

**MIDDLETON SELECT BOARD**  
**MEETING AGENDA - AMENDED**  
**FULLER MEADOW ELEMENTARY SCHOOL**  
**143 SOUTH MAIN STREET, MIDDLETON, MA 01949**  
**TUESDAY, MARCH 4<sup>TH</sup>, 2025**  
**5:00 PM**

*This meeting is being recorded*

- |         |   |
|---------|---|
| 5:00 pm | 1. Business <ul style="list-style-type: none"><li>• Warrant: 2518 and FP 56</li><li>• Minutes: Open Session, February 18, 2025; Executive Session, February 27, 2025</li><li>• Town Administrator Updates and Reports</li><li>• Middleton Municipal Campus Update</li></ul> |
| 5:10 pm | 2. Public Comment   |
| 5:15 pm | 3. Department Head Update: Review of Floodplain Overlay Bylaw with Conservation Agent & Planner   |
| 5:25 pm | 4. Comprehensive Zoning Consultant – Review Team Discussion – Select Board liaison  |
| 5:40 pm | 5. Recap of Capital Budget Saturday   |
| 5:50 pm | 6. Review updated list of articles for the May 13 <sup>th</sup> , 2025 Annual Town Meeting Warrant  |
| 6:00 pm | 7. <i>Update from Charter Review Committee on their recommendation to Town Meeting</i>  |
| 6:10 pm | 8. Surplus Town Property <ul style="list-style-type: none"><li>• Public Input on 65 N. Main Street (Police Station)</li><li>• Review of proposal for appraisal</li><li>• Review updated schedule</li></ul>  |
| 6:40 pm | 9. Review correspondence regarding additional Cell Tower needs in Town  |
| 7:10 pm | 10. Review of updated vehicle use policy  |
| 7:15 pm | 11. Masco Budget – Town Update  |
| 7:20 pm | 12. Updates & Announcements   |
| 7:30 pm | 13. Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) & (2) to discuss strategy with respect to collective bargaining negotiation and non-union personnel: Fire Department Staffing  |

Upcoming Meetings:

March 18 at 5:00 pm	Regular Select Board Meeting
March 27	Reading of the Warrant
April 1 and 22	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.*

MEETING MINUTES  
MIDDLETON SELECT BOARD MEETING  
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER  
143 SOUTH MAIN STREET, MIDDLETON, MA 01949  
February 18, 2025 at 6pm



With a quorum present the Chair called the meeting to order at 6pm and announced the meeting was being recorded. Select Board present: Rick Kassiotis, Chair; Kosta Prentakis; Brian Cresta; Jeff Garber; Not Present: Debbie Carbone, Clerk. Also attending: Justin Sultzbach, Town Administrator; Jackie Bresnahan, Assistant Town Administrator; others as noted.

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**1. Business**

- **Warrant:** 2517 / February 20, 2025; Payroll: \$ 970,000 ; Bills Payable \$ 1.6MM: FP 55 \$ 3.2MM

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

*On a motion by Prentakis, seconded by Cresta, the Board voted unanimously to **approve** Warrant 2517 & FP55.*

- **Minutes:** Open Session – OS February 4, 2025; ES February 4, 2025

*On a motion by Prentakis, seconded by Cresta, the Board voted unanimously to **accept** the meeting minutes as amended.*

- **Town Administrator Updates & Reports-** J. Sultzbach

- We are processing the final invoices from this weekend's storm with the expectation that it will put us over the top for our Snow and Ice budget. We will be deficit spending to close out the season.
- Town Administration continues to meet with department heads to review Capital requests for FY26. The list is nearly fully compiled, with a review scheduled on the upcoming Saturday, March 1st budget summit with the Select Board and Finance Committee.
- We continue to cover the Flint Public Library "by committee". I joined the Trustees at their meeting last week where we had a productive conversation pertaining to upcoming Capital needs. We also continue to regularly meet with the FPL Staff to touch base on various initiatives.
- Town Administration and Finance teams from Middleton, Topsfield and Boxford have been meeting to talk about shared budgetary concerns for FY26 in areas where we overlap.
- TA's from Middleton, Topsfield and Boxford are meeting with members of the Masco administration this week in an effort to lay out some of the budgetary realities we are noting on the municipal side.
- ATA Bresnahan and I joined members of MassDOT District 4 to discuss a full study of Rt. 114 and the best approach to securing funding for future roadway improvements.
- Members of our team had a walkthrough at the new municipal campus today.\*
- We have received early "preliminary" numbers for health insurance from MIIA. In response we have scheduled a follow up meeting this week to discuss options.
- We have several qualified candidates for the Assistant Treasurer role with interviews expected to occur over the coming weeks once schedules are finalized.

**\*Middleton Municipal Campus Update** - J. Sultzbach provided an update on the construction progress during the Town Administrator report. The mechanical work is in process, i.e. HVAC and plumbing. The (fire) apparatus bay is being insulated for the radiant flooring and exterior masonry work continues.

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

**3. Recognition for Middleton Fire Department for the 2024 Brush Fire Response** - Fire Chief LeColst was present and summarized the Fire Department's response to significant fires in October. The first involved 230 acres in the area of the

Middleton Reservoir and a second mutual aid incident was in the Boxford State Forest involving 550 acres. With the dry conditions, extinguishing these fires was a long and tedious process. The Middleton Firefighters were recognized for their work as well as the Police & DPW Departments, and residents who offered assistance to the department.

On behalf of the Board, Chair Kassiotis read a proclamation and accommodation as an “Expression of Pride” towards Fire Chief LeColst be set forth for selfless actions and willingness to protect the Town of Middleton during the 2024 Wildland Fires.

**4. Recognition for other municipalities and agencies that supported Middleton Fire for the 2024 Brush Fire Response**

The Select Board recognized the 75 departments who aided the Town during the Fall 2024 brush fires. Chair Kassiotis read the letter being issued to those municipalities.

**5. Select Board Appointments:** ICDRC- Alternate: Rachel Nemeth; *The applicant withdrew prior to the meeting.*

**6. Review preliminary list of articles for the May 13, 2025 Annual Town Meeting (ATM) Warrant** - J. Sultzbach reviewed the updates to the warrant. Currently there are 25 articles for the ATM warrant, many are standard articles; some are place holders. A brief summary of the articles followed.

The Board supported standalone articles for changes to the Charter. The Warrant is set to close March 18; residents interested in submitting a citizen petition were encouraged to communicate with the Town Administrator office.

**7. Review & Discuss upcoming Select Board Schedule** – The Board discussed the proposed change to the start time of Select Board meetings from 6pm to 5pm. In part, this was considered so meetings are not ending so late as Town staff attend meetings after working a full day and working the following morning.

The Town Administrator office has not received feedback on the proposed change. The Board agreed to change the meeting start time to 5pm and revisit this at the April meeting.

*On a motion by Cresta, seconded by Prentakis, the Board **voted unanimously** to shift the start time for open sessions to 5pm for the month of March and revisit the 5pm start at the April meeting.*

**8. Surplus Town Property Regroup Discussion** - J. Sultzbach suggested the Board refocus on the surplus town properties, noting the buildings currently used by the Town will also become vacant when the new facility is completed next year including the Fire & Police Stations, Memorial (Town) Hall, Council on Aging, and 40 School Street (AKA the glue factory). J. Sultzbach proposed assigning one of these buildings each meeting for discussion and public input. J. Bresnahan prepared a matrix for this exercise. The 2017 Middleton Facilities Study was referenced.

Proposed discussion dates:

March 4 - Police Station

May 20 - Memorial Hall

March 18 -Fire Station

June 3 – Locust Street (vacant) parcel

April 1 – Council on Aging

June 24 - 40 School Street

Discussion followed including additional information needed for these discussions, estimated costs to maintain vacant buildings and possible options. It was noted this information will be provided to the Board for meeting discussions.

Town meeting will asked to authorize the Select Board to dispose of these properties. B. Cresta preferred the Board first discuss/decide on which buildings to keep/sell followed by full discussions of process and funding needs. The Board agreed the Town Administrator office proceed with getting property appraisals on the Police Station, Council on Aging, and Memorial Hall as the most likely buildings to be recommended to be sold and to include an appraisal of 40 School Street.

*On a motion by Garber, seconded by Cresta the Board **voted unanimously** the town owned properties at 38 Maple Street, 65 North Main Street, 48 South Street, 40 School Street, be appraised.*

**9. MassWorks Grant discussion Letter to the State** – J. Sultzbach reviewed the draft letter to the Governor’s office regarding the grant funding for work on state Route 114 currently at risk of not being funded due to the date the grant letter awarded with an expectation the Town would be in compliance with the state mandated 3A Multi-family zoning by the end of December 2024. The state has since pushed back this deadline to February 13.

The letter outlines the importance of improving road safety with an above crash rate for signalized intersections. J. Sultzbach also reviewed the addition of a 60 unit multi-family affordable housing development at the Route 62/114

intersection will add to the safety concerns/ issues. The Chair noted the state has not informed the town they don't have the funding; this letter is a way to be proactive. The Board offered friendly edits.

*On a motion by Cresta, seconded by Prentakis, the Board voted unanimously **to approve** the letter under the chair person's signature as discussed.*

## 10. Updates & Announcements

With the addition of new fire hydrants, residents were encouraged to check with insurance companies on possible discounts.

### Upcoming Select Board Meetings:

- Regular Select Board meetings time change to 5pm: March 4 & 18
- March 1 – Capital Budget (Saturday Meeting)

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

- Warrant 2515 & Facility Project 52
- Minutes: OS January 13 2025; OS January 21, 2025; ES December 17, 2024; ES January 21, 2025
- Appointment Application: R. Nemeth
- ATM Preliminary Articles
- Select Board Meeting Schedule (proposed)
- Memo: Surplus Property Regroup Discussion 2.18.25/ Overview
- Middleton Facilities Study - October 6, 2017
- Letter: Gov. M. Healey Re: MassWorks Grant Status - Middleton Route 62 & Route 114 Project

**Adjournment:** *The Board voted unanimously by roll call **to adjourn** at 7:22 pm.*

### Respectfully submitted by

Catherine E. Tinsley

Catherine Tinsley, Recording Secretary

\_\_\_\_\_  
Debbie Carbone, Clerk



## Town of Middleton

Planning Department  
195 North Main Street  
Middleton, Massachusetts  
01949

978-777-8917

[anna.burycarmer@middletonma.gov](mailto:anna.burycarmer@middletonma.gov)

3.

To: Middleton Select Board  
From: Anna Bury Carmer, Planning Director  
Date: February 25, 2025

### **RE: Summary of Proposed Changes to Floodplain Overlay District**

Select Board Members,

I am requesting your review of a proposed amendment to the Middleton Zoning Code *Section 8.1: Floodplain Overlay District*.

As a participant in the National Flood Insurance Program (NFIP), Middleton is committed to meeting the program standards, as issued by FEMA and managed by the NFIP State Coordinator through the MA Department of Conservation and Recreation.

FEMA has issued updated Flood Insurance Rate Maps for Middleton which will be effective on July 8, 2025, along with updated guidance on floodplain districts in local bylaws. The draft bylaw proposed for review has been updated to align with this guidance.

The exact boundaries of the district will continue to be defined by the one percent chance base flood elevations shown on the Flood Insurance Rate Map (FIRM) effective July 8, 2025.

The amendments proposed in the draft bylaw include:

- Adding a purpose section
- Designating an official floodplain administrator
- Adding a section on permitting (note: this section outlines the existing process, it does not change the permitting process)
- Adding a section on recreational vehicles
- Adding additional reporting requirements for district changes and variances
- Adding abrogation, liability, and severability sections per legal best practices
- Adding new definitions as relevant to new sections

It is important to note that all the proposed amendments are required for continued participation in the National Flood Insurance Program. The language included in the updates was provided by the NFIP State Coordinator to ensure the Town's ongoing compliance with FEMA regulations.

Respectfully,  
Anna Bury Carmer, Planning Director  
Town of Middleton

## SECTION 8.0 Special District Regulations

### 8.1. Floodplain Overlay District (FPOD). [Amended 5-8-2012 ATM by Art. 7]

#### 8.1.1. Overlay district

The Floodplain District is herein established as an overlay district. The purpose of the Floodplain Overlay District is to:

- 1.) Ensure public safety through reducing the threats to life and personal injury
- 2.) Eliminate new hazards to emergency response officials
- 3.) Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding
- 4.) Avoid the loss of utility services which, if damaged by flooding, would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding
- 5.) Eliminate costs associated with the response and cleanup of flooding conditions
- 6.) Reduce damage to public and private property resulting from flood waters

The district includes all special flood hazard areas within the Town of Middleton designated as Zone A, AE, AH, AO, A99, V, or VE on the Essex County Flood Insurance Rate Map (FIRM) ~~issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The map panels of the Essex County FIRM dated July 8, 2012 issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program, that are wholly or partially within the Town of Middleton are panel numbers 25009C0243F, 25009C0244F, 25009C0263F, 25009C0381F, 25009C0382F, 25009C0383F, 25009C384F, 25009C0401F, 25009C0402F, and 25009C403F dated July 3, 2012.~~ The exact boundaries of the district may be defined by the ~~one hundred-year~~ 1%-chance base flood elevations shown on the FIRM and further defined by the Essex County Flood Insurance Study (FIS) report dated ~~July 3, 2012~~ July 8, 2025. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, ~~and the Building Commissioner and the Conservation Commission. of the Town of Middleton.~~

The Town of Middleton hereby designates the Town Administrator to be the official floodplain administrator for the Town.

#### 8.1.2. Permitted uses

The underlying permitted uses are allowed provided that they meet the following requirements, as well as those of the Massachusetts State Building Code dealing with construction in floodplains. The following uses of low flood damage potential and causing no obstructions to flood flows are encouraged provided they are permitted in the underlying district and do not require structures, fill, or storage of materials or equipment:

1. Agricultural uses such as farming, grazing, truck farming, horticulture, etc.
2. Forestry and nursery uses.

3. Outdoor recreational uses, including fishing, boating play areas, etc.
4. Conservation of water, plants, wildlife.
5. Wildlife management areas, foot, bicycle, and/or horse paths.
6. Temporary non-residential structures used in connection with fishing, growing, harvesting, storage, or sale of crops raised on the premises.
7. Buildings lawfully existing prior to the adoption of these provisions.

#### 8.1.3. Permitting

The Town of Middleton requires a permit for all proposed construction or other development in the floodplain overlay district, including new construction or changes to existing buildings, placement of manufactured homes, placement of agricultural facilities, fences, sheds, storage facilities, or drilling, mining or paving and any other development that might increase flooding or adversely impact flood risks.

The Town's permit review process includes the requirement that the proponent obtain all local, state and federal permits that will be necessary in order to carry out the proposed development in the floodplain overlay district. The proponent must acquire all necessary permits, and must demonstrate that all necessary permits have been acquired.

#### 8.1.4. Zone A requirements

1. ~~Within Zone A, where the base flood elevation is not provided on the FIRM, the applicant shall obtain any existing base flood elevation data and it shall be reviewed by the Building Commissioner for its reasonable utilization toward meeting the elevation or floodproofing requirements of the State Building Code, as appropriate.~~ In A Zones, in the absence of FEMA BFE data and floodway data, the Building Department will obtain, review and reasonably utilize base flood elevation and floodway data available from Federal, State or other sources as criteria for requiring new construction, substantial improvements, or other development in Zone A and as the basis for elevating residential structures to or above base flood level for floodproofing or elevating nonresidential structures to or above base flood level, and for prohibiting encroachments in floodways.
2. Base flood elevation data is required for subdivision proposals or other developments greater than 50 lots or five acres, whichever is the lesser, within unnumbered A zones.

#### 8.1.5. Floodway requirements

In Zones A, A1-A30, and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

In Zones A1-A30 and AE, along watercourses that have a regulatory floodway designated on the FIRM, encroachments are prohibited, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. ~~In~~

~~the floodway, designated on the Flood Insurance Rate Map, the following provisions shall apply:~~

- ~~1. All encroachments, including fill, new construction, substantial improvements to existing structures, and other developments, are prohibited unless certification by a registered professional engineer is provided by the applicant demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the one-hundred-year flood base flood discharge.~~
- ~~2. Any encroachment meeting the above standard shall comply with the floodplain requirements of the State Building Code.~~
- ~~3. In Zones A and AE, along watercourses that have not had a regulatory floodway designated, the best available federal, state, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.~~

#### 8.1.6. Recreational Vehicles

In A, A1-30, AH, AO and AE Zones, all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the zone's regulations for foundation and elevation requirements or be on the site for less than 180 consecutive days or be fully licensed and highway ready.

#### 8.1.7. Use regulations

1. The Floodplain District is established as an overlay district to all other districts. All development in the district, including structural and non-structural activities, whether permitted by right or by special permit, must be in compliance with Chapter 131, Section 40 of the Massachusetts General Laws and with the following:

Sections of the Massachusetts State Building Code (780 CMR) which address floodplain and coastal hazard areas

Wetlands Protection Regulations, Department of Environmental Protection (DEP) (currently 310 CMR 10.00)

Inland Wetlands Restriction, DEP (currently 310 CMR 13.00)

Minimum requirements for Subsurface Disposal of Sanitary Sewage, DEP (currently 310 CMR 15, Title 5)

Any variances from the provisions and requirements of the above referenced state regulations may only be granted in accordance with the required variance procedures of these state regulations.

2. All subdivision proposals must be designed to assure that:
  - a. Such proposals minimize flood damage;



- b. All public utilities and facilities are located and constructed to minimize or eliminate flood damage; and
- c. Adequate drainage is provided to reduce exposure to flood hazards.

In a riverine situation, the Middleton Conservation

#### 8.1.8. Watercourse alterations or relocations of riverine areas

In a riverine situation, the Conservation Agent shall notify the following of any alteration or relocation of a water course:

Adjacent communities

NFIP State Coordinator

Massachusetts Department of Conservation and Recreation  
~~251 Causeway Street, Suite 600-700~~  
~~Boston, MA 02114-2104~~

NFIP Program Specialist

Federal Emergency Management Agency, Region 1  
~~99 High Street, 6th Floor~~  
~~Boston, MA 02110~~

#### 8.1.9. Requirement to submit new technical data

If the Town acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the Town will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s). Notification shall be submitted to:

NFIP State Coordinator

Massachusetts Department of Conservation and Recreation

NFIP Specialist

Federal Emergency Management Agency, Region 1

#### 8.1.10. Variances to building code floodplain standards

The Town will request from the State Building Code Appeals Board a written and/or audible copy of the portion of hearing related to the variance, and will maintain this record in the community's files.

The Town shall issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a community official that (1) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as

\$25 and \$100 of insurance coverage and (2) such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all variance actions for the referenced development in the floodplain overlay district.

8.1.11. Variances to local Zoning Bylaws related to community compliance with the National Flood Insurance Program (NFIP)

A variance from the floodplain bylaw must meet the requirements set out by State law, and may only be granted if (1) good and sufficient cause and exceptional non-financial hardship exist, (2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public, and (3) the variance is the minimum action necessary to afford relief.

8.1.12. Abrogation and greater restriction

The floodplain management regulations found in this Floodplain Overlay District section shall take precedence over any less restrictive conflicting local laws, ordinances or codes.

8.1.13. Disclaimer of liability

The degree of flood protection required by this bylaw is considered reasonable but does not imply total flood protection.

8.1.14 Severability

If any section, provision or portion of this bylaw is deemed to be unconstitutional or invalid by a court, the remainder of the ordinance shall be effective.

8.1.15 Floodplain Overlay District (FPOD) definitions.

AREA OF SPECIAL FLOOD HAZARD — The land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. The area may be designated as Zone A, AO, AH, A1-30, AE, A99, V1-30, VE, or V.

BASE FLOOD — The flood having a one-percent chance of being equaled or exceeded in any given year.

DEVELOPMENT — Any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

DISTRICT — Floodplain district.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) — Administers the National Flood Insurance Program. FEMA provides a nationwide flood hazard area mapping study program for communities as well as regulatory standards for development in the flood hazard areas.

FLOOD BOUNDARY AND FLOODWAY MAP – An official map of a community issued by FEMA that depicts, based on detailed analyses, the boundaries of the 100-year and 500-year floods and 100-year floodway. (For maps done in 1987 and later, the floodway designation is included on the FIRM.)

**FLOOD INSURANCE RATE MAP (FIRM)** — An official map of a community on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

**FLOOD INSURANCE STUDY** — An examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of flood-related erosion hazards.

**FLOODWAY** — The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**FUNCTIONALLY DEPENDENT USE** – A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

**HIGHEST ADJACENT GRADE** – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**HISTORIC STRUCTURE** – Any structure that is:

- a. Listed individually in the National Register of Historic Places (as listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - i By an approved state program as determined by the Secretary of the Interior or
  - ii Directly by the Secretary of the Interior in States without approved programs.

**LOWEST FLOOR** — The lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of NFIP Regulations 60.3.

**NEW CONSTRUCTION (FOR FLOODPLAIN MANAGEMENT PURPOSES)** — Structures for which the "start of construction" commenced on or after the effective date of the first floodplain management regulation adopted by a community. For the purpose of determining insurance rates, new construction means structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later. New construction includes subsequent and substantial improvements to such structures.

**ONE-HUNDRED-YEAR FLOOD** — See "base flood."

**RECREATIONAL VEHICLE** – A vehicle which is:

- a. Built on a single chassis;

- b. 400 square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

REGULATORY FLOODWAY — See "floodway."

SPECIAL FLOOD HAZARD AREA — The land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map a Zone A, AE, A1-30, A99, AR, AO, AH, V, VO, VE or V1-30. An area having special flood and/or flood-related erosion hazards, and shown on a FHBM or FIRM as Zone A, AO, A1-30, AE, A99, AH, V, V1-30, VE.

START OF CONSTRUCTION — The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns.

Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or shed not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual 'start of construction' means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE (for floodplain management purposes) — Any construction, erection, assemblage or other combination of materials in a fixed location to give support or shelter. A walled and roofed building, including a gas or liquid storage tank that is primarily above ground as well as a manufactured home.

SUBSTANTIAL DAMAGE — Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT — Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either (a) before the improvement or repair is started, or (b) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

SUBSTANTIAL REPAIR OF A FOUNDATION — When work or repair to replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 5% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute a substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR.

VARIANCE – A grant of relief by a community from the terms of a floodplain management regulation.

VIOLATION – The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in §60.3 is presumed to be in violation until such time as that documentation is provided.

ZONE A — The one-hundred-year floodplain area where the base flood elevation (BFE) has not been determined. To determine the BFE, use the best available federal, state, local, or other data.

ZONE AE (FOR NEW AND REVISED MAPS) — The one-hundred-year floodplain where the base flood elevation has been determined.

ZONE X — Areas identified in the community Flood Insurance Study as areas of moderate or minimal flood hazard. Zone X replaces Zones B and C on new and revised maps.

4.

**Justin Sultzbach**

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**From:** Anna B. Carmer  
**Sent:** Thursday, February 27, 2025 1:56 PM  
**To:** Anna B. Carmer  
**Subject:** Request for Qualifications: Middleton Zoning Bylaw Review Project  
**Attachments:** RFQ\_Zoning\_Bylaw\_Review\_2025\_v1\_to\_post.pdf

The Town of Middleton seeks a Planning Consultant to lead the Town to perform a comprehensive zoning review and update.

The Town will be selecting a consultant from the State's PRF76 Approved Consultants List through this targeted solicitation for qualifications.

Please see enclosed for the project scope of work and selection process. Please send submissions no later than Thursday, March 20, 2025 at 12:00 PM.

Thank you,

Anna Bury Carmer

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**Anna Bury Carmer, AICP**  
Planning Director  
Town of Middleton  
978.777.8917  
anna.burycarmer@middletonma.gov



**Town of Middleton**  
**Middleton, Massachusetts**  
**01949**

*www.middletonma.gov*

## **REQUEST FOR QUALIFICATIONS (RFQ)**

**Planning Consultant Services:**  
**Comprehensive Zoning Review and Update**

**Town of Middleton, Massachusetts**  
**February 26, 2025**

The Town of Middleton seeks a Planning Consultant to lead the Town to perform a comprehensive zoning review and update. This Request for Qualifications (RFQ) has been prepared and issued by the Town as a process to select the best consultant for this task. The Town has appropriated local funds as well as funds from the Community Planning Grant Program to complete this project. The Town will be selecting a consultant from the State's PRF76 Approved Consultants List through this targeted solicitation for qualifications.

### **SCOPE OF WORK**

#### **Project Description**

The Town of Middleton seeks to modernize its zoning bylaws through a comprehensive review and revision process. This update is expected to include, but is not limited to, a review of the following sections:

- Zoning districts, including overlay districts
- Use regulations
- Dimensional requirements
- General regulations
- Special regulations
- Special residential regulations
- Special district regulations
- Administration and procedures
- Definitions (if needed)
- Purpose and authority (if needed)

The selected consultant will be expected to review each section of the zoning code and to make recommendations to simplify, clarify, organize, or amend the code. Recommendations should consider current laws and regulations as well as Town priorities from existing plans and prior zoning audits.

With support from the Planning Director, the selected consultant will be expected to develop an outreach strategy and prepare draft recommendations for stakeholder review, understanding, and



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input. Project stakeholders include the Middleton Planning Board, Zoning Board of Appeals, Affordable Housing Trust, Master Plan Committee, Bylaw Review Committee, Town Staff, and interested Middleton residents.

The selected consultant will be expected to deliver final recommendations that are aligned with current laws and regulations and are reflective of Town priorities and stakeholder input.

**Project Deliverables**

1. Task 1: Zoning Audit
  - Audit should include recommendations to simplify, clarify, organize, or amend the Middleton Zoning Bylaws
2. Task 2: Stakeholder Outreach
  - Subtask A: stakeholder outreach strategy, developed with support from Planning Director
  - Subtask B: stakeholder presentations to review drafts
3. Task 3: Zoning Rewrite
  - Zoning rewrite should take into consideration stakeholder outreach process and should be presented in a format appropriate for consideration at Planning Board Hearings and Town Meeting

**Minimum Qualifications**

- Extensive experience with and understanding of zoning bylaws and their applications in Massachusetts municipalities, as evidenced by prior zoning review or recodification projects.
- Comprehensive knowledge of M.G.L. Ch. 40A and ability to apply regulations to local zoning bylaws
- Familiarity with zoning considerations relevant for small to mid-size Massachusetts towns, including but not limited to housing, economic development, conservation of open space, and transportation.
- Clear and comprehensive approach to stakeholder outreach and public engagement
- Ability to present technical information to various audiences

**Project Timeline**

The selected consultant will be expected to begin work on the project immediately upon issuance of award and contract execution, as early as April 2025. The comprehensive review is expected to take 10-12 months to complete, with final recommendations delivered to the Middleton Planning Department in February/March 2026.





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**SELECTION PROCESS**

Interested applicants should submit a proposal for review, including the following items:

- Brief (no more than three pages) description of your approach to this project that addresses the minimum qualifications as outlined by the evaluation criteria, including:
  - Your experience with Massachusetts General Law and municipal applications
  - Your understanding of zoning bylaws in Massachusetts municipalities
  - Your familiarity with small to mid-size towns regarding zoning and development interests
  - A sample stakeholder engagement plan
  - Sample presentation materials
- A detailed line-item budget inclusive of all expected project costs
- A sample project schedule

Send your response via email to [anna.burycarmer@middletonma.gov](mailto:anna.burycarmer@middletonma.gov). **Submissions shall be received no later than March 19, 2025 at 12:00 PM.** Incomplete or late submissions will not be considered. Any questions or inquiries regarding this RFQ should be sent to [anna.burycarmer@middletonma.gov](mailto:anna.burycarmer@middletonma.gov) no later than March 12, 2025 at 12:00 PM.

The Town's Consultant Review Team will include the Planning Director, Building Commissioner, Town Administrator, Assistant Town Administrator, Planning Board Member, Zoning Board of Appeals Member, and Select Board Member. Upon review of qualifications, the Town anticipates recommending the three highest scoring firms for an interview conducted by the Planning Board and Zoning Board of Appeals at a joint meeting.



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**EVALUATION CRITERIA**

The most qualified proposals will be selected based on the following evaluation criteria:

	<b>Excellent (3pts)</b>	<b>Good (2 pts)</b>	<b>Minimal (1 pt)</b>	<b>No Experience or Insufficient Information Provided (0 pts)</b>
Overall quality and completeness of the proposal	Proposal includes all required material and provides a clear and comprehensive approach to completing the tasks in the scope of work.	Proposal includes most required material and provides some description of completing the tasks in the scope of work.	Proposal is missing key required material and provides limited understanding of the tasks in the scope of work.	Proposal does not address the scope of work or insufficient information provided.
Comprehensive knowledge of M.G.L. Ch. 40A and ability to apply regulations to local zoning bylaws	Comprehensive knowledge of M.G.L. Ch 40A, as evidenced through 10 or more years of experience with Massachusetts municipal law and application.	Some knowledge of M.G.L. Ch 40A, as evidenced through 5 – 9 years of experience with Massachusetts municipal law and application.	Minimal knowledge of M.G.L. Ch 40A, as evidenced through less than 5 years of experience with Massachusetts municipal law and application.	No knowledge of or experience with Massachusetts municipal law or insufficient information provided.
Comprehensive understanding of zoning bylaws and their applications in Massachusetts municipalities	Comprehensive understanding of zoning bylaws in Massachusetts municipalities, demonstrated through the successful completion of 3 or more prior zoning review projects.	Some understanding of zoning bylaws in Massachusetts municipalities, demonstrated through the successful completion of 2 prior zoning review projects.	Minimal understanding of zoning bylaws in Massachusetts municipalities, demonstrated through the successful completion of 1 prior zoning review project.	No knowledge or understanding of zoning bylaws in Massachusetts municipalities or insufficient information provided.



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Familiarity with zoning and development considerations relevant for small to mid-size Massachusetts towns, including but not limited to housing, economic development, conservation of open space, and transportation.	Extensive knowledge of zoning and development considerations for small to mid-size Massachusetts towns, as evidenced through the successful completion of 3 or more prior projects in small or mid-size towns.	Some knowledge of zoning and development considerations for small to mid-size Massachusetts towns, as evidenced through the successful completion of 2 prior projects in small or mid-size towns.	Minimal knowledge of zoning and development considerations for small to mid-size Massachusetts towns, as evidenced through the successful completion of 1 prior project in in small or mid-size towns.	No knowledge of zoning and development considerations in small or mid-size towns or insufficient information provided.
Clear and comprehensive approach to stakeholder outreach and public engagement	Clear and comprehensive approach to stakeholder outreach as demonstrated by inclusion of a detailed sample stakeholder engagement plan that includes key stakeholders and key points for engagement.	Adequate approach to stakeholder outreach as demonstrated by inclusion of a sample stakeholder engagement plan; missing some key information.	Minimal understanding of stakeholder outreach and engagement; no sample stakeholder engagement plan included.	No stakeholder engagement efforts mentioned or insufficient information provided.
Ability to present technical information to various audiences	Excellent ability to present technical information in a clear and understandable format as demonstrated by inclusion of sample presentation slides.	Some ability to present technical information as demonstrated by inclusion of sample presentation slides.	Minimal ability to present technical information to various audiences; no sample slides included.	No presentation abilities mentioned or insufficient information provided.



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The Consultant Review Team will recommend the three highest scoring consultants for an interview with the Planning Board and Zoning Board of Appeals. The Planning Board will make a recommendation for an award to the Chief Procurement Officer, who will prepare a standard Town contract.

The Town of Middleton reserves the right to reject any proposal, in whole or in part, and to negotiate the terms and conditions with any proposer and to accept any proposal, in whole or in part, which the Town deems, in its sole opinion, to be in the best interest of the Town of Middleton.



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**ATTACHMENT A**  
**Small Business Purchasing Program (SBPP)**

**Program Background.** The Massachusetts [Small Business Purchasing Program](#) (SBPP) was established pursuant to [Executive Order 523](#) to increase state contracting opportunities with small businesses having their principal place of business within the Commonwealth of Massachusetts. Pursuant to the SBPP, it is the intention of the issuing department to award this Small Procurement to one or more SBPP participating business(es) as described below.

**SBPP Award Preference.** While all businesses, no matter the size or principal place of business, may submit responses to this solicitation, should an SBPP participant respond and meet the best value criteria as described in this solicitation, the SBPP participant shall be awarded the contract. The Strategic Sourcing Services Team (SST) will not evaluate submissions from non-SBPP participants unless no SBPP Bidder meets the SST's best value evaluation criteria.

**SBPP Participation Eligibility.** To be eligible to participate in this procurement as an SBPP participant, an entity must meet the following criteria, and be marked as an SBPP registered business in [COMMBUYS](#):

1. Have its principal place of business in the Commonwealth of Massachusetts;
2. Been in business for at least one year;
3. Employ a combined total of 50 or fewer full-time equivalent employees in all locations, or employees work less than a combined total of 26,000 hours per quarter; and
4. Have gross revenues, as reported on appropriate tax forms, of \$15 million or less, based on a three-year average.

Non-profit firms also must be registered as a non-profit or charitable organization with the MA Attorney General's Office and be up to date with all filings required by that office and be tax exempt under Section 501(c) of the Internal Revenue Code.

**SBPP Compliance Requirements.** It is the responsibility of the Bidder to ensure that their SBPP status is current at the time of submitting a response and throughout the life of any resulting contract. Misrepresentation of SBPP status will result in disqualification from consideration, and may result in debarment, contract termination, and other actions. To learn more about the SBPP, including how to apply, visit the [SBPP Webpage](#).

**Program Resources and Assistance.** Bidders and Contractors seeking assistance regarding SBPP may visit the SBPP webpage, <http://www.mass.gov/sbpp>, or contact the SBPP Help Desk at [sbpp@mass.gov](mailto:sbpp@mass.gov).

**ATTACHMENT B**  
**SAMPLE CONTRACT: TOWN OF MIDDLETON**

**TOWN OF MIDDLETON**

**CONTRACT #** \_\_\_\_\_

**STATE CONTRACT # (if applicable)** \_\_\_\_\_

**DATE:** \_\_\_\_\_

This Contract is entered into on, or as of, this date by and between the Town of Middleton,  
48 S Main Street, Middleton, MA 01949 (the "Town"), and

[Contractor]

[Contact Name for Responsible Person]

[Address of the Contractor]

[Telephone Number]

[Email Address]

1. This is a Contract for the procurement of the following:  
(Describe the work to be performed)

[Scope of Work]

2. The Contract price to be paid to the Contractor by the Town is: [Contact Amount]

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the

work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed **contract amount** as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

## 5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.

5.5 Goods: Goods, Supplies, Services or Materials.

5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the

Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 Work: The services or materials contracted for, or both.

#### 6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before [contract end date], unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant.

#### 7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

1. STANDARD OF CARE: In providing services under this Agreement, the Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No warranty, express or implied is made.
2. RELIANCE ON DATA: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

#### 8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

#### 9. Termination and Default:



- 9.1 Without Cause. The Town may terminate this Contract on seven (7) business days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

If either party fails to fulfill, in timely and proper manner, its obligations under this Agreement, the other party shall thereupon have the right to terminate this Agreement with seven business days written notice of such failure and termination to the other party.

- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven business (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

- 9.3 Default. The following shall constitute events of a default under the Contract:

any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

## 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

3. **AVAILABILITY:** Client agrees that Client officers and staff will be available for consultation, for arranging meetings and coordinating communication with the representatives of Client, stakeholders, and others as necessary.
4. **RELIANCE ON DATA:** The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
5. **HAZARDOUS MATERIALS:** Both parties acknowledge that the Consultant's Scope of Services does not include any services related to asbestos or hazardous or toxic materials.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Middleton shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

#### 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or

provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

### 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other

executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency’s practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if (1) the Contract is signed by a majority of the Board of Selectmen; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Middleton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors, other than those identified in the proposal, without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Middleton shall be individually or personally liable on any obligation of the Town under this Contract.

#### 21. Indemnification:

The Contractor hereby agrees to indemnify and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, through gross negligence by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor hereby agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by act of gross negligence by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act of gross negligence by in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act of gross negligence by on the part of the Contractor or of any

Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

21.5 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Middleton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption



from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

- 6. OWNERSHIP OF INSTRUMENTS OF SERVICE: The Consultant shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto.
- 7. ELECTRONIC MEDIA: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the project. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant. In no event will the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
- 8. NONEXCLUSIVE LICENSE: Upon Execution of this Agreement, the Consultant grants to the Client a nonexclusive license to reproduce and use the Deliverables for the purposes for which they were intended as described in the Scope of Services.

#### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

#### 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

#### 28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

### 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

### 31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

### 32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

### 33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Middleton shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

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

The Town of Middleton by:

Select Board:

\_\_\_\_\_  
JEFFREY P. GARBER      Date

\_\_\_\_\_  
RICHARD KASSIOTIS      Date

\_\_\_\_\_  
KOSTA E. PRENTAKIS      Date

\_\_\_\_\_  
BRIAN M. CRESTA      Date

\_\_\_\_\_  
DEBBIE CARBONE      Date

\_\_\_\_\_  
ANNA BURY CARMER, Planning Director      Date

\_\_\_\_\_  
JUSTIN SULTZBACH, CPA, Town Administrator      Date

The Contractor by:

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
[Contractor]  
Print Name & Title

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
SARAH WOOD, Town Accountant      Date

Certified as to Form:

\_\_\_\_\_  
JAY TALERMAN, Town Counsel      Date

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

**CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

\_\_\_\_\_, authorized signatory for

name of signatory

\_\_\_\_\_, whose

name of contractor

principal place of business is at \_\_\_\_\_,

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that

\_\_\_\_\_ has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Federal Tax ID # or Social Security #

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

6.

**MAY 14, 2024 ANNUAL TOWN MEETING  
PRELIMINARY LIST**

<b>Art #</b>		<b>Page #</b>
	<b>Current &amp; Prior Year Financial Articles</b>	
1.	Hear Committee Reports	
2.	Pay Bills of Prior Fiscal Years	
3.	Fund Collective Bargaining Agreements	
4.	Snow and Ice Deficit	
	<b>FY2026 Financial Articles</b>	
5.	Approve FY2026 Compensation for Elected Officials	
6.	FY2026 Omnibus Budget	
7.	FY2026 Public Safety Operating Budget Override	
8.	FY2026 Elementary School Operating Budget Override	
9.	FY2026 Masconomet Regional Operating Budget Override	
10.	FY2026 Community Preservation Budget - Debt Service, Projects, Expenses	
11.	FY2026 Community Preservation Budget - New Projects	
12.	Authorize FY2026 Revolving Fund Spending Limits	
13.	FY2026 South Essex Sewerage District Enterprise Budget	
14.	FY2026 Water Enterprise Budget	
15.	Accept Sum from Middleton Electric Light Department (MELD)	
16.	Transfers to Reserve Accounts	
17.	FY2026 Capital Budget	
18.	Masconomet Regional Capital Request	
19.	Fuller Meadow Roof Construction Debt Capital Request	
20.	Middleton 300 <sup>th</sup> Committee Appropriation	
	<b>Citizen Petitions, Bylaw Adoptions, &amp; Real Property</b>	
21.	Charter Review Recommendations	
22.	Floodplain Bylaw	
23.	Surplus Town Properties – Police Station	
24.	Surplus Town Properties - TBD	
25.	Conservation Restriction for 105 S Main Street*	



**PROPOSED CHANGES TO TOWN CHARTER  
(AMENDED VERSION OF HOUSE BILL #3970)  
February 20, 2025**

**CHAPTER 2 – TOWN MEETING**

**2-2-3 AMEND to read as:**

*"When the number of voters in attendance at Town Meeting is determined to be less than the established quorum, the meeting shall be adjourned forthwith to a stated date, time, and place, **or, at the option of Town Meeting, dissolved.**"*

*\*New wording in red added at end of section as recommended by TC*

**2-3-2 AMEND to read as:**

*"**Where required by applicable law**, the Town Meeting shall consider and act upon, with or without amendments, all proposed operating and capital budgets, bond issues, and other financial proposals of the Town."*

*\*New wording in red added to beginning of section as recommended by TC.*

**2-4-2 AMEND to read as:**

*"In all procedural matters, the Town Meeting shall follow the latest edition of **Town Meeting Time**, except as provided by General Law, this Charter or by the By-law."*

*\*The words in red "Town Meeting Time" replaces the words "Robert's Rules of Order" Town Meeting Time obsolete.*

**2-4-5 AMEND to read as:**

*"A copy of the Warrant for any Town Meeting shall be **mailed** to each residence in the Town at at least seven days prior to commencement of said meeting."*

*\*The word in red "mailed" replaces the words "made available"*

**2-4-6 AMEND to read as:**

*"The order of consideration of the articles on the Warrant may be changed **at the discretion of the Town Moderator.**"*

*\*The words in red "at the discretion of the Town Moderator" replaces the words "may be changed only by a four-fifths vote of the Town Meeting"*

**2-4-8 AMEND to read as:**

*"The Town Meeting shall **receive** Finance Committee recommendations **on all Town Meeting articles concerning financial matters, provided that failure to submit a recommendation may not preclude Town Meeting action.**"*

*\*The word in red "receive" replaces the words "not consider financial matters without". The new words in red are added at end of section. Recommended by TC*

2-4-9 **AMEND** to read as:

*"**The Town Meeting shall receive a Planning Board recommendation on all** Articles involving planning, zoning, subdivision control, land acquisition, conservation extension of sewer lines, and all other matters relating to **land and** the environment, **provided that a failure to submit a recommendation may not preclude Town Meeting action.**"*

*\*The new words in red added to beginning of section. New words in red "land and" added. New words in red added to end of section. Recommended by TC.*

2-4-10 **AMEND** to read as:

*"The substance of any article defeated at Town Meeting shall not again be placed on the warrant for the period of one year, **except and unless in compliance with General Laws, Chapter 39, Section 10 as amended**"*

*\*The new words in red added to the end of section. Recommended by TC.*

2-4-11 **AMEND** to read as:

*"The substance of any article entailing zoning, which has been defeated at any Town Meeting shall not again be voted on by the Town Meeting for a period of two years thereafter, unless the Planning Board shall have recommended resubmission of the article."*

*\*The words "planning and subdivision control" removed. Recommended by TC.*

## **CHAPTER 3 - ELECTIONS**

3-1-1 **AMEND** to read as:

*"The regular Election for all Town offices shall be by official ballot held on the third Tuesday in May of each year. **The Select Board may change the date of the Town Elections due to reasons relating to public health, safety and welfare, provided that the new date is in conformance with state law.**"*

*\*The new words in red added to end of section. Recommended by TC.*

3-1-2 **AMEND** to read as:

*"Any person duly elected to any office or board shall take up the duties of **their** office immediately, provided that they first shall have been sworn to the faithful performances of **their** duties."*

*\*Pronoun changes. "Their" replaces "his."*



3-4-1 **AMEND** to read as:

*"An elected officer of the Town may be recalled and removed from public office by the voters of the Town as herein provided. Any voter of the Town may file with the Select Board a petition containing the name and title of the elective officer whose removal is sought together with a statement of the grounds for their removal. Said petition shall be filed with said Board and shall be signed in ink or indelible pencil by qualified voters of the Town equal in number to at least **twelve percent of the voters** registered at the last regular municipal election, provided that no recall petition may be filed against any officer until he shall have their office before the taking of such vote. Said recall vote shall be called and conducted in the same manner as is provided by General Law for the call and conduct of a special election."*

*\*The words in red "twelve percent of the voters" replaces "twenty percent of voters."*

3-4-2 **AMEND** to read as:

*"If, within five **business** days after receipt of the petition.....special election."*

*\*The word in red added to section.*

3-4-3 **AMEND** to read as:

*"The form of the question to be voted upon shall be substantially as follows: "Shall (here insert the name and title of elective officer whose recall is sought) be recalled?" A majority vote of the voters to recall such elective officer shall not be effective unless a total of at a **majority of twelve percent** of the electorate entitled to vote on the question shall be voted. Recall of such elective officer shall become effective upon certification of the results of the voting thereon, regardless of any technical deficiency in the recall petition. If any elective officer shall be recalled, the vacancy created thereby shall be filled in accordance with the provisions of this Charter and General Law."*

*\*The words in red "majority of twelve percent" replaces "majority of thirty percent"*

**CHAPTER 4 - SELECT BOARD**

**AMEND** Chapter 4 title to read as:

**"CHAPTER 4 - SELECT BOARD"**

*\*Replace the words "Board of Selectmen" with "Selectboard"*

4-1-1 **AMEND** to read as:

*"A **Select Board** of five members shall be elected for three year overlapping terms. The regular election for the office of **Select Board** shall be held in accordance with Chapter 3 of this Charter."*

*\*The words in red replace "Board of Selectmen"*

4-1-2 **AMEND** to read as:

*"Vacancies in the office of the Select Board **may** be filled by special election in accordance with the provisions of General Law."*

*\*Replace the word "shall" with the word in red "may". Recommended by TC.*

4-4-1 **AMEND** to read as:

*"The Select Board may make investigations and may authorize the Town Administrator or other agent to investigate the affairs of the town and conduct of any **town board**, department **or** office including any claims against the Town. For this purpose, the Board may subpoena witnesses, administer oaths, take testimony, and require the production of evidence."*

*\*Add the words in red.*

**CHAPTER 5 – OTHER ELECTED TOWN BOARDS**

**AMEND** Chapter 5 title to read as:

**"CHAPTER 5 - "OTHER ELECTED BOARDS **AND OFFICIALS**"**

*\*Add the words in red.*

5-1-1 **AMEND** to read as:

*"**Other Town Boards and Officials** to be elected by vote of the Town shall be: An Elementary School Committee, a Regional School Committee, a Planning Board, a Board of Assessors, a Board of Library Trustees, a Town Clerk, a Housing Authority, Electric Light Commissioners, a Constable, and **a Town Moderator**."*

*\*Remove the words "Beginning with the first Town Election held after the adoption of this Charter, the" Add the words "and officials" following "Other Town Boards". Add "Town Moderator" to end of section.*

5-1-4 **AMEND** to read as:

*"Members of boards and commissions established under this Charter who serve without compensation may receive actual and necessary expenses incurred in the **rightful** performance of their duties, within limits of **both their authority and** an appropriation made for that purpose."*

*\*Add the words in red as recommended by TC.*

5-2-1 **AMEND** to read as:

*"Vacancies in the Town Boards established under this **Chapter** shall be filled by the Select Board together with the remaining members of the respective board, in accordance*

with General Law. **Vacancies in other elected offices shall be filled in accordance with state law.**

\*Replace the word "Charter" with word in red "Chapter". Add words in red at end of section. Recommended by TC.

5-3-3 **AMEND** to read as:

"At least two weeks prior to submitting a budget to the Town Accountant, the **Elementary School Committee** shall conduct a public hearing on the school budget. Said Committee shall have preliminary summaries of its recommendations available at said hearing, which shall be distributed to those who request them."

\*Add the word in red "Elementary" and capitalize "School Committee"

5-4-2 **AMEND** to read as:

"Two alternate members shall be appointed jointly by the **Select Board** and the Planning Board For one-year terms. The chairperson of the Planning Board may designate an alternate member to sit on the Planning Board to vote and act on all **zoning and subdivision** matters in the event of a board member's absence, inability to act, conflict of interest or vacancy on the board. **[Added by Ch.375 of the Acts of 2014]**"

\*Replace words "Board of Selectmen" with words in red "Select Board". Add words in red "zoning and subdivision"

## CHAPTER 6 – APPOINTMENTS MADE BY THE SELECT BOARD

6-1-1 (a) **AMEND** to read as:

"The following officers each for a term of three years: a Town Counsel **and** a Town Accountant.

\*Add word in red.

(c) **AMEND** to read as:

"The following officers for indefinite term: a Police Chief **and** a Fire Chief.

\*Add word in red.

6-3-1 (d) **AMEND** to read as:

"A Conservation Commission, a Recreation Commission, and an Historical Commission, such boards to be composed of five members each, who shall be appointed for three year overlapping terms."

\*Remove Personnel Board.

6-5-1 **AMEND to read as:**

*"Any appointed officer or **salaried** employee of the Town, not subject to the provisions of the State Civil Service law, whether appointed for a fixed or an indefinite term, may be suspended or removed from office by the appointing authority for good cause. The term good cause shall include, but not be limited to the following: incapacity other than temporary illness, inefficiency, insubordination and conduct unbecoming of office."*

*\*Replace "full time" with word in red "salaried."*

6-5-2 **AMEND to read as:**

*"Any appointed officer or **salaried** employee of the Town may be **placed on paid administrative leave** from office by the appointing authority if such action is deemed to them to be necessary to protect the interests of the Town. **Administrative leave** may be conterminous with the removal and shall not interfere with the rights of the officer or employee under the removal procedure given below."*

*\*Replace "full time" with word in red "salaried." Replace "suspended" with words in red "placed on paid administrative leave." Remove the words "However, no suspension shall be for more than fifteen days". Replace "Suspension" with word in red "Administrative leave."*

6-5-3 **AMEND to read as:**

(b) *"Within five days of delivery of such notice the officer or employee may request a hearing at which **they** may be represented by counsel, shall be entitled to present evidence, call witnesses, and to question any witness appearing at the hearing."*

*\*Remove the word "public." Replace with the word "he" with "they."*

(c) *"Between one and ten days after a public hearing is adjourned, or if the officer or employee fails to request a public hearing between six and fifteen days after delivery of the notice intent to remove, the appointing authority shall take final action either removing the officer or employee, or notifying **them** that the notice is rescinded."*

*\*Pronoun change. Replace the word "him" with "them."*

6-7-1 **AMEND to read as:**

*\*The Town Administrator shall be directly responsible to the **Select Board** for the performance of **their** duties, and shall be principal full-time administrative officer of the Town.*

*\*Replace the words "Board of Selectmen" with "Select Board". Replace the word "his" with the word "their"*

6-7-4 **AMEND to read as:**

*"They shall assemble and present to the Select Board, **in-coordination with the Town Accountant**, the annual budget .....of this Charter."*

*\*Add the words in red.*

\*\*\* **ADD NEW SECTION:**

*"The Town Administrator shall supervise all appointed department heads. The Town Administrator shall be the Select Board's agent for collective bargaining and may request The Town Counsel to assist in the performance of these duties. The Town Administrator shall Administer the Town's personnel by laws, including, but not limited to, personnel policies and practices, rules and regulations, including provisions for recruitment, an annual employee performance review, employee grievance procedures and discipline, workplace safety and collective bargaining agreements entered into by the Town. The Town Administrator shall inquire, at any time, into the conduct of an office or the performance of the duties of any officer or employee, department board, commission or other town agency."*

*\*Recommended by TC.*

6-7-7 **AMEND** to read as:

*"The Town Administrator shall serve as the Town's Chief Procurement Officer and shall be responsible for purchasing all material, equipment, supplies **and services** for the Town except those which Town Bylaw requires competitive bids. A vote of the Select Board is required to award a contract other than the lowest bidder (Amended 5-18-1984 ATM by Art.52, approved 5-10-85)."*

*\*Replace "He" with the words in red beginning this section. Add words in red "and services"  
Recommended by TC.*

6-7-10 **AMEND** to read as:

*"The Town Administrator shall perform any other duties as required to be performed by the Town Administrator By-laws, administrative codes, binding votes of Town Meeting, votes of the Select Board or otherwise."*

*\*Reword as recommended by TC.*

6-8-3 **AMEND** to read as:

*"The adoption of said resolution shall serve to **place** the **Town** Administrator **on administrative leave** for a period of not more than forty-five days, unless extended by the vote of the Select Board, during which his salary shall continue to be paid. A copy of such resolution shall be delivered to the Town Administrator who shall have five **business** days in which to request a hearing, **in accordance with the Open Meeting Law**. If hearing shall be requested, the Select Board shall schedule it within two weeks."*

*\*Replace the word "suspended" with the word in red "place". Add the word in red "Town" before Administrator. Add the words in red "on administrative leave." Add the word in red*

"business." Add the words in red "in accordance with Open Meeting Law". Recommended by TC.

6-8-4 **DELETE** section.

\*Recommended by TC.

6-9-1 **AMEND** to read as:

*"In the event of temporary absence, disability, suspension, or vacancy in the office of the **Town** Administrator, the Select Board by an affirmative vote of at least three members may appoint an acting Town Administrator. The term of the acting **Town** Administrator shall not exceed 90 days, **except as may be extended by the Select Board, and they shall perform all duties required of the Office of the Town Administrator.** An acting **Town** Administrator appointed under this section shall receive compensation as set by the affirmative. An acting **Town** Administrator appointed under this section shall receive compensation as set by the affirmative."*

\*Add the words in red. Recommended by TC.

## **CHAPTER 7 – FINANCES AND FISCAL PROCEDURES**

7-2-1 **AMEND** to read as:

*"**An annual audit** of all accounts, books, records, and financial transactions of every department, board, and commission of the Town government, including the **elementary** school department, **shall be conducted as required by M.G.L.**"*

\*Replace the words "At least ninety days before the end of the fiscal year....conduct" with "An annual audit." Add the word in red "elementary" Add words in red to end of section.

7-4-2 **DELETE** section.

\*No longer in practice.

7-4-3 **DELETE** section.

\*No longer in practice.

7-4-4 **DELETE** section.

\*No longer in practice.

\*\*\* **ADD NEW SECTION:**

*"**No later than 90 days prior to Annual Town Meeting, the Town Administrator shall submit to the Select Board and Finance Committee a proposed operating budget of the ensuing fiscal year. No later than 60 days prior to the Annual Town Meeting, the Town Administrator shall submit to the Select Board and Finance Committee a proposed capital budget of the ensuing fiscal year.**"*

\*New procedures in place of deleted sections 7-2-4, 7-3-4, 7-4-4.

7-4-5 **AMEND** to read as:

*"The Finance Committee shall prepare and present a budget message **concerning its recommendations** to the Annual Town meeting. The budget message shall also be included In the annual Town Report."*

\*Add words in red. Recommended by TC.

7-4-6 **AMEND** to read as:

*"The budget message shall explain the budget both in fiscal terms and in terms of work programs. It shall: (1) outline the proposed financial policies of the Town for ensuing fiscal year; (2) describe the features of the budget; (3) indicate any major changes from the current year in financial policies, expenditures, revenues together with the reasons for such; (4) summarize the Town's debt positions; (5) estimate the impact of the total budget upon ensuing tax rate; (6) include such other material as the Finance Committee shall deem desirable. **The Select Board may also submit a budgetary message to the Town Meeting.**"*

\*Add new word sin red. Recommended by TC.

7-5-1 **AMEND** to read as:

*"The Town Administrator shall submit a capital improvement program to the Select Board and the Finance Committee at least one hundred fifty days before the start of each fiscal year. It **may** be based on material prepared by **Department Heads**, including: (1) a clear, concise general summary of its contents; (2) a list of all capital improvements proposed to be undertaken during the next ensuing five years, with supporting information as to the need for each such capital improvements; (3) cost estimates, methods of financing and recommended time schedules for each improvement; and (4) the estimated annual cost of operating and maintaining each facility and piece of major equipment involved. This information is to be annually revised by **the Town Administrator** with regard to the capital improvements still pending or in the process of being acquired, improved or constructed."*

\*Replace Capital Planning Board with words in red.

7-6-1 **AMEND** to read as:

*"The Finance Committee **shall make available to the residents of the Town**, a notice stating: (1) the time and places where copies of the operating budgets and capital improvement program are available for inspection; and (2) the date, time and place, not less than seven days after such publication, when the Finance Committee and Select Board jointly conduct one or more public hearings on proposed operating budget and capital improvements program."*

\*Replace the word "publish" with words in red.

7-10-1 **AMEND** to read as:



*"An appropriation made by a separate Warrant Article shall continue in force until the purpose for which it was made shall have been accomplished or abandoned. The purpose of any such appropriation shall be deemed abandoned if three years shall pass without any disbursement from or encumbrance by contract of the appropriation."*

*\*Remove first sentence "Every appropriation....contract." Recommended by TC.*

**7-11-1 AMEND to read as:**

*"In addition to the prohibitions prescribed by law, the submission of a bid by any compensated town officer or employee on any contract to be awarded by the Town shall serve **as notice to resign their** office, unless otherwise authorized by General Law."*

*\*Add the words in red "as notice to." Replace word "vacate" with "resign their."  
Recommended  
by TC*

**CHAPTER 8 – ENVIRONMENTAL MATTERS**

**8-1-1 AMEND to read as:**

*"The Planning Board established under Chapter 5, Section 4 of this Charter **may** make recommendations to the Select Board on all matters concerning the physical, economic, and environmental development of the Town, as prescribed by General Law, and this Charter."*

*\*Replace the word "shall" with the word in red "may." Recommended by TC*

**8-2-1 DELETE section.**

*\*Removed at recommendation of TC.*

**CHAPTER 9 - ADMINISTRATION**

**9-5-2 AMEND to read as:**

*"The **Town Administrator**, shall propose, and **the Select Board** may adopt personnel rules relating to all Town positions, **except as otherwise provided by law or as may be superseded by collective bargaining agreements.** Such rules shall provide for: (1) the classification of all positions based on the duties, responsibility and authority of each position, with adequate provision for reclassification of any position whenever warranted by changed circumstances, (2) a salary and pay plan for all positions, (3) methods of determining the merit and fitness of candidates for appointment and promotion, (4) policies and procedures regulating the removal of employees, consistent with this Charter, (5) hours of work, attendance regulations, and provisions for sick, vacation, military and other leave of absence, (6) policies and procedures governing persons holding provisional appointments, (7) policies and procedures governing relationships with employee organizations, (8) policies regarding service training programs, (9) grievance procedures, and (10) such other practices and procedures as may be necessary for the administration of the personnel system."*



*\*Replace "Personnel Board" with words in red "Town Administrator." Replace "the Town Meeting" with words in red "the Select Board." Replace words "except those provided....General Law" with words in red "except....agreements" Recommended by TC.*

## **CHAPTER 10 – GENERAL PROVISIONS**

### **10-1-1 AMEND to read as:**

*"It shall be the responsibility of the Town Moderator to insure, through an appointed Charter Review Committee, that the Charter of the Town be reviewed at least every 15 years, and that copies shall be available to all registered voters requesting them."*

*\*Reword section as above.*

### **10-4-1 AMEND to read as:**

*"It shall be the responsibility of the Select Board to insure, through an appointed By-law Committee, that the **General** By-laws of the town shall be reviewed at least every five years, and copies shall be made available to all registered voters requesting them"*

*\*Add word in red.*

### **10-5-1 AMEND to read as:**

*"All boards, commissions and committees of the Town shall: organize annually and elect a **Chair** and other necessary officers; adopt rules of procedure and voting; maintain meeting minutes, copies which shall be a public record."*

*\*Change the word "Chairman" with the word in red "Chair." Remove the words "establish a quorum requirement for their meetings;" Replace the words "a journal of proceedings" with "maintain meeting minutes." Recommended by TC.*

### **10-6-1 AMEND to read as:**

*"No meeting of any Town board, commission, committee or subcommittee shall be held in executive session except **as allowed by Massachusetts General Law.**"*

*\*Add words in red.*

## **MISC CHANGES**

**RENUMBER Charter Pages.** After discussion, put Introduction in Appendix and renumber pages starting at Preamble Page as C-1 through C-19.

**\*\*Renumbering will be done by General Code\***

8.

# Town of Middleton Surplus Properties Public Forum Series

## What's next for these town owned properties?

Sell, retain, preserve, redevelop? We'd like to hear from the residents of Middleton!

### Up next: Middleton Police Station

65 N Main St. to be discussed at the Tue,  
March 4<sup>th</sup>, 2025 Select Board Meeting



Upcoming:

3/18/25 Select Board

Fire Station

4 Lake Street

-----  
4/1/25 Select Board

Council on Aging

(Old Town Hall)

38 Maple Street

\*\*\*Memorial Hall, Locust Street  
Parcel, and 40 School St (Glue  
Factory) to be scheduled for  
future dates\*\*\*

0017 0000 0096

MAP

Building Location  
65 NORTH MAIN ST

Bld # 1 of 1

Commercial  
Parcel ID:0017-0000-0096  
Acct:985

APPROXED:  
USE + IMP:  
USE LAND:  
ASSESSSED:  
Comments:  
police station

Total Card  
1,278,500 /  
1,278,500 /  
0 /  
1,278,500 /  
1,278,500 /

In Process Appraisal Summary (First 4 Lines Only)

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
935	1.0000	566,500	20,600	691,400	1,278,500
Total Card					
Total Parcel					
Source					
Total Land					
Total Land					

Previous Assessment (First 3 Lines Only)

Tax Year	Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value	Total Assessed
2025	Mun Pub Shty	1.0000	572,200	20,800	691,400	1,284,400	1,284,400
2024	Mun Pub Shty	1.0000	544,800	20,900	670,500	1,236,200	1,236,200
2023	Mun Pub Shty	1.0000	550,100	21,100	607,800	1,179,000	1,179,000

Sales Information (Last 3 Sales Only)

Grantor	Legal Ref	Type	Date	NAL Desc	Sale Price	V	Tst	Verif	Notes
MIDDLETON TOWN OF	5849-560	D	03/14/1972	Involve Govt	20,000	0	0		

Building Permits (Last 3 Permits Only)

Date	Number	Description	Amount	Last Visit	Permit Type	STATUS	Comment
07/08/2013	2011-365	Occ Permit	0		C		
11/02/2012	2012-350	Misc Comm	0		C		
05/17/2012	2012-137	Misc Comm	12,000		C		

Remodeling

Exterior	
Interior	
Kitchens	
Baths	
Plumbing	
Electric	
Heating	
General	

Condo Information

Location	Total Units	0
Prime Int Wall	03 - Plaster	33
Sec Int Wall	01 - Drywall	33
Partition	T - Typical	
Prim Floors	4 - Carpet	
Sec Floors	6 - Ceramic Tile	20

Calc Summary

Basic \$ / SQ	80.00
Size Adj	0.94
Const Adj	1.03
Adj \$ / SQ	78.10
Other Features	32,917
Grade Factor	1.10
NBHD Inf	1.00
NBHD Mod	1.00
LUC Factor	1.00
Adj Total	708,178
% AC	100%
Crnt Vac	0
% Sprinkled	
Depreciation Total	566,542.40

SFV1 (First 5 Lines)

Code	Description	A	SFV1	Qty	SizeDim	Qual	Year	Unit Price	Dep Source	Depr %	LUC	LUC Fact	NBC Fact	Appraised	Juris	Juris Fact	Assessed
85	Paving	Y	1	1	11604.00	AV	1981	1.50	T	24	935	1	1	12,700			12,700
02	Shed Wood	Y	1	1	18,00x20.00	AV	2004	25	T	12	935	1	1	7,900			7,900

Land Section (First 5 Lines)

Code	Description	Fact	Units	DepthPrUnit	Unit Type	Land Type	LFact	Base	Price	AdjNBC	N Int	N Mod	Int 1	Int 2	Int 3	Int 4	Appraised	Alt Class	%	Speed	Juris	J Fact	Use Value Notes
935	Mun Pub Shty	1.0000	40,000		SF	P	1.00	0.00	16.50	17.24	1.00						689,400		0			1.00	689,400/195550
935	Mun Pub Shty	1.0000	0		AC	E	1.00	0.00	25,000.00	24,470.82	1.00						2,000		0			1.00	2,000/195550

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

Property Factors

Item	Code	Description	%	Item	Code	Description
Zone 1	B	Business Dis		Utility 1	A	Septic
Zone 2				Utility 2	DH20	Danvers H20
Zone 3				Utility 3	MELD	Mid ELEC
Census Tract	2121			Exempt		
Flood Hazard				Tax Dist	DOLETT	MIDDLETON
District 1	DLE	MIDDLETON	100	Topo		
District 2				Street		
District 3				Traffic	3	Typical

Activities

Date	Result	By	Name
01/20/2021	Meas/Visit	1	BWS
07/29/2013	BlpMnt/Visit	1	BWS
06/07/2012	BlpMnt/Visit	1	BWS

Res Breakdown

No. Units	Rooms	Bedrooms	Floor



Sub Area Detail

Sub Area	% Usable	Description	Alt Type	Quality	Tenants

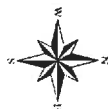
Sub Area

Code	Description	Area - SQFT	Rate - AV	Undergr Value
BM1	Basement	2,463	19.53	48,591
CNP	Canopy	328	19.89	6,522
FFL	First Floor	4,010	78.10	313,181
GAR	Garage	754	24	17,840
Total				613,873

Size Adj	6,926	Grass Area	10,496	Finished Area	6,926
Use Value Notes					
J Fact					
689,400/195550					
2,000/195550					

Total: 691,400 More? : N





February 28, 2025

Middleton, MA

1 inch = 70 Feet

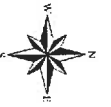


Precision Mapping Geospatial Solutions.

[www.cai-tech.com](http://www.cai-tech.com)



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



Middleton, MA

**1 inch = 70 Feet**



## Practical Meeting (Theoretical Solution)

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



## Surplus Property Overview

*Last Updated February 28, 2025*

Property Address	Current Use	Land Information	Current progress	Notes	Action Items	Proposed Public Input Meetings
<b>65 N. Main Street</b>	Police Station	1 acre, Zoning: B	Expected vacancy spring 2026	neighboring contamination	Appraisal FY 25; Request for disposition at ATM 2025; goal sale date of late FY 26, early FY 27	3/4/2025
<b>4 Lake Street</b>	Fire Station	.25 acres, undersized lot size; Zoning B; registered deed/intertwined FPL lot; shared septic with FPL	Expected vacancy spring 2026	Requires structural engineering analysis/retaining wall; Consideration for aesthetic impact to square; could provide storage, additional parking	Engineering FY 25; plan for re-use for ATM 26/FY 27 execution	3/18/2025
<b>38 Maple Street</b>	Council on Aging (Old Town Hall)	0.55675 acres; old town hall & Tramp House; Zone R1A	Expected vacancy spring 2026	Refer to 2017 study for property issues	Appraisal in FY 25 approved by SB	4/1/2025
<b>48 S. Main Street (48 R S. Main Street)</b>	Memorial Hall, historic cemetery, fields, CPA walking trails; South Middleton Train Station (originally at Bostik area)	48 S Main: 1.2 acres, Zone B; 48 Rear S. Main: 6.2 acres, Zone R1A	Prelim feasibility study completed for building; Expected vacancy spring 2026	maintain cemetery, fields, walking trails; Refer to 2017 for property issues; refer to feasibility study for more info	Appraisal in FY 26/early 26 for reference approved by SB	5/20/2025
<b>Locust Street</b>	Vacant Land	Approx. 17 acres, some wetlands	Appraisal/Engineering funded ATM 2023; Prelim Engineering completed	Direction from SB on what aspect to get appraisal for; complete appraisal in FY 26		6/3/2025
<b>40 School Street</b>	Vacant building	3.07991 acres; 10,823 sq ft building; Zone M1	No recent movement. Requires significant study/remediation	difficult to get coverage for vacant building insurance; taken tax title	TBD	6/24/2025



We do it right the first time.

Via Certified Mail

February 13, 2025

Town of Middleton  
48 South Main Street  
Middleton, MA 01949

**RE: Proposed Cell Tower Lease on Town Property Locations**

To Whom it May Concern,

I hope this message finds you well. My name is Deanna Culver, and I am a contractor with Verizon Wireless. We are currently seeking a suitable property in the Middleton area for the construction of a new telecommunications tower. After reviewing some town property options we have identified Hocter Park and 105 S Main Street as promising candidates based on its size, location, and topography.

Verizon is interested in establishing a Lease Agreement for approximately a 100'x100' area that would be accessible by vehicle. In exchange for the use of the space, a monthly lease fee ("rent") will be paid for the duration of the agreement.

We would greatly appreciate if you could let us know by March 6, 2025, if you would be interested in further exploring this opportunity. Should I not hear from you by that date, I will assume that you are not interested and will proceed with other potential candidates in the area.

If you are open to this opportunity, I would be happy to discuss the details of the proposed project and address any questions or concerns you may have. My contact information is included below for your convenience.

Thank you for your time and consideration. I look forward to the possibility of working together.

Warm regards,

A handwritten signature in blue ink that reads "Deanna Culver". The signature is written in a cursive style with a large, looped "D" at the beginning.

Deanna Culver  
Airosmith Development, Inc.  
318 West Ave Saratoga Springs, NY 12866  
[dculver@airosmithdevelopment.com](mailto:dculver@airosmithdevelopment.com)  
Cell: (518)495-6085

# TOWN OF MIDDLETON

## VEHICLE USE POLICY

Adopted by Middleton Select Board (date)

**DRAFT**



Town of Middleton  
Memorial Hall  
48 South Main Street, Middleton, MA 01949  
978-777-4966  
[www.middletonma.gov](http://www.middletonma.gov)



## **PURPOSE AND SCOPE:**

The purpose of this policy is to establish guidelines and standards for:

- Vehicle Uses – Municipal, Personal
- Personal Vehicle for Work Related Travel
- Municipal Vehicle Assignments
- Commuting and Imputed Tax
- Vehicle Accident Reporting
- Responsibilities When Driving a Municipal or Personal Vehicle
- Policy Exemptions

## **APPLICABILITY:**

This policy applies to all Town of Middleton employees. Employees whose employment is regulated by individual agreement or collective bargaining agreements are subject only to those portions of this policy that are not specifically regulated by law or agreement.

If any provision of this policy violates any governing law or regulation, or if any law or regulation applicable to this policy becomes effective after the effective date of this policy, then this policy shall be deemed changed to be in compliance with such governing law or regulation.

## **DEFINITIONS:**

### **Municipal Vehicle**

Those automobiles, trucks, vans, or other self-propelled equipment owned, rented or leased by the Town of Middleton and licensed to travel on a public way.

### **Personal Vehicle**

A vehicle owned or available for private use by the employee.

### **Commuting**

The use of Municipal Vehicles for travel between the employee's residence and his or her principal work location. Under Internal Revenue Service (IRS) regulations, the benefit of using a Municipal Vehicle for commuting is considered taxable income to an employee and the value of the personal use of the Municipal Vehicle will be included in his or her compensation.

**Expense Reimbursement**

Payment for approved expenses relating to Personal Vehicle use upon receipt of written documentation. Expense reimbursement is not considered to be a salary item.

**VEHICLE USES:****Municipal Vehicles**

It is the policy of the Town of Middleton that certain positions require employee access to Municipal Vehicles, either during their work shift or on a 24-hour on-call basis. Municipal Vehicles are not Personal Vehicles and are not for personal use. Municipal Vehicles should be viewed as belonging to the citizens and are assigned solely for purposes consistent with providing services to those citizens.

**Personal Vehicles**

It is the policy of the Town of Middleton to reimburse employees for reasonable expenses which they incur as a result of Personal Vehicle use on behalf of the Town of Middleton. Receipts and Expense Reports must be submitted in a timely manner in order for employee to be reimbursed for such expenses.

**Registering and Insuring a Vehicle**

Whenever a new vehicle is purchased and registered, the Town Accountant's office must be notified and appropriate paperwork completed immediately to add the vehicle to the Town's insurance policy.

**ADMINISTRATIVE REQUIREMENTS:****Reimbursement of Work-Related Travel Expenses**

When an employee is authorized to use a Personal Vehicle for work-related travel, he or she shall be reimbursed for mileage at the IRS standard mileage rate, unless covered by contract. According to the IRS, the standard mileage rate for business purposes is based on an annual study of fixed and variable costs of operating a vehicle. Employees will be notified by the Finance Director of any changes to the IRS.

In accordance with IRS regulations/rulings, the mileage rate is intended to cover, but is not limited to, the cost of fuel, repairs, insurance, and all operating costs, and general wear and tear on the Personal Vehicle.

In addition to the mileage rate, the Town of Middleton will reimburse employees authorized to travel outside the Town of Middleton, driving a Personal or Municipal Vehicle, within the scope of employment, for tolls and reasonable parking expenses, when receipts are provided.

### **Monthly Mileage Report**

Each department that owns a vehicle must record the vehicle use in the Driver Log for each month.

If an employee has the continued use of a Town vehicle, the Town of Middleton will assume that the employee used the vehicle for two commutes on every day that the individual had overnight travel approval.

### **Insurance**

Employees who are authorized to use a Personal Vehicle for work related travel are required to show proof to their Department Head, on an annual basis, of the following levels of insurance coverage:

- Bodily Injury: \$250,000/\$500,000
- Property Damage: \$250,000

Employees will not be reimbursed for commuting between their homes and offices or other regular work locations.

In order to be reimbursed for Personal Vehicle use, employees must complete a Reimbursement Form provided by the office of the Town Accountant and submitted with appropriate supporting documentation and/or receipts in a timely manner.

### **EMPLOYEE DRIVING RECORDS:**

Employees in the course of their employment on a regular basis may be subject to driving record check, through the Registry of Motor Vehicles. This is necessary for the Town to appropriately identify potential risk of liability.

A copy of the operator's Massachusetts driving record (MVR) shall be obtained by the HR Department to verify the historical driving record of the driver. This shall also be obtained on a quarterly or at least annual basis.

If the operator has an out of state license, then the operator must provide, upon request, a copy of their existing state driving record to the HR Department. Any out-of-pocket expense in obtaining a copy of the driving record shall be reimbursed by the Town of Middleton upon submission of a receipt, in a timely fashion.

Driving records shall be reviewed by the HR Department, Town Administrator or Department Head.

Driving records determined to be a safety concern by the Town Administrator may result in the disapproval of the employee's vehicle use in the course of employment, after consultation with the appropriate Department Head.

#### **ASSIGNMENT OF MUNICIPAL VEHICLES:**

Employees are required to have a valid license for the class of vehicle to be operated issued by the Commonwealth of Massachusetts or their state of current residence and must show proof of such valid license to his/her Supervisor or Department Head prior to being assigned a Municipal Vehicle.

The assignment of Municipal Vehicles for 24-hour use will be made by the HR Director, and will only be considered for employees who require a vehicle for ordinary or necessary discharge of their job functions, as identified in an approved position description provided by the Human Resources Department. The following criteria will be used in the determination of eligibility for 24-hour use:

- Officially designated on-call status
- Requirement for frequent emergency availability during non-working hours
- Issuance of pager or other communication device
- Emergency or other equipment contained in the vehicle

Municipal Vehicle assignments may be rescinded in writing for good reason or cause by the Town Administrator or HR Director.

Prior to the assignment of a municipal a copy of operators Massachusetts driving record as described in this policy.

Employees assigned to a Municipal Vehicle for 24-hour use involving a commute of more than 25 miles one way, shall reimburse the Town for additional fuel cost as determined by the Town Treasurer. Employees who have been assigned a Municipal Vehicle and have established commuting patterns of more than 25 miles one way prior to July 2018 shall be exempt from this provision, as long as there is no break in assignment of a Municipal Vehicle greater than 6 months, after which the exemption will no longer apply.

#### **IMPUTED INCOME TAXATION:**

Employee authorization to commute in a Municipal Vehicle may be subject to imputed income regulations as set forth by the Internal Revenue Service, which considers a certain portion of the vehicle use (namely the commute) to be income for the purposes of income taxation. The Town Treasurer shall be responsible for determining any tax liability and will be provided with the names of all employees authorized to use Municipal Vehicles for commuting purposes, and the normal, one-way commuting distance, each December 1<sup>st</sup>.

Employees who are assigned marked or unmarked police vehicles, and/or Municipal Vehicles that meet eligibility criteria as defined under 26 CRF 1.274-5T will not be subject to imputed income taxation as a result of vehicle assignment.

#### **RULES AND RESPONSIBILITIES:**

Employees who drive Municipal or Personable Vehicles are responsible for, but not limited to, the following:

- Municipal Vehicles may only be used for legitimate municipal business.
- Individuals assigned a Municipal Vehicle with commuting privileges may take “incidental personal uses” such as stopping at a grocery store or going to the bank, on their way home, but only if the stop does not add mileage to the trip.
- Operators should exercise sound judgment at all times when using assigned Municipal Vehicles and should avoid the appearance of misuse.
- The Massachusetts Ethics Code discusses unwarranted privileges. Using public equipment or resources for personal use constitutes use of an official position to obtain an unwarranted privilege not similarly available to others. Misuse of an assigned Municipal Vehicle is an ethics violation.

- Municipal Vehicles will not be used to transport any individual who is not directly or indirectly related to municipal business. Passengers shall be limited to Town employees and individuals who are directly associated with Town work activity (committee members, consultants, contractors, etc.). Family members shall not ordinarily be transported in Municipal Vehicles. Police Officers transporting individuals in the performance of their normal job are exempt from this provision.
- The use of Personal Vehicles for transporting individual's unrelated to municipal business shall not occur on town work time.
- Municipal Vehicles shall contain only those items for which the vehicle is assigned.
- The Town shall not be liable for the loss of damage of any personal property transported in the Municipal Vehicle while using their Personal Vehicle for work related travel.
- Employees are expected to keep Municipal Vehicles clean, and to report any malfunction, damage, needed repairs or other vehicle problems to their supervisors immediately.
- Stolen vehicles must be reported immediately to the Police Department or Department Head. The employee reporting the theft shall identify their Department Head as the person to be contacted with information concerning the vehicle.
- The Town shall replace vehicles as necessary due to accident, mechanical failure, depreciation or excessive mileage provided funding is available and is economically feasible to do so.
- Employees assigned Municipal Vehicles for commuting purposes are expected to park such vehicles in safe locations and to lock the car when not in use. Operators should never leave vehicles unattended with the ignition keys in the lock or anywhere in the vehicle.
- Unless expressly exempted by law, employees are to ensure that they and all passenger(s) in a Municipal Vehicle wear seat belts at all times, if the Municipal Vehicles is so equipped.
- All operators of vehicles that require a CDL license, must be tested for drugs and alcohol as provided by US DOT regulations and town drug/alcohol policy.
- Employees may not operate Municipal Vehicles or Personal Vehicles being used for work related travel, under the influence of alcohol, illegal drugs, or any controlled substances.

- Employees are prohibited from possessing open alcoholic containers, illegal drugs, or controlled substances in a Municipal Vehicle or in a Personal Vehicle being used for work related travel.
- The transporting of unopened alcoholic containers is limited to “incidental personal use” as described in this policy.
- Police Officers who are required to carry prohibited items in performing their normal job duties are exempt from applicable provisions.
- Employees operating a Municipal Vehicle or Personal Vehicle while on work related travel, must maintain a valid motor vehicle license issued by the Commonwealth of Massachusetts or the state of their current residence, which must be provided upon request by a Supervisor during a specific or periodic license check.
- Employees operating a Municipal Vehicle or Personal Vehicle while on work related travel, shall drive defensively and obey all applicable traffic and parking regulations, ordinances and laws.
- Employees who incur parking or other fines/citations while operating or using an assigned Municipal Vehicle or using a Personal Vehicle on work related travel, will be personally responsible for payment of such fines/citations, unless payment of such fine/citation is approved by the Town Administrator.
- Employees who are issued citations for any offense while operating or using a Municipal Vehicle must notify their supervisor immediately when practicable, but in no case later than 24 hours after the issuance of an issued citation.
- An employee who is assigned a Municipal Vehicle and who is arrested for or charged with a motor vehicle offense for which punishment includes suspension or revocation of the motor vehicle license, whether in his or her Personal Vehicle or in a Municipal Vehicle, must notify his or her supervisor immediately when practicable, but in no case later than 24 hours after such arrest or charge has occurred. License suspension or conviction of an offense may be grounds for loss of Municipal Vehicle privileges.
- No employee may use a Municipal Vehicle for out of state use without advance approval of the Town Administrator or HR Director.
- When utilizing a Municipal Vehicle, employees are required to obtain fuel from designated Municipal fueling facilities, unless fueling is required in the course of out-of-town travel.



- Smoking is not permitted in a Municipal Vehicle in accordance with M.G.L. c270, s22. Those utilizing a Personal Vehicle for work related travel should be considerate of others in vehicle that does not smoke.

### **CELLULAR PHONES AND HANDHELD ELECTRONIC DEVICES**

The use of cellular phones and handheld electronic devices is prohibited. This prohibition includes the receiving (accepting) or placing calls, retrieving, sending, or responding to text and image messaging, internet browsing, reading, drafting, or sending emails, checking voice messages, and operating any application installed on cellular phones or handheld devices. In the event of exigent circumstances, employees are expected to keep the call short, use hands-free options if available, refrain from discussion of complicated or emotional matters, and remain focused on road and driving conditions. Special care should be taken in situations where there is traffic, inclement weather, or the employee is driving in an unfamiliar area.

### **VEHICLE ACCIDENTS**

In the event that an employee's Personal Vehicle is damaged during an approved, work-related trip, and the damage is not due to negligence of the employee, the Town will reimburse the employee to cover the part of the cost of repair, up to a maximum of \$500 or the amount of the deductible, whichever is less, per occurrence. A copy of the police report and evidence of the employee's vehicle insurance deductible (comprehensive or collision) payment shall accompany any request for reimbursement.

When an employee using a Municipal Vehicle or Personal Vehicle on work-related travel is involved in a motor vehicle accident, the operator must:

- Stop the vehicle
- Obtain the following information:
  - Name(s) and address(es) of the other driver(s);
  - Driver's license number(s) of the other driver(s);
  - Name(s) and address(es) of the owner(s);
  - Registration number(s) of the other vehicle(s) involved
  - Name(s) and address(es) of any witness(es) to the accident
  - Name(s) and address(es) of other driver(s) insurance company(ies)



- Do not admit liability for the accident, even if the employee believes it was their fault.
- Take photos or electronic images for the Incident Report.
- Immediately report details to the employee's immediate supervisor.
- When any person has been injured and/or when vehicles have suffered significant damage, the local or state police must be called to the scene.
- Do not move the vehicle in these circumstances until authorized by the policy.
- Unless an injury prevents the operator from doing so, they must fill out a Vehicle Accident Report (VAR) within 48 hours of the accident. A blank copy of this form may be obtained from the Office of the Town Accountant. The completed VAR shall be filed with their direct Supervisor.
- The Supervisor shall ensure all the information is in the report and file a copy with the Town Accountant's Office.
- The Supervisor shall also file a copy with the HR Department for placement in the employee's personnel file.

### **SPECIAL CIRCUMSTANCES**

This policy is intended to provide a basic framework governing the use of Personal and Municipal Vehicles for the Town of Middleton and such cannot obtain procedures governing every situation that might arise. Employees seeking clarification of this policy should contact the HR Director. Exemptions from certain provision of this policy may be authorized by the Town Administrator, under mitigating circumstances, after review by the Department Head. Such exemptions must be documented and signed off by the employee (see **Attachment A**), approved by the Town Administrator and noted by the HR Director, so as to be placed in the employee's personnel file.

### **EXEMPTIONS**

Exemptions to the vehicle use policy are strictly limited. Exemptions that will increase the liability to the Town of Middleton are not allowed. Issues related to insurance coverage, transportation of individuals unrelated to Municipal business, operating a vehicle without a valid motor vehicle license, are examples of what may not be exempted.

### **DISCIPLINE**

Failure to comply with any and all applicable provisions of this policy may result in disciplinary action up to and including suspension or removal of Town vehicle privileges, suspension and/or termination of employment.

**TOWN OF MIDDLETON VEHICLE USE POLICY  
ATTACHMENT A – EXEMPTION FORM**

Employees seeking an exemption from provisions of the Town of Middleton Vehicle Use Policy must submit this form to Department Head for review, and then to the Town Administrator who may authorize limited exemptions to this policy under documented mitigating circumstances and in accordance with allowed policy exemptions (see Attachment C). This form also gets noted by the Human Resources Director and placed in the employee's file.

Employee Name: \_\_\_\_\_  
First Last M.I.

Department: \_\_\_\_\_ Title: \_\_\_\_\_

List specific policy sections for exemption consideration and indicate why needed (attach additional paper if required):

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Employee Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Department Head

Department Head Approved: YES \_\_\_\_\_ NO \_\_\_\_\_ Initials: \_\_\_\_\_

Human Resources Approved: YES \_\_\_\_\_ NO \_\_\_\_\_ Initials: \_\_\_\_\_

Town Administrator Approved: YES \_\_\_\_\_ NO \_\_\_\_\_ Initials: \_\_\_\_\_

**TOWN OF MIDDLETON VEHICLE USE POLICY  
ATTACHMENT B – ACKNOWLEDGEMENT**

I, \_\_\_\_\_ (print name), as an employee of the Town of Middleton hereby acknowledge that I have received, read, and agree to abide by the Town of Middleton's Vehicle Use Policy.

If assigned a Municipal Vehicle and/or receive a Vehicle Stipend and/or use a Personal Vehicle for work related travel, I shall comply with respective provisions of the policy or those portions of the policy not specifically regulated by law or collective bargaining agreement or individual agreement/contract.

In addition, I authorize the HR Director to obtain or shall provide to the HR Director (out of state residents), on an annual basis for Municipal Vehicle usage or on a case-by-case basis for Personal Vehicle usage, and at no cost to me, a copy of my driving record, which shall only be used in determining my safety record, enabling me to be assigned and/or operate a Municipal Vehicle or to use my Personal Vehicle for work-related travel, should the need be required. In consultation with the appropriate Department Head, the Town Administrator shall make such a determination.

Once assigned, this form will be placed in my personnel file by the HR Director for record purposes.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**TOWN OF MIDDLETON VEHICLE USE POLICY  
ATTACHMENT C**

The following is a guide for the Town Manager/Town Administrator in determining what sections of the Town's *Vehicle Use Policy* may be exempted.

Keep in mind that **Attachment A** of the *Vehicle Use Policy* must be filled out and appropriately signed, approved and placed in the employee's personnel file for an exemption to be fully authorized.

Only the following sections of the *Vehicle Use Policy* may be exempted, if the employee provides an adequate mitigating circumstance(s) that is/are approved by the Town Administrator.

- If the Town Administrator believes that there are extenuating circumstances that require an individual to be assigned a Municipal Vehicle for 24-hour usage, but does not meet the eligibility requirements in this section.
- If a compelling business reason is provided and approved by the Town Administrator that rationalizes why someone would be allowed to commute greater than 25 miles on-way, then it will not be the financial responsibility of the employee to reimburse the Town. However, an exemption to this section does not alleviate the employee from section 5.B.6 (Imputed Income Taxation), which is governed by law and handled by the Town's Treasurer's Office.
- Municipal Vehicles shall only contain items for which the vehicle is assigned. If this section is exempted, companion section 5.C.4.b shall not be exempted. The Town shall not be liable for loss or damage of allowable transported non-work-related items.
- Deals with obtaining fuel from designated Municipal fueling facilities.

Only the above 4 sections of the *Vehicle Use Policy* may be exempted. All other sections of the policy may not be exempted, whether agreed upon by the Town Administrator. Exemptions for individuals with contract agreements with the Town are subject to contract amendments initiated to ensure consistency with application and intent, and subsequently approved by the appropriate appointing authority.

By allowing exemptions from the *Vehicle Use Policy*, the Town Administrator has determined that any of the above exemptions listed on approved **Attachment A** are needed for the employee to perform their responsibilities more effectively or

that the indicated exemptions will not inhibit the employee from further meeting their responsibilities.

## **TOWN OF MIDDLETON VEHICLE USE POLICY**

### **ATTACHMENT D – GUIDELINES FOR ACCEPTABLE DRIVERS**

An acceptable rating to drive a Town vehicle for employees to use personal vehicles for municipal business shall be 1 or 2.

#### **Rating** (based on last 3 years of driving experience)

- (1) **Superior** – no traffic citation or motor vehicle accidents.
- (2) **Good** – no more than 1 moving traffic citation, or 1 motor vehicle accident. (not at fault)
- (3) **Marginal** – no more than 2 moving traffic citations, or 2 motor vehicle accidents (not at fault), or 1 at fault motor vehicle accident.
- (4) **Probationary Status** – anything in excess of marginal rating. A six month watch is indicated and MVR's checked at six month intervals.
- (5) **Unacceptable** – any driver whose MVR shows any one of the following records is not acceptable:
  - Three or more accidents (at fault) in the last three years.
  - One or more Type A violations in the last three years.
  - Any combination of accidents and Type B violations equaling four or more in the last two years.
  - An operator's license that has been suspended or revoked within the last three years.

#### **Type A Violations**

1. Driving while intoxicated.
2. Driving under the influence of drugs.
3. Negligent homicide arising out of the use of a motor vehicle.
4. Operating a motor vehicle during a period of suspension or revocation of an operator's license.
5. Using a motor vehicle for the commission of a felony.
6. Aggravated assault with a motor vehicle.
7. Operating a motor vehicle without the owner's authorization.
8. Permitting an unlicensed person to drive.
9. Reckless driving.
10. Speeding contest.
11. Hit and Run (bodily injury and physical damage) driving.

#### **Type B Violations**

All moving violations not listed as Type A violations.

\*Everyone should fill out **PART A** of this certification. If you made no commutes in employer provided vehicles or if all your commutes are exempt, please place a zero in the blank. Otherwise, list the numbers of non-exempt commutes you have made in employer provided vehicles. Your W-2 will reflect this number multiplied by the appropriate dollar amount.

Because the IRS requirement for reporting on a calendar year, request for vehicle use under this policy should be made to the Select Board by November 30 of the year preceding the necessary action/approval.



# Certification of Employee Motor Vehicle Use

## IRS FORM

### PART A - Usage:

I hereby certify that during the period from January 1, 20\_\_\_\_ to December 31, 20\_\_\_\_  
I used a non-exempt vehicle provided in connection with my employment by the Town of  
Middleton, MA for no more than \_\_\_\_\_ one-way commuting trips.

### PART B – Exemption:

Check one: \_\_\_\_\_ All

\_\_\_\_\_ Some of my continuing use on my employer provided vehicle in  
20\_\_\_\_ was exempt from IRS reporting because of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(\*Refer to IRS Publication Business Use of Car, for authorized exemptions)

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Position: \_\_\_\_\_

Department: \_\_\_\_\_

Signature: \_\_\_\_\_

Signed under pain and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## TOWN OF MIDDLETON OVERNIGHT VEHICLE USE AUTHORIZATION

Driver's Name: \_\_\_\_\_

Driver's License: \_\_\_\_\_ -- \_\_\_\_\_ -- \_\_\_\_\_

Department: \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_

Town Vehicle Plate #: \_\_\_\_\_

Travel Destination: \_\_\_\_\_

Dates of Travel: From \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_

Justification for Overnight Use:

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The vehicle will be parked at the following location(s):

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Check one: Garaged \_\_\_\_\_ Driveway \_\_\_\_\_ Street \_\_\_\_\_

Operator's Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Designee of Select Board: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(One copy to be on file with Town Administrator; second copy to be kept in vehicle at all times)

# Town of Middleton

## Monthly Vehicle Inspection Form

Department: \_\_\_\_\_

Technician: \_\_\_\_\_

Month/Year: \_\_\_\_\_

Vehicle Number/ID: \_\_\_\_\_

Beginning Mileage: \_\_\_\_\_

Ending Mileage: \_\_\_\_\_

Date Submitted: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

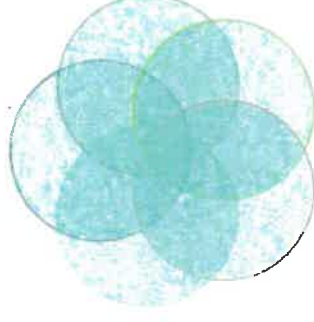
**\*Please note all deficiencies during the vehicle inspection.**

Inspection Points	Satisfactory	Requires Attention	Notes
Visible Body Damage			
Windows, Windshield, Mirrors – Clean, Undamaged			
Head Lights/Bright Lights/Turn Signal Operable			
Tail Lights/Brake Lights/Backup Lights Operable			
Windshield Wipers Operable			
Emergency Flashers/Overhead Lights Operable			
Tires – Wear OK; Check PSI with Gauge			
Obvious or Visible leaks Under or Around Vehicle			
Trunk/Bed Clean of Debris and Trash			
Gauges Functioning			
Interior Locks Functioning			
Radio/Cell Operable			
First Aid Kit, Fire Extinguisher Present and Functional			
Horn Functioning			
Emergency/Parking Brake Operable			
Accident Kit in Vehicle			
Belts/Hoses in Good Condition; No Visible Cracking			
Battery Maintaining Charge and Proper Voltage			
Brake Fluid Level Normal			
Transmission Fluid Level Normal			
Power Steering Fluid Level Normal			
Engine Coolant Level Normal			
Engine Oil Level Normal			
Windshield Washer Fluid Level Normal			
Engine Starts and Vehicle Running Properly			

**Middleton Vehicle Use Handbook**  
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# Town Of Middleton



## Vehicle Use Handbook

Middleton Board of Selectmen

Adopted May 28, 2002

## Application, Scope and Purpose

These Policies and Procedures are adopted to ensure that Town of Middleton vehicles as defined are procured, operated, repaired and maintained in an efficient, economical fashion.

This Policy Manual shall apply to all vehicles owned or leased and operated by the Town of Middleton, whether assigned specifically to one individual or used by more than one authorized employee operator.

### Definitions

Department Head. The individual who, either by election or appointment, is responsible for the administration of a Department, or a person specifically designated by the Department Head in writing, to fulfill the duties and responsibilities of the Department Head.

Commute. A trip between the Employee's personal residence and a work site (whether or not the ordinary workplace) located in the area where the individual normally works even if the individual makes previous or subsequent work stops outside that area.

Domicile travel. The authorized use of a Town of Middleton vehicle to drive between a personal residence and work site on a regular basis.

Waivers. The Town Administrator or his designee may waive strict compliance with

## OVERNIGHT USE AUTHORIZATION

Driver's Name \_\_\_\_\_

Driver's License \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Department \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_

Town Vehicle Plate # \_\_\_\_\_

Travel Destination \_\_\_\_\_

Dates of Travel From \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_

Justification for Overnight Use

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

The vehicle will be parked at the following location(s):

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

Check One: Garaged \_\_\_\_\_ Driveway \_\_\_\_\_  
Street \_\_\_\_\_

Operator's Signature \_\_\_\_\_  
Date \_\_\_\_\_

Designee of Board of Selectmen

Date \_\_\_\_\_

[One copy to be on file with the Town Administrator; the second copy to be in the vehicle at all times.]

these Policies and Procedures in writing, when he determines that:

the non-compliance is minor and does not diminish the intent and purpose of these Policies and Procedures

Failure to return this form by January 10 of the year just ended will affect your income as reported to the IRS for that year.

\*Everyone should fill out PART A of this certification. If you made no commutes in employer-provided vehicles or if all of your commutes are exempt, please place a zero in the blank. Otherwise, list the numbers of non-exempt commutes you have made in employer-provided vehicles. Your W-2 will reflect this number multiplied by the appropriate dollar amount.

The forms printed in this booklet are demonstrative only. Actual forms are available at the Office of the Town Administrator.

Because of the IRS requirement for reporting on a Calendar Year, requests for vehicle use under this policy should be made to the Board of Selectmen by November 30 of the year preceding the necessary action/approval.

**Certification of Employee Motor Vehicle Use**

**IRS Form**

**Part A\* Usage:**

I hereby certify that during the period from January 1, 20\_\_ to December 31, 20\_\_, I used a non exempt vehicle provided in connection with my employment by the Town of Middleton MA for no more than: \_\_\_\_\_ One-way commuting trips.

**Part B-Exemption:**

Check one: \_\_\_\_\_ All \_\_\_\_\_ Some of my continuing use on my employer-provided vehicle in 20\_\_ was exempt from IRS reporting because of \_\_\_\_\_

\_\_\_\_\_  
(Refer to IRS Publication Business use of Car, for authorized exemptions.)

Name \_\_\_\_\_

Home Telephone (\_\_\_\_) \_\_\_\_\_

Social Security # \_\_\_\_\_

Position: \_\_\_\_\_

Department: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

**Signed under pain and penalties of perjury this**

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Overnight Travel**

An employee may be permitted to drive a Town owned vehicle home on a given day, or an extended basis by action of the Town Administrator. Such authorization shall be written and a copy maintained by both the Town Administrator and the designated Employee.

**Domicile Travel**

In limited situations, an employee may be authorized to use a vehicle for Domicile Travel when the nature of the employee's duties requires it. The Board of Selectmen shall make such authorization, in writing.

**IRS Reporting**

Federal law requires employers, including the Town of Middleton, to include "fringe benefit income" on annual W-2 forms submitted to the IRS for each employee. Such fringe benefit income includes an amount reflecting an employee's use of a "employer-provided vehicle" for commuting.

The IRS provides exemptions for use of employer-provided vehicles it defines as "qualified non-personal use vehicles." Two specific exemptions include:

- Law enforcement and fire vehicles; and,
- Vehicles unsuited for personal use (Pick-up trucks and vans are NOT exempt.)

To calculate the value of the use of the employer provided vehicle, The Town of Middleton will determine the amount to be reported based on the then-current IRS publication

## Stolen Vehicles

Stolen vehicles must be reported immediately to the Police Department and Department Head.. The employee reporting the theft shall identify his/her Department head as the person to be contacted with any information concerning the vehicle.

## Misuse of Town Vehicles

The Board of Selectmen may revoke to suspend vehicle privileges of any employee for any of the following violations.

- Failure to use seatbelts
- Using a Town vehicle without authorization
- Using a Town vehicle without permission of the individual to whom the vehicle is assigned.
- Use of a vehicle without a valid driver's license
- Use of a vehicle for other than Town Business
- Unauthorized out-of-state travel
- Use of a vehicle for other than its intended use
- Failure to obey state and local traffic and parking laws and regulations.

If an employee has violated policies governing vehicle usage, the Board of Selectmen will decide the term of the revocation of vehicle privileges.

Misuse of Town Vehicles may subject the Employee to disciplinary action up to, and including termination.

## Preventative Maintenance

Departments are required to ensure that vehicles are repaired and maintained. A Maintenance Log with a record of both scheduled maintenance and repairs is to be maintained for all vehicles owned by the Town of Middleton.

## Vehicle Replacement.

The Town of Middleton will replace vehicles as is necessary due to accident, mechanical failure, depreciation or excessive mileage provided funding is available and it is economically feasible to do so.

## Vehicle Use

Employees operating Town vehicles must possess a valid driver's license.

Town owned vehicles shall only be used by employees to conduct official Town business. At no time may a town owned vehicle be used for personal reasons. Employees may not at any time carry any passenger not connected with the Town business for which the vehicle is being used.

The use of a Town vehicle to commute between work-site and personal residence will only be allowed in those situations outlined in the section on "Overnight Travel/domicile Travel.

## Monthly Mileage Report

Each Department that owns a vehicle must record the vehicle use in the Driver Log for each month.



If an employee has the continued use of a Town vehicle, the Town of Middleton will assume that the employee used the vehicle for two commutes on every day that the individual had overnight travel approval.

The Town will then multiply the number of commutes by the amount calculated under the IRS provisions and the Treasurer will add the resulting figure to the employee's W-2.

### **No Smoking in Town Vehicles**

It is the policy of the Town of Middleton not to allow anyone traveling in a town owned vehicle to smoke.

### **Fueling Vehicles**

Fuel shall be obtained under contracts/policies promulgated by the Town Administrator.

Fuel obtained will be monitored by manager/department heads to minimize the risk of fraud.

Fuel will be obtained for use only to town owned vehicles or in containers for department use in small engines or off-road vehicles.

### **Parking Tickets-Moving Violations**

The Town of Middleton does not pay or reimburse the payment of parking violations or moving violations incurred by employees operating Town vehicles for Town business. These monetary penalties are the personal responsibility of the Town driver.

### **Seat Belts**

Pursuant to State Law, all employees and their passengers must use seat belts when traveling Town vehicles. Individuals observed not wearing seat belts may lose their privilege to drive a Town vehicle.

### **Out of State Travel**

Out-of-State travel in a Town Passenger vehicle is permitted provided there is a written request on file with the Department Head.

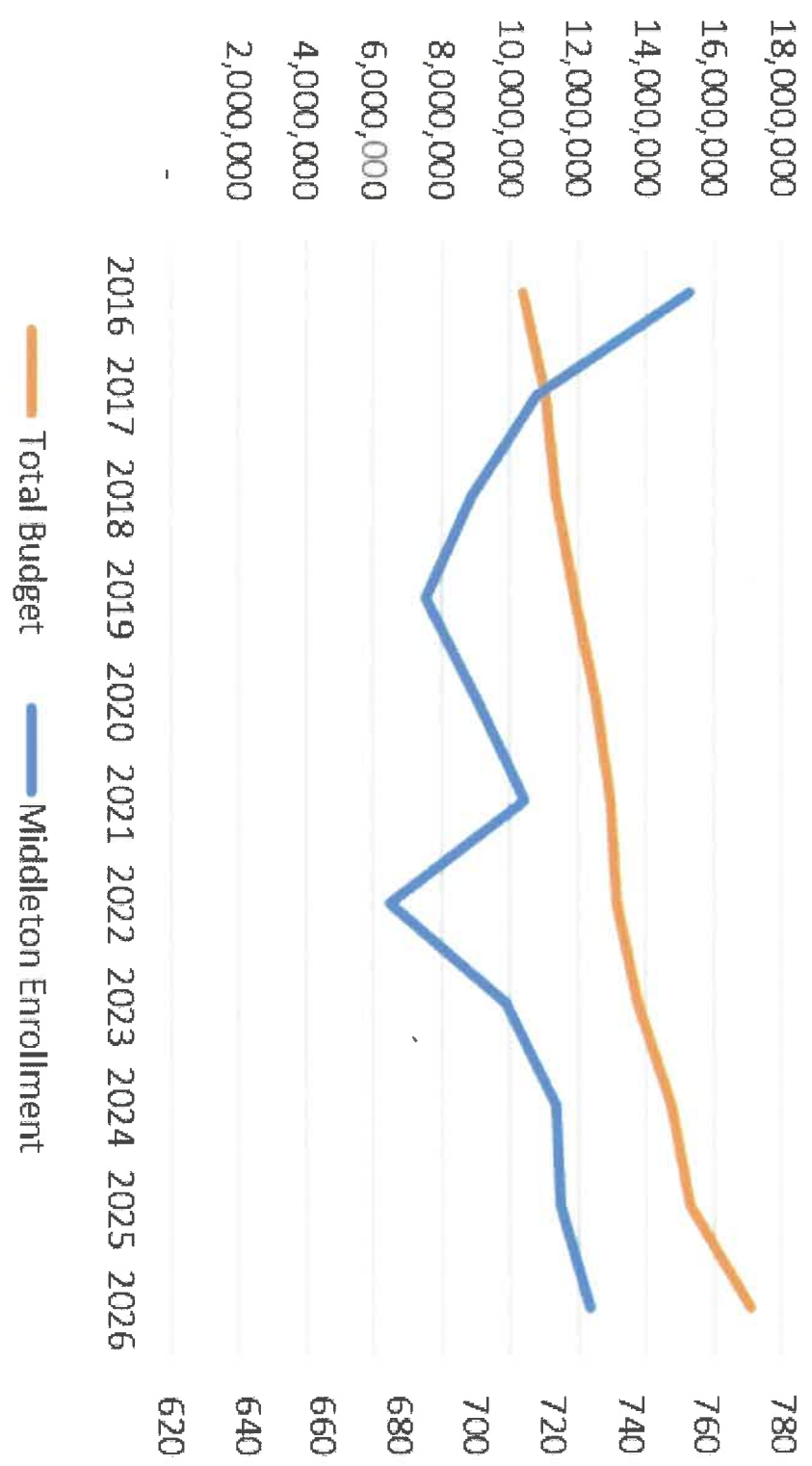
### **Vehicle Accidents**

At the scene of an accident involving a Town vehicle, and employee shall, unless incapacitated due to injury:

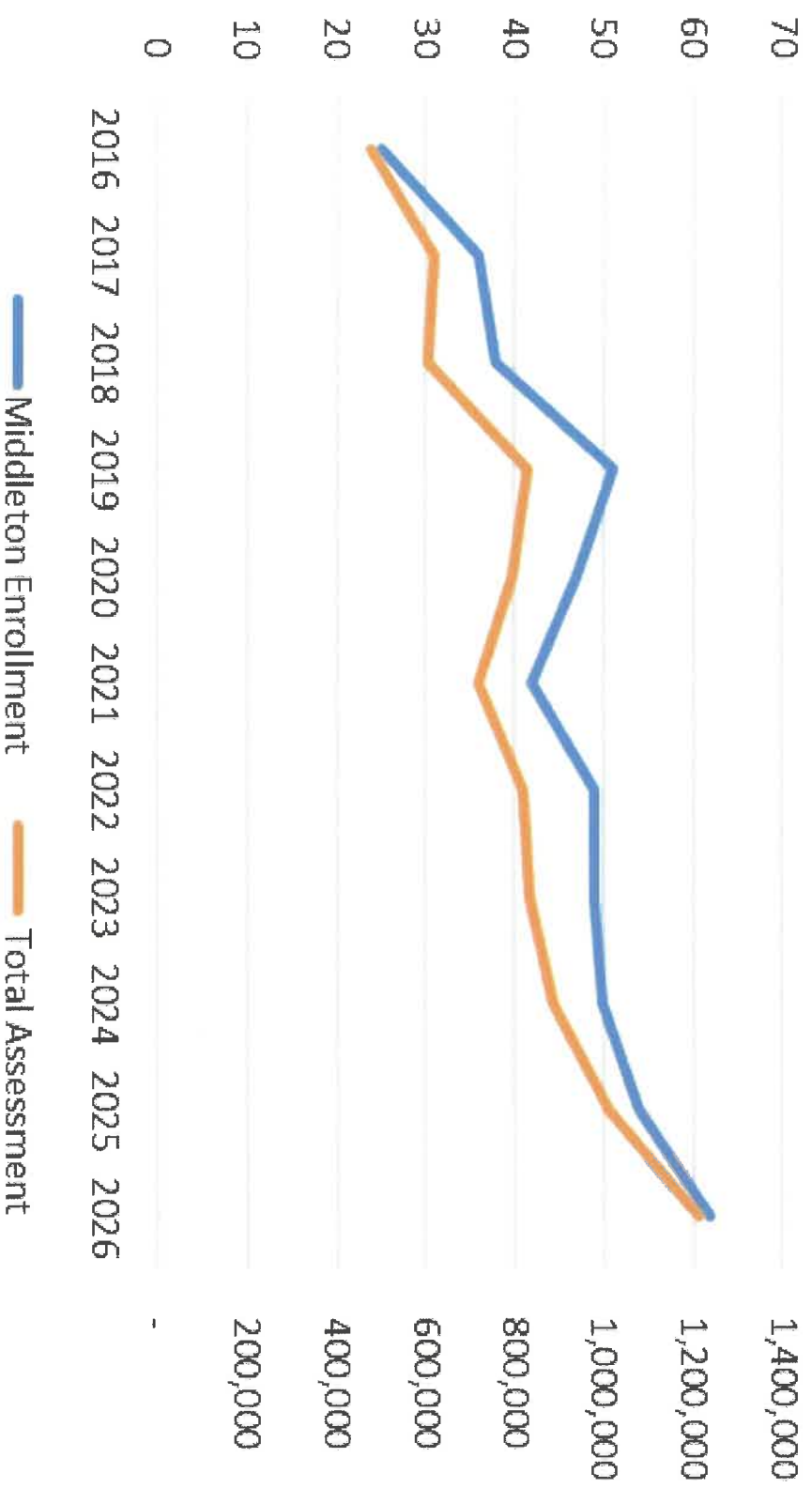
- Call for medical assistance, if necessary
- Notify the Police
- Obtain all information necessary to fully complete an Accident Report

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### Tri-Town 10 Year Analysis



## N.S. Essex Tech 10-Year Analysis



## Masconomet 10-Year Analysis - Consolidated

