

**BOARD OF SELECTMEN
MEETING AGENDA**

**Fuller Meadow School
Nathan Media Center
143 South Main Street, Middleton, MA 01949
Tuesday, May 22, 2018
7:00 PM**

This meeting is being recorded

1. 7:00 PM BOS reorganization; election of officers
2. 7:10 PM Warrant
Minutes
Town Administrator updates and reports
Discussion of summer meeting schedule: Recommended meeting dates to correspond with warrants: June 5 & 19; July 17; August 14
3. 7:20 PM Review and announcement of final Memorandum of Agreement with the Middleton Public Works Employees' Organization for Fiscal Years 2018-2020
4. 7:25 PM Vote to accept the deed for Zaloga Way as authorized pursuant to Article 31 of the 2018 Annual Town Meeting, held on May 8, 2018
5. 7:30 PM Vote to accept the deed for Ohlson Way as authorized pursuant to Article 32 of the 2018 Annual Town Meeting, held on May 8, 2018
6. 7:35 PM Update and discussion of Lakeview Avenue water booster pumps, including decision on long-term maintenance and replacement of the pumps
7. 7:55 PM Discussion and recap of May 8, 2018 Town Meeting Warrant
8. 8:05 PM New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed

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.

**Minutes of the Middleton Board of Selectmen
Howe Manning School
Room 250
26 Central Street, Middleton, MA 01949
Tuesday, May 8, 2018
6:00 PM**

BOS Present: Kosta Prentakis, Timothy Houten and Rick Kassiotis, (Note Chairman Cresta called to participate in the meeting at 6:09 pm)

Others Present: Town Administrator Andrew Sheehan, Assistant Town Administrator Ryan Ferrara

8:03 PM – Board Secretary Kosta Prentakis called the meeting to order at 6:03 pm, replacing Chairman Brian Cresta in his absence.

- **Warrant:** After a brief review of the bi-weekly bills (\$815,619) and payroll (\$640,974) warrants by Town Administrator Andrew Sheehan, the Board took the following action:
On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to approve warrant number 1823, dated 5/10/18, as presented.
- **Minutes:** After a brief review of the Minutes of April 24, 2018, the Board took the following action:
On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to accept the minutes as presented.

At 6:09 pm, Chairman Cresta called and was placed on speakerphone to participate in the meeting. Secretary Prentakis continued in his interim role as Chairperson for the remainder of the meeting.

Review and approve Memorandum of Agreement with the Middleton Public Works Employees' Organization for Fiscal Years 2018-2020 – Mr. Sheehan provided a brief overview of the proposed Fiscal Year 2018-2020 agreement with MPWEO. Notable highlights of the agreement include wage increases of 2.5% in Fiscal Year 2018, 3.0% in Fiscal Year 2019 and 3.0% in Fiscal Year 2020; payment of a \$1,000 Winter Appreciation/Productivity Bonus in each of the three fiscal years of the agreement; and, elimination of the Working Foreman/Equipment Operator position and redistributing the difference in pay to the remaining eight DPW employees.

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to approve Memorandum of Agreement with the Middleton Public Works Employees' Organization for Fiscal Years 2018-2020.

Review and vote on application of the Bourque Family Foundation to hold a 7.7K road race on June 9, 2018 beginning at 10 Village Road –

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to approve an application from the Bourque Family Foundation to hold a 7.7K road race on June 9, 2018 beginning at 10 Village Road.

Vote to renew two seasonal all alcohol restaurant licenses; two common victualler licenses; and, two entertainment licenses, for SD Management Group LLC at the Member's Lounge and Halfway House Snack Bar at 8-10 Village Road, Ronald Rice, Manager –

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to approve renew two seasonal all alcohol restaurant licenses; two common victualler licenses; and, two entertainment licenses, for SD Management Group LLC at the Member's Lounge and Halfway House Snack Bar at 8-10 Village Road.

Review and discuss Main Street Grill's compliance with terms of its license; schedule a public hearing if non-compliant – Assistant Town Administrator, Ryan Ferrara, informed the BOS that the Main Street Grill paid their Fiscal Year 2018 fourth quarter tax and personal property taxes on May 2nd, a day after the May 1st due date. Interim Chair Prentakis indicated that the owner of Main Street Grill is working on restructuring his debts. The BOS requested that another update on the Main Street Grill be provided in June.

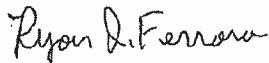
Discussion of May 8, 2018 Town Meeting Warrant and consideration of making recommendations to Town Meeting on warrant articles - Town Administrator, Andrew Sheehan informed the BOS that Town Counsel and the Town Moderator worked with Teresa Buono to develop a substitute motion for her citizen petition to ensure the article is legally compliant. The three citizen petition articles related to the transfer station have been deemed to be out-of-order by Town Counsel and Town Moderator.

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to refrain from making any recommendations as a Board on any warrant articles beyond what the Board has already sponsored.

Selectmen Prentakis indicated that Topsfield Town Meeting voted to take No Action on the two Masconomet School capital warrant articles. All three Masconomet member communities need to support the two articles for the funding to be made available to Masconomet. A recommendation was made to correspondingly alter the Town Meeting motion so that the funding would be available through January 1, 2019 should Topsfield choose to hold a Special Town Meeting to fund the Masconomet capital article. The BOS expressed general support for this change. Selectmen Prentakis indicated the Masconomet School Committee will be discussing what to do about the unfunded capital item requests at their next meeting scheduled for May 16th.

The meeting adjourned at 6:27 PM.

Respectfully submitted,



Ryan Ferrara, Assistant Town Administrator

Kosta Prentakis, BOS Clerk

May 8, 2018

Meeting Minutes
Page 2

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**Draft Memorandum of Understanding Between the
Town of Middleton
and
Middleton Public Works Employees' Organization**

Fiscal Years 2018 through 2020

This agreement is made this 8TH day of MAY, 2018, by and between the Town of Middleton ("Town") and the Middleton Public Works Employees' Organization ("MPWEO").

Except as specifically modified by this Memorandum, all provisions of the contract between the parties for the period ending June 30, 2017 shall continue in full force and effect.

1. This Memorandum of Understanding (MOU) covers the period from July 1, 2017 (Fiscal Year 2018) through June 30, 2020 (Fiscal Year 2020).
2. Wage rate increases:
FY2018: 2.5%
FY2019: 3.0%
FY2020: 3.0%
3. The Water Conservation By-Law Enforcement Stipend (Article XXX) will be eliminated from the MPWEO contract and replaced with a new Cemetery Specialist Stipend. The Cemetery Specialist Stipend will be of equal value as the Water Conservation By-Law Enforcement Stipend. The definition of duties is as follows: Cemetery Specialist – Responsible for showing plots to prospective buyers, keep accurate records of burial locations, and keeping up to date on existing and new cemetery regulations. Also responsible for recommending and implementing enhancements to improve the beautification of all cemeteries.
4. Under Article XXIII – Pay Schedule, eliminate all references to the Working Foreman/Equipment Operator position.
5. Under Article XXIII – Pay Schedule, revise the pay schedule for the remaining positions of Equipment Operators, Equipment Operators/Transfer Station Operators and Water Systems Operator/Supervisor as stipulated under Appendix A of this MOU.
6. A \$1,000 *Winter Appreciation/Productivity Bonus* will be payable upon execution of the MOU for Fiscal Year 2018. In years two (Fiscal Year 2019) and three (Fiscal Year 2020) of the MOU, a \$1,000 *Winter Appreciation/Productivity Bonus* will be paid on the next regularly scheduled pay period after April 1st of 2019 and 2020.

7. Any MPWEO employee who does not regularly work at the transfer station and who is directed to haul any solid waste or recyclable material out of Middleton will be paid at the same rate of pay for the duration of any such activity as the Equipment Operator/Transfer Station Operator position.
8. All MPWEO employees, upon the execution of this MOU, will be entitled to 3.5 days (28 hours) of compensatory time off which may be utilized on or before September 30, 2018 subject to the approval of the DPW Superintendent. This is a one-time contractual provision which shall expire on September 30, 2018.
9. Stipends cited under Item VII, Specialty Work Assignments, in the Fiscal Year 2013-2014 MOA shall be increased by \$200 per stipend.
10. The terms of this MOU are retroactive to July 1, 2017. Any retroactive payments due to MPWEO employees will be paid out in two equal installments over two consecutive pay periods immediately after such retroactive payments have been calculated by DPW staff.

Appendix A

Equipment Operators

	Start	6 Months	18 Months	3 Years	4 Years	5 Years
Fiscal Year 2017	1	2	3	4	5	6
	\$18.83	\$19.79	\$20.83	\$22.22	\$22.73	\$23.18

Split Pay

Fiscal Year 2017 - Senior Foreman \$27.40

\$27.40 - \$23.18 = \$4.22

\$4.22 / 8 DPW Employees = \$0.53 Per Person

Adjusted Pay
with the
Additional \$0.53
per employee

\$19.36 \$20.32 \$21.36 \$22.75 \$23.26 \$23.71

Fiscal Year
2018
Increase
2.5%

\$19.84 \$20.83 \$21.89 \$23.32 \$23.84 \$24.30

Fiscal Year
2019
Increase
3.0%

\$20.44 \$21.45 \$22.55 \$24.02 \$24.56 \$25.03

Fiscal Year
2020
Increase
3.0%

\$21.05 \$22.10 \$23.23 \$24.74 \$25.29 \$25.78

Appendix A - Continued

Water System Operator

	Start	1 Year	2 Years	3 Years	4 Years
Fiscal Year 2017	1	2	3	4	5
	\$24.31	\$25.78	\$27.21	\$27.84	\$28.35

Split Pay

Fiscal Year 2017 - Senior Foreman \$27.40

\$27.40 - \$23.18 = \$4.22

\$4.22 / 8 DPW Employees = \$0.53 Per Person

Adjusted Pay
with the
Additional \$0.53
per employee

\$24.84 \$26.31 \$27.74 \$28.37 \$28.88

Fiscal Year
2018

Increase

2.5%

\$25.46 \$26.97 \$28.43 \$29.08 \$29.60

Fiscal Year
2019

Increase

3.0%

\$26.22 \$27.78 \$29.29 \$29.95 \$30.49

Fiscal Year
2020

Increase

3.0%

\$27.01 \$28.61 \$30.17 \$30.85 \$31.40

Appendix A - Continued

Transfer Station Operator

	Start	6 Months	18 Months	3 Years	4 Years	5 Years
Fiscal Year 2017	1	2	3	4	5	6
	\$19.80	\$20.83	\$22.20	\$23.38	\$23.86	\$24.25

Split Pay

Fiscal Year 2017 - Senior Foreman \$27.40

\$27.40 - \$23.18 = \$4.22

\$4.22 / 8 DPW Employees = \$0.53 Per Person

Adjusted Pay
with the
Additional \$0.53
per employee

\$20.33 \$21.36 \$22.73 \$23.91 \$24.39 \$24.78

Fiscal Year
2018
Increase

2.5% \$20.84 \$21.89 \$23.30 \$24.51 \$25.00 \$25.40

Fiscal Year
2019
Increase

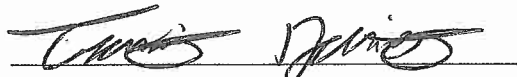
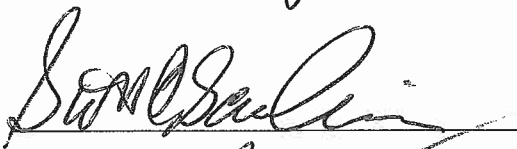
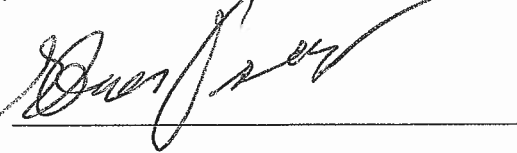
3.0% \$21.46 \$22.55 \$24.00 \$25.24 \$25.75 \$26.16

Fiscal Year
2020
Increase




3.0% \$22.11 \$23.23 \$24.72 \$26.00 \$26.52 \$26.95

Signed this 8th day of MAY, 2018.

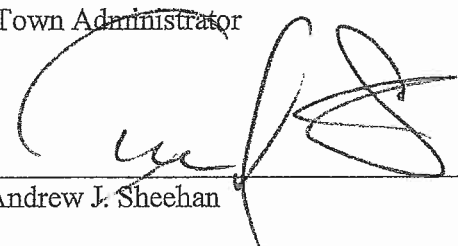
For the Middleton Public Works Employees'
Organization

For the Town of Middleton by its
Board of Selectmen

Town Administrator


Andrew J. Sheehan

ANKELES, VONTZALIDES, AMBELIOTIS & DELANEY, LLP

Willowdale Office Condominium
Unit 101
246 Andover Street
Peabody, MA 01960-5489

Telephone 978-531-7000
General Fax 978-538-0152

ATHAN A. VONTZALIDES
NICHOLAS M. AMBELIOTIS

HARRY ANKELES
(1958-1990)
MARSHALL E. HARMON
(RETIRED)

E-Mail: david@avdalaw.com
Web Site: www.avdalaw.com

DAVID L. ANKELES*
WILLIAM F. DELANEY*
JOHN J. O'KEEFE*
ROBERT ARSENAULT*

*Of Counsel

May 10, 2018

Katrina O'Leary, AICP
Middleton Town Planner
195 North Main Street
Middleton, MA 01949

Re: Zaloga Way

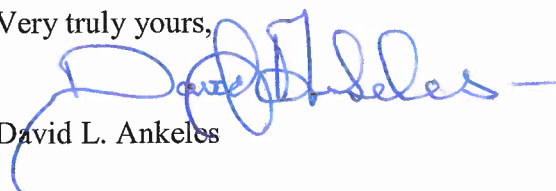
Dear Katrina:

Enclosed please find my updated (5/10/18) Certification of Title. Please note there are no persons or entities other than Ryebrooke, LLC owning the fee to the road and all easements areas.

I will prepare an updated Deed for signature. I will try to forward to you next week.

Thank you for your help.

Very truly yours,


David L. Ankeles

DLA/jos
Enclosure
cc: Richard Jones

ATTORNEY'S CERTIFICATION OF TITLE

Middleton, Massachusetts

Dated: May 10, 2018

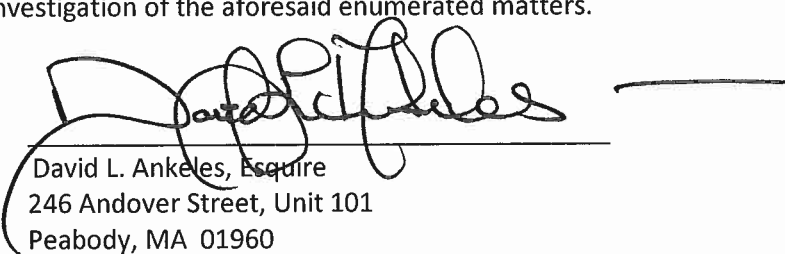
I hereby certify to the Town of Middleton that Ryebrooke, LLC holds good, clear record and marketable title of record to the fee in the roadways in Middleton, Massachusetts known as Zaloga Way as shown on the Definitive Subdivision Plan entitled: " Ryebrooke Estates Phase IV located in Middleton, Mass. record owners: Ryebrooke Estates, LLC, 465 Sutton Street, North Andover, MA 01845 approved on March 6, 2009 and recorded with Essex South District Registry of Deeds in Plan Book 418, Plan 98."

The fee interest in Zaloga Way was retained by Ryebrooke, LLC, and the drainage easement interests shown on the Definitive Subdivision Plan were reserved by Ryebrooke, LLC in the Deed out of each lot in the subdivision so encumbered.

Liability herein for rendering such certification to the Town of Middleton shall be effective for the benefit of the town only (not subdivision lot owners or mortgagees) , and I am also excepting the following matters:

1. ANY DEFECTS OR OTHER ENCUMBRANCES WHICH A SURVEY OR PLOT PLAN OF THE PREMISES WOULD REVEAL.
2. MATTERS NOT OF RECORD.
3. PROVISIONS OF BUILDING CODES AND LAWS, AND ZONING LAW.
4. RESTRICTION COVENANTS AND DECLARATION OF COMMON SCHEME RESTRICTIONS FOR RYEBROOKE ESTATES – PHASE IV RECORDED DECEMBER 2, 2009 WITH SAID DEEDS IN BOOK 29142, PAGE 247.
5. ORDERS OF CONDITION ISSUED BY THE MIDDLETON CONSERVATION COMMISSION RECORDED WITH SAID DEEDS IN BOOK 29908, PAGE 496.

This certification is subject to and does not include nor does it cover any matter which might have been disclosed by inquire, examination or investigation of the aforesaid enumerated matters.



David L. Ankeles, Esquire
246 Andover Street, Unit 101
Peabody, MA 01960

ANKELES, VONTZALIDES, AMBELIOTIS & DELANEY, LLP

Willowdale Office Condominium
Unit 101
246 Andover Street
Peabody, Massachusetts 01960-5489

Telephone 978-531-7000 x-236

Real Estate Fax 978-538-0152

E-Mail: david@avdalaw.com

Web Site: www.avdalaw.com

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DAVID L. ANKELES*
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JOHN J. O'KEEFE*
ROBERT ARSENAULT*

*Of Counsel

HARRY ANKELES
(1958-1990)
MARSHALL E. HARMON
(RETIRED)

May 15, 2018

Katrina O'Leary, AICP
Middleton Town Planner
195 North Main Street
Middleton, MA 01949

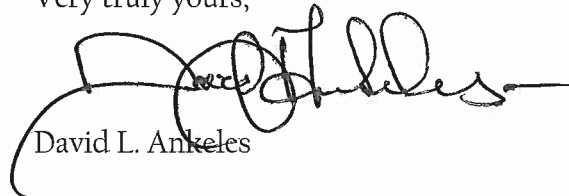
Re: Zaloga Way

Dear Katrina:

Enclosed please find a fully executed deed for Zaloga Way and attendant easements. Also please note the attached form of "Acceptance." Once the "Acceptance" form has been signed by the Selectmen, please return it with the Deed to me and I will see to recording pursuant to the "Roadway Acceptance Procedures" of the Town.

Again, thank you for your help.

Very truly yours,



David L. Ankeles

DLA/jos
Enclosures

QUITCLAIM DEED

Ryebrooke, LLC, (the "Grantor"), having an address of 403 Sutton Street, North Andover, MA 01845, conveys and grants to the Inhabitants of the Town of Middleton (the "Town"), a Massachusetts municipal corporation acting by and through its Board of Selectmen, having an address of 48 South Main Street, Middleton, Massachusetts, with Quitclaim Covenants,

All the right, title and interest in and for all purposes for which public ways are used in the Town of Middleton, in, on, and under a parcel of land shown as "Zaloga Way" on the plan entitled "Street Acceptance Plan "Zaloga Way," dated July 20, 2017, prepared by Williams & Sparagages recorded herewith (the "Plan"), including with respect to such Right of Way, all improvements thereon and appurtenances thereto, including without implied limitation, all utilities that are located under, on, or above such Right of Way.

The aforementioned conveyance is made together with the benefit of, and subject to, any and all easements, agreements, restrictions, and rights of record, including the following perpetual rights and easements to the Town of Middleton:

1. A perpetual easement to construct, inspect, repair, remove, replace, operate and forever maintain and abandon in place (a) a sanitary sewer or sewers with any manholes, pipes, conduits and other appurtenances, (b) pipes, conduits and their appurtances for the conveyance of water, and (c) a covered surface and ground water drain or drains with any manholes, pipes, conduits and their appearances, and to do all other acts incidental to the foregoing, in, over, under, through across, upon and along the said Zaloga Way, including the right to pass along and over the Roadway Easement Premises for the aforesaid purposes.
2. If applicable: A perpetual easement to construct, inspect, repair, remove, replace, operate and forever maintain and abandon in place a drain or drains with any manholes, pipes, conduits, basins, detention ponds, retention pond, and other drainage facilities, and to do all other acts incidental to the foregoing in, on, and under the parcels of land shown on the Plan as "Drainage Easement (Plan Book 418, Plan 98 & Existing Drainage Easement (Plan Book 351, Plan 75)" both being located on Lot 42, and "Drainage Easement (Plan Book 418, Plan 98) as located on Lot 39.

The Grantor also hereby conveys to the Town the sewer, water and drainage facilities within the Roadway Easement Premises, except that the Grantor does not convey and the Town does not accept the water laterals, that is, the particular sewers from the water lines from the water main to the individual lots in the subdivision.

The Town shall have the right of entry upon and passage over said Roadway Zaloga Way, the Drainage Easement Premises, and the Water Easement Premises (collectively, the "Easement Premises"), together with all reasonable rights of ingress and egress across the Easement Premises for all purposes

stated herein and uses incidental thereto, by, without limitation, foot, motor vehicle, and heavy equipment.

The Grantor may grant any easements, leases or licenses to the Easement Premises to others provided that as the use of the Easement Premises by others will not interfere with the Town's rights and easements on the Easement Premises or result in the Town incurring any additional cost or expense. Any easements, leases or licenses granted in violation of this provision shall be null and void.

The Grantor agrees that the Town may assign the rights granted pursuant to this Easement.

The Grantor entity is not classified as a corporation for federal tax purposes for the current fiscal year. This conveyance does not constitute a sale of all or substantially all of the Grantor's assets in Massachusetts.

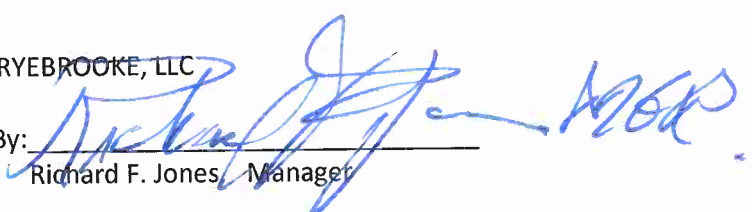
For Grantor's title, see deed recorded with the South Essex District Registry of Deeds in Book 21718, Page 63 and Book 28433, Page 193.

The Town's Acceptance of this Grant of Easements is attached hereto and recorded herewith.

Executed as a sealed instrument as of this 15th day of May, 2018.

RYEBROOKE, LLC

By:


Richard F. Jones, Manager

By:


Elaine Zaloga, Manager

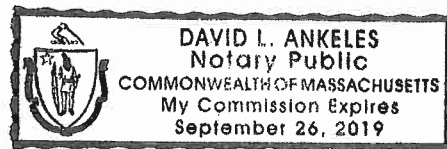
COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this ^{15th} day of ^{May} 2018, before me, the undersigned Notary Public, personally appeared Richard F. Jones and Elaine Zaloga, as Managers , who proved to me through satisfactory evidence of identification, which were Massachusetts driver's licenses to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



Notary Public
My commission expires



ACCEPTANCE OF EASEMENT

The Town of Middleton, acting by and through its Board of Selectmen pursuant to vote taken under Article _____ of the _____, 20 ____ Annual/Special Town Meeting, a certified copy of which is attached hereto, G.L. c. 82, Sections 21-24, and any other authority in any way appertaining, hereby accepts the foregoing Grant of Easements from Ryebrooke, LLC on this _____ day of _____, 2018.

TOWN OF MIDDLETON
By Its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

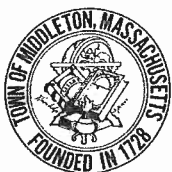
On this ____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared _____

Proved to me through satisfactory evidence of identification, which were _____

To be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Town of Middleton.

Notary Public

My commission expires: _____




OFFICE OF THE TOWN ADMINISTRATOR

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

MEMORANDUM

TO: Board of Selectmen

FROM: Andrew J. Sheehan, Town Administrator 

SUBJ.: Lakeview Avenue Booster Pumps

DATE: May 18, 2018

The May 22, 2018 Board of Selectmen meeting includes a discussion of the Town's project to install booster pumps in fourteen homes on Lakeview Avenue. At its January 16, 2018 meeting the Board heard from DPW Superintendent Bob LaBossiere, consulting engineer Leah Stanton of Weston & Sampson Engineers (WSE), and numerous residents.

Two options were discussed to address the water pressure issues on Lakeview Avenue: installation of a booster station at the bottom of the hill or individual booster pumps in the affected homes. The estimated cost of a booster station was \$500,000-750,000 plus the cost of land on which to construct it. The estimated cost of booster pumps at the time of the meeting was around \$5,000 each.

At the January meeting, the Board directed Bob LaBossiere to issue an invitation for bids (IFB) to install booster pumps in each of the homes. The low bidder was Glionna Plumbing & Heating at \$3,899 per home for a total of \$54,586 for fourteen homes. The original appropriation was \$65,000 and sufficient funds remain to complete the installation of booster pumps.

At the January meeting, residents raised the issue of long term responsibility for and maintenance of the booster pumps. Routine maintenance is not required and the life expectancy of the pumps is approximately 10 years. The manufacturer provides a three year warranty and the pumps have a retail price of \$750.

At the January meeting, consulting engineer Leah Stanton of WSE stated that communities that install booster pumps in private residences do not maintain or assume responsibility for the pumps. She confirmed that position recently to Bob LaBossiere. I have spoken with a number of my colleagues. Those who work in communities that installed booster pumps do not retain responsibility after installation. The booster pumps are located inside the homes and this complicates the Town's ability to assume long term responsibility. Bob LaBossiere importantly points out that if the pump fails the water does not shut off; water will continue to flow at the then-current pressure.

I am concerned about the Town assuming an indefinite responsibility and liability for the booster pumps. The Town's willingness to provide and install booster pumps provides an undeniable benefit to the owners of these homes. Assuming liability in perpetuity saddles the Town with an undue burden for which there are no dedicated funds and no end date.

I respectfully recommend that the Board vote to assume no long term responsibility and liability for the booster pumps after they are installed.

I look forward to discussing this in more detail at Tuesday's meeting.