

*This meeting is being recorded*

7:00 pm	1.	Discussion with Michelle Aitken, Middleton School Committee Chair, regarding the status of teacher negotiations
7:15 pm	2.	Recommendation and Appointment of Director of Veterans Services; votes may be taken
7:25 pm	4.	Appointment of Full Time Police Officer Samantha Cila (current reserve); votes may be taken
7:30 pm	5.	Joint meeting with the Flint Public Library Board of Trustees – Appointment to fill a vacancy on the Trustees until the 2023 Annual Election; votes may be taken
7:45 pm	6.	Business <ul style="list-style-type: none"> <li>a. Warrants: 2308 and 2309</li> <li>b. Minutes: Open Session minutes: 9/20/22, 10/13/22; Executive Session minutes: 9/20/22 #1, 10/1/22</li> <li>c. Town Administrator Updates and Reports</li> </ul>
8:00 pm	7.	Update on 49 South Main Street/10-18 Boston Street 40B negotiations; votes may be taken
8:10 pm	8.	Public Comment
8:20 pm	9.	Review of October 18, 2022 Special Town Meeting and related follow up; votes may be taken
8:30 pm	10.	Review and discuss intermunicipal agreement with the Towns of Topsfield and Boxford for the expansion of the Public Health Excellence Grant Program; votes may be taken
8:40 pm	11.	Review and vote to accept the following donation; votes may be taken: \$5,000 for the Middleton Food Pantry from Institution for Savings Charitable Foundation
8:50 pm	12.	Updates & Announcements

Work Session: Disposition of Buildings  
Regular Select Board meeting  
Regular Select Board meeting

*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.*

# Kevin Welch

2.

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## Experience

### **Salem Fire Department, Salem, MA**

*Firefighter/Emergency Medical Technician, July 2017 – Present*

- Provide structural fire suppression for the City of Salem
- Deliver emergency medical aid in accordance OEMS Protocols
- Operate both pumping and ladder apparatus

### **New England Center and Home for Veterans, Boston, MA**

*Housing Advocate, July 2016 – July 2017*

- Maintained a caseload of 50 veterans seeking assistance in securing permanent housing
- Accompanied veterans to various housing appointments, including rental unit viewings, lease signings, local housing authority appeals, etc.
- Collaborated with various providers from diverse organizations to streamline care, and case management
- Assessed every veteran entering the Center through the mandatory intake process, with an emphasis on housing, finances, employment, and legal issues
- Assisted veterans in removing barriers to housing by referrals to various programs, and organizations offering legal aid, employment training and placement, mental health and substance abuse counseling, etc.
- Guided veterans through the application processes for various local, state, federal, and nonprofit benefits programs, including The Department of Veterans' Affairs, M.G.L. Chapter 115 benefits, The Red Sox Foundation Home Base Program, the Household Goods Furniture Bank, etc.
- Maintained detailed case files on every veteran through the Efforts to Outcomes (ETO) tracking software

*Peer Support Specialist, September 2015 – July 2016*

- Worked to house, and stabilize 25 chronically homeless veterans as assigned by the City of Boston
- Provided "peer counseling" as a fellow veteran, often acting as a bridge between the veteran and other providers
- Collaborated with Case Management, Mental Health, and Housing staff to assess, and address veterans' barriers, and needs on the path to permanent, sustainable housing
- Made referrals to various governmental, and private veteran aid organizations, including the Department of Veteran Affairs

### **Boston Tea Party Ships and Museum, Boston, MA**

*Lead Actor and Shift Manager, May 2013 – August 2015*

- Trained and directed a staff of 30 actor-historians
- Collaborated with a team of 6 managers to develop and produce a variety of new exhibits and programs
- Oversaw daily museum operations including customer service issues, and emergency procedures

### **United States Marine Corps, Camp Lejeune, NC**

*Corporal—Vehicle Recovery Specialist (3536), Sept 2006 – Sept 2010*

- Trained, mentored, and led a squad of junior Marines
- Extensive experience in mission planning, and execution
- Supervised a motor pool with over \$8MIL in military assets
- Two deployments to Iraq under Operation Iraqi Freedom
- Honorable Discharge

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## Education

### **Revere High School, Revere, MA**

Diploma achieved June 2006

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## Certifications

- Pro Board certified Fire Fighter I/II
- Pro Board certified Operations Level Hazardous Materials First Responder
- Pro Board certified Fire Instructor I
- EMT-Basic Certification from the National Registry of Emergency Medical Technicians



## MIDDLETON POLICE DEPARTMENT

65 N. MAIN STREET

MIDDLETON, MA 01949

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

<http://www.middletonma.gov>

**WILLIAM P. SAMPSON**  
**CHIEF OF POLICE**

October 28, 2022

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

**Re: Letter of recommendation to promote Samantha Cila from a Reserve Police Officer to a Full-time Police Officer**

Dear Town Administrator Sheehan,

I am sending this letter to recommend Samantha Cila for consideration to be promoted from Reserve Middleton Police Officer to Full-time Police Officer. This position is open as a result of a recent termination.

Ms. Cila is a Middleton resident and has completed the Massachusetts State Police Academy's full-time 84<sup>th</sup> RTT and is currently up-to-date with all MPTC in-service training requirements. Ms. Cila worked as a State Trooper for the Massachusetts State Police from January 2019 until April 2022 and holds a Bachelor's Degree in Criminal Justice from Endicott College. Ms. Cila was recently hired as a Reserve Police Officer and is currently still completing her field training.

I believe with Ms. Cila's training and experience in the field of criminal justice that he will be an asset to the Middleton Police Department as our next Full-time Police Officer. I respectfully request that the Select Board appoint Ms. Cila to the position of Full-time Police Officer.

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

Respectfully submitted,

*Chief William P. Sampson*

Chief William P. Sampson  
Middleton Police Department

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## **Procedures for Filling Vacancies on Elected Boards and Commission**

This procedure follows the steps outlined in MGL c. 41, s. 11, Appointment to fill vacancy in town office. C. 41, s. 11 reads:

Section 11. As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.

Within one (1) month of a vacancy the board or commission shall give written notice to the Board of Selectmen;

Selectmen shall post notice of a joint meeting at least one week in advance of the meeting; alternatively the Board of Selectmen and the board or commission shall separately post notices of their meetings at least one week in advance so long as the item is reflected on the agenda of each;

Chair of the Board of Selectmen calls the joint meeting to order or announces the agenda item;

Chair calls for nominations to fill the vacancy;

Chair calls for seconds to nominations;

Chair calls for roll call vote of nominees by the members of the Board of Selectmen and the members of the board or commission;

Chair declares the candidate who receives a majority of votes;

The candidate so chosen shall fill the vacancy until the next annual election.

<b>Part I</b>	ADMINISTRATION OF THE GOVERNMENT
<b>Title VII</b>	CITIES, TOWNS AND DISTRICTS
<b>Chapter 41</b>	OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS
<b>Section 11</b>	APPOINTMENT TO FILL VACANCY IN TOWN OFFICE

Section 11. As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.

## Jackie Bresnahan

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**From:** Jackie Bresnahan  
**Sent:** Thursday, October 27, 2022 4:24 PM  
**To:** Jackie Bresnahan  
**Cc:** Andrew Sheehan; Ilene Twiss  
**Subject:** Library Board of Trustee Opening - Appointment meeting on 11/1

Good afternoon,

Please be advised that there will be a **joint session of the Middleton Select Board and Library Board of Trustees at 7:30 pm on Tuesday, November 1**. The session's purpose is for the boards to jointly deliberate and appoint a new Library Board of Trustee through the May 2023 election. Your letter of interest has been received. Your information is being distributed to all members of both boards in advance, though there is no cutoff deadline for someone to ask to be considered.

Please let me know if you have any questions.

Thank you,

Jackie

**Jackie Bresnahan**  
**Assistant Town Administrator/HR Director**  
**Town of Middleton**  
**48 South Main Street**  
**Middleton, MA 01949**  
**Phone: 978-777-3617**  
**Email: [jackie.bresnahan@middletonma.gov](mailto:jackie.bresnahan@middletonma.gov)**

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## Jackie Bresnahan

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**From:** Ilene Twiss  
**Sent:** Tuesday, October 11, 2022 10:51 AM  
**To:** Andrew Sheehan; Jackie Bresnahan  
**Subject:** FW: Trustee

FYI

IBT

**From:** Loretta Johnson <ljohnson@flintpublib.org>  
**Sent:** Tuesday, October 11, 2022 10:42 AM  
**To:** Maura Buser <maurabuser@gmail.com>; allison321@comcast.net; Maria Paikos-Hantzis <mariapaikos03@comcast.net>; cumming.george@gmail.com; dbambury@pressleyinc.com; erinm210@gmail.com  
**Cc:** jeffreypgarber@gmail.com; Kosta Prentakis <keprentakis@verizon.net>; Ilene Twiss <ilene.twiss@middletonma.gov>  
**Subject:** Re: Trustee

[CAUTION:] This message was sent from outside of the Town of Middleton. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Thank you, Maura! Your request will be taken into consideration by the Boards.

Best,

*Loretta Swift Johnson*

She / Her / Hers

Director

**Flint Public Library**  
1 South Main Street  
Middleton, MA 01949  
978-774-8132  
[www.flintlibrary.org](http://www.flintlibrary.org)

"What lies behind us and what lies before us are tiny matters compared to what lies within us." Ralph Waldo Emerson

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**From:** Maura Buser <[maurabuser@gmail.com](mailto:maurabuser@gmail.com)>  
**Sent:** Monday, October 10, 2022 7:10 PM  
**To:** [allison321@comcast.net](mailto:allison321@comcast.net) <[allison321@comcast.net](mailto:allison321@comcast.net)>; Maria Paikos-Hantzis <[mariapaikos03@comcast.net](mailto:mariapaikos03@comcast.net)>; [cumming.george@gmail.com](mailto:cumming.george@gmail.com) <[cumming.george@gmail.com](mailto:cumming.george@gmail.com)>; [dbambury@pressleyinc.com](mailto:dbambury@pressleyinc.com) <[dbambury@pressleyinc.com](mailto:dbambury@pressleyinc.com)>; [erinm210@gmail.com](mailto:erinm210@gmail.com) <[erinm210@gmail.com](mailto:erinm210@gmail.com)>  
**Cc:** Loretta Johnson <[ljohnson@flintpublib.org](mailto:ljohnson@flintpublib.org)>; [jeffreypgarber@gmail.com](mailto:jeffreypgarber@gmail.com) <[jeffreypgarber@gmail.com](mailto:jeffreypgarber@gmail.com)>; [keprentakis@verizon.net](mailto:keprentakis@verizon.net) <[keprentakis@verizon.net](mailto:keprentakis@verizon.net)>  
**Subject:** Trustee

Good evening,

I hope that this finds you all well and enjoying these beautiful Fall days!

I understand that the town will be moving to appoint a trustee of the Flint Public Library, in light of a position recently being vacated.

As you know, I ran for library trustee in the Spring of this year, winning 44% of the town votes (528). As a member of the community, a parent of 4 children in the school district and a citizen of the town of Middleton looking to be involved with our library, I am requesting that I be considered for this appointment.

Kindly,  
Maura Buser

Sent from [Mail](#) for Windows

Sent from my iPhone



## Jackie Bresnahan

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**From:** Andrew Sheehan  
**Sent:** Tuesday, October 11, 2022 1:42 PM  
**To:** Jackie Bresnahan; Ilene Twiss  
**Subject:** FW: Library Trustee

FYI

**From:** Tim Houten [mailto:houtenlaw@yahoo.com]  
**Sent:** Tuesday, October 11, 2022 12:42 PM  
**To:** Andrew Sheehan <andrew.sheehan@middletonma.gov>  
**Subject:** Library Trustee

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Mr. Sheehan,

I am interested in the open spot for Library Trustee. Please let me know what I have to do.

Thank You

Tim

Timothy P. Houten, Esq.  
180A Liberty Street  
Middleton, MA 01949  
[houtenlaw@yahoo.com](mailto:houtenlaw@yahoo.com)  
978.335.6705

## Jackie Bresnahan

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**From:** Andrew Sheehan  
**Sent:** Wednesday, October 12, 2022 9:35 AM  
**To:** Susan Hathaway; Kosta Prentakis; Ilene Twiss; Loretta Johnson  
**Cc:** Jackie Bresnahan  
**Subject:** RE: consideration for open trustee position

Susan,

Thank you for your letter of interest. I will share it with the Select Board members. We expect to fill the vacancy at a joint session of the boards on 11/1/22, during the regular Select Board meeting. Once we confirm the date we will inform all who express an interest in being appointed.

Andy

**From:** Susan Hathaway [mailto:schmwl02@yahoo.com]  
**Sent:** Tuesday, October 11, 2022 9:48 PM  
**To:** Andrew Sheehan <andrew.sheehan@middletonma.gov>; Kosta Prentakis <keprentakis@verizon.net>; Ilene Twiss <ilene.twiss@middletonma.gov>; Loretta Johnson <ljohnson@flintpublib.org>  
**Subject:** consideration for open trustee position

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To the Selectmen, Library Trustees, Andrew Sheehan, Ilene Twiss, Loretta Johnson

I would like to express my interest in being appointed to the vacancy on the Library Trustee board.

My history with the library extends back many years. I have been an active user for over 25 years. On my son's arrival from Ecuador 23 years ago- he was welcomed into the library family. Many wonderful hours were spent choosing books and even then, Loretta as a young page kept a list of Scooby Doo books that he had read so he would not duplicate his reading and would save the newest releases for him, and Mrs. B volunteered to be in his yet to be produced film as a "fairy princess". We were always welcomed with a smile and wonderful conversation.

As years have gone by, I continue to be active in using this wonderful town resource.

I was a founding catalyst and active participant in the writers group. I have also displayed my artwork, photography and poetry on the library web site and continue as an avid reader. I have participated in library programs and activities.

My family are also members of the Friends of the Flint. I assisted my husband in the cartridge recycle program.

As an aside, I wish to say that my son is a part time janitor at the Flint and am aware that I would need to make a disclosure so as to prevent any appearance of conflict of interest, I have already contacted the Massachusetts Ethics Commission and discussed this with one of the lawyers there.

I would like to say I have also attended several of the library trustee meetings over the past several months and I feel that I have a unique perspective

and that I could add to this board, I would work with the trustees to continue the tradition that makes the library a wonderful and exciting resource for the town. In this role I would hope to continue to support the library and its staff in achieving the goals of the library. I would hope to continue to support its tradition of inclusiveness that I have felt and help the director and staff face the challenges of the twenty-first century.

I would like to have an opportunity to give back to the library, which has been an important part of my family's life here in Middleton.

I would like to be considered for this position as library trustee.  
Please share email with the appropriate individuals.



## Jackie Bresnahan

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**From:** Loretta Johnson <ljohnson@flintpublib.org>  
**Sent:** Thursday, October 27, 2022 9:11 AM  
**To:** Amy Hussey  
**Cc:** Ilene Twiss; Andrew Sheehan; Jackie Bresnahan  
**Subject:** Re: Library Board of Trustees  
**Attachments:** Amy Hussey- Library Trustees.docx

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Thank you, Amy, for your interest in being considered for appointment to the library's Board of Trustees. I am sharing your letter with the town's Administration and Clerk. Please reach out to them with any questions about the process. Thank you, again.

Best,

*Loretta Swift Johnson*

She / Her / Hers

Director

**Flint Public Library**

1 South Main Street

Middleton, MA 01949

978-774-8132

[www.flintlibrary.org](http://www.flintlibrary.org)

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**From:** Amy Hussey <amyburgoyne@hotmail.com>  
**Sent:** Wednesday, October 26, 2022 7:55 PM

**To:** Loretta Johnson <ljohnson@flintpublib.org>

**Subject:** Library Board of Trustees

Hello Loretta,

Please see the attached letter of interest for the Library Board of Trustees vacancy.

Thank you.

Amy Hussey

Amy Hussey  
192 Forest Street  
Middleton, MA 01949  
Telephone 617-548-3878  
[amyburgoyne@hotmail.com](mailto:amyburgoyne@hotmail.com)

October 26, 2022

Loretta Johnson  
Director, Flint Public Library  
1 South Main Street  
Middleton, MA 01949

Dear Loretta,

I am writing to express my interest in joining the Library Board of Trustees. I understand George Cumming has recently stepped down and there is an open position to be filled.

I have enjoyed using the library for the past 19 years that I have been a Middleton resident. The library became especially important to me when we had our daughter 12 years ago. It was not only a place to borrow materials, but more importantly at that time, a place to connect with other residents and find my place in the town I call home.

It was back then that I approached Melissa and asked if another mom and I could run a mini story/song and process art hour for our youngest residents. At that time the story hour was not a fit for the baby/young toddler population. Melissa enthusiastically supported us and was able to give us a small budget of \$50 along with the use of the gorgeous childrens' room each week and Creative Kids was born. This was a wonderful program where many family connections began that continue today and children had a very special early library experience.

It has been exciting to witness the boom in programing and library usership over the past 19 years and I would very much like to be a part of this momentum moving forward.

I am a seasoned elementary school teacher, specializing in visual arts education. One of the aspects of my position I enjoy the most is designing community events that bring people together through art. Additionally, I am an active member of our building leadership team and enjoy working with a variety of teammates focused on the same goal of doing what is best for our students. I believe my professional skills and experience would be an asset to the board of trustees.

I would like to be involved in bringing people together in our town. I believe the library can be the hub of the community- someplace open, welcoming, and of value to all- rich or poor, old or young, popular or isolated. There has been much division over the past several years and I would like to be part of the work to bring people together. I believe being part of the Library Trustees is a great place to start.

I respectfully ask you to consider my request to fill the vacancy on the Library Board of Trustees.

Thank you,

Amy Hussey

# Town of Middleton

## Summary of Weekly Bills Payable and Payroll Warrants Office of the Town Accountant

6 a.

**Warrant Number: 2308** **Warrant Date: October 20, 2022**

### Payroll Warrant Total:

Department	Amount	Detail of Expenses
Board of Health	\$4,471	
COA	\$10,967	
Conservation	\$3,493	
Election	\$0	
Electric Light	\$121,438	\$5,181 Overtime; \$2,450 Call Out; \$48,865 Mutual Aid
Fire	\$80,118	\$20,707 Overtime; \$14,547 Part time
Inspections	\$9,331	
Library	\$20,702	
Memorial Hall	\$40,879	
Planning	\$3,966	
Police	\$66,709	\$5,230 Overtime; \$2,686 Reserves
Police Details	\$28,972	
Public Works	\$36,689	\$0 Snow; \$2,612 Overtime
Recreation	\$0	
Senior Work Off	\$0	
School	\$402,259	
Teacher Balloon Pay	\$0	
Town Officers	\$0	

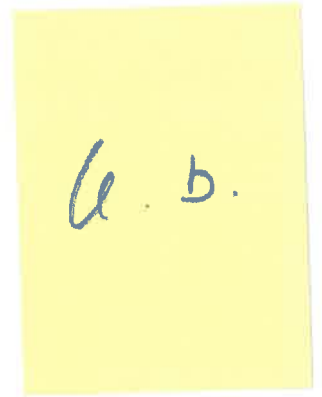
**Bills Payable Warrant Total: \$ 1,317,217**

Department	Amount	Detail of Expenses
All Payroll Deductions	\$96,626	
Administrator	\$16,638	\$7,481 Tri-Town Council Quarterly; \$3,168 Print Warrant Books
Accounting	\$7,681	\$7,100 OPEB Actuarial
Assessor	\$700	Miscellaneous Expenses
Clerk	\$0	
COA	\$1,438	Miscellaneous Expenses
Conservation	\$0	
DPW	\$37,794	\$15,999 Waste Disposal; \$10,198 Street Striping; \$4,545 Fuel
Fire	\$44,496	\$20,766 Equipment Repair; \$9,774 Clothing
Health Director	\$924	Miscellaneous Expenses
Inspections	\$193	Miscellaneous Expenses
IT	\$10,240	Malware Security Upgrade
Library	\$14,889	\$8,357 Purchase Books; \$3,200 Bldg Repair
MELD	\$539,617	\$445,405 Purchase Power
Planning	\$41	Miscellaneous Expenses
Police	\$9,998	\$3,834 Fuel; \$1,230 Details; \$1,038 Electricity
Recreation	\$0	
School	\$394,752	\$201,005 Health Ins. Deduct; \$49,040 Tuition; \$45,885 IT Related \$13,708 Electricity
Treasurer	\$139,155	\$133,031 Health Ins. Deductions
Veterans' Agent	\$2,035	Veterans' Aid



MEETING MINUTES  
**MIDDLETON SELECT BOARD**

Fuller Meadow Elementary School  
143 SOUTH MAIN STREET, MIDDLETON, MA 01949  
TUESDAY, September 20, 2022  
7:00 PM



**This meeting was recorded**

*Present: Chair Kosta Prentakis, Clerk Jeff Garber, Brian Cresta, Rick Kassiotis*

*Absent: Debbie Carbone*

*Others Attending: Assistant Town Administrator/HR Director Jackie Bresnahan*

**7:00 PM** With a quorum, Chair Prentakis called the meeting to order.

**Warrant 2306:** Assistant Town Administrator Jackie Bresnahan provided a brief review of Warrant #2306. She noted that the Town Accountant had reviewed the warrants and requested the Board's approval and requested the Board's approval. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Cresta**, second by **Garber**, the Select Board **VOTED** unanimously to approve the warrants as presented.

**Minutes Approval:** Minutes were reviewed for August 9, 2022 open and executive sessions.

On a **MOTION** made by **Cresta**, second by **Garber**, the Select Board **VOTED** unanimously to approve the minutes as presented.

**Town Administrator's Report:** Assistant Town Administrator Jackie Bresnahan provided the Board with information and updates on the following:

- A reminder that Transfer Station stickers are now available. As we have done the past two years, they are available online or via mail. With early voting, the deadline for tax payments, work on the Memorial Hall ramp, and the usual activity we need to limit foot traffic. Residents have until October 1st to get their new stickers. First stickers are again \$125 and second stickers, bulk, electronic, and recycle stickers are each \$25.
- Thank you to everyone who attended the Food Truck Festival last Saturday, September 10th. The organizers were very pleased with the turnout and will be at the October 4th meeting to present checks to the Council on Aging and Food Pantry.
- We would also like to thank everyone who attended the 9/11 Remembrance last Sunday.

- Last week, Finance Director Sarah Wood closed the books on FY2022. The finance team is now working on the balance sheet so they can submit the Free Cash certification. Free Cash must be certified by the Department of Revenue and cannot be spent until it is certified. We are also beginning to prepare for the tax classification hearing that accompanies the setting of the tax rate. The classification hearing is planned for the Board's November 29th meeting.
- During the first week of October, annual licensing application packets will go out to all licensees overseen by the Select Board. All renewal applications for all license types will be due back to the Town Administrator's office no later than November 15th. We plan to have licensing renewals on the November 29th and December 13th meeting agendas.
- We moved forward last week with the contract for the GLAM study with CAI Technologies, the Town's GIS provider. We anticipate the work to be completed by the end of the calendar year.
- We also moved forward with the contract for the Central St./Washington St Traffic Study as part of the Town's implementation of the Pedestrian Improvement Plan from last year's summit. The consultant will be conducting outreach and stakeholder meetings with the neighborhood and the Howe-Manning community in the coming months.

**Update on 49 South Main Street/10-18 Boston Street 40B negotiations, if necessary; votes may be taken**

- Chair Prentakis provided an update that the developer is meeting with neighbors and abutters to the property and that he is scheduled to meet with the negotiating committee next week.

**Public Comment**

- There were no public comments.

**Review and discuss Fire Chief contract**

- The Board had continued this item from September 6<sup>th</sup>.

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Select Board **VOTED** unanimously to approve the contract with Fire Chief Douglas LeColst.

**Review and discussion on the Water Use Mitigation Program (WUMP)**

- A discussion ensued regarding a water use mitigation program to support the community's water conservation as well as maintain compliance with the Town's Water Withdrawal Permit. The Board members provided detailed feedback on the draft policy. It was determined that revisions would be made and researched based on the discussion and the Board would resume discussions on a new draft at a future meeting.

**Review and discuss inter-municipal agreement (IMA) with the Town of Danvers regarding shared Information Technology services**

- Discussion ensued regarding the IMA between the Town and the Town of Danvers. The Board provided feedback to the Assistant Town Administrator on the agreement and the exhibits. The

Board asked the ATA to bring the edits to Danvers and she agreed to follow up and bring this to the Board at the next available meeting.

**Review recommended appointments to the Cable Advisory Committee with terms through June 30, 2025: Richard Gregorio, John Erickson, Paul Pellicelli**

On a **MOTION** made by **Cresta**, second by **Kassiotis**, the Select Board VOTED unanimously to appoint all three candidates to the Cable Advisory Committee for terms through June 30, 2025.

**Review correspondence from the MBTA Advisory Board and decide whether to appoint a designee**

- The Board discussed the purpose and scope of the Board.

On a **MOTION** made by **Cresta**, second by **Garber**, the Select Board VOTED unanimously to appoint Town Planner Katrina O’Leary as their designee to the MBTA Advisory Board.

**Review and vote to accept a donation to the Middleton Food Pantry for \$500 from Marion Bojas, Julianne Hazard, Jonathan Bojas**

On a **MOTION** made by **Cresta**, second by **Garber**, the Select Board VOTED unanimously to accept with thanks the donation for the Middleton Food Pantry as described.

**8:33 PM Adjourn**

With no further business, the September 20<sup>th</sup> meeting of the Select Board adjourned at 8:33 PM.

Respectfully submitted,

**Jackie Bresnahan**

Jackie Bresnahan, Minutes Secretary

---

Jeff Garber, Select Board Clerk

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

- Agenda: September 20, 2022
- Minutes: August 9, 2022 open and executive sessions
- Warrant #2306
- Draft contract for Chief Douglas LeColst
- Memo and draft policy From the Town Administrator’s Office on Water Use Mitigation Program (WUMP)
- Draft IMA with Town of Danvers for shared IT
- Memo from TA Sheehan regarding Cable Advisory Committee
- MBTA Advisory Board correspondence

- Donation for Middleton Food Pantry

**MEETING MINUTES  
MIDDLETON SELECT BOARD  
OCTOBER 13, 2022**

**Via Zoom**

*Present: Chair Brian Cresta, Tim Houten, Rick Kassiotis, Jeff Garber, Debbie Carbone*

*Others Attending: Town Administrator Andy Sheehan*

4:05PM      Prentakis called the meeting to order.

**Blu Haven Walking Trail Easement**

Sheehan explained that the walking trail easement on the Blu Haven project has already been accepted by the Conservation Commission. The Board needs to approve the acceptance in order for it to be recorded. Cresta asked about maintenance. The Blu Haven homeowners association is responsible for maintenance. The Town, as holder of the easement, has the right to enforce if maintenance is not being performed. After a brief discussion the following vote was made:

**On motion by Cresta seconded by Kassiotis the Board voted to approve the acceptance of the easement. Cresta: yes; Kassiotis: yes; Garber: yes; Carbone: yes; Prentakis: yes.**

**Meeting to Discuss Disposition of Town Property**

Prentakis reminded Board members that they previously agreed to discuss the disposition of surplus properties, namely the Fire Station, Police Station, COA, and Memorial Hall. He asked if the members are available for a work session on November 8 to begin that discussion. All are available and agreed to meet at 4PM at the COA.

4:17PM      Meeting adjourned.

Respectfully submitted,



Andrew J. Sheehan  
Town Administrator

---

Jeffrey P. Garber, Select Board Clerk

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

- Agenda: May 16, 2022
- "Walking Nature Trail Easement", Middleton Living, LLC

**SPECIAL TOWN MEETING  
TUESDAY, OCTOBER 18, 2022  
HOWE MANNING SCHOOL GYMNASIUM  
26 CENTRAL STREET, MIDDLETON, MA 01949**

**RESULT OF VOTES**

1. To Hear Committee Reports Heard report of Solid Waste Advisory Committee
2. Supplement FY23 Operating Budget Approved \$65,000 (Free Cash)
3. Pay Prior Fiscal Year Bills Approved \$4,730.81 (Free Cash)
4. Fund Collective Bargaining Agreements Approved \$32,600 (raise & appropriate)
5. Supplement FY23 Capital Budgets Approved \$56,000 (Free Cash)
6. Transfer to Stabilization and Reserve Funds Approved \$250,000 (Free Cash)
7. Fund 49 South Main Street expenses Approved \$50,000 (Free Cash)
8. Transfer Free Cash for Maple Street Right of Way No action
9. Authorize Acquisition of Right of Way – Maple Street No action
10. Authorize Select Board to Convey Conservation Restriction at 105 South Main Street  
No action; 2023 ATM will also be asked to accept Parcel A from 85 S. Main St.
11. Amend Chapter 56, Town Meetings Approved
12. Adopt G.L. 41, 110A, Office Hours on Saturday Approved
13. Adopt G. L. 44, 55c, Affordable Housing Trust Approved
14. Seek Special Legislation for Additional Liquor Licenses Approved

4/10/89 - 296

#85  
SOUTH MAIN  
STREET  
&  
#12  
LEWIS DRIVE  
Middleton, Massachusetts 01949

PREPARED FOR

JANET  
PARKER

85 South Main Street  
Middleton, Massachusetts 01949

HANCOCK  
ASSOCIATES

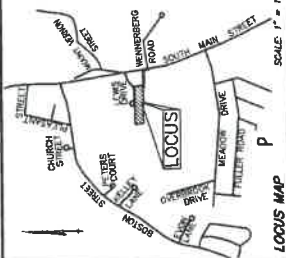
Civil Engineers  
Land Surveyors  
Wetland Scientists

185 Centre Street, Waverley, MA 02453  
Voice (617) 777-7777, Fax (617) 777-7778  
WWW.HANCOCKASSOCIATES.COM

PLAN OF LAND  
IN  
MIDDLETON, MA

DATE: 11/17/11  
DRAWN BY: JMS  
CHECK BY: JMS

PROJECT NO.: 23008



NOTES:

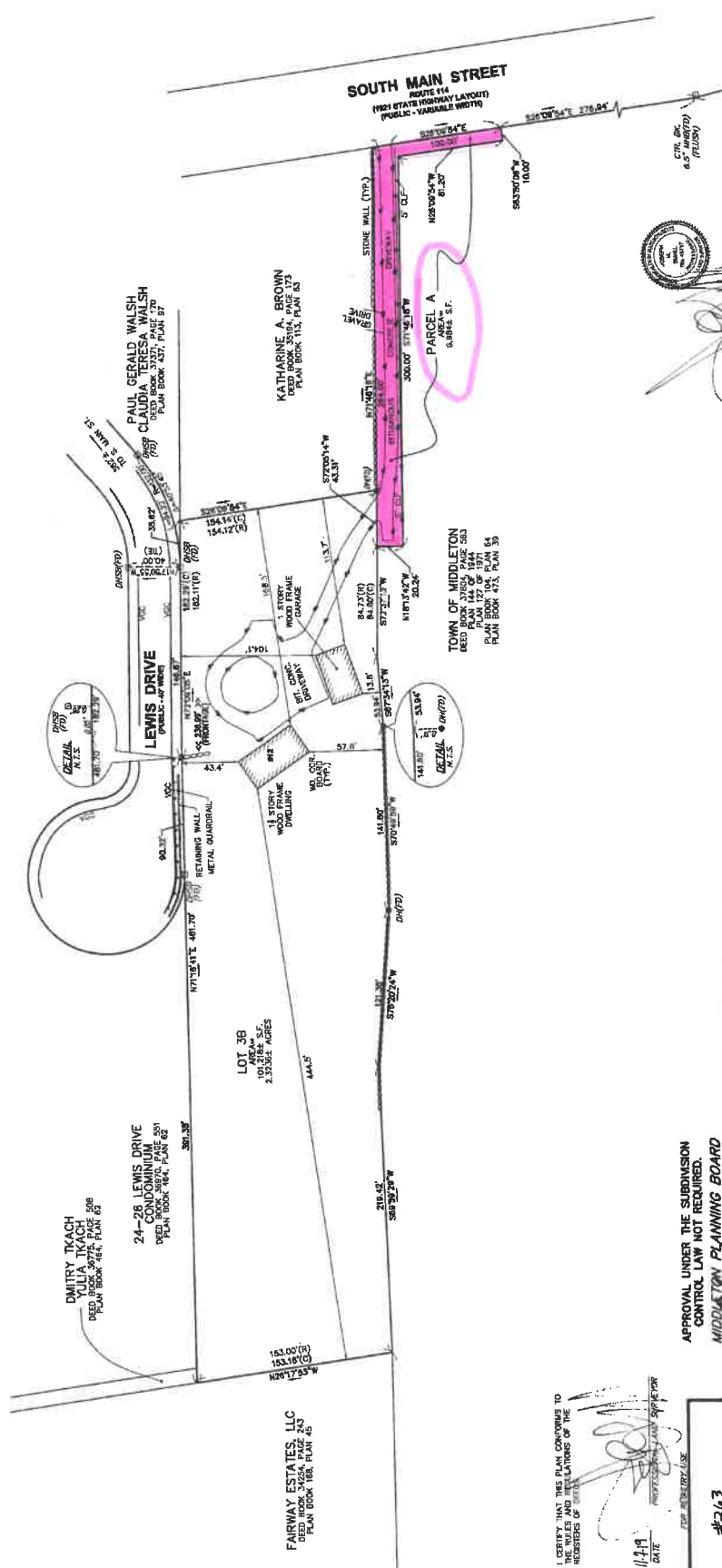
- 1) THIS PLAN IS A REDUCTION OF LAND SHOWN AS LOT 34 ON PLAN IN BOOK 354, PAGE 336.
- 2) LOT 38 AND PARCEL A ARE CURRENTLY OWNED BY JANET B. PARKER.
- 3) PARCEL A AND BY ITSELF IS NOT A BALANCE LOT AND IS TO BE CONVEYED BY ANE PARKER (F.A.A. JANET PARKER) TO THE TOWN OF MIDDLETON, MASSACHUSETTS, FOR THE LAND OF SAME TO FORM ONE CONTIGUOUS LOT.
- 4) BUILDING OFFSETS SHOWN HEREIN ARE TO MEET CORNER BOUND.
- 5) THE DWELLING SHOWN HEREIN IS CURRENTLY OWNED BY ANE PARKER (F.A.A. JANET PARKER). IT IS TO BECOME 12 LEWIS DRIVE.

ASSESSORS: MAP 25, LOT 54

ZONING: R-10

REFERENCES: DEED BOOK 358A, PAGE 3  
DEED BOOK 378A, PAGE 338  
PLAN IN BOOK 378A, PAGE 338  
PLAN BOOK 452, PLAN 9

RECORD OWNER: JANET B. PARKER  
(F.A.A. JANET PARKER)



The Planning Board of the Town of Middleton hereby certifies that the approval of this plan has not been modified, amended or rescinded, nor the plan changed.

MIDDLETON PLANNING BOARD

DATE: 11/15/11

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED.

MIDDLETON PLANNING BOARD

DATE: 11/15/11

I CERTIFY THAT THIS PLAN CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION CONTROL LAW.

DATE: 11/17/11

DATE: 11/17/11

#263

7/26/2012

4/10/89-296





Article 14

**TOWN OF MIDDLETON**  
*Office of the Town Clerk*

**2022 SPECIAL TOWN MEETING**  
October 18, 2022

This is to certify that at a duly called and posted Special Town Meeting of the Town of Middleton held at the Howe Manning School located at 26 Central Street on October 18, 2022, convening at 7:07 PM, at which many more than a quorum of qualified voters were present. The Town of Middleton took the following action on Article 14:

**SEEK SPECIAL LEGISLATION FOR ADDITIONAL LIQUOR LICENSES**

**ARTICLE 14.** On petition of the Select Board, to see if the Town will vote authorize the Select Board to seek special legislation for additional liquor license; and to authorize the Select Board to approve any non-substantive edits of the below special legislation as provided by the Massachusetts General Court or Town Counsel; or take any other action relative thereto.

**SPECIAL LEGISLATION**  
**AN ACT RELATIVE TO THE NUMBER OF ALL ALCOHOLIC BEVERAGE**  
**LICENSES IN THE TOWN OF MIDDLETON.**

Be it enacted by the Senate and the House of Representatives in the General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding the provisions of section seventeen of chapter one hundred and thirty-eight of the General Laws, or any other general or special law or any rule or regulation to the contrary, the licensing authority of the town of Middleton is hereby authorized to issue eight (8) additional licenses for the sale of alcoholic beverages, as follows: two (2) licenses for the sale of all alcoholic beverages to be drunk off the premises; two (2) licenses for the sale of wine and malt beverages to be drunk off the premises; two (2) licenses for wine and malt beverages to be drunk on the premises under the provisions of section twelve of said chapter one hundred and thirty-eight; and two (2) seasonal licenses for the sale of wine and malt beverages. Said licenses shall be subject to all of the provisions of said chapter one hundred and thirty-eight except said section seventeen.

SECTION 2. This act shall take effect upon its passage.

**Purpose:** The purpose of this article will provide the local approval required by the Massachusetts Legislature for the process of attaining more liquor licenses for the Town. This legislation does not require that those licenses be issued and the Select Board and Alcoholic Beverages Control Commission would still require the same application processes used for current licenses. If this article moves forward, the Select Board would then provide a copy of the draft legislation and the Town Meeting approval to the state delegation for filing with their respective bodies.

Under a motion duly made by Brian Cresta and duly seconded by Kosta Prentakis, the following was **VOTED:**

That the Town vote to authorize the Select Board to seek special legislation for additional liquor licenses; and to authorize the Select Board to approve edits of the below special legislation with such edits to be approved after public hearing of the Select Board.

**SPECIAL LEGISLATION**  
**AN ACT RELATIVE TO THE NUMBER OF ALL ALCOHOLIC BEVERAGE**  
**LICENSES IN THE TOWN OF MIDDLETON.**

Be it enacted by the Senate and the House of Representatives in the General Court assembled, and by the authority of the same, as follows:

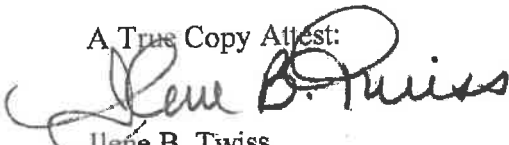
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SECTION 2. This act shall take effect upon its passage.

The motion passed by a very strong majority vote.

October 20, 2022

A True Copy Attest:

  
Ilene B. Twiss  
Town Clerk



10.



The Essex County Tri-Town Health Services Initiative (ECTTHSI) started in May of 2021 with a grant application solicited by the state to begin to align with the Excellence in Public Health Blueprint's recommendations.

Topsfield, as the lead financial community, received the grant award in August. The Health Directors worked with MAPC and the Town Administrators to draft an MOU and proposed job descriptions. In December 2021, the Select Boards of Middleton, Boxford and Topsfield voted to sign the MOU for shared health services for the length of the grant, as extended and/or amended by the state periodically.

Immediately, ECTTHSI contracted with the public health nurse who had been filling the role of Tri-Town Pandemic Response Public Health Nurse for the schools and communities. This transition was completed January 8, 2022, as the funds for CARES and other usable COVID-19 grants were running out. We were able to fill the environmental inspector position in June.

The allowable requirements and costs of the grant have changed significantly since the state initially offered it to the local municipalities, due in part to the pandemic's progress. A better understanding of what is needed to support local public health infrastructure has also created changes including the state grant managers' decision to no longer allow contract employees.

In the continued effort to bring important shared health services to the three communities, the municipalities are working together to support the grant. The Topsfield Select Board voted to approve the addition of the public health nurse as a grant funded employee position under the Topsfield personnel bylaw in August 2022. The Intermunicipal Agreement that is proposed, approved by Topsfield's Select Board on October 17, 2022, and currently before the Middleton and Boxford Select Boards' for approval, will enable the hiring of a grant funded employee position under the Middleton personnel bylaw.

Some of the contributions that have been made by the two new PH Positions:

- Public Health Nurse (PHN)
  - In addition to continuing to working with youth in the school environment, our shared PHN has started to develop and deliver services through our Councils of Aging and Veteran Agents.
  - PHN is working on bringing Tri-town Health Departments into a more visible role with the Tri-Town Council, who works with youth, and are continuing our look into outreach concerning mental health and opioid abuse.

- PHN has provided clinics for flu and COVID vaccinations, providing all types of vaccines and opening them to all eligible ages.
  - Supports existing towns' PHN staff to continue to deliver services.
  - Starting the process of bring innovative public health programs, including senior at-risk initiatives, to the towns' public safety teams.
- Environmental Health Inspector
  - Reviewing existing town food inspection programs and working to bring them into compliance with Federal Food Code Standards program. This includes applications for grants, bringing current inspection software to the health departments, and assisting new vendors with compliance.
  - Working on a volunteer food worker information flier to provide training opportunities to the community.
  - Started uniform procedures across the tri-town for festival food vendor compliance and ensuring food protection at these types of events.
  - Provide support for existing services during heavy periods of public health cyclical workloads, including camp inspections (majority done in May), soil evaluations (can take up to 9 or 10 hours worst case, more often 4 hour average per lot), and food inspections (most require a minimum of 2 inspections per year, not including follow ups or high risk establishments).
- With new shared staff, we ensure better compliance with required statutes and regulations, or recommendations by state policy, including
  - Food Safety Program permitting and inspectional reporting
  - MAVEN disease reporting
  - Pool and Bathing Beach permitting
  - Children's Camps
  - Indoor Ice-Skating Rinks
  - Housing Program compliance
  - Complaints and follow up
  - Grant funding applications
- Established shared inspectional platform for uniform standards and application of the Food Code during food inspections. This supports field inspections via tablet and desktop access for follow up permitting and other actions.
- Secured new capital supplies for local PH service delivery and emergency preparedness, including:
 

<ul style="list-style-type: none"> <li>○ Blood Pressure Cuff</li> <li>○ Stethoscope</li> <li>○ AED machine</li> <li>○ First Aid Kit</li> <li>○ Epinephrine</li> <li>○ Charging Port</li> </ul>	<ul style="list-style-type: none"> <li>○ Chairs</li> <li>○ Ground Tarps</li> <li>○ Tents</li> <li>○ Trailer for Storage and Transport</li> <li>○ LED message board</li> </ul>
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**INTERMUNICIPAL AGREEMENT BETWEEN THE  
TOWNS OF TOPSFIELD, MIDDLETON, AND BOXFORD  
FOR SHARED HEALTH INSPECTOR SERVICES**

THIS AGREEMENT dated as of October 17, 2022 ("Agreement") by and between the **TOWN OF TOPSFIELD**, a Massachusetts municipal corporation, acting by and through its Select Board (hereinafter referred to as "Topsfield"), and the **TOWN OF MIDDLETON**, a Massachusetts municipal corporation, acting by and through its Select Board (hereinafter referred to as "Middleton") and the **TOWN OF BOXFORD**, as a Massachusetts municipal corporation, acting by and through its Select Board (Hereinafter referred to as "Boxford" (collectively, the parties shall hereinafter be referred to as the "Tri Town Municipalities").

WHEREAS, the Tri Town Municipalities of Topsfield, Middleton and Boxford have each determined that it is mutually beneficial to share between them the services and costs of a Health Inspector as more fully described herein;

WHEREAS, Topsfield has received grant funds sufficient to fully fund the payroll costs associated with a Health Inspector;

WHEREAS, Middleton is willing and able to serve as the Lead Party, as set forth below, and to hire and directly employ the Health Inspector contemplated by this Agreement;

WHEREAS, each Tri-Town Municipality has authority to enter into this Agreement pursuant to G.L. c. 40, §4A and has obtained authorization by vote of its Select Board as attested to by certified copies thereof attached hereto in **Appendix A**;

NOW, THEREFORE, the Tri-Town Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

**1. PURPOSE**

The purpose of this Agreement is to establish a contractual relationship between the Municipalities of Middleton and Topsfield for a shared Health Inspector to serve the Tri-Town Municipalities pursuant to the *Memorandum of Understanding for the Establishment and Maintenance of the Essex County Tri-Town Shared Health Initiative dated December 2021*, which is attached hereto in **Appendix B** (the "Tri-Town MOU"), the terms of which are expressly incorporated herein. The Health Inspector shall be employed by Middleton and the position shall be funded in whole with grant funds received by Topsfield through the Commonwealth of Massachusetts Office of Local and Regional Health's Public Health Excellence Grant Program for Shared Services (RFR - 214333) (the "Grant").

It is the intent of the parties that all payroll costs, including benefits, and expenses associated with the Health Inspector be entirely funded through the Grant. The Tri-Town Municipalities shall not be required to incur any costs or expenses beyond those that may be funded with the Grant, and for which Grant funds are available, without an additional written agreement relative thereto.

**2. LEAD PARTY**

A. The Tri-Town Municipalities hereby designate Middleton as the Lead Party.

B. The Lead Party shall:

- i. Employ through its standard personnel practices a Health Inspector. All necessary steps in the hiring process of the Health Inspector and maintenance of related employment records shall be the direct responsibility of the Lead Party, provided, however, all management and employment decisions, including hiring and discipline, shall be made upon mutual agreement of the Tri-Town Municipalities, notwithstanding any provision in the Tri-Town MOU to the contrary.
- ii. Provide all fringe benefits based on position classification to which the Health Inspector is entitled under the Lead Party's (Middleton's) standard personnel practices, though such benefits shall be funded with Grant funds and included in the annual budget provided for under Section 6 of this Agreement;
- iii. Maintain separate, accurate, and comprehensive records of all services performed by the Health Inspector for each Tri-Town Municipality. All bills and payrolls submitted for work performed under this Agreement shall be plainly marked to indicate that the work was done under the authority hereof.
- iv. Bill Topsfield for payroll and fringe benefits quarterly; the last bill not to be greater than three weeks past the end of the fiscal year or termination date of the Grant. Issue a financial report that accounts for payroll and fringe benefits for each fiscal year to Topsfield.

C. Topsfield shall:

- i. Be responsible for all costs and expenses associated with the Health Inspector up to the limit of the Grant funds, including, but not limited to, payroll expenses and the cost of equipment essential to the performance of the Health Inspector's duties and that are eligible expenses payable with Grant funds. Topsfield shall not be responsible for any costs or expenses under this Agreement in excess of the Grant funds available to it.
- ii. Be responsible for Grant management and reporting for the Health Inspector position in accordance with the Grant requirements, as provided for in the Tri-Town MOU.
- iii. Be responsible for notifying the Lead Party of any changes to the Grant status and for filing any grant extensions or renewals available for maintaining the Health Inspector position.

D. The Tri-Town Municipalities agree not to incur any costs or expenses associated with the Health Inspector position in excess or outside the scope of the Grant funds.

**3. SHARED HEALTH INSPECTOR**

- A. The Health Inspector shall perform for each Tri-Town Municipality the duties listed in the job description attached hereto in **Appendix C**. Changes to the job description shall not be made without the approval of the Topsfield, Middleton, and Boxford Health Directors by the Middleton Assistant Town Administrator/HR Director.

- B. The Health Inspector shall provide services for the Tri-Town Municipalities pursuant to the terms of the Tri-Town MOU and management decisions made thereunder. The Health Inspector's staffing schedule, such as office hours, inspections, and availability for inquiries, shall be determined jointly by the Tri-Town Municipalities pursuant to the Annual Workplan provided for under the Tri-Town MOU, and the collaborative process provided for under said Tri-Town MOU. The Tri-Town Municipalities shall meet at reasonable intervals to discuss allotment of time, service requests, and all other management decisions related to the Health Inspector.
- C. Supervision of the Health Inspector shall be provided by the Middleton Public Health Director or his/her designee when the Health Inspector is performing services for Middleton, provided Middleton shall not interfere with Topsfield's obligation to ensure the Health Inspector is performing his/her duties in compliance with the Grant requirements. Operational supervision of duties and responsibilities of the Health Inspector while performing services for Topsfield shall be provided by the Topsfield Health Director or his/her designee. While providing services in or for Topsfield or the Town of Boxford under this Agreement, the Health Inspector shall be deemed to be engaged in the service and employment of the Lead Party, notwithstanding that such service, activity or undertaking is being performed in or for Topsfield or the Town of Boxford. All duties and activities in all Tri-Town Municipalities shall be within the constraints of the Public Health Excellence Grant requirements and the Tri-Town MOU between the municipalities.
- D. An annual performance evaluation of the Health Inspector will be prepared by the Lead Party with input from the Topsfield Health Director and the Boxford Health Director. Any disciplinary action rising to the level of potential suspension or termination of the Health Inspector shall be executed by the Lead Party in accordance with its standard personnel practices, but such decisions shall be made in consultation with and with the consent of the Topsfield Health Director, as the party responsible for the Grant.

#### **4. ALL PARTIES**

- A. Notwithstanding any other provision of this Agreement, each Tri-Town Municipality, at its own cost and expense, shall provide the Health Inspector with the necessary office space and office supplies. If any Tri-Town Municipality elects to provide the Health Inspector with a uniform, such costs shall be borne by the issuing Municipality.
- B. Each Tri-Town Municipality shall supply the Health Inspector with access to complete copies, including supplements and revisions, of its respective personnel contacts and agreements, records and files, supporting documents and by-laws relevant to the position and services being provided.
- C. All files produced by, submitted to, or relating to the services provided by the Health Inspector, including closed and inactive files, records and supporting documents shall be permanently stored at the office of each respective Tri-Town Municipality for or by which the documents were generated.
- D. The Tri-Town Municipalities agree to allow the Health Inspector to use such vacation, sick and personal days and other paid leave as they may be entitled to receive under the standard personnel practices of the Lead Party. No Tri-Town Municipality shall make



any demand on or take any action with respect to the Health Inspector that is in violation of their rights under personnel policies of the Lead Party or under any applicable laws.

- E. Prior to the adoption of the Annual Workplan provided for under the Tri-Town MOU, the Lead Party, with the assistance of the Health Inspector, will prepare a report of the activities of the Health Inspector during the preceding 12-month period.

## **5. TERM /TERMINATION**

- A. The initial term of this Agreement shall be October 17, 2022 through June 30, 2023 (the “Initial Term”). Thereafter, the term of this Agreement shall automatically renew on an annual basis for additional one-year terms (“Extended Terms”), unless sooner terminated or unless either party, by vote of its Select Board, votes to withdraw from the Agreement or the Tri-Town MOU in a manner consistent with the withdrawal process provided for under the Tri-Town MOU. Termination of this Agreement shall be effective 90-days from the date of the withdrawing parties written notice of termination.
- B. In the event that any Tri-Town Municipality votes not to renew this Agreement during either the Initial Term or an Extended Term, the Tri-Town Municipalities shall continue to perform all obligations under this Agreement until the effective date of termination.
- C. Termination or breach of this Agreement shall not relieve any Tri-Town Municipality from any financial obligations that by agreement extends beyond the termination date.
- D. Should Topsfield not receive Grant funding in any fiscal year, this Agreement shall automatically terminate.

## **6. BUDGET AND ASSESSMENTS**

- A. The Lead Party shall establish for each fiscal year the annual operating budget for the provision of shared Health Inspector services (hereinafter “Budget”), which shall not exceed the Grant funds available to Topsfield for such services. The Budget shall include, but not be limited to, the cost of the Health Inspector’s wages, taxes, benefits (retirement contributions, health insurance, life insurance, unemployment compensation, workers compensation, paid time off, etc. based on the positions classification), liability insurance, stipends, recruitment costs, seminars, professional development, dues, cell phone, mileage reimbursement, training costs, and any other costs related to the proper functioning of this Agreement.
- B. Prior to the adoption of the Annual Workplan provided for under the Tri-Town MOU, the Lead Party shall prepare and distribute a report summarizing the costs and budget of the Health Inspector position for the upcoming fiscal year. Such budget shall be subject to approval by the Topsfield Health Director.
- C. Topsfield shall pay all costs and expenses included in the Budget for which Grant funds are available.

## **7. ASSIGNMENT**

No Tri-Town Municipality shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the others.

## **8. CONFLICT RESOLUTION**

The Topsfield Health Director and Middleton Health Director and the Boxford Health Director shall confer periodically to address matters of policy, operations and logistics as may be necessary. The Tri-Town Municipalities may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Tri-Town Municipality and changes to the allocation of the Health Inspector's time. Any recommendations to adjust the Health Inspector's schedule or resolve a conflict must be made by a unanimous vote of the Tri-Town Municipalities and the rights, duties, and obligations provided for under the Tri-Town MOU. The Lead Party of the Health Inspector position shall be charged with communicating any changes, as applicable, to the employee holding the Health Inspector position, based on the joint decision of the Tri-Town Municipalities.

## **9. AMENDMENTS**

Except as otherwise expressly provided herein, this Agreement may be amended only by prior written approval of the Tri-Town Municipalities, with authorization from the respective governing bodies.

## **10. SEVERABILITY AND COMPLIANCE WITH APPLICABLE LAW**

Should any term, portion, or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby. The Tri-Town Municipalities further intend for this Agreement to be modified to comply with any applicable local, state or federal law should it be determined not to be in compliance therewith. In particular, but without limiting the generality of the foregoing, the Tri-Town Municipalities intend for this Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof or change the way in which any party is required to pay its share of assessments. The Tri-Town Municipalities will remain bound hereunder subject to such modified terms.

## **11. NOTICES**

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

**For TOPSFIELD:** Town of Topsfield  
ATTN: Health Director  
8 W Common St  
Topsfield, MA 01983

**For MIDDLETON:** Town of Middleton  
ATTN: Health Director  
48 S Main St  
Middleton, MA 01949

**For BOXFORD:** Town of Boxford  
ATTN: Health Director  
7A Spofford Road  
Boxford, MA 01921

All notices shall also be sent via email on the date mailed.

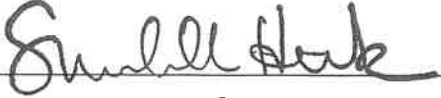
## **12. MISCELLANEOUS PROVISIONS**

- A. **No Waiver of Immunity:** It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by the Tri-Town Municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.
- B. **Entire Understanding:** This Agreement, along with the appendices represents the entire understanding of the Tri-Town Municipalities with respect to the subject matter.
- C. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and venue for any action shall be in the Superior Court of Essex County.
- D. **Binding Effect:** All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of and be enforceable by the respective parties hereto, their successors and assigns.
- E. **Headings:** The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this Agreement.
- F. **Joint Drafting:** Each Tri-Town Municipality acknowledges that it has participated equally in the drafting of this Agreement and that each has or had consulted with legal counsel of its own choosing in entering into this agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and attested by their proper officers hereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

**For the TOWN OF TOPSFIELD**

By its Select Board:



Date: 10-17-22



Date: 10-17-22



Date: 10-17-22

Date:

Date:

**For the TOWN OF MIDDLETON**

By its Select Board:

Date:

Date:

Date:

Date:

Date:

**For the TOWN OF BOXFORD**

By its Select Board:

Date:

Date:

Date:

Date:



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

Oct 22, 2022

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

Re: Middleton Food Bank Donations

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

Thank you,

*Jillian Smith*

Jillian Smith  
COA Director

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

Date: 9/22/22

Name: Institution for Savings Charitable Foundation Inc

Donation: \$5,000.00

Check Number 3914

This donor would like to remain anonymous

Yes

xx No

INSTITUTION FOR SAVINGS

CHARITABLE FOUNDATION INC.

3914

<u>Date</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Amount</u>
9/21/2022	Donation	Donation for food assistance/to go bags program	5,000.00

Amount Due: 5,000.00

W/H Amount: 0.00

Net Amount: 5,000.00

INSTITUTION FOR SAVINGS  
CHARITABLE FOUNDATION INC.  
93 STATE ST  
NEWBURYPORT, MA 01960

INSTITUTION FOR SAVINGS  
NEWBURYPORT, MA 01960

3914

53-7094/211  
0

CHECK NO  
11/11/2022

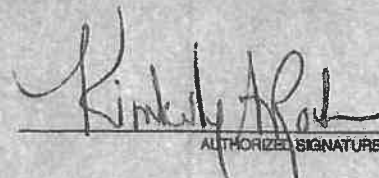
<u>Check Number</u>	<u>Payment Date</u>	<u>Amount</u>
3914	9/22/2022	\$5,000.00

FIVE THOUSAND and 00/100\*\*\*\*\*

Memo: Food assistance

PAY  
TO THE  
ORDER  
OF

Middleton Food Pantry  
PO Box 855  
Middleton, MA 01949

  
AUTHORIZED SIGNATURE

⑈003914⑈ ⑆211370943⑆ ⑈88 020268 4⑈

## **Correspondence and informational materials**



# \*EARLY VOTING\*

For the November 8, 2022 STATE ELECTION will begin on SATURDAY, OCTOBER 22ND. Early Voting will be offered at the Town Clerk's office at Memorial Hall, 48 South Main Street.

SATURDAY -	10/22	–	9:00 AM – 3:00 PM
MONDAY -	10/24	–	8:00 AM – 4:00 PM
TUESDAY -	10/25	–	8:00 AM – 6:00 PM
WEDNESDAY -	10/26	–	8:00 AM – 4:00 PM
THURSDAY -	10/27	–	8:00 AM – 4:00 PM
FRIDAY -	10/28	–	8:00 AM – 1:00 PM
SATURDAY –	10/29	–	9:00 AM – 5:00 PM
MONDAY -	10/31	–	8:00 AM – 4:00 PM
TUESDAY –	11/1	–	8:00 AM – 6:00 PM
WEDNESDAY –	11/2	–	8:00 AM – 4:00 PM
THURSDAY –	11/3	–	8:00 AM – 4:00 PM
FRIDAY –	11/4	–	8:00 AM – 1:00 PM

As always, you are welcome to vote in person at the polls on Election Day, TUESDAY, NOVEMBER 8TH from 7:00 AM - 8:00 PM at the

Fuller Meadow School Gymnasium, 143 South Main Street.

For more information please don't hesitate to contact the Town Clerk's Office with any questions at [townclerk@middletonma.gov](mailto:townclerk@middletonma.gov) or 978-774-6927.

## Andrew Sheehan

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**From:** Ilene Twiss  
**Sent:** Monday, October 24, 2022 3:25 PM  
**To:** Andrew Sheehan; Katrina O'leary; Rich Benevento  
**Subject:** FW: Middleton Board of Appeals Resignation

FYI...Please see below.

Ilene

Ilene B. Twiss  
Town Clerk  
Records Access Officer  
Notary Public/Justice of the Peace  
Memorial Hall  
48 South Main Street  
Middleton, MA 01949  
[ilene.twiss@middletonma.gov](mailto:ilene.twiss@middletonma.gov)  
PH: (978) 774-6927  
FAX: (978) 774-6167

*Please be advised the Office of the Secretary of State for the Commonwealth of Massachusetts has determined that that most emails sent to or from municipal officials are considered to be public records and therefore may be subject to public disclosure.*

**From:** Meghan Walter <meghancwalter@gmail.com>  
**Sent:** Monday, October 24, 2022 3:22 PM  
**To:** Ilene Twiss <ilene.twiss@middletonma.gov>  
**Subject:** Middleton Board of Appeals

[CAUTION:] This message was sent from outside of the Town of Middleton. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Good afternoon Ilene,

Please accept this email as my request to resign from the Middleton Zoning Board of Appeals. After much thought and consideration I don't feel that I can properly provide the time needed to be a successful member of the board. In my own error, I did not factor in the additional training sessions, meetings outside of our monthly meeting etc. that are necessary to be an effective contributing member of the board. The meeting time is a challenge for my family at the moment and I need to take a step back and focus on what Evelyn needs as well. I feel that the town would be better served at this time by a person who has more time to contribute than I do right now.

I sincerely apologize for any challenges this presents. I am thankful to the Selectboard for choosing me to fulfill this position and I hope to be able to revisit again in the future.

Kind regards,  
Meghan Walter



**The Commonwealth of Massachusetts**  
William Francis Galvin, Secretary of the Commonwealth  
Public Records Division

Manza Arthur  
Supervisor of Records

October 24, 2022  
**SPR22/2283**

Ilene Twiss  
Town Clerk  
Town of Middleton  
48 South Main Street  
Middleton, MA 01949

Dear Ms. Twiss:

I have received the petition of Allison Sloan appealing the response of the Town of Middleton (Town) to a request for public records. G. L. c. 66, § 10A; see also 950 C.M.R. 32.08(1). On June 14, 2022, Ms. Sloan requested "all phone, email, texts and notes or written notes and letters, related to the Library Board of Trustees from June 1, 2021 and ongoing," and provided a list of individuals and key search words. On June 17, 2022, Ms. Sloan provided a narrowed request. On July 21, 2022, Ms. Sloan requested "phone, email and texts related to the Middleton Flint Library Board of Trustees from March 15, 2022 through June 15, 2022 for records from" a specifically named individual, including key search words. The Town provided responses on July 20, 2022 and August 2, 2022. Unsatisfied with the Town's responses, Ms. Sloan petitioned this office and this appeal, SPR22/2283, was opened as a result.

***The Public Records Law***

The Public Records Law strongly favors disclosure by creating a presumption that all governmental records are public records. G. L. c. 66, § 10A(d); 950 C.M.R. 32.03(4). "Public records" is broadly defined to include all documentary materials or data, regardless of physical form or characteristics, made or received by any officer or employee of any agency or municipality of the Commonwealth, unless falling within a statutory exemption. G. L. c. 4, § 7(26).

It is the burden of the records custodian to demonstrate the application of an exemption in order to withhold a requested record. G. L. c. 66, § 10(b)(iv); 950 C.M.R. 32.06(3); see also Dist. Att'y for the Norfolk Dist. v. Flatley, 419 Mass. 507, 511 (1995) (custodian has the burden of establishing the applicability of an exemption). To meet the specificity requirement a custodian must not only cite an exemption, but must also state why the exemption applies to the withheld or redacted portion of the responsive record.

If there are any fees associated with a response, a written good faith estimate must be provided. G. L. c. 66, § 10(b)(viii); see also 950 C.M.R. 32.07(2). Once fees are paid, a records custodian must provide the responsive records.

### ***Current Appeal***

In her appeal petition, Ms. Sloan contends that the Town's "responses were incomplete." Specifically, she notes one individual "didn't report any conversations or emails or texts on election issues" and that other individuals "had conversations or emails that were not reported in their responses based on conversations and actions between them at the August 9, 2022 Flint Library Board Meeting."

### ***The Town's Responses***

In its July 20, 2022 and August 2, 2022 responses, the provides numerous responsive records.

### ***Records in Existence; Possession, Custody, or Control***

Please note that the duty to comply with requests for records extends to those records that exist and are in the possession, custody, or control of the custodian of records at the time of the request. See G. L. c. 66, § 10(a)(ii). Additionally, in accordance with the Public Records Law, custodians are expected to use their superior knowledge of the records in their custody to assist requestors in obtaining the desired information. See 950 C.M.R. 32.04(5). However, under the Public Records Law, a public employee is not required to answer questions, or do research, or create documents in response to questions. See G. L. c. 66, § 10(a); 32 Op. Att'y Gen. 157, 165 (May 18, 1977).

In telephone conversations with this office on October 12, and October 17, 2022, the Town explained that it has conferred with all the individuals named in the request, and has confirmed that the Town does not possess any additional responsive records.

### ***Conclusion***

Where the Town confirmed that it does not possess additional records responsive to Ms. Sloan's request, I will now consider this administrative appeal closed. If Ms. Sloan is not satisfied with the resolution of this administrative appeal, please be advised that this office shares jurisdiction with the Superior Court of the Commonwealth. See G. L. c. 66, §§ 10(b)(ix), 10A(c) (pursuing administrative appeal does not limit availability of judicial remedies).

Ilene Twiss  
Page 3  
October 24, 2022

SPR22/2283

Sincerely,

A handwritten signature in cursive script, appearing to read "Manza Arthur".

Manza Arthur  
Supervisor of Records

cc: Allison Sloan



SERVING BOXFORD, MIDDLETON & TOPSFIELD - 20 ENDICOTT ROAD, BOXFORD, MASSACHUSETTS 01921

October 28, 2022

Kevin Harutunian  
Town Administrator  
Town of Topsfield  
Topsfield Town Hall  
8 West Common Street  
Topsfield, MA 01983

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

Matt Coogan  
Town Administrator  
Town of Boxford  
7A Spofford Road  
Boxford Town Hall  
Boxford, MA 01921

Dear Kevin, Andy, and Matt:

Enclosed you will find the Final Resident Student Enrollment Summary as of October 3, 2022 (Certified with DESE) for the Masconomet Regional School District. These numbers will be used to apportion the FY24 Operating Budget to our member Towns as required by the Regional Agreement.

Please share this message with your Board of Selectman, Finance Committee, Treasurer and Accountant respectively.

Sincerely,

Jeff Sands  
Assistant Superintendent of Schools

Enclosure

cc:

Mike Harvey, Superintendent of Schools  
Laurie Zywiak, District Accountant  
Jeannie Gioioso, District Treasurer  
Masconomet Regional District School Committee  
Boxford Board of Selectman  
Boxford Finance Committee  
Boxford Treasurer  
Boxford Accountant  
Topsfield Board of Selectman  
Topsfield Finance Committee  
Topsfield Treasurer  
Topsfield Accountant  
Middleton Board of Selectman  
Middleton Finance Committee  
Middleton Treasurer  
Middleton Accountant

# Masconomet Regional School District

## "Resident" Enrollment Distribution by Town

October 3, 2022\*

### October Resident Enrollments by Town

Town	Oct '12	Oct '13	Oct '14	Oct '15	Oct '16	Oct '17	Oct '18	Oct '19	Oct '20	Oct '21	Oct '22**
Boxford	777	792	768	742	708	692	691	663	622	623	600
Middleton	733	739	706	706	665	641	646	617	604	563	528
Topsfield	577	557	537	521	501	494	482	479	486	492	467
Total	2087	2088	2011	1969	1874	1827	1819	1759	1712	1678	1595

### Assessments Percentages by Town

Town	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY23***	1 YR Change
Boxford	37.23%	37.93%	38.19%	37.68%	37.78%	37.88%	37.99%	37.69%	36.33%	36.73%	37.01%	0.29%
Middleton	35.12%	35.39%	35.11%	35.86%	35.49%	35.08%	35.51%	35.08%	35.28%	34.42%	34.00%	-0.42%
Topsfield	27.65%	26.68%	26.70%	26.46%	26.73%	27.04%	26.50%	27.23%	28.39%	28.85%	28.99%	0.14%

Enrollment percentages that will be used to calculate FY24 Budget Assessments.

\* - Enrollment Data as of October 3, 2022 per DESE Instructions

\*\* - Excludes Non-Resident Faculty Students (2), Non-Resident Choice Students (12), and Non-Resident Tuition In Students (1)

\*\*\* - Calculated in accordance with the 2021 & 2022 ATM (Boxford, Middleton, & Topsfield) approved changes to the Masconomet Regional Agreement