

MIDDLETON SELECT BOARD
MEETING AGENDA
FULLER MEADOW ELEMENTARY SCHOOL
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
TUESDAY, OCTOBER 7, 2025
5:00 PM

This meeting is being recorded

- | | |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5:00 pm | 1. Business <ul style="list-style-type: none">• Warrant: 2607, FP71• Minutes: September 16, 2025 ES and September 16, 2025 OS.• Town Administrator Updates and Reports |
| 5:15 pm | 2. Grant Acceptance – Assistance to Firefighter Grant |
| 5:20 pm | 3. Donation Acceptance - \$500 Police Department and Fire Dept. in memory of Karen Mathews |
| 5:25 pm | 4. Retired Reserve Officers Policy Discussion |
| 5:40 pm | 5. Department Head Update: Paul Goodwin – Brigadoon Sidewalks |
| 5:50 pm | 6. Annual Licensing Schedule and Process Update |
| 6:00 pm | 7. Public Comment <i>(held at 6pm for all Select Board meetings)</i> |
| 6:05 pm | 8. Appointment - Temporary Planning Director – Delia Furguson |
| 6:15 pm | 9. Appointments – Recreation Commission – (2 Seats) <ul style="list-style-type: none">• Candidate – Herman Learmond-Criqui• Candidate – Abigail Parcellin• Candidate – Hayato Tsurumaki |
| 6:30 pm | 10. Surplus Town Properties: Status Update |

Upcoming Meetings

| | |
|-------------|------------------------------|
| October 21 | Regular Select Board Meeting |
| November 4 | Regular Select Board Meeting |
| November 18 | Regular Select Board Meeting |

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

MEETING MINUTES
MIDDLETON SELECT BOARD MEETING
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
September 16, 2025 at 5pm



With a quorum present the Chair called the meeting to order at 5:07pm and announced *this meeting was recorded*.
Select Board present: Brian Cresta, Chair; Debbie Carbone, Clerk; Jeff Garber; Rick Kassiotis; Kosta Prentakis
Also attending: Justin Sultzbach, Town Administrator; Jackie Bresnahan, Assistant Town Administrator; others as noted.

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

1. Business

- **Warrant:** 2606/ September 18, 2025: Payroll: \$ 875,000 ; Bills Payable: \$1,286,000: FP70 - \$ 128,000
The Town Accountant/Finance Director Sarah Wood has reviewed the warrant and requested the Board 's approval.
Town Administrator Sultzbach provided a brief overview of the warrant as presented.
Vote: *On a motion by Prentakis, seconded by Carbone, the Board voted **unanimously to approve** Warrant 2606 & FP70.*
- **Minutes:** OS: September 2, 2025 # 1 & #2; ES July 8, 2025 #1 & #2; ES August 5, 2025 #1 & #2;
Vote: *On a motion by Kassiotis, seconded by Carbone, the Board voted **unanimously to approve** the minutes as presented.*
- **Town Administrator Updates & Reports- J. Sultzbach**
 - We met with our counterparts in Topsfield & Boxford two weeks ago to discuss the Public Health Excellence (PHE) Grant. We appreciate their partnership on this crucial initiative.
 - The Town Administrator met with BCA Architects relative to the Flint Library conditions assessment. We will be holding off the kickoff meeting until the Library Director & Facilities Director are in place.
 - We have candidates for the Facilities Director and will be conducting interviews in the last week in September.
 - Superintendent Goodwin and I have been meeting with other water users in the region, most recently with the Town of Danvers to discuss potential EPA grants.
 - Thank you to Chief LeColst & the Patriotic Observances Committee for cording a somber 9/11 ceremony last week at the Howe Manning school.
 - The Town Administrator has been working with the team at the Municipal Complex to work through some grading issues and opportunities at the future town green. A proposed change will go before the Building Committee tomorrow evening, with a recommendation to come before the Select Board at your upcoming October 7th meeting.
 - The Town Administrator was visited by members of the Ipswich River Watershed Association today to talk about water resiliency in Middleton. It was a productive conversation; he looks forward to future opportunities to collaborate on policy that's a good fit for Middleton.
 - Chief LeColst has notified the Town Administrator the order for the ladder truck is nearing completion. We will provide a brief presentation at an upcoming meeting so residents can get a better idea for the equipment and challenges that come with ordering fire apparatus in the modern era.
 - Assistant Assessor Kate Davies is completing her Assessor's training; this is a huge accomplishment.
- **Middleton Municipal Campus Update:** New Building Hours & Moving Process - J. Sultzbach
The Town Administrator is coordinating with various Department Heads on proposed hours of operation, effective when the move to the new building is complete; anticipated for early spring 2026. The proposed hours: Monday-Friday opening at 7:30am with offices closing at 4:30pm Mondays, Wednesdays, Thursdays; 5:30pm on Tuesdays; 12 noon on Fridays. The Town Administrator is also working on moving logistics with a goal to have a plan in place by the end of

November. This includes staff's personal items, specialized town owned items, and files. Items no longer needed will be surplus.

2. Department Head Update: Town Planner – Anna Bury Carmer

A. Bury Carmer gave an overview/update including the following:

- The technical Zoning Bylaw review of technical updates and clarifications. This project is currently on schedule; a public forum will be held September 30 to review the audit, recommendations, and scope of the project. The re-write will be drafted following the forum with the intention to have the updated bylaw ready for approval at the May 2026 Town Meeting.
- The Planning Department is also overseeing the North Main Street corridor study to consider i.e. options for economic development, esthetic improvements; this is in the initial stage.
- Digitalizing the files is an ongoing project with the goal for this to be completed prior to the move to the new building.
- Applications have been submitted for ADUs under the updated bylaw.
- The Maple Street Bridge is at 50% design. It is anticipated to go out for bid in 2026 with work beginning in 2027.
- A brief overview of the Affordable Housing Trust Home Repair program in partnership with Habitat for Humanity to help qualified homeowners safely remain in their homes. Applications will be accepted when the program goes live, anticipated by the end of October.

3. Continued Liquor License Violations Public Hearings – J. Sultzbach

- I. 232 South Main St. – Vinumn: Walk in cooler & mounted sign
- II. 156 South Main St- Richdale: Walk in cooler & work without permit

The violations at 156 S. Main Street have been resolved to the satisfaction of Commissioner Fitzpatrick and the hearing may be closed. The Commissioner is mostly satisfied with the remedies at 232 S. Main Street with the minor change out in one area from wood material to metal.

***Vote:** On a motion by Kassiotis, seconded by Prentakis, the Board voted unanimously to close out the Public Hearings for 156 S. Main Street and 232 S. Main Street.*

4. Review ABCC (Alcoholic Beverages Control Commission) Bulleting re: Local Policy Choices relative to on-premise licenses

J. Bresnahan reviewed the local policy option recently issued by the ABCC to allow “drinking on premises of the establishment, wine and malt beverage license” allow these license holders to appeal to the Select Board, as the licensing authority, for an all alcohol license instead. The cost difference between the two licenses is \$1500-\$2000. There are two all Alcohol on Premises licenses available at this time. The adoption of this policy would need to be voted at Town Meeting. The Board did not believe there would be enough interest to adopt this policy.

5. Surplus Town Properties: Status Update – J. Sultzbach

- The RFP for the Police Station is finalized and set to be posted in the central register October 1 for six weeks.
- CBI Consulting submitted a revised proposal for the Fire Station site investigation and feasibility study. J. Sultzbach summarized an unscheduled on site meeting with himself and Select Board members Prentakis and Garber during which maintaining the bays i.e. for storage, was suggested with i.e. a patio area on top for the library. The cost of moving the utilities to the library and leaving the existing wall as a retaining wall will be looked into.
- A cost estimate is being prepared by C.G. Johnson regarding the reuse of Memorial Hall.
- The old town hall property is on hold for the moment for further discussions on the feasibility study of potential maintenance costs and a new septic.

Harborlight Homes, a non-profit organization for low income housing, made a presentation to the Affordable Housing Trust. Harborlight builds, operates and manages low income housing and is aware the Town of Middleton is considering an RFI for Memorial Hall and/or the Locust Street property. B. Cresta recommended the town have a conversation with Harborlight.

6. Citizen Academy Schedule Overview – J. Bresnahan

J. Bresnahan reported the Citizen's Academy is fully booked with 20 participants and gave an overview of the 8 week schedule which begins September 25th. "Graduation" will be held at the December 2 Select Board meeting.

7. Public Comment – 6pm

Susan Piccoli, Lakeview Ave announced a town-wide litter pick up was planned for September 20. She recognized those departments and organizations supporting the event.

8. Wellpath Bankruptcy Update – J. Sultzbach

J. Sultzbach reported the Fire Chief was initially able to recoup a large portion of the unpaid ambulance bills. Since then the Sheriff's Office has paid the balance on the amount due the town. The Sheriff's Office was recognized for being a good partner, as well as the Fire Chief and finance team for staying on top of this.

9. Review 35 Village Road 40B Comment Letter - The Chair summarized since the public forum meeting with the proposed developer a few weeks ago, the developer has filed documents with the state for a 40 B project. The town has 30 days to submit a Comment Letter to Mass Housing. The Town Administrator requested and received an extension for the Select Board to review the letter. A. Bury Carmer was credited for compiling the data, and department heads for their contributions. The Letter expressed the town's support of affordable housing initiatives, and concerns regarding the proposed project as presented. Therefore, the letter stated the project could be viable, but as proposed was not. It is anticipated the Developer would take into consideration comments /concerns from the town/community and submit a revised plan to the state. J. Sultzbach encouraged residents to reach out with questions/comments/concerns.

Vote: *On a motion by Prentakis, seconded by Carbone, the Board voted to approve the Comment Letter to Mass Housing as provided in the meeting packet. The Board signed the Comment Letter.*

10. Appointments: Police Department – Detective Kosta Agganis

Police Chief Sampson was present to recommend the appointment of Kosta Agganis as Deputy. The Deputy position was vacated due to promotions within the department. K. Agganis spoke to the appointment, expressing his gratitude. The Board spoke positively on K. Agganis's ethic's and work in town.

Vote: *On a motion by Garber, seconded by Carbone, the Board voted unanimously to appoint Kosta Agganis as Detective for the (Middleton Police Department.)*

11. Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining negotiations: Police Union request relative to Residency

12. Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to litigation: Turnout Gear Damages

13. Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining negotiations: Library Union Contract Review

Vote: *6:20pm - On a motion by Prentakis, seconded by Carbone, the Board voted unanimously by roll call to enter into Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining negotiations: Police Union request relative to Residency; Turnout Gear Damages; Library Union Contract Review and return to open session.*

Return to Open Session – The Board returned to open session at 7:10 pm

14. Ratify Library Union Contract – The Chair noted the Library Union was a new union in town and thanked the negotiating team, who will be engaging the next iteration of this contract to begin on July 1, 2026.

Vote: *On a motion by Prentakis, seconded by Kassiotis, the Board voted unanimously for the ratification of the (Library) Union Contract through June 30, 2026.*

15. Joint Meeting with the Library Board of Trustees to discuss Library Director hiring process – 7PM

Call to Order: *With a quorum present a meeting of the Library Board of Trustees was called to order at 7:11pm.*

Present: Mark Moreschi; Maria Paikos-Hantzis; Susan Piccole; Allison Sloan; Kosta Prentakis.

A screening committee for the Library Director held their first meeting to review the list of five semi-finalists; this will begin the process to interview and bring forward two to three finalists for consideration in a joint meeting of the Select Board/Trustees. The goal is to make an offer by October 13, 2026 to have the Director in place no later than the end of November.

S. Piccole questioned the Select Board being involved in the appointment process of the Library Director. She referenced the Mass Board of Library Commissioners' policy that states the Trustees hires and evaluates the Library Director. The Town Charter states the Library is an autonomous board and makes decision for the library and is who the Library Director reports to.

It was noted two Select Board members are on the screening committee and participate in deciding the finalists. A lengthy discussion followed with the Select Board supporting a joint hiring process as the Library Director is a senior department head position in town which manages union staff and is responsible for a department budget.

There was confusion with the position of the Trustees with multiple people participating in the clarification. J. Bresnahan referenced Open Meeting Law - when a public body is the appointing authority for a position, interviews for the final candidate must be held in public session. There can only be one screening committee ahead of the appointing authority interviewing the final candidate (s), and a full library Board of Trustees cannot not serve as a Screening Committee and may not meet in executive session to hold finalist interviews.

A joint meeting of the Select Board & Library Trustees is the appointing authority for the Library Director. There was much time spent clarifying K. Prentakis's one vote as both a Select Board and a Library Trustee.

Chair Cresta ended the discussion by stating a joint appointment provides a vote of confidence for the candidate. The Boards were open to final interviews being held October 10. J. Bresnahan will finalize the date, time and place.

J. Bresnahan was acknowledged for her work as interim Library Director.
The Library Trustees adjourned their meeting at 8pm.

16. Executive Session pursuant to G.L. c. 30A, s. 21(a)(2) to discuss strategy with respect to non-union personnel: Town Administrator parental leave discussion.

17. Executive Session pursuant to G.L. c. 30A, s. 21(a)(2) to discuss strategy with respect to non-union personnel: Finance Director/Town Accountant contract extension discussion.

Vote: On a motion by Prentakis, seconded by Carbone, the Board voted unanimously by roll call to enter into Executive Session pursuant to G.L. c. 30A, s. 21(a)(2) to discuss strategy with respect to non-union personnel: Town Administrator parental leave discussion and Finance Director/Town Accountant contract extension discussion and to not return to open session but adjourn directly from executive session.

Adjournment: *The Board unanimously adjourned at 7:05 pm*

Upcoming Regular Select Board Meetings: October 7 & 21

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

- Warrant Warrants 2606 and FP FP70
- Minutes
- Memo: J. Sultzbach Re. New Town Hall Hours & Moving Process 9.16.25
- OSD Moving & Storage Services
- Memo: ABCC Advisory - June 30, 2025
- Memo: J. Sultzbach Re: Surplus Property Next Steps 9.16.25
- SOCOTEC Consulting – Fire Station proposal 9.12.25
- Citizen's Academy 2025 - session/location
- Memo: J. Sultzbach RE: Wellpath Bankruptcy 9.8.25

Draft

- Mass Housing Comment Letter – Village Road
- Memo: Chief Sampson RE: Notice of Police Officer K. Agganis Assignment as a Detective 9.10.25

Adjournment: *The Board voted unanimously to adjourn at 9:07 pm.*

Respectfully submitted by

Catherine E. Tinsley

Catherine Tinsley, Recording Secretary

Debbie Carbone, Select Board Clerk

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

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Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/20/2025



FEMA

Michael Feinberg
TOWN OF MIDDLETON TOWN HALL
48 S MAIN ST
MIDDLETON, MA 01949

EMW-2024-FG-04968

Dear Michael Feinberg,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$77,619.04 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$3,880.96 for a total approved budget of \$81,500.00. Please see the FY 2024 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Stacey Street

Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Assistance to Firefighters Grant

Recipient: TOWN OF MIDDLETON TOWN HALL

UEI-EFT: VD86CNL78KY7

Award number: EMW-2024-FG-04968

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

| Object Class | Total |
|------------------|-------------|
| Personnel | \$0.00 |
| Fringe benefits | \$0.00 |
| Travel | \$0.00 |
| Equipment | \$80,000.00 |
| Supplies | \$0.00 |
| Contractual | \$1,500.00 |
| Construction | \$0.00 |
| Other | \$0.00 |
| Indirect charges | \$0.00 |
| Federal | \$77,619.04 |
| Non-federal | \$3,880.96 |
| Total | \$81,500.00 |
| Program Income | \$0.00 |

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FG NOFO.

Approved request details:

Grant writer fee

Grant writer fee

DESCRIPTION

Non-affiliated professional grant writer

| QUANTITY | UNIT PRICE | TOTAL |
|----------|------------|------------|
| 1 | \$1,500.00 | \$1,500.00 |

BUDGET CLASS

Contractual

Personal Protective Equipment (PPE)

Complete Set of Turnout Gear

DESCRIPTION

Complete set of wildland PPE including helmet, hood, coat, gloves, pants, boots, suspenders, canteens and backpacks

| | QUANTITY | UNIT PRICE | TOTAL | BUDGET CLASS |
|--------|----------|------------|-------------|--------------|
| Cost 1 | 40 | \$2,000.00 | \$80,000.00 | Equipment |

CHANGE FROM APPLICATION

Unit price from \$2,500.00 to \$2,000.00

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. Cost requested for a complete set of wildland turnout gear exceeds the average price range calculated from market research and prior awards for the same item.

Equipment

Appliance(s)/Nozzle(s)

DESCRIPTION

NOZZLE 20 & 95 GPM, 1.5" NH THREAD

| | QUANTITY | UNIT PRICE | TOTAL | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0 | \$0.00 | \$0.00 | Equipment |

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$495.00 to \$0.00

JUSTIFICATION

Equipment: The application did not score high enough during peer review panel to receive funding.

Appliance(s)/Nozzle(s)

DESCRIPTION

10-25 GPM FORESTRY NOZZLE W/ BUMPER, MASS FORESTRY THREAD (1.421 X 11)

| | QUANTITY | UNIT PRICE | TOTAL | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0 | \$0.00 | \$0.00 | Equipment |

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$92.00 to \$0.00

JUSTIFICATION

Equipment: The application did not score high enough during peer review panel to receive funding.

Hose (Attack/Supply)

DESCRIPTION

1.5" x 100' forestry hose

| | QUANTITY | UNIT PRICE | TOTAL | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0 | \$0.00 | \$0.00 | Equipment |

CHANGE FROM APPLICATION

Quantity from 10 to 0

Unit price from \$195.00 to \$0.00

JUSTIFICATION

Equipment: The application did not score high enough during peer review panel to receive funding.

Specialized Equipment (Other)

DESCRIPTION

ONE TIME SPECIAL THREAD FEE FROM MANUFACTURER

| | QUANTITY | UNIT PRICE | TOTAL | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0 | \$0.00 | \$0.00 | Equipment |

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$95.00 to \$0.00

JUSTIFICATION

Equipment: The application did not score high enough during peer review panel to receive funding.

Hose (Attack/Supply)

DESCRIPTION

1" x 100' forestry hose

| | QUANTITY | UNIT PRICE | TOTAL | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0 | \$0.00 | \$0.00 | Equipment |

CHANGE FROM APPLICATION

Quantity from 10 to 0

Unit price from \$170.00 to \$0.00

JUSTIFICATION

Equipment: The application did not score high enough during peer review panel to receive funding.

Appliance(s)/Nozzle(s)

DESCRIPTION

FORESTRY GATED WYE 1.5" NST X (2) 1.5" NST

| | QUANTITY | UNIT PRICE | TOTAL | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0 | \$0.00 | \$0.00 | Equipment |

CHANGE FROM APPLICATION

Quantity from 2 to 0

Unit price from \$220.00 to \$0.00

JUSTIFICATION

Equipment: The application did not score high enough during peer review panel to receive funding.

Appliance(s)/Nozzle(s)

DESCRIPTION

1.5" NH RIG RL F X 1" (1.421X11) MASS FORESTRY MALE ADAPTER, HARDCOAT

| | QUANTITY | UNIT PRICE | TOTAL | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0 | \$0.00 | \$0.00 | Equipment |

CHANGE FROM APPLICATION

Quantity from 4 to 0

Unit price from \$136.00 to \$0.00

JUSTIFICATION

Equipment: The application did not score high enough during peer review panel to receive funding.

Additional funding

DESCRIPTION

Grant management

| | QUANTITY | UNIT PRICE | TOTAL | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0 | \$0.00 | \$0.00 | Contractual |

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$1,500.00 to \$0.00

JUSTIFICATION

Equipment: The application did not score high enough during peer review panel to receive funding.

Appliance(s)/Nozzle(s)

DESCRIPTION

4 x 1" NPSH F X MASS FORESTRY MALE ADAPTER 4 x 1" MASS FORESTRY (1.421 X 11) F X 1" NPSH M ADAPTER

| | QUANTITY | UNIT PRICE | TOTAL | BUDGET CLASS |
|--------|----------|------------|--------|--------------|
| Cost 1 | 0 | \$0.00 | \$0.00 | Equipment |

CHANGE FROM APPLICATION

Quantity from 8 to 0

Unit price from \$130.00 to \$0.00

JUSTIFICATION

Equipment: The application did not score high enough during peer review panel to receive funding.

Agreement Articles

Program: Fiscal Year 2024 Assistance to Firefighters Grant

Recipient: TOWN OF MIDDLETON TOWN HALL

UEI-EFT: VD86CNL78KY7

Award number: EMW-2024-FG-04968

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Article 1**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2**General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4**Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5 Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8

CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 10**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11**Communication and Cooperation with the Department of Homeland Security and Immigration Officials**

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

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| Article 13 | <p>Debarment and Suspension</p> <p>Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p> |
| Article 14 | <p>Drug-Free Workplace Regulations</p> <p>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p> |
| Article 15 | <p>Duplicative Costs</p> <p>Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.</p> |
| Article 16 | <p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</p> <p>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.</p> |
| Article 17 | <p>Energy Policy and Conservation Act</p> <p>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p> |

Article 18 Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 19 Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)

Article 21 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 24 Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 25 John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26**Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 27**Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254**

(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of \$50 million per year."

Article 30**Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31**Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32**Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 33**Presidential Executive Orders**

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34**Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35**Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36**Reporting Recipient Integrity and Performance Matters**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 37**Reporting Subawards and Executive Compensation**

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39 SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

Article 40 Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Article 41 System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 42 Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

Article 43 Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

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| Article 44 | Trafficking Victims Protection Act of 2000(TVPA) Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference. |
| Article 45 | Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56 Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c. |
| Article 46 | Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. |
| Article 47 | Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712. |

Article 48**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49**Applicability of DHS Standard Terms and Conditions to Tribal Nations**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51**Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification**

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 56

Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award:

1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.
2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 57**Payment Information (Updated)**

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number

2. Total amount requested for drawdown

3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

- Is funding provided directly or indirectly to a subrecipient?
- If no, include statement "This grant funding is not being directed to a subrecipient."
- If yes, provide the following details:
 - The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
 - Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
 - Whether the payment request includes an activity involving support to aliens?
 - Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

Article 58**Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled "Termination of a Federal Award." The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

- a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.
- b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:
 - i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;
 - ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;
 - iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;
 - iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;
 - v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or
 - vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.
- vii. If the awardee falls out of compliance with the Agency's statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

- a. If the subrecipient fails to comply with the terms and conditions of the federal award.
- b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

- a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).
- b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

Article 59

Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award:

Termination of a Federal Award

The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled "Termination of the Federal Award", or "Termination of the Federal Award (Updated)" applies to this grant award.

Obligating document

| | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------|
| 1. Agreement No. EMW-2024-FG-04968 | 2. Amendment No. N/A | 3. Recipient No. 046001223 | 4. Type of Action AWARD | 5. Control No. WX02143N2025T | | |
| 6. Recipient Name and Address TOWN OF MIDDLETON TOWN HALL 48 S MAIN ST MIDDLETON, MA 01949 | | 7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646 | | 8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742 | | |
| 9. Name of Recipient Project Officer Michael Feinberg | | 9a. Phone No. 7819831238 | 10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program | | 10a. Phone No. 1-866-274-0960 | |
| 11. Effective Date of This Action 09/20/2025 | 12. Method of Payment OTHER - FEMA GO | 13. Assistance Arrangement COST SHARING | | 14. Performance Period 09/27/2025 to 09/26/2027 Budget Period 09/27/2025 to 09/26/2027 | | |
| 15. Description of Action a. (Indicate funding data for awards or financial changes) | | | | | | |
| Program Name Abbreviation | Assistance Listing No. | Accounting Data (ACCS Code) | Prior Total Award | Amount Awarded This Action + or (-) | Current Total Award | Cumulative Non-Federal Commitment |
| FG | 97.044 | 2025-FF-GB01 - P410-xxxx-4101-D | \$0.00 | \$77,619.04 | \$77,619.04 | \$3,880.96 |
| Totals | | | \$0.00 | \$77,619.04 | \$77,619.04 | \$3,880.96 |
| b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A | | | | | | |
| 16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements | | | | | | |

| | |
|--------------------------------------------------------------------------|-------------|
| 17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) | DATE |
| 18. FEMA SIGNATORY OFFICIAL (Name and Title) | DATE |
| Stacey Street, Deputy Assistant Administrator Grants Program Directorate | 09/20/2025 |

3

Dear Chief Sampson, Middleton Police Department,

I want to sincerely thank your team for the care, compassion, and professionalism they showed me when responding to my 911 call at our home during the recent passing of my wife of nearly 47 years. Their presence, patience, and kindness brought comfort to me in a tough moment. I want to pay a special thanks to Sargent Adam Maccini. Sergeant Maccini was instrumental in helping me cope with the pain of such a loss.

I am deeply grateful for the work you and the team does each day in service to our town. Please accept the enclosed donation in her memory to benefit the department and staff as you see appropriate.

Sincerely,

Doug

Doug & Karen Mathews

6 Currier Road



*In Loving Memory of
Karen Louise Mathews
April 11, 1957 ~ June 27, 2025*



Middleton Police Department

65 N. MAIN STREET

MIDDLETON, MA 01949

PHONE: (978) 774-4424, FAX (978) 774-4466

<http://www.middletonma.gov>

WILLIAM P. SAMPSON
CHIEF OF POLICE

September 17, 2025

Middleton Select Board
48 South Main Street
Middleton, MA 01949

Re: Police Department Donation

Please add the following donation to your agenda for acceptance by the Board of Selectmen for the Middleton Police Department.

Thank you,

Matthew Armitage

Captain Matthew Armitage

A donation has been to the Middleton Police Department, made payable to the Town of Middleton, for the following:

Date: 8/18/25

Name: Douglas Mathews

Donation: \$500.00

Check Number: 139

*** In memory of Karen Louise Mathews ***

This donor would like to remain anonymous

Yes

XX No

Justin Sultzbach

From: Doug LeColst (MFD)
Sent: Thursday, September 18, 2025 8:17 AM
To: Justin Sultzbach
Cc: Jackie Bresnahan
Subject: Fire Department Donation

Hello Justin,

The Fire Department recently received a generous donation from Mr. Mathews, a Middleton resident at 6 Currier Road. We had recently responded to his home for a medical emergency, and he has kindly chosen to make this contribution in memory of his wife. It is my understanding that a donation of this size requires approval from the Selectboard. Could you please add this item to the next agenda for discussion? Please let me know if you need any additional details or documentation.

Thank you,

Doug

Douglas K. LeColst
Fire Chief
Middleton Fire Department
4 Lake Street
Middleton, MA 01949
(Office) 978-774-2466 x1500
(Cell) 978-479-8156
(Fax) 978-774-0709



Justin Sultzbach

From: Doug LeColst (MFD)
Sent: Thursday, September 18, 2025 11:30 AM
To: Justin Sultzbach
Cc: Jackie Bresnahan
Subject: Donation Agenda Follow-up

Hello Justin,

I recently spoke with Sarah regarding the donation the Fire Department received. Unlike the Police Department, we do not have a donation account, and according to her, the Selectboard would need to approve such account. Would it be possible to add this item to the next agenda, along with acceptance of the check? Sarah also mentioned that a similar action was previously taken for Veteran Services. Please let me know if you have any questions or need additional information.

Thank you,

Doug

Douglas K. LeColst
Fire Chief
Middleton Fire Department
4 Lake Street
Middleton, MA 01949
(Office) 978-774-2466 x1500
(Cell) 978-479-8156
(Fax) 978-774-0709



4

MIDDLETON POLICE DEPARTMENT
Proposed Policy – Draft 10.07.2025
Retired Reserve Detail Officer Program

I. Introduction.

Retired police officers may be appointed to perform police details as provided in Article 7 of the collective bargaining agreement in effect between Middleton Police Benevolent Association, MassCOP Local 392 (“Union”) and the Town of Middleton (“Town”), and upon such appointment shall be referred to as “retired reserve detail officers.”

II. Eligibility.

To be eligible to serve as a retired reserve detail officer, a candidate must meet the following criteria at the time of appointment:

- a. Middleton Police Officer. The candidate shall have been a regular full time police officer for the Town of Middleton;
- b. POST Certification. The candidate shall have been Massachusetts Peace Officer Standards and Training (POST) certified at all relevant times during employment as a regular police officer; and
- c. Retirement in Good Standing. The candidate shall have retired based on superannuation, in good standing, meaning that at the time of retirement, the candidate was not charged with, or under investigation for, criminal activity, a violation of Department policy, or a breach of ethical rules.

Eligibility to serve as a retired reserve detail officer is not a guarantee of appointment. Appointment remains subject to the discretion of the Chief of Police, as provided in this Policy.

III. Appointment; Term; Termination.

- a. Any retired police officer wishing to be appointed to perform police details shall make a written request to the Chief of Police.
- b. The Chief of Police shall have the authority and discretion to make a final decision on whether a candidate may be appointed to serve as a retired reserve detail officer, subject to the approval of the Select Board.

- c. Eligible candidates appointed to serve as retired reserve detail officers shall be sworn before the Town Clerk of the Town of Middleton, who shall keep a record of all such appointments.
- d. Once appointed, a retired reserve detail officer serves at will.
- e. The Chief of Police may, in his discretion, terminate the appointment of the retired reserve detail officer for any reason or for no reason at all, subject to the approval of the Select Board.

IV. Powers and Duties.

- a. Retired reserve detail officers may be afforded paid detail opportunities in accordance with the CBA.
- b. Retired reserve detail officers may be afforded opportunities to work community events, such as parades or festivals, and other special assignments, as authorized by the Chief of Police and in accordance with the CBA.
- c. Retired reserve detail officers, when serving on paid police details, shall have the same power to make arrests and perform other police functions as regular police officers for the Town of Middleton.

V. Supervision.

Retired reserve detail officers, when serving on paid police details, shall be under the same level of supervision as are regular police officers for the Town of Middleton.

VI. Training and Compliance.

Retired reserve detail officers shall also be subject to the Rules and Regulations, Policies and Procedures, General Orders, POST, and any other training or compliance requirements of the Chief of Police or the Town of Middleton, including requirements regarding uniforms and equipment, at no cost to the Town of Middleton.

VII. Uniforms and Equipment.

- a. Retired reserve detail officers shall adhere to the Department uniform policy.
- b. Retired reserve detail officers shall be issued a hat, shield, badge, and duty weapon (if available) by the Chief of Police upon appointment.

- c. Said hat, shield, badge, and firearm shall be returned to the Chief of Police upon termination of an appointment to serve as a retired reserve detail officer.
- d. All equipment, other than said hat, shield, badge, and duty weapon (if available), shall be purchased by the retired reserve detail officer at no cost to the Town of Middleton.
- e. Retired reserve detail officers shall carry the same duty weapon issued to regular police officers for the Town of Middleton, unless otherwise authorized, in writing, by the Chief of Police.

VIII. Training.

- a. Retired reserve detail officers shall have completed an MPTC basic police academy training (or equivalent, i.e., the “bridge academy”) and obtained certification from the Massachusetts Municipal Police Training Committee (MPTC) and POST as a prerequisite for their appointment as a regular police officer in the Town of Middleton.
- b. Retired reserve detail officers shall receive annual training in the Department’s Use of Force Policy, at no cost to the Town of Middleton.
- c. On an annual basis, retired reserve detail officers shall qualify with their firearms as required by the MPTC and the Department, at no cost to the Town of Middleton.
- d. Retired reserve detail officers shall complete any other in-service training statutorily required by the MPTC, at no cost to the Town of Middleton, which training may include, but shall not be limited to:
 - 1. Cardiopulmonary Resuscitation (CPR)/ First Responder training;
 - 2. Firearms qualification and use of force training;
 - 3. Legal updates; and
 - 4. Any other training required by the MPTC and/or the Department.

IX. Exclusions and Limitations.

- a. Assignment of a retired reserve detail officer to a paid detail shall be made in accordance with the provisions of the CBA.

- b. Appointment as a retired reserve detail officer does not entitle any individual so appointed to be assigned to a particular detail, or to any detail at all.
- c. Retired reserve detail officers shall not be subject to call-backs or "order-ins" for police details or shift coverage.

Middleton Police Benevolent Association

MassCOP Local 392
65 North Main Street
Middleton Massachusetts 01949

The Middleton Police Union welcomes the idea of Retired Reserve Officers on the Middleton Police force. We thank Union member Ronald Carpenter with his work on the Committee to get this done and look forward to having Retired members still around and part of the Middleton Police Community.



Brian Kelley President



Robert T. Peachey Vice-President



Jordan Kemp Treasurer



Justin Sultzbach

From: Jackie Bresnahan
Sent: Wednesday, October 1, 2025 12:09 PM
To: Justin Sultzbach
Subject: FW: Agenda Timeline Info For License Renewals

For agenda

Jackie Bresnahan
Assistant Town Administrator/HR Director
Town of Middleton
48 South Main Street
Middleton, MA 01949
Phone: [978-777-3617](tel:978-777-3617)
Email: jackie.bresnahan@middletonma.gov

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From: Shantel Bambury <shantel.bambury@middletonma.gov>
Sent: Wednesday, October 1, 2025 12:09 PM
To: Jackie Bresnahan <Jackie.Bresnahan@middletonma.gov>
Cc: John Dimino <john.dimino@middletonma.gov>
Subject: Agenda Timeline Info For License Renewals

10/1/2025 – All Liquor License renewal emails sent to business managers
10/6/2025- All Common Vic License renewal emails sent to business managers
10/8/2025 – All “Other” License renewal emails sent to business managers
10/22/2025 – Reminder emails to anyone who has not submitted completed renewal packets for all license renewals
11/5/2022 – Final reminder emails to anyone who has not submitted completed renewal packets for all license renewals
11/30/2025 – All license renewal packets due back completed with all required info and fees paid

Shantel Bambury
Administrative Services Coordinator
Town of Middleton
48 South Main Street
Middleton, MA 01949
Phone: 978-777-3617
Email: Shantel.Bambury@middletonma.gov

Please be advised the Office of the Secretary of State for the Commonwealth of Massachusetts has determined that E-mail could be considered a public record.

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Delia Ferguson, AICP



Experience

January 2022 - Present

Founding Principal *Indigo Planning Consultancy*

- **Specializations:** administering CDBG and HOME funds for owner occupied affordable housing programs; advising Housing Trusts; Data services (statistical analysis)
- Budgetary oversight and cost controls
- Setting and managing project schedules
- Document control and management

June 2025 – Present

Interim Town Planner *Town of Rutland, MA*

- Department Head with responsibility for advising the Town and Planning Board on various land use matters
- Liaise with consultant engineer, legal counsel, Town Building inspector and other Town Commissions to coordinate responses to various matters including bylaw violations, resident complaints
- Prepare and file Planning Board decisions in accordance with MGL and Town Zoning Bylaw
- Respond to public records requests
- Follow up/enforcement of planning Board decisions and bylaw violations within the purview of the Board (e.g. payment of overdue fees, scenic road violations)
- Conduct planning review and approvals for building permits via Open Gov software
- Create zoning application forms and other administrative tools for efficient flow of Town governance
- Leading investigation of soil erosion and water runoff originating from new subdivisions: addressing resident complaints, review of existing plans, finding consultant to investigate soil erosion and water runoff complaints, liaising with DCR, DEP and other Town departments as appropriate
- Conduct research for bylaw and other regulatory updates
- Oversight of subdivision completion and street acceptance in compliance with Town bylaws, rules and MGL
- Review applications submitted to the Planning Board (e.g. Site Plan Review, Approval Not Required)

- Establish department budget
- Work with developers regarding subdivision development

February 2024 – December 2024

Staff Planner *Town of Belmont, MA*

- Managerial role
- Primary housing planner providing technical support to the Dir. Of Planning and Building and Belmont Affordable Housing Trust: responsibilities include monitoring Affordable housing units, research on Trust's options regarding significant rent increases on Affordable Units, Affordable unit re-sale oversight, LAU application preparation, HOME Consolidated Plan preparation
- Primary historic preservation planner providing technical support to the Dir. of Planning and Building and Belmont Historic Districts Commission: responsibilities include addressing customer inquiries related to historical properties, reviewing applications, application procedures updates, identifying demo. Delay properties impacted by proposed MBTA Communities maps, planning for monthly meetings
- Advises Town's boards and commissions regarding Open Meeting Laws
- MBTA Communities Bylaw Passage: Drafted zoning Bylaw amendments (inclusionary zoning bylaw) and provided commentary on proposed bylaws (e.g. Design and Site Plan Review); public engagement; identifying demo delay properties impacted by proposed maps
- Respond to public records requests
- Updates Department website including creating a housing resources web page
- Represent the Town on various Consortiums/Committees (e.g. HOME Consortium, MAPC)
- Provided data to complete HOME 5 Year Consolidated Plan
- Work with developers regarding land use and zoning compliance

January 2021 – January 2024

Facilities & Procurement Coordinator- School of Engineering *SUNY, Buffalo*

- Streamlined and improved purchasing processes for one of the largest departments
- Point of contact for maintenance, installations, repairs, furnishings, moves/relocations, access, health and safety matters/procedures
- Implements space standards/policies as it pertains to environmental design, key distribution, etc.
- Collaborated with Trademarks to adhere to brand guidelines for area signage, etc.
- With little to no supervision, manage turnover projects
- Process purchases via purchase order system and credit card
- Educate staff about facilities code and procurement guidelines. Communicate potential delays/impacts to projects/purchases, and identifies and outlines potential solutions/options
- Writes and updates policies/procedures for Dept.
- Updates and monitors budget
- Updates space utilization data for dept.

January 2018 - January 2021

Facilities Coordinator- School of Engineering *SUNY, Buffalo*

- Oversight of nearly 40,000sq. ft. of space and served as main point of contact for furnishings, access, health and safety matters/procedures, and maintenance
- With little to no supervision, successfully led the turnover of 16 labs, offices, and a student lounge in less than 2 years
- Implemented space standards/policies as it pertains to environmental design, key distribution, etc.
- Updated Dept. Physical asset inventory
- Educated staff about facilities code and design guidelines
- Revised floorplans using AutoCAD
- Created and maintained dept. facilities invoice and work order databases to monitor projects
- Supervised the Dept. graduate student employee
- Collected and updated space utilization data for dept.

October 2016 - November 2017

Housing Program Manager *Matt Urban Center*

- Cultivated successful working relationships with municipal government officials, residents, contractors, grant funders to achieve program objectives
- Carried out field investigations to identify and report problem properties
- Prepared housing and community development reports for the City of Buffalo, NY Urban Renewal Agency which also included tabulating costs based on the deliverables completed. Consequently, the agency received its monthly payments owing to accurate and timely submissions.
- Processed / reviewed applications and prepared reporting for HOME and CDBG funded (home repair , down payment and closing cost assistance) programs for City of Buffalo
- Monitored/tracked and streamlined the home repair application process, thus within less than 6 months doubling our quota.
- Provided construction contract and program management of Town of Cheektowaga, NY HOME funded acquisition-rehab-resale program which included: making regular site visits to monitor and document the progress of construction with the Rehab Construction Analyst; preparing change orders; issuing bid notices; preparing bi-monthly progress reports; reviewing invoices for accuracy and processing payments/requisitions; direct liaison for the agency with prospective buyers, realtor, contractors, other vendors, and the Town of Cheektowaga; property management when early occupancy was granted to buyer; working with attorney and realtor to close on sale of property, e.g. confirming amounts of down payment and closing cost assistance, rent for pre-occupancy agreement, obtaining necessary certificates/permits, underwriting homebuyer applications
- Successfully executed the agency's first home sale
- Executed duties of Community Housing Specialist and Housing Program Manager simultaneously until August 2017
- Trained new hires to ensure they were set up for success in their new roles

June 2015 - October 2016

Housing Specialist *Matt Urban Center*

- Processed and reviewed applications for HOME and CDBG funded (home repair , down payment and closing cost assistance) programs for City of Buffalo. Within

approximately 7 months, assessed over 150 homeowners for program eligibility

- Attended various community meetings, including block club meetings
- Carried out field investigations to identify and report problem properties
- Conducted research for acquiring and rehabilitating homes
- Wrote policies for the agency

Articles

February 2024

The Road You've Trod: A Look at Transportation 'Improvements' on The Bahamas
Island City Labs

Education

Certified Planner

American Institute of
Certified Planners

Master of Urban Planning

University at Buffalo, SUNY

PG Dip. Construction & Project Mgmt.

Queens University Belfast

BA History

University of The Bahamas



Town of Middleton

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

www.middletonma.gov

9A

TOWN OF MIDDLETON TALENT BANK APPLICATION

The Select Board maintains a Talent Bank of names of citizens of Middleton willing to serve on boards, commissions and committees. Names in this file are available for use by all Town Departments.

Name: HERMAN LEARMOND-CRIQUI

Telephone: 203 814 6973

Address: 13 KENNEY ROAD

Cell phone: 203 814 6973

Email Address: HERMANLC@HOTMAIL.COM

Occupation: TECHNICAL ACCOUNT DIRECTOR

Background Experience: _____

I am interested in serving on Town Boards and Committees involved in the following areas:
(Please check all that apply. The Board encourages you to attach a recent resume if available.)

- | | |
|--------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> Board of Health | <input checked="" type="checkbox"/> Recreation Commission |
| <input type="checkbox"/> Council on Aging | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Finance Committee | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Zoning Board of Appeals | <input type="checkbox"/> Industrial Commercial Development Review Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Zoning Bylaw Review Committee |
| <input type="checkbox"/> Cultural Council | Other: _____ |
| <input checked="" type="checkbox"/> Other: <u>RECREATION</u> | Other: _____ |

Amount of Time Available: _____

Are you available year round for committee meetings? Yes ☒ No ☐
If not, when are you available?

☒ Winter ☒ Spring ☒ Summer ☒ Autumn

Are there any Boards or Committees in which you are particularly interested?

Herman Learmond-Criqui

Signature

9/26/2025

Date

Please submit all responses to the Town Administrator's Office via the mailing address above or via email at:
shantel.bambury@middletonma.gov

9B

From: noreply@civicplus.com
To: Jackie Bresnahan; Shantel Bambury
Subject: [EXTERNAL] - Online Form Submittal: Appointment Form 2025 (New and Reappointment)
Date: Friday, September 19, 2025 11:38:24 PM

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

Appointment Form 2025 (New and Reappointment)

| | |
|----------------------------------|----------------------------------------------|
| First Name | Abigail |
| Last Name | Parcellin |
| Board/Commission/Committee | Recreation Commission |
| Other Committee | <i>Field not completed.</i> |
| Response | I would like to be newly appointed |
| Email Address | abbeyparcellin@gmail.com |
| Best Contact Phone Number | 978-500-2661 |
| Address | 51 N Liberty st |
| City | Middleton |
| State | MA |
| Zip Code | 01949 |
| Resume Upload for New Applicants | Abigail Parcellin Resume.pdf |
| Electronic Signature Agreement | I agree. |
| Electronic Signature | Abigail Parcellin |

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



ABIGAIL PARCELLIN

EXECUTIVE ASSISTANT

AbbeyParcellin@gmail.com (978) 500-2661 Middleton, MA 01949

WORK EXPERIENCE

Forrester Research | Cambridge, MA

Sr. Content Video Production Global Lead

2020 - 2025
Produced high volume of projects, coordinating global travel and logistics. Budget, and Expense management. Vendor and talent relations. I developed efficient workflows, managed video editing, and led interviews. I am a founding leader in the DP Enablement Task Force for Digital Production.

Executive Assistant to CPO & CRO

2018 - 2020
Coordinated global logistics for travel, accommodation, and stakeholder and client meetings. Managed Senior Leadership calendars and communications. Ensured continuity and transparency across departments by coordinating multiple calendars. Scheduled and coordinated meetings, including booking rooms, refreshments, and multimedia. Collaborated with Executive Assistants and facilities staff for smooth communications. Expense Reporting for both executives.

Standex International | Salem, NH

Executive Assistant to CEO

2017 - 2018
In my role as Executive Assistant to the CEO at Standex International in Salem, NH, I provided executive support to the CEO, C-Suite, and Board of Directors. I coordinated complex domestic and international travel and expenses, managed special projects with tight deadlines, and handled investor relations, including NDRs, conferences, and press releases. I also produced video content for external recruiting efforts.

Harvard Management Company (Endowment) | Boston, MA

Executive Assistant to CRO

2014 - 2017
Efficiently produced and managed quarterly Board materials under tight deadlines. Coordinated multiple schedules and maintaining contacts in Outlook. Scheduled and organized meetings, including booking rooms and refreshments. Facilitated seamless information flow within and outside the department. Managed business continuity preparedness and documentation. Arranged travel, prepared meeting materials, and handled expense reports.

Timothy's | Danvers, MA

Director of Operations & Production

2011 - 2014
Managed operations, live entertainment production, and a staff of 50+ in a multifunctional entertainment venue. Maintained technology, sound, and lighting for various spaces. Coordinated multiple events and vendor relationships. Booked talent, handled licensing, and managed financial operations, including payroll for 50+ employees. Developed and implemented hiring and training procedures.

LP Capital Advisors | Boston, MA

Executive Assistant to Managing Director

2011 - 2014
Coordinated domestic and international travel and accommodations for meetings, including flights, hotels, and transportation. Organized and executed all company event production. Handled routine communications on behalf of the MD & VP. Ordered office supplies and maintained technology and hardware, including vendor and IT communication.

Keller Williams Realty | Cambridge, MA

Director of First Impressions 2009 - 2010

United Airlines | Washington, DC

International Flight Attendant 2007 - 2008

Pretty Polly Productions | Waltham, MA

Office Manager/ Producer 2005 - 2006

SKILLS

International Travel Coordination and Executive Administration, Project Management, Global Travel Coordination, Coordination of Boards and Events, Creation and Distribution of Board Materials, Developing and Implementing Scalable Digital Operations, Graphic Design, Multimedia Production, Leading Administrative and Office Teams, Outlook, Excel, Adobe Creative Cloud, AI tools, MS Office Suite, Canva.

⑨

From Shantel Bambury
To Shantel Bambury
Subject FW: [EXTERNAL] - Middleton Recreation Commission
Date Wednesday, October 1, 2025 12:21:08 PM

From: Hayato Tsurumaki <hayato.maki@gmail.com>
Sent: Thursday, September 25, 2025 8:51 AM
To: Jackie Bresnahan <Jackie.Bresnahan@middletonma.gov>
Subject: [EXTERNAL] - Middleton Recreation Commission

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

****WARNING**** This email originates from a personal e-mail account and may attempt to impersonate personnel or deliver suspicious or malicious content. Please take care if you proceed.

Good morning,

My name is Hayato Tsurumaki. You met with my wife Laura Hillery yesterday regarding the Middleton Recreation Commission. I was the former chair of the commission a few years back. I am aware of the transition plans and need for more members to help rebuild the commission. I would like to formally let you know that I would like to rejoin the commission to help out. Laura informed me that I will need to attend the Select Board meeting on October 7th. Is there anything else you require from me to move forward and could you also provide information about the meeting when you have it.

Look forward to helping out again.

Thanks,
Hayato



Secretary of the Commonwealth of Massachusetts
William Francis Galvin

Real property submission confirmation

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------------|
| The following Real Property submission was successfully received. Planned date of publish is 10/1/2025 | | | |
| Awarding Agency | | | |
| Agency Name and Address: | Town of Middleton 48 South Main Street | | |
| Project Number: | | | |
| Proposal Deadline Date: | 11/12/2025 | Time: | 12:00pm |
| Contact Information | | | |
| Name: | Justin Sultzbach | | |
| Phone: | 9787773617 | Fax: | |
| Email Address: | justin.sultzbach@middletonma.gov Do not notify email address listed when final publish date assigned. | | |
| Contract Information | | | |
| Transaction Terms: | Acquisition: Not Chosen Disposition: Not Chosen | | |
| Project: | REQUEST FOR PROPOSALS For the Disposition of Real Property (Former Police Station) At 65 North Main Street Parcel ID: Map 17, Lot 96 Middleton, MA 01949 | | |
| Estimated Value, Source of Valuation | \$1,000,000 per appraisal | | |
| Additional Information | https://www.middletonma.gov/Bids.aspx | | |
| <p>This page can be printed for your records.</p> <p> <input type="button" value="Add Another"/> <input type="button" value="Return To Menu"/> </p> | | | |

**Request for Proposals
Disposition of Real Property
65 North Main Street
(Former Police Station)
Town of Middleton**

The Town of Middleton has issued a Request for Proposals that is available at the following link: <https://www.middletonma.gov/Bids.aspx>

1 acre property split zoned business and residential on Route 114. Sealed proposals labeled "RFP for Real Estate Disposition 65 North Main Street" will be received at the Office of the Town Administrator, Town Hall, 48 S. Main Street, Middleton, Massachusetts 01949 until Wednesday, November 12th, 2025 at 12:00 pm noon, at which time and place they will be publicly opened and read aloud.

SN - October 1 2025

Salem News

TOWN OF MIDDLETON

REQUEST FOR PROPOSALS

For the

Disposition of Real Property
(Former Police Station)

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

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

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

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

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

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

The successful offeror must be an Equal Opportunity Employer.

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

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

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

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

SUBMISSION REQUIREMENTS

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

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

The Submission Deadline is:

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

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

All proposals must contain the following:

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

CONTRACT TERMS AND CONDITIONS

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

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

MUNICIPAL PROPERTY OVERVIEW



PROPERTY DESCRIPTION

The property is located at 65 North Main Street. The lot is 43,560 square feet (1.00 acres). The structure is a two-story wood-frame and brick building with 10,496 square feet of gross floor area. Additional building information is contained in the attached appraisal labeled as Attachment A.

CONDITION OF PROPERTY

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

SITE INFORMATION

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

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

SITE INSPECTION/DUE DILIGENCE

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

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

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

M.G.L. CHAPTER 21E

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

SUBDIVISION/PERMITS/APPROVALS

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

ZONING

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

QUESTIONS

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

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

REQUESTS FOR ADDITIONAL INFORMATION

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

MINIMUM EVALUATION CRITERIA

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

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

COMPARATIVE EVALUATION CRITERIA

***Note:** The narrative will constitute 40% of the Town's decision in order to determine the most highly advantageous Proposer.

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

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

The Town will include the following criteria in evaluating proposals. Each criteria response to be included in the narrative will be judged on a 25-point scale as set forth below:

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

Ranking:

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

COMPARATIVE EVALUATION CRITERIA: PRICE PROPOSAL

***Note:** The Price Proposal will constitute 60% of the Town's decision in order to determine the most highly advantageous Proposer.

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

- A. Highly advantageous: Substantially highest price
25 points
- B. Advantageous: Significantly higher price within 50-75% of highest price
15 points
- C. Acceptable: Moderately higher price within 25-50% of highest price
8 points
- D. Disadvantageous: Lowest price
0 points

Rule for award:

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

MISCELLANEOUS

AMENDMENTS/MODIFICATIONS TO PROPOSALS

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

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

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

WITHDRAWAL OF PROPOSALS

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

REJECTION OF PROPOSAL

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

ADDENDA

Any changes to the terms for this RFP shall be posted on the town website in the form of an addenda no later than Friday, October 31st, 2025 at 12:00pm noon.

SITE VISIT

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

SUMMARY OF RFP SCHEDULE

| Activity | Date |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Post in Central Register | Wednesday, October 1 st , 2025 |
| Advertise in local newspaper | Wednesday, October 1 st , 2025 Wednesday, October 8 th , 2025 |
| Site Visit | Wednesday, October 15 th , 2025 at 12:00pm noon |
| Deadline for questions | Friday, October 17 th , 2025 at 12:00pm noon |
| Response to questions and deadline for posting of addenda | Friday, October 31 st , 2025 at 12:00pm noon |
| Submission Deadline and Opening of Proposals | Wednesday, November 12 th , 2025 at 12:00pm noon |

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

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

EVALUATION AND DECISION-MAKING PROCEDURES

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

PRICE PROPOSAL FORM

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

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

For the sum of:

\$ _____

Offer Written: _____
Dollars

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

Signature of Proposer _____

Print Name _____

Address _____

City _____ State _____ Zip _____

Telephone # _____

E-mail address: _____

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

Partnership / Corporation/ LLC Officers Names & Addresses

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

EXHIBIT A

CERTIFICATE OF NON-COLLUSION

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

Signature of Individual, or Corporation Name

By: _____
Corporate Officer & Title (if applicable)

EXHIBIT B

TAX COMPLIANCE CERTIFICATE

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

Signature

Print Name

Title

EXHIBIT C

CERTIFICATE AS TO CORPORATE PROPOSER

I _____, certify

that I am the _____ of the entity named

as Proposer in the within Proposal; that _____

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

_____ of said entity; that I know his/her

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

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

governing body.

(Corporate Seal)

Title

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

EXHIBIT D

Certificate of Authority

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

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

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

| | | |
|-------|-------|--|
| _____ | _____ | |
| _____ | _____ | |
| _____ | _____ | |

Provide the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner: _____

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

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

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

(2) If a Partnership

Full names and address of all partners:

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

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

(3) If a Corporation, Limited Liability Company, or other entity

Full Legal Name:

State of Incorporation:

Principal Place of Business:

ZIP _____

Qualified in Massachusetts:

Yes _____

No _____

Place of Business in Massachusetts:

ZIP CODE _____

TEL. # _____

(4) If a trust

Full Legal Name of Trust:

Date of Declaration of Trust and Recording Information:

Name of all Trustees:

NAMES

ADDRESSES

ZIP CODE

Authorized Signature of Proponent:

Title: _____

Date: _____

EXHIBIT E

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, §38

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property: A parcel of land located at 65 North Main Street, Middleton, MA containing approximately 1.00 acres of land together with the building and other improvements thereon

(2) Type of Transaction, Agreement, or Document: Sale of property by the Town of Middleton

(3) Public Agency Participating in Transaction: Town of Middleton

(4) Disclosing Party's Name and Type of Entity (if not an individual):

_____.

(5) Role of Disclosing Party (Check appropriate role):

____ Seller/Grantor ____ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation meeting all of the conditions specified in M.G.L. c. 7C, §38, are hereby disclosed as follows (attach additional pages if necessary):

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, §38**

(6) CONT.

| <u>NAME</u> | <u>RESIDENCE</u> |
|-------------|------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8)) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a

leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9)) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

Print Name & Title of Authorized Signer

EXHIBIT F
FORM OF PURCHASE AND SALE AGREEMENT

ATTACHMENTS

ATTACHMENT "A"

A REAL ESTATE APPRAISAL REPORT

PREPARED FOR

TOWN OF MIDDLETON

BY

MINCO CORPORATION

DATE OF VALUATION: APRIL 9, 2025

DATE OF INSPECTION: APRIL 9, 2025

DATE OF REPORT: APRIL 13, 2025

FOR THE PROPERTY LOCATED AT

65 NORTH MAIN STREET

MIDDLETON, MASSACHUSETTS

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MINCO

CORPORATION

April 13, 2025

Justin Sultzbach, Town Administrator
Town of Middleton
48 South Main Street
Middleton, Massachusetts 01949

Dear Mr. Sultzbach:

In answer to your request and authorization letter dated February 27, 2024, we have performed an appraisal of the fee simple interest of the commercial property located at 65 North Main Street, Middleton, Massachusetts. This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2 of the Uniform Standards of Professional Appraisal Practice (USPAP). This report presents discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses are retained in our file. The depth of discussion contained in this report is specific to the needs of the client. The appraiser is not responsible for unauthorized use of this report.

This appraisal is made subject to limiting conditions and underlying assumptions set forth in this appraisal, including those regarding the presence of asbestos, lead paint, or hazardous waste as governed by applicable state, local or federal laws. The information contained herein is considered confidential in nature and is specifically prepared for the exclusive use of the Town of Middleton for potential marketing purposes.

In our opinion, the market value of the fee simple interest of the subject property as of April 9, 2025 is \$1,000,000 (One Million Dollars). This valuation assumes marketing and exposure times of two to four months.

Respectfully submitted,
Minco Corporation



John F. McCarthy, Vice President
Mass. Certified General Appraiser #401
File #: C2508180.10

SUMMARY OF SALIENT FACTS

| | |
|---------------------------|------------------------------------------------------------------------------------|
| LOCATION | 65 North Main Street Middleton, Massachusetts |
| OWNER OF RECORD | Town of Middleton |
| CURRENT DEED | South Middlesex County Registry of Deeds Book 5649, Page 560 recorded 1/25/2017 |
| PROPERTY TYPE | Commercial |
| LAND AREA | 43,560 square feet |
| BUILDING AREA | 6,926 square feet |
| ASSESSED VALUATION | \$1,284,400 |
| CURRENT R.E. TAXES | Exempt |
| ZONING | B Business District |
| HIGHEST AND BEST USE | as improved |
| EXTRAORDINARY ASSUMPTION | none |
| HYPOTHETICAL CONDITION | none |
| EASEMENTS OR RESTRICTIONS | none observed |
| INTEREST APPRAISED | Fee Simple |
| DATE OF VALUATION | April 9, 2025 |
| DATE OF INSPECTION | April 9, 2025 |
| DATE OF REPORT | April 13, 2025 |
| INTENDED USE | Potential Marketing Purposes |
| INTENDED USER | Town of Middleton, MA |
| MARKET VALUE | \$1,000,000 |

SUBJECT PROPERTY EXTERIOR PHOTOGRAPHS

Front View



Additional Front View



Rear View



Additional Rear View



North Main Street Looking Northwest



North Main Street Looking Southeast



SCOPE OF WORK

The appraiser was engaged by the client to appraise the market value of the subject property. It is my understanding that this report will be used by the client for potential marketing purposes. The property was inspected on April 9, 2025 and this is the effective date of value. To develop the appraisal, the property was inspected and public records were investigated to obtain information on it. These sources include, but were not limited to, municipal records and the registry of deeds.

The Sales Comparison and Income Approaches were developed in this appraisal. In gathering market data, the following sources were used: CoStar, Banker and Tradesman / Warren Group, Multiple Listing Service Property Information Network (MLS-PIN), real estate agents, brokers, appraisers and other professionals knowledgeable of the market area. This appraisal report contains sufficient data and analysis for the client to make an informed business decision. Supporting documentation is retained in my file.

EXTRAORDINARY ASSUMPTION

According to USPAP, an extraordinary assumption is "...directly related to a specific assignment, which, if found to be false, could alter the appraisers opinions or conclusions." There is no extraordinary assumption in this appraisal.

HYPOTHETICAL CONDITION

According to USPAP, a hypothetical condition "...is known to be false but is presumed to be true." There is no hypothetical condition in this appraisal.

INTEREST APPRAISED

The subject property is appraised in its Fee Simple interest. Fee Simple, is "a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power, and taxation. An inheritable estate."¹ In other words, Fee Simple assumes that the property is appraised as if free and clear of liens or other encumbrances, except for any existing or proposed easements or other restrictions as noted in this report. No trade fixtures, personal property, specialized equipment, intangible items, or business value (going concern) is included in the value indication set forth in this report. As requested, we appraised only the subject real estate.

1. Boyce, Burl N., ed., Real Estate Appraisal Terminology, Revised Edition, Cambridge, Massachusetts, Ballinger Publishing Company, 1984, p. 102.

DEFINITION OF VALUE

Market Value

As used in this report, Market Value is defined as: *The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1. Buyer and seller are typically motivated; 2. Both parties are well informed or well advised, and acting in what they consider their best interests; 3. A reasonable time is allowed for exposure in the open market; 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*²

EXPOSURE TIME

According to USPAP, an appraisal must state an opinion of reasonable exposure time linked to a market value opinion. In USPAP, exposure time is defined as follows: "the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market." Based on our study of the marketplace, this appraisal of market value assumes a market exposure time of two to four months prior to the date of the appraisal. Exposure time differs from marketing time which, according to USPAP, is defined as: "an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal." If offered for sale, the forecast marketing time is two to four months, if priced relative to the appraised market value opinion.

OWNERSHIP HISTORY

The subject property is under the ownership of Town of Middleton who purchased the property from The Richardson Trust in 1972 in consideration of \$20,000 on February 1, 1972. The property is described in Book 5849, Book 560 at the South Essex County Registry of Deeds, Salem, Massachusetts recorded March 14, 1972. The subject property is not listed for sale or under purchase and sale contract nor has it been offered for sale on the open market within the last three years.

² Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75, Number 237, Page 77472

PROPERTY TAX INFORMATION

The following is assessment information applicable to the subject property as it appears in municipal records at the Middleton Assessors Office.

| | |
|-------------------|------------------------------------------------------------------------|
| Assessors Address | 65 North Main Street |
| Parcel ID | 17 / 96 |
| Assessment | \$ 691,400 Land <u>\$ 593,000</u> Improvements \$1,284,400 Total |
| Tax Rate | \$11.89/\$1,000 (Single Tax Rate - Fiscal Year 2025) |
| Annual Taxes | Exempt |

Middleton assessments are effective July 1, 2024, for Fiscal Year 2025. The subject is a municipal property exempt from real estate taxes. Middleton recognizes a single tax rate for all classifications of real estate. The Fiscal year 2025 is \$11.89 per \$1,000. If the subject was sold and used for private use, the taxes would equate to about \$15,275.

LOCATION DESCRIPTION

Town of Middleton

Middleton is in northeastern Massachusetts, in central Essex County. It is bordered by Peabody and North Reading to the west, North Andover and Boxford to the north and North Andover and Topsfield to the east. The town's population is about 10,000 persons and total land area is 14.45 square miles. Middleton is conveniently located just north of the Interstate Route 95 (I-95) and Route 1 interchanges in neighboring Danvers and Peabody. Route 114 is the primary roadway in town, connecting with North Andover at the north and Danvers at the south. Route 62 is the other state-numbered roadway in town.

Boston is about 35 minutes driving time, via I-95. There is no Massachusetts Bay Transportation Authority (MBTA) commuter rail service in Middleton, but there is access in nearby Andover, Reading and Beverly. Logan International Airport in Boston provides the nearest scheduled air service, while Beverly Municipal Airport in neighboring Danvers and nearby Beverly provides the nearest general aviation service. The overall quality of this access is considered good for the area.

Middleton has an Open Town Meeting form of government. A part-time elected selectboard appoints a full-time town administrator. Town services are typical of medium-sized suburban communities in this area and include full-time fire and police departments, and K-12 school system. There is one elementary school that serves children from grades one through five, while middle and High School students attend Masconomet Regional School

in neighboring Boxford. Middleton is served by municipal water and electricity. There is no public sewer in the town. Some areas of town are serviced by natural gas.

Middleton has experienced considerable commercial growth along the Route 114 corridor during the past 20 or so years, including retail properties of various types. Despite this, the town is primarily a bedroom community. Most residents commute to the greater Boston area to work.

Nearly all residential development is single-family. According to MLS-PIN there are 10 current offerings priced from \$675,000 to \$3,495,000, with an average listing price of \$1,481,900 or \$354 per square foot of gross living area (GLA). The average days on market (DOM) is 60. There are 13 houses current under agreement to be sold, with an average asking price of \$921,900 or \$407 per square foot, with 26 DOM. There were 22 sales over the past six months with an average price of \$1,087,700 or \$341 per square foot and 50 DOM.

Demographics

Middleton has about 3,150 housing units of which about 83 percent are single-unit dwellings. Town occupancy is about 95 percent and 74 percent of units are owner-occupied. The average value of owner-occupied units is about \$555,600. There are about 3,000 households, of which 80 percent are married couples. The average household size is 2.9 and the median age is about 43 years.

About 91 percent of adults have a high school diploma and about 40 percent have a college bachelor degree or higher. The median household income is about \$125,200 and the median per capita income is about \$52,900. About 26 percent of households earn more than \$200,000 annually and about 14 percent earn less than \$50,000. The average travel time for commuters is about 33 minutes. About 2.8 percent of the population is below the poverty level, including 3.0 percent of children under the age of 18 and 4.0 percent of adults over the age of 65.

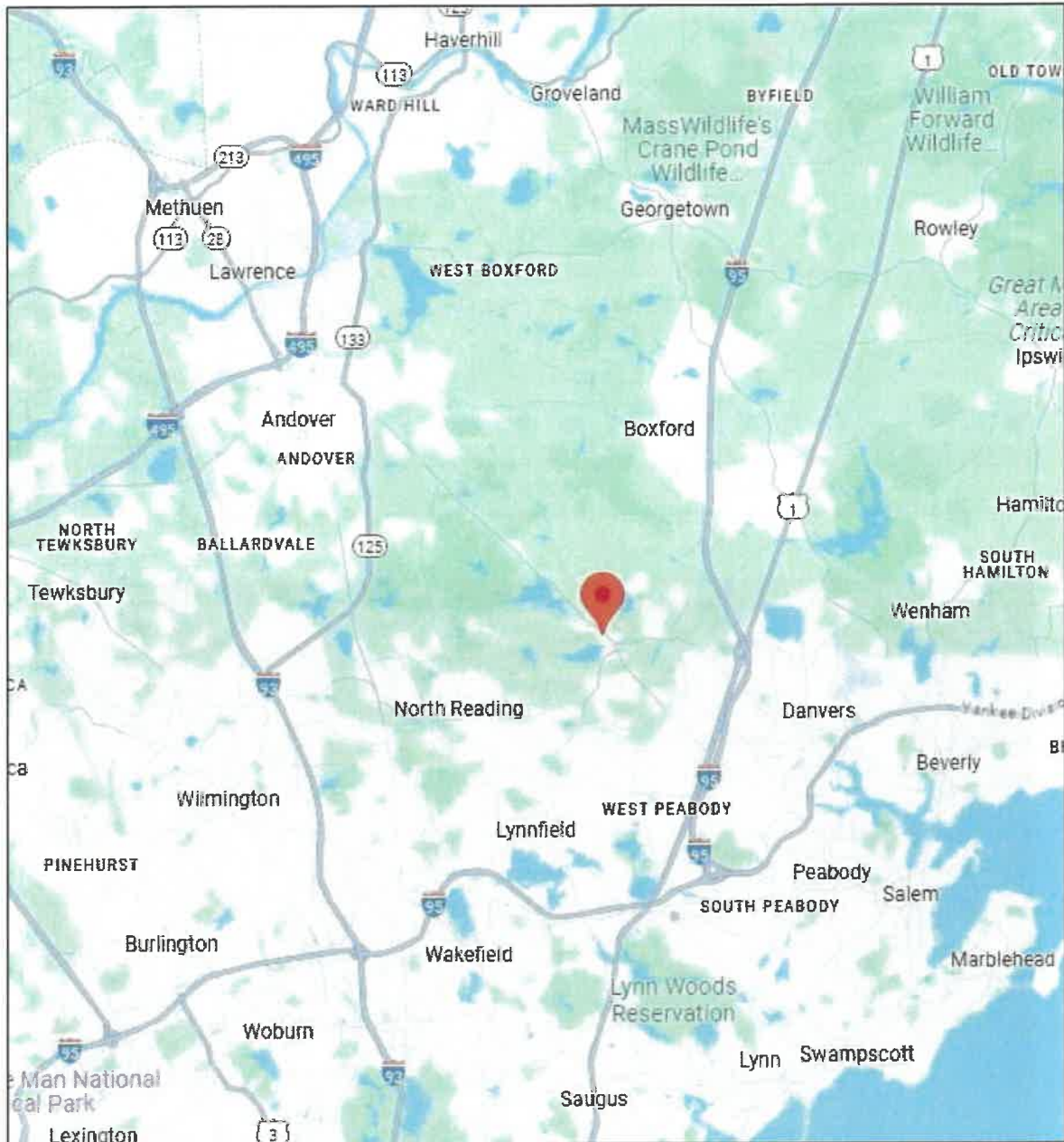
Neighborhood

The subject property is on North Main Street, also known as State Route 114, just southeast of the intersection of Essex, Forest and North Main Streets and about 1,500 feet northwest of Maple Street, State Route 62. North Main Street is a heavily traveled road running southeast from North Andover, through Middleton and into Danvers.

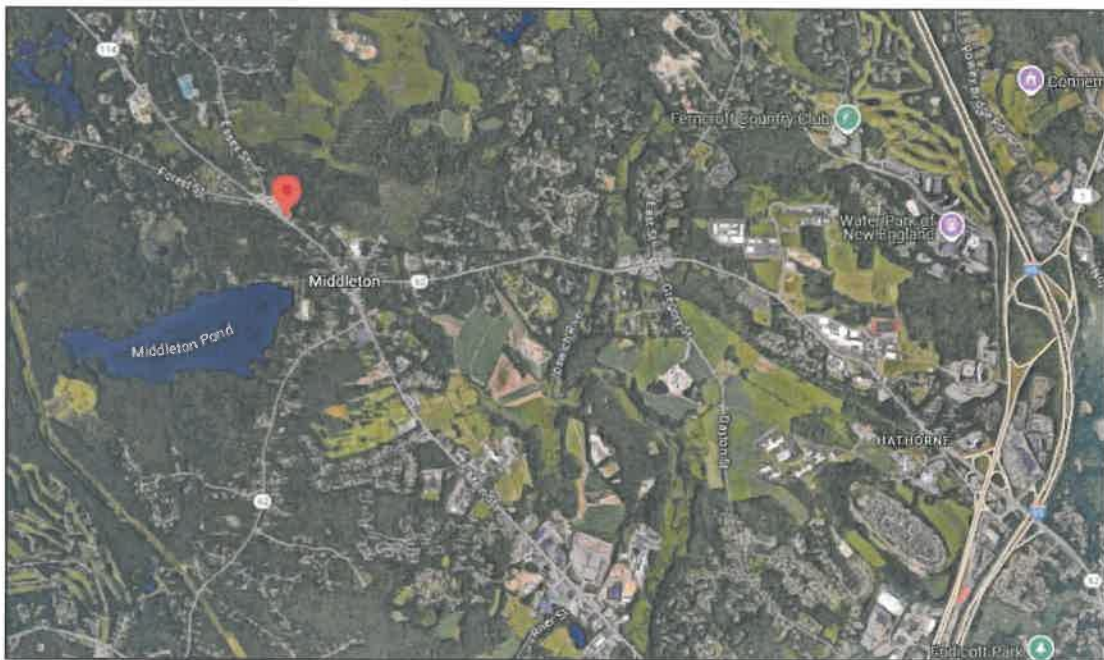
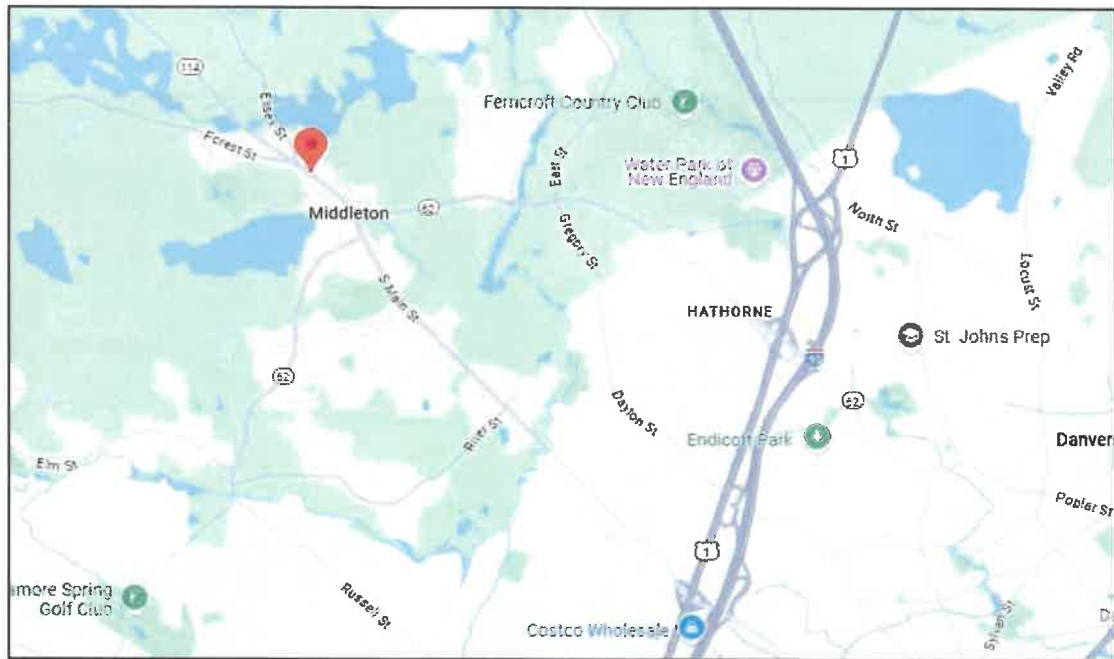
The neighborhood is established and the properties between these two points of North Main Street include a mix of local commercial and retail properties including restaurants, automotive sales and service, small retail shops and some professional office uses. The balance of this section of the neighborhood is largely single family uses with a higher concentration of commercial uses as you near the intersection with Maple Street to the south. No detrimental uses were observed.

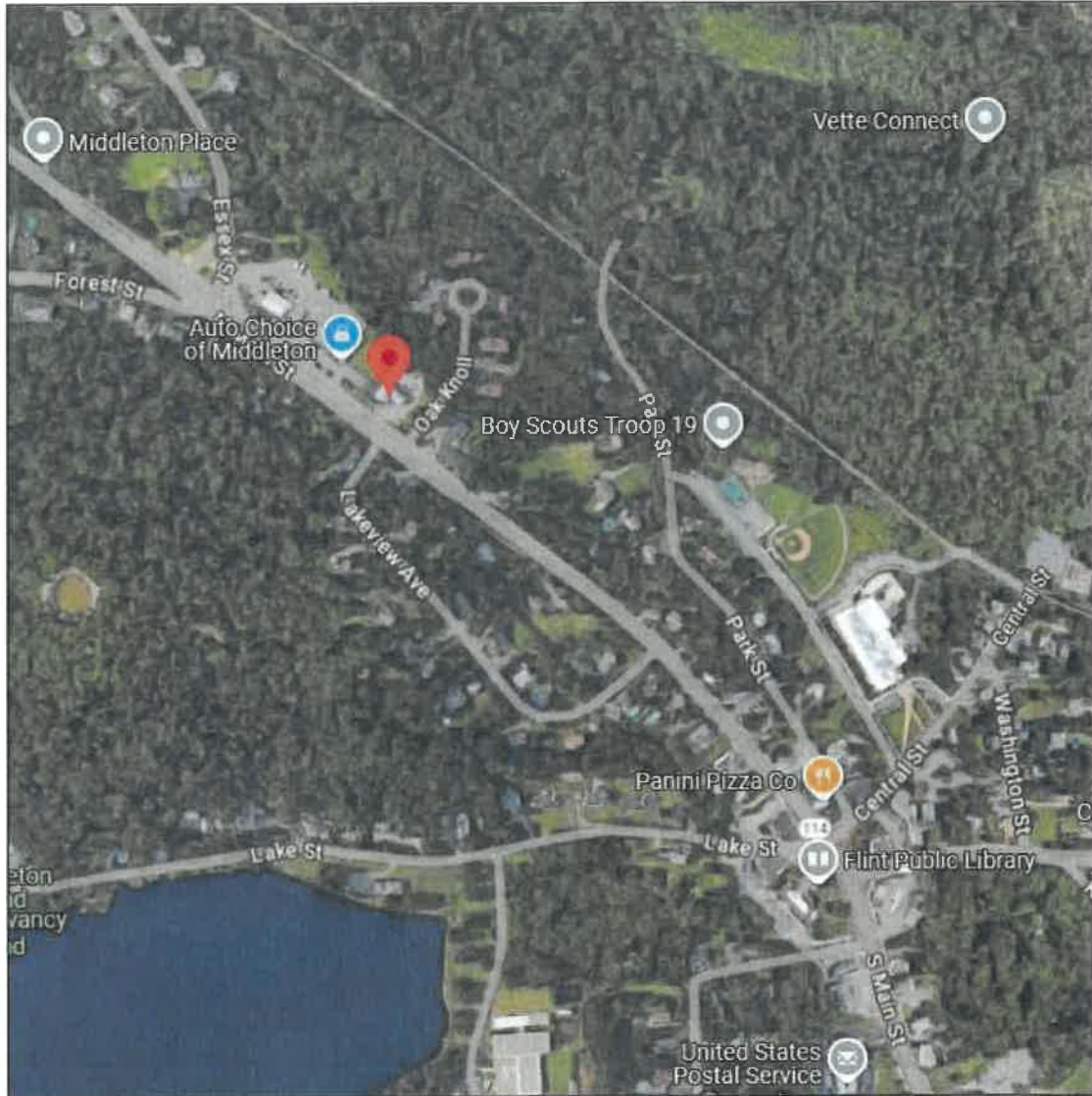
REGIONAL MAP

(not to scale)



LOCATION MAP AND AERIAL VIEW





ECONOMIC & MARKET CONDITIONS

Economic Overview

Despite almost universal expectations to the contrary, the U.S. economy did not fall into recession in 2023. A 4.9 percent annualized growth rate in Q3 of 2023 surprised most analysts. This was on the heels of about 2.25 percent annualized growth in the first half of the year. Much higher borrowing costs over the past two years have not yet slowed economic activity as expected. Many economists now see a Federal Reserve (Fed) engineered “soft landing” and perhaps avoiding a recession entirely in 2024. By Q3 of 2024, there was greater expectation of a recession for early 2025.

There is evidence of a slowdown in certain sectors of economic activity. Manufacturers report that demand for new products fell, resulting in a decline in factory activity for more than a year. The (national) housing market saw both sales transactions and prices drop in 2023 as higher mortgage rates and still-elevated prices eroded affordability. Conversely, demand for services remained strong, with travel, entertainment, and dining out keeping that sector in expansion mode.

The Fed has made some headway in its attempt to tamp inflation down. The personal consumption expenditures price index (PCE), the Fed's preferred measure of inflation, eased from its peak of 7.1 percent in June 2022 to 3.0 percent in October of 2023. The index stood at 2.5 percent in July 2024, so the downward trend has continued. Core PCE, which excludes food and energy prices, has been slower to retreat but edged lower to 2.8 percent in July 2024.

Despite tightening financial conditions and higher business costs, the labor market remained resilient. Employers had become cautious in trimming staff during the post-pandemic period, when hiring was difficult. Initial claims for unemployment remained low and job openings high, although the total number of job openings declined fairly dramatically in the second half of 2023. A high percentage of new jobs created in Q4 of 2023 were part-time positions.

Recent revisions to economic data show that households spent at a slower pace than was previously reported, and business investment weakened in response to higher borrowing costs. These trends are expected to continue, which should slow the economy in the coming months.

Bank Failures In 2023

There were three large bank failures in March 2023, including two in the U.S. (Silicon Valley Bank and Signature Bank) and one in Switzerland (Credit Suisse Group AG). As a result, there was cause for concern of major trouble looming in the banking sector. However, only two more major banks failed in the U.S. through the end of 2023, alleviating this concern, at least for the near term. Across the banking industry, the total number of branches fell for the 14th straight year in 2023. There were 77,690 active bank branches nationwide at the end of October 2023, according to S&P data, down from 79,000 branches at the end of 2022, a decline of about 1.7 percent.

Macro Economic Analysis

The Covid-19 Pandemic-induced economic shutdown in March 2020 is still impacting the economy in various ways. The U.S. Congress, the U.S. Treasury Department, and the U.S. Federal Reserve Bank (Fed) combined forces to inject about \$5 trillion of liquidity into the economy beginning in March 2020. Unlike previous bailouts, where financial institutions were the primary beneficiaries, these funds were put into the hands of businesses, institutions, and consumers. The result was that demand for all types of goods and services

increased dramatically, while pandemic-related shutdowns hampered supply chains, causing worldwide shortages of key resources like petroleum products, lumber, and food.

The Fed balance sheet stood at \$7.6 trillion at the beginning of 2024, down from \$8.7 trillion a year earlier, but up from \$4.2 trillion prior to the pandemic. To put that in perspective, the Fed balance sheet had never exceeded \$1 trillion prior to March 2008. The U.S. Federal Budget deficit stood at \$1.7 trillion in early 2024, up from about \$723 billion a year earlier but down from the average of about \$3.0 trillion in 2020 and 2021. The 2022 decline in the annual deficit was due to dramatically higher tax receipts in 2022 and early 2023 due to inflation-assisted economic activity. This trend reversed in 2023 as stimulus liquidity was drained from the economy.

The pandemic disrupted supply chains significantly, resulting in dramatic inflation in 2021 and 2022, rising to about 9.0 percent by mid 2022. While price increases dropped to about 3.0 percent annualized by the end of 2023, supply chain disruption was prolonged by the Russia-Ukraine War and was further threatened in early 2024 by the Hamas blockades of the Red Sea shipping lanes. Shippers are reporting two to three times higher costs resulting from the necessary re-routing.

Crude oil futures peaked at about \$92 per barrel in September 2023, but were hovering between \$70 and \$75 in Q3 of 2024. The recent high was about \$87 in April. Recent price declines are attributed to recessionary economic activity in other parts of the world, particularly Europe. OPEC cut oil production in early 2023 and announced in early 2024 that they would cut crude oil production by 2.2 million barrels per day for the foreseeable future in order to keep prices high.

The U.S. stock markets continue to reach new all-time highs throughout 2024. The Dow Jones Average reached a new all-time high of about 42,000 in mid September, as did the S&P 500 at nearly about 5,700. The tech-heavy NASDAQ lagged the other indicators, but has also reached a new all-time high of about \$18,700 in July 2024. Bond markets continued to struggle in the wake of much higher interest rates since early 2022. Following several strong years, most sectors of real estate struggled in 2023, again in the aftermath of increasing borrowing rates.

Cryptocurrencies (cryptos) continued to gain acceptance in 2023. Bitcoin is the best known and is considered to be different than other cryptos, due to its fixed supply and decentralized management. As a result, Bitcoin is considered a commodity by the Securities and Exchange Commission (SEC), while other cryptos are considered securities. Despite recent fluctuations in price, these attributes result in Bitcoin being considered a reliable store of value. After reaching an all-time high price of more than \$63,000 per "coin" in November 2021, the price collapsed to less than \$17,000 in late December 2022 in the aftermath of the FTX scandal. Since then, however, the price returned more or less steadily to nearly \$46,000 by early 2024. On January 10, 2024, the SEC approved Bitcoin / crypto exchange traded funds (ETFs), which will allow investment firms to add the asset to their IRA 401K offerings. Due to the expectation of greatly increased demand, the price is expected to climb to new highs in the coming months. For most of 2024, the price has

hovered between about \$50,000 and \$65,000. Many long-term proponents believe as public adoption continues to increase the price fluctuations will flatten and price will continue to rise over time.

Between 2012 and 2020, real U.S. Gross Domestic Product (GDP) growth averaged about 2.2 percent annually. Between the 1970s and the 1990s, average annual GDP growth was 3.3 percent. Between 1996 and 2000 (the dot com run-up), GDP growth ranged from 3.8 to 4.7 percent and averaged 4.3 percent. In 2019, the last year of the previous recovery, real GDP grew by about 2.3 percent for the year. In 2020, GDP contracted by 3.5 percent on the heels of the pandemic. GDP grew by 5.7 percent in 2021, but a good deal of this was due to inflation. Following GDP contraction in the first half of 2022, the economy rebounded in the second half of the year to an annualized year-over-year growth rate of 2.1 percent. As stated previously, GDP growth was stronger than expected in 2023, particularly in Q3.

Prior to the pandemic, the expectation was for GDP growth of less than 2.0 percent in 2020 and the years that followed. The continuing demographic shift is a major issue in the expected GDP growth rate decline, as the U.S. birth rate is currently 1.8 per family, less than the rate of 2.1 required for “zero population growth.” The U.S. rate of population growth has been bolstered in recent years by immigration, both legal and illegal. The rates of population growth in other developed nations, particularly Europe, are much less than in the U.S.

Interest Rates / Money Supply / Inflation

At an emergency meeting on March 3, 2020, the Fed announced a 50 basis point rate cut in response to financial turbulence resulting from the pandemic-related economic shutdown. Less than two weeks later, the Fed cut the rate by another 100 basis points resulting in a Federal Funds Rate range of zero to 0.25 percent. Over the next 14 months, the Fed and the U.S. Treasury added nearly \$3.0 trillion in stimulus to the economy. Since then, another \$2.0 trillion or so has been added, resulting in a total of \$5.0 trillion of new spending power in the economy added since the pandemic.

Consequently, demand for all types of goods and services increased dramatically. This, combined with pandemic-related supply chain issues, led to a dramatic increase in inflation, with the core inflation index topping out at about 9.0 percent in mid 2022.

At its Open Market Meeting (OMM) on June 10, 2020 (about three months into the pandemic), the Fed announced that the Federal Funds rate would remain unchanged through the end of 2022. The Federal Funds rate is the interest rate at which depository institutions (banks and credit unions) lend reserve balances to other depository institutions overnight, on an uncollateralized basis. In early 2021, the Fed announced that rising inflation at that time would be “transitory” (short-term), a statement that proved to be more than a bit embarrassing, and a retraction was issued in November 2021. As inflation continued to increase, the Fed changed course. Starting at its March 15, 2022 OMM. The Fed raised its key interest rate a total of 11 times in 2022 and 2023 from a range of zero

to 0.25 percent up to a range of 5.25 to 5.50 percent (the highest in 22 years) at the July 13, 2023 OMM. The U.S. annualized inflation rate rose to 9.1 percent by mid 2022, the highest since November 1981. Since then, the rate of annualized inflation has declined steadily to 3.0 percent by the end of 2023.

At the Fed's September 17-18, 2024 OMM, a 50 basis point decrease (to 4.75 to 5.00 percent) in the key interest rate was announced, which a sign that the overall economy is softening. There is broad speculation that there will be another 25 basis point rate decrease before the end of 2024. Lower borrowing rates allows more potential buyers to enter the marketplace, which could trigger another inflation spike.

Increases in asset prices were the primary backbone of the post 2008 / 2009 economic recovery, driven largely by historically low short-term interest rates keyed-in by the Fed. Inflation and the resulting currency debasement remain concerns for the near future. There is increasing interest in hard assets like precious metals, fine art, and other collectibles. In addition, there has been growing interest in crypto currencies, which are seen as potential replacements (worldwide) for fiat money.

Unemployment

National - March 2025

By February 2020, the U.S. unemployment rate had dropped to 3.5 percent. Between October 2010 and February 2020, the U.S. economy added jobs for 113 consecutive months. Nearly 20 million jobs were added during this period. However, in April 2020, the unemployment rate rose to 14.7 percent in the wake of the Coronavirus Pandemic economic shutdown. This was the highest unemployment rate since the Great Depression. About 22 million jobs were lost in only three months, more than double those jobs that were created during the recent ten-plus year recovery.

In March 2025, the U.S. unemployment rate was 4.2 percent. The unemployment rate has remained between 4.0 and 4.2 percent since May of 2024. Total non-farm jobs were essentially unchanged with about 228,000 added in March 2025. The Bureau of Labor Statistics (BLS) reported that the economy has recovered all of the jobs that were lost as a result of the pandemic-related economic shutdown. An average of about 157,000 jobs per month were added in the past twelve months. The chart below shows jobs added per month since 2023.

| | | | | | | | | | | | | |
|-----------------|-----|--------|--------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 2023 | 444 | 306 | 85 | 216 | 227 | 257 | 148 | 157 | 158 | 186 | 141 | 269 |
| 2024 | 119 | 222 | 246 | 118 | 193 | 87 | 88 | 71 | 240 | 44 | 261 | 323 |
| 2025 | 111 | 117(P) | 228(P) | | | | | | | | | |
| P : preliminary | | | | | | | | | | | | |

The number of long-term unemployed (27 weeks or longer) in March 2025 was 21.3 percent or 1.5 million, little changed over the past two months. This measure is below its pre-pandemic level of about 22.9 percent of total unemployment. BLS did not publish any data for March 2025 related to persons unable to work because their employer was closed or lost business due to the pandemic, or the number of persons who teleworked due to the pandemic.

The number of people not in the labor force who currently want a job increased by 220,000 to 5.915 million in March. Those individuals were not counted as unemployed because they were not actively looking for work during the 4 weeks preceding the survey or were unavailable to take a job..

“U-6,” the broadest category of the unemployment rate, was 7.9 percent in March, down from 8.0 in February 2025, up from 7.5 percent in December and January and unchanged from 7.9 percent in March of 2024. It is also a good deal lower than the 18.3 percent rate in May 2020, just past the peak of the pandemic shutdowns. The U-6 rate was 8.9 percent in February 2020. The current rate is also less than the 17.2 percent rate at the peak of the 2007 / 2008 Great Recession. The U-6 rate includes everyone in the official unemployment rate plus marginally attached workers, meaning those who have stopped looking for work. The main unemployment rate includes everyone who actively sought work in the previous four weeks. Many non-economists feel that the U-6 is the “real” unemployment rate.

The average hourly earnings for employees on private nonfarm payrolls in March 2025 was \$36.00, up from \$35.91 in February of 2025 and up from \$34.67 year-over-year. The average hourly workweek for all employees on nonfarm payrolls was 34.2 hours, unchanged from February 2025 and down from 34.4 hours year-over-year.

The March 2025 labor force participation rate was 62.5 percent, up down from 62.4 percent in February and down from 62.6 percent in January. It is down from the rate at this time a year earlier of 62.7 percent. The current rate remains below the pre-pandemic rate of 63.4 percent in February 2020. The labor force participation rate is defined as the percentage of people over age 16 who either have a job or are actively searching for one. This rate peaked at 67.3 percent in January of 2000 and the recent high was 66.4 percent in January 2007. The employment to population ratio in February 2025 was 59.9 percent, down from 60.1 percent in January and showing little change from the previous year. The measure is up from the post-pandemic low of 51.3 percent in April 2020 but still lower than the 61.2 percent figure in February 2020, pre-pandemic.

Despite the optimistic employment reports, there are concerns, particularly in the high-paying high technology sector. Technology firms have cut more than 190,000 jobs since the beginning of 2022, according to Layoffs.fyi, a website that tracks job cuts in the industry. Analysts say the job losses are likely indicative of future layoffs across a spectrum of industries within the labor market. Alphabet Inc., Google's parent company, became the latest technology company to reduce its workforce, announcing in mid January that it plans to cut 12,000 jobs, or about six percent of its workforce. Microsoft also announced that it will cut 10,000 jobs while Amazon has begun the process of cutting 18,000 employees.

Other notable tech firms that announced major layoffs recently include Twitter, Salesforce, and Facebook's parent company, Meta.

Nonetheless, there were about 7.6 million U.S. job openings in December 2024, a number that has held fairly steady since the pandemic shutdowns eased in mid to late 2020. The pre-pandemic high was about 7.7 million job openings. These jobs are across the pay spectrum, and include relatively low paying food service jobs to much higher paying construction sector jobs. Among the reasons given include older employees that chose to retire instead of returning to work, as well as cash infusions of government stimulus that eased the pain of not working.

Massachusetts Employment Rate - March 2025

The Massachusetts seasonally adjusted employment rate was 4.3 percent in March 2025, unchanged from February, up from 4.2 percent in January and up from 3.9 percent year over year and down from the post-pandemic high of 15.3 percent in May 2020. The March 2020 rate was 2.7 percent, just ahead of the pandemic shutdowns. Prior to April 2020, the unemployment rate had been under 4.0 percent for 48 consecutive months. About 3,516 jobs were lost in February, following the (revised) loss of 2,843 jobs in January and the (revised) loss of 4,100 jobs in December. Over the past year, a total of 26,200 jobs were added, and about 680,200 jobs have been added since the April 2020 employment trough. The labor force increased by an estimated 1,990 in November, as 3,100 more residents were employed and 3,500 more were unemployed. The labor force participation rate in Massachusetts was 66.5 percent in February, unchanged over the previous month and little changed from 66.2 percent year over year.

Real Estate

Lending rates for residential mortgages increased dramatically in response to the Fed rate hikes, with 30 year fixed interest rates for single-family mortgages rising to the 7.5 to 8.0 percent range by the end of 2023. Commercial lending rates were impacted in a similar manner, but were between 100 and 150 basis points less than residential. Following a dramatic increase in prices for virtually all classes of real estate between mid 2020 and late 2022, prices for all property types began to fall in 2023 nationwide, as did transaction volume.

National Retail

Despite longstanding concerns of a softening economy and eventual pullback in consumer spending, U.S. retail space markets remained resilient through 2023, thanks to steady demand from a diverse array of sectors, a significant pullback in store closures, and minimal new supply. Only 4.9 percent of retail space was available as of the end of 2023, down by 20 basis points year-over-year and 200 basis points below the historical average of 6.8 percent. As a result, potential tenants are reporting difficulty in finding spaces in target locations. Leasing activity has been lower over the past two years, with trailing four-quarter leasing activity falling to 200 million square feet, the lowest total since 2020,

and nearly 25 percent below the average recorded during the five-year period preceding the pandemic (2015-2019).

While demand for space continues to rise, new retail development activity remains minimal. Just under 50 million square feet of new retail space delivered nationwide over the past year, which is more than 35 percent below the prior 10-year average. The vast majority of retail construction activity consists of single-tenant build-to-suits or smaller ground-floor spaces in mixed-use developments. In addition, given strong demand for alternative uses, over 145 million square feet of space was demolished over the past five years.

With over three-quarters of new development having a tenant in-place at delivery, the national retail market has faced virtually no threat from new supply. This looks set to continue for the foreseeable future, as retail construction starts fell to their lowest levels in multiple decades in 2023, due largely to significant shifts in the cost and availability of construction financing capital. Asking rents for retail spaces increased by 3.2 percent over the past year to a new record high of \$25.00 per square foot. Looking forward, rent gains are forecast to moderate over the coming year, as an expected pullback in consumption will negate an otherwise tight fundamental environment.

Regional - Boston Market Area Retail

A resilient consumer base and a continuing lack of new supply kept retail availabilities at or near record lows in Boston in 2023, mirroring the nationwide trend. Renewed hopes for an economic soft landing and the lowest level of annual construction starts on record mean that the initial outlook for 2024 is for more of the same. Retail sales (excluding automobiles) advanced by an estimated 1.4 percent in the Boston metro area during 2023, also in line with the national average. This was a little over twice the estimated population growth rate of 0.6 percent, which turned positive after two years of mild pandemic-driven urban outmigration.

The retail space availability rate in Boston is 3.2 percent, well below the historically low national figure of 4.8 percent. The general economic mood is cautiously optimistic for 2024. The job market remains strong despite slowing employment growth. As stated previously, many analysts have been moderating their forecasts for a recession in favor of the “soft landing” scenario. This all bodes well for consumption and, therefore, for retailers. The construction pipeline is smaller than it has been since early 2011, and with starts in 2023 at only 10 percent of the 15-year average, which should bolster rents in Boston.

Total leasing volume exceeded its 15-year average of 3.0 million square feet, and there was 4.0 million square feet in gross move-ins. However, there were only 500,000 square feet of new deliveries in 2023, up from less than 300,000 square feet in 2022 but well below the 2010s average of 1.1 million square feet. Average retail rent held steady at about \$27 per square foot throughout 2023 after advancing by nearly 5.0 percent in 2022. The mall sector drove weak rent performance in Boston, with mall rents declining by 3.5 percent in 2023. Conversely, rents grew by about 1.0 percent at suburban general retail properties but fell by nearly 2.0 at properties in urban areas.

Retail sales volume in Boston decreased dramatically in the first half of 2023, this on the heels of two years of record volume. Elevated interest rates appear to have finally depressed capital markets, and the expectation is that 2023 will be one of the lightest investment years in a decade. Average capitalization rates rose to 6.7 percent in 2023, about 400 basis points higher year-over-year.

Conclusion

The economic issues resulting from the Covid-19 Pandemic-induced economic shutdown in March 2020 continue to impact the world economy. The \$5 trillion U.S. Government stimulus put cash in the hands of most citizens, businesses, and institutions. While most businesses struggled to find workers post-pandemic, the stimulus-based liquidity resulted in inflation spiking to 9.1 percent by mid 2022, the highest since 1981. In response, the U.S. Federal Reserve (Fed) raised its key interest rate a total of 11 times in 2022 and 2023 from a range of zero to 0.25 percent up to a range of 5.25 to 5.50 percent (the highest in 22 years). As a result, the rate of annualized inflation declined steadily to 3.0 percent by the end of 2023.

Total U.S. Federal Government Debt stood at about \$36.5 trillion in January of 2025, up from \$21.7 trillion only four years earlier. U.S. Treasury Bonds and other forms of debt rolling over in 2024 and 2025 will put pressure on the Fed to lower interest rates in 2024, which is now expected by most analysts, economists and market participants. Other forms of outstanding debt include U.S. household debt (\$17.3 trillion), corporate debt (\$11.8 trillion, with \$5.4 trillion maturing in 2024 and 2025), U.S. student loan debt (\$1.8 trillion). Total U.S. debt now stands at nearly \$95 trillion. Including unfunded liabilities like government pensions, Social Security, Medicare and Medicaid, total government debt is estimated to be in excess of \$250 trillion.

The Russia - Ukraine War that began in February 2022 may be coming to an end in the very near future. New economic alliances for crude oil settlements are being formed in Europe, the Middle East and China that will threaten the global reserve currency status that the U.S. has enjoyed since the end of World War II. If this takes hold, demand for dollars will decline over time.

PROPERTY DESCRIPTION

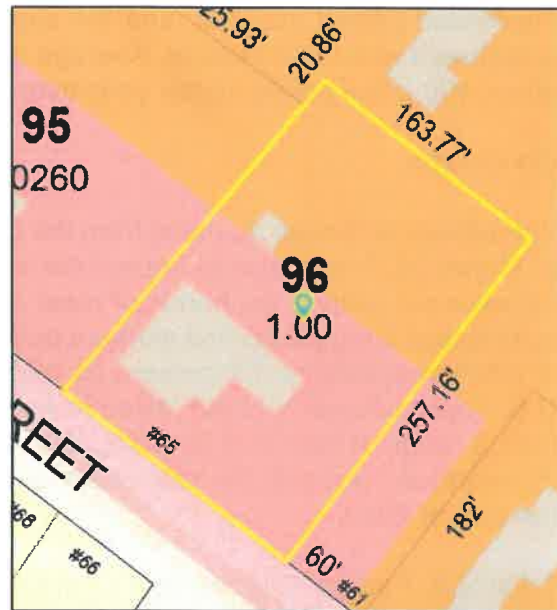
Site: The subject site is a mostly rectangular-shaped parcel of land on the northeast side of North Main Street. An image of the site from Middleton's GIS map is to the right and an aerial view from Google Earth is below.

The land area is approximately 43,560 square feet with road frontage of 175 feet. As can be seen in the image to the right, the subject is situated within two zoning districts, with the pink area identified as B Business and the rear mustard color as R2 Village Residential. Paved on-site parking for about 27 cars extends into the R2 zone. The far rear of the site behind the paved areas is unimproved and serves as a buffer to the residential uses in the rear.

North Main Street at the subject's location is a two lane, two way, undivided, bituminous concrete paved publicly maintained road with curbing and sidewalks on the subject side of the road. Storm water is drained from the travelway by a municipal storm drainage system. Utilities serving the site include town water, utility company electric and high speed communication. Utility cables are above ground. The site is serviced by a private on site septic system and bottled propane gas.

The subject's split zoning includes B Business and R2 Village Residential. The Business zone allows for a wide variety of uses including retail, personal service, trade shop, funeral home, restaurant, medical and professional office and banks. Other uses are allowed by the Board of Appeals.

The dimensional requirements in the B zoning district include a minimum 40,000 square foot lot with 100 feet of road frontage and width. The site meets these requirement. Setbacks are 100 feet front, 25 feet side, 35 feet rear when abutting a residential zone.



According to FIRM Map Community Panel 25009C0382F, effective July 3, 2012, the subject property appears to be in Flood Hazard Zone X, "Area of Minimal Flood Hazard." A copy of the referenced flood map is included in the Addendum.

According to the Massachusetts Department of Environmental Protection (DEP) searchable sites web page, the subject site does not appear to be included on a list of sites with "Activity and Use Limitations" (AUL). This appraisal assumes no adverse impact resulting from soils contamination.

A second section of the building (green section) is a single story 1,848 square foot modular addition with a partial basement of poured concrete. In total, the subject building has 6,926 square feet of finished area above grade.



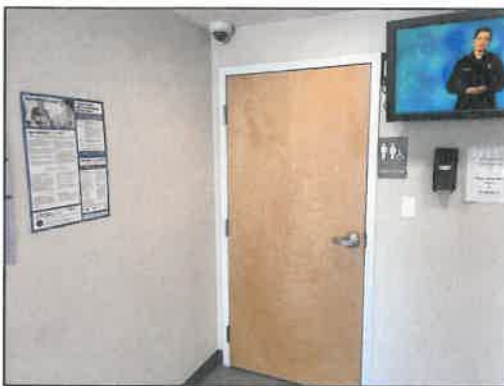
According to municipal records, the main building was constructed around 1949 for it's current use in a neighboring town. It was moved to its current location around 1981. The garage wing was added a few years later and the modular addition was reportedly added in 2010.

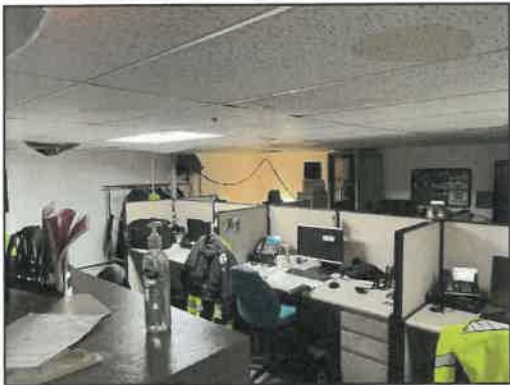
The main building is largely concrete block construction on the first level and wood frame on the upper level. The exterior is brick veneer in the front and south side, with painted block in the rear and vinyl siding on the eves. The composition shingles on the gambrel roof appear to be reaching the end of their economic life.

The modular section is wood frame with vinyl siding, and rubber membrane roof cover. The windows are largely double hung vinyl replacement. The exterior was observed to be in average overall condition.

The building interior is divided into several areas including reception, administration, private offices, large bull-pen areas, training areas and prison cells. There is also a 754 square foot two stall garage. A handicap accessible restroom is located just off the main entrance along with a full bath with shower on the first floor. One restroom is located on the second floor as well. Each cell area has a toilet and two larger janitor sinks are located in this area. Finishes include a variety of floor coverings typically found in a high traffic commercial setting. Ceilings are a mix of gypsum and suspended acoustical tiles. Walls in the main building are solid masonry with the remaining ones wood frame and painted gypsum. The overall physical condition of the interior is average overall.

The basement area is used for utilities, storage and a gym for staff. Mechanicals include a 200 amp main electric service, an oil fired boiler and two 275 gallon oil tanks. The building is 100% wet sprinklered and has modern fire protection throughout. The modular area is climate controlled by a roof-top propane/electric package unit. The building is equipped with a propane fired back up generator. Overall quality of the building is average. The interior concrete partitions in the main building, along with the approximate one-third of the building area being modular construction renders the overall appeal to be below average in our opinion. Interior photos begin below.







HIGHEST AND BEST USE

Highest and Best Use is "The reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible and that results in the highest value."³ The appraiser must determine the highest and best use of the subject property both as if vacant and as currently improved.

The subject property lies within two zoning districts. The front portion is Middleton's B Business district where a wide variety of retail and service uses are allowed by right. The rear is R2 Village Residential where multi family is allowed by right. As stated previously, the site meets minimal dimensional requirements. If vacant, commercial and retail uses would be the highest and best use given the limitations of local zoning.

It is our opinion that the existing improvements contribute value demonstrably in excess of the vacant site for this or any other potential use at the present time. We know of no other use of the subject site which would bring a higher return to the land to justify razing the existing improvements. As a result, the highest and best use of the subject site is "as currently improved." This conclusion of highest and best use meets the four criteria for highest and best use including Legally Permissible, Physically Possible, Financially Feasible and Maximally Productive.

THE VALUATION PROCESS

Appraisers commonly think of value in three ways: 1. The value indicated by recent sales of comparable properties in the market, known as the Sales Comparison Approach. 2. The current cost of replacing a property, less depreciation from all sources, that is, physical deterioration as well as functional and external obsolescence, known as the Cost Approach. 3. The value that the property's net earning power will support, based upon a capitalization of net income, known as the Income Approach.

The Sales Comparison and Income Approaches were developed in this appraisal. The Cost Approach was not developed, as it tends to be unreliable for the valuation for aged improvements like the subject. Determining accrued depreciation for various forms of obsolescence (physical, functional, and economic) would be speculative at best. The omission of the Cost Approach did not result in a misleading or unreliable value opinion, and the Sales Comparison Approach and Income Approach are sufficient to meet the needs of the client.

SALES COMPARISON APPROACH

The Sales Comparison Approach is developed in almost every appraisal of real property. The value opinion by this approach is frequently defined as "the price at which a willing seller would sell and a willing buyer would buy, neither being under abnormal pressure." This definition assumes that both buyer and seller are fully informed as to the property and state of the market for that type of property and that the property has been exposed in the open market for a reasonable time.

In completing the Sales Comparison Approach, recent sales of properties similar to the subject property have been analyzed for the purpose of establishing a range of value for the subject. To this end, we have analyzed recent sales of commercial and retail properties located in the market area. The sales are summarized below and photographs of the sale properties follow.

| Sale # | Location | Sale Date | Book/ Page | Land s.f. | Sale Price | Bld. Size s.f. | Price/ s.f. |
|---------|----------------------|-----------|------------|-----------|-------------|----------------|-------------|
| SUBJECT | 65 North Main Street | N/A | N/A | 43,560 | N/A | 6,926 | N/A |
| | Middleton | | | | | | |
| | | | | | | | |
| 1 | 325 Main Street | 8/16/24 | 83139/ | 34,237 | \$1,100,000 | 6,228 | \$176.62 |
| | North Reading | | 355 | | | | |
| | | | | | | | |
| 2 | 204 Main Street | 5/12/23 | 82277/ | 13,504 | \$899,000 | 8,054 | \$111.62 |
| | North Reading | | 388 | | | | |
| | | | | | | | |
| 3 | 654 Main Street | 3/4/25 | LC 1625/ | 9,150 | \$575,000 | 4,976 | \$115.55 |
| | Woburn | | 128 | | | | |
| | | | | | | | |
| 4 | 986 Main Street | 12/3/24 | 38940/ | 44,000 | \$600,000 | 2,183 | \$274.85 |
| | Tewksbury | | 1 | | | | |
| | | | | | | | |
| 5 | 581 Great Road | 2/26/25 | 83817/ | 54,014 | \$1,100,000 | 8,400 | \$130.95 |
| | Acton | | 335 | | | | |
| | | | | | | | |
| 6 | 442 Water Street | 7/29/24 | 83060/ | 19,035 | \$1,499,000 | 5,967 | \$251.22 |
| | Wakefield | | 286 | | | | |

COMPARABLE SALE PHOTOGRAPHS

Sale 1: 325 Main Street, North Reading

Sale 2: 204 Main Street, North Reading



COMPARABLE SALE PHOTOGRAPHS

Sale 3: 654 Main Street, Woburn

Sale 4: 986 Main Street, Tewksbury



COMPARABLE SALE PHOTOGRAPHS

Sale 5:581 Great Road, Acton

Sale 6:442 Water Street, Wakefield



Adjustment Grid

65 No Main St.

Middleton, MA

Date of Value 4-9-2025

| | SUBJECT | SALE 1 | SALE 2 | SALE 3 | SALE 4 | SALE 5 | SALE 6 |
|----------------------|-----------------------------|-----------------------------|-----------------------------|------------------------|---------------------------|------------------------|----------------------------|
| Location | 65 N. Main St. Middleton | 325 Main St. No. Reading | 204 Main St. No. Reading | 654 Main St. Woburn | 986 Main St. Tewksbury | 581 Great Rd. Acton | 442 Water St. Wakefield |
| Sale Price | N/A | \$1,100,000 8/16/24 | \$899,000 5/12/23 | \$575,000 3/4/25 | \$600,000 12/3/24 | \$1,100,000 2/26/25 | \$1,499,000 7/29/24 |
| Date of Sale | | 0.00% \$0 | 0.00% \$0 | 0.00% \$0 | 0.00% \$0 | 0.00% \$0 | 0.00% \$0 |
| Time Adjustment | | | | | | | |
| Time Adj. Sale Pr. | | \$1,100,000 | \$899,000 | \$575,000 | \$600,000 | \$1,100,000 | \$1,499,000 |
| Building Size (s.f.) | 6,926 | 6,228 | 8,054 | 4,976 | 2,183 | 8,400 | 5,967 |
| Sale Price/sf | N/A | \$176.62 | \$111.62 | \$115.55 | \$274.85 | \$130.95 | \$251.22 |
| Location | +average | +average | +average | +average | +average | average | +++average |
| | | 0% | 0% | 0% | 0% | 10% | -20% |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 13.10 | -50.24 |
| Quality / Appeal | --average | average | -average | --average | average | average | average |
| | | -20% | -10% | 0% | -20% | -20% | -20% |
| | | -35.32 | -11.16 | 0.00 | -54.97 | -26.19 | -50.24 |
| Condition | average | average | --average | -average | average | average | +average |
| | | 0% | 20% | 10% | 0% | 0% | -10% |
| | | 0.00 | 22.32 | 11.56 | 0.00 | 0.00 | -25.12 |
| Building Size | 6,926 | 6,228 | 8,054 | 4,976 | 2,183 | 8,400 | 5,967 |
| | | -1% | 2% | -2% | -15% | 5% | -1% |
| | | -1.77 | 2.23 | -2.31 | -41.23 | 6.55 | -2.51 |
| Land Area (s.f.) * | 43,560 | 34,237 | 13,504 | 9,150 | 44,000 | 54,014 | 19,035 |
| Land/Bldg Ratio | 6.29 | 5.50 | 1.68 | 1.84 | 20.16 | 6.43 | 3.19 |
| | | 0% | 15% | 20% | -10% | 0% | 10% |
| | | 0.00 | 16.74 | 23.11 | -27.49 | 0.00 | 25.12 |
| Net Adjustment | | -21% | 27% | 28% | -45% | -5% | -41% |
| | | -37.09 | 30.14 | 32.36 | -123.68 | -6.55 | -103.00 |
| Adjusted \$/sf | | \$139.53 | \$141.76 | \$147.91 | \$151.17 | \$124.40 | \$148.22 |

Due to differences between the subject and the sales, adjustments were made to make the sales appear more like the subject. Ideally, adjustments made to the sales are derived directly from market data. However, in the present market climate, insufficient data is available to quantify each adjustment. As a result, the majority of the adjustments are determined by our knowledge of the marketplace and represent reasonable and informed opinions as to how these differing elements of comparison would most likely impact market value.

The six sales sold between May of 2023 and March of 2025. Over this period, sale prices have remained relatively steady for commercial and retail properties like the subject. As a result, no adjustment for time has been recognized.

The unadjusted price range indicated by the sales is \$111.62 to \$274.85 per square foot, which is broad. Adjustments were made for differences in location, building quality and appeal, physical condition and land/building ratio. The adjustments are shown on the previous page.

The subject's location is above average overall due to traffic exposure and proximity to area highway. Sale 5 is a somewhat rural location and considered inferior to the subject. Sale 6 is considered a superior location due to its proximity to I95 and metro-Boston. Both were adjusted accordingly. The subject is considered below average in quality and appeal for a few reasons. Some of the interior partitions are masonry, which renders the building somewhat challenging to remodel for alternative uses. Additionally, about one-third of the building area is modular construction. Given this, five of the six sales were adjusted for their superior overall quality and appeal.

The subject's physical condition was observed to be average overall. Three of the six sales were adjusted for their varying degree of condition, with Sales 2 and 3 being inferior and Sale 6 being superior. All six sales were adjusted to varying degrees for differences in building size. Typically, larger properties sell for less per unit than smaller properties, all other things being equal, due to economies of scale.

Finally, four of the six sales were adjusted for differences in land/building ratio to varying degrees. Although Sales 2 and 3 have similar ratios, Sale 3 has no on-site parking whereas Sale 2 has on site parking, resulting a more severe adjustment to Sale 3..

The adjusted price indicated by the six sales is \$124.40 to \$151.17 per square foot, which is narrow. Five of the six indicate a very narrow range from \$139.53 to \$151.17 per square foot, with Sale 5 an outlier at the low end. With most weight placed on the predominant range, a value of \$145 per square foot is considered reasonable and well supported. Calculated, \$145 times the subject's 6,926 square feet equals \$1,004,270, say \$1,000,000.

Value by Sales Comparison Approach
\$1,000,000

INCOME APPROACH

In developing the Income Approach, the appraiser examines the present value of the future benefits of a property. The work to be done in assembling and processing income data is of three kinds: 1. Forecasting potential gross income. 2. Forecasting operating expenses. 3. Selecting a capitalization rate and the applicable technique and method for processing the net income. Given that the subject will be evaluated on the basis of income it will produce, an analysis of prospective gross income is necessary.

The subject is a special use property with some features not found in most properties. However, it most closely resembles an office or general commercial building with an attached two car garage.

As a result we've listed a number of general commercial and office rents in the general market area. The subject is owner occupied (Town of Middleton). Therefore, a market rent will be applied to complete our income analysis. Below is a list of competing properties in the Middleton market area used to estimate the subject's market rental rate.

| Rental # | Address | Date | Use | M'thly Rent | Unit s.f. | Rent/s.f. | Terms |
|----------|----------------------------|---------|--------|-------------|-----------|-----------|-------|
| R1 | 171 N. Main St., Middleton | current | office | \$1,500 | 1,400 | \$16.29 | Net |
| R2 | 171 N. Main St., Middleton | current | office | \$1,500 | 1,400 | \$17.14 | Net |
| R3 | 275 N. Main St. Middleton | current | office | \$2,500 | 1,500 | \$20.93 | NNN |
| R4 | 191 S. Main St., Middleton | current | office | \$1,650 | 1,350 | \$15.55 | NNN |
| R5 | 1740 Turnpike, No. Andover | current | office | \$2,250 | 1,700 | \$15.88 | Net |
| R6 | 87 Main St., N. Reading | current | office | \$3,620 | 2,100 | \$14.00 | Net |

The six rentals include a mix of first and second floor general office spaces in the market area. The rentals range in size from 1,400 to 2,100 square feet. Rents range from \$14.00 to \$20.93 per square foot. Terms of the rentals are "Net" meaning that tenants are responsible for utilities and general maintenance, or "NNN", meaning the tenant is responsible for their share of the property's expenses including real estate taxes, insurance and common area maintenance.

The subject does not lend itself to multi-tenant occupancy. As a result, it is much larger than the comparables above. Typically larger spaces rent for less per square foot than smaller, all things being equal.

Being a single user building, a NNN rent forecast is appropriate, meaning that most property expenses would be passed along to the tenant. Given the subject's size, layout and non-handicap accessible upper floor, a rent of \$12.00/sf NNN is considered reasonable and applied in this analysis.

Potential Gross Income (PGI)

Potential Gross Income for the subject is calculated at \$12.00/sf times the subject's 6,926 square feet, or \$83,112 annually. This equates to about \$6,925 per month.

Vacancy

A vacancy factor is included to account for lost rent due to tenant turnover and collection costs. CoStar analytics shows vacancy within various office properties throughout the market area is between 2.0% and 10.0% overall. CoStar's forecast is for vacancy to remain in this range into the foreseeable future. Given reasonable market-based PGI and the free standing nature, a vacancy factor of 3.0 percent is applied here. Once the vacancy factor is deducted from PGI, what remains is Effective Gross Income (EGI).

Operating Expenses

Because the subject's PGI is forecast on a "NNN" with the tenant responsible for most property expenses. In this instance we have applied a management expense, which includes bookkeeping and accounting, professional fees, property manager and office expense. Professional management expense for properties like the subject typically range between 3.0 and 6.0 percent of EGI. For this analysis and given the single tenant occupancy, we have used a fee of \$300 monthly or \$3,600 annually. This equates to about 4.5% of EGI.

Reserves for capital replacement are applied to cover the replacement of various short-lived capital items that require replacement, like roof, exterior windows and entries, HVAC systems and fire protection systems. In this instance we've applied an expense of 5.0 percent of forecast EGI.

Direct Capitalization

Direct capitalization is a method utilized to convert the net income stream of a property into value by the use of an appropriate capitalization rate. The band of investment (or weighted-average) technique has been utilized in order to develop an overall capitalization rate. This calculation is based on a 10 percent return to equity, which is based on an analysis of anticipated rates of return for small retail properties.

Area banks are quoting a range of 6.5 to 7.5 percent for most types of commercial loans. For less risky properties like small retail properties, the rates can be lower. RealtyRates.com shows a range of commercial mortgage loan interest rates for small retail properties in Q4 of 2024 ranging from 5.25 to 9.75 percent, at 75 percent loan to value and a 20 to 30 year amortization. For this analysis, a 75 percent loan to value ratio is anticipated at a 6.5 percent mortgage interest rate. Interest rates have risen significantly over the past two years and quoted rates are somewhat higher at the present time. However, the OAR is based on a multi-year forecast with the expectation that rates will fluctuate over time. The loan is amortized over 25 years, resulting in a mortgage constant of 0.0810. From the resulting weighted rate is deducted the percentage paid off, which

assumes a five year holding / loan period, the result being the overall capitalization rate. This calculation is shown below.

Overall Capitalization Rate Calculation

| | | | | | |
|----------------------------------|-------|---|----------|---|----------|
| Equity Yield | .1000 | X | .25 | = | 0.0250 |
| Mortgage Constant | .0810 | X | .75 | = | 0.0608 |
| Total | | | | | 0.0858 |
| Less Credit for Equity Build-up: | | | | | |
| Loan to Principal Paid Off | | = | 0.094378 | | |
| Loan To Value Ratio | | X | 0.750000 | | |
| SFF @ Equity Rate | | X | 0.163797 | | |
| | | | | | (0.0116) |
| Overall Rate | | | | | 0.0742 |
| say | | | | | 7.4% |

CoStar analytics shows a range of 6.5 to 8.0 percent for overall capitalization rates based on recent sales in the Middleton Danvers commercial sub-market. The average is about 7.25 percent. The analytics show that capitalization rates in the submarket are about 25 basis points higher on average than they were in Q4 of 2023, which covers the period of the sales in the Sales Comparison Approach.

CoStar is projecting a 20 basis point increase in overall capitalization rates in the next 12 to 24 months. The overall capitalization rate by the band-of-investment of 7.4 percent is well within the market range and is applied to convert NOI to market value. The Reconstructed Operating Statement is below.

| | | | |
|----------------------------------|----|-------|-----------|
| Potential Gross Income | | | \$83,112 |
| Less Vacancy and Collection Loss | | 3.00% | -\$2,493 |
| Effective Gross Income (EGI) | | | \$80,619 |
| Less Operating Expenses | | | |
| Management | | | -\$3,600 |
| Reserves for Capital Replacement | 5% | | -\$4,031 |
| Total Non-reimbursed Expenses | | | -\$7,631 |
| Net Operating Income (NOI) | | | \$72,988 |
| Cap Rate | | 7.40% | |
| Estimated Value | | | \$986,320 |

Value by the Income Approach

Say \$985,000

RECONCILIATION

In this appraisal, the Sales Comparison and Income Approaches were developed. The Cost Approach was not developed for reasons discussed previously. The results are shown below.

| | |
|---------------------------|-------------|
| SALES COMPARISON APPROACH | \$1,000,000 |
| INCOME APPROACH | \$ 985,000 |
| COST APPROACH | N/A |

The two approaches indicate rounded values within 1.5 percent of each other, which adds confidence to the final market value opinion. Properties like the subject are more often purchased for owner occupancy and the Sales Comparison Approach provides the most confidence. As a result, our market value opinion of the fee simple interest of the subject property as of April 9, 2025 is \$1,000,000. This appraisal assumes both marketing and exposure times of two to four months.

| | |
|---------------------|--------------------|
| MARKET VALUE | \$1,000,000 |
|---------------------|--------------------|

In the immediate aftermath of the Covid-19 Pandemic economic shutdown in early 2020, U.S. policymakers responded with record cash stimulus, totaling about 5.0 trillion by mid-2022. This spiked demand for all types of products, including real estate. Inflation became a major issue starting in 2021, spiking to 9.1 percent by mid 2022. U.S. Federal Reserve (Fed) responded by increasing the Federal Funds Rate 11 times in 2022 and 2023 up to a range of 5.25 to 5.50 percent, the highest in 22 years. As a result, the inflation rate declined steadily to about 3.0 percent by the end of 2023.

Much higher borrowing rates for commercial and residential mortgages have put pressure on both pricing and sales volume. Higher interest rates will have an impact on the re-pricing of all types of debt in 2024 and 2025 and Fed rate cuts are expected in 2024. Rapidly increasing U.S. Government debt raises concerns about additional inflation or eventual default. In early 2024, policy makers expressed greater concern about liquidity than inflation. Many believe that continuing fiscal stimulus has postponed the long-anticipated economic recession. Political instability in Europe and the Middle East continue to be an area of concern for supply chains.

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results. Neither my engagement to make this appraisal (or any future appraisals for this client), nor any compensation therefore, are contingent upon the reporting of a predetermined value or direction in that value that favors the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and in conformity with requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I have made an interior and exterior inspection of the property that is the subject of this report and performed the majority of the tasks involved in completing this assignment.

Laurence Marocco assisted in the development of the approaches to value in this report.

I have not performed any professional services (appraisal or otherwise) on the subject property in the three years prior to the acceptance of this appraisal assignment.

As of the date of this report, I, John F. McCarthy, have completed the Standards and Ethics Education Requirements of the Appraisal Institute for Practicing Associates.

Minco Corporation



John F. McCarthy
Mass. Cert. General Appraiser #401
N.H. Cert. General Appraiser NHCG230

April 13, 2025

GENERAL LIMITING CONDITIONS

An appraisal is an unbiased opinion of value of a property reached through an analysis of that property and from data from the marketplace. An appraisal is not a certification of the soundness of the building, a survey, or a legal document, though assumptions regarding these and other matters are made. The major assumptions and limiting conditions are as follows:

1. The appraiser is not required to give testimony or appear in court because of having made the appraisal, with reference to the property in question, unless arrangements have been previously made.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
3. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
4. Neither all or any part of the contents of this report, or a copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the appraiser. Nor shall the appraiser, firm, or professional organization of which the appraiser is a member be identified without written consent of the appraiser.

GENERAL UNDERLYING ASSUMPTIONS

1. The legal description used in this report is assumed to be correct.
2. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.
3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion title rendered. The title is assumed to be good and marketable.
4. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.

5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structure which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover such factors. No certification is made regarding the absence of any substances, regarding potential, unapparent structural defects or the proper placement of smoke detectors and potential flood hazards. Unless otherwise stated in this report, it is assumed that no adverse conditions affect the subject.
7. In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of Urea-formaldehyde foam insulation, and/or the existence of toxic waste, which may or may not be present on the property, was not observed by me; nor do I have any knowledge of the existence of such materials on or in the property. The appraiser is not qualified to detect such substances. The existence of Radon Gas, Urea-formaldehyde foam insulation or other potentially hazardous materials may have an effect on the property value. The client is urged to retain experts in these fields, if desired.
8. It is assumed that there is full compliance with all federal, state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the appraisal report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the appraisal report.
11. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity organization have been or can be obtained or renewed for any use on which the value opinion contained herein is based.

APPRAISER'S QUALIFICATIONS

JOHN F. MCCARTHY

CERTIFICATION: Massachusetts Certified General Real Estate Appraiser
License #401, Expiration 5/24/2025

New Hampshire Certified General Real Estate Appraiser
License # NHCG 230, Expiration 5/31/2027

**CONTINUING
EDUCATION:**

Appraisal Institute, Chicago, IL

Course 530: Advanced Sales Comparison & Cost Approaches (1994)
Course 520: Highest & Best Use and Market Analysis (1993)
Course 2-2: Report Writing and Valuation Analysis (1992)
Course 102: Applied Residential Property Valuation (1991)
Course SPP: Standards of Professional Appraisal Practice & Ethics,
Part A&B (1995)
Course 101: Introduction to Appraising Real Property (1991)
Course 201: Principals of Income Property Appraising (1990)
Course 202: Applied Income Property Valuation (1991)

Massachusetts Board of Real Estate Appraisers (MBREA)
National USPAP Update 2024-2025 (2024)

University of New Hampshire, Durham, NH

Course DCE 101: Real Estate Principals (1976)
Course DCE 102: Real Estate Appraising (1977)
Course DCE 103: Real Estate Law & Finance (1978)

EDUCATION:

University of New Hampshire (1974-1976)

Major: Business Administration, Whittemore School of Business and
Economic
Study Area: Business Management, Marketing

New England Aeronautical Institute (1972-1974)

Major: Business Management
Study Area: Accounting, Federal Income Taxation

John F. McCarthy (Continued)

**PROFESSIONAL
EXPERIENCE:**

1983-Present MINCO Corporation, North Andover, MA

Senior Vice President/CEO. Director of Commercial Appraisal Division. Performing Narrative Appraisals and Appraisal Review of Residential, Commercial, Industrial, and Special Use Properties; Providing consulting services in Residential, Commercial and Industrial Real Estate.

1976-1979 Patriot Real Estate, Inc., Derry, NH & Andover, MA

Sales Manager, NH Office. Duties included Personnel management, advertising and marketing, real estate sales and property evaluation.

**OTHER
ORGANIZATIONS:**

Rebuilding Together * Greater Haverhill, Inc. (formerly Christmas in April)

Founding Member (1991), Former President, Treasurer, Member Board of Directors, past Chairman of the Board. Nationally chartered 501(c)(3) non-profit charity providing free home repair and renovations for low income home owners, especially the elderly and disabled, in the greater Haverhill, MA area.

**PROFESSIONAL
AFFILIATIONS:**

Practicing Affiliate - The Appraisal Institute: MAI Candidate
Licensed Real Estate Broker:

Commonwealth of Massachusetts:

Board of Registration of Real Estate Brokers & Salesmen
License #103094, Expiration 5/24/2026

State of New Hampshire:

New Hampshire Real Estate Commission
Licensed #64615, Expiration 11/28/2025

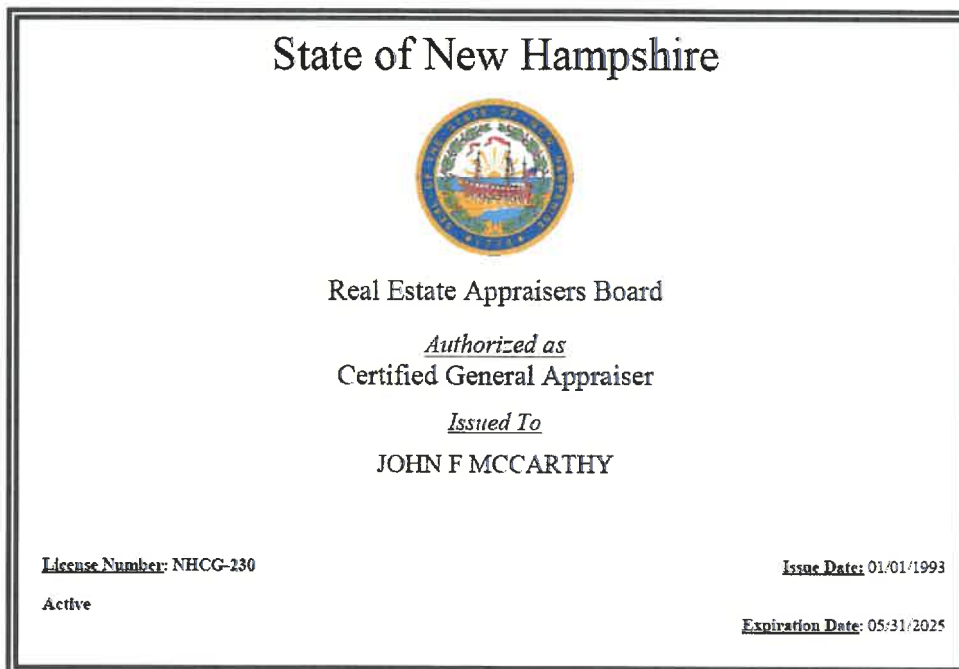
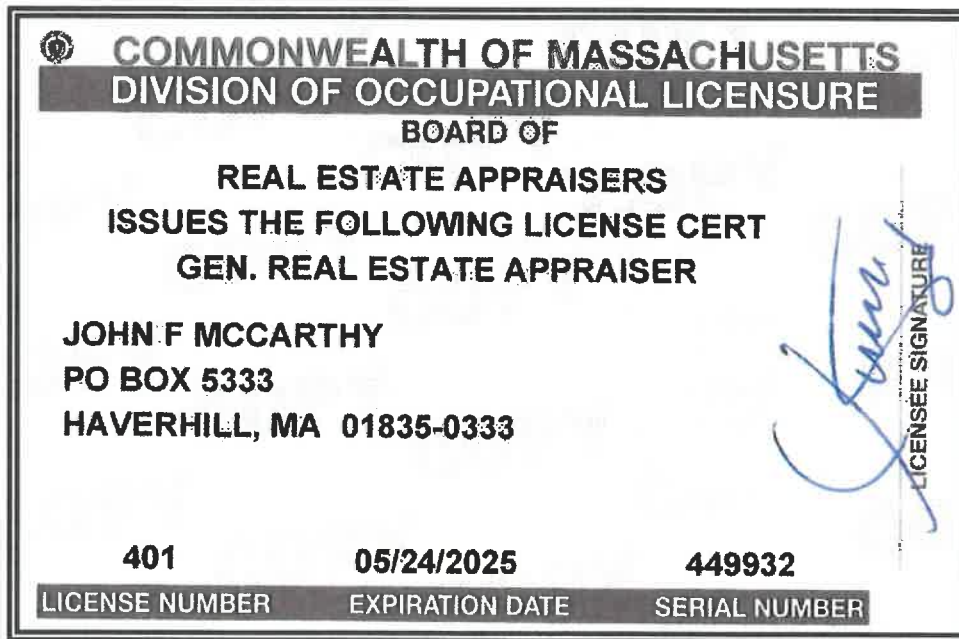
Approved Appraiser: U.S. Dept. of Housing and Urban Development (HUD)

Expert Witness: Strafford County (NH) Superior Court
 Rockingham County (NH) Superior Court
 United States Bankruptcy Court, Worcester, MA
 Lynn District Court, Lynn, MA

Member: Pentucket Kiwanis Club, Haverhill, MA

John F. McCarthy (Continued)

Current Appraisal
Licenses:



SUBJECT PROPERTY DEED

See Plan
Rec. B.
5859
Pg. 810

BK 5849 PG 560

MASSACHUSETTS CONTAINS DEED INDIVIDUAL (LONG FORM) 585

KNOW ALL MEN BY THESE PRESENTS, that we, Benjamin K. Richardson, Haren M. Richardson and Anne H. Richardson, Trustees of The Richardson Trust under a Declaration of Trust dated September 30, 1964, recorded in Essex South District Registry of Deeds Book 5211, Page 214

all of Middleton

Essex County, Massachusetts

being conveyed, for consideration paid, grant to (in the sum of \$20,000.00) grant to the Inhabitants of the Town of Middleton, a body corporate in the County of Essex

of

with quitclaim covenants

the land in said Middleton on the northerly side of North Main Street, bounded (Description and covenants, if any)

and described as follows:

Beginning at an iron pipe on the northerly side of North Main Street and land now or formerly of Nellie J. Mazichuk and thence running NORTH 40° 20' 00" East by land of said Nellie J. Mazichuk and The Richardson Trust two hundred fifty-seven and 40/100 (257.40') feet to an iron pipe; thence turning and running SOUTH 52° 22' 00" East by land of The Richardson Trust one hundred sixty-three and 77/100 (163.77') feet to an iron pipe; thence turning and running SOUTH 37° 38' 00" West by land of The Richardson Trust two hundred fifty-seven and 17/100 (257.17') to North Main Street; thence turning and running NORTH 52° 22' 00" West by North Main Street one hundred seventy-five (175') feet to land of said Nellie J. Mazichuk and the point begun at.

Containing 43,560 square feet as shown on "Plan of Land Located in Middleton, Mass. owned by Richardson Trust Scale 1" equals 40' Oct. 15, 1971 John A. Goodwin, Surveyor, Middleton, Mass."; said plan to be recorded herewith.

If there is any discrepancy between the metes and bounds in this deed and those shown on the said plan, those shown on the said plan will control.



BK 5849 PG 561

~~husband~~ of said grantor,
~~wife~~

release to said grantor all rights of ~~tenancy by the entirety~~ and other interests therein.
~~dower and homestead~~

Witness our hand and seals this first day of February 1972

Benjamin K. Richardson
Hazel M. Richardson
John H. Richardson

The Commonwealth of Massachusetts

Essex, ss.

February 1, 1972

Then personally appeared the above named Benjamin K. Richardson, in his capacity as Trustee of The Richardson Trust

and acknowledged the foregoing instrument to be his free act and deed before me

James J. [Signature]
Notary Public - Justice of the Peace

My commission expires 12/31/74 1974

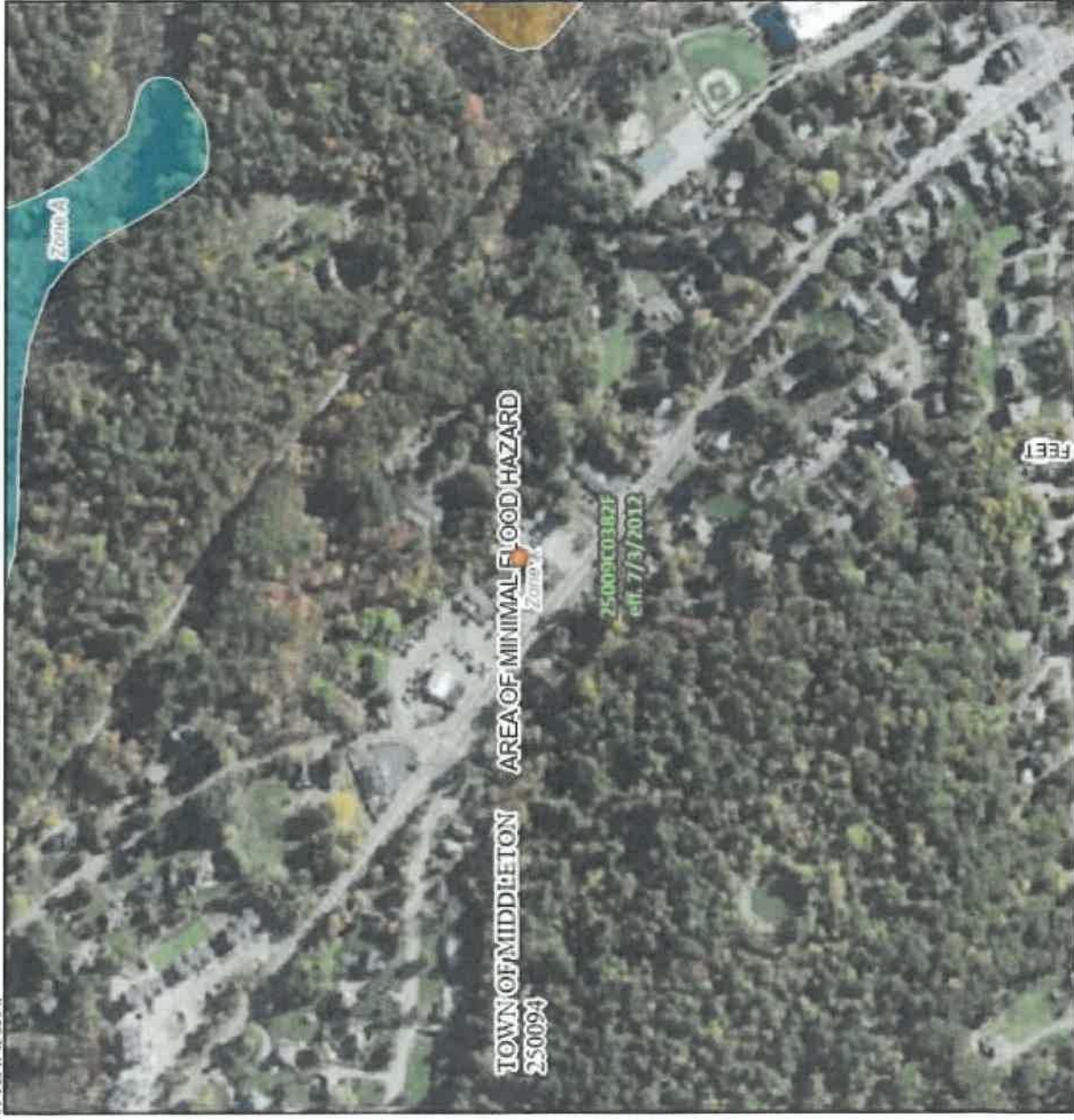
Essex ss. Recorded Mar. 14, 1972. 34 m. past 2 P.M. #196

FLOOD MAP

National Flood Hazard Layer FIRMette



71°13'37" W 42°55'27" N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE THIS REPORT FOR DETAILED LISTING AND DESCRIPTION MAP FOR FIRM PANEL LY0007

| | |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SPECIAL FLOOD HAZARD AREAS | With Flood Elevation (BFE) Zone A, 1 ft With BFE or Depth Zone A, 1 ft Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Future Conditions 1% Annual Chance Flood Hazard Area with Reduced Flood Risk due to Levees, See Notes Area with Flood Risk due to Levees |
| OTHER AREAS GENERAL STRUCTURES | No Structure Area of Minimal Flood Hazard Effective Levees Area of Undetermined Flood Hazard Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall |
| OTHER FEATURES | Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Truncet Base Flood Elevation Line (BFE) Limit of Study Anticlastic Boundary Coastal Truncet Baseline Profile Baseline Hydrographic Feature |
| MAP PANELS | Digital Data Available No Digital Data Available Unmapped |

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps. It is not valid as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/20/2023 at 1:26 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is valid if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identification, FIRM panel number, and FIRM effective date. Map images for unmapped and unmapped areas cannot be used for regulatory purposes.

