

MIDDLETON SELECT BOARD
MEETING AGENDA
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
TUESDAY, FEBRUARY 22, 2022

7:00 PM

This meeting is being recorded

This meeting will be a hybrid of in-person and remote via Zoom. To join the meeting remotely, go to:

<https://us02web.zoom.us/j/81838804267?pwd=aThoMXZINW50K2hiN3NMaEh2VldNUT09>

- 1 7:00 Warrants: 2218
Minutes: January 25, 2022 Open Session; January 25, 2022 Executive Session; February 8, 2022 Open Session
Town Administrator updates and reports
- 2 7:10 Public Comment Period
- 3 7:15 Review and vote on Police Chief William Sampson's recommendation to promote Kosta Agganis from Reserve Police Officer to Full-time Police Officer
- 4 7:20 Review and vote on Police Chief William Sampson's proposed MPD Policy #4.02 Computerized Voice Stress Analyzer (CVSA)
- 5 7:30 Review and discuss School Resource Officer (SRO) agreement between the towns of Middleton, Boxford, and Topsfield and the Masconomet Regional School District; votes may be taken
- 6 8:00 Continue discussion, review, and vote on compensation & classification plan, related policy decisions, and implementation decisions:
 - Potential vote on Employee Handbook: new "Appendix F: Cell Phone Reimbursement Policy"
 - Potential vote on Employee Handbook: revision "Appendix E: Travel Reimbursement Policy"
 - Potential vote on acceptance of grades and wage ranges based on the Collins Center Recommendation
 - Potential vote on Phase 1 of Comp. and Class. Implementation: Stipend Clean Up and Minimum Range Adjustment
 - Discussion and feedback on Phases 2 and 3 of Comp. and Class. Implementation
 - Potential vote on draft "One-Time Adjustment" policy
- 7 8:10 Review and vote to approve an amendment for construction manager at risk to the Owner's Project Management services contract with PCA360; the amendment does not change the dollar amount of the contract
- 8 8:15 Review and vote to accept the following donation:
Middleton Food Pantry – \$1,000 from the Independent Order of Odd Fellows Bethesda Lodge #30
- 9 8:20 New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed

Upcoming Meetings:	March 5, 8:30AM	FY23 Capital Budget Summit
	March 8 & 22	Regular SB Meetings
	April 5 & 19	Regular SB Meetings

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

MEETING MINUTES

MIDDLETON SELECT BOARD

FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER
143 SOUTH MAIN STREET, MIDDLETON, MA 01949

TUESDAY, JANUARY 25, 2022
7:00 PM

This meeting was recorded

Present: Tim Houten, Kosta Prentakis, Rick Kassiotis, Jeff Garber, Chair Brian Cresta (virtual)

Absent:

Others Attending: Town Administrator Andy Sheehan, Assistant Town Administrator/HR Director Jackie Bresnahan, Paul Pellicelli, Scott Kugel, Matthew Rosa, Michael Gonynor, Michael Frotten, Whitney Gillings, Kosta Agganis, Mary Aicardi, Chief William Sampson, Capt. Matt Armitage, Superintendent Scott Morrison, Assistant Superintendent Steve Greenberg, Michelle Aitken, Brian Carroll, and others

With a full Board present, Acting Chair Tim Houten called the meeting to order.

ROUTINES

- **Warrant Approval:** Town Administrator Andy Sheehan provided a brief review of Warrant #2216: Payroll: \$745,676; Bills Payable: \$1,804,229; noting that the Town Accountant had reviewed the warrant and requested the Board's approval. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Prentakis**, second by **Garber**, the Select Board **VOTED** unanimously by roll call vote to approve the warrant as presented.

Roll Call by Board Member Prentakis:

Cresta:	YES
Kassiotis:	YES
Garber:	YES
Houten:	YES
Prentakis:	YES

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

On a **MOTION** made by **Garber**, second by **Kassiotis**, the Select Board **VOTED** unanimously by roll call vote to accept the minutes of January 11, 2022, as written.

Roll Call by Board Member Prentakis:

Cresta:	YES
Kassiotis:	YES

Garber:	YES
Houten:	Abstain
Prentakis:	YES

- **Town Administrator's Report:** Town Administrator Andy Sheehan provided the Board with information and updates on the following:
 - **FY2023 Budget Meetings:** Sheehan reminded the Board Reminder that February 5th is the first of the all-day budget meetings to develop the budgets, with the primary focus on the operating budget. The meeting will take place here, at the Fuller Meadow School library at 8:30AM.
 - **Upcoming Civic Schedule:** Sheehan advised that Town Meeting will take place on May 10th. Citizens Petitions are due next Tuesday, February 1st. The Warrant will remain open until closed on February 22nd. Nomination papers for elected offices are available at the Town Clerk's office.
 - **ARPA Funds:** Sheehan advised that the Board approved some ARPA expenditures a couple of weeks ago. He added that the final rule has come out from the US Treasury, and he'll get more information at a webinar later this week. He added that they'll be back with additional funding requests, depending on what the final requirements are.
 - **ARPA Survey:** Sheehan advised that there is a survey posted online at www.middletonma.gov. Residents can weigh in on categories of funding.

Public Comment Period: There were no public comments.

Review and act on the recommendation of the Police Chief to appoint Reserve Police Officer Leonardo Jorge as a Full Time Police Officer: Board member Houten advised this has been delayed until the next meeting.

Review and Discuss Multi-family Zoning Requirements for MBTA Communities under the Act Establishing Partnerships for Growth, a/k/a Housing Choice Act: The Town Administrator provided the Board with information on the Multi-Family Zoning Requirements for MBTA Communities. Sheehan noted there are many steps required by communities to be in compliance. They will be working on a plan with the Planning Department and bringing it before the Board at a later date. Board members Houten and Cresta expressed their frustration with the requirements for a town like Middleton with no access to the MBTA. A lengthy discussion ensued. Town Planner Katrina O'Leary joined the discussion.

Discussion on Fire Chief's Recommendation to Apply for a SAFER Grant to Add Full-Time Firefighters: Chief Tom Martinuk met with the Select Board to discuss the availability of a SAFER grant to fund the salary of additional firefighters. Martinuk noted that the grant will fund the salaries and benefits for three years; after three years the responsibility is on the Town. Martinuk suggested that he would apply to add four new firefighters to the Department. Board members left open the possibility of revising the request if it is later determined that funding four new positions would not be sustainable. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Prentakis**, second by **Kassiotis**, the Select Board **VOTED** unanimously by roll call vote to authorize the application of up to four firefighters through the SAFER grant.

Roll Call by Board Member Prentakis:

Cresta:	YES
Kassiotis:	YES
Garber:	YES
Houten:	YES
Prentakis:	YES

Review and Discuss Citizen Petition Relative to Amending the Masconomet Regional Agreement by Inserting a Recall Provision; Town Counsel Jay Talerman to Discuss Legal and Procedural Matters:

**** Board Member Kosta Prentakis recused himself from discussion on this agenda item. ****

Jay Talerman of Mead, Talerman and Costa, town counsel, met with the Select Board to provide a review of the citizen petition to amend the Masconomet Regional Agreement to include a recall provision. Talerman noted that the recall provision bypasses the school committee process to discuss and amend the agreement. A discussion ensued, with the Town Moderator and Town Clerk contributing to the discussion. The petitioner, Trevor Currier, advised the Board that he was told that he needs to get the signatures of 10% of the registered voters of one town, which would be 700 signatures in Middleton. The signatures would be certified by the Town Clerk and then sent on to the Masconomet School Committee to get it on the Town Meeting warrant of all three towns. After discussion, Board member Houten moved on to the next agenda item.

Discuss Ruling from the Division of Open Government Regarding Public Body Quorums Attending Meeting of Another Public Body; Town Counsel Jay Talerman:

Jay Talerman of Mead, Talerman and Costa, town counsel, met with the Select Board to discuss the new ruling from the Division of Open Government regarding quorums of a committee attending a meeting of another committee. Talerman advised the new ruling gives caution that committee members should err on the side of caution and attend the meeting, but don't say much about the subject matter. If you're attending another meeting, you're going to watch and, possibly ask a question. A discussion ensued. Chair Brian Cresta made clear that the subject case was in another town and did not involve Middleton. Attorney Talerman suggested that if a Board is contemplating meeting with another Board on short notice to discuss it with him and he will advise them. Town Clerk Ilene Twiss advised that the simple solution is for both boards to post the meeting.

Continue Discussion of Compensation & Classification Plan: Update of Plan and Discussion of Policy Decisions: Town Administrator Andy Sheehan provided the Board with information from the Collins Center on the process they use to select similar study communities. A discussion ensued on the municipalities that were listed as comparable. After discussing the comparable communities, the Board developed a list to send back to the Collins Center for their study.

Review, Discuss, and Vote on the Town Building Committee's Recommendation to Use G.L. Chapter 149A Construction Manager-at-Risk Delivery Method on the Public Facilities Project: The Town Administrator advised this is a step that's required as part of the process that the Town Building Committee voted a few weeks ago. He provided a brief review of G.L. Chapter 149A. After a brief discussion

On a **MOTION** made by **Prentakis**, second by **Garber**, the Select Board **VOTED** unanimously by roll call move to accept the Town Building Committee's recommendation to use the Construction Manager-At-Risk delivery method.

Roll Call by Board Member Prentakis:

Cresta:	YES
Kassiotis:	YES
Garber:	YES
Houten:	YES
Prentakis:	YES

Review and Adopt Federal Grant Policy: Town Administrator Andy Sheehan provided the Board with information on the Federal Grant Policy. A brief discussion ensued with the Assistant Town Administrator contributing to the discussion. After discussion, the Board took the following action:

On a **MOTION** made by **Prentakis**, second by **Kassiotis**, the Select Board **VOTED** unanimously by roll vote to adopt the Federal Grant Policy as presented.

Roll Call by Board Member Prentakis:

Cresta:	YES
Kassiotis:	YES
Garber:	YES
Houten:	YES
Prentakis:	YES

After the vote, the Town Administrator reported to the Board that Middleton was given the Distinguished Budget Award, noting that only 18 communities in Massachusetts were so recognized. Sheehan attributed the award to the great work that the Finance Director, Sarah Wood provides to the Town.

Review and Vote to Accept the Following Donation:

- Middleton Food Pantry - \$3,000 – Bostik, Inc.

On a **MOTION** made by **Garber**, second by **Cresta**, the Select Board **VOTED** unanimously by roll call **VOTE** to accept the \$3,000 donation to the Middleton Food Pantry from Bostik.

Roll Call by Board Member Prentakis:

Cresta:	YES
Kassiotis:	YES
Garber:	YES

Houten: YES
Prentakis: YES

Executive Session Relative to Negotiations with the Middleton Police Benevolent Association

**** Select Board Member Rick Kassiotis recused himself from this agenda item. ****

On a **MOTION** made by **Houten**, the Select Board **VOTED** to enter into Executive Session relative to negotiations with the Middleton Police Benevolent Association and will not return to open session.

Roll Call by Board Member Prentakis:

Cresta: YES
Kassiotis: Recused
Garber: YES
Houten: YES
Prentakis: YES

Adjourn

With no further business, the January 25th meeting of the Select Board adjourned.

Upcoming Meetings:

February 5, 8:30AM	Operating Budget Summit
February 8 & 22	Regular SB Meetings
March 5, 8:30AM	Capital Budget Summit
March 8 & 22	Regular SB Meetings

Respectfully submitted,



Judith A. Stickney, Minutes Secretary

Timothy P. Houten, Select Board Clerk

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

- Agenda: January 25, 2022
- Warrants
 - #2214: Payroll: \$742,878; Bills Payable: \$5,007,596
 - #2215: Payroll \$759,808; Bills Payable: \$429,613
- Minutes:
 - January 11, 2022

- Memo from Police Chief to Town Administrator, re: Recommendation to Promote Leonardo Jorge to Full-Time Police Officer, 1/20/22
- Guide to Submitting a Citizens' Petition for Special and Annual Town Meetings
- Agreement Between the Towns of Boxford, Middleton, and Topsfield, Massachusetts with Respect to the Formation of a Regional School District
- Client Advisory from Mead, Talerman and Costa, LLC: Division of Open Government Hands Down New Interpretation for Exception to Public Body Quorums Attending Meeting of Another Public Body
- Department of Homeland Security Notice of Funding Opportunity: FY 2021 SAFER Program NOFO
- Memo from Edward J. Collins Jr. Center for Public Management to Town Administrator, re: Follow Up Information, 1/21/22
- Memo from Assistant Town Administrator to Select Board and Town Administrator, re: Possible Comparable Towns for Middleton, 5/28/19
- Memo from Town Administrator to Select Board, re: Public Facilities Project – Selection of Delivery Method, GL c. 149A, 1/25/22
- Memo and related material from Town Administrator to Select Board, re: Multi-Family Districts for MBTA Communities – An Act Enabling Partnerships for Growth, Section 18 of Chapter 358 of the Acts of 2020, 1/25/22
- Financial Administration of Grants Policies and Procedures, Approved by the Select Board 1/25/22
- Middleton Food Bank Donations:
 - Bostik, \$3,000, 12/28/21
- Letter from Paul Richardson to Select Board, re: resignation, 1/18/22
- Letter from Commonwealth of Massachusetts Local Election Districts Review Commission to Select Board, re: Re-dividing Middleton into Precincts, 1/11/22
- Copy of email from Fire Chief to Dave Leary Jr., Blayke Courtemanche, John Sossei, re: Thank You!, 1/19/22

MEETING MINUTES
SELECT BOARD
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
TUESDAY, FEBRUARY 8, 2022
7:00 PM

This meeting was recorded

Present: Chair Brian Cresta, Tim Houten, Kosta Prentakis, Rick Kassiotis, Jeff Garber

Absent: None

Others Attending: Town Administrator Andy Sheehan, Assistant Town Administrator/HR Director Jackie Bresnahan, Assistant Assessor Brad Swanson, Paul Pellicelli, Mary Aicardi, Town Clerk Ilene Twiss, Toula Guarino, DPW Deputy Superintendent Ken Gibbons, Finance Director Sarah Wood, and others

7:03 PM With a quorum present, Chair Brian Cresta called the meeting to order.

ROUTINES

- **Warrant Approval:** Town Administrator Andy Sheehan provided a brief review of Warrant #2217: Payroll: \$767,936; Bills Payable: \$3,537,957; noting that the Town Accountant had reviewed the warrant and requested the Board's approval. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Prentakis**, second by **Houten**, the Select Board **VOTED** unanimously to approve the warrant as presented.

- **Town Administrator's Report:** Town Administrator Andy Sheehan provided the Board with information and updates on the following:
 - **FY2023 Budget Meetings:** Sheehan reported that they kicked off the budget development process with their first meeting on Saturday to review the operating budget. Sheehan added that the capital budget meeting will take place on March 5th.
 - **Nomination Papers Available:** Sheehan advised that nomination papers and information on open positions are available at the Town Clerk's office.
 - **Great Job to All Public Safety Employees:** Sheehan publicly thanked the DPW, the contracted snowplow drivers, and all of the public safety personnel for doing an excellent job with this last storm, noting that workers were out over 24 hours keeping the roadways safe.
 - **COVID Clinics:** The Middleton Health Department is holding COVID Vaccination Clinics every two weeks on Thursdays at the Flint Library. Sign up for a vaccination using the link on the town's website.

7:08 PM **Public Comment Period:** There were no public comments.

7:09 PM **Review and Authorize the Town Administrator to Apply for and Expend Shared Streets Grant Funds for the Design and Construction of Sidewalks on Boston Street:** Sheehan requested the Board take no action on this item. He provided the Board with more information on the project, noting that they were going to apply for the Shared Streets grant, but the deadline for completion cannot be met. They are moving forward with the sidewalk design and will be pursuing additional alternative funding for construction. He will keep the Board apprised of progress. A brief discussion ensued on the sidewalks project and funding.

7:18 PM **Continued Discussion of Compensation & Classification Plan: Update of Plan and Discussion of Policy Decisions; Mary Aicardi, Collins Center for Public Management:** Mary Aicardi met with the Select Board to provide a review of the Collins Center report and recommendations. The Board members were provided a complete copy of the Compensation and Classification Plan to refer to while Aicardi explained some of the comparisons and the processes they used to create the structure. Aicardi also reviewed the recommendations provided, including her stipends recommendations. After her presentation, Aicardi suggested that the Board take some time to review the recommendations, adding that she would be happy to return at a later date if needed. Board members had an opportunity to ask questions and get clarification on some of the recommendations and agreed they needed more time to review the report and recommendations to develop policies. The Town Administrator will put together some information for the Board to discuss at the February 22nd meeting.

8:29 PM **Review and Approve Sub-Recipient Agreements for Use of ARPA Funds:** The Town Administrator advised the Board that this has to do with the COVID test kits they have ordered to be distributed to nearby communities. The agreements are needed to recoup the money Middleton expends for the test kits, to be returned to the ARPA funds. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Select Board **VOTED** unanimously to approve the form as presented.

8:32 PM **New Business:**

- **Resignation of Paul Richardson:** Select Board member Kosta Prentakis thanked Paul Richardson for his service to the Town on the Industrial Design and Review Committee.
- **Upcoming Meetings:** Board Chair Cresta reminded all of the upcoming meetings on February 22nd, March 5th, 8:30AM for the Capital Budget Summit, March 8th and 22nd for regular Select Board meetings.

8:34 PM **Adjourn**

With no further business, on a **MOTION** made by **Kassiotis**, the February 8th meeting of the Select Board adjourned at 8:34 PM.

Upcoming Meetings:

February 22: **Regular SB Meetings**

*Middleton Select Board
February 8, 2022*

*Meeting Minutes
Page 2*

March 5, 8:30AM: Capital Budget Summit
March 8 & 22: Regular SB Meetings

Respectfully submitted,



Judith A. Stickney, Minutes Secretary

Timothy P. Houten, Select Board Clerk

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

- Agenda: February 8, 2022
- Warrants
 - Warrant #2217: Payroll: \$767,936; Bills Payable: \$3,537,957
- Classification and Compensation Review, Town of Middleton, Massachusetts
- Memo from Town Administrator to Select Board, re: COVID-19 Test Kit subrecipient agreements for ARPA reporting, 2/8/22
- Report for FY22 Current Hour Rate



MIDDLETON POLICE DEPARTMENT

65 N. MAIN STREET

MIDDLETON, MA 01949

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

<http://www.middletonma.gov>

WILLIAM P. SAMPSON
CHIEF OF POLICE

February 18, 2022

3.

Andy Sheehan, Town Administrator
Town of Middleton
Memorial Hall
48 S Main Street
Middleton, MA 01949

Re: Letter of recommendation to appoint Reserve Police Officer Kosta Agganis to Full-time Police Officer

Dear Town Administrator Sheehan,

I am sending this letter to recommend reserve police officer Kosta Agganis for consideration as the next full-time Middleton Police Officer.

Officer Agganis is a Dracut resident, where he resides with his Wife Lauren and their 16-month-old daughter Aeva. Officer Agganis currently works as a Reserve Police Officer with the Middleton Police Department. Along with Officer Agganis' employment with the Middleton Police Department, Officer Agganis is employed as the Communications Supervisor at the Fitchburg State University Police Department, a position he has held since 2018 and as a Lawrence Special Police Officer, a position he has held since 2020. Officer Agganis previously worked as a Special State Police Officer for the Massachusetts General Hospital's Police and Security Department for nearly 6 years.

Officer Agganis has completed the Massachusetts State Police Academy's full-time RTT and is currently up-to-date with all MPTC in-service training requirements. Officer Agganis holds both a Bachelor's and Master's Degree in Criminal Justice from the University of Massachusetts, Lowell, with a Minor degree in Psychology, and a Graduate Certificate in Criminal Justice Informatics.

I believe with Officer Agganis' training and experience in the field of criminal justice that he will be an asset to the Middleton Police Department as our next full-time police officer. I respectfully request that the Select Board appoint Officer Agganis to the position of full-time police officer effective February 22, 2022.

Thank you in advance for your consideration in this matter and please feel free to contact me if you have any questions or concerns.

Respectfully submitted,

Chief William P. Sampson

Chief William P. Sampson
Middleton Police Department

MIDDLETON POLICE DEPARTMENT

Department Manual
Policy No. 4.02

COMPUTERIZED VOICE STRESS ANALYZER (CVSA)

MASSACHUSETTS POLICE ACCREDITATION STANDARDS REFERENCED:		GENERAL ORDER
Effective Date: February 22, 2022	Issuing Authority <i>William P. Sampson</i> William P. Sampson Chief of Police	

I. PURPOSE

To establish guidelines governing the use and administration of technical aids used for the detection of deception in criminal investigationsⁱ and administrative investigations.ⁱⁱ

II. POLICY

It shall be the policy of the Middleton Police Department to utilize Computerized Voice Stress Analysis, hereinafter referred to as a CVSA, as an investigative tool when appropriate

The administration of CVSA examinations and the evaluation of the results of such examinations shall be conducted only by trained and certified personnel.

Any person agreeing to submit to a CVSA examination while in custody shall be provided and asked to sign the appropriate consent and Miranda waiver forms. Prior to any administration of the CVSA the subject of the examination shall be given and asked to sign the "Miranda" consent form.

III. DEFINITIONS

COMPUTERIZED VOICE STRESS ANALYZER (CVSA): A technical devise that detects, measures, and charts, the stress in a person's voice from recordings or live analysis following pre-formatted questioning.

QUALIFIED CVSA EXAMINER: A person who has satisfactorily completed a 40-hour examiners training course by a recognized instructor in the use and application of the CVSA and has completed mandatory re-training as required by the department.

IV. PROCEDURES & RESPONSIBILITIES

- A. A CVSA examination may be used as a tool to assist investigators in criminal or missing person's investigations. Examination results are not to be used for arrest or other legal action, but are intended for lead development and directing investigative effort. CVSA may be used at the request of an investigating officer and upon approval of the Chief or his/her designee.
- B. Permissible examinations:
 1. Overt Interviews – The interview is conducted with prior knowledge and consent those questions will be recorded and captured by the CVSA for analysis.
 2. Covert Interviews – The interview is designed to capture a yes or no response to specific questions. The CVSA examiner will then analyze the taped interview.
- C. Upon receipt of the request for examination the examiner will:
 1. Consult with the requesting officer to determine if the examination is warranted;
 2. Ascertain from the investigating officer what investigative goal they are attempting to establish;
 3. Formulate questions based upon the facts of the case and the investigative goal;
 4. Refuse to test any person who is, in the examiner's opinion, not physically or mentally capable of providing accurate responses;
 5. Cause completed charts to be reviewed by the administering and a second examiner before rendering an opinion as to deception.
 6. Not conduct an examination on cases they are currently assigned without approval of the Chief or his/her designee.
 7. Ensure persons under the age of 18 have written consent of a parent or legal guardian prior to testing.
- D. Victims of Sexual Violence – CVSA examination of victims of sexual violence / offenses is discouraged and shall only be conducted under limited circumstances.
 1. A victim may be asked to submit to an examination when all other recognized and accepted investigative means have been exhausted, and unexplained contradictions in the victim's statement still exist.
 2. The Chief of Police grants approval.

E. The examiner shall complete and submit appropriate reports at the conclusion of the examination. Additionally, the examiner will;

1. Maintain a written file and backup of administered CVSA examinations, to include charts, question formulations, CVSA examination report, and audio/videotapes (if applicable) of examinations. Completed charts, questions asked and the examiner's report are included in the case file stored in records.

V. PRE-EMPLOYMENT EXAMINATIONS

1. Pre-employment examinations are prohibited per MGL 149 Sec 19B.

VI. TRAINING

1. Examiners are required to successfully complete a standard course of instruction as provided by the National Institute of Truth Verification and are recertified biennially.

Select board member signature Date

MGL Chapter149/Section19B

MCE Chapter 145, Section 15B

Intermunicipal Agreement

Between

Masconomet Regional School District and the Towns of Boxford, Middleton and Topsfield

for Partial Funding of a School Resource Officer

This Intermunicipal Agreement ("Agreement"), dated _____, 2022, by and between Masconomet Regional School District, acting through its School Committee (hereinafter "School District") and the Towns of Boxford, Middleton and Topsfield, acting by and through their respective Police Chiefs and Boards of Selectmen (hereinafter "Towns") is entered into in accordance with the provisions of M.G.L. c. 40 §4A, upon the following terms and conditions:

I. Statement of Purpose

The School District and The Towns (hereinafter "Parties") agreed to the placement of a School Resource Officer (SRO) provided by the Police Departments to the School District as a viable resource in providing public safety to the School District's Middle and High School campus. This Agreement establishes a procedure for reimbursement for the sending communities to partially fund the expense of the assigned SRO(s).

II. Coordination with Memorandum of Understanding

Pursuant to M.G.L. c. 71 § 37P, on August 31, 2021, the School District, acting through its Superintendent, and the Towns, acting by and through their respective Police Chiefs, entered into a Memorandum of Understanding (MOU) for the deployment of SRO(s) at the School District.

III. Liability

Each party hereto shall be liable for the negligent or intentional acts and omissions of its employees.

IV. Term

This Agreement shall be in effect for Fiscal Year 2022. The Towns, acting through their Town Administrators, and the School District, acting through its Superintendent, shall work to develop a long-term successor agreement.

V. Miscellaneous

A. **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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

Masconomet Regional School District BY its School Committee

Masconomet Regional School District Town of Boxford BY its Board of Selectmen

BY its School Committee

Boxford Police Chief

Town of Boxford BY its Board of Selectmen

Town of Middleton BY its Board of Selectmen

Town of Topsfield BY its Board of Selectmen

Middleton Police Chief

Topsfield Police Chief

Intermunicipal Agreement

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Masconomet Regional School District BY its School Committee

Masconomet Regional School District Town of Boxford BY its Board of Selectmen

BY its School Committee

Town of Boxford BY its Board of Selectmen

Town of Middleton BY its Board of Selectmen

Boxford Police Chief

Town of Topsfield BY its Board of Selectmen

Middleton Police Chief

Topsfield Police Chief

Memorandum of Understanding
Between
Masconomet Regional School District
and
The Boxford Police Department
The Topsfield Police Department
The Middleton Police Department

This agreement (the "Agreement") is made by and between Masconomet Regional School District (the "District") and the Boxford, Topsfield and Middleton Police Departments (the "Police Departments") (collectively, the "Parties"). The Chiefs of Police of the Police Departments (the "Chiefs") and the Superintendent of the District ("the Superintendent") are each a signatory to this Agreement. The provisions of this Agreement in **bold typeface** are specifically required by law under G.L. c. 71, § 37P.

I. Purpose

The purpose of this Agreement is to formalize and clarify the partnership between the District and the Police Departments to implement a School Resource Officer ("SRO") program (the "Program") at Masconomet Regional High School and Middle School (the "School") in order to promote school safety; help maintain a positive school climate for all students, families, and staff; enhance cultural understanding between students and law enforcement; promote school participation and completion by students; facilitate appropriate information-sharing; and inform the Parties' collaborative relationship to best serve the school community.

This memorandum is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable by any person in any civil or criminal matter.

II. Mission Statement, Goals, and Objectives

The mission of the Program is to support and foster the safe and healthy development of all students in the District [or at the School] through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion is indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the "Goals and Objectives"):

- To foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, and socioeconomic status;
- To promote a strong partnership and lines of communication between school and police personnel and clearly delineate their roles and responsibilities;
- To establish a framework for principled conversation and decision-making by school and police personnel regarding student misbehavior and students in need of services;

- To ensure that school personnel and SROs have clearly defined roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations;
- To minimize the number of students unnecessarily out of the classroom, arrested at school, or court-involved;
- To encourage relationship-building by the SRO such that students and community members see the SRO as a facilitator of needed supports as well as a source of protection;
- To provide requirements and guidance for training including SRO training required by law and consistent with best practices, and training for school personnel as to when it is appropriate to request SRO intervention;
- To outline processes for initiatives that involve the SRO and school personnel, such as violence prevention and intervention and emergency management planning; and
- To offer presentations and programming to the school focusing on criminal justice issues, community and relationship building, and prevention, health, and safety topics.

III. Structure and Governance

The Parties acknowledge the importance of clear structures and governance for the Program. The Parties agree that communicating these structures to the school community, including teachers and other school staff, students, and families, is important to the success of the Program.

A. Process for Selecting SRO

The Parties acknowledge that the selection of the SRO is a critical aspect of the Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the SRO.

In accordance with state law, the Chiefs shall assign an officer whom the Chiefs believe would foster an optimal learning environment and educational community and shall give preference to officers who demonstrate the requisite personality and character to work in a school environment with children and educators and who have received specialized training in child and adolescent cognitive development, de-escalation techniques, and alternatives to arrest and diversion strategies. The Chiefs shall work collaboratively with the Superintendent in identifying officers who meet these criteria and in selecting the officer who is ultimately assigned as the SRO. The Topsfield, Boxford, Middleton Police Chiefs as well as The Superintendent and his designees shall meet twice annually to discuss the effectiveness of the SRO program and the effective of the SROs assigned to the School.

The Chiefs shall consider the following additional factors in the selection of the SRO:

- Proven experience working effectively with youth;
- Demonstrated ability to work successfully with a population that has a similar racial and ethnic makeup and language background as those prevalent in the student body, as well as with persons who have physical and mental disabilities;

- Demonstrated commitment to making students and school community members of all backgrounds feel welcomed and respected;
- Demonstrated commitment to de-escalation, diversion, and/or restorative justice, and an understanding of crime prevention, problem-solving, and community policing in a school setting;
- Knowledge of school-based legal issues (e.g., confidentiality, consent), and demonstrated commitment to protecting students' legal and civil rights;
- Knowledge of school safety planning and technology;
- Demonstrated commitment and ability to engage in outreach to the community;
- Knowledge of school and community resources;
- A record of good judgment and applied discretion, including an absence of validated complaints and lawsuits; and
- Public speaking and teaching skills.

In endeavoring to assign an SRO who is compatible with the school community, the Chiefs shall receive and consider input gathered by the Superintendent from the school principal(s) and representative groups of teachers, parents, and students, in addition to the Superintendent. **In accordance with state law, the Chiefs shall not assign an SRO based solely on seniority.**

The Chiefs shall take into account actual or apparent conflicts of interest, including whether an officer is related to a current student at the school to which the officer may be assigned as an SRO. As part of the application process, officers who are candidates for an SRO position shall be required to notify the Chiefs about any relationships with current students or staff members or students or staff members who are expected to join the school community (e.g., children who are expected to attend the school in the coming years). Any SRO who has a familial or other relationship with a student or staff member that might constitute an actual or apparent conflict of interest shall be required to notify his or her appointing authority at the earliest opportunity. The Police Department shall determine the appropriate course of action, including whether to assign another officer to respond to a particular situation, and will advise the SRO and the District accordingly. Nothing in this paragraph is intended to limit the ability of the SRO to respond to emergency situations in District schools.

B. Supervision of SRO and Chain of Command

The Boxford SRO shall be a member of the Boxford Police Department and report directly to the Boxford Police Chief. The Topsfield and Middleton Police Chiefs shall provide and attachment of Section B to the Boxford Police Chief and the Superintendent of Schools. The SRO shall be designated as a special employee of the District and shall report directly to the High School and Middle School Principals. To ensure clear and consistent lines of communication, the SRO shall meet at least monthly with the principal and any other school officials identified in Section V.A. The SRO shall ensure that the principal remains aware of material interactions and information involving the SRO's work, including, but not limited to, arrests and searches of students' persons and property, consistent with Section V.D.

C. Level and Type of Commitment from Police Department and School District

The salary and benefits of the SRO shall be covered by their appointing authority. The costs of the training required by this Agreement and any other training or professional development shall be paid by their appointing authority.

The Masconomet Regional School District will make available to the SRO dedicated locking office space, lockable file cabinets, and a desk top computer system with internet access, keys to the building and key fobs to the SRO.

D. Integrating the SRO

The Parties acknowledge that proper integration of the SRO can help build trust, relationships, and strong communication among the SRO, students, and school personnel.

The SRO shall regularly be invited to and attend staff meetings, assemblies, and other school convenings. The SRO shall also be invited to participate in educational and instructional activities, such as instruction on topics relevant to criminal justice and public safety issues. The SRO shall not be utilized for support staffing, such as hall monitor, substitute teacher, or cafeteria duty.

The Parties acknowledge that the SRO may benefit from knowledge of accommodations or approaches that are required for students with mental health, behavioral, or emotional concerns who have an individualized education program (“IEP”) under the Individuals with Disabilities Education Act or a plan under Section 504 of the Rehabilitation Act (“504 Plan”). School personnel shall notify parents or guardians of such students of the opportunity to offer the SRO access to the portions of the IEP document or 504 Plan that address these accommodations or approaches. It is within the sole discretion of the parents or guardians to decide whether to permit the SRO to review such documents. If a parent or guardian provides such permission, the SRO shall make reasonable efforts to review the documents. Whenever possible, the school shall make available a staff member who can assist the SRO in understanding such documents.

The SRO shall participate in any District and school-based emergency management planning. The SRO shall also participate in the work of any school threat assessment team to the extent any information sharing is consistent with obligations imposed by the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g) (see further information in Section V).

E. Complaint Resolution Process

The Parties shall develop and implement a simple and objective complaint resolution system for all members of the school community to register concerns that may arise with respect to the SRO or the Program. The system shall comply with Police Department

policies and shall provide for timely communication of the resolution of the complaint to the complainant. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the SRO consistent with the SRO's due process rights and any applicable employment protections.

All students, parents, guardians, teachers, and administrators shall be informed of the complaint resolution system and procedures at the beginning of each school year.

The Parties shall develop and implement a system that allows for the SRO and other Police Department officers to register concerns, including concerns about misconduct by teachers or administrators that may arise with respect to the Program.

F. Annual Review of the SRO and the SRO Program

In accordance with state law, the Boxford Police Chief and the Superintendent shall twice annually review the performance of the Boxford

SRO and the success and effectiveness of the Program in meeting the Goals and Objectives. The review shall be conducted in a meeting among the SRO, the Boxford Police Chief, and the Superintendent. A copy of the review shall be supplied to each attendee.

The Boxford Police Chief and Superintendent shall jointly develop and agree in advance on the metrics for measuring the SRO's performance and the success and effectiveness of the Program. The review shall include measures that reward the SRO's performance, subject to the terms of any applicable collective bargaining agreements, for compliance with the terms of this Agreement and the SRO's contributions to achieving the mission, purpose, goals, and objectives as set forth in Sections I and II. The review shall consider SRO efforts to prevent unnecessary student arrests, citations, court referrals, and other use of police authority. The review shall also assess the extent of the SRO's positive interactions with students, families, and staff and the SRO's participation in collaborative approaches to problem-solving, prevention, and de-escalation.

The Boxford Police Chief and Superintendent shall provide a mechanism for receiving feedback from the school community, including principal(s), teachers, students, and families of the school(s) to which the SRO is assigned. The Boxford Police Chief shall seriously consider any such feedback and shall make a good faith effort to address any concerns raised; however, the final selection and assignment of the SRO shall be within the sole discretion of the Boxford Police Chief. If the Superintendent recommends that the SRO not be assigned to a specific school, the Boxford Police Chief shall provide an explanation of any decision to maintain the SRO's assignment.

IV. Roles and Responsibilities of the SRO and School Administrators and Staff in Student Misbehavior

The Parties agree that school officials and the SRO play important and distinct roles in responding to student misbehavior to ensure school safety and promote a positive and supportive learning environment for all students.

Under state law, the SRO shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

The principal or his or her designee shall be responsible for student code of conduct violations and routine disciplinary violations. The SRO shall be responsible for investigating and responding to criminal misconduct. The Parties acknowledge that many acts of student misbehavior that may contain all the necessary elements of a criminal offense are best handled through the school's disciplinary process. The SRO shall read and understand the student code of conduct for both the District and the school.

The principal (or his or her designee) and the SRO shall use their reasoned professional judgment and discretion to determine whether SRO involvement is appropriate for addressing student misbehavior. In such instances, the guiding principle is whether misbehavior rises to the level of criminal conduct that poses (1) real and substantial harm or threat of harm to the physical or psychological well-being of other students, school personnel, or members of the community or (2) real and substantial harm or threat of harm to the property of the school.

In instances of student misbehavior that do not require a law enforcement response, the principal or his or her designee shall determine the appropriate disciplinary response. The principal or his or her designee should prioritize school or community-based accountability programs and services, such as peer mediation, restorative justice, and mental health resources, whenever possible.

For student misbehavior that requires immediate intervention to maintain safety (whether or not the misbehavior involves criminal conduct), the SRO may act to deescalate the immediate situation and to protect the physical safety of members of the school community. To this end, school personnel may request the presence of the SRO when they have a reasonable fear for their safety or the safety of students or other personnel.

When the SRO or other Police Department employees have opened a criminal investigation, school personnel shall not interfere with such investigation or act as agents of law enforcement. To protect their roles as educators, school personnel shall only assist in a criminal investigation as witnesses or to otherwise share information consistent with Section V, except in cases of emergency. Nothing in this paragraph shall preclude the principal or his or her designee from undertaking parallel disciplinary or administrative measures that do not interfere with a criminal investigation.

A student shall only be arrested on school property or at a school-related event as a last resort or when a warrant requires such an arrest. The principal or his or her designee shall be consulted prior to an arrest whenever practicable, and the student's parent or guardian shall be notified as

soon as practicable after an arrest. In the event of an investigation by the Boxford Police Department Detective or the SRO that leads to custodial questioning of a juvenile student, the Detective or SRO shall notify the student's parent or guardian in advance and offer them the opportunity to be present during the interview. It is the policy of the Boxford Police Department that the SRO's primary goal is to foster a strong relationship with students and staff. Investigations by the Boxford Police Department will primarily be conducted by the Boxford Detective not the SRO.

In accordance with state law, the SRO shall not take enforcement action against students for Disturbing a School Assembly (G.L. c. 272, § 40) or for Disorderly Conduct or Disturbing the Peace (G.L. c. 272, § 53) within school buildings, on school grounds, or in the course of school-related events.

It shall be the responsibility of the District to make teachers and other school staff aware of the distinct roles of school administration and SROs in addressing student misbehavior, consistent with this Section and this Agreement, as well as the Standard Operating Procedures accompanying this Agreement and described in Section VIII.

V. Information Sharing Between SROs, School Administrators and Staff, and Other Stakeholders

The Parties acknowledge the benefit of appropriate information sharing for improving the health and safety of students but also the importance of limits on the sharing of certain types of student information by school personnel. The Parties also acknowledge that there is a distinction between student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

A. Points of Contact for Sharing Student Information

In order to facilitate prompt and clear communications, the Parties acknowledge that the principal (or his or her designee) and the SRO are the primary points of contact for sharing student information in accordance with this Agreement. The Parties also acknowledge that, in some instances, other school officials or Police Department employees may serve as key points of contact for sharing information. Such school officials and Police Department employees are identified below

Superintendent	High School Principal
Boxford Police Primary SRO	Boxford Police Assistant SRO
Topsfield Police SRO	Middleton Police SRO
Boxford Police Chief	Middle School Principal Assistant Superintendent for F & O

Such Police Department employees are considered a part of the District's "Law Enforcement Unit" as defined in the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g).

B. Compliance with FERPA and Other Confidentiality Requirements

At all times, school officials must comply with FERPA. This federal statute permits disclosures of personally identifiable information about students contained in educational records (“Student PII”), without consent, only under specific circumstances.

When the District “has outsourced institutional services or functions” to the SRO consistent with 34 C.F.R. § 99.31(a)(1)(i)(B) of FERPA, the SRO qualifies as a “school official” who can access, without consent, Student PII contained in education records about which the SRO has a “legitimate educational interest.”

Consistent with 34 C.F.R. §§ 99.31(10) and 99.36 of FERPA, the SRO (or other Police Department employee identified in Section V.A.) may gain access, without consent, to Student PII contained in education records “in connection with an emergency if knowledge of the [Student PII] is necessary to protect the health or safety of the student or other individuals.”

These are the *only* circumstances in which an SRO may gain access, without consent, to education records containing student PII (such as IEPs, disciplinary documentation created by a school, or work samples).

FERPA does not apply to communications or conversations about what school staff have observed or to information derived from sources other than education records.

In addition to FERPA, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and state student record regulations at 603 C.M.R. 23.00. The Parties agree to collect only that student information necessary and relevant to fulfilling their respective roles, to share such information with each other only where required or allowed under this Agreement, and not to share such information beyond the sharing contemplated in this Agreement unless required to be shared by state or federal law. The Parties shall not collect or share information on a student’s immigration status except as required by law.

C. Information Sharing by School Personnel

1. For Law Enforcement Purposes

Where the principal or his or her designee learns of misconduct by a student for which a law enforcement response may be appropriate (as described in Section IV), he or she should inform the SRO. If a teacher has information related to such

misconduct, he or she may communicate this information directly to the SRO but should also communicate such information to the principal or his or her designee. The Parties agree that the sharing of such information shall not and should not necessarily require a law enforcement response on the part of the SRO but shall and should instead prompt a careful consideration of whether the misconduct is best addressed by law enforcement action, by a school disciplinary response, or by some combination of the two.

Notwithstanding the foregoing, if student information is obtained solely during a communication with school staff deemed privileged or confidential due to the staff member's professional licensure, such communication shall only be disclosed with proper consent or if the communication is subject to the limits and exceptions to confidentiality and is required to be disclosed (e.g., mandatory reporting, immediate threats of harm to self or others). Additionally, if such student information is gathered as part of a "Verbal Screening Tool for Substance Abuse Disorders," such information shall only be disclosed pursuant to the requirements of G.L. c. 71, § 97.

The Parties acknowledge that there may be circumstances in which parents consent to the disclosure of student information for law enforcement purposes (e.g., as part of a diversion program agreement) and that the sharing of information under such circumstances does not violate this Agreement.

The Parties also acknowledge that, from time to time, an emergency situation may arise that poses a real, substantial, and immediate threat to human safety or to property with the risk of substantial damage. School personnel having knowledge of any such emergency situation should immediately notify or cause to be notified both the Police Department (or the SRO if appropriate to facilitate a response) and the principal or his or her designee. This requirement is in addition to any procedures outlined in the school's student handbook, administrative manual, and/or School Committee policy manual.

Nothing in this section or this Agreement shall prevent the principal or his or her designee from reporting possible criminal conduct by a person who is not a student.

2. For Non-Law Enforcement Purposes

Based on their integration as part of the school community, SROs may periodically require access to student information for purposes that fall outside of the SRO's law enforcement role outlined in Section IV.

Student PII received by the SRO (or other Police Department employee identified in Section V.A.) that is not related to criminal conduct risking or causing substantial harm shall not be used to take law enforcement action against a student but may be used to connect a student or family with services or other supports. Prior to such a disclosure, whenever possible, the principal or his or her designee shall notify the parent, the student, or both, when such information will be shared with the SRO.

D. Information Sharing by the SRO

Subject to applicable statutes and regulations governing confidentiality, the SRO shall inform the principal or his or her designee of any arrest of a student, the issuance of a criminal or delinquency complaint application against a student, or a student's voluntary participation in any diversion or restorative justice program if:

- The activity involves criminal conduct that poses a (present or future) threat of harm to the physical or psychological well-being of the student, other students or school personnel, or to school property;
- The making of such a report would facilitate supportive intervention by school personnel on behalf of the student (e.g., because of the Police Department's involvement with a student's family, the student may need or benefit from supportive services in school); or
- The activity involves actual or possible truancy.

The SRO shall provide such information whether the activity takes place in or out of school, consistent with the requirements of G.L. c. 12, § 32 (Community Based Justice information-sharing programs) and G.L. c. 71, § 37H (setting forth potential disciplinary consequences for violations of criminal law).

When the SRO observes or learns of student misconduct in school for which a law enforcement response is appropriate (as described in Section IV), the SRO shall convey to the principal or his or her designee as soon as reasonably possible the fact of that misconduct and the nature of the intended law enforcement response, and when the SRO observes or learns of student misconduct that does not merit a law enforcement response, but that appears to violate school rules, the SRO shall report the misconduct whenever such reporting would be required for school personnel.

VI. Data Collection and Reporting

In accordance with state law, the SRO and school administrators shall work together to ensure the proper collection and reporting of data on school-based arrests, citations, and court referrals of students, consistent with regulations promulgated by the Department of Elementary and Secondary Education.

VII. SRO Training

In accordance with state law, the SRO shall receive ongoing professional development in:

- (1) child and adolescent development,
- (2) conflict resolution, and
- (3) diversion strategies.

Additional areas for continuing professional development may include, but are not limited to:

- Restorative practices
- Implicit bias and disproportionality in school-based arrests based on race and disability
- Cultural competency in religious practices, clothing preferences, identity, and other areas
- Mental health protocols and trauma-informed care
- De-escalation skills and positive behavior interventions and supports
- Training in proper policies, procedures, and techniques for the use of restraint
- Teen dating violence and healthy teen relationships
- Understanding and protecting civil rights in schools
- Special education law
- Student privacy protections and laws governing the release of student information
- School-specific approaches to topics like bullying prevention, cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning

The SRO shall also receive certified basic SRO training on how to mentor and counsel students, work collaboratively with administrators and staff, adhere to ethical standards around interactions with students and others, manage time in a school environment, and comply with juvenile justice and privacy laws, to the extent that such training is available.

The SRO shall attend a minimum of 16 hours of training per year.

Where practicable, the District shall also encourage school administrators working with SROs to undergo training alongside SROs to enhance their understanding of the SRO's role and the issues encountered by the SRO.

VIII. Accompanying Standard Operating Procedures

This Agreement shall be accompanied by Standing Operating Procedures that shall be consistent with this Agreement and shall include, at a minimum, provisions detailing:

- The SRO uniform and any other ways of identifying as a police officer;
- Duty hours and scheduling for the SRO;
- Use of police force, arrest, citation, and court referral on school property;
- A statement and description of students' legal rights, including the process for searching and questioning students and when parents and administrators must be notified and present;
- The chain of command, including delineating to whom the SRO reports, how often the SRO meets with the principal or his or her designee, and how school administrators and the SRO work together, as well as what procedure will be followed when there is a disagreement between the administrator and the SRO;
- Protocols for SROs when school administrators, teachers, or other school personnel call upon them to intervene in situations beyond the role prescribed for them in Section IV;
- Performance evaluation standards, which shall incorporate monitoring compliance with this Agreement and use of arrest, citation, and police force in school;
- Protocols for diverting and referring at-risk students to school- and community-based supports and providers; and

- Clear guidelines on confidentiality and information sharing between the SRO, school staff, and parents or guardians.

IX. Effective Date, Duration, and Modification of Agreement

This Agreement shall be effective as of the date of signing.

This Agreement shall be reviewed annually prior to the start of the school year. This Agreement remains in full force and effect until amended or until such time as either of the Parties withdraws from this Agreement by delivering written notification to the other Party.

Upon execution of this Agreement by the Parties, a copy of the Agreement shall be placed on file in the offices of the Chief and the Superintendent. The Parties shall also share copies of this Agreement with the SRO, any principals in schools where the SRO will work, and any other individuals whom they deem relevant or who request it.

Michael Harvey, Ed.D.
Superintendent of Schools
August 31, 2021

Jeffrey D. Sanas
Assistant Superintendent of Schools

James B. Riter
Chief of Police
August 31, 2021

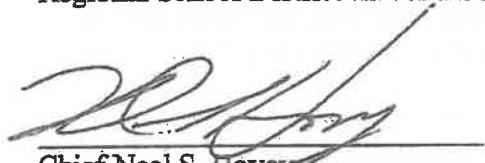
Neal S. Hovey
Chief of Police, Topsfield

William P. Sampson
Chief of Police, Middleton

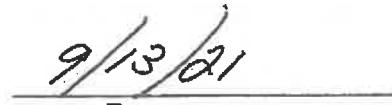
Topsfield Police Department Attachment Section B:

The Topsfield SRO shall be a member of the Topsfield Police Department and a Massachusetts Certified School Resource Officer. He or She shall report directly to the Topsfield Chief or his designee. The SRO shall be designated as a special employee of the District and shall report directly to the High School and Middle School Principals. To ensure clear and consistent lines of communication, the SRO shall meet at least monthly with the principal and any other school official identified in Section V.A. The SRO shall ensure that the principal remains aware of material interactions and information involving the SRO's work, including, but not limited to arrests and searches of students' persons and property, consistent with Section V.D.

The Topsfield Police Chief will determine how information is communicated to the Masconomet Regional School District and/or the Boxford Police Chief.



Chief Neal S. Hovey
Topsfield Police Department

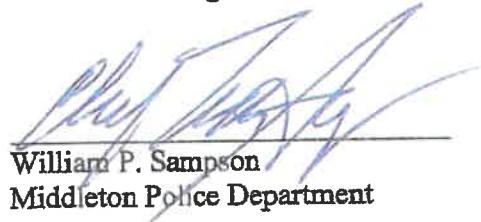


Date

Middleton Police Department Attachment Section B:

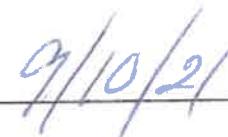
The Middleton SRO shall be a member of the Middleton Police Department and a Massachusetts Certified School Resource Officer. He or she shall report directly to the Middleton Chief or his designee. The SRO shall be designated as a special employee of the District and shall report directly to the High School and Middle School Principals. To ensure clear and consistent lines of communication, the SRO shall meet at least monthly with the principal and any other school official identified in Section V.A. The SRO shall ensure that the principal remains aware of material interactions and information involving the SRO's work, including, but not limited to arrests and searches of students' persons and property, consistent with Section V.D.

The Middleton Police Chief will determine how information is communicated to the Masconomet Regional School District and/or the Boxford Police Chief.



William P. Sampson
Middleton Police Department

Date



9/10/21



OFFICE OF THE TOWN ADMINISTRATOR

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

6.

MEMORANDUM

TO: Select Board

FROM: Andrew J. Sheehan, Town Administrator; Jackie Bresnahan, Assistant Town Administrator/HR Director

DATE: February 18, 2022

RE: Compensation and Classification Implementation Overview

Now that the Board has had some time to review the Collins Center Report on Compensation and Classification from Mary Aicardi, we have worked on a proposed implementation strategy based on her recommendations. We also worked to review and incorporate feedback received from the Board to date on the policy questions raised by the Collins Center's findings. We have taken a three-phase approach to these recommendations:

Phase 1 – Position Based Phase

Phase 1 focuses on three facets of Mary's report, one of which has cost impacts. We have broken them down below for decision making purposes. This phase is based on the positions, not the employees who currently fill those roles. Phase 1 includes

- Cleaning up the Town's stipend strategy including an updated travel reimbursement policy and a cell phone expense policy (both of which will be before the Board on February 22nd)
- Bringing current position holders to the minimum wage of their grade, which means voting to accept the Collins Center grades and wage ranges. We recommend doing this as of July 1, 2022. The cost is approximately \$30k in additional salary dollars and we will add this to the FY 2023 operating budget
- Adopting a Personnel Evaluation Policy that would take effect this year to create an evaluation baseline for all employees

Phase 2 – Incumbent Based Phase

Phase 2 would focus on how current employees would be placed within the wage scales in each grade. This is detailed in the "One-Time Adjustment Policy" attached. We are looking for feedback from the Board regarding the overall methodology behind the criteria. The goal was to make quantitative criteria based on factual employment data that would make for fair and equitable placements in the grades. We are looking for general feedback from the Board on the criteria. Once we have general consensus on the criteria, we will cost out the impacts for the Board's next meeting

and provide a total cost. Our preference is to implement on July 1, 2022. However, depending on the cost it may have to be funded over multiple years. No matter the implementation date, we would like feedback based on the criteria without the cost impacts so that reviewing individual impacts does not affect the quantitative criteria.

Phase 3 – Ongoing Maintenance

Once the Board has made policy decisions on Phases 1 and 2, we would move to Phase 3. Phase 3 focuses on two items: keeping the wage scales for each grade competitive with the outside market and providing the structure and mechanism for how employees move up within their grades. This would include two policies we would bring to the Board. The first would focus on the wage ranges- how frequently and by what method we increase them. The second would detail some sort of step/merit/increase program for how an employee could move up within the grade. Whether that program would be personnel evaluation based or not, we would have established a baseline performance evaluation program in phase 1 that could be incorporated into a merit system or work alongside a step program. The details of this phase will be ironed out in the coming months.

Summary

There is a significant amount of follow up to be done from the Collins Center report. The goal of this Implementation Plan is to line up the necessary policy decisions for moving forward in an equitable and time sensitive way.

Enclosed in this packet are the draft updates for the travel and cell phone policies as well as the Implementation Phases and Schedule outline that would begin the changes for phase 1 and outline for the Administration and employees when and how changes would be taking place. We have also included a chart outlining the Phase 1 changes. Finally, we have a draft version of the Phase 2 “One-Time Adjustment Policy.” We are only seeking your feedback on that policy to ensure that we are moving in the right direction. We would not move forward with a formal recommendation for the Board until we have fully costed out the financial impact of that decision.



SELECT BOARD

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

CELL PHONE REIMBURSEMENT POLICY

DRAFT FEBRUARY 22, 2022

POLICY

The Town of Middleton has determined that the limited use of cellular phones by Town employees is beneficial to town operations and enhances employee efficiency. To control costs the Town Administrator's Office shall determine which employees will be assigned town cell phone privileges. Town-issued cell phones are not a personal benefit and generally should not be used for personal communication. All employees should take time to become familiar with the various cell phone functions. The cell phone should be placed where it is easy to see and reach. Employees should bear in mind that cell phone calls can be intercepted and should take proper precautions when discussing confidential information.

ACCOUNTABILITY

Employees are responsible for the cell phones that have been issued to them. When an employee leaves the Town, all equipment must be returned to the Town. If an employee no longer needs a cell phone, a Department Head should notify the Town Administrator's office.

PERSONAL CELL PHONES

An employee who is not assigned a Town cell phone may be designated by the Town Administrator's Office to use a personal cell phone for Town business calls and receive reimbursement via the Town's reimbursement procedures. A designated employee will receive reimbursement of \$30 per month. To receive reimbursement, an employee must adhere to the following reimbursement procedures.

An employee:

- Must be designated by the Town Administrator
- Agree that all other cell phone costs are the employee's responsibility
- Agree to provide the number to the Town Administrator's office for distribution to selected Town personnel
- Agree to monitor the cell phone while off work and be reasonably reachable via the cell phone for official Town business calls
- File the appropriate reimbursement paperwork quarterly with the Department Head and within the deadlines set by the Town Accountant's Office within the fiscal year.

These rates are based on what the Town would pay if the phone plans were issued through the Town's provider. **They are not intended to pay the full cost of the employee's phone or for the rental/purchase of the device itself.**

REQUIREMENTS

All employees issued a Town cell phone should familiarize themselves with this policy. Failure to adhere to established rules and regulations may result in the loss of their cell phone privileges.

Appendix E: Travel Reimbursement Policy – Adopted June 5, 2021

Draft Changes as of February 22, 2022

I. Purpose

The purpose of this policy is to establish procedures for authorizing travel and training expenses by Town employees, elected officials, and appointed officials for Town business, and to establish procedures for the reimbursement of the cost of authorized travel and other expenses.

II. General Policy

Training shall be defined as those conferences or sessions that provide certification or learning environment for employees, elected officials and appointed officials pursuant and relevant to their current positions.

It shall be the general policy of the Town to allow board members and employees travel to training sessions, seminars and meetings of professional associations under the following guidelines.

All travel is contingent upon the availability of funds in the proper budgetary account.

The Town expects employees and board members to act responsibly and professionally when incurring and submitting costs. The organization will reimburse employees and board members for reasonable expenses on pre-approved business. This includes, for example, travel fares, accommodations, meals, tips and telephone and fax charges.

All regular travel by an employee in a personal vehicle is subject to this policy. No reimbursement or stipend will be authorized for payment by the Town Accountant's Office without adhering to this policy.

III. Approval Authority

The responsibility for keeping within the travel budget of each activity lies with the approving authority. The authorization of all trips involving budgeted funds is as follows:

- A. Town Administrator shall authorize travel and training by the Department Heads and appointed officials. This includes all requests for reimbursement.
- B. The Department Head shall authorize travel by employees within their department. This includes all requests for reimbursement.

IV. Procedure

All travel and training outside of Massachusetts must be authorized in advance. Only those expenses allowed by this policy will be reimbursed.

A. General Procedures – Intermittent Travel

1. Travel request and approvals are to be made on the Travel Request Form which can be obtained on the town's website.
2. Travel Request Forms shall be submitted to the authorizing party (see part III).
3. The authorizing party will sign and return the employee copy to the employee and will forward the signed original to the Town Accountant's office.
4. Upon completion of the trip, the traveler will complete the Travel Expense Report (attachment B) as explained in sections V and VI, and route it back to the authorizing party for approval of the expense reimbursement.
5. Within 10 days of when the travel occurred the Travel Expense Report and all included receipts will then be sent to Accounting to be processed for payment.

B. General Procedures – Regular Travel

1. Regular Travel shall be defined as employees who utilize their personal vehicle for Town purposes more than twice per month to conduct the regular business of their department.
2. Regular Travel is subject to the same reimbursement expense guidelines and travel expense reporting requirements as all other travel, but Regular Travel can be grouped together in monthly reports for the purposes of processing.
3. All regular travel will be processed as a vendor warrant reimbursement. No travel reimbursements shall be made a stipend or as part of the payroll warrant, except as allowed by contract with the Select Board.

V. Reimbursable Expense Guidelines

A. Travel/Transportation

1. *Air Travel*

Travelers are encouraged to fly coach class with the lowest available airfare for non-stop travel. The passenger's portion of the airline ticket or the original transportation receipt must be submitted with the traveler's Expense Reimbursement Form; boarding passes alone are not sufficient.

2. *Car Rentals*

If a car rental is required, travelers are requested to rent mid-sized or compact vehicles. Travelers will be reimbursed for the fuel costs associated with

renting a vehicle. Rental receipts must be submitted with the expense report for reimbursement.

3. Personal Vehicles

If an employee is using their personal vehicle for travel, they are entitled to request reimbursement for mileage at the IRS standard mileage rate. Charges for gasoline, repairs, depreciation, towing, vehicle maintenance, insurance and other similar expenditures will not be allowed. These are considered operating costs of the vehicle and are covered in the IRS mileage rate.

Mileage to and from the event is to be budgeted and requested for reimbursement by using the Travel Expense Form as a portion of the reimbursement for the total event cost. These costs should not be submitted for reimbursement as part of routine business mileage.

In addition to mileage, the following expenses may be reimbursed:

- Reimbursement for tolls at the established rates. The employee should include receipts or identify the date, location and amount of the toll paid.
- Reasonable and necessary parking charges, including airport parking fees at the long-term reduced parking rate.
- Reasonable valet parking services, if self-park is not available.

B. Accommodations

Travelers will be reimbursed for reasonable hotel accommodations. Discounted room rates should be requested at the time of room booking. Travelers are entitled to accommodations that are suitably located and meet reasonable standards for safety, cleanliness and comfort.

Charges caused by failure to cancel guaranteed reservations are not reimbursable. Attending travelers:

- Should ask for the hotel's cancellation policy at the time of booking,
- Notify either the hotel or the organization with whom the reservation was made to cancel a room reservation,
- Remember that cancellation deadlines are based on the local time at the destination hotel, and
- Request and record the cancellation number in case of billing disputes.

C. Meals

Per Diem rates for meal and incidentals will be provided; no receipts are required. The per diem rate is established by the IRS and varies by location. Per diem rates will not be paid where other meal arrangements are provided, such as a luncheon included with an event. See <https://www.gsa.gov/portal/content/104877> to calculate the per diem rate for Meals and Incidental Expenses (M&IE) for the destination.

If the employee would rather be reimbursed for all actual meal expenses incurred, itemized meals receipts must be submitted with the Travel Expense Report. Taxes will not be reimbursed. Gratuities not exceeding 20% are eligible for reimbursement. No alcohol purchases will be reimbursed at any time for any circumstances.

If a meal is included in the registration fee for a conference, the overall registration fee will be reimbursed.

D. Other Travel Expenses

In-room movies and other charges billed to the traveler's hotel room that have no bearing to the legitimate nature of the travel, are the responsibility of the traveler and will not be reimbursed by the Town.

E. Non Reimbursable Expenses

The following list includes examples of non-reimbursable expenses:

- Personal travel insurance
- Childcare
- Expenses incurred by spouses, children, or relatives
- In-room movies or video games
- Sporting activities, shows, etc.
- Alcoholic beverage purchases
- Sales tax

VI. Vacation and Spouse Travel

A. Combining Business and Vacation

If an employee wishes to combine a business trip with a vacation:

1. The proper approval authority (section II) must approve the arrangement
2. The Town will provide only the reimbursement that covers the actual expenses of the business portion of the trip

3. The employee must specify on the Travel Authorization Form the dates of the conference or meeting and the total days of the trip in order to compute vacation time. A Time Off Request form must also be submitted with Payroll to the Treasurer's Office for all time taken as vacation.

B. Travel with Spouse and/or Family

Spouses and/or family members may accompany an employee on official trips. However, the Town will provide reimbursement for only those expenses which the employee would normally incur if traveling alone.

VII. Travel Expense Report

The Travel Expense Report should be used in order to receive a reimbursement from the Town. Travelers should submit their expense reports no later than 10 working days after return from the trip. Expense report lodging receipts must reflect no more than single accommodation rates for the employees/officials. The employee will complete the expense report and attach original bills and receipts to support the following expenditures:

- Lodging
- Transportation costs
- Support of mileage calculation (Google Maps or MapQuest printout)
- Registration fees
- Car rental
- Vehicle Expenditures (parking, tolls)

If the actual expenses considerably exceed the original estimate on the Travel Authorization Request, a justification statement must be attached.

A. Approval and Processing of Travel Expense Reports

1. Reimbursement Requests will be submitted to the authorizing party for approval (section III). After approval by the authorizing party, the Travel Expense Form will be forwarded to the Accounting Department as part of your bi-weekly warrant package.
2. The Town Accountant/CFO will determine that the reimbursement form has been properly approved, that it is mathematically correct, and that the requested reimbursements agree to the submitted receipts are within the limits set forth by this policy. If an error is found in the reimbursement request, the requesting party will be informed and the error will be corrected before payment is made.

3. Before the reimbursement is made, the Accounting Department will determine that there is sufficient unexpended appropriation in the expenditure line item or that an amount sufficient to pay the request has been encumbered.

Any parties submitting or approving a falsified Travel Expense Report form will be subject to disciplinary action.

Recommended Classification and Compensation Structure

GRADE	TITLE	DEPARTMENT	PAY RANGE
E	DPW Superintendent	DPW	\$45.00 - \$58.50
E	Assistant Town Administrator/HR Director	TA	
D	Principal Assessor	Assessing	\$40.00 - \$52.00
D	Building Commissioner	Building	
D	Council on Aging Director	COA	
D	Deputy DPW Superintendent	DPW	
D	Health Director	Health	
D	Library Director	Library	
D	Town Planner	Planning	
D	Treasurer/Collector	Treasurer/Collector	
C	Conservation Agent	Conservation	\$35.00 - \$45.50
C	Assistant Library Director	Library	
B	Assistant Assessor	Assessing	\$27.00 - \$35.10
B	Assistant Town Clerk	Town Clerk	
B	Assistant Treasurer-Collector	Treasurer/Collector	
A	Assistant COA Director	COA	\$24.00 - \$31.20
A	Administrative Assistant to Police Chief	Police	
A	Administrative Secretary to Town Administrator	TA	

Implementation Phases and Schedule

Phase 1 of C/C Implementation – Recommended Implementation Date: July 1, 2022 (FY 2023)

Position based phase

1. Clean up stipends
 - a. Cell-phone and mileage policies – *See attached revision to "Travel Expense Reimbursement Policy" and new "Cell Phone Reimbursement" policy*
 - b. Moving position-like stipends into base pay
2. Move all employees to the base rate of pay for their position
 - a. 6 positions across grades A-D
 - b. **Total cost approx. \$30K**
3. Adopt a Personnel Evaluation Policy
4. Provide training to all department heads and supervisors on conducting evaluations
5. Complete baseline Personnel Evaluations between May and July 2022

Phase 1 of C/C Implementation total salary impact: \$30k through comp reserve line in FY 23 budget

Phase 2 of C/C Implementation – Recommended Implementation Date: July 1, 2022 (FY 2023)

Based on cost impacts could be phased in over 2 fiscal years

Incumbent based phase

1. One-time, in-grade increase in salaries for all current employees based on date of Select Board vote in Winter/Spring 2022
2. Based on written policy including longevity in Middleton; longevity within role; education; expertise – *see draft "One Time Adjustment Policy"*
3. COLAs for FY 23 applied after one-time adjustments

Phase 2 of C/C Implementation can only be determined once criteria are determined, voted by the Board, and calculated. If Board is generally receptive to criteria, we will calculate impact for next meeting.

Phase 3 of C/C Implementation – the ongoing phase – all changes take effect July 1, 2023 (FY 2024)

1. Every year an updated C/C schedule will be provided to the Board as part of Saturday Budget Day. Any proposed staffing changes will be highlighted. The TA, ATA, and FD will also provide an updated set of wage ranges for each grade. Changes to the grades will be made based on an agreed upon escalator (usually same percentage as the year's COLA adjustment). A provision in the Employee Handbook will require a wider, in-house market survey every three years for accuracy.
2. Adopt a merit/step/salary increase program of some kind, potentially in conjunction with the above adopted Personnel Evaluation Policy – **Target adoption date: December 31, 2022 for implementation in FY 2024**

Compensation and Classification System: Town of Middleton Non-Union Employees FY 2022-2023* (Phase 1 ONLY)

															Phase 1							
		Current										Stipend Clean Up			Bring to grade minimum	Final FY 22 Rate	FY 22 Rate Annualized for illustrative purposes		FY 23 with phase 1 and COLA			
		Current Stipends by \$ Amount	Reason for stipend	Middleton Base Pay FY 22 (based on 52.2)(no stipends)*			Total current FY 22 annual pay	FY 23 - with 2.5 COLA ONLY	Collins Center Proposed Wage Range by Grade (30%)	Proposed stipends to keep as stipend	New Annual Base with stipends being sunsetted included	FY 22 Hourly rates incorporating stipends that should be with position	FY 22 Difference between current and minimum of grade	FY 22 Rates with increases to minimums	FY 22 Annual Base Pay with increases to minimums (no stipends)	Proposed Final FY 22 Annual Pay at min (with stipends)	Proposed FY 23 Base Pay (2.5% COLA) based on Phase 1 changes	FY 23 with 2.5% COLA on base and stipends				
GRADE	Position Title			Hourly	Hours	Annual			Min	Max												
E	DPW Sup.	1235	Clothing	\$ 53.56	40.0	\$111,833.28	\$113,068.28	\$115,864.11	\$45.00	\$58.50	\$1,235.00	\$113,068.28	\$53.56		\$53.56	\$111,833.28	\$113,068.28	\$114,629.11	\$115,864.11			
E	ATA/HR Director	0		\$ 52.70	40.0	\$110,037.60	\$110,037.60	\$112,788.54				\$110,037.60	\$52.70		\$52.70	\$110,037.60	\$110,037.60	\$112,788.54	\$112,788.54			
D	Principal Assessor	3500	Facilities	\$ 42.67	40.0	\$89,094.96		\$98,422.33	\$40.00	\$52.00	\$3,500.00	\$92,694.96	\$44.39		\$44.39	\$92,694.96	\$96,194.96	\$95,012.33	\$98,512.33			
D	Building Comm.	0	Travel/Mileage	\$ 43.41	40.0	\$90,640.08	\$90,640.08	\$92,906.08				\$90,640.08	\$43.41			\$90,640.08	\$90,640.08	\$92,906.08	\$92,906.08			
D	COA Director	312	Phone	\$ 34.65	40.0	\$72,349.20	\$72,661.20	\$74,469.93				\$72,661.20	\$34.80	\$5.35	\$40.15	\$83,832.00	\$83,832.00	\$85,927.80	\$85,927.80			
D	Deputy DPW Sup.	5000	Winter Operations	\$ 45.91	40.0	\$95,860.08		\$107,991.58				\$100,860.08	\$48.30		\$48.30	\$100,860.08	\$102,095.08	\$103,381.58	\$103,381.58			
D	Health Director	3500	Facilities																			
D		1235	Clothing																			
D		5000	IT Liason	\$ 46.23	40.0	\$96,528.24		\$114,892.45				\$5,000.00	\$107,479.24	\$51.47		\$51.47	\$107,479.24	\$112,479.24	\$110,166.22	\$123.50		
D		8337	Sup. ConComm																\$115,166.22			
D		2614	ACO																			
D	Library Director**	3500	Facilities	\$ 46.98	40.0	\$98,094.24	\$101,594.24	\$104,046.60			\$3,500.00	\$98,094.24	\$46.98		\$46.98	\$98,094.24	\$101,594.24	\$100,546.60	\$104,046.60			
D	Town Planner	480	Phone	\$ 39.85	40.0	\$83,206.80	\$83,686.80	\$85,766.97				\$83,686.80	\$40.08	\$0.15	\$40.23	\$84,000.00	\$84,000.00	\$86,100.00	\$86,100.00			
D	Treasurer/Collector	1000	T/C Edu Statute	\$ 47.12	40.0	\$98,386.56	\$99,386.56	\$101,846.22				\$1,000.00	\$98,386.56	\$47.12		\$47.12	\$98,386.56	\$99,386.56	\$100,846.22	\$101,846.22		
C	Conservation Agent	0		\$ 37.47	40.0	\$78,237.36	\$78,237.36	\$80,193.29	\$35.00	\$45.50		\$78,237.36	\$37.47		\$37.47	\$78,237.36	\$78,237.36	\$80,193.29	\$80,193.29			
C	Asst. Library Director***	0		\$ 30.02	40.0	\$62,681.76	\$62,681.76	\$64,248.80				\$62,681.76	\$30.02	\$4.98	\$35.00	\$73,080.00	\$73,080.00	\$74,907.00	\$74,907.00			
B	Assessing Asst.	0		\$ 26.25	40.0	\$54,810.00	\$54,810.00	\$56,180.25	\$27.00	\$35.10		\$54,810.00	\$26.25	\$0.75	\$27.00	\$56,376.00	\$56,376.00	\$57,785.40	\$57,785.40			
B	Asst. Town Clerk****	0		\$ 26.61	40.0	\$55,561.68	\$55,561.68	\$56,950.72				\$55,561.68	\$26.61	\$0.39	\$27.00	\$56,376.00	\$56,376.00	\$57,785.40	\$57,785.40			
B	Assistant Treasurer/Collector	0		\$ 29.83	40.0	\$62,285.04	\$62,285.04	\$63,842.17				\$62,285.04	\$29.83		\$29.83	\$62,285.04	\$62,285.04	\$63,842.17	\$63,842.17			
A	Asst. COA Director	180	Phone	\$ 21.85	40.0	\$45,622.80	\$45,802.80	\$46,943.37	\$24.00	\$31.20		\$45,802.80	\$21.94	\$2.15	\$24.09	\$50,292.00	\$50,292.00	\$51,549.30	\$51,549.30			
A	Adm. Asst. to Police Chief	0		\$ 26.37	24.0	\$33,036.34	\$33,036.34	\$33,862.24				\$33,036.34	\$26.37		\$26.37	\$33,036.34	\$33,036.34	\$33,862.24	\$33,862.24			
A	Admin Secretary to TA	0		\$ 24.33	19.0	\$24,130.49	\$24,130.49	\$24,733.76				\$24,130.49	\$24.33		\$24.33	\$24,130.49	\$24,130.49	\$24,733.76	\$24,733.76			

* Salaries are based on current work week hours by position which may vary over time.

and are based on FY 22 and a 52.2 week year. Wage ranges are based on 52.0 weeks.

Note that this is for illustrative purposes and to 2 decimal places while payroll in MUNIS is processed to 4 decimal places

**Based on Melissa Gaspar as Director as submitted to Collins Center and based on proposed increase to 40 hours

***Based on Loretta Johnson as AD as submitted to Collins Center

****Stipends left out of base include Statutory Stipends, duties that could go with any position, phone/travel

*****Based on proposed 40 hour week office schedule for Town Clerk's Office for FY 23

Compensation and Classification One-Time Adjustment Policy

Purpose: The purpose of this policy is to establish written criteria approved by the Select Board to place all current employees into their grade under the new Compensation and Classification schedule.

Scope: Employees subject to this policy are those who were employed as of February 22, 2022 in any of the non-union positions listed on the Compensation and Classification Schedule. This is a one-time adjustment to complete the implementation of the Compensation and Classification study and it will have no effect on former or future employees of the Town of Middleton.

Grades: All grades and placement of positions in grades were established by the Collins Center. No action taken to place incumbents within their established grade is meant to undermine or change the placement of any position within a grade. All grades, per the Collins Center recommendation, have a 30% difference between the maximum and the minimum of the grade.

Current Pay: No action as a result of this policy will result in a decrease in pay for an employee as part of this one-time adjustment. No employee, as a result of this one-time adjustment, would exceed the current wage range for their grade.

Categories of Criteria:

- **Longevity in position**
 - Defined as years spent working full-time in the same or equivalent position, regardless of municipality as of July 1, 2022
- **Longevity in position in Middleton**
 - Defined as years spent working full-time in Middleton in current position as of July 1, 2022
- **Education/Expertise**
 - Defined as a degree, certification, certificate, etc. in the policy area in which the incumbent currently works and which is above the requirements listed in the job description as of July 1, 2022

Longevity in position scale:

5 years or less = 0% in range

6-10 years = 20% in range

11-15 years = 40% in range

16-20 years = 60% in range

21+ years = 80% in range

Longevity in position in Middleton – add \$ 0.10/hour for every 5 years of service

Education/Expertise – add \$ 0.25/hour/degree or certification above and beyond the job description requirement

This policy is effective for these one-time changes only

7

THE SCOPE OF SERVICES ADDED BY THIS AMENDMENT IS FOR A CM AT RISK PROJECT ONLY. THE SCOPE OF SERVICES SPECIFIED BELOW INCLUDES ARTICLES 8.1, 8.3, 8.4, 8.5, 8.6, 8.7 AND 8.8. THE SERVICES SPECIFIED IN ARTICLE 8.1 HEREIN ARE INTENDED TO SUPPLEMENT (OR BE ADDITIVE) AND NOT SUPERCEDE ARTICLE 8.1 IN THE ORIGINAL STANDARD CONTRACT BETWEEN THE PARTIES.

ARTICLE 8: BASIC SERVICES

In addition to those Basic Services included in the original Contract between the Parties, the Owner's Project Manager shall perform the following Basic Services during the Design Development/Construction Documents/Bidding/Construction/Completion Phases:

8.1 Project Management

- 8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Authority, Owner's Project Manager, Designer, Contractor, Subcontractors and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor submittal logs, change order reporting and other tracking logs, as needed. The draft communication plan shall be submitted to the Owner for approval within 30 days of the Approval to proceed to Construction Documents/Bidding Phase and be further updated as needed to include the award of a construction contract and/or no later than 30 days after Approval to Proceed to the Construction Phase. The Owner's Project Manager shall include the Designer and the Contractor in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.
- 8.1.1.2 The Owner's Project Manager shall assist the Owner in the preparation of all information, material, documentation, and reports that may be required or requested by the Authority, including without limitation, documentation related to incentive reimbursement percentage points that may be awarded to the Owner by the Authority, requests for reimbursement, and audit materials.
- 8.1.1.3 The Owner's Project Manager shall prepare agendas for and attend building committee meetings, attend meetings with other representatives of the Owner, municipal administration, and attend neighborhood meetings relating to the Project. The Owner's Project Manager shall be responsible for taking minutes of all of the above-referenced meetings and distributing them to the Owner until such time as the Owner has given the CM at Risk a Notice to Proceed pursuant to an Owner-CM at Risk contract in which case, the CM at Risk shall be responsible for taking minutes. On behalf of the Owner, the Owner's Project Manager shall review the minutes prepared by the CM at Risk for accuracy and completeness and shall advise the Owner accordingly.
- 8.1.1.4 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, CM at Risk, equipment vendors and all other prime contractors and suppliers and make recommendations to the Owner relative to amounts due.

8.1.2 Project Control

8.1.2.2 During the Design Development/Construction Documents/Bidding Phase, the Owner's Project Manager shall monitor and report to the Owner and the Authority any variations to the Project Budget and Schedule established by Owner's Project Manager and approved by the Owner.

8.1.2.1 Project Budget

The Owner's Project Manager will use the baseline Project Budget as the Project control against which all Designer estimates, contractor bids, Guaranteed Maximum Price (if applicable), and other cost information will be measured. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

The Owner's Project Manager shall prepare revisions to the baseline Project Budget, as needed, and submit them to the Owner for approval.

8.1.2.2 Cost Estimating

The Owner's Project Manager shall, as a reimbursable expense, prepare detailed independent cost estimates as specified in each Design phase (design development and construction documents), until such time as the CM at Risk has been given a Notice to Proceed. The Owner's Project Manager shall record and track the cost estimates at each Design phase and submit this information with each design submittal due to the Authority using the Authority's Cost Estimate Comparison Spreadsheet. If the Owner requires the Owner's Project Manager to prepare an independent cost estimate, the Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the Owner of any variances.

In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of the Design phases, the Owner's Project Manager shall consult with the Designer and the CM at Risk and recommend to the Owner appropriate revisions to the scope of work.

The Owner's Project Manager shall provide cost estimating services, as may be required, to develop cash flows.

The Owner's Project Manager shall review all construction cost estimates (design development and construction documents) provided by the Designer and/or the CM at Risk; provide advice, consultation, guidance and assistance to the Owner concerning said construction cost estimates; and work with the Designer and the CM at Risk as necessary to reconcile any variances in the construction cost estimates provided by each of them.

8.1.2.3 Project Schedule

The Owner's Project Manager shall prepare a detailed baseline Project Schedule
Base OPM Contract Amendment for CM at Risk (Art. 8.1 & 8.3 - 8.8) v. 11.29.2010

in a form acceptable to the Owner, which will serve as the Project control against which all Project progress will be measured. The Owner's Project Manager shall submit this detailed baseline Project Schedule to the Owner within 30 days of Approval to proceed to the Design Development/Construction Documents/Bidding Phase. The Owner's Project Manager shall maintain and update the Project Schedule throughout the term of this contract. The Owner's Project Manager shall assess the actual progress of the Project relative to the baseline Project Schedule and report any variance from the baseline Project Schedule as part of the Monthly Progress Report.

In the event that actual progress of the Project varies from the baseline Project Schedule, the Owner's Project Manager shall consult with the Designer and the CM at Risk and make appropriate recommendations to the Owner relative to actions that should be taken by the Designer or the CM at Risk to achieve the baseline Project Schedule and/or recommend revisions to the Project Schedule. The Owner's Project Manager shall not be responsible for delays caused by the Designer, CM at Risk, or Subcontractors, or the employees, agents or subconsultants of the Designer, CM at Risk, or Subcontractors.

The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Owner for approval.

8.1.2.4 Construction Schedule

The CM at Risk shall be responsible for preparing and updating its construction schedule on a monthly basis. The Owner's Project Manager shall meet once each month with the CM at Risk, and Designer to review and update its schedule, develop the monthly progress information to support the CM at Risk's payment estimate, and monitor the CM at Risk's performance for compliance with its contract.

The Owner's Project Manager shall notify the Owner of and include in its Monthly Progress Report any significant changes or delays to the construction schedule. The Owner's Project Manager shall make appropriate recommendations to the Owner relative to the actions that should be taken by the CM at Risk and/or advise the Owner when liquidated damages, if included in the CM at Risk contract, are anticipated to be incurred.

8.1.3 Monthly Progress Report

The Owner's Project Manager shall submit to the Owner each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Authority and shall describe work performed by all project participants (OPM, Designer, CM at Risk) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, safety performance, Designer's QA/QC, CM at Risk's environmental compliance, community issues, Designer and CM at Risk's MBE/WBE activities,

any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

8.1.4 Change Order and Claims Administration

The Owner's Project Manager shall review and coordinate its review with the Designer and make specific document and processing recommendations to the Owner, consistent with the General Laws and the construction contract documents, which minimize change order and claims processing costs and time. Services provided by the Owner's Project Manager shall include:

8.1.4.1 Change Order Administration

- 8.1.4.1.1 Review all CM at Risk proposals for change orders and supporting schedules for time extension requests. For proposed change orders in excess of \$100,000, prepare independent cost estimate and schedule impact analysis.
- 8.1.4.1.2 Initiate, conduct, and document negotiations through a memorandum of negotiations with the CM at Risk.
- 8.1.4.1.3 For all change order requests by the CM at Risk, make recommendations to the Owner for their modification, acceptance or rejection and provide an analysis and recommendation regarding the cost.
- 8.1.4.1.4 Prepare and finalize any documentation required for processing change orders including a summary of the Owner's Project Manager's review of the reasonableness of the costs and documentation to support or reject the change.
- 8.1.4.1.5 Maintain a status report system for logging and tracking change orders, claims, and disputes to resolution. At a minimum, monthly reports shall include contract number, description of change order or claim, reason for change, date initiated, magnitude of estimated cost, actions required (identification of action parties and response dates) and status. This report shall be included in the Monthly Progress Report.

8.1.4.2 Claims and Disputes Management

- 8.1.4.2.1 Implement a claims management procedure consistent with the construction contract documents.
- 8.1.4.2.2 Analyze CM at Risk claims and propose recommendations to the Owner in support of the Owner's obligations under the claims article of the construction contract documents. Prepare responsive positions in coordination with the Owner, and obtain appropriate input from the Designer and/or CM at Risk.
- 8.1.4.2.3 In the event that a dispute arises between the CM at Risk, and/or any Subcontractors, and/or the Designer, including, but not necessarily limited to, disputes regarding the performance, quality, acceptability, fitness and rate of progress of the Project or the requirements of the Designer's contract or the CM at Risk's construction contract(s), the Owner's Project Manager shall report any such claims, disputes or other

matters in question relating to the performance by the CM at Risk, Subcontractor, Designer or vendor to the Owner and the Authority in writing as soon as reasonably possible.

8.1.4.2.4 The Owner's Project Manager shall take all reasonable efforts designed to resolve any such claims, disputes, or other matters in question.

8.1.5 MBE/WBE Compliance Monitoring

The Owner's Project Manager shall oversee and monitor the Designer and Contractor's compliance with MBE/WBE requirements.

8.1.6 Site Investigations and Environmental Testing

Prior to Designer Selection, the Owner's Project Manager shall determine the need for and assist in the implementation of site evaluation and testing including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.

8.1.7 Project Records and Reports

The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the Owner-Owner's Project Manager, Owner-Architect/Engineer and the Owner-Contractor including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/amendments, change directives and meeting minutes. The Owner's Project Manager shall assemble for the Owner's review all documents pursuant to a public records request received by the Owner.

8.2 INTENTIONALLY LEFT BLANK

Design Development/Construction Documents/Bidding Phase

8.3 CM at Risk Prequalification and Selection.

8.3.1 General

When directed by the Owner, the Owner's Project Manager shall assist and advise the Owner in the selection of a Construction Manager at Risk ("CM at Risk") in accordance with the provisions of M.G.L. c. 149A §§5 and 6, the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law.

The Owner's Project Manager shall serve as a member of the Owner's CM at Risk

Prequalification Committee and CM at Risk Selection Committee, as required by M.G.L. c. 149A §§5 and 6, and shall provide advice and assistance to the Owner and to said committees in relation to the CM at Risk selection process in accordance with the provisions of M.G.L. c. 149 §§ 5 & 6, the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law.

8.3.2 CM at Risk Prequalification, Public Notice, Solicitation and Advertisement

- 8.3.2.1 The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the CM at Risk prequalification process, including but not limited to the preparation of the request for qualifications ("RFQ") and the preparation of the public notice, solicitation, and advertisement for responses to the RFQ in accordance with the provisions of M.G.L. c. 149A, § 5, and the applicable regulations and procedures promulgated by the Inspector General.
- 8.3.2.2 The Owner's Project Manager shall assist and advise the Owner in preparing evaluation procedures and criteria for selecting the CM at Risk in accordance with the provisions of M.G.L. c. 149, §5.
- 8.3.2.3 The Owner's Project Manager shall assist and advise the Owner in preparing a specific description of the scope of services expected of the selected CM at Risk during the design, pre-construction, and construction phases of the project.
- 8.3.2.4 The Owner's Project Manager shall assist and advise the Owner in the preparation of the public notice, solicitation, and advertisement for the RFQ.
- 8.3.2.5 The Owner's Project Manager shall distribute the Request for Qualifications to responding CM at Risk firms.
- 8.3.2.6 The Owner's Project Manager shall assist and advise the Owner in reviewing all CM at Risk responses to the Request for Qualifications and make recommendations to the Owner regarding the selection of CM at Risk firms prequalified to submit a Statement of Qualifications for review by the Prequalification Committee.

8.3.3 Evaluation of CM at Risk Statements of Qualifications

- 8.3.3.1 As a member of the Owner's CM at Risk prequalification committee and on behalf of the Owner, the Owner's Project Manager shall review and evaluate in conjunction with the Prequalification Committee the Statements of Qualifications received from CM at Risk firms on the basis of the evaluation criteria established in the Request for Qualifications.
- 8.3.3.2 The Owner's Project Manager shall advise and assist, and make appropriate recommendations to, the Owner and the Prequalification Committee regarding the selection of qualified CM at Risk firms to receive a Request for Proposals ("RFP") from the Owner in accordance with the provisions of M.G.L. c. 149A, § 5(f) and the applicable regulations and procedures promulgated by the Inspector General.

8.3.3.3 Pursuant to G. L. c. 149A, §5(f), in the event that the Prequalification Committee is unable to identify a minimum of three (3) qualified CM at Risk firms, at the Owner's direction, the Owner's Project Manager shall assist and advise the Owner in re-advertising the Request for Qualifications or, in the alternative, at the direction of the Owner, assist and advise the Owner in procuring the project pursuant to M.G.L. c. 149, §§ 44A -44J.

8.3.4 CM at Risk Request for Proposals ("RFP"). Issuance, Evaluation, Ranking

8.3.4.1 The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the request for proposals ("RFP") process, including, but not limited to, the preparation and issuance of the RFP; the evaluation of the technical and cost proposals; the selection and ranking of CM at Risk firms; review and analysis of cost proposals; non-fee negotiations; and record-keeping, in accordance with the provisions of M.G.L. c. 149, § 6 and the applicable regulations and procedures promulgated by the Inspector General.

8.3.4.2 As a member of the Owner's CM at Risk selection committee, the Owner's Project Manager shall review and evaluate the RFP's received from prequalified CM at Risk firms on the basis of the evaluation criteria included in the RFP.

8.3.4.3 The Owner's Project Manager shall coordinate the evaluation of the RFP's received on behalf of the Prequalification Committee and make recommendations regarding the evaluation and ranking of RFP's and the conduct of interviews, if any, in accordance with the provisions of M.G.L. c. 149A, § 6(d), and the applicable regulations and procedures promulgated by the Inspector General.

8.3.4.4 If the proposal of the best qualified CM at Risk firm exceeds the budget established in the Project Scope and Budget Agreement or the Project Funding Agreement, as the case may be, the Owner's Project Manager shall consult with the Owner and Designer and make recommendations to the Owner in regard to maintaining the Project Budget which may include, consistent with Massachusetts public construction laws, reviewing and recommending the acceptance of alternatives, re-advertising for a CM at Risk, or seeking additional funding from the Town.

8.3.5 Negotiations, Contract Award, Guaranteed Maximum Price

8.3.5.1 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner and the CM at Risk Selection Committee in non-fee negotiations with the prequalified CM at Risk firms until the Selection Committee has reached an acceptable contract with one of said firms in accordance with M.G.L. c. 149A § 6(2)(e).

8.3.5.2 The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the preparation and execution of the Owner-CM at Risk contract.

8.3.5.3 The Owner's Project Manager shall obtain from the CM at Risk and maintain on file any required performance and payment bonds, including, but not limited

to, those in the amount of the Guaranteed Maximum Price (“GMP”) in accordance with M.G.L. c. 149A, §§ 5(a) & 7(b)(4) and those in the full amount of trade contracts in accordance with M.G.L. c. 149A, § 8; any required insurance certificates; and any other documents and certificates required by law or by the provisions of the Owner-CM at Risk contract.

- 8.3.5.4 The Owner’s Project Manager shall provide advice, consultation, guidance and assistance to the Owner in negotiating amendments to the to the CM at Risk contract to incorporate the scope and cost of early delivery work in accordance with the provisions of M.G.L. 149A, §§5-8, and the applicable regulations and procedures promulgated by the Inspector General.
- 8.3.5.5 The Owner’s Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the negotiation of the GMP in accordance with M.G.L. c. 149A, §7, and the applicable regulations and procedures promulgated by the Inspector General. The OPM shall verify that the GMP is consistent with the requirements of the CM at Risk contract and that the CM at Risk has implemented an adequate cost control system to provide verification that all costs incurred within the GMP are true and actual in accordance with the CM at Risk contract.
- 8.3.5.6 The Owner’s Project Manager shall provide the CM at Risk, Designer, Owner and the Authority with required copies of executed construction contract documents.
- 8.3.5.7 Once the CM at Risk has been given a Notice to Proceed and begins preparing meeting minutes on behalf of the Owner in accordance with Article 8.1.1.3, the Owner’s Project Manager shall review the minutes prepared by the CM at Risk for accuracy and completeness and shall advise the Owner accordingly.
- 8.3.5.8 Pursuant to M.G.L. c. 149A, § 7(b)(4), in the event the Owner is unable to negotiate an acceptable GMP with a CM at Risk, at the direction of the Owner, the Owner’s Project Manager shall provide advice, consultation, guidance and assistance to the Owner in negotiating with the next highest ranked proposer and, if directed by the Owner, in procuring the Project in accordance with Chapter 149, §§ 44A-44J.
- 8.3.5.9 The Owner’s Project Manager shall assist and advise the Owner and the Designer in preparing and sending the Notice to Proceed to the Construction Manager at Risk

8.4 Design Development

8.4.1 General

During the Design Development Phase, the Owner’s Project Manager shall be responsible for maintaining and updating the Project Budget and Schedule, oversight of both the Designer and CM at Risk, the review of all Designer submittals, coordination with the Authority’s Commissioning Consultant, and, if the Owner has not yet contracted with a CM at Risk, the development of a construction cost estimate for comparison with the Designer’s cost estimates. If the Owner has given the CM at Risk a Notice to Proceed pursuant to the Owner- CM at Risk contract, the Owner’s Project Manager shall review any construction cost estimates provided by the

Designer and/or the CM at Risk and provide such advice, consultation, guidance and assistance to the Owner concerning said construction cost estimates as is reasonable and necessary.

The Owner's Project Manager shall consult with the CM at Risk on the design of the Project and work together and in harmony with the CM at Risk and Designer in a manner consistent with the Owner's best interests to develop a design that conforms to provisions of the Project Scope and Budget Agreement and the Project Funding Agreement.

The Designer shall remain responsible for the design requirements and design criteria for the Project. Unless otherwise directed by the Owner, nothing in this section shall be construed as an assumption of duties or responsibilities of the Designer or CM at Risk by the Owner's Project Manager.

8.4.2 The Owner's Project Manager shall continue to oversee the activities and responsibilities of the Designer in the further development of the scope, schedule and budget including a general review of the Designer's detailed scaled plans, elevations and sections of all aspects of the design. The Owner's Project Manager shall:

- a. Review and reconcile the construction cost estimates of the Designer and the CM at Risk. In the event that the Owner has not executed a contract with a CM at Risk by the end of the Design Development Phase, the Owner's Project Manager shall prepare an independent construction cost estimate for comparison with the Designer's cost estimate.
- b. Work with the Owner, Designer and CM at Risk to update the Project Budget and Schedule.

8.4.3 The Owner's Project Manager shall monitor and coordinate the schedule, technical accuracy, efficiency, coordination, and constructability of the Project and cost-effectiveness of all designs, drawings, reports, estimates and other work furnished by the Designer, and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

8.4.4 The Owner's Project Manager shall promptly review all Designer submissions and shall meet with the Designer and CM at Risk as necessary to discuss and resolve all issues with the Designer's submissions. The Owner's Project Manager shall review any recommendations made by the CM at Risk with respect to the drawings, specifications and other design documents produced by the Designer and shall meet with the Designer and the CM at Risk as necessary to discuss and resolve all issues raised by the CM at Risk's recommendations. Upon completion of its review, the Owner's Project Manager shall recommend that the Owner: 1) approve the submission as made; 2) approve that part of the submission that is acceptable and reject the remainder; 3) reject the submission; or 4) require the Designer to submit additional information or details in support of its submission.

8.4.5 The Owner's Project Manager shall coordinate the timely review of the design between the Designer, CM at Risk, and the Commissioning Consultant. The Owner's Project Manager shall be responsible for providing the necessary documents to the Commissioning Consultant for its review, distributing review comments made to the Designer, Owner, CM at Risk, and the Authority and

coordinate the timely resolution and incorporation of the Commissioning Consultant's recommendations. The Owner's Project Manager shall not be responsible for the Commissioning Consultant's performance, but if the Owner's Project Manager becomes aware of any performance or lack of performance issues with the Commissioning Consultant, the Owner's Project Manager shall immediately notify the Owner and the Authority of such issues.

8.4.6 The Owner's Project Manager shall oversee the activities and responsibilities of the CM at Risk during design development in regard to constructability review, schedule development, cost estimates and other responsibilities set forth in the Owner-CM at Risk Contract and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk's contract with the Owner are not being fulfilled.

8.4.7 Early Delivery of Construction Bid Documents

During the Design Development Phase the Owner may request the Designer to prepare early bid packages of final Construction Documents for the site work, demolition, structural steel, excavation, and foundation work, and other elements of the work.

The Owner's Project Manager shall work with the Designer and CM at Risk to develop a schedule for the delivery of early bid packages of final Construction Documents for the site work, demolition, structural steel, excavation, and foundation work, and other elements of the work as directed. The Owner's Project Manager shall provide the resources necessary to support the timely and accurate completion of early bid packages.

The Owner's Project Manager shall assist the Owner in negotiating amendments to the Owner-CM at Risk Contract to incorporate the scope and cost of the early delivery work in accordance with M.G.L. c. 149A, §7.

8.5 Construction Documents

8.5.1 The Owner's Project Manager shall continue to oversee the activities and responsibilities of the Designer and CM at Risk during the preparation of complete construction specifications and drawings in order to maintain consistency with the Project Scope and Budget Agreement and the Project Funding Agreement.

The Owner's Project Manager shall continue to monitor the schedule of the Designer and CM at Risk.

8.5.2 The Owner's Project Manager shall meet with the Designer and CM at Risk as necessary to discuss and resolve all issues with the construction documents. The Owner's Project Manager shall monitor and review the performance of the CM at Risk in its review of the construction documents for, among other things, conciseness, clarity, consistency, constructability, maintainability/operability, coordination among the trades, coordination between the specifications and drawings, biddability, compliance with M.G.L. c.149A for procurement, installation

and construction, and sequence of construction and for quality, cost, and schedule improvements. The Owner's Project Manager shall review any recommendations made by the CM at Risk with respect to the construction documents produced by the Designer and shall meet with the Designer and the CM at Risk as necessary to discuss and resolve all issues raised by the CM at Risk's recommendations. The Owner's Project Manager shall:

- a. Review and reconcile the construction cost estimates of the Designer and the CM at Risk
- b. Provide advice, consultation and guidance to the Owner relative to value engineering recommendations and other recommendations made by the CM at Risk relative to the construction documents.
- c. Work with the Owner, Designer, and CM at Risk to update the construction budget and schedule.

8.5.3 The Owner's Project Manager shall provide advice, consultation and guidance to the Owner and the Designer relative to the Trade Contractor and Non-Trade Contractor prequalification and selection process pursuant to M.G.L. c. 149A § 8, including participation as a member of the Owner's Prequalification Committee if directed by the Owner.

8.5.4 The Owner's Project Manager shall review the information provided by the CM at Risk on Trade and Non-Trade Contractor scope of work pursuant to M.G.L. c. 149A § 8, paying particular attention to the contract drawings and specifications prepared for Trade Contractors. The Owner's Project Manager shall fully understand the delineation of work as determined by the CM at Risk and the Designer between Trade and Non-Trade Contractors for the purpose of verifying the actual costs of such scopes of work.

8.5.6 The Owner's Project Manager's review of the construction documents shall also include, but not be limited to, any concerns of the Owner's Project Manager and/or the Owner relative to access, usable area, parking, utilities, anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.

8.5.7 If the Owner elects to engage a Commissioning Agent, the Owner's Project Manager shall coordinate the timely review of the construction documents by the Commissioning Consultant to determine that plans and specifications include the recommendations made during design development regarding materials selection, installation and testing criteria in regard to commissioning and start-up and provide adequate information and allow sufficient time for functional and system testing.

8.5.8 The Owner's Project Manager shall monitor the schedule of the Designer, provide review and comment of the Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

8.5.9 The Owner's Project Manager shall monitor the schedule of the CM at Risk, provide review and comment of CM at Risk's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk's contract with the Owner are not being fulfilled.

8.6 Bidding Phase

8.6.1 General

The Owner's Project Manager shall provide advice, consultation, guidance and assistance to the Owner in the proper administration and coordination of the Trade Contractor prequalification and selection process and the Non-Trade Contractor selection process in accordance with the provisions of 149A, § 8, the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law, including participation as a member of the Owner's Trade Contractor prequalification committee if directed by the Owner.

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the CM at Risk in the Trade Contractor prequalification and selection process and the Non-Trade Contractor selection process.

8.6.2 CM at Risk Trade Contractor Selection Process

8.6.2.1 Trade Contractor Prequalification

8.6.2.1.1 The Owner's Project Manager shall assist and advise the Owner in the development of a prequalification and selection process for both Trade Contractors and Non-Trade Contractors that have been identified by the Owner in accordance with Chapter 149A, Section 8.

8.6.2.1.2 The Owner's Project Manager shall review the information provided by the CM at Risk describing the work to be required of each Trade Contractor and shall assist and advise the Owner and Designer in the preparation of the Request for Qualifications for Trade Contractors to be used to solicit responses from eligible Trade Contractors and to prequalify Trade Contractors for participation in the Project.

The Owner's Project Manager shall assist and advise the Owner and the Designer in the public notice, solicitation, and advertisement of the Request for Qualifications for Trade Contractors.

8.6.2.1.3 The Owner's Project Manager shall assist and advise the Trade Contractor Prequalification Committee and the Owner in reviewing and scoring all Trade Contractor responses to the Request for Qualifications and make recommendations to the Trade Contractor Prequalification Committee and the Owner regarding the selection and notification of Trade Contractors prequalified to submit a bid on the Project in accordance with the provisions of M.G.L. 149A, § 8(a)–(i).

8.6.2.2 Request for Bids for Trade Contractor Services

The Owner's Project Manager shall assist and advise the Owner and the Designer in the preparation of the Invitation for Bids for Trade Contractor services in accordance with the provisions of M.G.L. c. 149A, § 8(g).

8.6.2.2.1 The Owner's Project Manager shall assist and advise the Owner in the distribution of the Invitation for Bids to prequalified Trade Contractors in accordance with M.G.L. c. 149A §8(g).

8.6.2.2.2 The Owner's Project Manager shall attend all pre-bid conferences and meetings and Trade Contractor openings and assist and advise the Owner if directed by the Owner.

8.6.2.3 Trade Contractor Bid Review

The Owner's Project Manager shall attend all bid openings and shall review all Trade Contractor bids in conjunction with the Designer and CM at Risk to determine responsiveness, completeness, accuracy, price and conformance to the requirements of M.G.L. c.149A, § 8(a)-(i), and to provide technical guidance to the Owner regarding the acceptance or rejection of the Trade Contractor bid.

Pursuant to M.G.L. c. 149A, § 8(h), in the event that the Owner receives less than three (3) responsive bids on any Trade Contract, and the lowest responsible bid exceeds the estimated cost of the work for which bids are requested, the Owner's Project Manager shall monitor the activities and responsibilities of the CM at Risk in the negotiation of an acceptable price with the lowest prequalified bidder, and, if necessary, the second lowest prequalified bidder. If such negotiations are unsuccessful, the Owner's Project Manager shall advise the Owner, and shall monitor the activities and responsibilities of the CM at Risk, with respect to the solicitation of additional bids and the selection of Trade Contractors in accordance with the provisions of M.G.L. c. 149A, §§ 8(h) & (j).

8.6.2.4 Contract Award

8.6.2.4.1 The Owner's Project Manager shall review the contracts between Trade Contractors and the CM at Risk for conformance with the requirements of G.L. c. 149A, § 8, and all applicable public construction statutes.

8.6.2.4.2 The Owner's Project Manager shall obtain from all Trade Contractors, and maintain on file, all performance and payment bonds, bid bonds, insurance certificates, and all other documents and certificates required by law or by the terms of the Contract between the Owner and the CM at Risk.

8.6.2.4.3 The Owner's Project Manager shall provide the Designer, Owner and the Authority with required copies of executed construction contract documents.

8.6.3 Non-Trade Contractor Selection

The Owner's Project Manager shall assist and advise the Owner in the proper administration and coordination of the Non-Trade Contractor selection process in accordance with the provisions of G.L. c. 149A, § 8(j), the applicable regulations and procedures promulgated by the Inspector General, and all other applicable law.

The Owner's Project Manager shall monitor the activities and responsibilities of the CM at Risk in the selection of Non-Trade Contractors.

8.6.3.1 Non-Trade Contractor Qualification

For each class of Non-Trade Contractors, for which the CM at Risk is requesting bids, the Owner's Project Manager shall review the qualifications established by the CM at Risk for each class of Non-Trade Contractors and the list of three (3) Non-Trade Contractors and make recommendations to the Owner regarding approval of the qualifications established by the CM at Risk, whether any of the three Non-Trade Contractors should be eliminated from the list, or whether any Non-Trade Contractors should be added to the list, all in accordance with the provisions of M.G.L.c. 149A, § 8(j).

8.6.3.2 Non-Trade Contractor Bidding

The Owner's Project Manager shall review the detailed bidding information developed by the CM at Risk in accordance with M.G.L. c. 149A, § 8(j) for accuracy, completeness, and coordination of scope.

8.6.3.3 Non-Trade Contractor Bid Review and Award

Where permitted by agreement between the Owner and the CM at Risk or where otherwise permitted by law, the Owner's Project Manager shall attend all bid openings and, in conjunction with the Designer and CM at Risk, the Owner's Project Manager shall review all Non-Trade Contractor bids for responsiveness and completeness and advise the Owner on the acceptance or rejection of any Non-Trade Contractor bids by the CM at Risk. The Owner's Project Manager shall review and report on all tabulations of bids as presented by the CM at Risk in accordance with M.G.L. c. 149, § 8(j) and ascertain that the tabulations and final awards are consistent with the bids.

8.6.3.4 Non-Trade Contractor Alternate Selection Procedure

With respect to Non-Trade Contracts with an award value that does not exceed the threshold sum identified in M.G.L. c 149, § 44(F)(1), the Owner's Project Manager shall review the selection method proposed by the CM at Risk to select this class of Non-Trade Contractor and advise the Owner as to whether the Owner should approve the proposed selection method in accordance with G.L. c. 149A, § 8(j).

The Owner's Project Manager shall attend all bid openings and, in conjunction with the Designer and CM at Risk, the Owner's Project Manager shall review all such Non-Trade Contractor bids for responsiveness and completeness and advise the Owner on the acceptance or rejection of any Non-Trade Contractor selected by the CM at Risk.

8.7 Construction Phase

The Owner's Project Manager shall provide supervisory staff necessary for the quality, on-budget, on-schedule completion of the Project, in accordance with the construction contract documents and applicable permits for each of the following activities, from Notice to Proceed to contract close-out.

- 8.7.1 The Owner's Project Manager shall monitor the Designer's administration of the Owner-CM at Risk Agreement including the processing of submittals, issuance of timely decisions and directives and coordinating consultant or subconsultant visits to the Project as necessary during the time that construction is occurring on the portions of the work to which the consultant's services relate.
- 8.7.2 The Owner's Project Manager shall provide a full-time (40 hours per week minimum) on-site Project Representative, who shall be dedicated exclusively to the Project, either as an employee of the Owner's Project Manager or as a subconsultant to the Owner's Project Manager.
 - 8.7.2.1 The Project Representative shall be subject to the approval of the Owner and the Owner reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.
 - 8.7.2.2 The Project Representative shall have at least five years experience in on-site supervision of projects similar in size and complexity to the Project.
 - 8.7.2.3 Unless otherwise directed, the Project Representative shall be present at all times when the CM at Risk is conducting operations at the site starting from issuance by the Owner of a Notice to Proceed to the CM at Risk and continuing until issuance to the CM at Risk of a Certificate of Substantial Completion by the Owner and thereafter on an, as needed basis, until issuance to the CM at Risk of a Certificate of Final Completion by the Owner.
- 8.7.3 The Owner's Project Manager shall review the CM at Risk's schedule of values to determine if it represents a reasonably balanced payment schedule for work to be performed with no items front-end loaded or artificially inflated. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials.
- 8.7.4 The Owner's Project Manager shall review the CM at Risk's submitted baseline schedule. The Owner's Project Manager shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The Owner's Project Manager shall evaluate the CM at Risk's planning for the execution of the work, evaluate the reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the construction documents.
- 8.7.5 The Owner's Project Manager shall provide daily observation and monitoring of construction activities such that all shifts and work activities are observed and documented. Responsibilities shall include:
 - 8.7.5.1 The Owner's Project Manager shall keep a daily log containing a record

of weather, the CM at Risk's work on site, number of workers, visitors to the site, safety status of the Project, equipment and equipment utilization, material and equipment deliveries, non-compliance with safety procedures and issuance of any safety violation notifications, accidents, general description of work performed and quality of work, visits of code enforcement officials and any resulting reports or orders, verbal instruction to interpretations given to the CM at Risk, pay items, delays, deficiencies and field problems.

- 8.7.5.2 The Owner's Project Manager shall prepare weekly progress reports for submittal to the Designer and the Owner that summarize the progress achieved, provide a concise description of problems and include a copy of the daily log.
- 8.7.5.3 The Owner's Project Manager shall assist the Designer in determining if construction and construction related activities are performed in accordance with plans and specifications and the approved shop drawings and are consistent with Massachusetts public construction laws.
- 8.7.5.4 The Owner's Project Manager shall monitor on a daily basis Time and Materials work on change orders for less than \$50,000, including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.
- 8.7.5.5 The Owner's Project Manager shall evaluate actual quantities and classification of Unit Price work performed by the CM at Risk.
- 8.7.5.6 The Owner's Project Manager shall evaluate field problems, using the proper channels for solution and communication of the information to the Designer and the Owner.
- 8.7.5.7 The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications, design changes and proposed change orders.
- 8.7.5.8 The Owner's Project Manager shall prepare responses to CM at Risk correspondence for the Owner.
- 8.7.5.9 The Owner's Project Manager shall monitor and coordinate the scheduling and activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting.
- 8.7.5.10 The Owner's Project Manager shall maintain at the Project site, on a current basis, a record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.
- 8.7.5.11 The Owner's Project Manager shall monitor the CM at Risk's compliance with Massachusetts prevailing wage requirements pursuant to M.G.L. c.

149 §§ 26 to 27H inclusive including assisting the Owner in cataloging and filing payroll affidavits.

- 8.7.5.12 The Owner's Project Manager shall shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents, differing site conditions and quality issues. The Owner's Project Manager shall maintain a descriptive log and captioning of the photographs on CD.
- 8.7.6 The Owner's Project Manager shall monitor the CM at Risk's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the CM at Risk in the Owner-CM at Risk Agreement are not being fulfilled.
- 8.7.7 The Owner's Project Manager shall attend weekly job meetings on progress, coordination and problem resolution and negotiations. The Owner's Project Manager shall review the meeting minutes that are submitted to the Owner by the CM at Risk and shall advise the Owner as to the completeness, accuracy and general acceptability of the minutes.
- 8.7.8 The Owner's Project Manager shall schedule the Authority's Commissioning Consultant, as required to support the construction schedule, to provide commissioning services and reports as required.
- 8.7.9 The Owner's Project Manager shall monitor, review and analyze proposed change orders, and claims recommending appropriate action and resolution to the Owner in accordance with Article 8.1.4.
- 8.7.10 The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the CM at Risk's monthly payment requisitions. The Owner's Project Manager shall review each Trade Contractor's or Non-Trade Contractor's payment requisition and the CM at Risk's requisition of costs to ascertain that the Owner is paying for actual costs and fees in accordance with the Owner-CM at Risk contract.
- 8.7.11 The Owner's Project Manager shall oversee and monitor the procurement of furniture, fixtures, equipment and technology that is not included in the construction contract.
- 8.7.12 After the Owner and the CM at Risk have agreed on a Guaranteed Maximum Price ("GMP") in accordance with M.G.L. c. 149A, § 7, the Owner's Project Manager shall promptly notify the Owner when actual costs exceed the detail line-item cost breakdowns set forth in the GMP amendment.
- 8.7.13 The Owner's Project Manager shall verify substantial completion of work; assist the Designer in final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the Owner-CM at Risk contract, including, but not limited to, the GMP amendment and any other amendments thereto. The Owner's Project Manager shall direct the Designer to prepare a detailed punch list and coordinate a subsequent walk-through with the Designer, CM at Risk and Commissioning Consultant (if applicable) ., The Owner's Project Manager and the Designer shall then coordinate a walk-

through with the Owner to finalize the punchlist. The Owner's Project Manager shall then be responsible for tracking and confirming the completion of the punchlist items.

8.8 Completion Phase

- 8.8.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the CM at Risk in the close-out and commissioning of the Project.
- 8.8.2 The Owner's Project Manager shall assist in securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents and the Authority.
- 8.8.3 The Owner's Project Manager shall assist the Owner in completing the written evaluation of the Designer(s) pursuant to M.G. L. c. 7 § 38E and prepare, sign and provide to the Owner for its signature the written evaluation of the Contractor(s) or CM at Risk, and subcontractors in accordance with the provisions of M.G.L. c. 149 § 44D.

END OF ARTICLE 8 OF BASE OPM CONTRACT AMENDMENT FOR CM AT RISK



Council on Aging
Old Town Hall
38 Maple Street
Middleton, MA. 01949
978-777-4067
www.townofmiddleton.org

8.

February 15, 2022

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

Re: Middleton Food Bank Donations

Please add the following donation to your agenda for acceptance by the Board of Selectmen for the Middleton Food Pantry, and notify me when the check has been accepted so that it can then be deposited.

Thank you.

Jillian Smith

Jillian Smith
COA Director

A donation has been made payable to the Town of Middleton Food Pantry.

Date: 12/18/2021

Name: Bethesda Lodge

Donation: \$1,000.00

Check Number 2692

This donor would like to remain anonymous

Yes

xx No

Correspondence and informational materials



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CLIENT ADVISORY

To: Town Managers, Town Administrators, Town Planners
From: Elizabeth Lydon, Esq.
Date: February 15, 2022
Re: Summary of House Bill No. 4345

This advisory is to inform you of changes implemented by House Bill 4345, “An Act making appropriations for the fiscal year 2022 to provide for supplementing certain existing appropriations and for certain other activities and projects,” which was signed by the Governor on February 12, 2022. The Governor disapproved certain language in two items, vetoed two sections, and returned two sections with amendment, but the portion summarized below is not impacted by the Governor’s changes.

Summary of House Bill No. 4345

Section 30A extends remote participation in public meetings until July 15, 2022. This extension is responsive to many concerns of municipalities that have utilized virtual meetings to conduct important business during the pandemic.

Section 8A allows the select board/board of selectmen, in consultation and with approval of the town moderator, to reduce quorum at town meeting held during the pandemic, so long as it is not less than 10% of the number otherwise required and establishes a 7-day notice requirement for consideration by the board and a 10-day notice requirement to the Attorney General after a vote to reduce the quorum.

Section 8B allows the town moderator to request that the select board/board of selectmen call for a representative town meeting to be held remotely, establishes the process for such a request, (which shall be voted on by the board within 10 days of the request, and a yes vote submitted to the attorney general within 5 business days of the vote), the requirements of a video or telephone conferencing platform, and the notice or warrant requirements depending on whether a warrant had already been issued for town meeting. The voting representative town meeting members present at the town meeting shall vote whether or not to continue remotely prior to taking up any business. If they elect not to continue remotely, the meeting is either continued to the alternative date and time posted on the notice/warrant, or dissolved without any further votes being taken and a new warrant is issued by the board for an in person town meeting. The moderator shall determine the appropriate means of roll call voting and the meeting shall be recorded and posted on the town’s website for at least 90 days after the meeting.

For a more in-depth summary of Section 8A and B, see below.

i. Section 8A

The select board/board of selectmen, in consultation and with the approval of the town moderator, may vote to reduce the number of voters necessary to constitute

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30 Green Street
Newburyport, MA 01950

Millis Office
730 Main Street, Suite 1F
Millis, MA 02054
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a quorum at any town meeting held during the pandemic, so long as it is not less than 10 percent of the number that would otherwise be required.

The select board/board of selectmen shall publish a notice of its intention to consider an adjustment of town meeting quorum requirements 7 days prior to the vote and provide for adequate means of public access to the deliberations in real time. If the board votes to adjust the quorum requirement, the town clerk shall notify the attorney general within 10 days of the vote.

ii. **Section 8B**

In a town having a representative town meeting during the pandemic, the town moderator may request that the select board/board of selectmen of the town call for a representative town meeting to be held remotely, in writing, and the request shall include, but not be limited to: (i) the moderator's determination and request to hold a town meeting through remote participation in accordance with this section; (ii) the video or telephone conferencing platform the moderator has determined to use to hold the town meeting; (iii) confirmation that the moderator has consulted with the local disability commission or coordinator for federal ADA compliance; and (iv) a certification by the moderator that (A) the moderator has tested the video or telephone conferencing platform; and (B) the platform satisfactorily enables the town meeting to be conducted in substantially the same manner as if the meeting occurred in person at a physical location and in accordance with the operational and functional requirements set forth in this section. **The select board/board of selectmen shall vote within 10 days of the request of the moderator.**

The video or telephone conference platform must provide for the ability for: (i) all participants to hear all other participants; (ii) the ability to determine whether a quorum is present; (iii) a town meeting member, town official or other individual to request recognition by the moderator without prior authorization; provided, however, that to the extent technologically feasible, the request is visible or audible to the public in real time and upon review of the recording, preserved according to subsection (h); (iv) the moderator to determine when a town meeting member wishes to be recognized to speak, make a motion, raise a point of order or object to a request for unanimous consent; (v) the moderator to recognize a town meeting member, town official or other individual to speak and to enable that person to speak; (vi) the ability to conduct a roll call vote; (vii) any interested members of the public to access the meeting remotely for purposes of witnessing the deliberations and actions taken at the town meeting; and (viii) the town meeting to be recorded. Registered voters residing in the town wishing to participate in a remote town meeting must submit a request to participate to the town clerk at least 48 hours prior to the meeting. Upon receipt of the request and verification of the requester's voter registration status, the clerk must provide to the requester instructions for participating in the remote town meeting.

If the select board/board of selectmen votes to approve the request of the moderator and **has already issued a warrant** calling a town meeting to be held not later than July 15, 2022, the board shall, at that same meeting approve and issue, in consultation with the moderator, a notice that expressly states: (i) that the town meeting shall be held remotely using the platform requested by the moderator; (ii) the date and time of the meeting; and (iii) any information necessary for all interested parties to access and witness the remote town meeting. The notice shall be (i) accompanied by the written request of the moderator submitted to the board; (ii) filed and posted in accordance with M.G.L. c. 39 § 10A; (iii) distributed to each town meeting member; and (iv) publicly posted not less than 10 days before the scheduled date of the remote town meeting. The notice may include the date, time and place for the town meeting to be resumed if the town meeting does not vote to continue the town meeting remotely.

If the select board/board of selectmen votes to approve the request of the moderator and **has not yet issued a warrant** for a town meeting, the board shall approve and issue a warrant pursuant to M.G.L. c. 39 § 10

that expressly states: (i) that the town meeting shall be held remotely by means of the video or telephone conferencing platform requested by the moderator; (ii) the date and time of the meeting; and (iii) any information necessary for all interested parties to access and witness the town meeting remotely. The warrant shall be (i) accompanied by the written request of the moderator submitted to the board; (ii) filed in accordance with M.G.L. c. 39 § 10 and all other laws or bylaws. The warrant may include the date, time and place for the town meeting to be resumed if the town meeting does not vote to continue the town meeting remotely.

The town clerk shall submit certified copies of the vote of the board and written request of the moderator to the attorney general within 5 business days after a vote.

Prior to taking up any business at a representative town meeting held remotely, the town meeting members present and voting must vote on whether or not to commence business remotely. If they elect to do so, the meeting shall proceed by remote participation. If not, the town meeting is adjourned to the date, time and place specified in the notice or warrant, or if such specification was not included in the warrant or notice, town meeting is dissolved without taking any votes on any other matters and the board may call the town meeting pursuant to a new warrant that provides for in person town meeting.

Any roll call vote taken at a representative town meeting held remotely shall be taken by any means the moderator determines accurately and securely records the votes of those entitled to vote, including roll call vote, electronic, by ballot, by phone or any combination therof. Roll call vote shall be recorded and kept with the minutes of town meeting. A representative town meeting held remotely shall be recorded and the recording preserved and made publicly available on the town's website for not less than 90 days after the conclusion of the meeting.

We will keep you up to date if any further guidance is released. In the meantime, do not hesitate to contact us with any questions that you may have.