

**MIDDLETON SELECT BOARD**  
**MEETING AGENDA**  
**FULLER MEADOW ELEMENTARY SCHOOL**  
**NATHAN MEDIA CENTER**  
**143 SOUTH MAIN STREET, MIDDLETON, MA 01949**  
**TUESDAY, JANUARY 9, 2024**  
**6:00 PM**

*This meeting is being recorded - Public Zoom Participation will not be available for this meeting*

6:00 pm    1. Business

- a. Warrant: 2413; 2414; and FP 31
- b. Minutes: November 14, 2023, November 28, 2023; December 5, 2023, December 19, 2023 OS; December 19, 2023 ES
- c. Acceptance of donations:
  - i. \$500 to the Middleton Food Pantry from George Dow
  - ii. \$1,000 to the Middleton Food Pantry from Torrice Family Charitable Trust
  - iii. \$500 to the Middleton Food Pantry from Gary Silacci Jr.
- d. Town Administrator Updates and Reports

6:10 pm    2. Public Comment

6:20 pm    3. Department Head Update: Human Resources, Jackie Bresnahan

6:30 pm    4. Locust St Appraisal – Approve Funding from ATM23

6:40 pm    5. Vote to update all Select Board rules, regulations, and policies to gender neutral language within the Town Code

6:45 pm    6. Review Inter-Municipal Agreement between the Towns of Boxford, Topsfield and Middleton

6:55 pm    7. Declaration of surplus items from the Department of Public Works

7:05 pm    8. Open Warrant for the Annual Town Meeting on May 14, 2023

7:10 pm    9. Update on Scout Barn/Cabin

7:20 pm    10. Updates & Announcements

Upcoming Meetings:

January 23, 2024  
February 2, 2024  
February

Regular Select Board Meetings  
Saturday Joint Budget Meeting at 8:30 am  
Regular Select Board 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.*

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MEETING MINUTES  
MIDDLETON SELECT BOARD MEETING  
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER  
143 SOUTH MAIN STREET, MIDDLETON, MA 01949  
TUESDAY NOVEMBER 14, 2023 at 6:00 PM

*This meeting was in person, broadcast live and recorded by Civic Media.*

With a quorum present, Chair Garber called the meeting to order at 6 pm.  
Select Board Present: Chair Jeff Garber; Brian Cresta; Kosta Prentakis; Debbie Carbone. Not present: Rick Kassiotis, Clerk. Also Attending: Justin Sultzbach, Town Administrator (TA); Jackie Bresnahan Assistant Town Administrator (ATA) /Human Resource Director; and others as noted.

*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.*

1. Business

- a. November 2, 2023 **Warrant 2409:** Payroll \$ 872,033; Bills payable \$ 3,809,206; **FP28** \$ 325,042
- b. November 16, 2023 **Warrant 2410:** Payroll \$ 798,164; Bills payable \$ 641,303; **FP29** \$ 278,400

The Town Accountant/Finance Director Sarah Wood has reviewed the warrants and requested the Board's approval. Town Administrator Sultzbach provided a brief overview of the Warrants presented for approval.

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*On a motion by Prentakis second by Carbone, the Select Board voted unanimously to approve Warrants 2409, 2410, and FP28 & FP29 as presented.*

- c. Minutes: *On a motion by Prentakis second by Cresta, the Select Board voted unanimously to approve the meeting minutes of October 24, 2023; November 7, 2023*

Town Administrator updates & Reports – J. Sultzbach

- o We have complete our MS4 Stormwater reporting, thank you to our Conservation Agent Kristen Kent for keeping us in compliance.
- o MEMA has reviewed and returned our Emergency Management Plan, Chief LeColst will be taking us through the next steps.
- o A huge thank you to Veteran's Agent Kevin Welch and all town staff & volunteers that organized our well attended Veteran's Day Ceremony.
- o Wreaths Across America in Middleton will be Saturday, December 16<sup>th</sup> at the Oakdale Cemetery at 1:30pm.
- o Signs for the new Brigadoon parking policy are expected to be delivered next week, with an anticipated implementation for December 1<sup>st</sup>.
- o The Middleton Turkey Trot race starts at 8am on Thanksgiving Day at the Flint Memorial Library.
- o The Town received a draft of the Villebridge Middleton 40b Corridor Study. It is currently being peer reviewed, with results expected next week.
- o Congratulations to Middleton's newest member of the Police Department, Officer Jonathan Santiago, who was appointed last Tuesday the 7<sup>th</sup>.
- o Congrats to our new DPW Working Forman Glenn Osgood (internal hire).
- o J. Sultzbach thanked the residents who attended last Thursday's Solid Waste Advisory Committee meeting. The meeting can be viewed on the town website and feedback may be submitted to ATA Bresnahan through Monday, November 27<sup>th</sup>. J. Bresnahan offered a brief update that the SWAC will meet again regarding sticker fees and will finalize their recommendation and make a presentation on operation budget Saturday in February. A discussion followed.

**2. Public Comment – There was none.**

**3. Department Head Updates:** *Fire Department* - Fire Chief Doug LeColst was present and summarized the Fire Department's status including an increase in calls over last year, noting back to back calls in particular have been challenging to the department. Mutual Aid calls are steady and transports from the Middleton House of Correction are currently 17.8 % of the overall calls; this is a slight increase over last year. Chief noted his concerns staffing the Department due to the availability of part-time firefighters and gave an update on firefighter training.

The Department did not receive the Safer Grant but are waiting for equipment from the Assistance to Firefighter grant; the Department continues to apply for grants.

The new fire engine is estimated to arrive the first quarter of 2025; the original price was held during the delay. The new ambulance will be ordered, and is anticipated to be a 2 year wait.

Chief spoke on the Department's current technical updates/projects to improve safety, specifically initiating Community Connect, a free program for residents to submit pertinent information in the event of emergency response i.e. pets, oxygen, shut off locations, number of people in the house, etc.

**4. Presentation of donations to Food Pantry & COA\*** - James Desrocher, Food Truck Festival

(This agenda item was later in the agenda) J. Desrocher was present on behalf of the Middleton Food Truck Festival. This was the 4<sup>th</sup> annual event to benefit the Middleton Food Pantry and the Friends of the Council on Aging with each receiving \$4,000. He recognized and thanked J. Bresnahan, the DPW, Fire, Police, and Health Departments for their help with this event. In Summary 9 food trucks and 18 businesses participated.

*On a motion by Cresta, seconded by Carbone, the Board voted unanimously to accept with thanks the donation from the Middleton Food Truck Festival in the amount of \$4,000 for the Food Pantry.*

**5. Review & endorsement of (2018) Master Plan Implementation Process** – Town Administrator Sultzbach provided a brief update from the Master Plan Committee, with the request for the Board to review and approve the Master Plan Implementation Process.

K. Prentakis observed the Community Preservation Act (CPA) was adopted in 2004 with the intention to be used as an alternative funding source for capital projects with Community Preservation Committee (CPC) overseeing the process. He referenced specific language in the Master Plan Implementation Process identifying the CPC as a responsible party and potential fund raising source, which he alleged was counter to the way the CPC operates; removal or amending this language will be considered that clearly identifies the CPC as a funding source.

Chair Garber pointed out there has been a lot of change the past five years since 2018 and questioned if the Master Plan is relevant or appropriate for the current state of the Town. The Town Administrator observed much of the plan is being followed and suggested it may be time to discuss the next review of the Master Plan.

Town Administrator Sultzbach will clarify the lot lines for the library and fire station properties as referenced in the Master Plan.

Upon review, the Board accepted the Master Plan Implementation Process as informational, but incomplete. Town Administrator Sultzbach will communicate with this Committee about next steps.

**6. Finalize Draft of FY24-FY26 Select Board/Town Administrator Goal Setting** – Town Administrator Sultzbach followed up on the edits to the goal setting as approved at the last meeting. B. Cresta suggested, and it was agreed, to add a review of the Town's Web site to the goals.

**7. Acceptance of Gifts & Donations**

a. \$5000 from Institute for Saving Charitable Foundation Inc. – Food Pantry

*On a motion by Cresta, seconded by Prentakis, the Board voted unanimously to accept the \$5000 donation to the Middleton Food Pantry from Institute for Saving Charitable Foundation Inc. with thanks.*

**b. 24"** Commercial Fridge from Essex Technical School for Sr. Center – Heidi Riccio Superintendent of Essex Tech was recognized for her partnership with the town; a note of thanks will be sent.

*On a motion by Cresta, seconded by Carbone, the Board voted unanimously to accept the 24" Commercial Fridge from Essex Technical School for the COA (Sr. Center) with thanks.*

**8. Donation Account & Policy for Municipal Complex** - ATA Bresnahan reviewed a donation account for the Municipal Complex has been set up by the Finance Director to receive donations with the intention to reduce the second borrowing. The request of the Board was to appoint a five member ad hoc committee (3 at large, 1 Select Board, 1 Building Committee ) to solicit for donations, i.e. for meeting rooms, naming policy, etc. Funds may be earmarked for specific items/departments. The Select Board remains the accepting authority of all gifts and donations in accordance with the financial policy.

B. Cresta spoke with caution on the naming policy and suggested the Board set permitters to avoid potential issues prior to this committee being appointed and requested this be on a future agenda for discussion. He also questioned the use of the word to "solicit" donations. ATA Bresnahan fielded questions from the Board.

D. Carbone will draft the wording for the naming policy for review by the Board.

\*Presentation of Donations to Food Pantry & COA

**9. Peabody St Bridge Alternative Funding Scenario** – *May include re-appropriation of other infrastructure related APRP Funds* – Town Administrator Sultzbach explained the existing budget of \$475,000 (of which \$300,000 is state funding, \$125,000 is ARPA funded, and \$50,000 is Chapter 90 funds). The bids for the project ranged from \$1.5M to \$566,317. The lowest bid is \$91,317 over budget; therefore, the Town may not enter into a contract. In addition, the state has not released the (\$300,000) funding for this project.

In consultation with the Finance Director, the recommendation is to use existing resources to allow the town to enter into a contract before the bid expires (and increases). Proposed to the Board was the use of a portion of the ARPA funding slated for the two water-looping projects (Essex St/ Liberty St) estimated/budgeted at \$650,000 each; the water looping project is only in the planning stage. Once the State funds are released for the bridge project, the funding will be appropriately processed back to reimburse the water looping projects. A lengthy discussion followed on the best solution.

It was noted work on the bridge will begin immediately with site stabilization and be ready for construction in the spring 2024.

*On a motion by Cresta, seconded by Carbone, the Board voted unanimously to reduce the Liberty Street water looping project by \$195,000 and reduce the Essex Street to Debush Ave water looping project by \$195,000, and increase the Peabody Street Bridge (ARAP) funding from \$125,000 to \$515,000, with any remaining required dollars from Chapter 90 funds, with the understanding that once the \$300,000 (for the Peabody St. Bridge) is released by the Commonwealth of Massachusetts, that money will be recommitted to the water ~~looping~~ looping projects in equal parts.*

**10. DE-2 Approval Letter update & vote to support Department of Revenue (DOR) determination regarding \$9.95 M borrowing for the Municipal Building Project**- The Town previously submitted a request to the DOR to reaffirm the increase in the facilities project cost (\$9.95M) was due to inflation and not a change in scope. On November 1, the Town received notice the DOR accepted the application with the caveat the Board vote to accept the DOR's interpretation a ballot vote is not required.

*On a motion by Cresta, seconded by Carbone, the board voted unanimously to approve and submit the approval letter update to DOR regarding the \$9.95M borrowing for the municipal building project.*

**11. Review of Holiday Schedule for 2024** – The Board reviewed the 2024 Holiday Schedule as presented. Under discussion the board discussed including the Friday after Thanksgiving and a discussion followed to be equitably to all non-union employees and potentially make this a negotiable item with the union. The Town Administrator will prepare a comprehensive plan for discussion at a later date.

**12. Updates & Announcements**

K. Prentakis gave a brief update on school enrollment which continues to decrease. Currently Masconomet High School has 1592 students enrolled with 1558 being from the tri town; enrollment for grades K-6 is 1688.

**Upcoming Meetings:** November 28; December 5 (if needed); December 19

**7:40 pm -Executive Session** – *On a motion by Cresta, seconded by Carbone, the Board voted unanimously by roll call to enter into Executive Session pursuant to G.L. C 30A, § 21 (a)(3) to discuss strategy with respect to collective bargaining negotiations with all units and not return to open session but adjourn directly from Executive Session.*

**Adjournment** -*The Board voted unanimously by roll call to adjourn at 8:03 pm.*

*Respectfully submitted by,*

Catherine E. Tinsley

Catherine Tinsley, Recording Secretary

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Rick Kassiotis, Select Board Clerk

**Documents either distributed to the Select Board before the meeting in a packet or at the meeting:**

- Agenda: November 14, 2023
- Warrant # 2409 & 2410: FP 28 & 29
- Minutes: October 24,2023; November 7, 2023
- Town Administrator Report
- Memo: Master Plan Committee RE Master Plan 300 Implementation – 11.3.23
- Town of Middleton Priorities & Goals Fy24-26 - 10.24.2023
- Middleton Food Bank donation - 10.24.23
- Essex Tech Donation to COA - 11.14.23
- Memo: J. Bresnahan to Select Board RE Municipal Facilities Complex – Donation Policy 11.9.23
- Memo: J. Sultzbach to Select Board RE Peabody St Bridge Alternative Funding 11.14.23
- DLS – D. Wagner RE Application for Debt Exclusion 2 – 11.1.23
- 2024 Holiday Schedule

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MEETING MINUTES  
MIDDLETON SELECT BOARD MEETING  
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER  
143 SOUTH MAIN STREET, MIDDLETON, MA 01949  
TUESDAY NOVEMBER 28, 2023 at 6:00 PM

*This meeting was in person, broadcast live and recorded by Civic Media.*

Select Board Present: Chair Jeff Garber; Rick Kassiotis, Clerk; Kosta Prentakis; Debbie Carbone

Not present: Brian Cresta

Others Attending: Justin Sultzbach, Town Administrator (TA); Jackie Bresnahan, Assistant Town Administrator (ATA) /Human Resource Director; and others as noted.

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*With a quorum present, Chair Garber called the meeting to order at 6 pm.*

**Business**

a. Warrant 2411: Payroll \$ 808,348; Bills Payable \$ 1,267,061

The Town Accountant/Finance Director Sarah Wood has reviewed the warrants and requested the Board's approval. Town Administrator Sultzbach provided a brief overview of the Warrants presented for approval.

*On a motion by Prentakis, second by Carbone, the Select Board voted unanimously to approve Warrant # 2411 as presented.*

b. Minutes – There were none.

c. Town Administrator updates & Reports – J. Sultzbach

o Congratulates to Town Clerk Ilene Twiss for receiving her clerk certification from state and Police Chief Sampson who was appointed Sergeant of Arms for the Police Association.

d. Update on 49 South Main Street/10-18 Boston Street Project- *This agenda item was deferred to a future meeting.*

**2. Public Comment – there was none.**

*The agenda was taken out of order with permission.*

Review & discuss FY2024 Quarter 1 Financial Update: S. Wood, Finance Director

Town of Middleton Flag Policy Review

Acceptance of Gifts & Donations

*A recess was called at 6:23 to allow for the public hearing to begin as posted at 6:30.*

**3. Department Head Updates:** Assessors: Brad Swanson, Chief Assessor

B. Swanson was present and gave a brief update on the Assessing department.

**4. FY2024 Tax Classification Hearing:** Review of FY 2024 final valuations to be approved by Department of Revenue: B. Swanson, Chief Assessor

*The board voted unanimously to open the tax classification hearing at 6:31pm.*

B. Swanson referenced a power point presentation. Highlights include:

- Taxable value increased 13.4 percent to \$3.193 billion – Average increase in Essex County is 12 percent
- Increase of 15.73 percent in assessed value of single family homes to \$935,466
- Commercial value up 4.2 percent
- Industrial value up 17.5 percent

Exemptions:

- Open Space - Middleton has no open space parcels qualifying for up to 25 percent discount.

The hearing was open for public comment/questions. There were none.

*On a motion by Prentakis, seconded by Kassiotis, the Board voted unanimously to set the open space discount at zero.*

- Residential Exemption - To adopt up to a 35% Residential Exemption; if yes, identify a percentage

The hearing was open for public comment/questions. There were none.

Under discussion: Garber questioned and initiated a discussion on how this might apply to residents that have second homes in other states and do not pay Mass Taxes.

*On a motion by Prentakis, seconded by Carbone, the Board voted unanimously to set the residential exemption at zero.*

- Small Commercial Exemption To adopt up to 10% discount; there are no qualifying parcels

The hearing was open for public comment/questions. There were none.

*On a motion by Prentakis, seconded by Carbone, the Board voted unanimously to set the small commercial exemption at zero.*

- Classification: To determine the percentage of the tax levy to be borne by the two main property classes Residential and Commercial, Industrial, & Personal (CIP): 100% factor, or unity for both classes Other Essex County town were identified with large commercial bases in comparison to Middleton. It was noted for every dollar increased the tax rate on commercial property, it only reduces the residential rate by 19 cents.

The hearing was open for public comments/questions.

Chris Richardson, Jersey Lane, thanked the board for keeping it one class and to consider keeping it at one class citing 60 percent of the budget is the school system and businesses receive no benefit and therefore pay 100 percent of taxes to the other 40 percent of the town budget and spoke on other ways businesses support the town through donations.

Anthony Mirabito, Nichols Lane, and Denise Perkins, North Liberty also spoke in support of one classification rate.

*On a motion by Prentakis, seconded by Kassiotis, the board voted 3-1-0 to maintain one tax rate for all properties with Garber voting in the negative in support of a small tax shift to the businesses. Carbone spoke specifically in support of one tax rate.*

*The board voted unanimously to close the hearing at 6:57 pm.*

## 5. Review & discuss FY2024 Quarter 1 Financial Update: S. Wood, Finance Director

S. Wood was present and reviewed the 2024 Q 1 results for the General Fund, CPA Fund, and Water enterprise Fund. In summary, the town is on target and the budget where it should be at this time. Revenues are based on town meeting estimates and will be adjusted after the tax rate is set, scheduled later in the meeting.

Highlighted from the report:

- General Fund - 24.7% expended to date.
- Expenditures - All departments below 25%.
- 92.5% of encumbrances carried from FY23 have been closed out.

- Minor adjustments of local receipts based on trends.
- CPA expenditures 0% - The state match was less than expected at \$65,354
- Revolving funds - reduced from five to three funds.

#### **6. Recommendation by the Police Chief for the Appointment of Reserve Officer: Garrett Greer**

Police Chief Sampson was present and spoke on his recommendation of the appointment of Garrett Greer. This appointment would bring the roster to five Reserve Officers.

*On a motion by Prentakis, seconded by Carbone, the board voted 3-0-1 to appoint Garrett Greer as a Reserve Officer on the Middleton Police Department for a term to end June 30, 2025 with R. Kassiotis abstaining to avoid potential conflict.*

#### **7. Vote on transfer of Licenses (liquor, common vic, entertainment) for The Clubhouse from The Clubhouse Golf & Entertainment, LLC to AMMP Ventures, LLC DBA The Clubhouse Golf & Entertainment, 216-220 South Main Street.- Attorney Tyler Henseler, Upton Connell & Devlin, LLP was present representing the applicant Armando Perna (present) and spoke on the request to transfer ownership only; the current manager will not change.**

*On a motion by Prentakis, Seconded by Carbone, the board voted unanimously to approve the transfer of licenses (liquor, common vic, entertainment) for The Clubhouse from The Clubhouse Golf & Entertainment, LLC to AMMP Ventures, LLC DBA The Clubhouse Golf & Entertainment, 216-220 South Main Street.*

#### **8. Vote on Change of Officer/ Director and transfer of stock for Mahin Corp. DBA Dave's Liquors**

John Mooradian, Demakis Law, was present representing the applicant, Samirkumar Patel (present) manager of record for Mahin Corp to amend the license to S. Patel as the sole stockholder and officer.

*On a motion by Kassiotis, seconded by Carbone, the board voted unanimously to accept the change of Officer/ Director and transfer of stock for Mahin Corp. DBA Dave's Liquors.*

#### **9. Vote on Annual License Renewals – ATA Bresnahan updated the board on the status of the 42 annual license renewals:**

- 18 have submitted all paperwork and pending scheduled inspection
- 9 are anticipated to be ready for the December meeting
- 3 have submitted some documents
- 12 businesses have not started the process but about half acknowledged receipt of the paperwork.

The Town Administrator's office will continue to follow up with the businesses. Those that do not meet the November 30 deadline for liquor licenses are treated as a new application; all license fees increase December 1.

*On a motion by Kassiotis, seconded by Carbone, the board voted unanimously to renew the licenses as included in the packet (as published) except class II Motor Vehicle Licenses.*

*On a motion by Prentakis, seconded by Kassiotis, the board voted 3-0-1 to renew the Class II licenses as included in the packet (as published) with Garber abstaining as a license holder.*

#### **10. Town of Middleton Flag Policy Review- Town Administrator Sultzbach spoke with Counsel regarding a Flag Policy for the Town owned buildings, excluding schools. Counsel recommended the town policy be flag poles on town owned land be used for the American, State, Town, government flag including Armed Forces (MIA, POW) flags and non-town flags not be included. Chair Garber read the policy.**

*On a motion by Carbone, seconded by Kassiotis the board voted unanimously to accept the Flag Policy as written and presented effective immediately.*

#### **11. Acceptance of Gifts & Donations**

- *On a motion by Carbone, seconded by Kassiotis, the board voted unanimously to accept a \$2,500 from donation from James Vining for the Middleton Food Pantry, with thanks.*
- *On a motion by Carbone, seconded by Kassiotis, the board voted unanimously to accept a \$2,500 donation from James Vining for the Council on Aging, with thanks.*
- *On a motion by Carbone, seconded by Kassiotis, the board voted unanimously to accept a \$1,000 donation from the Jeff & Carol Curvey Foundation with thanks.*

#### **12. Acceptance of FY24 Community One Stop Grant Award**

Town Administrator Sultzbach reported the town received a \$ 75,000 grant award from Executive Office of Housing and Livable Communities for Community Planning. This will be used as part of the rezoning project for town hall.

*On a motion by Carbone, seconded by Prentakis, the board voted unanimously to accept the Community One Stop Grant.*

#### **13. Updates & Announcements**

##### **Upcoming Meetings:**

December 5 Select Board Meeting to approve licenses

December 19 Regular Select Board Meeting

December 2 Winter Fest

**Adjournment** -*The Board voted unanimously to adjourn at 7:15 pm*

*Respectfully submitted by,*

Catherine E. Tinsley

Catherine Tinsley, Recording Secretary

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Rick Kassiotis, Select Board Clerk

##### **Documents either distributed to the Select Board before the meeting in a packet or at the meeting:**

Agenda: November 28, 2023

Warrant # 2411: FP27

Town Administrator Report

Town of Middleton FY24 Tax Classification Hearing Presentation & Information

S. Wood Finance Director – FY24 1<sup>st</sup> Quarter Highlights - 11.8.23

Reserve Office Appointment – Recommendation - 11.22.23

T. Henseler - Application for Transfer of Liquor License AMMP Ventures, LLC - 11.2.23

Demakis Law Offices – Change of Officer/ Director and stock transfer application Mahin Corp. - 11.8.23

Letters of donation

Community One Stop Grant award (EOHLC) Community Planning Grant Program - 9.25.23

MEETING MINUTES  
MIDDLETON SELECT BOARD MEETING  
MEMORIAL HALL TOWN CLERKS OFFICE  
48 SOUTH MAIN STREET, MIDDLETON, MA 01949  
TUESDAY DECEMBER 5, 2023, at 12:30 PM

Select Board Present: Chair Jeff Garber; Rick Kassiotis; Clerk; Kosta Prentakis; Debbie Carbone

Others Attending: Justin Sultzbach, Town Administrator (TA); Jackie Bresnahan Assistant Town Administrator (ATA) /Human Resource Director; and others as noted.

Absent: Brian Cresta

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*With a quorum present, Chair Garber called the meeting to order at 12:37 pm.*

**Business**

1. Vote of new Common victualler license for Acailand DBA Best Bagels.

*On a motion made by Kosta Prentakis second by Debbie Carbone the Select Board voted to approve 4-0. With understanding it may be amended to one license.*

2. Vote on Annual License Renewals for only motor vehicles

*On a motion made by Kosta Prentakis to renew annual License Renewals for only motor vehicles License second by Debbie Carbone the Select Board voted to approve 3-0 (Jeff Garber recused).*

**Updates-**

Town Administrator Sultzbach took a moment to acknowledge to amount of work Deb Mahoney as done on license renewals. The Select Board thanked Deb for all her work.

Mr. Prentakis asked what the statues of license that are outstanding. The Assistant Town Administrator noted that 47/66 are signed and 15 are in the queue for fire and building inspection. Captain Pizza only renewing Common victualler license and not renewing liquor license. Have been unable to get in contact with Charlies, Farmer Brown and Freddie's.

**Adjournment at 12:45**

*Respectfully Submitted by,*  
William Walsh  
William Walsh, Recording Secretary

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Rick Kassiotis, Select Board Clerk

MEETING MINUTES  
MIDDLETON SELECT BOARD MEETING  
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER  
143 SOUTH MAIN STREET, MIDDLETON, MA 01949  
TUESDAY DECEMBER 19, 2023 at 6:00 PM

*This meeting was live on cable and recorded.*

Select Board Present: Chair Jeff Garber; Rick Kassiotis, Clerk; Kosta Prentakis; Debbie Carbone

Not present: Brian Cresta

Others Attending: Justin Sultzbach, Town Administrator (TA); Jackie Bresnahan, Assistant Town Administrator (ATA) /Human Resource Director; and others as noted.

*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.*

*With a quorum present, Chair Garber called the meeting to order at 6 pm.*

**Business**

- a. Warrant 2412: Payroll \$ 948,360 ; Bills payable \$ 2,733,862 (\$1.7 annual debt service payment for purchase of land and project funding); Facility Project (FP) 30: \$203,880

The Town Accountant/Finance Director Sarah Wood has reviewed the warrants and requested the Board's approval. Town Administrator Sultzbach provided a brief overview of the Warrants presented for approval.

On a motion by Prentakis second by Carbone, the Select Board **voted unanimously** to approve Warrant # 2412 and FP 30 as presented.

- b. Minutes – There were none.
- c. Town Administrator updates & Reports – J. Sultzbach
  - o Thank you to our Middleton first responders for all of their efforts year round.
  - o I met with the leadership of the Tritown School Union at their Central Office last week as part of an early budget discussion. It is noteworthy that they have expressed interest in applying for the MSBA rapid repair program for the Fuller Meadow roof. The acceptance period for LOI's opens on Friday, January 12<sup>th</sup>, 2024, a cost has not yet been determined.
  - o The new 62/38 health insurance split went live during last pay period. Thank you to ATA Bresnahan, Finance Director Wood, Treasurer Federico and Asst. Treasurer Alley for the work that went into planning and implementing this change. Also a huge thank you to the Select Board for their continued support of our employees.
  - o Town Administrator joined the Board of Library Trustees at their Monday, December 11<sup>th</sup> meeting and thanked them for their hospitality, and would be a regular participant over the next several months.
  - o The Town received word from our statehouse delegation that HB4204 was signed by Governor Healey last week. This included "Section 48", which extended our deadline to use funds for the Rt114/South Main Street sidewalk relocation into June of 2024.
  - o The Town continue to collaborate with our partners in Boxford and Topsfield to administer the Shared Health Grant. Traci Mello and ATA Bresnahan are currently working out the details for Middleton to take a larger leadership role in this process.

- Town Administrator identified a qualified firm that is interested in carrying out the Locust Street Appraisal. A more in depth update will be provided at your next meeting in January.
- The \$300k from the State for the Peabody Street Bridge has officially been released, returning recently appropriated ARPA funds to a previously committed water project.
- Middleton will be receiving a \$158,766 boost to our FY24 CH90 apportionment as part of the Fair Share Amendment.
- Following the affirmative vote for additional funding for the Municipal Campus, we received news from Mr. Roger Bourgeois in mid-November that he would be stepping down from his duties on the Building Committee. I wanted to take a moment to recognize his service to the community and thank him for his heavy lifting on the Building Committee.
- Thank you to those who joined the Legion Post, Legion Riders, and Patriotic Observances Committee for Saturday's Wreaths Across America. Over 575 wreaths were placed in Oakdale Cemetery. Special thanks to volunteers Coral and Paul Stieger for their fundraising and coordination efforts and to VSO Kevin Welch for his support of the event.
- The Affordable Housing Trust has been meeting since March of 2023 and will be working on public outreach beginning in January on their 5 year strategic plan. More information will be available in the new year on the website as well as hardcopy in Memorial Hall, the COA, and the Flint Public Library for those who would like to participate.
- In closing, Town Administrator Sultzbach wished a very Merry Christmas and Happy New Year to our Staff, Volunteer Boards and Committees, and the people of Middleton.

K. Prentakis provided an update on the Regional School Committee meeting during which the Capital Committee made a presentation on the following timeline. In summary there are potentially four override requests in the next three years: (Middleton's share is one-third)

1. May 2024 – Request \$5 million for OPM Designing services for the roof, hvac system, and bld management systems, *plus*, \$4.5 million for other critical needs.
2. May 2025 –Turf field funding balance not covered by fund raising.
3. May 2026 - Reconfigure classrooms as related to strategic plan.
4. Fall 2026 - Funding for the construction of the systems as identified from the 2024 study.

There is a possible plan to switch from natural gas to electric.

## **2. Public Comment**

Edwin Cowart Cabral Drive spoke in detail on recent flooding in the area of his neighborhood causing a multitude of issues e.g. landscaping destroyed & damage to the wetlands. He alleged developers are not maintaining drains, or drainage systems were not designed properly, and silt curtains in place are not effective. He requested the planning board members do a site visit. The Town Administrator will speak with planning board Chair. The Select Board recommended other Department Heads be made aware of the situation and repeated flooding issues

## **3. Acceptance of Donations**

6<sup>th</sup> Annual Turkey Trot- There were over 754 registered participants this year and \$19,000 was raised to benefit: Friends of Flint Library, Middleton Food Pantry, Youth Soccer, Veteran's Service Office (VSO), PTO Youth Softball, Council on Aging (COA), Rail Trail, and Youth Basketball.

*On a motion by Prentakis, seconded by Kassiotis, the Board voted unanimously to accept the donations from the Annual Turkey Trot for the Middleton Food Panty, COA, and VSO, with thanks.*

*On a motion by Prentakis, seconded by Kassiotis, the Board voted unanimously to accept a \$1000 donation from the Rotary Foundation and a \$1000 donation from Circle Furniture for the Middleton Food Pantry with thanks.*

Checks were presented to representatives from the various organizations.

**4. Department Head Updates:** Jillian Smith, Council on Aging (COA) Director

On behalf of the COA employees, J. Smith thanked the Select Board for the Summer Recognition event.

J. Smith gave the board an overview of the COA saying participation and programs continue to grow, and the new ADA ramp project has started. She added everyone is looking forward to their new space at the new facility to continue to grow and provide services for residents.

**5. 49 South Main Street/10-18 Boston Street Project- Corridor Improvement Study Review**

Developer Lars Unhjem, Villebridge Development was present with his Attorney John Smolak.

A Development Agreement continues to be discussed to possibly include the developer providing additional land to widen Route 114 to alleviate (additional) impact of the project traffic congestion on already stressed roads. K. Prentakis cautioned it would likely be a long process before traffic improvements would be realized. L. Unhjem spoke briefly on his concerns of how giving this land impacts the project, and delivers the benefit without issues.

It was noted the town is considering grants and other fiscal considerations to pay for infrastructure improvements to this intersection and Route 114/62.

J. Sultzbach mentioned should the developer make this land (.3 acres) available, it is uncertain at this time, who would be the property owner and the impact this action would have on the setbacks for the project, which currently have the frontage. He referenced the traffic study which determined if nothing was built on this site, the traffic would continue to worsen regardless, but realistically, something will be built in this location and potentially without this strip of land made available to widen the road. He will also be following up with Mass DOT.

The meeting was open for public comment:

Fred Feldman, Rowell Drive, inquired if the infiltration chamber would be taken into account, if the roadway was widened and how it may impact the project/abutters. Lars Unhjem did not believe this would interfere with the chamber; if it did, the chamber would be relocated. F. Feldman reiterated the high water table continues to be a great concern to the abutters and stressed the importance to understand the impact of the septic and water use to abutters.

It was noted the town has also been working with Mass DOT to get a left turn delay signal onto Boson Street from Route 114.

*On a motion by Prentakis, seconded, by Carbone, the Board voted unanimously to authorize the Town Administrator to proceed and develop a draft development agreement for the boards review.*

**5. Vote on Change of manager & change of office/director & transfer of stock of Middleton Shreeji Inc.**

DBA Richdale - New manager/ owner Chandrika Bhadresh Patel was present represented by Attorney Jill Elmstrom Mann for the Multi Amendment License application. Attorney Elmstrom Mann reviewed the application.

*On a motion by Prentakis, seconded by Kassiotis, the board voted unanimously to approve the change of manager/ & change of office/director and transfer of stock of Middleton Shreeji Inc. DBA Richdale.*

**7. Appoint Connor Galvin, as Shared Health Inspector** - ATA Bresnahan spoke on the shared Public Health Excellence Program with Topsfield & Boxford reviewing Middleton agreed to take on the hiring of the shared Health Inspector and hired Connor Galvin on October 25, 2023. This is a 30 hour a week position shared between the three communities. She summarized Middleton's high volume need for a public health inspector and this position is essential to Middleton; this position is paid for by a state grant, estimated to be in place for the next 7- 10 years.

*On a motion by Prentakis, seconded, by Carbone, the Board voted unanimously to appoint Connor Galvin, as Shared Health Inspector effective October 25, 2023 for a term through June 30, 2026.*

**8. Review Annual Town Meeting & Budget Calendar** - The Board reviewed the Calendar as provided in the meeting packet. Town Administrator Sultzbach highlighted important dates e.g. Operating Budget Summit February 3; Capital Budget Summit March 2; Town Meeting May 14; Annual Elections May 21.

**9. Update- Fuller Meadow Parking Infrastructure Improvements** - Town Administrator Sultzbach summarized the traffic study report for the Fuller Meadow School prepared to alleviate the current parking /traffic queuing and maintain safety. Parents will be permitted to continue to use a designated section of the golf course for staging through 2024 spring. There was an additional cost of \$4,000 for the fencing on the golf course, proposed to be paid for by the school. The contractor will assist with this plan and was recognized for their cooperation.

Town Administrator Sultzbach spoke on the recommended traffic and site improvements proposed in three phase as outlined in the report being Temporary, Immediate, and Long Term.

**10. Vote on Annual License Renewals** - ATA Bresnahan amended the list in the packet on page 132 to add Farmer Browns to the Common Victualler Non-Alcohol category, as completed.

J. Bresnahan reviewed the statute and enforcements for those who have not obtained their license in compliance. Charlies Roast Beef and Freddy's Place remain in non compliance at the time of the meeting.

*On a motion by Prentakis, seconded by Kassiotis, the board voted unanimously to approve all license renewals as listed on page 132 of the meeting packet with the addition of Farmers Brown common Victualler nonalcohol category.*

**11. Vote to Accept \$393,035.48 Complete Streets Grant – Boston St Sidewalks**

*On a motion by Kassiotis, seconded by Carbone, the board voted unanimously to accept the \$393,035.48 Complete Streets Grant for the Boston Street Sidewalks.*

**12. Vote to accept 25K Community Planning Grant- Memorial Hall parcel Study** - ATA Bresnahan gave an overview of the technical assistance grant to repurpose existing sites. This is in preparation of reassigning Memorial Hall, (including the parking lot, cemetery, trails, common/gazebo, and playing fields) when the new facilities project is completed. Mass Development will assign a consultant to the town, specific to this project, and provide feasibility strategies including public outreach.

The town must contribute (an additional) \$5,000 local match as part of the requirement for this grant. A scope of work is anticipated to be ready for review in January and it was noted this coincides with the proposed development across the street (Angelica property)

*On a motion by Prentakis, seconded by Carbone, the board voted unanimously to accept \$25K Community Planning Grant for the Memorial Hall parcel study.*

*On a motion by Prentakis, seconded by Kassiotis, the board voted unanimously to Utilize the use of \$5,000 from the 2023 ATM warrant article for the \$5,000 matching funds.*

**13. Updates & Announcements**

The winter on street parking ban is in effect as of December 1.

**14. Executive Session** Pursuant to GLC 30A s. 21 (a) (3) to discuss strategy with respect to collective bargaining negotiations: Police Union

*On a motion by Prentakis, seconded by Kassiotis, the board voted unanimously by roll call to enter into Executive Session pursuant to GLC 30A s. 21 (a) (3) to discuss strategy with respect to collective bargaining negotiations with the Police Union and not return to open session but adjourn directly from Executive Session.*

**Adjournment:** The board adjourned from executive session unanimously by roll call at 7:47 pm.

**Upcoming Meetings:**

January 9 & 23 Select Board Meeting

*Respectfully submitted by,  
Catherine E. Tinsley  
Catherine Tinsley, Recording Secretary*

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Rick Kassiotis, Select Board Clerk

**Documents either distributed to the Select Board before the meeting in a packet or at the meeting:**

Agenda: December 19, 2023

Warrant # 2412: FP30

Email Brian LaRoche to J. Sultzbach re Warrant FP30 - 12.6.23

Town Administrator Report

Donation letter – J. Smith to Select Board - 12.6.23

TEC Engineering Corp Report – North Main Street/ South Main Street Boston Street Corridor Improvement Study Peer Review #2 – 12.13.23

Updated Critical Improvement Plan

Vanasse & Associates Inc Response to Corridor Improvements Study Peer Review - 12.8.23

Memorandum/ Report from J. Dirk, P.E. & D. LaCivita, Vanasse & Associates - 10.27.23

Application from Mann & Mann P.C Counsellors at Law, re Richadale, 152 S. Main St -11.7.23

Connor Galvin, Resume

FY2025 Operating and Capital Budget Calendar - 11.29.23

DiNisco Design Traffic Study for Fuller Meadow School - 12.1.23

Mass DOT Complete Streets Agreement Notice to Proceed –10.10.23

Community One Stop for Growth Award - 9.22.23



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

lc  
i

December 19, 2023

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 Middleton Food Pantry:

Date: 11/30/23

Name: George E Dow Sr

Donation: \$500.00

Check Number 3731

This donor would like to remain anonymous

Yes

xx No



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

lc  
ii

January 2, 2024

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

Re: Middleton Food Bank Donation

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 Middleton Food Pantry:

Date: 12/19/23

Name: Torrice Family Charitable Trust

Donation: \$1,000.00

Check Number 2446

This donor would like to remain anonymous

Yes

xx No



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



January 2, 2024

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

Re: Middleton Food Bank Donation

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 Middleton Food Pantry:

Date: 1/23/23

Name: Gary Silacci Jr

Donation: \$500.00

Check Number 7083

This donor would like to remain anonymous

Yes

xx No

**TOWN OF MIDDLETON**  
**OFFICE OF THE TOWN ADMINISTRATOR**

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

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**Telephone (978) 777-3617**  
**[justin.sultzbach@middletonma.gov](mailto:justin.sultzbach@middletonma.gov)**

**TO:** Select Board  
**FROM:** Justin Sultzbach, Town Administrator  
**DATE:** January 9<sup>th</sup>, 2024  
**RE:** Locust Street Appraisal

---

Board Members,

At your direction our team has been working to dispose of surplus town-owned property. This well-discussed topic came up again as part of the Municipal Building Complex budget shortfall. In particular, the Locust St. parcel was identified as an attractive piece of surplus property that could be sold in an effort to offset needless additional project cost.

The first step in this process is to secure a qualified appraiser to determine a market rate value for the parcel. It is increasingly challenging to secure appraisers of undeveloped land of this size, however I am happy to report that we were able to secure the services of MINCO Corp. This firm has extensive experience in evaluating and appraising large-scale tracts of land and has carried out thousands of commercial appraisals throughout Massachusetts and New Hampshire.

Attached to this memo you will find a 7 page proposal highlighting the area to be appraised and scope of work. I have had several exchanges with John McCarthy, Senior Vice President of MINCO, to help shape the terms of this agreement. We landed on a contract value of \$4,000, a fee that I felt was competitive and fits easily within our already established budget for this initiative. The expenditure of funds set aside for this project requires an authorizing vote from the Select Board.

**Recommended Motion:** I move to authorize the Town Administrator to enter into an agreement with the MINCO Corporation in the amount of \$4,000 for the purpose of appraising the town-owned Locust Street parcel as outlined in the attached agreement.



December 15, 2023

# MINCO

CORPORATION

Mr. Justin Sultzbach  
Town Administrator  
Town of Middleton  
48 South Main Street  
Middleton, MA 01949

Dear Mr. Sultzbach:

At your request, MINCO Corporation is pleased to offer our appraisal services for vacant land owned by the Town of Middleton and located off Locust Street. The property to be appraised is an assemblage of five abutting parcels that, together, consist of approximately 40 acres of vacant land. These parcels are further identified on the attached Assessors Map 20 as Lots 16C, 27X, 27Z, 52 and 3Z. The Unofficial Property Record Cards of each are attached as well. Based upon our discussion, the estimated useable area of the site is about 20 acres based on past site investigation by the Town.

An estimate of the market value of the property will be provided and the fee is \$4,000. This fee is for the valuation of the real estate only and does not include court testimony, preparation time or travel which, if requested, will be billed separately and the fee negotiated under separate contract. As agreed, the assignment will be completed prior to February 1, 2024. It is my understanding that the purpose of the appraisal is for potential liquidation of the property and for no other reason.

If you wish to cancel this assignment after written authorization has been received, it is hereby agreed that you will reimburse MINCO Corporation for any cost incurred in the preparation of this report up to the time of cancellation. This proposal and associated terms shall be effective for thirty (30) days.

Our payment policy requires payment for services upon delivery of the completed report. Should you like us to proceed with this assignment, please sign this letter as authorization and acknowledgment of your acceptance of these terms. One electronic copy of the report will be provided unless otherwise requested. Please call if you have any questions.

Sincerely,  
MINCO Corporation



John F. McCarthy  
Senior Vice President

I, \_\_\_\_\_, hereby authorize MINCO Corporation to proceed with the appraisal assignment as referenced above. I understand that, by this authorization, I shall be responsible for payment of services as agreed herein and any and all collection costs on amounts overdue. The appraiser's liability is hereby limited to the amount of the professional fee paid for services rendered as part of this assignment. I hereby represent that I am authorized to enter into this contract. If I wish to cancel this assignment after written authorization has been given, it is hereby agreed that I will reimburse MINCO Corporation for any cost incurred in the preparation of this report up to the time of cancellation.

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Authorization Signature

Date

• *Real Estate Consultants*

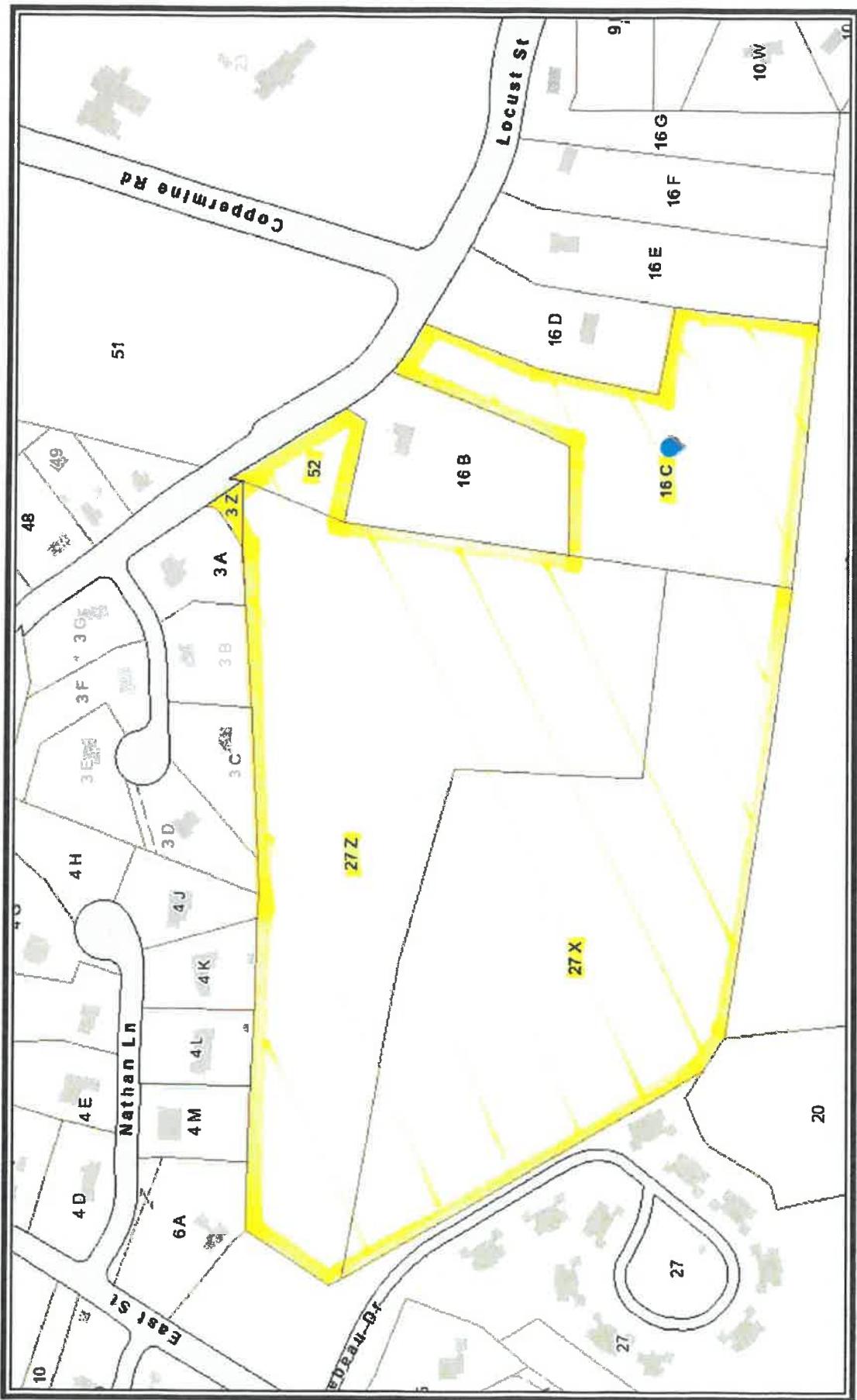
• *Real Property Evaluation*

• *Planning and Development*

• *Sales and Leasing*

231 Sutton Street • North Andover, Massachusetts 01845 • Tel (978) 687-6200 • Fax (978) 682-6473

E-mail: [minco2@mincocorp.com](mailto:minco2@mincocorp.com) • Web: <http://www.mincocorp.com>



# Unofficial Property Record Card - Middleton, MA

## General Property Data

Parcel ID 0020-0000-0016 C  
Prior Parcel ID -  
Property Owner MIDDLETON TOWN OF  
MEMORIAL HALL  
Mailing Address 48 SOUTH MAIN ST  
City MIDDLETON  
Mailing State MA Zip 01949  
ParcelZoning R1B  
Property Location 49 LOCUST ST  
Property Use Mun Conserv  
Most Recent Sale Date 5/27/2003  
Legal Reference 419594-  
Grantor FLATLEY,THOMAS J.  
Sale Price 100  
Land Area 6.865 acres

## Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 448,100	Total Value 448,100
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## Building Description

Building Style	Foundation Type	Flooring Type N/A
# of Living Units 0	Frame Type	Basement Floor N/A
Year Built N/A	Roof Structure	Heating Type N/A
Building Grade	Roof Cover	Heating Fuel N/A
Building Condition N/A	Siding	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmnt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

## Legal Description

## Narrative Description of Property

This property contains 6.865 acres of land mainly classified as Mun Conserv with a(n) style building, built about N/A , having exterior and roof cover, with 0 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

## Property Images

No Sketch Available	No Map Available	No Picture Available
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Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

# Unofficial Property Record Card - Middleton, MA

## General Property Data

Parcel ID	0020-0000-0027 X	Account Number	200125
Prior Parcel ID	--	Property Location	EAST ST
Property Owner	MIDDLETON TOWN OF MEMORIAL HALL	Property Use	Mun Conserv
Mailing Address	48 SOUTH MAIN ST	Most Recent Sale Date	11/9/2009
City	MIDDLETON	Legal Reference	29055-374
Mailing State	MA	Grantor	MIDDLETON TOWN OF,
Zip	01949	Sale Price	1
ParcelZoning	R1B	Land Area	17.600 acres

## Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 606,700	Total Value 606,700
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## Building Description

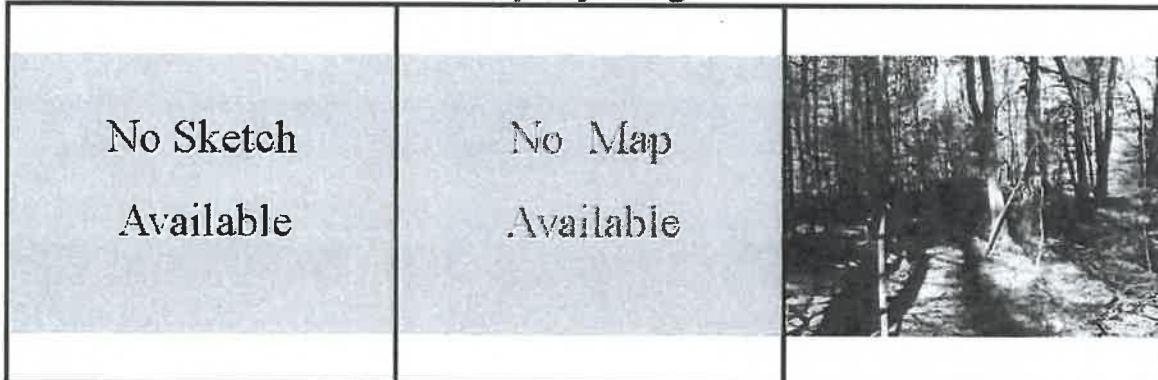
Building Style	Foundation Type	Flooring Type N/A
# of Living Units 0	Frame Type	Basement Floor N/A
Year Built N/A	Roof Structure	Heating Type N/A
Building Grade	Roof Cover	Heating Fuel N/A
Building Condition N/A	Siding	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

## Legal Description

## Narrative Description of Property

This property contains 17.600 acres of land mainly classified as Mun Conserv with a(n) style building, built about N/A, having exterior and roof cover, with 0 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

## Property Images



Disclaimer: This Information is believed to be correct but is subject to change and is not warranted.

# Unofficial Property Record Card - Middleton, MA

## General Property Data

Parcel ID	0020-0000-0027 Z	Account Number	200125
Prior Parcel ID	--	Property Location	LOCUST ST
Property Owner	MIDDLETON TOWN OF MEMORIAL HALL	Property Use	Mun Vacant
Mailing Address	48 SOUTH MAIN ST	Most Recent Sale Date	9/28/2001
City	MIDDLETON	Legal Reference	17704-498
Mailing State	MA	Grantor	WEBBER,ALAN E.
Zip	01949	Sale Price	1,750,000
ParcelZoning	R1B	Land Area	17.410 acres

## Current Property Assessment

Card 1 Value	Building Value	0	Xtra Features Value	0	Land Value	632,600	Total Value	632,600
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## Building Description

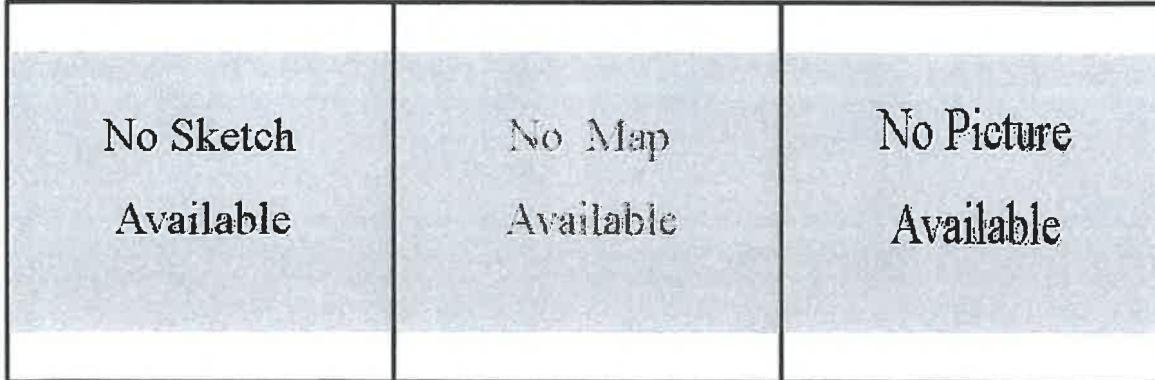
Building Style	Foundation Type	Flooring Type
# of Living Units 0	Frame Type	N/A
Year Built N/A	Roof Structure	Basement Floor N/A
Building Grade	Roof Cover	Heating Type N/A
Building Condition N/A	Siding	Heating Fuel N/A
Finished Area (SF) N/A	Interior Walls N/A	Air Conditioning 0%
Number Rooms 0	# of Bedrooms 0	# of Bsmt Garages 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Full Baths 0
		# of Other Fixtures 0

## Legal Description

## Narrative Description of Property

This property contains 17.410 acres of land mainly classified as Mun Vacant with a(n) style building, built about N/A , having exterior and roof cover, with 0 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

## Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

# Unofficial Property Record Card - Middleton, MA

## General Property Data

Parcel ID	0014-0000-0052	Account Number
Prior Parcel ID	—	
Property Owner	MIDDLETON TOWN OF MEMORIAL HALL	Property Location
Mailing Address	48 SOUTH MAIN ST	LOCUST ST
		Property Use
		Mun Vacant
City	MIDDLETON	Most Recent Sale Date
Mailing State	MA	Legal Reference
ParcelZoning	R1B	Grantor
		Sale Price
		0
		Land Area
		0.749 acres

## Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 321,800	Total Value 321,800
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## Building Description

Building Style	Foundation Type	Flooring Type
# of Living Units 0	Frame Type	N/A
Year Built N/A	Roof Structure	Basement Floor N/A
Building Grade	Roof Cover	Heating Type N/A
Building Condition N/A	Siding	Heating Fuel N/A
Finished Area (SF) N/A	Interior Walls N/A	Air Conditioning 0%
Number Rooms 0	# of Bedrooms 0	# of Bsmt Garages 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Full Baths 0
		# of Other Fixtures 0

## Legal Description

## Narrative Description of Property

This property contains 0.749 acres of land mainly classified as Mun Vacant with a(n) style building, built about N/A, having exterior and roof cover, with 0 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

## Property Images

No Sketch Available	No Map Available	No Picture Available
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Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

# Unofficial Property Record Card - Middleton, MA

## General Property Data

Parcel ID 0014-0000-0003 Z  
Prior Parcel ID -  
Property Owner MIDDLETON TOWN OF  
MEMORIAL HALL  
Mailing Address 48 SOUTH MAIN ST  
City MIDDLETON  
Mailing State MA Zip 01949  
ParcelZoning R1B  
Account Number 16270K  
Property Location LOCUST ST  
Property Use Mun Vacant  
Most Recent Sale Date 9/28/2001  
Legal Reference 17704-498  
Grantor ALAN E WEBBER  
Sale Price 1,750,000  
Land Area 0.115 acres

## Current Property Assessment

Card 1 Value Building Value 0 Xtra Features 0 Land Value 23,900 Total Value 23,900

## Building Description

Building Style	Foundation Type	Flooring Type N/A
# of Living Units 0	Frame Type	Basement Floor N/A
Year Built N/A	Roof Structure	Heating Type N/A
Building Grade	Roof Cover	Heating Fuel N/A
Building Condition N/A	Siding	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

## Legal Description

## Narrative Description of Property

This property contains 0.115 acres of land mainly classified as Mun Vacant with a(n) style building, built about N/A, having exterior and roof cover, with 0 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

## Property Images

No Sketch Available	No Map Available	No Picture Available
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Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

5



## 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)

January 5, 2023

To: Select Board; Town Administrator  
From: Jackie Bresnahan, Assistant Town Administrator/HR Director  
RE: Update of all rules, regulations, and polices of the Select Board

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### MEMO

The item was brought to our attention by the Town Clerk's Office as part of their important work keeping the Town Code up to date. At the Annual Town Meeting in 2021, the Town voted to update the general bylaws to all gender-neutral language. Examples of the language changes can be found below. At the time, we did not have Town Meeting vote to update all sections of the code and so each committee and/or board needs to update their relevant section and provide notice of said update to the Town Clerk so the ecode and Town Code books can be updated by General Code.

A suggested motion could read: "I move that the Select Board amend all of their rules, regulations, and policies to change all gender specific pronouns to gender neutral pronouns in a manner consistent with the examples provided in the Warrant for the Annual Town Meeting in 2021."

Examples include:

- "Board of Selectmen" changes to "the Select Board"
- "Selectmen" changes to "Select Board member" or "member of the Select Board"
- "Chairman" changes to "the Chair" or "the Chairperson"
- "Vice-Chairman" changes to "Vice-Chair" or "Vice-Chairperson"
- "He/She" changes to "they"
- "His/Hers" changes to "their"
- "Him/Her" changes to "them"

**NAME OF COLLABORATIVE**  
**Inter-Municipal Agreement (IMA)**  
**for the Public Health Excellence for Shared Services Grant**

This Intermunicipal Agreement (hereinafter "Agreement"), is entered into by and between cities and/or towns of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, hereinafter referred to collectively as the "Municipalities," and individually as a "Municipality," and \_\_\_\_\_, in its capacity as Host Agent of the \_\_\_\_\_ Collaborative, (hereinafter referred to as "\_\_\_\_\_") this \_\_\_\_\_ day \_\_\_\_\_ 2023, as follows:

**WHEREAS**, the (NAME OF HOST) was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the "Grant Program") to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health's (SCLRPH) June 2019 Report; and

**WHEREAS**, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH's June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

**WHEREAS**, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement; and

**WHEREAS**, the (NAME OF HOST), entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the "Program Manager"; and

**WHEREAS** each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

**NOW THEREFORE**, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. **The Public Health Services Collaborative.** There is hereby established a collaborative of the Municipalities to be known as the ("NAME OF COLLABORATIVE"), which shall hereinafter be referred to as the "Collaborative." The Collaborative, acting by and through an Advisory board ("Advisory Board") as established in Section 5 of this Agreement, and Program Manager, will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the annual procurement agreement between the (NAME OF HOST), and the Commonwealth of Massachusetts, attached hereto as Exhibit A as an example, the

terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto so long as the Grant Program is in existence. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the "Shared Services Program").

2. **Term.** The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. **Lead Municipality.** During the term of this Agreement, The (NAME OF HOST), acting as the "Lead Municipality," shall oversee the Grant Program and the shared services program provided for herein (the "Shared Services Program").

As the Lead Municipality, the (NAME OF HOST) shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The (NAME OF HOST) shall act as the Municipalities' purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board and appropriation by each Municipality, to the extent required.

4. **Shared Services Coordinator.** The (NAME OF HOST), as Lead Municipality, shall hire and employ a Shared Services Coordinator and, through the Shared Services Coordinator and the Lead Municipality's Health Department, shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Shared Services Coordinator shall report to the Advisory Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any participating Collaborative staff working on behalf of the Collaborative, or the Advisory Board shall be considered employees of (NAME OF HOST) and shall be

accorded all benefits enjoyed by other (NAME OF HOST) employees within the same classification as they are or shall be established.

5. Advisory Board

There shall be an Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

- a. Composition: one member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the full member and may vote only when the full member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- b. Voting: Each participating municipality shall be entitled to one vote on the Advisory Board. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
- c. Quorum: A majority of the voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by a simple majority of members present and voting unless otherwise provided herein.
- d. Roles and Responsibilities of the Advisory Board:
  - 1) Select at least a Chair/Co-Chair of the Advisory Board.
  - 2) Meet on a regular basis and at least quarterly.
  - 3) Develop annual and long-term goals for the Collaborative.
  - 4) Advise on Collaborative staff priorities.
  - 5) Collaborate in developing a sustainability plan for (NAME OF COLLABORATIVE).
  - 6) Adopt any Collaborative-wide policies and recommended regulations.
  - 7) Review and provide recommendations on operating budgets.
  - 8) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
  - 9) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
  - 10) Review financial status and financial statements provided by the Shared Services Coordinator.
  - 11) Review and provide recommendations on reports from staff.
  - 12) Evaluate Shared Services Program staff or consultants, and;
  - 13) Request, authorize and recommend the Lead Municipality hire shared services employees or contractors. Request and/or recommend that the Host Town terminate shared services employees or contractors.

- e. Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time if required.
- 6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:
  - a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Advisory Board within the boundaries of said Municipality and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
  - b. Each Municipality will be a member of the Advisory Board as established pursuant to this Agreement, and appoint and maintain two Advisory Board representatives at all times.
  - c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Advisory Board meetings (either in-person or via remote access) throughout the life of this Agreement.
  - d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
  - e. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Advisory Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.
  - f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.

g. Each Municipality will help promote and market the Shared Services Program and its services within their community.

7. **Payment and Funding.** Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the (NAME OF HOST) pursuant to this Agreement, shall be deposited with the treasurer of the (NAME OF HOST) and held as a separate grant account and may be expended, with the approval of the Advisory Board, under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors only.

The Advisory Board may authorize a disbursement of funds for any shared contractor, salary, or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the 15% of Grant Program funding for administrative costs that the (NAME OF HOST) may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Advisory Board, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The (NAME OF HOST), as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the (NAME OF HOST) shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Advisory Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by (NAME OF HOST). It is the intention of (NAME OF HOST) to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not

oblige any other participating Municipality to fund the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by (NAME OF HOST) and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Advisory Board to add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only after this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the Advisory Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Advisory Board must approve any and all grants or grant applications submitted as a Collaborative. The Advisory Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not shared services employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.
10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities

on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

If liability insurance coverage is needed the Collaborative shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, Three Million Dollars (\$3,000,000) aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. In order to approve the addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds super majority vote of the Advisory Board.
12. Withdrawal. Any Municipality other than the Lead Municipality, by votes of its respective authorizing (, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its Select Board and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Advisory Board, and a new Lead Municipality shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board any pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members,

has the authority to reallocate grant resources or other outside funding that would have been allocated to the withdrawing Municipality. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Advisory Board for analysis by the Shared Services Coordinator and the Advisory Board.

13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
14. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' (Chief Executive Officer/Appointing Authority).
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.

21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.

22. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of \_\_\_\_\_:

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(contact name)  
(email)  
(phone)  
(address)

Town of \_\_\_\_\_:

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(contact name)  
(email)  
(phone)  
(address)

Town of \_\_\_\_\_:

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(contact name)  
(email)  
(phone)  
(address)

Town of \_\_\_\_\_:

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(contact name)  
(email)  
(phone)  
(address)

Town of \_\_\_\_\_:

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(contact name)  
(email)  
(phone)

\_\_\_\_\_ (address)

Town of \_\_\_\_\_ :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(contact name)  
(email)  
(phone)  
(address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

24. Counterparts. This Agreement may be executed in counterparts by each Municipality and so executed shall constitute one complete Agreement.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of \_\_\_\_\_ Select Board Date

Town of \_\_\_\_\_ Board of Health Date

Town of \_\_\_\_\_ Select Board Date

Town of \_\_\_\_\_ Board of Health Date

Town of \_\_\_\_\_ Select Board Date

Town of \_\_\_\_\_ Board of Health Date

EXHIBIT A

Current Grant agreement between the (NAME OF COLLABORATIVE) and the Commonwealth of Massachusetts – to be attached

TEMPLATE

## EXHIBIT B

The scope of services the (NAME OF COLLABORATIVE) shall provide the following services in coordination with member municipalities:

TO BE FILLED IN

TEMPLATE

**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)

**To:** Middleton Select Board; Town Administrator  
**CC:** Topsfield Town Administrator; Boxford Town Administrator  
**From:** Jackie Bresnahan, Assistant Town Administrator  
**Re:** Shared Public Health Excellence Grant  
**Date:** January 5, 2024

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**MEMO**

As the Board will recall, a few years ago the Town connected with the Towns of Topsfield and Boxford to apply for and administer the Public Health Excellence Grant. This state program identified public health challenges facing the local Boards of Health who provide regulatory oversight on items such as food service, waste disposal systems, and tobacco as well as programming on health education, immunization, and emergency preparedness. The goal of the grant was to provide capacity and staffing beyond what each Town currently had and to offer shared service models for municipalities to maximize the grant benefits through shared employees during a time when it is difficult to find employees with the appropriate certifications for each of the different health functions.

For the past 2 years, Topsfield has been managing the grant program as the lead community. The three Town Administrators, each community's Health Director and/or Health Agent, and myself have met to assess and discuss the program and the staffing capacity it provided. Based on recent discussions and staffing changes in the member communities, the three Towns are looking to transfer the lead for the grant from Topsfield to Middleton for the upcoming calendar year renewal. This process would entail some financial tasks as well as an updated IMA between the three communities. We are required by the grant to refresh the IMA annually at the start of the calendar year each year of the grant so we would ideally make this change on that cycle. Middleton Health Director Traci Mello is supportive of the change based on Middleton's larger need for some of the services such as food inspection as well as the additional HR capacity our office can provide to the program. The IMA would also change the employment of the employees from Topsfield to Middleton, but would retain the shared support of the positions at the same level Middleton would have been responsible under Topsfield's leadership. We would also receive a standard allotment for the administrative work we would become responsible for as the lead community.

A sample IMA is attached. It will be distributed to the other member Towns for edits and then a final copy will be provided to the Middleton Select Board for a vote.



## TOWN OF MIDDLETON DEPARTMENT OF PUBLIC WORKS

7

195 North Main Street  
Middleton, MA 01949  
Ph: 978-777-0407  
Fax: 978-774-0718

### Items to be Auctioned

1. 2016 Ford Explorer XLT – Needs new engine and transmission
2. 1990 Giant Leaf Vacuum
3. 1999 Scag STHM-22CV 61"
4. 1995 Scag Walkbehind 48"
5. 1995 Scag Walkbehind 52"
6. 1995 Stainless P8 Sander
7. 995 Stainless P8 Sander
8. John Deere 2653A Mower
9. Turfco Slice Seeder
10. 2006 VMC Model RB114 HydraMower



## CALENDAR

## **FY2025 OPERATING AND CAPITAL BUDGETS**

MAY 14, 2024 ANNUAL TOWN MEETING

**MAY 21, 2024 ANNUAL TOWN ELECTION**

2023

December FY25 budget instructions distributed to departments

2024

**Tuesday, January 2**      **Nomination papers for elected Town offices available**

## Wednesday, January 3      Operating budget requests due to TA's Office

Friday, January 12      Deadline for Roadway Acceptance Petitions (Town Code 383-2) (No later than 120 days prior to Town Meeting)

Tuesday, January 9 Select Board votes to open the ATM warrant

Monday, January 15 Martin Luther King, Jr. holiday

Fri.-Sat., Jan. 19-20 MMA Annual Meeting

Monday, January 29 Operating budget book/link to SB, FinCom

Tuesday, January 30 Petition articles and zoning amendments due at Town Administrator's Office by 5:00PM

**Saturday, February 3**      **Operating budget summit, Fuller Meadow School**  
**8:30AM-4:00PM**

**Monday, February 5**      **Capital budget requests due to TA's Office**

## February 6-14 Capital budget meetings with TA, ATA, FD

**Tuesday, February 13**      **Non-petition warrant articles due to Town Administrator's Office by 5:00PM**

Friday, February 21      Deadline to submit legal notice to newspaper for March 13 Planning Board public hearing on zoning amendments

Monday, February 19 Presidents' Day holiday; start of school vacation week

Tuesday, February 20 Select Board votes to close ATM warrant

Tuesday, February 27 Capital budget books/files to SB, FinCom

Wednesday, February 28 1<sup>st</sup> legal ad in newspaper for Planning Board public hearing

### amendments

Friday, March 1	Deadline to submit legal ad to newspaper for 3/28/24 budget hearing
Saturday, March 2 8:30AM-2:00PM	Capital budget summit
Wednesday, March 6	2 <sup>nd</sup> legal ad in newspaper for Planning Board public hearing on zoning Amendments
Wednesday, March 13	Planning Board Hearing on Zoning Amendments
Thursday, March 14	Legal ad in newspaper for 3/28/24 budget hearing
Thursday, March 28 7:00PM	Budget Hearing and Warrant Reading: SB, FinCom, Moderator: Fuller Meadow
Tuesday, April 2 Until 5PM	Last day for candidates to submit nomination papers for Annual Town Election
Thursday, April 4	Deadline to submit recommendations, exhibits, maps to TA's Office for inclusion in warrant book
Thursday, April 4	Joint meeting of Select Board & Finance Committee re outstanding budget issues, if needed at Fuller Meadow
Tuesday, April 9	Target date for Constable to post warrant
Monday, April 15	Patriots Day holiday; start of school vacation week
Tuesday, April 16	Deadline to provide written notice for ballot question to Town Clerk, if any (35 days before Annual Election)
Thursday, April 18	Last day for candidates to object or withdraw their candidacy for elected office
Thursday, April 18	Warrant book to printer
Friday, April 26	Warrant book to USPS for mailing to households
Tuesday, April 30	Motions meeting with TA, ATA, FD, Moderator, Town Clerk, Town Counsel
Friday, May 3 Until 5:00PM	Last day to register to vote for the Annual Town Meeting and Annual Town Election
Thursday, May 9 6:30PM	Pre-Town Meeting: Flint Public Library
Tuesday, May 14 7:00PM	Annual Town Meeting: Howe Manning School
Tuesday, May 21	Annual Town Election: Fuller Meadow School (meeting is May 28)

*Regular Select Board of meetings:*

February 6 & 20  
March 5 & 19  
April 9 & 23

May 7 & 28  
June 11 & 25

# Troop19 Scout Cabin

## BUILDING RENOVATIONS

### WINDOWS & SIDING REPLACEMENT

### ADDITION

20 Central Street, Middleton, MA 01949

LOCUS MAP



ENERGY CODE COMPLIANCE

1. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ENERGY CODE COMPLIANCE PRIOR TO THE CLEARING OF THE PROPERTY. ENERGY CONCERN CO. WILL NOT BE HELD RESPONSIBLE FOR ENERGY CODE COMPLIANCE UNLESS THE CONTRACTOR PROVIDES A COPY OF THE ENERGY CODE COMPLIANCE REPORT.
2. PROVIDE INSULATION IN ALL EXPOSED EXTERIOR STUD JOINTS AND WALL CAVITIES.
3. PROVIDE INSULATION IN ALL EXPOSED DOOR JOINTS AND WALL CAVITIES.
4. PROVIDE INSULATION IN ALL EXPOSED DOOR JOINTS AND WALL CAVITIES.
5. PROVIDE INSULATION IN ALL EXPOSED DOOR JOINTS AND WALL CAVITIES.

PROVIDE INSULATION IN ALL EXPOSED DOOR JOINTS AND WALL CAVITIES.

INDEX OF DRAWINGS

INDEX OF DRAWINGS	CODE REF.	REQUIREMENT	PROPOSED	REASON:
1. G-101 2. G-102 3. A-011 4. A-012 5. A-013 6. A-021 7. A-022 8. A-023 9. A-024 10. A-025 11. A-026 12. A-027 13. A-028 14. A-029 15. A-030 16. A-031 17. A-032 18. A-033 19. A-034 20. A-035 21. A-036 22. A-037 23. A-038 24. A-039 25. A-040 26. A-041 27. A-042 28. A-043 29. A-044 30. A-045 31. A-046 32. A-047 33. A-048 34. A-049 35. A-050 36. A-051 37. A-052 38. A-053 39. A-054 40. A-055 41. A-056 42. A-057 43. A-058 44. A-059 45. A-060 46. A-061 47. A-062 48. A-063 49. A-064 50. A-065 51. A-066 52. A-067 53. A-068 54. A-069 55. A-070 56. A-071 57. A-072 58. A-073 59. A-074 60. A-075 61. A-076 62. A-077 63. A-078 64. A-079 65. A-080 66. A-081 67. A-082 68. A-083 69. A-084 70. A-085 71. A-086 72. A-087 73. A-088 74. A-089 75. A-090 76. A-091 77. A-092 78. A-093 79. A-094 80. A-095 81. A-096 82. A-097 83. A-098 84. A-099 85. A-100 86. A-101 87. A-102 88. A-103 89. A-104 90. A-105 91. A-106 92. A-107 93. A-108 94. A-109 95. A-110 96. A-111 97. A-112 98. A-113 99. A-114 100. A-115 101. 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OWNER CLERK:  
FRIENDS OF MIDDLETON SCOUTING  
26 CENTRAL STREET  
MIDDLETON, MA.

QUESTION

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**db2/ARCHitecture**  
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3255 Men S. Seite 26

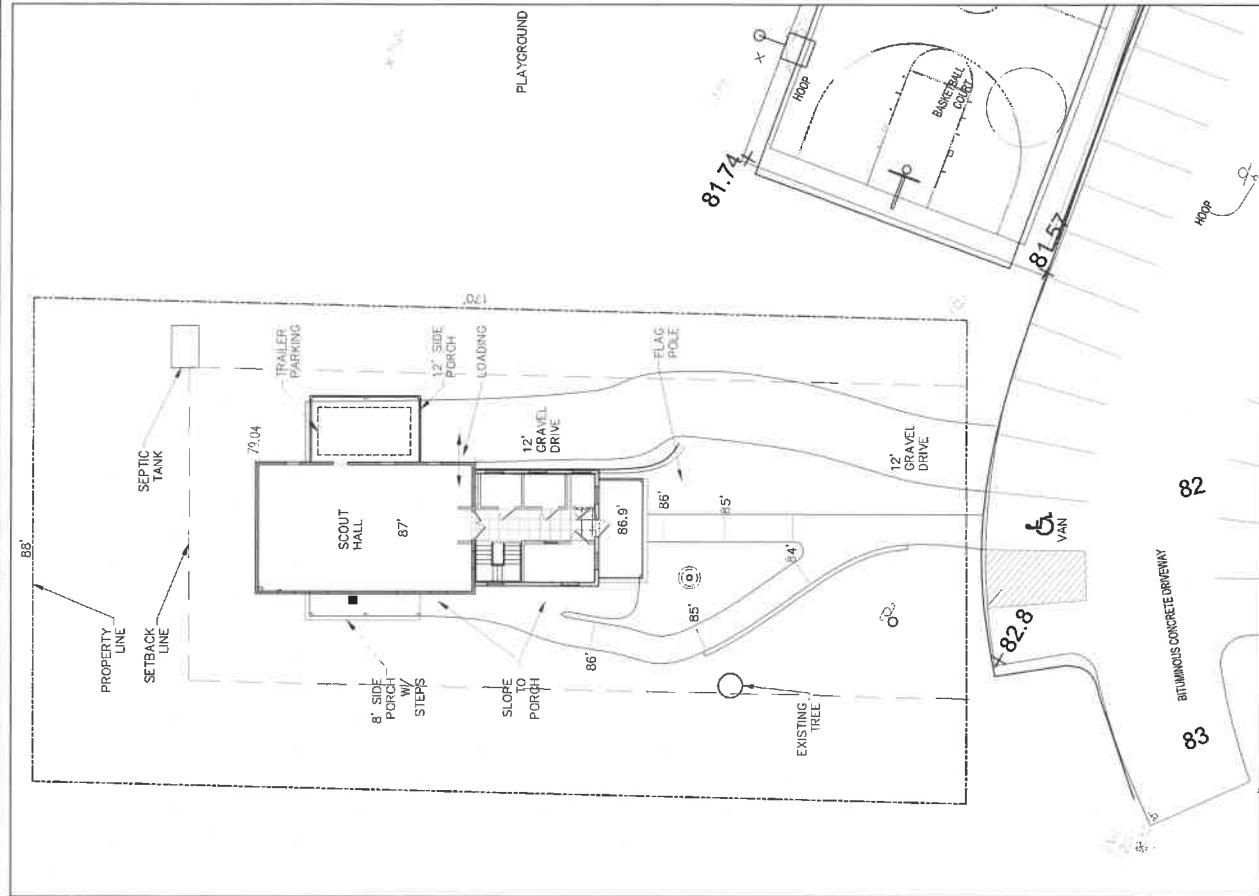
PROJECT: T-19 SCOUT CABIN  
BENOVATIONS  
[www.Benovations.com](http://www.Benovations.com)

PROJ. NO.: DATE: SCALE: DRAWN BY:

SITE PLAN

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SITE PLAN

SCALE = 3/32" = 1:40"



OWNER/CLIENT:  
FRIENDS OF MIDDLETON SCOUTING  
20 CENTRAL STREET  
MIDDLETON, MA

CONSULTANT:

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SEATING PLANS

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1 TRAINING SEATING

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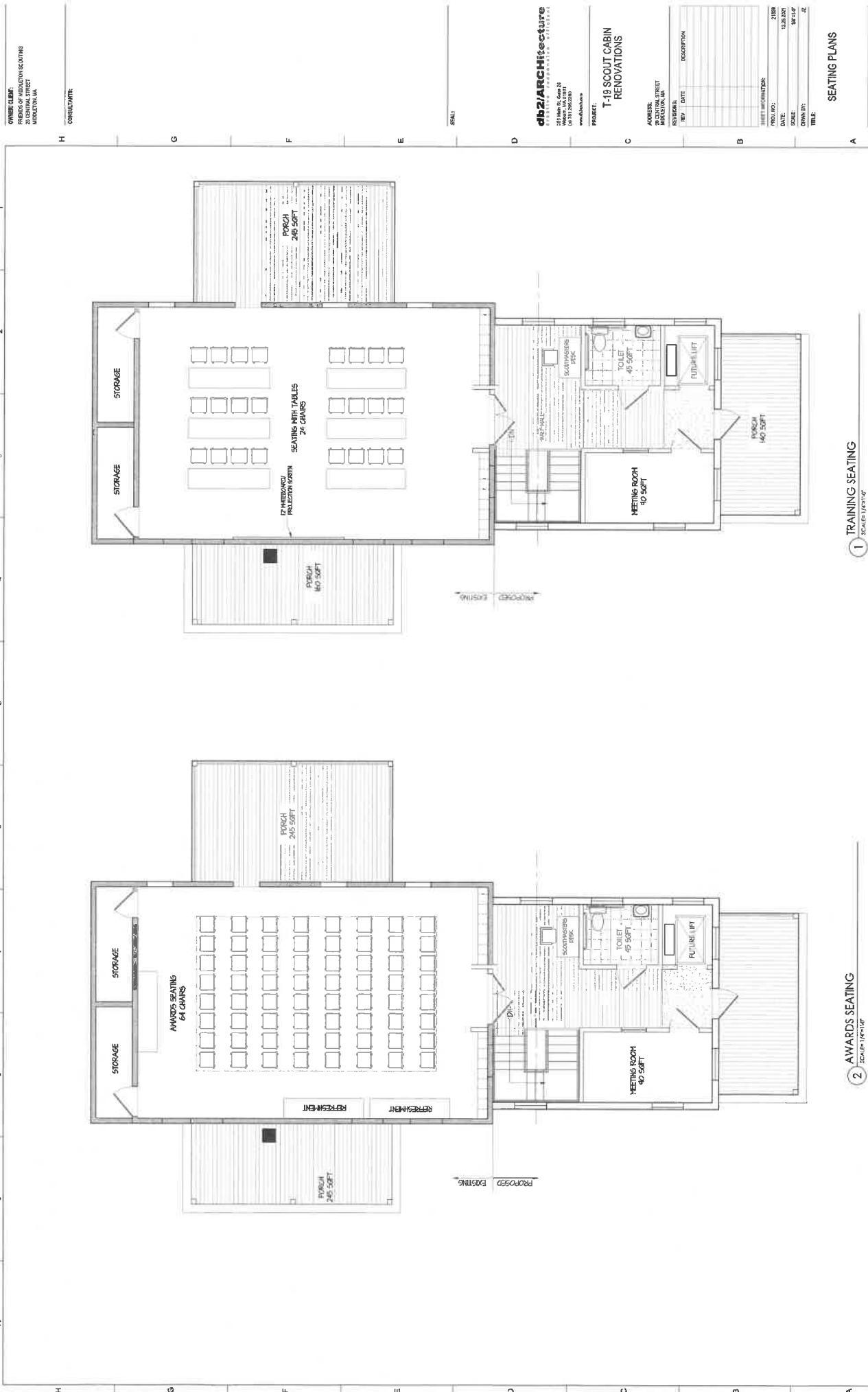
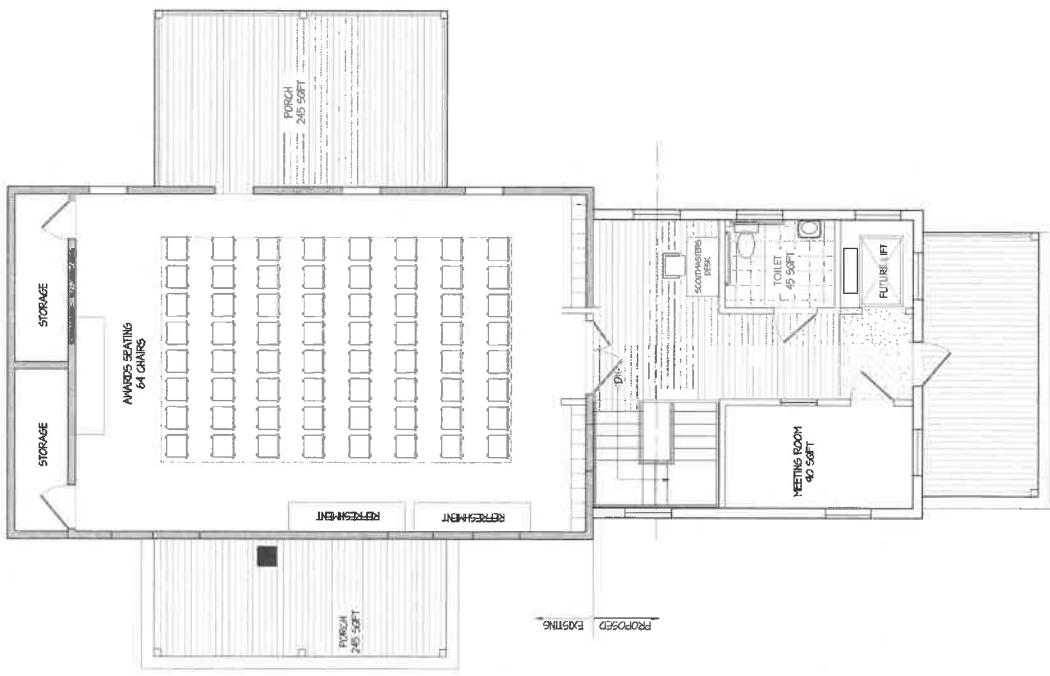
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CREATIVE PROFESSIONAL ARCHITECTURE  
25 Main St. Ste 24  
Pawtucket, RI 02860  
(401) 723-2020  
www.cd2arch.com

PROJECT:  
T-19 SCOUT CABIN  
RENOVATIONS

ADDRESS:  
20 CENTRAL STREET  
MIDDLETON, MA

REVISIONS:	REV:	DATE:	DESCRIPTION:

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OWNER/CLIENT:  
FRIENDS OF MIDDLETON SCOUTING  
666 CENTRAL STREET  
MIDDLETON MA

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**HELT INFORMATION:**

144-150

REFECTED CEILING PLAN

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A-Z01

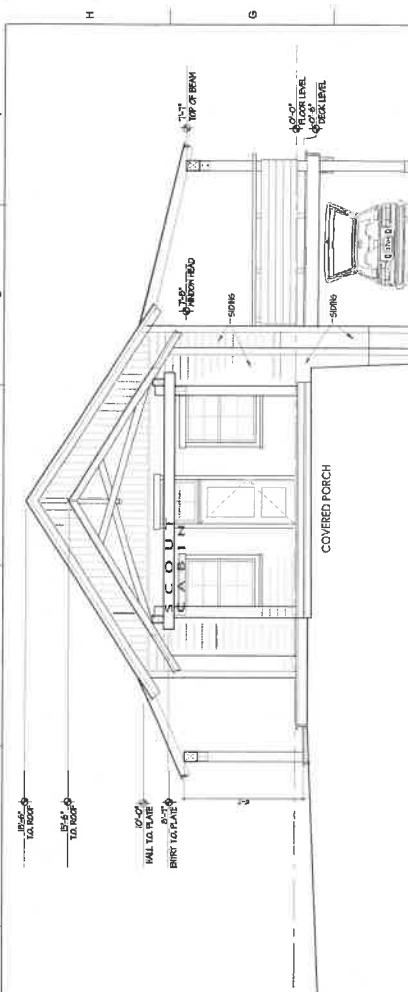
6222 *de Gruyter*

This architectural floor plan illustrates a building section with the following key features and dimensions:

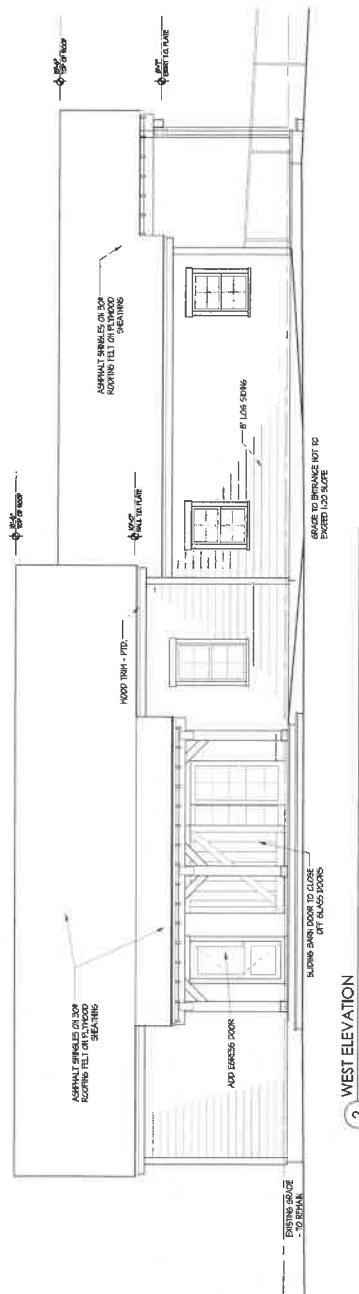
- Overall Dimensions:** The plan shows a total width of 12'-0" and a total height of 10'-0" (from the bottom baseline to the top of the roof).
- Rooms and Areas:**
  - Storage:** Located on the left side, measuring 2'-0" wide by 6'-0" high.
  - TECHNICAL INTELL:** Located in the center, measuring 10'-0" wide by 6'-0" high.
  - MEETING:** Located on the right side, measuring 10'-0" wide by 6'-0" high.
  - TOILET:** Located on the right side, measuring 6'-0" wide by 6'-0" high.
- Exterior and Porches:**
  - Covered Porch:** A large area on the top and bottom levels, measuring 12'-0" wide by 10'-0" high.
  - Openings:** Various openings are indicated, including a 5'-0" opening on the right side and a 5'-0" opening on the left side.
- Structural and Material Notes:**
  - PAINTED ROOF:** The roof is painted in two colors: light blue on the left and grey on the right.
  - PAINTED ROOF JOISTS:** Joists are 6" x 12" and are spaced at 16'-0" on center.
  - TECHNICAL INTELL UNDER-SIDE:** The underside of the technical intelligence area is described as having a 1/2" SLOPING GNB.
  - PAINTED ROOF:** The roof is painted in two colors: light blue on the left and grey on the right.
  - PAINTED ROOF JOISTS:** Joists are 6" x 12" and are spaced at 16'-0" on center.
  - TECHNICAL INTELL:** The technical intelligence area has a thickness of 10'-0" and a height of 6'-0".
  - MEETING:** The meeting room has a thickness of 10'-0" and a height of 6'-0".
  - TOILET:** The toilet area has a thickness of 6'-0" and a height of 6'-0".
- Dimensions:** Key dimensions include 12'-0" width, 10'-0" height, 2'-0" width for the storage area, 10'-0" width for the technical intelligence area, 10'-0" width for the meeting room, 6'-0" height for the toilet area, and 6'-0" height for the storage area.
- Labels:** Labels include "COVERED PORCH", "PAINTED ROOF", "PAINTED ROOF JOISTS", "TECHNICAL INTELL", "MEETING", "TOILET", "SLOPING GNB", "OPENING", and "FLOOR LEVEL".

OWNER/CLIENT:  
FRIENDS OF HOLLOWAY SCOUTING  
& CENTRAL STREET  
MELTON, VA

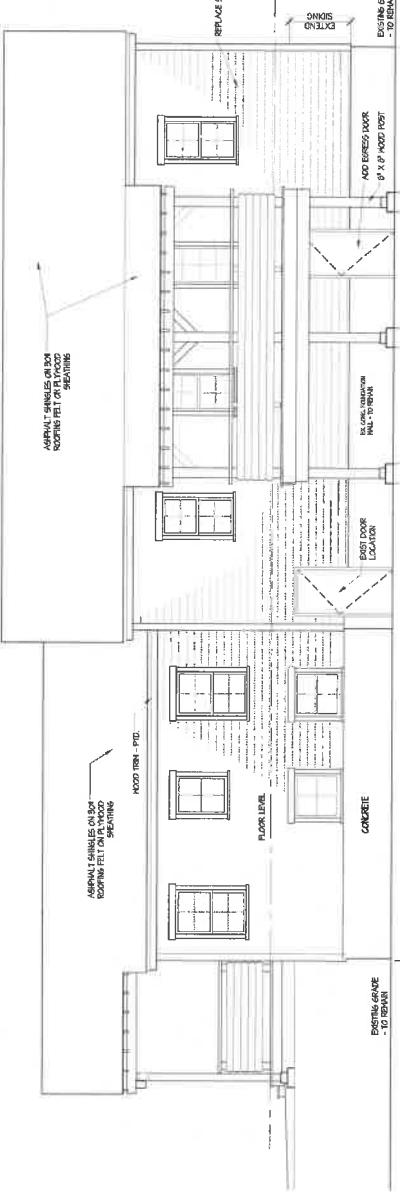
CONSULTANT:



③ SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"



② WEST ELEVATION  
SCALE: 1/4" = 1'-0"



① EAST ELEVATION  
SCALE: 1/4" = 1'-0"

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www.db2archi.com

PROJECT:  
T-19 SCOUT CABIN  
RENOVATIONS

ADDRESS:  
20 CENTRAL STREET  
MELTON, VA  
NEIGHBORHOOD:  
REV. DATE: 12/1/2021  
PROJ. NO.: 21699  
DATE: 12/1/2021  
SCALE: 1/4" = 1'-0"  
DRAWN BY: J. L.  
TITLE: EXTERIOR ELEVATIONS  
DRAFT NO. 1

A-301

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**JOHNSON COUNTY:**  
FRIENDS OF MADDLETON SCOUT TROOP  
35 CENTRAL STREET  
MADDLETON, IOWA

ESSAYS

4

11

11

1

ה'תב'ג

4-302

Digitized by srujanika@gmail.com

TEST INFORMATION:  
RDA, NO. :  
DATE: \_\_\_\_\_  
SCALE: \_\_\_\_\_  
RUN BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

WHC, NO. 2

1

WALL SECTION DETAIL  
4 SCALE: 1" = 1'-0"

**WALL SECTION DETAIL**

WALL SECTION DETAIL  
2 SCALE: 1" = 6'

