

MIDDLETON SELECT BOARD
MEETING AGENDA
FULLER MEADOW ELEMENTARY SCHOOL
143 SOUTH MAIN STREET, MIDDLETON, MA 01949

TUESDAY, JUNE 3, 2025

5:00 PM

This meeting is being recorded

5:00 pm	1. Board Reorganization: Elect Chair, Elect Clerk
5:05 pm	2. Business <ul style="list-style-type: none">• Warrant: 2523, 2524 and FP61, FP62• Minutes: Open Session, May 6, 2025, May 13, 2025• Town Administrator Updates and Reports
5:15 pm	3. Recap of May 13, 2025 Annual Town Meeting
5:25 pm	4. Department Head Update: Chief Doug LeColst <ul style="list-style-type: none">1. Fire Department Boat Mutual Aid Donation2. Fire Department new Ambulance Carrier for the Middleton Jail3. Lake Street Fire Department Structural Engineer Proposal
5:50 pm	5. One Day liquor license – Cellar Door – June 28 th , 2025 – Parking lot of The Natural Dog located at 189 S Main St. Middleton, MA 01949
5:55 pm	6. Elementary Liaison Selection
6:00 pm	7. FY27 Budgetary Guidance
6:10 pm	8. Flint Public Library Director Vacancy and Selection Process
6:20 pm	9. Award for Comprehensive Zoning Study

Upcoming Meetings

June 24

Regular Select Board Meeting

July 8

Regular Select Board Meeting

August 5

Regular Select Board Meeting

MEETING MINUTES
 MIDDLETON SELECT BOARD MEETING
 FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER
 143 SOUTH MAIN STREET, MIDDLETON, MA 01949
 May 6, 2025 at 5pm

With a quorum present the Chair called the meeting to order at 5pm and announced the meeting was being recorded. Select Board present: Rick Kassiotis, Chair; Debbie Carbone, Clerk; Kosta Prentakis; Jeff Garber. Not present: Brian Cresta. Also attending: Justin Sultzbach, Town Administrator; Jackie Bresnahan, Assistant Town Administrator; others as noted.

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

Business

Warrant: 2522 / May 1, 2025; Payroll: \$ 834,148; Bills Payable \$ 800,000; FP60 \$ 3,852,375

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

*On a motion by Carbone, seconded by Carbone, the Board voted **unanimously to approve** Warrant 2522 & FP60.*

Minutes: Open Session April 22, 2025; Executive Session 1- April 22, 2025; Executive Session 2 -April 22, 2025

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

Town Administrator Updates & Reports- J. Sultzbach

- Our team has been going around town answering questions about the Public Safety Override.
- We held a pre-Town meeting on Monday, April 28th. Thank you to all the attended. I am also happy to report that the recording of the Public Forum from April 14th has had 1,651 views to date.
- We continue to meet with engineers and represents from Mass DEP to monitor PFAS levels at town owned sites. I expect this to appear as a future agenda item as we work to lay out a plan.
- Collective Bargaining with our newly formed Library unit is ongoing. We will be meeting again in May 23rd and have made good progress so far. We thank them for their partnership.
- ATA Bresnahan and I have been joining the Municipal Campus design team to explore different furniture options for the new buildings. We will have some samples delivered in town so employees can have an opportunity to give their opinions.
- The Fuller Meadow Roof Project is ongoing. Our team reviewed an approved the contract today to proceed with the design work. We appreciate the partnership with the schools.
- We hosted a "Motions Book" review today with the Town Clerk, Moderator, and Legal Counsel and expect to have a finished final draft out to Boards and Committees by weeks end.
- Andy Discus of the COA will be retiring after 20 years of service. We thank him for his dedication to seniors in Middleton and to the community as a whole. We look forward to him staying on in a reduced capacity.
- The Town Administrator had a chance to attend Earth Day this past week with my family. Thank you to all of the volunteers and groups that help make that day so special. It was a wonderful community event.
- MassDOT is in Town this week installing the Left Arrow signal at the corner of 114 and 62. They will also be painting the lanes and crosswalks throughout the week, weather permitting.
- As a reminder, Annual Town Meeting will be taking place next Tuesday, May 13th, 2025 at the Howe Manning School, with Town Elections to take place the following week on Tuesday, May 20th. Thank you to the Clerks office for all of the coordination that goes into the planning and setup.

Middleton Municipal Campus Update – OPM Brian LaRoche PCA 360, was present and gave an overview of the status of the Municipal Campus construction and referenced a slide deck including photos and time-laps video; this is available for viewing on the www.middleton-mmc.com website. The project remains on schedule with work ongoing both on the exterior and interior. The water connections to Rt 114 have been started and parts ordered; these should be connected shortly after Memorial Day, as well as curb cuts and sidewalks.

The presentation included an update on the budget categories with a brief summary. There are no current concerns with the receipt of materials needed. Approximately \$4MM remains uncommitted/unused.

There were no changes orders for this month; change orders are anticipated in June.

2. Department Head Update: COA Director Jillian Smith, Council on Aging (COA) was present began by thanking the Friends of the COA and the community for their support and reported the annual dance party in April was a success and exceeded the fund raising goal and as a result two new programs have been added- a weekly men's exercise program and a monthly photography program.

There is a party for Assistant Director Andy Diskes on May 8 in honor of his retirement after 24 years. A. Diskes will stay on as interim during the transition and work part-time as a COA driver. The COA is in the process of hiring a new Assistant Director.

The Health and Fire Department are working with the COA to support residents in need. The Health Department has increased their wellness clinics to twice a month at the COA.

The COA continues to increase resources for seniors and the public. The COA attends many town events to make the community aware of the COA and resources.

J. Smith recognized all the volunteers for their time and work and specifically mentioned SHINE volunteer Joe Younger has retired to volunteer for Hospice. In closing, J. Smith mentioned volunteer positions open for the COA.

3. Application for Aimbridge Hospitality LIC, DBA Double Tree North Shore, Middleton for ABCC liquor license water park DBA name change, from "Coco Key Indoor Water Resort" to "Water Park of New England". Also, application for Change of Officers/Directors/LLC Managers – J. Bresnahan spoke to the application for a name and manager change.

*On a motion by Prentakis, seconded by Carbone, the Board voted **unanimously to approve** the liquor license name change from Cocoa Key Indoor Water Resort to Water Park of New England and the change of officers directors as in the packet.*

4. Citizens Academy Program Overview – J. Sultzbach introduced the Citizens Academy as a way to help educate and inform residents on the process of local government. J. Bresnahan referenced a slide deck and provided an overview of the program to provide residents with an opportunity to learn about services and functions of each town department, boards/committees, budget process & timelines. This is common nationwide program and is tracked by the UNCC Chapel Hills Masters in Public Administration Program.

Initially, the academy will be held Thursday evenings for 8 weeks, September – November at the Flint Public Library; this is open to the public with a limit of up to 18 residents. J. Bresnahan is working in conjunction with the Adult Services Program through the library. J. Bresnahan fielded questions from the Board.

The agenda was taken out of order with consensus Public Comment.*

5. Lake St Fire Station Structural Engineering Proposal Review – The Engineer notified the Town Administrator the proposal will be sent later in the week and this agenda item was deferred to a future meeting.

6. Middleton Momentum: Quarterly Town Administration Newsletter – J. Sultzbach introduced the new quarterly Town Administrator electronic newsletter which is anticipated to begin with the fiscal year (July1) and asked for feedback on what to include in the newsletter.

7. *Public Comment (To be held at 6pm for all Select Board meetings)

- Emily Leang Peroni, Flint Farm Road, spoke regarding the Select Board's decision on the Masconomet Regional High School (Masco) override, and questioned the communication between the Select Board, School Committee, and Administration to assure the information is accurate and available for decisions being made. She opined by not supporting the override, the Masco Administration is not being held accountable and the students are being punished and not providing the funding would be "catastrophic" and take a generation to come back. Later in the meeting, still under public comment, E. Peroni noted she serves on the Fuller Meadow School Council but was speaking as an individual. She elaborated on the impact to the Elementary School's programming if the override does not pass.

D. Carbone responded and noted the budget process is very cumbersome and over the past three years budget process Masco's Finance Director Jeff Sands has not been present for meetings and the Board does not understand their total budget. She reiterated she voted no because of the lack of transparency and Masco needs to understand they are a part of each of the three town and no other departments operate with vague budgets. As a taxpayer, she understands the importance of the override, but as a Select Board, she could not recommend a favorable vote without additional information. She commended the Masco School Committee representatives for keeping the Board informed.

- Christina Prior identified herself as not a resident of Middleton but as a fifth grade teacher at Howe Manning Elementary School and was recognized by the Chair. C. Prior asked for the community's support on passing the override and cited several personal reasons for her request as an educator.
- Lucy Kamacho, River Street, asked for support for the override and spoke on her own family's situation regarding their children and the importance of funding for programs and education.
- Amanda Libby, Kindergarten Teacher at Fuller Meadow Elementary School, referenced the importance of small class sizes to build relationships and encouraged residents to pass the override.
- Jackie Chiumiento, Simcha Road, PTO President spoke on behalf of the PTO Board in strong support for the elementary school (and Masco) override to preserve the essential programs and staffing already in place and vital to the education and serves for the children to receive a high quality education.
- Laurel Amiri, North Street, spoke on her Family's positive experience with Middleton Elementary school for their children. She believed budget cuts to essential resources would be devastating. She called for communication and collaboration in the future between the schools and Select Board to move forward together.

A discussion followed with the Board members responding to the comments. K. Prentakis reminded residents the school budget has increased 61 percent from \$18MM to \$29MM, over the past 12 years, showing a commitment to education by the Community. However, he also noted the School Committees and School Administration owe a duty to the taxpayers to be open with their budgets and cited examples when there was no communication and poor budgeting, which is creating a problem for next year's budget. He also reiterated it is the Board's fiduciary responsibility to taxpayers to provide advice based on sound financial planning, and therefore as a board they could not recommend a positive vote, regardless if they vote individually to support the override.

R. Kassiotis noted 65% of the budget is education. J. Garber opined saying the Select Board did not recommend the override, but members saying they are voting for the override is a mixed message to residents. D. Carbone observed this impacts all taxpayers, ie. senior citizens who are struggling with all the cost increases, and the Board's recommendation takes into consideration all residents personal budgets.

8. FY2025-FY2027 Mid-Year Goals Review

J. Sultzbach noted this was about halfway through the year's goals, dated December 3, 2024, and gave a high level overview and update on those items completed, having substantial progress, are still on-going, or delayed. He fielded questions from the Board during his update. The Board acknowledged J. Sultzbach and J. Bresnahan for their work towards the goals and appreciated the mid-year update.

1. Continue to support the Town Building Committee to keep the public facilities project on budget and schedule. The project will be undertaken with a long term view, ensuring it meets near and long term needs, minimizes operational costs, and takes advantage of modern building technologies. Period of Performance: FY25-26

Milestones: FY25: Construction, site work. Creation of centralized maintenance oversite for town-owned properties; FY 25-26: Coordination of move.

2. Implement long view planning initiatives via Planning Board meetings and the Town website. Utilize these studies to link and leverage grant funding. Period of Performance: FY25-27

Milestones: FY 25 : R t 114 Northern Corridor Study; FY26: Middleton Square/Town Center Study; FY27: Kick Off Master Plan Review Process

3. Conduct a Town-Wide Fee Study. Period of Performance: FY24-27. Milestones: F Y 2 5 : Continue fee study; recommend changes for Select Board adoption. FY26: Implement findings into FY26 budget

4. Develop information technology with additional projects through the Regional IT Collaborative and newly funded IT position. Period of Performance: FY24-27. Milestones: FY25-26: Connect to regional fiber network, continue to migrate away from paper records. FY26 : Deliver and IT system for the new Public Safety & Town Hall buildings.

5. Increase recruitment strategies for volunteers and committees. Period of Performance: FY25-27. Milestones: FY25-27: Promote vacancies using multiple means; FY25-27: Build pipeline of engaged and knowledgeable volunteers and link their experience with pertinent boards and committees; • FY25: Develop and hold citizen academy
6. Compile complete list of Town Owned properties. Examine paths forward to surplus, develop, or preserve where appropriate. Period of Performance: FY25-FY27. FY25: Update & compile complete list. Development action plan for each property. Implement action plan for each property; FY25: Continue conditions assessments for existing properties and identify funding to repair/maintain properties. Fund and hire dedicated maintenance professional. Upgrade to more energy efficient systems where appropriate.
7. Identify opportunities to study and address town wide traffic concerns and development. Period of Performance: FY25-FY27. FY25-27: Coordinate with MassDOT to identify opportunities to link remediation with potential development. FY25-27: Implement action plan where appropriate. FY25: Begin Design phase for redesign of Rt. 114 & Rt.62 intersection. • FY26: Bid/Construction phase for redesign of Rt.114 & Rt.62 intersection traffic
8. Renew focus on employee engagement, satisfaction, and appreciation for recruitment and retention. Period of Performance: FY25-FY27. FY25: Continue with periodic, systematic review of salary surveys in relation to compensation in peer communities. FY25: Prioritize employee health and wellness as part of staff trainings. FY25: Continue where budgeting allows the progress towards increasing the Town contribution to health care split up to 70/30; FY25:
9. Overall communications strategies. Period of Performance: FY25-FY27. Continue pre town meeting; Increase public and internal communications with boards & committees; Continue Department Head updates on a regular basis; Host Town Administrator coffee hours on a quarterly basis; Produce quarterly Town Administrator updates videos; Develop a monthly digital Town Administrator newsletter.
10. Long Term Planning. Period of Performance: FY25-FY27. Development and present a long term plan (beyond goals) mapping out the next 5-10 years. Update on an annual basis and present at the start of each FY.
11. Middleton 300th Anniversary Celebration – 2028. Period of Performance - FY25-29. Appropriate Funds for the 300th Celebration; Establish Committee for 300th Anniversary Activities; Work with Town Departments to support Anniversary Activities

9. FY 26 Budget Update & Discussion, if needed - J. Sultzbach recognized and commended the Elementary School Committee, Superintendent Morrison and S. Greenberg for their transparency and highlighting the budget for the general public, specifically to resolve a discrepancy late in the budget process.

10. May 13, 2025 Annual Town Meeting Select Board Article Recommendations vote -

The Board previously voted their recommendation on Articles 6, 8, 20, 21, & 22. The Board commended the Town Administration for their diligence during the budget process.

On a motion by Prentakis seconded by Garber, the Board voted unanimously to recommend favorable action on the following articles:

Article 2: Pay Bills of Prior Fiscal Years

Article 4: Compensation of Elected Officials

Article 5: Omnibus Budget

Article 9: Community Preservation Budget

Article 10: Community Preservation Budget New Projects

Article 11: Revolving Fund Spending Limits

Article 12: South Essex Sewage District Enterprise Budget.

Article 13: Water Enterprise Budget

Article 14: Accepting Money from MELD

Article 15: Transfers to Reserve Accounts

Article 18: Litigation Expenses for 3A MBTA Zoning

Article 19: Middleton 300 Anniversary Committee Appropriation

On a motion by Prentakis seconded by Carbone, the Board voted unanimously to recommend favorable action on Article 17 the Masconomet School Capital Request.

Under discussion it was estimated Masco would be asking for an additional \$45 - \$75MM for capital.

It was noted the Town of Middleton anticipates having 500 students at Masco and should the town consider its own K-12 school in the future. K. Prentakis noted the town would need to make this decision by 2026 or the town will be responsible for paying the capital budget.

*On a motion by Prentakis seconded by Garber, the Board voted **unanimously to recommend favorable action on Article 16, the Town's Capital Budget.***

On a motion by Garber seconded by Carbone, the Board voted unanimously to recommend favorable action on Article 7 FY2026 Elementary School Operating Budget.

The Board noted their support as a result of last night's School Committee meeting.

Other Business:

The Select Board was requested to lift the parking ban on Brigadoon Road on May 20 for the annual town elections and to restrict parking to the even sides of Edgewood and Fuller Roads for teacher/staff parking.

*On a motion by Carbone, seconded by Prentakis, the Board voted **unanimously to lift the parking ban policy for one day during the town election on May 20, 2025 on Brigadoon Road and for teacher and staff to park on the even side of the road on Fuller Road and Edgewood Road.***

Upcoming Select Board Meetings:

Regular Select Board meetings at 5pm: June 3 & 24

Annual Town Meeting – May 13, 2025 & Annual Town Election May 20, 2025

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

- Warrant 2522 & Facility Project 60
- Application for Amendment – Aimbridge Hospitality (DBA Doubletree Boston North Shore)
- Bluebonnet Consulting 3.18.25
- Citizens Academy presentation
- Town of Middleton Priorities & Goals BY2025-2027
- Select Board Recommendations for May 13 AMT

Adjournment: The Board voted unanimously by roll call **to adjourn** at approximately 7:29pm.

Respectfully submitted by

Catherine E. Tinsley 5.17.25

Catherine Tinsley, Recording Secretary

Debbie Carbone, Select Board Clerk

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

MEETING MINUTES
MIDDLETON SELECT BOARD MEETING
HOWE-MANNING ELEMENTARY SCHOOL
26 CENTRAL STREET, MIDDLETON, MA 01949
MAY 13, 2025 at 6:30pm

2
B

With a quorum present the Chair called the meeting to order at 6:32pm.

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

Also attending: Justin Sultzbach, Town Administrator; Jackie Bresnahan, Assistant Town Administrator; Kate Feodoroff, Town Counsel of Mead Talerman & Costa LLC; Shantel Huuskonen, Administrative Services Coordinator, and recording secretary; and others as noted.

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

Business

Common Victualler Application: *The Baked n' Boozy DBA The Bread Basket first time Common Victualler Application submitted for approval by the Select Board. The business is located at 19 N Main Street Middleton, MA 01949.*

On a motion by Prentakis, seconded by Garber, the Board voted unanimously to approve.

Discussion of Reconsideration for prior vote on Article 8 by the Select Board:

- *Discussion regarding the ability to rescind the vote made by the Select Board for Article 8 at the April 22, 2025 Select Board Meeting*
- *Question of whether or not this is allowable under Robert's Rules, consulted with Town Counsel Kate Feodoroff*
- *Town Counsel advised the Town is not obligated to operate under Robert's Rules unless specified in the Town's Charter*

6:35pm Motion to recess by Carbone for 5 min or until ready, 2nd by Garber

6:42pm Motion to bring back to order by Kassiotis, 2nd by Carbone

On a motion by Garber, seconded by Prentakis, the Board voted to reconsider the prior vote of Article 8 made by the Select Board. The board voted to reconsider by a vote of 4-1 (Mr. Cresta "no").

Second motion was made by Garber to recommend Article 8 to Town Meeting, seconded by Prentakis. The Board voted to recommend Article 8 to Town Meeting by a vote of 4-1 (Mr. Cresta "no").

6:50pm Motion to recess by Kassiotis, 2nd by Carbone

- *Kassiotis stepped away to meeting at 6:50pm*
- *Various Discussion amongst remaining Select Board regarding the Charter Amendments submitted for the Annual Town meeting*
- *Discussion about the review of the charter every 10 years – Charter Review Recommendation written such that it should be reviewed every 10 years to set an expectation for this to be done every 10 years at minimum.*
- *Discussion under Chapter 8 and wording interpretation*
- *Charter Review Commission is not endorsing the Charter Amendments*

The Board adjourned at 6:59pm

Upcoming Select Board Meetings:

- Regular Select Board meetings at 5pm – June 3rd & June 24th

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

- Common Victualler Application for The Baked n' Boozy DBA The Bread Basket
- Annual Town Meeting Warrant

Adjournment: *The Board voted unanimously by roll call to adjourn at approximately 6:59pm.*

Respectfully submitted by

Shantel Bambury 5.20.25

Shantel Bambury, Administrative Services Coordinator

Debbie Carbone, Select Board Clerk

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

4A

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
TOWN OF MIDDLETON
AND
TOWN OF LYNNFIELD

This Memorandum of Agreement ("Agreement") is made this [] day of June, 2025, by and between the Town of Middleton Fire Department, a Department of the Town of Middleton ("Middleton"), and the Town of Lynnfield Fire Department, a Department of the Town of Lynnfield ("Lynnfield").

WHEREAS, Lynnfield wishes to obtain an inflatable boat for use by its Fire Department; and

WHEREAS, Middleton is in possession of an inflatable boat it does not currently intend to use and wishes to convey to Lynnfield on a long-term basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Middleton hereby agrees to convey to Lynnfield a [year] Mercury Inflatable Boat, with an [identifying] number of [#] (the "Boat"), for the amount set forth herein [if applicable], and for a period of ten (10) years, subject to renewal by mutual written agreement of the parties.
2. [If applicable] Payment under this Agreement shall total [amount], due in full no later than [date].
3. Following receipt of payment in full by Lynnfield [if applicable], Middleton will make the Boat available for pickup at [address] on [date].
4. Lynnfield acknowledges and agrees that Middleton is conveying the Boat to Lynnfield AS IS, WITH ALL FAULTS.
5. In the event Middleton is sued in a court of law or equity, or demand is made upon the Middleton for damages in relation to the Boat, Lynnfield agrees, to the extent permitted by law, to indemnify and hold harmless the Middleton against any and all such claims arising from the condition of or use of the Boat, Lynnfield's acts or omissions, any breach of this Agreement, or the negligence or misconduct of Lynnfield or its agents or employees. In entering into this Agreement, no party waives any governmental immunity or statutory limitation of damages.

6. The parties agree that Middleton shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, arising from the condition of or use of the Boat, whether arising during, prior to or subsequent to the term of this Agreement, to the extent permitted by law.
7. The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the Lynnfield shall constitute a material breach of this Agreement and shall entitle the Middleton to terminate this Agreement immediately upon delivery of written notice of termination to the Lynnfield.
8. This Agreement shall be construed by and governed under the laws of the Commonwealth of Massachusetts and subject to the jurisdiction of a court of competent jurisdiction in Essex County, Massachusetts.
9. This Agreement shall not be assigned by Lynnfield to another party without the prior written approval of the Middleton. This Agreement shall be binding upon the parties hereto and their successors and assigns.
10. This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.
11. The undersigned certifies under penalties of perjury this Agreement has been made and submitted in good faith and without collusion or fraud by either party or with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

SIGNATURE PAGE FOLLOWS

IN WITNESS THEREOF, the Town of Lynnfield and the Town of Middleton have affixed their signatures on the date first written above.

TOWN OF MIDDLETON
Acting by and through its Town
Administrator

TOWN OF LYNNFIELD
Acting by and through its
[Town Administrator]

Justin Sultzbach Date

Signature _____ Date _____

Chief of the Town of Middleton Fire Department

Chief of the Town of Lynnfield Fire Department

Douglas K. LeColst Date

Signature _____ Date _____

Approved as to legal form

Approved as to legal form

Town Counsel

Date _____

Town Counsel

Date

④B

May 22, 2025

Lynn Brown
Director of Ancillary Services
VitalCore Health Strategies
719 S Van Buren, Ste 100
Topeka, Kansas 66603

Dear Ms. Brown,

I hope this message finds you well. I am following up on our recent conversation regarding the proposed Letter of Agreement between the Middleton Fire Department and the Essex County Correctional Facility.

After thorough discussions with town officials, we would like to propose the following fee structure for services. These figures were determined based on the annual call volume at the facility, as well as current inflationary trends.

Please don't hesitate to reach out if you have any questions or would like to discuss the proposal in more detail.

Sincerely,

Douglas LeColst
Fire Chief

**Town of Middleton
Proposed Ambulance Fee Schedule**

BLS Emergency Base Rate \$560.57

ALS1 Emergency Base Rate \$665.68

ALS2 Emergency Base Rate \$963.47

Mileage \$10.80



May 20, 2025

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

RE: Proposal No. P251842
4 Lake Street, Middleton, Massachusetts 01949 AKA Lake Street Fire Station (the "Project")

Dear Justin:

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

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

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

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

Thank you,

Jennifer Sze
CEO & President

CONSULTANT: SOCOTEC AE Consulting, LLC

CLIENT: Town of Middleton

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

PROJECT APPROACH & SCHEDULE

Based on Consultant's on-site meeting with the Client on March 26, 2025, Consultant understands the Project is an existing fire station that is to be demolished after the new public safety complex is completed. The Client indicated the work being undertaken involves the demolition of the existing building super structure while leaving the first floor and basement to remain to allow storage in the basement and a plaza at Lake Street. The Client has requested Consultant to provide consulting services for the Project.

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

PHASE	DURATION	START DATE	END DATE
Site Investigation/Feasibility Study	2 Months	June 2025	July 2025

SCOPE OF SERVICES & FEES

A. EXISTING BUILDING:

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

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

Notes:

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

TERMS, EXCLUSIONS & CONDITIONS:

1. Consultant will not be responsible for coordination of work and payment requisition approvals.
2. Equipment required to gain access to the interior and exterior areas to be monitored, such as ladders, scaffold and scaffold operator, etc. will be provided by the Client at its expense. Access and coordination are the responsibility of the Client.
3. Consultant will use prescriptive Building and/or Energy Code requirements (unless provided with more stringent requirements and those requirements associated values by the Client or Architect) as the basis for performing consulting and/or monitoring services contained within this proposal.
4. Contract Documents: As used in this proposal, reference to "Contract Documents" shall include applicable: Project design drawings and specifications issued prior to the execution of the Construction Contract.
5. Approved Submittals: As used in this proposal, reference to "Approved Submittals" shall include applicable: shop drawings, schedules, catalog cuts, samples, or reports approved by the Architect.
6. All necessary documents, drawings and other relevant background information for the Project will be provided to Consultant by the Client.
7. Consultant will not verify the supporting structure, i.e., building skeleton, floor slabs and embedments, and any other structural work.
8. Consultant will not conduct any instrumented alignment and measurement checks.
9. When deviations or deficiencies are observed and reported by Consultant, Consultant will request that the engineer of record for either the structure or the exterior wall approve remedial details.
10. Laboratory and/or jobsite testing services and roofing and waterproofing services, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.
11. Review and/or inspections of balcony railings, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.
12. The Client will give five (5) business days prior written notice to Consultant before all monitoring, meetings, job site visits as well as prior to the commencement of each task and/or Scope of Services item.
13. Consultant will not have control or charge of and shall not be responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for safety precautions and programs in connection with the work, for the failure of the Contractor, subcontractors, or any other person performing any of the work, to carry out the Work in accordance with the Contract Documents. If Consultant has knowledge of such failures it shall inform the Client.
14. The service provided by Consultant hereunder is a visual observation of readily accessible areas and systems. Latent or concealed defects which are not readily accessible and otherwise not visible or defects which could not be evaluated without using destructive testing methods (i.e. opening of column enclosures, opening of walls opening of ceilings, etc.) are not reviewed.
15. All issues regarding hazardous and toxic materials, sidewalk safety and bridges and all other issues regarding job site safety are the sole responsibility of the Client, and will not be addressed by Consultant.
16. Consultant does not provide or imply any warranty, guaranty, promise to perform or assurance of any kind whatsoever.
17. With regard to monitoring elements which can be observed only when the walls are open (e.g., fire safing), the Client will have the sole responsibility of coordination between parties and of providing adequate notification to Consultant as to when the observations can be made before the wall is closed. If it becomes necessary for the wall to be reopened in order to allow for the appropriate observation (e.g., of the fire safing etc.), the Client will be responsible for all associated costs.
18. Consultant is acting as third-party observers. Any actions taken and/or decisions made as a result of any recommendation and/or services provided by Consultant shall be at the entire risk and obligation of the Client.
19. In the event that Consultant will be compelled to participate in any dispute resolution proceedings to which it is not a party arising from this Agreement, Consultant shall be compensated and reimbursed by Client for all reasonable expenses incurred by Consultant as a result of its participation.
20. Hazardous and Toxic Materials: Consultant shall have no responsibility for the discovery, removal, diagnosing and otherwise preventing the formation of, or protecting against hazardous and toxic materials, organisms and substances at the Project. The Client or Owner shall bring no claim against Consultant relating to the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project. To the fullest extent permitted by law the Client or Owner shall indemnify, defend and hold harmless Consultant from and against any and all claims, causes or action, damages, losses, liabilities and expenses, including but not limited to attorney's fees and insurance deductibles, arising out of the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project site.
21. Arbitration: In the event of a claim, dispute or other matter in question between the parties arising out of or relating to this Agreement, it shall be resolved by through binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association construction rules and procedures then in effect. Such arbitration proceeding shall be conducted in Boston, Massachusetts unless the parties mutually agree to another location. Arbitration shall be conducted by a single arbitrator jointly selected by the parties, and in the event the parties cannot agree on the selection of the arbitrator within twenty business days from commencement of such action, the arbitrator shall be appointed pursuant to the American Arbitration Association rules. The arbitrator shall decide the dispute expeditiously, the parties' objective being to have a reasoned award and decisions within ninety (90) calendar days from joinder of issue. The arbitrator may extend this period as necessary or appropriate. The arbitrator shall allow limited discovery as is appropriate and fair to the parties. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted or demanded. The unsuccessful party therein shall pay costs and reasonable attorneys' fees incurred by the prevailing party in such amount as shall be determined by the arbitrator.
22. Limitation of Liability: The principals, employees, affiliates, parents and agents of Consultant shall in no event be personally liable to the Client or any other third party. In no event shall Consultant be liable to the Client, or any other entity, for an amount in excess of the actual fees collected by Consultant for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation or delay damages or for any design or construction defects. This provision shall survive termination or completion of this Agreement.
23. Indemnification: Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project. This provision shall survive termination or completion of this Agreement.
24. Notice of Claims: For purposes of notice hereunder and for any other notice required by this Agreement, notice shall be given by nationally recognized overnight courier service, certified mail or by hand delivery as follows:
If to the Client: refer to cover page of this document.
25. Suspension of Services and Termination: The Agreement may be terminated by either party with seven calendar days advanced written notice to the other party. Consultant shall be entitled to suspend performance of its services under this Agreement if the Client fails to make payments in accordance with the terms of this Agreement. Client shall not be entitled to recover from Consultant any delay or other damages as a result of the invocation of Consultant's right to suspend its services or terminate the Agreement. Upon termination, Client agrees to compensate Consultant for all undisputed services provided up to the date of termination, and the foregoing provisions shall survive termination.
26. Captions and titles of the different sections of this Agreement are solely for reference and are not considered as substantive parts of this Agreement.
27. The sole beneficiaries of this Agreement and the services to be provided hereunder are the parties hereto. This Agreement is not intended and shall not be deemed to confer any benefit or rights upon persons or entities other than the parties hereto, except as set forth in the indemnification section herein.



28. Client's representative listed on the cover page of this document shall be the representative of the Client with the authority to bind the Client for purposes under this Agreement.
29. This Agreement and the rights and obligations of the parties shall be interpreted, governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of laws.
30. This Agreement is the entire agreement and expresses the entire understanding between the Parties as to the subject matter herein. All other agreements between the parties, either express or implied are superseded and replaced in their entirety by this Agreement.



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

5

One Day Liquor License Application

License Fee Payable to the Town of Middleton

ALL QUESTIONS MUST BE ANSWERED AND A TELEPHONE NUMBER PROVIDED

Business Name Cellar Door

Business Address 1 N. Main St. Ipswich, MA 01938

Social Security Number/FID Number

Applicant Information

Individual's Name Bea Tiberi

Home Address 3 Puritan Rd Wenham, MA 01984

Mobile Number 918-213-4353

Is the Applicant a United States Citizen? Yes No

Driver's License Number & State MA 1S22224h53

E-Mail Address whiteanchor@icloud.com

Date of Event 6/28/25 Time from 19 to 3

Location of Licensed Activity The Natural Dog (mixing lot)

Purpose of Event Customer Appreciation Day

Will there be entertainment? Yes No

Is the event being catered? Yes No

Name of Caterer _____



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

Number of People Attending Adults ~60-65 Children _____

Type of License (select one)

One-Day All-Alcoholic (only available for non-profit purposes) One-Day Beer & Wine

Charitable Wine Pouring Charitable Wine Auction

Is the alcohol being donated? Yes No

Where is the liquor being purchased from? Licensed wholesalers

Are they a licensed wholesaler? Yes No

Who will be serving the alcohol? Bea and Bruce

Does the server have liquor liability insurance? Yes No General Liability Insurance

Is the event held by, or held for the benefit of, a business or non-profit group?

Business Yes No Non-Profit Yes No

Will there be a cash bar? Yes No

Is there an entrance fee or donation required? Yes No

Is the event open to the general public? Yes No

****Special One Day Licensees must purchase Alcoholic Beverages from a licensed supplier. Special Licensee cannot purchase alcoholic beverages from a Package Store and cannot accept donations of alcoholic beverages from anyone.****



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

Liability Disclaimer for Special One Day License

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Middleton, and the Select Board as Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

Signature of Applicant

A handwritten signature in black ink, appearing to read "B. K. C.", is placed over a horizontal line.

5/21/25
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JOHNSON & ROHAN INSURANCE AGENCY, INC. 50 SALEM ST., BUILDING A LYNNFIELD, MA 01940	CONTACT : Kevin Johnson PHONE: 781-224-0809 FAX: 781-224-0546 E-MAIL: KJ@JohnsonandRohan.com ADDRESS:
INSURED Cellar Door Wine & Beer LLC 1 N Main St, Unit 16 Ipswich, MA 01938	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance Co 19046 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURER TYPE OF INSURANCE ADD'L SUB- LINES CLAMS-MADE	AMOUNT PER- POLICY PRO- JECT LOC OTHER	POLICY NUMBER 6802784272A	POLICY EFF. (MM/DD/YYYY) 10/16/2023	POLICY EXP. (MM/DD/YYYY) 10/16/2024	LIMITS
A ✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR	X X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RELATED PROPERTY PER INCIDENT \$ 300,000 MED EXP. ANY ONE PATENT \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
GENL AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC					
AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY Hired AUTOS ONLY	SCHEDULED AUTOS NON-OWNED AUTOS ONLY	EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$			
UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS-MADE				
DED. PER- POLICY					
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANH PROPRIETOR/PARTNER/EXECUTIVE: <input checked="" type="checkbox"/> Y/N OTHERS EXECUTED (Mandatory in MA) Yes, describe under: DESCRIPTION OF OPERATIONS		PER STATUTE E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required).
 CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY AS RESPECTS TO OPERATIONS OF THE NAMED INSURED WHEN REQUIRED BY EXECUTED CONTRACT PRIOR TO LOSS/CLAIM.

CERTIFICATE HOLDER

CANCELLATION

Town of Middleton 48 South Street Middleton, MA 01949	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

Certificate of Completion

This Certificate of Completion of
eTIPS Concessions 3.0
For course work completed on August 3, 2022
provided by Health Communications, Inc
is hereby granted to:

Bruce Flynn
Certification to be sent to:
Cellar Door
1 N Main St
Ipswich MA 01938-2217 USA



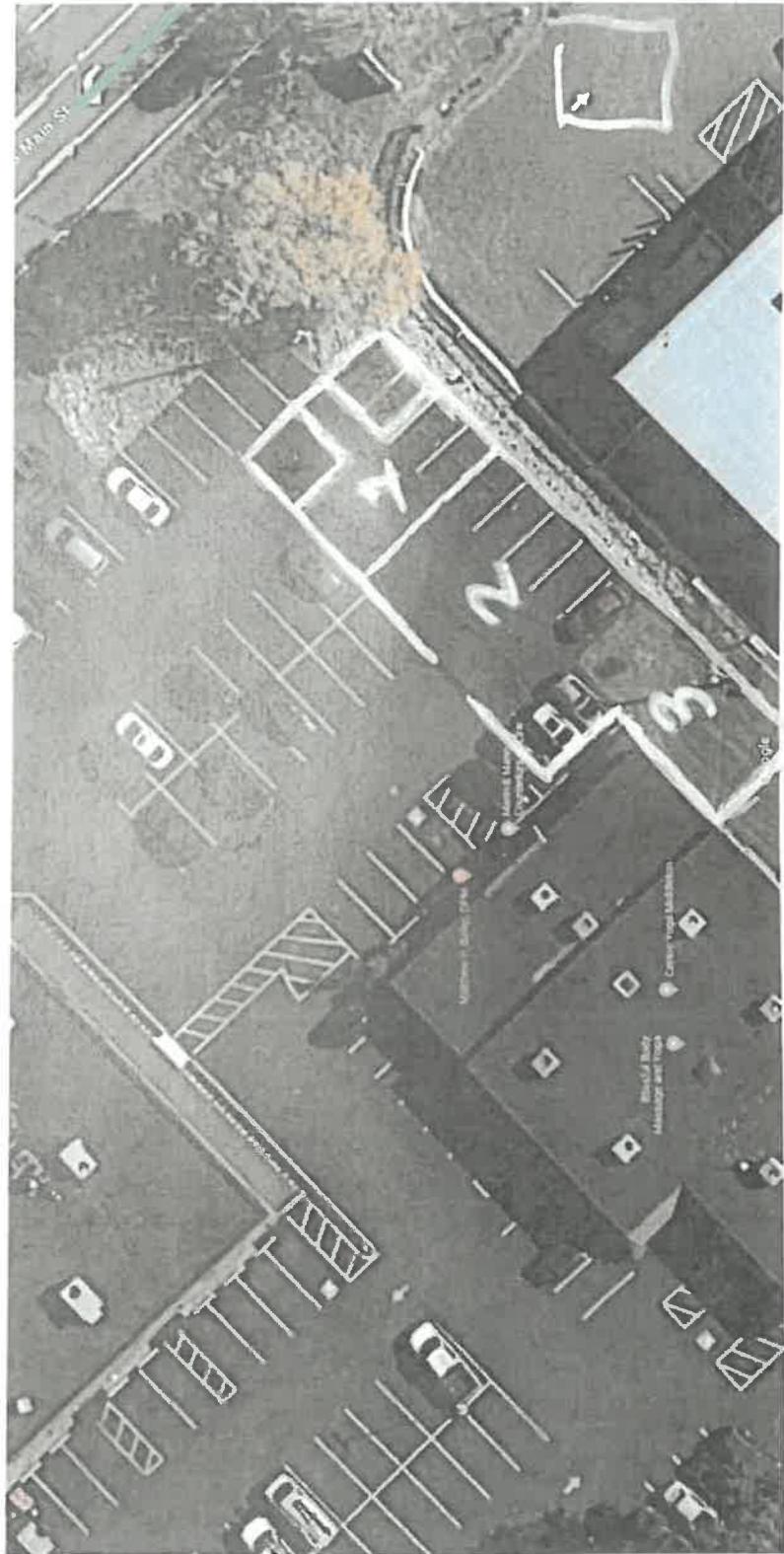
Certificate of Completion

This Certificate of Completion of
eTIPS Concessions 3.0
For course work completed on August 2, 2022
provided by Health Communications, Inc.
is hereby granted to:

Beatrice Tiberli
Certification to be sent to:

1 N Main St
Ipswich MA 01938-2217 USA





189 S. MAIN ST PLAZA
5/18 11am - 3pm

- 1 - Food/Beer/Wine Area
- 2 - Vendor Area
- 3 - Gals Best Pet Dog Reserve Area

Justin Sultzbach

From: Justin Sultzbach
Sent: Thursday, May 22, 2025 9:50 AM
To: Allison Sloan; Maria Paikos-Hantzis; Mark Moreschi (Flint Trustee); Kosta Prentakis; Susan Hathaway
Cc: Jackie Bresnahan
Subject: Library Director Hiring Process

Good morning, Board.

I wanted to take a moment to update the Board of Trustees on the upcoming Library Director search as I have heard from some of you on the topic. While the Board of Trustees rightfully plays a large role in the search and hiring of a replacement for Director - per the Town Charter, the Town Administrator has authority to execute a personnel system under policies of the Select Board. This is reflective of the past practice for the hiring of a Library Director, during which the decision to hire was made between the two bodies.

We will be proceeding with the posting of a notice of vacancy and job description immediately to ensure the timely receipt of proposals from qualified candidates. We have also initiated with Bibliotemps to request a list of qualified Interim Library Director candidates. This list will be provided in advance of - and discussed at - your upcoming June Trustees meeting with the intent of having an interim in place by the time of Loretta's departure.

This interim will serve until a permanent Director is chosen and appointed (we anticipate no later than Labor Day). The Library Board of Trustees will be appointing members to a screening committee at your June meeting. The Select Board will also be choosing representatives from their membership to serve on the same committee. The process will mirror past practice.

We will continue to communicate through this process, and we welcome any notes or feedback.

Thank you!

Justin



Town of Middleton
Planning Department
195 North Main Street
Middleton, Massachusetts
01949

978-777-8917

FAX 978-774-0718

www.middletonma.gov

From: Anna Bury Carmer, Planning Director

To: Justin Sultzbach, Town Administrator and Chief Procurement Officer

Date: May 27, 2025

RE: *Recommendation of Award for Comprehensive Zoning Review and Update 2025*

Justin,

The Town of Middleton received three proposals in response to the Request for Qualifications (RFQ) for Planning Consultant Services: Comprehensive Zoning Review and Update. This RFQ was advertised to the State's PRF76 Approved Consultants List on February 27, 2025 and responses were requested by March 20, 2025. Each response was independently evaluated by the Town's consultant review team, which included Planning Director Anna Bury Carmer, Building Commissioner Scott Fitzpatrick, Town Administrator Justin Sultzbach, Assistant Town Administrator Jackie Bresnahan, Zoning Board of Appeals Member Rich Benevento, and Select Board Member Debbie Carbone.

Following the evaluation, the highest scoring firm was recommended for an interview with the Planning Board and Zoning Board of Appeals. Following the interview, the members found this firm to be lacking in several key project competencies and requested to interview the other two high scoring respondents.

Upon an independent interview of each of the three consultants who submitted proposals, there was consensus among both the Planning Board members and Zoning Board of Appeal members that the most qualified and best fit respondent for the project was VHB. Therefore, I recommend that VHB be awarded a contract for Planning Consultant Services: Comprehensive Zoning Review and Update 2025.

Respectfully,

Anna Bury Carmer, AICP
Planning Director



Engineers | Scientists | Planners | Designers
260 Arsenal Street #2, Watertown, Massachusetts 02471
P 617.924.1770 F 617.924.2286 www.vhb.com



March 17, 2025

Anna Bury Carmer, AICP
Planning Director
48 S Main Street
Middleton, MA 01949

Re: RFQ - Planning Consultant Services: Comprehensive Zoning Review and Update

Dear Ms. Bury Carmer,

On behalf of VHB, I am pleased to submit our proposal to assist the Town of Middleton in a comprehensive review and update of its zoning bylaw. We are excited about the opportunity to collaborate with town staff and community stakeholders in crafting a zoning bylaw that addresses existing challenges and reflects the town's unique character and long term vision. VHB's approach combines technical expertise with meaningful public engagement to ensure the zoning bylaw reflects Middleton's aspirations while remaining practical and well-organized.

Our team brings extensive experience with Massachusetts General Law (M.G.L.) Chapter 40A and a strong portfolio of zoning projects in towns of all sizes throughout Massachusetts, including:

» Somerset Zoning Review	» Route 128 Corridor Study
» MBTA Communities Zoning Assistance	» Westborough Housing Production Plan
» Burlington	» Comprehensive Plans
» Hanover	» Westborough
» Hanson	» Pembroke
» Kingston	» Palmer
» Sudbury	» Hampden

VHB prioritizes community-driven solutions, ensuring all voices are heard through accessible community outreach and consensus-building strategies. VHB is committed to developing zoning recommendations that preserve Middleton's character while fostering smart, sustainable growth in line with the Town's goals. We look forward to the opportunity to support Middleton in this important initiative.

Should you need further information or have any questions, please contact Luke Mitchell at 617.607.6335 or lmitchell@vhb.com. Mark Junghans is authorized as a signatory to negotiate and enter a contract for this project.

Sincerely,

Luke Mitchell
Project Manager
lmitchell@vhb.com

Mark Junghans
Managing Director
mjunghans@vhb.com

Project Approach & Scope

1.0 Zoning Audit

This phase involves a comprehensive review of Middleton's existing zoning bylaws to identify inconsistencies, outdated provisions, and areas for improvement. The findings will inform the zoning rewrite process and ensure alignment with Massachusetts General Law and local priorities.

1.1 Collect and Review Documentation

VHB will collaborate with the Town to gather and analyze all relevant zoning documents, past zoning cases, and related town plans, establishing a strong foundation for the Zoning Audit.

1.2 Kick-off Meeting & Community Tour

VHB will conduct an initial meeting with Town officials and committees, followed by a site visit to assess zoning challenges and development patterns firsthand.

1.3 Define Issues and Opportunities

VHB will identify zoning gaps, regulatory inconsistencies, and opportunities for modernization, ensuring compliance with legal requirements and responsiveness to community needs.

1.4 Zoning Audit Report

A comprehensive report will summarize key findings and provide preliminary recommendations for zoning updates to be considered in the rewrite process.

Deliverables

- » Kick-off Meeting presentation and summary notes
- » Project schedule
- » Community tour observations and insights
- » Zoning Audit Report summarizing findings and preliminary recommendations

2.0 Stakeholder Outreach

A transparent and inclusive public engagement process will ensure that zoning recommendations align with community values while addressing Middleton's future growth and development needs.

2.1 Develop Stakeholder Outreach Strategy

In collaboration with the Planning Director, VHB will develop a structured outreach strategy to engage key stakeholders effectively.

2.2 Stakeholder Sessions

VHB will facilitate targeted discussions with stakeholders, including the Planning Board, Zoning Board of Appeals, and community groups, to gather input on zoning priorities.

2.3 Online Survey

An online survey will be developed and distributed to solicit broad community input on zoning challenges and potential solutions. The survey will align with topics discussed in public workshops to provide a consistent and comprehensive understanding of community priorities.

2.4 Public Meetings & Workshops

VHB will host a series of interactive workshops to present zoning audit findings, explore alternative approaches, and refine recommendations based on public feedback.

2.5 Vision Statement and Goals

Based on the findings from stakeholder engagement, VHB will draft a zoning vision statement and guiding principles to inform the zoning bylaw update.

Deliverables

- » Stakeholder session summaries
- » Online survey questions and summary of results
- » Public meetings & workshops summaries
- » Draft Vision Statement and guiding goals

3.0 Zoning Rewrite

This phase will translate findings from the audit and community engagement into a streamlined, modernized zoning bylaw that is clear, enforceable, and aligned with Middleton's vision.

3.1 Draft Zoning Bylaw

VHB will prepare a preliminary draft of the revised zoning bylaw, incorporating best practices, legal requirements, and community input.

3.2 Present Recommendations

VHB will share the draft bylaw with stakeholders and the public, presenting key changes and facilitating discussions for refinement.

3.3 Final Zoning Bylaw

VHB will submit a finalized zoning bylaw for formal consideration by the Planning Board and Town Meeting.

Deliverables

- » Draft and Final Zoning Bylaw

Timeline and Milestone Schedule

VHB takes pride in delivering high-quality results efficiently and proposes an 11 month process to complete the ensuring timely and effective engagement with the community and stakeholders.

Estimated Start Date:
April 1, 2025

Estimated Date of Completion:
March 1, 2026

Project Timeline

Proposed Schedule

1.0	Zoning Audit	
1.1	Collect and Review Documentation	April - May 2025
1.2	Kickoff Meeting and Community Tour	May 2025
1.3	Define Issues and Opportunities	May - June 2025
1.4	Zoning Audit Report	June - July 2025
2.0	Stakeholder Outreach	
2.1	Develop Stakeholder Outreach Strategy	April - May 2025
2.2	Stakeholder Sessions	July- August 2025
2.3	Online Survey	August 2025
2.4	Public Meetings & Workshops	Fall 2025 & Winter 2026 (TBD)
2.5	Vision Statement and Goals	October 2025
3.0	Zoning Rewrite	
3.1	Draft Zoning Bylaw	October - December 2025
3.2	Present Recommendations	January 2026
3.3	Final Zoning Bylaw	February 2026

Cost Proposal & Budget

VHB will perform the Scope of Services contained in this Agreement on a Lump Sum basis by Task as outlined below. The fees in this proposal may be subject to change if not accepted within 60 days from the date of issue.

Task	Description	Fees
1.0	Zoning Audit	
1.1	Collect and Review Documentation	\$8,000
1.2	Kickoff Meeting and Community Tour	\$2,000
1.3	Define Issues and Opportunities	\$10,000
1.4	Zoning Audit Report	\$15,000
2.0	Stakeholder Outreach	
2.1	Develop Stakeholder Outreach Strategy	\$3,000
2.2	Stakeholder Sessions	\$10,000
2.3	Online Survey	\$3,000
2.4	Public Meetings & Workshops	\$12,000
2.5	Vision Statement and Goals	\$5,000
3.0	Zoning Rewrite	
3.1	Draft Zoning Bylaw	\$20,000
3.2	Present Recommendations	\$2,000
3.3	Final Zoning Bylaw	\$10,000
	Total Cost	\$100,000

Relevant Project Experience

Examples of VHB's experience with Zoning Conditions Assessments and similar initiatives at the local level can be found on the following pages.



MBTA Communities Rezoning Assistance

Burlington, Hanover, Hanson, Kingston and Sudbury

Client

Massachusetts Housing
Partnership (MHP)

Project Dates

2023-2024

Through the Massachusetts Housing Partnership's (MHP) MBTA Zoning Compliance Technical Assistance (3A-TA) program, VHB is worked with several towns to assist with rezoning to comply with the new MBTA Communities Act. Addressing the state's housing shortage, this law requires that towns and cities in Massachusetts that have (or border communities with) MBTA rapid transit, commuter rail, or bus service must rezone to allow for more multi-family housing.

Our team helped the Towns of Sudbury, Burlington, Hanson, Hanover, and Kingston by identifying district locations using GIS data, completing the state's compliance model, and drafting zoning language. We also created district visualizations and marketing materials to educate the public about compliance requirements and consequences of non-compliance. VHB is helping the Town of Burlington prepare an Economic Feasibility Assessment for submission to MHP with respect to the Town's policy that 15 percent of each residential project's units must be affordable in the new multi-family zoning district. In June 2024, Burlington and Sudbury adopted the MBTA Communities zoning through their respective Town Meetings.

VHB's understanding of this critical program has helped municipalities meet compliance requirements with ease and has enabled our developer clients to quickly identify sites for transit-oriented development opportunities.



Somerset Zoning Review

Somerset, MA

Client

Town of Somerset

Project Dates

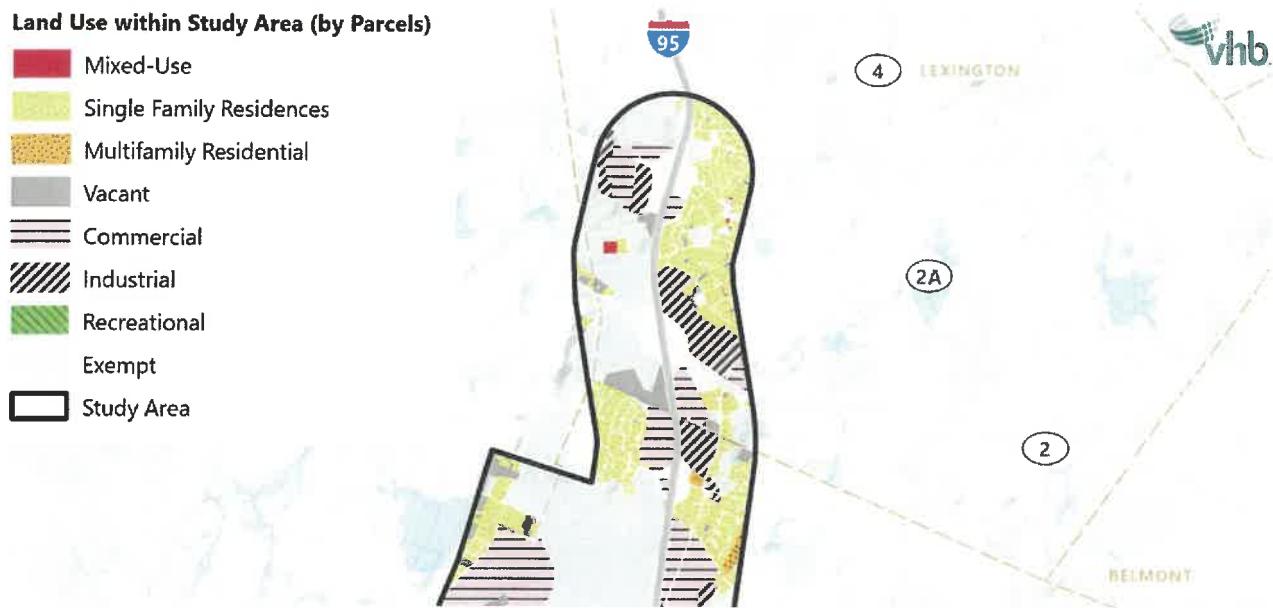
Start: March 2020

Completion: June 2021

VHB collaborated with the Town of Somerset to develop zoning recommendations aligned with the planning goals outlined in the Somerset Master Plan and Economic Development Plan (2019). The work included a detailed review of the town's zoning bylaws and map to identify discrepancies relative to strategic objectives, particularly focusing on mixed-use development, parking requirements in dense commercial areas, and provisions supporting economic development in industrial and commercial districts. VHB also explored opportunities for land use changes and proposed incentives such as density bonuses, flexible bulk regulations, and streamlined permitting to encourage transformative development.

As part of the zoning review process, VHB facilitated an Economic Development Self-Assessment (SWOT analysis) through a workshop with town staff and interviews. This process identified Somerset's strengths, weaknesses, opportunities, and threats, providing critical insights to inform zoning recommendations. The findings resulted in actionable suggestions to address gaps, optimize strengths, and align zoning practices with the town's long-term economic and development objectives.

To further support Somerset's planning goals, VHB prepared a comprehensive Development Guide to attract developers and investors. The guide outlined specific opportunity sites and clarified local planning and development processes, enhancing transparency and fostering investment confidence. Additionally, VHB engaged the community through a series of public workshops, facilitating targeted discussions on key decision points to ensure alignment with community needs and priorities.



Route 128 Corridor Study

Newton to Lexington, Massachusetts

Client
MassDOT

VHB Schedule

Start: August 2021
Completion: June 2023

Route 128 is a major regional artery, serving as a critical link in the Metro Boston transportation network. Over the past several decades, traffic volumes along the corridor have risen consistently due in large part to increased development along its length. Multimodal transportation investments to support this growth have not kept pace.

Connecting and linking land use visions to transportation policy and solutions are necessary to create a road map to a successful and thriving corridor. To that end, VHB is working with the MassDOT to establish the future land use, housing, and economic development assumptions of the segment of Route 128 between Newton and Lexington.

An important driver of success for this study is to engage diverse perspectives from throughout the corridor to ensure equitable outcomes. VHB's work for this project includes:

- Defining the goals, objectives, and evaluation criteria
- Documenting existing conditions
- Evaluating current and future issues and needs
- Establishing future no-build conditions
- Developing and analyzing alternatives
- Creating a recommendations and implementation plan
- Delivering a final report to MassDOT

The Route 128 Land Use and Transportation Study will provide MassDOT an Implementable Action Plan that is sustainable, equitable, forward thinking, and data driven.





Town of Westborough Housing Production Plan

Westborough, MA

Client

Town of Westborough

Project Dates

Start: January 2024

Completion: August 2024

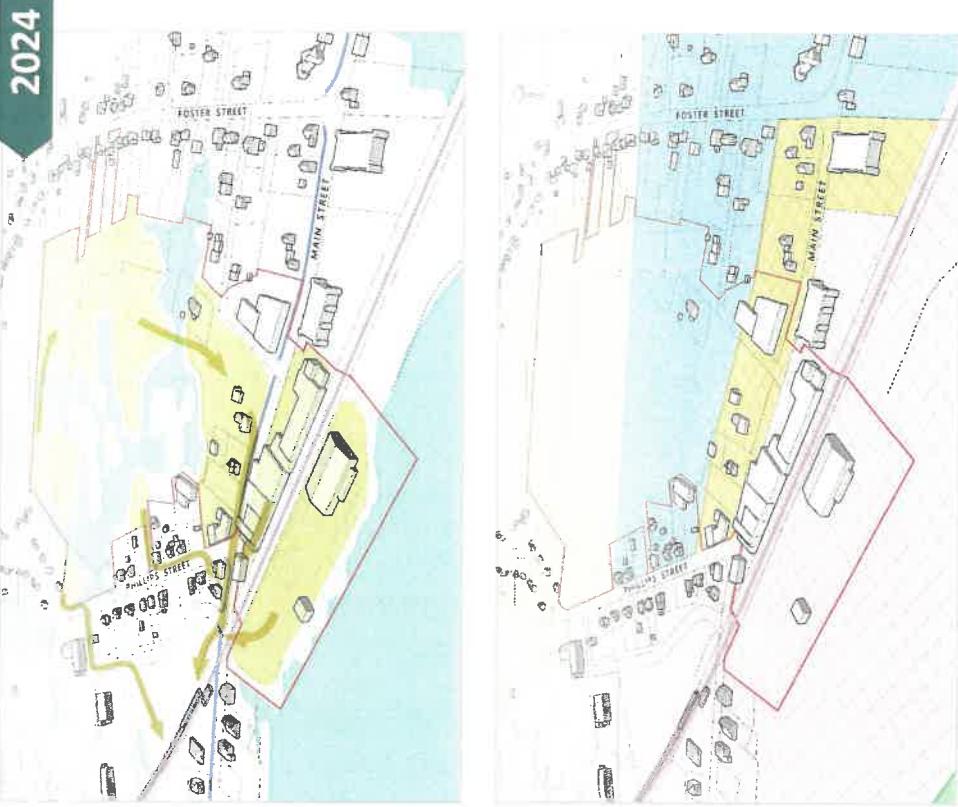
VHB worked with the Town of Westborough's Planning Department and Affordable Housing Trust to develop the municipality's first Housing Production Plan (HPP). In addition to satisfying the goals and intent of Massachusetts General Laws (G.L.) Chapter 40B, § 20 23 and in close coordination with Executive Office of Housing and Livable Communities (EOHLC), Westborough's HPP serves as a thorough examination of the Town's housing challenges and provide a roadmap for addressing them in a manner that is unique to Westborough. VHB developed the HPP with thoughtful input from the community by way of stakeholder interviews with key community-based organizations; local housing organizations, including Westborough's Affordable Housing Trust; and municipal leaders representing key agencies and services within the Town.

Utilizing data from various sources such as the U.S. Census Bureau and municipal records, VHB identified the housing needs of Westborough and developed recommendations that meet the necessary balance between the existing supply and demand of affordable housing. In addition, VHB identified potential obstacles to further development of affordable housing, and developed both qualitative and quantitative goals for affordable housing for Westborough as part of the HPP's Housing Needs Assessment. Guided by these goals, the Westborough's HPP details specific strategies for achieving Westborough's unique housing goals based on locally significant impediments to housing creation. Westborough's HPP includes a comprehensive Housing Needs Assessment along with a set of specific housing production goals and strategies to address these needs over the next five years (2024–2029).

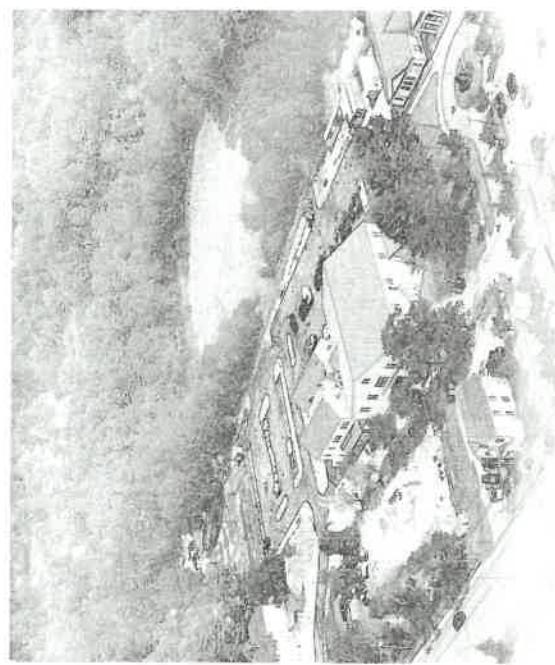
VHB Visual Samples

MBTA Communities Compliance Zoning LOCATION

Hanson, MA

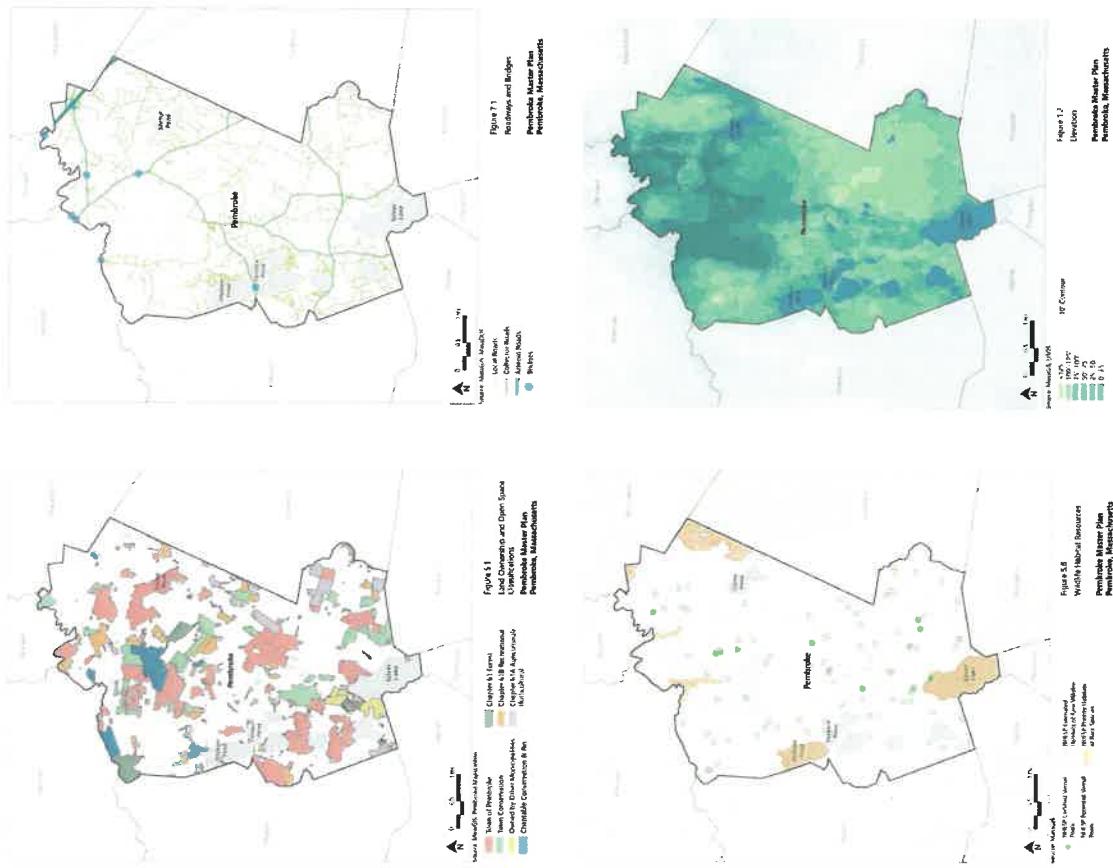


Pembroke Master Plan LOCATION



Pembroke MASTER PLAN

FEBRUARY 2024



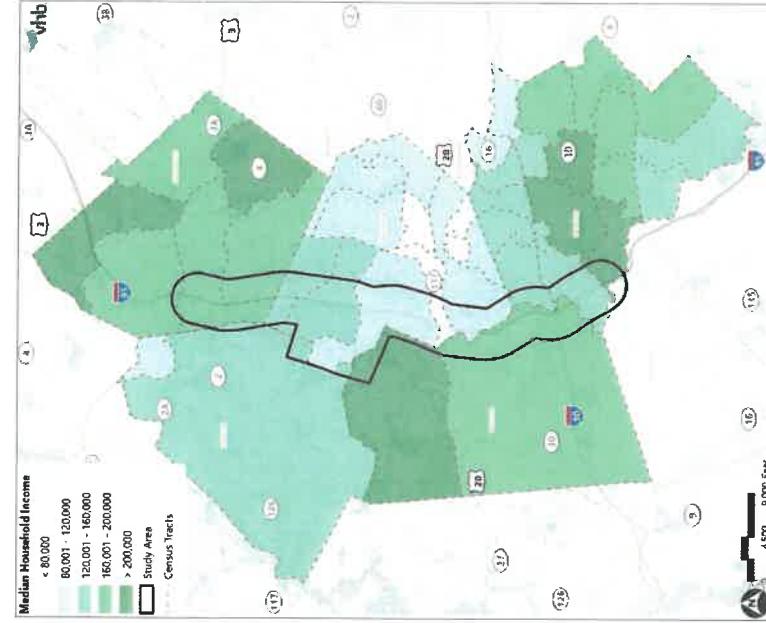
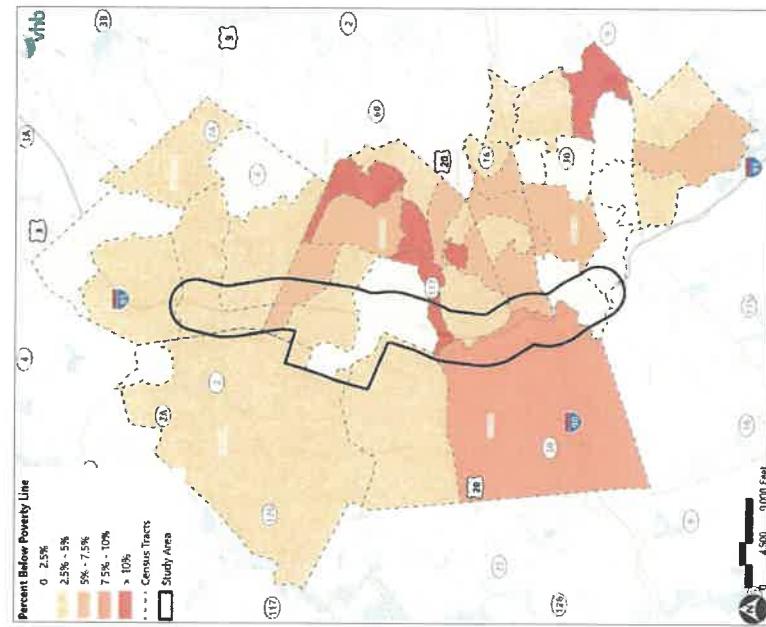
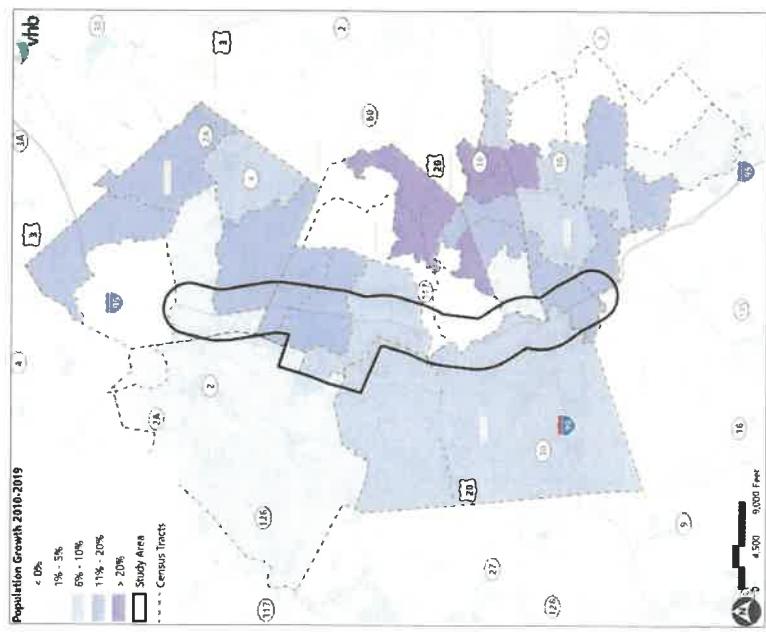
2023

Rt. 128/I-95 Corridor Plan LOCATION



2022

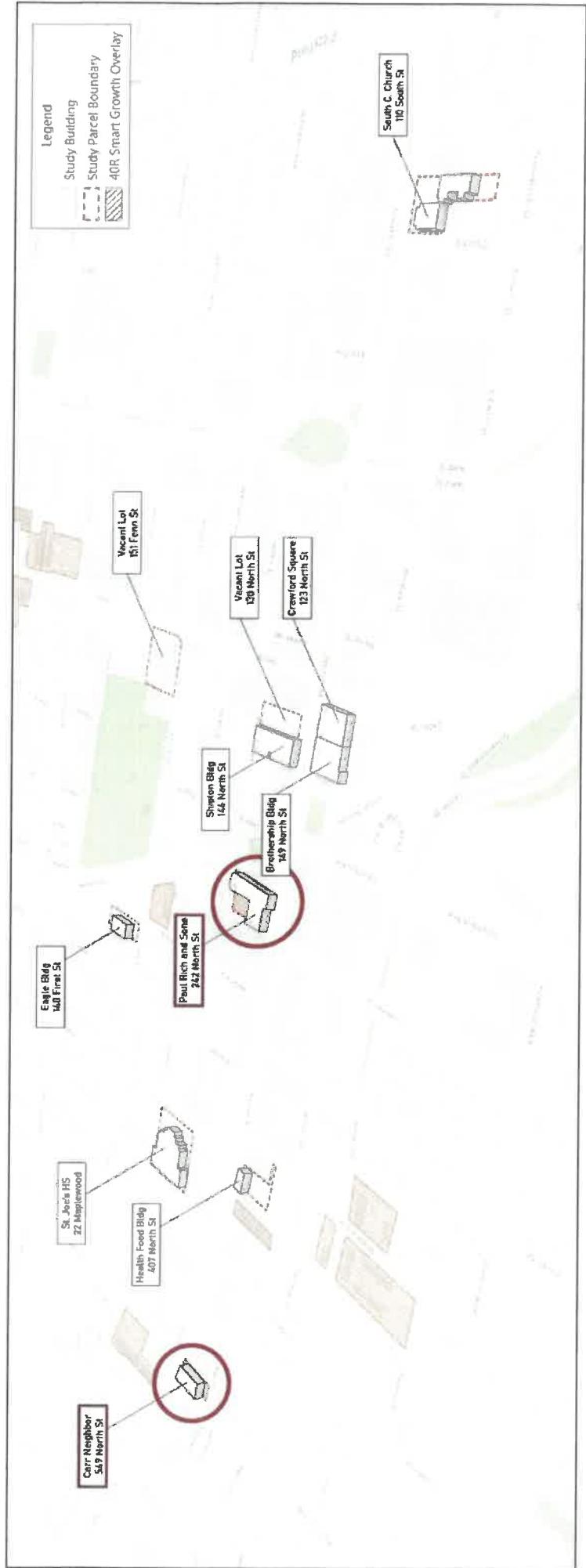
Route 128/I-95 LAND USE & TRANSPORTATION STUDY



Pittsfield Downtown Housing Plan

LOCATION Pittsfield, MA

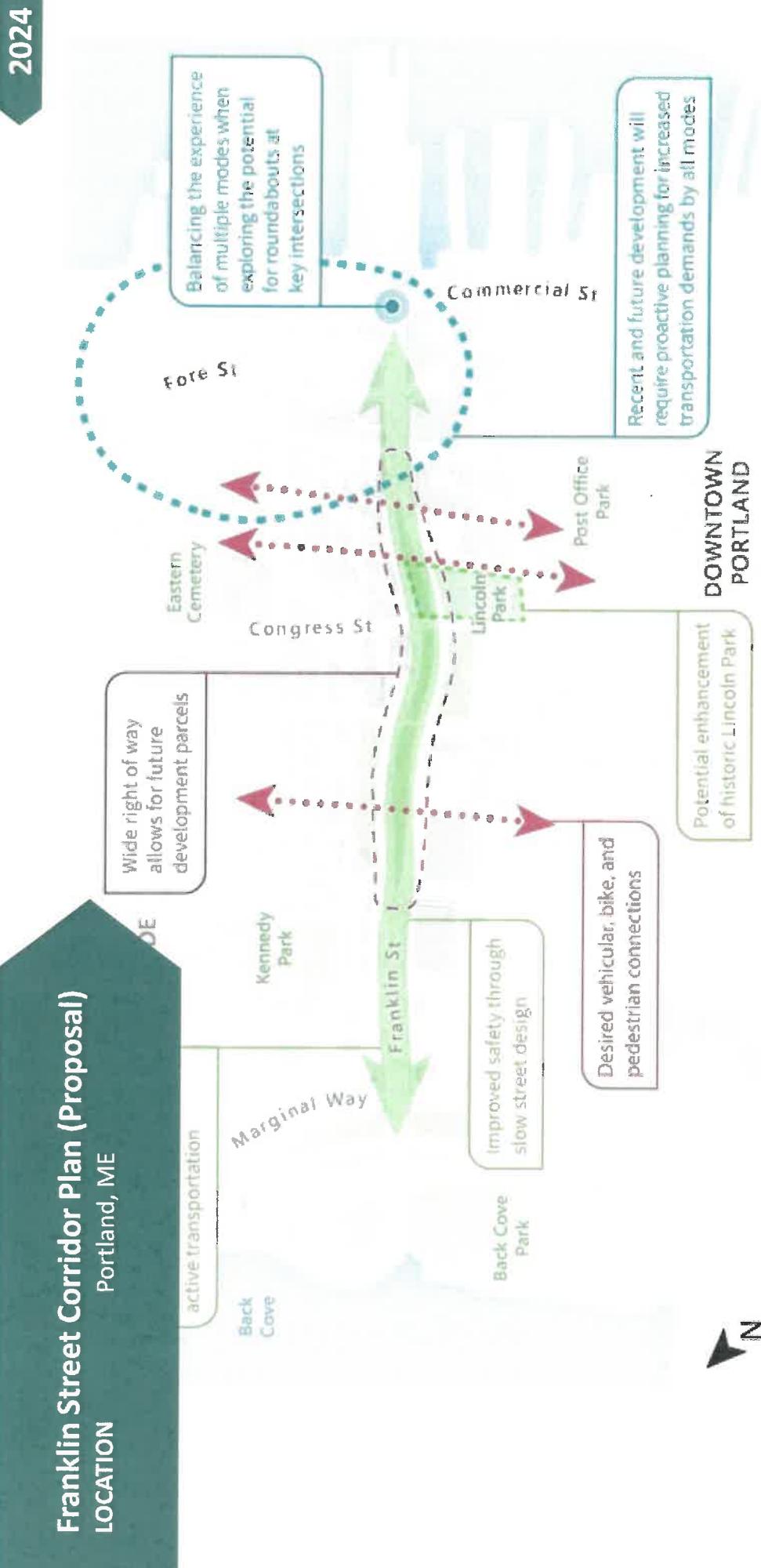
2024



Franklin Street Corridor Plan (Proposal)

LOCATION
Portland, ME

VHB | Middleton Zoning Review and Update Proposal



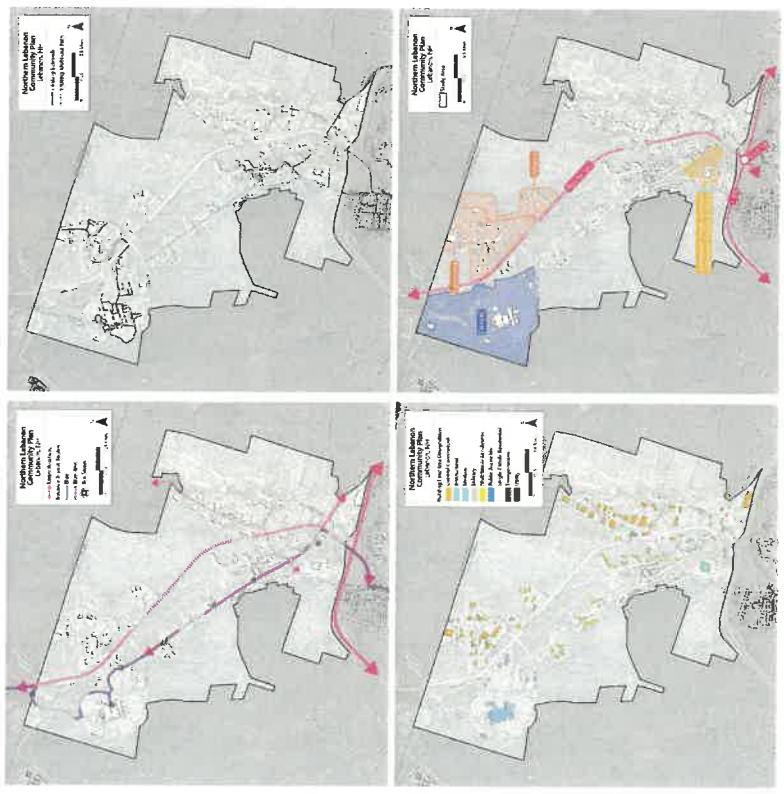
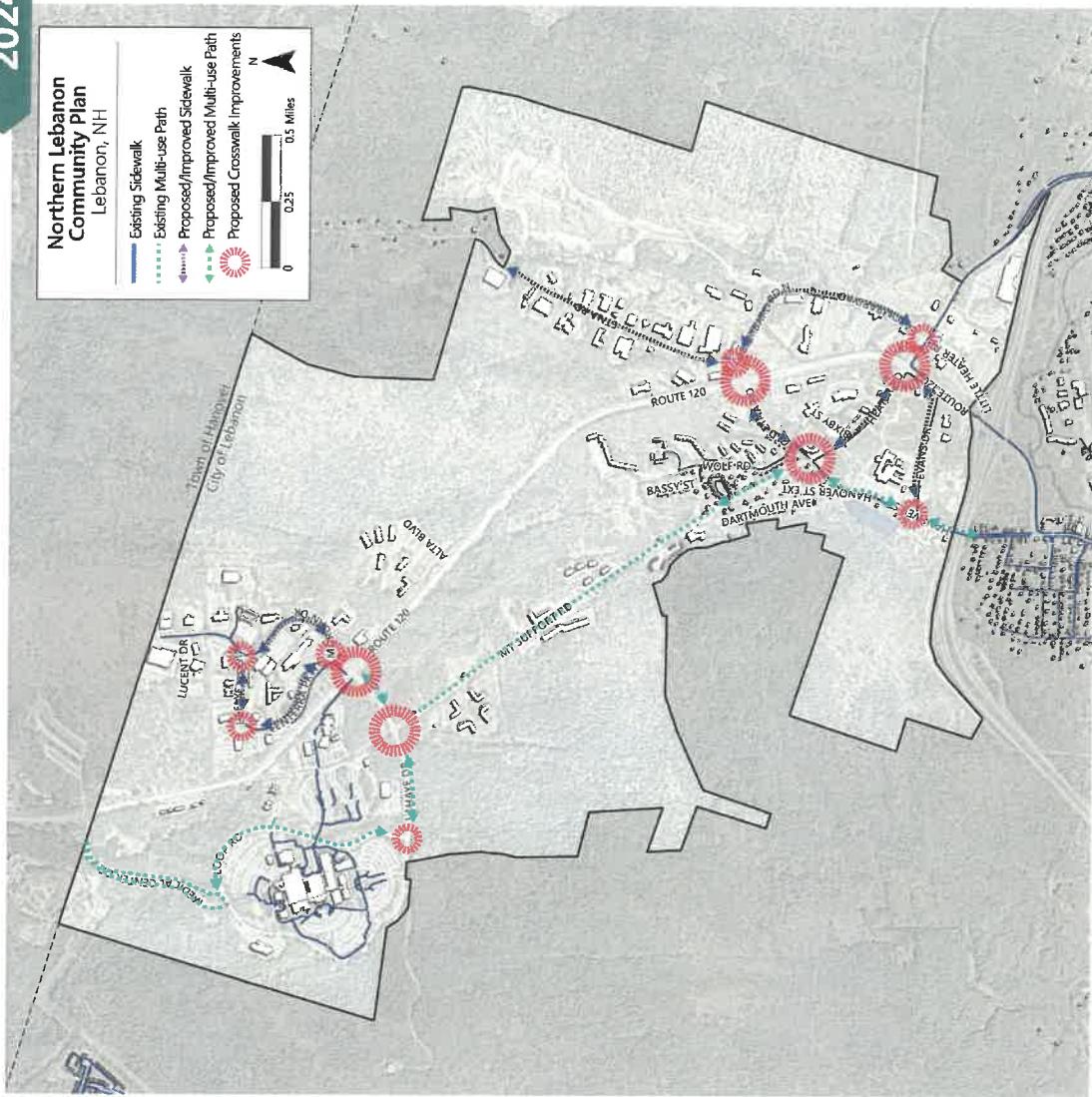
2024

North Lebanon Community Plan

LOCATION

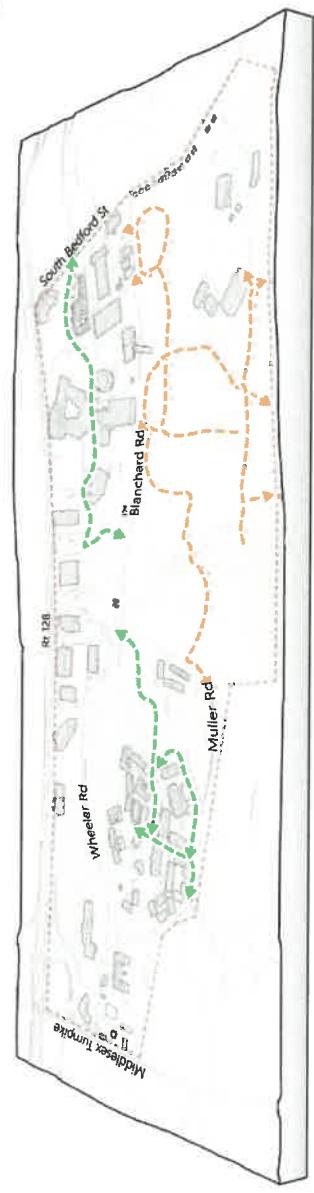
Lebanon, NH

VHB | Middleton Zoning Review and Update Proposal

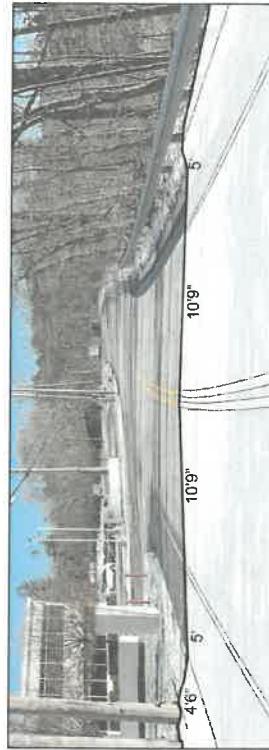
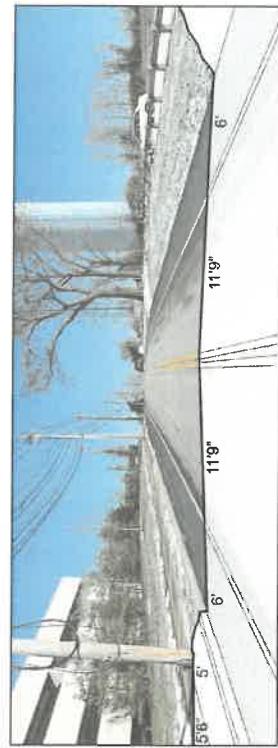


Blanchard Wheeler Corridor Plan

LOCATION Burlington, MA

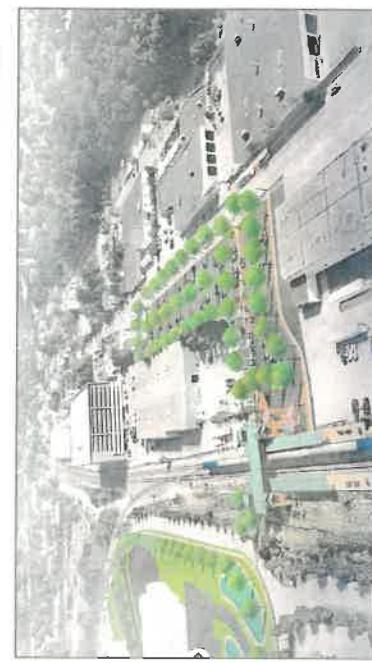


2022



Portland Train Station Site Selection

LOCATION Portland ME



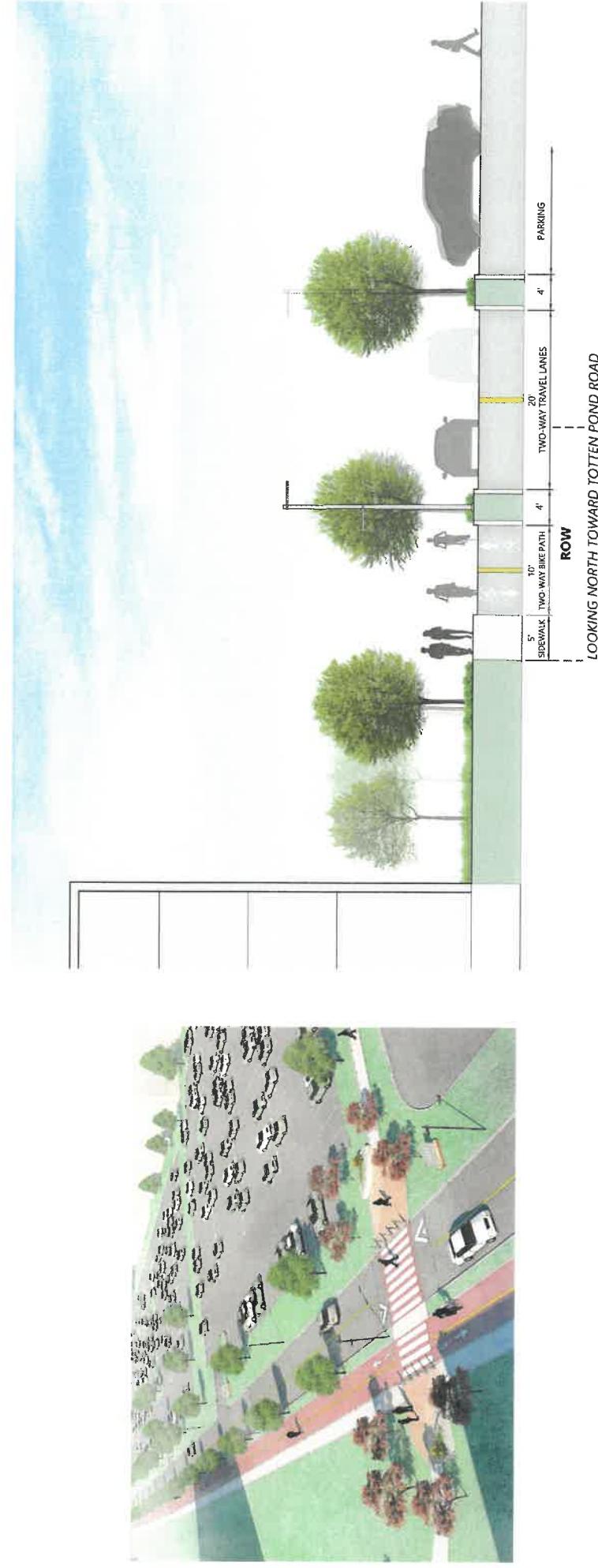
2022



Waltham Business Park Planning LOCATION

Waltham, MA

2022



TOWN OF MIDDLETON

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Middleton, 48 S Main Street, Middleton, MA 01949 (the “Town”), and

VHB
[“Contractor”]

LUKE MITCHELL
[Contact Name for Responsible Person]

260 ARSENAL PLACE #2
WATERTOWN, MA 02472
[Address of the Contractor]

(617)606-6335
[Telephone Number]

lamitchell@vhb.com
[email address]

1. This is a Contract for the procurement of the following:
(Describe the work to be performed)

SCOPE OF SERVICES

1.0 ZONING AUDIT

This initial phase will establish the foundation for a successful zoning bylaw update by conducting a thorough audit of the Town of Middleton’s existing zoning regulations. The purpose of the audit is to assess how well the current bylaws align with the Town’s planning goals, community values, and development needs, as well as to ensure consistency with Massachusetts General Law. The audit will uncover outdated provisions, internal inconsistencies, and regulatory barriers that may hinder desired growth and land use patterns. The findings from this phase will directly inform the rewrite process and help chart a course for creating a more streamlined, modern, and user-friendly zoning framework.

1.1 Collect and Review Documentation

VHB will collaborate closely with the Town to collect all relevant planning and regulatory materials, including the current zoning bylaw, zoning maps, recent zoning amendments, variance and special permit decisions, and any prior studies or plans that influence land use—such as the Master Plan, Housing Production Plan, and Open Space and Recreation Plan. This comprehensive document review will provide essential context, highlight existing zoning practices, and inform a baseline understanding of how the zoning bylaw is functioning in practice. Where possible, VHB will also review records of zoning enforcement activity to identify recurring issues or areas of confusion.

1.2 Kickoff Meeting and Community Tour

To build alignment and ensure the zoning audit reflects both technical and local knowledge, VHB will facilitate a kickoff meeting with key stakeholders, including municipal staff, Planning Board members, Zoning Board of Appeals, and other relevant committees. This meeting will confirm project goals, establish communication protocols, and gather preliminary insights from those most familiar with the Town’s zoning challenges. Following the meeting, VHB will conduct a guided tour of Middleton with Town staff and officials. This tour will provide firsthand exposure to development patterns, key opportunity areas, zoning anomalies, and physical conditions that may not be fully apparent through maps or documents alone.

1.3 Define Issues and Opportunities

Building on the findings from the document review and site visit, VHB will identify specific issues within the existing zoning framework that may impede the Town’s planning objectives. These may include outdated use definitions, overly rigid dimensional standards, or conflicts between zoning districts. In addition to identifying problems, the audit will also surface opportunities to improve clarity, accessibility, and adaptability of the zoning bylaw. Emphasis will be placed on aligning the zoning with local priorities, recent planning efforts, and evolving state regulations.

1.4 Zoning Audit Report

The zoning audit will culminate in a detailed written report that synthesizes the findings and presents clear, actionable recommendations. The report will include an assessment of how the current zoning performs in key areas—such as land use flexibility, design standards, procedural clarity, and legal compliance—and will highlight opportunities to modernize and simplify the bylaw. The document will serve as a roadmap for the next phase of the project, laying out preliminary strategies for restructuring and rewriting the bylaw in a way that is tailored to Middleton’s needs and aspirations. The audit report will be presented to the Town and discussed with stakeholders to ensure alignment before proceeding to the drafting phase.

2.0 STAKEHOLDER OUTREACH

An effective zoning update process depends on meaningful and transparent engagement with the community. This phase is designed to ensure that the perspectives, priorities, and concerns of Middleton’s residents, businesses, and civic leaders are actively incorporated into the project. By fostering inclusive participation and maintaining open lines of communication, the outreach effort will help build public trust, generate buy-in, and ensure that zoning recommendations reflect local values.

2.1 Develop Stakeholder Outreach Strategy

Working closely with the Planning Director and other Town staff, VHB will develop a detailed stakeholder outreach plan that outlines clear goals, methods of engagement, and a timeline for

implementation. This strategy will identify key stakeholder groups—such as municipal boards, local business owners, neighborhood associations, environmental advocates, housing proponents, and others—and tailor engagement approaches to reach each audience effectively. The plan may include a mix of in-person meetings, virtual sessions, and surveys, depending on the Town’s preferences and needs.

2.2 Stakeholder Sessions (up to 6)

VHB will organize and facilitate up to six focused stakeholder sessions designed to elicit in-depth feedback on zoning issues and opportunities. These sessions may be conducted as small group discussions, workshops, or roundtable-style conversations, depending on the audience and topic. Participants may include members of the Planning Board, Zoning Board of Appeals, Conservation Commission, developers, housing advocates, and representatives from business, cultural, and civic organizations. Each session will be structured to encourage open dialogue about current zoning challenges, desired land use outcomes, and opportunities for regulatory reform.

2.3 Board Meetings/Public Hearings (up to 3)

To ensure transparency and maintain alignment with local leadership, VHB will attend up to three public meetings and/or hearings with relevant municipal boards—such as the Planning Board or Select Board—to present findings from the Zoning Audit and discuss emerging recommendations. These meetings will serve as key touchpoints to share progress, receive feedback, and refine the direction of the project in collaboration with Town officials and the public. Presentations will be tailored to each audience, with an emphasis on clear, jargon-free communication and opportunities for questions and discussion. These sessions will also help prepare the community and decision-makers for the formal adoption process down the line by building familiarity with the issues and the rationale for proposed changes.

3.0 ZONING REWRITE

This final phase will synthesize the findings from the Zoning Audit and insights gathered through stakeholder engagement into a modern, cohesive zoning bylaw tailored to the needs and aspirations of the Town of Middleton. The revised bylaw will reflect a more intuitive structure, user-friendly language, and regulatory clarity, all while supporting the Town’s vision and town character. The goal is to produce a zoning framework that is consistent with state law and practical to administer.

3.1 Draft Zoning Bylaw

VHB will develop a comprehensive preliminary draft of the updated zoning bylaw, restructuring and refining its contents to improve clarity, usability, and alignment with best planning practices. This initial draft will address known issues identified during the audit—such as outdated definitions, rigid dimensional standards, procedural inefficiencies, or barriers to desired development types—and incorporate changes that support the Town’s long-term goals. The draft will also ensure compliance with current Massachusetts General Law and reflect relevant guidance from recent policy changes. Key improvements may include simplified language, a more logical organizational format, and/or updated district standards. Throughout this process, VHB will work closely with Town staff to ensure the draft is grounded in local context and practical for day-to-day administration.

3.2 Present Recommendations

Once the draft bylaw is complete, VHB will present the proposed zoning framework to the Town and its stakeholders in a clear and accessible format. This will include a series of presentations and

facilitated discussions—potentially through public meetings, working sessions, or community forums—designed to walk through the structure and content of the new bylaw, highlight key changes from the current version, and explain the rationale behind proposed revisions. Visual aids, annotated summaries, and comparison tables may be used to help stakeholders understand the differences and implications. Feedback from these sessions will be used to refine the draft, resolve points of confusion, and ensure broad community support heading into the adoption process.

3.3 Final Zoning Bylaw

Informed by feedback and any final adjustments, VHB will produce a final version of the zoning bylaw, ready for formal review and consideration by the Planning Board and Town Meeting. The final bylaw will be provided in a clean, fully formatted document, accompanied by explanatory materials such as a summary of changes, adoption recommendations, and implementation guidance. VHB will remain available to support Town staff and officials during the review and adoption process, including assistance with warrant article language and clarification of key provisions as needed.

2. The Contract price to be paid to the Contractor by the Town is: \$75,000

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$75,000 as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized

representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.

5.5 Goods: Goods, Supplies, Services or Materials.

5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before **May 31, 2026**, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant.

7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

1. STANDARD OF CARE: In providing services under this Agreement, the Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No warranty, express or implied is made.
2. RELIANCE ON DATA: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) business days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

If either party fails to fulfill, in timely and proper manner, its obligations under this Agreement, the other party shall thereupon have the right to terminate this Agreement with seven business days written notice of such failure and termination to the other party.

- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven business (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

- 9.3 Default. The following shall constitute events of a default under the Contract:

any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contact, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

3. **AVAILABILITY:** Client agrees that Client officers and staff will be available for consultation, for arranging meetings and coordinating communication with the representatives of Client, stakeholders, and others as necessary.
4. **RELIANCE ON DATA:** The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
5. **HAZARDOUS MATERIALS:** Both parties acknowledge that the Consultant's Scope of Services does not include any services related to asbestos or hazardous or toxic materials.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Middleton shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs,

attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising

out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, section, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;

(f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and

(g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if (1) the Contract is signed by a majority of the Board of Selectmen; and (2) endorsed with approval by the Town Accountant

as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Middleton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors, other than those identified in the proposal, without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Middleton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor hereby agrees to indemnify and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, through gross negligence by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor hereby agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury

to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by act of gross negligence by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act of gross negligence by in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act of gross negligence by on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

21.5 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of

this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Middleton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The

Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

6. OWNERSHIP OF INSTRUMENTS OF SERVICE: The Consultant shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto.
7. ELECTRONIC MEDIA: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the project. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant. In no event will the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
8. NONEXCLUSIVE LICENSE: Upon Execution of this Agreement, the Consultant grants to the Client a nonexclusive license to reproduce and use the Deliverables for the purposes for which they were intended as described in the Scope of Services.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Middleton shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Middleton by:

Select Board:

JEFFREY P. GARBER Date

RICHARD KASSIOTIS Date

KOSTA E. PRENTAKIS Date

BRIAN M. CRESTA Date

DEBBIE CARBONE Date

ANNA BURY CARMER, Planning Director Date

JUSTIN SULTZBACH, CPA, Town Administrator Date
Print Name

The Contractor by:

Signature Date

Mark Junghans, Principal, VHB (Contractor)
Print Name & Title

Certified as to
Appropriation/Availability of Funds:

SARAH WOOD, Town Accountant Date

Certified as to Form:

JAY TALERMAN, Town Counsel Date

BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
_____, authorized signatory for

name of signatory

, whose

name of contractor

principal place of business is at _____

_____, does hereby certify under the pains and penalties of perjury that
_____, has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

Name

Federal Tax ID # or Social Security #

BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED