

MIDDLETON SELECT BOARD
MEETING AGENDA
FULLER MEADOW ELEMENTARY SCHOOL
NATHAN MEDIA CENTER
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
TUESDAY, JUNE 13, 2023
6:00 PM

This meeting is being recorded

*This meeting will be a hybrid of in-person and remote via Zoom. To join the meeting remotely, go to:
<https://us02web.zoom.us/j/88446830179?pwd=WHBJbjY0Z01rYmNiREVHRDE5dXRvdz09>*

- 6:00 pm 1. Business
- a. Warrant: 2324
- b. Minutes: May 30, 2023 OS; May 30, 2023 ES
- c. Town Administrator Updates and Reports
- 6:10 pm 2. Public Comment
- 6:20 pm 3. Joint session with the Planning Board to appoint alternate members
- a. 2 seats – 1 year term: Nick Bonugli
- 6:25 pm 4. Update on 49 S. Main St/10-18 Boston St Project, including review of comments for MA Housing Partnership; votes may be taken
- 6:55 pm 5. Year End Financial Items, Sarah Wood, Finance Director/Town Accountant; votes may be taken
- a. Review and Vote to apply Bond Proceeds to Payment of Debt Service on the Bonds for the following capital projects that have been completed:
- i. Fuller Meadow Roof Repairs \$318.74
- ii. DPW Equipment – 1 Ton Truck \$1,434.62
- iii. DPW Equipment – International Dump Truck \$1,423.13
- b. Report on outstanding capital projects/articles
- c. Ambulance Write Offs for FYs 17, 18, 19 and 20
- d. Rescind votes of previously allocated American Rescue Plan Act (ARPA) funds
- 7:05 pm 6. Review following (re)-appointments; votes may be taken (see below)
- 7:15 pm 7. Review and vote on Context Architecture Amendment No. 5 - \$0 (net zero impact amendment)
- 7:25 pm 8. Review and vote on recommendation from Building Committee on Building Commissioning Agent for Municipal Facilities Project; votes may taken
- 7:35 pm 9. Amend Board of Health Fees for Body Art Establishments: votes may be taken
- 7:45 pm 10. Review draft Charter Amendment Bill from House Counsel; votes may be taken

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.

- 7:55 pm 11. Review and vote on Memo of Understanding Renewal for North Shore Regional IT; votes may be taken
- 8:05 pm 12. Review and vote on Declaration of Trust for Affordable Housing Trust; votes may be taken
- 8:10 pm 13. Review and discuss potential IMA with Danvers and North Andover for 336 N. Main development
- 8:15 pm 14. Acceptance of Gifts and Donations
- a. Assistance to Firefighters Grant to the Middleton Fire Department in the amount of \$112,728.57
- 8:20 pm 15. Updates and announcements

Upcoming Meetings:	July 11	Regular Select Board Meeting
	August 8	Regular Select Board Meeting
	September 5 & 19	Regular Select Board Meeting

Committee Reappointments (need to be re-voted for 3 year term date)

- Board of Registrars (1 seats) (3 year term through 2026): Justin Bingham
- Bylaw Review Committee (2 seats) (3 year term through 2026): John Dimino, Jeffrey Garber
- Historical Commission (2 seats) (3 year term through 2026): Sarah George, Anne LeBlanc-Snyder
- Rails to Trails Committee (2 seats) (3 year term through 2026): Richard Gilman, Richard Kassiotis

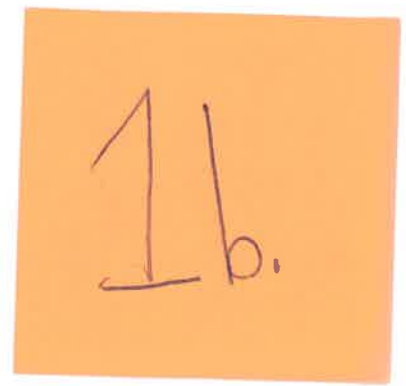
Committee Re-appointments:

- Board of Health (2 seats) (3 year terms through 2026): George Demeritt, Judy Schneider, Laura Vlasuk
- Bylaw Review Committee (1 seat) (Ex-officio 3 year term through 2026): Ilene Twiss
- Cultural Council (1 seat) (3 year term through 2025): Tamara Gaydos
- Municipal Property Tax Relief Committee (1 seat) (3 year term through 2026): Robert Murphy
- Recreation Commission (1 seat) (3 year term through 2026): Michaela Anderson
- Scholarship Committee (1 seat) (3 year term through 2026): Claudia Johnson
- Planning Board (2 seats) (Alternate 1 year term through 2024): Nick Bonugli (Joint appointment with Planning Board)

Staff Re-appointments:

- Jillian Smith, Director, Council on Aging (3 years through 2026)
- Robert Murphy, Custodian of Town Lands (3 years through 2026)
- Leo Cormier, Assistant Health Agent (3 years through 2026)
- James Carbone, Inspector of Wires (3 years through 2026)
- Mark Fialkowski, Inspector of Wires – Alternate (3 years through 2026)
- Michael Donahue, Local Building Inspector (3 years through 2026)
- Peter Sakelakos, Plumbing and Gas Inspector – Alternate (3 years through 2026)
- Paul Pellicelli, Local Cable Television Access Director (3 years through 2026)
- Katrina O'Leary, Town Planner (3 years through 2026)
- Madison Alley, Assistant Treasurer/Collector/Payroll & Benefits Coordinator (3 years through 2026)
- Ilene Twiss, Ethic Commission Liaison (3 years through 2026)
- Ilene Twiss, Municipal Hearing Officer (3 years through 2026)
- Ilene Twiss, Municipal Parking Clerk (3 years through 2026)

MEETING MINUTES
MIDDLETON SELECT BOARD MEETING
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
TUESDAY, MAY 30, 2023 at 6:00 PM



This meeting was recorded and live on Zoom and Cable TV.

Select Board Present: Chair Kosta Prentakis; Brian Cresta; Jeff Garber*;Debbie Carbone; Rick Kassiotis
Others Attending: Interim Town Administrator (ITA) /Human Resource Director Jackie Bresnahan;
Catherine Tinsley, Recording Secretary; and others as noted.

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

6:04 PM With a quorum present, Chair Prentakis called the meeting to order.
Chair Prentakis recognized the Patriot Observances Committee for planning the Memorial Day activities. He also thanked all the candidates and election workers for a smoothly run election and congratulated the winners.

Reorganization: Elect Chair, Clerk; *votes may be taken*

On a **nomination by **Cresta**, seconded by **Carbone**, the Board **voted** unanimously **Jeff Garber** as **Chair** of the Select Board. Mr. Garber accepted the nomination.*

*On a **nomination** by **Carbone**, seconded by **Cresta**, the Board **voted** unanimously **Rick Kassiotis** as **Clerk** of the Select Board. Mr. Kassiotis accepted the nomination.*

Chair Garber held a moment of silence for former Select Board member & Firefighter Bill Mugford who recently passed away.

Business

Warrant Approval 2324: ITA Bresnahan provided a brief overview of **Warrant #2324**.

The Town Accountant/Finance Director has reviewed the warrant and requested the Board's approval.

*On a **motion** made by **Cresta** second by **Carbone** , the Select Board **voted** unanimously to approve **Warrant # 2324** as presented.*

Minutes: May 2, 2023; May 16, 2023

*On a **motion** made by **Cresta**, second by **Prentakis**, the Select Board **voted** unanimously to approve the meeting minutes of **May 2, 2023; May 16, 2023***

Town Administrator Updates and Reports – ITA Bresnahan (Additional information is on the Town Website)

- ITA Bresnahan thanked all who participated in Memorial Day events, services, and activities including the Veterans & residents, Patriotic Observance Committee, Veteran Service Officer, and Public Safety.
- The full list of board/committee openings are on the Town website.

- June 17- Friends of Council on Aging yard sale 105 S Main St. & Chief Wills Day at Emily Maher Park
- Facility Project update video from May 17 is posted on line and there is a new Facility Project page on the town website for weekly updates.
- July 17 from 5 – 7pm there is a meet & greet with Justin Sultzbach at the Flint Public Library.
- June 1 & 2 Ms. Bresnahan is out of the office to attend the MMA Spring Conference.

Member Prentakis suggested department heads get FY end stats in July for review and these be provided to the Board quarterly. It was noted not all departments do quarterly reports but those that do would be included in the Town Administrator report. ITA Bresnahan fielded general questions on the FY end process.

ITA Bresnahan requested two Select Board members be authorized signatories to sign warrants during the summer months for weeks there are no meetings.

*On a **motion** by **Cresta**, seconded by **Carbone**, the Board **voted** unanimously to appoint members Kosta Prentakis and Rick Kassiotis as signatories for the Select Board to sign the warrant the weeks the board is not in session.*

Update on 49 S. Main St/10-18 Boston St Project; votes may be taken

Even though the date has past to submit comments, ITA Bresnahan said she would still accept comments from the public regarding the site eligibility. All comments will be assembled and prepared for submittal to MassHousing by the June 15 deadline.

Cresta voiced his initial concern with the proposed project, regarding the impact the water withdrawal and septic may have, and the increased traffic at this intersection citing existing traffic issues which have been present for years and suggested this may be an opportunity to address those issues; a traffic study would be part of the proposed plan. The Board discussed meeting directly with the developer regarding the design. If this is a friendly 40B the Town has direct negotiations with the Developer regarding an Agreement. Town Counsel has experience with 40B projects and is available to the Board to answer questions.

The Board discussed and agreed a comprehensive discussion with the developer would potentially be beneficial to the town at this stage and to include ie safety, traffic, aesthetics, etc.

The Board will schedule an Executive Session regarding strategy for negotiations at a date to be determined, pending availability of the attendees.

Public Comment

Diane Anderson, 7 Boston Street, thanked the Board for addressing the character of the proposed building for 49 S. Main St/10-18 Boston St and opined this project would set a standard for future projects in town and encouraged the traffic issues be corrected.

Public Hearings

7:02pm *On a **motion** made by **Cresta**, seconded by **Prentakis**, the Board voted unanimously to open the Public Hearing under MGL Chapter 138, Section 15A 702 for 170 N Main St. Application: Mahin Corporation, DBA Dave's Liquors by President Samirkumal Patel, (Manager) for Transfer of License, Pledge of Collateral and Pledge of Inventory of the All Alcohol Package Store currently held by J&JP aikos D/B/A Dave's Liquors.*

Applicant Samirkumal Patel was present with Attorney John Mooradian, Demakis Law Offices, who spoke on the application to transfer the license. Attorney Mooradian stated there were no changes planned to the footprint of the building or hours of operation. An id scanner would be used, and all employees be TIP certified. He Identified Samirkumal Patel was buying the business and his partner was buying the property. The hearing was open for comments/questions.

*On a **motion** made by **Cresta**, seconded by **Kassiotis** the Board **voted** unanimously to approve application of Mahin Corporation, DBA Dave's Liquors by President Samirkumal Patel, (Manager) for Transfer of License, Pledge of Collateral and Pledge of Inventory of the All Alcohol Package Store at 170 N Main Street upon ABCC approval.*

*On a **motion** made by **Prentakis**, second by **Cresta**, the Select Board **voted** unanimously to close the hearing at 7:06pm.*

7:07pm *On a **motion** made by **Cresta**, seconded by **Kassiotis**, the Board **voted** unanimously to open the Flammable & Combustible Public Hearing under MGL Chapter 148, Section 13 for 15 Sharpners Pond Rd: Application to Amend NOMID LLC (formerly licensed via AGP LLC) Flammable & Combustible License to store flammables, combustibles or explosives on land or structures at 15 Sharpners Pond Road, Buildings A-G.*

Attorney Jill Elmstrom Mann was present on behalf of the property owners, NOMID Reality, and accompanied by Mike DiOrio, CEO / President of American Gas, tenant of the Industrial Park. A portion of this property is a part of North Andover, 2350 Turnpike Street; both towns participate in the licensing.

Attorney Elmstrom Mann turned in the affidavits for the Abutters' Notices.

Attorney Elmstrom Mann spoke on the project to install a state of art propane central system by replacing eight 1,000 gallon tanks to a single 10,000 gallon tank. Fire Chief LeColst was present and participated in the discussion. At the request of the Fire Chief and Fire Marshall, the license was amended to increase the amount of flammable material from 52,000 gallons to 63,500 gallons to include the capacity of the trailer used to transport the gas and parked on site; no changes were required to the safety plan.

This also amends the license holder from a tenant to the property owner.

The hearing was open for comments/questions.

*On a **motion** made by **Cresta**, second by **Carbone**, the Select Board **voted** unanimously to approve the amendment of Amendment of NOMID LLC (formerly licensed via AGP LLC) Flammable & Combustible License to store flammables, combustibles or explosives on land or structures at 15 Sharpners Pond Road, Buildings A-G.*

*On a **motion** made by **Prentakis**, second by **Kassiotis**, the Select Board **voted** unanimously to close the hearing at 7:15pm.*

Follow up from Annual Town Meeting on May 9th:

- Review of timeline for discussion on disposition of town lands (Locust St, 65 N. Main, and 40 School St);
votes may be taken

ITA Bresnahan reviewed the Board initiated discussions to dispose or lease town owned properties last November. Since then, town meeting approved the funding for appraisals and engineering services.

It was the consensus of the Board for the ITA to draft a scope of work to solicit quotes for an appraisal.

ITA Bresnahan will schedule this discussion on an upcoming meeting agenda to move forward with appraisal and possible fair market value for Locust Street, 65 North Main Street (police station), 40 School Street, Natsu Way, and the Maple Street property

Review Following (Re) Appointments; votes may be taken

*On a **motion** made by **Prentakis** seconded by **Kassiotis** the Board **voted** unanimously to approve all reappointments listed on the agenda and read by Chair Garber:*

- Affordable Housing Trust (2 seats) (2 year terms through 2025): William Renault; Beth Andres-Beck
- Board of Registrars (1 seat) (3 year term through 2026): Sarah George Board of Registrars (1 seat) (2 year term through 2025): Justin Bingham
- Bylaw Review Committee (2 seats) 1(year term through 2024): John Dimino; Jeffrey Garber; **Garber recused himself from this vote.**
- Conservation Commission (2 seats) (3 year term through 2026): Anthony Pesce; Andrea Nelson
- Council on Aging (3 seats) (3 year term through 2026): Herman Learmand-Criqui; Barbara Sanborn; Ellen Strobel
- Historical Commission (2 seats) (2 year term through 2025): Sarah George; Anne LeBlanc-Snyder
- Patriotic Observances Committee (1 seat) (3 year term through 2026): Robert Wahl
- Rails to Trails Committee (2 seats) (2 year term through 2025): Rick Kassiotis, Richard Gilman; **Kassiotis recused himself from this vote.**
- Zoning Board of Appeals (1 seat) (5 year term through 2028): William Renault
- Zoning Board of Appeals - Alternate (1 seat) (1 year term through 2024): Anne LeBlanc- Snyder

ITA Bresnahan reviewed upcoming appointments for June 13 and reiterated there were open seats on the Cultural Council; Industrial Commercial Design Review Committee; and Scholarship Committee.

Follow up on Central Street/Washington Street Traffic Study; votes may be taken

- Traffic Calming Policy - ITA Bresnahan gave an overview of the traffic study prepared by GPI. One action item from this report for Central Street / Washington Street was a traffic calming policy. Working in conjunction with the Design Review Group, the policy identifies locations in town for traffic calming specifically 300 feet in proximity around the elementary schools. The policy focuses on education, enforcement, and engineering and does not impact public works or emergency vehicles. The cost impact of traffic calming mitigation is being studied and would be included in the FY2025 budget.

Cresta suggested the Board consider implementing speed limit reduction on certain streets; this was approved at a previous annual town meeting. This discussion will be added to a future agenda.

*On a **motion** made by **Prentakis**, second by **Cresta**, the Select Board **voted** unanimously to approve the Traffic Calming Policy.*

Acceptance of Grants and Donations

- \$1,000 from Martha Fucarile for the Middleton Food Pantry

- \$1,000 from Martha Fucarile for the Middleton Council on Aging

*On a **motion** made by Cresta, second by Prentakis, the Select Board **VOTED** unanimously to accept the donations with thanks.*

Updates & Announcements- *There were none.*

Upcoming Meetings:

- | | | | |
|-----------|------------------------------|------------|------------------------------|
| • June 6 | Open Meeting Law Training | • July 11 | Regular Select Board Meeting |
| • June 13 | Regular Select Board Meeting | • August 8 | Regular Select Board Meeting |

7:43 PM Executive Session - *On a **motion** made by Cresta, seconded, Prentakis by the Board voted unanimously by roll call to enter into executive session, and not return to open session, pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining negotiations.*

The Board adjourned from Executive Session at 9:20 pm.

Respectfully submitted by,

Catherine E. Tinsley

Catherine Tinsley, Recording Secretary

Rick Kassiotis, Select Board Clerk

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

1. Agenda: May 30, 2023
2. Warrant #2324: Payroll \$ 853,530; Bills Payable \$731,031; Municipal Facilities Project: \$ 58,920 (warrants 19 & 20)
3. Minutes: May 2, 2023 & May 16, 2023
4. Amended Application NOMID LLC 5.9.2023;
5. Letter from Demakis Law Offices & Transfer Application for Annual All Alcoholic Beverages License of Mahim Corporation d/b/a Dave's Liquors, 170 N. Main Street
6. Traffic Calming Policy Town of Middleton
7. Re Appointment Chart
8. J. Smith, COA Director- 2 Letters of Donation s for Food Pantry /Council on Aging 5.16.2023
9. DCR Notice of Emergency Condition Re. Unsafe condition of Mill Pond Dam 5.19.2023

5a+b.

Organization	Object	Item Description	Original Approved Amount	Available Balance as of 5/9/2023	FY23 YTD Expended	Available Balance as of 6/15/2023	Status Update
Town Wide Projects/Memorial Hall							
24605	580537	TRAMP HOUSE ROOF ATM0621	17,000	17,000	0	17,000	In progress. Drafting procurement
01122258	580531	CHARTER REVIEW SERV ATM0621	15,000	15,000	-	15,000	Charter Review Committee ongoing
01122258	580311	REMEDATE NATSUE WAY 0516 17	165,000	133,915	-980	132,935	In progress for 5 Natsue Way
01122258	580468	MAINTENA GOLF COURSE 5/19 ART3	25,000	17,500	-	17,500	Ongoing projects, signage, maint.
01122258	580470	40 SCHL ST ENV TEST 11/19 ART9	10,000	1,100	-	1,100	environmental testing likely still needed
01122258	580472	105 MAIN ST MAINT 11/19 ART11	5,000	3,747	-	3,747	Ongoing projects, signage, maint.
01122258	580570	DPW SALARY SURVEY ATM0522	10,000	10,000	(4,350)	5,650	in progress
01122258	580579	CLER. WAGE STDY STM1022 ART5	10,000	10,000	-	10,000	in progress
01122258	580582	REDEVEP 49 S MAIN STM1022 ART7	50,000	50,000	-	50,000	former Angelica's in progress
01192258	580529	TOWNWIDE HANDICAP IMPR ATM0621	10,000	10,000	(4,663)	5,337	to be used by end of CY 2023
Facilities Complex							
24605	580538	MUNI COMP COMMON ATM0621	300,000	300,000	0	300,000	Project is currently in design development phase
25955	580542	ARPA EARMARK - TOWN COMMON	200,000	200,000	0	200,000	Project is currently in design development phase
36105	58*	FACILITIES COMPLEX FUNDS (INCLUDING EARMARKS)	61,765,000	61,667,979	-1,368,101	60,299,878	Project is currently in design development phase
Planner							
01122258	580553	PED&TRAF SAFETY IMP ATM0522	20,000	20,000	(13,850)	6,150	The contract with GPI for the Traffic Plan has been fully paid (\$13,850). Add'l funds to be used for don't block the box, crosswalk signs etc.
01122258	580415	BYLAW CONSULTANT 5/18 ART25	50,000	50,000	-	50,000	Procurement issued in May
01175258	580540	BOSTON ST SDWLK STM1121 ART9	33,000	33,000	(1,125)	31,875	We received the final plans from World Tek (now Tighe & Bond) for the Boston Street sidewalk, but we have yet to receive a bill for services.
Assessor							
01141258	580534	CYCLICAL INSPECTIONS ATM0621	10,000	2,340		2,340	Project will continue into FY24; should close out by December
01141258	580575	NEARMAP & PUSHPIN GIS ATM0522	7,740	7,740	(6,500)	1,240	Project will be completed by end of fiscal year
Town Wide IT Items							
01155258	580420	HR SOFTWARE 5/19	14,727	8,900	(1,280)	7,620	Can be closed out
01155258	580491	FIBER OPTIC NETWORK 6/20	100,000	100,000	(94,150)	5,850	to be used before end of Dec 2023
01155258	580524	CYBERSECURITY PROTEC ATM0621	10,000	10,000	-	10,000	to be used before year end
01155258	580527	MUNIS UPGRADE ATM0621	10,000	8,566	-	8,566	A portion can be closed out, some funds to remain for completion of implementation of TCM (document scanning) that was rolled out with the upg
01155258	580541	IT & CYBERSECURITY STM1121 ART11	55,000	45,154	(20,108)	25,046	awaiting final implementation and invoice
01155258	580566	DPW SERVER REPLACEMENT ATM0522	4,000	4,000	-	4,000	to be used before year end
01155258	580568	VMWARE UPGRADE PH2 ATM0522	14,000	14,000	(10,000)	4,000	to be used before year end
01155258	580569	ANTIVIRUS UPGRADE ATM0522	4,800	4,800	-	4,800	to be used before year end

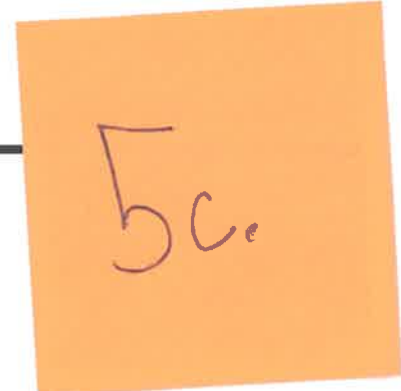
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Organization	Object	Item Description Town Clerk	Original Approved Amount	Available Balance as of 5/9/2023	FY23 YTD Expended	Available Balance as of 6/15/2023	Status Update
24605	580426	DIGITIZE HISTORIC RECORDS 5/19	89,000	236	0	236	This will be incorporated in the next phase of the project.
24605	580489	DIGITIZE HISTORIC RECORDS 6/20	5,000	5,000	0	5,000	I am awaiting a schedule from ImageData as to when they will be ready to complete this phase of the digitizing project.
01161258	580574	ELECTION/POLL EQUIPMENT ATM522	7,200	7,200	(5,485)	1,715	Voting Booths purchased additional poll pads to be purchased
Police Projects/Building							
01210258	580512	PURCH CRUISER RADIOS ATM0621	8,500	2,016	-	2,016	In-progress purchase by end of June
01210258	580513	PURCH RADAR GUNS ATM0621	5,000	1,220	-	1,220	Order placed 5/9/23
01210258	580517	POLICE STATION UPGRADE ATM0621	10,000	2,484	(76)	2,408	Materials ordered early May, work in process week of 5/8/2023, awaiting invoices
01210258	580545	PURCH B.P. VESTS ART 7 ATM0522	2,030	2,030	-	2,030	Grant begins in April - will purchase 2 vests
01210258	580555	PURCH POL CRUISER ATM0522	50,000	50,000	(46,737)	3,263	Purchased, excess used by end of June
01210258	580556	REPL POL AEDS ATM0522	9,000	9,000	(8,403)	597	Purchased, can be closed out
01210258	580558	PURCH RADAR GUN CRUISER ATM522	5,000	5,000	-	5,000	Order placed 5/9/23
Fire Projects/Building							
39005	580520	REPLACE ENGINE 1 ATM 0621	710,000	710,000	-	710,000	New fire truck is currently in production-unknown delivery date
01220258	580543	ADDTNL FUNDS FIRE PUMP ART7 ATM0522	40,000	40,000	-	40,000	New fire truck is currently in production-unknown delivery date
01220258	580519	RADIO/TELE RECORD ATM0621	17,080	2,526	(2,421)	105	Project Complete
01220258	580559	REPLACE MARINE 1 ATM0522	15,000	15,000	-	15,000	Currently exploring purchasing options with local vendors.
01220258	580560	FIRE ALARM MATERIALS ATM0522	15,000	15,000	(11,974)	3,026	Fire Alarm circuit reconfiguration still in process. Project fell behind due to equipment repairs (fire alarm truck).
01220258	580561	ICE RESCUE SLED ATM0522	6,000	6,000	-	6,000	Currently exploring purchasing options with local vendors.
01220258	580562	RADIO EQUIPMENT ATM0522	72,800	72,800	(2,753)	70,047	Order has been placed, however not all equipment has arrived as of yet.
01220258	580563	TRAIN NEW FIREFIGHTER ATM0522	27,303	27,303	(21,158)	6,145	Training for firefighter still ongoing.
Inspectional Services Department							
01241258	580530	DIGITIZE INSP SERV REC ATM0621	45,000	9,642	(5,400)	4,242	Remaining portion to be used with phase 3 funds below
01241258	580571	INSP SERV RECORD DIGIT ATM0522	35,000	35,000	-	35,000	Phase 3 Documents are being sent out next week. The vendor is currently at a six to seven month turn around on the scanning of each phase.

Organization	Object	Item Description	Original Approved Amount	Available Balance as of 5/9/2023	FY23 YTD Expended	Available Balance as of 6/15/2023	Status Update
Elementary School Projects							
01301258	580572	REPL HM SECURITY SYS ATM0522	50,000	50,000	-	50,000	Project has been delayed but is intended over the summer.
01301258	580573	REPL SMART BOARDS ATM 0522	155,000	155,000	(152,256)	2,744	majority of boards have been purchased, remaining funds will be used as needed for additional accessories not anticipated
DPW Projects/195 North Main Street							
24605	580382	E MAHER PARK IMP 5/18 ART 10	45,000	14,758	-	14,758	Still pending
24605	580456	RUBCHINUK PARK IRRIGATION 5/19	24,500	7,904	-	7,904	Can close out 6/30/23
24605	580547	ADD RAIL TRAIL ART11 ATM0522	50,000	50,000	(34,266)	15,734	Still pending
24605	580546	RES HISTORIC MON ART11 ATM0522	25,000	25,000	-5,130	19,870	Work starting week of 5/15/23
25885	585510	ARPA - PUMP STATION UPGRADE	50,000	50,000	(39,578)	10,422	Still pending
25885	585511	ARPA - PEABODY ST BRIDGE	125,000	125,000	-	125,000	Awaiting release of state earmark to proceed.
25885	585512	ARPA - WATER MAIN ESSEX DEBUSH	650,000	650,000	-	650,000	In design and engineering
25885	585513	ARPA - WATER MAIN LIBERTY ST	650,000	650,000	-	650,000	In design and engineering
38045	580309	OAKDALE CEMETERY WORK 0515	63,000	2,798	-	2,798	Close out.
38005	580475	PURCHASE 1 TON TRUCK 6/20	75,000	2,938	(1,504)	1,435	Close out. - SELECT BOARD TO CLOSE OUT (BORROWING)
38005	580476	PURCHASE INTERNATIONAL DUMP TRUCK 6/20	173,000	1,423	-	1,423	Close out. - SELECT BOARD TO CLOSE OUT (BORROWING)
01420258	580462	BRIGADOON TREE/SIDEWALK 5/19	75,000	75,000	-	75,000	Still pending
01420258	580509	DPW BUILDING IMPROVE ATM0621	25,000	4,063	(1,760)	2,303	Close out on 6/30/23
01420258	584004	ATHLETIC FLD MAINT STM 5/15	35,000	1,604	(1,318)	286	Close out on 6/30/23
01420258	580548	REPLACE TRUCK 12 ATM0522	81,700	81,700	(76,572)	5,128	Close out on 6/30/23
01420258	580549	STAND UP LEAF BLOWER ATM0522	13,000	13,000	(12,422)	578	Close out on 6/30/23
01420258	580550	REPLACE TOWN SIGNS ATM0522	20,000	20,000	(10,866)	9,134	Still need Couture field sign.
01420258	580551	ADDITIONAL CH90 ATM0522	100,000	100,000	(69,219)	30,781	Still pending.
Senior Center Projects/Old Town Hall							
24605	580261	OLD TOWN HALL REPAIRS 0513 ART27	22,000	3,472	-	3,472	painting still needed - weather dependant
01541258	580467	COA REFINISH FLOORS 5/19	7,500	2,812	-	2,812	looking to see options for repairing divits in the floor
01541258	580499	MEALS ON WHEELS CAR 6/20	35,500	545	(80)	465	looking how to expand back seat to accommodate a 3rd shuttle passenger
01541258	580535	COA BLD IMPOVEMENTS ATM0621	5,700	902	-	902	anticipated emergency building repair
Library							
01610258	580580	HVAC REPAIRS STM1022 ART5	26,000	26,000	(21,014)	4,986	Project Completed

Jackie Bresnahan

From: Sarah Wood
Sent: Thursday, June 8, 2023 2:30 PM
To: Jackie Bresnahan; Douglas LeColst (Midfire)
Subject: Ambulance Write-Offs for Tuesday
Attachments: Ambulance Receivables Writeoff FY 2023.doc



Good Afternoon,

Attached is the memo regarding the ambulance write-offs. This follows our financial policy and procedures of writing off all uncollectible items greater than 3 years' old.

If there is a specific order the Select Board names need to be in please feel free to change directly.

Sarah Wood
Finance Director/Town Accountant
Town of Middleton
48 South Main Street
Middleton, MA 01949
Office: 978-777-4966
Fax: 978-774-3682
Email: sarah.wood@middletonma.gov

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TOWN OF MIDDLETON
Office of the Finance Director

48 South Main Street
Middleton, MA 01949
Tel: (978) 777-4966
Fax: (978) 774-3682

**Ambulance Receivable Write-Off
June 2023**

We the Select Board of the Town of Middleton authorize the Finance Director/Town Accountant to write off ambulance receivables that we deem as uncollectible for \$303,170.91.

Summary of Activity

Fiscal Year	Net Amount Billed	Remaining Eligible Receivable	% of Remaining Receivable to Net Amount Billed
2017	\$698,927.05	\$45,350.00	6.5%
2018	\$745,562.69	\$40,442.65	5.4%
2019	\$849,835.99	\$137,896.94	16.2%
2020	\$646,026.61	\$79,391.32	12.3%

Select persons:

Jeffrey Garber

Richard W. Kassiotis, Jr.

Kosta E. Prentakis

Brian M. Cresta

Debbie Carbone

ARPA Funding

Total Allocation* **\$3,021,948**

Project	Voted	Allocation	Balance	Notes/Comments
Water infrastructure	1/11/2022	50,000.00		Forest/Upton Hills pump station, looping design
Support public health	1/11/2022	135,000.00		Test kits, supplemental staff
Administrative costs	1/11/2022	50,000.00		Single audits
Peabody St Bridge	3/4/2023	125,000.00		bridge repair; additional state funds
Water Main - Essex-DeBush	3/4/2023	650,000.00		additional balance from water retained earnings
Water Main - Liberty-Liberty	3/4/2023	650,000.00		additional balance from water retained earnings
Rescination of covid test money from Public Health	3/4/2023	(3,373.05)		no longer needed
Rescind balance of public health	TBD	(50,131.99)		no longer needed
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Total		1,606,495	\$1,415,453	Total balance is based on pending vote to r

* Select Board voted on 4/19/22 to claim the entire amount as lost public sector revenue

5d.



AMENDMENT NO. 5 TO CONTRACT

23 May 2023

OWNER	Town of Middleton, Massachusetts
AGREEMENT	Agreement for Architectural Design Services, dated April 5, 2022
PROJECT	Municipal Center
SERVICES	PHASE II - SERVICES ADJUSTMENT

This amendment for Phase II incorporates changes to consultant and CTX services and fees to complete the design. The adjustments are based upon further definition of scope, schedule*, and project requirements as well as the elimination of services no longer required for the work, and the reallocation of those fees to cover overages in expenditures from Phase I from the extended duration and increased costs.

*This Amendment is based on continuous service from the DD Phase through to Project Closeout. If a hiatus is required further adjustments may be needed.

This amendment includes elimination of the following services no longer required:

1. Traffic Study.
2. Environmental Permitting (soil to remain on site)
3. Natural Resources Study (eagle nesting handled separately by Town)
4. Energy Modelling.
5. MassDOT coordination, approval & meetings (incorporated into traffic signalization).

The fees associated with the services above have been reallocated and cover the increased fees and expenses for the additional concept level design studies, value engineering studies, additional schematic design studies and the 4-month extended duration of Phase I.

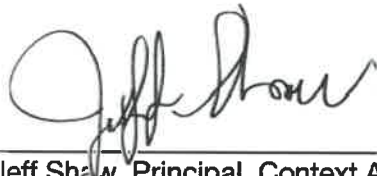
As indicated below, there is no increase proposed in the overall fee.

ORIGINAL CONTRACT:	\$ 4,915,000.00
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AMENDMENT NO.1 FEE	\$	1,663.00	(\$1,512.00 plus 10% mark-up)
AMENDMENT NO.2 FEE	\$	4,620.00	(\$4,200.00 plus 10% mark-up)
AMENDMENT NO.3 FEE	\$	9,790.00	(\$8,900.00 plus 10% mark-up)
AMENDMENT NO.4 FEE	\$	4,400.00	(\$4,000.00 plus 10% mark-up)
AMENDMENT NO.5 FEE	\$	0.00	
NEW CONTRACT AMOUNT:	\$	4,935,473.00	

ARCHITECT



Jeff Shaw, Principal, Context Architecture, Inc.

TOWN OF MIDDLETON

Rick Kassiotis, Clerk, Select Board

File: 2204.00: A/O Contract





Traci Mello, RN, MSN
Public Health Director

Town of Middleton
Board of Health
195 North Main Street
Middleton, Massachusetts 01949
978-777-1869
FAX 978-774-0718
www.middletonhealth.org

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9.

Middleton Select Board
Memorial Hall
48 South Main Street
Middleton, MA 01949
Attn: Jackie Bresnahan

June 7, 2023

Dear Select Board,

Please find attached a copy of the **newly adopted Board of Health regulations** pertaining to Body Art (Tattoos) Establishments and Practitioners.

I respectfully request fees to be assigned to the establishment permit, practitioner and apprentice licenses so we may begin the set-up of the on-line application process.

I recommend the fees as follows: Establishment permit (\$250.00), Practitioner License (\$100.00) and apprentice license (\$50.00).

Thank You in advance,

Traci Mello
Director of Public Health

Chapter
Middleton Board of Health

Regulations for Body Art (Tattoo) Establishments and Practitioners

Section:

1. Authority & Purpose
2. Definitions
3. Exemptions
4. Restrictions
5. Operation of Body Art Establishments
6. Standards of Practice
7. Exposure Incident Report
8. Injury and/or Complication Reports
9. Complaints
10. Application for Body Art Establishment Permit
11. Application for Body Art Practitioner Permit
12. Grounds for Suspension, Denial, Revocation or Refusal to Renew Permit
13. Procedure for Hearings
14. Severability
15. Fine for Violation
16. Non-criminal Disposition
17. Effective Date

1. Authority & Purpose

The purpose of this regulation is to provide minimum requirements to be met by any person performing body art upon any individual and for any establishment where body art is performed. These requirements shall include, but not be limited to, general sanitation of premises wherein body art is to be performed. These rules and regulations are necessary to protect the health, safety and welfare of the public by preventing diseases.

These regulations are promulgated under the authority granted to the Board of Health under Massachusetts General Law 111, Section 31.

2. Definitions

Aftercare means written instructions given to the client, specific to the body art procedure(s) rendered, about caring for the body art and surrounding area, including information about when to seek medical treatment, if necessary.

Applicant means any person who applies to the Board of Health for either a body art establishment permit or practitioner permit.

Bloodborne Pathogens Standard means OSHA Guidelines contained in 20 CFR 1910.1030, entitled "Occupational Exposure to Bloodborne Pathogens."

Board of Health or Board means the Board of Health that has jurisdiction in the community in which a body art establishment is located including the Board or officer having like powers and duties in towns where there is no Board of Health.

Body Art means the practice of physical body adornment by permitted establishments and practitioners using, but not limited to, the following techniques: body piercing, tattooing, cosmetic tattooing, branding, and scarification. This definition does not include practices that are considered medical procedures by the Board of Registration in Medicine, such as implants under the skin, which procedures are prohibited.

Body Art Establishment or Establishment means a location, place, or business that has been granted a permit by the Board, whether public or private, where the practices of body art are performed, whether or not for profit.

Body Art Practitioner or Practitioner means a specifically identified individual who has been granted a permit by the Board to perform body art in an establishment that has been granted a permit by the Board.

Braiding means the cutting of strips of skin of a person, which strips are then to be intertwined with one another and placed onto such person so as to cause or allow the incised and interwoven strips of skin to heal in such intertwined condition.

Branding means inducing a pattern of scar tissue by use of a heated material (usually metal) to the skin, making a serious burn, which eventually becomes a scar.

Cleaning area means the area in a Body Art Establishment used in the sterilization, sanitation or other cleaning of instruments or other equipment used for the practice of body art.

Client means a member of the public who requests a body art procedure at a body art establishment.

Contaminated Waste means waste as defined in 105 CMR 480.000: Storage and Disposal of Infectious or Physically Dangerous Medical or Biological Waste, State Sanitary Code, Chapter VIII and/or 29 Code of Federal Regulation part 1910.1030. This includes any liquid or semi-liquid blood or other potentially infectious material; contaminated items that would release blood or other potentially infectious material in a liquid or semi-liquid state if compressed; items on which there is dried blood or other potentially infectious material and which are capable of releasing these materials during handling; sharps and any wastes containing blood or other potentially infectious materials.

Cosmetic Tattooing, also known as permanent cosmetics, micro pigment implantation or dermal pigmentation, means the implantation of permanent pigment around the eyes, lips and cheeks of the face and hair imitation.

Disinfectant means a product registered as a disinfectant by the U.S. Environmental Protection Agency (EPA).

Disinfection means the destruction of disease-causing microorganisms on inanimate objects or surfaces, thereby rendering these objects safe for use or handling.

Equipment means all machinery, including fixtures, containers, vessels, tools, devices, implements, furniture, display and storage areas, sinks, and all other apparatus and appurtenances used in connection with the operation of a body art establishment.

Exposure means an event whereby there is an eye, mouth or other mucus membrane, non-intact skin or parenteral contact with the blood or bodily fluids of another person or contact of an eye, mouth or other mucous membrane, non-intact skin or parenteral contact with other potentially infectious matter.

Hand Sink means a lavatory equipped with hot and cold running water under pressure, used solely for washing hands, arms, or other portions of the body.

Hot water means water that attains and maintains a temperature 110°-130°F.

Instruments Used for Body Art means hand pieces, needles, needle bars, and other instruments that may come in contact with a client's body or may be exposed to bodily fluids during any body art procedure.

Invasive means entry into the client's body either by incision or insertion of any instruments into or through the skin or mucosa, or by any other means intended to puncture, break, or otherwise compromise the skin or mucosa.

Jewelry means any ornament inserted into a newly pierced area, which must be made of surgical implant-grade stainless steel; solid 14k or 18k white or yellow gold, niobium, titanium or platinum; or a dense, low-porosity plastic, which is free of nicks, scratches, or irregular surfaces and has been properly sterilized prior to use.

Light colored means a light reflectance value of 70 percent or greater.

Minor means any person under the age of eighteen (18) years.

Mobile Body Art Establishment means any trailer, truck, car, van, camper or other motorized or non-motorized vehicle, a shed, tent, movable structure, bar, home or other facility wherein, or concert, fair, party or other event whereat one desires to or actually does conduct body art procedures.

Operator means any person who individually, or jointly or severally with others, owns, or controls an establishment, but is not a body art practitioner.

Permit means Board approval in writing to either (1) operate a body art establishment or (2) as a body art practitioner within a body art establishment. Board approval shall be granted solely for the practice of body art pursuant to these regulations. Said permit is exclusive of the establishment's compliance with other licensing or permitting requirements that may exist within the Board's jurisdiction.

Person means an individual, any form of business or social organization or any other nongovernmental legal entity, including but not limited to corporations, partnerships, limited-liability companies, associations, trusts or unincorporated organizations.

Physician means an individual licensed as a qualified physician by the Board of Registration in Medicine pursuant to MGL c. 112§ 2.

Procedure surface means any surface of an inanimate object that contacts the client's unclothed body during a body art procedure, skin preparation of the area adjacent to and including the body art procedure, or any associated work area which may require sanitizing.

Sanitary means clean and free of agents of infection or disease.

Sanitize means the application of a U.S. EPA registered sanitizer on a cleaned surface in accordance with the label instructions.

Scarification means altering skin texture by cutting the skin and controlling the body's healing process in order to produce wounds, which result in permanently raised wheals or bumps known as keloids.

Sharps means any object, sterile or contaminated, that may intentionally or accidentally cut or penetrate the skin or mucosa, including, but not limited to, needle devices, lancets, scalpel blades, razor blades, and broken glass.

Sharps Container means a puncture-resistant, leak-proof container that can be closed for handling, storage, transportation, and disposal and that is labeled with the International Biohazard Symbol.

Single Use Items means products or items that are intended for one-time, one-person use and are disposed of after use on each client, including, but not limited to, cotton swabs or balls, tissues or paper products, paper or plastic cups, gauze and sanitary coverings, razors, piercing needles, scalpel blades, stencils, ink cups, and protective gloves.

Sterilize means the use of a physical or chemical procedure to destroy all microbial life including highly resistant bacterial endospores.

Tattoo means the indelible mark, figure or decorative design introduced by insertion of dyes or pigments into or under the subcutaneous portion of the skin.

Tattooing means any method of placing ink or other pigment into or under the skin or mucosa by the aid of needles or any other instrument used to puncture the skin, resulting in permanent coloration of the skin or mucosa. This term includes all forms of cosmetic tattooing.

Temporary Body Art Establishment means the same as Mobile Body Art Establishment.

Three dimensional "3D" Body Art or Beading or Implantation means the form of body art consisting of or requiring the placement, injection or insertion of an object, device or other thing made of matters such as steel, titanium, rubber, latex, plastic, glass or other inert materials, beneath the surface of the skin of a person. This term does not include Body Piercing.

Universal Precautions means a set of guidelines and controls, published by the Centers for Disease Control and Prevention (CDC), as "Guidelines for Prevention of Transmission of Human Immunodeficiency Virus (HIV) and Hepatitis B Virus (HBV) to Health-Care and Public-Safety Workers" in Morbidity and Mortality Weekly Report (MMWR), June 23, 1989, Vol. 38 No. S-6, and as "Recommendations for Preventing Transmission of Human Immunodeficiency Virus and Hepatitis B Virus to Patients During Exposure-Prone Invasive Procedures: in MMWR, July 12, 1991, Vol. 40. No. RR-8. This method of infection control requires the employer and the employee to assume that all human blood and specified human body fluids are infectious for HIV, HBV, and other blood pathogens. Precautions include hand washing; gloving; personal protective equipment; injury prevention; and proper handling and disposal of needles, other sharp instruments, and blood and body fluid-contaminated products.

3. Exemptions

(A) Physicians licensed in accordance with M.G.L. c. 112 § 2 who perform body art procedures as part of patient treatment are exempt from these regulations.

4. Restrictions

(A) No branding or scarification shall be performed on any person.

(B) The following practices hereby prohibits: tongue splitting; braiding; three-dimensional body art/beading/implementation; tooth filing/fracturing; cartilage modification; amputation; genital modification; introduction of saline or other liquids.

(C) No tattooing shall be performed on any person under the age of 18.

5. Operation of Body Art Establishments

Unless otherwise ordered or approved by the Board, each body art establishment shall be constructed, operated and maintained to meet the following minimum requirements:

(A) Physical Plant

- (1) Walls, floors, ceilings, and procedure surfaces shall be smooth, durable free of open holes or cracks, light-colored, washable, and in good repair. Walls, floors, and ceilings shall be maintained in a clean condition. All procedure surfaces, including client chairs/benches, shall be of such construction as to be easily cleaned and sanitized after each client.
- (2) Solid partitions or walls extending from floor to ceiling shall separate the establishment's space from any other room used for human habitation, any food establishment or room where food is prepared, any hair salon, any retail sales, or any other such activity that may cause potential contamination of work surfaces.
- (3) The establishment shall take all measures necessary to ensure against the presence or breeding of insects, vermin, and rodents within the establishment.
- (4) Each practitioner shall have a minimum of 45 square feet of floor space. Each establishment shall have an area that may be screened from public view for clients requesting privacy. Multiple body art stations shall be separated by a dividers or partition at a minimum.
- (5) The establishment shall be well ventilated and provided with an artificial light source equivalent to at least 20 foot candles 3 feet off the floor, except that at least 100 foot candles shall be provided at the level where the body art procedure is being performed, where instruments and sharps are assembled and all cleaning areas.

- (6) All electrical outlets in practitioner areas and cleaning areas shall be equipped with approved ground fault (GFCI) protected receptacles.
- (7) A separate, readily accessible hand sink with hot and cold running water under pressure, preferably equipped with wrist or foot-operated controls and supplied with liquid soap, and disposable paper towels stored in fixed dispensers shall be readily accessible within the establishment. Each practitioner shall have a hand sink.
- (8) There shall be a sharps container in each practitioner area and each cleaning area.
- (9) There shall be a minimum of one toilet room containing a toilet and sink. The toilet room shall be provided with toilet paper, liquid hand soap and paper towels stored in a fixed dispenser.
- (10) At least one covered, foot operated waste receptacle shall be provided in each practitioner area and each toilet room. Receptacles in the practitioner area shall be emptied daily. Solid waste shall be stored in covered, leak-proof, rodent-resistant containers and shall be removed from the premises at least weekly.
- (11) At least one janitorial sink shall be provided in each body art establishment for use in cleaning the establishment and proper disposal of non-contaminated liquid wastes in accordance with all applicable Federal, state and local laws. Said sink shall be of adequate size equipped with hot and cold running water under pressure and permit the cleaning of the establishment and any equipment used for cleaning.
- (12) All instruments and supplies shall be stored in clean, dry, and covered containers. Containers shall be kept in a secure area specifically dedicated to the storage of all instruments and supplies.
- (13) The establishment shall have a cleaning area.
- (14) Every cleaning area shall have an instrument sink used exclusively for the cleaning of instruments. Every instrument sink shall be of adequate size and equipped with hot and cold running water under pressure so as to permit the cleaning of instruments used in body art activity.
- (15) The establishment shall have a customer waiting area, exclusive and separate from any workstation, instrument storage area, cleaning area or any other area in the body art establishment used for body art activity.
- (16) No animals of any kind shall be allowed. in a body art establishment except service animals used by persons with disabilities (e.g., Seeing Eye dogs). Fish aquariums shall be allowed in waiting rooms and nonprocedural areas.
- (17) Smoking, eating, or drinking is prohibited in the area where body art is performed, with the exception of non-alcoholic fluids being offered to a client during or after a body art procedure.

(B) Requirements for Single Use Items Including Inks, Dyes and Pigments

- (1) Single-use items shall not be used on more than one client for any reason. After use, all single-use sharps shall be immediately disposed of in approved sharps containers pursuant to 105 CMR 480.000.
- (2) All products applied to the skin, such as but not limited to body art stencils, applicators, gauze and razors, shall be single use and disposable.
- (3) Hollow bore needles or needles with a cannula shall not be reused.
- (4) All inks, dyes, pigments, solid core needles, and equipment shall be specifically manufactured for performing body art procedures and shall be used according to manufacturer's instructions.
- (5) Inks, dyes or pigments may not be mixed. Immediately before a tattoo is applied, the quantity of the dye to be used shall be transferred from the dye bottle and placed into single-use paper cups or plastic cups. Upon completion of the tattoo, these single-use cups or caps and their contents shall be discarded.

(C) Sanitation and Sterilization Measures and Procedures

- (1) If the body art establishment will only use sterile single-use, disposable instruments and products.
- (2) When assembling instruments used for body art procedures, the practitioner shall wear sterile disposable medical gloves and use medically recognized sterile techniques to ensure that the instruments and gloves are not contaminated.

(D) Posting Requirements

The following shall be prominently displayed:

- (1) A Disclosure Statement, a model of which shall be available from the Board. A Disclosure Statement shall also be given to each client, advising him/her of the risks and possible consequences of body art procedures.
- (2) The name, address and phone number of the Board of Health.
- (3) An Emergency Plan, including:
 - (a) a plan for the purpose of contacting police, fire or emergency medical services in the event of an emergency;
 - (b) a telephone in good working order shall be easily available and accessible to all employees and clients during all hours of operation; and
 - (c) a sign at or adjacent to the telephone indicating the correct emergency telephone numbers.
- (4) An occupancy and use permit as issued by the local building official.

(5) A current establishment permit.

(6) Each practitioner's permit.

(E) Establishment Recordkeeping

The establishment shall maintain the following records in a secure place for a minimum of three (3) years, and such records shall be made available to the Board upon request:

- (1) Establishment information, which shall include:
 - (a) establishment name;
 - (b) hours of operation;
 - (c) owner's name and address;
 - (d) a complete description of all body art procedures performed;
 - (e) an inventory of all instruments and body jewelry, all sharps, and all inks used for any and all body art procedures, including names of manufacturers and serial or lot numbers, if applicable. invoices or packing slips shall satisfy this requirement;
 - (f) A Material Safety Data Sheet, when available, for each ink and dye used by the establishment;
 - (g) copies of waste hauler manifests
 - (h) copies of commercial biological monitoring tests
 - (i) exposure Incident Report (kept permanently)
 - (j) a copy of these regulations.
- (2) Employee information, which shall include:
 - (a) full legal names and exact duties;
 - (b) date of birth;
 - (c) home address;
 - (d) home /work phone numbers;
 - (e) identification photograph; (f) dates of employment;
 - (g) Proof that all practitioners have either completed or were offered and declined, in writing, the hepatitis B vaccination series.
 - (h) training records
- (3) Client Information, which shall include:
 - (a) name;
 - (b) age and valid photo identification
 - (c) address of the client;
 - (d) date of the procedure;
 - (e) name of the practitioner who performed the procedure(s);
 - (f) description of procedure(s) performed and the location on the body;
 - (g) a signed consent form

Client information shall be kept confidential at all times.
- (4) Exposure Control Plan

- (a) Each establishment shall create, update, and comply with an Exposure Control Plan. The Plan shall be submitted to the Board for review so as to meet all of the requirements of OSHA regulations, to include, but not limited to, 29 Code of Federal Regulation 1910.1030 OSHA Bloodborne Pathogens Standards et seq, as amended from time to time. A copy of the Plan shall be maintained at the Body Art Establishment at all times and shall be made available to the Board upon request.

(F) No person shall establish or operate a Mobile or Temporary Body Art Establishment.

6. Standards of Practice

Practitioners are required to comply with the following minimum health standards:

(A) A practitioner shall perform all body art procedures in accordance with Universal Precautions set forth by the U.S Centers for Disease Control and Prevention.

(B) A practitioner shall refuse service to any person who may be under the influence of alcohol or drugs.

(C) Health History and Client Informed Consent. Prior to performing a body art procedure on a client, the practitioner shall:

(1) Inform the client, verbally and in writing that the following health conditions may increase health risks associated with receiving a body art procedure:

- (a) history of diabetes;
- (b) history of hemophilia (bleeding);
- (c) history of skin diseases, skin lesions, or skin sensitivities to soaps, disinfectants etc;
- (d) history of allergies or adverse reactions to pigments, dyes, or other sensitivities;
- (e) history of epilepsy, seizures, fainting, or narcolepsy;
- (f) use of medications such as anticoagulants, which thin the blood and/or interfere with blood clotting; and
- (g) any other conditions such as hepatitis or HIV.

(2) Require that the client sign a form confirming that the above information was provided, that the client does not have a condition that prevents them from receiving body art, that the client consents to the performance of the body art procedure and that the client has been given the required aftercare instructions.

(D) A practitioner shall maintain the highest degree of personal cleanliness, conform to best standard hygienic practices, and wear clean clothes when performing body art procedures. Before performing body art procedures, the practitioner must thoroughly wash their hands in hot running water with liquid soap, then rinse hands and dry with disposable paper towels. This shall be done as often as necessary to remove contaminants.

(E) In performing body art procedures, a practitioner shall wear disposable single-use gloves. Gloves shall be changed if they become pierced, torn, or otherwise contaminated by contact

with any unclean surfaces or objects or by contact with a third person. The gloves shall be discarded, at a minimum, after the completion of each procedure on an individual client, and hands shall be washed in accordance with section (E) before the next set of gloves is put on. Under no circumstances shall a single pair of gloves be used on more than one person. The use of disposable single-use gloves does not preclude or substitute for handwashing procedures as part of a good personal hygiene program.

- (F) The skin of the practitioner shall be free of rash or infection. No practitioner affected with boils, infected wounds, open sores, abrasions, weeping dermatological lesions or acute respiratory infection shall work in any area of a body art establishment in any capacity in which there is a likelihood that that person could contaminate body art equipment, supplies, or working surfaces with body substances or pathogenic organisms.
- (G) Any item or instrument used for body art that is contaminated during the procedure shall be discarded and replaced immediately with a new disposable item before the procedure resumes.
- (H) Preparation and care of a client's skin area must comply with the following:
 - a Any skin or mucosa surface to receive a body art procedure shall be free of rash or any visible infection.
 - b Before a body art procedure is performed, the immediate skin area and the areas of skin surrounding where body art procedure is to be placed shall be washed with soap and water or an approved surgical skin preparation. If shaving is necessary, single-use disposable razors or safety razors with single-service blades shall be used. Blades shall be discarded after each use. Following shaving, the skin and surrounding area shall be washed with soap and water. The washing pad shall be discarded after a single use.
 - c In the event of bleeding, all products used to stop the bleeding or to absorb blood shall be single use, and discarded immediately after use in appropriate covered containers, and disposed of in accordance with 105 CMR 480.000.
- (I) Petroleum jellies, soaps, and other products used in the application of stencils shall be dispensed and applied on the area to receive a body art procedure with sterile gauze or other sterile applicator to prevent contamination of the original container and its contents. The applicator or gauze shall be used once and then discarded.
- (J) The practitioner shall provide each client with verbal and written instructions on the aftercare of the body art site. The written instructions shall advise the client:
 - a on the proper cleansing of the area which received the body art;
 - b to consult a health care provider for:
 - i unexpected redness, tenderness or swelling at the site of the body art procedure;
 - ii any rash;
 - iii unexpected drainage at or from the site of the body art procedure;
 - or

- iv a fever within 24 hours of the body art procedure; and
- c of the address, and phone number of the establishment.

A copy shall be provided to the client. A model set of aftercare instructions shall be made available by the Board.

7. Disposal of Waste

- (A) Contaminated waste shall be stored, treated and disposed in accordance with 105 CMR 480.000: Storage and Disposal of Infectious or Physically Dangerous Medical or Biological Waste, State Sanitary Code, Chapter VIII.
- (B) Proper disposal of hazardous and biological waste is mandatory. All used needles must be stored in medical-grade sharps containers and disposed of by a professional environmental company licensed by the state.
- (C) Uncontaminated disposable waste shall be placed in easily cleanable, sealed containers, with tight lids, to prevent leakage.
- (D) Waste containers shall be kept closed when not in use.

8. Exposure Incident Report

An Exposure Incident Report shall be completed by the close of the business day during which an exposure has or might have taken place by the involved or knowledgeable body art practitioner for every exposure incident occurring in the conduct of any body art activity.

Each Exposure Incident Report shall contain:

- (1) A copy of the application and consent form for body art activity completed by any client or minor client involved in the exposure incident;
- (2) A full description of the exposure incident, including the portion of the body involved therein;
- (3) Instrument(s) or other equipment implicated;
- (4) Date and time of exposure; and
- (5) Information regarding any recommendation to refer to a physician or waiver to consult a physician by persons involved.

9. Injury and/or Complication Reports

A written report of any injury, infection complication or disease as a result of a body art procedure, or complaint of injury, infection complication or disease, shall be forwarded by the operator to the Board which issued the permit, with a copy to the injured client within five working days of its occurrence or knowledge thereof. The report shall include:

- (A) the name of the affected client;
- (B) the name and location of the body art establishment involved;
- (C) the nature of the injury, infection complication or disease;
- (D) the name and address of the affected client's health care provider, if any;
- (E) any other information considered relevant to the situation.

10. Complaints

(A) The Board shall investigate complaints received about an establishment or practitioner's practices or acts, which may violate any provision of the Board's regulations.

(B) If the Board finds that an investigation is not required because the alleged act or practice is not in violation of the Board's regulations, then the Board shall notify the complainant of this finding and the reasons on which it is based.

(C) If the Board finds that an investigation is required, because the alleged act or practice may be in violation of the Board's regulations, the Board shall investigate and if a finding is made that the act or practice is in violation of the Board's regulations, then the Board shall apply whatever enforcement action is appropriate to remedy the situation and shall notify the complainant of its action in this manner.

11. Application for Body Art Establishment Permit

(A) No person may operate a body art establishment except with a valid permit from the Board.

(B) Applications for a permit shall be made on forms prescribed by and available from the Board. An applicant shall submit all information required by the form and accompanying instructions. The term "application" as used herein shall include the original and renewal applications.

(C) An establishment permit shall be valid from the date of issuance and for no longer than one year unless revoked sooner by the Board.

(D) The Board shall require that the applicant provide, at a minimum, the following information in order to be issued an establishment permit:

- (1) Name, address, and telephone number of:
 - (a) the body art establishment;
 - (b) the operator of the establishment; and
 - (c) the body art practitioner(s) working at the establishment;
- (2) A signed and dated acknowledgement that the applicant has received, read and understood the requirements of the Board's body art regulations;
- (3) A drawing of the floor plan of the proposed establishment to scale for a plan review by the Board, as part of the permit application process; and,
- (4) Exposure Control Plan

- (5) Such additional information as the Board may reasonably require.
- (E) Annual fee for the Body Art Establishment Permit shall be determined by the current approved fee schedule.
- (F) A permit for a body art establishment shall not be transferable from one place or person to another.
- (G) The Board or its agent shall conduct one or more preoperational inspections to verify that the establishment is constructed and equipped in accordance with the approved plans and has established standard operating procedures in compliance with this regulation.
- (H) Proof that all practitioners have either completed or were offered and declined, in writing, the Hepatitis B vaccine series. The employer will incur the cost of vaccine and administration.

12. Application for Body Art Practitioner Permit

- (A) No person shall practice body art or perform any body art procedure without first obtaining a practitioner permit from the Board.
- (B) Annual fee for Body Art Practitioners permit shall be determined by the current approved fee schedule.
- (C) A practitioner shall be a minimum of 18 years of age.
- (D) A practitioner permit shall be valid from the date of issuance and for no longer than one year unless revoked sooner by the Board.
- (E) Application for a practitioner permit shall include:
 - (1) copy of driver's, state issued ID, passport, or other government photo ID.
 - (2) name;
 - (3) date of birth;
 - (4) residence address;
 - (5) mailing address;
 - (6) phone number;
 - (7) place(s) of employment as a practitioner; and
 - (8) training and/or experience as set out in (F) below.

(F) Practitioner Training and Experience

- (1) In reviewing an application for a practitioner permit, the Board may consider experience, training and/or certification acquired in other states that regulate body art.

- (2) Apprentices must provide, the following:
- (a) A letter from a licensed body art practitioner (including a copy of that artist's license) stating that you will be practicing under that artist's supervision
 - (b) For individuals providing microblading, permanent cosmetics, micropigmentation, certification indicating completion of a 100-hour course accredited by the American Academy of Micropigmentation (AAM) or the Society of Permanent Cosmetic Professions (SPCP) including hands-on practice of at least 3 complete procedures (two eyebrows is a single procedure) on living clients
- (3) Applicants must provide, the following:
- (a) Practitioner license(s) issued by other state / city showing licensed practice as a body artist for 1 year or more
 - (b) Signed letter from a licensed body art practitioner (including a copy of that artist's license) stating that the applicant has satisfactorily completed an apprenticeship under the artist's supervision equivalent to at least one year of full time employment (1,800 hours) in a permitted Body Art Establishment including supervised practice on at least 100 clients.
 - (c) For individuals providing microblading, permanent cosmetics, micropigmentation ONLY who do not have any of the above credentials:
 - i. Certification indicating completion of a 100-hour course accredited by the American Academy of Micropigmentation (AAM) or the Society of Permanent Cosmetic Professions (SPCP) including hands-on practice of at least 3 complete procedures (two eyebrows is a single procedure) on living clients and
 - ii. A signed letter from a body art practitioner licensed in Massachusetts (including a copy of that artist's license) stating that the applicant has completed 200 hours of apprenticeship including 30 hours observing procedure being performed and performing at least 50 complete supervised procedures on clients
 - iii. the practitioner shall submit evidence to the Health Department of at least 12 credit hours of continuing education every two years. Training courses provided by professional body art organizations or associations.
- (4) Training for all practitioners shall be approved by the Board and, at a minimum, shall include the following:
- (a) bloodborne pathogen training program (or equivalent) which includes infectious disease control; waste disposal; handwashing techniques; sterilization equipment operation and methods; and sanitization, disinfection and sterilization methods and techniques; and
 - (b) Current certification in First Aid and cardiopulmonary resuscitation (CPR).

Examples of courses approved by the Board include "Preventing Disease Transmission" (American Red Cross) and "Bloodborne Pathogen Training" (U.S. OSHA and American Heart Association). Training/courses provided by professional body art organizations or associations or by equipment manufacturers may also be submitted to the Board for approval.

- (5) The applicant for a tattoo practitioner permit shall provide documentation, acceptable to the Board, that s/he completed a course on skin diseases, disorders and

conditions, including diabetes, or completed an examination on skin diseases, disorders and conditions, including diabetes, or possesses a combination of training and experience deemed acceptable to the Board.

- (G) A practitioner's permit shall be conditioned upon continued compliance with all applicable provisions of these regulations.

13. Grounds for Suspension, Denial, Revocation or Refusal to Renew Permit

- (A) The Board may suspend a permit, deny a permit, revoke a permit or refuse to renew a permit on the following grounds, each of which, in and of itself, shall constitute full and adequate grounds for suspension, denial, revocation or refusal to renew:
- (1) any actions which would indicate that the health or safety of the public would be at risk;
 - (2) fraud, deceit or misrepresentation in obtaining a permit, or its renewal ;
 - (3) criminal conduct which the Board determines to be of such a nature as to render the establishment, practitioner or applicant unfit to practice body art as evidenced by criminal proceedings resulting in a conviction, guilty plea, or plea of nolo contendere or an admission of sufficient facts;
 - (4) any present or past violation of the Board's regulations governing the practice of body art;
 - (5) practicing body art while the ability to practice is impaired by alcohol, drugs, physical disability or mental instability;
 - (6) being habitually drunk or being dependent on, or a habitual user of narcotics, barbiturates, amphetamines, hallucinogens, or other drugs having similar effects;
 - (7) knowingly permitting, aiding or abetting an unauthorized person to perform activities requiring a permit;
 - (8) continuing to practice while his/her permit is lapsed, suspended, or revoked; and
 - (9) having been disciplined in another jurisdiction in any way by the proper permitting authority for reasons substantially the same as those set forth in the Board's regulations.
 - (10) other just and sufficient cause which the Board may determine would render the establishment, practitioner or applicant unfit to practice body art;
- (B) The Board shall notify an applicant, establishment or practitioner in writing of any violation of the Board's regulations, for which the Board intends to suspend, deny, revoke, or refuse to renew a permit. The applicant, establishment or practitioner shall have seven (7) days after receipt of such written notice in which to comply with the Board's regulations. The Board

may suspend, deny, revoke or refuse to renew a permit, if the applicant, establishment or practitioner fails to comply after said seven (7) days subject to the procedure outlined in Section 14.

(C) Applicants denied a permit may reapply at any time after denial.

14. Procedure for hearings

The owner of the establishment or practitioner shall be given written notice of the Board's intent to hold a hearing for the purpose of suspension, revocation, denial or refusal to renew a permit. This written notice shall be served through a certified letter sent return receipt requested or by constable. The notice shall include the date, time and place of the hearing and the owner of the establishment or practitioner's right to be heard. The Board shall hold the hearing no later than 21 days from the date the written notice is received.

In the case of a suspension of a permit as noted in Section 13, a hearing shall be scheduled no later than 21 days from the date of the suspension.

15. Severability

If any provision contained in the model regulations is deemed invalid for any reason, it shall be severed and shall not affect the validity of the remaining provisions.

16. Fine for Violation

The fine for a violation of any provision of these Rules and Regulations shall be \$100.00 per offense. Each day that a violation continues shall be deemed to be a separate offense.

17. Non-criminal Disposition

In accordance with MGL chapter 40, section 21D and Town of Middleton By-Laws, whoever violates any provision of these Rules and Regulations may be penalized by non-criminal disposition.

18. Effective Date

These rules and regulations shall be effective as of 2/6/2023

Middleton Board of Health

George Demeritt

Paul LeBlanc


The block contains two handwritten signatures. The first signature, in black ink, appears to read 'George Demeritt'. The second signature, in blue ink, appears to read 'Paul LeBlanc'. Both signatures are written over horizontal lines.

Judy Schneider

Matt Greenfield

Raymond Cryan

Judith Schneider
W.S.O.
Raymond Cryan

A True Copy Attest

Town Clerk

Hearing notice published
Regulation Adopted

Regulation Published and Effective

10.

An Act further amending the charter of the town of Middleton.

SECTION 1. Subsection 1-3-1 of section 3 of chapter 1 of the charter of the town of Middleton, which is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter 43B of the General Laws, is hereby amended by striking out the word "meeting-selectmen" and inserting in place thereof the following words:- meeting-select board.

SECTION 2. Section 3 of chapter 2 of said charter is hereby amended by striking out subsections 2-3-4 and 2-3-5 and inserting in place thereof the following subsection:-

2-3-4 The Town Meeting shall possess and exercise all powers possible under General Law.

SECTION 3. Subsection 2-4-3 of section 4 of said chapter 2 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 4. Subsection 2-4-4 of said section 4 of said chapter 2 of said charter is hereby amended by striking out the word "Selectmen" and inserting in place thereof the following words:- Select Board members.

SECTION 5. Subsection 2-4-12 of said section 4 of said chapter 2 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 6. Subsection 2-4-13 of said section 4 of said chapter 2 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 7. Subsection 2-5-2 of section 5 of said chapter 2 of said charter is hereby amended by striking out the word "He" and inserting in place thereof the following word:- They.

SECTION 8. Subsection 3-1-2 of section 1 of chapter 3 of said charter is hereby amended by striking out the word "his", each time it appears, and inserting in place thereof, in each instance, the following word:- their.

SECTION 9. Said subsection 3-1-2 of said section 1 of said chapter 3 of said charter is hereby further amended by striking out the word "he" and inserting in place thereof the following word:- they.

SECTION 10. Subsection 3-4-1 of section 4 of said chapter 3 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 11. Said subsection 3-4-1 of said section 4 of said chapter 3 of said charter is hereby further amended by striking out the word "his", each time it appears, and inserting in place thereof, in each instance, the following word:- their.

SECTION 12. Said subsection 3-4-1 of said section 4 of said chapter 3 of said charter is hereby further amended by striking out the word "he" and inserting in place thereof the following word:- they.

SECTION 13. Subsection 3-4-2 of said section 4 of said chapter 3 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 14. Subsection 3-4-4 of said section 4 of said chapter 3 of said charter is hereby amended by striking out the word "him" and inserting in place thereof the following word:- them.

SECTION 15. Chapter 4 of said charter is hereby amended by striking out the title and inserting in place thereof the following title:- SELECT BOARD.

SECTION 16. Section 1 of said chapter 4 of said charter is hereby amended by striking out the title and inserting in place thereof the following title:- The Select Board.

SECTION 17. Subsection 4-1-1 of said section 1 of said chapter 4 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 18. Said subsection 4-1-1 of said section 1 of said chapter 4 of said charter is hereby further amended by striking out the word "Selectman" and inserting in place thereof the following words:- a Select Board member.

SECTION 19. Subsection 4-1-2 of said section 1 of said chapter 4 of said charter is hereby amended by striking out the word "Selectman" and inserting in place thereof the following words:- a Select Board member.

SECTION 20. Subsection 4-2-1 of section 2 of said chapter 4 of said charter is hereby amended by striking out the words "Board of Selectmen", each time they appear, and inserting in place thereof, in each instance, the following words:- Select Board.

SECTION 21. Subsection 4-4-1 of section 4 of said chapter 4 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 22. Subsection 5-1-3 of section 1 of chapter 5 of said charter is hereby amended by striking out the words "he is" and inserting in place thereof the following word:- they are.

SECTION 23. Said subsection 5-1-3 of said section 1 of said chapter 5 of said charter is hereby further amended by striking out the word "his" and inserting in place thereof the following word:- their.

SECTION 24. Subsection 5-2-1 of section 2 of said chapter 5 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 25. Subsection 5-4-2 of section 4 of said chapter 5 of said charter is hereby amended by striking out the words "board of selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 26. Chapter 6 of said charter is hereby amended by striking out the title and inserting in place thereof the following title:- APPOINTMENTS BY THE SELECT BOARD.

SECTION 27. Subsection 6-1-1 of section 1 of said chapter 6 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 28. Subsection 6-3-1 of section 3 of said chapter 6 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 29. Paragraph b of subsection 6-5-3 of section 5 of said chapter 6 of said charter is hereby amended by striking out the word "he" and inserting in place thereof the following word:- they.

SECTION 30. Paragraph c of said subsection 6-5-3 of said section 5 of said chapter 6 of said charter is hereby amended by striking out the word "him" and inserting in place thereof the following word:- them.

SECTION 31. Subsection 6-5-4 of said section 5 of said chapter 6 of said charter is hereby amended by striking out the word "his" and inserting in place thereof the following word:- their.

SECTION 32. Said section 5 of said chapter 6 of said charter is hereby further amended by striking out subsection 6-5-5.

SECTION 33. Subsection 6-7-1 of section 7 of said chapter 6 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 34. Said subsection 6-7-1 of said section 7 of said chapter 6 of said charter is hereby further amended by striking out the word "his" and inserting in place thereof the following word:- their.

SECTION 35. Subsection 6-7-2 of said section 7 of said chapter 6 of said charter is hereby amended by striking out the word "He" and inserting in place thereof the following word:- They.

SECTION 36. Said subsection 6-7-2 of said section 7 of said chapter 6 of said charter is hereby further amended by striking out the word "Selectmen" and inserting in place thereof the following words:- Select Board members.

SECTION 37. Subsection 6-7-3 of said section 7 of said chapter 6 of said charter is hereby amended by striking out the word "He" and inserting in place thereof the following word:- They.

SECTION 38. Said subsection 6-7-3 of said section 7 of said chapter 6 of said charter is hereby further amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 39. Subsection 6-7-4 of said section 7 of said chapter 6 of said charter is hereby amended by striking out the word "He" and inserting in place thereof the following word:- They.

SECTION 40. Said subsection 6-7-4 of said section 7 of said chapter 6 of said charter is hereby further amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 41. Subsection 6-7-5 of said section 7 of said chapter 6 of said charter is hereby amended by striking out the word "He" and inserting in place thereof the following word:- They.

SECTION 42. Said subsection 6-7-5 of said section 7 of said chapter 6 of said charter is hereby further amended by striking out the words "Board of Selectmen", each time they appear, and inserting in place thereof, in each instance, the following words:- Select Board.

SECTION 43. Subsection 6-7-6 of said section 7 of said chapter 6 of said charter is hereby amended by striking out the word "He" and inserting in place thereof the following word:- They.

SECTION 44. Said subsection 6-7-6 of said section 7 of said chapter 6 of said charter is hereby further amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 45. Subsection 6-7-7 of said section 7 of said chapter 6 of said charter is hereby amended by striking out the word "He", each time it appears, and inserting in place thereof, in each instance, the following word:- They.

SECTION 46. Said subsection 6-7-7 of said section 7 of said chapter 6 of said charter is hereby further amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 47. Subsection 6-7-9 of said section 7 of said chapter 6 of said charter is hereby amended by striking out the word "He" and inserting in place thereof the following word:- They.

SECTION 48. Subsection 6-7-10 of said section 7 of said chapter 6 of said charter is hereby amended by striking out the word "He" and inserting in place thereof the following word:- They.

SECTION 49. Said subsection 6-7-10 of said section 7 of said chapter 6 of said charter is hereby further amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 50. Subsection 6-8-1 of section 8 of said chapter 6 of said charter is hereby amended by striking out the word "his" and inserting in place thereof the following word:- their.

SECTION 51. Subsection 6-8-2 of said section 8 of said chapter 6 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 52. Subsection 6-8-3 of said section 8 of said chapter 6 of said charter is hereby amended by striking out the word "his" and inserting in place thereof the following word:- their.

SECTION 53. Said section 8 of said chapter 6 of said charter is hereby further amended by striking out subsections 6-8-4 to 6-8-6, inclusive, and inserting in place thereof the following 2 subsections:-

6-8-~~45~~ At any such hearing, the reasons for the removal shall first be read aloud. The Town Administrator shall then be allowed to respond, either personally or through counsel. The Select Board ~~of Selectmen~~ and the Town Administrator shall be allowed to call witnesses, and to subpoena any and all Town records.

6-8-~~56~~ Final removal of the Town Administrator shall be effected by the affirmative vote of the Select Board ~~of Selectmen~~, at a public meeting of the Board held within seven days of such public hearing, if the Town Administrator shall have requested one. Or, if they shall not have requested one, final removal may be effected by the affirmative vote of three members of the Board held not sooner than fourteen days after the vote initiating the removal. The salary of the Town Administrator shall continue to be paid for a period of thirty days after the vote effecting their~~his~~ removal from office.

Commented [SG(1)]: Hi Michael- We struck subsections 6-8-5 & 6-8-6 in order to renumber the subsection. I have redline the amendments in those subsections so you can see the changes made.

Please let us know if you have any questions about the bill draft.

SECTION 54. Subsection 6-9-1 of section 9 of said chapter 6 of said charter is hereby amended by striking out the words "Board of Selectmen", each time they appear, and inserting in place thereof, in each instance, the following words:- Select Board.

SECTION 55. Said subsection 6-9-1 of said section 9 of said chapter 6 of said charter is hereby further amended by striking out the word "selectmen" and inserting in place thereof the following words:- Select Board members.

SECTION 56. Subsection 7-2-1 of section 2 of chapter 7 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 57. Subsection 7-3-3 of section 3 of said chapter 7 of said charter is hereby amended by striking out the word "him" and inserting in place thereof the following word:- them.

SECTION 58. Said subsection 7-3-3 of said section 3 of said chapter 7 of said charter is hereby further amended by striking out the word "his", each time it appears, and inserting in place thereof, in each instance, the following word:- their.

SECTION 59. Subsection 7-4-3 of section 4 of said chapter 7 of said charter is hereby amended by striking out the words "Board of Selectmen", each time they appear, and inserting in place thereof, in each instance, the following words:- Select Board.

SECTION 60 Subsection 7-4-4 of said section 4 of said chapter 7 of said charter is hereby amended by striking out the word "Selectmen" and inserting in place thereof the following words:- Select Board members.

SECTION 61. Subsection 7-5-1 of section 5 of said chapter 7 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 62. Said section 5 of said chapter 7 of said charter is hereby further amended by striking out subsection 7-5-2.

SECTION 63. Subsection 7-6-1 of section 6 of said chapter 7 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 64. Subsection 7-8-2 of section 8 of said chapter 7 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 65. Subsection 7-9-1 of section 9 of said chapter 7 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 66. Subsection 7-11-1 of section 11 of said chapter 7 of said charter is hereby amended by striking out the word "his" and inserting in place thereof the following word:- their.

SECTION 67. Subsection 8-1-1 of section 1 of chapter 8 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 68. Subsection 8-2-1 of section 2 of said chapter 8 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 69. Subsection 9-1-1 of section 1 of chapter 9 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 70. Subsection 9-1-2 of said section 1 of said chapter 9 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 71. Subsection 10-4-1 of section 4 of chapter 10 of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- Select Board.

SECTION 72. Subsection 10-5-1 of section 5 of said chapter 10 of said charter is hereby amended by striking out the word "chairman" and inserting in place thereof the following word:- chair.

SECTION 73. Section 6 of said chapter 10 of said charter is hereby amended by striking out subsection 10-6-2.

SECTION 74. Section 2 of chapter 11 of said charter is hereby repealed.

SECTION 75. This act shall take effect upon its passage.



MEMORANDUM OF UNDERSTANDING TO FACILITATE THE DEVELOPMENT OF THE NORTH SHORE REGIONAL IT COLLABORATIVE

This Agreement is made by and between the Massachusetts cities and towns of Danvers, Middleton, Essex, Topsfield, Hamilton, Wenham, and Manchester-by-the-Sea (hereinafter "the Participating Communities") for the purpose of facilitating the development of the North Shore Regional IT Collaborative (hereinafter "the Collaborative").

WHEREAS, the Parties are each empowered by law to staff, maintain and operate Information Technology (hereinafter "IT") departments, which are necessary to support municipal employees and protect municipal assets;

WHEREAS, the Chief Executives of the Participating Communities agree that they share many of the same IT challenges, including costs to access to sufficient resources to staff and support adequate IT departments and could therefore benefit from shared infrastructure and collaboration in addressing those challenges;

WHEREAS, each of the Participating Communities has determined that it is mutually beneficial to share between them the services and costs associated with a shared regional IT data center, and to collaborate on efforts to procure and contract with IT service vendors, and any costs associated to enhance internal IT capabilities collectively;

NOW, THEREFORE, BE IT RESOLVED, that the Participating Communities commit to sustain the Collaborative during the term of this Agreement, and to undertake the following actions to achieve said purpose:

1. The Participating Communities commit to allocate a \$5,620.75 base assessment in FY24 and FY25. The annual base assessment is to be determined by Danvers and approved in the annual operating budget in subsequent fiscal years, to support the operation of the Collaborative, preferably from available municipal revenues. Contributions are to be paid to the Town of Danvers and will support shared expenses incurred by the Town of Danvers to manage and maintain a regional data center. Expenses include but are not limited to operating costs, equipment maintenance and replacement, staff salaries and benefits, and infrastructure maintenance;
2. The Town of Danvers will develop an annual operating budget for the Collaborative by December 31st each year that sets out their projected expenses for the following fiscal year and will provide said budget to the Chief Executive of each Participating Community at that time. Once the budget is presented, the Participating Communities will evaluate, deliberate, and vote to approve the operating budget thus agreeing to the equally shared contributions for next fiscal year's annual base assessment. Each participating community is given one vote and the budget shall be approved by unanimous consensus of all Participating Communities. If unanimous consensus cannot be reasonably attained, the previous fiscal year's assessment will be carried forward until consensus can be reached; In the event that the parties are unable to reach consensus within a reasonable time, the parties may agree to mediation or other mutually acceptable dispute resolution option,

otherwise lack of consensus will be considered a withdrawal from this agreement, and each may seek relief available under the law.

3. Alongside and in similar process to the annual budget described above, the Town of Danvers will draft, and the Participating Communities will approve an Annual Report that sets out the annual goals of the Collaborative to proactively address upcoming municipal needs. This Plan of Action intends to link the expenses in the annual budget with the outcomes of service;
4. The Town of Danvers has the ability to procure or enter into agreements and/or contracts with third-party vendors for optional IT related services and equipment on behalf of one or more Towns with the approval of said Towns. If necessary, towns that have elected to partake in such procurements or contracts are expected to assist in any procurement process. All procurements must comply with M.G.L. Chapter 30B and other relevant municipal procurement statutes, thresholds, and laws. All procurements in excess of fifty-thousand dollars in total value must be deliberated and approved by the Participating Communities by two-thirds majority. Any expenses and/or invoice from a third-party vendor, unless otherwise considered a shared expense and/or accounted for in the annual budget, shall be billed to the municipality that received the equipment or services provided;
5. The Town of Danvers will serve as the fiscal agent for the Collaborative with responsibility for effectively managing and accounting for shared assets of the Participating Communities and operating the Collaborative as described in the sections above;
6. The Town of Danvers may, if its capacity and ability are available, provide additional services to purchase goods or services for Participating Communities. All additional services are optional and shall be managed by a separate contract or agreement that clearly states the services to be provided, term of the agreement, and annual costs;
7. With the support of outside parties, such as the Metropolitan Area Planning Council or other entities, the Collaborative will explore opportunities to secure additional funding sources that can support the Collaborative's development and sustainability, such as through government or private grants; and
8. For all purposes, the employees and equipment of the respective Participating Community IT departments will remain employees and property of the Participating Community, including but not limited to employee benefits and workers' compensation. Each Participating Community shall indemnify and hold harmless all other Participating Communities for any liability caused by the action or inaction of the Participating Community's employees and agents, from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation.

This AGREEMENT shall take effect on July 1st, 2023 and shall be in effect until June 30, 2025 unless it is superseded by a further inter-municipal agreement before that date. This agreement shall automatically be extended for a successive two-year period unless any party provides a

written notice of withdrawal thirty (30) days prior to the initial expiration date.

If a Participating Community seeks to withdraw from this Agreement before it concludes, they shall inform the other Participating Communities in writing of their plans thirty (30) days before their withdrawal will go into effect. Any Participating Community that withdraws is nevertheless obligated to honor their financial commitment to the Collaborative for the entire fiscal year in which their withdrawal takes place and any subsequent fiscal year where base assessments were approved and agreed upon prior to withdrawal.

If a new community or school district wants to join the Collaborative, they shall notify the Participating Communities of their interest in writing. The inclusion of any additional community in the Collaborative will require the approval of the Town of Danvers, two-thirds majority approval of the Participating Communities, and the execution of this Agreement by the new community. Any new Participating Community will be responsible for covering the costs associated with any additional infrastructure needed to connect to the data center, outside of the contributions they are obligated to make through this Agreement.

This Agreement constitutes the entire and complete agreement between the parties and supplants any and all prior agreements or understandings relative to the Collaborative. This Agreement may not be amended except in writing agreed to by all Participating Communities and executed in the same manner as the Agreement itself. If any part of this Agreement is deemed to be invalid, the remainder of the Agreement shall remain enforceable to the extent allowed by law.

This Agreement incorporates all applicable provisions of Massachusetts law, including but not limited to 40 MGL 4A. The Collaborative will maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; shall perform regular audits of such records, and render periodic financial statements to all participants.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 20__, by their duly authorized Chief Executive Officers.

SIGNATURE PAGE:

City/Town: _____

Title: _____

DECLARATION OF TRUST
TOWN OF MIDDLETON

AFFORDABLE HOUSING TRUST

The Town of Middleton hereby establishes the Town of Middleton Affordable Housing Trust for the benefit of all the inhabitants of the Town of Middleton in the manner and under the terms and conditions set forth herein.

ARTICLE FIRST: Name of the Trust

The trust shall be called the "Town of Middleton Affordable Housing Trust Fund", hereinafter referred to as "the Trust".

ARTICLE SECOND: Purpose

The purpose of the Trust shall be to provide for the creation and preservation of affordable housing in the Town of Middleton for the benefit of low and moderate income households and for the funding of community housing.

ARTICLE THIRD: Trustees and Tenure

There shall be a Board of Trustees, hereinafter referred to as "the Board", consisting of five Trustees who shall be appointed by the Select Board, consisting of the following: one (1) member of the Select Board; one (1) member of the Community Preservation Committee or its designee; one (1) member of the Housing Authority or its designee; one (1) member of the Planning Board or its designee; one (1) member of the Finance Committee or its designee; and two (2) at-large members. The Trustees shall designate a chair, vice chair, treasurer, and clerk. Only persons who are residents of the Town of Middleton shall be eligible to be a Trustee. Trustees shall serve for a term of two years, except that two of the initial trustee appointments shall be for a term of one year and may be reappointed at the discretion of the Select Board. Trustees may be re-appointed by the Select Board for succeeding terms, and there is no limit on the number of terms which a Trustee can serve. Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk. If a Trustee shall die, resign, or for any other reason cease to be a Trustee hereunder before his/her term of office expires, a successor shall be appointed by the Select Board to fill such vacancy provided that, in each case, the said appointment and acceptance shall be in writing and filed with the Town Clerk. Upon the appointment of any succeeding Trustee and the filing of such appointment the title to the Trust estate shall thereupon and without the necessity of any conveyance be vested in such succeeding Trustee jointly with the remaining Trustees. Reference to the Trustee shall mean the Trustee or Trustees for the time being hereunder. Trustees may be removed at any time for cause by a majority vote of the Select Board upon compliance with the applicable provisions of the Open Meeting Law. "Cause" for removal may include excessive absences from Trust meetings. Cause shall include, but not be limited to, violation of any local, state or federal law; non-participation in business of the Trust; incapacity to perform the duties of a Trustee; acts of the Trustee, that in the opinion of the Select Board, are grossly negligent or detrimental to the Town of Middleton or the Trust.

ARTICLE FOURTH: Meetings of the Trust

The Trust shall meet at least quarterly at such time and at such place as the Trustees shall determine. Notice of all meetings of the Trust shall be given in accordance with the provisions of the Open Meeting Law, G.L. Chapter 30A, §§ 18 through 25. A quorum at any meeting shall be a majority of the Trustees of a fully constituted Board of Trustees. Minutes of all meetings shall be recorded and filed with the Town Clerk in accordance with the provisions of the Open Meeting G.L. Chapter 30A, §§ 18 through 25.

ARTICLE FIFTH: Powers of Trustees

The Powers of the Trustees, all of which shall be carried on in furtherance of the purposes set forth in Massachusetts General Laws Chapter 44, § 55C, shall be the following, except that: (a) any purchase, sale, lease, exchange, transfer or conveyance of any interest in real property must be approved by three of the five (or 2/3) voting Trustees; (b) the Trustees may incur debt, borrow money, grant mortgages and pledge trust assets only in an amount not to exceed eighty percent (80%) of the total value of the Trust's assets; and (c) any debt incurred by the Trust shall not constitute a pledge of the full faith and credit of the Town of Middleton and all documents related to any debt shall contain a statement that the holder of any such debt shall have no recourse against the Town of Middleton with an acknowledgement of said statement by the holder;

(1) to accept and receive property, whether real or personal, by gift, grant, devise, or transfer from any person, firm, corporation or other public or private entity, including without limitation grants of funds or other property tendered to the trust in connection with provisions of G.L. c 44B, any zoning ordinance or by-law or any other statute, by-law or regulation provided, however, that any such money received from chapter 44B shall be used exclusively for community housing and shall remain subject to all the rules, regulations and limitations of that chapter when expended by the trust, and such funds shall be accounted for separately by the trust; and provided further, that at the end of each fiscal year, the trust shall ensure that all expenditures of funds received from said chapter 44B are reported to the Middleton Community Preservation Committee for inclusion in the community preservation initiatives report, form CP-3, to the department of revenue;

(2) to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;

(3) to sell, lease, exchange, transfer or convey any personal, mixed, or real property at public action or by private contract for such consideration and on such terms as to credit or otherwise and to make such contracts and enter into such undertakings relative to trust property as the Board deems advisable notwithstanding the length of any such lease or contract;

(4) to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Board engages for the accomplishment of the purposes of the Trust;

(5) To employ advisors and agents, such as accountants, appraisers and lawyers as the Board deems necessary;

(6) To pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Board deems advisable;

(7) to apportion receipts and charges between incomes and principal as the Board deems advisable; to amortize premiums and establish sinking funds for such purpose and to create reserves for depreciation, depletion or otherwise;

(8) to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;

(9) to deposit any security with any protective reorganization committee and to delegate to such committee such powers and authority with relation thereto as the board may deem proper and to pay out of trust property, such portion of expenses and compensation of such committee as the Board may deem necessary and appropriate;

(10) to carry property for accounting purposes other than acquisition date values;

(11) to borrow money on such terms and conditions and from such sources as the Trustees deem advisable, to mortgage and pledge trust assets as collateral, provided any debt issued by the Trust shall not be deemed to constitute a debt or liability of the Town of Middleton or a pledge of the faith and credit of the Town, but shall be payable solely from the revenues, funds and/or assets of the Trust. Any debt instrument executed by Trust shall contain on the face thereof a statement to the effect that the Town of Middleton is not obligated to pay the same or the interest thereof except from revenues, funds and/or assets of the Trust and that neither the faith and credit nor the taxing power of the Town of Middleton is pledged to the payment of the principal of or the interest on such debt. The issuance of debt by the Trust shall not directly or indirectly or contingently obligate the Town of Middleton to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.

(12) to make distributions or divisions of principal in kind;

(13) to comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation and subject to the provisions of this Act, to continue to hold the same for such period of time as the Board may deem appropriate;

(14) to manage or improve real property and to abandon any property which the Board determined not to be worth retaining;

(15) to hold all or part of the Trust property uninvested for such purposes and for such time as the Board may deem appropriate; and

(16) to extend the time for payment of any obligation to the Trust.

(17) to implement or facilitate recommendations of various planning studies related to affordable housing, as may be applicable to the Town of Middleton;

(18) to seek funding resources for affordable housing and promote public and private efforts to increase and improve the affordable housing stock in Middleton;

(19) to provide grants or loans to assist low- or moderate-income homebuyers to purchase or homeowners to rehabilitate a dwelling unit in the Town of Middleton; and

ARTICLE SIXTH: Funds Paid to the Trust

Notwithstanding any general or special law to the contrary, all monies paid to the Trust in accordance with any Town of Middleton zoning-by-law, exaction fee, or private contribution shall be paid directly into the Trust and need not be appropriated or accepted and approved into the Trust.

General revenues appropriated by the Town of Middleton Town Meeting for payment into the Trust become Trust property and these funds need not be further appropriated to be expended. All monies

remaining in the Trust at the end of any fiscal year, whether or not expended by the Board within one year of the date they were appropriated into the Trust remain Trust property.

ARTICLE SEVENTH: Acts of Trustees

A majority of a fully constituted Board of Trustees may exercise any or all of the powers of the Trustees hereunder, unless otherwise provided and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees. The Trustees may, by instrument executed by all the Trustees, delegate to any attorney, agent or employee such other powers and duties as they deem advisable, including power to execute, acknowledged or deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees of the Trust. The Trustees shall not delegate the authority to amend or terminate the Trust and no such delegation shall be effective. No Trustee shall be required to give bond. No license of court shall be required to confirm the validity of any transaction entered into by the Trustees with respect to the Trust Estate.

ARTICLE EIGHTH: Liability

Neither the Trustees nor any agent or officer of the Trust shall have the authority to bind the Town of Middleton, except in the manner specifically authorized herein. The Trust is a public employer and the Trustees are public employees for the purposes of G.L. Chapter 258.

ARTICLE NINTH: Taxes

The Trust is exempt from G.L. Chapters 59 and 62, and from any other provisions concerning payment of taxes based upon or measured by property or income imposed by the Commonwealth or any subdivision thereto.

ARTICLE TENTH: Treasurer as Custodian

The Town of Middleton's Treasurer shall be the custodian of the funds of the Trust and shall maintain separate accounts and records for said funds. The Treasurer shall invest the funds in the manner authorized by M.G.L. Chapter 44, § 55 (Public Funds on Deposit; Limitations; Investments), § 55A (Liability of Depositor for Losses Due to Bankruptcy), and § 55B (Investment of Public Funds). Any income or proceeds received from the investment funds shall be credited to and become part of the Trust Fund.

Expenditures by the Board of Trustees shall be controlled by the provisions of M.G.L. Chapter 44, § 55C. The yearly approved budget, and any approved budget revisions will be recorded by the Treasurer. As custodian, the Treasurer shall issue checks as directed by the Board.

In accordance with M.G.L. Chapter 44, § 55C, the books and records of the Trust Fund shall be audited annually by an independent auditor in accordance with accepted accounting practices.

ARTICLE ELEVENTH: Governmental Body

The Trust is a governmental body for purposes of M.G.L Chapter 30A, §§ 18 through 25.

ARTICLE TWELFTH: Board of the Town

The Trust is a Board of the Town for purposes of G.L. Chapter 30B and § 15A of G.L. Chapter 40; but agreements and conveyances between the Trust and agencies, boards, commissions, authorities, departments, and public instrumentalities of the town shall be exempt from said Chapter 30B.

ARTICLE THIRTEENTH: Duration of the Trust

This Trust shall be of indefinite duration until terminated by a vote of the Middleton Town Meeting. Upon termination of the Trust, subject to the payment of or making provisions for the payment of

all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town of Middleton and held by the Select Board for affordable housing purposes. In making any such distribution, the Trustees may, subject to the approval of the Select Board, sell all or any portion of the Trust property, subject to any restrictions thereto, and distribute the net proceeds thereof to the Town of Middleton. The powers of the Trustees shall continue until the affairs of the Trust are concluded. Once the Middleton Town Meeting has voted to terminate the Trust, all financial transactions made on behalf of the Trust shall be approved by the Select Board.

ARTICLE FOURTEENTH: Registry of deeds

The Select Board may authorize the Trustees to execute, deliver and record with the Registry of Deeds any documents required for any conveyance authorized hereunder.

ARTICLE FIFTEENTH: Titles

The titles to the various Articles herein are for convenience only and are not to be considered part of said Articles nor shall they affect the meaning or the language or any such Article.

ARTICLE SIXTEENTH: Compensation of Trustees

Trustees shall not receive a salary, stipend, bonus, or other means of compensation for their service as a Trustee, or in connection with any services provided pursuant to Article 5, paragraphs (5), (6) or (9), or for any other goods or services provided to the Trust, nor shall they be eligible for any benefits from the Town of Middleton. Trustees may be compensated for reasonable out-of-pocket expenses for travel and other Trust-related expenses. All such out-of-pocket expenses shall be fully documented with receipts for expenses prior to payment by the Trust.

ARTICLE SEVENTEENTH: Amendments

This Declaration of Trust may be amended from time to time except as to those provisions specifically required under M.G.L. Chapter 44 Section 55C and Middleton By-laws, by an instrument in writing signed by all of the Trustees and approved at a meeting called for that purpose, provided that in each case, a certificate of amendment has been recorded with the Registry of Deeds and filed with the Land Registration Office.

ARTICLE EIGHTEENTH: Conflicts of Interest

The Trust shall be deemed a municipal agency and the Trustees special municipal employees for the purposes of G.L. Chapter 268A.

ARTICLE NINETEENTH: Trustee Agreements

Trustees will be required to execute an agreement with the Trust at the time of their appointment by the Select Board outlining and accepting their roles and responsibilities in accordance with the provisions of the Trust. Such form of agreement shall be developed by the Select Board and approved as to form by the Middleton Town Counsel.

ARTICLE TWENTIETH: Annual Report

The Trustees shall prepare an annual report describing the activities of the Trust on a fiscal year basis beginning on July 1 and ending on June 30. The annual report shall be submitted to the Middleton Select Board by August 1 of each year. The annual report shall list all financial transactions conducted by the Trust including all revenues and costs, provide a balance sheet of liabilities and assets to the Trust, list an inventory of all affordable housing units created, sold, and or managed by the Trust, and any other pertinent information related to the business of the Trust. Twenty hard copies and an electronic copy of the annual report shall be submitted to the Select Board.

THE SELECT BOARD, for themselves and their successors, hereby acknowledge and agree to the terms of the Trust, and the Trustees named hereunder, hereby acknowledge and agree for themselves and their successors to hold the Trust property for the purposes hereof in Trust for the benefit of all of the inhabitants of the Town of Middleton, Massachusetts, in the manner and under the terms and conditions set forth herein.

COMMONWEALTH OF MASSACHUSETTS

County of Essex:

On this ____ day of ____, 2022, before me, the undersigned notary public, personally appeared the members of the Town of Middleton Select Board and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily as members of the Select Board for the Town of Middleton for its stated purpose.

(Official signature and seal of notary)

Print Name:

My Commission Expires:

The Select Board, pursuant to G.L. c. 44 §55C (b), do hereby certify that we have this day duly appointed the following individuals as Trustees of this the Town of Middleton Affordable Housing Trust, and do so with all the powers and subject to all the restrictions upon the Trustees, with all of the powers, rights and interests regarding the Trust property and subject to the restrictions and duties of a Trustee of the Trust, except as the same shall have been heretofore modified by amendment.

We hereby appoint:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

As original Trustees of the Town of Middleton Affordable Housing Trust.

Executed as a sealed instrument this ____ day of _____, 2022


Select Board

Acceptance of Appointment:











COMMONWEALTH OF MASSACHUSETTS

County of Essex:

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, _____, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily as the Board of Trustees of the Town of Middleton Affordable Housing Trust for its stated purpose.

(Official signature and seal of notary)

Print Name: _____

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

County of Essex:

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared the members of the Town of Middleton Select Board and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily as members of the Select Board of the Town of Middleton for its stated purpose.

(Official signature and seal of notary)

Print Name: _____

My Commission Expires:

Jackie Bresnahan

From: Chief Doug LeColst (MFD) <doug.lecolst@midfire.com>
Sent: Friday, June 9, 2023 9:42 AM
To: Jackie Bresnahan; Sarah Wood
Subject: FW: Award Notification (Application Number: EMW-2022-FG

[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.

Hello,

Good news on the AFG grant. Hopefully we will get the same news with the SAFER (fingers crossed). Have a nice weekend.

Doug

From: FEMA GO <no-reply@fema.dhs.gov>
Sent: Friday, June 9, 2023 7:06 AM
To: Chief Doug LeColst (MFD) <doug.lecolst@midfire.com>
Cc: Tyler Dechene (MFD) <tyler.dechene@midfire.com>; Tom Martinuk (MFD) <tom.martinuk@midfire.com>; Chief Doug LeColst (MFD) <doug.lecolst@midfire.com>; nick.federico@middletonma.gov
Subject: Award Notification (Application Number: EMW-2022-FG-02011)

Dear Douglas,

Congratulations! Your grant application submitted under the Grant Programs Directorate's Fiscal Year (FY) 2022 Assistance to Firefighters Grants has been approved for award.

Please use the FEMA GO system at <https://go.fema.gov> to accept or decline your award. Please note that you will have thirty (30) days from the date of this award notification to either accept or decline the award, and that the award must be accepted or declined by an Authorized Organization Representative (AOR) within the FEMA GO system. Instructions for registering within the system and becoming an AOR are available at <https://www.fema.gov/gmm-training-resources>.

Once you are in the system and made an AOR for your organization, your home page will be the first screen you see. You will see a section entitled My Grants. In this section, please select the award acceptance link for EMW-2022-FG-02011 under Fiscal Year (FY) 2022 Assistance to Firefighters Grants. View your award package and indicate your acceptance or declination of award. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

If you have questions on using the FEMA GO system, please reach out to the FEMA GO Help Desk (1-877-585-3242). For programmatic questions about your grant, please reach out to the AFG Helpdesk (firegrants@fema.dhs.gov / 1-866-274-0960).

All recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in [FEMA Policy \(FP\) 108-023-1, Environmental Planning and Historic Preservation Policy Guidance](#).

Sincerely,

Grants Management Branch

Assistance to Firefighters Grants

Department of Homeland Security / FEMA

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https://linklock.titanhq.com/analyse?url=http%3A%2F%2Fwww.sec.state.ma.us%2Fpre%2Fpreidx.htm.&data=eJxVzDsOgzAQBNDT2OWKAImgcBEKitzC8S7Yij_IXgLHjyWqSKMpRk9j1KPt8PbuGxoHHCsq4BA9cYpBw5q-MqgzLJHuo41m2mRRmPYVPJnkC4u-qX5xmcCkILN6afNxBFOMErXV8QJ_h7uyzJvonqKda47JgEIGCmsmqGYvdd0yXe3wBMsBfjvqOlc%20Please%20consider%20the%20environment%20before%20printing%20this%20email. Please consider the environment before printing this email.

Correspondence and informational materials

Jackie Bresnahan

From: Linda Cornell <linda_cornell@aol.com>
Sent: Wednesday, June 7, 2023 12:03 PM
To: Jackie Bresnahan
Cc: Jillian Smith
Subject: resignation from Middleton Council on Aging Board

[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.

Hi Jackie,

I am submitting my resignation for the board position on the COA's Board. Unfortunately, it became difficult to attend the meetings in person due to my work schedule. I appreciate the opportunity to serve on the Board. I will continue to be part of the Friends of COA.

Thank you,

Linda Cornell