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November 9, 2026

Via Electronic Mail

John DiPiano
6 Trager Road
Marblehead, MA 01945
probateandfamily@gmail.com

RE: Open Meeting Law Complaint
Public Body: Town of Marblehead Select Board, Finance Committee, and School Committee; "Administrator"; and "School Superintendent"
Specific Person(s): Thatcher Kezer; John Robidous; Dan Fox; Kate Shmeckpeper; and Molly Teets
Complainant: John DiPiano
Alleged Violation Date: October 19, 2026
Date Received: October 20, 2026

Dear Mr. DiPiano:

The Town of Marblehead's Select Board, Finance Committee, and School Committee (the "Boards") have received and reviewed the above-captioned Open Meeting Law complaint, attached hereto as Exhibit A, in which you allege that, on October 19, 2026, a subcommittee created by the Town's Memorandum of Understanding regarding the FY27 Override Framework and FY27-29 Financial Management Plan (the "MOU") convened outside of a duly noticed open meeting.

The MOU reads, in pertinent part, as follows:

> Joint Financial Review. Beginning in FY27, the Town Administrator and Superintendent will report at least quarterly to the Chairs of the Select Board, School Committee, and Finance Committee regarding the Town's fiscal position, including projected revenues and expenditures for the coming fiscal year.

The Open Meeting Law applies to public bodies only. The law defines a "public body" as a "a multiple member board, commission, committee or subcommittee within the executive or legislative branch or within any county, district, city, region or town, however created, elected, appointed or otherwise constituted, established to serve a public purpose[.]" G.L. c. 30A, § 18. The Open Meeting Law defines a "subcommittee" as "any multiple-member body created to advise or make recommendations to a public body." *Id*.

Here, the MOU's "Joint Financial Review" provision does not create a multiple-member body. The provision does nothing more than require that the Town Administrator and Superintendent each report to the Select Board Chair, the Finance Committee Chair, and the School Committee Chair on a quarterly basis regarding the Town's fiscal position. There is no requirement that any of these individuals meet, let alone that they meet as a group.

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730 Main Street, Suite 1F
Millis, MA 02054

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227 Union Street, Suite 606
New Bedford, MA 02740

Moreover, even if the "Joint Financial Review" provision did create a subcommittee or some other multiple-member body, to be deemed a "public body" subject to the Open Meeting Law, said body must (1) be within government and not excluded from the definition of public body; (2) be a body empowered to act collectively; and (3) serve a public purpose. *See* OML 2025-30; OML 2024-195; OML 2024-118; 2017-120; OML 2010-1.

A public body is not empowered to act collectively where it serves a solely administrative function by compiling data and providing information to a municipality; has no quorum requirements; takes no votes; makes no formal recommendations to a public body; and is not empowered with decision-making or policy-advisory authority. *See* OML 2024-159; OML 2013-56. A public body likewise fails to satisfy this requirement where it "serv[es] only as [a] liaison[] to keep [public bodies] informed." OML 2024-159; *see also* OML 2023-231 (stakeholder group that had no fixed membership, had no quorum requirement, took no votes and was created to share information, ideas, and advice with staff of the Department of Environmental Protection did not satisfy the second factor).

Just like the Division of Open Government (the "DOG") determinations referenced above, the individuals referred to in the "Joint Financial Review" provision: serve a solely administrative function by compiling data and providing information; have no quorum requirement; take no votes; make no formal recommendations to a public body; are not empowered with decision-making or policy-advisory authority; have no set membership; and lack authority to take any action whatsoever. As put by the DOG in OML 2024-159, the Town Administrator and Superintendent serve only as "liaisons" to keep the Select Board, the Finance Committee, and the School Committee informed.

Hence, the MOU's "Joint Financial Review" provision does not create a public body and, as such, your allegations are wholly outside the scope of the Open Meeting Law.

Lastly, the Division of Open Government likewise declines to review allegations against individuals who are not acting in their capacity as members of a public body. The Open Meeting Law applies only to public bodies and individuals acting as public body members. *See* G.L. c. 30A, §§ 18-25. The OML defines "public body" as "a multiple-member board, commission, committee or subcommittee . . . however created, elected, appointed or otherwise constituted, established to serve a public purpose[.]" G.L. c. 30A, § 18. Any alleged misconduct that the "Specific person(s)" named in your complaint engaged in when acting outside their capacity as such is therefore not subject to the Open Meeting Law. *See* OML 2019-152, n.3; OML Declination 5-16-25 (Fitchburg Board of Health); OML Declination 5-16-19 (Bourne Town Clerk); OML Declination 4-13-2020 (Town of Plymouth).

We trust that this satisfies your concerns and appreciate your efforts to ensure the Boards' compliance with the Commonwealth's Open Meeting Law.

Very truly yours,

/s/ Alexander M. Castro

Alexander M. Castro
Town Counsel

cc: Marblehead Select Board
Marblehead School Committee
Thatcher Kezer
Division of Open Government

Exhibit A

OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Your Contact Information:

First Name: John Last Name: DiPiano

Address: 6 Trager Road

City: Marblehead State: MA Zip Code: 01945

Phone Number: 617-960-7798 Ext.

Email: probateandfamily@gmail.com

Organization or Media Affiliation (if any):

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/ town, county or region, if applicable): Administrator, School Superintendent, Select Board, School Committee, Finance Committee

Specific person(s), if any, you allege committed the violation: Thatcher Keezer, John Robidoux, Dan Fox, Kate Shmeckpeper, Molly Teets

Date of alleged violation: 10/19/2026

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

See attached statement incorporated by reference herein

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

See attached statement incorporated by reference herein.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____ **Date:** 10/20/2026

For Use By Public Body	*For Use By AGO*
Date Received by Public Body:	*Date Received by AGO:*

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe that the alleged violation was intentional, please say so and include the reasons supporting your belief.

Between 04.29.26 – 05.04.26 town officials formed a local town subcommittee (see attached Memorandum of Understanding ("MOU")), p. 4, Par. "C", which is a "public body" subject to the provisions of G.L. c. 30A & 940 CMR 29.00. Said subcommittee was formed with the express, written purpose of conducting a "joint financial review". Present subcommittee members are as follows: Thatcher Keezer, III, Town Administrator, John Robidoux, School Superintendent, Dan Fox, Select Board Chair, Kate Shmeckpeper, Esq. School Committee Chair, Molly Teets, Finance Committee chair. Said subcommittee met in a CLOSED meeting on or about October 19, 2026 to discuss Marblehead's fiscal position, including projected revenues and expenditures for the coming (2027) fiscal year. Said meetings were not noticed in accordance with open meeting law/CMR requirements.

The MOU forming the subcommittee did not specify closed subcommittee sessions. The meeting was mentioned in a local media publication.

Insofar as Dan Fox, who, according to media reports, scheduled the closed subcommittee meeting without prior notice in the public MOU and Attorney Shmeckpeper, who was recently elected to the School Committee on a platform of transparency formed and participated in closed session without notice to the community in accordance with G.L. c. 30A / 940 CMR 29.00 *et seq*, it is my belief that this alleged public meeting law violation was an intentional act to thwart the intent, meaning and requirement of Massachusetts Open Meeting Law provisions.

What action do you want the public body to take in response to your complaint?

1. Each Board or Committee herein implicated should vote and acknowledge the public meeting law violation that has taken place and shall vote that no further closed meetings of the aforementioned subcommittee shall occur.

2. Each person herein identified shall be required to attend MA Public Meeting Law training, at their sole individual expense, if any, and shall not use public funds for said training.

3. Dan Fox and Kate Shmeckpeper shall be voted out of the roles of Chair of their respective committees.

Attached: Media excerpt. 2026 MOU

Marblehead officials will hold their first formal joint financial review later this month, fulfilling a requirement of a memorandum of understanding signed by town and school leaders last spring.

The agreement was reached as officials urged residents to support a three-year, $15 million Proposition 2½ override, which voters approved in May.

Select Board Chair Dan Fox said the review will take place the week of Oct. 19.

"As per the MOU, Joint Financial Review section, the town administrator and superintendent will be reporting to the chairs of the Select Board, School Committee and Finance Committee," Fox said. That meeting will not be open to the public.

Fox said he plans to present a summary of the financial review at the Select Board's Oct. 28 meeting.

TOWN OF MARBLEHEAD
MEMORANDUM OF UNDERSTANDING REGARDING THE FY27 OVERRIDE FRAMEWORK AND FY27-29 FINANCIAL MANAGEMENT PLAN

Whereas, the Town of Marblehead seeks to exercise fiscal discipline while continuing to provide quality municipal and educational services and acknowledges that budgetary limitations in each fiscal year may require the Town to prioritize the utilization of available resources to achieve the Town's goals and objectives; and

Whereas, the Town of Marblehead is facing a $7.7 million budget deficit for Fiscal Year 2027 and intends to present a Proposition 2 1/2 general override to voters in the Spring of 2026; and

Whereas, the Select Board, School Committee and Finance Committee wish to make a public commitment to the residents and taxpayers of the Town of Marblehead regarding the structure and implementation of the proposed override for Fiscal Years 2027-2029;

Now therefore, the Select Board, School Committee and Finance Committee agree to the following parameters and pledge to work together in Fiscal Years 2027 to 2029 to achieve balanced budgets consistent with this Memorandum of Understanding ("MOU").[1]

Definitions

Draw: Increase the tax levy.
Free Cash: The remaining, unrestricted funds from the prior fiscal year as certified by the Massachusetts Department of Revenue, Bureau of Accounts, in accordance with Massachusetts General Laws.
Override: An authorization by Marblehead voters in accordance with M.G.L. c. 59, § 21C (commonly known as Proposition 2 ½) to raise the Town of Marblehead's property tax levy limit.
Stabilization Fund: The Town's fiscal reserve account established under M.G.L. c. 40, § 5B and maintained by the Town as a financial resource to mitigate the impact of revenue shortfalls, unanticipated expenditures, emergencies, and other fiscal uncertainties. The Stabilization Fund may be appropriated only by a two-thirds vote of Town Meeting.
Town of Marblehead: When used in this MOU, "Town" or "Town of Marblehead" refers to all combined departments, including both municipal and school departments.

[1] While current boards and committees cannot bind their successors, we expect that future boards and committees will honor and respect this public pledge of fiscal management consistent with the parameters set forth in this MOU.

Override Structure and Reporting

A. The Town will seek a Proposition 2 ½ general override for operating costs (the "Override") in the Spring of 2026. It will be presented to voters as a multi-tier Override, with each tier covering Fiscal Years 2027-2029.
   a. The Town will separately propose a Proposition 2 ½ override in the Spring of 2026 to fund the cost of curbside trash collection. That override request is not addressed by this MOU.

B. If the Override is approved by voters, no further Proposition 2 ½ general overrides will be sought until at least FY2030, regardless of which tier is successful.

C. The tiers will be structured and utilized as follows:

   a. Tier 1: Restore will ask voters to approve an Override that increases the Town's levy capacity by $9,000,000.
      i. In FY27, the Town will Draw no more than $1,269,564 from Override funds. In particular, no more than $1,269,564 will be Drawn from Override funds to cover expenses in the municipal budget and no more than $0 will be Drawn from Override funds to cover expenses in the school budget.
      ii. In FY28, the Town will Draw no more than $5,014,899 from Override funds. In particular, no more than $718,849 will be Drawn from Override funds to cover expenses in the municipal budget and no more than $4,296,050 will be Drawn from Override funds to cover expenses in the school budget.
      iii. In FY29, the Town will Draw no more than $2,715,537 from Override funds. In particular, no more than $811,587 will be Drawn from Override funds to cover expenses in the municipal budget and no more than $1,903,950 will be Drawn from Override funds to cover expenses in the school budget.

   b. Tier 2: Stabilize will ask voters to approve an Override that increases the Town's levy capacity by $12,000,000.
      i. In FY27, the Town will Draw no more than $2,805,236 from Override funds. In particular, no more than $2,805,236 will be Drawn from Override funds to cover expenses in the municipal budget and no more than $0 will be Drawn from Override funds to cover expenses in the school budget.
      ii. In FY28, the Town will Draw no more than $5,987,063 from Override funds. In particular, no more than $1,009,991 will be Drawn from Override funds to cover expenses in the municipal budget and no more than $4,977,072 will be Drawn from Override funds to cover expenses in the school budget.
      iii. In FY29, the Town will Draw no more than $3,207,701 from Override funds. In particular, no more than $1,005,324 will be Drawn from Override funds to cover expenses in the municipal budget and no more than $2,202,377 will be Drawn from Override funds to cover expenses in the school budget.

   c. Tier 3: Invest will ask voters to approve an Override that increases the Town's levy capacity by $15,000,000.

i. In FY27, the Town will Draw no more than $4,296,718 from Override funds. In particular, no more than $4,296,718 will be Drawn from Override funds to cover expenses in the municipal budget and no more than $0 will be Drawn from Override funds to cover expenses in the school budget.
ii. In FY28, the Town will Draw no more than $6,323,515 from Override funds. In particular, no more than $1,170,782 will be Drawn from Override funds to cover expenses in the municipal budget and no more than $5,152,733 will be Drawn from Override funds to cover expenses in the school budget.
iii. In FY29, the Town will Draw no more than $4,379,767 from Override funds. In particular, no more than $1,030,267 will be Drawn from Override funds to cover expenses in the municipal budget and no more than $3,349,500 will be Drawn from Override funds to cover expenses in the school budget.

D. Beginning in January 2027, the Town Administrator's State of the Town Address shall include specific reporting regarding Override funds. At a minimum, that reporting shall include:
   a. A summary of all funds Drawn from the Override through the close of the prior fiscal year and the expenses to which those funds were allocated;
   b. A summary of the unutilized levy capacity through the close of the prior fiscal year;
   c. A summary of all Override funds budgeted for use in the current fiscal year's budget and the expenses to which those funds are allocated; and
   d. A summary of the anticipated unutilized levy capacity at the close of the current fiscal year.

E. Beginning in January 2027, the Superintendent shall annually report at a School Committee meeting:
   a. A summary of all funds Drawn from the Override through the close of the prior fiscal year for school budget expenses and the expenses to which those funds were allocated; and
   b. A summary of all Override funds budgeted for use in the current fiscal year's school budget and the expenses to which those funds are allocated.

Available Revenue Forecasting

A. Revenue Forecast. The funds requested in the Override are based on the FY27-29 Revenue Forecast attached here to as Exhibit A ("Revenue Forecast"). Net unrestricted revenue excluding any funds levied through the Override will be allocated as follows for budgeting purposes: 62% allocated to the School Budget; 38% allocated to the Municipal Budget. This formula will apply through the creation of the FY29 budget, regardless of the accuracy of the Revenue Forecast. Prior to the preparation of the FY2030 budget, the Select Board, School Committee, and Finance Committee will review and evaluate the effectiveness of this method of revenue allocation.

B. Revenue Assumptions. The Revenue Forecast includes certain assumptions regarding revenue and expenditure growth. Variability in those projections will be addressed as follows:

a. *Free Cash*: The Revenue Forecast assumes the policy of decreasing the reliance on Free Cash in the operating budget by allocating $1 million less in Free Cash to the budget on an annual basis.
    i. In the event certified Free Cash exceeds the forecasted amount, the overage will be allocated as follows: (a) $1 million will be held in unrestricted reserves; (b) $1 million will be allocated to the Stabilization Fund; (c) up to $2 million will be allocated for capital expenditures; and (d) Free Cash in excess of $4 million over the forecasted amount will be used to offset other liabilities, such as OPEB and Pension obligations.
    ii. In the event certified Free Cash comes in below the forecasted amount, there will be no change to the Override Draw for the applicable fiscal year and the Town will abide by the limits agreed to in the Override Structure and Reporting section of this MOU.
b. *Active Employee Health Insurance*: The Revenue Forecast assumes a 7% annual increase in Active Employee Health Insurance costs.
    i. In the event budgeted Active Employee Health Insurance costs exceed a 7% annual increase in any given fiscal year, there will be no change to the Override Draw for the applicable fiscal year and the Town will abide by the limits agreed to in the Override Structure and Reporting section of this MOU.
    ii. In the event budgeted Active Employee Health Insurance costs are below a 7% annual increase in any given fiscal year, those additional funds will be allocated to the Stabilization Fund.
c. *Retiree Health Insurance*: The Revenue Forecast assumes a 5% annual increase in Retiree Health Insurance costs.
    i. In the event budgeted Retiree Health Insurance costs exceed a 5% annual increase in any given fiscal year, there will be no change to the Override Draw for the applicable fiscal year and the Town will abide by the limits agreed to in the Override Structure and Reporting Section of this MOU.
    ii. In the event budgeted Retiree Health Insurance costs are below a 5% annual increase in any given fiscal year, those additional funds will be allocated to the Stabilization Fund.

C. Joint Financial Review. Beginning in FY27, the Town Administrator and Superintendent will report at least quarterly to the Chairs of the Select Board, School Committee, and Finance Committee regarding the Town's fiscal position, including projected revenues and expenditures for the coming fiscal year.

Other Commitments to Taxpayers

A. Minimize Impact on Taxpayers.
    a. The Town will engage in public outreach to maximize participation in property tax relief programs, including various tax exemptions, tax deferral options and the Senior Tax Work-Off Program.
    b. If approved by the Massachusetts Legislature, the Town will implement the new Means-Tested Senior Citizen Property Tax Exemption for FY27 and work directly with the Council on Aging to educate eligible residents.

c. The Town will actively pursue new revenue sources and identify ways to increase current revenue sources.
d. The Town will continue to seek efficiencies in all areas of the municipal and school budgets to find opportunities for cost savings and cost sharing across departments.

B. Maintain and Improve the Town's Financial Position.
   a. The Town will work to build the balance in the Stabilization Fund to 5% of the Town's operating budget and maintain that balance once reached per the Select Board Reserve Fund policy.
   b. The Town will continue making annual contributions towards its Pension and Other Post-Employment Benefits obligations consistent with or greater than past levels of contribution.

C. Extraordinary Circumstances. In the event of extraordinary and unforeseen external circumstances, such as a major natural disaster, public health emergency, or significant economic crisis, the terms of this MOU may be subject to review at the request of all three signature boards. Invoking this clause requires a favorable supermajority vote of each of the signature boards.

If the Override Fails

A. If the Override is not approved by voters, the Town will implement staffing and service reductions as of July 1, 2026, consistent with the balanced budget approved by the 2026 Town Meeting.

B. The Town will continue to allocate unrestricted revenue as follows for budgeting purposes: 62% allocated to the School Budget; 38% allocated to the Municipal Budget. This formula will apply for future years until replaced by a subsequent agreement of the Select Board, School Committee and Finance Committee.

C. The remainder of this MOU will not apply, and the Town will need to reevaluate its approach to service provision.

Implementation

The Select Board, School Committee, and Finance Committee shall each vote to approve and adhere to this Memorandum of Understanding as presented and authorize the respective chairperson to sign on behalf of the Board or Committee.

Proposed Votes

A. That the Select Board of the Town of Marblehead hereby votes to (1) approve and adhere to the Memorandum of Understanding regarding the FY27 Override Framework and FY27-29 Financial Management Plan dated April 7, 2026 attached hereto; (2) authorize the Chair of the Select Board to execute such MOU; and (3) authorize the Town Administrator to manage the implementation of said MOU on behalf of the Select Board in accordance with its terms.

B. That the School Committee of the Town of Marblehead hereby votes to (1) approve and adhere to the Memorandum of Understanding regarding the FY27 Override Framework and FY27-29 Financial Management Plan dated April 7, 2026 attached hereto; (2) authorize the Chair of the School Committee to execute such MOU; and (3) authorize the Superintendent to manage the implementation of said MOU on behalf of the School Committee in accordance with its terms.

C. That the Finance Committee of the Town of Marblehead hereby votes to (1) approve and adhere to the Memorandum of Understanding regarding the FY27 Override Framework and FY27-29 Financial Management Plan dated April 7, 2026 attached hereto; and (2) authorize the Chair of the Finance Committee to execute such MOU

Dan Fox, Chair of the Select Board — Date: 4/29/26

Al Williams, Chair of the School Committee — Date: 4/30/26

Alec Goolsby, Chair of the Finance Committee — Date: 5/4/26

Thatcher W. Kezer III, Town Administrator — Date: 4/29/2026

John Robidoux, Superintendent — Date: 4/30/26