Intersection Improvements:***

- *North Main Street and South Main Street at Central Street and Lake Street*
Install an ASCT system to include vehicle detection and monitoring.
- *South Main Street at Maple Street*
Install an ASCT system to include vehicle detection and monitoring.
- *South Main Street at Boston Street and the Middleton Town Hall Driveways*
 - a. Widen South Main Street to provide a northbound left-turn lane;
 - b. Provide a 10-foot wide shared-use path along the south side of Boston Street to accommodate bicycle travel approaching South Main Street;
 - c. Reconstruct the traffic signal system to accommodate the roadway widening;
 - d. Install an ASCT system to include vehicle detection and monitoring; and
 - e. Replace the pedestrian signal indications with APS devices with countdown-type displays and accompanying ADA compliant pushbuttons and signs.

The suggested Critical Infrastructure Improvements at the South Main Street/Boston Street/Middleton Town Hall Driveways intersection are depicted on Figure 10, which includes the same easement area that was established along Boston Street and South Main Street shown on Figure 9.

Table 7 also summarizes the improvement in traffic operations that can be attained with the implementation of the critical infrastructure improvements. As can be seen in Table 7, a similar level of operational improvement is afforded at the South Main Street/Boston Street/Middleton Town Hall Driveways intersection as that provided by the Long-Term Corridor Improvement Project, with overall intersection operations improving to LOS B during the analysis periods and no movement reported to be operating below LOS D. The replacement of the traffic signal systems at the North Main Street/South Main Street/Central Street/Lake Street and South Main Street/Maple Street intersections with the ASCT system will reduce overall motorists delays at both intersections; however, overall operating conditions will continue to be over capacity absent the capacity improvements that are associated with the Long-Term Corridor Improvement Project.

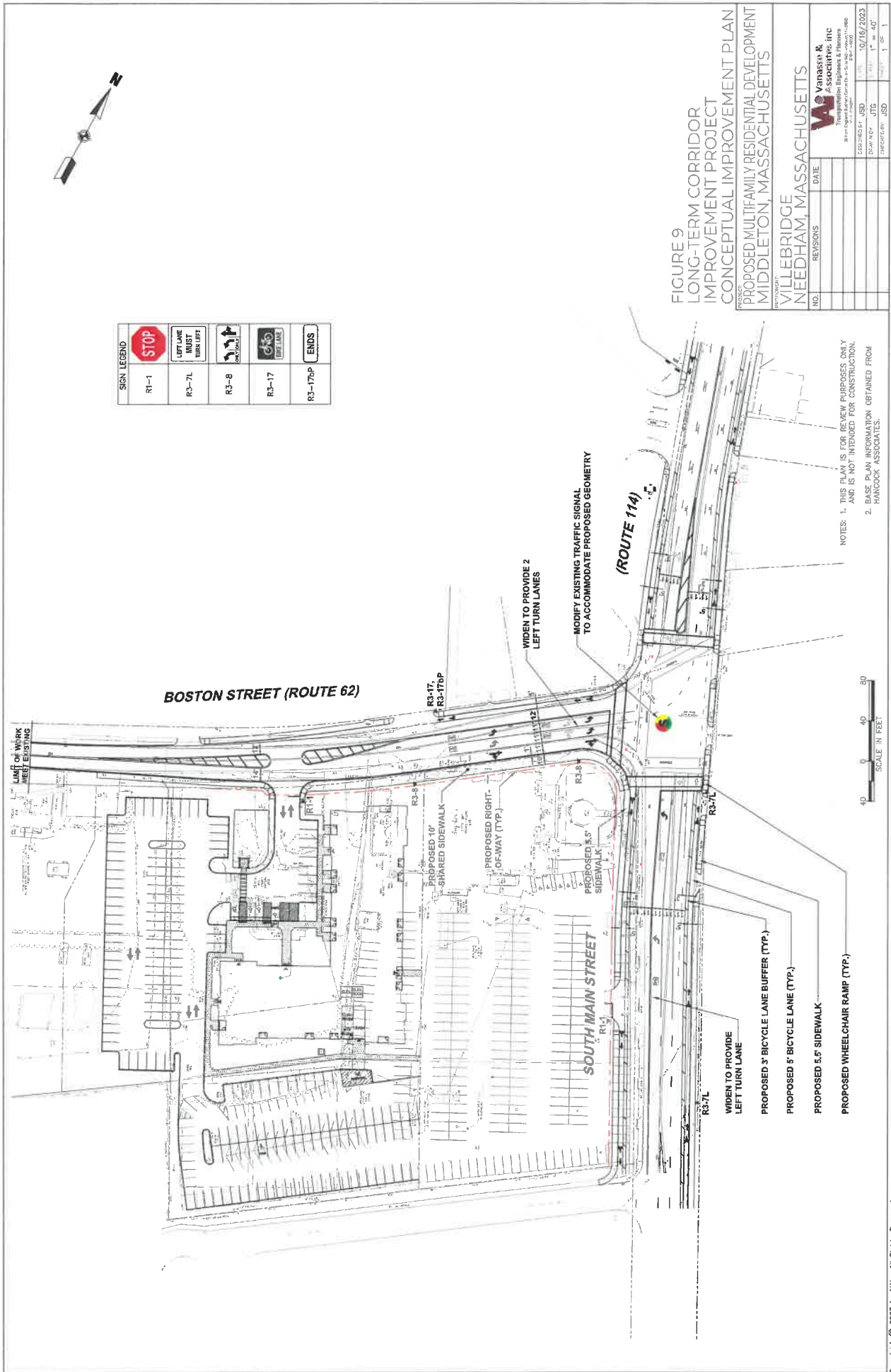


SUMMARY

VAI has prepared a Corridor Improvement Study for the North Main Street/South Main Street (Route 114) and Boston Street (Route 62) corridors in Middleton, Massachusetts, to identify potential improvement strategies that are intended to improve traffic flow, enhance safety and promote mobility. As a result of this study, suggested improvements have been developed for the North Main Street/South Main Street corridor within the Middleton Town Center area that include a Long-Term Corridor Improvement Project and a Critical Infrastructure Improvement Plan that would allow for the advancement of specific improvements in the near-term within then available public right-of-way and with the cooperation of the property owners along the west side of South Main Street at Boston Street. Both improvement programs will result in a reduction in overall motorist delay within the Middleton Town Center area and enhance safety for all roadway users.

Attachments





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

November 22, 2023

1d₂

Ref. T1404.01

Re: North Main Street/South Main Street (Route 114) / Boston Street (Route 62)
Corridor Improvement Study Peer Review

Dear Mr. Carber:

On behalf of the Town of Middleton, TEC, Inc. (TEC) has reviewed the North Main Street/South Main Street (Route 114)/Boston Street (Route 62) Corridor Improvement Study (the "Study") prepared by Vanasse and Associates, Inc. (VAI) on behalf of Villebridge Real Estate Development, the applicant for the 10-18 Boston Street project currently before the Middleton Zoning Board of Appeals (ZBA). The Study was prepared to identify potential improvement strategies and measures that are intended to improve traffic flow, enhance safety, and promote mobility independent of the Traffic Impact and Access Study (TIAS) as prepared by VAI and off-site mitigation recommendations for the 10-18 Boston Street project.

TEC completed a review of this document on behalf of the Town of Middleton and provides the following comments that we compiled during our review.

1. The Study reviews five (5) major intersections along the Route 114 corridor between Forest Street / Essex Street to the north and Fuller Elementary School to the south. The Study also reviews three (3) intersections in close proximity along Boston Street (Route 62) between Elm Street (Route 62) to the north and River Street to the south.
2. The roadway cross-section description provided for South Main Street does not denote the presence of one lane in each direction accompanied by a two-way left-turn lane (TWLTL) south of Rowell Lane up to the Fuller Elementary School Driveway with a left-turn lane opposite the TWLTL at the Fuller Elementary School Driveway.
3. The Study should clarify the limits of Massachusetts Department of Transportation (MassDOT) jurisdiction through State Highway Layout (SHLO). Although the MassDOT Roadway Inventory Viewer website depicts certain areas of SHLO which are where the Study descriptions appear to be based off, the individual limits of SHLO are slightly different and include:
 - a. Route 114 approximately 200-feet north of Lakeview Avenue to the northerly extent of study area (1914 SHLO #1556) including 2004 alterations documented in SHLO 7871.
 - b. Route 114 between a point approximately 175-feet north of Maple Street to the southerly extent of study area (1921 SHLO #1897 and 1922 SHLO #1989 including 1990 alterations documented in SHLO #6763. There is no break in the SHLO within this area in opposition to the Roadway Inventory Viewer website.
4. The Study notes a 30 miles per hour (mph) speed limit through the Route 114 corridor in the study area; however, North Main Street is posted at 40 mph starting from the SHLO

limit noted in Comment #3a and points north. Additional signage is provided along the corridor denoting 35 mph along North Main Street southbound approaching south of Lakeview Avenue. Posted speeds should be confirmed and checked against MassDOT Special Speed Regulations. Where the posted speed conflicts with the MassDOT Special Speed Regulations, the Study should provide recommendations to either repost the speed limit to the correct speed or remove the speed limit if a MassDOT Special Speed Regulations does not exist. Posted / regulated speeds should be corrected in Table 3 as necessary.

5. Understanding that the entire length of Boston Street (Route 62) is not specifically looked at within the Study, the Study should clarify the sidewalk location description for Boston Street where a sidewalk is provided along the northerly side of Route 62 between Route 114 and James Road and along the southerly side of the roadway between James Road and Wildwood Road. The sidewalk locations depicted in Figure 2 are correct.
6. Existing traffic volumes at the study area intersections were collected in both May 2022 and September 2023 while area schools were in general session. TEC concurs with the usage of existing traffic volumes.
7. The TIA evaluates traffic volumes for a COVID adjustment comparing May 2022 traffic volumes at the nearest permanent count station along Interstate 95. The TIA does note, which TEC agrees, that MassDOT no longer requires COVID adjustments following March 2022 unless the predominant land uses in the area is office. The COVID adjustment institute an 8.8 percent upward increase in traffic volumes from May 2022 taking into account that seasonally, traffic volumes in May 2022 are 5.3 percent higher than average-month conditions. Existing traffic volumes were further increased to a 2023 condition utilizing a year-over-year background growth rate. No COVID-adjustment was considered for the September 2023 traffic counts. TEC generally concurs that this methodology results in a conservative scenario for traffic volumes in the area.
8. The TIA presents motor vehicle crash data for each of the study area intersections. The crash data indicates the number, type, and severity of crashes at the study area intersections between 2016 and 2020 obtained from MassDOT's Interactive Mapping Portal for Analysis and Crash Tracking (IMPACT) portal. The TIA notes that several study area intersections experience crash rates below statewide and district wide averages with the exception of the intersection of South Main Street / Maple Street which experiences a rate well above those respective averages. The intersection is also designated as HSIP-eligible which represents a top 5 percent crash location in the region.
 - a. Please clarify if the crash reported information is based on the MassDOT IMPACT system or from individual crash reports. Information regarding the individual crash reports for the intersection of South Main Street / Maple Street would be helpful in describing crash related deficiencies at this location. TEC notes that these reports will be pulled as part of any future Road Safety Audit (RSA) at the intersection for which Villebridge Real Estate Development has committed to funding as part of their project's off-site mitigation program.
 - b. The Study should provide additional description as to the crash history at the other study area location. MassDOT's *Transportation Impact Assessment (TIA) Guidelines*¹ generally would look at more detailed crash history for those location

¹ *Transportation Impact Assessment (TIA) Guidelines*; Massachusetts Department of Transportation; March 13, 2014.

experiencing three or more crashes per year on average which is experienced at the intersection of North Main Street / South Main Street / Central Street / Lake Street, South Main Street / Maple Street, and South Main Street / Boston Street / Town Hall Driveways.

9. The Study does not provide documentation of sight distances at the unsignalized intersections along Boston Street (Route 62). This includes sight distances that are, by general inspection, shorter than recommended to/from River Street along Boston Street. The Study should be revised to include sight distance measurements where applicable.
10. The Study references a 1.5% growth rate on traffic volumes per year (compounded) based on the growth of traffic of several roadways in the vicinity from 2009 to 2018 (prior to COVID). TEC generally concurs that the growth rate of 1.5% as used by the Study.
11. The Study documents seven (7) specific developments by others which are anticipated to contribute additional traffic to the study area which are not accounted for in the March 2022 or September 2023 traffic counts. This includes the Villebridge site Lot's 2 and 3 at 10-18 Boston Street. TEC generally concurs that the additional traffic volumes superimposed on the roadway network described in the Study.
12. The Study identifies several infrastructure projects that are expected to be carried out in the study area including resurfacing work along Route 114 and off-site mitigation items identified by Villebridge in their project's TIAS, such as traffic signal timing optimization pre- and post-occupancy. The Study should confirm if any other improvements are expected to be completed by the several "Specific Developments by Others" identified in the Study.
13. The Study depicts the results of the traffic operational analysis for the 2023 Existing and 2030 Horizon Year conditions. TEC highlights the following items:
 - a. The delay and queuing along North Main Street southbound at the intersection of Forest Street / Essex Street is not representative of the results shown in Table 5 of the Study. This is a consequence purely of the Synchro software which uses the industry standard *Highway Capacity Manual's* (HCM) 'microscopic' analysis methodology. This methodology does not take into consideration the approach opening up to two lanes only 150-feet north of the intersection and merging back to one lane 150-feet south of the intersection. Although the number of lanes and configuration are included in the analysis, the software and manual methodology does not process the length of this 'short lane'.

The queues and delays experienced at the intersection are regularly seen as more significant during the peak hour periods. Any improvement alternatives at this location should consider a change in intersection inputs or software to calibrate the model to the existing field condition. An example would be to look at the intersection in Synchro compliment simulation software SimTraffic which looks at the intersection at a 'macroscopic' level and also takes into account the length of lanes before and after the intersection.
 - b. The intersection of South Main Street / Maple Street operates at degraded levels of service during all peak time periods where delay on the northbound approach result from significantly higher traffic volumes due to the offset Route 62 alignment (this approach carries traffic intending to travel through on Route 62 as well as through on 114) and delay on the Maple Street westbound approach due to the lessened green time because of the cluster intersection nature with the upstream intersection

of Lake Street / Central Street. In addition, the southbound approach sees slightly greater delays and queues than reported in the Study as the inside lane operates as a de facto left-turn lane for the beginning, if not most, of the southbound green phase. Whereas the left-turn protected green is a fraction of the overall approach green time, this left-turn volumes back up through the Lake Street / Central Street intersection. In short, the intersection operates at an even more degraded service than the Study indicates.

- c. Although the delay does not indicate a challenge along Boston Street eastbound to Route 114, the number of queued vehicles tends to block driveways upstream and blocks the ability for right-turning vehicles to access the through / right-turn lane rendering it ineffective for large portions of the peak periods.
 - d. The delay per vehicle reported in the Study along the Fuller Elementary School Driveway is not as long as the real-life condition (12-minutes per vehicle in AM drop-off as reported in Study). Additional gaps in traffic are generally available from the upstream traffic signals in both directions which is not accounted for in the 'microscopic' analysis in addition to the availability of vehicles turn left-out into the TWLTL to merge into northbound traffic, which occurs today.
 - e. The intersection of Boston Street / Elm Street should be looked at as three distinct intersections with the large island in the middle. Utilizing SimTraffic simulation software may be more applicable for this location based on the distance of the multiple interaction points of each triangular intersection.
 - f. During the peak periods, the River Street westbound approach will regularly form two lanes of traffic within the one travel lane for the first two vehicles in the queue behind the stop line. As there is only two vehicle space to complete this condition, the overall approach is analyzed correctly as a one-lane approach; however, note that the delay per vehicle on the approach is most likely slightly less in real-life than as reported in the Study.
14. Intersection improvements were implemented at the intersection of North Main Street / Forest Street / Essex Street in 2007/2008. Potential short-term improvement measures should be evaluated to complement the 15-year-old improvements as part of the Critical Infrastructure Improvement Plan:
- a. Install Accessible Pedestrian Signals (APS) push buttons at the intersection including the relocation of existing push buttons on the northeast and southwest corners of the intersection to be within 10-feet of the ramp opening per *Manual on Uniform Traffic Control Devices (MUTCD)* standards.
 - b. Install retroreflective backplates to each of the traffic signal housing in place of the existing traditional backplates.
 - c. Provide visors to the pedestrian signal housings on the intersection southeast corner.
 - d. Install pedestrian warning signage for the crosswalk across the North Main Street northbound channelized right-turn lane. Reposition the existing yield sign as necessary and compliment with yield pavement markings.
 - e. Confirm the transitional slope of the curb ramp within the channelized island crossing the channelized lane. Regrade this transition as necessary.

- f. Swap out the tunnel visors facing North Main Street southbound and Forest Street eastbound for longer visors, angled visors, and/or provide additional lens louvers to block indication visibility from each other approach due to the acute angle between the approaches.
 - g. Reestablish bicycle detection pavement markings which have since faded from the intersection.
- 15. Other than Adaptive Signal Control systems being installed, which TEC agrees with, Potential short-term improvement measures should be evaluated to complement the 15-year-old improvements as part of the Critical Infrastructure Improvement Plan:
 - a. Separate apex curb ramps to provide two accessible ramps per corner. Utilize concrete for the ramps to maintain accessibility while maintaining the brick outside of the ramp boundaries.
 - b. Relocate of pedestrian push buttons on both southeast and southwest intersection corners provide accessible reach of 10-inches or less from a level surface.
 - c. Install retroreflective backplates to each signal housing, where possible, based on loading requirements on each mast arm assembly.
 - d. Install tactile warning devices at each curb ramp opening.
 - e. In conjunction with a recommendation noted at the intersection of South Main Street / Maple Street, restripe the North Main Street southbound inside lane to a left-turn lane for to both Central Street and the downstream Maple Street.
 - f. Remove the stop line from Central Street westbound at Park Street as this is not a stop condition. Restripe / sign the location as a Do Not Block the Intersection location based on current signage along the approach.
 - g. Install bicycle detection pavement markings to denote location of bicycle stacking at intersection. The location can be determined based on whether other long-term bicycle improvements are implemented.
- 16. In addition to the improvements identified for the intersection of South Main Street / Maple Street; the following items should be considered under long-term improvements:
 - a. As opposed to widening South Main Street to provide a southbound left-turn lane (noted by VAI in improvements), consider reallocating lane usage within the existing cross-section to switch the South Main Street inside lane to an exclusive left-turn lane as this lane operates as a de facto left-turn lane during the peak periods. Check the operational characteristics of this alternative with other corridor wide modifications to see if additional widening is not needed as space in this area is limited or could require substantial right-of-way acquisition.
- 17. Potential short-term improvement measures should be evaluated to complement the 15-year-old improvements as part of the Critical Infrastructure Improvement Plan at the intersection of South Main Street / Maple Street:
 - a. Separate the apex curb ramp on the intersection's southeast corner to provide two accessible ramps per corner. Utilize concrete for the ramps on all corners to maintain accessibility while maintaining the brick outside of the ramp boundaries.

- b. Relocate the pedestrian push buttons on the southwest intersection corner to provide accessible reach of 10-inches or less from a level surface. Add a second push button to the corner for the Maple Street crossing which is not defined by the existing push button present and direction pedestrian traffic across Route 114.
 - c. Install retroreflective backplates to each signal housing, where possible, based on loading requirements on each mast arm assembly.
 - d. Install a tactile warning device to the pedestrian curb ramp on the intersection's northeast corner.
 - e. Install bicycle detection pavement markings to denote location of bicycle stacking at intersection. The location can be determined based on whether other long-term bicycle improvements are implemented.
- 18. Potential short-term improvement measures should be evaluated to complement the 15-year-old improvements as part of the Critical Infrastructure Improvement Plan at the intersection of South Main Street / Boston Street:
 - a. Separate the apex curb ramp on the intersection's northwest and southwest corners to provide two accessible ramps per corner.
 - b. Install retroreflective backplates to each signal housing, where possible, based on loading requirements on each mast arm assembly.
 - c. Install a tactile warning device to the pedestrian curb ramp on the intersection's corners, where applicable.
 - d. Install bicycle detection pavement markings to denote location of bicycle stacking at intersection. The location can be determined based on whether other long-term bicycle improvements are implemented.
- 19. In addition to the improvements identified for the intersection of South Main Street / Boston Street; the following items should be considered under long-term improvements:
 - a. In addition to Adaptive Signal Control, interconnect the traffic signal with the signals to the north to create a single system along Route 114. Utilize the coordination to allow for improved Route 62 offset crossing maneuvers which is a leading cause of the increased congestion.
- 20. The Study identifies that the operations along Central Street are evaluated based on optimization of flow along the Route 114 mainline, also shown in Table 7. The improvements as noted seem to greatly deteriorate this approach as compared to the incremental change along the mainline. Is this directly related to coordination optimization as well? What would the operations look like with minimal balancing?
- 21. Understanding the need to maintain a credible through movement from Boston Street to the Town Hall Driveway; how much more south could the realignment of Boston Street shown in Figure 9 and/or Figure 10 (into the site) be to maintain ADA/AAB compliance within the sidewalk along the northerly side of Boston Street. It appears utility poles will be centered on the sidewalk.
- 22. Should both Figure 9 and Figure 10 depict sidewalk along the southerly side of Boston Street between the 10-18 Boston Street project Lot 2 driveway and Route 114 which maintains ADA/AAB clearances for the shared-use path nature of the improvement.

23. Figure 9 should be expanded (with less detail) to show the limits of work to taper back the dual lane and buffered bicycle lanes into the existing condition assuming that Rowell Lane is the furthest south point of the cross-sectional change. This is to convey what may need to be considered to implement this improvement level.
24. With sidewalk connectivity and a crosswalk provided up to the St. Agnes Parish, the potential sidewalk improvements along Route 62 should be considered between 10-18 Boston Street's Lot 2 driveway and the Parish.
25. Figures 9 and 10 should be modified to include the area (SF) of any right-of-way impacts including to the 10-18 Boston Road Lot 2 and 3, and other properties to the south as noted in Comment #23.
26. There are currently no recommendations provided for the Route 62 intersections with Elm Street, Flint Street, or River Street. At a minimum, the Study should evaluate traffic signal control warrants at the major intersections of Boston Street / Elm Street and Boston Street / River Street. In addition, the Study should look at the opportunity to convert the intersection of Boston Street / Elm Street into a roundabout as space may be allotted to complete this traffic control alternative. A roundabout at this location may also assist in the sight line issue from River Street north as the southbound oncoming vehicle may be pushed out to a location west of the current roadway alignment.

Please do not hesitate to contact me directly if you have any questions concerning our comments at 978-794-1792. Thank you for your attention to these matters.

Sincerely,
TEC, Inc.
"The Engineering Corporation"



Samuel W. Gregorio, PE, PTOE, RSP₁
Senior Traffic Engineer



TOWN OF MIDDLETON PROPERTY TAX CLASSIFICATION HEARING PRESENTATION AND INFORMATION FISCAL YEAR 2024

Tuesday November 28, 2023

Prepared by the Board of Assessors

Toula Guarino M.A.A. -Chair

Meredith Stone M.A.A. - Clerk

Deborah J. Carbone M.A.A.

Bradford W. Swanson M.A.A. Chief Assessor

Kate B. Davies - Deputy Assessor

Jodi Fish P/T Assessing Clerk/Data Collector

ROLE OF THE SELECT BOARD

This information is intended to provide the Board of Selectmen with the necessary information to conduct a Public Hearing on the tax classification options available under the Massachusetts General Laws.

During the Commonwealth mandated Classification Hearing, the Board of Selectmen must vote on the following in order to establish a tax rate:

Open Space Discount

Residential Exemption

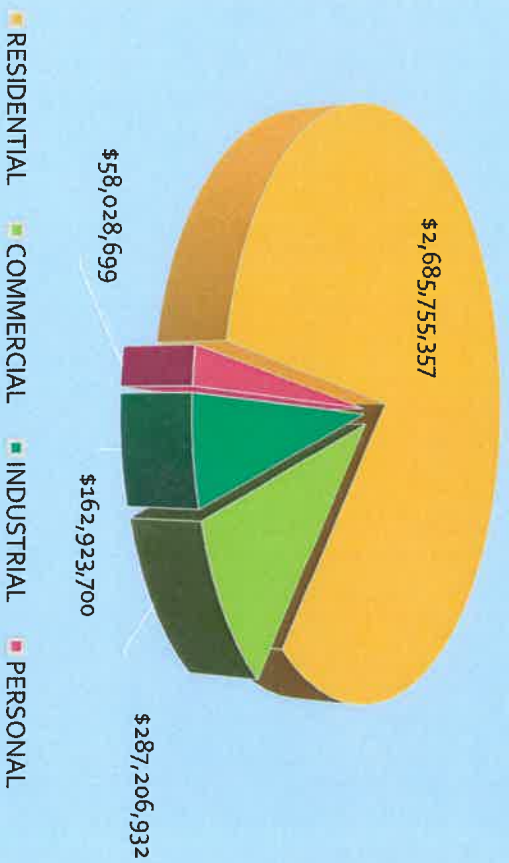
Small Commercial Exemption

Classification (shifting of the tax rate)

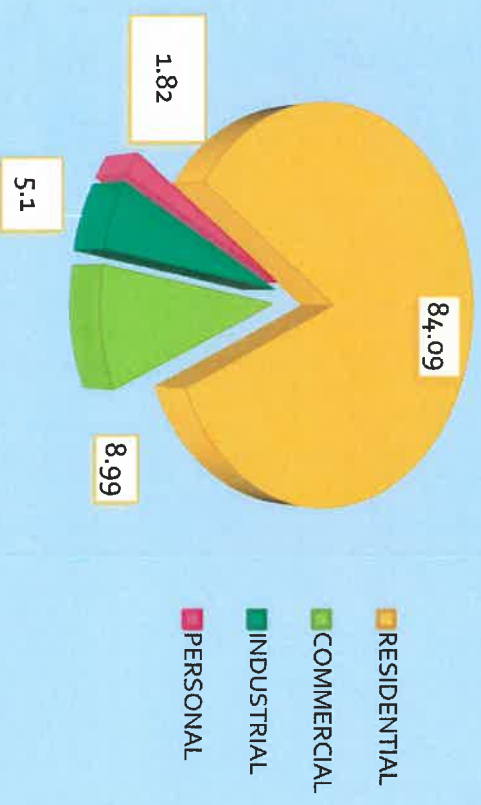


RELEVANT INFORMATION

TOTAL VALUATION OF MIDDLETON FY 2024



% OF VALUATION



FY 2024 VALUATION STATISTICS

- The total taxable valuation of the town has increased 13.4% to over 3 billion dollars (**\$3,193,914,688**).
- FY 2024 average single family assessed value is **\$935,466**. A 15.73% increase from last year's average of **\$808,346**.
- FY 2024 single family median assessed value is **\$842,600**.
- FY 2024 average assessed condominium value is \$ **\$590,631**. An increase of 9.39% from last year's average of **\$539,931**.
- FY 2024 commercial total value up 4.2%
- FY 2024 industrial total value up 17.5%
- FY 2024 public utilities up 3.6%

See full packet for further statistics

OPEN SPACE DISCOUNT

- **Open space is land maintained in an open or natural condition which contributes significantly to the benefit and enjoyment of the public and which is not:**
 - **Subject to a permanent conservation restriction;**
 - **Held for the production of income;**
 - **Taxable under the provisions of:**
 - **Chapter 61 (forestry)**
 - **Chapter 61A (agricultural land)**
 - **Chapter 61B (recreation land)**



The Board of Selectmen may discount up to 25% of the Open Space share of taxes.

Of the 351 municipalities in Massachusetts, 12 classify property as Open Space (2 in Essex County):

Ashland, Dennis, Erving, Falmouth, Leominster, Mashpee, Nantucket, Newburyport, Norfolk, Rowley, South Hadley, and Winthrop.

The Board of Assessors has determined that Middleton does not have eligible Open Space land. Most large parcels are in a Chapter program.

RESIDENTIAL EXEMPTION

The Board of Selectmen may adopt an exemption of up to 35% to shift the Residential Class tax burden from lower assessed properties that are the principal residence of a taxpayer to higher assessed properties and properties that are not the principal residence of a taxpayer.

The following eighteen municipalities allow a residential exemption. Note that most of these communities are large cities and/or oceanfront communities with large rental or second home inventory.

Barnstable, Boston, Brookline, Cambridge, Chelsea, Concord, Everett, Malden, Mashpee, Nantucket, Oak Bluffs, Provincetown, Somerville, Tisbury, Truro, Waltham, Watertown and Wellfleet.

The next page illustrates an example:

RESIDENTIAL CLASS VALUE	\$	2,349,683,472
PARCELS		3,434
AVERAGE	\$	684,241
EXEMPTION %		20%
EXEMPT VALUE/PARCEL	\$	136,848
PARCELS		3,434
TOTAL EXMPT VALUE	\$	(469,936,694)
NEW RESDTL VALUE	\$	1,879,746,778
RESIDENTIAL TAXES	\$	30,240,426
NEW RESDTL TAX RATE	\$	16.09

EXAMPLES				
ASSESSED VALUE	\$	534,241	\$	684,241
TAX RATE W/O EXEMPTION	\$	12.87	\$	12.87
TAXES PAID	\$	6,875.68	\$	8,806.18
SAVINGS/COSTS	\$	(482.62)	\$	-
TAXES PAID	\$	6,393.06	\$	8,806.18
TAX RATE W/O EXEMPTION	\$	16.09	\$	16.09
NEW ASSESSED VALUE	\$	397,393	\$	547,393
EXEMPT VALUE/PARCEL	\$	(136,848)	\$	(136,848)
ASSESSED VALUE	\$	534,241	\$	684,241
			\$	834,241
			\$	12.87
			\$	10,736.68
			\$	482.63
			\$	11,219.31
			\$	16.09
			\$	697,393
			\$	(136,848)
			\$	834,241

SMALL COMMERCIAL EXEMPTION:

The Board of Selectmen may adopt an exemption of up to 10% to shift the Commercial Class tax burden from eligible parcels to ineligible parcels. Eligible parcels must have:

Be Class Three, Commercial, property.

Be occupied solely by businesses with an average annual employment of 10 or under at all locations during the prior calendar year. (Assessors may determine annual employment for a sole proprietorship or partnership. For all other businesses, they must rely solely on the determination of the Director of Labor and Workplace Development.)

Have an assessed valuation of \$1,000,000 or less before the application of the exemption.

SMALL COMMERCIAL EXEMPTION

The following communities have adopted the exemption:

Auburn, Avon, Bellingham, Berlin, Braintree, Chelmsford, Dartmouth, Erving, New Ashford, North Attleborough, Seekonk, Swampscott, Westford and Wrentham.

The mechanics of the Small Commercial Exemption are similar to the Residential Exemption.

An annual application process is required confirming payroll information

CLASSIFICATION:

• An amendment to the Massachusetts Constitution endorsed by the electorate in 1978 resulted in the Classification Act. This Act requires municipalities to classify real property into one of four classes, according to use: residential, open space, commercial and industrial.

• Cities and towns that are certified as assessing property at full and fair cash value may elect to shift the tax burden among the major property classes within certain limits established by law. The adoption of different rates does not change the total property tax levy; rather it determines the share of the total levy to be borne by each class.

• The share of the levy raised by the commercial and industrial classes and personal property may be increased 50% as long as the residential and open space classes raise at least 65% of what they would have raised without the shift.

Of 351 municipalities in the Commonwealth, 108 (30.7%) shift the tax rate.

Of the 108, 66 (61.1%) shift over 1.50.

In Essex County, the following communities shift their rate:

Municipality	R/O %	CIP	CIP Shift	Municipality	R/O %	CIP	CIP Shift
Andover	82.97	17.03	1.71	Lynnfield	88.23	11.77	1.50
Beverly	87.47	12.53	1.75	Methuen	88.09	11.91	1.75
Danvers	78.22	21.78	1.48	North Andover	83.58	16.42	1.32
Gloucester	91.29	8.71	1.03	Peabody	83.08	16.92	1.75
Haverhill	87.28	12.72	1.65	Saugus	82.80	17.20	1.75
Lawrence	82.51	17.49	1.75	Swampscott	93.08	6.92	1.70
Lynn	89.69	10.31	1.75				

***Please note that most of these communities are larger cities or towns and only two shift under 1.50.**

The "Minimum Residential Factor" or MRF established by the Commissioner of Revenue is used to make certain that the shift of the tax burden complies with the Classification Act. If the minimum residential factor would be less than .650000, the community cannot make the maximum shift and must use a CIP factor less than 1.50.

In Middleton, The Select Board may shift the Town's tax burden from the Residential Class to the Commercial, Industrial and Personal Property Classes as long as the shift does not exceed the Minimum Residential Factor (MRF). Middleton's Minimum Residential Factor is 90.04 %.

The following pages contain information on the development of the Minimum Residential Factor (MRF) and on the impact of any shift of the tax rate:

TAX RATE SHIFT

IMPLICATIONS OF THE CLASSES

CLASS	VALUE	PERCENT	RATE 100%	RATE 110%	RATE 125%	RATE 150%	TAXES PAID 100%	TAXES PAID 110%	TAXES PAID 125%	TAXES PAID 150%
1. RESIDENTIAL	\$ 2,685,755,357	84.09%	\$ 11.78	\$ 11.56	\$ 11.22	\$ 10.67	\$ 31,638,198	\$ 31,039,586	\$ 30,141,669	\$ 28,645,140
2. OPEN SPACE	\$ -	0.00%	\$ 11.78	\$ 12.96	\$ 14.73	\$ 17.67	\$ -	\$ -	\$ -	\$ -
3. COMMERCIAL	\$ 287,206,932	8.99%	\$ 11.78	\$ 12.96	\$ 14.73	\$ 17.67	\$ 3,383,298	\$ 3,721,627	\$ 4,229,122	\$ 5,074,946
4. INDUSTRIAL	\$ 162,923,700	5.10%	\$ 11.78	\$ 12.96	\$ 14.73	\$ 17.67	\$ 1,919,241	\$ 2,111,165	\$ 2,399,051	\$ 2,878,862
5. PERSONAL	\$ 58,028,699	1.82%	\$ 11.78	\$ 12.96	\$ 14.73	\$ 17.67	\$ 683,578	\$ 751,936	\$ 854,473	\$ 1,025,367
	\$ 3,193,914,688	100.00%					\$ 37,624,315	\$ 37,624,315	\$ 37,624,315	\$ 37,624,315

TAX RATE SHIFT IMPLICATIONS ON AVERAGE CLASS VALUES

CLASS	PARCELS	AVE VALUE	RATE	RATE	RATE	RATE	RATE	AVE TAXES	AVE TAXES	AVE TAXES	AVE TAXES
			100%	110%	125%	150%	PAID @ 100%	PAID @ 110%	PAID @ 125%	PAID @ 150%	
1. RESIDENTIAL	3434	\$ 782,107	\$ 11.79	\$11.57	\$11.23	\$10.67	\$ 9,221	\$ 9,047	\$ 8,785	\$ 8,349	
2. OPEN SPACE	0	\$ -	\$ 11.79	\$12.97	\$14.74	\$17.69	\$ -	\$ -	\$ -	\$ -	
3. COMMERCIAL	179	\$ 1,604,508	\$ 11.79	\$12.97	\$14.74	\$17.69	\$ 18,917	\$ 20,809	\$ 23,646	\$ 28,376	
4. INDUSTRIAL	87	\$ 1,872,686	\$ 11.79	\$12.97	\$14.74	\$17.69	\$ 22,079	\$ 24,287	\$ 27,599	\$ 33,118	
5. PERSONAL	326	\$ 178,002	\$ 11.79	\$12.97	\$14.74	\$17.69	\$ 2,099	\$ 2,309	\$ 2,623	\$ 3,148	

TAX RATE SHIFT IMPLICATION EXAMPLES

TAX RATES AND SHIFTS			RESIDENTIAL					COMMERCIAL/INDUSTRIAL/PERSONAL				
LOCATION :			WENNERBERG RD	AVE HOME	OGDEN LN	NORMA WAY		52 SO MAIN ST	11 EAST ST	220 MAPLE ST	35 VILLAGE RD	
ASSESSMENT :			\$ 550,400	\$935,466	\$1,236,600	\$ 2,987,900		\$ 948,800	\$1,320,200	\$ 3,023,500	\$ 28,126,100	
RATE SHIFT	RES RATE	COMM/IND PERSONAL	DECREASE	DECREASE	DECREASE	DECREASE		INCREASE	INCREASE	INCREASE	INCREASE	
1.0000	\$ 11.79	\$ 11.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
1.1000	\$ 11.58	\$ 12.98	\$ (115)	\$ (196)	\$ (272)	\$ (657)	\$ 1,129	\$ 1,571	\$ 3,598	\$ 33,470		
1.2000	\$ 11.35	\$ 14.16	\$ (242)	\$ (411)	\$ (557)	\$ (1,344)	\$ 2,249	\$ 3,129	\$ 7,166	\$ 66,659		
1.3000	\$ 11.13	\$ 15.34	\$ (363)	\$ (617)	\$ (829)	\$ (2,002)	\$ 3,369	\$ 4,687	\$ 10,733	\$ 99,847		
1.4000	\$ 10.91	\$ 16.52	\$ (484)	\$ (823)	\$ (1,101)	\$ (2,659)	\$ 4,488	\$ 6,245	\$ 14,301	\$ 133,036		
1.5000	\$ 10.68	\$ 17.70	\$ (611)	\$ (1,038)	\$ (1,385)	\$ (3,346)	\$ 5,608	\$ 7,803	\$ 17,869	\$ 166,225		

** Please be advised that any personal property taxes would also be subject to a rate shift at the commercial rate.*

OPTIONS TO VOTE:

- Vote to discount Open Space?
- Vote on Residential Exemption?
- Vote on Small Commercial Exemption?
- Vote on Classification: Single or split rate?



THANK YOU!

I would like to thank my Board and staff for their efforts during the year and for the inter-cooperation of other town departments.



Town of Middleton
48 South Main Street
Board of Assessors
Middleton, Massachusetts
01949-2253
978-774-2099
www.townofmiddleton.org

November 28, 2023

Town of Middleton
Select Board
48 South Main Street
Middleton, MA 01949

Re: FY 2024 Property Tax Classification Hearing and Departmental Report for the Select Board

Dear Select Board Members:

The Assessors are pleased to submit documentation for the Property Tax Classification Hearing for FY 2024. The Selectmen must vote annually on these questions in order to complete the tax rate setting process. I have also included my annual statistical report.

I would now like the opportunity to update the Selectmen Board on the Assessors department:

This fiscal year was an Interim Adjustment of values for Middleton. Sales and other market data from calendar 2022 were utilized to determine values. Our current overall assessment to sale median ratio is **96.1%** for single-family properties and **96.0%** for condominiums. All the statistics meet the requirements of the Bureau of Local Assessment, and has been certified as of November 16, 2023.

The average single-family value increase was **15.98 %**. This is almost as much as FY 2002. The average single-family tax bill increase of \$ **648** is based on the projected tax rate of **\$11.79**.

The average condominium tax bill will be **\$6,969** using the same projected rate.

****Please note that the tax rates used are proposed rates and have not been certified by the DOR as of this date.***

In the Tri-Town comparison, Middleton still has a lower average tax bill than the other two towns:

Community	Average Single Family Home 2023	FY24 Tax Rate	Average Tax Bill FY 2024	Average Tax Bill increase
Middleton	\$ 935,466	\$ 11.79	\$ 11,029	\$ 648
Boxford	\$ 952,405	\$ 13.05	\$ 12,429	\$ 797
Topsfield	\$ 868,720	\$ 14.69	\$ 12,761	\$ 1,104

Middleton maintains a higher average value than Topsfield, but retains a lower average tax bill than the other two towns. The average value is closing in on Boxford's value.



Town of Middleton

48 South Main Street

Board of Assessors

Middleton, Massachusetts

01949-2253

978-774-2099

www.townofmiddleton.org

The total value of Middleton increased by 13.4%. The taxable value is now over 3 billion dollars at \$3,193,914,688.

This was a good year for growth in Middleton. Residential property represented 83% of this year's growth. Commercial/Industrial/Personal growth was 17%.

Despite some major setbacks with IT issues and limited staff this summer we were able to finalize values timely. We look forward to working with Justin Sultzbach and embracing his administrative policies going into the next fiscal year and beyond.

Our next certified revaluation will be in 2027. Interim adjustment of values are still required in between certifications. We maintain tight statistics annually to meet minimum guidelines.

Our department looks forward to utilizing more technology in the future to streamline many internal functions. We also continue to improve the education level of our department through coursework and continuing education seminars. We look forward to working with the public facilities project committees to ensure a modern and efficient work environment. We are working on record retention, electronic scanning technology, and boxing archives prior to the move.

We plan on developing a budget for a major CAMA upgrade with Patriot Properties, Inc for FY 2025. They will be phasing out their current program and we feel this is the best time to upgrade.

I would again like to take this opportunity to thank my outstanding staff:

- Part Time Assessing Clerk – Jodi Fish was out on short term medical leave, but is now back to work.
- Deputy Assessor - Kate Davies is settling in well. She was away for three months after the birth of her son this past July.
- My Board members for their adaptation, hard work and support during this past year. Middleton is well served with three working assessors on our board with over 50 years of combined experience.

I would also like to thank other town departments for their cooperation.

Respectfully,

Bradford W. Swanson, M.A.A.
Chief Assessor

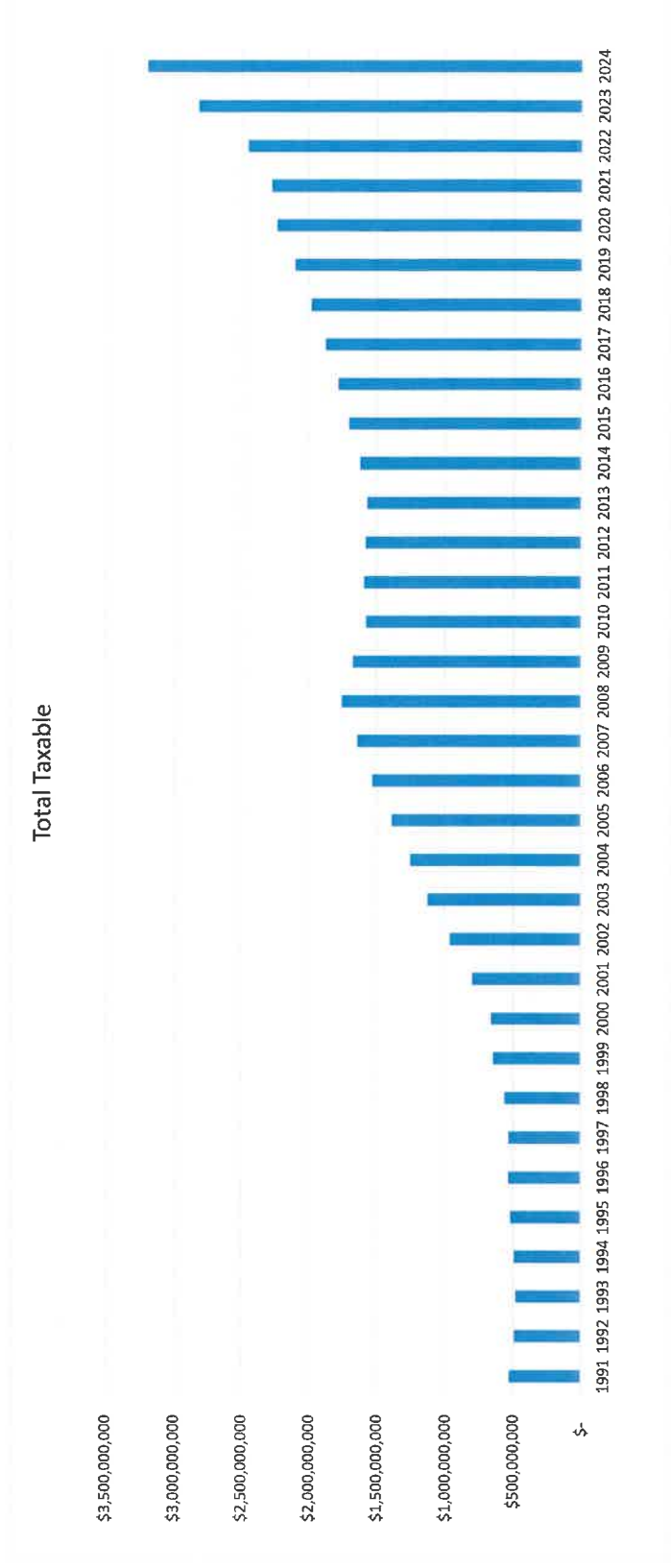
TOWN OF MIDDLETON

TOTAL VALUES BY CLASS HISTORICALLY

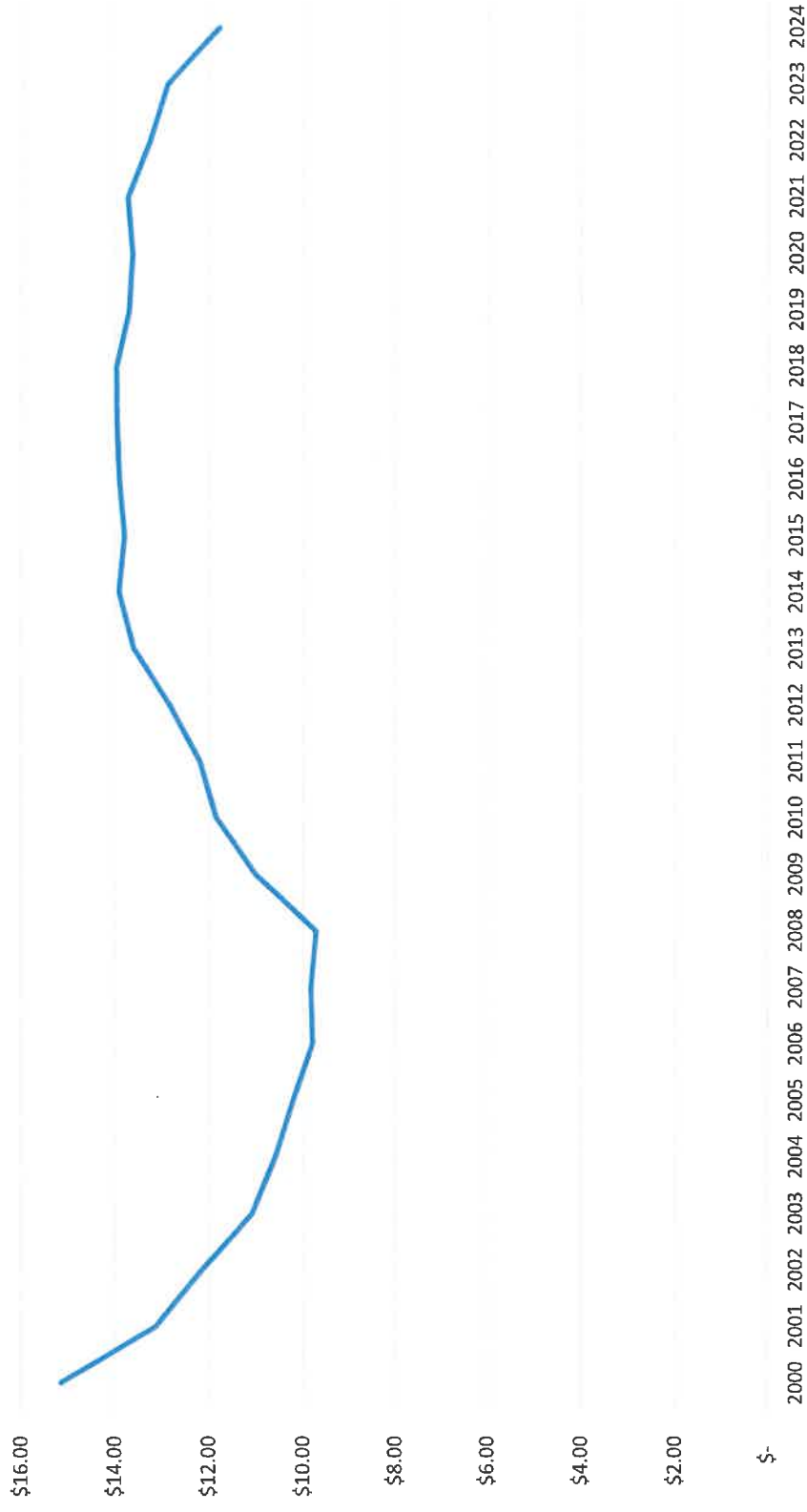
FY	Residential	Commercial	Industrial	Personal Property	Total Taxable	RES % of Total	C I P % of Total	Exempt Valuation	Total Town Valuation
1991	\$ 383,561,059	\$ 105,943,367	\$ 38,610,030	\$ 4,438,994	\$ 532,553,450	72.0	28.0		
1992	\$ 345,340,872	\$ 104,248,112	\$ 34,357,100	\$ 8,264,907	\$ 492,210,991	70.2	29.8		
1993	\$ 339,604,010	\$ 103,748,194	\$ 30,956,440	\$ 8,177,547	\$ 482,486,191	70.4	29.6		
1994	\$ 348,722,071	\$ 105,145,323	\$ 30,352,710	\$ 8,469,065	\$ 492,689,169	70.8	29.2		
1995	\$ 360,619,688	\$ 105,825,635	\$ 30,324,340	\$ 24,100,310	\$ 520,869,973	69.2	30.8		
1996	\$ 399,156,455	\$ 99,892,939	\$ 27,168,390	\$ 10,504,310	\$ 536,722,094	74.4	25.6		
1997	\$ 403,909,749	\$ 93,176,267	\$ 25,664,650	\$ 10,874,090	\$ 533,624,756	75.7	24.3		
1998	\$ 429,637,276	\$ 97,505,941	\$ 27,062,410	\$ 11,377,110	\$ 565,582,737	76.0	24.0		
1999	\$ 493,721,578	\$ 109,778,183	\$ 32,858,480	\$ 11,752,250	\$ 648,110,491	76.2	23.8		
2000	\$ 510,647,683	\$ 107,787,274	\$ 32,118,893	\$ 12,431,485	\$ 662,985,335	77.0	23.0		
2001	\$ 638,533,308	\$ 115,263,085	\$ 33,808,819	\$ 12,727,770	\$ 800,332,982	79.8	20.2	\$ 88,183,800	\$ 888,516,782
2002	\$ 776,039,716	\$ 130,673,551	\$ 38,153,810	\$ 16,510,730	\$ 961,377,807	80.7	19.3	\$ 96,153,800	\$ 1,057,531,607
2003	\$ 928,028,503	\$ 139,563,942	\$ 41,544,570	\$ 16,728,580	\$ 1,125,865,595	82.4	17.6	\$ 115,890,100	\$ 1,241,755,695
2004	\$ 1,048,574,320	\$ 141,225,273	\$ 41,732,670	\$ 19,310,250	\$ 1,250,842,513	83.8	16.2	\$ 120,575,000	\$ 1,371,417,513
2005	\$ 1,158,469,389	\$ 150,731,878	\$ 45,050,570	\$ 32,140,330	\$ 1,386,392,167	83.6	16.4	\$ 131,250,300	\$ 1,517,642,467
2006	\$ 1,302,816,103	\$ 145,008,136	\$ 45,491,130	\$ 32,681,560	\$ 1,525,996,929	85.4	14.6	\$ 135,493,300	\$ 1,661,490,229
2007	\$ 1,395,799,970	\$ 159,954,858	\$ 46,547,070	\$ 34,882,740	\$ 1,637,184,638	85.3	14.7	\$ 153,349,800	\$ 1,790,534,438
2008	\$ 1,466,783,487	\$ 191,497,302	\$ 54,237,400	\$ 37,901,380	\$ 1,750,419,569	83.8	16.2	\$ 139,258,800	\$ 1,889,678,369
2009	\$ 1,372,474,315	\$ 198,205,068	\$ 53,933,700	\$ 44,584,640	\$ 1,669,197,723	82.2	17.8	\$ 142,072,400	\$ 1,811,270,123
2010	\$ 1,268,424,640	\$ 196,849,217	\$ 59,579,100	\$ 50,591,580	\$ 1,575,444,537	80.5	19.5	\$ 128,834,800	\$ 1,704,279,337
2011	\$ 1,293,728,667	\$ 192,903,411	\$ 57,095,800	\$ 46,150,348	\$ 1,589,878,226	81.4	18.6	\$ 117,211,000	\$ 1,707,089,226
2012	\$ 1,296,726,278	\$ 177,190,183	\$ 58,113,600	\$ 46,347,793	\$ 1,578,377,854	82.2	17.8	\$ 151,017,300	\$ 1,729,395,154
2013	\$ 1,298,546,821	\$ 169,439,889	\$ 57,347,800	\$ 44,049,599	\$ 1,569,384,109	82.7	17.3	\$ 151,064,500	\$ 1,720,448,609
2014	\$ 1,339,427,196	\$ 177,093,210	\$ 57,348,600	\$ 46,806,572	\$ 1,620,675,578	82.6	17.4	\$ 162,113,000	\$ 1,782,788,578
2015	\$ 1,415,175,272	\$ 181,829,713	\$ 57,600,100	\$ 47,042,134	\$ 1,701,647,219	83.2	16.8	\$ 170,302,000	\$ 1,871,949,219
2016	\$ 1,483,941,972	\$ 187,537,809	\$ 60,162,200	\$ 47,930,565	\$ 1,779,572,546	83.4	16.6	\$ 174,841,500	\$ 1,954,414,046
2017	\$ 1,559,356,526	\$ 202,236,252	\$ 62,273,200	\$ 47,768,045	\$ 1,871,634,023	83.3	16.7	\$ 223,345,600	\$ 2,094,979,623
2018	\$ 1,644,695,469	\$ 218,433,004	\$ 70,957,400	\$ 46,394,707	\$ 1,980,480,580	83.0	17.0	\$ 227,589,100	\$ 2,208,069,680
2019	\$ 1,741,339,205	\$ 222,709,558	\$ 87,882,600	\$ 45,528,272	\$ 2,097,459,635	83.0	17.0	\$ 228,951,600	\$ 2,326,411,235
2020	\$ 1,822,954,152	\$ 244,852,278	\$ 115,611,800	\$ 50,713,687	\$ 2,234,131,917	81.6	18.4	\$ 229,479,900	\$ 2,463,611,817
2021	\$ 1,857,590,904	\$ 245,046,333	\$ 119,224,900	\$ 51,925,231	\$ 2,273,787,368	81.7	18.3	\$ 230,602,300	\$ 2,504,389,668
2022	\$ 2,005,418,967	\$ 259,982,282	\$ 132,929,800	\$ 54,846,730	\$ 2,453,177,779	81.7	18.3	\$ 238,875,800	\$ 2,692,053,579
2023	\$ 2,349,683,472	\$ 275,084,491	\$ 138,859,400	\$ 54,062,718	\$ 2,817,690,081	83.4	16.6	\$ 250,313,400	\$ 3,068,003,481
2024	\$ 2,685,755,357	\$ 287,206,932	\$ 162,923,700	\$ 58,028,699	\$ 3,193,914,688	84.1	15.9	\$ 256,901,000	\$ 3,450,815,688

TOWN OF MIDDLETON

TOTAL VALUES BY CLASS HISTORICALLY



Middleton Tax Rates



TOWN OF MIDDLETON

MEDIAN SINGLE FAMILY TAX BILL HISTORICALLY

Fiscal Year	Median Value	Tax Rate	Median Tax Bill
2002	\$ 290,700	\$ 12.13	\$ 3,526.19
2003	\$ 351,100	\$ 11.06	\$ 3,883.17
2004	\$ 386,100	\$ 10.58	\$ 4,084.94
2005	\$ 424,950	\$ 10.19	\$ 4,330.24
2006	\$ 454,100	\$ 9.77	\$ 4,436.56
2007	\$ 479,800	\$ 9.81	\$ 4,706.84
2008	\$ 503,000	\$ 9.69	\$ 4,874.07
2009	\$ 463,250	\$ 10.99	\$ 5,091.12
2010	\$ 432,200	\$ 11.84	\$ 5,117.25
2011	\$ 433,400	\$ 12.17	\$ 5,274.48
2012	\$ 419,050	\$ 12.81	\$ 5,368.03
2013	\$ 422,100	\$ 13.59	\$ 5,736.34
2014	\$ 430,200	\$ 13.90	\$ 5,979.78
2015	\$ 453,600	\$ 13.78	\$ 6,250.61
2016	\$ 479,700	\$ 13.89	\$ 6,663.03
2017	\$ 505,450	\$ 13.95	\$ 7,051.03
2018	\$ 557,250	\$ 13.96	\$ 7,779.21
2019	\$ 567,800	\$ 13.69	\$ 7,773.18
2020	\$ 576,400	\$ 13.62	\$ 7,850.57
2021	\$ 586,400	\$ 13.72	\$ 8,045.41
2022	\$ 642,300	\$ 13.25	\$ 8,510.48
2023	\$ 706,100	\$ 12.87	\$ 9,087.51
2024	\$ 842,600	\$ 11.79	\$ 9,934.25
<i>average median</i>	\$ 495,980		\$ 6,145.84

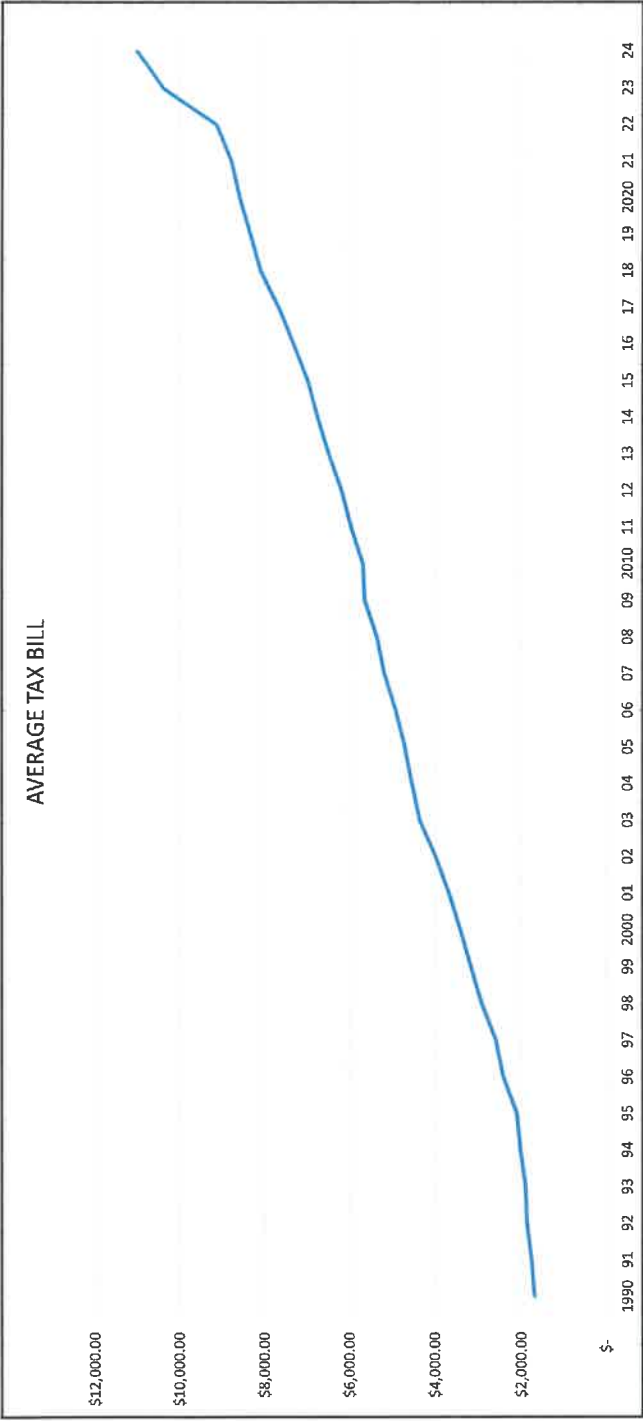
TOWN OF MIDDLETON

AVERAGE SINGLE FAMILY TAX BILL HISTORICALLY

FY	Total Assessed Value	Parcels	Average Value	% change	Tax Rate	Average Tax Bill	% change	Tax dollar change	Tax Rate Change %
1990	\$ 223,188,500	1,218	\$ 183,242	0.49%	\$ 9.18	\$ 1,682.16	7.26%	\$ 113.89	6.74%
91	\$ 230,427,075	1,238	\$ 186,128	1.58%	\$ 9.42	\$ 1,753.33	4.23%	\$ 71.17	2.61%
92	\$ 216,243,490	1,256	\$ 172,168	-7.50%	\$ 10.85	\$ 1,868.03	6.54%	\$ 114.70	15.18%
93	\$ 216,669,960	1,279	\$ 169,406	-1.60%	\$ 11.16	\$ 1,890.57	1.21%	\$ 22.54	2.86%
94	\$ 230,494,960	1,338	\$ 172,268	1.69%	\$ 11.70	\$ 2,015.54	6.61%	\$ 124.97	4.84%
95	\$ 246,056,570	1,410	\$ 174,508	1.30%	\$ 12.00	\$ 2,094.10	3.90%	\$ 78.56	2.56%
96	\$ 275,104,630	1,472	\$ 186,892	7.10%	\$ 12.90	\$ 2,410.90	15.13%	\$ 316.80	7.50%
97	\$ 281,264,120	1,523	\$ 184,678	-1.18%	\$ 13.98	\$ 2,581.79	7.09%	\$ 170.89	8.37%
98	\$ 303,952,070	1,592	\$ 190,925	3.38%	\$ 15.18	\$ 2,898.24	12.26%	\$ 316.44	8.58%
99	\$ 353,609,170	1,625	\$ 217,606	13.97%	\$ 14.48	\$ 3,150.93	8.72%	\$ 252.69	-4.61%
2000	\$ 372,723,195	1,662	\$ 224,262	3.06%	\$ 15.14	\$ 3,395.32	7.76%	\$ 244.39	4.56%
01	\$ 474,416,800	1,700	\$ 279,069	24.44%	\$ 13.10	\$ 3,655.80	7.67%	\$ 260.48	-13.47%
02	\$ 565,527,100	1,728	\$ 327,273	17.27%	\$ 12.13	\$ 3,969.82	8.59%	\$ 314.02	-7.40%
03	\$ 694,426,400	1,768	\$ 392,775	20.01%	\$ 11.06	\$ 4,344.09	9.43%	\$ 374.28	-8.82%
04	\$ 773,648,300	1,809	\$ 427,666	8.88%	\$ 10.58	\$ 4,524.71	4.16%	\$ 180.62	-4.34%
05	\$ 849,153,100	1,843	\$ 460,745	7.73%	\$ 10.19	\$ 4,694.99	3.76%	\$ 170.28	-3.69%
06	\$ 938,938,300	1,870	\$ 502,106	8.98%	\$ 9.77	\$ 4,905.58	4.49%	\$ 210.58	-4.12%
07	\$ 1,007,340,800	1,908	\$ 527,956	5.15%	\$ 9.81	\$ 5,179.25	5.58%	\$ 273.68	0.41%
08	\$ 1,062,068,700	1,921	\$ 552,873	4.72%	\$ 9.69	\$ 5,357.34	3.44%	\$ 178.09	-1.22%
09	\$ 991,316,600	1,934	\$ 512,573	-7.29%	\$ 10.99	\$ 5,633.18	5.15%	\$ 275.84	13.42%
2010	\$ 932,230,800	1,946	\$ 479,050	-6.54%	\$ 11.84	\$ 5,671.95	0.69%	\$ 38.77	7.73%
11	\$ 952,586,500	1,949	\$ 488,757	2.03%	\$ 12.17	\$ 5,948.17	4.87%	\$ 276.22	2.79%
12	\$ 944,580,300	1,962	\$ 481,437	-1.50%	\$ 12.81	\$ 6,167.21	3.68%	\$ 219.05	5.26%
13	\$ 939,391,200	1,973	\$ 476,123	-1.10%	\$ 13.59	\$ 6,470.52	4.92%	\$ 303.30	6.09%
14	\$ 966,055,500	1,994	\$ 484,481	1.76%	\$ 13.90	\$ 6,734.29	4.08%	\$ 263.77	2.28%
15	\$ 1,017,513,500	2,011	\$ 505,974	4.44%	\$ 13.78	\$ 6,972.32	3.53%	\$ 238.03	-0.86%
16	\$ 1,075,006,100	2,040	\$ 526,964	4.15%	\$ 13.89	\$ 7,319.53	4.98%	\$ 347.21	0.80%
17	\$ 1,132,670,200	2,060	\$ 549,840	4.34%	\$ 13.95	\$ 7,670.27	4.79%	\$ 350.74	0.43%
18	\$ 1,199,490,000	2,072	\$ 578,904	5.29%	\$ 13.96	\$ 8,081.51	5.36%	\$ 411.24	0.07%
19	\$ 1,266,097,600	2,082	\$ 608,116	5.05%	\$ 13.69	\$ 8,325.11	3.01%	\$ 243.60	-1.93%
2020	\$ 1,317,940,900	2,091	\$ 630,292	3.65%	\$ 13.62	\$ 8,584.58	3.12%	\$ 259.47	-0.51%
21	\$ 1,345,285,300	2,102	\$ 640,003	1.54%	\$ 13.72	\$ 8,780.83	2.29%	\$ 196.26	0.73%
22	\$ 1,449,854,300	2,104	\$ 689,094	7.67%	\$ 13.25	\$ 9,130.50	3.98%	\$ 349.66	-3.43%
23	\$ 1,703,184,200	2,107	\$ 808,346	17.31%	\$ 12.87	\$ 10,403.41	13.94%	\$ 1,272.91	-2.87%
24	\$ 1,983,187,800	2,120	\$ 935,466	15.73%	\$ 11.79	\$ 11,029.14	6.01%	\$ 625.74	-8.39%

TOWN OF MIDDLETON

AVERAGE SINGLE FAMILY TAX BILL HISTORICALLY

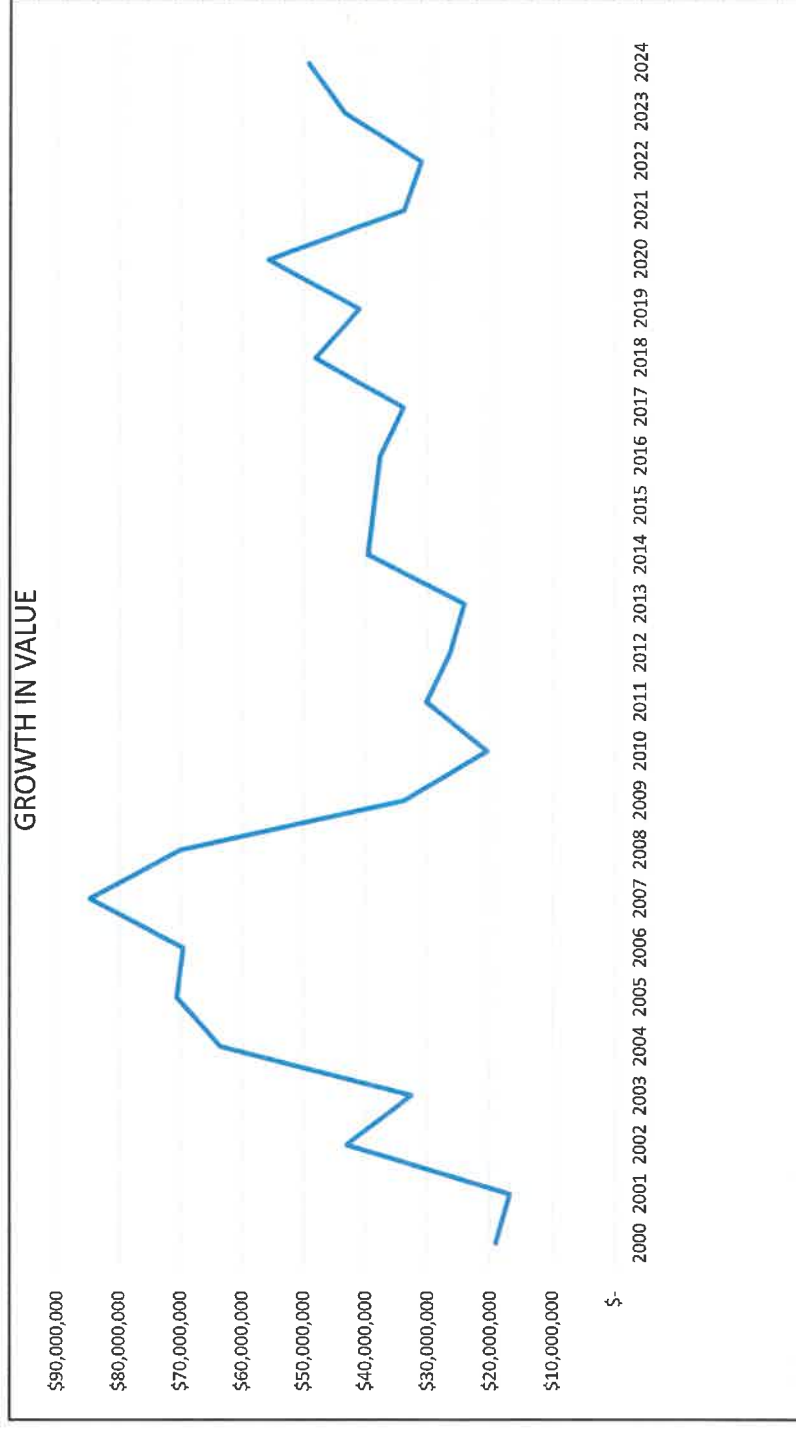


AVERAGE SALE PRICE FROM LA-3 SALES					
<i>FY</i>	<i>calendar</i>	<i>SINGLE FAM</i>	<i>INCREASE</i>	<i>CONDO</i>	<i>INCREASE</i>
2024	2022	\$ 1,102,672	14%	\$ 783,584	37%
2023	2021	\$ 963,609	15%	\$ 573,006	25%
2022	2020	\$ 840,629	17%	\$ 459,165	-19%
2021	2019	\$ 718,812	2%	\$ 566,331	13%
2020	2018	\$ 707,565	-2%	\$ 499,376	9%
2019	2017	\$ 724,908		\$ 456,339	

TOWN OF MIDDLETON
ANNUAL GROWTH COMPARISON

FISCAL YEAR	GROWTH VALUE	IN	RES %	CIP %	RES. GROWTH DOLLARS	C.I.P. GROWTH DOLLARS	GROWTH IN TAX DOLLARS	% FROM PREV. YR
2000	\$ 19,007,843		88.53%	11.47%	\$ 243,677.71	\$ 31,555.86	\$ 275,234	
2001	\$ 16,712,583		94.75%	5.25%	\$ 239,737.55	\$ 13,290.95	\$ 253,029	-8.1%
2002	\$ 43,080,111		80.54%	19.46%	\$ 454,512.39	\$ 109,837.07	\$ 564,349	123.0%
2003	\$ 32,539,120		88.22%	11.78%	\$ 348,209.85	\$ 46,489.68	\$ 394,700	-30.1%
2004	\$ 63,586,770		84.44%	15.56%	\$ 593,867.81	\$ 109,401.87	\$ 703,270	78.2%
2005	\$ 70,637,983		64.71%	35.29%	\$ 483,595.56	\$ 263,754.30	\$ 747,350	6.3%
2006	\$ 69,663,680		94.50%	5.50%	\$ 670,846.42	\$ 39,026.48	\$ 709,873	-5.0%
2007	\$ 84,770,650		87.97%	12.03%	\$ 728,549.88	\$ 99,659.37	\$ 828,209	16.7%
2008	\$ 70,041,297		63.19%	36.81%	\$ 434,198.45	\$ 252,906.68	\$ 687,105	-17.0%
2009	\$ 33,724,530		54.38%	45.62%	\$ 177,696.62	\$ 149,094.08	\$ 326,791	-52.4%
2010	\$ 20,427,997		55.84%	44.16%	\$ 125,351.91	\$ 99,151.78	\$ 224,504	-31.3%
2011	\$ 30,206,572		80.27%	19.73%	\$ 287,067.04	\$ 70,578.77	\$ 357,646	59.3%
2012	\$ 26,403,375		66.55%	33.45%	\$ 213,834.38	\$ 107,494.69	\$ 321,329	-10.2%
2013	\$ 24,079,969		93.36%	6.64%	\$ 287,989.44	\$ 20,474.97	\$ 308,464	-4.0%
2014	\$ 39,604,506		84.43%	15.57%	\$ 454,401.08	\$ 83,824.15	\$ 538,225	74.5%
2015	\$ 38,652,728		84.53%	15.47%	\$ 454,152.78	\$ 83,120.14	\$ 537,273	-0.2%
2016	\$ 37,722,469		63.09%	36.91%	\$ 327,930.71	\$ 191,884.92	\$ 519,816	-3.2%
2017	\$ 34,000,021		58.84%	41.16%	\$ 277,866.67	\$ 194,393.62	\$ 472,260	-9.1%
2018	\$ 48,215,287		60.22%	39.78%	\$ 405,072.41	\$ 267,530.84	\$ 672,603	42.4%
2019	\$ 41,037,699		61.10%	38.90%	\$ 350,056.87	\$ 222,829.41	\$ 572,886	-14.8%
2020	\$ 55,842,065		49.33%	50.67%	\$ 377,095.16	\$ 387,382.71	\$ 764,478	33.4%
2021	\$ 33,934,943		73.81%	26.19%	\$ 341,149.67	\$ 121,044.25	\$ 462,194	-39.5%
2022	\$ 31,103,749		68.82%	31.18%	\$ 293,667.00	\$ 133,076.44	\$ 426,743	-7.7%
2023	\$ 43,571,267		89.99%	10.01%	\$ 519,525.54	\$ 57,793.74	\$ 577,319	35.3%
2024	\$ 49,365,016		82.84%	17.16%	\$ 526,312.22	\$ 109,015.54	\$ 635,328	10.0%
AVERAGE	\$ 42,317,289		74.97%	25.03%	\$ 384,654.60	\$ 130,584.49	\$ 515,239	10%

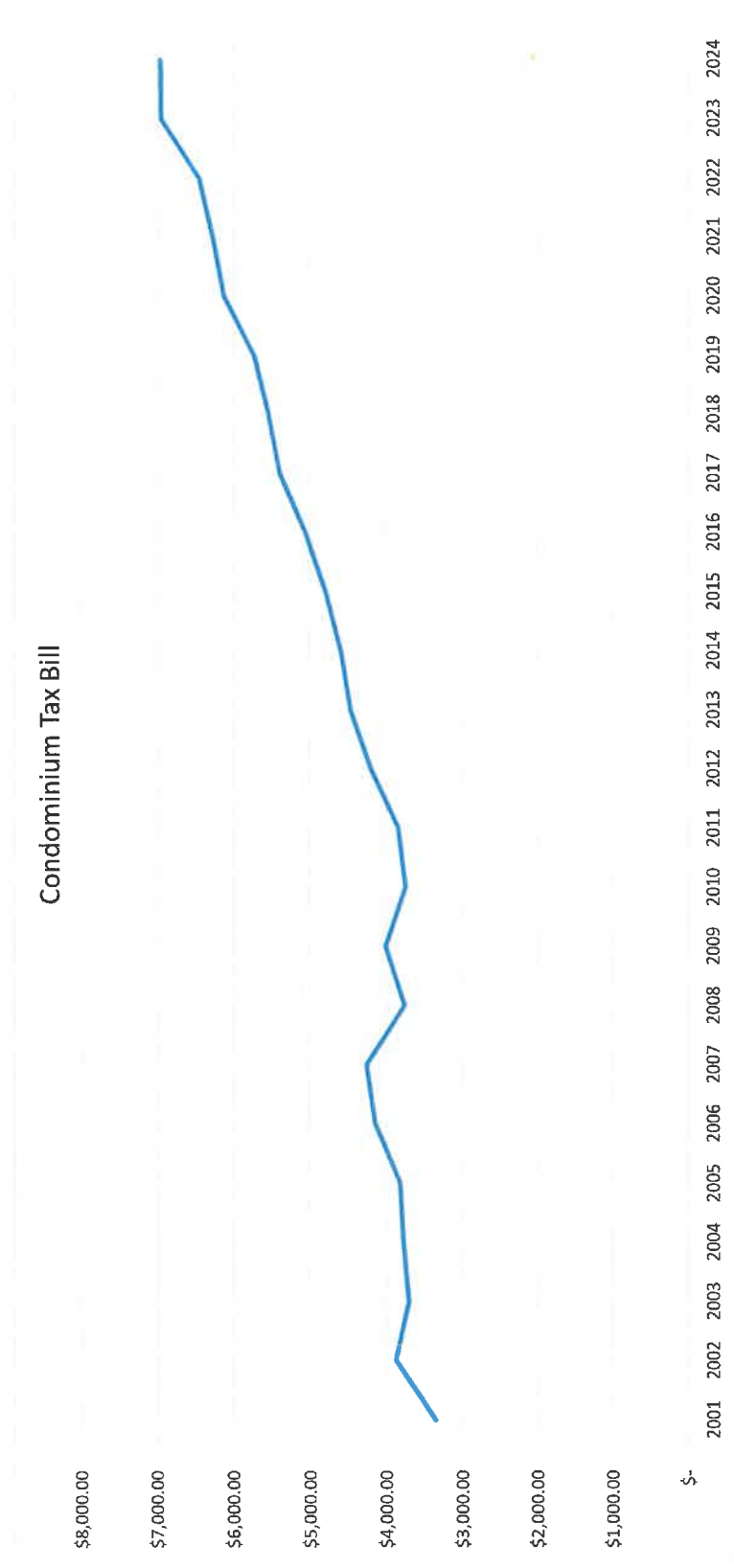
TOWN OF MIDDLETON
ANNUAL GROWTH COMPARISON



TOWN OF MIDDLETON
AVERAGE CONDOMINIUM TAX BILL HISTORICALLY

FY	Total Assessed Value	Parcels	Average Value	Value % change	Tax Rate	Condominium Tax Bill	Tax Dollar Change	% bill change
2001	\$ 99,945,400	391	\$ 255,615	23.38%	\$ 13.10	\$ 3,348.55	\$ 211.97	7%
2002	\$ 129,073,900	405	\$ 318,701	24.68%	\$ 12.13	\$ 3,865.84	\$ 517.29	15%
2003	\$ 135,206,300	405	\$ 333,843	4.75%	\$ 11.06	\$ 3,692.30	\$ (173.54)	-4%
2004	\$ 156,870,800	441	\$ 355,716	6.55%	\$ 10.58	\$ 3,763.48	\$ 71.18	2%
2005	\$ 172,028,400	461	\$ 373,164	4.90%	\$ 10.19	\$ 3,802.54	\$ 39.06	1%
2006	\$ 210,937,200	498	\$ 423,569	13.51%	\$ 9.77	\$ 4,138.27	\$ 335.73	9%
2007	\$ 266,538,400	615	\$ 433,396	2.32%	\$ 9.81	\$ 4,251.61	\$ 113.35	3%
2008	\$ 279,522,300	723	\$ 386,615	-10.79%	\$ 9.69	\$ 3,746.29	\$ (505.32)	-12%
2009	\$ 265,055,044	729	\$ 363,587	-5.96%	\$ 10.99	\$ 3,995.82	\$ 249.53	7%
2010	\$ 232,015,241	737	\$ 314,810	-13.42%	\$ 11.84	\$ 3,727.35	\$ (268.47)	-7%
2011	\$ 238,042,684	757	\$ 314,455	-0.11%	\$ 12.17	\$ 3,826.92	\$ 99.57	3%
2012	\$ 252,582,516	773	\$ 326,756	3.91%	\$ 12.81	\$ 4,185.75	\$ 358.83	9%
2013	\$ 260,502,427	795	\$ 327,676	0.28%	\$ 13.59	\$ 4,453.12	\$ 267.37	6%
2014	\$ 270,968,527	822	\$ 329,645	0.60%	\$ 13.90	\$ 4,582.07	\$ 128.95	3%
2015	\$ 291,257,466	839	\$ 347,148	5.31%	\$ 13.78	\$ 4,783.70	\$ 201.63	4%
2016	\$ 305,591,746	841	\$ 363,367	4.67%	\$ 13.89	\$ 5,047.17	\$ 263.46	6%
2017	\$ 326,600,946	847	\$ 385,597	6.12%	\$ 13.95	\$ 5,379.08	\$ 331.91	7%
2018	\$ 345,396,648	871	\$ 396,552	2.84%	\$ 13.96	\$ 5,535.86	\$ 156.78	3%
2019	\$ 368,109,264	880	\$ 418,306	5.49%	\$ 13.69	\$ 5,726.61	\$ 190.75	3%
2020	\$ 406,662,818	904	\$ 449,848	7.54%	\$ 13.62	\$ 6,126.93	\$ 400.32	7%
2021	\$ 414,927,511	909	\$ 456,466	1.47%	\$ 13.72	\$ 6,262.71	\$ 135.78	2%
2022	\$ 450,282,774	926	\$ 486,266	6.53%	\$ 13.25	\$ 6,443.03	\$ 180.32	3%
2023	\$ 522,113,194	967	\$ 539,931	11.04%	\$ 12.87	\$ 6,948.91	\$ 505.88	8%
2024	\$574,683,724	973	\$ 590,631	9.39%	\$ 11.79	\$ 6,963.54	\$ 14.63	0%

TOWN OF MIDDLETON
AVERAGE CONDOMINIUM TAX BILL HISTORICALLY



TOWN OF MIDDLETON

SINGLE FAMILY RANGE OF VALUES HISTORICALLY

Single Family Range	FY20		FY21		FY22		FY23		FY24		
		Number	%	Number	%	Number	%	Number	%	Number	%
\$ -	\$ 99,999	1	0.05%	1	0.05%	0	0.00%	1	0.05%	0	0.00%
\$ 100,000	\$ 199,999	0	0.00%	0	0.00%	1	0.05%	0	0.00%	0	0.00%
\$ 200,000	\$ 299,999	38	1.82%	26	1.24%	11	0.52%	2	0.09%	1	0.04%
\$ 300,000	\$ 399,999	235	11.24%	226	10.75%	134	6.37%	51	2.42%	27	1.03%
\$ 400,000	\$ 499,999	497	23.77%	471	22.41%	434	20.65%	198	9.40%	76	2.90%
\$ 500,000	\$ 599,999	355	16.98%	373	17.75%	361	17.17%	370	17.56%	255	9.73%
\$ 600,000	\$ 699,999	252	12.05%	286	13.61%	270	12.84%	409	19.41%	369	14.08%
\$ 700,000	\$ 799,999	308	14.73%	300	14.27%	319	15.18%	219	10.39%	259	9.89%
\$ 800,000	\$ 899,999	188	8.99%	174	8.28%	256	12.18%	241	11.44%	187	7.14%
\$ 900,000	\$ 999,999	83	3.97%	100	4.76%	120	5.71%	169	8.02%	204	7.79%
\$ 1,000,000	\$ 1,099,999	43	2.06%	40	1.90%	63	3.00%	63	2.99%	210	8.02%
\$ 1,100,000	\$ 1,199,999	20	0.96%	30	1.43%	32	1.52%	121	5.74%	127	4.85%
\$ 1,200,000	\$ 1,299,999	13	0.62%	14	0.67%	20	0.95%	87	4.13%	105	4.01%
\$ 1,300,000	\$ 1,399,999	23	1.10%	21	1.00%	18	0.86%	53	2.52%	64	2.44%
\$ 1,400,000	\$ 1,499,999	12	0.57%	11	0.52%	22	1.05%	27	1.28%	554	21.15%
\$ 1,500,000	\$ 1,599,999	11	0.53%	12	0.57%	6	0.29%	19	0.90%	42	1.60%
\$ 1,600,000	\$ 1,999,999	8	0.38%	14	0.67%	30	1.43%	60	2.85%	76	2.90%
\$ 2,000,000	\$ 2,999,999	4	0.19%	3	0.14%	5	0.24%	17	0.81%	61	2.33%
\$ 3,000,000		0	0.00%	0	0.00%	0	0.00%	0	0.00%	3	0.11%
		2091	100.00%	2102	100.00%	2102	100.00%	2107	100.00%	2620	100.00%

TOWN OF MIDDLETON

CONDOMINIUM RANGE OF VALUES HISTORICALLY

Condominium Range	FY20		FY21		FY22		FY23		FY24	
	Number	%	Number	%	Number	%	Number	%	Number	%
\$ - \$ 99,999	0	0.00%	0	0.00%	0	0.00%	0	0.00%		0.00%
\$ 100,000 \$ 199,999	11	1.22%	11	1.21%	8	0.86%	13	1.34%	0	0.00%
\$ 200,000 \$ 299,999	117	12.94%	105	11.55%	73	7.88%	20	2.07%	12	1.23%
\$ 300,000 \$ 399,999	291	32.19%	299	32.89%	209	22.57%	187	19.34%	106	10.89%
\$ 400,000 \$ 499,999	164	18.14%	167	18.37%	252	27.21%	230	23.78%	289	29.70%
\$ 500,000 \$ 599,999	207	22.90%	197	21.67%	221	23.87%	211	21.82%	131	13.46%
\$ 600,000 \$ 699,999	41	4.54%	57	6.27%	72	7.78%	142	14.68%	189	19.42%
\$ 700,000 \$ 799,999	51	5.64%	49	5.39%	57	6.16%	75	7.76%	115	11.82%
\$ 800,000 \$ 899,999	13	1.44%	15	1.65%	22	2.38%	54	5.58%	75	7.71%
\$ 900,000 \$ 999,999	1	0.11%	1	0.11%	4	0.43%	20	2.07%	29	2.98%
\$ 1,000,000 \$ 1,450,000	8	1%	8	1%	8	1%	15	2%	27	3%
	904	100.00%	909	100.00%	926	100.00%	967	100.00%	973	100.00%



TOWN OF MIDDLETON
Office of Finance Director/Town Accountant
48 South Main Street
Middleton, MA 01949
(978) 777-4966



TO: Select Board/Finance Committee

FROM: Sarah Wood, Finance Director/Town Accountant

DATE: 11/8/2023

SUBJECT: FY 2024, 1st Quarter Highlights

This report includes a summary of the 1st quarter results as of September 30, 2023 of FY 2024 for the General Fund, CPA Fund, Water Enterprise Fund, appropriation accounts and revolving accounts. The General Fund accounts for the Town's annual operating budget and most of the capital budget. Exceptions include MELD, Water Department expenses and SESD assessments, which are accounted for as enterprise funds and capital budget items that are for another fund (i.e. CPA Fund, capital project funds).

General Fund Expenditures

As of September 30, 2023, 24.7% of the FY 2024 General Fund budget had been expended. Please see the chart below for a breakdown of each major category's budget versus actual figures as of the first quarter in FY 2023. Encumbrances and warrant articles are not included in these figures.

Major Category	Adjusted Budget	Actual Expended	Percent Expended
General Government	\$ 2,509,115	\$ 478,129	19%
Public Safety	4,896,151	964,280	20%
Education	26,495,357	4,769,535	18%
Public Works	1,982,177	306,493	15%
Health and Human Services	557,748	98,225	18%
Culture and Recreation	797,026	195,595	25%
Debt Service	3,805,331	1,130,728	30%
State Assessments & Charges	360,124	89,800	25%
Unclassified	3,855,087	3,157,318	82%

At the end of the first quarter of the fiscal year the total year-to-date expenditures should be around 25% of the departmental budget. The exceptions to this benchmark are the Recreation Commission, Debt Service, Retirement Assessment and Liability Insurance due to the timing of when expenditures typically occur. Those departments typically exceed 50-100% of the budget in the first quarter of the fiscal year.

The only other department that exceeds this 25% benchmark is the Fire department due to numerous vehicle repairs that have been needed. All other departments are well below the benchmark with the average excluding the unassigned categories being 16%.

As of September 30, 2023, 92.5% of encumbrances carried from FY23 were closed out. At this period, I would expect that all encumbrances were closed out. A large portion of the outstanding balance is with the Library's IT updates that were contracted to occur in FY23 but were not completed until October.

A breakdown of spending by department as well as a list of encumbrances carried over from FY23 to FY24 is included in the following pages.

General Fund Revenues

Revenue collections were largely in line with current estimates (excluding real estate and personal property taxes as the tax rate has not been set). As of September 30, 2023, 29.8% or \$12,846,442 of total estimated revenues for FY 2024 (\$43,088,430) had been collected.

Of the local receipts, there were several categories that are lower than 25% of their budgeted revenues: motor vehicle excise, building permits, other licenses and permits, and Medicaid reimbursement. Motor vehicle commitments runs on a calendar year. The first commitment is issued in January therefore the majority of revenue collections typically occur in the third quarter of the fiscal year. Building permits and other licenses and permits are trending down from this time last year, I will work with the building inspector to see if there are any large payments outstanding. Medicaid reimbursement is done quarterly and there generally is a lag with the first quarter.

The majority of our other revenue categories exceed our 25% benchmark. Rooms Excise is at approximately 47% of the budget and Meals excise is at 31% of the budget. There is room within our local receipts budgets to adjust for increases and decreases when we complete the tax recap and set the tax rate.

CPA Fund Expenditures & Revenues

CPA expenditures are at 0% of budgeted expenditures, not inclusive of capital items. This is consistent with expectations the first debt payment is not due until the second quarter of the fiscal year.

CPA revenues are at 23% of the budget. The budget does not contain the final state match amount, and is not officially set since we have not completed setting the tax rate.

Water Fund Expenditures & Revenues

Water expenditures are at 9% of the budget. This is not unexpected as the majority of expenditures occur towards the end of the fiscal year as well as \$50,000 budgeted for extraordinary/unforeseen expenses.

The water fund revenues are at 95% of budget. The majority of the budget is made up of a payment from the Town of Danvers that occurs at the end of the fiscal year however this year also includes the FY23 payment that was not received until July 2023.

Sewer Enterprise Fund Expenditures & Revenues

Sewer expenditures are at 24% of the budget. The majority of the budget is the town's assessment to the Southern Essex Sewer District which is made out in quarterly payments.

The sewer fund revenues are at 0% of budget. There were not a large amount of items outstanding from the last fiscal year and the first bill of the fiscal year is not sent out until October.

I hope the information presented is informative and helpful. If you have any questions, please do not hesitate to contact me.

Town of Middleton, MA
Fiscal Year 2023 Expenditures (unaudited)

GENERAL FUND	For the Period Ended				9/30/2023		12/31/2023		3/31/2024		6/30/2024		Total		% USED
	BUDGET		Quarter 1		Quarter 2		Quarter 3		Quarter 4		YTD EXPENDED		AVAILABLE BUDGET		
Total 114 TOWN MODERATOR	\$	200	\$	-	\$	-	\$	-	\$	-	\$	-	\$	200	0%
Total 122 SELECT BOARD		396,574		76,692		-		-		-		-		319,882	19%
Total 131 FINANCE COMMITTEE		3,956		411		-		-		-		-		3,545	10%
Total 131 RESERVE FUND		100,000		-		-		-		-		-		100,000	0%
Total 135 TOWN ACCOUNTANT		215,836		39,153		-		-		-		-		39,153	18%
Total 141 ASSESSORS		226,306		49,996		-		-		-		-		49,996	22%
Total 145 TREASURER/COLLECTOR		262,957		55,218		-		-		-		-		55,218	21%
Total 146 CUSTODIAN OF TOWN LANDS		2,500		-		-		-		-		-		2,500	0%
Total 151 TOWN COUNSEL		86,000		10,126		-		-		-		-		75,874	12%
Total 155 MIS		520,326		135,389		-		-		-		-		384,937	26%
Total 161 TOWN CLERK		221,823		42,261		-		-		-		-		179,562	19%
Total 162 ELECTIONS		73,386		1,800		-		-		-		-		71,586	2%
Total 171 CONSERVATION COMMISSION		97,151		20,266		-		-		-		-		76,885	21%
Total 175 PLANNING BOARD		136,233		26,480		-		-		-		-		109,753	19%
Total 176 BOARD OF APPEALS		4,770		510		-		-		-		-		4,260	11%
Total 181 MASTER PLAN COMMITTEE		1,596		-		-		-		-		-		1,596	0%
Total 192 TOWN BUILDING		152,501		19,826		-		-		-		-		132,675	13%
Total 195 TOWN REPORT		7,000		-		-		-		-		-		7,000	0%
Total 210 POLICE		2,252,533		448,619		-		-		-		-		1,803,914	20%
Total 220 FIRE		2,322,222		453,412		-		-		-		-		1,868,810	20%
Total 241 BUILDING INSPECTION		296,304		57,898		-		-		-		-		238,406	20%
Total 292 ANIMAL CONTROL		24,892		4,351		-		-		-		-		20,541	17%
Total 296 CONSTABLE		200		-		-		-		-		-		200	0%
Total 301 SCHOOL DEPARTMENT		14,724,502		1,824,491		-		-		-		-		12,900,011	12%
Total 314 MASCONOMENT ASSESSMENT		10,896,460		2,724,115		-		-		-		-		8,172,345	25%
Total 315 ESSEX TECH ASSESSMENT		874,395		220,928		-		-		-		-		653,467	25%
Total 420 DPW ADMINISTRATION		1,142,420		230,096		-		-		-		-		912,324	20%
Total 423 SNOW & ICE REMOVAL		290,400		236		-		-		-		-		290,164	0%
Total 425 TRANSFER STATION		549,357		76,161		-		-		-		-		473,196	14%
Total 511 BOARD OF HEALTH		165,640		37,548		-		-		-		-		128,091	23%
Total 541 COUNCIL ON AGING		289,730		43,431		-		-		-		-		246,299	15%
Total 543 VETERANS AGENT		67,453		9,664		-		-		-		-		57,789	14%
Total 545 TRI TOWN COUNCIL		29,925		7,481		-		-		-		-		22,444	25%
Total 548 GARDEN CLUB		5,000		100		-		-		-		-		4,900	2%
Total 610 LIBRARY		715,422		158,189		-		-		-		-		557,233	22%
Total 630 RECREATION COMMISSION		69,104		37,406		-		-		-		-		31,698	54%

Total 691 HISTORICAL COMMISSION	1,000	-	-	-	-	-	-	-	-	1,000	0%
Total 692 MEMORIAL DAY	6,500	-	-	-	-	-	-	-	-	6,500	0%
Total 693 CHIEF WILLS FESTIVAL	5,000	-	-	-	-	-	-	-	-	5,000	0%
Total 710 DEBT SERVICE	3,805,331	1,130,728	-	-	-	-	-	-	1,130,728	2,674,604	30%
Total 820 STATE ASSESSMENTS & CHARGES	360,124	89,800	-	-	-	-	-	-	89,800	270,324	25%
Total 910 COMPENSATION RESERVE	33,686	3,500	-	-	-	-	-	-	3,500	30,186	10%
Total 911 RETIREMENT	2,127,694	2,127,694	-	-	-	-	-	-	2,127,694	-	100%
Total 913 UNEMPLOYMENT	15,000	2,880	-	-	-	-	-	-	2,880	12,120	19%
Total 914 HEALTH INSURANCE	879,882	203,687	-	-	-	-	-	-	203,687	676,195	23%
Total 915 GROUP INSURANCE	2,450	578	-	-	-	-	-	-	578	1,872	24%
Total 916 MEDICARE/DEP TAX	117,875	21,082	-	-	-	-	-	-	21,082	96,793	18%
Total 945 LIABILITY INSURANCE	328,500	447,898	-	-	-	-	-	-	447,898	(119,398)	136%
Total 962 TRANSFERS TO OTHER FUNDS	350,000	350,000	-	-	-	-	-	-	350,000	-	100%
Total GENERAL FUND	\$ 45,258,116	\$ 11,190,102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,190,102	\$ 34,068,014	24.7%
Total CPA	\$ 175,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,750	0%
Total WATER ENTERPRISE FUND	\$ 293,923	\$ 25,865	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,865	\$ 268,058	9%
Total SESD ENTERPRISE FUND	\$ 121,363	\$ 29,526	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,526	\$ 91,837	24%

Town of Middleton, MA
Fiscal Year 2024 General Fund Warrant Articles Expenditures (unaudited)

<u>STM/ATM</u>	<u>Fiscal Year</u>	<u>Article #</u>	<u>Account Name</u>	<u>Original Appropriation</u>	<u>Available Balance at 7/1/2023</u>	<u>YTD Expended</u>	<u>Available Balance at 9/30/2023</u>
ATM	2017	17	REMIEDIATE NATSUE WAY	165,000	129,435	980	128,455
ATM	2019	25	BYLAW CONSULTANT	50,000	50,000	-	50,000
STM	2019	3	MAINTENANCE OF GOLF COURSE	25,000	17,500	-	17,500
ATM	2020	19	BRIGADOON TREE/SIDEWALK	75,000	75,000	-	75,000
ATM	2020	19	COA REFINISH HARDWOOD FLOORS	7,500	2,812	-	2,812
STM	2020	9	40 SCHOOL STREET ENVIRONMENTAL TESTING	10,000	1,100	-	1,100
STM	2020	11	105 S MAIN STREET MAINTENANCE	5,000	3,747	-	3,747
ATM	2021	10	FIBER OPTIC NETWORK	100,000	5,850	-	5,850
ATM	2021	10	MEALS ON WHEELS CAR	35,500	465	-	465
ATM	2022	19	CHARTER REVIEW	15,000	15,000	-	15,000
ATM	2022	19	CYCLICAL INSPECTIONS	10,000	2,340	-	2,340
ATM	2022	19	CYBERSECURITY PROTECTION	10,000	10,000	-	10,000
ATM	2022	19	MUNIS UPGRADE ATM0621	10,000	8,566	-	8,566
ATM	2022	19	TOWN-WIDE HANDICAP IMPROVEMENTS	10,000	5,337	-	5,337
ATM	2022	19	PURCHASE CRUISER RADIOS	8,500	2,016	262	1,754
ATM	2022	19	DIGITIZE INSPECTIONAL SERVICE RECORDS	45,000	4,242	-	4,242
ATM	2022	19	COA BUILDING IMPROVEMENTS	5,700	902	-	902
STM	2022	11	IT & CYBERSECURITY	55,000	25,045	-	25,045
STM MAY22	2022	7	ADDITIONAL FUNDS FOR FIRE PUMPER	40,000	40,000	-	40,000
ATM	2023	18	DPW SALARY SURVEY	10,000	5,650	-	5,650
ATM	2023	18	PEDESTRIAN & TRAFFIC SAFETY IMPLEMENTATION	20,000	6,150	-	6,150
ATM	2023	18	NEARMAP & PUSHPIN GIS	7,740	644	-	644
ATM	2023	18	DPW SERVER REPLACEMENT	4,000	4,000	-	4,000
ATM	2023	18	VMWARE UPGRADE PHASE 2	14,000	4,000	-	4,000
ATM	2023	18	ANTIVIRUS UPGRADE	4,800	4,800	-	4,800
ATM	2023	18	ELECTION/POLL EQUIPMENT	7,200	1,381	-	1,381
ATM	2023	18	PURCHASE POLICE CRUISER	50,000	3,263	-	3,263
ATM	2023	18	PURCHASE RADAR GUN CRUISER	5,000	5,000	4,156	844
ATM	2023	18	REPALCE MARINE 1	15,000	15,000	-	15,000
ATM	2023	18	FIRE ALARM MATERIALS	15,000	3,026	-	3,026
ATM	2023	18	ICE RESCUE SLED	6,000	6,000	4,900	1,100
ATM	2023	18	RADIO EQUIPMENT	72,800	59,071	35,438	23,634
ATM	2023	18	DIGITIZE INSPECTIONAL SERVICE RECORDS PHASE 2	35,000	35,000	-	35,000
ATM	2023	18	REPLACE HM SECURITY SYSTEM	50,000	50,000	-	50,000
ATM	2023	18	MASCO TURF FIELD PROJECT	150,162	150,162	-	150,162
ATM	2023	18	ESSEX TECH CAPITAL CONTRIBUTION	11,652	11,652	-	11,652
ATM	2023	18	REPLACE TOWN SIGNS	20,000	9,134	-	9,134
ATM	2023	18	ADDITIONAL CHAPTER 90 FUNDS	100,000	26,126	21,440	4,687
STM	2023	5	CLERICAL WAGE STUDY	10,000	10,000	-	10,000
STM	2023	7	REDEVELOPMENT OF 49 S MAIN ST TOWN EXPENSES	50,000	50,000	-	50,000
ATM	2024	15	SERVER UPGRADES	30,000	30,000	-	30,000
ATM	2024	15	NETWORK UPGRADES	30,000	30,000	-	30,000
ATM	2024	15	PURCHASE MEDICAL EMERGENCY BAGS	4,000	4,000	-	4,000
ATM	2024	15	BALLISTIC HELMETS, SHIELDS & VESTS	16,300	16,300	-	16,300
ATM	2024	15	REPLACE AMBULANCE 2	520,000	520,000	-	520,000
ATM	2024	15	FIREFIGHTER PPE	84,500	84,500	1,423	83,077
ATM	2024	15	AFE GRANT TOWN MATCH	27,000	27,000	-	27,000
ATM	2024	15	LUCAS DEVICE	23,100	23,100	-	23,100
ATM	2024	15	DIGITIZE FIRE DOCUMENTS	23,000	23,000	-	23,000
ATM	2024	15	NEW FF TRAINING	15,500	15,500	1,996	13,504
ATM	2024	15	FIRE RADIO EQUIPMENT	8,200	8,200	-	8,200
ATM	2024	15	ADDITIONAL CHAPTER 90 FUNDS	125,000	125,000	-	125,000
ATM	2024	15	REPLACE TRUCK 5	89,233	89,233	-	89,233
ATM	2024	15	REPLACE CAR 1	57,643	57,643	-	57,643
ATM	2024	15	CAMERA & LIGHTS @ TRANSFER STATION	21,000	21,000	-	21,000
ATM	2024	15	TREE PRUNING	20,000	20,000	-	20,000
ATM	2024	15	DIGITIZE FILES BOH & CONSERVATION	97,820	97,820	-	97,820
ATM	2024	15	REPLACE RETAINING WALL @ COA	250,000	250,000	-	250,000
ATM	2024	15	REPAIR COA HANDICAP ENTRANCE	38,000	38,000	-	38,000
ATM	2024	16	MUNICIPAL PROPERTY ASSESSMENTS/STUDIES	50,000	50,000	-	50,000

Town of Middleton, MA

Fiscal Year 2024 Non-General Fund Warrant Articles Expenditures (unaudited)

Fund	Fiscal Year	Article #	Account Name	Original Appropriation	Available Balance at 7/1/2023	YTD Expended	Available Balance at 9/30/2023
CAP PROJ	2022	19	REPLACE ENGINE 1	710,000	710,000	-	710,000
CAP PROJ	2022	22	MUNICIPAL COMPLEX	61,590,000	56,497,401	563,550	55,933,851
CPA	2014	27	OLD TOWN HALL REPAIRS	22,000	3,472	-	3,472
CPA	2019	10	EMILY MAHER PARK IMPROVEMENTS	45,000	14,758	-	14,758
CPA	2020	21	DIGITIZE HISTORIC RECORDS	89,000	236	-	236
CPA	2021	6	COMPLETE DIGITIZATION OF HISTORIC RECORDS	5,000	5,000	-	5,000
CPA	2022	12	TRAMP HOUSE ROOF REPAIRS	17,000	17,000	-	17,000
CPA	2022	12	MUNICIPAL COMPELX COMMONS	300,000	300,000	-	300,000
CPA	2023	11	RESTORE HISTORIC MONUMENT	25,000	19,870	-	19,870
CPA	2023	11	ADDITIONAL RAIL TRAIL	50,000	15,734	-	15,734
CPA	2024	8	RESTORE HISTORIC MONUMENT	25,000	25,000	-	25,000
CPA	2024	8	ADDITIONAL RAIL TRAIL FUNDS	50,000	50,000	-	50,000
CPA	2024	8	MUNICIPAL COMPELX COMMONS	200,000	200,000	-	200,000
WATER	2021	13	WATER EMERGENCY REPAIRS RESERVE	50,000	50,000	-	50,000
WATER	2024	15	WATER MAIN LOOP - LIBERTY ST	500,000	500,000	-	500,000
WATER	2024	15	WATER MAIN LOOP - ESSEX TO DEBUSH	500,000	500,000	-	500,000

Town of Middleton, MA
Fiscal Year 2024 Encumbrances (unaudited)

<u>Fund</u>	<u>Department</u>	<u>Account Name</u>	<u>Approved</u>	<u>YTD Expended</u>	<u>Balance at 9/30/23</u>
General	Town Administrator	Advertising	\$ 636.00	626	10
General	Treasurer/Collector	Contractual Services	\$ 20.00	20	-
General	Info. Technology	Telephone	\$ 82.98	83	-
General	Info. Technology	Technology Supplies	\$ 592.33	592	-
General	Info. Technology	PEG Supplies	\$ 24,000.00	-	24,000
General	Town Clerk	Capital (operating)	\$ 5,891.98	-	5,892
General	Town Buildings	Fuel Old Town Hall	\$ 0.71	1	-
General	Town Buildings	Building Maintenance	\$ 194.46	194	-
General	Town Buildings	Building Other Supplies	\$ 63.00	63	-
General	Police	Electricity	\$ 58.56	59	-
General	Police	Cruiser Maint & Fuel	\$ 130.00	130	-
General	Fire	Building Maintenance	\$ 71.37	71	-
General	Fire	Fire Tools & Apparatus	\$ 35.00	-	35
General	Fire	Special Expenses	\$ 288.00	-	288
General	School	Salaries	\$ 465,775.02	465,775	-
General	School	Supplies	\$ 162,026.23	156,758	5,268
General	DPW	Guard Rail	\$ 8,500.00	-	8,500
General	BOH	Consultant	\$ 1,041.34	1,041	-
General	BOH	Travel	\$ 44.57	45	-
General	COA	Prof. Development	\$ 782.18	782	-
General	Garden Club	Garden Club	\$ 1,388.93	1,389	-
General	Library	Fuel	\$ 155.52	156	-
General	Library	Office/Book Supplies	\$ 54.69	55	-
General	Library	Building Maintenance	\$ 1,500.00	-	1,500
General	Library	Books/Materials	\$ 6,635.00	-	6,635
General	Unemployment	Unemployment	\$ 19,305.00	19,305	-
			<u>\$ 699,272.87</u>	<u>\$ 647,145</u>	<u>\$ 52,128</u>

Town of Middleton, MA
Fiscal Year 2023 Revenues (unaudited)

For the Period Ended GENERAL FUND	BUDGET	9/30/2023 Quarter 1	12/31/2023 Quarter 2	3/31/2024 Quarter 3	6/30/2024 Quarter 4	Total YTD REVENUE	(UNDER)/OVER BUDGET	% RECEIVED
PERSONAL PROPERTY TAXES		\$ 237,037	\$ -	\$ -	\$ -	\$ 237,037	N/A	0.0%
REAL ESTATE**	37,008,644	9,219,159	-	-	-	9,219,159	(27,789,485)	24.9%
TAX LIEN/TITLE/FORECLOSURE	*	2,650	-	-	-	2,650	N/A	N/A
MOTOR VEHICLE EXCISE	2,000,000	63,059	-	-	-	63,059	(1,936,941)	3.2%
OTHER EXCISE - ROOM	160,000	75,266	-	-	-	75,266	(84,734)	47.0%
OTHER EXCISE - MEALS	300,000	92,983	-	-	-	92,983	(207,017)	31.0%
PENALTIES AND INTEREST ON TAXES	80,000	19,077	-	-	-	19,077	(60,923)	23.8%
PILOT	149,900	-	-	-	-	-	(149,900)	0.0%
PILOT - MELD	209,267	-	-	-	-	-	(209,267)	0.0%
CHARGES FOR SERVICES - SOLID WASTE FEES	210,000	88,300	-	-	-	88,300	(121,700)	42.0%
FEES	135,000	51,188	-	-	-	51,188	(83,812)	37.9%
DEPARTMENTAL REVENUES - CEMETERIES	40,000	10,800	-	-	-	10,800	(29,200)	27.0%
OTHER DEPARTMENTAL REVENUE	125,500	52,783	-	-	-	52,783	(72,717)	42.1%
BUILDING PERMITS	365,000	29,055	-	-	-	29,055	(335,945)	8.0%
OTHER LICENSES AND PERMITS	141,000	9,775	-	-	-	9,775	(131,225)	6.9%
FINES AND FORFEITS	5,000	5,204	-	-	-	5,204	204	104.1%
INVESTMENT INCOME	70,000	799,086	-	-	-	799,086	729,086	1141.6%
MEDICAID REIMBURSEMENT	20,000	4,058	-	-	-	4,058	(15,942)	20.3%
STATE AID	2,516,655	617,432	-	-	-	617,432	(1,899,223)	24.5%
TRANSFERS IN	1,552,464	1,455,155	-	-	-	1,455,155	(97,309)	93.7%
MISC NON RECURRING	-	7,335	-	-	-	7,335	7,335	0.0%
MISC RECURRING	-	7,039	-	-	-	7,039	7,039	0.0%
Total GENERAL FUND	\$ 45,088,430	\$ 12,846,442	\$ -	\$ -	\$ -	\$ 12,846,442	\$ (32,481,674)	28.5%
Total CPA	\$ 349,900	\$ 80,380	\$ -	\$ -	\$ -	\$ 80,380	\$ (269,520)	23.0%
Total WATER FUND	\$ 385,000	\$ 368,035	\$ -	\$ -	\$ -	\$ 368,035	\$ (16,965)	95.6%
Total SESD ENTERPRISE FUND	\$ 121,363	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (121,363)	0.0%

* Indicates budgeted figures not available.

** Net of Overlay raised on recap

Note: Budgeted revenues does not include the free cash appropriated for fiscal year expenditures

Town of Middleton, MA Revolving Funds (unaudited)				
	Fund Balance as of 7/1/2023	Revenue as of 9/30/2023	Expenditures as of 9/30/2023	Fund Balance as of 9/30/2023
RECREATION REVOLVING	\$ 15,226	\$ -	\$ -	\$ 15,226
COA TRIP FUND	22,588	-	(1,192)	21,396
STORMWATER MANAGEMENT	9,000	200	-	9,200

Town of Middleton, MA
Appropriation Funds (unaudited)

	Fund Balance as of 9/30/2023	Revenue as of 9/30/2023
AMBULANCE FUND	\$ 799,950	\$ 169,512
PEG	476,363	57,103
SPED RESERVE FUND*	150,693	(2,155)
OPEB*	2,286,586	(40,201)
STABILIZATION*	2,243,203	(32,081)
CAPITAL STABILIZATION*	586,780	(440)
SPED STABILIZATION*	286,638	(1,263)
RETIREMENT STABILIZATION*	479,298	(6,855)
SIDEWALK/PEDESTRIAN STABILIZATION*	143,741	(1,855)
FACILITIES COMPLEX STABILIZATION*	549,700	(13,234)

* Revenue amount indicates interest only.



Justin Sultzbach

From: Matthew Armitage (MPD)
Sent: Wednesday, November 22, 2023 9:56 AM
To: Justin Sultzbach
Cc: William Sampson (MPD); Jackie Bresnahan
Subject: RE: reserve officer appointment

The Middleton Police Department respectfully requests the appointment of Garrett Greer as a Reserve Police Officer. Mr. Greer is a full time Special Agent with the U.S. Department of Commerce and a Reserve Police Officer with the Groveland Police Department. He was previously employed by the Department of Homeland Security, the Department of Social Services, and the District Attorney's Office. Mr. Greer lives locally (just over the town line in North Andover) and has worked many details in Middleton, including at the election polls. The Middleton Police Department is excited to have him join us.

From: Justin Sultzbach <justin.sultzbach@middletonma.gov>
Sent: Monday, November 20, 2023 3:58 PM
To: Matthew Armitage (MPD) <Matthew.Armitage@middletonma.gov>; Jackie Bresnahan <Jackie.Bresnahan@middletonma.gov>
Cc: William Sampson (MPD) <william.sampson@middletonma.gov>
Subject: RE: reserve officer appointment

Absolutely, just added it. Could you please provide some backup information on Mr. Greer?

Thanks,

Justin

From: Matthew Armitage (MPD)
Sent: Monday, November 20, 2023 2:17 PM
To: Justin Sultzbach <justin.sultzbach@middletonma.gov>; Jackie Bresnahan <Jackie.Bresnahan@middletonma.gov>
Cc: William Sampson (MPD) <william.sampson@middletonma.gov>
Subject: reserve officer appointment

Justin, Jackie – We have a new reserve officer (Garrett Greer) we'd like to bring on board. Can we get on the next selectboard agenda?

Matt

Captain Matthew Armitage
Middleton Police Department
65 North Main Street
Middleton, MA 01949
978-774-4424 (p) | 978-774-4466 (f)

CONFIDENTIALITY NOTICE

This e-mail, including attachments, may contain confidential or privileged information and is solely for the use of the intended recipient. If you have received this communication in error, please notify the sender immediately and delete this message from your system. Any use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

Upton Connell & Devlin, LLP

112 Water Street, Suite 201
Boston, Massachusetts 02109

617-227-3277

Fax 617-227-3222

aupton@UCDlaw.com



November 2, 2023

VIA FEDEX

Town of Middleton
48 South Main Street
Middleton, MA 01949

RE: AMMP Ventures, LLC – Application for Transfer of Liquor License and Pledge of License

Dear License Administrator:

Enclosed please find the following documents with regard to the above referenced application:

- ✓1) Proof of payment to the ABCC in the amount of \$200;
- ✓2) DOR Certificate of Good Standing;
- ✓3) DUA Certificate of Compliance;
- ✓4) ABCC Online Application Forms;
- ✓5) Common Victualler/ General License Application;
- ✓6) Application for Entertainment License;
- ✓7) Corporate Vote;
- ✓8) Asset Purchase Agreement;
- 5) Proof of US Citizenship;
- 6) Loan Documents;
- 7) Assignment of and Amendment to Lease;
- 8) Floorplan;
- 9) Server Training Documentation;
- 10) MA Secretary of the Commonwealth Entity Summary for AMMP Ventures, LLC.

We kindly request the Applicant be scheduled to be heard on the next available agenda date.

Thank you for your attention to this matter.

Very truly yours,

Tyler P. Henseler

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 0e8693a8-e627-4bf3-b617-5ac978d96608

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	AMMP Ventures LLC	\$200.00
		\$200.00

Date Paid: 11/2/2023 2:13:49 PM EDT

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
AMMP Ventures, LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Andrew

Last Name:
Upton

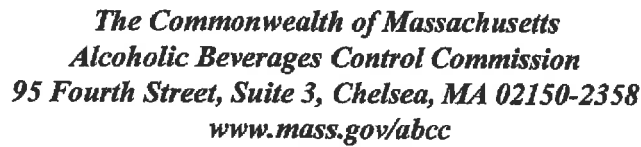
Address:
112 Water St

City:
Boston

State:
MA

Zip Code:
02109

Email Address:
thenseler@ucdlaw.com



APPLICATION FOR A TRANSFER OF LICENSE

ECRT CODE: RETA

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

ENTITY/ LICENSEE NAME	AMMP Ventures, LLC
-----------------------	--------------------

ADDRESS	216-220 South Main Street
---------	---------------------------

CITY/TOWN Middleton

STATE MA

ZIP CODE 01949

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

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

DOR COGS
and
DUA COC

Joe/open/lic./liquor license & exhibit header sheets



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

October 5, 2023

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

THE CLUBHOUSE, GOLF AND ENTERTAINMENT LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 5, 2011.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **WAYNE E. PASANEN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **WAYNE E. PASANEN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **WAYNE E. PASANEN**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



Secretary of the Commonwealth



Processed By:BOD

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



Certificate of Compliance

THE CLUBHOUSE GOLF AND ENTERTAINMENT LLC
500 CLARK ROAD
TEWKSBURY MA 01876

Date: October 17, 2023
Letter ID: L0000087724
Employer ID (FEIN): XX-XXX2119

Certificate ID: L0000087724

The Department of Unemployment Assistance certifies that as of 16-Oct-2023, THE CLUBHOUSE GOLF AND ENTERTAINMENT LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?
Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750



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

IMPORTANT NOTICE

This document contains important information. Please have it translated immediately.

В данном документе содержится важная информация. Вам необходимо срочно сделать перевод документа.

Este documento contiene información importante. Por favor, consiga una traducción inmediatamente.

Docikman sa gen enfòmasyon enpòtan. Tanpri fè yon moun tradwi l touswit.

Questo documento contiene informazioni importanti. La preghiamo di tradurlo immediatamente.

Este documento contém informações importantes. Por favor, traduzi-lo imediatamente.

此文件含有重要信息。請立即找人翻譯。

본 문서에는 중요한 정보가 포함되어 있습니다. 본 문서를 즉시 번역하도록 하십시오.

Tài liệu này có chứa thông tin quan trọng. Vui lòng dịch tài liệu này ngay.

ເອກະສານສະບັບນີ້ມີຂໍ້ມູນສຳຄັນ. ກະລຸນາມາເອກະສານສະບັບນີ້ປະຕິບັດທັນທີ.

ឯកសារនេះមានព័ត៌មានសំខាន់ៗ សូមបកប្រែវាយតម្លៃឆាប់រហ័ស។

Ce document contient des informations importantes. Veuillez le faire traduire au plus tôt.

APPLICATION AND FORMS



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- ☒ Transfer of License
☐ Alteration of Premises
☐ Change of Location
☐ Management/Operating Agreement
- ☐ Pledge of Inventory
☒ Pledge of License
☐ Pledge of Stock
☐ Other
- ☐ Change of Class
☐ Change of Category
☐ Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant")

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

The Applicant is purchasing an existing indoor golf simulator and entertainment business from The Clubhouse, Gold and Entertainment, LLC, and is therefore applying for a transfer of a Section 12 All-Alcoholic Beverages license to be operated at the same address. The Applicant is purchasing the business in part via a loan from The Savings Bank, and is therefore applying for a pledge of the license as collateral for that loan.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 General On-Premises"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

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

Total Sq. Footage	<input type="text" value="12,000"/>	Seating Capacity	<input type="text" value="38"/>	Occupancy Number	<input type="text" value="140"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="3"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="Wayne Pasanen"/>	<input type="text" value="Member/ Manager"/>	<input type="text" value="100%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Michael A. Montalto"/>	<input type="text" value="1"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Member / Manager"/>	<input type="text" value="50%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
<input type="text" value="Armando Julius Perna"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Member / Manager"/>	<input type="text" value="50%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure Date of Incorporation
State of Incorporation Is the Corporation publicly traded? ☐ Yes ☒ No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? ☐ Yes ☒ No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	\$800,000.00
C. Other* (Please specify)	<input type="text"/>
D. Total Cost	\$800,000.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Michael Montalto	\$40,000.00
Armando Perna	\$40,000.00
Total	\$80,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
The Savings Bank	\$720,000.00	Term Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

The Applicant is purchasing the business, including the liquor license, for \$800,000.00. Michael Montalto and Armando Perna are each contributing \$40,000.00 to the purchase price, for a totla of \$80,000.00 in cash contributions. The remaining \$720,000.00 is being financed via a term loan from The Savings Bank, with a corresponding pledge of the license as collateral for that loan.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
Feb 2014	Present	GM/ Dir. of Golf Operations	The Clubhouse Golf & Entertainment LLC	Wayne Pasanen

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

13. MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

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

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

☐ Yes ☐ No

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

LICENSE

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

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

Name	License Type	License Name	Municipality
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

13F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

APPLICANT'S STATEMENT

I, Michael Montalto the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of THE CLUBHOUSE GOLF AND ENTERTAINMENT
Name of the Entity/Corporation

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

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

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

Signature: M. Montalto

Date: 10/23/2023

Title: LLC Manager



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>		LICENSEE NAME: AMMP Ventures LLC	CITY/TOWN: Middleton
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APPLICANT INFORMATION

LAST NAME: Montalto	FIRST NAME: Michael	MIDDLE NAME: A.
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH:	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME:	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT:	WEIGHT:
EYE COLOR:		
CURRENT ADDRESS:		
CITY/TOWN: South Hamilton	STATE: MA	ZIP: 01982
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

PRINT AND SIGN

PRINTED NAME: Michael Montalto	APPLICANT/EMPLOYEE SIGNATURE:
--------------------------------	-------------------------------

NOTARY INFORMATION

On this 25th day of Oct, 2023, before me, the undersigned notary public, personally appeared Michael Montalto (name of document signer), proved to me through satisfactory evidence of identification, which were Drivers License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



EMILY E. MARZAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 4, 2025

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
<small>Signature of Authorized Employee</small>	

The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-1830.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>		LICENSEE NAME: AMMP Ventures, LLC	CITY/TOWN: Middleton
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APPLICANT INFORMATION

LAST NAME: Perna	FIRST NAME: Armando	MIDDLE NAME: Julius
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH:	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME:	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT:	WEIGHT:
EYE COLOR:		
CURRENT ADDRESS:		
CITY/TOWN: Middleton	STATE: MA	ZIP: 01949
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

PRINT AND SIGN

PRINTED NAME: Armando Perna	APPLICANT/EMPLOYEE SIGNATURE:
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NOTARY INFORMATION

On this 25th day of Oct 2023, before me, the undersigned notary public, personally appeared Armando Perna
(name of document signer), proved to me through satisfactory evidence of identification, which were Driver License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



EMILY E. MARZAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 4, 2025

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
<small>The DCI Identify Theft Index (ITI) Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 669-0616.</small>	



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
250 Causeway Street, First Floor
Boston, MA 02124

DERORAN S. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LOZZIO, ESQ.
CHAIRMAN

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

APPLICANT INFORMATION

ABCC NUMBER: # BOSTAL000000	LICENSEE NAME: AMMP Ventures, LLC	CITY/TOWN: Malden
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APPLICANT INFORMATION

LAST NAME: Karpinski	FIRST NAME: Eric	MIDDLE NAME: Christopher
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH:	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME:	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT:	WEIGHT:
EYE COLOR:		
CURRENT ADDRESS:		
CITY/TOWN: Dorchester	STATE: MA	ZIP: 01826
FORMER ADDRESS:		
CITY/TOWN: Lowell	STATE: MA	ZIP: 01850

PRINT AND SIGN

PRINTED NAME: Eric Karpinski	APPLICANT/EMPLOYEE SIGNATURE: <i>[Signature]</i>
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NOTARY INFORMATION

On this 10/30/23 before me, the undersigned notary public, personally appeared Eric Karpinski
(name of document signer), proved to me through satisfactory evidence of identification, which were MA DL
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that the (s)he signed it voluntarily for
its stated purpose.

[Signature]
NOTARY

DATE/USE ONLY

DATE/USE ONLY	DATE/USE ONLY	DATE/USE ONLY	DATE/USE ONLY
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COPY OF SALES AGREEMENT

Joe/open/lic./liquor license & exhibit header sheets

ASSET PURCHASE AGREEMENT 10 / 05 / 2023

This Asset Purchase Agreement (the "Agreement") is made as of the ____ day of October _____, 2023 by and among THE CLUBHOUSE, GOLF AND ENTERTAINMENT, LLC, a Massachusetts Limited Liability Company (the "Sellers" also referred to as "Company") and AMMP VENTURES, LLC, a Massachusetts Limited Liability Company ("Buyer")

Preliminary Statement

1. The Company is the current owner of and engaged in the business of offering indoor golf simulators and entertainment center (the "Club") at 220 South Main Street, Middleton, MA 01949 (the "Business").

2. The Company desires to sell substantially all of the Company's assets as further described herein and to transfer certain of the Company's obligations related to the Business to the Buyer and the Buyer desires to purchase such assets and assume such obligations on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. - The Purchase

1.1 **Purchase of the Assets.**

(a) Subject to and upon the terms and conditions of this Agreement, upon the consummation of the transactions contemplated by this Agreement (the "Closing"), the Company shall sell, transfer, convey, assign and deliver to the Buyer, and the Buyer will purchase, acquire, accept and pay for, free and clear of all liens, security interests, mortgages, pledges, licenses, options, deeds of trust, charges, conditional sales contracts, claims, restrictions, covenants, easements, rights of way, title defects or other encumbrances of any nature ("Liens") other than Permitted Liens (as defined herein), all of such Company's right, title and interest in and to all of the assets, properties and rights currently used or necessary to the operation of the Business, including privileges, claims and interests of every kind and nature, real or personal, tangible or intangible, absolute or contingent, wherever situated, to the extent owned by, registered in the name of, or used or held for use by the Company (collectively, the "Acquired Assets"). Without limiting the foregoing, the Acquired Assets shall include:

(i) **Records**: all records pertaining to the organization and existence of Seller and any books and records which Seller is required by applicable Law to retain; provided, however, that Seller shall provide Buyer with copies of all such books and records at or prior to the Closing; and

(ii) **Personal Property**: (A) all computer hardware, rights to assignable software and computer programs utilized solely and exclusively in the operation of the Business, (B) the golf simulator equipment and machinery set forth on

Schedule 1.1(a)(ii), and (C) any non-golf simulator equipment, furniture and fixtures, electronic devices, office and marketing materials and/or supplies solely and exclusively used in the Business (the assets described in clauses (A), (B) and (C) being collectively referred to hereinafter as the “Personal Property”);

(iii) Assumed Contracts: all of the Company’s rights and obligations under all licenses, contracts, agreements or other arrangements between the Company and its vendors, identified on Schedule 1.1(a)(iii) (together, the “Assumed Contracts”);

(iv) Inventory: all retail inventory, including but not limited to, shirts, and bars, all as existing on the Closing Date;

(v) Permits: all of the Company’s right, title and interest in and to all governmental permits, licenses and other governmental authorizations relating to the Business, to the extent such are transferable;

(vi) Telephone Numbers and Website: all business phone and facsimile numbers (“Numbers”) and websites used by the Company in connection with the Business, all of which are identified on Schedule 1.1(a)(vi). The Company agrees to assign to the Buyer all of their rights to the use of the Numbers and websites and shall cooperate with the Buyer to have the Numbers assigned to the Buyer by the telephone company; and

(vii) Goodwill: all of the Company’s goodwill in and going concern value of the Business;

(viii) Customer Lists, Marketing Information. All customer lists (whether current or prior) and customer account histories for customers or prospective customers, including all data regarding such customers, and all other marketing, promotional and sales information, whether stored in written form, magnetic or electronic media or in any other form.

(b) Notwithstanding anything herein to the contrary, the Acquired Assets shall not include any of the assets set forth on Schedule 1.1(b) if provided or below (the “Excluded Assets”):

(i) All employee plans and benefits, and any assets thereof, maintained by the Company in connection with the Business;

(ii) The Company’s Articles of Organization or Certificate of Organization, as applicable, and other organizational documents;

(iii) All business insurance policies of the Company and all premiums prepaid by the Company related thereto;

(iv) All reports, records and Tax Returns (as defined herein) related to the Company's Taxes and any claims, rights and interest in and to any refunds of Taxes (as defined herein);.

(v) All of the Company's rights under all licenses, contracts, agreements or other arrangements to the extent not assignable;

(vi) Cash on hand;

(vii) 2018 Tesla M-3;

(viii) All alcoholic beverages including beer ("the Liquor Inventory") The Buyer shall have the option to purchase the Liquor Inventory on hand at the time of closing for the same costs paid by the Seller and such payment shall be made by the Buyer to the Seller at the Closing; and

(ix) Accounts receivable.

1.2 Assumption of Certain Liabilities. At the Closing, the Buyer shall assume and agree to perform, pay and discharge the liability set forth below, which shall be the only obligation of the Company (whether performance, payment or otherwise) assumed by the Buyer hereunder (the "Assumed Liabilities"):

(i) Buyer shall assume and guarantee the obligations of Seller and the guarantor under that certain Lease Agreement dated March 31, 2011 by and between, LRB Middleton LLC and OptiGolf New England LLC, now The Clubhouse, Golf and Entertainment, LLC, for the premises located at 216-22- South Main Street, Middleton, MA and 222 South Main Street, Middleton, MA, as amended by a First Amendment dated April 15, 2015 and a Second Amendment dated June 12, 2023 (the "Lease").

(ii) Buyer shall assume the contract with AboutGolf Simulators and an adjustment shall be made at closing for any prepaid amounts made by the Seller.

Except with respect to the Assumed Liabilities, all liabilities of the Seller shall remain the responsibility of the Seller.

The successful lease assumption is a material condition of this agreement. Should the landlord not agree to the lease assumption, this Agreement may be terminated by the Buyer and all deposits returned to Buyer.

Notwithstanding anything to the contrary contained in this Agreement, the Assumed Liabilities shall not include, and the Buyer shall not be required to assume or to perform or discharge, any liabilities or obligations related to (i) any Indebtedness (as defined herein) of the Company which is not expressly assumed by the Buyer pursuant to Section 1.2, (ii) amounts payable to brokers or other third parties acting on behalf of the Company, (iii) Municipal

violations of the Business or property existing prior to Closing; (iv) any Taxes which are or were due and payable on or prior to the Closing Date or relate to any period of time on or prior to the Closing Date, including any liability arising from the Company's failure to comply with "bulk sales" laws; (v) any contract, agreement or other arrangement set forth on Schedule 1.1(b) hereto; (vi) any litigation, claim, suit, action or proceeding that is related to the Company's operation of its Business prior to the Closing Date, whether or not the same is disclosed pursuant to Section 2.6 herein; (vii) any liability or obligation to any employee of the Company (the "Business Employees") or any contractor for services performed prior to the Closing Date, including, without limitation, any bonus obligations, any severance obligations, any amounts owed for sales or other commissions, any accrued vacation or sick time, any payments triggered by the transactions contemplated herein, any liabilities under any employee benefit, profit sharing, option or health plan or arrangement (collectively, the "Employee Liabilities"); (viii) liabilities arising from or relating to any Excluded Assets and (ix) Accounts Payable of the Company accruing prior to Closing.

For purposes of this Agreement, "Indebtedness" means, as of any date, without duplication, the outstanding principal amount of, accrued and unpaid interest on and other payment obligations or liabilities (including any prepayment premiums payable as a result of the consummation of the transactions contemplated by this Agreement, assuming that all such obligations were repaid at Closing) arising under any obligations or liabilities of the Company consisting of (i) indebtedness for borrowed money, (ii) indebtedness issued in substitution or exchange for borrowed money or any liability for the deferred purchase price of property or services (other than trade payables and accrued expenses which are reflected in the Company Financial Statements (as defined herein)), (iii) indebtedness evidenced by any note, bond, debenture or other debt security, (iv) obligations under any interest rate, currency or other hedging agreements, (v) any commitment by which the Company assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit), (vi) any indebtedness guaranteed in any manner by the Company (including guarantees in the form of an agreement to repurchase or reimburse), (vii) any liabilities or obligations under capitalized leases with respect to which the Company is liable, contingently or otherwise, as obligor, guarantor or otherwise or with respect to which obligations the Company assures a creditor against loss, (viii) any liabilities of the Company under conditional sale or other title retention agreements, (ix) any liabilities with respect to vendor advances or any other advances made to the Company, (x) any indebtedness or liabilities secured by a Lien on the Company's assets, (xi) indebtedness due to Business Employees, independent contractors and trade vendors, and (xii) any "success fees" or bonuses, change in control or severance payments payable upon consummation of the transactions contemplated by this Agreement, and any amounts payable to offset any excise Taxes imposed under Section 4999 of the Code and any related income Taxes.

1.3 Further Assurances. At any time and from time to time after the Closing, at the Buyer's reasonable request and expense and without further consideration to the Company, the Company shall promptly execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and take all such other action as the Buyer may reasonably request, to transfer, convey and assign to the Buyer, and to confirm the Buyer's title to, all of the Acquired Assets and to carry out the purposes of this Agreement.

1.4 Purchase Price for the Acquired Assets. The aggregate purchase price (the "Purchase Price") to be paid by the Buyer for the Acquired Assets in cash by wire transfer of immediately available funds to an account designated by the Company with wire instructions provided forty-eight (48) hours in advance to the Buyer. The Purchase Price shall be as follows:

(a) \$800,000.00 of which \$5,000.00 was paid upon the signing of a Letter from Intent between the Seller and Buyer dated August 31, 2023 and \$35,000.00 has been paid as a deposit on or prior to the Effective Date (the "Deposit"). The Deposit shall be applied against the Purchase Price at the Closing. The Deposit shall be held by Seller's counsel, Daniel J. Mansur, as escrow agent. If Buyer shall default hereunder, Seller shall retain the Deposit then paid, as liquidated damages as its sole remedy and Buyer shall have no right to recover all or any part of the Deposit or any interest accrued thereon if any.

Closing. The Closing shall take place on October 31, 2023 or two (2) days after the transfer of the liquor license to Buyer, but the Closing shall take place no later than November 30, 2023, following the satisfaction or waiver of all conditions to closing set forth in Sections 4, 6 and 7 below by facsimile, e-mail and/or overnight courier exchange of documents at the offices of Buyer at 10:00 a.m., Eastern Standard Time or at such place, time and date as may be mutually agreed upon in writing by the parties (the "Closing Date"). For purposes of this Agreement, "Business Day" shall mean any day that is not a Saturday, Sunday or statutory holiday in the State of New York. The Buyer shall be responsible for any conveyance fees, sales, use or transfer Taxes (including any penalties and interest), documentary charges, recording fees or similar Taxes, charges, fees or expenses that may become payable solely in connection with the sale and transfer of the Acquired Assets to the Buyer. Rent and utility costs and any expenses under the Lease shall be prorated as of the Closing Date. The parties agree that should the liquor license transfer not occur prior to November 30, 2023, and the buyer has diligently pursued said license and the delay is through no fault of the buyer, the seller and buyer will agree on a mutually agreeable extension of the closing date

1.5 Allocation of Purchase Price and Assumed Liabilities. Ninety (90) days subsequent to the Closing the Buyer and the Company shall agree upon a methodology to be used reasonably to allocate the Purchase Price among the Acquired Assets, and there upon the Buyer shall prepare an allocation of the Purchase Price (and all other capitalized costs) among the Acquired Assets consistent with the above referenced methodology and in accordance with Section 1060 of the Code and the regulations promulgated thereunder (and any similar provisions under state, local or non-U.S. law, as appropriate). The Buyer shall deliver such allocation to the Company within ninety (90) days after the Closing Date. The Buyer and the Company agrees to file all necessary Tax Returns consistent with, and not to take any position on any income, transfer or gains Tax Return inconsistent with, such allocation, including (but not limited to) the reporting of information on Form 8594 filed with the Internal Revenue Service. The Company shall timely and properly prepare, execute, file and deliver such documents, forms and other information as the Buyer may reasonably request to prepare such allocation.

1.6 Risk of Loss. The risk of loss with respect to the Acquired Assets shall be the Seller's until the Closing at which time the risk of loss shall pass to the Buyer. The

Seller shall be responsible for the discharge of all of its obligations to employees employed by the Seller which has been accrued as of the Closing Date, including all salaries and wages, commissions, sick pay and vacation pay obligations. The Buyer shall have no responsibility to employ any of the Seller's employees or to make any payment to them whatsoever for services rendered to the Seller prior to Closing.

Section 2. - Representations of the Company

The Company represents and warrants to the Buyer as of the date hereof and as of the Closing Date as follows:

2.1 **Organization.** Company is duly formed, validly existing and in good standing under the laws of the Company's formation. Company has all requisite licenses, permits and corporate power to own its properties, the failure of which will not have a material effect on the Asset, to carry on its business as now being conducted, to execute, deliver and perform its obligations under this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby and thereby. Correct and complete copies of the Certificate of Organization and Operating Agreement, as applicable, of Company, as amended to date, will be made available to Buyer or its counsel.

2.2 **Authorization.** The execution and delivery by the Company of this Agreement and the agreements provided for herein, and the consummation by the Company of the transactions contemplated hereunder and thereunder by the Company, has been or will be duly authorized by all requisite corporate action. This Agreement has been duly executed by the Company. This Agreement and all other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which the Company is a party constitute the valid and legally binding obligations of the applicable Company, enforceable against such Company in accordance with its respective terms, except to the extent that such enforcement may be subject to applicable bankruptcy, reorganization, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally and to the application of general equitable principles. Except as otherwise provided in this Agreement the execution, delivery and performance by the Company of this Agreement and the agreements provided for herein, and the consummation by the Company of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the passage of time or both, (a) violate the provisions of the organizational documents of such Company; (b) violate any judgment, decree, order or award of any court, arbitrator, or any governmental agency, department, bureau, commission or similar body (the "Governmental Authority"); (c) violate the provisions of any law, statute, code, ordinance, regulation or rule of any Governmental Authority (each a "Legal Requirement") applicable to such Company; (d) materially conflict with or result in any material breach of, constitute a material default under, result in a material violation of or result in the acceleration of any rights, benefits or obligations contained in any of the material agreements, licenses or permits to which such Company is a party or which is applicable to the Business or the Acquired Assets; (e) result in the creation of any Lien on any of the material assets of such Company; or (f) require any authorization, order, consent, approval, license, permit, exemption or other action by any governmental authority, court or any other Person.

2.3 Ownership of Acquired Assets. The Company is the true and lawful owner of the Acquired Assets and has the right to sell and transfer to the Buyer good and valid title to the Acquired Assets, free and clear of all Liens of any kind or nature whatsoever. The Acquired Assets represent substantially all of the assets utilized by the Company in the Business as of the date hereof and as of the Closing Date. The Acquired Assets shall be delivered in the same condition as of the date of this Agreement, reasonable wear and tear only excepted.

2.4 Financial Statements. The Company has previously delivered to the Buyer all requested Financial documentation, loan agreements and accounts. (collectively "Financial Statements"). The Financial Statements are based upon information contained in the Company's books and records and to the best of Seller's knowledge, are complete and correct and present fairly, in all material respects, the financial position and results of operations in all material respects of the Company of the times and for the periods indicated therein.

2.5 Litigation. There is no, and in the past three years there has been no, material action, suit or proceeding to which Company is a party, or, to the actual knowledge of the Company, presently threatened, before any court or governmental agency, authority, body or arbitrator; and (b) there is not, and in the past three years has not been any, and the Company is the subject to any pending, order, judgment or decree of any court, tribunal or agency enjoining or requiring Company to take any action of any kind with respect to the Business, the Acquired Assets or this Agreement or any mutual settlement or conciliation agreement which have outstanding obligations pursuant thereto. Except as indicated on such Schedule, all matters set forth therein are fully covered by insurance.

2.6 Tangible Assets. All of the tangible assets of the Company are included in the Acquired Assets and are in good operating condition and repair, normal wear and tear excepted.

2.7 Real Estate.

(a) Schedule 2.7(a) attached hereto sets forth all leasehold or subleasehold agreements, amendments, extensions, renewals, guaranties and other agreements with respect thereto and other material rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property, to which the Company is a party as of the date hereof, (collectively, the "Lease"). Copies of the Lease and of all amendments, extensions, renewals, guaranties and other agreements with respect thereto have been previously provided to the Buyer or its counsel. The Company does not own any real property.

(b) The Company is not in default under any Lease, nor, to the Company's Knowledge, has any event occurred which, with notice or the passage of time, or both, would give rise to such a default by either Company.

(c) There is no pending or, to the Company's Knowledge, threatened condemnation or eminent domain proceeding affecting the real property subject to the Lease or any portion thereof.

(d) The Company's use of the real property subject to the Lease as presently utilized by the Company complies, or is legally non-conforming, in all material respects with the requirements of applicable building, zoning and other similar laws, rules, regulations and ordinances of any applicable Governmental Agencies.

2.8 Tax Matters. The Company has duly filed all federal, state and local Tax Returns required to be filed and has paid all federal, state and local Taxes (including without limitation sales and use Taxes), assessments and penalties, due and payable with respect to the periods covered by such returns and no such Taxes are a Lien upon the Acquired Assets. The Company is not delinquent in the payment of any tax, assessment or governmental charge. The Company is not presently involved in any audit, examination or dispute with any federal, state or local tax authority, nor has the Company received any notice of deficiency from any such federal, state or local tax authority not otherwise disclosed to Buyer. For purposes of this Agreement: (i) "Tax" or "Taxes" means all income, gross receipts, sales, use, employment, unemployment, social security, Medicare, payroll, employee withholding, franchise, profits, real estate taxes, ad valorem taxes, personal property taxes or other taxes, fees, assessments or charges of any kind whatsoever (whether payable directly or by withholding), together with any interest, penalties or additions to tax imposed by any taxing authority with respect to the Company or its business or assets; and (ii) "Tax Returns" means any return, report, declaration, claim for refund, information return or other document (including any relating or supporting schedule, statement or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax of any Person or the administration of any laws, regulations or administrative requirements relating to any Tax (including any amendment thereof).

2.9 Books and Records. The general ledgers and books of account of the Company are in all material respects complete and have been maintained in accordance with good business practice.

2.10 Compliance with Laws. The Company has all material licenses, permits and certificates from federal, state and local Governmental Authorities necessary to conduct its business and own its assets (the "Permits"), all of which are in full force and effect and, to the Company's actual knowledge, which shall remain in full force and effect on identical terms up to the Closing Date. The Company is not in violation of any applicable Legal Requirement and no fines, penalties or claims have been assessed, filed or commenced, or, to the Company's knowledge, threatened, against it alleging failure to so comply. The Company has with respect to the operation of its Business has not received any written notice from any federal, state or local Governmental Authority during the twelve-month period immediately preceding the date hereof of any violations or non-compliance by the Company.

2.11 Employee Relations.

(a) With regard to its Business Employees, the Company is in compliance in all material respects with all federal, state and municipal Legal Requirements with respect to employment and employment practices and terms and conditions of employment.

(b) Schedule 2.11(b) sets forth a correct and complete list of the full-time and the part-time, Business Employees of the Company, together with the annual salary for each such Business Employee.

(c) With respect to the Business Employees:

(i) none of the Business Employees of the Company is represented by any labor union;

(ii) there is no unfair labor practice complaint against the Company pending before the National Labor Relations Board or any state or local Governmental Authority;

(iii) there is no pending labor strike or, to the Company's Knowledge, other material labor trouble affecting the Company (including, without limitation, any organizational drive); and

(iv) there is no pending representation question respecting the Business Employees of the Company.

2.12 Employee Benefit Plans. Schedule 2.12 hereto sets forth an accurate and complete list of all "employee benefit plans," within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations thereunder ("ERISA") ("Employee Benefit Plans") of the Company. Each Employee Benefit Plan (including any related trust) complies in form with the requirements of all applicable laws, including, without limitation, ERISA and the Internal Revenue Code, and has at all times been maintained and operated in compliance with its terms and the requirements of all applicable laws, including, without limitation, ERISA and the Internal Revenue Code. The Company has never maintained or contributed to, or had any obligation to contribute to (or borne any liability with respect to) any "multiple employer plan" (within the meaning of the Internal Revenue Code or ERISA) or any "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA). Company does not have any unfunded liabilities pursuant to any Employee Benefit Plan that is not intended to be qualified under Section 401(a) of the Internal Revenue Code. There are no actions, suits, claims or disputes pending, or, to the Company's knowledge, threatened, anticipated or expected to be asserted against or with respect to any Employee Benefit Plan or the assets of any such plan (other than routine claims for benefits and appeals of denied routine claims). No civil or criminal action brought pursuant to the provisions of Title I, Subtitle B, Part 5 of ERISA is pending, threatened, anticipated, or expected to be asserted against the Company or any fiduciary of any Employee Benefit Plan, in any case with respect to any Employee Benefit Plan. No Employee Benefit Plan or any fiduciary thereof has been the direct or indirect subject of an audit, investigation or examination by any governmental or quasi-governmental agency. Full payment has been timely made of all amounts which the Company is required, under applicable law or under any Employee Benefit Plan or any agreement relating to any Employee Benefit Plan to which the Company is a party, to have paid as contributions or premiums thereto as of the last day of the most recent fiscal year of such Employee Benefit Plan ended prior to the date hereof

2.13 Absence of Undisclosed Liabilities. The Company does not have any material liability, and, to the Company's knowledge, there is no basis for any proceeding, hearing, investigation, charge, complaint or claim with respect to any material liability and which would not, individually or in the aggregate, result in a Material Adverse Effect.

2.14 Affiliate Transactions. No officer, director, employee, shareholder or Affiliate (as defined herein) of the Company or any individual related by blood, marriage or adoption to any such individual or any entity in which any such Person or individual owns any beneficial interest, is a party to any contract or agreement with either Company or has any interest in any property, asset or right used by the Company for its business as currently conducted or has received any funds from or on behalf of the Company. For purposes of this Agreement, "Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with, or the parents, spouse, lineal descendants or beneficiaries of, such Person. The term "control" (as used in the terms "controlling", "controlled by" or "under common control with") means holding the power to direct or cause the direction of the management and policies of a Person, whether by ownership of equity securities, contract or otherwise.

2.15 Buyer is not assuming any obligation or liability of any kind which Seller may have to the Business Employees for compensation or pension or retirement plan contributions for the period prior to the Closing Date. Buyer shall not be obligated to hire or employ any of Seller's employees as of the Closing Date but may hire or employ any of Seller's current employees as of such date in Buyer's sole discretion and upon such terms as Buyer determines, it being understood and agreed that Seller shall have no obligation to continue to employ any of the Business Employees following the closing. No less than ten (10) business days prior to the Closing Date, Buyers shall deliver to Seller a list of those Business Employees whom they intend to hire effective as of the Closing Date.

2.16 Material Contracts. Seller is not a party to or bound by any material written agreement, partnership, joint venture or lease or any written agreement, partnership, joint venture or lease that provide for payments to or from Seller of more than \$5,000 annually (each, a "**Material Contract**").

2.17 Absence of Changes in Conditions. Since the date of the most recent Financial Statement, the Seller has not:

- (a) incurred any material obligation or liability, whether absolute or contingent, except obligations and liabilities incurred in the ordinary course of its business;
- (b) discharged or satisfied any lien or encumbrance, or paid any material obligation or liability, whether absolute or contingent, other than liabilities having become due and payable since that date in the ordinary course of business;
- (c) made or agreed to make any wage, salary or employee benefit increases;

(d) sold or transferred any tangible or intangible assets or canceled any debts or claims, except in each case in the ordinary course of business;

(e) suffered any material loss, damage or destruction to any of its properties due to fire or other casualty, whether or not insured;

(f) mortgaged, pledged or subjected to lien, charge or any other encumbrance any tangible or intangible assets, except the lien of current real and personal property taxes not yet due and payable; or

(g) conducted its business otherwise than in the ordinary and usual manner except for the transactions contemplated by this Agreement.

2.18 Environmental Laws. The Seller has not received any written notice that the Seller is in material violation of, and, to the knowledge of the Seller, the Seller is in material compliance with, the applicable regulations of the United States Environmental Protection Agency and any local governmental authorities governing water pollution, air pollution, noise pollution, and the treatment, storage and disposal of oil, chemical, toxic and other waste, including waste categorized by such laws or regulations as "hazardous waste" or "hazardous substances", and the discharge or storage of such materials into the ground, the atmosphere or underground in surface bodies of water.

2.19 Insolvency Proceedings. Seller has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied to any tribunal for any receiver of its properties or assets, or commenced any proceeding under any reorganization, arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction. To the best of the knowledge and belief of the Selling Parties, no such action or proceeding has been commenced or threatened against any of the Selling Parties by any creditor, claimant, governmental agency or other person.

Section 3. - Disclosure.

Unless expressly set forth in, or in a document delivered pursuant to, this Agreement, Buyer has not relied on any statement of any kind by any party, including Seller, with respect to the transaction contemplated by this Agreement and acknowledges that Buyer is an experienced operator of the same franchise business as the Business with the necessary expertise and/or resources to evaluate the due diligence materials delivered by Seller in accordance with the provisions of this Agreement.

The Buyer represents and warrants to the Company as follows:

3.1 Organization and Authority. The Buyer is a Massachusetts Limited Liability Company duly formed, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has all requisite power and authority to own its properties

and to carry on its business as now being conducted. The Buyer has full power and authority to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby and thereby.

3.2 Authorization. The execution and delivery of this Agreement and the agreements provided for herein, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly authorized by all requisite corporate action. This Agreement and all such other agreements and written obligations entered into and undertaken in connection with the transactions contemplated hereby constitute the valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms. The execution, delivery and performance of this Agreement and the agreements provided for herein, and the consummation by the Buyer of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the passage of time or both, (a) violate the provisions of any Legal Requirements applicable to the Buyer; (b) violate the provisions of the Buyer's Certificate of Formation or Operating Agreement; (c) violate any judgment, decree, order or award of any court, Governmental Authority or arbitrator or (d) conflict with or result in the breach or termination of any term or provision of, or constitute a default under, or cause any acceleration under, or cause the creation of any Lien upon the properties or assets of the Buyer pursuant to, any indenture, mortgage, deed of trust or other agreement or instrument to which the Buyer is a party or by which the Buyer is or may be bound. Except for the consent of the Buyer's Board of Directors and Lenders there are no consents and approvals of third parties that are required in connection with the consummation by the Buyer of the transaction contemplated by this Agreement.

3.3 Regulatory Approvals. All consents, approvals, authorizations and other requirements prescribed by any Legal Requirement which must be obtained or satisfied by the Buyer which are necessary for the consummation of the transactions contemplated by this Agreement have been, or will be prior to the Closing Date, obtained and satisfied.

3.4 Disclosure. No representation or warranty made by the Buyer in this Agreement, in any Schedule or Exhibit to this Agreement, or in any written certificate to be delivered by the Buyer pursuant to this Agreement at the Closing contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they are made, not misleading.

Section 4. - Mutual Obligations to Close

The respective obligations of each party to this Agreement to consummate the transactions contemplated herein shall be subject to the satisfaction at or prior to the Closing of the following conditions, each of which may be waived in writing executed jointly by the Buyer and the Seller:

4.1 Governmental Approvals. All Governmental Authorities, the consent, authorization or approval of which is necessary under any applicable material Legal Requirement for the consummation by the parties hereto of the transactions contemplated by this Agreement, including the transfer of the Liquor License owned by the Seller or the Buyer obtaining a new

liquor license prior to the Closing Date, shall have consented to, authorized, permitted or approved such transactions, unless otherwise agreed by the parties.

4.2 Corporate Proceedings. All corporate and other proceedings required to be taken on the part of the Buyer and the Company to authorize or carry out this Agreement and the transactions contemplated hereby shall have been taken.

4.3 Adverse Proceedings. No action or proceeding by or before any court or other Governmental Authority shall have been instituted or, to the Buyer's or the Company's knowledge, threatened (in writing) by any Governmental Authority or Person whatsoever which shall seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement.

Section 5. - Covenants of the Parties

5.1 Conduct of Business in Ordinary Course. During the period from the signing of this Agreement or the Termination of this Agreement (the "Pending Sale Period"), Seller will: (i) conduct the Business in the ordinary course in a manner consistent with past practice, (ii) continue to own and maintain its properties and other assets in good working condition (normal wear and tear excepted), (iii) use its commercially reasonable efforts to maintain the Business and employees, customers, assets and operations as an ongoing concern in accordance with past practice; and (iv) refrain from selling all or substantially all of its assets used in the Business.

5.2 Accounts Receivable. During the Pending Sale Period, the Company shall continue to collect and accrue accounts receivable in the ordinary course of business.

5.3 Termination of Business Employees. Immediately prior to the Closing, the Company shall terminate the employment of each of its employees. The Company shall be solely liable for all Employee Liabilities and shall pay such employees for such Employee Liabilities on or before the Closing Date provided that, for such Employee Liabilities incapable of final determination prior to the Closing Date, these shall be calculated and paid as promptly as practicable following the Closing Date. The Seller shall be solely liable for all Employee Liabilities for all employees prior to the Closing, and thereafter, for all employees who do not become hired by Buyer. Buyer shall have no obligation to make any offer of employment to any employee. The Company shall allow the Buyer to interview and make offers of employment to employees of its choosing subsequent to the Closing Date. Employees of Seller who are hired by Buyer shall be deemed Acquired Employees. Further, subsequent to the Closing Date, the Company shall allow (x) Buyers access to personal information of Acquired Employees to enroll them into Buyers payroll and benefits system ("Onboarding Process"), (y) will encourage such Acquired Employees to promptly enroll and participate in such Onboarding Process, and (z) provide Buyers access to Acquired Employees for training such Acquired Employees. Effective on the Closing, Buyer shall be solely responsible for any and all notices, laws, rules and regulations, federal, state, city, local or otherwise, as they pertain to the Acquired Employees if any.

5.4 Equipment and other Personal Property. Seller makes no representations or warranties of any kind with respect to any Equipment or other Personal Property to be conveyed at closing pursuant to this Agreement. WITHOUT LIMITING THE FOREGOING, BUYER

UNDERSTANDS AND AGREES THAT THE EQUIPMENT AND ALL OTHER PERSONAL PROPERTY SHALL BE CONVEYED "AS IS", "WHERE IS", AND "WITH ALL FAULTS", WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT. BUYER WILL THEREFORE BE ACQUIRING ALL PERSONAL PROPERTY BASED SOLEY UPON BUYER'S OWN INDEPENDENT INVESTIGATION AND INSPECTION OF SUCH PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS.

5.5 Lease. The Company shall use their best efforts to obtain Consent from the Landlord with respect to the Lease. The Buyer shall cooperate with any reasonable requests of the Company in connection with seeking any Consent by providing such reasonable financial information of the Buyer required by a Landlord, including providing such Landlord's guarantees in form and substance currently existing.

Section 6. - Conditions to Obligations of the Buyer

The obligations of the Buyer under this Agreement are subject to the fulfillment, at the Closing Date, of the following conditions precedent, each of which may be waived in writing at the sole discretion of the Buyer:

6.1 Continued Truth of Representations and Warranties; Compliance with Covenants and Obligations. The representations and warranties of the Company shall be true and correct on and as of the date hereof and, if the Closing Date shall be different than the date hereof, such representations and warranties shall be true and correct on the Closing Date in all material respects as though such representations and warranties were made on and as of the Closing Date, the Company shall have performed and complied in all material respects with all terms, conditions, covenants, obligations, agreements and restrictions required by this Agreement to be performed or complied with by or prior to or at the Closing Date.

6.2 Consent of Third Parties. The Company shall have received, and delivered evidence thereof to the Buyer, those consents and approvals of third parties which are required for the assignment of the Assumed Contracts and Lease to the Buyer as set forth on Schedule 1.1(a)(iii) and Schedule 2.7(a).

6.4 Financing. Buyer shall have received financing on terms and conditions reasonably satisfactory to Buyer in the amount of no more than \$637,500.00 for the acquisition transaction contemplated hereby. Such commitment shall be received on or before October 16, 2023 (the "Financing Period").

6.5 Termination of Employees. The Company shall have terminated all employees immediately prior to the Closing Date.

6.6 No Material Adverse Change. There shall not have been any material adverse change in the financial condition of the Seller, nor shall Seller have sustained any material loss or damage to their assets, whether or not insured, that affects their ability to conduct the Seller's business.

6.7 No Action. No action, suit, or proceeding shall be pending before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (a) prevent consummation of any of the transactions contemplated by this Agreement, or (b) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect).

6.8 Lien Search. A UCC Search performed at the Secretary of State of the Commonwealth of Massachusetts dated within a reasonable time prior to the Closing indicating that there are no liens, encumbrances or judgments of record against the Seller, such search to be performed by the Buyer; provided, however, that if Seller wishes to satisfy and otherwise pay off such liens or other encumbrances using the proceeds of this sale, Seller shall be entitled to satisfy and pay off all such liens immediately following the closing hereunder, and shall deliver any releases of such liens, encumbrances or judgments promptly thereafter.

6.9 Performance. The Seller shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed and complied with by the Seller prior to or at the Closing

6.10 Closing Deliveries. The Buyer shall have received at or prior to the Closing all of the following documents, instruments and certificates:

(a) a bill of sale from the Company to the Buyer, evidencing the transfer of the Acquired Assets, in such form as is satisfactory to the Parties;

(b) an assignment and assumption agreement between the Company and the Buyer, under which the Company shall assign to the Buyer and the Buyer shall assume from the Company, as of the Closing Date all of the Company's rights and obligations under the Assumed Contracts (the "Assignment and Assumption Agreement") in such form as is satisfactory to the Parties;

(c) an assignment and assumption agreement with respect to the Lease in a form satisfactory to Seller, Buyer and Landlord (the "Lease Assignment and Assumption Agreement");

(d) a closing certificate of the Company, confirming the Company's fulfillment of the conditions in Section 6.1;

(e) a certificate of the Secretaries of Commonwealth of Massachusetts to do business as to the legal existence and good standing of the Company;

(f) a certificate signed by the Secretary or Manager, as the case may be, of the Company attesting to the incumbency of the Company's officers, the authenticity of the resolutions authorizing the transactions contemplated by this Agreement, and the authenticity and continuing validity of the organizational documents delivered pursuant to Sections 2.1 – 2.3; and

(g) Landlord Estoppel Certificate in a form reasonably approved by Seller, Buyer and Landlord

Section 7. - Conditions to Obligations of the Company

The obligations of the Company under this Agreement are subject to the fulfillment, at the Closing Date, of the following conditions precedent, each of which may be waived in writing in the sole discretion of the Company:

7.1 Continued Truth of Representations and Warranties: Compliance with Covenants and Obligations. The representations and warranties of the Buyer shall be true and correct on and as of the date hereof and, if the Closing Date is different from the date hereof, such representations and warranties shall be true and correct as of the Closing Date in all material respects as though such representations and warranties were made on and as of the Closing Date (except that all representations and warranties which are qualified by materiality or Material Adverse Effect shall be true and correct in all respects as of the Closing Date). The Buyer shall have performed and complied in all material respects with all terms, conditions, covenants, obligations, agreements and restrictions required by this Agreement to be performed or complied with by the Buyer prior to or at the Closing Date.

7.2 Consents of Third Parties. The Buyer shall have received, and shall have provided evidence thereof to the Company, all requisite consents and approvals of all third parties whose consent or approval is required in order for the Buyer to consummate the transactions contemplated by this Agreement.

7.3 Closing Deliveries. The Company shall have received at or prior to the Closing the following payments, documents, instruments and certificates:

- (a) the Lease Assignment and Assumption Agreement;
- (b) a certificate of the Secretary of State of the Commonwealth of Massachusetts as to the legal existence and good standing of the Buyer;
- (c) a closing certificate of the Manager or officer of the Buyer, confirming the Buyer's fulfillment of the conditions in Section 7.1;
- (d) a certificate signed by the Manager or officer of the Buyer attesting to the incumbency of the Buyer's officers, the authenticity of the resolutions authorizing the

transactions contemplated by this Agreement, and the authenticity and continuing validity of the organizational documents delivered pursuant to Section 3.1;

(e) Landlord Estoppel Certificate in a form approved by Seller, Buyer and Landlord; and

(f) the Purchase Price;

Section 8. - Indemnification

8.1 By the Company.

8.2 The Company, jointly and severally, hereby indemnify and hold harmless Buyer, its respective officers, directors, employees, partners, members, shareholders, advisors, representatives and agents (collectively, the "Buyer Indemnified Parties") from and against all claims, damages, losses, fines, violations, costs, fees, obligations and liabilities (including, without limitation, any reasonable legal, accounting or other expenses for investigating or defending any actions or threatened actions and any loss of profits or earnings, (collectively, the "Losses") as a result of, in connection with, related to or arising from (i) any material breach of any representation or warranty of the Company, (ii) material non-fulfillment or non-performance on the part of the Company of any covenant or agreement, contained in this Agreement (iii) all Taxes (or the non-payment thereof) of the Company for all taxable periods ending on or before the Closing Date and, with respect to any taxable period that includes (but does not end on) the Closing Date, for that portion of such taxable period through the end of the Closing Date, and any and all Taxes imposed on Company as a transferee or successor, by contract or pursuant to any Legal Requirement, which Taxes relate to an event or transaction occurring before the Closing, (iv) any claim of a creditor (secured or unsecured) of the Company related to any period of time on or prior to the Closing Date, (v) any claim by any individual to the extent that it relates to such individual's employment and/or consulting relationship with the Company; (vii) the Employee Liabilities, (viii) any claim to the extent that it relates to an Excluded Asset or any liability or obligation not specifically assumed by the Buyer as part of the Assumed Liabilities; and (ix) arising out of or attributable to any liability of the Seller. By the Buyer. The Buyer hereby indemnifies and holds harmless the Company and their respective Affiliates and their respective officers, directors, employees, partners, members, shareholders, advisors, representatives and agents (the "Seller Indemnified Parties") from and against all Losses in connection with, related to or arising from (i) any material breach of any representation or warranty of the Buyer, (ii) material non-fulfillment or non-performance on the part of the Buyer of any covenant or agreement contained in this Agreement, (iii) any claim to the extent that it relates to the Buyer's operation of the Business or use of the Acquired Assets on or after the Closing Date, (iv) any claim to the extent that it relates to the Buyer's non-fulfillment of any of the Assumed Liabilities, (v) any Losses incurred with respect to any default of the Lease or any Guaranty to the extent caused by Buyer or any of its affiliates on or after the Closing Date.

8.3 Claims for Indemnification. Whenever any claim shall arise for indemnification under this Section 8, any Buyer Indemnified Party or the Company, on behalf of any Seller Indemnified Party, as the case may be (the party seeking such indemnification, the "Indemnified Party"), shall promptly notify the other party or parties hereto (the party or parties from whom

indemnification is sought, the "Indemnifying Party"), and such Indemnifying Party's counsel pursuant to Section 13 herein, in writing (the "Indemnification Notice") of the claim, which writing shall include the facts constituting the basis for such claim, the specific section of this Agreement upon which the claim is based and an estimate, if possible, of the amount of Losses suffered by the Indemnified Party; provided that, the failure to so notify an Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party has been prejudiced thereby. In the event of any such claim for indemnification hereunder resulting from or in connection with any claim or legal proceedings by a third party (a "Third Party Claim"), the Indemnification Notice shall specify, if known, the amount or an estimate of the amount of the Losses arising therefrom and shall attach all correspondence and demands from such third party. Upon receipt of an Indemnification Notice, the Indemnifying Party shall have thirty (30) days from receipt of the Indemnification Notice to object to such claim by delivery of a written notice of such objection to the Indemnified Party specifying in reasonable detail the basis for such objection. The Indemnified Party shall not settle or compromise any Third Party Claim without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld or delayed); provided, however, that if suit shall have been instituted against the Indemnified Party and the Indemnified Party may control the defense of such Third Party Claim pursuant to Section 8.4(a) or if such Indemnified Party waives its right to indemnification hereunder, the Indemnified Party shall have the right to settle or compromise such claim upon giving notice to the Indemnifying Party so long as such settlement expressly and unconditionally releases the Indemnifying Party from all liabilities and obligations with respect to such claim, and does not involve any claims for equitable relief which could be imposed against the Indemnifying Party.

8.4 Defense by the Indemnifying Party.

(a) In connection with any claim (other than as set forth below) which may give rise to indemnity hereunder resulting from or arising out any Third Party Claim, the Indemnifying Party, at the sole cost and expense of the Indemnifying Party, upon written notice given to the Indemnified Party, may assume the defense of any such Third Party Claim. If the Indemnifying Party assumes the defense of any such Third Party Claim pursuant to this Section 8.4(a), the Indemnifying Party shall select counsel reasonably acceptable to the Indemnified Party, to conduct the defense of such Third Party Claim and, at the sole cost and expense of the Indemnifying Party, shall take all steps it deems necessary or appropriate in the defense or settlement thereof; provided that the Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement of a Third Party Claim if (x) pursuant to or as a result of such settlement, injunctive or other equitable relief will be imposed against the Indemnified Party, or (y) if such settlement does not expressly and unconditionally release the Indemnified Party from all liabilities and obligations with respect to such Third Party Claim. If the Indemnifying Party assumes the defense of a Third Party Claim pursuant to this Section 8.4(a), the Indemnified Party shall be entitled reasonably to participate in (but not control) the defense of any such Third Party Claim, with its own counsel and at its own expense. If the Indemnifying Party does not assume the defense of any such Third Party Claim within thirty (30) days after receipt of the Indemnification Notice or such Third Party Claim is seeking equitable remedies which would materially and adversely impact the operation of the Company's business after the Closing: (1) the Indemnified Party may control the defense of such Third Party Claim at the Indemnifying Party's expense in such manner as it may deem necessary or appropriate, on

such terms as the Indemnified Party may deem appropriate, and (2) the Indemnifying Party shall be entitled to participate in (but not control) the defense of such action, with its counsel at its own expense.

(b) The Indemnifying Party and the Indemnified Party shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such claim and furnishing employees of the Indemnified Party as may be reasonably necessary for the preparation of the defense of any such Third Party Claim or for testimony as witnesses in any proceeding relating to a Third Party Claim.

8.5 Payment of Indemnification Obligation. Upon a final determination of an indemnification claim made by the Indemnified Party, whether such final determination is by reason of (i) the mutual agreement of the Indemnifying Party and the Indemnified Party, (ii) a failure of the Indemnifying Party to timely object to an Indemnification Notice, or (iii) a final judgment of a court of competent jurisdiction which is either not subject to any further appeals or the time for giving notice to take such appeals has lapsed and no such notice was filed, then the amount of the Losses stated in such claim or otherwise agreed to or awarded, as the case may be, shall be paid by the Indemnifying Party by payment in cash or by cashier's check or by wire transfer of immediately available funds.

8.6 Survival of Representations. Unless otherwise provided herein, all representations and warranties contained in this Agreement shall survive the Closing for a period of 360 days.

8.7 Tax Treatment of Indemnity Payments.

Any indemnification payments under Section 8 hereof shall be treated for Tax purposes as adjustments to the Purchase Price.

Section 9. - Post-Closing Agreements

9.1 Confidentiality. From and after the Closing, each party agrees to hold in confidence all knowledge and information of a secret or confidential nature with respect to the business of the Company or the Buyer and shall not disclose, publish or make use of the same without the consent of the other party, except to the extent that such information shall have become public knowledge other than by breach of this Agreement or, to the extent such disclosure is necessary in connection with the preparation of tax returns, defense of an indemnification claim or other similar matters contemplated herein. Both parties agree that the remedy at law for any breach of this Section 9.1 would be inadequate and that the other party shall be entitled to injunctive relief in addition to any other remedy it may have upon breach of any provision of this Section 9.1. Notwithstanding the Parties shall comply with Legal Requirements.

9.2 Restrictive Covenant.

(a) The Company covenants and agrees that except in connection with its obligations and ownership in the Agreement, it will not, within a five (5) mile radius of the Business, in any manner, directly or indirectly:

(i) own, manage, control, or work for any other business that competes with Buyer for a period of two (2) years from the Closing Date;

(b) If a judicial determination is made that any provision of Sections 9.1 or 9.2 constitutes an unreasonable or otherwise unenforceable restriction such provision shall be rendered void only to the extent that such judicial determination finds such provision to be unreasonable or otherwise unenforceable. In this regard, the Company hereby agrees that any judicial authority construing this Agreement shall enforce such restrictions to the greatest extent allowable by law.

(c) The Company hereby agrees that any breach or threatened breach by the Company of Sections 9.1 or 9.2 will irreparably injure Buyer and that any remedy at law for any breach or threatened breach by any Company of the provisions of Sections 9.1 or 9.2 shall be inadequate, and that the Buyer shall be entitled to injunctive relief in addition to any other remedy it might have under this Agreement or at law or in equity.

9.3 Cooperation regarding Taxes. The Buyer and Company shall cooperate fully, as and to the extent reasonably requested by any other such party, in connection with the preparation and filing of any Tax Return or amendment thereto and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon any other party's request) the provision of records and information which are reasonably relevant to any such Tax Return or action and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Each such party further agrees, upon request, to use its commercially reasonable efforts to obtain any certificate or other document from any Governmental Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including any Transfer Taxes).

Section 10. - Termination of Agreement; Option to Proceed; Damages

10.1 Termination by the Buyer. During the Financing Period only, this Agreement may be terminated by the Buyer by delivery of a Termination Notice pursuant to Section 12 hereof.

10.2 Termination by Agreement of the Parties. This Agreement may be terminated by the mutual written agreement of the parties hereto. In the event of such termination by agreement, the Buyer shall have no further obligation or liability to the Company under this Agreement, and the Company shall have no further obligation or liability to the Buyer under this Agreement; provided that nothing contained herein shall relieve any party from liability for any breach occurring prior to termination or for any fraud, intentional misrepresentation or willful misconduct.

10.3 Termination by Reason of Breach. This Agreement may be terminated (a) by the Company if at any time prior to the Closing there shall occur a material breach of any of the representations, warranties or covenants of the Buyer or there shall be a failure by the Buyer to perform any condition or obligation hereunder or (b) by the Buyer if at any time prior to the Closing there shall occur a material breach of any of the representations, warranties or covenants of the Company or there shall be a failure of the Company to perform any condition or obligation hereunder; provided that, in the case of either (a) or (b), such material breach or failure to perform (x) is not cured within ten (10) days after receipt by the breaching or non-performing party of written notice thereof from the terminating party.

Section 11. - Brokers

11.1 For the Company. The Company represents and warrants that no Person, firm or corporation has acted in the capacity of broker or finder on the Company's behalf to bring about the negotiation of this Agreement and the Company except Nicholas Orlov of Orlov Company, Inc., agree to indemnify and hold harmless the Buyer against any claims or liabilities asserted against it by any Person acting or claiming to act as a broker or finder on behalf of the Company.

11.2 For the Buyer. The Buyer agrees to pay all fees, expenses and compensation owed to any other Person, firm or corporation who has acted in the capacity of broker or finder or advisor (legal or otherwise) on its behalf to bring about the negotiation of this Agreement. The Buyer agrees to indemnify and hold harmless and the Company against any claims or liabilities asserted against it by any Person acting or claiming to act as a broker or finder on behalf of the Buyer.

Section 12. - Notices.

Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally, by facsimile followed promptly by written confirmation or sent by overnight courier, registered or certified mail, postage prepaid, addressed as follows or to such other address of which the parties may have given notice:

To the Company: Clubhouse, Golf and Entertainment, LLC
500 Clark Road
Tewksbury, MA 01876

With a copy to: Roark & Mansur Law, PLLC
229 Billerica Road,
Chelmsford, MA 01824
E-mail: dmansur@roarkmansurlaw.com

To the Buyer: Michael Montalto and Armando Perna
11 Acorn Street
Middleton, MA 01949

With a copy to:

Peter J. Caruso II, Esq.
Caruso & Caruso, LLP
68 Main Street
Andover, MA 01810
pcarusoii@carusondcaruso.com

Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally or by facsimile, (b) on the next Business Day, if delivered by overnight courier, or (c) three Business Days after being sent, if sent by registered or certified mail.

Section 13. - Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Buyer, on the one hand, and the Company, on the other hand, may not assign their respective obligations hereunder without the prior written consent of the other party.

Section 14. - Entire Agreement; Amendments; Attachments

(a) This Agreement, all Schedules and Exhibits hereto, and all agreements and instruments to be delivered by the parties pursuant hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties.

(b) This Agreement may not be amended or modified except by an instrument in writing signed by all the parties hereto.

(c) If the provisions of any Schedule or Exhibit to this Agreement are inconsistent with the provisions of this Agreement the provisions of this Agreement shall prevail. The Exhibits and Schedules attached hereto or to be attached hereafter are hereby incorporated as integral parts of this Agreement.

Section 15. - Severability

Any provision of this Agreement, which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such

jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

Section 16. - Expenses.

The Buyer will pay all fees and expenses incurred by it in connection with the transactions contemplated hereunder and the Company will pay all fees and expenses incurred by the Company in connection with the transactions contemplated hereunder.

Section 17. - Access

During the period commencing on the date of this Agreement and continuing through the Closing, each Seller, upon reasonable prior notice from Buyer to Seller, will afford to Buyer and its representatives, at all reasonable times during normal business hours, full and complete access to the property under the supervision of representatives of the Seller. Access shall be limited to three (3) times prior to the Closing Date. .

Section 18. - Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Each of the parties hereto hereby consents and submits themselves to the sole and exclusive jurisdiction and venue of the state and federal courts located in Massachusetts for the purpose of litigating any claim related hereto. Further, each of the parties hereto (x) consents to service of process by registered mail at the address to which notices are to be given pursuant to this Agreement, (y) hereby waives any claims with respect to venue, inconvenient forum and personal jurisdiction and (z) acknowledges and agrees that its or his submission to jurisdiction and its or his consent to service of process by mail is made for the express benefit of the other parties hereto.

Section 19. - Section Headings

The section headings are for the convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

Section 20. - Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document. Facsimile and 'pdf' signatures shall be sufficient for the execution of this Agreement.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of and on the date first above written.

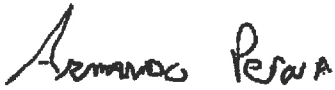
CLUBHOUSE, GOLF AND ENTERTAINMENT, LLC

By: _____
Name: Wayne E. Pasanen
Title: Manager

BUYER

 10 / 05 / 2023

Name: Michael Montalto

 10 / 05 / 2023

Name: Armando Perna

Disclosure Statement

The section and subsection numbers of the Schedules in the Disclosure Schedule correspond to the section and subsection numbers in the Asset Purchase Agreement by and between the Buyer and the Company, dated as of the date hereof (the "Agreement"). Capitalized terms used in the Disclosure Schedule but not otherwise defined herein shall have the same meanings ascribed to such terms in the Agreement.

Any matter disclosed in any section or subsection of the Disclosure Schedule shall qualify (a) the corresponding section and subsection of the Agreement and (b) other sections and subsections of the Agreement where the applicability of the disclosure is reasonably apparent, without reference to extrinsic documentation other than the Agreement.

The inclusion in the Disclosure Schedule of any item or information shall expressly not be deemed to constitute an admission, or otherwise imply, that any such item or information is material or creates a measure of materiality for the purposes of the Agreement and the transactions contemplated thereby.

Schedule 1.1(a)(ii)

Personal Property

Schedule 1.1(a)(iii)

Assumed Contracts

1. About Golf Simulators (Yearly Contract -

Schedule 1.1(a)(vi)

Telephone Numbers and Website

978-539-8725

www.theclubhousege.com

Schedule 1.1(b)

Excluded Assets

Schedule 2.7(a)

Leases

Lease Agreement dated March 31, 2011 by and between, LRB Middleton LLC and OptiGolf New England LLC, now The Clubhouse, Golf and Entertainment, LLC, for the premises located at 216-22- South Main Street, Middleton, MA and 222 South Main Street, Middleton, MA, as amended by a First Amendment dated April 15, 2015 and a Second Amendment dated June 12, 2023.

Schedule 2.11(b)
List of Business Employees

CORPORATE RESOLUTION

CORPORATE VOTE

The Board of Directors or LLC Managers of

The Clubhouse Golf and Entertainment LLC

Entity Name

duly voted to apply to the Licensing Authority of

Middleton

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

10/23/2023

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Michael Montalto

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Eric Karpinski

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,



Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

Michael Montalto

(Print Name)

(Print Name)

PROOF OF US CITIZENSHIP

(on file)

LOAN DOCUMENTS

Joe/open/lic./liquor license &exhibit header sheets



Proposal of Terms & Conditions

October 20, 2023

Michael Montalto
Armando Perna
AMMP Ventures, LLC

Via email: armando.perna@comcast.net; montalto.michael@gmail.com

Dear Messrs. Montalto & Perna:

Thank you for the opportunity to discuss the financing need for Business Acquisition Loan. The following is a proposal of terms and conditions for your review and further discussion. *Please understand that the following is not a commitment to lend, but rather an indication of the Bank's willingness to pursue this financing opportunity, and a request for additional supporting information which may be needed to further underwrite the request and obtain a formal lending approval from the Bank.*

BORROWER: AMMP Ventures, LLC or other legal entity

GUARANTORS: Michael Montalto & Armando Perna
Turtle Crossing, LLC

PURPOSE: Purchase the assets of Clubhouse, Golf and Entertainment, LLC

TYPE: Term Loan

LOAN AMOUNT: \$720,000

COLLATERAL: A perfected first security interest in all business assets of the borrower and an assignment of the Liquor License.

The guarantee of Turtle Crossing to be secured by a 1st commercial real estate mortgage on 248 Newbury Road, Rowley, MA.

LOAN TERM: 10 Years, (120 Months).

INTEREST RATE: 8.50% fixed

REPAYMENT: Payments on an annual basis will be required to fully amortize the loan over 10 years. Payments of interest only will be required during the months of May, June, July and September of each year that the loan is outstanding. Annual

The information contained herein is confidential and/or privileged. It is to be used by the intended recipient only. Use of the information contained herein by anyone other than the intended recipient is strictly prohibited.

principal payments along with the required interest payments will be paid monthly over the course of the remainder of the year.

**PREPAYMENT
PENALTY:**

None

ADVANCES:

The loan will be fully advanced at acquisition.

**FINANCIAL
REPORTING:**

Borrower and Guarantors to provide annual financial reporting, including but not limited to tax returns and personal financial statements.

LOAN COVENANT:

The loan will be subject to a covenant requiring that the cash flow of the borrower generates sufficient funds to meet debt service at a 1.2x to 1 ratio. The covenant will be tested on an annual basis using the tax returns that are completed on behalf of the borrower. The first review will be based on the 2023 tax returns.

**DEPOSITORY
ACCOUNTS:**

Borrower to open and maintain the main operating account of the borrowing entity, for the life of the loan at The Savings Bank while the loan is outstanding.

INSURANCES:

Borrower to provide satisfactory evidence of property hazard insurance (to include fire and extended coverage), in an amount sufficient to cover Lender debt, endorsed with the Lender as loss payee, and delivered to the Lender prior to closing. Satisfactory evidence of General Liability Coverage naming each borrowing entity as an Insured for not less than \$1,000,000 and delivered to the Lender prior to closing.

**ORGANIZATIONAL
DOCUMENTS:**

Subject to TSB's receipt and review of Borrower's organizational documents, satisfactory in form and substance to Lender and Lender's counsel.

APPLICATION:

Subject to TSB's receipt of a complete application package, including financials for review and underwriting. The Loan Officer has most documents required to provide an approval of the loan.

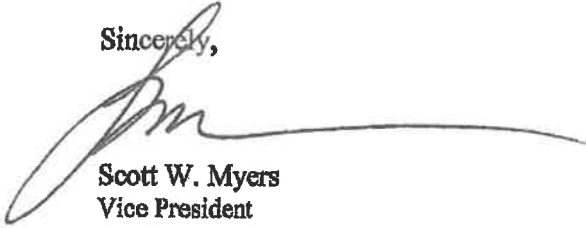
If you have any questions, comments or concerns please reach out to me. I can be reached by phone at 781.486.5232, or by email at smyers@tsbdirect.bank.

The terms outlined above are valid for 7 days from the date of issue. If the terms above are acceptable, kindly sign where indicated below and forward to my attention.

Thank you for considering The Savings Bank for this financing opportunity. I look forward to working with you on this and future business.

The information contained herein is confidential and/or privileged. It is to be used by the intended recipient only. Use of the information contained herein by anyone other than the intended recipient is strictly prohibited.

Sincerely,



Scott W. Myers
Vice President
Commercial Banking Group

Accepted by:

Borrower

Michael Montalto, Member Date

Armando Perna, Member Date

Guarantors:

Turtle Crossing, LLC

Michael Montalto, Member Date

Armando Perna, Member Date

Michael Montalto

*The information contained herein is confidential and/or privileged. It is to be used by the intended recipient only.
Use of the information contained herein by anyone other than the intended recipient is strictly prohibited.*

Michael Montalto, Individually

Date

Armando Perna

Armando Perna, Individually

Date

*The information contained herein is confidential and/or privileged. It is to be used by the intended recipient only.
Use of the information contained herein by anyone other than the intended recipient is strictly prohibited.*

LEASE AGREEMENT
AND/OR LEASE AND ASSIGNING
DOCUMENTS

ASSIGNMENT OF AND AMENDMENT TO LEASE

AGREEMENT, made this ____th day of November 2023, by and between LRB Middleton, LLC, a Massachusetts limited liability company with an address of 22 Meadowview Road, Melrose, MA 02176 (hereinafter called the "LESSOR"), The Clubhouse Holf & Entertainment, LLC, a Massachusetts limited liability company with an address of 500 Clark Road, Suite 1, Tewksbury, MA 01876 (hereinafter referred to as the "LESSEE"), and AMMP Ventures, LLC, a Massachusetts corporation with an address of 103 Homestead Circle, Hamilton, MA 01982 (hereinafter referred to as the "ASSIGNEE").

WHEREAS, the LESSOR and LESSEE entered into a Lease ("Lease") for the premises known and numbered as 216-220 South Main Street, Middleton, MA 01949 and 222 South Main Street, Middleton, MA 01949 (the "Premises"), by Second Amendment to Lease dated March 31, 2011; and

WHEREAS, the LESSOR and LESSEE entered into a Second Amendment to Lease ("Lease Amendment") for the premises known and numbered as 216-220 South Main Street, Middleton, MA 01949 and 222 South Main Street, Middleton, MA 01949 (the "Premises"), by Second Amendment to Lease dated June 12, 2023; and

WHEREAS, the term of the Lease Amendment is for a period of three (3) year(s) from November 1, 2023 through October 31, 2026; and

WHEREAS, the LESSEE is desirous of assigning the Lease and Lease Amendment to the ASSIGNEE for the continued use of the Premises, and

WHEREAS, the LESSOR consents to the assignment of the Lease and Lease Amendment upon the following terms and conditions:

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other valuable consideration paid by each party to the other, the parties hereto agree as follows:

1. The LESSEE assigns all of their right, title and interest as LESSEE in the Lease and Lease Amendment to the ASSIGNEE and the LESSOR hereby consents to the assignment of the Lease and Lease Amendment by the LESSEE to the ASSIGNEE. The ASSIGNEE accepts such assignment and agrees to perform all of the obligations of the LESSEE under the Lease and Lease Amendment including the payment of all rent and other charges under the Lease and Lease Amendment.

2. The LESSOR and LESSEE hereby represent that the Lease and Lease Amendment between LESSOR and LESSEE currently remains in full force and effect and that neither party is in default at the present time or in violation of any of the terms and conditions of the Lease.

3. Simultaneous with ASSIGNOR's execution hereof, ASSINGOR shall pay to LESSOR an amount to be determined but not to exceed \$1,500.00 to reimburse LESSOR for attorney's fees associated with this matter.

4. LESSEE hereby represents and warrants to LESSOR that LESSEE (i) has full power and authority to assign the Premises to ASSIGNEE, (ii) has not transferred or conveyed its interest in the Lease and Lease Amendment to any person or entity collaterally or otherwise, and (iii) has not assigned for security purposes or otherwise, pledged, mortgaged, hypothecated or granted any security interest in, and will not assign (for security purposes or otherwise), pledge, hypothecate or grant any security interest in the Lease and/or Lease Amendment, the rents and other sums payable thereunder, any security deposit, guaranty or letter of credit provided in connection therewith or any other rights related thereto. ASSIGNEE hereby represents and warrants to LESSOR that ASSIGNEE has full power and authority to enter into and perform its obligations under the Lease and Lease Amendment.

3. LESSOR, ASSIGNEE and LESSEE understand and agree that this Assignment does not modify, or otherwise alter the terms and conditions and covenants of the Lease between the LESSOR and LESSEE dated October 1, 2021, except as set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of November, 2023.

LESSOR

LRB Middleton, LLC
22 Meadowview Road
Melrose, MA 02176

ASSIGNEE

AMMP Ventures, LLC
103 Homestead Circle
Hamilton, MA 01982

By: By:
Its: Manager
Duly Authorized

Its: Manager
Duly Authorized

LESSEE

The Clubhouse Golf & Entertainment, LLC
500 Clark Road
Tewksbury, MA 01876

By:
Its: Manager
Duly Authorized

SECOND AMENDMENT TO LEASE OF
LRB MIDDLETON LLC AND OPTIGOLF NEW ENGLAND, LLC

The terms of the lease agreement between the LRB Middleton LLC and OPTIGOLF NEW ENGLAND LLC, now The CLUBHOUSE GOLF & ENTERTAINMENT, LLC originally dated March 31, 2011 are hereby amended as follows:

ARTICLE I

Reference, Data and Exhibits

Section 1.1 Data.

DATE: June 12, 2023

LANDLORD:

LRB MIDDLETON LLC
22 MEADOWVIEW ROAD
MELROSE, MA 02176

TENANT:

THE CLUBHOUSE GOLF & ENTERTAINMENT LLC
500 CLARK ROAD, SUITE 1
TEWKSBURY, MA 01876

DEMISED PREMISES:

SPACE 1 -

Approximately 7,125 square foot space
and use of adjoining parking lot,
located at 216-220 South Main
Street, Middleton, MA 01949.

SPACE 2 -

Approximately 4,800 square foot space
and use of adjoining parking lot,
located at 222 South Main Street, Middleton, MA 01949.

TERM:

SPACES 1 & 2

Three (3) years, together with the option to extend the term of the Lease for three (3) further **OPTION TERMS** of Five (5) years, conditional upon there being no material default by Tenant at the time of exercise of such option for which Landlord is then entitled to terminate this Lease.

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Second Amendment to Lease of LRB Middleton LLC And OPTIGOLF NEW ENGLAND dated March 31, 2011

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PTO

TERM COMMENCEMENT DATE:

SPACES 1 & 2

The Term and base rent shall commence on November 1, 2023 and end on October 31, 2026. New NNN Expenses rate shall commence May 1, 2023. NNN expenses rates are currently \$1.90 p.s.f. for real estate taxes, \$0.87 p.s.f. for insurance, and \$1.48 p.s.f. for CAM for a total of \$4.25 p.s.f. or \$4223.44 monthly in addition to base rent.

ANNUAL BASE RENT:

All rent under the terms and provisions of this lease will be due and payable monthly on or before the first day of each month, in advance.

Minimum annual rent during the **first term** shall be as follows:

SPACES 1 & 2

The base rent for the **Years 1 & 2** of the term shall be \$12.76 p.s.f NNN or \$152,163.00 annually payable at \$12,680.25 per month.

The base rent for the **Year 3** of the term commencing on November 1, 2025 shall be \$14.80 p.s.f NNN or \$176,490.00 annually payable at \$14,707.50 per month.

Minimum annual rent during the **First Option Term** shall be as follows:

The Minimum Annual Rent for the **Years 4 to 8** of the term commencing on November 1, 2026 shall be \$17.01 NNN p.s.f NNN or \$202,844.25 annually payable at \$16,903.69 per month.

Minimum annual rent during the **Second Option Term(s)** shall be as follows:

The Minimum Annual Rent payable by Tenant during the FIVE (5) YEAR OPTION term commencing November 1, 2031 and ending October 31, 2036 shall be \$19.96 NNN or \$238,023.00 annually payable at \$19,835.25 per month.

Minimum annual rent during the **Third option term(s)** shall be as follows:

The Minimum Annual Rent payable by Tenant during the FIVE (5) YEAR OPTION term commencing November 1, 2036 and ending October 31, 2041 shall be \$24.28 NNN or \$289,539.00 annually payable at \$24,128.25 per month.


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PTO

ARTICLE II.

Leased Premises, Term and Option To Extend

Section 2.1 Leased Premises.

The landlord hereby LEASES to the Tenant the demised premises consisting of approximately 11925 square feet in the building located at 210-224 South Main Street, Middleton, Massachusetts, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the store premises owned by the Landlord, being Units 218-220 and Unit 222 extending to the center line of the interior partition walls and to the exterior faces of any exterior walls of the building, together with the appurtenances specifically granted in this Lease, but reserving and excepting to the Landlord the use of the exterior walls (other than store fronts), the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Leased Premises in locations which will not materially interfere with the Tenant's use thereof and serving other parts of the building.

Tenant shall have the right to use, as a right appurtenant to and part of the premises, for itself, its guests, invitees and others, all common areas and common facilities of the building and property located at 210-224 South Main St., Middleton, MA, including, without limitation parking spaces consistent with the provisions of Section 4.1, driveways, walkways, service areas and the like.

Tenant shall have the right to claim up to 575 gallons of the capacity of the existing septic system.

Section 2.2 Term.

TO HAVE AND TO HOLD for a term of **three (3) years**, commencing

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WEP

Second Amendment to Lease of LRB Middleton LLC And OPTIGOLF NEW ENGLAND dated March 31, 2011

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PTO

upon November 1, 2023 and ending on October 31, 2026.

So long as Tenant continues to occupy and use the premises as an indoor golfing and recreation center, Landlord herein grants to tenant the option to extend the term of this lease for three (3) separate consecutive additional periods (herein called Option/Extension Term) of five (5) years, on the same terms and conditions as set forth in this lease for the original term and this Second Addendum, except that the minimum rent during the option periods shall be as set forth in Section 3.4 of Article III.

Said options shall be exercised by Tenant giving notice to the Landlord, in writing, by Certified Mailing, return receipt requested, at least one hundred eighty (180) days before the expiration of the original term or any Extension Period. The exercise by Tenant of any such option shall be conditioned upon there being no existing material event of Default as set forth in Section. 10.1 for which Landlord is entitled to terminate this lease.

ARTICLE III

Rent, Its Determination and Method of Payment

Section 3.4. Minimum Rent During Option Terms.

In the event the Tenant exercises the option to extend as herein granted, minimum annual base rent during the five-year **Option Term(s)** shall be as follows:

Minimum annual rent during the **First Option Term** shall be as follows:

The base rent for the **Years 4 to 8** of the term commencing on November 1, 2026 shall be \$17.01 NNN p.s.f NNN or \$202,844.25 annually payable at \$16,903.69 per month.

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Second Amendment to Lease of LRB Middleton LLC And OPTIGOLF NEW ENGLAND dated March 31, 2011

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PTO

Minimum annual rent during the **Second Option Term(s)** shall be as follows:

The Minimum Annual Rent payable by Tenant during the FIVE (5) YEAR OPTION term commencing November 1, 2031 and ending October 31, 2036 shall be \$19.96 NNN or \$238,023.00 annually payable at \$19,835.25 per month.

Minimum annual rent during the **Third option term(s)** shall be as follows:

The Minimum Annual Rent payable by Tenant during the FIVE (5) YEAR OPTION term commencing November 1, 2036 and ending October 31, 2041 shall be \$24.28 NNN or \$289,539.00 annually payable at \$24,128.25 per month.

Section 3.5 Escalation Upon Assignment/Change of Use.

If at any time during a lease period the premises cease to be occupied by Tenant and Landlord grants permission to sublease or assign the premises to any other entity or person for use as anything other than an indoor golf or other similar sports recreation facility, Tenant and Landlord agree that as a condition of such assignment, the base rent due for the premises for the remainder of the current term and any remaining option terms shall increase by ten (10) percent.

ARTICLE XI

Miscellaneous Provisions

Section 11.8 Advanced Rent.

Landlord acknowledges receipt from the Tenant of **ten thousand six hundred and eighty-seven dollars and fifty cents (\$10,687.50)**, said monies plus the **\$5343.75** reservation deposit already paid with the Letter of Intent shall constitute advanced rent for **Space 1**. Landlord further acknowledges receipt from the Tenant of **twelve thousand dollars (\$12,000.00)** which shall constitute advanced rent for **Space 2**. All Advanced Rent shall be applied on account of such rent as may be due from the Tenant for the 1st month's rent and the last two

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months' rent of the tenancy. Said monies are to be held by the Landlord as his property in his sole discretion, without interest to the Tenant, and shall be recognized and applied by the Landlord, his assigns and successors, on behalf of the Tenant as herein stated as long as the tenant is not then in default of the terms and provisions of this lease. However, in the event that Tenant shall exercise the option to extend said lease for the option term(s), then said advanced rent shall be applied on account of such rent as may be due to Landlord for the last two months of said option period.

Section 11.18 Conditions on Tenant Improvements

In making improvements and use of the premises, Tenant shall not install any golf booths along the demising wall with Middleton Family Dental unless it ensures that sufficient wall protection and soundproofing is installed to prevent golf ball penetration into the adjacent space and to prevent any unreasonable noises from the use of such booths from being heard within Middleton Family Dental.

In addition, Tenant shall take all necessary steps to adequately soundproof the space so as not to interfere with Celebration Church's or Middleton Family Dental's quiet enjoyment of the adjacent space. In its sole discretion, the Landlord may prohibit any entertainment or other use that involves unreasonably loud noises which interfere with the quiet enjoyment of any of the other building tenants.


WEP

Second Amendment to Lease of LRB Middleton LLC And OPTIGOLF NEW ENGLAND dated March 31, 2011


PTO

Section 11.19 Incorporation of Amendment, Survival of Lease Terms

This Second Amendment shall be binding upon the Landlord and Tenant and incorporates and sets forth herein the entire agreement between the parties regarding the lease extension. Any prior conversations or writings regarding this amendment are merged herein and extinguished. Unless specified to the contrary within the language of a section of the lease as amended by the terms of this Second Amendment, the LRB Middleton LLC and The Club House Golf and Entertainment LLC agree that all other terms of the original lease agreement between the LRB Middleton LLC and Optigolf New England LLC dated March 31, 2011 remain in full force and effect for the demised premises.

Section 11.20 Release of Personal Guaranty of Wayne Pasanen

The Personal Guaranty of Wayne Pasanen, M.D. on this lease shall be automatically released upon the expiration of the first year of the Term on October 31, 2024 at 11:59PM unless Tenant has been in default during the first year of the term. In the event Tenant defaults at any time during the first year of the term and said default is not cured within thirty (30) days, the Personal Guaranty of Wayne Pasanen, M.D. shall not expire and shall then continue uninterrupted for the remainder of the current term, and shall also continue for any remaining Option

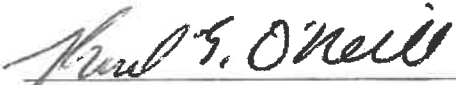
WEP
WEP

Second Amendment to Lease of LRB Middleton LLC And OPTIGOLF NEW ENGLAND dated March 31, 2011

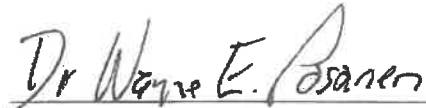
PTO
PTO

Terms, if exercised. Upon assignment of the Lease or transfer of the business, Landlord reserves the right to require the personal guaranty of any and all owners of the assignee and the terms of Section 11.16 shall apply to all such guarantors.

WITNESS our hands and seals on this 12th day of June, 2023.



Paul T. O'Neill, Manager of the
LRB Middleton, LLC and
Not Individually, LANDLORD



Dr. Wayne E. Pasanen, Member
The Clubhouse Golf and
Entertainment, LLC
and Not Individually, TENANT

FLOORPLAN

FFL F=1 (2260)	FFL F=1 (1875)	FFL F=1 (1875)	FFL F=1 (1875)	FFL F=1 (1875)	30
VACANT	75	75	75	75	75
VACANT	25	25	25	25	25
VACANT BLOCK					25
WOODY'S PLACE					20
CELEBRATION CHURCH					5
					17
					26
					18
					74
					100
					FFL F=1 (14932) OPTI GOLF
					26
					26
					19
					57
					FFL F=1 (180)
					39
					MIDO FAM DE
					124

SERVER TRAINING DOCUMENTATION



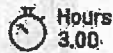
CERTIFICATE OF COMPLETION

This certifies that

Eric Karpinski

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Completion Date
11/15/2022



Expiration Date
11/14/2025



Certificate #
ON-000927180120

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

our official TIPS certification card. Carry it with you as proof of your TIPS certification.

ions!

certifies that you have successfully completed the
ng for Intervention Procedures) program. We value
pation and dedication to the responsible sale,
consumption of alcohol.

e techniques you have learned, you will help to
safer environment for your patrons, peers, and
rid reduce the tragedies resulting from intoxication,
inking, and drunk driving.

any information you think would
TIPS program, or if we can assist you
lease contact us at 800-438-8477.

ID #: 27180120

Name: Eric Karpinski

Exam Date: 11/15/2022

Expiration Date: 11/14/2025



TIPS On-Premise

CERTIFIED

Issued: 11/15/2022

Expires: 11/14/2025

ID #: 27180120

Eric Karpinski
220 South Main Street
Middleton MA 01949



EXHIBIT A

Joe/open/lic./liquor license & exhibit header sheets

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 001702070

[Request certificate](#)

[New search](#)

Summary for: AMMP VENTURES LLC

The exact name of the Domestic Limited Liability Company (LLC): AMMP VENTURES LLC		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number: 001702070		
Date of Organization in Massachusetts: 09-21-2023		
Date of Revival:		
Last date certain:		
The location or address where the records are maintained (A PO box is not a valid location or address):		
Address:		
City or town, State, Zip code, HAMILTON, MA 01982 USA		
Country:		
The name and address of the Resident Agent:		
Name: MICHAEL MONTALTO		
Address:		
City or town, State, Zip code, HAMILTON, MA 01982 USA		
Country:		
The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	MICHAEL MONTALTO	01982 USA USA
MANAGER	ARMANDO PERNA	01982 USA USA
In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:		
Title	Individual name	Address

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

Title	Individual name	Address
REAL PROPERTY	MICHAEL MONTALTO	01982 USA USA
REAL PROPERTY	ARMANDO PERNA	01982 USA USA

**Consent Confidential Merger
Data Allowed Manufacturing**

View filings for this business entity:

ALL FILINGS
Annual Report
Annual Report - Professional
Articles of Entity Conversion
Certificate of Amendment

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

MUNICIPAL FORMS



Town of Middleton

Memorial Hall

48 South Main Street

Middleton, Massachusetts

01949-2253

978-777-3617

www.middletonma.gov

Common Victualler/General License Application

ALL QUESTIONS MUST BE ANSWERED AND A TELEPHONE NUMBER PROVIDED

1. Licensee Name: AMMP Ventures, LLC
2. Name of Manager: Eric Karpinski
3. Social Security Number/FID Number: _____
4. Business Address: 216-220 South Main Street
5. Home Address: _____
6. Telephone Numbers (Please provide all numbers by which you can be reached):
Business Phone: 978-539-8725
Cell Phone: 978-434-7043
Home Phone: _____
7. Email Address: eric.karp@theclubhousege.com
8. Registered Voter? X Yes ____ No
9. Are you a U.S. Citizen? X Yes ____ No
10. Court and Date of Naturalization (if applicable) _____
(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)
- 10a. Where? _____
11. Identify your criminal record: (Massachusetts/Any other state/Federal): Have you had any arrests or appearance in a criminal court or have you been charged with a criminal offense regardless of final disposition; (Must check either Yes or No)
 Yes X No

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

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

General Manager / Director of Operations of The Clubhouse Golf and Entertainment, LLC
From February, 2014 - Present. I have been the Manager of Record at this location
for several years, with no violations.

13. List all employment for the last five years:

General Manager / Director of Operations of The Clubhouse Golf and Entertainment
From February 2014- present.

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

15. Days and Hours of Operation: Monday - Sat. 10:00AM - 10:00PM; Sun 11:00AM - 8:00PM

16. Seating Capacity: 38

17. Do you own or lease premises? Own X Lease

17a. If Leased, From Whom? LRB Middleton, LLC

17b. Terms of Lease? Lease Term: 11/1/2023 - 10/31/2026 / Rent: \$12,680.25/mo
(Please provide a copy of lease agreement)

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

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

Michael Montaño
Printed Name of Owner

By:  Date: 10/27/23
(Signature)

Town of Middleton, Massachusetts
Revenue Enforcement and Protection Certification (REAP)

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

Name of Company: THE CLUBHOUSE GOLF + ENTERTAINMENT

Address: 216-220 SOUTH MAIN ST. MIDDLETON MA 01949

Title of Person Signing: OWNER

Signature of Individual or Corporate Name: 

Printed Name of Above: MICHAEL MONTALTO

Contact Telephone Number: 978-828-3383

Date: 10/27/23

Social Security Number or Federal Identification Number: -

Email Address: montalto.michael@gmail.com



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-777-3617
www.middletonma.gov

Application for Entertainment License

Section 1: Applicant information: New _____ Transfer X Other _____

Name of Owner (Licensee): AMMP Ventures, LLC

Owner is a: Corporation _____ Association _____ Partnership _____ LLC X

Sole Proprietor (i.e. individual) _____ Non-Profit Corporation _____

Owner's Address: _____

Street Address (no P.O. Boxes), City, State and Zip Code

Telephone 978-828-3383 Mobile or Other 978-828-3383

FID/SS No. of Owner (Licensee): 1

Business Name (DBA name, if different from owner): The Clubhouse Golf and Entertainment

Address of Premises: 216-220 South Main Street, Middleton, MA 01949

Telephone of premises: 978-828-3383

Manager of Record: Eric Karpinski

Manager's Telephone 978-434-7043

Section 2: Person (attorney if applicable) who may be contacted concerning this application

Name: Tyler Henseler, Esq.

Address: 112 Water St., Boston MA 02109 ; thenseler@ucdlaw.com

Street Address (no P.O. Boxes), City, State and Zip Code

Telephone No.: 6172273277 Cell phone No.: 4012069909

Section 3: Type and number of entertainment devices to be offered (check all that apply):

	Juke Box		Radio		Television
	Dancing by patrons	X	Dancing by entertainers		Recorded Music
	Live Music	X	Amplification System		Play
	Moving Picture Show		Floor Show		Light Show
	Theatrical Exhibition				
X	any other dynamic audio or visual show, whether live or recorded (please specify) disc jockey and live musical instruments/ vocalists with amplification ; Golf Simulators on projection screens				

Section 4: Please list the hours that Entertainment will be offered.

	OPEN	CLOSE
MONDAY	10:00AM	12:00AM
TUESDAY	10:00AM	12:00AM
WEDNESDAY	10:00AM	1:00AM
THURSDAY	10:00AM	1:00AM
FRIDAY	10:00AM	1:00AM
SATURDAY	10:00AM	1:00AM
SUNDAY	10:00AM	12:00AM

Section 5: Fees (check or online at UniPay <https://unipaygold.unibank.com/customerinfo.aspx>)

Checks made payable to: **Town of Middleton**

Entertainment License	\$10.00 per license
-----------------------	---------------------

Licenses are \$10 for an annual renewal every November.

Section 6: Has the Corporate applicant paid all due and owing Massachusetts Taxes?

Yes ☒ No ☐ Explain: _____

Section 7: Please include floor plan showing exact location for requested entertainment devices.

License Name AMMP, LLC

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

By  Date 10/27/23
(Manager/Owner Signature)

DEMAKIS LAW OFFICES, P. C.

— REDACTED
Nov 28

8

GREGORY C. DEMAKIS
THOMAS C. DEMAKIS
SANDOR RABKIN
JOHN M. MOORADIAN

56 CENTRAL AVENUE
MIDDLETON, MASSACHUSETTS 01901
TEL. (781) 595-3311
FAX (781) 592-4990
www.demakislaw.com



November 8, 2023

Deb Mahoney
Middleton Select Board
48 S. Main Street
Middleton, MA 01949

RE: Change of Officer/Director and Stock Transfer application for an Annual All Alcoholic Beverages License of Mahin Corporation d/b/a Dave's Liquors, 170 N. Main Street, Middleton, MA

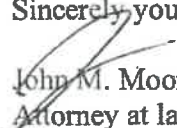
Dear Ms. Mahoney:

Enclosed please find the following documents with regard to the above-referenced application:

- 1) DOR and DUA Certificates for Mahin Corporation.
- 2) ABCC Online Application Forms, including:
 - a. Monetary Transmittal Form with Proof of ABCC Payment.
 - b. Multiple Amendment Retail Application.
 - c. Applicant's Statement.
 - d. CORI Forms
- 3) Corporate Resolution authorizing the President, Samirkumar Patel, to apply for the above referenced amendments.
- 4) Corporate Documents – copy of Articles of Organization.
- 5) Sales Agreements - Copy of Stock Purchase and Sale Agreement.
- 6) Proof of Citizenship for the director.
- 7) Source of Funds.

Thank you very much for your time and cooperation. If you have any questions or need additional information, please feel free to call me at extension 105.

Sincerely yours;


John M. Mooradian
Attorney at law

Enclosure

DOR/DUA CERTIFICATES



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1382295328
Notice Date: November 3, 2023
Case ID: 0-002-232-242



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MAHIN CORPORATION
170 N MAIN ST
MIDDLETON MA 01949-1632

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, MAHIN CORPORATION is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

MAHIN CORPORATION
170 N MAIN ST
MIDDLETON MA 01949-1632

Date: November 6, 2023
Letter ID: L0000253024
Employer ID (FEIN): XX-XXX1339

Certificate ID: L0000253024

The Department of Unemployment Assistance certifies that as of 03-Nov-2023, MAHIN CORPORATION is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?
Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750

APPLICATION



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for:

☐ **CHANGE OF CATEGORY**

\$200 fee via [ABCC website](#) and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Category Application
Vote of the Entity Board
Advertisement*
Abutter's Notification*

☐ **CHANGE OF LICENSE TYPE**

\$200 fee via [ABCC website](#) and Payment Receipt
Monetary Transmittal Form
Change of License Type Application
Vote of the Entity Board
Advertisement*

CHANGE OF CORPORATE STRUCTURE



\$200 fee via [ABCC website](#) and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Corporate Structure Application
Vote of the Entity Board
Business Structure Documents
If Sole Proprietor, Business Certificate
If partnership, Partnership Agreement
If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

CHANGE OF CLASSIFICATION



\$200 fee via [ABCC website](#) and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Classification Application
Vote of the Entity Board
Abutter's Notification*
Advertisement*



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☒ **CHANGE OF OFFICERS/DIRECTORS/LLC MANAGERS**

\$200 fee via ABCC website and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form must be *notarized with a stamp or raised seal*.

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

☐ **CHANGE OF OWNERSHIP INTEREST (e.g. LLC Members, LLP Partners, Trustees etc.)**

\$200 fee via ABCC website and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Financial Statement

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form must be *notarized with a stamp or raised seal*.

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

Purchase and Sale Agreement

Supporting Financial Records

Advertisement*

☒ **CHANGE OF STOCK INTEREST (e.g. New Stockholders or Transfer or Issuance of Stock)**

\$200 fee via ABCC website and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Financial Statement

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form must be *notarized with a stamp or raised seal*.

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

Purchase and Sale Agreement

Supporting Financial Records

Advertisement*

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☐ **CHANGE OF CORPORATE NAME OR DBA**

\$200 fee via ABCC website and Payment Receipt (Corporate Name Only)

Monetary Transmittal Form

DOR Certificate of Good Standing (Corporate Name Only)

DUA Certificate of Compliance (Corporate Name Only)

Change of Corporate Name/DBA Application

Vote of the Entity Board

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

☐ **CHANGE OF PLEDGE OF LICENSE, STOCK OR INVENTORY**

\$200 fee via ABCC website and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Pledge of License, Stock or Inventory Application

Vote of the Entity Board

Pledge documentation

Promissory note

CHANGE OF MANAGER

☐ **CHANGE OF MANAGER**

\$200 fee via ABCC website and Payment Receipt

Monetary Transmittal Form

Change of Manager Application

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.

Proof of Citizenship. Passport, birth certificate, voter registration, or naturalization papers will be accepted.



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☐ **CHANGE OF LOCATION**

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board
Supporting financial records
Legal Right to Occupy
Floor Plan
Abutter's Notification*
Advertisement*

☐ **ALTERATION OF PREMISES**

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board
Supporting financial records
Legal Right to Occupy
Floor Plan
Abutter's Notification*
Advertisement*

☐ **MANAGEMENT AGREEMENT**

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Management Agreement Application
Management Agreement
Vote of the Entity Board
CORI Forms for all listed in Section 8A and attachments

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



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

Non-Profit Club's ONLY

e.g. Veteran's Club

☐ **Non-Profit Club CHANGE OF OFFICERS/DIRECTORS**

DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Officers/Directors Application
Vote of the club signed by an approved officer
Business Structure Documents-Articles of Organization from the Secretary of the Commonwealth
Monetary Transmittal Form
\$200 fee via ABCC website and Payment Receipt

☐ **Non-Profit Club CHANGE OF MANAGER**

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Change of Manager Application
Vote of the club signed by an approved officer
CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.
Updated Officers and Directors*
*Please ensure to update your officers and directors *simultaneously* or **PRIOR** to applying for a change of manager. It will be returned with no action taken if the officers and directors do not match ABCC records.
Proof of Citizenship. Passport, birth certificate, voter registration, or naturalization papers will be accepted.



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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR MULTIPLE AMENDMENTS

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

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

90584-PK-0704

ENTITY/ LICENSEE NAME

Mahin Corporation

ADDRESS

170 North Main Street

CITY/TOWN

Middleton

STATE

MA

ZIP CODE

01949

For the following transactions (Check all that apply):

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

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

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 4bad171f-abb7-436d-ad57-6e8fd558f525

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Mahin Corporation	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 11/8/2023 9:57:37 AM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
Mahin Corporation

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
John

Last Name:
Mooradian

Address:
56 Central Avenue

City:
Lynn

State:
MA

Zip Code:
01901

Email Address:
jmooradian@demakislaw.com



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

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Mahin Corporation	Middleton	90584-PK-0704

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

Applicant is seeking 1) Approval of Stock Transfer. Samirkumar Patel (current shareholder) is purchasing all of the shares of stock owned by Kailash Patel. 2) Change of Officer/Director. Remove Kailash Patel as Vice President and Director.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
John M. Mooradian	Attorney	jmooradian@demakislaw.com	781-595-3311

2. AMENDMENT-Change of License Classification

<input type="checkbox"/> Change of License Category	Last-Approved License Category	
All Alcohol, Wine and Malt, Wine Malt and Cordials	Requested New License Category	
<input type="checkbox"/> Change of License Class	Last-Approved License Class	
Seasonal or Annual	Requested New License Class	
<input type="checkbox"/> Change of License Type*	Last-Approved License Type	
i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Requested New License Type	

3. AMENDMENT-Change of Business Entity Information

<input type="checkbox"/> Change of Corporate Name	Last-Approved Corporate Name:	
	Requested New Corporate Name:	
<input type="checkbox"/> Change of DBA	Last-Approved DBA:	
	Requested New DBA:	
<input type="checkbox"/> Change of Corporate Structure	Last-Approved Corporate Structure	
LLC, Corporation, Sole Proprietor, etc	Requested New Corporate Structure	

4. AMENDMENT-Pledge Information

<input type="checkbox"/> Pledge of License	To whom is the pledge being made:	
<input type="checkbox"/> Pledge of Inventory		
<input type="checkbox"/> Pledge of Stock		

5. AMENDMENT-Change of Manager

☐ Change of License Manager

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises Last-Approved License Manager

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* ☐ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

☒ **Change of Officers/Directors** ☐ **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)** ☒ **Change of Stock (E.g. New Stockholder/Transfer or Issuance of Stock)**

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

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

Name of Principal	Residential Address	SSN	DOB
Samirkumar Patel			
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
President, Treasurer, Secretary, Director	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☒ No

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Samirkumar Patel	President, Treasurer, Secretary, Director	90%
Name of Principal	Title/Position	Percentage of Ownership
Kallash Patel	Vice President, Director	10%
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Samirkumar Patel	Section 15	Kallakesh Corporation	Newburyport
Samirkumar Patel	Section 15	Mahin Corporation	Middleton

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
10/2022	Kallakesh Corporation	Newburyport	Sale to minor- warning issued

7. AMENDMENT-Change of Premises Information

☐ **Alteration of Premises:** (must fill out attached financial information form)

7A. ALTERATION OF PREMISES

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage	<input type="text"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

☐ **Change of Location:** (must fill out attached financial information form)

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage	<input type="text"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☐ No

8. AMENDMENT-Management Agreement

☐ **Management Agreement:** (must fill out all pages in section 8)

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 8.

☐ Yes ☐ No

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

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

8A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

8B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 8A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

8. AMENDMENT-Management Agreement

8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 8A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 8A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 8B, 8C or 8D ever been suspended, revoked or cancelled?

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

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

8F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

9. FINANCIAL DISCLOSURE

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):

The stock purchase price is \$20,000

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Samirkumar Patel	\$20,000
Total:	\$20,000

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

The applicant is funding the purchase of the shares of stock via \$20,000 held in personal accounts.

APPLICANT'S STATEMENT

I, Samirkumar Patel the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of Mahin Corporation
Name of the Entity/Corporation

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

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

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

Signature: S.R. Patel

Date: 11-3-2023

Title: President

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Mahin Corporation	CITY/TOWN:	Middleton
---	--	----------------	-------------------	------------	-----------

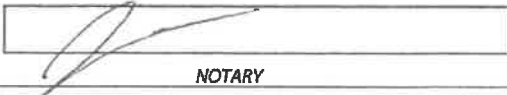
APPLICANT INFORMATION

LAST NAME:	Patel	FIRST NAME:	Samirkumar	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:			
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:		WEIGHT:	
EYE COLOR:					
CURRENT ADDRESS:					
CITY/TOWN:	Marblehead	STATE:	MA	ZIP:	01945
FORMER ADDRESS:					
CITY/TOWN:	Somerville	STATE:	MA	ZIP:	02144

PRINT AND SIGN

PRINTED NAME:	Samirkumar Patel	APPLICANT/EMPLOYEE SIGNATURE:	<i>S. R. Patel</i>
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NOTARY INFORMATION

On this	11-3-2023	before me, the undersigned notary public, personally appeared	Samirkumar Patel
(name of document signer), proved to me through satisfactory evidence of identification, which were		<i>Driver's License</i>	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
			
		NOTARY	

DIVISION USE ONLY

REQUESTED BY:	
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	
<small>The DCIJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCIJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCIJ via mail or by fax to (617) 660-4634.</small>	



CORPORATE VOTE

ENTITY VOTE

The Board of Directors or LLC Managers of

Mahin Corporation

Entity Name

duly voted to apply to the Licensing Authority of

Middleton

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

November 2, 2023

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Samirkumar Patel

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Samirkumar Patel

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

S. R. Patel

Corporate Officer / LLC Manager Signature

Samirkumar Patel

(Print Name)

For Corporations ONLY

A true copy attest,

S. R. Patel

Corporate Clerk's Signature

Samirkumar Patel

(Print Name)

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

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

No Fee

Identification Number: 001650032

1. Exact name of the corporation:

MAHIN CORPORATION

2. Current registered office address:

Agent name: SAMIRKUMAR PATEL

Number and street:

Address 2:

City or town: MARBLEHEAD

State: MA

Zip code: 01945

3. The following supplemental information has changed:

☐ Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name	Address
PRESIDENT	SAMIRKUMAR PATEL	MARBLEHEAD, MA 01945 USA
TREASURER	SAMIRKUMAR PATEL	MARBLEHEAD, MA 01945 USA
SECRETARY	SAMIRKUMAR PATEL	MARBLEHEAD, MA 01945 USA
DIRECTOR	SAMIRKUMAR PATEL	MARBLEHEAD, MA 01945 USA

☐ Fiscal year end:

December 31

☐ Type of business in which the corporation intends to engage:

LIQUOR STORE

☐ Principal office address:

Number and street: 170 N. MAIN STREET

Address 2:

City or town: MIDDLETON State: MA Zip code: 01949
Country: UNITED STATES



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

Number and street: 170 N. MAIN STREET

Address 2:

City or town: MIDDLETON State: MA Zip code: 01949

Country: UNITED STATES

Which is:

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed by SAMIRKUMAR PATEL , its PRESIDENT

on this 8 Day of November, 2023

THE COMMONWEALTH OF MASSACHUSETTS

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

November 08, 2023 09:47 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

PROOF OF CITIZENSHIP

(on file)

PURCHASE AND SALES AGREEMENT

MAHIN CORPORATION

2. Purchase Price. In full consideration of the sale, assignment and transfer of the Shares, Buyer agrees, subject to the terms and conditions of this Agreement, to pay the Seller the sum of \$20,000 in certified funds.

3. Closing. The closing of the purchase and sale of the Shares of the Corporation contemplated by this Agreement (the "Closing") shall take place at Demakis Law Offices, P.C., 56 Central Avenue, Lynn, MA 01901 within ten (10) days after the transfer of the shares has been approved by the Town of Middleton and the Alcoholic Beverage Control Commission or at such other time and place mutually acceptable to Buyer and Seller.

ARTICLE TWO

COVENANTS OF BUYER AND SELLER

Seller covenants to the Buyer as follows, that she has not:

1. Issued or committed to issue any capital stock or any other ownership interest of the Corporation besides the 1,000 Shares, in total, owned by Buyer and Seller.

2. Changed the Articles of Organization or other governing instruments of the Corporation from those appearing in the Office of the Secretary of State of the Commonwealth of Massachusetts.

3. Executed any promissory note or other debt obligation on behalf of the Corporation other than a guaranty of a promissory note payable to Rockland Trust Company.

ARTICLE THREE

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF SELLER

Individual Representations, Warranties and Agreements of the Seller.

Seller represents and warrants:

1. Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement and to perform the Seller's obligations hereunder and that the execution, and performance of this Agreement by the Seller will be, if required, duly and validly authorized and approved by the Board of Directors of the Corporation.
2. Assets of the Corporation. None of the assets of the Corporation currently is subject to any lien or security interest except the liens of Rockland Trust Company, evidenced by an UCC Financing Statement filed with the Commonwealth of Massachusetts Secretary of State as Filing Number 202302475530 and UCC Financing Statement Filing Number 202303475710.
3. Title to the Shares of the Corporation. Seller is the lawful owner of her Shares and the sale will transfer to the Buyer legal and valid title thereto, free and clear of all claims, liens, charges, security interests, pledges, encumbrances of any kind and nature whatsoever except the liens of the Rockland Trust Company referred to above in Article III, paragraph 2.
4. Corporation Records. All of the Corporation's records shall remain with the Buyer at Closing including corporate records, minute books, income or corporate excise tax returns or records relating thereto for at least the past four years, bank records, monthly or annual accounting reports or accounts payable vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals, and other similar books and accounts, for any period or periods prior to the Closing Date.

ARTICLE FOUR

BUYER'S AND SELLER'S OBLIGATIONS. ADJUSTMENTS

Additional Provisions. It is specifically understood and agreed by and between Seller and Buyer as follows:

1. Closing Adjustments. Adjustments to the purchase price, if any, shall be handled by Buyer and Seller outside of closing. The value of the inventory is included in the Purchase Price.
2. Officers and Directors. At Closing, Seller shall resign as Vice President and Director of the Corporation.

ARTICLE FIVE

MISCELLANEOUS

1. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Massachusetts.
2. Counterpart. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto.
3. Severability. Any provision hereof which may prove unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.
4. Notices. All notices under this Purchase and Sale Agreement shall be given by certified mail to Buyer and Seller at the addresses indicated at the beginning of this Agreement. In addition, copies of such notices shall be faxed or e-mailed and addressed to:

In the case of the Buyer to:
Samirkumar Patel
[REDACTED]
Marblehead, MA 01945

In the case of the Seller to:
Kailash Patel

Woburn, MA 01801

5. Representations. All representations and warranties set forth in this Agreement shall survive the Closing.
6. Amendments; Waiver of Condition. This Agreement may be amended only by an instrument in writing signed by each of the parties hereto.
7. Entire Agreement. The provisions contained in this Agreement constitute the entire agreement between the parties hereto.

S. R. Patel
BUYER: Samirkumar Patel

K. R. Patel
SELLER: Kailash Patel

Date: October 30, 2023

PROOF OF FUNDS/LOAN
DOCUMENTATION

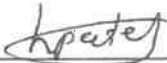
(on file)

AFFIDAVIT IN SUPPORT OF THE LIQUOR LICENSE APPLICATION
OF MAHIN CORPORATION

I, the undersigned, do hereby attest under the pains and penalties of perjury as follows:

- 1) I, Heli Patel, am I signing this affidavit acknowledging Samirkumar Patel's use of monies from bank accounts held jointly by us in the purchase of the stock of Mahin Corporation d/b/a Dave's Liquors located at 170 N. Main Street, Middleton, Massachusetts
- 2) I will have no beneficial interest in this license nor will I exercise any control over the license.
- 3) In making the affirmations contained herein, we reserve my right to contest any determination by the ABCC to the contrary, including any determination regarding the definition of direct or indirect interest under Chapter 138. We make these affirmations to the best of my knowledge and without further investigation.

SWORN TO UNDER OATH AND THE PAINS AND PENALTIES OF PERJURY THIS 2
DAY OF NOVEMBER, 2023.



Heli Patel

AFFIDAVIT IN SUPPORT OF THE LIQUOR LICENSE APPLICATION
OF MAHIN CORPORATION

I, the undersigned, do hereby attest under the pains and penalties of perjury as follows:

- 1) I, Kailashbahen Patel, am I signing this affidavit acknowledging Samirkumar Patel's use of monies from bank accounts held jointly by us in the purchase of the stock of Mahin Corporation d/b/a Dave's Liquors located at 170 N. Main Street, Middleton, Massachusetts
- 2) I will have no beneficial interest in this license nor will I exercise any control over the license.
- 3) In making the affirmations contained herein, we reserve my right to contest any determination by the ABCC to the contrary, including any determination regarding the definition of direct or indirect interest under Chapter 138. We make these affirmations to the best of my knowledge and without further investigation.

SWORN TO UNDER OATH AND THE PAINS AND PENALTIES OF PERJURY THIS 2
DAY OF NOVEMBER, 2023.

K. R. Patel

Kailashbahen Patel

AFFIDAVIT IN SUPPORT OF THE LIQUOR LICENSE APPLICATION
OF MAHIN CORPORATION

I, the undersigned, do hereby attest under the pains and penalties of perjury as follows:

- 1) I, Rakeshkumar A. Patel, am I signing this affidavit acknowledging Samirkumar Patel's use of monies from bank accounts held jointly by us in the purchase of the stock of Mahin Corporation d/b/a Dave's Liquors located at 170 N. Main Street, Middleton, Massachusetts
- 2) I will have no beneficial interest in this license nor will I exercise any control over the license.
- 3) In making the affirmations contained herein, we reserve my right to contest any determination by the ABCC to the contrary, including any determination regarding the definition of direct or indirect interest under Chapter 138. We make these affirmations to the best of my knowledge and without further investigation.

SWORN TO UNDER OATH AND THE PAINS AND PENALTIES OF PERJURY THIS 2
DAY OF NOVEMBER, 2023.

R. A. Patel

Rakeshkumar A. Patel

Name	License Number	Date Signed by Select Board
Alcohol		
Dave's Liquors (Mahin Corporation)	90584-PK-0704	
Fast Freddie's (J & A Convenience Inc)	00039-PK-0704, CV-33, GA-6	
Femcroft Country Club (19th Hole) (SD Management Group LLC)	00013-RS-0704, CV-24, ENT-3	
Mike's Discount Liquors	88926-PK-0704	
Richdale (J & M Convenience Store)	00041-PK-0704, CV-32, GA-2	
Richdale (Middleton Shreeji Inc)	90571-PK-0704, CV-21	
Common Victualer Non-Alcohol		
Dunkin Donuts (RPD Donut Inc)	CV-11	
Dunkin Donuts (In Sports LLC)	CV-58	
Lisha & Nirali Fuel Inc. DBA US Gas, A and M Motors	CV-42, GA-10	
Paradise Family Golf (Five H LLC)	CV-52, A-1	
Richardson's Farm Inc	CV-20	
Auctioneer		
Brian Pollock	AUL-1	
Milton Pollock	AUL-2	
Ronald Pollock	AUL-3	
Class II		
Alba Auto	MVII-15	
Alliance Motor Group (VBoston Associates Inc)	MVII-13	
Auto Choice of Middleton (BAM Motors LLC)	MVII-5	
Cars Helping America (Johnny Car Craft Auto Wholesale)	MVII-8	
Discount Auto Sales	MVII-10	
North 5 Auto Sales	MVII -11	
RAC Automotive	MVII-1	
Golf		
Golf Country (Middleton Golf Range)	A-3, AA-6	
Precious Metals		
Cash for Gold	PM-2	
Tesoro Boston (Parisi Hill LLC)	PM-1	



Council on Aging
Old Town Hall
38 Maple Street
Middleton, MA. 01949
978-777-4067
www.townofmiddleton.org

101

November 21,, 2023

Board of Selectmen
48 South Main Street
Middleton, MA. 01949

Re: Middleton Food Bank Donations

Please add the following donation to your agenda for acceptance by the Board of Selectmen for the Middleton Food Pantry, and notify me when the check has been accepted so that it can then be deposited.

Thank you,

Jillian Smith

Jillian Smith
COA Director

A donation has been made payable to the Middleton Food Pantry:

Date: 11/15/23

Name: James Vining

Donation: \$2,500.00

Check Number 423

This donor would like to remain anonymous

Yes

xx No



JAMES E. VINING
JOANNE R VINING
9787746388
6 RYER LANE
MIDDLETON, MA 01949



423

11/15 2013

EXECUTIVE GRAY

PAY TO THE
ORDER OF

Middleton Food Pantry
Twenty Five Hundred and 00/100 \$2,500⁰⁰/₁₀₀
DOLLARS

TD BANK

FOR

Food Pantry
Joanne R Vining



Council on Aging
Old Town Hall
38 Maple Street
Middleton, MA. 01949
978-777-4067
www.townofmiddleton.org

102

November 21, 2023

Board of Selectmen
48 South Main Street
Middleton, MA. 01949

Re: Council on Aging Donations

Please add the following donation to your agenda for acceptance by the Board of Selectmen for the Middleton Council on Aging, and notify me when the check has been accepted so that it can then be deposited.

Thank you,

Jillian Smith

Jillian Smith
COA Director

A donation has been made payable to the Middleton Council on Aging for the following:

Date: 11/15/23

Name: James & Joanne Vining

Donation: \$2,500.00 Check Number: 422

This donor would like to remain anonymous Yes XX No



JAMES E. VINING
JOANNE R. VINING
9787746388
6 RYER LANE
MIDDLETON, MA 01949



422

11/15 2013

EXECUTIVE GRAY

PAY TO THE
ORDER OF

Town of Middleton

Twenty Five hundred and 00/100

\$2,500 00/100

DOLLARS

TD BANK

FOR

Council on Aging

Joanne R. Vining



Council on Aging
Old Town Hall
38 Maple Street
Middleton, MA. 01949
978-777-4067
www.townofmiddleton.org

103

November 21, 2023

Board of Selectmen
48 South Main Street
Middleton, MA. 01949

Re: Middleton Food Pantry Donation

Please add the following donation to your agenda for acceptance by the Board of Selectmen for the Middleton Food Pantry and notify me when the check has been accepted so that it can then be deposited.

Thank you,

Jillian Smith

Jillian Smith
COA Director

A Donation has been made payable to the Middleton Food Pantry:

Date: 11/09/23

Check # 13829861

Name **Jeff & Carol Curvey Foundation**

Donation: \$1,000.00

Check From: Fidelity Charitable Bank

This donor would like to remain anonymous

No XX



P.O. Box 770001
Cincinnati, OH 45277-0053

SP 01 000070 93880 H 1 ASNGLP
BPNJHCBBBBBNKR
TOWN OF MIDDLETON
48 S MAIN ST
MIDDLETON, MA 01949-2253

November 09, 2023

Dear Sir or Madam:

We are delighted to provide you with the attached check for **\$1,000.00**. This Fidelity Charitable Donor-Advised FundSM grant was made at the recommendation of the Jeff & Carol Curvey Foundation, a donor-advised fund.¹

This grant is made by Fidelity Charitable. Fidelity Charitable's donor recommends the grant be used for the following purpose (which does not constitute a restriction): **The town food bank**. This grant is to be used exclusively for charitable purposes, and is not made for the purpose of influencing legislation. This grant is also subject to the "Grant Terms" on the next page. If you are unable or unwilling to meet these grant conditions, you must return these funds to Fidelity Charitable.

Of course, you may choose to thank the donor. You should not, however, issue a tax acknowledgement to either the recommending donor(s) or to Fidelity Charitable.

¹ Fidelity Charitable is an independent public charity that sponsors a donor-advised fund program. In a donor-advised fund, Donors make irrevocable charitable contributions to Fidelity Charitable, and have the privilege of recommending grants to qualified public charities.

DCC _CEBPNJHCBBBBBNKR_BBBBBB 20231109 5710

P

OP=DCCK

Page 1 of 2

DCC _CEBPNJHCBBBBBNKR_BBBBBB 20231109 PLEASE FOLD AND DETACH AT PERFORATION BEFORE PRESENTING CHECK FOR PAYMENT

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.



CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM



P.O. Box 770001
Cincinnati, OH 45277-0053
800-952-4438

PAYABLE AT: THE BANK OF NEW YORK MELLON
EVERETT, MA 02149
53-292/113

13829861

November 09, 2023

PAY TO
THE
ORDER
OF
TOWN OF MIDDLETON

\$1,000.00

*****One Thousand & 0/100 DOLLARS

VOID AFTER 60 DAYS





Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF HOUSING &
LIVABLE COMMUNITIES**

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant. Governor ♦ Edward M. Augustus Jr., Secretary



September 25, 2023

Interim Town Administrator Jackie Bresnahan
Town of Middleton
48 South Main Street
Middleton, MA 01949

Dear Ms. Bresnahan:

RE: Middleton 0663 Application

Thank you for submitting this application to the FY2024 Community One Stop for Growth which is a platform where the Executive Office of Housing and Livable Communities (EOHLC), Executive Office of Economic Development (EOED), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application from Town of Middleton was reviewed by the program(s) that could best serve the project's funding needs.

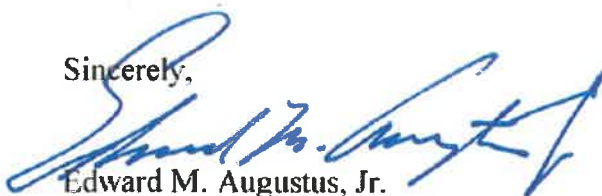
On behalf of the Healey-Driscoll Administration, I am pleased to inform you that a grant in the amount of **\$75,000** from the **Community Planning Grant Program** has been approved to support your project.

This award is contingent the execution of a grant contract between the Town of Middleton and EOHLC and the satisfaction of its special conditions and requirements. We will send an Adobe Sign contract (must be e-signed) to the Municipal CEO and contact person identified in your application, and an invitation to an online training related to grant administration and contract guidance. Please do not proceed with grant activities until the contract is fully executed. If you have any questions, please contact Filipe Zamborlini, Community Assistance Unit Manager at Filipe.Zamborlini@mass.gov.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the Town of Middleton's housing and community development needs.

Sincerely,



Edward M. Augustus, Jr.
Secretary, EOHLC

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Middleton (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Livable Communities MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 48 South Main Street, Middleton, MA 01949, Middleton, MA 01949		Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Contract Manager: Justin Sultzbach	Phone: (978) 774-3617	Billing Address (if different): Same	
E-Mail: justin.sultzbach@middletonma.gov	Fax:	Contract Manager: Julissa Tavarez	Phone: 617-573-1407
Contractor Vendor Code: VC6000191884		E-Mail: Julissa.tavarez@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCOC32102433000250	
FR/Procurement or Other ID Number: DHCDOneStop2024			
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). <u>\$75,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Middleton will do a comprehensive zoning bylaw update compliant with Section 3A of 40A including a robust public engagement strategy, project webpage, and newsletters to inform the public.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>9/29, 2023</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: Nov 17, 2023 (Signature and Date Must Be Captured At Time of Signature) Print Name: Justin B Sultzbach Print Title: Town Admin		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: Nov 17, 2023 (Signature and Date Must Be Captured At Time of Signature) Print Name: Caroline "Chris" Kluchman Print Title: Acting Director	

Settlement & Release Statement of Expenses

Contractor Legal Name: Town of Middleton

MMARS Doc ID: SC OCD321024330000250

Insert Start Date Here: 9/29/23

Insert latest signature Date Here: Nov 17, 2023

List expenses with amounts and total: 75,000

Phase I			
Task 1: Project Kickoff	Aug-Sept 2023	completed before contract start date	
Task 2: Gather/analyze Information		Aug-Oct 2023	\$8,000
Task 3: Preliminary Draft of Zoning bylaw changes		Oct-Dec 2023	\$30,000
Phase II			
Task 4: Draft Zoning Bylaw Amendments		Jan-Feb 2024	\$22,000
Task 5: Pursue Zoning Bylaw Amendment		March-May 2024	\$5,000
Task 6: Pursue Zoning Bylaw Amendment		June-Nov 2024	\$10,000

**ATTACHMENT A: SCOPE OF SERVICES AND
ADDITIONAL TERMS AND CONDITIONS**

FY 2024 Community Planning Grant Program Contract

I. CONTRACT

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

- A. This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor's Budget, as approved by the Executive Office of Housing and Livable Communities ("EOHLC" or the "Executive Office") are attached hereto as Exhibits.
- B. This Attachment A incorporates by reference the Community Planning Grant Program Application as applicable.
- C. This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
- D. This Contract represents the entire agreement between the Contractor and EOHLC, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- E. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS

The Community Planning Grant Program provides funding to communities for technical assistance for community planning projects. As these are community planning and zoning revision grants projects must use the funds to produce planning or zoning document(s) and/or related materials in draft, phased, or final product.

The Contractor shall use this contract funding to provide services in accordance with the terms of the attached Budget, the terms of this Contract, and any subsequent Contract amendments. **ALL EXPENSES MUST BE INCURRED ON OR BEFORE JUNE 30TH OF THE FISCAL YEAR IN WHICH THEY OCCUR (FY 2024 – YEAR 1; FY 2025 – YEAR 2).** Any later change in services and activities to be provided by Contractor shall be made only with the prior approval of EOHLC, in accordance with Section III.C. below.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended.

EOHLC reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance EOHLC may issue, amend, or supplement from time to time.

III. ADDITIONAL TERMS AND CONDITIONS

A. Reporting Responsibilities of the Contractor

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
3. The Contractor shall submit to EOHLC in writing a schedule of the Contractor's estimated drawdowns of grant funds per each quarter of the duration of the grant. This proposed schedule must be submitted no later than 30 days following execution of this Contract..
4. The Contractor shall submit written quarterly progress reports to EOHLC in compliance with the following deadlines and requirements using a form provided by EOHLC. Progress reports shall be submitted on or before the 15th day of the month following the last month of the quarter, except in instances when the due date shall fall on a weekend or holiday where reports would be due the following full business day after the deadline. **EOHLC may delay reimbursement to the Contractor if the Contractor consistently fails to submit timely progress reports or other documents required under this Contract.** Any such action by EOHLC shall be preceded by written notification of the intent to delay such reimbursement, which may be done electronically, and allow for the Contractor to make reasonable written explanation regarding the occurrence, and the remedy of the issue. Failure by the Contractor to reply to EOHLC's written notification or to comply with specific instructions from EOHLC shall be treated as a breach herein and under Section 4 of the Commonwealth Terms and Conditions. EOHLC further reserves the right to consider past performance under the Community Planning Grant Program when evaluating an applicant's initial submission. Consistent failure to submit progress reports or to comply with the provisions of this Contract may negatively impact future awards of this grant.

Progress report deadlines are as follows:

FY24		
Q3	Period: 1/1/2024 to 3/31/2024	Due: 4/15/2024
Q4	Period: 4/1/2024 to 6/30/2024	Due: 7/15/2024
FY25		
Q1	Period: 7/1/2024 to 9/30/2024	Due: 10/15/2024
Q2	Period: 10/1/2024 to 12/31/2024	Due: 1/15/2025
Q3	Period: 1/1/2025 to 3/31/2025	Due: 4/15/2025
Q4	Period: 4/1/2025 to 6/30/2025	Due: 7/15/2025

5. The Contractor shall submit a copy of the planning or zoning document(s) produced with grant funding. Document(s) should be delivered by July 31, 2025. If documents cannot be delivered by July 31, 2025, the Contractor must submit written notification via email to the program representative by July 31, 2025, stating when the documents will be submitted. In accordance with Section III.A.4, failure to submit document(s) required under this Contract may (i) result in delayed reimbursement; (ii) may be treated as a breach of the Contract; and (iii) will be considered when evaluating applications for future grant awards.
6. The Contractor shall continually assess its performance of the Contract-supported activities to ensure that the performance objectives outlined in the Contract are achieved. This includes, but is not limited to, the Contractor's monitoring that applicable schedules are met and performance objectives are achieved in accordance with the activities delineated in the Contract. The Contractor shall promptly inform EOHLC in writing, which may be done electronically, of the following conditions which may affect its deliverable objectives and performance as soon as they become known:
 - a. Problems, delays, or adverse conditions which will materially affect the Contractor's ability to attain deliverable objectives. This disclosure shall be accompanied by a statement of any actions taken or contemplated by the Contractor, and any assistance needed from EOHLC to resolve the situation. Failure by the Contractor to communicate promptly or to respond promptly to communications from EOHLC may result in the denial by EOHLC of any budget or schedule change requests by the Contractor, as provided in Section III.C.
 - b. Favorable developments or events which will enable the Contractor to meet the deliverable Contract objectives sooner than anticipated or at less cost than originally projected.
7. The Contractor shall submit all progress reports electronically to EOHLC's assigned program representative at the following address:

Filipe Zamborlini

Manager, Community Assistance Unit
filipe.zamborlini@mass.gov

8. EOHLC shall advise the Contractor within thirty (30) days of receiving any report if it is not acceptable to EOHLC. The Contractor shall submit an acceptable report upon receipt of such advice from EOHLC.
9. The Contractor, and any entity under subcontract having costs chargeable to Contract funds, shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions, including, without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
10. Within five business days of receipt, the Contractor shall provide EOHLC with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.
11. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify EOHLC of such action and deliver copies of such pleadings to EOHLC. Such reports or communications may be provided electronically.
12. The Contractor will submit any other reports or information requested by EOHLC by the due date specified in EOHLC's request. The Contractor shall promptly make available to EOHLC or to an auditor or contractor approved by EOHLC such material information regarding the Contractor's activities as may be requested by EOHLC.

B. Payment Mechanism and Fiscal Obligations

EOHLC agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

1. Cost Reimbursement. The Contractor shall submit to EOHLC written requests for cost reimbursement on EOHLC's Community Planning Grant Invoice form (Community Planning Invoice), or other such form as EOHLC may specify.

Only requests for cost reimbursement for authorized capital expenses, pursuant to the capital funds from the state's capital budget, that are completed within the dates of service of an invoice, and that take place within the length of the contract, are authorized for reimbursement.

2. Community Planning Invoices should be submitted **no more than** once a month and should include the range of the dates of service being submitted for reimbursement.
3. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, and the provisions of the Commonwealth Terms and Conditions. In accordance with 815 CMR 2.00 and state finance law, EOHLC is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by EOHLC.
4. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by EOHLC, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.

Each request for payment by cost reimbursement must be made on the Community Planning Invoice. By submitting the Community Planning Invoice, the Contractor represents that in accordance with the Contract, including the Contractor's Budget as approved by EOHLC, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

EOHLC's fiscal representative will provide additional billing instructions, if necessary, to the Contractor via email.

When submitted electronically, the Community Planning Invoice should be attached to the email submission in one email attachment. Any other documents, such as vendor invoices, should be submitted as separate attachments.

In addition to the Community Planning Invoice, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

The request for cost reimbursement shall be submitted electronically to the attention of:

Brett Morton

Fiscal Representative
brett.morton2@mass.gov

with a copy to:

Filipe Zamborlini
Manager, Community Assistance Unit
filipe.zamborlini@mass.gov

5. All requests for cost reimbursement must be submitted on or before July 15, 2024, if expenses were incurred in FY 2024 – Year 1; and on or before July 15, 2025, if expenses were incurred in FY 2025 – Year 2. Failure to do so may result in delayed reimbursement or denial of the request.
6. The Contractor shall submit the final Community Planning Invoice on or before July 15, 2025. With the submission of the final Community Planning Invoice, the Contractor shall return to EOHLC any unexpended funds that are reflected in the final reconciliation, subject to Section III.B above.

C. Budget or Schedule Changes

1. Any subsequent change in the services and activities to be provided by the Contractor in accordance with the attached Budget, including, but not limited to, extensions of time, requires prior written approval from EOHLC's assigned program representative listed in Section III.A.7. **Requests for any amendments or extensions shall be reviewed on a case-by-case basis by EOHLC, and may be approved or denied by EOHLC at its discretion. Consideration shall only be extended to grantees who are in adherence with Section III.A.6 and other requirements of this Contract. Requests to amend or extend the end date of the Contract must be received by EOHLC on or before January 31, 2025.**
2. Budget Amendments. The Contractor may transfer funds among the line items in the Budget, only with the written permission of EOHLC. No amendment to the Contract shall be required for such change. The Contractor shall submit a request for such change electronically to EOHLC's representatives, listed in Section III.B.4, at least 30 days prior to requesting reimbursement funds under such change. If EOHLC does not respond within 30 days of receipt of the requested change, it will be deemed to have approved of the change.

D. Signage, Acknowledgment, Publicity, and Logos

1. Signage. The Contractor may erect or post a sign at a location where Contract funds have been used indicating that financing is being or has been provided in part by EOHLC as part of the Community Planning

Grant Program, subject to compliance with the zoning by-laws or ordinances of the municipality in which the sign is to be erected or posted. The sign shall include the following statement: "Funds for this Project have been provided by a Community Planning Grant provided by the Massachusetts Executive Office of Housing and Livable Communities."

2. Acknowledgment. If Contract funds are expended by the Contractor on the preparation or production of a brochure or other publication, the brochure or publication shall include the following statement: "This publication was funded by a Community Planning Grant provided by the Massachusetts Executive Office of Housing and Livable Communities."
3. Publicity; Other Materials. The Contractor may disseminate, publish, or reproduce documents produced in whole or in part pursuant to this Contract, provided that the Contractor furnishes to EOHLC copies of any such documents thirty (30) days prior to publication, and provided that such documents include the acknowledgment required under Section III.D.2. The Contractor may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Contractor shall provide to the Commonwealth as appropriate an irrevocable, nonexclusive royalty-free right to reproduce, publish, or otherwise use or authorize others to use the copyrighted material.
4. Logos. If the Contractor wishes to include a Department logo on any signage or other materials produced in accordance with this section, it may contact EOHLC's assigned program representative, listed in Section III.A.7, for the appropriate copy of a logo.
5. Submission to EOHLC. Any sign, publication, or other material produced in accordance with this section must be submitted in advance to EOHLC's assigned program representative, listed in Section III.A.7, no later than thirty (30) days before posting or distribution. If EOHLC does not respond within thirty (30) days of receipt of the material, it will be deemed to have approved of the material.

EOHLC reserves the right to require that the Contractor provide to EOHLC photographs, video, or other media and/or documentation, if applicable, or copies of such materials, of any project financed in part by EOHLC under the Community Planning Grant Program.

E. Audit or Financial Review

EOHLC reserves the right under this Contract to secure its own independent audit or financial review of the Contractor's (or Subcontractor, if applicable) records if, in its sole discretion, EOHLC determines that it is necessary for any reason.

F. Monitoring

EOHLC may monitor the Contractor's (or Subcontractor, if applicable) compliance with the Contract. The Contractor shall allow EOHLC and its representatives access to all of its books and records pertaining to this Contract.

G. Conflict of Interest, Licensure, and Debarment

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.
2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.
4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify EOHLC if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

H. Enforcement, Suspension, and Termination

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and EOHLC, and not to any third party.
2. EOHLC may use increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.

4. EOHLC may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from EOHLC, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

I. Non-Discrimination In The Provision of Services

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

J. Confidentiality

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall hold all personal data relating to Contract-supported personnel and applicants or recipients of Contract-supported programs and activities in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form and its Instructions and Contractor Certifications, and all applicable Federal and state privacy and confidentiality laws and regulations, including M.G.L. c. 66A, "Massachusetts Fair Information Practices Act;" M.G.L. c. 93H, Security Breaches; 801 CMR 3.00: Privacy and Confidentiality, and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

3. Pursuant to the Standard Contract Form and its Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss.
4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.
5. The Contractor shall deliver to EOHLC, within 14 days of a written request by EOHLC following termination of this Contract, such personal data relating to this Contract as EOHLC may request; provided, that the Contractor may keep copies of any personal data delivered to EOHLC; and provided further, that for the purposes of this sentence, the term, "personal data", shall not include the Contractor's personnel records.

K. Fraud, Waste, and Abuse

The Contractor shall maintain and use systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.

Attachment B Budget

FY2024 Community Planning Grant

Name of Contractor Include name of Subcontractor if applicable	Project Manager Name, phone, and email <i>Include name and contact information of person preparing report if different from project manager</i>
Town of Middleton	Name: katrina oleary Phone: (978) 777-8917 Email: katrina.oleary@middletonma.gov

Project Name
Middleton Zoning Bylaw Update Including Section 3A
Project Description <i>Brief Summary of Project</i>
Middleton will do a comprehensive zoning bylaw update compliant with Section 3A of 40A including a robust public engagement strategy, project webpage, and newsletters to inform the public.

Project Tasks	Cost by Task
Consultants/Prof. Fees	\$75,000.00
Meeting Expenses/Events	\$-
Project Supplies/Materials	\$-
Other/Miscellaneous	\$-
TOTAL	\$75,000.00

(add additional rows as necessary)

rev. 10/2023



Blanket Bid BD-23-1100-EED01-EED01-83413

General Items Address Accounting Routing Attachments(3) Notes Bidders Questions Amendments Q & A Reminders **Summary**

Header Information

Bid Number:	BD-23-1100-EED01-EED01-83413	Description:	Community One Stop for Growth - FY2024 Round	Status:	
Purchaser:	Juan Vega	Minor Status:			
Organization:	Executive Office of Housing and Economic Development				
Fiscal Year:	23	Department:	EED01 - Economic Development	Location:	
Show On Web:	Yes	Allow Electronic Quote:	Yes	Required Date:	
Bid Opening Date:	06/03/2023 12:00:00 AM	Available Date:	01/20/2023 12:00:00 AM		
Bid Type:	Open Bid	Informal Bid:	No		
Estimated Cost:	\$0.00				
Alternate ID:		Purchase Method:	Blanket	Catalog Id (for contract):	
Blanket/Contract Begin Date:	07/01/2023 12:00:00 AM	Blanket/Contract End Date:	06/30/2024 12:00:00 AM	Type Code:	
Info Contact:		Bulletin Desc:	The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHED, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through March 17, 2023. For the most up to date program information, visit www.mass.gov/onestop .	Pre-Bid Conference:	
U N S P S C Code Certified Required:	No	Acknowledge inclusion required:	No	Hour of Acknowledge inclusion:	
Subcontractor Info:		Quote Notification:	No		
Date Last Updated:	01/19/2023 08:54:32 AM	User Last Updated:	Juan Vega	Item Single Award Only:	
Ship-to Address:	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	Bill-to Address:	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	Print Format:	
Solicitation Enabled:	No	Rolling Enrollment Enabled:		Allow vendors to submit multiple:	
Invoice Method:	Three Way Match	Open Enrollment Enabled:		Close Q&A For Vendor Date:	
SBPP (Small Business Purchasing Program) Eligible?:	NO				
See SBPP requirements and exceptions at www.mass.gov/sbpp :					
Procurement Type:	Grant Opportunity				

Attachments

Files: [FY24 One Stop Notice of Funding Availability \(NOFA\)](#)
[FY24 Expression of Interest Template](#)
[FY24 One Stop Full Application Template](#)

Forms:

Required Quote Attachments

Current Org: Executive Office of Housing and Economic Development



Item Information

Item # 2: The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHE, DHCD, and/or MassDevelopment Expressions of Interest accepted through March 17, 2023. For the most up to date program information, visit www.mass.gov/onestop.

UNSPSC Code: 00-00-00

Grant Opportunity

Disable Pricing On Quote	Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate
No	1.0	\$0.00	EA - Each	\$0.00	
Manufacturer:	Brand:		Model:		
Make:	Packaging:				
Product Length:	Product Width:		Product Height:		Product
UPC/ISBN:	SKU:				
Tags:	URL:				

Account Code

There is no item accounting available for this item.

Item Attachments: [FY24 One Stop Notice of Funding Availability \(NOFA\)](#), [One Stop - Expression of Interest Template](#), [One Stop - Full Application Template](#)

Pre-Bid Approval Path:

Approval Path - BIDS - (All Bids)

Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date	Action	Com
	1	Spencer Gurley-Green	Emmanuel Gyaase	1	01/19/2023 08:40 AM	01/19/2023 08:52 AM	Approved (Emmanuel Gyaase)	
	2	Spencer Gurley-Green	Emmanuel Gyaase	2	01/19/2023 08:52 AM	01/19/2023 08:52 AM	Approved (Emmanuel Gyaase)	

Cancel Bid

Clone Bid

Print

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MASS_MASS_AWS_PROD_BUYSPEED_2.1.0.0

FORM 1.

1.1. Primary Location:

Middleton

Please save the form after selecting Primary Location.

EOHED Region	<i>Northeast</i>	MassDOT District	<i>District 4</i>	Rural or Small Town	<i>N/A</i>
MDFA Regional Office	<i>North</i>	Gateway City	<i>N/A</i>	Housing Choice	<i>No</i>
Regional Planning Agency	<i>Metropolitan Area Planning Council</i>	MVP Community	<i>Yes - MVP</i>	MBTA Community	<i>Yes - MBTA</i>

1.2. Organization Type

☒ Public Entity

☒ Municipality

Public Housing Authority

Redevelopment Authority

Regional Planning Agency

Quasi-Governmental Agency (i.e. Economic Development Industrial Corporation, etc.)

Water or Sewer District

Non-Public Entity

1.3. Applicant Organization Name:

Town of Middleton

1.4. Applicant Organization Legal Address:

48 South Main Street, Middleton, MA 01949

1.5. City/Town:

1.6. State:

1.7. Zip Code:

Middleton

Massachusetts

01949

1.8. CEO Name:

1.9 CEO Title:

Jackie Bresnahan

Interim Town Administrator

1.10. CEO Tel.:

1.11. CEO Email:

(978) 774-3617

jackie.bresnahan@middletonma.gov

1.12. Project Contact Name

katrina oleary

1.13. Project Contact Title

Town Planner

1.14. Contact Tel.:

1.15. Contact Email

(978) 777-8917

katrina.oleary@middletonma.gov

1.16. Organization Description – Describe your organization’s structure, including staff capacity, and economic development goals.

The Town of Middleton operates under State statutes. The legislative body of Middleton is an Open Town Meeting comprised of all registered voters. The executive authority is the Select Board together with an appointed Town Administrator. The Town is a member of a regional school district for both its elementary schools and high school. The Town employs 260 full-time personnel, not including school personnel.

The town benefits from a high bond rating (Moody's:Aa1, S&P:AA+), a growing economic base, a lowtax rate (\$12.87 for all classes), an excellent location, an educated population, and highly rated schools, making it a desirable place to locate. The Town is supportive of increasing its stock of affordable housing and at the 2023 Annual Town Meeting, residents voted to identify an affordable housing project on the site of the current Town Hall when it becomes surplus after town offices move to the planned Municipal Complex.

Middleton's economic development goals can be taken almost verbatim from the recently finished Master Plan, Housing Production Plan, and Bicycle/Pedestrian Plan:

- *Create opportunities to develop a more diverse housing stock– affordable and market rate – to meet the needs of a changing demographic profile in the town*
- *Improve traffic flowand pedestrian safety and amenities in downtown area to increase economic vitality*
- *Create a newPublic Facilities Complex as the anchor to a newMixed-Use District that will connect two existing business districts*
- *Consider rezoning of land from manufacturing to health care related fields*
- *Explore options for developable Town- owned parcels to address community and economic development goals.*

1.17. Is this a joint application between two or more municipalities (and/or entities), which will entail a formal arrangement for a shared scope of work and allocation of funds?

Yes

☒No

MBTA Community Questions

1.19. Chose the option below that best reflects your municipality’s compliance status with the Guidelines for Multi-family Zoning Districts Under Section 3A of the Zoning Act (MGL c. 40A). Has your municipality:

Submitted an Action Plan to DHCD and NOT YET received a letter confirming Interim Compliance

☒Submitted an Action Plan to DHCD and HAVE received a letter confirming Interim Compliance

Received a determination of District Compliance from DHCD or

Have not submitted an Action Plan nor application for District Compliance to DHCD in accordance with the Guidelines for Multi-family Zoning Districts

1.19.a. Does the community anticipate any changes to its approved Section 3A Action Plan that may result in delays to the plan’s schedule of more than 180 days?

Yes

☒No



Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF HOUSING &
LIVABLE COMMUNITIES**

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Edward M. Augustus Jr., Secretary

September 25, 2023

Interim Town Administrator Jackie Bresnahan
Town of Middleton
48 South Main Street
Middleton, MA 01949

Dear Ms. Bresnahan:

RE: Middleton 0663 Application

Thank you for submitting this application to the FY2024 Community One Stop for Growth which is a platform where the Executive Office of Housing and Livable Communities (EOHLC), Executive Office of Economic Development (EOED), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application from Town of Middleton was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Healey-Driscoll Administration, I am pleased to inform you that a grant in the amount of **\$75,000** from the **Community Planning Grant Program** has been approved to support your project.

This award is contingent the execution of a grant contract between the Town of Middleton and EOHLC and the satisfaction of its special conditions and requirements. We will send an Adobe Sign contract (must be e-signed) to the Municipal CEO and contact person identified in your application, and an invitation to an online training related to grant administration and contract guidance. Please do not proceed with grant activities until the contract is fully executed. If you have any questions, please contact Filipe Zamborlini, Community Assistance Unit Manager at Filipe.Zamborlini@mass.gov.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the Town of Middleton's housing and community development needs.

Sincerely,

A handwritten signature in blue ink, appearing to read "Edward M. Augustus, Jr.", written over a blue line.

Edward M. Augustus, Jr.
Secretary, EOHLC