

BOARD OF SELECTMEN
MEETING AGENDA

Fuller Meadow School
Nathan Media Center

143 South Main Street, Middleton, MA 01949

Tuesday, February 26, 2019

7:00 PM

This meeting is being recorded

1. 7:00 PM Warrant: 1917 and 1918
Minutes: January 29, 2019
Town Administrator updates and reports
2. 7:10 PM Vote to lay out Lewis Drive Melissa Ogden, Mann & Mann, PC
Vote to lay out the following road as public ways in accordance with Massachusetts General Laws, Chapter 82 §§ 21 through 23 and Chapter 383-3 of the Middleton Town Code: Name of Road: Lewis Drive, Location: Off of South Main Street, Owner: PrimeCap LLC, 3 Otis Way, Lynnfield, MA 01940; The Board of Selectmen will review the Street Acceptance layout plan and vote to lay out the road as a public way in accordance with the requirements of MGL c. 82, §§ 21 through 24 and the procedures required by the Roadway Acceptance Procedures contained in the Middleton Town Code, Chapter 250
3. 7:15 PM FY2018 audit exit conference. Tony Roselli of Roselli Clark & Associates, to present the FY2018 audit and management letter
4. 7:30 PM Review and sign letter to Secretary Matthew A. Beaton regarding funding for Maple Street
5. 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
6. 7:45 PM Review and vote to accept the surrender of the All Alcohol license at the Middleton Golf Course, 105 South Main Street, effective March 31, 2019
7. 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
8. 7:55 PM Discussion of March 19, 2019 Special Town Meeting
9. 8:00 PM Review purchase and sale agreement and/or second extension of offer to purchase Middleton Golf Course at 105 South Main Street and sign or authorize the Chairman or Town Administrator to sign subject to Town Counsel's review and approval
10. 8:10 PM Review and vote to adopt policies:
 - Acceptance of Gifts and Grants Policy
 - Designer Selection Policy
11. 8:15 PM Review and sign contract addendum with Correct Care Solutions, LLC to provide emergent and non-emergent transport services to patients at the Essex County Correctional Facility
12. 8:20 PM New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed
13. 8:25 PM Executive Session under GL c. 30A, s. 21(a)(6), to consider the purchase, acquisition, or value of real property where the Chairman declares discussion in open session would have a detrimental effect on the position of the Town; and c. 30A, s. 21(a)(3) with respect to the police union and collective bargaining

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 2nd, at 8:15AM. First unveiling of the operating budget for the year that begins July 1st. 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 19th 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 4th, 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

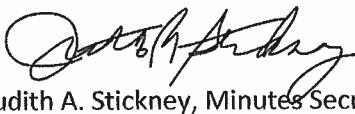
Kassiotis: Yes

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

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

PUBLIC NOTICE

BOARD OF SELECTMEN

MIDDLETON, MASSACHUSETTS

ROADWAY LAYOUT

2

In accordance with Massachusetts General Laws, Chapter 82 §§ 21 through 23, Chapter 41, § 81I and Chapters 250 and 383-3 of the Middleton Town Code, the Board of Selectmen will hold a public meeting on Tuesday, February 26, 2019 in the Fuller Meadow School, 143 S. Main St., Middleton, MA, to discuss the layout of the following roads:

NAME OF ROAD	LOCATION	OWNER
1. Lewis Drive	Off So. Main Street	Primecap LLC 19 Lewis Drive Middleton, MA 01949

The Board of Selectmen will review the Street Acceptance layout plans to consider laying out the road as a public Town way. The owner of the layout and abutters are invited to provide input. Copies of the petitions for roadway acceptance are available at the Town Administrator's office, 48 South Main Street, Middleton, MA, 01949.

Roadway Petition: Lewis Dr.

Date Submitted: _____

Check if complete	Timing	Action	Notes
✓	Jan	Roadway Acceptance Petition(s) received. Town Planner will review petitions for completeness and will notify Selectmen of any missing items required by Roadway Acceptance Procedures. Selectmen will not create warrant article or hold layout meeting if petition package is incomplete. All required items for a complete petition package must be submitted by mid-January to make the May Town Meeting.	
✓	Jan/Feb	BOS vote their "intent" to lay out the way. Selectmen vote their intent to lay out road as a public way – vote to refer to Planning Board for their review/recommendation.	
✓	Feb/March	Planning Board holds a public meeting to discuss roadway according to MGL c41§81i. Abutters to the petitioned roadway will be notified by mail of meeting at least seven (7) days prior to meeting. Roadway petitioners and/or their representatives must attend this meeting. <u>In the same notification, abutters and owners will be notified of date of BOS meeting scheduled to formally "lay out" the way. Owners are notified using certified mail, abutter notifications use regular mail.</u>	
		BOS create warrant article(s). A warrant article is prepared for each road that the BOS intend to "lay out."	
	March/Apr	Selectmen hold layout meeting - BOS must wait for PB recommendation OR wait 45 days after referral to hold layout meeting. The Selectmen will notify* owners of the land included within the roadway layout plan (usually the developer) by certified mail of the public meeting at which the Selectmen will vote to adopt the layout of the road as a public way. Notice will be given to owners at least seven (7) days prior to the public meeting. Petitioners and/or their representatives must attend. At this meeting, the Selectmen may vote to lay out the road as a public Town way, or decline to lay out the road, or may continue the matter to a later meeting in order to obtain additional information. <i>* Usually the Town Planner will send notification of BOS "layout meeting" at the same time as notices are sent out for the Planning Board public meeting – see above.</i>	
	At least 7 days before Town Meeting	Selectmen file signed order of layout, the layout plan, & legal descriptions with Town Clerk	
	May	Town Meeting Vote	
	Within 14 days of Town Meeting	Petitioners submit updated Title Certification within 14 days of Town Meeting	
	Within 120 days of Town Meeting	Acquisitions, Layout, & Town Meeting vote recorded at S. Essex Registry of Deeds Applicant must update title certification and prepare deed for BOS to sign. Applicant is responsible for recording signed deed at Registry of Deeds.	



Town of Middleton

Planning Department

Town Planner Katrina O'Leary, AICP

katrina.oleary@middletonma.gov

195 North Main Street, Middleton, MA 01949

Ph: (978)777-8917

Date: February 14, 2019
To: Andrew Sheehan
From: Katrina O'Leary
RE: Planning Board recommendations

The Planning voted on two Town Warrant recommendations at their February 13, 2019 meeting:

1. March 19, 2019 Special Town Meeting: The board voted 4-0 to recommend approval of appropriating the necessary funds for purchase and authorizing the Board of Selectmen to acquire Lots 184 and 185 on Assessor's Map 29 for municipal purposes and also appropriating the necessary funds to develop a master development plan for those parcels.
2. May 14, 2019 Annual Town Meeting: The board voted 4-0 to recommend the Town accept Lewis Drive as a public way.

MANN & MANN, P.C.

COUNSELLORS AT LAW

JILL ELMSTROM MANN^{*}

KURT P. MANN^{*}

MELISSA GNOZA OGDEN[†]

[†]Admitted to practice in Massachusetts

^{*}Admitted to practice in New York

December 31, 2018

Middleton Board of Selectmen
Attention: Andrew Sheehan, Town Administrator
48 South Main Street
Middleton, MA 01949

RE: Street Acceptance – Lewis Drive, Middleton
PRIMECAP LLC - Developer

Dear Members of the Board:

Please be advised that the undersigned is legal counsel for PRIMECAP LLC, the developer (the “Developer”) of the residential subdivision known as Lewis Drive (the “Subdivision”) the details of which are set forth on the plans approved by the Planning Board entitled “Definitive Subdivision Modification Plan - Lewis Drive recorded with the Southern Essex District Registry of Deeds in Plan Book 437, Plan 97 (the “Definitive Plan”) as amended by a plan entitled “Plan of Land in Middleton” recorded with the Registry of Deeds in Plan Book 449, Plan 43 (“ANR Plan 1”) and a plan entitle “Plan of Land in Middleton, MA” recorded with the Registry of Deeds in Plan Book 464, 62 (“ANR Plan 2”), together with the Definitive Plan and ANR Plan 1 collectively the “Approved Plans”). In my capacity as local land use counsel, the Developer has asked me to assist in securing the laying out and acceptance of Lewis Drive as a public way by the Town of Middleton.

In furtherance of the following, the Developer provides the Town with the following:

1. *Title Certification:* A title certification running to the benefit of the Town confirming the right and title of the Developer to convey the fee interest in Lewis Drive and the drainage and sight distance easements to the Town. Three (3) copies of which are attached as Exhibit A.
2. *Copies of Deeds and Other Instruments:* Copies of the deed into the Developer and copies of all the deeds from the Developer for each of the lots in the Subdivision. Three (3) copies of which are attached as Exhibit B.
3. *As-Built/Street Acceptance Plans:* Prepared by Hancock Associates, a Massachusetts Registered Professional Engineer and Professional Land Surveyor, showing the Lewis

S:\3\Closed\Sokolow, R (Lewis Drive) 2017-07\Street Acceptance\Submission\ltr to Town.docx

191 South Main Street, Suite 104
Middleton, Massachusetts 01949
Telephone: 978-762-6238
Facsimile: 978-762-6434

Direct Email: jill@mannpc.com
kurt@mannpc.com
melissa@mannpc.com

Drive and all utilities, public and private, above and below grade, and in compliance with the other requirements of the Subdivision Rules and Regulations. Three (3) copies of which are attached as Exhibit C.

4. *Definitive Subdivision Plans*: These plans contain a sufficient description of the roadway and easement such that additional legal descriptions are not necessary. Three (3) copies of which are attached as Exhibit D.
5. *Draft Warrant Article and Copy of Proposed Deed to the Town with all easements noted therein*. Three (3) copies of which are attached as Exhibit E.

Please place this matter for discussion on the agenda of the Selectmen's next regular meeting. Your kind attention is greatly appreciated.

Very truly yours,

Melissa Gnoza Ogden

Enclosures

cc: Scott Fitzpatrick, Public Works Superintendent
Katrina O'Leary, Planning Coordinator
Richard Sokolow, Manager
Jill Elmstrom Mann, Esq.

ROSELLI, CLARK & ASSOCIATES
Certified Public Accountants

RCA
CPA

TOWN OF MIDDLETON, MASSACHUSETTS

Management Letter

Year Ended June 30, 2018

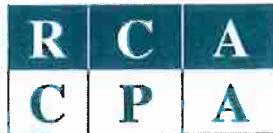
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TOWN OF MIDDLETON, MASSACHUSETTS

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

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ROSELLI, CLARK & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

500 West Cummings Park
Suite 4900
Woburn, MA 01801

Telephone: (781) 933-0073
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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 there from, 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.

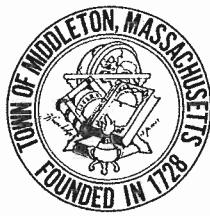
Pursuant to MGL c. 62C, § 49A, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors,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



BOARD OF SELECTMEN

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

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February 26, 2019

Mr. Matthew A. Beaton, Secretary
Executive Office of Energy and Environmental Affairs
100 Cambridge St., Suite 900
Boston, MA 02114

RE: *An Act Promoting Climate Change Adaptation, Environmental and Natural Resource Protection, and Investment in Recreational Assets and Opportunity* (Chapter 209 of the Acts of 2018)
Maple Street (Route 62), Middleton

Dear Secretary Beaton:

Middleton officials were pleased to see that Chapter 209 of the Acts of 2018 included funding for Maple Street (Route 62) in Middleton. Specifically, the act provides: "not less than \$250,000 shall be expended for road improvements and planning and development of Maple Street on state highway route 62 in the town of Middleton"

The Town of Middleton has been working for several years to develop a plan to increase capacity and improve motorist and pedestrian safety on Maple Street (Route 62). The Maple Street corridor has seen a tremendous amount of development in recent years. Much of that development has been by institutional or State entities. These include the new intake facility at the Middleton House of Correction on Manning Avenue, the Essex County Regional Emergency Communications Center (ECRECC) on Manning Avenue, the Essex Sports Center on Manning Avenue, the Department of Youth Services detention facility on Gregory Street, and the redevelopment and expansion of the Essex North Shore Agricultural and Technical High School just over the line in Danvers. Institutional and State facilities in the Maple Street corridor total almost one million square feet of space.

If these developments had been undertaken by private sector developers they would have been expected to mitigate the impact. As State and institutional projects, mitigation was not provided. In addition, the Town receives no payment in lieu of taxes for the Middleton House of Correction, which as far as we can determine, is unique among correctional facilities in the Commonwealth.

The Middleton Board of Selectmen respectfully requests the inclusion of these funds in the Governor's upcoming capital plan. Appropriation and release of these funds for planning and road improvements on Maple Street in Middleton will provide an unparalleled benefit to Middleton and its residents.

We welcome the opportunity for you or your staff to speak to Town Administrator Andrew Sheehan. He will be happy to provide any further information your office may require.

Thank you in advance for your consideration and attention to this matter.

Sincerely,

Andrew J. Sheehan
Town Administrator

CC: Honorable Charles D. Baker, Governor, State House, Room 280, Boston, MA 02133
Michael J. Heffernan, Secretary of the Executive Office of Administration and Finance
Sen. Bruce E. Tarr, Senate Minority Leader, State House, Room 308, Boston, MA 02133
Rep. Theodore C. Speliotis, State House, Room 20, Boston, MA, 02133
Rep. Bradley H. Jones, Jr., House Minority Leader, State House, Room 124, Boston, MA 02133

Respectfully yours,

MIDDLETON BOARD OF SELECTMEN



Kosta E. Prentakis, Chairman

Richard Kassiotis, Clerk

Timothy P. Houten

Brian M. Cresta

Todd Moreschi

Andrew J. Sheehan, Town Administrator

5

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 1st and end on the following June 30th.

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

MIDDLETON

GOLF COURSE

Middleton Board of Selectmen

48 South Main Street

Middleton, MA 01949

6

January 29, 2019

Dear Selectmen:

This letter is to formally notify you that we would like to surrender our All Alcohol license at Middleton Golf Course. We will be closing our doors for good on March 31, 2019 and will no longer need a license.

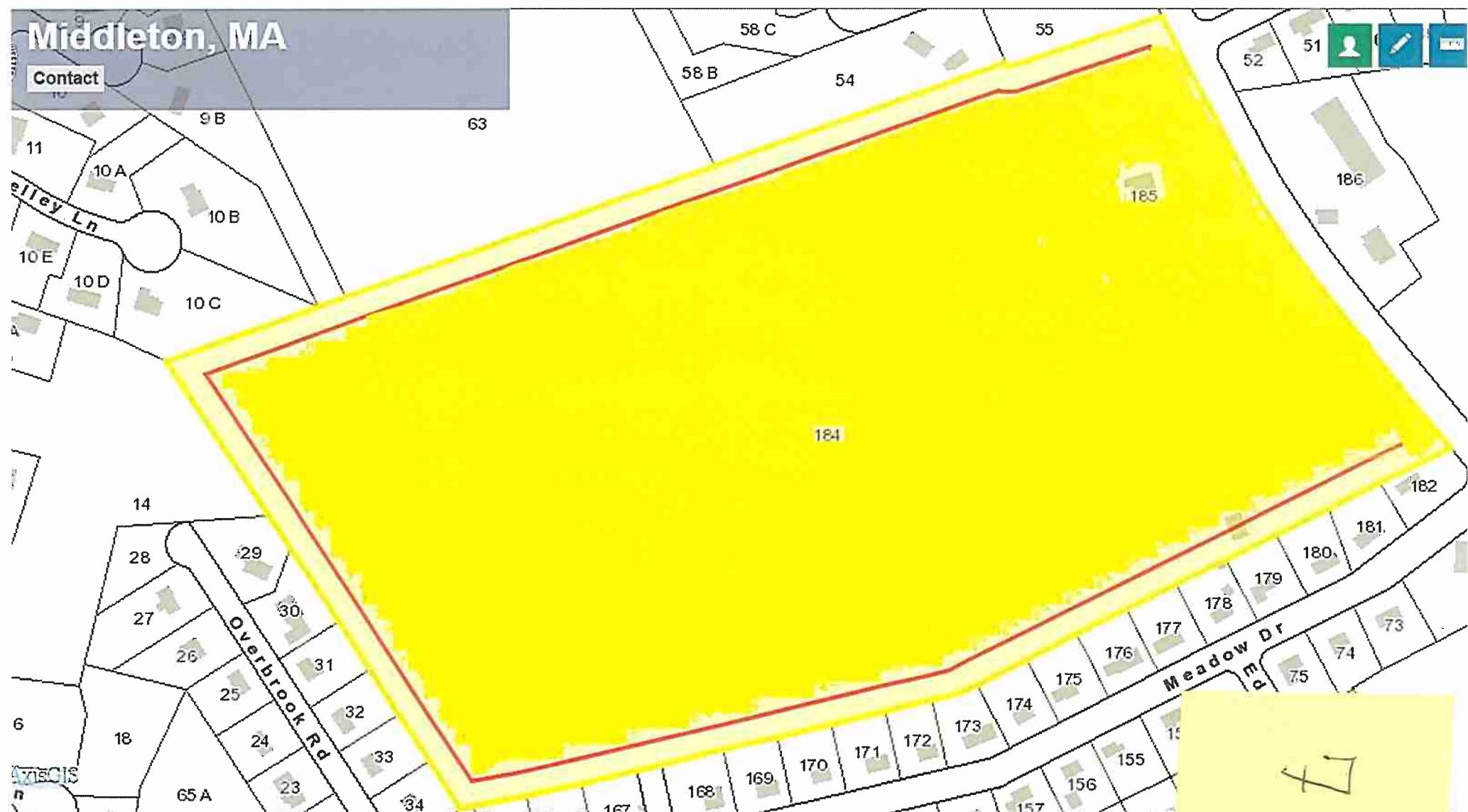
Please let me know if you need anything further from us.

Yours truly,

Linda J. Lacroix,

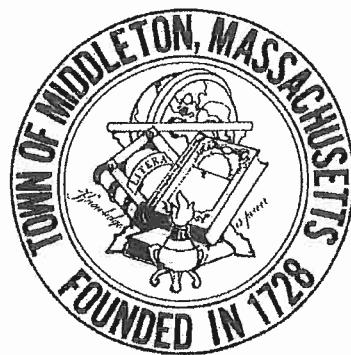
President & Manager of License





Town of Middleton Massachusetts

8



Special Town Meeting

Tuesday, March 19, 2019, 7:00 P.M.

Special Town Meeting Warrant

Howe Manning School Gymnasium
26 Central Street, Middleton, MA

**TOWN OF MIDDLETON
SPECIAL TOWN MEETING
THE COMMONWEALTH OF MASSACHUSETTS
MARCH 19, 2019**

ESSEX s.s.

To the Constable of the Town of Middleton in the County of Essex:

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in Elections and Town Affairs, to meet at the Howe Manning School Gymnasium, 26 Central Street in said Middleton on Tuesday, March 19, 2019 next, at 7:00 p.m., then and there to act on the following articles:

To transact any other business that may lawfully come before this meeting.

ARTICLE 1. On petition of the Board of Selectmen and Finance Committee, to see if the Town will vote to raise and appropriate, borrow or transfer from available funds the sum of three million eight hundred thousand dollars (\$3,800,000) to fund the acquisition, by purchase, gift, or eminent domain, of two certain parcels of land located off South Main Street shown as Lots 184 and 185 on Middleton Assessors Map 29 consisting of 52 acres more or less; and to authorize the Board of Selectmen to purchase said property on terms and conditions they determine to be in the best interest of the Town; and further that the Board is authorized to convey and accept easements and restrictions related thereto; or take any other action relative thereto.

Purpose: This article will authorize the acquisition of land for future municipal use.

Planning Board Recommendation: The Planning Board unanimously (4-0) recommends approval of the article.

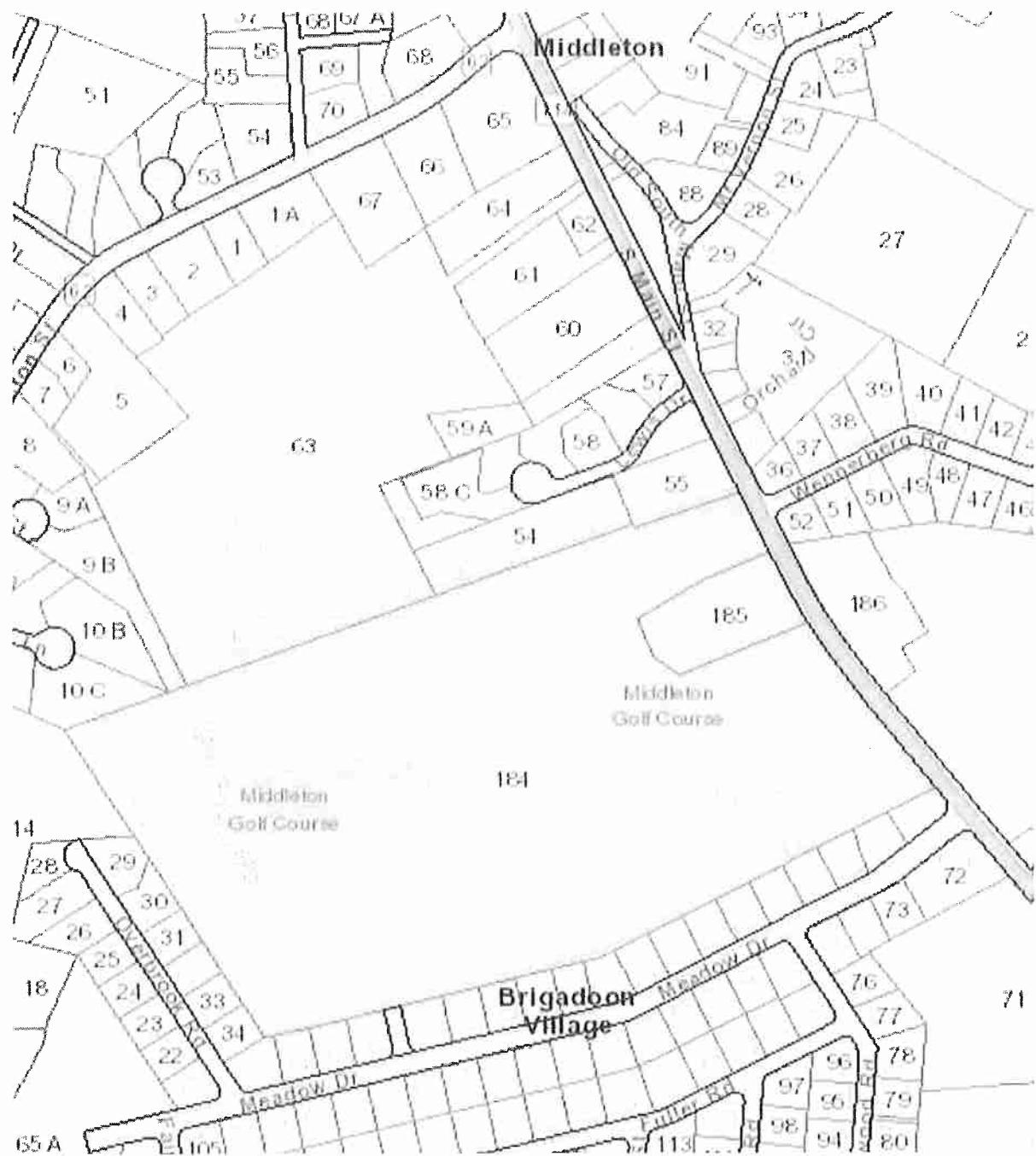
Master Plan Committee Recommendation: The Master Plan Committee unanimously (5-0) recommends approval of the article.

ARTICLE 2. On petition of the Board of Selectmen and Finance Committee, to see if the Town will vote to raise and appropriate, borrow or transfer from available funds three-hundred-twenty-five dollars \$325,000 to fund a master development plan of land located off South Main Street shown as Lots 184 and 185 on Middleton Assessors Map 29; or take any other action relative thereto.

Purpose: This article will fund a master development plan of the site for future municipal use.

Planning Board Recommendation: The Planning Board unanimously (4-0) recommends approval of the article.

Master Plan Committee Recommendation: The Master Plan Committee unanimously (5-0) recommends approval of the article.



END OF SPECIAL TOWN MEETING WARRANT

TO THE TOWN CONSTABLE:

You are hereby directed to service this Warrant by posting up attested copies thereof at:

- Memorial Hall
- Post Office
- Flint Public Library
- Store at Howe Station Market
- Ferncroft Towers, and
- Fuller Pond Village

In said Town fourteen days, at least, before the time of holding said meeting.

HEREOF FAIL NOT, and make due return of this Warrant, with your doings thereof, to the Town Clerk at time and place of meeting aforesaid.

Given under our hands this 29th day of January in the year Two Thousand Nineteen.

MIDDLETON BOARD OF SELECTMEN

s. K. J. H. D.

s. D. W. Allen

s. Torah R. Mreska

s. V. K. F.

s. _____

A true copy Attest:

s. _____
Constable of the Town of Middleton

_____ Date Posted

Common Municipal Finance Terms

Abatement: A complete or partial cancellation of a real or personal property tax, motor vehicle excise tax, fee, charge, or special assessment imposed by a governmental unit. Abatements are granted by the committing authority, e.g. Board of Assessors in the case of taxes.

Appropriation: An authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is usually limited in amount and the time when it can be expended.

Assessments: Amounts the State automatically deducts from Local Aid to cover the cost of certain State and county programs. These include the MBTA, Essex Regional Emergency Communications Centers, Mosquito Control, and others. Assessments are shown on the Cherry Sheet.

Assessed Valuation: The value placed upon a particular property by the Board of Assessors for the purpose of apportioning the town's tax levy among individual property owners equitably and in accordance with the legal requirement that property be assessed at "full and fair cash value". Assessed Valuations are certified periodically by the Commonwealth's Commissioner of Revenue.

Audit: An examination of a community's financial systems, procedures, and data by a certified public accountant, along with a report on the fairness of financial statements and on local compliance with statutes and regulations.

Balance Sheet: A statement that discloses the assets, liabilities, reserves and equities of a fund or government unit at a specified date.

Budget: See *Omnibus or Operating Budget*

Capital Budget: A plan of proposed capital outlays for a fiscal year and the means of financing them. Capital items are those items costing \$5,000 or more and having a useful life of five or more years.

Capital Exclusion: A vote to exclude from the levy limit the cost of a capital project. This exclusion only affects the levy limit for the year in which the project was undertaken.

Chapter 70: Chapter 70 is the statute that describes the school funding formula and education aid distributed by the State.

Chapter 90: Funds distributed to cities and towns to fund highway projects. C. 90 is based on a formula consisting of road local mileage, local employment level, and population estimates.

Cherry Sheet: The official notification to cities, towns, and regional school districts of the next fiscal year's State aid and assessments. The name comes from the cherry colored paper on which they used to be printed.

Classification of the Tax Rate: The annual action by the Board of Selectmen to exercise certain tax rate options, including establishing a residential factor and determining certain discounts and exemptions. A single rate taxes all classes of property at the same rate.

Debt Exclusion: A vote to exclude from the levy limit the costs of debt service for capital projects. This exclusion remains in effect for the life of the debt; once the debt (principal and interest) is paid off the

excluded amount is removed from the tax rate.

Debt Service: Payment of interest and principal related to debt.

Encumbrance: Obligations such as purchase orders and contracts which are chargeable to an appropriation and for which a part of the appropriation is reserved to be paid in the next fiscal year.

Enterprise Fund: A standalone fund with its own assets, liabilities, fund balance, revenues and expenses in which a municipal service is operated as a business unit. Costs of the service are primarily recovered from user charges and may be supplemented by general revenues.

Equalized Valuation (EQV): The determination of the full and fair cash value of all property in the Commonwealth as determined by the Commissioner of Revenue biennially. EQV is used as a factor in certain aid distributions.

Excess and Deficiency: Also called the "surplus revenue" account, this is the amount by which cash, accounts receivable, and other assets exceed a regional school district's liabilities and reserves as certified by the Director of Accounts. The calculation is based on a year-end balance sheet which is submitted to the Department of Revenue by the district's auditor, accountant, or comptroller as of June 30. The regional school committee must apply certified amounts exceeding five percent of the district's prior year operating and capital costs to reduce the assessment on member cities and towns.

Excess Levy Capacity: The difference between a community's Levy and its Levy Limit. This is an additional amount the community could, but chooses not to, levy.

Expenditure: The spending of money by the town and schools for the programs or projects within the approved budget.

FTE: A full-time equivalent employee based on a 40-hour work week. May be one or more employees, but the total weekly hours equal 40.

Fiscal Year (FY): A 12-month period, beginning July 1 and ending June 30, to which the annual budget applies and at the end of which a governmental unit determines its financial position and the results of its operations. The numbers of the fiscal year is that of the calendar year in which its ends; for example, FY17 is the fiscal year which begins July 1, 2016 and ends June 30, 2017.

Foundation Budget: The spending target under the Education Reform Act of 1993 for each school district as the level necessary to provide an adequate education for all students.

Free Cash: Certified as of each July 1 by the State, this is the portion of Undesignated Fund Balance available for appropriation. It is not cash per se, but rather is the total of cash and receivables less current liabilities and earmarked reserves, reduced also by reserves for uncollected taxes. It is made up of Turn Backs (unexpended appropriations), revenues that came in higher than budgeted, and Free Cash carried forward from the prior fiscal year.

General Fund: The fund into which the general (non-earmarked) revenues of the town are deposited and from which money is appropriated to pay expenses.

General Obligation Bonds: Bonds issued by the Town that are backed by the full faith and credit of its taxing authority.

Level-Service Budget: A budget that describes the funding required for maintaining current levels of service or activity, plus cost increases for contractual and mandated obligations. It brings previously-approved programs forward at existing levels of service.

Levy or Property Tax Levy: The revenue a community can raise through real and personal property taxes.

Levy Ceiling: The maximum amount of property taxes a community can levy. The Levy Ceiling is equal to 2 ½ percent of the total full and fair cash values of all taxable real and personal property in the community.

Levy Limit: The maximum the levy can be in a given year. It is equal to the previous year's levy limit times 2 ½% plus new growth and amounts authorized by overrides. The Levy Limit is determined annually by the Massachusetts Department of Revenue.

Local Aid: Revenue allocated by the State to cities, towns, and regional school districts. Local Aid is distributed by the Cherry Sheets.

Local Receipts: Locally generated revenues, other than real and personal property taxes. Examples include motor vehicle excise, hotel/motel/meals excise, permit fees, rentals, and charges.

New Growth: The additional value of new development and other growth in the tax base that is not the result of revaluation. New growth is calculated by multiplying the increases in assessed valuation by the tax rate.

Omnibus or Operating Budget: A plan for allocating resources to support particular services, purposes, and functions over a specified period of time. The Omnibus Budget is the spending plan for a particular fiscal year.

Other Post-Employment Benefits (OPEB): The set of benefits, other than pensions, that government employees earn while actively working, but do not receive until they retire. The most significant is health insurance for retirees, their spouses, and in some cases their beneficiaries.

Overlay: The amount raised from the property tax levy in excess of appropriations and other charges. It is used to cover property tax abatements and exemptions granted locally or on appeal, and cannot exceed an amount deemed reasonable by the Commissioner of Revenue.

Override: A vote to increase the amount of property tax revenue in excess of the automatic 2 ½ percent allowed under Proposition 2 ½. An override permanently raises the Levy Limit unless later reversed.

Personnel Services: The cost of salaries, wages and related employment benefits.

Payment in Lieu of Taxes (PILOT): An agreement between a municipality and an entity not subject to taxation, such as a charitable or educational organization, in which the payer agrees to make a voluntary payment to the municipality.

Proposition 2 ½: A State law, enacted by citizen initiative petition in 1980, that regulates local property tax administration and limits the amount of revenue – the levy – a city or town may raise from local property taxes each year.

Purchased Services: The cost of services that are provided by a vendor.

Property Tax: The amount produced by multiplying the assessed valuation of property by the tax rate. The tax rate is expressed per thousand dollars of assessed valuation.

Raise or Raise and Appropriate: A phrase used to identify a funding source for an expenditure which refers to money generated by the tax levy or other local receipt.

Reserve Fund: A fund appropriated each year that may be used by vote of the Finance Committee for "extraordinary or unforeseen expenditures."

Revolving Fund: Those funds that may be used for special uses. For example, Recreation fees may be paid into a revolving fund and expenditures made without further appropriation. Revolving funds are established by State law and Town bylaw. Spending limits of revolving funds must be annually reauthorized by Town Meeting.

Stabilization Fund: A fund designed to accumulate amounts for capital and other future spending purposes, although it may be appropriated for any lawful purpose (MGL Ch. 40 §SB). Stabilization Funds may be established for different purposes and interest generated by such funds is added to and becomes part of the Stabilization Fund. A two-thirds vote of Town Meeting is required to establish, amend the purpose of, or appropriate money out of a Stabilization Fund.

Tax Title: A collection procedure that secures a city's or town's lien on real property and protects the municipality's right to payment of overdue property taxes. The lien expires if five years elapse from the January 1 assessment date and the property has been transferred to another owner. If amounts remain outstanding on the property after issuing a demand for overdue property taxes and after publishing a notice of tax taking, the Collector may take the property for the city or town. After properly recording the instrument of taking, the Collector transfers responsibility for collecting overdue amounts to the Treasurer. After six months, the Treasurer may initiate foreclosure proceedings.

Turn Back: Unexpended funds from a prior fiscal year's operating budget which are returned to the Town and which ultimately revert to Free Cash.

Unclassified: Expenditure items that are not within a particular department's budget. Examples include regional pension assessments, insurances, unemployment, and others.

Underride: A vote to decrease the levy limit under Proposition 2 ½. An underride permanently reduces the Levy Limit unless later reversed.

Warrant: A list of items to be acted on by Town Meeting.

Warrant Article: Each of the individual items listed in a warrant for action by a Town Meeting.

Parliamentary Procedures for Town Meetings

Town Meetings operate under a version of parliamentary procedure described in *Town Meeting Time*. *Town Meeting Time* is written and updated by the Massachusetts Moderators Association. In addition to the procedures set forth in *Town Meeting Time*, Town Meetings also are subject to local rules and habits that evolved over time. The following describes some of the most frequently used rules of Town Meeting in an effort to help you enjoy and participate in our Town Meetings.

Town Meeting Rules

1. Quorum is the minimum number of voters who must be present before the meeting can transact business. Middleton's quorum is 100.
2. Any registered voter may speak to any article, but all must speak politely and respectfully to other voters and members of town boards. Civility is required at all times.
3. The Moderator presides and regulates the proceedings, decides all questions of order, and makes public declarations of all votes.
4. Debate runs through the Moderator and questions to a presenter or previous speaker must be directed through the Moderator.
5. Many voters may wish to speak on a topic. Therefore, it is important that speakers be direct and to the point. Speakers are encouraged to add new points to the debate rather than repeating what has already been stated.
6. Voters may speak to an issue more than once, but generally those who have not yet spoken will be recognized before repeat speakers.
7. Attendees are advised to listen closely to the motion as read and projected on the screen. The motion puts the warrant article in play and it is the motion that is voted on, not the article as written in the warrant. However, there should be a strong similarity between motion and article.
8. Most motions must be seconded. Seconding motions is an easy way for newcomers to participate in the meeting. One does not even need to stand or be directly recognized. Generally calling out "second" at the right time will suffice.
9. Voting is most often done by voice vote. When a voice vote is not unambiguous, a standing vote may be taken. If that still does not provide a clear outcome, the Moderator will call the tellers forward to take a counted vote.
10. A secret or Australian ballot may be called. This is rarely used due to the amount of time required.
11. The Moderator's judgment can be questioned as to the accuracy of the vote as announced. If seven (7) people request a recount of a voice or standing votes, it shall be done.
12. The Moderator will generally accept the motion to "move the previous question", or more easily understood, "to cut off debate."
13. After a motion has been made and seconded, the mover of the motion speaks first, followed by the

appropriate Town Boards (generally the Selectmen and the Finance Committee) who state their opinions. The motion is then available for discussion: pro, con, or questions.

14. Other than when seconding a motion or requesting a point of order, speakers must be recognized by the Moderator before raising their point or question.
15. Amendments: Any amendment a voter intends to offer at the meeting should be reviewed by the Town Clerk, Town Counsel, and the Moderator well in advance of the meeting. There are times that an amendment that was not anticipated is offered by a voter. In such a case, the meeting will be recessed for the Town Clerk, Town Counsel, and Moderator to review the proposed amendment and make recommendations relating thereon.
16. Any slide presentations or demonstrations must be made available for review by the Town Clerk at least one week in advance of the meeting.
17. Voters come to Town Meeting with differing views on warrant articles. The Moderator requires that each member of the meeting wait to be heard until recognized by the Moderator and that each member speaking be respectful of all other members of the meeting.
18. Each speaker, other than presenters and Town officials speaking in their official capacity, will be notified by Moderator of how long they have to make their remarks.

More Formal Parliamentary Procedure

There are many types of motions that may come before a meeting. The following addresses the most commonly used motions.

Dissolve: The motion to *dissolve* ends the Town meeting and is appropriate only when all business is completed.

Fix the time to adjourn indicates when a given Town Meeting session will end and when the next session will begin.

Lay on the table is a motion used to end debate temporarily or permanently on a given motion. A motion laid on the table may remain there forever, or may be retrieved by the appropriate "take from the table" vote.

The previous question cuts off debate immediately and causes a vote on the article or amendment under discussion.

Limit debate is a motion generally used to put a specific time limit on a motion or time limits on individual speakers.

Postpone to a time certain is a motion generally used to rearrange the order of the articles (or a single article) in the warrant.

Amend: Many types of motions can be amended. After the amendment is disposed of by a vote, the primary motion, either so amended or not, comes back to the body for further discussion and vote.

Postpone Indefinitely serves the same basic purpose as laying a motion on the table except that it is

debatable and requires only a majority vote. If the postpone motion carries, the motion to which it applies is dead.

Point of Order - Anyone at any time may rise to a point of order and interrupt the speaker, simply stating, "Point of order, Madame Moderator." The Moderator will immediately stop discussion, listen to the point of order and rule on its validity. Points of order may relate to many issues; for example, the right of a speaker to the floor, proper procedures, indecorous conduct, or an error on the part of the Moderator.

Main Motions are made when no other business is pending and are the devices used to bring a warrant article to the floor for discussion.

Reconsideration Moderators in Middleton traditionally have not allowed motions to reconsider.



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-774-3589
www.middletonma.gov

TOWN OF MIDDLETON TALENT BANK APPLICATION

The Board of Selectmen 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.

Names: _____ Telephone: _____

Address: _____ Bus. Telephone: _____

Email Address: _____

Occupation: _____

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 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"/> Board of Appeals	<input type="checkbox"/> Scholarship Committee
<input type="checkbox"/> Master Plan Committee	<input type="checkbox"/> Library Services
<input type="checkbox"/> Conservation Commission	<input type="checkbox"/> Industrial Commercial Development Review Committee
<input type="checkbox"/> Cultural Council	<input type="checkbox"/> Zoning Bylaw Review Committee

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?

Signature

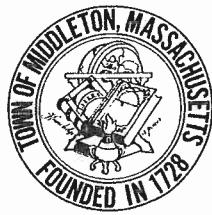
Please submit all responses to the Town Administrator's Office via the mailing address above or via email at:
michelle.creasi@middletonma.gov

Date

Town of Middleton
Finance Committee
Memorial Hall
48 South Main St.
Middleton, MA 01949

Permit 52
Middleton MA
01949

Resident
Middleton, MA 01949



BOARD OF SELECTMEN

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

10

GIFTS AND GRANTS ACCEPTANCE POLICY ADOPTED FEBRUARY 26, 2019

I. Purpose

Gifts and grants of funds are governed by Massachusetts General Law Chapter 44, section 53A; gifts of tangible property are governed by Massachusetts General Law Chapter 44, section 53A½.

This policy establishes procedures for the acceptance of gifts and grants.

II. General Policy

1. Grants shall be managed to comply with the laws, regulations, and guidance of the grantor and all gifts and donations shall be managed and expended according to the wishes of the donor.
2. All gifts and grants shall be evaluated for suitability and consistency with Town policies. All gifts and grants of \$500 or more shall be formally accepted by vote of the Board of Selectmen.
3. Gifts and grants of less than \$500 may be accepted by the employee, board, or committee without vote of the Board of Selectmen.
4. Cemetery Perpetual Care funds are governed by Chapter 114, Section 25 of the Massachusetts General Laws and are not governed by this policy.
5. All expenditures of gifts or grants are made through the Town standard procurement and bills payable procedures.

MIDDLETON BOARD OF SELECTMEN

Kosta E. Prentakis, Chairman

Richard Kassiotis, Clerk

Timothy P. Houten

Brian M. Cresta

Todd Moreschi

Andrew Sheehan, Town Administrator



BOARD OF SELECTMEN

Town of Middleton
48 South Main Street
Middleton, Massachusetts
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DESIGNER SELECTION POLICY ADOPTED FEBRUARY 26, 2019

Designer Selection Procedures

In Accordance with M.G.L. 7C, §§44-57

1. These procedures govern the selection of designers for any municipality or local public agency building project subject to the state designer selection law, M.G.L. c. 7C, §§ 44-58. Any other local law governing the procurement of services will be inapplicable to these procurements.
2. The Middleton Board of Selectmen and/or Middleton School Committee ("Approving Bodies") have the authority to conduct the designer selection process for the Awarding Authority. The Approving Body may delegate any duties described herein to the extent such delegation is permissible by law.
3. The Approving Body shall designate the individual or group of individuals (hereinafter referred to as "the Committee") who will conduct the designer selection process. No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:
 - a. has a direct or indirect financial interest in the award of the design contract to any applicant;
 - b. is currently employed by, or is a consultant to or under contract to, any applicant;
 - c. is negotiating or has an arrangement concerning future employment or contracting with any applicant;
 - d. or has an ownership interest in, or is an officer or director of, any applicant
4. A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the locality of the building project, in the *Central Register* published by the Secretary of the Commonwealth, and in any other place required by the Approving Body, at least two weeks before the deadline for filing applications.
5. The advertisement shall contain the following information:
 - a. a description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;
 - b. if there is a program for the building project, a statement of when and where the program will be available for inspection by applicants;

- c. when and where a briefing session (if any) will be held;
- d. the qualifications required of applicants;
- e. the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
- f. whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
- g. when and where the RFQ can be obtained and the applications must be delivered;

6. The RFQ shall include the current "Standard Designer Application Form for Municipalities & Public Agencies not within DSB jurisdiction," which is available for download from the Massachusetts Designer Selection Board website. The Application Form may be amended to include additional information on a project-specific basis.

7. The Committee shall evaluate applicants based on the following criteria:

- a. prior similar experience;
- b. past performance on public and private projects;
- c. financial stability;
- d. identity and qualifications of the consultants who will work with the applicants on the project; and
- e. any other criteria that the Committee considers relevant to the project

8. The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so.

9. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Approving Body. No person or firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, § 44C, shall be included as a finalist on the list.

The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.

10. If the fee was set prior to the selection process, the Approving Body shall select a designer from the list of finalists. If the Approving Body selects a designer other than the one ranked first by the Committee, the Approving Body shall file a written justification for the selection with the Committee and maintain a copy in the contract file.

11. If the fee is to be negotiated, the Approving Body shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The Approving Body shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Approving Body is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event

may a fee be negotiated which is higher than the maximum fee set by the Approving Body prior to selection of finalists.

12. If the Approving Body is unable to negotiate a satisfactory fee with any of the finalists, the Approving Body shall recommend that the Committee select additional finalists.
13. The Approving Authority may allow a designer who conducted a feasibility study to continue with the design of a project. However, the Approving Authority may commission, at its discretion, an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility of the designer's work to insure its reasonableness and its adequacy before allowing the designer to continue on the project, *provided* the Approving Authority otherwise complies with the statutory requirements for selecting a designer under Chapter 7C of the General Laws, including those set forth in M.G.L. c. 7C, § 54(a)(i).
14. Every contract for design services shall include the following:
 - a. certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services;
 - b. certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager;
 - c. certification that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and
 - d. Certification that the designer has internal accounting controls as required by M.G.L. c. 30, § 39R(c), and that the designer has filed and will continue to file an audited financial statement as required by M.G.L. c. 30, § 39R(d).

All fees shall be stated in design contracts and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.

15. The Awarding Authority shall not enter into a contract for design services unless the Awarding Authority or the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million dollars or ten percent of the project's estimated cost of construction, or such larger amounts as the Awarding Authority may require, for the applicable period of limitations. A designer required by the

Awarding Authority to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the Awarding Authority prior to the award of the contract.

16. Every contract for design services shall include a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.
17. In the event of an emergency that precludes the normal use of these designer selection procedures, the Approving Body may elect to authorize expedited procedures to address the emergency. The Approving Body shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.

The Approving Body may select three finalists from any standing list of designers who have applied for projects of a similar nature, or may otherwise select three designers to be considered as finalists for the project. The Approving Body shall rank the finalists in order of qualification and select the designer for the emergency work.

18. The Awarding Authority shall publish the name of any designer awarded a contract in the *Central Register*.

19. The following records shall be kept by the Awarding Authority:

- a. all information supplied by or obtained about each applicant;
- b. all actions taken relating to the project; and
- c. any other records related to designer selection

All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

20. The Awarding Authority shall evaluate designers' performance on contracts using the Designer Selection Board evaluation form(s) in accordance with M.G.L. c. 7C, § 48(g), and file completed evaluations with the Board and any other agency named in M.G.L. c. 7C, § 48(g).
21. Nothing in these Procedures shall be interpreted to require the establishment of a board or waive or reduce the requirements of any other applicable law or regulation.
22. For any municipal design or construction project *that includes funding provided by the Commonwealth, in whole or in part* (such as reimbursements, grants and the like), cities and towns must incorporate minority-owned business enterprise and women-owned business enterprise participation goals. If applicable, the Awarding Authority shall take steps to assure that it complies with all State Office of Minority and Women Business Assistance requirements.

MIDDLETON BOARD OF SELECTMEN

Kosta E. Prentakis, Chairman

Richard Kassiotis, Clerk

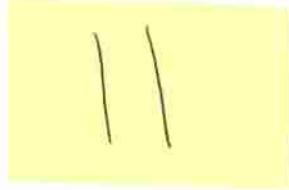
Timothy P. Houten

Brian M. Cresta

Todd Moreschi

Andrew J. Sheehan, Town Administrator





CONTRACT ADDENDUM

This Addendum as of the ____ day of _____, 2019 by and between Correct Care Solutions LLC, its affiliates and its subsidiaries, including Conmed Healthcare Management, Inc. and Correctional Healthcare Companies, Inc., ("CCS") having a principal place of business at 1283 Murfreesboro Rd., Suite 500 Nashville, TN 37217 and the Town of Middleton (the "Town") is made as an addendum to the original Letter of Agreement between the parties dated _____ (the "LOA") to provide emergent and non-emergent transport services to patients on behalf of CCS for patients housed in Essex County Correctional Facility located in the Commonwealth of Massachusetts ("Services").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth below, the Parties agree to the following:

1. **Entire Agreement:** This Addendum, the LOA, and all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described and shall be referred to hereinafter as the "Agreement." 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.
2. **Conflict:** If the terms of the LOA or this Addendum conflict, the terms of this Addendum shall control.
3. **Permits and Approvals:** Permits, Licenses, Approvals and all other legal or administrative prerequisites to its obligations under the Agreement shall be secured and paid for by CCS.
4. **Breach and Remedies:**
Failure of either Party to comply with any of the terms or conditions of the LOA or this Addendum, except where excused by a force majeure event, shall be deemed a material breach, and the non-breaching party shall have all the rights and remedies available under law, including but not limited to the right to cancel, terminate, or suspend the Services in whole or in part.
5. **Statutory Compliance:**
This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Agreement shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable, the provisions of the General Laws are incorporated by reference into the Agreement.

The Parties shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Services.

6. **Conflict of Interest:** Both the Town and CCS acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Agreement expressly prohibits any activity which shall constitute a violation of that law. CCS shall be deemed to have investigated the application of M.G.L. c. 268A to this Agreement.
7. **Certification of Tax Compliance:** This Agreement must include a certification of tax compliance by CCS, as required by General Laws Chapter 62C, Section 49A .
8. **Corporate Contractor:** By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the

other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

9. **Liability of Public Officials:** To the full extent permitted by law, no official, employee, agent or representative of the Town of Middleton shall be individually or personally liable on any obligation under the Agreement.
10. **Forum and Choice of Law:** The Agreement and any performance thereunder shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.
11. **Binding on Successors:** The Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither Party shall assign or transfer any interest in the Agreement without the written consent of the other.
12. **Insurance Requirements:** CCS shall maintain comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Middleton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the CCS employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Event including injury or destruction of tangible property, including loss of use resulting therefrom.

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

The Town of Middleton by
Its Board of Selectmen

CCS by:

Kosta E. Prentakis, Chairman

Todd Moreschi, Selectman

Timothy P. Houten, Selectman



Rick Kassiotis, Clerk

Brian M. Cresta, Selectman

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
_____, authorized signatory for
name of signatory _____, whose
name of contractor _____
principal place of business is at _____, _____ does hereby certify under the pains and penalties of perjury
that _____ has
name of contractor _____
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and
remitting child support.

**CONTRACT CHECKLIST
(FOR TOWN USE)**

Initials

1. Certification of Signatures _____
 - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature
2. Certificate of Non-collusion and of Good Faith _____
3. Insurance Certificate _____
(showing Town as additional insured)
 - Matches amount of insurance required under contract
4. Certificate of Tax Compliance _____
5. Signed by Contractor _____
 - Matches certification by Corp officer of authority.
6. Certificate of Good Standing from Secretary of State _____

Contract Reviewed by: _____
Signature

_____ Name, Title