



TOWN OF MILLIS

Erin T. Underhill, *Chair*
Craig W. Schultze, *Vice Chair*
Ellen Rosenfeld, *Clerk*

OFFICE OF THE SELECT BOARD

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041

Michael J. Guzinski
Town Administrator
mguzinski@millisma.gov

Karen Bouret DeMarzo
Assistant Town Administrator
kbouret@millisma.gov

SELECT BOARD MEETING AGENDA MONDAY, FEBRUARY 27, 2023; 7:00 PM VETERANS MEMORIAL BUILDING ROOM 229

	Topic	Time	Speaker
I.	Call to Order	7:00 PM	Chair Underhill
II.	Announcements Millis Beautification Day Office Hours – Rep. Arena DeRosa		
III.	Scheduled Appointments & Hearings		
23-035	Close ATM Warrant	7:00 PM	Chair Underhill
23-036	Request for Fee Waiver – Senior Project	7:05 PM	K. Bouret K. LaDuke
23-037	Review/Approval of Ambulance Billing Rates	7:10 PM	Chief Barrett
23-038	Hearing: Continuation of 1178 Main	7:15 PM	M. Recos D. Merrikin
23-039	Hearing: Grant of Location for Conduit at Rolling Meadow Drive	7:20 PM	K. Bouret C. Crosby
23-040	Discuss Future Plans for Lansing Millis Building	7:30 PM	R. Nichols R. Weiss
23-041	<ul style="list-style-type: none">Appoint Members of (3) Enterprise Funds Advisory CommitteeAppoint (2) Cultural Council MembersAppoint Department Assistant II Executive OfficeAppoint (2) On-Call Library Assistants	8:00 PM	Chair Underhill
IV.	Open Session Items		
23-042	Discuss FY24 Budget Proposals		

23-043	Review/Approval of Proposal for Comprehensive Response Actions at 12-14 Exchange Street	K. Bouret
23-044	Discuss Potential Legislative Earmarks for FY24	M. Guzinski
23-045	Ratify Contracts <ul style="list-style-type: none"> • Fire Chief • Professional Firefighters of Millis, Local 4704 	M. Guzinski
23-046	Board/Committee Liaison Updates	Sel. Underhill
23-047	Approval of Water/Sewer Commitment	M. Guzinski
23-048	Approval of DRAFT Minutes <ul style="list-style-type: none"> • 4/4/22 • 2/6/23 • 2/13/23 	Sel. Underhill

V. Executive Session

To conduct strategy sessions in preparation for negotiations with union personnel.
(SEIU)

To consider the purchase or lease of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body.

VI. Adjournment

Proposed Upcoming Meeting Schedule

Date	Time	Location
Monday, March 13, 2023	7:00 pm	Rm 229 VMB
Monday, March 27, 2023	7:00 pm	Rm 229 VMB
Monday, April 3, 2023	7:00 pm	Rm 229 VMB
Wednesday, May 3, 2023	6:30 pm	MS/HS Library & Auditorium Town Meeting

Select Board meetings are broadcast whenever possible through Millis Community Media on Comcast channel 11 and Verizon channel 38 and Zoom

Zoom (Broadcast only)

Meeting ID: 852 638 7223

Passcode: SBMeeting

Announcements



DON REYNOLDS MILLIS BEAUTIFICATION DAY

Sponsored by the
Millis Lions Club

Special thanks to the Millis Garden Club for your support.

Saturday, April 29th
9AM TO NOON

Registration can be done online at
<https://www.millisbeautificationday.org>

Rain or Shine

Please help clean up public areas all around town
Playgrounds Parks Roadways
Picnic Areas and More

For information or to pre-register contact
Jen Donehey 508-667-4326 millisbeautificationday@gmail.com

TAKE PRIDE IN MILLIS!
VOLUNTEERS NEEDED!

Parents/guardians need to sign
permission slip at registration.

Everyone needs to sign waiver at registration
as required by the Town of Millis.

Millis Office Hours

With Representative James Arena-DeRosa

When: Monday, March 6th

12:00-2:00PM

Where: Veterans Memorial Building

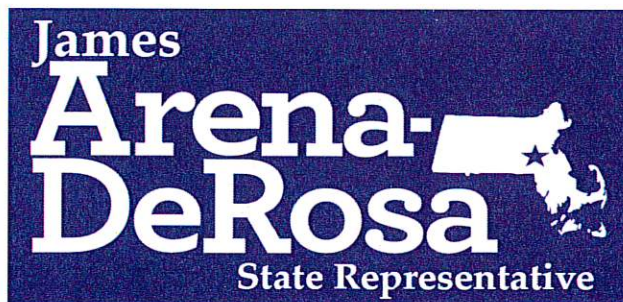
900 Main Street, Room 206

Millis, MA

Can't make it? Please contact the Representative's office:

- james.arena-derosa@mahouse.gov
- 617-722-2000 extension 7310

Stay tuned for upcoming virtual office hours!



23-035


Close ATM Warrant



TOWN OF MILLIS

TO: Select Board

CC: Karen Bouret DeMarzo, Operations Support Manager

FROM: Michael Guzinski, Town Administrator 

DATE: February 24, 2023

Close Annual Town Meeting Warrant – Draft Article List

Greetings,

I am recommending that the Board vote to close the Annual Town Meeting Warrant during your meeting on Monday. I have attached a first draft of the warrant articles we anticipate may be on the Spring ATM warrant (if approved by the Select Board). As you'll see, some of these items are funding dependent. There is a requested article from the Millis Energy Committee, and another from the Board of Health. As of today we have received one Petition article. We have enclosed these articles for your review.

We can discuss these matters in detail during your meeting on Monday.

Please let me know if you have any questions.

Thank you.

SPRING 05/03/2023 TOWN MEETING ARTICLE LIST

1. Unpaid Bills
2. FY23 Additional Wages and Expenses
3. FY24 Operating Budget
4. Sewer Enterprise Fund
5. Water Enterprise Fund
6. Stormwater Enterprise Fund
7. Consent Agenda:
 - Amendments to Personnel Plan
 - Board of Health Appointing Authority
 - Revolving Funds
 - Community Preservation Fund
8. Capital Items
9. Design and Construction of Sidewalks and Roads?
10. Tree Removal/Maintenance?
11. General Bylaw – Powers and Duties of the Town Administrator?
12. Establish Millis Net Zero Goal
13. Amend Plastic Bag Reduction Bylaw
14. Unemployment Insurance
15. OPEB Fund
16. Stabilization Fund
17. Petition Article – Wireless Infrastructure

Millis Net Zero Goal

The world has observed a dramatic increase in the level of Greenhouse gasses in our atmosphere over the past few decades. This is having a profound impact on our climate, which is driving environmental impacts such as rising temperatures and more frequent and intense weather patterns.

In response, private organizations, federal, state, and local governments worldwide are taking action to reduce greenhouse gasses and implement strategies to build a sustainable environment for us and future generations.

The Town of Millis therefore supports establishing a Millis Net Zero Goal which is intended to offset, reduce, and eliminate greenhouse gas emissions in our community by the year of 2050 or earlier. We encourage the Select Board, and all Town Boards and Committees to take action to outline a plan that is measurable, attainable, and aligned with State and Federal goals, which will allow the Town to potentially access State and Federal incentives to help offset costs that may be associated with meeting this Goal.

Submitted by the Millis Energy Committee

DRAFT

The Town of Millis, MA XXIII Plastic Bag Reduction Bylaw Amendments

Article XXIII- Plastic Bag Reduction:

The Purpose of this Bylaw is to eliminate the usage of plastic checkout bags by all retail stores in the Town of Millis and to promote the use of reusable bags. This Bylaw will help eliminate the usage of plastic checkout bags and encourage the use of reusable bags by consumers.

Definitions:

- Single-use Plastic Check-out Bag – Any film plastic that is 10 Mil or less that is provided by a retail establishment to a customer at the point of sale and is not a reusable, biodegradable or compostable carryout bag for use to transport or carry away purchased items, including but not limited to merchandise, goods and/or food.
- Enforcing Authority-Millis Board of Health
- Recyclable Paper Bag - A paper bag that is: a. 100 percent recyclable, including any handles b. contains at least 40% post-consumer recycled paper content; and c. displays the words “recyclable” (or a suitable symbol indicating that the bag is recyclable) and “made from 40% post-consumer recycled content” (or other applicable amount) in a visible manner on the outside of the bag.
- Retail Establishment - Any retail operation located in the Town which sells goods, food or provides personal services to the public, including restaurants, grocery stores and retail stores.
- Reusable checkout bag - A bag with stitched handles specifically designed for multiple reuse; and is either made of cloth or machine washable fabric or made of durable, non-toxic plastic generally considered a food-grade material. A Reusable checkout bag must have a minimum 80 GSM (grams per square meter) and may not be constructed of polyethylene or polyvinyl chloride or be less than 10 mil thickness.

Use Regulation:

- Single-use Plastic Check-out bags shall not be distributed, used or sold for checkout or other purposes at any Retail Establishment within the Town of Millis on or after July 1, 2020. Customers are encouraged to bring their own reusable shopping bags to stores. Retail or grocery stores are strongly encouraged to make reusable checkout bags or recyclable paper bags available either at no cost or for sale to customers at a reasonable price.

Exceptions:

- Single-use plastic bags used to contain dry cleaning, newspapers, produce, meat, bulk foods, wet items and other similar merchandise, typically without handles, may be distributed, used or sold at any retail or grocery store.

EFFECTIVE DATE

This Bylaw shall take effect six (6) months following approval of the Bylaw by the Attorney General or July 1, 2020, whichever is later.

ENFORCEMENT

This Bylaw shall be enforced by the Board of Health through non-criminal disposition.

Any Retailer distributing plastic checkout bags in violation of this Bylaw shall be subject to a non-criminal disposition fine as defined below. Any such fines shall be paid to the Town of Millis.

Violation of Bylaw:

1 st Offense	Warning
2 nd Offense	\$50
3 rd	\$100 Subsequent Offenses

TOWN OF MILLIS

NOVEMBER 4, 2019 FALL ANNUAL TOWN MEETING WARRANT

ARTICLE 1. To see if the Town will vote to amend the Town's General Bylaws by adding Article XXIII PLASTIC BAG REDUCTION BYLAW.

Article XXIII - Plastic Bag Reduction

The Purpose of this Bylaw is to eliminate the usage of thin-film single-use plastic bags by all retail stores in the Town of Millis and to promote the use of reusable bags. The Town is committed to protecting the environment and the public health, safety and welfare of its citizens. This Bylaw will help reduce the common use of plastic checkout bags and encourage the use of reusable bags by consumers, thereby reducing local land and aquatic pollution, which add to the potential death of marine and other wildlife through ingestion and entanglement; clogging of storm drainage systems; impeding of solid waste reduction; increased litter around Millis streets, parks, public places and local waterways.

Definitions

1. Check out bag - Any bag that is provided at the point of sale to a customer by an establishment for use to transport or carry away purchased items, including but not limited to merchandise, goods and/or food.
2. Enforcing Authority - Millis Board of Health
3. Recyclable Paper Bag - A paper bag that is:
 - a. 100 percent recyclable, including any handles
 - b. contains at least 40% post-consumer recycled paper content; and
 - c. displays the words "recyclable" (or a suitable symbol indicating that the bag is recyclable) and "made from 40% post-consumer recycled content" (or other applicable amount) in a visible manner on the outside of the bag.
4. Retail Establishment - Any retail operation located in the Town which sells goods, food or provides personal services to the public, including restaurants.
5. Reusable checkout bag - A bag with or without handles specifically designed for multiple reuse; and is either made of cloth or machine washable fabric or made of durable, non-toxic plastic generally considered a food-grade material. A Reusable checkout bag may not be constructed of polyethylene or polyvinyl chloride.
6. Thin-film single use plastic bag - typically with plastic handles and a thickness of 2.5 mils or less and are intended for single-use transport of purchased products.

Use Regulation

Single use plastic bags shall not be distributed, used or sold for checkout or other purposes at any Retail Establishment within the Town of Millis on or after July 1, 2020.

If a Retail Establishment provides or sells checkout bags to customers, the bags must be one of the following:

1. Recyclable paper bags, or
2. Reusable checkout bags

Customers are encouraged to bring their own reusable or biodegradable shopping bags to stores. Retail or grocery stores are strongly encouraged to make Reusable checkout bags available either at no cost or for sale to customers at a reasonable price.

Thin-film, single-use plastic bags used to contain dry cleaning, newspapers, produce, meat, bulk foods, wet items and other similar merchandise, typically without handles, may be distributed, used or sold at any retail or grocery store.

Effective Date: This Bylaw shall take effect six (6) months following approval of the Bylaw by the Attorney General or July 1, 2020, whichever is later.

Enforcement Process

This Bylaw will be enforced by the Board of Health through non-criminal disposition.

Any retailer distributing plastic checkout bags in violation of the Bylaw shall be subject to a non-criminal disposition fine as defined below. Any such fines shall be paid to the Town of Millis.

Violation of the Bylaw

1st offense	Warning
2nd offense	\$50
3rd	\$100
and subsequent offenses	

or act in any manner relating thereto.
(Submitted by Select Board)

ARTICLE 2. To see if the Town will vote to appropriate and raise by taxation, or by transfer from available funds the sum of **\$6,074.62** for unpaid bills, or act in any manner relating thereto.

DEPARTMENT	VENDOR	AMOUNT
Building Dept	Inspectors 06/2019 Mileage Reimbursement	\$ 228.98
Town Buildings	Town of Millis (Gasoline)	\$ 151.56
Select Board	Gatehouse Media Advertisement	\$ 62.72
DPW	Williams Scotsman	\$ 45.00
DPW	Millis Police - Detail	\$ 223.60
DPW	Royco Distributors	\$ 157.75
DPW	Royco Distributors	\$ 147.96
GENERAL FUND UNPAID BILLS		\$ 1,017.57

FEB 21 2023

BACKGROUND

1984 The date of most recent publication by the EPA regarding RF/EMF. The Environmental Protection Agency currently has no funded mandate for radio frequencies.

1996 Section 704 of The Telecommunications Act of 1996 states "No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." The regulation is widely interpreted to include a prohibition of local regulation on the basis of safeguarding health.

1999 The 1999-2000 judicial challenge to the FCC's 1996 rules has never reached the issue of "electrosensitivity" as a cognizable disability under the Americans with Disabilities Act, as noted in 2013 joint testimony by the Cities of Boston and Philadelphia to the FCC.

2008 The National Academies identified twenty inadequacies in the research record regarding radio frequency exposure guidelines, including lack of research on effects on infants and children, chronic exposures, cumulative exposures, juxtaposed exposures, pulsed frequencies, sensitive populations, and the impact of proximal infrastructure.

2013-2019 The FCC solicited commentary on the adequacy of its theoretical radio frequency exposure guidelines, The FCC closed the proceeding in 2019, taking no action and ignoring reported risk and harm.

2019 Results of the National Toxicology Program and Ramazzini Institute studies imply that current FCC human exposure limits for non-ionizing RFR allow for hazardous exposures.

2020 A bipartisan New Hampshire Commission issued its report on health and environmental effects of 5G and wireless radiation, offering 15 recommendations including reducing public exposure to wireless

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2021 The United States Court of Appeals for the District of Columbia Circuit ruled (in EHT/CHD et al. v. the FCC) that the 2019 decision by the Federal Communications Commission (FCC) to retain its 1996 safety limits for human exposure to wireless radiation was "arbitrary and capricious" and "not evidence-based." The court ruled that the FCC failed to address impacts of long term wireless exposure, impacts to children, testimony of people injured by wireless radiation, and impacts to wildlife and the environment.

2023 The Court's remand to the FCC remains unaddressed, in part due to a regulatory gap at the Federal level regarding EMF/RF. The Environmental Health Trust has proposed corrective actions. RF exposures in Millis are increasing due to the activation of the 5G network and its required densification of "small cells" proximal to homes, and the impending replacement of Eversource electric meters. Towers are being approved in MA 400 ft from residences and health harm has been reported.

We request that the Town of Millis pro-actively advocate for its residents, supporting similar efforts in Pittsfield, MA, by sending correspondence to State Senator Rebecca Rausch; State Rep. Jeffrey N. Roy and Rep. James Arena-DeRosa; Federal Congress Member Jake Auchincloss; Senators Warren and Markey; the MA Legislature; the MA Governor and Attorney General; the MA Municipal Association; the MA Dept of Health; the Massachusetts Department of Environmental Protection; the MA Dept of Public Utilities; and the FCC; stating,

"The residents of Millis, MA voted at their annual town meeting to notify you of urgent concerns regarding the safety of wireless infrastructure for human health and the environment, and request that immediate state and federal action be pursued to require the FCC to address the 2021 court ruling regarding its exposure guidelines, and that the federal regulatory gap be addressed, so that the town is not misled and misinformed in approving infrastructure on the basis of outdated guidelines that are not evidence-based, thereby endangering public health, disability rights, community rights, wildlife, and the nature environment."

Name & Address of Millis Registered Voter

Signature

✓ *Patricia L. Burke* 508-794-3022 8 Eden Street Millis MA 02054 *Patricia Burke*

✓ *Hurnatona Khalsa* 77 Himelfarb St Millis 02054 *Hurnatona Khalsa*

✓ *Claire McCarthy* 19 Village St Millis MA 02054 *clmccarthy@gmail.com* *Claire McCarthy*

✓ *Anita Gilbert* 289 Plain St. Millis, MA 02054 *Anita Gilbert*

✓ *Beth Hauptman* 251 Plain St. Millis, MA 02054 *Beth Hauptman*

Sixteen (16) certified Millis voters (4 sheets total)

[Signature]
Millis Town Clerk

pg. 1 of 4

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Name & Address of Millis Registered Voter

Signature

✓ LISA GHELFI 8 EDEN ST. MILLIS MA 02054 *Lisa Ghelfi*

✓ Sue Perciaccante 29 Adams St Millis MA, 02054 *Sue R*

✓ Nancy Warnick 61 Hinefield St Millis MA 02054 *Nancy Warnick*

✓ Sarah Grinnell-Somers 93 Irving St. Millis, MA 02054 *S. Grinnell*

✓ Jennifer McPhee 8 Walnut Hill Rd. Millis 02054 *Jennifer McPhee*

pg. 2 of 4

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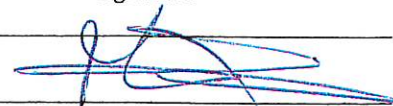

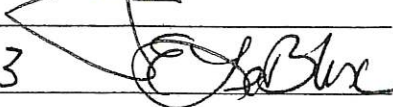
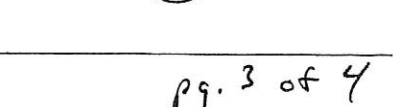
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Name & Address of Millis Registered Voter

Signature

✓ Malika Elias	217 Heritage Path	
✓ Ilene Hamm	13 Baltimore	
✓ JAIKAUR LeBLANC	30 MURPHY ST	
✓ Elin LeBlanc	#54 Stonybrook Dr #3	

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Name & Address of Millis Registered Voter

Signature

✓ Arthur O'Shea 368 Village St. C3 Millis, MA 02054 *Arthur O'Shea*
✓ Nicole Anacleto-Tosca 368 Village St. Apt 8 Millis, MA 02054 *Nicole Anacleto-Tosca*

23-036

Request for Fee Waiver – Senior Project

23-037

Review/Approval of Ambulance Billing Rates

Karen Bouret DeMarzo

From: Chief Rick Barrett
Sent: Friday, January 27, 2023 12:28 PM
To: Mike Guzinski
Cc: Karen Bouret DeMarzo
Subject: Ambulance rates
Attachments: ambulance rate increase 2023.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Mike,

We haven't increased ambulance rates since 2017. After a recent study and our billing agency comstar recommending an increase, I am requesting that we increase ambulance rates to the attached forms rates. This rate is what is charged to the patient's insurance company, medicare patients pay a much less amount as shown on the form. Please feel free to contact me with any questions.

Thank you,

Richard Barrett, CFO
Fire Chief/EMD
885 Main St.
Millis, Ma 02054
Phone: 508-376-2361
Fax: 508-376-4339



Disclaimer

The information contained in this communication from the Town of Millis is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.



Ambulance Billing Service

8 Turcotte Memorial Drive, Rowley, MA 01969

Ph: 800-742-3001 FAX: 978-356-3721

TOWN OF MILLIS AMBULANCE

2023 Rate Change Form

Charges	2023 Medicare	Avg Bundled	Current Rates	New Rates
	Fee Schedule Allowed Amounts			Effective On:
BLS EMERGENCY BASE RATE	\$476.59	\$1,619.00	\$1,293.00	FEB 1, 2023
ALS1 EMERGENCY BASE RATE	\$565.96	\$2,419.00	\$2,099.00	<u>\$ 1,619.00</u>
ALS2 EMERGENCY BASE RATE	\$819.15	\$3,551.00	\$3,194.00	<u>\$ 2,419.00</u>
MILEAGE	\$8.40	\$38.00	\$34.00	<u>\$ 3,551.00</u>
				<u>\$ 38.00</u>

Signature -- Authorized Signer

Date

Printed Name -- Authorized Signer

Title -- Authorized Signer

Please scan and email completed Rate Change form to:
ratechange@comstarbilling.com

23-038

Hearing: Continuation of 1178 Main Street

Karen Bouret DeMarzo

From: Daniel Merrikin <dan@legacy-ce.com>
Sent: Wednesday, February 15, 2023 3:59 PM
To: Karen Bouret DeMarzo
Cc: Melissa Recos
Subject: Re: 1178 Main Street

CAUTION: This email originated from outside of the Town of Millis mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Karen,

I'll be asking for a continuance so you only need to set aside 1 minute.

Dan

Daniel J. Merrikin, P.E.
President



*defer/continue
to 3/27/23
@ 9:30 AM*

Legacy Engineering LLC
730 Main Street
Suite 2C
Millis, MA 02054

www.legacy-ce.com

dan@legacy-ce.com
508-376-8883(office)
508-868-8353(cell)

On Wed, Feb 15, 2023 at 3:53 PM Karen Bouret DeMarzo <Karen.Bouret.DeMarzo@millisma.gov> wrote:

Hi Dan,

The hearing continuation for 1178 Main is slated for 7:15pm on 2/27. We have a fairly tight schedule that night and I'm trying to estimate how much time you anticipate for this. Will 15 minutes be enough?

23-039

Hearing: Grant of Location of Conduit at Rolling Meadow Drive



157 Cordaville Road
Southborough, MA 01772

February 15, 2023

Select Board
Millis Town Hall
900 Main Street
Millis, MA 02054

RE: Rolling Meadow Drive
Millis, MA
W.O. #5946010

Hearing Required

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY d/b/a as EVERSOURCE ENERGY for obtaining grant of Location to install approximately 45± feet of conduit on Rolling Meadow Drive, Millis.

This work is necessary to provide new electric service to new residential development.

If you have any further questions, contact Chris Cosby @ (508) 305-6989.
Your prompt attention to this matter would be greatly appreciated.

Very truly yours,

Richard M. Schifone

Richard M. Schifone
Rights and Permits, Supervisor

RMS/sky
Attachments



TOWN OF MILLIS

Erin T. Underhill, Chair
Craig W. Schultze, Vice Chair
Ellen Rosenfeld, Clerk

OFFICE OF THE SELECT BOARD & TOWN ADMINISTRATOR

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041
Townadministratorsoffice@millisma.gov

Michael Guzinski
Town Administrator
mguzinski@millisma.gov

Karen Bouret DeMarzo
Assistant Town Administrator
karen.bouret.demarzo@millisma.gov

February 15, 2023

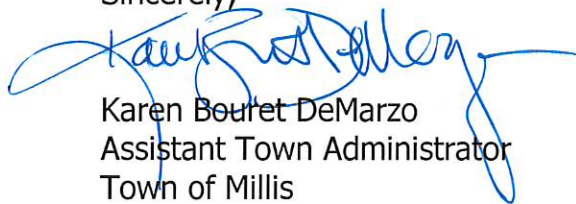
Notice

RE: February 27, 2023 Hearing
Verizon New England, Inc.
Rolling Meadow Drive Conduit Installation

Enclosed please find a petition for conduit location at Rolling Meadow Drive as noted on the enclosed documentation.

You are invited to attend a public hearing which will be held by the Select Board on February 27, 2023, at 7:20pm in room 229 at the Veterans Memorial Building, 900 Main Street, Millis, MA to ask questions or voice any concerns.

Sincerely,



Karen Bouret DeMarzo
Assistant Town Administrator
Town of Millis

**PETITION OF NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY
FOR LOCATION FOR CONDUITS AND MANHOLES**

To the **Select Board** of the Town of **Millis** Massachusetts:

Respectfully represents **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **T. Thibault, dated December 14, 2021, revised, January 25, 2023**, and filed herewith, under the following public way or ways of said Town:

Rolling Meadow Drive – Southeasterly, approximately 338± feet east of Paddock Lane

- Install approximately 45± of conduit

Hearing Required

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

BY *Richard M. Schifone*

Richard M. Schifone
Rights & Permits, Supervisor

Dated this _____ day of _____ 2023

Town of Millis, Massachusetts

Received and filed _____ 2023

ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of Millis

WHEREAS, **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town thereafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** be and hereby is granted permission to construct and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Rolling Meadow Drive – Southeasterly approximately 338± feet east of Paddock Lane

- Install approximately 45± of conduit

Hearing Required

All construction work under this Order shall be in accordance with the following conditions:

1. Conduits and manholes shall be located as shown on the plan made by **T. Thibault, dated December 14, 2021, revised January 25, 2023**, on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

1	_____	
2	_____	
3	_____	
4	_____	
5	_____	

Select Board
 the Town of
Millis

CERTIFICATE

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Select Board to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2023 at _____ in said Town.

1	_____	
2	_____	
3	_____	
4	_____	
5	_____	

Select Board
 the Town of
Millis

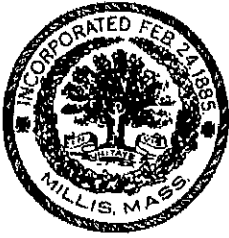
CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Select Board** of the Town of **Millis**, Massachusetts, duly adopted on the _____ day of _____, 2023 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

Attest: _____
 Clerk of the Town of **Millis**, Massachusetts

23-040

Discuss Future Plans for Lansing Millis Building



TOWN OF MILLIS

Permanent Building Committee

900 Main Street • Millis, MA 02054

*Richard Nichols, Chair
Diane Jurmain
John Larkin
James McCaffrey
Jeremy Stull
Kimberly Borst, Department Assistant*

Memorandum

To: Millis Select Board

From: Millis Permanent Building Committee

Date: February 9, 2023

Re: Lansing Millis Building

The Permanent Building Committee would like to request that the Select Board provide the PBC with a plan for the future of the Lansing Millis building. The PBC has been chartered with shoring up the building with a budget of \$245,000 from a State Earmark and would like to try to use that money most efficiently. The earmark will not cover all of the costs need to shore up the building and knowing the Town's future intentions for the building will help the Committee make informed decisions on the best plan forward.

23-041

Appointments:

(3) Members of Enterprise Funds Advisory Committee

(2) Cultural Council Members

Department Assistant II to the Executive Office

(2) On-Call Library Assistants



TOWN OF MILLIS

Erin T. Underhill, Chair
Craig W. Schultze, Vice Chair
Ellen Rosenfeld, Clerk

OFFICE OF THE SELECT BOARD & TOWN ADMINISTRATOR

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041
Townadministratoroffice@millisma.gov

Michael Guzinski
Town Administrator
mguzinski@millisma.gov

Karen Bouret DeMarzo
Assistant Town Administrator
karen.bouret.demarzo@millisma.gov

Enterprise Advisory Committee - Charter

In accordance with Article V, Section 28 of the Millis General By-Laws the Select Board hereby establishes an Enterprise Advisory Committee. The advisory committee shall be appointed by the Select Board, and shall consist of three voting members, each of whom shall serve a three-year term, so arranged that the term of one member expires each year. The Director of Public Works and the Public Health Director shall serve as ex-officio members of the committee. The chair of the committee shall rotate yearly. This committee shall meet on a regular basis and should include at least one member whose residence is not currently served by the sewer system.

The Enterprise Advisory Committee shall advise the Select Board, in its role as the water and sewer commissioners and the governing authority for the stormwater enterprise, on policies relating to the water, sewer and stormwater enterprises. The committee shall be responsible for providing recommendations to the Select Board on matters relating to enterprise fund rates, fees, and projects, and shall recommend sewer connections per the sewer and water connection guidelines as set forth in the Sewer Policy, as well as provide comments and advice relating to proposed regulatory changes. The committee shall also provide recommendations in connection with all water, sewer, and stormwater appeals.

The Select Board shall consider advisory recommendations from the committee, while fully retaining its independent decision-making responsibilities as the water and sewer commissioners for the Town and the governing authority for the stormwater enterprise.



TOWN OF MILLIS

OFFICE OF THE TOWN ADMINISTRATOR

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041
townadministratoroffice@millisma.gov

Michael Guzinski
Town Administrator
mguzinski@millisma.gov

Karen M. Bouret DeMarzo
Operations Support Manager
Karen.bouret.demarzo@millisma.gov

Millis is a small town with many committees and boards that help shape the day-to-day quality of life here preserving our hometown's character. We invite our fellow neighbors to volunteer to make a difference in our town. Time requirements for participation and assignments differ by group; some meet year-round, others seasonally, and some have special projects that are short-term. To sample a committee of interest, public meeting agendas with dates and locations are posted on the bulletin board at the Veterans Memorial Building and on the Town's website at <https://www.millisma.gov/calendar>. Attending a committee meeting is the best way to become familiar with its focus. Please complete this form and email it to townadministratoroffice@millisma.gov

- Agricultural Commission
- Board of Assessors
- Capital Planning Committee
- Cemetery Committee
- Community Preservation Committee
- Conservation Committee
- Council on Aging
- Cultural Council
- Economic Development Committee
- Energy Committee
- Enterprise Funds Committee
- Finance Committee
- Historical Commission
- Local Emergency Planning Committee
- MBTA 3A Advisory Committee
- Oak Grove Farm Commission
- Permanent Building Committee
- Planning Board (Associate Member Only)
- Public Weighers
- Recreation Committee
- Zoning Board of Appeals

note: home is not on town sewer

Name David R. Baker

Home Address 2 Holbrook Way

Phone 508-272-5156 Email dbaker@rkcenters.com

Registered Voter yes no

The Town of Millis is committed to creating a diverse environment and is proud to be an equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or veteran status. The Town of Millis is committed to compliance with all fair employment practices regarding citizenship and immigration status.

Karen Bouret DeMarzo

From: David Baker <dbaker@rkcenters.com>
Sent: Thursday, February 9, 2023 2:48 PM
To: Karen Bouret DeMarzo
Subject: RE: Enterprise Advisory Committee

CAUTION: This email originated from outside of the Town of Millis mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Karen,

I have 25+ years of professional experience related to the design, construction and management of water, sewer, and stormwater systems in MA. I am also familiar with PFAS, Title 5, and WWTP issues in the Commonwealth. Over the years, I have volunteered and/or been elected to serve on various town committees, where I gained experience helping to develop and advocate for annual budgets, before the Finance Committee; the Select Board, or at Town Meetings. I understand the town budget process, including the distinctions related to the use of Enterprise funds.

I have served on the Permanent Building Committee; the School Committee, the Sidewalk Committee, , the Cable TV Committee and currently serve on the Community Preservation Act Committee. I am willing to continue to volunteer my time in Millis and when I heard the town was seeking members to form the Enterprise Advisory Committee, I felt both my professional and municipal experience would be useful to the town and this new advisory committee.

Please feel free to contact me if you have any additional questions. Thank you.

David Baker

From: Karen Bouret DeMarzo <Karen.Bouret.DeMarzo@millisma.gov>
Sent: Thursday, February 9, 2023 9:28 AM
To: David Baker <dbaker@rkcenters.com>
Subject: RE: Enterprise Advisory Committee

Hello again Dave. The Board has requested that applicants write a few sentences on why they are interested in serving. Please just respond to this email.

Thank you!

Karen Bouret DeMarzo
Assistant Town Administrator
Human Resources Manager

900 Main Street
Millis, MA 02054
508.376.7041



TOWN OF MILLIS

OFFICE OF THE TOWN ADMINISTRATOR

Administrator

Veterans Memorial Building

900 Main Street • Millis, MA 02054

7041 Operations Support Manager

townadministratoroffice@millisma.gov

Michael Guzinski Town

mguzinski@millisma.gov

Karen M. Bouret DeMarzo Phone: 508-376-

Karen.bouret.demarzo@millisma.gov

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- • Agricultural Commission
- • Board of Assessors
- • Capital Planning Committee
- • Cemetery Committee
- • Community Preservation Committee
- • Conservation Committee
- Council on Aging
- Cultural Council
- Economic Development Committee
- Energy Committee
- Enterprise Funds Committee
- Finance Committee
- Historical Commission
- Local Emergency Planning Committee
- MBTA 3A Advisory Committee
- Oak Grove Farm Commission
- Permanent Building Committee
- Planning Board (Associate Member Only)
- Public Weighers
- Recreation Committee
- Zoning Board of Appeals

Name _____ James (Jim) Duffy _____

Home Address _____ 343 Exchange St Millis, MA 02054 _____

Phone _____ 5084298919 _____ Email _____ duffy_jim@hotmail.com _____

Registered Voter **yes** no

Karen Bouret DeMarzo

From: jim duffy <duffy_jim@hotmail.com>
Sent: Friday, February 10, 2023 8:56 AM
To: Town Administrators office
Subject: Enterprise funds committee volunteer form submission
Attachments: Enterprise Funds Volunteer Form - Jim Duffy 343 Exchange St Millis.docx

CAUTION: This email originated from outside of the Town of Millis mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good day. I'm sending in the form to volunteer for the enterprise funds committee.

While I don't formally have direct experience in these services by background is P&L management, Large scale project requirements definition and management, and some construction background.

Thank you

Sincerely,

Jim Duffy
5084298919



TOWN OF MILLIS

OFFICE OF THE TOWN ADMINISTRATOR

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041
townadministratorsoffice@millisma.gov

Michael Guzinski
Town Administrator
mguzinski@millisma.gov

Karen M. Bouret DeMarzo
Operations Support Manager
Karen.bouret.demarzo@millisma.gov

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- Agricultural Commission
- Board of Assessors
- Capital Planning Committee
- Cemetery Committee
- Community Preservation Committee
- Conservation Committee
- Council on Aging
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- Energy Committee
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- Finance Committee
- Historical Commission
- Local Emergency Planning Committee
- MBTA 3A Advisory Committee
- Oak Grove Farm Commission
- Permanent Building Committee
- Planning Board (Associate Member Only)
- Public Weighers
- Recreation Committee
- Zoning Board of Appeals

Name: Bryan de Souza

Home Address: 10 Oakview Avenue, Millis MA 02054

Phone: 508-498-2415 Email: b.bryandesouza@gmail.com

Registered Voter : yes

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Karen Bouret DeMarzo

From: Bryan <b.bryandesouza@gmail.com>
Sent: Friday, February 17, 2023 12:17 PM
To: Karen Bouret DeMarzo
Subject: Re:

CAUTION: This email originated from outside of the Town of Millis mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Karen,

My background in a nutshell:

I am a Chemical engineer (BS & MS) by profession and have 27 years of experience working in the industrial water sector.

Part of that experience includes large, scale wastewater / stormwater treatment projects using state of the art technology and equipment.

I provide the process design and the technical direction for the projects. I also help in the procurement of equipment. I have also worn "project manager" hats when needed and dealt with customers & the financials of such projects.

Hope this helps, if you have further questions, please let me know.

Thanks,
Bryan

From: Karen Bouret DeMarzo <Karen.Bouret.DeMarzo@millisma.gov>
Date: Friday, February 17, 2023 at 12:03 PM
To: Bryan <b.bryandesouza@gmail.com>
Subject: RE:

Bryan,

Great. I thought that was the case but didn't want to assume. The Water Enterprise Committee was dissolved. This committee will advise on all enterprise funds – water, sewer, and stormwater. Could you please provide your background and why you think you'd be a good fit? I can't remember the details and the Select Board will ask.

Thank you!

Karen Bouret DeMarzo
Assistant Town Administrator
Human Resources Manager

900 Main Street
Millis, MA 02054
508.376.7041



TOWN OF MILLIS

OFFICE OF THE SELECT BOARD AND TOWN ADMINISTRATOR

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041
Fax: 508-376-7053

VOLUNTEER/TALENT FORM

Millis is a small town with many committees and boards that help shape the day-to-day quality of life here preserving our hometown's character. We invite our fellow neighbors to volunteer to make a difference in our town. Time requirements for participation and assignments differ by group; some meet year-round, others seasonally, and some have special projects that are short-term. To sample a committee of interest, public meeting agendas with dates and locations are posted on the bulletin board at the Veterans Memorial Building and on the Town's website. Attending a committee meeting is the best way to become familiar with the focus. Please complete this form and mail it to Karen Bouret at the Town Administrator's office or email it to kbouret@millisma.gov. Circle all committees or preference.

☐ Agricultural Commission
☐ Board of Assessors
☐ Capital Planning Committee
☐ Cemetery Committee
☐ Charter Review Committee
☐ Community Preservation Committee
☐ Conservation Committee
☐ Council on Aging
☒ Cultural Council
☐ Economic Development Committee
☐ Energy Committee

☐ Enterprise Funds Advisory Committee
☐ Finance Committee
☐ Historical Commission
☐ Local Emergency Planning Committee
☐ Commission on Disability
☐ Oak Grove Farm Commission
☐ Permanent Building Committee
☐ Planning Board Associate Member
☐ Public Weighers
☐ Recreation Committee
☐ Poll Worker/Election Volunteer

NAME: Marie Turley *Marie Turley* REGISTERED VOTER: Yes

HOME ADDRESS: 199 Farm Street, Millis, MA 02054

PHONE(s): 508-472-2197 (Mobile) EMAIL mturley246@gmail.com

SPECIAL INTERESTS/OCCUPATION/REASON WANTING TO SERVE:

I've worked at Massachusetts College of Art and Design for 6 years as part of both the Admissions and now Registrar's team. I have taken classes there to further my fiber arts and sewing skills, and previously took courses when working at BU to further my arts administration skills, including art advocacy and community arts. My husband and I moved here with our infant son in October and I'd love to bring these skills, and overall passion for all art forms into supporting my community as part of the Cultural Council.



TOWN OF MILLIS

OFFICE OF THE TOWN ADMINISTRATOR

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041
townadministratorsoffice@millisma.gov

Michael Guzinski
Town Administrator
mguzinski@millisma.gov

Karen M. Bouret DeMarzo
Operations Support Manager
Karen.bouret.demarzo@millisma.gov

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- Agricultural Commission
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- Local Emergency Planning Committee
- MBTA 3A Advisory Committee
- Oak Grove Farm Commission
- Permanent Building Committee
- Planning Board (Associate Member Only)
- Public Weighers
- Recreation Committee
- Poll Worker/Election Volunteer
- Zoning Board of Appeals

Name NWALA BARNER

Home Address 2 Acorn Place, Millis MA

Phone 781-742-4327 Email NFBarnera@gmail.com

Registered Voter yes no

The Town of Millis is committed to creating a diverse environment and is proud to be an equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or veteran status. The Town of Millis is committed to compliance with all fair employment practices regarding citizenship and immigration status.



TOWN OF MILLIS

OFFICE OF THE TOWN ADMINISTRATOR

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041

INTERNAL POSTING

Town of Millis Department Assistant II

The Town of Millis is seeking candidates for a Department Assistant II in the Executive Office. This position provides high-level administrative support to the Town Administrator, Assistant Town Administrator, and Select Board. Qualified candidates should be proficient in Microsoft Office software applications, accounts payable and receivable. Experience with MUNIS financial software is preferred. This position is a benefitted 31 hours per week position and a member of the Service Employees International Union (SEIU).

Hourly rate \$22.65-27.65 depending on qualifications.

- 1-3 years of relevant experience in an office setting, preferably in an administrative or clerical role.
- Excellent organizational skills, ability to prioritize, and time-management skills
- Must be committed to providing outstanding customer service and demonstrate strong interpersonal skills
- Strong attention to detail
- Ability to maintain confidentiality in dealing with personnel and/or legal information
- Ability to work in a busy, fast-paced environment

Applications are available at millisma.gov. Completed applications should be returned to the Town Administrator's office by hand or via email to kbouret@millisma.gov.

Applications will be accepted until **4:30pm on Wednesday, February 22, 2023**



TOWN OF MILLIS

OFFICE OF THE TOWN ADMINISTRATOR

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900 Main Street • Millis, MA 02054
Phone: 508-376-7041
townadministratorsoffice@millisma.gov

Michael Guzinski
Town Administrator
mguzinski@millisma.gov

Karen Bouret DeMarzo
Assistant Town Administrator
Human Resources Manager
Karen.bouret.demarzo@millisma.gov

February 24, 2023

Subject: Department Assistant II – Executive Office

Mr. Guzinski,

I'm enthusiastically recommending the appointment of Victoria Schindler as the Department Assistant II in the Executive Office to fill the current vacancy. Victoria has been working as a Department Assistant I in our office since October and has proven herself to be a diligent and conscientious worker. She is a quick study who doesn't hesitate to take on new assignments. She has been a great addition to our department, and I think she will be very successful in this new role.

The Department Assistant II position was advertised internally to the SEIU both as a temporary position and as a permanent position. Victoria was the only internal applicant to apply.

Regards,

Karen Bouret DeMarzo
Assistant Town Administrator/HR Manager



TOWN OF MILLIS

The Millis Public Library
961 Main Street • Millis, MA 02054
Phone: 508-376-8282 • Fax: 508-376-1278

Board of Trustees
Jennifer White Farrar, Chair
Laura Satta, Secretary
Tricia Berube

Kimberly Tolson, Director
ktolson@milllib.net

February 23, 2023

Subject: Appointment of On-Call (substitute) Library Assistant

Dear Ms. Chairperson,

The Town of Millis has been seeking qualified candidates to add to our pool of On-Call Library Assistants at the Millis Public Library since September of 2022. The Youth & Family Services Librarian and I interviewed Kara Hadden on February 16th.

Ms. Hadden has work experience that lends itself to working in a public library environment, including tutoring high school, college, and graduate students and researching and disseminating information in her role as a research intern. She is skilled in a variety of computer applications and has worked with English language learners. She comes highly recommended by past supervisors and colleagues.

I believe Ms. Hadden will be an excellent addition to the Library team and recommend to the Town Administrator her appointment to the position of On-Call Library Assistant.

Best,

Kim Tolson
Library Director



TOWN OF MILLIS

Board of Trustees
Jennifer White Parrar, Chair
Laura Satta, Secretary
Tricia Berube

The Millis Public Library
961 Main Street • Millis, MA 02054
Phone: 508-376-8282 • Fax: 508-376-1278

Kimberly Tolson, Director
ktolson@mtntlib.net

February 21, 2023

Subject: Appointment of Temporary Library Assistant

Dear Ms. Chairperson,

The Town of Millis posted an opening for a Temporary Library Assistant at the Millis Public Library on December 22, 2022. We received eight applications, which we reviewed. The Youth & Family Services Librarian and I interviewed four candidates for the position. We interviewed Kaycee Conover on February 8th, 2023.

Ms. Conover has research experience as an Archival Assistant and has worked with youth in a tutoring capacity. She also has customer service experience in a retail environment. She has a good understanding of public library methods and procedures and is planning to enroll in a Master's of Library Science program this fall. She comes highly recommended by past supervisors.

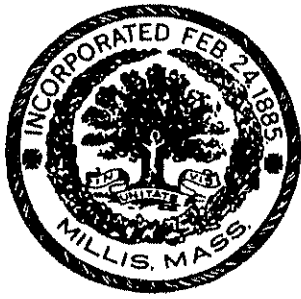
I believe Ms. Conover will be an excellent addition to the Library team and recommend to the Town Administrator her appointment to the position of On-Call Library Assistant.

Best,

Kim Tolson
Library Director

23-042

Discuss FY24 Budget Proposals



TOWN OF MILLIS

TO: Select Board

CC: Karen Bouret DeMarzo, Operations Support Manager

FROM: Michael Guzinski, Town Administrator

DATE: February 24, 2023

FY24 Budget Discussion

Greetings,

The Finance Director and I have been working on the revenue estimates for the FY24 Budget. We've also met with the School Administration to discuss some of the unique budgetary issues that they are facing this year. I will be forwarding to you the latest budget/revenue information during the day on Monday, so that we can have a discussion regarding the overall status of the FY24 Budget process. One item that the Finance Director and I wanted to make the Board aware of is the ability of the Town to establish a Special Education Stabilization Fund to help in dealing with unexpected spikes in special education within the Millis Public Schools (see attached). We can discuss these matters in detail during your meeting on Monday.

Please let me know if you have any questions.

Thank you.

Administration and Finance

Advisory on Special Education Stabilization Fund

Section 24 of Chapter 218 of the Acts of 2016 provides for the establishment of a Special Education Stabilization fund. The law enables municipal and regional districts to establish a reserve fund that can be used in future years for unanticipated or unbudgeted costs of special education, out of district tuition, transportation and recovery high school tuition.

Establishing, Funding and Making Payments from the Stabilization Fund

In order to establish the fund the law requires a majority vote by both the School Committee and local legislative body. In the case of regional school districts the local legislative body means a majority vote of the legislative bodies in a majority of the member communities of the district. Once the fund is established, the school committee may include a separate line item in their annual budget request to appropriate monies into the stabilization fund. For regions, the amount to be appropriated to the stabilization fund is included in each member municipality's assessment. The balance in the reserve fund cannot exceed two percent of the annual net school spending of the school district.

Funds in the reserve fund can only be expended or transferred out after a majority vote of both the School Committee and Selectmen or City Council or in the case of regional school districts, a majority vote of the boards of selectmen or city councils of a majority of the member communities of the district.

Other areas districts may choose to consider when establishing the fund are:

- Maximum balance in the fund
- A limit on the amount that can be expended in a fiscal year

Reporting of Activity in the Stabilization Fund

Annual appropriations into a stabilization fund should not be reported as an expenditure on the End of Year Financial Report. There is no reporting requirement for increasing the balance in the fund.

Expenditures from the fund should be reported as an additional appropriation of the school committee in the appropriate function codes on Schedules 1 and 3 of the End of Year Financial Report. Expenditures are made directly from the stabilization fund so a transfer into the general fund is not required.

Questions about this advisory should be directed to Jay Sullivan, associate commissioner, district & school finance, at 781-338-6594 or JohnJ.Sullivan@mass.gov .

Part I	ADMINISTRATION OF THE GOVERNMENT
Title VII	CITIES, TOWNS AND DISTRICTS
Chapter 40	POWERS AND DUTIES OF CITIES AND TOWNS
Section 13E	SCHOOL DISTRICT RESERVE FUNDS TO PAY FOR UNANTICIPATED OR UNBUDGETED COSTS FOR SPECIAL EDUCATION, OUT-OF-DISTRICT TUITION OR TRANSPORTATION

Section 13E. Any school district which accepts this section, by a majority vote of the school committee and a majority vote of the legislative body or, in the case of a regional school district by a majority vote of the legislative bodies in a majority of the member communities of the district, may establish and appropriate or transfer money to a reserve fund to be utilized in the upcoming fiscal years, to pay, without further appropriation, for unanticipated or unbudgeted costs of special education and recovery high school programs, out-of-district tuition or transportation. The balance in such reserve fund shall not exceed 2 per cent of the annual net school spending of the school district.

Funds shall only be distributed from the reserve funds after a majority vote of the school committee and a majority vote of the board of selectman or city council, or, in the case of a regional school district by a majority vote of the board of selectmen or city council in a majority of the member communities of the district.

The district treasurer may invest the monies in the manner authorized in section 54 of chapter 44 and any interest earned thereon shall be credited to and become part of the fund.

23-043

Review/Approval of Proposal for Comprehensive Response Actions at 12-14
Exchange Street



50 High Street, Suite 25
North Andover, MA 01845
978.465.1822

February 10, 2023

Project P232.01001.001

Ms. Karen M. Bouret DeMarzo
Assistant Town Administrator
Town of Millis
900 Main Street
Millis, Massachusetts 02054

Re: Proposed Scope of Work and Cost Estimate
Comprehensive Response Actions
Millis Library Property Petroleum Release
961 Main Street
Millis, Massachusetts
Release Tracking Number 2-18504

Dear Ms. Bouret DeMarzo:

Ransom Consulting, LLC (Ransom) is pleased to present the following Proposed Scope of Work and Cost Estimate to the Town of Millis (the Town) for your approval for comprehensive response actions to be conducted in accordance with the Massachusetts Contingency Plan (MCP) at 961 Main Street in Millis, Massachusetts (the Town Property), based upon your telephone conversation with Nancy Marshall and David Thompson of our North Andover, Massachusetts office on January 19, 2023.

BACKGROUND

On February 23, 2022, the Town of Millis (Town) received a demand letter from the owner (Millis Homes) of 12-14 Exchange Street which abuts the Town Property to the east. Millis Homes requested reimbursement of costs associated with the remediation of an area of contaminated soils located in the northwest corner of the 12-14 Exchange Street property (herein referred to as Area of Concern 2 [AOC2]). Remediation included the excavation of approximately 40 cubic yards of soil impacted by volatile petroleum hydrocarbons (VPH) and target polycyclic aromatic hydrocarbons (PAHs) that is currently tracked by the Massachusetts Department of Environmental Protection (MassDEP) under Release Tracking Number (RTN) 2-21360. The source of the VPH and PAH was alleged to be a previously identified petroleum disposal site (Site) on the Town Property assigned RTN 2-19253.

In addition to the financial considerations, in a January 4, 2023 Settlement Agreement between the Town and Millis Homes, the Town agreed to extend their existing disposal site boundary onto the 12-14 Exchange Street property and to take responsibility for any future response actions required in AOC2. The proposed revision to the Site boundary includes a triangle of land in the northwest corner of the 12-14 Exchange Street property as shown on the Site Layout prepared by AMEC Environment & Infrastructure, Inc. (AMEC) and provided as Attachment A.

Innovating Resilient Solutions

Portland, ME ~ North Andover, MA ~ Portsmouth, NH ~ Hamilton, NJ ~ Glassboro, NJ ~ Providence, RI
www.ransomenv.com

Ms. Karen M. Bouret DeMarzo
Town of Millis

REGULATORY STATUS

In February 2012, MassDEP was notified of a release of tetrachloroethene (PCE) at the Town Property and RTN 2-18504 was assigned to the PCE release. During subsequent construction activities, elevated concentrations of petroleum hydrocarbons and petroleum-related volatile organic compounds (VOCs) were discovered in soils in the northeastern portion of the Site. After notification, MassDEP assigned RTN 2-19253 to the petroleum release on the Town Property.

A Phase I Initial Site Investigation (ISI) and Tier Classification prepared by AMEC were submitted to MassDEP in August 2014. At that time, the petroleum release (RTN 2-19253) was linked to RTN 2-18504 assigned to the PCE release and comprehensive response actions are still required under the MCP. In the Phase I ISI, AMEC concluded that “VOCs/VPHs were present in soil and groundwater at the northeastern property boundary, which may indicate that additional source material is present off-site, and is impacting groundwater quality at the Site.” AMEC concluded that a Phase II Comprehensive Site Assessment (CSA) was needed to address limited data gaps identified during the Phase I ISI and to develop an appropriate remedial action.

Subsequent to submittal of the proposed Phase II CSA scope of work, the Town was unable to obtain access agreements from the abutting property owners so the proposed Phase II CSA scope of work has not been implemented. AMEC submitted Notices of Delay to MassDEP in January 2016 and February 2017 to inform MassDEP of the inability to obtain access to complete the delineation of the extent of the petroleum contamination.

With a change in ownership of the abutting 12-14 Exchange Street property, the Town expects to be able to complete access agreements needed for investigation on the abutting properties so is now in a position to proceed with the comprehensive response actions required by the MCP.

OBJECTIVE

The objectives of the proposed activities are to delineate the extent of the petroleum release and complete the necessary submittals to bring the Site into compliance with the MCP.

SCOPE OF WORK

The tasks proposed to complete these objectives are described below.:

Task 1: Tier Classification Extension

The MCP requires that a Phase II CSA be submitted within 3 years of Tier Classification and that a Permanent or Temporary Solution, a Remedy Operation Status (ROS), or a Tier Classification Extension be submitted within 5 years of Tier Classification. AMEC submitted Notifications of Delay to MassDEP in 2016 and 2017 to request extensions for completion of the Phase II CSA; however, because the initial Tier Classification expired in August 2019, a Tier Classification Extension is needed to continue response actions under the MCP.



Ms. Karen M. Bouret DeMarzo
Town of Millis

Ransom will prepare a Tier Classification Extension for the Site valid for two years beyond the effective date of the Extension. In accordance with 310 CMR 40.0560(7), the Tier Classification Extension will include:

1. A statement explaining why a Permanent Solution, Temporary Solution or ROS has not been achieved at the Site;
2. A description of the status of the response actions, including a plan and proposed implementation schedule to achieve, at a minimum, a Temporary Solution at the Site within one year of the Tier Classification Extension;
3. An updated compliance history; and
4. A completed transmittal form and required certifications.

A draft of the Licensed Site Professional (LSP) Opinion will be sent to you for review and comment prior to finalizing and uploading to eDEP for submittal.

Task 2: Communication with Abutting Property Owners

Access will be required to the abutting properties located at 12-14 Exchange Street and 16-20 Exchange Street to implement the activities described in Task 3. Ransom assumes that the Town will be responsible for negotiating the access agreements with the abutting property owners. As required by 310 CMR 1403(10), Ransom will prepare letters for each of the abutting property owners which will describe the proposed activities to be taken on his or her property.

Following receipt of the investigation results, Ransom will prepare letter reports to transmit the results of the environmental investigation on their property to the respective property owners. Drafts of each letter will be transmitted to the Town for review and comment prior to transmittal to the property owners.

Task 3: Phase II Comprehensive Site Investigation (CSA)

Based on Ransom's review of the historical data, the extent of the petroleum release to soil and groundwater has not been fully defined at the Site.

Premobilization activities

Ransom will prepare a site-specific Health and Safety Plan (HASP) for use during the field activities.

Prior to the start of work, Ransom will visit the Site to assess drill-rig access, mark the proposed boring locations, and contact Dig Safe for utility clearance as required by law. Ransom will coordinate the site visit with the abutting property owner and Town personnel; Ransom assumes that the property owners will mark the pertinent property boundaries. Based on the proposed drilling locations, Ransom anticipates that utilities will not be present in the area; therefore, for the purpose of this proposal, Ransom assumes that a private utility locator will not be needed to locate utilities not marked by Dig Safe member utilities.



Ms. Karen M. Bouret DeMarzo
Town of Millis

Soil Boring Advancement and Monitoring Well Installation

Ransom will monitor the advancement of up to six soil borings on the 16-20 Exchange Street property and two soil borings in the northeast corner of the Town property to assess the extent of petroleum-impacted soils. The borings will be advanced using direct-push (i.e., Geoprobe) drilling methods. Based on the historical data, depth to groundwater is anticipated to be less than 5 feet below the ground surface (bgs); therefore, Ransom anticipates that the borings will be advanced to a depth of 10 feet bgs. At each location, macrocore soil samples will be collected continuously to the bottom of the boring. Soil sample characteristics will be documented by Ransom field personnel. Soil samples will be screened for the presence of organic vapors using a photo-ionization detector (PID)-equipped instrument.

Based on field screening results and field observations, up to 8 soil samples will be submitted to a Massachusetts-certified laboratory for chemical analysis. The soil samples will be analyzed for:

1. VPH by the MassDEP Method with the target VOCs (8 samples).

Groundwater monitoring wells will be installed in 3 of the borings on the 16-20 Exchange Street property to facilitate the collection of groundwater samples. Each boring not completed as a monitoring well will be backfilled with the soil cuttings generated from that boring. The monitoring wells will be constructed using 2-inch-diameter, Schedule 40 polyvinyl chloride (PVC). Each well will be screened across the water table using factory-slotted PVC well screen. Each well will be secured with a locking cap and flush-mounted road box. After installation, each new well will be developed by removing a quantity of groundwater equal to ten times the well volume or until dry, whichever comes first. The intent of the well development is to remove silt and particulate matter from the well to restore the natural permeability of the material surrounding the wells. Ransom assumes that separate phase product is not present in the wells and that the purged groundwater can be discharged to the ground surface.

Ransom assumes that the drilling can be completed in one day. A standard turnaround time will be requested from the laboratory.

Following installation of the wells, Ransom assumes that the Town will survey the horizontal and vertical elevations of the wells and provide a CAD drawing of the survey for Ransom's use in preparing a groundwater contour map.

Groundwater Sampling

At least one week after installation of the new wells, Ransom will measure the depth to groundwater in the Site wells and collect groundwater samples for laboratory analysis as described below. Ransom will collect the groundwater samples from the 3 new monitoring wells on the 16-20 Exchange Street property, 3 wells (MW-2, MW-3 and MW-5) on the 12-14 Exchange Street property, and up to 9 wells on the Town property (as accessible). The groundwater samples will be collected using low-flow sampling procedures based on the U.S. EPA document *Low Stress (low flow) Purging and Sampling Procedure for the Collection of Groundwater Samples from Monitoring Wells* dated September 19, 2017. As recharge rates allow, Ransom will record the oxidation/reduction potential (ORP), pH, dissolved oxygen, specific conductivity, turbidity, and temperature of the purge water. Once these field parameters have stabilized, groundwater samples will be dispensed directly into laboratory-prepared glassware and stored on ice until



Ms. Karen M. Bouret DeMarzo
Town of Millis

delivery to a Massachusetts-certified laboratory for chemical analysis. The samples will be analyzed for the following:

1. VPH by the MA DEP Method, excluding the target VOCs (13 samples); and
2. VOCs by U.S. EPA Method 8260 (15 samples).

Ransom assumes that the groundwater sampling can be completed in three days by one Ransom scientist/engineer. A standard turnaround time will be requested from the laboratory.

Task 4: Phase II CSA Report

In accordance with 310 CMR 40.0835, the findings of the Phase II CSA field investigation activities will be documented in a Phase II CSA Report. The report will specifically include the following:

1. A summary of the history of the Site;
2. A summary of site hydrogeologic characteristics including:
 - a. A description of the subsurface investigations conducted at the Site;
 - b. Documentation related to soil borings, well construction, well development, including copies of soil boring and well construction logs; and
 - c. A detailed characterization of geologic and hydrogeologic conditions at the Site, including groundwater potentiometric surface(s), gradients, flow rates, flow direction(s), soil types, stratigraphy, and estimated permeability.
3. A summary of the environmental fate and transport of identified contaminants;
4. A discussion regarding the nature and extent of contamination, including a characterization of the source(s), nature, and vertical and horizontal extent of contamination, tabulation of analytical testing results, and if appropriate, a characterization of background concentrations of site contaminants;
5. An exposure assessment including the identification and characterization of potential human and environmental receptors that could be impacted by site contaminants at or migrating from the Site;
6. The results of a Method 1 risk characterization; and
7. Ransom's professional opinion regarding the need for additional comprehensive response actions at the Site with respect to the MCP.

Upon completion, Ransom will transmit a draft version of the report to the Town for review and comment. Following receipt of comments, Ransom will finalize the report and attach it to a Transmittal Form on eDEP for submittal to MassDEP.



Ms. Karen M. Bouret DeMarzo
Town of Millis

Following submittal to MassDEP, Ransom will prepare a short letter to the Town of Millis Board of Health (BOH) and Select Board informing them of the availability of the Phase II CSA Report.

PROJECT COST

The estimated cost to provide the services described is presented in the table below.

Task	Description	Ransom Fees	Drilling Fees	Laboratory Fees
Task 1	Tier Classification Extension	\$3,900	----	----
Task 2	Communication with Abutting Owners	\$7,600	----	----
Task 3	Phase II CSA Field Investigation	\$11,200	\$3,500	\$4,000
Task 4	Phase II CSA Report	\$13,650	----	----
<i>Subtotals</i>		\$36,350	\$3,500	\$4,000
TOTAL ESTIMATED COST				\$43,850

Notes:

1. The cost of Task 1 assumes that one draft LSP Opinion Letter will be transmitted to the Town for review and approval prior to submittal via eDEP.
2. The cost of Task 2 assumes that the Town will prepare and negotiate Access Agreements with the abutting property owners. Ransom will provide details regarding the investigation activities proposed on each of the abutting properties to the Town for use in their preparation of the Access Agreements.
3. The cost of Task 2 also assumes that Ransom will provide drafts of the proposed correspondence with each of the abutting property owners to the Town prior to transmittal to the property owners.
4. The cost of Task 3 assumes that the property boundaries will be marked by Town personnel and/or abutting property owners prior to the initial site visit, and that the Town will provide survey information (horizontal location and top of roadbox elevations) to Ransom on a CAD drawing.
5. The cost of Task 3 assumes that the drilling can be completed in one day by a drilling subcontractor. Disposal of investigation derived waste is not included in this cost estimate.
6. The cost of Task 3 assumes that the groundwater sampling can be completed in 3 days by one Ransom personnel, and that soil and groundwater samples will be submitted for a standard laboratory turnaround time.



Ms. Karen M. Bouret DeMarzo
Town of Millis

BILLING AND PAYMENT OPTIONS

Ransom will send invoices electronically to the email address you provide.

Send invoices to the following email address(es): _____

For billing questions, please provide a telephone number to contact you: _____

You may also choose to pay invoices via Discover, Visa, Mastercard, or American Express. To do so, please provide the following information.

CREDIT CARD PAYMENT OPTION: (Check one) ☐ Visa ☐ MasterCard ☐ AmEx ☐ Discover

Card Number: _____ Expiration Date: _____ CVV Code _____

Print Name as it appears on card: _____

3-digit code on back: M/C, Visa,
Discover
4-digit code on front of Amex

Billing Address: _____
Street City/State Zip

Cardholder's Signature _____

NOTE: If the credit card payment option is selected, the retainer amount will be charged to card upon receipt of signed agreement. Credit card fees will be assessed. Balance owing will be charged either: (a) monthly, if time-and-materials billing applies; or (b) at project completion, if lump-sum fee applies.

Progress invoices will be submitted on a monthly basis as described in our Terms and Conditions.

SCHEDULE

Task 1 can be completed within two weeks of authorization. The schedule for the subsequent tasks will depend on the Town obtaining the required access agreements and the driller's availability. Ransom anticipates providing a draft Phase II CSA report within 6 weeks of completion of the drilling. Ransom remains available to coordinate a schedule to meet time constraints which may arise.

ORGANIZATION

Nancy Marshall will be serving as the project manager for this project and will be your primary contact at Ransom. David Thompson will be serving as the Licensed Site Professional. Should Nancy be unavailable, please feel free to contact David or Brian Pettingill, Principal, if you have questions.



Project P232.01001

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Page 7
February 10, 2023

Ms. Karen M. Bouret DeMarzo
Town of Millis

AUTHORIZATION

Prior to initiation of project work, we will need to receive an executed copy of this proposal and **payment in the amount of \$7,500** which will serve as our authorization to proceed. Ransom's Fee Schedule and Terms and Conditions are attached to this Scope of Work as Attachments B and C, respectively, and are hereby incorporated by reference as if fully stated herein.

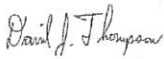
We would like to thank you again for the opportunity to submit this scope of work and cost estimate. If you have any questions regarding this proposal, please contact either of the undersigned.
Sincerely,

RANSOM CONSULTING, LLC

Nancy
Marshall

Digitally signed by Nancy
Marshall
Date: 2023.02.10 14:17:41
-05'00'

Nancy E. Marshall, PE
Senior Project Manager



Digitally signed by
David J. Thompson
Date: 2023.02.10
14:45:46 -05'00'

David J. Thompson, LSP
Senior Project Manager

Brian
Pettingill

Digitally signed by Brian
Pettingill
Date: 2023.02.10 15:05:49
-05'00'

Brian R. Pettingill, PG
Principal/Vice President

NEM/DJT/BRP:cnt
Attachments



Project P232.01001

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Ms. Karen M. Bouret DeMarzo
Town of Millis

APPROVED AND ACCEPTED BY THE TOWN OF MILLIS:

Signature: _____ Date: _____

Name (print or type): _____

Title: _____ Email: _____

☐ I (Client) request that all information pertaining to the above work scope be provided to me directly, and presently, do not wish to authorize the release of any information to other persons.

☐ Please indicate persons to whom Ransom Consulting, LLC may release information regarding the above-described work scope.

CLIENT INFORMATION

Telephone Number: _____ Fax Number: _____

Email address: _____

Shipping/Mailing Address: _____
(cannot be PO Box)

Billing Address: _____
(if different from above)



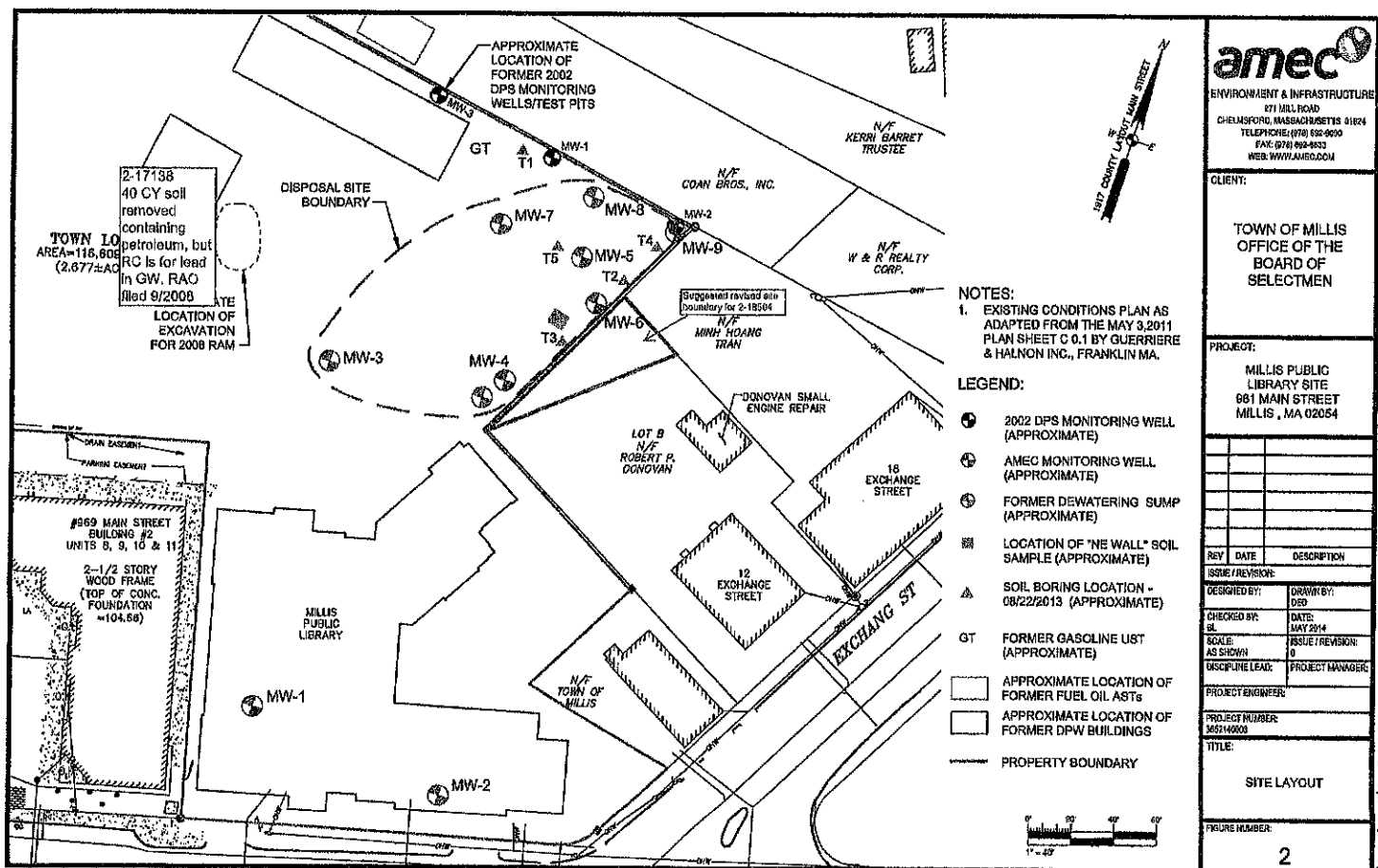
ATTACHMENT A

Site Plans

Proposed Scope of Work and Cost Estimate
Comprehensive Response Actions
Millis Library Property Petroleum Release
961 Main Street
Millis, Massachusetts
Release Tracking Number 2-18504



Project P232.01001.001



ATTACHMENT B

Fee Schedule

Proposed Scope of Work and Cost Estimate
Comprehensive Response Actions
Millis Library Property Petroleum Release
961 Main Street
Millis, Massachusetts
Release Tracking Number 2-18504



Project P232.01001.001



FEE SCHEDULE 2023

PROFESSIONAL SERVICES

	<u>Hourly Rate</u>
Principal	\$275
Vice President	\$265
Licensed Site/Environmental Professional	\$280
Program Manager	\$235
Senior Engineer	\$235
Senior Coastal Engineer	\$220
Professional Engineer/Professional Geologist	\$210
Senior Project Manager/Senior Specialist	\$195
Project Manager	\$175
Geotechnical Engineer	\$160
Junior Coastal Engineer	\$155
Hazardous Materials Inventory Specialist	\$145
Associate Project Manager	\$140
Project Engineer/Geologist/Hydrogeologist/Scientist	\$125
GIS Specialist/CAD	\$125
Administrative	\$85

Associated Project Costs (APC) equal to 4% of labor fees will be assigned. APC covers costs associated with computers, energy/inflation, production equipment, data, telephones, mobile phones.

This Fee Schedule will be updated at the start of each calendar year for billing, labor, equipment, and material for all ongoing projects. Current hourly rates are firm through December 31, 2023. All labor costs provided are based upon non-union, non-prevailing wages.

EMERGENCY RESPONSE SERVICES

Overtime rates (1.5 times hourly rate) will apply for emergency response services performed between 5:00 p.m. and 7:00 a.m. Monday through Friday, and all day Saturday. Premium rates (2.0 times hourly rate) will apply for emergency response services performed on Sundays and holidays.

LITIGATION SUPPORT

Expert testimony will be billed at two times the standard fee schedule hourly rate. Depositions will be billed at one and a half times the standard fee schedule hourly rate.

PROJECT SUBCONTRACTORS, MATERIALS, AND EXPENDABLE SUPPLIES

Handling charges will be added on all project supplies and services procured from outside vendors.

VEHICLES, MILAGE

Vehicle	\$125/day
Mileage (company or personal vehicle)	IRS Prevailing Rate

EQUIPMENT RENTAL

Air Flow Meter	\$115/each	Pump, Bladder with Compressor	\$250/day
Generator	\$85/day	Pump, Peristaltic	\$50/day
GPS - DGPS	\$315/day	Purging Pump with Controller	\$125/day
GPS - RTKGPS	\$375/day	Redi Flow 2 Submersible Pump	\$120/day
Hydrolab Water Quality Meter	\$160/day	Stainless Steel Hand Auger	\$60/day
Low Flow Sampling Equipment	\$240/day	Survey Equipment (Basic)	\$130/day
Metal Detector	\$65/day	Survey Equipment (Total Station)	\$200/day
Meter Rental (DO, pH, Cond., Temp)	\$40/day	Water Level Indicator	\$60/day
Oil/Water Interface Probe	\$95/day	X-Ray Fluorescence (XRF) Meter	\$635/day
Photoionization Detector (PID)	\$195/day		

ATTACHMENT C

Terms and Conditions

Proposed Scope of Work and Cost Estimate
Comprehensive Response Actions
Millis Library Property Petroleum Release
961 Main Street
Millis, Massachusetts
Release Tracking Number 2-18504

RANSOM CONSULTING, LLC

TERMS AND CONDITIONS

Ransom Consulting, LLC (the "Company") shall perform the services described in the attached Work Scope on behalf of the "Client" at a charge pursuant to either the fixed cost enumerated in the Work Scope or at the rates set forth in the attached Fee Schedule for time and materials and under the conditions and circumstances set forth below:

1. Billings/Payment:

Invoices for the Company's services shall be submitted, at the Company's option, either upon completion of such services or at the end of each calendar month. All such invoices shall be payable within thirty (30) days, the outstanding balance shall bear interest at the rate of one and one-half (1.5%) percent per month from date of original billing or at the highest interest rate permitted by law, whichever is less. The Client shall pay any service, sales or similar tax imposed upon the Company's services. It is further understood and agreed that if the Client fails to pay any invoice due to the Company within thirty (30) days after the date thereof, then the Company, without waiving any other claim or right against the Client, and without liability whatsoever to the Client, may terminate its performance hereunder. In the event of such termination, the Client agrees to promptly pay the Company for all services rendered through the date of termination. Such payment shall include: (a) full payment of all outstanding invoices, plus interest as stated above, plus (b) full payment of a final invoice for all work performed from the date of the last invoice outstanding through the date of termination. All amounts shall be paid in full, with interest as stated above, within ten (10) days after receipt by the Client of the final invoice. In the event that the Company places any invoice which is unpaid after the due date with an agency or an attorney for collection, the Client shall pay all costs and expenses of such collection, including without limitation attorney's fees and court costs, if any.

2. Limitations:

The Client recognizes that the Company's services are solely for the benefit of the Client and these services will include judgments based upon limited data rather than upon scientific fact. The Client understands that the Company may be required to make judgments or decisions based upon information provided by the Client or its contractors, and agrees that the Company may rely on such information in performing services under this Agreement. The Client understands and agrees that the services rendered by the Company shall be advisory only, and that the Client retains all decision-making responsibility with respect to all projects in which the Company participates. The Company shall perform its services in accordance with generally accepted practices and the Company shall be responsible solely for its own negligence. Any delayed use of the results of the Company's services will require updates. THE SERVICES OF THE COMPANY SHALL BE RENDERED WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF SERVICES PERFORMED HEREUNDER BY THE COMPANY, ITS AGENTS, EMPLOYEES OR OTHER REPRESENTATIVES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE COMPANY TO THE CLIENT OR ANY OTHER PERSON NOT A PARTY TO THIS AGREEMENT ARISING OUT OF ANY SERVICES PROVIDED BY THE COMPANY HEREUNDER SHALL NOT EXCEED THE AGGREGATE SUM OF COMPANY INVOICES SUBMITTED TO THE CLIENT FOR SERVICES PERFORMED HEREUNDER.

The Client agrees to notify all contractors and/or subcontractors who may perform work in connection with any report or study prepared by the Company of the above limitations on the Company's liability for errors, omissions or professional negligence, and to require, as a condition precedent of their performing work, a like limitation of liability as against the Company. In the event that the Client fails to obtain a like limitation of liability, any liability of the Company to such contractor or subcontractor arising out of alleged error, omissions or professional negligence shall be allocated between the Client and the Company in such a manner that the aggregate liability of the Company to all parties, including the Client, shall not exceed the aggregate amount of invoices submitted hereunder. In the event that the Client makes a claim against the Company, at law or otherwise, for any alleged error, omission or act arising out of the performance of the Company's services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by the Company in defending itself against such claim, including, without limitation, attorney's fees and costs and fees and expenses of experts. In no event may the Client bring any claim, action or proceeding arising out of the services provided by the Company hereunder more than two (2) years after the date such services were provided.

Without limiting the generality of the above limitations on liability of the Company, the Company will not be liable for damage or injury arising from damage to or interference with subterranean structures (including without limitation, pipes, tanks, telephone cables, etc.) which are not called to the Company's attention and not correctly shown on the plans furnished by the Client in connection with work performed under this Work Scope.



3. Right of Entry:

The Client hereby authorizes the Company, or represents and warrants that authorization has been duly granted to the Company (if the project location is not owned by the Client), its agents, staff, consultants and contractors or subcontractors, to enter upon the project location for the purpose of performing and with the right to perform all acts, studies and research, including without limitation, the making of test borings and other soil and water samplings, pursuant to the Work Scope. The Client hereby recognizes that the use of exploration equipment may unavoidably affect, alter or damage the terrain and affect vegetation, building, structures and equipment, in, at or upon the area being studied. The Client will not hold the Company liable or responsible for any such reasonable effect, alteration or damage. The Client agrees to pay the Company an additional fee for any services performed at the Client's request to restore the condition of the area being studied.

4. On-Site Services:

Any services or monitoring provided by the Company at a site during project construction, remedial action or other site activities are not intended to include review of the adequacy of any contractor's health and safety measures in, on or near the construction site and will not relieve any contractor of its responsibilities for performing the work in accordance with applicable laws and regulations and with the plans and specifications. The Company and the Client agree that the contractor will be solely and completely responsible for working conditions on the job site, including health and safety of all persons and property during the performance of the work, and compliance with OSHA, NIOSH, U.S. EPA, and other applicable regulations.

5. Licensed Site Professional Services:

If any of the services to be performed under the Work Scope relate to sites in Massachusetts, the following provisions will apply:

In the event that any employee or subcontractor of the Company acts as a licensed site professional ("LSP"), as defined in the Massachusetts Contingency Plan (310 CMR 40.0000), the Client acknowledges that (a) any opinions rendered by the LSP will reflect the LSP's independent professional judgment based upon the studies, investigations, tests, analyses, level of supervision or other services that the LSP determines to be necessary or appropriate in order to establish a basis for such opinions, (b) other professionals and the Massachusetts Department of Environmental Protection ("MA DEP") may have legitimate differences of opinion regarding various aspects of an environmental site assessment or remediation and (c) the MA DEP may require additional assessment and/or remediation services, even though the Company's services have been performed competently and in accordance with the standard of care set forth in the Massachusetts Contingency Plan, as in effect at the time of the Company's original provision of services. The Client agrees to cooperate with the LSP and the MA DEP in obtaining all additional services or information deemed necessary by the LSP or the MA DEP. If the Company and the Client are unable to reach mutual agreement on the terms under which the services or information will be obtained, the Company may terminate its services upon giving written notice to the Client, and the Client will pay the Company for all services and expenses through the date of termination in accordance with this Agreement.

In addition, the Client recognizes that the MA DEP may at any time audit all or part of the LSP's services or the assessment or remediation in which the LSP participated. The Client acknowledges that such an audit is not an indication that the services were deficient or failed to comply with the Massachusetts Contingency Plan as in effect at the time the Company originally provided its services. The Company shall be entitled to additional compensation for any time spent and to reimbursement for any expenses incurred in responding to any MA DEP audit (in accordance with the Company's fee schedule then in effect).

6. Indemnification:

The Client acknowledges that the Company has not generated or released and is not otherwise responsible, in whole or in part, for the presence of any oil, hazardous materials, pollutants, asbestos or other potentially dangerous substance at the site identified in the Work Scope. Therefore, the Client agrees to defend and save the Company, its officers, employees and subcontractors harmless from all liability, losses, damages, claims, demands and suits, including expenses of suit and reasonable attorneys' fees, arising from personal injuries, disease or death, property loss or damage, natural resource damages, injuries to others (including personnel of the Client and of the Company, its contractors and subcontractors performing work hereunder), or from air, water or soil pollution or environmental contamination arising out of or in any manner connected with or related to the performance of this Work Scope, except if such injury, loss or damage shall be caused solely by the gross negligence or willful misconduct of the Company, its employees, agents or representatives.

7. Duty of the Client:

It shall be the duty of the Client to advise the Company promptly of any known or reasonably knowable oil or hazardous materials or any condition existing in, on or near the premises upon which work is to be performed by the Company's employees or subcontractors that presents a potential or possible health hazard or nuisance. If the Client fails to advise the Company or, notwithstanding such advice, unanticipated occurrences of such substances or conditions are discovered



during the course of the work, and such discovery in the judgment of the Company results in or may result in injury or a health risk to persons, whether the Company's personnel, the Client's personnel or others, the Client agrees that it shall assume full responsibility and liability for any resulting personal injury, including disease, medical expenses and/or death, property damage or economic loss, including consequential damages.

8. Changes in Work Scope:

If any unforeseen hazardous materials or other unforeseen conditions are encountered during execution of the work which, in the judgment of the Company, significantly affect or may affect the work or the recommended Work Scope, the Company will notify the Client as soon as practicable. In such event, the Client and the Company agree to pursue one of the following: (1) if practicable, in the judgment of the Company, complete the original Work Scope; (2) modify the Work Scope and budget estimate to include study of the previously unforeseen conditions, with this Agreement being amended accordingly and in writing; or (3) terminate the Work Scope. In the event of termination, the Client agrees to pay the Company in full for all work completed and fees due until written termination notice has been received by the Company and to pay all costs incurred by the Company prior to and in connection with discontinuing the work hereunder, such as completion of files and preparation of a written report to the Client of findings to date of termination and all costs associated with subcontract termination. The Client also acknowledges that the Company may be required by statute, regulation or court order to report the finding of oil or hazardous materials or certain other matters to state or federal authorities.

9. Confidentiality:

The Company will not disclose information about its services, its reports or information which the Client has provided to the Company and designated as confidential, without the Client's prior consent, except to the extent necessary (a) for the Company to perform its services, (b) to comply with professional standards to protect public health, safety and the environment or (c) to comply with court orders, laws, governmental regulations and other legal requirements. Information generally available to the public, technical information the Company may have developed independently and information the Company acquires from third parties without any breach of duty will not be considered confidential. If by order of court, statute or regulation ("orders"), the Company is required to disclose information in its possession, it shall give the Client prompt notice of such facts. Thereafter, the Company may, without liability to the Client or others, comply with such orders. If any claims are asserted against the Company because of its compliance, the Client will hold the Company harmless from such claims and any reasonable expenses incurred, provided that the Company's disclosure is made under a reasonable bona fide belief, or on advice of counsel, that disclosure is required by such orders.

10. Opinions of Probable Clean-up and Disposal Costs:

The Company may give opinions of probable clean-up and disposal costs as part of the Work Scope. These opinions may also involve approximate quantity estimates. The Client understands and agrees that quantity estimates are estimates only, and are not accurate enough for clean-up and disposal bids. The Company does not guarantee or warrant the accuracy of estimates of probable clean-up and disposal costs as compared to bids of Contractors, or compared to actual clean-up and disposal costs.

11. Documents:

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Company shall remain the property of the Company. The Client agrees that all reports and other work furnished to the Client or its agents, shall be utilized by the Client solely for the purposes of the contemplated project. Any documents prepared by the Company which are not paid for by the Client, shall be returned upon demand and shall not be used by the Client for any purpose whatsoever. The Company will retain all pertinent records relating to performed services for a period of two (2) years following submission of the report or any other period mandated by law, during which period the records will be made available to the Client at the Company's Office at all reasonable times. Copies will be prepared by the Company for the Client for reasonable cost of reproduction.

12. Disposal of Contaminated Material:

The Client agrees that the Company is not, and has no responsibility as, a handler, generator, owner, operator, treater, storer, transporter or disposer of oil, hazardous material or toxic substances found or identified at a site except as relates to laboratory samples. With the exception of laboratory samples, the Company does not arrange directly or indirectly for the transport, disposal, storage or treatment of any material, including oil or hazardous waste. Arrangements for the handling, removal, treatment, storage, transportation and disposal of oil, hazardous material or constituents found or identified at the site will be undertaken by others.

13. Samples:

The Client will pay all costs associated with the storage, transport and disposal of samples. All samples of soil, water, waste, stock or other materials collected from the site will be disposed of sixty (60) days after completion of laboratory

testing unless the Client makes other arrangements at the time it accepts the Company's proposal or unless applicable law requires their retention, in which event the Client will pay an additional fee for storage as determined by the Company.

14. Public Liability:

Company represents and warrants that its staff are protected by Worker's Compensation insurance with statutory limits; and that Company has such coverage under Public Liability and Property Damage insurance policies which Company deems adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. Only within and only to the extent of the limits and conditions of such insurance, Company agrees to indemnify and save Client harmless from any claims, demands, suits, or liabilities arising from any negligent acts by Company, its agents, staff, contractors or consultants employed or engaged by it. In no event shall Company be liable or responsible for any loss, damage, or liability, including but not limited to fire and explosion, beyond the amounts, limits, and conditions of such insurance, or if such loss, damage, or liability is excluded from such coverage of such insurance.

15. Reliance:

The Client recognizes that the services and the contents of any project reports and associated documents provided to the Client by the Company are solely for the benefit of the Client and its heirs, successors and permitted assigns whose reliance thereon is not independent of Client's. The contents of any project reports and associated documents, including but not limited to any opinions and recommendations embodied therein, are not to be quoted or otherwise referenced to nor furnished to any other person, and no other person shall be entitled to rely thereon, without the Company's prior written consent. The Company and the Client agree that such consent will be given by the Company only upon its receipt of (i) additional consideration in an amount sufficient in its sole discretion to compensate the Company for its additional exposure, and (ii) the written agreement of the third party seeking to rely upon the contents of any project reports and associated documents accepting the entire contents of this Agreement, including the specified Work Scope, the Terms and Conditions, and any additional limitations included within the body of the applicable reports and/or documents upon which reliance is sought. Notwithstanding the foregoing, the Company may withhold its consent for any reason or no reason in its sole discretion.

16. General:

In an effort to resolve any conflicts that arise during the Project or following the completion of the Project, the Client and the Company agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Company further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

The Work Scope, Fee Schedule and these Terms and Conditions constitute the entire agreement of the parties and there is no other agreement relating to the services to be rendered by the Company that is not expressed herein. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts without regard to its principles of conflicts of laws.

Each party is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees, agents (including without limitation, any subcontractors) and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

If any of these Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform these conditions and to replace any such invalid or unenforceable provision with a valid and enforceable provision as close in meaning as possible to the intention of the stricken provision.

Ransom Consulting, LLC is an Equal Opportunity Employer.



23-044


Discuss Potential Legislative Earmarks for FY24



TOWN OF MILLIS

TO: Select Board

CC: Karen Bouret DeMarzo, Operations Support Manager

FROM: Michael Guzinski, Town Administrator 

DATE: February 24, 2023

Discuss Potential Legislative Earmarks for FY24

Greetings,

Chair Underhill and I recently met with our state legislative delegation to discuss a number of topics important to the Town of Millis. One of the issues that was raised centered around any specific needs that the Town of Millis may have that they may assist us with through a legislative earmark. I'm therefore requesting that the Board consider approving a list of requested earmarks that we can send to our state senator and our two representatives. I've put a list together of some suggested items for your consideration. This is not intended to be an exhaustive list but just a starting point for your discussions.

We can discuss this important matter in detail during your meeting on Monday.

Proposed Earmarks for consideration

- *Funding for design/study of a new Senior Center (\$75,000)*
- *Transportation Vehicle for Senior Center (\$30,000)*
- *Aerial Boom Lift for use at all Municipal/School Buildings (\$46,000)*
- *Library Building Repairs (\$31,000)*
- *Upgrade Wireless Systems in Schools (\$68,000)*

Please let me know if you have any questions.

Thank you.

23-045

Ratify Contracts:

Fire Chief

Professional Firefighters of Millis, Local 4704



TOWN OF MILLIS

TO: Select Board

CC: Karen Bouret DeMarzo, Assistant Town Administrator

FROM: Michael Guzinski, Town Administrator

DATE: February 24, 2023

**RE: Ratification of PFFM Local 4704 Collective Bargaining Agreement and
ratification of the Employment Agreement with the Fire Chief**

Greetings,

Attached is the signed three year agreement between the Town of Millis and the PFFM Local 4704. This agreement was successfully reached after a very productive series of negotiations and is beneficial to both the members of PFFM Local 4704 and to the Town of Millis. I'd like to thank both Selectwoman Ellen Rosenfeld, and Chief Rick Barrett for all of their work in bringing this process to a successful conclusion. I'd also like to thank the members of the PFFM Local 4704 negotiating team for a constructive and collaborative negotiation process.

Also attached is the signed three year agreement between the Town of Millis and Fire Chief Rick Barrett. The Chief has performed exceedingly well during his tenure here and I very much look forward to continue working with him.

I'm requesting that the Board formally vote to ratify both of these agreements.

Thank you.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF MILLIS
AND
THE PROFESSIONAL FIREFIGHTERS OF MILLIS, LOCAL 4704**

February 13, 2023

WHEREAS, the Town of Millis (the "Town") and the Professional Firefighters of Millis, Local 4704 (the "Union") have been negotiating for a successor contract to the collective bargaining agreement which terminated on June 30, 2022; and

WHEREAS, the parties and the Union have, subject to ratification by the Union and the Select Board and funding by Town Meeting, come to terms relative to a new agreement between the parties; and

WHEREAS, the parties have agreed to execute a Memorandum of Agreement pending the final drafting of a new agreement.

NOW, THEREFORE, the Town and the Union agree as follows:

1. The parties agree that the existing contract shall continue in force and effect and its terms except to the extent specifically amended as below which shall be incorporated with the successor agreement.


2. The parties agree to amend Article 6 to provide for a 2.0% Increase Annually, retroactive payment only to members of the bargaining unit as of the date of ratification and to members who have retired since July 1, 2022; and to further amend Article 6 to eliminate the hourly rate in Step 1 of the pay scale, move all wage amounts down one Step, and add a new Step 6 (2.5% increase)(*Effective FY24*); and to further amend Article 6 to eliminate the hourly rate in current step 3 of the Lieutenant pay scale and move all wage amounts down 1 Step with a 2% pay increase and add a new Step 6 (2.5% increase)(*Effective FY24*).

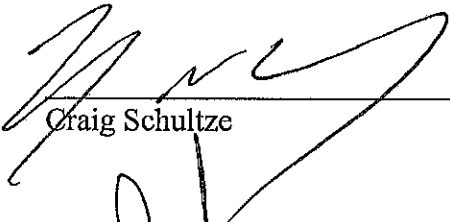
Example

Tier 1	\$150
Tier 2	\$300
Tier 3	\$450

Max/Year \$1,500

FOR THE TOWN


Erin Underhill


Craig Schultze


Ellen Rosenfeld

FOR THE UNION



THE PROFESSIONAL FIREFIGHTERS OF MILLIS, LOCAL 4704

UPDATES

FY22 Rates eff. 7/1/21

Step (per hour)	1	2	3	4	5	6
Firefighter ALS	\$ 29.05	\$ 30.33	\$ 31.42	\$ 32.67	\$ 34.10	\$ 35.34
Firefighter BLS	\$ 26.40	\$ 27.47	\$ 28.57	\$ 29.70	\$ 30.90	\$ 32.13
Firefighter Stipend	\$ 562					
Lieutenant ALS			\$ 35.20	\$ 36.60	\$ 38.06	\$ 39.59
Lieutenant BLS			\$ 31.98	\$ 33.27	\$ 34.59	\$ 36.00
Lieutenant Stipend	\$ 749					

current

FY23 Rates eff. 7/1/22

2% COLA

Step (per hour)	1	2	3	4	5	6
Firefighter ALS	\$ 29.63	\$ 30.94	\$ 32.05	\$ 33.32	\$ 34.78	\$ 36.05
Firefighter BLS	\$ 26.93	\$ 28.02	\$ 29.14	\$ 30.29	\$ 31.52	\$ 32.77
Firefighter Stipend	\$ 573.24	\$ -	\$ -	\$ -	\$ -	\$ -
Lieutenant ALS	\$ -	\$ -	\$ 35.90	\$ 37.33	\$ 38.82	\$ 40.38
Lieutenant BLS	\$ -	\$ -	\$ 32.62	\$ 33.94	\$ 35.28	\$ 36.72
Lieutenant Stipend	\$ 764					

2% COLA

FY24 Rates eff. 7/1/23

2% COLA and step adjustment

Step (per hour)	1	2	3	4	5	6	7	15 YEARS
Firefighter ALS	\$ 31.56	\$ 32.69	\$ 33.99	\$ 35.48	\$ 36.77	\$ 37.69	\$ 38.63	
Firefighter BLS	\$ 28.58	\$ 29.72	\$ 30.90	\$ 32.15	\$ 33.43	\$ 34.27	\$ 35.13	
Firefighter Stipend	\$ 585	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lieutenant ALS	\$ -	\$ -	\$ 38.08	\$ 39.60	\$ 41.19	\$ 42.22	\$ 43.28	
Lieutenant BLS	\$ -	\$ -	\$ 34.62	\$ 35.99	\$ 37.45	\$ 38.39	\$ 39.35	
Lieutenant Stipend	\$ 779							

2% COLA

STEP ADJUSTMENTS:

Eliminated Step 1 & added step
new step 6 = 2.5% inc. over step 5
new step 7 (15 yrs)= 2.5% over step 6

FY25 Rates eff. 7/1/24

2% COLA

Step (per hour)	1	2	3	4	5	6	7	15 YEARS
Firefighter ALS	\$ 32.19	\$ 33.34	\$ 34.67	\$ 36.19	\$ 37.51	\$ 38.44	\$ 39.40	
Firefighter BLS	\$ 29.15	\$ 30.31	\$ 31.52	\$ 32.79	\$ 34.10	\$ 34.96	\$ 35.83	
Firefighter Stipend	\$ 596							
Lieutenant ALS	\$ -	\$ -	\$ 38.84	\$ 40.39	\$ 42.01	\$ 43.06	\$ 44.15	
Lieutenant BLS	\$ -	\$ -	\$ 35.31	\$ 36.71	\$ 38.20	\$ 39.16	\$ 40.14	
Lieutenant Stipend	\$ 795							

2% COLA

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF MILLIS AND
RICHARD Y. BARRETT**

THIS AGREEMENT, made and entered in accordance with Chapter 41, Section 108N of the Massachusetts General Laws this 13th day of February, 2023 by and between the Town of Millis, Massachusetts, a municipal corporation, acting by and through its Select Board, who act hereunder in their representative capacity only and without personal liability to themselves, hereinafter called "Town" or "Board", as party of the first part, and Richard Y. Barrett, residing at 177 Spring Street, Millis, Massachusetts, hereinafter called "Fire Chief", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the Board desires to employ the service of said Richard Y. Barrett as Fire Chief of the Town of Millis; and

WHEREAS, the Board, under Chapter 41, Section 108O of the General Laws, may contract with the Fire Chief for such services; and

WHEREAS, it is the desire of the Board to establish a contract providing for the benefits, conditions of employment and working conditions of said Fire Chief; and

WHEREAS, it is the desire of the Board to retain the services of the Fire Chief, and to provide inducement for him to remain in such employment; and

WHEREAS, the Fire Chief represents that he is qualified and capable of performing the duties and responsibilities of said position, and

WHEREAS, Richard Y. Barrett desires full time employment as Fire Chief of said Town and to use his best efforts, skills, abilities and training to carry out the duties and responsibilities of the position;

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

SECTION 1. FUNCTIONS AND DUTIES OF THE FIRE CHIEF

For a term of three (3) years, the Town Administrator hereby and hereafter appoints, and the Select Board approves such appointment of, Richard Y. Barrett as Fire Chief pursuant to and in accordance with Chapter 48, Section 42 of the Massachusetts General Laws, as amended, and the Town of Millis Home Rule Charter, and Richard Y. Barrett hereby accepts appointment as Fire Chief of the Town of Millis.

The Fire Chief shall be the Chief Administrative Officer of the Fire Department. The Fire Chief shall perform the duties specified in the Fire Chief's job description, as may be amended from time to time by the Select Board, as well as the duties specified in the Charter of the Town of

Millis, as well as all applicable bylaws, rules and regulations, votes of the Select Board, general or special laws, and to perform such other legally permissible and proper duties and functions as the Select Board shall from time to time assign and/or are normally within the range of duties and responsibilities performed by a person holding the position of Fire Chief. As the Chief Administrative Officer of the Fire Department, the Fire Chief shall ensure the efficient and effective operations of the Fire Department by managing with fiscal responsibility and constraint, with due regard to employee relations and accountability, and with forward thinking innovation as to goals and needs of Town operations. More specifically, the Fire Chief's duties shall include but not be limited to the following:

- A. Supervision of the daily operation of the Fire Department. Given the level of available staffing, the Chief's position requires the Fire Chief to serve as an operational component for the delivery of fire and emergency medical services to the community.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Fire Department budget.
- D. Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Fire Department.
- E. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the department.
- F. Supervision and control of all departmental equipment and motor vehicles belonging to or used by the Fire Department.
- G. Establishing uniforms, equipment and vehicle specifications for the Fire Department.
- H. Being in charge of all full-time and on-call Firefighter/EMTs.
- I. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- J. Responsible for the Fire Department's emergency medical services operation and advanced life support (ALS) operation.
- K. Maintaining the discipline of department personnel, the issuing of orders, rules, regulations, policies and procedures and the assignment to tours, shifts and duties of all department personnel.
- L. Being available for hearings before any board of the Town at which the Fire Department is required to appear and before the Town Meeting.
- M. Being responsible for planning, organizing, directing, staffing and coordinating fire prevention and firefighting operations.
- N. Serving as the Director for the Millis Emergency Management Agency.

SECTION 2. TERM

A. The term of this contract shall be from July 1, 2023 until June 30th, 2026.

B. This contract shall be formally reviewed prior to its expiration. It shall be the goal of the parties to determine whether or not this agreement shall be renewed at least 12 months prior to its expiration. The Fire Chief shall be advised in writing of the decision to renew or not to renew this agreement at least six (6) months prior to its expiration date, to wit: January 1, 2026; there shall be no automatic extension if the Fire Chief is provided with notice in accordance with this provision. If the Town decides to renew the agreement, then either the Fire Chief or the Town may request that the provisions be renegotiated with mutually satisfactory terms. Should the parties fail to reach agreement on a successor contract by the expiration of this agreement following the expiration of the notice period, then this agreement shall be automatically extended for a one-year period upon the same terms as are current at that time.

C. It is expressly understood that a decision not to renew this Agreement shall not be construed as a dismissal or require a hearing and is expressly subject to a satisfactory review of the Fire Chief's performance as set forth in Section 5 herein.

D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Town Administrator to suspend and/or terminate the services of the Fire Chief at any time, subject only to the provisions set forth in Section 3 of this agreement, and any other applicable law.

SECTION 3. SUSPENSION, TERMINATION & SEVERANCE PAY

A. The Town Administrator may place the Fire Chief on paid administrative leave to investigate charges against the Fire Chief or otherwise evaluate contemplated disciplinary action by notifying the Fire Chief in writing of its decision at any time during the term of the Agreement. Said decision to place the Fire Chief on paid administrative leave shall not be construed as discipline or be subject to the hearing requirements specified herein.

B. The Town Administrator may suspend, discharge, or otherwise discipline the Fire Chief for good cause shown subject to the hearing, notification and severance provisions set forth in this Section 3 for cause including malfeasance, misfeasance or nonfeasance in office, poor performance, or violation of the terms and conditions of this Agreement.

C. When reasonably possible, the Town Administrator will provide the Fire Chief with written notice of his intent to suspend the Chief's employment and the reasons therefore, fifteen (15) days in advance of taking such action. Within those fifteen (15) days, the Fire Chief may request a hearing at which the Fire Chief may be represented by counsel at his own expense and may present witnesses and evidence on his own behalf. Such a hearing will be conducted within fifteen (15) days of the Fire Chief's request. In the event no request is submitted, the Town Administrator's action will be final fourteen (14) days after the delivery of the notice of intent. If a hearing is requested and held, the Town Administrator will have seven (7) days from the conclusion of the hearing to render his final decision.

When reasonably possible, the Town Administrator will provide the Fire Chief with written notice of his intent to terminate the Chief's employment and the reasons therefore, fifteen (15) days in advance of taking such action. Within those fifteen (15) days, the Town Administrator shall schedule a hearing at which the Fire Chief may be represented by counsel at his own expense and may present witnesses and evidence on his own behalf. The Fire Chief may elect to waive said hearing. If the hearing is held, the Town Administrator will have seven (7) days from the conclusion of the hearing to render his final decision.

The decision to suspend or terminate within the term of the contract shall be made on the basis of a for cause standard as defined in subsection B of Section 3. Any hearing held pursuant to this Section shall be closed to the public unless otherwise mutually agreed by the Fire Chief and the Town. The time limits set hereunder are maximal. The Town Administrator's decision may be appealed to the Select Board. The Fire Chief may appeal any termination or suspension upheld by the Select Board to an arbitrator mutually satisfactory to the Town and the Fire Chief. In the event the parties are unable to select an arbitrator, the matter will be referred to the American Arbitration Association for selection.

D. In the event that the Fire Chief is terminated by the Town Administrator during such time that he is willing and able to perform his duties under this agreement, except for cause as set forth in paragraph D herein, or in the event the Fire Chief resigns following a formal suggestion by the Town Administrator that he resign before the expiration of the then applicable term of employment, then the Town agrees to pay the Fire Chief a lump sum cash payment equal to nine months aggregate salary plus accrued and unused vacation time, which amount shall be paid to the Fire Chief on or before the effective date of termination of his employment. The Town agrees to continue the Fire Chief on the health insurance plan for a period of six (6) months and the premium amount paid by the Town and the Fire Chief shall be the same as for town employees covered under the Personnel Plan. This section shall survive the termination of this agreement.

E. In the event that the Fire Chief is terminated because of willful misconduct, embezzlement, fraud against the Town, or conviction of a felonious act in office, but expressly excluding inefficiency, incapacity, failure to meet performance standards, or insubordination, the Town shall have no obligation to pay the aggregate salary sum designated in this section.

F. In the event that the Fire Chief resigns following request by the Town Administrator that he resign, then, in that event, the Fire Chief may, at his option within thirty (30) calendar days of the event, be deemed to be terminated and the severance pay provision as stated in Section 3, paragraph C shall be applicable.

G. In the event the Fire Chief voluntarily resigns his position with employer before expiration of the aforesaid term of employment, then the Fire Chief shall give the Board one hundred twenty (120) days' notice in advance unless the parties otherwise agree in writing, signed by both parties. In the event that the Fire Chief voluntarily resigns, he shall not be eligible for severance benefits set forth in Section 3, paragraph C except for lump sum payment for accumulated vacation leave and any other leave buy-back provisions as may apply to non-union employees of the Town.

H. The acceptance by the Fire Chief of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Fire Chief may have against the Town, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities.

SECTION 4. SALARY

A. All salary and fringe benefits provided in this agreement and obligations of the parties are subject to annual appropriation through the budget process, except for compensation owed pursuant to Section 3, paragraph C, which shall nonetheless be an obligation of the Town under this contract. This section shall survive the termination of this agreement.

B. The Town and the Fire Chief agree that the Town shall pay the Fire Chief in equal installments pursuant to the Town's payroll cycle, less lawful withholdings and deductions. The Fire Chief agrees to receive this compensation via direct deposit.

C. The annual salary of the Fire Chief for the period of July 1, 2023 to June 30, 2024 shall be \$154,082. The Fire Chief shall receive a one and a half percent (1.5%) salary increase on July 1, 2024. The Fire Chief shall receive a one and a half percent salary increase on July 1, 2025. In addition to the above salary, the Fire Chief may receive up to a one and a half percent (1.5%) annual increase, if the Town Administrator, in its sole discretion, determines that his performance is proficient, documented through the performance evaluation process described in Section 5 of this agreement.

D. The Fire Chief shall be provided a clothing/supplies and cleaning allowance of one thousand (\$1,000) dollars annually, payable in the first payroll of the fiscal year.

E. The Fire Chief shall be provided a longevity payment of one thousand two hundred (\$1,200) dollars, payable in two equal installments in the first payroll of the fiscal year and the first payroll in December.

F. The Fire Chief shall be provided an Emergency Management Director stipend of five thousand (\$5,000) dollars, payable in the first payroll of the fiscal year.

G. If the Fire Chief has not received a notice of non-renewal at least nine (9) months prior to the expiration of this agreement and continues in office after the expiration of this Agreement, and there is no successor agreement, he shall continue to receive the latest salary under this Section until such time as his salary shall be otherwise provided for by the Town. This section shall survive the termination of this Agreement.

SECTION 5. PERFORMANCE EVALUATION

A. The Fire Chief's performance shall be reviewed and evaluated on an annual basis in February of each year, by the Town Administrator. All reviews and evaluations shall be in accordance with specific criteria developed jointly by the Town Administrator and the Fire Chief. Said criteria may be added to and deleted from time to time by the Town Administrator

and the Fire Chief. The Town Administrator shall provide the Fire Chief with a written statement of the performance evaluation.

B. The Fire Chief shall notify the Town Administrator by the first week in January of each year that the review and evaluation are due in February.

C. In effecting the provisions of this Section, the Town Administrator and the Fire Chief, mutually agree to abide by the provisions of applicable law.

SECTION 6. HOURS OF WORK

Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job, the Fire Chief will be required to expend additional time beyond the normal workday, and the Fire Chief agrees to do same as is required. Such additional time includes but is not limited to time required to represent the Town at various meetings and events, meetings with the Board and other Town boards, commissions, departments, and time necessitated by emergency situations. It is acknowledged that the position of Fire Chief is that of an executive nature as that term is defined in the Fair Labor Standards Act and its rules and regulations. Accordingly, there shall not be paid overtime or additional compensation for said additional time, and that the Fire Chief is considered an exempt employee for the purposes of the statute. It is further understood that the Fire Chief's work hours shall be flexible in recognition of the additional time he may spend beyond the normal workday in the conduct of the Town's business.

SECTION 7. OUTSIDE ACTIVITIES

During the term of this Agreement, the Fire Chief may accept speaking, writing, lecturing, teaching or other paid engagements of a professional nature as he sees fit, provided they do not interfere with the performance and discharge of his duties and responsibilities as the Fire Chief or violate G.L. c. 268A. Any such engagements, activities, or work must be approved in advance by the Board, which approval will not be unreasonably delayed or denied.

SECTION 8. BENEFITS: HEALTH, DENTAL, DISABILITY, AND LIFE INSURANCE; PAID LEAVE; VEHICLE EXPENSES; DEFERRED COMPENSATION

A. The Town, per the Town of Millis personnel plans and health and insurance plans, agrees to provide health, dental and life insurance for the Fire Chief and his dependents at a contribution rate equal to that extended to other employees of the Town. The Fire Chief shall also be provided with all other benefit entitlements generally available to full time personnel of the Town under the same terms and conditions unless otherwise stated under the terms of this agreement.

B. The Town shall reimburse the Fire Chief for the cost of a personal disability policy up to a maximum of \$3,500 during each year of this agreement.

C. The Town shall reimburse the Fire Chief for the cost of a life insurance policy up to a maximum of \$1,500 during each year of this agreement.

D. The Fire Chief shall be entitled to twenty-five working days of paid vacation per contract year. A maximum of fifteen days of unused vacation may be carried over from one fiscal year to another. The total carry-over of vacation from year-to-year will under no circumstances exceed fifteen days. Vacations shall be taken by the Fire Chief with due regard to the effective and efficient operation of the Town. The Fire Chief may opt to forgo one week of his five weeks of vacation leave per fiscal year and instead be paid for that week.

E. The Town agrees to provide the Fire Chief with holiday leave, bereavement leave, and jury leave, in accordance with the Town's Personnel Policies. The Fire Chief shall be granted three (3) Personal Days per contract year to attend to personal matters as may be necessary. There shall be no payout or buyback of Personal Days upon separation of service from the Town. The Chief shall receive holiday pay in accordance with Chapter 41, section 17F.

F. The Fire Chief shall accrue sick leave in accordance with the Town's Personnel Policies for his use or for dependent care. A maximum of 60 days of unused sick leave may be carried over from one fiscal year to another. The Fire Chief shall have the option of entry into the non-union Sick Leave Bank. There shall be no payout or buyback of sick time upon separation of service from the Town.

G. The Town shall pay from the benefits budget an amount equal to five percent (5%) of Fire Chief's base salary per contract year, said amount to be used for the Fire Chief's deferred compensation or individual retirement account (IRA).

H. As a sworn member of the Fire Department, the Chief shall be entitled to injury-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

I. The Fire Chief shall be eligible to participate in the Norfolk County Retirement System and the Commonwealth of Massachusetts Deferred Compensation Program.

J. It is recognized that the Fire Chief is on call 24-hours per day, 7 days per week throughout the year to respond to any call for service and/or crises and is required to attend regional professional meetings and training, and to attend local community meetings and events, many of which occur in his off duty hours. As required by his job, the Fire Chief must respond from wherever he is (within reason) to his base of operation or where he is needed. The Town shall provide a vehicle for use by the Fire Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Fire Chief in connection with the performance of his duties as Fire Chief and for his professional growth and development. The vehicle may be used by the Fire Chief for personal reasons since the Fire Chief is "on-call" on the event of an emergency; provided, however, travel outside of New England must be approved by the Town Administrator and the vehicle shall not be used for vacations of more than three (3) days.

SECTION 9. DUES, SUBSCRIPTIONS, AND GENERAL EXPENSES

Subject to annual budgetary appropriation, the Town agrees to pay for the professional dues, subscriptions, and conference expenses of the Fire Chief necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continuous professional participation, growth and advancement, and for the

good of the Town. Such dues shall be limited, unless otherwise agreed to by the Board, to International Association of Fire Chiefs, Fire Chiefs' Association of Massachusetts, Norfolk County Fire Chiefs' Association, and New England Fire Chiefs' Association, and one civic organization of the Fire Chief's choice. The Fire Chief shall also be reimbursed for any expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic or social events.

SECTION 10. PROFESSIONAL DEVELOPMENT

The Town hereby agrees to budget for and to pay the reasonable travel and subsistence expenses of the Fire Chief for professional development to include, but not be limited to, short courses, seminars and meetings that are necessary for his professional growth for the good of the Town and the Millis Fire Department. The Town shall pay the costs of required textbooks, which shall become the property of the Fire Chief. The Fire Chief agrees to notify the Town Administrator in advance of confirming attendance at such courses, seminars and meetings, and attendance at such meetings is subject to the prior approval of the Town Administrator and availability for the appropriated funds for such expenses.

SECTION 11. INDEMNIFICATION

To the extent permitted by law, the Town shall defend, save harmless and indemnify the Fire Chief against any tort, professional liability, claim or demand, or other civil legal action brought by a third party, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Fire Chief, except for claims or damages arising from the grossly negligent or illegal acts of the Fire Chief, even if said claim has been made following his termination from employment. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may at its discretion compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Fire Chief. The Town shall pay all costs and expenses related thereto, including attorney fees. This indemnification shall also apply to the Fire Chief after he leaves the employment of the Town. This section shall survive the termination of this Agreement.

SECTION 12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Subject to this agreement, the Board, after discussion with the Fire Chief, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance, duties and responsibilities of the Fire Chief, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Millis Town Charter, or any other law.

B. All provisions of the Town relating to Earned Leave, Retirement and Pension System Contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Fire Chief as they would to other employees of the Town, in addition to said benefits enumerated specifically for the benefit of the Fire Chief except as herein provided. The Fire Chief shall comply with state, federal and local law, as well Town policies, rules and regulations, including the Town's personnel policies.

C. The Fire Chief shall participate in and be subject to any drug and alcohol testing policy adopted by the Town and the Professional Firefighters of Millis, Local 4704.

D. Residence in the Town of Millis shall not be a condition of the Fire Chief's employment.

E. If the Fire Chief dies during the term of his employment, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to date of the Chief's death, including but not limited to, payment for any previously accrued, but unused vacation days.

F. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws or Rules and Regulations.

SECTION 13. NO REDUCTION IN BENEFITS

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Fire Chief, except to the degree such a reduction is across the board for all other employees of the Town.

SECTION 14. NOTICES

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, sent via certified mail, postage prepaid, addressed as follows:

1. Town:

Chair, Select Board
Veterans Memorial Building
900 Main Street
Millis, MA 02054

2. Fire Chief:

Richard Y. Barrett
177 Spring Street
Millis, MA 02054

Alternatively, notices required pursuant to this agreement may be served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or left at the last and usual place of abode of the Fire Chief or as of date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 15. GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Fire Chief.

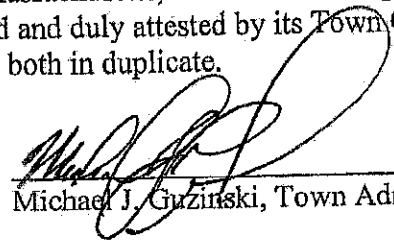
C. If any provision or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

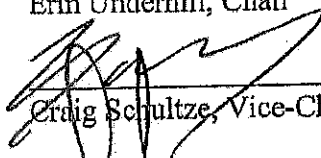
D. For the purposes of the Fair Labor Standards Act, the Fire Chief shall be an "exempt employee."

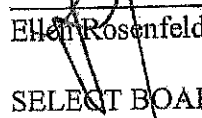
E. The failure of a party to insist on strict compliance with a term or provision of this agreement shall not constitute a waiver of any term or provision of this agreement.

IN WITNESS WHEREOF, the Town of Millis, Massachusetts, has caused this agreement to be signed and executed in its behalf by its Select Board and duly attested by its Town Clerk, and the Fire Chief has signed and executed this Agreement, both in duplicate.


Erin Underhill, Chair


Michael J. Guzinski, Town Administrator


Craig Schultze, Vice-Chair


Ellen Rosenfeld, Clerk

SELECT BOARD
MILLIS, MASSACHUSETTS

Date

ATTEST:

APPROVED AS TO FORM

Town Clerk
(Seal)

Town Counsel

I certify there is an appropriation to fund this contract

Finance Director


RICHARD Y. BARRETT

2/22/2023
Date

23-046

Board/Committee Liaison Updates

23-047

Approval of Water/Sewer Commitment

22-048

Approval of DRAFT Minutes

4/4/22

2/6/23

2/13/23

Select Board Meeting Minutes - Budget Presentations 02/06/23.

Chair Underhill called the Meeting to order at 9:00am

The following persons were present: Chair Erin Underhill, Vice Chair Craig Schultze, Clerk Ellen Rosenfeld, Town Administrator Mike Guzinski, Assistant Town Administrator/HR Director Karen Bouret DeMarzo, and Finance Director Carol Johnston.

The following departments made their budget proposals:

Police at 9:00am

Sel. Schultze made a motion for budgeting purposes include marijuana funding requests noted by a different color and column on the departmental budget spreadsheet. Sel. Underhill seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

Board of Health at 10:25am

Fire/Rescue at 11:00am

Council on Aging at 11:35am

Recreation 11:55am

Sel. Schultze made a motion to recess for lunch. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

Sel. Underhill called the meeting back to order at 1:30pm.

Energy Manager, Bob Weiss, discussed the approval of electric supply rates and recommended the Board take no action at this time.

Town Clerk at 1:35pm

Library was moved from 2:00pm until the 2/13 Select Board Meeting.

Animal Control at 2:00pm

IT Department at 2:30pm

Finance Department at 2:45pm

DPW at 3:00pm

Building Department at 4:00pm

Executive Office/Town Buildings at 5:00pm

Sel. Schultze made a motion to adjourn at 6:00pm. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

Select Board Minutes 4/4/22

Chairperson Peter Jurmain called the meeting to order at 7pm. The following persons were present: Vice Chair Erin Underhill, Clerk Craig Schultze, Town Administrator Mike Guzinski, and Operations Manager Karen Bouret DeMarzo.

Announcements

The Board recognized and congratulated the Norfolk County Sheriff's Office for their community service work with the town via the Outreach Program.

The Millis Recreation Department will host their annual Easter Egg Hunt on Saturday, April 9th at 11:00 am at the Millis Town Park. Admission is free, baskets will not be provided.

Millis Beautification Day will take place on Saturday April 30th from 9:00 am to noon. If you'd like to participate there is a registration form and a waiver to fill out on the town website.

22-073 Review Council on Aging FY23 Budget Request

The Director of the Council on Aging Patty Kayo spoke to the Board about the proposed COA budget for the upcoming fiscal year. Ms. Kayo outlined the operation problems, including the growing senior population, staff-to-senior-population ratio, increased needs for emergency services, increased needs for government programs such as housing and food stamps, and the need for increased programming.

The COA requested the funding of an Outreach Worker for a total of 5 hours per week, which will allow the department to be fully staffed for two days per week as opposed to one. An existing COA worker will fill this role, the request is to allow them to work an additional 5 hours per week to alleviate the programming workload from the Director. This will cost the town \$6,148 to provide.

22-074 Review/Vote on Application for Water/Sewer Abatement for 1130-1138 Main Street

Director of Dept. of Public Works James McKay spoke to the Board about a request for a Water/Sewer Abatement at 1130-1138 Main St. This site, which had a normal quarterly water usage of 10k gallons, reported the usage of 141k gallons; it is inferred that there was an unintended leak of some sort. The DPW determined that no abatement was warranted due to their numerous tests on the site's Water Usage Meter.

The site manager, Mr. Harkey requested that the Board charge the water and sewer base rates of \$3.70/1000gal and \$7.66/1000gal respectively.

Chair. Jurmain made a motion to allow the charge at the standard lower rate of \$3.70/1000gal and \$7.66/1000gal for water and sewer respectively for Mr. Harkey.

Sel. Underhill seconded this motion. The motion passed unanimously.

22-076 Review/Approval of Updated Local Limits for Industrial Pretreatment Program

Mr. McKay spoke to the Board about the upcoming industrial discharge limitation changes made by the Charles River Pollution District. He requests that the Board allow the town to change our guidelines for Water and Sewer or to change the town's bylaws in accordance with the district policy change.

Sel. Underhill made a motion for the approval of the addition of local discharge limitations to the Town of Millis Water and Sewer Construction Guidelines.

Sel. Schultze seconded this motion. The motion passed unanimously.

22-075 Capital Planning Committee Recommendations

Chair of the Capital Planning Committee Jonathan Barry spoke to the Board about the various capital needs of the Town as requested by various Boards and Departments. Mr. Barry provided the Board with a list of 12 items ranked in priority order that need capital assistance from the town, with the highest priority items including Public Safety Radio backup power generators and console updates, sidewalk design and road repair, a new pickup truck and plow, and server replacements for the school.

22-077 Approval of Millis Public Library Assessment Contract

Mr. Guzinski presented a contract to the Board from Gorman Richardson Lewis Architects Inc. in the amount of \$22,500 with the purpose of conducting a review of all Library facilities. The funding will come from a grant made by the library and will cost nothing to the taxpayer. The Town Council has already approved this contract.

Sel. Underhill made a motion to approve the contract for the Library Facility Study in the amount of \$22,500 which has been procured via a grant, and to allow the Town Administrator to sign the contract on the Board's behalf.

Sel. Schultze seconded this motion. The motion passed unanimously.

22-078 Review/Approve FY23 Personnel Plan Adjustments

Mr. Guzinski led the discussion of the annual salary and personnel for the town. He requested that the Board adjust the longevity of the established plan, and change some of the language of the policy, specifically in the parental leave and sick policy amendments. Mr. Guzinski hopes to change the plan, so it coincides with several Union contracts in the town.

Sel. Underhill made a motion to approve the edits to the Personnel Plan for the Town of Millis. Sel. Schultze seconded this motion. The motion passed unanimously.

22-079 Open Annual Town Meeting Warrant

Sel. Underhill made a motion to open the town warrant. Chair. Jurmain seconded this motion. Chair. Jurmain polled the Board, the motion passed unanimously.

22-080 Discuss Annual Town Meeting Warrant Articles

Mr. Guzinski proposed changes and updates to several articles: including Article 1 which detailed unpaid prior year bills, and Article 13 which speaks on the town's General Fund and capital planning.

Mr. Guzinski recommended the deferment of three items from the Capital Planning Committee's recommendation list: the school's computer server replacement, the library lighting system, and the school pickup truck with plow and sander attachments. These deferments will almost entirely balance the budget for the fiscal year. The rest of the high and medium priority items from the Capital Planning Committee's recommendation list will be accounted for and funded in this article.

The idea of the purchase of one or two skid steers for the town was introduced, with the idea that it would replace the school's request for a plow.

Sel. Schultze made a motion to put this warrant to vote the way that the Town Administrator has presented it, with the skid steer listed as a line item, and to remove the school replacement server, library lighting system, and pickup truck and plow requests. Sel. Underhill seconded this motion. The motion passed unanimously.

Sel. Underhill made a motion to approve the addition of the new Article 25 as presented by the Town Administrator. Sel. Schultze seconded this motion. The motion passed unanimously.

22-081 Close Annual Town Meeting Warrant

Sel. Underhill made a motion to close the Town Warrant. Sel. Schultze seconded this motion. Chair. Jurmain polled the Board, the motion passed unanimously.

22-082 Review/Approval of Amendment to Ownership Interest - Alcohol License/Ryan Family Amusements

Ryan Family Amusements is changing ownership, and therefore must apply for a new liquor license. The Board must approve their application before they can apply to the Alcohol Beverage Control Commission (ABCC).

Sel. Underhill made a motion to approve the Amendment to Ownership Interest Alcohol License of Ryan Family Amusement. Sel. Schultze seconded this motion. The motion passed unanimously.

22-083 Approval of Sign Permit Application Millis/Medway Football and Cheer

The Millis/Medway Football and Cheer group asked the Board for permission to put up yard signs to advertise registration. This permit would extend until August 1st, 2022.

Sel. Schultze made a motion to approve the Sign Permit Application for Millis/Medway Football and Cheer. Sel. Underhill seconded this motion. The motion passed unanimously.

22-084 Discuss/Vote on FY23 Merit Increase for Town Administrator

Chair. Jurmain spoke on the outstanding work the Town Administrator has done in the last year. The Board believes that he deserves a merit pay increase of 1.5% on top of the contractual base increase of 1.5%.

Sel. Underhill made a motion to award the Town Administrator a 1.5% merit increase. Sel. Schultze seconded this motion. The motion passed unanimously.

22-085 Board/Committee Liaison Meeting Updates

Sel. Underhill spoke of her experience attending the Cemetery Committee meeting. They are hoping to instate a new section to the cemetery. She was very impressed by the engineer's hand drawn plans for the construction.

Sel. Schultze spoke about his experience attending the Economic Development Committee meeting, but ultimately had nothing major to report.

Enter Executive Session at 8:27pm

Sel. Underhill made a motion to enter an executive session with the purpose of conducting strategy sessions in preparation for negotiations with union personnel (SEIU Local 888).

Respectfully submitted by Victoria Schindler

DRAFT

Select Board Meeting Minutes 2/13/23.

Chair Underhill called the Meeting to order at 7:00pm.

The following persons were present Chair Erin Underhill, Vice Chair Craig Schultze, Clerk Ellen Rosenfeld, Town Administrator Mike Guzinski, Assistant Town Administrator Karen Bouret DeMarzo.

Announcements

Sel. Underhill stated the following Jobs are available through the Town: On Call Library Assistant, Temporary Library Assistant, On Call Seasonal Snow Contractor, Council on aging Department Assistant, and a Full-Time Payroll Administrator.

There are multiple Open Positions for the Town Election this year.

On February 21st there will be a Public Forum at the Millis High School regarding the MBTA 3A Housing Zoning.

The Millis Memory Café will be held the 4th Monday of each month from 10:30am – 12 noon at the Roche Brothers Community Room.

23-025 Open May 3rd, 2023 Annual Town Meeting Warrant

Sel. Schultze made a motion to open the May 3rd Annual Town Meeting Warrant. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

23-026 Appointment of Cultural Council Member & On Call Library Assistant

Sel. Schultze made a motion to appoint Judy O’Gara to the Millis Cultural Council. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

Sel. Schultze made a motion to ratify the Town Administrators appoint of Patricia Divver as On Call Library Assistant. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

23-027 FY24 Library Budget Presentation

Library Director, Kim Tolson, presented her FY24 Budget Presentation.

23-028 Review of Water Connection Appeal – 210 Pleasant Street

Sel. Underhill made a motion to approve the appeal to allow 210 Pleasant street to use PVC piping. Sel. Schultze seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

23-029 Review/Approve D’Angelis Water Treatment Plant Change Order Request

Sel. Schultze made a motion to authorize the Town Administrator to sign the Change Order Request from Winston Builders in the amount of \$16,986.00. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

23-030 Review/Approve Sewer Policy

Sel. Schultze made a motion to approve the Sewer Policy as written. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

23-031 Vote to Approve Statement of Interest to MSBA for Millis MS

Select Board Vice Chair Craig Schultze made a motion as follows: Resolved: Having convened in an open meeting on February 13, 2023 prior to the SOI submission closing date, the Millis School Committee of Town of Millis, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated January 24, 2023 for the Millis Middle School located at 245 Plain Street, Millis, Massachusetts, 02054 which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future which include 2. Elimination of existing severe overcrowding.; 4. Prevention of severe overcrowding expected to result from increased enrollments; 5. Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility and; 7. Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Millis School District to filing an application for funding with the Massachusetts School Building Authority. The motion was seconded by Clerk Ellen Rosenfeld and passed unanimously. Chair Erin Underhill polled the Board and the motion passed unanimously.

23-032 Board/Committee Liaison Updates

Sel. Schultze attended the Capital Planning Committee where they discussed potential changes to the charter regarding the amounts of items being presented and if the number should increase from \$10,000.

Sel. Underhill couldn't attend the Permanent Building Committee, but she did have a small update where they discussed the Lansing Millis Building and the building inspector determining the building should be demolished.

23-033 Approval of Water/Sewer Commitment

Sel. Schultze made a motion to approve the water/sewer commitment to the collector for January 2023 in the amount of \$1,867.71. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

23-034 Approval of DRAFT Minutes

Sel. Schultze made a motion to approve the minutes from 1/23/23, 4/11/22, and 4/25/22 as written. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

Sel. Underhill made a motion to enter Executive Session to conduct strategy sessions in preparation for negotiations with union and non-union personnel (SEIU/Fire Union/Fire Chief) and to consider the purchase or lease of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body only emerging to adjourn. Sel. Schultze seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

Respectfully Submitted by Victoria Schindler