

**BOARD OF SELECTMEN  
MEETING AGENDA**

**Fuller Meadow School  
Nathan Media Center**

**143 South Main Street, Middleton, MA 01949**

**Tuesday, February 12, 2019**

**7:00 PM**

*This meeting is being recorded*

1. 7:00 PM Warrant: 1917  
Minutes: 1/29/19 open session  
Town Administrator updates and reports
2. 7:15 PM Meeting with Tony Roselli of Roselli Clark & Associates, to present the FY2018 audit and exit conference
3. 7:35 PM Application for Change of Manager by Atty. Albert DeNapoli for Interstate Management Company, LLC d/b/a Doubletree North Shore Boston, 51 Village Road, Middleton, MA from Elena F. Hargraves to Michael Tyler Woodcock for the All Alcohol Innkeepers, Common Victualler and Entertainment license.
4. 7:40 PM Review and discuss draft inter-municipal agreement between the members of the Essex Regional Emergency Communications Center and State 911 for the Joint Provision of Public Safety Communications, Dispatch, and Operations Services
5. 7:50 PM Review and discuss a request for up to \$380,000 in Community Preservation Act funds to purchase up to a 50 foot buffer on three sides of the Middleton Golf Course property.
6. 8:00 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**  
**Fuller Meadow School**  
**Nathan Media Room**  
**143 South Main Street, Middleton, MA 01949**  
**January 29, 2019 7:00PM**

*Present: Kosta Prentakis, Timothy Houten, Rick Kassiotis, Todd Moreschi*

*Absent: Brian Cresta*

*Others Present: Town Administrator Andrew Sheehan, Assistant Town Administrator Tanya Stepasiuk, Paul Richardson, Frank Leary, Lisa Teichner, Theresa Buono, and others*

**7:00 PM** With a quorum present, Chairman Prentakis called the meeting to order at 7:00 PM.

- **Warrants:** Town Administrator Andrew Sheehan provided a brief review of Warrant #1916 (Payroll: \$689,513, Bills Payable: \$971,489) and the Board took the following action:

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to approve the warrant #1916, as presented.

- **Minutes:** After a brief review of the minutes of January 15, 2019, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** to accept the minutes of January 15, 2019, as written.

- **Town Administrator's Report:** Town Administrator Andrew Sheehan provided the Board with information and updates on the following:

- **All Day Budget Summit:** The first budget meeting will take place on February 2<sup>nd</sup>, at 8:15AM. First unveiling of the operating budget for the year that begins July 1<sup>st</sup>. Information is available on the Town Website.
- **North Liberty Street Bridge Project:** He signed a contract with MassDOT for the replacement of the bridge. The State is providing almost the entire cost of the replacement. The project will be done this year, during low water season, probably July.
- **Special Town Meeting:** March 19<sup>th</sup> is the Special Town Meeting for the acquisition of the golf course. Town Administrator Andy Sheehan has held several informational meetings over the past few months and there will be additional meetings scheduled, including a couple at the Library and at Memorial Hall. On Monday, February 4<sup>th</sup>, there will be a meeting in the Registrar's Room, from 2PM-4PM, and three additional meetings at that location. There will be additional Open Forum dates posted on the website.
- **Annual Election:** Sheehan advised the Board that the Annual Election will be held on Tuesday, May 21, 2019 and the Town Clerk has posted information to the website.
- **Snowplowing:** Sheehan publicly thanked the DPW and everyone involved with the snowstorm last weekend. They did a great job keeping up with the storm.

**7:07 PM Review and Vote on Request of Richardson Green, Inc.:** Selectman Houten recused himself from the discussion on this item, due to a conflict. Jill Mann from Mann & Mann, PC, met with the Board of Selectmen with a request to change the status of land classified under MGL c.61A, agricultural land. There was a brief discussion on the Town's right of first refusal to purchase the property. After discussion, the Board voted to waive their right to purchase the land and took the following action:

On a **MOTION** made by **Kassiotis**, second by **Moreschi**, the Board of Selectmen **VOTED** to forgo its right to secure an appraisal and waived its right to acquire Parcel A.

Selectman Houten returned to the meeting.

**7:11 PM Meeting with Lisa Teichner, Executive Director of Tri-Town Council:** Teichner provided a detailed presentation on the programming highlights of their annual report, which was provided to the Board. Nate Hubley, a member of the Tri-Town Council Youth Action Advisory Board, added to the presentation, providing details on the programs the Youth Action Advisory Board has been working on. At the conclusion of the presentation, the Chair publicly thanked the Tri-Town Council for all they do for the tri-towns.

**7:26 PM Vote to Accept the Following Donations to the Middleton Food Bank:** Natasha Bansfield and another of the promoters of the Turkey Trot, provided a check in the amount of \$2,042.00 for the Middleton Food Bank. Frank Leary of the Food Bank thanked the Turkey Trot folks for their generous contribution.

- **From the Promoters of the Turkey Trot: \$2,042.00**
- **From Bostik, Inc.: \$500.00**

After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to accept, with thanks, the donations to the Middleton Food Bank from Bostik, and the promoters of the Turkey Trot.

**7:32 PM Application for a Transfer of a Common Victualler License:** Suresh Patel **for Richdale Convenience, 152A South Main Street:** Transfer from S&H Richdale Inc., to Middleton Shreeji Inc., Suresh Patel, owner, and Change of Manager from Tapan Patel to Sureshkumar Kantilal Patel. The Patels met with the Board of Selectmen with information and a request to transfer the Common Victualler's license for the Richdale at 152A South Main Street. After a very brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to transfer the Common Victualler License for Richdale Convenience to Middleton Shreeji Inc., and to change the manager from Tapan Patel to Sureshkumar Kantilal Patel, as requested.

**7:33 PM Review and Discuss Proposed Masconomet Policy Regarding School Committee Membership:** Selectman Chair Prentakis provided the Board with information on the proposed policy of the Masconomet School Committee regarding school committee membership. Selectman Houten expressed his disdain at the proposed policy and suggested that the Board send a unified response to the

School Committee expressing their clear opposition to the proposal. The Board agreed and Selectman Chair Prentakis requested that Mr. Sheehan draft a letter expressing the Board's opinion.

**7:39 PM Review and Sign the Conservation Restriction for North Meadow Village:** Melissa Ogden, Mann & Mann, PC, met with the Board with a Conservation Restriction for the Board to review and sign for the North Meadow Village property.

On a **MOTION** made by **Houten**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to approve the Conservation Restriction for North Meadow Village.

**7:42 PM Vote to Renew Class III License for 2019 to Muzichuk Garage Inc.:** Melissa Ogden, Mann & Mann PC, representing the owner, Paul Muzichuk, of Muzichuk Garage, Inc., located at 295 North Main Street, met with the Board to request a renewal of Muzichuk's Class III license for Muzichuk Garage, Inc. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Kassiotis**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to renew the Class III License for 2019 to Muzichuk Garage, Inc., Paul Muzichuk, Owner, at 295 North Main Street.

**7:44 PM Vote to Open and Close the March 19, 2019 Special Town Meeting Warrant:** Town Administrator Andy Sheehan provided the Board with a draft Special Town Meeting Warrant for discussion and pointed out highlights of the warrant articles. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to open and close the Special Town Meeting Warrant for March 19, 2019.

**7:49 PM Review and Sign the First Amendment of Offer to Purchase Property Located at 93 and 105 South Main Street:** The Town Administrator provided the Board with information on the First Amendment of Offer to purchase the property located at 93 and 105 South Main Street. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Kassiotis**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to sign the First Amendment of Offer to purchase property located at 93 and 105 South Main Street.

**7:51 PM Vote to Approve Fiscal Year 2019 Operations and Maintenance Sewer Rate for South Essex Sewer District Billings:** Town Administrator Andy Sheehan provided the Board with information on the proposed sewer rates for FY2019. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Kassiotis**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to approve the FY2019 sewer rates.

**7:51 PM Vote to open the May 14, 2019 Annual Town Meeting Warrant:** The Town Administrator provided the Board with information on the Annual Town Meeting, scheduled for May 14, 2019 and requested that the Board vote to open the Annual Town Meeting Warrant.

On a **MOTION** made by **Houten**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to open the May 14, 2019 Annual Town Meeting Warrant.

**7:53 PM    Executive Session**

On a **MOTION** made by **Prentakis**, the Board of Selectmen **VOTED** unanimously to go into Executive Session, under GL c. 30A, s. 21(a)(6), to consider the purchase, acquisition, or value of real property where the Chairman declared discussion in open session would have a detrimental effect on the position of the Town, and will not be returning to Open Session.

Selectman Clerk Kassiotis called the roll call:

**Houten: Yes**

**Prentakis: Yes**

**Moreschi: Yes**

**Kassiotis: Yes**

**MOTION carried unanimously.**

**8:13 PM    ADJOURN**

With no further business, the Board of Selectmen meeting of January 29, 2019 adjourned at 8:13 PM.

Respectfully submitted,



Judith A. Stickney, Minutes Secretary

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Richard Kassiotis, BOS Clerk

Documents either distributed to the Board of Selectmen before the meeting in a packet or at the meeting:

- Agenda: January 29, 2019
- Minutes: January 15, 2019, January 15, 2019 Executive Session
- Warrant #1916 (Payroll: \$689,513, Bills Payable: \$971,489)
- Letter and related material from Mann & Mann, P.C., to Board of Selectmen et al, Re: NOTICE OF INTENT TO CONVERT LAND SUBJECT TO M.G.L.A. c. 61A; Owner: Richardson Green, Inc., 2 Central Street, Middleton, MA, 978-774-3797, Parcel A: 111,001 square foot portion of 15 River Street, Assessor's Map 32, Parcel 134, 1/4/19

- Conservation Restriction and related material: Grantor B&B Development Group LLC, Grantee: Town of Middleton, Address: North Main Street, Middleton, MA, Grantor's Title: Essex South Registry of Deeds, at Book 33887, Page 393
- Letter and related material from Tri-Town Council to Board of Selectmen, Re: Summary of Services Offered, 10/15/18
- Letter from COA Director to Board of Selectmen, Re: Middleton Food Bank Donation / Bostik, 1/22/19
- Letter from COA Director to Board of Selectmen, Re: Middleton Food Bank Donation / Middleton Turkey Trot, 12/20/18
- Common Victualler / General License Application and related material: Middleton Shreeji Inc, 152A South Main Street, Middleton, MA
- Miscellaneous License Renewal Form and related material: Class III License, Muzichuk Garage, Inc.
- Calendar: Special Town Meeting March 19, 2019
- Special Town Meeting Warrant
- First Amendment to Offer to Purchase Between Corbeau LLC and the Town of Middleton
- Town of Middleton Operating & Maintenance Sewer Rate from SESD Billings
- Calendar FY2020 Operating & Capital Budgets: May 14, 2019 Annual Town Meeting, May 21, 2019 Annual Town Election

**ROSELLI, CLARK & ASSOCIATES**  
Certified Public Accountants



**TOWN OF MIDDLETON, MASSACHUSETTS**

Management Letter

Year Ended June 30, 2018

**TOWN OF MIDDLETON, MASSACHUSETTS**

**MANAGEMENT LETTER  
YEAR ENDED JUNE 30, 2018**

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**TRANSMITTAL LETTER**

Board of Selectmen  
Town of Middleton  
Middleton, Massachusetts

In planning and performing our audit of the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Middleton, Massachusetts, (the "Town") as of and for the year ended June 30, 2018, in accordance with auditing standards generally accepted in the United States of America, we considered the Town's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal controls.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control.

Our consideration of internal control was for the limited purpose described in the first paragraph would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control that we consider to be material weaknesses, as defined above.

This communication is intended solely for the information and use of management, the Board of Selectmen, and others within the organization, and is not intended to be and should not be used by anyone other than these specified parties.

*Roselli, Clark & Associates*

Roselli, Clark & Associates  
Certified Public Accountants  
Woburn, Massachusetts  
November 6, 2018

## **EVALUATION OF TOWN OPERATIONS**

The Town continued its string of positive operating results. Despite using \$1,247,000 in free cash and passing a tax rate with over \$800,000 in levy capacity, the Town still managed to increase unassigned fund balance by over \$100,000. The Town is preparing itself well as it plans for some significant bond offerings in the near future. The recent string of positive results together with the completion of its financial policies and procedures manual should result in a much, deserved increase in bond rating.

The following table illustrates this trend over the last several years:

Fiscal				Reserve	
Year	Unassigned	Assigned	Total	Expenditures	Ratio
2011	3,066,038	1,426,671	4,492,709	25,304,273	17.75%
2012	3,285,715	1,421,778	4,707,493	26,211,542	17.96%
2013	5,741,287	660,672	6,401,959	27,971,151	22.89%
2014	5,353,427	740,902	6,094,329	29,570,500	20.61%
2015	4,532,478	1,414,092	5,946,570	31,482,189	18.89%
2016	4,211,832	1,613,352	5,825,184	33,493,606	17.39%
2017	4,473,840	1,494,972	5,968,812	34,390,094	17.36%
2018	4,579,809	1,332,366	5,912,175	36,759,285	16.08%

As can be observed, the Town has exceeded the bond rating tier one budget metric (as defined in a prior year report) of 15% for at least the last 8 years. This is considered a very strong financial measure and continues to meet the Town's annual expectation. In addition to this, the Town also contributed an additional \$50,000 to its OPEB Trust and together with investment earnings approaching \$100,000 has exceeded \$1.1 million in this fund as of June 30, 2018.

Also, important to note in fiscal 2018 is the appointment of a new Treasurer. This is the third key appointment of a financial or high-level management employee since 2016. It appears the Town has reached a point where it has assembled a financial and management team that could work together for a number of years. This is critical given the turnover that plagued the accounting and treasury function for several years over the past decade.

The remainder of this report is dedicated to recommendations for improvement in control and efficiencies in operations. We urge the Town to evaluate these observations and implement our recommendations where it is deemed appropriate and cost/beneficial to do so.

## **CURRENT YEAR FINDINGS**

### ***Maximizing Investment Returns***

Over the past ten years, the interest earned on bank deposits have not kept pace with inflation. Many bank depository accounts currently return less than 1%. However, there are a growing number of banks and financial institutions like the Massachusetts Municipal Depository Trust, or MMDT, that are financially stable and offer very liquid short-term investments with annual interest rates greater than 2%.

At the end of fiscal 2018 the Treasurer carried \$14.1 million in bank accounts that excluded the Light Department. Of this amount, about \$5 million was invested in trust funds and OPEB and an additional \$2.1 million was invested in the MMDT at 2.07%. The remainder, about \$7 million is invested in bank accounts whose stated rates of interest at June 30, 2018 were mostly 0.25% to 0.95%.

This has been an issue State-wide as many Treasurers throughout the Commonwealth were very cautious with their cash balances coming out of the mortgage crisis and this recent increase in rates caught most Treasurer's being complacent. The Town Treasurer is new and was appointed near the end of the fiscal year so there has been some transition in familiarizing herself with the investment process of the prior Treasurer. In addition, the Town has been more proactive to a certain degree than the majority of the Treasurers we have audited in the fiscal 2018 as almost 36% of excess cash has been invested at 0.95% or higher rates.

We recommend that the Town Treasurer evaluate the Town's depository balances and accounts and evaluate the possible benefits of reallocating portions of the Town's remaining funds to stable financial institutions that offer very liquid safe short-term investments or contacting its current banks and working higher rates.

**Management Response:** *Management is in agreement with the finding and the Treasurer-Collector will continue to evaluate options to maximize investment returns.*

### ***Encumbrances***

In prior years, the Town had a practice of encumbering payroll costs at year-end. We issued a finding in 2016 communicating to the Town that this practice was not in accordance with MGL. This was abolished in fiscal 2017, however we observed that payroll was once again encumbered during fiscal year 2018. Once again, we suggest that this practice is discontinued in future years.

**Management Response:** *Management is in agreement with the finding. The funds were encumbered solely to fund a contract that was in active negotiation. Otherwise, wages are no longer allowed to be encumbered.*

### ***Fire Department Detail***

The Fire Department detail balance has a deficit of over \$13,000 at the end of the year. This approximates the receivable balance. In the past, the Town raised on the tax recap the amounts that could not be reconciled to the receivable balance, however the majority of the current receivable balance is greater than 1 year old and brings into question its collectability. We suggest the Town investigate this and determine if further write-offs are necessary.

**Management Response:** Management is in agreement with the finding. The receivable balance will be raised on the FY20 recapitulation.

***Stagnant Capital Project balances***

The Town maintains approximately \$163,000 in four capital project funds. There was less than \$2,000 in activity in the current year, so they appear stagnant. The Town should review the possibility of repurposing these funds to other similar projects or appropriate from those funds to pay down debt, which is now permissible up to \$50,000 per year under the municipal modernization act.

**Management Response:** Management is in agreement with the finding. Capital balances will be closed out in accordance with MGL c. 44, s. 20. The Chief Financial Officer will draft a policy for closing out such accounts in the future.

***Municipal Light Department Checking Account – Prior Finding***

**Update** – The Town agreed with our finding and has been trying to secure the account for a number of years however the Municipal Light Department is reluctant to give up control of the account. As a compromise the Town Treasurer is included as a signatory on the account and is allowed to review the reconciliation which allows the Town more control. *We continue to suggest that the checking account is closed or given to the Treasurer as custodian. This comment is not satisfied.*

**Management Response:** Management is in agreement with the finding and continues its effort to try to transfer custody to the Treasurer.

## **DEPARTMENTAL REVIEW**

### **Department of Public Works**

The Middleton Public Works Department (the Department), is responsible for the activities of the Town's Highway, Water, Parks, Cemetery and Transfer Station. The daily activities are overseen by a Superintendent who is assisted by a Deputy and an Office Administrator. Nine full-time individuals are maintained as field laborers and part-time help is used on an as needed seasonal basis. The Board of Selectmen act as the Public Works Commission and are responsible for authorizing the policies and regulations under which the Department operates and the appointment of the Superintendent.

#### *Profile of key individuals*

**Superintendent** – The Superintendent was recently promoted from Deputy. He has a lengthy history with the Town and understands the field operations very well. His leadership skills are strong as could be observed through his interactions with the employees who were in and out of the Public Works Office during our review. He has also established a solid relationship with Town Hall and works well with the other key individuals in the Department. Technology, paperwork and finance are a challenge, and in these instances, he relies on the Deputy and the Office Administrator to assist him through those challenges.

**Deputy** – The Deputy was appointed in November 2018, so he is very new to the Department. He brings with him a significant amount of experience from other communities. His strengths mitigate the challenges noted above as he has a very strong financial background which we observed through his seamless completion of an open Chapter 90 project, and preparation of a capital plan and forecasts. We expect the Deputy will support the financial aspects of the Public Works Office in the future and leverage the Superintendent in that regard.

**Office Administrator/Clerk** - The Office Administrator was employed by the Town's Light Department for a number of years. She joined the Public Works Department almost two years ago. She seems to have a strong handle on the accounting requirements of her position which include payroll, disbursements, revenues and defacto Cemetery Director. She also leverages the Department from a financial recordkeeping and reconciliation aspect.

Our overall impression of the Department is that these three individuals all work well with each other and the different strengths and weaknesses cause the overall administration to operate in synergy.

The following is a summary of each of the Department's activities:

**Water** – Water services are provided to approximately 50% of the Town. The Water Division provides water through an intermunicipal agreement with the Town of Danvers whereby Danvers draws water from sources owned by Middleton to residents in both Towns.

Middleton residents are billed directly by Danvers, who in turn accepts payments directly from these Middleton users. Delinquent bills are placed on a resident's Middleton property tax bill as a lien. These are collected by the Middleton Collector's Office and remitted to Danvers upon receipt.

The Water Division does not read meters and is not involved in the billing and collection of user fees. As a result, the Water Division was not a significant part of this review.

**Transfer Station** – Currently, curbside trash pickup is provided only through private haulers that are paid for directly by the Town’s residents who choose to engage them. The majority of the Town’s residents, however, dispose of their trash at the Transfer Station operated by the Department of Public Works.

In addition, the Transfer Station accepts trash from all Town Departments except the Schools who handle their own. The Public Works Department transports the trash from all the offices except the Fire Department who transport their own to the Transfer Station.

Residents are able to purchase an annual Transfer Station sticker for \$125 for one vehicle and \$25 for each vehicle thereafter. In fiscal 2018, \$167,495 was collected in trash sticker fees. Sticker’s for electronics, which are \$15, are sold separately and may be used for one electronic item. Approximately \$6,000 in electronic stickers were collected during fiscal 2018.

All sticker transactions are completed at the Collector’s Office. There is no cash/money handling at the Transfer Station; we agree with this concept.

The Town uses its own haulers to deliver trash to Covanta, a solid-waste facility in Haverhill. The transported trash is weighed at Covanta and a paper slip with the recorded weight is provided to the driver. The trash is hauled 3 or 4 times per week depending on activity. The trash and recycle compactors used are covered to prevent weight gain from rain.

The Office Administrator reconciles the amounts on the paper slips to the weight included on the invoice from Covanta prior to including the invoice on an AP warrant. This is an excellent control and we encourage this process to continue.

The facility is operated by five individuals, one full-timer and four part-timers. The cost to operate the facility include about \$141,000 in charges from Covanta, and over \$100,000 in payroll and benefit charges. In addition, charges for facility utilities and maintenance, truck fuel and maintenance and capital cause total costs to far outweigh the revenue collected. As a result, a substantial portion is subsidized by taxation.

**Parks** – The Department is also responsible for all maintenance at the Town’s parks; this includes mowing, debris clean-up, grass reseeding etc. This is completed on a rotating scheduled maintenance plan.

On occasion, the Town leases its parks to private user groups. This results in a small amount of revenue that is deposited to a revolving fund which is used to subsidize some of the costs of maintenance.

**Highway** – Typically, the most significant role of a public works department is to maintain the public ways. Providing a continuously improving, safe, cost-effective, and efficient road system is the ultimate goal. Street signs, curbing, catch basins, paving, stormwater and snow and ice removal all fall under the purview of the Highway Division.

The majority of these expenditures are subsidized through taxation however over \$300,000 per year is received from the State under the Mass Chapter 90 program for highway and road infrastructure costs for qualified projects.

The largest expenditures besides payroll are typically salt and sand. Sand is purchased through a regional consortium with Lynnfield and North Reading (Lynnfield is the lead community); and salt is purchased through another regional consortium of 20 communities with Boxford as the lead community. This eliminates the Public Works office from managing the Chapter 30B aspects of these significant purchases.

Snow removal is completed by a combination of employees of the Public Works Department and private contractors.

**Cemetery** – The Cemetery Division also falls under the purview of the Public Works Office. The Department is responsible for the maintenance and upkeep of the Town's cemeteries as well as various services such as interments, and sales of lots. The Division generates over \$80,000 per year in revenue. The records for this activity are maintained by the Office Administrator.

### **Observations**

1. The Office Administrator voluntarily discussed a process she felt was redundant. When preparing a warrant, information about vendors, dates and amounts are first entered into the warrant voucher, then they are entered into MUNIS and then finally they are entered into an Excel spreadsheet she maintains. As a result, the same exact information is entered three times. This is true for all departments. It appears this is a process that was developed prior to MUNIS being remote and was never removed after the technological upgrade in MUNIS. For departments like Public Works, this is an incredible amount of extra work. We agree with the Administrator and suggest the extra step of posting to Excel is removed and recommend the Town review this with all other departments who use this process.
2. We reviewed the Town's Chapter 90 qualified project for 2018. This project was for reclamation work on Mill Street and milling on both East Street and River Street. Total costs were \$264,855. The paperwork was meticulous and prepared in a very detailed easy to follow logic. All State reimbursement forms were properly completed and accurate thus, this is a great template for new management to follow. Our one criticism of the process (which is not grossly adverse) is the reimbursement form could have been submitted about four weeks earlier. Cash management is a very important part of these projects. Since the Town up fronts the costs prior to being reimbursed, it is important to prepare these reimbursements as quickly as possible. This is especially important for projects that cross fiscal years as the Department of Revenue will reduce free cash for any deficits at June 30 in which paperwork has not been filed at the time of the submission for free cash.

We discussed this with the new Deputy. He is fully aware of cash flow deadlines associated with Chapter 90 since this was his responsibility in an earlier job experience. He has adopted this as part of the policies he will use to prepare Chapter 90 paperwork.

3. As we discussed, the Town rents its parks to private organizations such as soccer and men's softball. We asked for a field use policy, but one could not be provided. It is

important that the Town either locate this policy or create a new one and have it approved by the Selectmen. When renting Town property to private parties, it opens the Town to risk. These risks could be mitigated through a field use policy that is given to the users. For example, the type of formal agreement needed between both parties, the insurance requirements, the need for CORI certification, the rules and regulations to be followed on the fields, the hours of operation, the clean-up after events etc. could all be part of a field use policy.

4. Regarding user fees, these are required for Spring and Fall Soccer, MASCO boys' soccer, Men's softball and unique private events. The following were noted:

- There is no set rental price; fees vary between activities however a pricing list is not maintained. (It's basically what was charged the prior year).
- It's not clear who set the prices for the users.
- There are no formal agreements between the Town and the users.
- It does not appear that all users are charged; for example, we did not see any charge for Little League. The field use policy should spell out which user groups are exempt from payment and why.
- It is not clear when the last time user fees were increased, or a study was done to determine a fair fee. Currently, the Public Works Department lines the fields for the user activities, mows the lawns, picks up debris, buys the infield dirt etc. The current user charges do not appear to support such costs.

5. Presently, once collected, user fees are included on a turnover form to the Treasurer who makes the deposit. The Treasurer posts this activity to MUNIS however a reconciliation is not completed by the Office Administrator to the MUNIS records. Since errors could occur in the posting process, we suggest a reconciliation procedure is developed. We discussed this with the Office Administrator and showed her how to complete the reconciliation, which she understood. This is expected to be completed in the future.
6. Cemetery activities produce 6 different types of revenue. Approximately \$80,000 were generated from these activities in fiscal 2018. It is made up of a number of smaller items posted to 6 different ledgers and can be very cumbersome to track and monitor. The current process which was adapted from the previous administration is extremely inefficient. Also, similar to the park user fees, the revenue is not reconciled to MUNIS.

We understand that as part of a Compact Cabinet Agreement with the State, the Department will be receiving a grant to purchase Cemetery software. This project is currently in the discovery stage and we applaud the Department for taking the steps to make the posting and recordkeeping process for Cemetery activity more efficient.

7. The Department does not enter into contracts with private snow plow contractors; we suggest standard contracts are used to engage this service. The contracts should include the following language:

*Should \_\_\_\_\_, hereinafter called the "Contractor" perform snow removal services for the Town of Middleton during the 20xx – 20xx, winter season. The Contractor in consideration for the opportunity to perform such services hereby agrees to defend, indemnify and hold harmless the Town, its agents and employees from and against all claims,*

damages, losses and expenses including attorney's fees arising out of or resulting from the performance of such work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.

\_\_\_\_ hereby certifies that all equipment listed on the attached schedule of equipment is owned or leased by the Contractor and insured by the Contractor for use during the snow removal operations and that no equipment other than those pieces which appear on the attached schedule shall be used by and, \_\_\_\_\_ in performance of snow removal work for the Town of Middleton without the Town's prior approval.

Pursuant to MGL c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

The Department currently secures insurance proof and should continue to include this as part of the approval process.

In addition, workman's compensation affidavits which are available at <https://www.mass.gov/orgs/dldepartment-of-industrial-accidents> should be given to each contractor to fill out as part of the approval process.

8. The human resource function is currently managed by the Department. Since human resources is a complicated area that includes risk and confidentiality laws, we suggest this function is transferred to the Town Executive Office where we understand that the new Assistant Town Administrator has a heavy human resource background.

**INTERMUNICIPAL AGREEMENT  
FOR THE JOINT PROVISION OF PUBLIC SAFETY  
COMMUNICATIONS, DISPATCH AND OPERATIONS  
SERVICES**

**THIS AGREEMENT** is entered into by and between the Commonwealth of Massachusetts State 911 Department (or "Department" and those cities and towns, acting by and through their Mayor, Town Managers or Administrators, or Board of Selectmen, as applicable, which execute this agreement hereinafter referred to collectively as the "Members"), as follows:

**WHEREAS**, the State 911 Department and the Members agree to continue with a regional emergency communications center ("RECC") under the supervision and control of the State 911 Department to render 911 answering and emergency dispatch, communications and operations services as appropriate to their joint and respective needs; and

**WHEREAS**, the State 911 Department and the Members are authorized to undertake this Agreement pursuant to the provisions of M.G.L.C §§4A and 4D.

**NOW, THEREFORE**, the State 911 Department and the Members, in consideration of the covenants and mutual promises contained herein, hereby agree as follows:

**1. TERM**

This Agreement shall take effect on July 1, 2019. This Agreement shall continue in effect for a period of ten (10) years from such date. Upon such effective date, this Agreement shall supersede the agreement between the Essex County Sheriff and the Members for 911 services.

**2. ORGANIZATIONAL STRUCTURE**

Up until the effective date of this Agreement, the 911 center in Middleton, located in a building on the

property of the Essex County Sheriff, consisted of the Essex Regional Emergency Communications Center ("Essex RECC") and Essex Wireless 911 Center, both under the supervision and control of the Essex County Sheriff. Upon the effective date of this Agreement and thereafter, the entire facility shall be known as the North Shore Regional 911 Center, which will consist of the North Shore Regional Emergency Communications Center ("North Shore RECC") and the North Shore Wireless 911 Center, both under the supervision and control of the State 911 Department.

The employees of the North Shore Regional 911 Center shall be State 911 Department employees. The State 911 Department shall have the sole responsibility and authority to oversee, direct, manage, and supervise the operations of the North Shore Regional 911 Center, and to hire, set the compensation for, supervise, discipline and terminate all North Shore Regional 911 Center personnel. The State 911 Department will consult with Executive Advisory Board before hiring the Director of the North Shore Regional 911 Center. Within the State 911 Department organization, the employees of the North Shore Regional 911 Center will be in a division known as "State 911 Department PSAP Operations Division-North Shore".

### **3. APPLICABILITY**

This Agreement shall apply only to the administration and operation of the North Shore RECC.

### **4. FINANCIAL RESPONSIBILITY**

Upon the effective date of this Agreement, those Members of the Essex RECC who have executed this Agreement shall become Members of the North Shore RECC. Such Members shall bear no financial responsibility to support the administration and operation of the North Shore RECC, including equipment and future capital improvements, during the term of this Agreement. All equipment and future capital improvements purchased with State 911 Department funds for the administration and operation of the North Shore RECC is owned by the State 911 Department.

## **5. ADVISORY BOARDS**

Three Advisory Boards shall advise the State 911 Department on matters pertaining to the administration and operation of the North Shore RECC. The Executive Advisory Board shall have decision-making authority regarding the issues outlined in Section 5E, below.

A. The Fire Advisory Board shall consist of the fire chiefs from each Member community. The Board shall elect a Chair..

B. The Police Advisory Board shall consist of the police chiefs from each Member community. The Board shall elect a Chair.

C. The Police and Fire Advisory Boards shall each meet at least semi-annually, but more frequently as necessary, and each shall advise the State 911

Department on operating policies and procedures for the operation of the North Shore RECC. Such Advisory Boards also shall meet together, as necessary.

D. The Executive Advisory Board shall be comprised of the Mayor, Town Manager, or Town Administrator of the Members, and the Chair of each of the aforementioned two (2) Advisory Boards - Police and Fire Advisory Boards. The Executive Advisory Board shall elect a Chair. The Executive Advisory Board shall meet quarterly, but more frequently as may be necessary, to advise the State 911 Department on the administration, budget, and operation of the North Shore RECC, including admittance of new members to the North Shore RECC.

E. The Executive Advisory Board shall have the authority to:

1. Approve the annual operating and staffing plans of the North Shore RECC and changes thereto, with input from the Police and Fire Advisory Boards, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.
2. Approve the details of the transition to a shared radio frequency system, with input from the Police and Fire Advisory Boards, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

3. Approve operating policies and procedures that govern the operations of the North Shore RECC, with input from the Police and Fire Advisory Boards, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

F. The Director of the North Shore RECC, Deputy Director of the North Shore RECC, and/or other representatives of the State 911 Department shall be in attendance at all Advisory Board meetings. The State 911 Department reserves the right to review all decisions of the Executive Advisory Board to ensure consistency with the State 911 Department's operational and budgetary objectives, and may make revisions or adjustments to those decisions consistent with those objectives, as necessary.

G. All Advisory Board meetings shall be conducted in accordance with the requirements of the Commonwealth's Open Meeting Law. A quorum of the each Board shall be required to convene all meetings. A quorum of each Board shall consist of at least fifty (50) percent of its Member representatives. Any motion offered for action by each Board shall be deemed adopted when a majority of Member representatives present and voting votes in favor of such action.

H. Representatives shall serve at the pleasure of their respective appointing authorities until they resign, or a successor is appointed.

## **6. NORTH SHORE RECC SERVICES**

The North Shore RECC shall provide core services for Members as listed on Attachment A. To improve efficiencies and situational awareness and reduce errors, monitoring shared Member radio frequencies is listed as a core service on Attachment A. The North Shore RECC shall transition to a shared radio frequency system within three (3) years after the effective date of this Agreement, unless otherwise extended as necessary. The details of such transition shall be developed and approved by the Executive Advisory Board, with input from the Police and Fire Advisory Boards, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

## **7. RECORDS AND REPORTS**

The State 911 Department shall ensure the creation and maintenance of all records and reports pertinent to the business of the North Shore RECC. All records shall be maintained in accordance with the requirements of the Commonwealth's Public Records Law.

## **8. ADMISSION OF ADDITIONAL MEMBERS**

The State 911 Department, after consultation with the Executive Advisory Board, shall determine, in its sole discretion, whether to admit additional Members to the North Shore RECC, and the terms and conditions of such admittance.

## **9. WITHDRAWAL**

There shall be two (2) withdraw options, as set forth below in Sections 9A and 9B. Each option is independent of each other. Both options may be invoked by a Member separately within the applicable timeframes.

- A. Any Member may withdraw from this Agreement after two (2) years following the date of the Agreement (July 1, 2021 withdraw date) by providing at least one (1) year written notice of withdraw to the State 911 Department and other Members by July 1, 2020. There shall be no financial consequence to any Member whom withdraws in compliance with this provision if at the withdraw date it becomes part of a regional PSAP or RECC that is operational on the withdraw date, either at the Member's location or at another location, and such action does not result in an increase in the overall number of PSAPs in the Commonwealth. If this is not the case, or if the Member seeks to become a primary PSAP, then at the withdraw date the Member may be subject to financial consequences as determined by the State 911 Department. If at the withdraw date, the Member has not formed or joined an operational regional PSAP or RECC as described above, or has not become a primary PSAP, then the written notice of withdraw shall be deemed waived and the Member shall remain in the North Shore RECC. In addition, at any time before July 1, 2021, a Member, on its own motion, may rescind its written notice of withdraw and shall remain in the North Shore RECC.
- B. Any Member may withdraw from this Agreement after five (5) years following the date of the Agreement (July 1, 2024 withdraw date) by providing at least two (2) years written notice of withdraw to the State 911

Department and other Members by July 1, 2022. There shall be no financial consequence to any Member whom withdraws in compliance with this provision if at the withdraw date it becomes part of a regional PSAP or RECC that is operational on the withdraw date, either at the Member's location or at another location, and such action does not result in an increase in the number of PSAPs in the Commonwealth. If this is not the case, or if the Member seeks to become a primary PSAP, then at the withdraw date the Member may be subject to financial consequences as determined by the State 911 Department. If at the withdraw date, the Member has not formed or joined an operational regional PSAP or RECC as described above, or has not become a primary PSAP, then the written notice of withdraw shall be deemed waived and the Member shall remain in the North Shore RECC. In addition, at any time before July 1, 2024, a Member, on its own motion, may rescind its written notice of withdraw and shall remain in the North Shore RECC.

#### **10. FISCAL YEAR**

The fiscal year of the RECC shall begin on July 1<sup>st</sup> and end on the following June 30<sup>th</sup>.

#### **11. AMMENDMENT OF AGREEMENT**

The Members may propose amendments to this Agreement by approval by two thirds (2/3) vote of the Executive Advisory Board. Any such amendments are subject to the review and approval of the State 911 Department.

#### **12. DISSOLUTION**

This Agreement shall dissolve upon the expiration of its term.

**13. SEVERABILITY**

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

**14. GOVERNING LAW**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

**15. ENTIRE AGREEMENT**

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

THIS AGREEMENT is made by and between the State 911 and the Governmental Units Signatory hereto, each duly authorized.

## Attachment A

### Core Services for Members

1. 911 Public Safety Answering Point (PSAP):
  - Answer Emergency 911 calls
  - Answer business lines on emergency basis
  - Monitor Member shared radio frequencies
  - Monitor Mutual Aid Radio frequencies (BAPERN, CMED, MEMA, Fire District Control Point for situational awareness purposes)
  - Dispatch Police Fire and Ambulance resources for member communities including mutual aid and dispatch
  - Emergency notifications to utility companies, DPW, animal control, etc.
2. CJIS/Criminal record inquiries/Arrest packets for **active calls for service**
3. Incident involvements for active incidents IF CAD allows backfill
4. Detail requests – forwarding name/number to single POC
5. Enter calls for service entries
6. Entering NCIC Warrants, Missing Persons, etc.
7. CAD Administrator
8. CAD Statistics
9. Automatic text/email Fire pages
10. Notifying DPW after hours – Single POC
11. Notifying ACO 24/7-one notification (page/call)
12. Requesting Tow Company
13. Monitor IAMRESPONDING
14. Lobby Interactions
15. Monitoring Fire Alarms
16. Emergency Notifications Systems