

MIDDLETON SELECT BOARD
MEETING AGENDA
FULLER MEADOW ELEMENTARY SCHOOL
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
TUESDAY, DECEMBER 2, 2025

5:00 PM

This meeting is being recorded

5:00 pm	1. Business
	<ul style="list-style-type: none">• Warrant: 2611, FP 75• Minutes: November 4, 2025 and November 18, 2025 OS and ES• Town Administrator Updates and Reports• Middleton Municipal <u>Complex</u> Update
5:10 pm	2. Citizens Academy graduation
5:20 pm	3. Winter Parking Ban Policy Recommendation
5:30 pm	4. Towing RFQ Responses
5:35 pm	5. Surplus Transfer Station Stairs
5:40 pm	6. Annual License Renewals
5:45 pm	7. CY26-CY28 Goals
6:00 pm	8. Public Comment (<i>to be held at 6pm for all Select Board meetings</i>)
6:05 pm	9. Acting Town Administrator Contract Ratification – Jackie Bresnahan
6:10 pm	10. Updates and Announcements
6:15 pm	11. Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining negotiations: Middleton Call Firefighters Association
6:30 pm	12. Return to open session: Middleton Call Firefighters Association Contract Ratification

Upcoming Meetings

December 16

Regular Select Board Meeting

January 6

Regular Select Board Meeting

MEETING MINUTES
MIDDLETON SELECT BOARD MEETING
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
November 4, 2025 at 5pm



With a quorum the Chair called the meeting to order at 5:05pm and announced *this meeting was being recorded*. Select Board present: Brian Cresta, Chair; Jeff Garber; Rick Kassiotis; Kosta Prentakis. Not present: Debbie Carbone, Clerk. Also attending: Justin Sultzbach, Town Administrator; Jackie Bresnahan, Assistant Town Administrator (ATA); others as noted.

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

1. Business

Warrant: 2609/October 30, 2025: Payroll - \$915,000; Bills Payable- \$ 875,000: FP73 - \$ 2.2MM

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

Vote *The Board voted unanimously to approve Warrant 2609 & FP73.*

Minutes: October 21, 2025 OS & ES 1 & 2

Vote: *The Board voted unanimously to approve the minutes as presented.*

Town Administrator Updates & Reports- J. Sultzbach

- J. Sultzbach has been collaborating with the Conservation Agent Kristin Kent to develop the scope of work for an Open Space and Rec Plan. This was funded at the May Annual Town Meeting. He expected an RFP to go out some time in early 2026, with the study to take place over the summer into the fall.
- Our Finance Department has been working to get ahead of the move to the new buildings. Thank you to Sharon Bainbridge for coordinating the sending of Change of Address letters to vendors to ensure future invoices are issued correctly and delivered to the new buildings.
- J. Sultzbach has been finalizing the RFP for the Wrecker Contract in town, with the documents expected to hit the street for Wednesday, November 12th. Thank you to JJ Dimino for helping brush up the first draft. Responses will be due for 11/ 28th, with results to come before the Select Board for your December 2nd meeting.
- The legislature has returned the Town's Charter Changes from Annual Town meeting with a request for clarification on a couple of lines. A suggested remedy will be brought forward at your next Select Board meeting.
- ATA Bresnahan has returned from the Annual ICMA Conference. As always, we thank the community and this board for their support of our professional development.
- Following direction from the last meeting, Treasurer Federico, Finance Director Wood and I met with a vendor to establish Payment Cards in town. We will have one card live that can be used upon request for the remainder of the fiscal year, with the potential for a wider role out to Department Heads at the start of FY27.
- J. Sultzbach joined his counterparts in Boxford and Topsfield today at Masco to discuss budgetary constraints and projections with Superintendent Harvey. This provided some valuable line of site to upcoming operating budget limitations as well as upcoming capital initiatives on the campus.
- J. Sultzbach met with other local communities last week as part of the North Shore Coalition. We discussed several crucial regional topics including PFAS and 3A Zoning, among other things.

The Town Administrator will confirm the status of a snow parking policy.

K. Prentakis gave a brief update on the school committee's meeting last night; "draft one" budget was presented for discussion comparing a 2 ½ budget increase and level service budget.

The Chair stressed the importance of the School's budget being finalized by the first Saturday in February; the same time as other town departments.

Middleton Municipal Complex Update –J. Sultzbach

- i. Anticipated opening date- Monday March 2, 2026**
- ii. Department Heads, Boards/Committee tours**

The move into the new complex will be coordinated with the anticipated March 2 opening date; there will be overlapping services during the transition from the current town hall and the new facility. Additional tours of the building for the Select Board/Department Heads will be scheduled with the OPM team in November. J. Sultzbach fielded general questions from the Board.

2. Middleton Social Services Advisory Group- J. Sultzbach

This follow up was from the previous meeting regarding social services available in Middleton. J. Sultzbach is forming a standing advisory group to coordinate services, eliminate gaps and overlapping services, with a focus to be sure the people who need services receive them.

3. One-time November Food Pantry Voucher Discussion – SNAP Benefits update

The Chair asked the Board to consider increasing the food voucher historically approved by the Board for \$100, to \$250 this year. It was noted donations to the food pantry are to be directly to the Middleton Food Pantry, which is now a 501c3. Also being considered is for the Mansfield Fund to be under the food pantry operations.

Vote: On a motion by Prentakis, seconded by Kassiotis, the Board voted unanimously to make the vouchers this year \$250.

4. Appointment: Local Building Inspector – Joseph Cooney

J. Cooney was present and provided a high level overview of his experience. S. Fitzpatrick, Building Commissioner was present and spoke in support of the appointment.

Vote: On a motion by Prentakis, seconded by Garber, the Board voted unanimously to appoint Joseph Cooney as Building Inspector through June 30, 2028.

5. Middleton Landfill Monitoring PFAS update- CDM Smith

CDM Smith is an Environmental Engineering company that has provided post-closure environmental monitoring landfill services to the town of Middleton since the 1990's. On a side note the Middleton landfill was capped in 1996, and the Rubchinuk landfill, which was privately owned in the 1930s, capped in 2001 with material from Boston's "big dig", and acquired by the Town through tax default.

Nick Castonguay, CDM project manager was present and spoke on the recent landfill monitoring sample results on PFAS at the Rubchinuk and Middleton landfills; there are private wells tested that exceed the allowable limit for drinking water. CDM is working with the Department of Environmental Protect and the Town to determine the source.

A slide deck was referenced including the following topics: *In summary for the minutes.*

- Introductions – CDM Team
- Regulatory Requirements for Landfills - post closure monitoring for 30 years to include PFAS testing for landfills near public water supplies.
- What is PFAS? -Man-made substances (1000's of compounds) used in consumer products & firefighting foams
- Landfill Issues Relative to PFAS – PFAS do not degrade; can be hazardous
- Potential Solutions- determine source
- Next Steps – provide bottled water to residents in the impacted area; on-going assessment of source and to provide corrective action to eliminate risk i.e. install water main.

There was a discussion on possible state assistance/grant programs, pending the source of the PFAS, to remedy the situation, and the anticipated process. The Board had a number of follow-up general questions.

At the direction of the Board, Town Administrator will review the original agreement on the Rubchinuk land for any hold harmless clause, contact the Town's State Representatives/ Senators, narrow down the cost, and talk to DEP about installing a POET (Point of Entry Treatment) system for homes in the area of Rubchinuk.

Regarding state aid, the CDM team suggested the town start i.e. surveying work asap, noting the appropriation needs to be in place by June 30 and the design/application by October 15.

6. Surplus Town Properties Status Update – J. Sultzbach

The walk-through at the Police Station went well; proposals are due November 12.

7. Fuller Meadow School Accelerated Repair Program (ARP) Board Action Letter – J. Sultzbach

The MSBA (Massachusetts School Building Authority) approved the funding for Fuller Meadow School work.

8. MASCO Accelerated Repair Program (ARP) Program Acceptance – J. Sultzbach

The Masconomet Regional School Accelerated Repair Program was accepted into the MSBA program and the feasibility and design process may now begin. It was noted by going through the MSBA process the tri towns will save millions of dollars.

9. Public Comment- 6 PM – *There was none.*

10. 35 Villate Road 40B Project Update - Project Eligibility Letter from MassHousing

J. Sultzbach reviewed the town filed a comment letter in response to the proposed project at 35 Village Road. He commended Department Heads, boards/committees for successfully highlighting issues and reservations expressed by residents. The State found the proposed project appeared generally eligible under the requirements of the program subject to final review of eligibility and approval. The developer may now file the plan with the Zoning Board of Appeals.

11. Town Administrator Annual Review – B. Cresta

The Board completed their individual reviews and comments on J. Sultzbach's annual review including personal characteristics, professionalism, public relations, communication, community leadership, organization, personnel management, financial management, and planning. It was noted J. Sultzbach shows integrity, honesty, and respect in his interactions and sets a positive example. The overall review was a 4.6/5.

B. Cresta read some of the thoughtful comments to show how proud the Board is of the Town Administrator and opined the Board made the right choice to hire J. Sultzbach and were fortunate to have him.

J. Sultzbach responded with thanks and appreciation in serving the community, and crediting the staff for their assistance.

12. Veterans Day Proclamation

The Board signed the Proclamation.

Vote: On a motion by Kassiotis, seconded by Prentakis, the Board approved the Veterans Day Proclamation.

13. Library Director Search Update – J. Bresnahan, Acting Library Director

J. Bresnahan reviewed two candidates were interviewed for the Library Director position and Joanne Breen was made an offer and negotiations began. She since informed J. Bresnahan she would not be accepting the offer and would remain in her current position.

After internal discussions the town will post for an interim Library Director at 35 hours, with the hopes of bringing someone in as soon as possible to give the town time to do a Director search after the holidays.

J. Bresnahan publicly recognized the library staff for putting in extra hours to keep programs going and books circulating in the absence of a Director and mentioned their enthusiasm for the Flint Library was infectious.

In response to the Board's questions, J. Bresnahan spoke briefly on the Director's salary range & benefits, marketing strategy and timeline. A general discussion ensued.

The Chair, Board, and Town Administrator recognized and thanked J. Bresnahan for her interim work as Library Director.

14. Updates & Announcements

Veterans Day Ceremony will be held Tuesday November 11 at 11am on the lawn of the Flint Library

Select Board Meeting dates: November 18; December 2 & 16

Meeting Documents:

- Warrant 2609 & FP73
- Minutes: October 21, 2025 OS & ES 1 & 2
- Memo: J. Sultzbach to Select Board RE: Middleton Social Services Advisory Group 11.4.25
- Presentation: MA SNAP Update –10.29.25
- Building Inspector/PT position: Letter of Interest; Resume: J. Cooney, III
- Presentation CDM Smith: Middleton Rubchinuk Landfill – 11.4.25
- Memo: J. Sultzbach to Select Board RE: Surplus Property 11.4.25
- Letter: MSBA to J. Sultzbach RE Fuller Meadow School roof replacement project 10.29.25
- Letter: MSBA to J. Sultzbach RE Masconomet Regional High School /Middle School roof and heat pump conversion replacement project 10.29.25
- Letter: MassHousing Re: Ferncroft Apartments, Middleton Project Eligibility/Site Approval MassHousing ID No. 1291

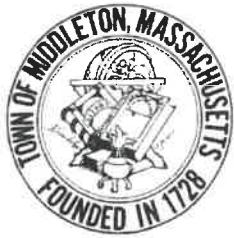
Adjourn- *The Board voted unanimously to adjourn at approximately 7:18 pm.*

Catherine E. Tinsley 11.21.25

Catherine Tinsley, Recording Secretary
The minutes were prepared from video.

Debbie Carbone, Select Board Clerk

Respectfully submitted as approved by the Select Board at the _____ meeting.



Town of Middleton
Office of the Town Administrator
Memorial Hall
48 South Main Street
Middleton, MA 01949

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To: The Select Board
From: J.J. Dimino, Interim Administrative Assistant
Re: Citizens Academy Graduation
Date: November 25, 2025

It is with great excitement we announce that November 13th marked the end of Middleton's first ever Citizens Academy. Eighteen citizens of Middleton, ranging from lifelong residents to some of our newest neighbors, have now graduated as our first class from this program.

They attended two-hour sessions spanning eight weeks where we covered seventeen departments, countless boards and committees, and the role of Town Meeting. But not only did they attend: they participated, took notes dutifully, and asked thoughtful questions.

Highlights of the program included site visits to the Fire Station, Library, and Schools; in-depth presentations by town department heads; and a Mock Town Meeting where residents were able to learn from the Town Clerk and Town Moderator about asking questions, making comments, and voting at Town Meeting.

Thank you to all of the attendees for their time, enthusiasm, and participation in our first year of the program. We have received wonderful feedback from residents including compliments to our department heads for their hard work, commitment, and knowledge; in addition to some topics residents hope to see in the future.

This would not have been possible without the many department heads, appointed officials, and elected officials who took time to share their passion and expertise on their department and the town at-large, to them, thank you. Many department heads shared how much they appreciated the one-on-one interactions with residents and the excellent questions that the participants asked during their sessions.

We hope to continue this program again next year and look forward to seeing the Citizen Academy graduates utilizing their knowledge of, and passion for local government.

Fall 2025 Middleton Citizen Academy Graduates

Name	
Abigail	Parcellin
Pamela	Adams
Margaret	Alfonso
Norma	Andreucci
Richard	Andreucci
Deodato	Arruda
Anthony	Carideo
Diane	Carideo
Phoebe	Ericson
Judy	Gallerie
Claudia	Johnson
Diane	Johnson
Emily	LeBlanc-Perrone
Marilyn	Maione
Rachel	Nemeth
Ted	Novakowski
Kyle	Smith
Ellen	Strobel

TOWN OF MIDDLETON

OFFICE OF THE TOWN ADMINISTRATOR

3

48 South Main Street, Middleton, MA 01949

Telephone (978) 777-3617
justin.sultzbach@middletonma.gov

TO: Select Board
FROM: Justin Sultzbach, Town Administrator
DATE: December 2, 2025
RE: Winter Parking Ban Policy

Board Members,

Following feedback from your most recent meeting, please see the draft Winter Parking Ban Policy below.

Town of Middleton, Massachusetts Winter Parking Ban Policy

Effective: November 1 – April 1

Purpose: To keep roads safe and clear for snow plowing, salting, and emergency vehicles.

1. Overnight Parking Advisement

From November through March, on-street parking is discouraged between 1:00 AM and 6:00 AM on any public road in Middleton. Vehicles may be asked to move at the discretion of the Middleton Police Department.

2. Winter Weather Emergency Parking Ban

During winter weather events, the Town may declare a **Winter Weather Emergency**.

When a Winter Weather Emergency is declared:

- **No on-street parking is allowed at any time** until the ban is lifted.
- Vehicles left on the street may be **ticketed or towed**.

Winter Weather Emergency alerts will be shared through the Town website and social media and will declare a start and end time for enforcement. Independent of these alerts, vehicle owners are respectfully asked to remain reasonably aware of upcoming weather events and act accordingly.

3. Enforcement

Violations of this policy may result in:

- Parking fines
- Towing/Storage fees

4. Special Situations

If a resident has no off-street parking or special circumstances, they may request temporary relief from the Middleton Police Department. Approval is not guaranteed.



5
A

TOWN OF MIDDLETON

RELEASE AND RIGHT OF ENTRY

LOCATION:

I _____, the undersigned, am voluntarily entering Town Property for the purpose of viewing surplus supplies as part of a potential sale. I understand and hereby remise, release and forever discharge the owner, municipality, its employees, agents, attorneys, (jointly "Released Parties",) from all debts, demands, actions, causes of action, suits, sum and sums of money, accounts reckonings, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, damages, and liabilities of every kind, nature and description whatsoever, both in LAW and EQUITY, which against the said Released PARTIES I now have, ever had, or will have, related to my entry onto Town Property and any materials obtained. The undersigned further agrees to indemnify and hold harmless the Released Parties, from any costs or damages related to the entry and any materials obtained pursuant to the within Release.

In exchange for said indemnification and release, the Town grants the undersigned temporary access to the Property for the limited purpose as stated above and ownership of the following materials: _____ for \$ _____, said materials being delivered in "as is" condition without warranty of fitness for any particular use.

EXECUTED AS SEALED INSTRUMENT THIS DAY

NAME (Print): _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____ **DATE:** _____

NAME (Print): _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____ **DATE:** _____

5B



Name	License Number
Alcohol	
Dave's Liquors (Mahin Corporation)	90584-PK-0704
Fast Freddie's (J & A Convenience Inc)	00039-PK-0704, CV-33, GA-6
Mercato Magia Corp	07803-RS-0704, CV-64, ENT-14
Richdale (J & M Convenience Store)	00041-PK-0704, CV-32, GA-2
NOT YET ISSUED - Town Liquors (JU, Inc)	90660-PK-0704
Tung's Taste	03739-RS-0704, CV-31
Vinum Liquors	00040-PK-0704
Contigent on Inspection Passage	
Doubletree Boston North Shore (Aimbridge	06783-HT-0704, CV-23, ENT-4
Summit's Place (Sheela and Sons Corp)	07898-RS-0704, CV-62
Alcohol - Seasonal	
Common Victualler Non-Alcohol	
Aroma Joe's (Rope Tow Holdings, LLC)	CV-61
Baked n' Boozy DBA The Bread Basket	CV-70
Dairy Queen (Middleton ICA LLC)	CV-63
Danvers Fish & Game Club	CV-3, M-3, M-2
Dunkin Donut Shop (Fabio Donuts Inc)	CV-40
Dunkin Donuts (RPD Donut Inc)	CV-11
Dunkin Donuts (In Sports LLC)	CV-58
Farmer Brown's (Farmer Brown's Inc)	CV-48
Freddy's Place	CV-18
J C Pizza & Grill at Sports Center Inc.	CV-57
Lisha & Nirali Fuel Inc. DBA US Gas, A and M	CV-42, GA-10
Mutz Pizzeria (Sumilil Company)	CV-17
Paradise Family Golf (Five H LLC)	CV-52, A-1
Richardson's Farm Inc	CV-20
Contigent on Inspection Passage	
Dunkin Donut Shop (Maple St Donuts LLC)	CV-26
Acaland DBA Best Bagels	CV-67
Best Bagels	CV-55
Darya's Café	CV-56
McDonalds (King & Khosla)	CV-39
Sol Bean Café	CV-12
Starbucks Coffee (Starbucks Corporation)	CV-54
Class II	
Alba Auto	MVII-15
Alliance Motor Group (VBoston Associates Inc)	MVII-13
Auto Choice of Middleton (BAM Motors LLC)	MVII-5
Auto Export	MVII-14
Cars Helping America (Johnny Car Craft Auto	MVII-8
Discount Auto Sales	MVII-10
North 5 Auto Sales	MVII -11

RAC Automotive	MVII-1
Class III	
Eldy's Automotive Inc	MVIII-1
Gasoline Pumps Only	
Golf	
Livery License	
Denis R LLC	LL-005
Denis R LLC Vehicle Registration	LL-005-1
Precious Metals	
Tesoro Boston (Parisi Hill LLC)	PM-1

**TOWN OF MIDDLETON
PRIORITIES AND GOALS
CY2026-CY2028**



**ADOPTED BY THE SELECT BOARD
DECEMBER 2, 2025**

Introduction: This document is intended as a guide for the Select Board, Town Administrator, and Town departments. It is intended to provide a broad framework within which we operate and direct our time, efforts, and resources. Commencement is expected during the identified time horizon, though completion may extend past the identified time horizon.

1. Continue to support the Town Building Committee to keep the public facilities project on budget and schedule. The project will be undertaken with a long-term view, ensuring it meets near and long term needs, minimizes operational costs, and takes advantage of modern building technologies.

Period of Performance: FY26

Milestones:

- **FY25-26:** Coordination of move-in, project close-out.
- **FY25-26:** Planning and execution of open house/community celebration.

2. Implement long view planning initiatives via Planning Board meetings and the Town website. Utilize these studies to link and leverage grant funding.

Period of Performance: FY26-27

Milestones:

- **FY26:** Deliver Comprehensive Zoning Review to Annual Town Meeting
- **FY26:** Continue and complete Rt. 114 Northern Corridor Study
- **FY26:** Middleton Square/Town Center Study
- **FY27:** Kick Off Master Plan Review Process

3. Conduct a Town-Wide Fee Study.

Period of Performance: FY26-27

Milestones:

- **FY26:** Continue fee study; recommend changes for Select Board adoption
- **FY26:** Implement findings into FY27 budget

4. Develop information technology with additional projects through the Regional IT Collaborative and newly funded IT position.

Period of Performance: FY26-27

Milestones:

- **FY26:** Connect to regional fiber network, continue to migrate away from paper records
- **FY26:** Deliver an IT system for the new Public Safety and Town Hall buildings that will communicate with the rest of the Town network.

5. Increase recruitment strategies for volunteers and committees.

Period of Performance: FY26-27

Milestones:

- **FY26-27:** Promote vacancies using multiple means

- **FY26-27:** Build pipeline of engaged and knowledgeable volunteers and link their experience with pertinent boards and committees.
- **FY27:** Continue to hold citizen academy

6. Compile complete list of Town Owned properties. Examine paths forward to surplus, develop, or preserve where appropriate.

Period of Performance: FY26-FY27

- **FY26:** Sell the Middleton Police Station
- **FY26:** Complete exploratory phase of Middleton Fire Station demolition
- **FY26-FY28:** Partner with private entity to redevelop Memorial Hall into Affordable Housing
- **FY26-FY28:** Partner with private entity to redevelop Old Town Hall, or sell outright

7. Identify opportunities to study and address town wide traffic concerns and development.

Period of Performance: FY26-FY27

- **FY26:** Begin Design phase for redesign of Rt.114 & Rt.62 intersection.
- **FY27:** Bid/Construction phase for redesign of Rt.114 & Rt.62 intersection.

8. Renew focus on employee engagement, satisfaction, and appreciation for recruitment and retention

Period of Performance: FY26-FY27

- **FY26:** Continue with periodic, systematic review of salary surveys in relation to compensation in peer communities.
- **FY26:** Prioritize employee health and wellness as part of staff trainings.
- **FY26:** Continue where budgeting allows the progress towards increasing the Town contribution to health care split up to 70/30.

9. Overall communications strategies

Period of Performance: FY26-FY27

- **FY26:** Continue pre town meeting
- **FY26:** Increase public and internal communications with boards and committees.
- **FY26:** Continue Department Head updates on a regular basis.

10. Long Term Planning

Period of Performance: FY26-FY27

- **FY26:** Develop and present a long-term plan (beyond goals) mapping out the next 5-10 years in Middleton. Update on an annual basis and present at the start of each Fiscal Year.

11. Middleton 300th Anniversary Celebration – 2028

Period of Performance – FY26-29

- **FY26:** Establish Committee for 300th Anniversary Activities
- **FY26:** Work with Town Departments to support Anniversary Activities

12. Development and Housing

Period of Performance – FY26-29

- **FY26:** Ensure large scale developments (Villebridge, 35 Village Rd) are properly vetted through a vigorous public process to ensure Middleton meets its legal obligations while simultaneously defending and advocating for the best interests of the people of Middleton.

- **FY26:** Hold public conversations relative to 40b developments, our obligations, as well as parallel opportunities relative to housing stock and reaching the 10%SHI safe harbor to better control and shape – and where appropriate, limit - future large scale development in Middleton.
- **FY26:** Revisit the funding of a Housing Production Plan through the capital process.

13. Budgetary

Period of Performance – FY26-29

- **FY26:** Close out all open Collective Bargaining Agreements.
- **FY26:** Build out a transitional, zero base budget for FY27 that will absorb operational fluctuations in cost that will come with the move to the new Municipal Complex
- **FY27:** Continue with commitment to hold back any operating budget overrides, deliver balanced FY28 budget. Continue analysis relative to organizational needs.
- **FY28:** Continue with commitment to hold back any operating budget overrides, deliver balanced FY29 budget. Continue analysis relative to organizational needs, projections for potential operational override to accommodate a FY30 budget.

December 2, 2025
Middleton Select Board

Brian Cresta, Chair

Deborah Carbone, Clerk

Jeffrey Garber

Rick Kassiotis

Kosta Prentakis

Justin Sultzbach, Town Administrator

Jackie Bresnahan, Assistant Town Administrator/HR Director

(9)

**TOWN OF MIDDLETON
EMPLOYMENT CONTRACT
ACTING TOWN ADMINISTRATOR**

This Agreement made and entered into this **Day of December, 2025**, by and between the Town of Middleton, Commonwealth of Massachusetts, a municipal corporation, acting by its Select Board, hereafter referred to as the "Board" and Jacqueline R. Bresnahan, hereinafter referred to as the "Acting Town Administrator" or "Ms. Bresnahan."

In consideration of the promises herein contained, the parties mutually agree as follows:

WHEREAS, the Town desires to employ the services of said Jacqueline R. (Jackie) Bresnahan as Acting Town Administrator during the period of the Town Administrator's parental leave; and

WHEREAS, it is the desire of the Board to provide certain benefits, establish the conditions of employment, and set the salary of said Acting Town Administrator; and

WHEREAS, it is the desire of the Board to appoint the Acting Town Administrator and to provide inducement for her to remain in such employment until the return of the Town Administrator; and

WHEREAS, the parties intend that this Employment Agreement shall be for a four-week term to commence upon the start of the Town Administrator's parental leave and end upon his return; and

WHEREAS, Ms. Bresnahan currently holds the position of Assistant Town Administrator/HR Director and will resume said position after her term as Acting Town Administrator;

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

SECTION I: FUNCTIONS & DUTIES

The Town agrees to employ said Jackie Bresnahan as Acting Town Administrator. The Acting Town Administrator shall perform the functions and duties of the chief administrative officer of the Town of Middleton as described by the Middleton Town Charter, and such other duties and functions as the Board shall, from time to time, legally assign to her.

SECTION II: TERM

- A. This Agreement shall have a term beginning upon the start of the Town Administrator's four (4) week Parental Leave and complete upon his return, unless earlier terminated.

- B. The Board, in its sole discretion, may terminate Ms. Bresnahan's service as Acting Town Administrator by written notice no less than seven (7) days prior to the effective date of such termination. Upon such termination, Ms. Bresnahan shall be immediately reinstated to her position as Assistant Town Administrator/HR Director.
- C. Ms. Bresnahan may terminate her service as Acting Town Administrator by written notice no less than seven (7) days prior to the effective date of such termination. Upon such termination, Ms. Bresnahan shall be immediately reinstated to her position as Assistant Town Administrator/HR Director.
- D. This Agreement shall automatically terminate upon the return of the Town Administrator from his four (4) week parental leave.
- E. This Agreement may be extended through a written amendment by mutual agreement of the Parties.

SECTION III: COMPENSATION

A. **Base Salary:**

The Acting Town Administrator shall be paid an annualized base salary of **\$212,000**, effective at the start of the Town Administrator's four (4) week parental leave and continuing through the end date of this agreement.

The salary for the Acting Town Administrator shall be payable in bi-weekly installments at the same time as other Town departments, pro-rated for each partial week in which she serves as Acting Town Administrator.

- B. For the purposes of the Fair Labor Standards Act, the Acting Town Administrator shall be an "exempt employee."
- C. All compensation paid by the Town shall be conditional upon the Acting Town Administrator performing the services required of said Acting Town Administrator.

SECTION IV: BENEFITS

- A. **Vacation Leave:** The Acting Town Administrator shall be entitled to earn the same days of earned vacation leave each fiscal year as she would have as the Assistant Town Administrator/HR Director, on a fiscal year basis. Unused vacation leave may be carried over by the Acting Town Administrator at the end of fiscal year FY 26 into FY 27 subject to a maximum accrual carryover of ten (10) days, given the additional time she may need to devote to Town operations during the acting period.

- B. **All Other Benefits:** In addition, the Acting Town Administrator shall be entitled to such other benefits generally provided to Town department managers, subject to this Agreement.
- C. All benefits and obligations of the Town shall be conditional upon the Acting Town Administrator performing the services required of said Acting Town Administrator.

SECTION V: EXPENSES

Expenses: The Acting Town Administrator shall be reimbursed for any reasonable expenses incurred in the performance of her duties, or as an official representative of the Town. If the Acting Town Administrator leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings, she shall be paid for each day of preparation and attendance at the trial on a per diem basis based on her salary at the time of her separation from employment from the Town. This section shall survive the termination of this Agreement.

SECTION VI: OUTSIDE ACTIVITIES

The Acting Town Administrator may accept speaking, writing, lecturing, teaching, or other paid engagements of a professional nature as she sees fit, provided they do not interfere with the performance and discharge of her duties and responsibilities as Acting Town Administrator. Any such engagements, activities, or work must be approved in advance by the Board, whose approval will not be unreasonably delayed or denied, and shall not be in violation of the Massachusetts Conflict of Interest Law, M.G.L. c. 268A.

SECTION VII: HOURS OF WORK

The Acting Town Administrator shall normally work at least forty (40) hour work weeks. The Acting Town Administrator recognizes that her job duties may require her to work beyond forty (40) hours per week in order to fulfill her obligations as a professional employee, including attendance at evening meetings.

It is recognized that the Acting Town Administrator must devote a great deal of time outside of normal office hours to the business of the Town and to that end the Acting Town Administrator will be allowed to take reasonable compensatory time off as she shall deem appropriate during said normal office hours.

The Acting Town Administrator will devote full time and attention to the business of the Town and will not engage in any other business, except with the prior approval of the Board as described above in Section IX.

SECTION VIII: BONDING & INDEMNIFICATION

A. The Town shall defend, save harmless, and indemnify the Acting Town Administrator against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Acting Town Administrator, even if said claim has been made following her termination from employment, provided that the Acting Town Administrator acted within the scope of her duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Acting Town Administrator.

B. The Town, or its designee/insurer, shall select the Acting Town Administrator's attorney and determine if separate counsel is required. The Town shall be responsible to remit payment for any attorneys' fees and costs incurred by the Acting Town Administrator in connection with such claims or suits involving the Acting Town Administrator in her professional capacity. Notwithstanding the foregoing, if the Acting Town Administrator refuses counsel selected by the Town, indemnification may be denied.

C. This indemnification shall also apply to the Acting Town Administrator after she leaves the employment of the Town.

D. The Town shall bear the full cost of any fidelity or other bonds required of the Acting Town Administrator.

E. This section shall survive the termination of this Agreement.

SECTION IX: SEVERABILITY

If any provision or any portion thereof of this Agreement is found to be unconstitutional, invalid or unenforceable, it shall not affect the remainder of said Agreement but said remainder shall be binding and remain in full force and effect.

SECTION X: COUNTERPARTS

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall be deemed one and the same instrument.

SECTION XI: GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

SECTION XII: NOTICES

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail to her last known residence, in the case of the Acting Town Administrator, or the Chairperson of the Select Board in the case of the Town.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this _____ day of December in the year 2025, such Agreement to be effective at the start of the Town Administrators four (4) week parental leave, termination upon his return, subject to the provision of Section II above.

Jacqueline R. Bresnahan
Assistant Town Administrator/HR Director

The Town of Middleton by its Select Board:

Brian Cresta, Chair

Debbie Carbone, Clerk

Jeffrey Garber

Rick Kassiotis

Kosta Prentakis

Justin Sultzbach
Town Administrator