

**BOARD OF SELECTMEN
MEETING AGENDA**

**Fuller Meadow School
Nathan Media Center
143 South Main Street, Middleton, MA 01949
Tuesday, March 12, 2019
7:00 PM**

This meeting is being recorded

1. 7:00 PM Warrant: 1919
Minutes: 2/26/19
Town Administrator updates and reports
2. 7:15 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
3. 7:25 PM Review and vote to sign 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
4. 7:35 PM Public Hearing: Transfer of All-Alcohol Beverages Liquor License and Victualler License, Change of Manager, pledge of license and alteration of premises, by Atty. Chad Colarusso, currently held by 245 Middleton Pub Corporation, d/b/a Main Street Grill, manager J.N. Demakes, located at 245 South Main Street Middleton, on the petition of Village Tavern Middleton, Inc., d/b/a Village Tavern, manager Andrew Ingemi.
5. 7:45 PM Application for Change of Manager by Atty. Albert DeNapoli for Interstate Management Company, LLC d/b/a Doubletree North Shore Boston, 51 Village Road, Middleton, MA from Elena F. Hargraves to Michael Tyler Woodcock for the All Alcohol Innkeepers, Common Victualler and Entertainment license.
6. 8:00 PM Discussion of March 19, 2019 Special Town Meeting
7. 8:05 PM Update on FY2020 operating and capital budgets; upcoming meetings
8. 8:10 PM Vote to close Annual Town Meeting warrant
9. 8:15 PM New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed
10. 8:20 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

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
February 26, 2019 7:00PM

Present: Kosta Prentakis, Brian Cresta, Rick Kassiotis, Todd Moreschi

Absent: Timothy Houten

Others Present: Town Administrator Andrew Sheehan, Assistant Town Administrator Tanya Stepasiuk, Tony Roselli, Melissa Ogden, Ken Gibbons, Leah Moreschi, 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 #1917 (Payroll: \$674,301, Bills Payable: \$846,331), and Warrant #1918 (Payroll: \$662,949, Bills Payable: \$3,930,611) the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to approve warrant #1917, as well as warrant #1918, as presented.

- **Minutes:** After a brief review of the minutes of January 29, 2019, the Board took the following action:

On a **MOTION** made by **Kassiotis**, second by **Moreschi**, the Board of Selectmen **VOTED** to accept the minutes of January 29, 2019, as written. **Cresta abstained.**

- **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 was held on February 2nd. The second one will take place here on March 2nd, at Fuller Meadow, at 8:15AM. The focus is on the capital budget and an update on the operating budget.
 - **North Liberty Street Bridge Project:** Some additional repairs have been made at the North Liberty Street Bridge. The Town received \$500,000 from the State for the bridge repairs. The project will be done this year, during low water season, probably July.
 - **Special Town Meeting:** There have been several drop-in sessions since the last meeting. Sheehan will be attending the Council on Aging meeting tomorrow and will be available afterwards to answer questions. Two more information sessions are scheduled: February 27 and March 5, both at 7PM at the Fuller Meadow School.
 - **Thanks to DPW:** Sheehan publicly thanked the DPW and everyone involved with the wind storms over the past day or two. Many trees were down, and they did a great job keeping up with them all.

7:08 PM **Vote to Lay Out Lewis Drive:** Melissa Ogden, Mann & Mann, PC, met with the Board of Selectmen with a request that the Board lay out Lewis Drive, developed by PrimeCap LLC. After a very brief discussion, the Board took the following action:

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On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to lay out Lewis Drive as a public way in accordance with Massachusetts General Laws, Chapter 82 §§ 21 through 23 and Chapter 383-3 of the Middleton Town Code.

7:10 PM Letter Regarding the Funding for Maple Street: The Town Administrator explained that this letter was a result of a meeting they had at the end of January with Representative Brad Jones and Representative Ted Speliotis, who advised the Town to follow-up with a letter to Secretary Matthew A. Beaton regarding Maple Street. The Board agreed and took the following action:

On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to approve, sign, and send to Secretary Beaton the enclosed letter regarding the bond bill and funding for Maple Street.

7:13 PM FY2018 Audit Exit Conference: Tony Roselli of Roselli Clark & Associates met with the Board of Selectmen to present the FY2018 audit and management letter. Roselli had provided the Board, in advance, with the Management Letter, which included information on Evaluation of Operations, Current Year Findings, and Departmental Reviews. Roselli said the Town's finances are consistently improving and the Town is on strong financial footing. He believes the Town is well-positioned for an upgrade to its bond rating. He explained the highlights of the reports provided, along with their recommendations. A lengthy discussion ensued and, when Roselli reminded the Board that MELD is still using a checking account that is not in compliance with Mass. General Laws, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to send a letter to the Middleton Light Department, to remind them that the checking account they have is not in compliance with Mass. General Laws.

Discussion continued on the Departmental Reviews and, after discussion, the Board thanked Roselli for the in-depth report.

8:08 PM Inter-Municipal Agreement Between Members of the Essex Regional Emergency Communications Center and State 911: The Town Administrator provided the Board with a copy of the agreement for their review and requested that the Board vote to support the concept. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to endorse the inter-municipal agreement in substantially the same form as drafted.

8:12 PM Surrender of the All Alcohol License at the Middleton Golf Course: The Chair provided the Board with a brief review of the letter they received from the Middleton Golf Course and requested a motion to vote to accept the surrender of the All Alcohol license at the Middleton Golf Course, 105 South Main Street, effective March 31, 2019.

On a **MOTION** made by **Kassiotis**, second by **Cresta**, the Board of Selectmen **VOTED** unanimously to accept the surrender of the all alcohol license from the Middleton Golf Course.

8:15 PM Request for up to \$380,000 in Community Preservation Act Funds: The Chair provided the Board with information on the Board's request for up to \$380,000 in Community Preservation Act funds
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to purchase up to a 50-foot buffer on three sides of the Middleton Golf Course property. A discussion ensued. After discussion, the Board took the following action:

On a **MOTION** made by **Kassiotis**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to request up to \$380,000, second by Moreschi, to request 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.

8:23 PM Discussion of March 19, 2019 Special Town Meeting: The Town Administrator provided the Board members with a copy of the Special Town Meeting Warrant and a review and comments on the two warrant articles. Sheehan added that there will be two more informational sessions, the first on February 27th, and the last one on March 5th. Both sessions will be held here at Fuller Meadow, in the cafeteria, at 7PM. The warrant will be mailed to voters in about 10 days. The Chair advised that Selectman Houten has written a letter in support of the golf course purchase. The Chair also suggested that the other board members also sign the letter. Cresta suggested that they take a vote to support the warrant articles and made the following motion:

On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to support both warrant articles.

8:38 PM Review Purchase and Sale Agreement: Middleton Golf Course: The Town Administrator provided the Board with a copy of the Purchase and Sale Agreement and/or second extension of offer to purchase Middleton Golf Course at 105 South Main Street and requested they sign it, or authorize the Chairman or Town Administrator to sign the extension to March 5th, subject to Town Counsel's review and approval. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to approve the extension and authorize the Town Administrator to execute it after consultation with Town Counsel.

8:39 PM Review and Vote to Adopt Policies:

- **Acceptance of Gifts and Grants Policy**
- **Designer Selection Policy**

The Chair explained the policies, and, after a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to adopt the Gifts and Grants Policy.

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to adopt the Designer Selection Policy.

8:41 PM Review and Sign Contract Addendum with Correct Care Solutions, LLC: The Town Administrator provided the Board members with a copy of the contract between Middleton and Correct Care Solutions to provide emergent and nonemergent transport services to patients at the Essex County

Correctional Facility. Selectman Cresta requested to review the rates before taking any action on the contract. The Board agreed and they will discuss again at the next meeting.

8:44 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 c. 30A, s. 21(a)(3) with respect to the police union and collective bargaining, and will not be returning to Open Session.

Selectman Clerk Kassiotis called the roll call:

Prentakis: Yes

Cresta: Yes

Moreschi: Yes

Kassiotis: Yes

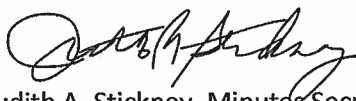
MOTION carried unanimously.

****Selectman Kassiotis recused himself from the Executive Session****

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: February 26, 2019
- Minutes: January 29, 2019
- Warrant #1917 (Payroll: \$674,301, Bills Payable: \$846,331)
- Warrant #1918 (Payroll: \$662,949, Bills Payable: \$3,930,611)

- Public Notice and related materials: Board of Selectmen Middleton Massachusetts Roadway Layout: Lewis Drive
- Roselli Clark & Associates: Town of Middleton Massachusetts Management Letter, Year Ended June 30, 2018
- Draft Letter to Secretary Matthew Beaton, Executive Office of Energy and Environmental Affairs from the Board of Selectmen, Re: 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, February 26, 2019
- INTERMUNICIPAL AGREEMENT FOR THE JOINT PROVISION OF PUBLIC SAFETY COMMUNICATIONS, DISPATCH AND OPERATIONS SERVICES
- Letter from Middleton Golf Course to Board of Selectmen, Re: Surrender of Alcohol License, 1/29/19
- Map of Middleton Golf Course Property
- Special Town Meeting Warrant
- Gifts and Grants Acceptance Policy, adopted 2/26/19
- Designer Selection Policy, adopted 2/26/19
- Contract Addendum between Correct Care Solutions LLC, its affiliates and its subsidiaries, including Conmed Healthcare Management, Inc. and Correctional Healthcare Companies, Inc., and the Town of Middleton
- Second Amendment to Offer to Purchase between Corbeau, LLC and the Town of Middleton, Massachusetts
- Talking Points: Middleton Golf Course
- Letter from the Town Administrator to Masconomet School Committee, Re: Proposed Policy Restricting School Committee Membership, 2/4/19
- Letter from Masconomet Assistant Superintendent to Board of Selectmen, Re: Stabilization Fund Appropriations, 2/11/19
- Letter from Tri-Town Council to Board of Selectmen, Re: Financial Support, 2/6/19
- Announcement: 1728 Club of Middleton Comedy Night and Silent Auction Fundraiser, March 23rd, 2019
- Announcement: MBTA Fare Proposal Public Hearing, February 27th, 2019

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

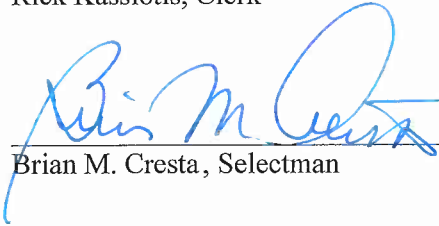
CCS by:


Kosta L. Prentakis, Chairman


Todd Moreschi, Selectman

Timothy P. Houten, Selectman

Rick Kassiotis, Clerk

A handwritten signature in blue ink, appearing to read "Brian M. Cresta", is written over a horizontal line. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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

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

3

THIS AGREEMENT is entered into by and between the Commonwealth of Massachusetts State 911 Department (or "State 911 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 singularly as the "Member" or 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 40, §§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, or until July 1, 2029. Such period may be extended for an additional term as agreed upon by the State 911 Department and some or all of the Members. Upon the July 1, 2019 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 new equipment purchases and future capital improvements and related maintenance, and facility maintenance and operation, during the term of this Agreement. All new equipment and future capital improvements purchased with State 911 Department funds for the administration and operation of the North Shore RECC shall be owned by the State 911 Department.

The Essex County Sheriff shall furnish and transfer to the State 911 Department, in accordance with the Commonwealth's surplus property program requirements, all equipment, consoles, monitors, headsets, printer(s), fax machines, and other equipment paid for with State 911 Department grant funds and previously used by the Essex RECC to provide 911 services. The State 911 Department shall be responsible for the maintenance of equipment furnished for its use and transferred to it by the Essex County Sheriff.

5. ADVISORY BOARDS

Four (4) 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 Administrative Advisory Board shall be comprised of either the Mayor, Town Manager, or Town Administrator of each Member community. The Board shall elect a Chair. The Board shall meet at least semi-annually, but more frequently as necessary, and shall advise the State 911 Department on the budget and operation the North Shore RECC.

E. The Executive Advisory Board shall be comprised of the Chair of Administrative Advisory Board, three (3) at large Members from the Administrative Advisory Board, the Chair of the Police Advisory Board, one (1) at large

Member from the Police Advisory Board, the Chair of the Fire Advisory Board, and one (1) at large Member from the Fire Advisory Board. 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.

F. 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, 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, 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, in conformance with applicable standards and taking into consideration the February 2018 Organizational Assessment and Operational Audit and the recommendations contained therein.

G. 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. In addition, the State 911 Department shall decide matters before the Executive Advisory Board that resulted in a tie vote.

H. All Advisory Board meetings shall be conducted in accordance with the requirements of the Commonwealth's Open Meeting Law. A quorum of 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.

I. 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 four (4) 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, 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, including an annual report, 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, unless otherwise extended for an additional term as agreed upon by the State 911 Department and some or all of the Members.

13. SEVERABILITY

If any term or condition of this Agreement or any application thereof shall to any extent 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. This Agreement 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 Department and the Members 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 for Middleton and Wenham
16. Emergency Notifications Systems



*The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street Boston, MA 02114
www.mass.gov/abcc*

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR MULTIPLE AMENDMENTS

**APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.**

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.paybill.com/mass/abcc/retail/>

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

00008-RS-0704

Village Tavern Middleton, Inc.

ADDRESS

245 South Main Street

CITY/TOWN

Middleton

STATE

MA

ZIP CODE

01949

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input checked="" type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/ Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest (LLC Members/ LLP Partners, Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:**

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396**

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 6c7823f2-e7e3-4366-8255-db69f916f573

| Description | Applicant, License or Registration Number | Amount |
|--------------------|---|----------|
| FILING FEES-RETAIL | 00008-RS-0704 | \$200.00 |
| | | \$200.00 |

Total Convenience Fee: \$4.70

Date Paid: 2/25/2019 3:52:24 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
00008-RS-0704

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Chad

Last Name:
Colarusso

Address:
79 Rantoul Street, Unit 201

City:
Beverly

State:
MA

Zip Code:
01915

Email Address:
chad@caclawgroup.com



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

| Entity Name | Municipality | ABCC License Number |
|--------------------------------|--------------|---------------------|
| Village Tavern Middleton, Inc. | Middleton | 00008-RS-0704 |

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Please see attached overview.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

| Name | Title | Email | Phone |
|-------------------|-------|----------------------|--------------|
| Chad A. Colarusso | Esq. | chad@caclawgroup.com | 781 223 3901 |

2. AMENDMENT-Change of License Classification

| | | |
|---|--------------------------------|--|
| <input type="checkbox"/> Change of License Category | Last-Approved License Category | |
| All Alcohol, Wine and Malt, Wine Malt and Cordials | Requested New License Category | |
| <input type="checkbox"/> Change of License Class | Last-Approved License Class | |
| Seasonal or Annual | Requested New License Class | |
| <input type="checkbox"/> Change of License Type* | Last-Approved License Type | |
| i.e. Restaurant to Club *Certain License Types CANNOT change once issued* | Requested New License Type | |

3. AMENDMENT-Change of Business Entity Information

| | | |
|---|-----------------------------------|--|
| <input checked="" type="checkbox"/> Change of Corporate Name | Last-Approved Corporate Name: | |
| | Requested New Corporate Name: | |
| <input checked="" type="checkbox"/> Change of DBA | Last-Approved DBA: | |
| | Requested New DBA: | |
| <input type="checkbox"/> Change of Corporate Structure | Last-Approved Corporate Structure | |
| LLC, Corporation, Sole Proprietor, etc | Requested New Corporate Structure | |

4. AMENDMENT-Pledge Information

| | | |
|--|-----------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> Pledge of License | To whom is the pledge being made: | Salem Five Cents Savings Bank |
| <input type="checkbox"/> Pledge of Inventory | | |
| <input type="checkbox"/> Pledge of Stock | | |

5. AMENDMENT-Change of Manager

☒ **Change of License Manager**

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises Last-Approved License Manager

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* ☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

| Date | Municipality | Charge | Disposition |
|------|--------------|--------|-------------|
| | | | |
| | | | |
| | | | |

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

| Start Date | End Date | Position | Employer | Supervisor Name |
|------------|----------|----------------------|----------|-----------------|
| | | Please see attached. | | |
| | | | | |
| | | | | |
| | | | | |

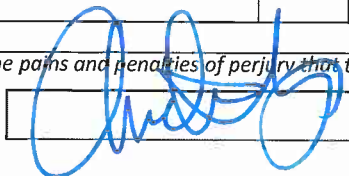
D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☒ Yes ☐ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

| Date of Action | Name of License | State | City | Reason for suspension, revocation or cancellation |
|----------------|----------------------------|-------|-------|---|
| 01/28/2019 | Village Tavern Salem, Inc. | MA | Salem | Please see attached description. |
| | | | | |
| | | | | |

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature



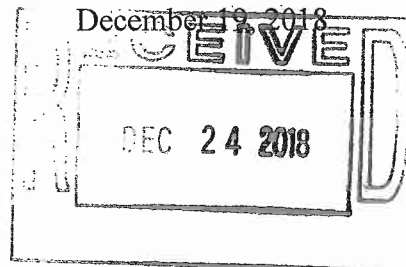
Date

2/25/19



Albert A. DeNapoli
Direct Dial Number: (617) 218-2024
E-Mail Address: adenapoli@tbhr-law.com

5



Board of Selectmen
Town of Middleton
48 South Main Street
Middleton, MA 01949

RE: Application for Change of Manager for Interstate Management Company, LLC
d/b/a Doubletree North Shore Boston, 51 Village Road, Middleton, MA 01949

Dear Selectmen:

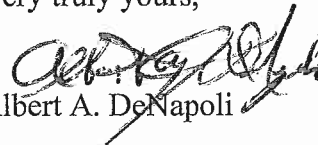
Please find enclosed for filing in connection with the above-referenced matter the following documents:

1. Retail Alcoholic Beverages License Application Monetary Transmittal Form;
2. Copy of the electronic receipt of the \$200 payment made to the Alcoholic Beverages Control Commission;
3. Amendment-Change of Manager Application;
4. Applicant's Statement;
5. Cori Request Form of Michael Tyler Woodcock, Birth Certificate, TIPS Certificate; and
6. Vote of the Corporate Board.

Once you have been able to process this application, please contact me to discuss a hearing date for this matter.

Thank you for your attention to this, and please do not hesitate to contact me with any questions you may have regarding this.

Very truly yours,


Albert A. DeNapoli

AAD/sc
Enclosures
cc: Shani Else, Esq.
Erica Hageman, Esq.
Michael Woodcock



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

00014-HT-0704

ABCC License Number

MIDDLETON

City/Town

08/28/2017

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of DBA | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change of Hours |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder |
| <input type="checkbox"/> Change of Beneficial Interest | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |

APPLICANT INFORMATION

Name of Licensee INTERSTATE MANAGEMENT COMPANY, LLC

D/B/A DOUBLETREE, MIDDLETON

ADDRESS: 51 VILLAGE ROAD A/K/A 51 VILLAGE DRIVE

CITY/TOWN: MIDDLETON

STATE: MA

ZIP CODE: 01949

Manager ELENA F. HARGRAVES

Granted under Special Legislation? Yes ☐ No ☒

If Yes, Chapter _____
of the Acts of (year) _____

\$12 Hotel

Annual

All Alcoholic Beverages

Type
(i.e. restaurant, package store)

Class
(Annual or Seasonal)

Category
(i.e. Wines and Malts / All Alcohol)

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the
Local Licensing Authority:

Approves this Application

Please indicate what days and hours
the licensee will sell alcohol:

Monday through Sunday
10:00 am - 1:00 am
12/31 11:00AM - 2:00AM

If **Approving With Modifications**, please indicate below what changes the LLA is making:

Please indicate if the LLA is
downgrading the License
Category (approving only Wines
and Malts if applicant applied for All
Alcohol):

No

Changes to the Premises Description

Patio/Deck/Outdoor Area
Total Square Footage

6,080

Seating Capacity

122

Indoor Area

Total Square Footage

467,000

Number of Entrances

5

Number of Exits

5

| Floor Number | Square Footage | Number of Rooms |
|--------------|----------------|-----------------|
| SEE | ATTACHMENT A | |
| | | |
| | | |
| | | |

Abutters Notified: Yes ☐ No ☒

Date of Abutter
Notification

Date of
Advertisement

08/31/2017

Please add any
additional remarks or
conditions here:

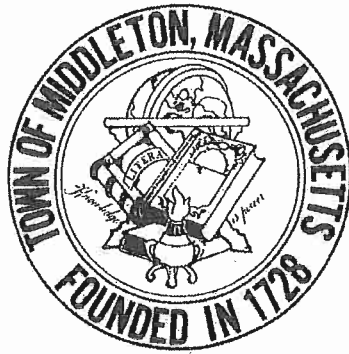
☒ Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

Date APPROVED by LLA

Town of Middleton Massachusetts



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.



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.

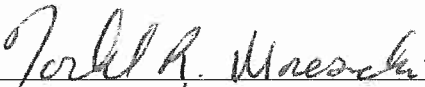
HEREOF FAIL NOT, and make due return of this Warrant, with your doings thereof, to the Town Clerk at time and place of meeting aforesaid.

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

MIDDLETON BOARD OF SELECTMEN

S. 

S. 

S. 

S. 

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 it 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.)

- | | |
|-------------------------------|--|
| _____ Board of Health | _____ Recreation Commission |
| _____ Council on Aging | _____ Historical Commission |
| _____ Finance Committee | _____ Planning Board |
| _____ Board of Appeals | _____ Scholarship Committee |
| _____ Master Plan Committee | _____ Library Services |
| _____ Conservation Commission | _____ Industrial Commercial Development Review Committee |
| _____ Cultural Council | _____ 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

Date

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

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

Permit 52
Middleton MA
01949

Resident
Middleton, MA 01949

CALENDAR
FY2020 OPERATING AND CAPITAL BUDGETS
MAY 14, 2019 ANNUAL TOWN MEETING
MAY 21, 2019 ANNUAL TOWN ELECTION

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| Tuesday, October 9 & 23 and November 6 & 20, 2018 | Preliminary budget sessions: department heads with Board of Selectmen |
| Thursday, December 13, 2018 | FY20 budget instructions distributed to departments |
| Thursday, January 3, 2019 | Nomination papers for elected Town offices available |
| Friday, January 4, 2019 | Operating budget requests due to TA's Office |
| January 7-17, 2019 | Operating budget meetings with TA, ATA, CFO |
| Monday, January 21, 2019 | Martin Luther King, Jr. holiday |
| Monday, January 28, 2019 | Operating budget books/files to BOS, FinCom |
| Tuesday, January 29, 2019 | Board of Selectmen votes to open the ATM warrant |
| Saturday, February 2, 2019 8:30AM-4:00PM | Operating budget summit |
| Monday, February 4, 2019 | Capital budget requests due to TA's Office |
| February 11-20, 2019 | Capital budget meetings with TA, ATA, CFO |
| Monday, February 18, 2019 | Presidents' Day holiday; start of school vacation week |
| Tuesday, February 26, 2019 | Capital budget books/files to BOS, FinCom |
| Friday, March 1, 2019 | Deadline to submit legal ad to <i>Tri-Town Transcript</i> for 3/22/18 budget hearing |
| Saturday, March 2, 2019 8:30AM-2:00PM | Capital budget summit |
| Tuesday, March 5, 2019 | Non-petition warrant articles due to BOS |
| Friday, March 8, 2019 | Legal ad in <i>Tri-Town Transcript</i> for 3/22/18 budget hearing |
| Tuesday, March 12, 2019 | Petition articles and zoning amendments due at Town Administrator's Office by 5:00PM |
| Tuesday, March 12, 2019 | BOS votes to close warrant |
| Friday, March 15, 2019 | Deadline to submit legal notice to <i>Tri-Town Transcript</i> for Planning Board public hearing on zoning amendments |

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| Thursday, March 21, 2019 | Budget Hearing and Warrant Reading: BOS, FinCom, Moderator at Flint Public Library |
| Friday, March 22, 2019 | 1 st legal ad for Planning Board public hearing on zoning amendments |
| Tuesday, April 2, 2019 Until 5PM | Last day for candidates to submit nomination papers for Annual Town Election |
| Friday, March 29, 2019 | 2 nd legal ad for Planning Board public hearing on zoning amendments |
| Thursday, April 4, 2019 | Joint meeting of Board of Selectmen & Finance Committee re outstanding budget issues, if needed |
| Wednesday, April 10, 2019 | Planning Board public hearing on zoning amendments |
| Wednesday, April 10, 2019 | Last day for candidates to object or withdraw their candidacy for elected office |
| Wednesday, April 10, 2019 | Deadline to submit recommendations, exhibits, maps to TA's Office for inclusion in warrant book |
| Friday, April 12, 2019 | Warrant book to printer |
| Monday, April 15, 2019 | Patriots Day holiday; start of school vacation week |
| Tuesday, April 16, 2019 | Motions meeting with TA, ATA, CFO, Moderator, Town Clerk, Town Counsel |
| Wednesday, April 24, 2019 Until 8:00PM | Last day to register to vote for the Annual Town Meeting and Annual Town Election |
| Tuesday, May 7, 2019 | Deadline for Constable to post warrant |
| Friday, April 26, 2019 | Warrant book to USPS for mailing to households on Saturday, April 27, 2019 |
| Thursday, May 9, 2019 7:00PM | Pre-Town Meeting at Flint Public Library |
| Tuesday, May 14, 2019 | Annual Town Meeting at Howe Manning School gymnasium |
| Tuesday, May 21, 2019 | Annual Town Election at Fuller Meadow School gymnasium |

Regular Board of Selectmen meetings:

January 15 & 29
February 12 & 26
March 12 & 26

April 9 & 23
May 7 & 21

Unless otherwise noted, public meetings take place at the Nathan Media Room at Fuller Meadow School, 143 South Main Street