

**MIDDLETON SELECT BOARD**  
**MEETING AGENDA**  
**FULLER MEADOW ELEMENTARY SCHOOL**  
**NATHAN MEDIA CENTER**  
**143 SOUTH MAIN STREET, MIDDLETON, MA 01949**  
**TUESDAY, SEPTEMBER 20, 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/88938544609?pwd=aHR1bmJwQzluZXdHL2RjYVczYWxNdz09>*

- 7:00 pm     1. Business
- a. Warrant:     2306
- b. Minutes:     August 9, 2022 open session minutes and executive session minutes
- c. Town Administrator Updates and Reports
- 7:10 pm     2. Update on 49 South Main Street/10-18 Boston Street redevelopment; votes may be taken
- 7:20 pm     3. Public Comment
- 7:30 pm     4. Review and discuss Fire Chief contract; votes may be taken
- The Board reserves the right to enter into Executive Session pursuant to Mass. General Law chapter 30A, section 21(a)(2) with respect to the Fire Chief and other non-union personnel*
- 7:40 pm     5. Review and discussion on the Water Use Mitigation Program (WUMP); votes may be taken
- 7:50 pm     6. Review and discuss inter-municipal agreement (IMA) with the Town of Danvers regarding shared Information Technology services; votes may be taken
- 8:00 pm     7. Review recommended appointments to the Cable Advisory Committee with terms through June 30, 2025: Richard Gregorio, John Erickson, Paul Pellicelli; votes may be taken
- 8:10 pm     8. Review correspondence from the MBTA Advisory Board and decide whether to appoint a designee; votes may be taken
- 8:20 pm     9. Review and vote to accept the following donations; votes may be taken:
- Middleton Food Pantry: \$500 from Marion Bojas, Julianne Hazard, Jonathan Bojas
- 8:25 pm     10. Updates & Announcements

Upcoming Meetings:	October 4 October 18 November 1, 15, & 29 December 13	Regular Select Board meeting Special Town Meeting, Howe Manning Regular Select Board meeting Regular Select Board meeting
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*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.*



## OFFICE OF THE TOWN ADMINISTRATOR

Town of Middleton  
Memorial Hall  
48 South Main Street  
Middleton, MA 01949-2253  
978-777-3617  
[www.middletonma.gov](http://www.middletonma.gov)

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September 16, 2022

To: Select Board

From: Town Administrator's Office

CC: Public Works Director, Finance Director/Town Accountant

RE: Water Use Mitigation Program (WUMP)

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### MEMO

As Board members may recall, the Town is currently engaged in discussions with the Town of Danvers on the Water Inter-Municipal Agreement. The Town of Middleton is required by its Modified Water Withdrawal Permit, issued pursuant to the Water Management Act, to institute and manage a Water Use Mitigation Program (WUMP), including a fee. This requirement is to mitigate water demand, so as to ameliorate and minimize depletion of the limited resources of water in accordance with the provisions of the permit including a 2:1 water conservation goal.

All new construction, residential remodel projects constructing three (3) or more dwelling units and all commercial projects shall pay a fee reasonably commensurate with the cost of conserving water or mitigating water loss consistent with projected water demand from the proposed project.

The goal of this program is to identify developments that will add to the water withdrawal burden and collect fees from those developments to further the Town's water conservation strategies. This policy is applicable to new subdivisions, flexible developments, accessory apartments, or any building project that creates new dwelling units and promotes sustainable water usage and growth (given the increasing demands and limited supply).

Water conservation is a complex task that includes solutions above and beyond imposing water bans and mandatory conservation periods. Town Administration and the DPW have brainstormed several potential projects for these funds, including, but not limited to: providing water conservation programming to seniors and school-aged children; increasing education about septic care and maintenance; public awareness on irrigation issues; promoting drip irrigation; rebate programs on products such as rain barrels; incentives for installing low-flow devices, and classes on drought tolerant landscaping and planting. The goal is to provide residents with education and awareness in conjunction with water conservation tools and products to create a multi-pronged approach for addressing this issue.

Costs of water conservation efforts can be wholly or partially offset by fees collected through the WUMP. Funds raised from the Water Mitigation fees must be kept separate from general fund revenues and can only be used for water use mitigation and conservation purposes.

We look forward to discussing this in more depth.

## **MIDDLETON WATER USE MITIGATION PROGRAM** **[WUMP]**

The Middleton **Water Use Mitigation Program** [WUMP] has been implemented in accordance with requirements set forth by the Massachusetts Department of Environmental Protection [DEP] in the Town's Water Management Act Permit and Permit Renewal Order to Complete (OTC). The Town of Middleton is required to collect a fee to fund water savings projects sufficient to mitigate new water demand by a 2:1 rate.

### **Applicability**

The WUMP program is applicable to projects which

- (1) Require a building permit
- (2) Represent a new or increased water demand

Residential projects of three (3) or more dwelling units and all commercial projects are subject to the WUMP impact fee.

### **Construction Requirements**

All projects subject to the WUMP program must meet the following requirements.

1. All applicable provisions of the state plumbing code must be met.
2. Each faucet, shower head, clothes washing machine, dish washing machine, and toilet shall be energy efficient, water saving, and meet the EPA's Water Efficiency Standards.
3. In-ground irrigation systems must be equipped with a rain and moisture sensing device.

Connection to the public water supply will not be approved until the Town Building Department has verified the project complies with these requirements.

### **Fee Amount**

The fee assessed to all projects shall be based on the size of the project, according to the following fee schedule.

<b>Development Type</b>	<b>Fee</b>
Residential - 1 Bedroom	\$1,980/unit
Residential - 2 Bedroom	\$3,960/unit
Residential - 3 Bedroom	\$5,940/unit
Residential -- 4 Bedroom	\$7,920./unit
Commercial and Industrial	\$ 9.00/gpd <sup>1</sup>

Gallon per day volume to be defined by  
Title V

#### **Fee Collection**

The WUMP impact fee will be calculated using a WUMP Fee Calculation Form. Fee payment must be submitted to the DPW Administrative Office prior to the issuance of a building permit. The building plans and septic/sewer permit application will be reviewed to verify the correct fee amount has been submitted.

If the WUMP is not paid prior to issuance of a building permit or certificate of occupancy, the WUMP will be added to the customer's water bill.

#### **Fee Utilization Guidelines**

These guidelines are applicable to the collection and dispersal of all fees collected under the Water Use Mitigation Program in the Town of Middleton. These guidelines are effective as of November 1, 2022.

#### **Fee Handling**

1. All impact fee funds collected are to be forwarded to the Town Treasurer.
2. Town Treasurer shall deposit impact fee funds into a designated Water Usage Mitigation Fund established pursuant to any and all M.G.L. and acceptable to the Town Accountant]
3. The Department of Public Works may withdraw funds for expenditure for conserving water resources, reducing demand upon the public water supply, and/or water use mitigation, up to an annual expenditure limit set by means under any and all M.G.L. and acceptable to the Town Accountant.

#### **Program Administration**

1. The DPW will be the responsible for the administration and execution of water use mitigation projects under the direction of the Public Works Director.
2. The DPW will solicit Town residents to identify residents interested in receiving water savings devices and appliances at reduced cost. A list of these residents will be maintained at all times.
3. The DPW will solicit bids to supply water savings devices and/or appliances upon collection of sufficient number of interested residents to make bidding appropriate in the judgment of the Director.
4. The DPW may expend funds for water conservation education and outreach efforts, including programs for residents to participate in or attend.
5. The DPW may expend WUMP funds to defray salary and administration costs for the program.
6. The number and types of water mitigation measures will be tracked by calendar year. The DPW will estimate water savings for the mitigation devices installed. These results will be provided to the Massachusetts DEP with the annual statistical report each calendar year.

6.

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between of Danvers, Massachusetts, with an address of 1 Sylvan Street, Danvers, MA 01923, acting through the Danvers Board of Selectmen (hereinafter the “Town of Danvers,” the “Town,” or the “Owner”), and the Town of Middleton, with an address of 48 South Main Street, acting through the Middleton Select Board (hereinafter the “Client”), (referred to collectively as “the parties”).

All prior contracts, if any exist between the Town and the Client regarding Information Technology, are hereby terminated and shall be of no force and effect, except for the terms of the Memorandum of Understanding (“MOU”) between the parties dated May 24, 2021, which is incorporated by reference herein, and for the Contract related to the provision of Cybersecurity Services (“Contract”) between the parties dated \_\_\_\_\_, which is incorporated by reference herein, and in the event of any conflict between the MOU and this Contract, the terms of this Contract shall control.

1. Scope of Services

The Town shall provide services related to the provision of information technology management, as set forth in the attached scope of services (Exhibit A), which is incorporated herein by reference.

2. Standard of Care

The Town shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Town’s services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work. The Oversight of said standard of care between the parties shall occur through the Managerial and Emergency Points of Contact as outlined in Exhibit B.

3. Term

The term of this Contract shall be for three (3) years, commencing on \_\_\_\_\_, 2022 and ending three (3) years later. This agreement will automatically renew for an additional two (2) years unless notified of termination thirty (30) days prior to the renewal date.

4. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Client shall pay the Town the prices set forth in the schedule of fees, attached hereto as Exhibit C and incorporated by reference.

Unforeseen miscellaneous expenses require the Client’s advanced written approval before the Town can seek reimbursement for such expenses.

All requests for payment shall be submitted to the Client in the form of an invoice, specifying the work completed and associated fees. Invoices shall be submitted quarterly in duplicate, for the prior quarter, due thirty days after receipt by the Client.

If the Client objects to all or part of any invoice, the Client shall notify the Town in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt.

The Town shall obtain written approval from the Client prior to seeking any specialized services from a contractor which are not anticipated in the Schedule of Fees. Charges for such services shall be billed directly to the Client unless otherwise agreed upon by the parties.

5. Compliance with Laws

The parties shall comply with all provisions of Federal, Massachusetts and local laws applicable to this work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. The requirements of Chapter 152 of the Massachusetts General Laws regarding worker's compensation are hereby incorporated by reference as though such terms were set forth in their entirety herein.

6. Indemnification

To the fullest extent permitted by law, the Client shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Client of its obligations under this Contract, or the willful or negligent act or omission of the Client, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose willful or negligent acts or omissions they may be liable, regarding the work to be performed by the Town under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Danvers statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Town or any of its officers or employees regarding the subject matter of this Contract.

7. No Personal Liability

Neither the Town, the Client, nor any of the officers, employees, boards, committees, commissions, agents and representatives of either, shall be under any personal obligation

or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Danvers statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Town or its employees, regarding the subject matter of this Contract.

8. Independent Contractor Status

The Town shall provide services under this Contract as an independent contractor of the Client and not as an employee of the Client. No employee, agent or representative of the Town shall be entitled to receive any benefits of employment from the Client, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation, and conversely no employee agent or representative of the Client shall be deemed an employee of the Town nor entitled to said benefits.

9. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Town, and the Client, their officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building.

10. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

11. Termination

- a. If the Town or the Client shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof, the Town or the Client shall have the right to terminate this Contract upon written notice to the Client.
- b. The Town or the Client may terminate this Contract for convenience upon one hundred and eighty (180) days' written notice.

12. Notices

- . Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town:                      Town of Danvers  
Attn: Colby Cousens  
2 Burroughs Street  
Danvers, MA 01923

With copies to:                      David A. De Luca, Esq.  
Murphy, Hesse, Toomey & Lehane, LLP  
300 Crown Colony Drive, Suite 410  
Quincy, MA 02169

If to the Client:                      Town of Middleton  
Attn: Jackie Bresnahan  
Memorial Hall  
48 South Main Street  
Middleton, MA 01949

With copies to:                      Jason R. Talerman  
Mead, Talerman, and Costa, LLC  
730 Main Street, Suite 1F  
Millis, Massachusetts 02054

13. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Essex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in writing. No forbearance or indulgence in any form or manner shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town or the Client. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.
- c. The Client acknowledges that it has not been influenced to enter into this Contract, nor has



the Client relied upon any warranties or representations not set forth in this instrument.

e. The Town and the Client shall maintain the confidentiality of information designated by either as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless required to release such information by final judgment or order of a court of competent jurisdiction, or unless such confidentiality has expressly been waived in advance in writing to the extent allowed by law.

f. Neither the Town nor the Client shall assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the other.

g. This Contract may be amended only by written mutual consent of the parties.

h. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract except for the terms of the above referenced MOU, which is incorporated by reference. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.

i. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

j. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

k. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

l. This Contract is executed in triplicate as a sealed instrument. This Agreement may be executed in multiple counterparts and verifiable scanned or electronic signatures shall be sufficient to bind the parties.

[The remainder of this page is left intentionally blank.]

The Town of Danvers, MA

The Town of Middleton, MA

by: the Danvers Town Manager

by: the Middleton Select Board

\_\_\_\_\_  
Steve Bartha

\_\_\_\_\_  
Kosta E. Prentakis, Chair

\_\_\_\_\_  
Jeffrey P. Garber, Vice Chair

\_\_\_\_\_  
Brian M. Cresta

\_\_\_\_\_  
Richard Kassiotis

\_\_\_\_\_  
Deborah E. Carbone

\_\_\_\_\_  
Andrew J. Sheehan, Town Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor, and that the Middleton Select Board is authorized to execute this Contract and to approve all requisitions and execute change orders.

\_\_\_\_\_  
Finance Director/Town Accountant,  
Town of Middleton

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
, Esq.

Dated: \_\_\_\_\_

Exhibit A  
Scope of Services

1. The Town of Danvers will provide access to expertise held collectively by the IT Department of the Town of Danvers.
2. IT positions in Danvers include IT Director, Assistant IT Director, Network Engineer, Systems Administrator, IT Project Manager, IT Office Coordinator.
3. Danvers will follow a methodology of planning and discovery, fundamental implementation, optimization, and maintenance over the life of the contract.
4. Primary responsibilities include but are not limited to a strategic review of Middleton's current IT status, goal setting for a future state, gap analysis, and definition of objectives to reach IT goals.
5. Offer ongoing strategic management of IT, full participation in Middleton building projects, and IT project management to implement strategic objectives defined by Danvers and accepted by Middleton.
6. Provide communications to all Middleton users regarding upcoming changes, updates, and potential outages they may be affected by.
7. IT budget analysis and development, invoice management and processing, including a preliminary budget meeting in October, final budget meeting in January, and a post Town Meeting procurement meeting in late May/Early June.
8. Interviews with key stakeholders as part of the strategic analysis.
9. Strategic network design recommendations and oversight of implementation.
10. Active Directory design recommendations and oversight of implementation.
11. Telephone and cellular service and management recommendations and oversight of implementation.
12. Endpoint device and deployment recommendations and oversight of implementation.
13. Recommendations for opportunities to leverage regional IT services and infrastructure.
14. Ongoing IT vendor vetting, vendor management, and procurement assistance.
15. Ongoing IT special project vetting and project management.
16. Ongoing development of IT related recommendations, initiatives, and deliverables based on observations of Middleton's IT environment, stakeholder requirements and the collective experience of the Danvers IT staff.
17. Ongoing evaluation of Middleton's cybersecurity posture.
18. Software evaluations and project management of implementation. Hardware evaluations, inventory, and project management of implementation.
19. General advisory services in response to normal IT operational questions.

20. Danvers will attend touch point meetings (e.g., quarterly business reviews with selected managed service provider for the North Shore IT Collaborative).
21. Analyses of business processes as candidates for modernization via information technology.
22. Assistance with management and implementation of current and ongoing Municipal Fiber project.
23. The Town of Danvers requires that the Town of Middleton retain the services of the selected managed service provider for the North Shore IT Collaborative. Help Desk services are out of scope of this agreement and will be provided by the partnership with the North Shore IT Collaborative Managed Services Provider.
24. The Town of Danvers will engage the services of the North Shore IT Collaborative Managed Services Provider for significant data collection throughout the strategic management process; no additional costs will be incurred without prior approval.
25. Middleton will designate a managerial point of contact as well as backups per service area for Danvers to engage with and report to. Protocol for managerial point of contact in Exhibit B.
26. Danvers will designate a point of contact for Middleton to engage with and respond for emergencies, including loss of services and outages. Said point of contact would be front line service to Middleton, regardless of Danvers' emergency status to allow for Middleton to have primary access due to any and all types of emergencies or issues. Protocol for emergency point of contact in Exhibit B.

## Exhibit B

### Managerial and Emergency Points of Contract

All managerial points of contact will be provided to Danvers within 5 business days of contract execution. All staffing changes to the managerial points of contact will be made in writing by the Middleton Town Administrator or Assistant Town Administrator/HR Director within 5 business days of staffing changes to the Danvers IT Director or Assistant IT Director.

All emergency points of contact will be provided to Middleton within 5 business days of contract execution. All staffing changes to the managerial points of contact will be made in writing by the Danvers IT Director or Assistant Director within 5 business days of staffing changes to the Middleton Town Administrator or Assistant Town Administrator/HR Director.

Exhibit C  
Fee Structure

1. Flat monthly fee of **\$ 8,750** to be paid by the Town of Middleton to the Town of Danvers, which shall substantially include all information technology work identified in Exhibit A performed by the members of the department and related services by the department's support staff. For both parties understanding and convenience, all services provided will be itemized as outlined in Exhibit A.
2. Additional projects and initiatives outside of this agreement, as well as the parties' earlier agreements for the Regional IT collaborative and Cybersecurity agreement, as identified in this agreement, will be mutually agreed to by both parties and will be billed at the hourly rate of **\$ 45.00**, which is based on the estimated hourly rate of the lead employee. For projects subject to hourly billing, the parties agree to bill in increments of one-fourth (1/4) of an hour (or 15-minute intervals).
3. Additionally, in year 1, the Town of Middleton will budget \$3,000 in their expense budget for costs incurred by the Town of Danvers for employee laptop, hardware, and software to be billed by Danvers to Middleton through Accounts Payable.



## OFFICE OF THE TOWN ADMINISTRATOR

Town of Middleton  
Memorial Hall  
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Middleton, MA 01949-2253  
978-777-3617  
[www.middletonma.gov](http://www.middletonma.gov)

7.

### MEMORANDUM

TO: Middleton Select Board  
FROM: Andrew J. Sheehan, Town Administrator  
SUBJ.: Cable Advisory Committee  
DATE: September 20, 2022

On November 19, 2019, the Town of Middleton and Verizon executed a cable franchise renewal agreement. These negotiations were led by the Cable Advisory Committee. Committee members were John Erickson, Richard Gregorio, and Paul Pellicelli.

The Cable Advisory Committee intended to initiate negotiations with Comcast in early 2020. The onset of the Covid-19 pandemic put those negotiations on hold. The parties are now ready to begin negotiations on a new franchise agreement.

The terms of the members of the Cable Advisory Committee expired and they need to be reappointed. I recommend the same committee makeup and the members have agreed to serve again. Jackie Bresnahan and I will provide support to the Committee. The Committee will be advised by Attorney William Hewig of KPLaw; Atty. Hewig assisted us in the negotiations with Verizon.

I respectfully recommend the appointment of John Erickson, Richard Gregorio, and Paul Pellicelli to the Cable Advisory Committee, all with terms through June 30, 2025.



August 18, 2022

8.

Kosta Prentakis  
Chair, Select Board  
Town of Middleton  
48 S Main Street  
Middleton, MA 01949

Dear Chair Prentakis:

Enclosed please find an informational brochure about the MBTA Advisory Board. The Advisory Board works for you, and as the chief executive officer of an MBTA community, you are a member of the organization, *ex officio*. You may also appoint a designee or designees to represent you, and your community on the Advisory Board. Our records indicate that the following individual(s) is(are) your designee(s):

Christine Lindberg  
9 Lake Street  
Middleton, MA 01949

If this is incorrect, or if there are any questions, please contact me at [bkane@mbtaadvisoryboard.gov](mailto:bkane@mbtaadvisoryboard.gov), or write to me at the address below. I also invite you to visit [www.mbtaadvisoryboard.org](http://www.mbtaadvisoryboard.org). Thank you and please enjoy the remainder of summer.

Sincerely,

Brian Kane  
Executive Director



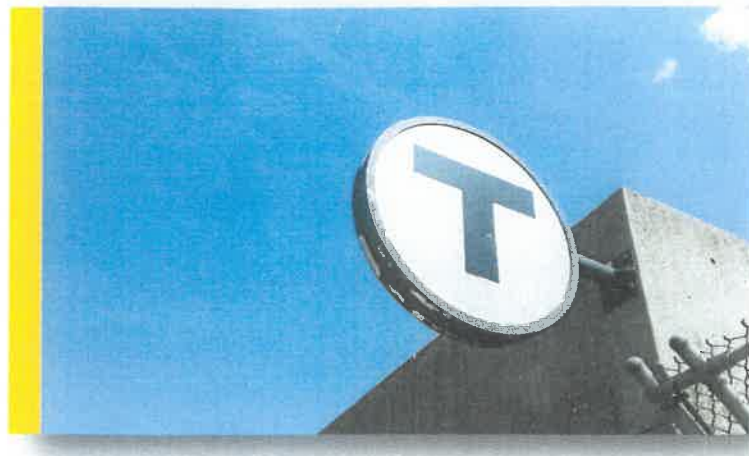


THE MBTA  
ADVISORY BOARD



The MBTA Advisory Board was established by the state legislature in 1964. Our mission is to provide public oversight of the Massachusetts Bay Transportation Authority (MBTA) on behalf of the 176 community members of the Advisory Board and the transit-riding public. The MBTA Advisory Board provides policy guidance to the MBTA with the shared goal to provide effective and efficient transportation services in the metropolitan Boston area. The MBTA Advisory Board meets 4-6 times per year and member communities collectively contribute \$180 million to the MBTA annually.

## ABOUT US



The MBTA Advisory Board meets 4-6 times per year to review and comment on the MBTA's annual budget and operations.

- 
- ✓ Provide a voice for riders, taxpayers and the public
  - ✓ Brief Mayors, Select Boards, City/Town Managers, press and members of the public on MBTA issues
  - ✓ Review and comment on MBTA's operations and capital programs that may have budgetary implications
  - ✓ Monitor the MBTA policies through the lens of economic and environmental justice and social equity

# MBTA Service District

## LEGEND



MBTA Bus Route

Red Line

Green line

Blue Line

Orange Line

Silver Line

Commuter Rail & Station

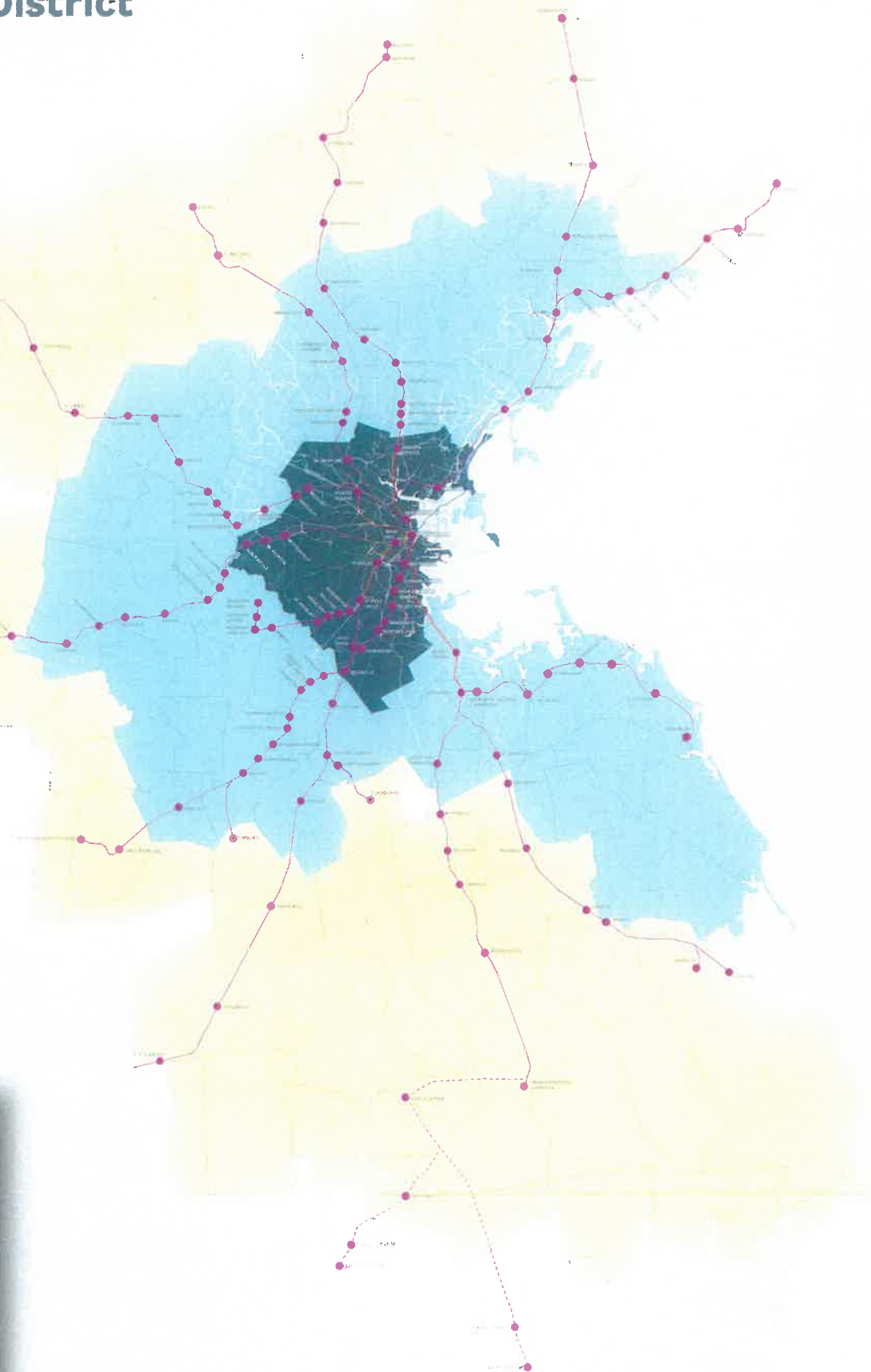
South Coast Rail (phase one)

MBTA ferry

MTA District 1947-1964

MBTA District 1964-1999

MBTA District Expansion 1999





# MEMBERSHIP

The membership of the organization consists of a representative from each city or town in the MBTA service district. This could be the municipality's Selectboard Chair, Mayor, City/Town Manager, or their designee that serves at the pleasure of the municipality. Each member represents, speaks for, and votes for their municipality on the Advisory Board.

**One (1) member of the Advisory Board sits as a member of the MBTA Board of Directors.**



## REVIEW ANNUAL BUDGET

The MBTA Advisory Board plays a key role in the allocation of federal funds for MBTA capital-related projects. The MBTA Advisory Board annually completes a thorough and rigorous independent review of the MBTA's spending. Through its members, committees, and staff the Advisory Board provides public oversight of MBTA operations, budgets, policies, and activities.



## MONITOR SERVICE & OPERATIONS

The Board monitors the actions of the MBTA's Board of Directors, the MBTA's operations, service levels, fares, activities, as well as working conditions, equity, accessibility, and sustainability of the MBTA system to ensure transparency, accountability, and clarity of decision making to its members and the people of the Commonwealth.



## SUPPORT A MORE EQUITABLE MBTA

The Advisory Board monitors the MBTA policies through the lens of economic and environmental justice and social equity.



## SERVE AS A COMMUNITY RESOURCE

The Advisory Board is a resource for the public and a voice advocating to the MBTA on behalf of the people. It provides an annual evaluation of the MBTA's annual Capital Investment Program (CIP) and the operations budget to its members and the public.



## ADVISE LOCAL APPOINTED AND ELECTED LEADERS

The Advisory Board briefs Mayors, Select Boards, City/Town Managers and staff on MBTA issues. The Board reviews, advises, and confers with municipalities on the MBTA multi-year capital budget and operations budget.

# COMMITTEES

The MBTA Advisory Board's Executive Committee makes recommendations for action to the Advisory Board and can act as a delegate for the Advisory Board. It can also create sub-committees to pursue special projects.

The Advisory Board's committees are where much of the organization's work takes place, and where members can have the greatest impact on the MBTA. In addition to the Executive Committee, we have eight (8) robust and active committees.



## BUDGET & AUDIT COMMITTEE

Responsible for the development and oversight of the organization's annual internal budget. The Budget & Audit Committee works with the Executive Director to ensure full compliance with all appropriate financial monitoring and oversight policies and procedures.



## BY-LAW COMMITTEE

Along with the Executive Committee, the By-Law Committee can introduce amendments to the body's by-laws for the full Advisory Board to consider at its annual general meeting.



## CAPITAL BUDGET REVIEW COMMITTEE

Charged with the ongoing review of the MBTA's capital spending plans, including its annual Capital Improvement Plan (CIP), and the quinquennial Program for Mass Transportation (PMT).



## CLIMATE & CLEAN ENERGY COMMITTEE

Understanding that the MBTA is the largest provider of emission-free transportation in New England, this committee considers the MBTA's strategic climate plans, comments upon such plans, and recommends strategies and actions for the full body to consider.



## MBTA OPERATING BUDGET REVIEW COMMITTEE

The ongoing review of MBTA finances in general, and specifically the development of an annual report analyzing the MBTA's operating budget.



## FERRY COMMITTEE

Oversight of ferry operations, review of ferry contract process, and discussions about the future of ferry service and ferry pilots. Meets quarterly with senior MBTA and contractor staff to discuss service-related matters, ferry policies, and the future of ferries in the Commonwealth.



## COMMUTER RAIL COMMITTEE

Review of MBTA's Commuter Rail operations, contracting processes, expansion/transformation concepts and pilot programs. Meets quarterly with senior MBTA and contractor staff to discuss service-related matters, rail policies, schedule changes, and the future of rail in the region.



## RAPID TRANSIT COMMITTEE

Review of MBTA's bus, heavy rail, light rail, and paratransit operations including transformation initiatives, expansion proposals, and pilot programs. Meets quarterly with senior MBTA operations staff to discuss service-related matters, policies, schedule changes, and the future of rapid transit in the region.

# MBTA ADVISORY BOARD

**RELIABLE - ACCOUNTABLE - TRANSPARENT**

**MEMBER COMMUNITIES CONTRIBUTE**

**\$180M**  
TO THE MBTA ANNUALLY

**DEMAND RELIABLE PUBLIC TRANSPORTATION SERVICES FOR THE**

**1.3M**

**DAILY RIDERSHIP (WEEKDAY)**

**HOLD THE MBTA ACCOUNTABLE TO THE PUBLIC**



**ENCOURAGE A MORE TRANSPARENT MBTA &  
REVIEW MBTA ANNUAL BUDGET OF**

**\$2.35+B**

**BUS**  
**FERRYBOAT**  
**LIGHT RAIL**  
**SUBWAY**  
**COMMUTER RAIL**  
**TROLLEY**

177 Tremont Street #4  
Boston, MA 02111

info@mbtaadvisoryboard.com  
617-426-6054

 /mbta-advisory-board  
 @TAdvisory





**Council on Aging**  
Old Town Hall  
38 Maple Street  
Middleton, MA. 01949  
978-777-4067  
[www.townofmiddleton.org](http://www.townofmiddleton.org)

9.

Sept. 6, 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: 8/29/22

Name: Marion Bojas, Julianne Hazard, Jonathan Bojas

Donation: \$500.00

Check Number 528

This donor would like to remain anonymous

Yes

XX No

MARION J BOJAS  
JULIANNE E HAZARD  
JONATHAN G BOJAS

63-7129/2113

528

DATE 8-29-92 MP

0 CIRCLE below overhills  
PROPERTY OF NORTH SHORE BANK



PAY TO  
THE ORDER OF

Middleton Food Pantry

\$ 500.00

Five Hundred and No/100

DOLLARS

← Heat  
Reactive  
Ink

N

**NORTH SHORE BANK**

Well north of your expectations.™

MEMO

Marion J Bojas MP

0528

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.