



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
mquzinski@millisma.gov

Karen Bouret DeMarzo
Assistant Town Administrator
kbouret@millisma.gov

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

	Topic	Time	Speaker
I.	Call to Order	7:00 PM	Chair Underhill
II.	Announcements Annual Easter Egg Hunt Friends of Millis Public Library Book Sale Acknowledgement of Dave Dodsworth for his work at Pleasant Meadows Park		
III.	Scheduled Appointments & Hearings		
23-063	Presentation of Warrant Articles <ul style="list-style-type: none">Establish Millis Net Zero GoalAmend Plastic Bag Reduction BylawCitizens Petition	7:00 PM	C. Gibbons J. McVeigh P. Burke
23-064	Hearing: Continuance of 1178 Main Street Stormwater & Land Disturbance Permits	7:30 PM	M. Guzinski
23-065	Approval of Millis Youth Softball/Baseball Opening Day Parade	7:35 PM	M. Leach
23-066	Appointments: <ul style="list-style-type: none">Payroll AdministratorCOA Dep Asst IDPW Water/Sewer TechnicianDPW Foreman	7:40 PM	M. Guzinski C. Johnston M. Guzinski J. McKay J. McKay
23-067	Meeting with School Committee – FY24 Budget	7:45 PM	R. Mullaney
23-068	Public Comment – FY24 Budget	8:00 PM	Chair Underhill
IV.	Open Session Items		
23-069	Open 5/3/23 Annual Town Meeting Warrant		Chair Underhill

23-070	Discuss, Add and Remove Town Meeting Articles	M. Guzinski
23-071	Close 5/3/23 Annual Town Meeting Warrant	Chair Underhill
23-072	Approval of MSBA Feasibility Study Agreement	M. Guzinski
23-073	Review/Approval of Contract for Site Work at Softball Fields	M. Guzinski
23-074	Review/Approval of Contract for Traffic Control Cabinet	M. Guzinski
23-075	Ratification of Town Administrator's Contract	Chair Underhill
23-076	Board/Committee Liaison Updates	Sel. Underhill
23-077	Approval of Water/Sewer Commitment	M. Guzinski
	<ul style="list-style-type: none"> February 2023 	
23-078	Approval of DRAFT Minutes <ul style="list-style-type: none"> 3/13/23 3/14/22 2/28/22 	Sel. Underhill

V. Executive Session

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

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, April 3, 2023	7:00 pm	Rm 229 VMB
Monday, April 10, 2023	7:00 pm	Rm 229 VMB
Wednesday, May 3, 2023	6:30 pm	MS/HS Library & Auditorium

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



MILLIS RECREATION
EASTER
EGG HUNT

SAT, April 1, 2023

Rain Date: April 8th

FREE ADMISSION

MILLIS TOWN PARK, 900 MAIN ST.

11AM

**BRING A BASKET AND A CAMERA
THIS EVENT IS FREE!!**

Friends of the Millis Library
Book Sale

March 31-April 2, 2023



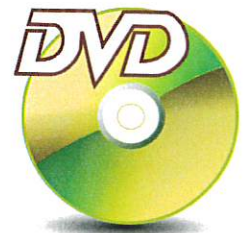
Friday 6PM-8PM
(Friends Only Preview Sale)



Saturday 9AM-1PM
Everyone welcome



Sunday 1PM-3PM
\$5 Bag Sale (Bags provided)
Everyone welcome



Books, Games, DVDs, CDs, and Puzzles

Book sales are treasure troves, who knows what you'll find?

Cash, Credit Cards and Checks



961 Main Street, Millis, MA





TOWN OF MILLIS

Dr. James A. Lederer, *Chair*
Carol Hayes, *Vice Chair*
Edward Chisholm
Christine Gavin
John Steadman
Scott McPhee
David Larsen

OFFICE OF THE CONSERVATION COMMISSION

900 Main Street • Millis, MA 02054

Phone: 508-376-7045

Fax: 508-376-7053

<https://www.millisma.gov/conservation-commission>

Camille Standley
Administrative Assistant
cstandley@millisma.gov

March 21, 2023

**RE: Acknowledgment of Dave Dodsworth of Treework.Pro
Clearing of Trails at Pleasant Meadows Park**

Dear Ms. Underhill/Select Board Members,

In the past month, Mr. Dave Dodsworth, Millis resident and business owner of Treework.Pro, has volunteered his time and equipment, on two occasions, to remove fallen trees and clear trails of brush at the Pleasant Meadows Park property. It should also be noted that he volunteered his services for the Commission in 2015 and 2021; all free of charge. He did a fantastic job! The Conservation Commission extends its sincere gratitude to Mr. Dodsworth for this volunteer work and respectfully requests that the Select Board acknowledge him on behalf of the Town for his generosity.

Thank you.

Sincerely,
Millis Conservation Commission

Dr. James Lederer
Chair

23-063

Presentation of Warrant Articles

Establish Millis Net Zero Goal

Amend Plastic Bag Reduction Bylaw

Citizens Petition



TOWN OF MILLIS

Erin T. Underhill, *Chair*
Craig Schultze, *Vice Chair*
Ellen Rosenfeld, *Clerk*
Michael J. Guzinski, *Town Administrator*

Millis Energy Committee
Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7040
Fax: 508-376-7053
rweiss@millisma.gov

Craig Gibbons, *Chair*
Tom O'Connell
Tim Farrar
Kathleen Streck
Jonathan Barry
Cullen Ward
Pete Jurmain
Ellen Rosenfeld, *Ex Officio*
Robert Weiss, *Millis Energy Mgr.*

TO: Millis Select Board
FROM: Members of the Millis Energy Committee
DATE: March 27th, 2023
RE: Millis Net-0 Energy Policy Adoption for Town Warrant

Since 2015, Millis has received the benefits of its rigorous energy plan. We have seen a reduction of our greenhouse gas emissions and the lowering of our energy costs. This evening we ask the Select Board to further the Town's energy efforts by endorsing the proposed Net-Zero Energy Policy for the Fall Town Meeting Warrant.

By now, residents of the world have come to realize the threat from Climate Change to the global environment. Millis residents have an opportunity to align our efforts with the cities and towns of Massachusetts and the world over by implementing new climate solutions. While there are several definitions of net-zero energy for buildings, communities, and institutions, the idea is simply to balance energy needs with energy produced from renewable and zero-emission sources.

Since Millis joined other Massachusetts municipalities in the fight, it has been a leader in both climate mitigation and adaptation. In 2015 Millis was designated a Green Community and has invested \$1.2M in state, utility, and local funding to reduce our carbon footprint. Millis was designated a Municipal Vulnerability Preparedness (MVP) community in 2019 and has generated plans to head off flooding caused by storm water runoff as storm activity increases in the coming years.

Last December, Massachusetts released the Clean Energy and Climate Plan for 2050, the Commonwealth's comprehensive and aggressive plan to achieve Net Zero greenhouse gas emissions by 2050. This act is the culmination of climate actions the state has taken since 2008, when the Massachusetts Global Warming Solutions Act was passed.

This evening, Millis' Energy Committee asks the Select Board to help the Town move toward the next step in our Climate Change work and endorse this goal to eliminate greenhouse gas emissions in our community by the year of 2050 or earlier. This policy is the first step. It confirms that the Town recognizes Net-Zero energy as a municipal goal and sets the stage for the Town's committees and staff to proceed together toward that goal. No specific actions are required by adopting this policy. Those will be left up to the various committees and departments that will incorporate the policy into their operations.

***Warrant Article xx – Millis Net Zero Goal
Sponsored by the Millis Energy Committee***

To see if the town will adopt the following resolution:

Greenhouse gas content of our atmosphere has increased alarmingly as a result of human activities with negative impact on our climate as evidenced by rising temperatures, rising sea level and ocean acidity, increased flooding with more intense and frequent storms, droughts, forest fires, other unpredictable weather patterns and increased health risks.

Therefore, the Town of Millis supports a goal of eliminating or offsetting all greenhouse gas emissions originating in the Town by the year 2050 or earlier (known hereafter as the Net Zero 2050 goal); and encourages the Select Board, all Town Boards and Committees, and residents and businesses to take action in the furtherance of Medfield's Climate Goal by developing a Net Zero Action Plan by March 2023 that outlines specific strategies and sets measurable, attainable and realistic interim targets aligned with State and Federal goals, roadmaps and incentives; or do or act anything in relation thereto.

Mike Guzinski

From: John McVeigh
Sent: Thursday, March 23, 2023 8:40 AM
To: Victoria Schindler
Cc: Mike Guzinski; Karen Bouret DeMarzo
Subject: FW: Town of Millis - Plastic Bag Reduction Bylaw - Amendment summary

FYI (Below) for the Selectboard on the 27th. Both Nancy and myself will be there.

John

From: Downes, Nancy <ndownes@oceana.org>
Sent: Wednesday, March 22, 2023 5:43 PM
To: John McVeigh <jmcveigh@millisma.gov>
Cc: Downes, Nancy <ndownes@oceana.org>
Subject: Town of Millis - Plastic Bag Reduction Bylaw - Amendment summary

Hi John,

As requested sharing a brief explanation for the requested amendment to the Town of Millis – 2019 – Plastic Bag Reduction Bylaw which went into effect 7-1-2020. The original purpose and intent of the 2019 bylaw was **to eliminate the usage of “thin-film” single-use plastic bags by all retail stores in the Town of Millis.**

In 2020, Roche Bros. HQ staff researched alternate bag options to assist customers in safely transporting groceries from store to home. They found a 4 mil “thick-film” plastic bag option which they believed was in compliance with the Town bylaw because it was not “thin-film” (as described in the bylaw) and was marketed as “reusable.” However, the Town of Millis bylaw clearly states: *“A Reusable checkout bag may not be made of polyethylene or polyvinyl chloride.”* The thicker bags are made of low density polyethylene and therefore are in violation of the bylaw, as confirmed by the Board of Health.

Oceana staff and Millis resident, Nancy Downes, reached out to the Town of Millis to request revising the bylaw to provide better clarity on ambiguous language used to describe plastic bags. The intent is to reduce the chances of any type of plastic bag being re-introduced into the community (minus certain exceptions as outlined in the bylaw). The proposed Amendment language provides clear and detailed definitions for what is considered a plastic check out bag, reusable check out bag, and recyclable paper bag.

The amendment language does not have any impact to the retail stores in the Town of Millis. As far as business owners are concerned, the bylaw remains the same, in that all retail stores in Millis are not allowed to distribute “any film” plastic bags. The amended language honors the original intent of eliminating the use of plastic check out bag while promoting the use of reusable bags.

Numerous cities in Massachusetts have chosen to include similar detailed definitions in newly written bylaws (ex: Kingston) aimed to address plastic bags and-or amend existing plastic bag bylaws (ex: Framingham) to avoid thick-film bags from entering their community’s waste-stream.

I’m happy to provide any additional information that would be helpful to the Select Board as we approach the Spring Town warrant in May. Happy to edit / revise if needed to address any questions or concerns.

Respectfully,
Nancy Downes

Nancy Downes | Field Campaigns Manager, Massachusetts
Pronouns: she, her, hers



310-995-7873 | ndownes@oceana.org | usa.oceana.org

Respectfully located on Nipmuc and Massachusett lands

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.

<u>DEPARTMENT</u>	<u>VENDOR</u>	<u>AMOUNT</u>
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

2020 Captured Agency, How the FCC Is Dominated by the Industries It Presumably Regulates published by Harvard Edmund J. Safra Center for Ethics

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 Auschincloss; 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,

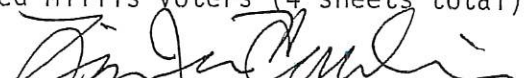
"The residents of Millis, MA voted at their annual town meeting to notify you of urgent concerns regarding the safety of wireless infrastructure for human health and the environment, and request that immediate state and federal action be pursued to require the FCC to address the 2021 court ruling regarding 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

- ✓ Patrica L. Burke 8 Eden Street Millis MA 02054 ⁵⁰⁸⁻⁷⁹⁴⁻³⁰²² Patrica Burke
- ✓ Gurmatna Khalsa 77 Himelfarb St Millis 02054 Gurmatna Khalsa
- ✓ Claire McCarthy 19 Village St Millis MA 02054 cmccarthy19@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)


Millis Town Clerk

pg. 1 of 4

FEB 21 2023

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"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

✓ LISA GHELFI 8 EDEN ST. MILLIS MA 02054

Lisa Ghelfi

✓ Sue Perriaccante 29 Adams St Millis MA, 02054

Sue Perriaccante

✓ Nancy Warnick 61 Hineford 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

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FEB 21 2023

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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*

FEB 21 2023

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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

2020 *Captured Agency, How the FCC Is Dominated by the Industries It Presumably Regulates* published by Harvard Edmund J. Safra Center for Ethics

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.

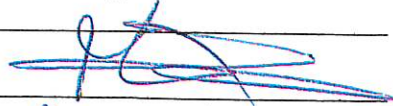
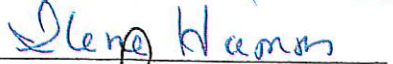


2023 The Court's remand to the FCC remains unaddressed, in part due to a regulatory gap at the Federal level regarding EMF/RF. The Environmental Health Trust has proposed corrective actions. RF exposures in Millis are increasing due to the activation of the 5G network and its required densification of "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 Auschincloss; 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

✓ Malika Elias	417 Heritage Path	
✓ Ilene Hamm	13 Baltimore	
✓ JAICAUR LEBLANC	30 MURPHY ST	
✓ Erin LeBlanc	154 Stonybrook Dr #3	

23-064

Hearing: Continuance of 1178 Main Street Stormwater & Land Disturbance
Permits



dan@legacy-ce.com

508-376-8883(o)

508-868-8353(c)

730 Main Street

Suite 2C

Millis, MA 02054

March 2, 2023

Select Board
900 Main Street
Town Offices
Millis, MA 02054

Ref: 1178 Main Street
Stormwater Management Permit
Land Disturbance Permit

Dear Members of the Board,

On behalf of the applicant, the 1178 Main Street LLC, I am writing to request that the Stormwater Management/Land Disturbance application be withdrawn without prejudice. In addition, the applicant requests that any unused peer review fees be refunded. Any such refund check should be made payable to the 1178 Main Street, LLC and can be forwarded to my office. Do not hesitate to contact me if you have any questions or comments.

Yours Truly,

LEGACY ENGINEERING LLC

Digitally signed by Daniel J.

Merrikin, P.E.

Date: 2023.03.02 13:58:34 -05'00'

Daniel J. Merrikin, P.E.
President

cc: File

23-065

Approval of Millis Youth Softball/Baseball Opening Day Parade

Karen Bouret DeMarzo

From: Mike Leach <mikeleach3@hotmail.com>
Sent: Friday, March 10, 2023 11:51 AM
To: Karen Bouret DeMarzo; Mike Guzinski
Cc: Jim McKay; Chief Rick Barrett; Chief Chris Soffayer; Kris Fogarty; Michael Carter; Michael Rand
Subject: Millis Baseball parade

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Millis Select board,

I'm writing to request a permit for Millis Youth Baseball and Softball's Annual Opening day parade. For years the Town has been kind enough to allow our youth to begin their spring season with a walk through the center of town and being escorted by our wonderful first responders. Millis baseball is requesting that privilege once again this year.

The details will be as last year. Our youth will organize at the Clyde Brown parking lot around 8:30 on April 23, with the parade starting at 9am. The path of the parade takes us down Spring street to Main Street. We will then take a right onto Main street and continue through the town to the intersection of 109 and 115. At that point, we take a right onto 115 and head down to McCabe street. We enter McCabe street and take a left onto park street at which time the parade will conclude at the baseball majors field.

The parade usually lasts less than one half hour.

We appreciate your attention to this and would like to extend an invitation to the Select board to the Opening day ceremonies, it is a lot of fun and the parents and kids have such a great time.

Thank you for your time,

Michael Leach
Millis Youth Baseball
5082124908

23-066

Appointments:

Payroll Administrator

COA Department Assistant I

DPW Water/Sewer Technician

DPW Foreman

Memo

DATE: March 22, 2023

TO: Mike Guzinski
Town Administrator

FROM: Carol Johnston
Finance Director

RE: Appointment of Payroll Administrator

The Payroll Administrator position was advertised internally and externally. There were no internal candidates and over 20 external applications were received with 4 applicants being selected for first round interviews. From the first round interviews, one very qualified candidate was selected for the second round interview.

I am recommending Sandra Canavan for the position of Payroll Administrator. Sandra has worked as an Office Manager for a local company for 12 years performing all duties related to Payroll as well as all Finance Functions.

Sandra is highly regarded by her previous employer and her references were outstanding. Her former boss highly recommends Sandra saying that she is an excellent employee, A1, 5 star and really knows her stuff. She is a valuable employee and he has nothing but good things to say about her. This sentiment was echoed by another reference who said Sandra was a great employee who got along with everyone and did what it took to get the job done. He was sad to see her go.

I believe that Sandra will be a terrific addition to the Finance Team for the Town of Millis and that she will bring new ideas and insights to the Finance Office.



TOWN OF MILLIS

OFFICE OF THE TOWN ADMINISTRATOR AND SELECT BOARD

Veterans Memorial Building Room 220
900 Main Street • Millis, MA 02054
Phone: 508-376-7040 Fax: 508-376-7053

APPLICATION FOR EMPLOYMENT

The Town of Millis is an equal opportunity/affirmative action employer and does not discriminate against any applicant because of race, color, religion, sex, marital status, genetics, national origin, age, disability, sexual orientation or any other class protected by federal, state or local law. Any person who needs assistance in fully participating in the application process should contact the Millis Town Administrator.

I. Contact Information

Name

Sandra Caravan

Date

3/18/23

Address # and Street

46A Frairy St.

City and State

Medfield Ma

Zip Code

02052

Home Phone

508-359-1980

Cell Phone

508-969-7717

Email Address

sandycaravan@

verizon.net

II. Position Applying For (Please specify position title or job category)

Payroll Administrator

How did you hear about the position?

Internet

Have you ever been employed by the Town of Millis? When? What department?

No

III. Education

School	Name, Address, City, State	Years Attended	Degree
High School	<i>Medfield High School</i>	<i>12</i>	<i>Yes</i>
College	<i>Framingham State Massabay Community</i>	<i>1</i>	<i>NO</i>
Graduate School			
Trade, Business, Night Courses			
Military Service, Other Training			

IV. Licenses (Please list all licenses you possess that are relative to the position you seek.) A valid license is a condition of employment, where required.

Do you have a valid driver's license (Class D Auto)?

√ Yes √ No

If yes, enter expiration date _____

Do you have a valid CDL license (Class A or B)?

√ Yes √ No

If yes, enter expiration date _____

What other valid licenses or certifications do you possess (job related)? _____



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

Payroll Administrator Finance Office

The Town of Millis is seeking applicants for a Payroll Administrator for 35 hours per week under the direction of the Finance Director. Responsibilities include inputting biweekly payroll data from Town and School employees into Munis system and verifying information for accuracy. Ensures compliance with all applicable state and federal wage and hour laws. Ensures that deductions for health insurance and other benefits are taken accurately from employment checks. Reconciles deductions as needed when an employee is on an unpaid leave of absence. Prepares and reconciles bi-weekly, monthly, and year-end reports related to payroll as needed. Reconciles and prepares W-2s including all related activities. Processes A/P occasionally.

This is a fully benefitted position and a member of the Service Employees International Union (SEIU).

The ideal candidate will possess:

- Strong attention to detail
- Ability to work independently and to solve problems
- Ability to maintain confidentiality
- Excellent interpersonal skills
- Strong payroll background
- Proficient in Microsoft Office (Word & Excel)

Municipal experience and knowledge of the Munis system are desirable

Hourly wage starting at \$24.65/hour

Applications are available upon request at the Town Administrator's Office, Veterans Memorial Building, 900 Main Street, Millis, MA 02054 , or at millisma.gov. Completed job application and resume should be returned to the Town Administrator's Office Town at townadministratorsoffice@millisma.gov

Position will remain open until filled

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.

Memo

To: Selectboard

From: Patty Kayo

Date: March 23, 2023

Re: Department Assistant Position

The Council on Aging would like to recommend Andrew J. Lizardi for the COA Department Assistant position. Andrew has the necessary excel skills that will be needed for this position. His demeanor is that of one I believe will work well with staff and our seniors. We ask that you consider him favorably.

Thank you,

Patty

Patty Kayo, Director
Millis Council on Aging

Andrew Lizardi

Franklin, MA 02038 Phone: (508) 641-8661
andrewlizardi@gmail.com

February 20, 2023

Karen Bouret DeMarzo
Assistant Town Administrator/Human Resources Manager
Town of Millis
900 Main Street
Millis, MA 02054

RE: Part-Time COA Department Assistant I

Dear Ms. Bouret DeMarzo,

I am interested in the position of part-time COA Department Assistant I and have attached my resumé for your review. My work experience as an office assistant includes creating and updating Excel spreadsheets, providing statistical reports from Excel, processing documents for payments, scheduling and tracking patient medical procedures, communicating with and responding to a diverse community of medical staff and patients, answering inquiries, sending emails, and using company-specific software.

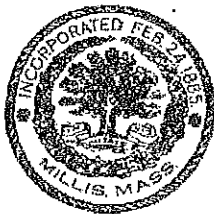
In addition, my office assistant experience for a facilities department includes managing and maintaining Excel spreadsheets to track services, bill processing and payment, work order processing, purchase order tracking, customer service, and performing clerical and administrative tasks.

I have excellent verbal and written communication skills and provide exceptional customer service responding to inquiries, giving information, and resolving problems over the phone and in-person. My computer skills include high proficiency with Excel, Word, and PowerPoint, and the ability to learn new software quickly. I have a positive and professional attitude, and a strong work ethic.

Thank you for your consideration. I would look forward to hearing from you.

Sincerely,

Andrew Lizardi



TOWN OF MILLIS

OFFICE OF THE TOWN ADMINISTRATOR AND SELECT BOARD

Veterans Memorial Building Room 220
900 Main Street • Millis, MA 02054
Phone: 508-376-7040 Fax: 508-376-7053

APPLICATION FOR EMPLOYMENT

The Town of Millis is an equal opportunity/affirmative action employer and does not discriminate against any applicant because of race, color, religion, sex, marital status, genetics, national origin, age, disability, sexual orientation or any other class protected by federal, state or local law. Any person who needs assistance in fully participating in the application process should contact the Millis Town Administrator.

I. Contact Information

Name	Date	
Andrew Lizardi	02/20/23	
Address # and Street	City and State	Zip Code
3 Kayla Drive	Franklin, MA	02038
Home Phone	Cell Phone	Email Address
	508-641-8661	andrewjlizardi@gmail.com

II. Position Applying For (Please specify position title or job category)

COA Department Assistant I - part time

How did you hear about the position?

Town of Millis website

Have you ever been employed by the Town of Millis? When? What department?

III. Education

School	Name, Address, City, State	Years Attended	Degree
High School	Walpole High School, Walpole, MA	4	H.S. Diploma
College	Dean College, Franklin, MA	4	B.S. in Business
Graduate School			
Trade, Business, Night Courses			
Military Service, Other Training			

IV. Licenses (Please list all licenses you possess that are relative to the position you seek.) A valid license is a condition of employment, where required.

Do you have a valid driver's license (Class D Auto)? Yes Yes No No If yes, enter expiration date _____

Do you have a valid CDL license (Class A or B)? Yes Yes No No If yes, enter expiration date _____

What other valid licenses or certifications do you possess (job related)? _____

TOWN OF MILLIS



DEPARTMENT OF PUBLIC WORKS

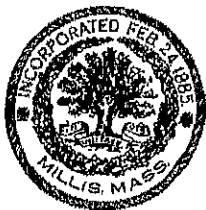
Veterans Memorial Building
900 Main Street
Millis, Massachusetts 02054

The Millis Department of Public Works is looking to fill the open Water and Sewer Technician position. The DPW Superintendent and I recommend that the Town Administrator appoint Ryan Wagner to the position.

- Attached is the application of Ryan Wagner.
- Ryan has the licenses and qualifications needed to perform the duties associated with the position.

Start date will be March 27th , 2023.

Sincerely,
James F. McKay
Director
Department of Public Works



TOWN OF MILLIS

OFFICE OF THE TOWN ADMINISTRATOR AND SELECT BOARD

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APPLICATION FOR EMPLOYMENT

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I. Contact Information

Name Ryan Sousa Wagner Date 3/8/2023

Address # and Street 9 Philip Ln. City and State 508-298-9296 Zip Code Rwagner@millis.ma.gov

Home Phone _____ Cell Phone _____ Email Address _____

II. Position Applying For (Please specify position title or job category)

Internal posting

How did you hear about the position? _____

Yes, Present, SPW - Water Dept.

Have you ever been employed by the Town of Millis? When? What department? _____

III. Education

School	Name, Address, City, State	Years Attended	Degree
High School	<u>See file</u>		
College			
Graduate School			
Trade, Business, Night Courses			
Military Service, Other Training			

IV. Licenses (Please list all licenses you possess that are relative to the position you seek.) A valid license is a condition of employment, where required.

Do you have a valid driver's license (Class D Auto)? Yes No If yes, enter expiration date _____

Do you have a valid CDL license (Class A or B)? Yes No If yes, enter expiration date 4/3/2024

What other valid licenses or certifications do you possess (job related)? 2A, 1C, D1, D2, T1

VIII. Business References (a minimum of three references is required)

Name/Title	Address	Phone	Relationship
Dante	7 water st.	1 774-993.8000	Supervisor
Name/Title	Address	Phone	Relationship
Name/Title	Address	Phone	Relationship

IX. Employment of Minors

The Town of Millis is subject to certain child labor provisions regarding the employment of persons under the age of 18. Further, an Employment Permit or Educational Certificate may be required, depending on your age.

Are you under age 18? If yes, please indicate your age: _____

X. Medical Information

All offers of employment are conditional upon the satisfactory completion of a pre-employment physical. Satisfactory fitness to perform the essential duties of the position is a condition of employment.

XI. Pre-Employment Drug Testing

Offers of employment may be conditional upon the satisfactory completion of a pre-employment drug test where required. Satisfactory completion of a required drug or alcohol test is a condition of employment as outlined in the Drug and Alcohol Testing Policy of the Town of Millis.

XII. Signature

CAREFULLY READ ALL PARTS OF THIS APPLICATION FORM BEFORE SIGNING.

- A. I understand that acceptance of this application by the Town of Millis does not imply that I will be employed. (Exceptions to A is an employee filling out this application for promotional purposes only.)
- B. The information I have provided is true and complete. I understand that misrepresentation or omission of any fact in my application, resume, or in any other materials or as provided during interviews, can be justification for refusal or employment or can be justification for termination from employment, if employed.
- C. I understand that any offer of employment that I receive from the Town of Millis is contingent upon my successful completion of the pre-employment screening process including, but not limited to, the Town of Millis receiving satisfactory references, a satisfactory criminal history and Criminal Offender Record Inquiry, if required, satisfactory verification of a driver's license or certifications where required and satisfactory completion of any required post-offer, pre-employment drug test or physical examination.
- D. In processing my application for employment, the Town of Millis may verify all of the information provided by me concerning, among other things, my prior employment or military record, education, character, general reputation and personal characteristics.
- E. I authorize the Town to take whatever steps deemed necessary to obtain information regarding my qualifications for employment including contacting my present and former employers, by contacting individuals listed as business, educational or personal references, and by contacting other individuals to provide or further clarify information about me.
- F. I hereby release my present and former employers and all individuals contacted for factual information about me from any and all liability for damages arising from furnishing the requested information.
- G. The Town will require a satisfactory CORI check, investigate my driving record or verify my license (s) or certification (s) as required for employment at any time during my employment. As a condition of employment, an employee may be required to provide additional or updated information especially if this employee has been on workers comp with another employer and may require both drug testing and an employment physical in order to allow us to have the necessary information for making a proper decision or reasonable accommodations.
- H. I understand that the Town of Millis is an at-will employer. If employed, I understand that my employment may be terminated with or without cause at any time unless there is an applicable bargaining unit contract provision.



TOWN OF MILLIS

OFFICE OF THE TOWN ADMINISTRATOR

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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

INTERNAL POSTING Town of Millis DPW Full-Time Water and Sewer Technician

The Town of Millis is seeking applicants for a full-time Water and Sewer Technician for the Department of Public Works. The responsibilities of the position include operation of heavy equipment, oversees the monthly testing of the 6-wells, 2-water tanks, 5-pump stations, 3-meter stations and prepares paperwork for the testing. A Class B CDL License and 2B Hydraulic License, Water Treatment (T1) and Water Distribution (D2) Licenses are required or must be obtained within one year of employment. Hourly rate dependent on qualifications. Work schedule is Monday through Friday.

Hourly Rate Range: \$26.91 - \$35.18

Questions can be directed to James McKay, Director of Public Works at (508) 376-5424.

Applications are available upon request at the Town Administrator's Office, Veterans Memorial Building, 900 Main Street, Millis, MA 02054 , or at millisma.gov. Completed job application and resume should be returned to the Town Administrator's Office Town at townadministratorsoffice@millisma.gov

POSTED 3/10/23

OPEN until 3/20/23 at 5:00 PM

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



DEPARTMENT OF PUBLIC WORKS

Veterans Memorial Building
900 Main Street
Millis, Massachusetts 02054

The Millis Department of Public Works is looking to fill the open DPW Foreman position. The DPW Superintendent and I recommend that the Town Administrator appoint Jonathan Wanders to the position.

- Attached is the application of Jon Wanders.
- Jon has the licenses and qualifications needed to perform the duties associated with the position.

Start date will be March 27th, 2023.

Sincerely,
James F. McKay
Director
Department of Public Works



TOWN OF MILLIS

OFFICE OF THE TOWN ADMINISTRATOR AND SELECT BOARD

Veterans Memorial Building Room 220
900 Main Street • Millis, MA 02054
Phone: 508-376-7040 Fax: 508-376-7053

APPLICATION FOR EMPLOYMENT

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I. Contact Information

Name Jon Wanders

Date 3/8/23

Address # and Street
388 Union Street

City and State
Millis, MA

Zip Code
02054

Home Phone
508-498-8040

Cell Phone

Email Address
wanders02054@yahoo.com

II. Position Applying For (Please specify position title or job category)

DPW Foreman

How did you hear about the position?

Internal Posting

Have you ever been employed by the Town of Millis? When? What department?

Yes, current DPW employee

III. Education

School	Name, Address, City, State	Years Attended	Degree
High School	Millis High School	4	Diploma
College	Mass Bay	2	
Graduate School			
Trade, Business, Night Courses	Welding, Heavy Equipment and Mechanic		
Military Service, Other Training	United States Marine Corp.	5	Honorable Discharge

IV. Licenses (Please list all licenses you possess that are relative to the position you seek.) A valid license is a condition of employment, where required.



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

INTERNAL POSTING Foreman Department of Public Works

The Town of Millis is seeking applicants for a full-time Foreman for the Department of Public Works. This is a benefitted, union position. This position will work under the general direction of the Superintendent assisting the planning and directing of departmental operations and projects. The responsibilities of the position include operation of heavy equipment, assisting the DPW Superintendent with overseeing the daily responsibilities of all the Department of Public Works, the DPW Foreman will fill in for the DPW Superintendent during his/her absent. A Class A CDL License and 2B Hydraulic License are required.

Monday-Friday: 7:00 am-3:30pm

Hourly Range: \$28.85 - \$36.03

Questions can be directed to James McKay, Director of Public Works at (508) 376-5424.

Applications are available upon request at the Town Administrator's Office, Veterans Memorial Building, 900 Main Street, Millis, MA 02054 , or at millisma.gov. Completed job application and resume should be returned to the Town Administrator's Office Town at townadministratorsoffice@millisma.gov

POSTED 3/10/23

OPEN until 3/20/23 at 5:00 PM

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.

23-067

Meeting with School Committee – FY24 Budget

23-068

Public Comment – FY24 Budget



TOWN OF MILLIS

TO: Select Board

CC: Karen Bouret DeMarzo, Assistant Town Administrator

FROM: Michael Guzinski, Town Administrator

A handwritten signature in blue ink, appearing to read "Michael Guzinski", is written over the "FROM:" line.

DATE: March 24, 2023

RE: Preliminary FY24 Budget Recommendations

Greetings,

Attached are the budget documents for discussion at your meeting on Monday.

There has been no change to the 5-Year Revenue Forecast form since the last time you received it. The only item of note is that the New Growth Estimate remains at \$750,000 for FY24.

The Capital Request Form has been updated to include other potential funding sources. At this time, I am recommending the top six capital items on the chart. The only other potential source of funding for the bottom four items is Free Cash.

The 2024 Operating Budget packet contains my preliminary recommendations for a balanced FY24 Budget. This is based upon a six percent increase for municipal and school budgets. It includes the Marijuana Funds to be funded at the Spring Annual Town Meeting, but not the funds expected to be appropriated at the Fall Annual Town Meeting. Unfortunately, due to a lack of available funds, there are no above level service requests in this recommendation.

Please let me know if you have any questions.

Thank you.

Town of Mills
5 Year Revenue Forecast
Anticipated Scenario

REVENUE	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Local Taxes	(Per Recpt)	(Per Recpt)	(Per Recpt)	(Per Recpt)	(Per Recpt)	(Per Recpt)	(Per Recpt)	(Per Recpt)	(Per Recpt)	(Per Recpt)
Base Factor	\$ 19,683,399	\$ 20,829,764	\$ 22,032,205	\$ 23,833,992	\$ 25,877,730	\$ 28,102,029	\$ 29,534,579	\$ 30,993,444	\$ 32,443,280	\$ 33,904,362
2.12% Increase	\$ 492,135	\$ 520,744	\$ 550,805	\$ 592,850	\$ 646,944	\$ 702,351	\$ 738,864	\$ 774,836	\$ 811,082	\$ 847,609
New Growth	\$ 652,230	\$ 681,697	\$ 1,250,982	\$ 1,447,908	\$ 1,577,335	\$ 1,702,000	\$ 1,700,000	\$ 675,000	\$ 650,000	\$ 650,000
Debt Exclusion	\$ 1,621,134	\$ 3,831,092	\$ 3,321,077	\$ 3,163,387	\$ 3,082,671	\$ 3,027,945	\$ 2,918,164	\$ 2,842,987	\$ 2,769,544	\$ 2,696,102
Level Limit	\$ 22,430,898	\$ 23,863,297	\$ 27,153,069	\$ 29,044,137	\$ 31,188,700	\$ 32,582,524	\$ 33,911,608	\$ 35,286,267	\$ 36,673,906	\$ 38,098,073
Level Excl	\$ 22,440,653	\$ 23,859,287	\$ 27,153,581	\$ 29,050,890	\$ 31,172,456	\$ 32,582,524	\$ 33,911,608	\$ 35,286,267	\$ 36,673,906	\$ 38,098,073
Real & Personal Property Tax										
State Aid	\$ 6,421,735	\$ 6,497,917	\$ 6,446,331	\$ 6,653,671	\$ 6,677,936	\$ 6,654,226	\$ 6,720,768	\$ 6,787,976	\$ 6,855,856	\$ 6,924,414
Transfer from Special Funds	\$ 360,332	\$ 344,534	\$ 572,440	\$ 597,450	\$ 589,833	\$ 782,263	\$ 976,741	\$ 974,805	\$ 973,999	\$ 973,281
Use of Free Cash/Overly	\$ 1,280,004	\$ 821,258	\$ 539,097	\$ 1,308,289	\$ 2,952,610	\$ 1,163,681	\$ 1,438,687	\$ 1,503,903	\$ 1,527,536	\$ 1,551,864
Local Receipts	\$ 2,365,533	\$ 2,734,700	\$ 1,968,069	\$ 1,777,873	\$ 1,504,762	\$ 728,503	\$ 746,716	\$ 763,384	\$ 784,518	\$ 804,131
Enterprise Funds - Indirect Costs	\$ 568,247	\$ 582,884	\$ 614,170	\$ 693,400	\$ 710,735	\$ 728,503	\$ 746,716	\$ 763,384	\$ 784,518	\$ 804,131
Estimated Receipts and Other Revenue Sources	\$ 10,995,868	\$ 11,091,293	\$ 10,158,127	\$ 10,970,682	\$ 12,235,876	\$ 10,787,360	\$ 9,925,191	\$ 10,032,068	\$ 10,141,899	\$ 10,253,691
Total General Funds Gross Revenues	\$ 33,436,521	\$ 36,861,279	\$ 37,293,709	\$ 40,001,571	\$ 43,406,332	\$ 43,560,884	\$ 43,836,800	\$ 45,178,335	\$ 46,515,805	\$ 48,351,764
Less: State Aid Offset	\$ (491,040)	\$ (456,278)	\$ (466,645)	\$ (517,824)	\$ (453,152)	\$ (387,613)	\$ (391,489)	\$ (395,404)	\$ (396,358)	\$ (403,352)
Less: Debt Exclusion	\$ (1,621,134)	\$ (3,831,092)	\$ (3,321,077)	\$ (3,163,387)	\$ (3,082,671)	\$ (3,027,945)	\$ (2,918,164)	\$ (2,842,987)	\$ (2,769,544)	\$ (2,696,102)
Net General Funds Available for Appropriation	\$ 31,324,347	\$ 33,573,909	\$ 33,505,987	\$ 36,320,360	\$ 39,872,509	\$ 39,954,326	\$ 40,527,146	\$ 42,079,944	\$ 43,446,903	\$ 45,252,311
Net Enterprise Fund Revenues	\$ 2,965,028	\$ 3,150,005	\$ 4,103,810	\$ 4,057,633	\$ 4,396,834	\$ 4,506,775	\$ 4,619,445	\$ 4,734,931	\$ 4,853,304	\$ 4,974,656
CPA Funds	\$ 213,716	\$ 240,500	\$ 326,153	\$ 292,699	\$ 341,565	\$ 341,565	\$ 341,565	\$ 341,565	\$ 341,565	\$ 341,565
Other Available Funds for Appropriation	\$ 3,178,744	\$ 3,390,505	\$ 4,429,964	\$ 4,350,332	\$ 4,738,419	\$ 4,848,340	\$ 4,961,010	\$ 5,076,496	\$ 5,194,869	\$ 5,316,202
Total Available Funds for Appropriation	\$ 34,503,997	\$ 35,965,715	\$ 37,935,951	\$ 40,670,693	\$ 44,610,928	\$ 44,802,667	\$ 45,486,156	\$ 47,156,440	\$ 48,541,772	\$ 50,566,512

FY19 includes S&K from School Bus Stabilization
Free Cash used for Capital or Special Articles
2.5% inc'r to reflect inc'r exp associated with funds

2.5% inc'r to reflect inc'r rev associated with funds

Capital Requests Summ Adj FY24

FY2024 Capital Requests		Breakout by Fund				
Department	Request	Amount	General Fund	Water	Sewer	Stormwater
DPW	Dump Truck with Plow & Sander	\$ 95,527	\$ 23,882	\$ 23,882	\$ 23,882	\$ 23,882
DPW	Heavy Duty 10 Ton Trailer	\$ 23,000	\$ 5,750	\$ 5,750	\$ 5,750	\$ 5,750
School	Wireless Upgrade	\$ 68,000	\$ 68,000			
Sewer Enterprise	FY2024 Infiltration & Inflow Investigation	\$ 137,630			\$ 137,630	
Water Enterprise	Well #3 PFAS Final Design	\$ 272,900		\$ 272,900		
Water Enterprise	Chlorine/PH Analyzer Replacement	\$ 31,200		\$ 31,200		
	Items to be funded at May 3, 2023 Town Meeting	\$ 628,257	\$ 97,632	\$ 333,732	\$ 167,262	\$ 29,632
Library	Phase 2 Replacement of Lighting Management System	\$ 110,000	\$ 110,000			
Library	Library Envelope Repairs	\$ 30,500	\$ 30,500			
Town Buildings	Aerial Boom Lift	\$ 45,558	\$ 45,558			
School	Data Center Upgrade/Servers	\$ 45,000	\$ 45,000			
	Total FY2024 Capital Requests	\$ 859,315	\$ 328,690	\$ 333,732	\$ 167,262	\$ 29,632

Other Funding Sources	Description	Amount	General Fund	Water	Sewer	Stormwater
Article 34 STM May 9, 2016	FY17 School Air Testing Costs Clyde Brown	\$ 6,900	\$ 6,900			
Article 9, FTM Nov 5, 2018	MS/HS Library Floor Replacement	\$ 30,515	\$ 30,515			
Article 12, STM May 13, 2019	MS/HS Locker Replacement	\$ 20,000	\$ 20,000			
Article 12, STM May 13, 2019	Sr Center Facility Improvements	\$ 3,000	\$ 3,000			
Article 12, STM May 13, 2019	Facilities Audit Lansing Willis Bldg Feasibility Study	\$ 4,179	\$ 4,179			
Article 12, STM May 13, 2019	VMB Window Shades	\$ 810	\$ 810			
Article 3 FTM Nov 8, 2021	Steamer Kettle for MS/HS	\$ 2,274	\$ 2,274			
Article 25 STM May 9, 2016	Street Sweeper	\$ 2,292	\$ 2,292			
Article 9, FTM Nov 5, 2018	4X4 Pickup Truck	\$ 500	\$ 500			
Article 3 FTM Nov 8, 2021	Excavator	\$ 221	\$ 221			
Article 13 STM May 2, 2022	Skid Steer	\$ 52,337	\$ 13,084	\$ 13,084	\$ 13,084	\$ 13,084
Article 4 FTM Nov 10, 2022	Chevy Silverado with Plow	\$ 2,999	\$ 750	\$ 750	\$ 750	\$ 749
Article 16 STM June 5, 2017	Old Dover Rd water system improvements	\$ 43,162		\$ 43,162		
Article 27 STM May 9, 2016	Replacement Dover Rd water main	\$ 35,475		\$ 35,475		
Article 28 STM May 9, 2016	Water system improvements D'Angelis	\$ 4,000		\$ 4,000		
Article 23 STM June 8, 2015	Ross Ave water system improvements	\$ 8,454		\$ 8,454		
Article 29 STM May 13, 2013	Water main loop system improvements	\$ 15,680		\$ 15,680		
Article 11 FMT Nov 5, 2012	Inving St water main improvements	\$ 14,977		\$ 14,977		
Article 21 STM May 14, 2012	Forest Rd water main replacement	\$ 19,447		\$ 19,447		
	Total FY2024 Capital Other Funding Sources	\$ 267,221	\$ 84,526	\$ 155,028	\$ 13,834	\$ 13,833



Town of Millis Host Community Agreement Marijuana Impact Funds Request - FY2024

Department	Description of Expense	Total Expenses	Date of Proposed Funding
Administration	Administrative Support for HCA	\$9,200.00	Spring TM May 23
Administration	Administrative Support for HCA	\$9,200.00	Fall TM Nov 23
Administration	Social Work Services for the Town of Millis - Entire Community Support	\$35,000.00	Spring TM May 23
Administration	Social Work Services for the Town of Millis - Entire Community Support	\$35,000.00	Fall TM Nov 23
Library	Extend the hours Library is open to the public on Saturdays during July & August	\$2,227.50	Spring TM May 23
Library	Extend the hours Library is open to the public on Thursday & Friday evenings until 8 pm	\$13,912.00	Spring TM May 23
Oak Grove Farm	Grounds Improvements to encourage active outdoor recreation for children	\$8,260.00	Spring TM May 23
Police	School Resource Officer Salary	\$68,200.17	Spring TM May 23
Police	School Resource Officer Salary	\$23,299.83	Fall TM Nov 23
Police	Marijuana Stipend - per Contract FY24	\$12,000.00	Spring TM May 23
Police	Marijuana Training	\$27,500.00	Spring TM May 23
Police	Marijuana Training	\$27,500.00	Fall TM Nov 23
Recreation	Teen Program Coordinator-20 hours/week (\$23.50/hour)	\$12,220.00	Spring TM May 23
Recreation	Teen Program Coordinator-20 hours/week (\$23.50/hour)	\$12,220.00	Fall TM Nov 23
Recreation	Teen Program Coordinator 2/3 Benefits (\$1,336.70/month)	\$16,040.40	Spring TM May 23
Recreation	Staff for Inclusive Camp - 4 weeks	\$12,980.00	Spring TM May 23
Recreation	Supplies, Equipment	\$2,000.00	Spring TM May 23
School	School Adjustment Counselor - 1.0 FTE	\$60,791.20	Fall TM Nov 23
School	Paraprofessional Middle School SELF (Social Emotional Learning Foundations) - 1.0 FTE	\$21,435.20	Spring TM May 23
School	High School Paraprofessional - 1.0 FTE	\$21,435.20	Fall TM Nov 23
School	High School Paraprofessional start-up materials and curriculum.	\$0.00	Spring TM May 23
School	Middle School SEL Teacher - 1.0 FTE	\$30,338.80	Spring TM May 23
School	Middle School SEL Teacher - 1.0 FTE	\$30,338.80	Fall TM Nov 23
Marijuana Impact Funds Request - FY2024		\$491,099.10	
Marijuana Impact Funds Request - FY2024		\$271,314.07	Spring TM May 23
Marijuana Impact Funds Request - FY2024		\$219,785.03	Fall TM Nov 23
Marijuana Impact Funds Request - FY2024		\$491,099.10	

	A	F	G	H	I	J	K	L	M	N	O	Q	R	V
		FY19 ACTUAL	FY20 ACTUAL	FY21 ACTUAL	FY22 ACTUAL	FY23 TM ADOPTED	FY24 DEPT REQUESTS	FY24 Requests vs FY23 Final Variance	% Var	FY24 TA Proposed BUDGET	FY24 TA vs FY24 Requests Variance	% Variance		
1	Department Breakdown													
2	GENERAL GOVERNMENT													
3	SELECTMENT/TA													
4	SALARIES	\$246,501.20	\$283,942.15	\$304,505.74	\$345,072.04	\$395,007.08	\$372,182.00	-\$22,825.08	-5.8%	\$396,590.32	\$24,408.32			
5	EXPENSES	\$94,128.75	\$80,465.85	\$61,975.92	\$71,485.23	\$159,365.00	\$93,265.00	-\$66,100.00	-41.5%	\$128,865.00	\$33,600.00			
6	TOTAL	\$340,629.95	\$364,408.00	\$366,481.66	\$416,557.27	\$554,372.08	\$465,447.00	-\$88,925.08	-16.0%	\$525,455.32	\$60,008.32			
7	FINANCE DIR/ACCOUNTANT													
8	SALARIES	\$241,632.04	\$249,301.00	\$253,131.66	\$263,968.93	\$275,451.50	\$282,342.31	\$6,890.81	2.5%	\$298,378.86	\$16,036.55			
9	EXPENSES	\$6,137.58	\$7,079.65	\$2,639.61	\$4,389.02	\$9,515.00	\$9,515.00	\$0.00	0.0%	\$9,515.00	\$0.00			
10	TOTAL	\$247,769.62	\$256,380.65	\$255,771.27	\$268,347.95	\$284,966.50	\$291,857.31	\$6,890.81	2.4%	\$307,893.86	\$16,036.55			
11	ASSESSORS													
12	SALARIES	\$123,260.02	\$120,584.05	\$125,752.82	\$125,219.95	\$136,739.47	\$139,258.00	\$2,518.53	1.8%	\$146,959.20	\$7,701.20			
13	EXPENSES	\$6,600.34	\$7,079.65	\$6,297.32	\$8,213.85	\$37,842.00	\$45,138.00	\$7,296.00	19.3%	\$45,138.00	\$0.00			
14	TOTAL	\$129,860.36	\$127,663.70	\$132,050.14	\$133,433.80	\$174,581.47	\$184,396.00	\$9,814.53	5.6%	\$192,097.20	\$7,701.20			
15	TREASURER/COLLECTOR													
16	SALARIES	\$195,097.94	\$217,017.37	\$224,008.66	\$230,850.46	\$239,629.66	\$243,344.24	\$3,714.58	1.6%	\$259,910.20	\$16,555.96			
17	EXPENSES	\$28,428.62	\$36,355.07	\$40,241.27	\$49,721.82	\$46,090.00	\$46,090.00	\$0.00	0.0%	\$46,090.00	\$0.00			
18	TOTAL	\$223,526.56	\$253,372.44	\$264,249.93	\$280,572.28	\$285,719.66	\$289,434.24	\$3,714.58	1.3%	\$306,000.20	\$16,555.96			
19	IT ADMINISTRATION													
20	SALARIES	\$2,449.00	\$612.28	\$0.00	\$73,579.89	\$78,418.88	\$80,161.00	\$1,742.12	100.0%	\$85,091.65	\$4,930.65			
21	EXPENSES	\$122,543.60	\$147,631.64	\$172,113.33	\$192,708.03	\$239,850.28	\$270,977.00	\$11,126.72	4.3%	\$270,977.00	\$0.00			
22	TOTAL	\$124,992.60	\$148,243.92	\$172,113.33	\$266,287.92	\$338,269.16	\$351,138.00	\$12,868.84	3.8%	\$356,068.65	\$4,930.65			
23	TOWN COUNSEL													
24	EXPENSES	\$95,854.25	\$101,032.79	\$81,943.73	\$80,358.52	\$95,000.00	\$95,000.00	\$0.00	0.0%	\$95,000.00	\$0.00			
25	TOTAL	\$95,854.25	\$101,032.79	\$81,943.73	\$80,358.52	\$95,000.00	\$95,000.00	\$0.00	0.0%	\$95,000.00	\$0.00			
26	TOWN CLERK													
27	SALARIES	\$90,170.38	\$100,685.90	\$106,466.05	\$103,302.04	\$109,775.93	\$110,663.00	\$887.07	0.8%	\$124,037.50	\$13,374.50			
28	EXPENSES	\$6,367.89	\$8,852.18	\$8,951.61	\$10,908.78	\$17,100.00	\$18,300.00	\$1,200.00	7.0%	\$18,300.00	\$0.00			
29	TOTAL	\$96,538.27	\$107,538.08	\$115,417.66	\$114,210.82	\$126,875.93	\$128,963.00	\$2,087.07	1.6%	\$142,337.50	\$13,374.50			
30														

	A	F	G	H	I	J	K	L	M	N	O	Q	R	V
		FY19 ACTUAL	FY20 ACTUAL	FY21 ACTUAL	FY22 ACTUAL	FY23 TM ADOPTED	FY24 DEPT REQUESTS	FY24 Requests vs FY23 Final Variance	% Var	FY24 TA Proposed BUDGET	FY24 TA vs FY24 Requests Variance	% Variance		
1	Department Breakdown													
31	REGISTRARS													
32	SALARIES	\$777.62	\$663.00	\$757.54	\$1,028.94	\$1,414.10	\$1,428.00	\$13.90	1.0%	\$1,442.56	\$14.56	1.0%		
33	EXPENSES	\$2,963.14	\$3,755.44	\$4,136.48	\$3,609.62	\$4,800.00	\$5,900.00	\$1,100.00	22.9%	\$5,900.00	\$0.00	0.0%		
34	TOTAL	\$3,740.76	\$4,418.44	\$4,894.02	\$4,638.56	\$6,214.10	\$7,328.00	\$1,113.90	17.9%	\$7,342.56	\$14.56	0.20%		
35	ELECTIONS													
36	SALARIES	\$11,658.10	\$18,284.47	\$18,720.64	\$10,842.84	\$32,192.50	\$46,550.00	\$13,357.50	41.5%	\$37,100.00	(\$8,450.00)	-22.64%		
37	EXPENSES	\$12,015.83	\$12,428.63	\$11,214.49	\$12,123.70	\$14,300.00	\$21,400.00	\$7,100.00	49.7%	\$21,400.00	\$0.00	0.0%		
38	TOTAL	\$23,673.93	\$30,713.10	\$29,935.13	\$22,966.54	\$46,492.50	\$66,950.00	\$20,457.50	44.0%	\$58,500.00	(\$8,450.00)	-12.62%		
39	PLANNING BOARD													
40	SALARIES	\$21,216.60	\$22,370.20	\$22,035.98	\$23,115.44	\$23,512.75	\$23,562.75	\$50.00	0.2%	\$24,611.44	\$1,048.69	3.18%		
41	EXPENSES	\$5,359.80	\$3,189.81	\$7,181.99	\$5,087.24	\$9,425.00	\$9,425.00	\$0.00	0.0%	\$9,425.00	\$0.00	0.0%		
42	TOTAL	\$26,576.40	\$25,560.01	\$29,217.97	\$28,202.68	\$32,937.75	\$32,987.75	\$50.00	0.2%	\$34,036.44	\$1,048.69	3.18%		
43	CONSERVATION													
44	SALARIES	\$13,300.80	\$16,921.15	\$16,505.08	\$17,201.06	\$17,734.00	\$17,783.90	\$49.90	0.3%	\$18,596.08	\$812.18	3.60%		
45	EXPENSES	\$2,737.05	\$2,396.11	\$3,905.07	\$4,248.14	\$4,777.00	\$4,777.00	\$0.00	0.0%	\$4,777.00	\$0.00	0.0%		
46	TOTAL	\$16,037.85	\$19,317.26	\$20,410.15	\$21,449.20	\$22,511.00	\$22,560.90	\$49.90	0.2%	\$23,373.08	\$812.18	3.60%		
47	ZONING BOARD													
48	SALARIES	\$3,606.22	\$4,599.30	\$4,810.88	\$4,987.58	\$5,144.35	\$5,178.45	\$34.10	0.7%	\$5,264.12	\$85.67	1.21%		
49	EXPENSES	\$1,705.02	\$1,978.58	\$1,674.86	\$1,435.68	\$1,900.00	\$1,900.00	\$0.00	0.0%	\$1,900.00	\$0.00	0.0%		
50	TOTAL	\$5,311.24	\$6,577.88	\$6,485.54	\$6,423.26	\$7,044.35	\$7,078.45	\$34.10	0.5%	\$7,164.12	\$85.67	1.21%		
51	TOWN BUILDINGS													
52	SALARIES	\$95,668.28	\$84,217.72	\$84,666.70	\$54,988.34	\$38,323.15	\$38,177.00	-\$146.15	-0.4%	\$40,098.24	\$1,921.24	3.80%		
53	EXPENSES	\$215,939.63	\$229,370.40	\$222,358.89	\$283,855.51	\$203,000.00	\$227,000.00	\$24,000.00	11.8%	\$210,500.00	(\$16,500.00)	-7.84%		
54	TOTAL	\$311,607.91	\$313,588.12	\$307,025.59	\$338,843.85	\$241,323.15	\$265,177.00	\$23,853.85	9.9%	\$250,598.24	(\$14,578.76)	-5.50%		

	A	F	G	H	I	J	K	L	M	N	O	Q	R	V
		FY19 ACTUAL	FY20 ACTUAL	FY21 ACTUAL	FY22 ACTUAL	FY23 TM ADOPTED	FY24 DEPT REQUESTS	FY24 Requests vs FY23 Final Variance	% Var	FY24 TA Proposed BUDGET	FY24 TA vs FY24 Requests Variance	% Variance		
1	Department Breakdown													
2	FINANCE COMMITTEE													
55	SALARIES	\$6,012.47	\$7,323.54	\$8,478.50	\$6,839.90	\$8,650.00	\$8,650.00	\$0.00	0.0%	\$8,823.00	\$173.00	1.73%		
56	EXPENSES	\$15,540.18	\$14,368.25	\$15,183.77	\$19,011.27	\$15,620.00	\$15,620.00	\$0.00	0.0%	\$15,620.00	\$0.00	0.00%		
57	TOTAL	\$21,552.65	\$21,691.79	\$23,662.27	\$25,851.17	\$24,270.00	\$24,270.00	\$0.00	0.0%	\$24,443.00	\$173.00	0.71%		
58	RESERVE FUND													
59	EXPENSES	\$4,529.95	\$42,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00	0.0%	\$50,000.00	\$0.00	0.00%		
60	TOTAL	\$4,529.95	\$42,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00	0.0%	\$50,000.00	\$0.00	0.00%		
61	GENERAL INSURANCE													
62	EXPENSES	\$457,207.00	\$505,272.00	\$529,283.00	\$608,382.00	\$623,900.00	\$720,829.00	\$96,929.00	15.5%	\$720,829.00	\$0.00	0.00%		
63	TOTAL	\$457,207.00	\$505,272.00	\$529,283.00	\$608,382.00	\$623,900.00	\$720,829.00	\$96,929.00	15.5%	\$720,829.00	\$0.00	0.00%		
64	EMPLOYEE BENEFITS													
65	EXPENSES	\$4,840,007.89	\$5,143,037.11	\$5,495,989.84	\$5,977,846.81	\$6,410,848.73	\$7,107,202.99	\$696,354.26	10.9%	\$7,123,243.39	\$16,040.40	0.23%		
66	TOTAL	\$4,840,007.89	\$5,143,037.11	\$5,495,989.84	\$5,977,846.81	\$6,410,848.73	\$7,107,202.99	\$696,354.26	10.9%	\$7,123,243.39	\$16,040.40	0.23%		
67	LINE 1 - GENERAL GOVT	\$5,989,417.19	\$7,470,285.07	\$7,884,931.23	\$8,644,371.63	\$9,325,326.38	\$10,110,619.64	\$785,293.26	8.4%	\$10,224,382.56	\$113,762.92	1.13%		
68	PUBLIC SAFETY													
69	POLICE DEPARTMENT													
70	SALARIES	\$1,779,980.98	\$1,818,448.41	\$1,914,030.65	\$2,065,582.49	\$2,210,021.62	\$2,133,684.05	-\$76,337.57	-3.5%	\$2,210,380.02	\$76,695.97	3.47%		
71	EXPENSES	\$280,203.93	\$243,401.57	\$275,849.61	\$289,452.16	\$315,602.61	\$366,574.12	\$50,971.51	16.2%	\$329,770.00	(\$36,804.12)	-11.2%		
72	TOTAL	\$2,040,184.91	\$2,061,849.98	\$2,189,880.26	\$2,355,034.65	\$2,525,624.23	\$2,500,258.17	-\$25,366.06	-1.0%	\$2,540,150.02	\$39,891.85	1.56%		
73	FIRE/RESCUE DEPARTMENT													
74	SALARIES	\$1,464,027.59	\$1,498,613.59	\$1,632,067.23	\$1,679,779.52	\$1,663,317.83	\$2,112,247.88	\$448,930.05	27.0%	\$2,048,533.08	(\$63,714.80)	-3.11%		
75	EXPENSES	\$176,890.25	\$186,568.96	\$234,864.14	\$293,541.72	\$284,600.00	\$334,600.00	\$50,000.00	17.6%	\$315,600.00	(\$19,000.00)	-6.04%		
76	TOTAL	\$1,640,917.84	\$1,685,182.55	\$1,866,931.37	\$1,973,321.24	\$1,947,917.83	\$2,446,847.88	\$498,930.05	25.6%	\$2,364,133.08	(\$82,714.80)	-3.50%		
77														
78														

	A	F	G	H	I	J	K	L	M	N	O	Q	R	V
	Department Breakdown													
1	FY19 ACTUAL	FY20 ACTUAL	FY21 ACTUAL	FY22 ACTUAL	FY23 TM ADOPTED	FY24 DEPT REQUESTS	FY24 Request vs FY23final Variance	% Var	FY24 Proposed BUDGET	FY24 TA vs FY24 Requests Variance	% Variance			
2	DISPATCH													
79	SALARIES	\$272,462.59	\$254,952.80	\$288,041.51	\$328,353.81	\$298,940.01	\$309,467.71	\$10,527.70	3.5%	\$310,667.71	\$1,200.00			
80	EXPENSES	\$8,486.61	\$10,707.00	\$6,232.88	\$8,911.79	\$10,500.00	\$12,300.00	\$1,800.00	17.1%	\$12,300.00	\$0.00			
81	TOTAL	\$280,959.20	\$265,659.80	\$294,274.39	\$337,265.60	\$309,440.01	\$321,767.71	\$12,327.70	4.0%	\$322,967.71	\$1,200.00	0.37%		
82	BUILDING DEPT.													
83	SALARIES	\$197,765.49	\$242,467.80	\$241,515.79	\$254,953.62	\$255,006.36	\$255,774.16	\$767.80	0.3%	\$265,241.32	\$9,467.16			
84	EXPENSES	\$8,547.83	\$8,395.36	\$7,178.88	\$8,121.02	\$9,675.00	\$9,675.00	\$0.00	0.0%	\$9,675.00	\$0.00			
85	TOTAL	\$206,313.32	\$250,863.16	\$248,694.67	\$263,074.64	\$264,681.36	\$265,449.16	\$767.80	0.3%	\$274,916.32	\$9,467.16	3.57%		
86	SEALER W&M													
87	SALARIES	\$3,183.00	\$3,262.92	\$3,345.00	\$3,429.00	\$3,429.00	\$3,497.58	\$68.58	2.0%	\$3,667.53	\$69.95			
88	EXPENSES	\$245.43	\$63.07	\$0.00	\$217.20	\$150.00	\$150.00	\$0.00	0.0%	\$150.00	\$0.00			
89	TOTAL	\$3,428.43	\$3,325.99	\$3,345.00	\$3,646.20	\$3,579.00	\$3,647.58	\$68.58	1.9%	\$3,717.53	\$69.95	1.92%		
90	EMERGMNT COMM													
91	SALARIES	\$737.00	\$756.00	\$1,500.00	\$1,500.00	\$1,500.00	\$5,000.00	\$3,500.00	233.3%	\$5,000.00	\$0.00			
92	EXPENSES	\$272.00	\$0.00	\$2,263.76	\$0.00	\$2,500.00	\$2,500.00	\$0.00	0.0%	\$2,500.00	\$0.00			
93	TOTAL	\$1,009.00	\$756.00	\$3,763.76	\$1,500.00	\$4,000.00	\$7,500.00	\$3,500.00	87.5%	\$7,500.00	\$0.00	0.00%		
94	ANIMAL CONTROL													
95	SALARIES	\$78,818.89	\$79,824.91	\$83,565.54	\$87,037.07	\$72,640.40	\$73,438.24	\$797.84	1.1%	\$78,593.12	\$5,154.88			
96	EXPENSES	\$13,703.19	\$10,812.35	\$9,743.75	\$9,146.86	\$11,200.00	\$11,300.00	\$100.00	0.9%	\$11,300.00	\$0.00			
97	TOTAL	\$92,522.08	\$90,637.26	\$93,309.29	\$96,183.93	\$83,840.40	\$84,738.24	\$897.84	1.1%	\$89,893.12	\$5,154.88	6.08%		
98	LINE 2 - PUBLIC SAFETY													
99		\$4,265,314.78	\$4,358,274.74	\$4,700,198.74	\$5,030,026.26	\$5,139,082.83	\$5,630,208.74	\$491,125.91	9.6%	\$5,603,277.79	(\$26,930.95)	-0.48%		
100														
101														

	A	F	G	H	I	J	K	L	M	N	O	Q	R	V
	Department Breakdown													
	FY19 ACTUAL	FY20 ACTUAL	FY21 ACTUAL	FY22 ACTUAL	FY23 TM ADOPTED	FY24 DEPT REQUESTS	FY24 Requests vs FY23final Variance	% Var	FY24 TA Proposed BUDGET	FY24 TA vs FY24 Requests Variance	% Variance	#		
101	MILLIS SCHOOLS													
102	EDUCATION													
103	MILLIS SCHOOLS													
104	SALARIES	\$12,847,560.87	\$13,355,755.27	\$14,433,529.46	\$14,740,852.95	\$15,584,528.77	\$16,058,917.44	\$474,388.67	3.0%	\$16,419,116.78	\$360,599.34			
105	EXPENSES	\$2,040,542.91	\$2,377,414.25	\$1,986,712.25	\$2,550,301.27	\$3,105,688.00	\$2,822,235.52	-\$283,452.48	-9.1%	\$2,876,509.28	\$54,273.76			
106	TOTAL	\$14,888,103.78	\$15,733,169.52	\$16,420,241.71	\$17,291,154.22	\$18,690,216.77	\$18,881,152.96	\$190,936.19	1.0%	\$19,296,026.06	\$414,873.10			
107	LINE 3 - MILLIS SCHOOLS													
108		\$14,888,103.78	\$15,733,169.52	\$16,420,241.71	\$17,291,154.22	\$18,690,216.77	\$18,881,152.96	\$190,936.19	1.0%	\$19,296,026.06	\$414,873.10		2.20%	#
109														
110	TRICOUNTY SCHOOL													
111	EXPENSES	\$615,597.00	\$807,957.00	\$1,049,674.00	\$955,936.00	\$876,556.00	\$668,295.00	-\$208,261.00	-23.8%	\$668,295.00	\$0.00			
112	TOTAL	\$615,597.00	\$807,957.00	\$1,049,674.00	\$955,936.00	\$876,556.00	\$668,295.00	-\$208,261.00	-23.8%	\$668,295.00	\$0.00			
113	LINE 4 - TRI-COUNTY													
114		\$615,597.00	\$807,957.00	\$1,049,674.00	\$955,936.00	\$876,556.00	\$668,295.00	-\$208,261.00	-23.8%	\$668,295.00	\$0.00		0.00%	
115	PUBLIC WORKS													
116	DPW/HIGHWAY													
117	SALARIES	\$230,128.49	\$249,292.76	\$257,945.96	\$353,980.38	\$337,298.00	\$406,595.69	\$69,297.69	20.5%	\$406,595.69	\$0.00			
118	EXPENSES	\$412,623.16	\$400,348.06	\$389,623.93	\$386,946.43	\$388,271.00	\$400,351.00	\$12,080.00	3.1%	\$388,271.00	(\$12,080.00)			
119	TOTAL	\$642,751.65	\$649,640.82	\$647,569.89	\$740,926.81	\$725,569.00	\$806,946.69	\$81,377.69	11.2%	\$794,866.69	(\$12,080.00)		-1.50%	
120	STREET LIGHTS													
121	EXPENSES	\$39,969.93	\$37,564.40	\$43,383.52	\$29,350.52	\$38,850.00	\$38,850.00	\$0.00	0.0%	\$38,850.00	\$0.00		0.00%	
122	TOTAL	\$39,969.93	\$37,564.40	\$43,383.52	\$29,350.52	\$38,850.00	\$38,850.00	\$0.00	0.0%	\$38,850.00	\$0.00		0.00%	
123	TRANSFER STATION													
124	SALARIES	\$27,218.31	\$24,530.07	\$25,216.90	\$52,293.07	\$58,754.26	\$57,733.83	\$6,979.57	11.9%	\$65,733.83	\$0.00			
125	EXPENSES	\$82,307.46	\$83,517.20	\$80,448.12	\$88,734.80	\$92,148.00	\$97,048.00	\$4,900.00	5.3%	\$97,048.00	\$0.00			
126	TOTAL	\$109,525.77	\$108,047.27	\$105,665.02	\$141,027.87	\$150,902.26	\$152,781.83	\$11,879.57	7.9%	\$162,781.83	\$0.00		0.00%	

	A	F	G	H	I	J	K	L	M	N	O	Q	R	V
		FY19 ACTUAL	FY20 ACTUAL	FY21 ACTUAL	FY22 ACTUAL	FY23 TM ADOPTED	FY24 DEPT REQUESTS	FY24 Requests vs FY23Final Variance	% Var	FY24 TA Proposed BUDGET	FY24 TA vs FY24 Requests Variance	% Variance		
1	Department Breakdown													
2	SNOW & ICE													
128	SALARIES	\$80,003.84	\$53,342.69	\$96,443.81	\$110,484.60	\$48,174.83	\$48,321.75	\$146.92	0.3%	\$48,321.75	\$0.00	0.00%		
129	EXPENSES	\$270,053.05	\$152,440.09	\$201,093.19	\$236,984.10	\$170,727.00	\$170,727.00	\$0.00	0.0%	\$170,727.00	\$0.00	0.00%		
130	TOTAL	\$290,056.89	\$205,782.78	\$297,537.00	\$347,468.70	\$218,901.83	\$219,048.75	\$146.92	0.1%	\$219,048.75	\$0.00	0.00%		
131	LINE 5 PUBLIC WORKS	\$1,082,304.24	\$1,001,035.27	\$1,094,155.43	\$1,258,753.90	\$1,134,223.09	\$1,227,627.27	\$93,404.18	8.2%	\$1,215,547.27	(\$12,080.00)	-0.98%		
132														
133														
134														
135	HEALTH & HUMAN SERVICES													
136	BOARD OF HEALTH													
137	SALARIES	\$116,312.49	\$129,283.82	\$127,700.88	\$143,128.21	\$147,724.72	\$142,449.76	-\$5,274.96	-3.6%	\$149,824.08	\$7,374.32	4.71%		
138	EXPENSES	\$4,198.39	\$5,319.09	\$3,576.29	\$7,448.38	\$16,775.00	\$13,975.00	-\$2,800.00	-16.7%	\$13,975.00	\$0.00	0.00%		
139	TOTAL	\$120,510.88	\$134,602.91	\$131,277.17	\$150,576.59	\$164,499.72	\$156,424.76	-\$8,074.96	-4.9%	\$163,799.08	\$7,374.32	4.71%		
140	COUNCIL ON AGING													
141	SALARIES	\$101,328.84	\$92,268.13	\$100,055.65	\$121,074.95	\$150,932.05	\$155,431.00	\$4,496.95	3.0%	\$158,516.82	\$3,085.82	1.87%		
142	EXPENSES	\$8,446.99	\$12,262.00	\$8,148.71	\$9,926.95	\$9,934.00	\$9,934.00	\$0.00	0.0%	\$9,934.00	\$0.00	0.00%		
143	TOTAL	\$109,775.83	\$104,530.13	\$108,204.36	\$131,001.90	\$160,866.05	\$165,365.00	\$4,496.95	2.8%	\$168,450.82	\$3,085.82	1.87%		
144	VETERANS													
145	SALARIES	\$10,712.00	\$9,630.12	\$11,195.00	\$18,000.00	\$18,000.00	\$18,360.00	\$360.00	2.0%	\$18,727.20	\$367.20	1.96%		
146	EXPENSES	\$32,982.28	\$22,073.97	\$38,065.04	\$17,768.07	\$48,000.00	\$32,640.00	-\$15,360.00	-32.0%	\$32,640.00	\$0.00	0.00%		
147	TOTAL	\$43,704.28	\$31,704.09	\$49,260.04	\$35,768.07	\$66,000.00	\$51,000.00	-\$15,000.00	-22.7%	\$51,367.20	\$367.20	0.72%		
148	LINE 5 HLTH/HUM SERV	\$273,990.99	\$270,837.13	\$288,741.57	\$317,346.56	\$391,365.77	\$372,789.76	-\$18,576.01	-4.7%	\$383,617.10	\$10,827.34	2.90%		
149														

	A	F	G	H	I	J	K	L	M	N	O	Q	R	V
		FY19 ACTUAL	FY20 ACTUAL	FY21 ACTUAL	FY22 ACTUAL	FY23 T/M ADOPTE	FY24 DEPT REQUESTS	FY24 Requests vs FY23 Final Variance	% Var	FY24 TA Proposed BUDGET	FY24 TA vs FY24 Requests Variance	% Variance		
1	Department Breakdown													
2	CULTURE & RECREATION													
151	MEMORIAL DAY													
152	EXPENSES	\$1,816.09	\$1,797.46	\$1,690.28	\$1,360.00	\$2,000.00	\$2,000.00	\$0.00	0.0%	\$2,000.00	\$0.00	0.00%		
153	TOTAL	\$1,816.09	\$1,797.46	\$1,690.28	\$1,360.00	\$2,000.00	\$2,000.00	\$0.00	0.0%	\$2,000.00	\$0.00	0.00%		
154	LEIGON													
155	EXPENSES	\$4,053.00	\$4,053.00	\$4,053.00	\$4,053.00	\$4,100.00	\$4,100.00	\$0.00	0.0%	\$4,100.00	\$0.00	0.00%		
156	TOTAL	\$4,053.00	\$4,053.00	\$4,053.00	\$4,053.00	\$4,100.00	\$4,100.00	\$0.00	0.0%	\$4,100.00	\$0.00	0.00%		
157														
158	LIBRARY													
159														
160	SALARIES	\$245,651.02	\$268,378.02	\$270,807.48	\$289,996.37	\$329,301.15	\$309,060.00	-\$20,241.15	-6.1%	\$346,901.02	\$37,841.02	7.88%		
161	EXPENSES	\$139,603.96	\$140,297.14	\$142,506.54	\$151,081.13	\$161,223.00	\$172,613.00	\$11,390.00	7.1%	\$172,613.00	\$0.00			
162	TOTAL	\$385,254.98	\$408,675.16	\$413,314.02	\$441,077.50	\$490,524.15	\$481,673.00	-\$8,851.15	-1.8%	\$519,514.02	\$37,841.02	7.88%		
163	RECREATION													
164	SALARIES	\$31,267.00	\$45,411.18	\$31,303.83	\$54,370.81	\$113,001.70	\$78,060.00	-\$34,941.70	-30.9%	\$110,466.60	\$32,406.60	25.51%		
165	EXPENSES	\$0.00	\$0.00	\$9,997.97	\$8,649.33	\$58,798.30	\$58,798.00	-\$2,000.30	-3.4%	\$58,798.00	\$0.00			
166	TOTAL	\$31,267.00	\$45,411.18	\$41,301.80	\$63,020.14	\$171,800.00	\$134,858.00	-\$36,942.00	-21.5%	\$169,264.60	\$34,406.60	25.51%		
167														
168	HISTORICAL													
169	EXPENSES	\$6,487.92	\$6,432.17	\$6,523.22	\$7,184.78	\$8,993.00	\$8,993.00	\$0.00	0.0%	\$8,993.00	\$0.00	0.00%		
170	TOTAL	\$6,487.92	\$6,432.17	\$6,523.22	\$7,184.78	\$8,993.00	\$8,993.00	\$0.00	0.0%	\$8,993.00	\$0.00	0.00%		
171	OAK GROVE FARM COMM													
172	EXPENSES	\$1,629.98	\$4,809.20	\$4,980.80	\$5,641.60	\$23,055.00	\$6,000.00	-\$17,055.00	-74.0%	\$14,260.00	\$8,260.00	137.67%		
173	TOTAL	\$1,629.98	\$4,809.20	\$4,980.80	\$5,641.60	\$23,055.00	\$6,000.00	-\$17,055.00	-74.0%	\$14,260.00	\$8,260.00	137.67%		
174	LINE 7 CULTURE & RECREATION	\$430,508.97	\$471,178.17	\$471,883.12	\$522,337.02	\$700,472.15	\$637,624.00	-\$62,848.15	-9.0%	\$718,131.62	\$80,507.62	12.63%		

	A	F	G	H	I	J	K	L	M	N	O	Q	R	V
	FY19	FY20	FY21	FY22	FY23	FY24	FY24	FY24	%	FY24	FY24 TA vs FY24	%		
1	ACTUAL	ACTUAL	ACTUAL	ACTUAL	TM ADOPTED	DEPT REQUESTS	Requests vs FY23 Final	Var	TA Proposed BUDGET	Variance	Variance	Variance		
1 Department Breakdown														
2 DEBT SERVICE														
177 PRINCIPAL	\$1,146,920.00	\$2,192,800.50	\$2,210,933.00	\$2,295,472.67	\$2,272,452.67	\$2,260,452.67	-\$12,000.00	-0.5%	\$2,260,452.67	\$0.00	\$0.00	0.00%		
178 INTEREST	\$1,014,045.36	\$2,307,682.92	\$1,681,004.06	\$1,528,704.92	\$1,455,625.16	\$1,485,990.81	\$30,365.65	2.1%	\$1,485,990.81	\$0.00	\$0.00	0.00%		
179 TOTAL	\$2,160,965.36	\$4,500,483.42	\$3,891,937.06	\$3,785,177.59	\$3,728,077.83	\$3,746,443.48	\$18,365.65	0.5%	\$3,746,443.48	\$0.00	\$0.00	0.00%		
181 LINE 8 DEBT SERVICE	\$2,160,965.36	\$4,500,483.42	\$3,891,937.06	\$3,785,177.59	\$3,728,077.83	\$3,746,443.48	\$18,365.65	0.5%	\$3,746,443.48	\$0.00	\$0.00	0.00%		
182 TOTAL BUDGET	\$30,686,202.31	\$34,613,200.32	\$35,801,742.86	\$37,805,103.18	\$39,985,320.82	\$41,274,760.85	\$1,289,440.03	3.2%	\$41,855,720.87	\$580,960.02	\$564,919.62	1.41%		
183 TOTAL BUDGET	\$30,686,202.31	\$34,613,200.32	\$35,801,742.86	\$37,805,103.18	\$39,985,320.82	\$41,274,760.85	\$1,289,440.03	3.2%	\$41,855,720.87	\$580,960.02	\$564,919.62	1.41%		
184 DISCRETIONARY	\$30,686,202.31	\$34,613,200.32	\$35,801,742.86	\$37,805,103.18	\$39,985,320.82	\$41,274,760.85	\$1,289,440.03	3.2%	\$41,855,720.87	\$580,960.02	\$564,919.62	1.41%		
185 NON-DISCRETIONARY** Includes	\$22,612,425.06	\$23,656,450.79	\$24,834,858.96	\$26,477,761.78	\$28,345,938.26	\$29,031,990.38	\$686,052.12	2.4%	\$29,596,910.00	\$564,919.62	\$564,919.62	1.95%		
186 General Insurance, Benefits,	\$8,073,777.25	\$10,956,749.53	\$10,966,883.90	\$11,327,341.40	\$11,639,382.56	\$12,242,770.47	\$603,387.91	5.2%	\$12,258,810.87	\$16,040.40	\$16,040.40	0.13%		
187 Tr-County & Debt	\$30,686,202.31	\$34,613,200.32	\$35,801,742.86	\$37,805,103.18	\$39,985,320.82	\$41,274,760.85	\$1,289,440.03	3.2%	\$41,855,720.87	\$580,960.02	\$564,919.62	1.41%		
188 Budget Totals	\$31,254,614.19	\$35,031,737.20	\$36,276,167.94	\$38,313,939.18	\$40,457,482.82	\$41,792,396.85	\$1,289,440.03	3.2%	\$42,373,356.87	\$150,046.53	\$150,046.53	0.35%		
189 Available Revenues	\$32,496,305.00	\$35,671,157.00	\$36,314,876.00	\$38,670,153.00	\$40,459,491.25	\$41,668,590.29	\$1,209,099.04	2.9%	\$42,373,356.87	\$150,046.53	\$150,046.53	0.35%		
190	\$1,241,890.81	\$659,419.80	\$38,708.06	\$356,213.82	\$2,008.43	\$123,806.56			\$0.00					25.83%
191														76.58%
192 Total Revenues	\$33,436,521.00	\$36,861,279.00	\$37,293,709.00	\$40,001,571.00	\$41,349,066.00	\$43,369,884.00	\$1,929,316.00	4.6%	\$43,369,884.00	\$150,046.53	\$150,046.53	0.35%		
193 Free Cash	-\$344,176.00	-\$628,144.00	-\$407,188.00	-\$708,594.00	-\$306,425.75	-\$1,163,680.71			-\$458,914.13					
194 State Aid Offset	-\$491,040.00	-\$456,978.00	-\$466,645.00	-\$517,824.00	-\$433,149.00	-\$387,613.00			-\$387,613.00					
195 Overlay	-\$105,000.00	-\$105,000.00	-\$105,000.00	-\$105,000.00	-\$105,000.00	-\$150,000.00			-\$150,000.00					
196 Available Revenues	\$32,496,305.00	\$35,671,157.00	\$36,314,876.00	\$38,670,153.00	\$40,459,491.25	\$41,668,590.29	\$1,209,099.04	2.9%	\$42,373,356.87	\$150,046.53	\$150,046.53	0.35%		
197 Total Budget Including	\$31,850,654.19	\$35,593,715.20	\$36,847,812.94	\$38,936,763.18	\$41,040,631.82	\$42,330,009.85	\$1,289,366.03	3.1%	\$42,910,969.87	\$580,960.02	\$564,919.62	1.41%		
198 State Aid Offset & Overlay														
199 Town Budget	\$9,186,607.56	\$9,655,721.49	\$10,150,837.42	\$10,639,216.77	\$11,129,154.22	\$11,618,981.52	\$488,765.25	4.5%	\$11,618,981.52	\$488,765.25	\$488,765.25	4.2%		
200 School Budget	\$17,291,154.22	\$18,690,216.77	\$19,881,152.98	\$20,910,216.77	\$22,000,000.00	\$23,000,000.00	\$1,000,000.00	4.5%	\$23,000,000.00	\$1,000,000.00	\$1,000,000.00	4.3%		
201 Town Budget Increase FY24	\$495,115.93								\$645,162.46					
202 Total Budget Including	\$32,194,830.19	\$36,221,859.20	\$37,255,000.94	\$39,645,357.18	\$41,347,057.57	\$43,493,690.56	\$1,148,627.37	2.8%	\$43,493,690.56	\$580,960.02	\$564,919.62	1.41%		
203 State Aid Offset & Overlay														
204														
205 Town Budget	\$9,186,607.56	\$9,655,721.49	\$10,150,837.42	\$10,639,216.77	\$11,129,154.22	\$11,618,981.52	\$488,765.25	4.5%	\$11,618,981.52	\$488,765.25	\$488,765.25	4.2%		
206 School Budget	\$17,291,154.22	\$18,690,216.77	\$19,881,152.98	\$20,910,216.77	\$22,000,000.00	\$23,000,000.00	\$1,000,000.00	4.5%	\$23,000,000.00	\$1,000,000.00	\$1,000,000.00	4.3%		
207 Town Budget Increase FY24	\$495,115.93								\$645,162.46					
208 Total Budget Including	\$32,194,830.19	\$36,221,859.20	\$37,255,000.94	\$39,645,357.18	\$41,347,057.57	\$43,493,690.56	\$1,148,627.37	2.8%	\$43,493,690.56	\$580,960.02	\$564,919.62	1.41%		
209 State Aid Offset & Overlay														
210 Cash														

23-069

Open 5/3/23 Annual Town Meeting Warrant

23-070

Discuss, Add, and Remove Town Meeting Articles



TOWN OF MILLIS

TO: Select Board

FROM: Michael Guzinski, Town Administrator

A handwritten signature in blue ink, likely belonging to Michael Guzinski, is written over the "FROM:" line.

DATE: March 24, 2023

RE: Updated Draft of Spring Annual Town Meeting Warrant

Greetings,

I am recommending the following changes to the draft Annual Town Meeting Warrant:

- Remove the articles titled "Design and Construction of Sidewalks and Roads" and "Tree Removal/Maintenance" due to lack of funding.
- Add an article entitled "Community Preservation Open Space/Recreation Fund – Oak Grove Farm Trail Improvement" as has been requested by the Oak Grove Commission and the Community Preservation Committee (see enclosed documentation)

This updated draft has been reviewed and approved as to form by Town Counsel.

Please let me know if you have any questions in regards to the draft ATM warrant.

Thank you.



DRAFT

3-27-23

May 3, 2023

**ANNUAL
TOWN MEETING WARRANT**

**TOWN OF MILLIS
COMMONWEALTH OF MASSACHUSETTS**

NORFOLK, SS.

GREETING:

To either of the Constables of the Town of Millis in said county, in the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Millis qualified to vote in elections and in town affairs, to meet on Wednesday, the third day of May, AD 2023 at 7:30 p.m. in the Middle-Senior High School Auditorium in said Millis:

**FOR THE BUSINESS MEETING, THEN AND THERE,
TO ACT ON THE FOLLOWING ARTICLES, VIZ**

SPRING 2023 TOWN MEETING ARTICLE LIST

1. Unpaid Bills
2. FY23 Additional Wages and Expenses
3. FY24 Operating Budget
4. SEIU #888, Firefighters Local #4704, AFSCME Council 93 Local #1301 Contract Ratifications
5. Sewer Enterprise Fund
6. Water Enterprise Fund
7. Stormwater Enterprise Fund
8. Consent Agenda:
 - Amendments to Personnel Plan
 - Board of Health Appointing Authority
 - Revolving Funds
 - Community Preservation Fund
9. Community Preservation Open Space/Recreation Reserve Fund - Oak Grove Farm Trail Improvement
10. Capital Items
11. New Bus Lease for Schools – Year One
12. New Police Cruiser Lease – Year One
13. Establish Millis Net Zero Goal
14. Amend Plastic Bag Reduction Bylaw
15. Unemployment Insurance
16. OPEB Fund
17. Special Education Stabilization Fund
18. Stabilization Fund
19. Petition Article

TOWN OF MILLIS

May 3, 2023 SPRING ANNUAL TOWN MEETING WARRANT

ARTICLE 1. To see if the Town will vote to transfer from available funds the sum of **\$00.00** to pay the following **unpaid bills** incurred by Town departments from previous fiscal year(s), or take any other action in relation thereto.

Dept.	Vendor	Amount

(Submitted by The Select Board)

4/5 majority

ARTICLE 2. To see if the Town will vote to transfer from available funds a sum of money for **additional operating expenses** not sufficiently funded under Article 3, Operating Budget, of the May 2, 2022 Annual Town Meeting, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 3. To see if the Town will vote to fix the compensation of elected officers, provide for a reserve fund, and determine what sums of money the Town will raise and appropriate, including appropriations from taxation, by transfer from available funds, and/or the Stabilization Fund to **defray charges and expenses to the Town, including debt and interest, and a reserve fund**, for the fiscal year beginning July 1, 2023, or take any other action in relation thereto.

(Submitted by The Select Board) *2/3 majority if stabilization funds used*

ARTICLE 4. To see if the Town will vote to ratify the following collective bargaining agreements: **Town of Millis and SEIU Local 888, Professional Firefighters of Millis Local #4704, and AFSCME Council 93 Local 3901**, all to be retroactive to July 1, 2022, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 5. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to **operate the sewer enterprise fund beginning July 1, 2023**, including a reserve fund, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 6. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to **operate the water enterprise fund beginning July 1, 2023**, including a reserve fund, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 7. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to **operate the stormwater enterprise fund beginning July 1, 2023**, including a reserve fund, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

CONSENT ARTICLE 8. To see if the Town will vote the following consent articles:

1. To see if the Town will vote to adopt **amendments to Schedule A-Salary Plan and Schedule C-Employee Benefits of the Town of Millis Personnel Plan** effective July 1, 2023, as shown in the FY24 Finance Committee Report, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

2. To see if the Town will vote in accordance with M.G.L., Chapter 41, section 4A, and Chapter 268A, to authorize the **Board of Health to appoint any of its members to another town office or position for which it has appointing authority**, for the term provided by law, if any, otherwise for a term not exceeding one year, and fix the salary of such appointee, notwithstanding the provision of M.G.L. Chapter 41, Section 108, or act in any manner in relation thereto.

(Submitted by the Board of Health)

Simple majority

3. To see if the Town will vote pursuant to the provisions of M.G.L. Chapter 44, Section 53E½, to establish the following fiscal year spending limit for the Town's established revolving funds for Fiscal year 2024:

AUTHORIZED REVOLVING FUNDS	FISCAL YEAR EXP. LIMIT
Oak Grove Farm Maintenance Fund	\$ 35,000.00
Animal Control Shelter Fund	\$ 3,000.00
Fire Alarm Fund	\$ 10,000.00
Historical Commission Fund	\$ 12,000.00
Ambulance Department Fund	\$ 20,000.00
Council on Aging Transportation Fund	\$ 5,000.00
VMB Custodial/Maintenance Fund	\$ 6,000.00
School Food Service Fund	\$360,000.00
School Transportation Fund	\$500,000.00
Stormwater Management Fund	\$ 10,000.00
BOH Medical Services/Vax Fund	\$ 20,000.00
BOH Rabies Clinic/Program Fund	\$ 2,500.00
School Athletic Fields Fund	\$ 35,000.00
School Extracurricular Fund	\$ 8,000.00
Library Special Use Fund	\$ 10,000.00
Tobacco Control Program	\$ 1,000.00

(Submitted by The Select Board)

Simple majority

4. To see if the Town will vote to raise and appropriate a sum of money or reserve a sum of money from the **Community Preservation Fund**, for the Historic Resources Reserve, the Community Housing Reserve, the Open Space Reserve, and the Budgeted Reserve from annual revenues in the amounts recommended by the Community Preservation Committee, along with administrative expenses and debt service, with each item to be considered a separate appropriation or act in any manner in relation thereto.

Appropriations:

From 2024 estimated revenues for Committee Administrative Expenses	\$16,755.00
(To be divided equally: \$0,000.00 CPC Salary Account- \$0,000.00 CPC Expenses)	
From Undesignated Fund Balance for Long Term Debt- Principal	\$20,000.00
From Undesignated Fund Balance for Long Term Debt- Interest	\$ 7,950.00

Reserves:

From FY2024 estimated revenues for Historic Resources Reserve	\$33,509.00
From FY2024 estimated revenues for Community Housing Reserve	\$33,509.00
From FY2024 estimated revenues for Open Space Reserve	\$33,509.00
From FY2024 estimated revenues for Budgeted Reserve	\$80,000.00

(Submitted by the Community Preservation Committee)

Simple majority

ARTICLE 9. To see if the Town will vote to transfer the sum of **\$34,237.68** from the **Community Preservation Open Space Reserve Fund for the Oak Grove Farm Trail Improvement Project**, or take any other action in relation thereto.

(Submitted by Community Preservation Committee)

Simple majority

ARTICLE 10. To see if the Town will vote to raise and appropriate or transfer from available funds the sum of **\$000,000 to fund the following capital items:**

<u>Department</u>	<u>Capital Item</u>	<u>Amount</u>
-------------------	---------------------	---------------

	<u>\$??????</u>
Total	\$??????

And to authorize the Select Board to dispose of old vehicles or equipment by outright sale, trade, auction, or otherwise and that the proceeds from such disposal be applied to the purchase price of the vehicle or equipment, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 11. To see if the Town will vote to borrow under the provisions of M.G.L. Chapter 44 or any other enabling authority, the sum of **\$?????? for the lease/purchase(s) of up to six Buses for the Millis Schools**, or take any other action in relation thereto.

(Submitted by the School Committee)

2/3 majority

ARTICLE 12. To see if the Town will vote to borrow under the provisions of M.G.L. Chapter 44 or any other enabling authority, the sum of **\$?????? for the lease/purchase(s) of two Police Cruisers**, or take any other action in relation thereto.

(Submitted by Select Board)

2/3 majority

ARTICLE 13. To see if the Town will vote to support the establishment of a Millis Net Zero Goal which is intended to offset, reduce, and eliminate greenhouse gas emissions in our community by the year 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)

Simple majority

ARTICLE 14. To see if the Town will vote to delete Article XXIII of the Millis General Bylaws in its entirety and replace with the following:

"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:

1. 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.
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, grocery stores and retail stores.
5. 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, 2023, whichever is later.

ENFORCEMENT

This Bylaw shall be enforced by the Board of Health through non-criminal disposition under G.L. c 40 section 21D.

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 |

(Submitted by the Board of Health)

Simple majority

ARTICLE 15. To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money **for the Unemployment Insurance Fund**, or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

ARTICLE 16. To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money for the **Other Post-Employment Benefits (OPEB) fund**, or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

ARTICLE 17. To see if the Town will vote to **establish a Special Education Stabilization Fund** in accordance with MGL Chapter 40 Section 13E, and to appropriate or transfer from available funds, a sum of money for the Special Education Stabilization Fund, or take any other action in relation thereto.

(Submitted by Select Board)

Simple Majority

ARTICLE 18. To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money for the **Stabilization Fund**, or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

ARTICLE 19. (Petition Article)

(Submitted by Petition)

Simple Majority

And, you are hereby directed to serve this Warrant by posting attested copies hereof fourteen days before time of said meeting as directed by the vote of the Town. Hereof fail not and make due return of this Warrant with your doings thereon at the time and place of said meeting.

Given under our hands this 10th day of April in the year two thousand and twenty-three.

**TOWN OF MILLIS
SELECT BOARD**

Erin T. Underhill, Chair

Craig W. Schultze, Vice-Chair

Ellen Rosenfeld, Clerk

A True Copy, Attest

Lisa J. Hardin, Town Clerk

**Helen R. Kubacki, Constable
Town of Millis**

COMMUNITY PRESERVATION COMMITTEE

CPC Warrant Article(s) for May 3, 2023 Town Meeting:

Article ___: To see if the Town will vote to appropriate **\$35,000.00** from the **Community Preservation Open Space Reserve Fund** for the **Oak Grove Farm Trail Improvements Phase II Project**, or take any other action in relation thereto. (Submitted by the Community Preservation Committee)

Appendix 1 – Millis Community Preservation Funding Request

Date: March 7, 2023

Project Title: Oak Grove Trail Improvements Phase II

Full Name of Entity Submitting Application: Oak Grove Farm Commission

Contact Person: Dave Werner

Address: 91 Ridge St., Millis 02054

Telephone: 508-904-5361

Email: davewerner1@verizon.net

Purpose: Please check all that apply:

Open Space

Community Housing

Historic Preservation

Open Space / Recreation

Amount of CPA Funding Requested: \$ 34,237.68 (Provide summary below)

Estimated Costs:

Fiscal Year*	Total Project Cost	CPA Funds requested	Other Funding Sources and Amounts
2023	\$57,237.68	34,237.68	23,000 Marijuana/CPC remaining from 23
2024			
2025			
2026			
2027			

* Fiscal year begins on July 1 of the previous calendar year

OAK GROVE FARM; Property of the Town of Millis MILLIS, MASSACHUSETTS

Justification for Request:

Benefits to the Town and Citizens of Millis:

Addiction research demonstrates that, aside from active, communicative parenting, involvement in sports and active outdoor activities is the most protective factor in preventing substance abuse disorders. Developmental Psychology studies show that children who spend time outdoors are less likely to report episodic depression episodes throughout life. With recent studies indicating that 60% of adolescent females suffer from some form of depression the opportunity to get outside and away from social media has the possibility both to heal and prevent anxiety and depression. As depression and other behavioral health disorders are predictive of substance abuse problems the promotion of sports and other outdoor activities is a very low-cost investment in the mental health of children and adults.

Trail improvement offers a recreational activity and enjoyment for all Millis citizens, from cradle to grave. Current trail conditions cause problems for cross country runners, recreational runners, and walkers using the trails at any time except dry weather.

Our playground invites children to enjoy time outdoors accompanied by their parents, grandparents, and siblings. This introduction to the outdoors is a gateway to the trail system.

Benefits to the Town and Citizens of Millis:

With the exception of the installation of two bridges, and a repair near the Island Road parking lot, the trails have not been upgraded since the inception of Oak Grove. Last years funding request detailed the areas in need of dire improvement and the Community Projects Preservation Committee granted us \$16,900 in addition to funding \$9,555 received in marijuana impact monies.

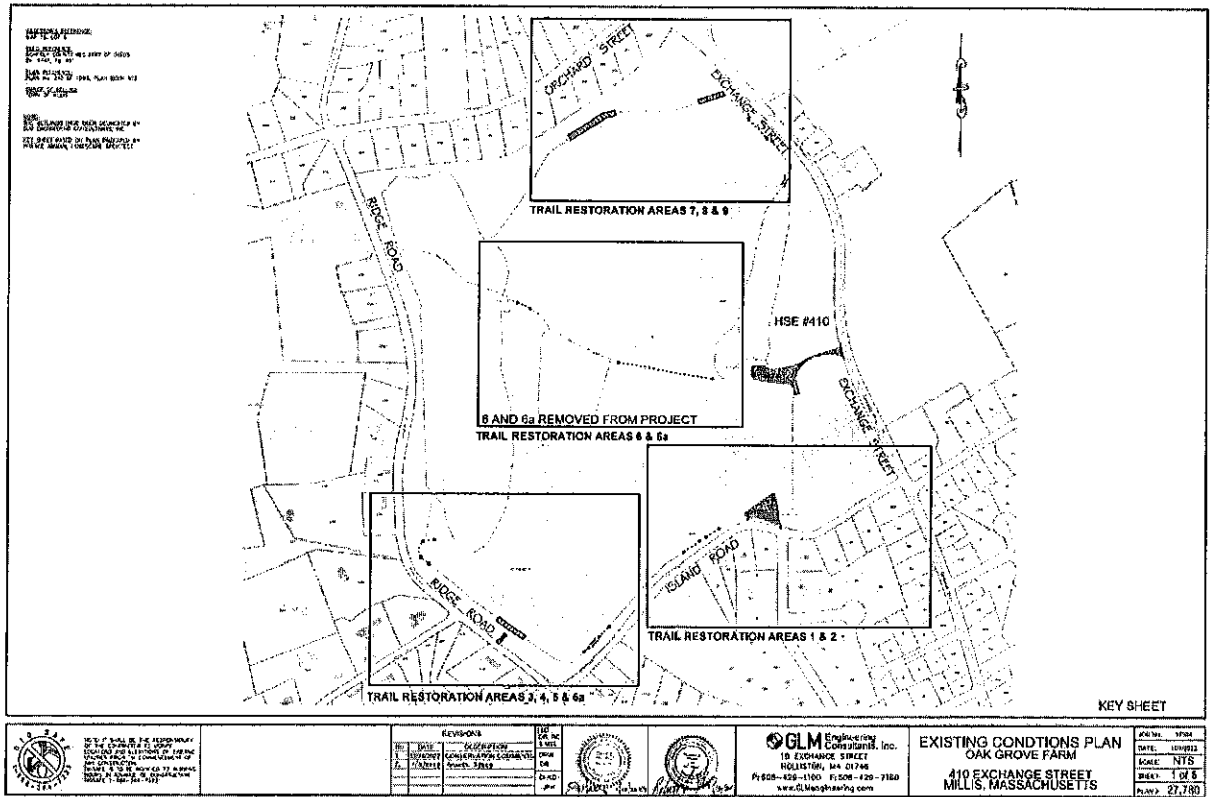
Late last spring we were very close to going forward with construction when the state DEP stepped in stating that graveling existing pathways would fill wetlands, an unacceptable action unless the area was recreated elsewhere on the property.

Wetland recreation is a very expensive and time-consuming method to meet state regulation. As such, DEP, along with the Millis Conservation Commission proposed that boardwalks be installed where wetlands were crossed by existing trails. In order to satisfy the wetland requirements a wetland expert and engineering firm was required. A little over \$5000 was spent on these requirements and our plans finally approved and a Notice of Conditions received in early February.

The boardwalk and environmental conditions, (silt fence, straw wattle, and stakes have more than doubled our initial estimates of the project. Construction of boardwalks alone is estimated at \$28,800 or approximately \$6,000 more than the funds remaining from our initial requests.

On February 24, 2023 Dave Werner and John McAvoy met with Jim McKay and Dave Rachmaciej to discuss DPW's role in the project. DPW will install the drainage improvements along Island Road and Ridge Street required by the Millis Conservation Commission. Additionally, DPW agreed to level install gravel on designated areas, but is not able to install the silt fencing and straw fencing required in the order of conditions.

The map below shows locations of trail improvements:



+

The known costs of the project are detailed below.

Gravel: Material for trail surfacing:

2,220 square ft of surface area

2 inches $\frac{3}{4}$ angular gravel	\$ 2,814.68
2 inches $\frac{1}{2}$ angular gravel	\$ 2,814.68
2 inches crushed stone(rock/crushed gravel rock dust)	\$ 2,144.52
Trap rock for drainage 2 truckloads @\$864	\$ 1,728.00
Total Gravel	Sub-Total
	<u>\$ 9,501.68</u>

Police Details (Island and Ridge drainage) 16hrs @\$70	\$ 1,120.00
Silt fence (with the stakes attached to fabric) need 13 sections It comes 3 ft. x 100 ft. @ \$ 50.00 per 100 ft Based on 1250 ft	\$ 650.00
Straw waddles - based on 1250 ft- need 50 sections -\$ 43.00 for 25 ft section - need 50 rolls	\$ 2150.00
wooden stakes -based on 1250 ft \$ 27.00 per bundle with 24 in a bundle need staked every 4 ft for total of 312 stakes need 13 bundles	<u>\$ 351.00</u>
Total	\$ 3,151.00
72 sections of 8'x2' board walk sections @ \$400 ea.	\$28,800.00
Resurfacing of existing road on Causeway	
2,000 linear ft of environmental soc	
Wooden stakes	\$ 540
Labor	\$ 400
8,000 square ft of surface	
2 inches ¾ angular gravel 1,333.33 sq. ft @ \$21 per ton	\$ 1,500
2 inches ½ angular gravel	\$ 1,500
2 inches crushed stone(rock/crushed gravel rock dust)	<u>\$ 1,400</u>
	\$ 4,400
Straw Waddle and Stakes (2,000 linear ft.)	\$ 4,385
Silt Fence @ \$50 per 100ft	\$ 1,000
Dingo Rental for woodchip installation on Exchange	\$ 680

Total, known costs	\$52,237.68
Additional Contractor Cost (Estimated)	\$ 5,000.00
	\$ 57,237.68

Estimates for the following work have been requested, but not received as of this submission.

Known Costs (silt fence, gravel etc.) are reflected in the above estimates.

1) Install environmental sock and silt fence. For graveled areas specified below:

Estimate 1
(Areas as denoted on plans)

Area 1 300' linear ft.
Area 3 80
Area 4 120
Area 5 120

Total 620' linear ft environmental sock and silt fence.

Estimate 2

Environmental Sock and Silt fence for installation of boardwalks as follows:

Area #4	40 linear ft.
Area 5 & 5a	120
Area 8	140
Area 9	<u>330</u>

Total 630 linear ft environmental sock and silt fence.

Estimate 3

Install pre-built 8'X2' boardwalk sections on concrete or cinderblock base (type TBD)

1) Initial installation 36 sections.

23-071

Close 5/3/23 Annual Town Meeting Warrant

23-072

Approval of MSBA Feasibility Study Agreement

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

February 21, 2023

Mr. Michael Guzinski, Town Administrator
Town of Millis
900 Main Street, Room 220
Millis, MA 02054

RE: Millis Feasibility Study Agreement
Millis High School (MSBA Project No. 202101870505)

Dear Mr. Guzinski:

Attached please find the Feasibility Study Agreement (the "FSA") and Exhibits A-C for the Millis High School in the Town of Millis (the "Town"). The Town must mail one original signed copy of the FSA to the Massachusetts School Building Authority ("MSBA"), a copy of which will be returned to the Town after it has been signed by the MSBA's Executive Director. If the Town would like an executed FSA with original signatures, please return two originals to the MSBA. Please do not date the Agreement on pages 1 and 17. The FSA will be dated by the MSBA when the MSBA's Executive Director signs the Agreement.

The Town must also submit one signed copy of the attached Certification of Legal Counsel, which is being sent as a Word document to enable the Town's legal counsel to put the certification on his/her letterhead. The Certification of Legal Counsel requires the Town's legal counsel to certify which local public official or governmental body (the "Local Governing Body") has the full legal authority to execute the FSA on behalf of the Town and to bind the Town to its terms. The Town should keep a separate copy of the certification for the Town's records.

In addition, the Town will need to provide a certified copy of the vote of the Local Governing Body authorizing the Town to enter into and be bound by the FSA, where required by local charters, ordinances, or by-laws.

Further, unless it has already been submitted to the MSBA, the Town will need to mail a certified copy of the vote of the Local Governing Body appropriating and authorizing the **full** amount of the feasibility study's cost, including both the local share and the MSBA's share, if any.

The required documents, which include: (1) one signed original of the FSA, (2) one signed copy of the Certification of Legal Counsel, (3) a certified copy of the vote authorizing the Town to enter into and be bound by the FSA, where required by local charters, ordinances or by-laws, and (4) a certified copy of the vote of the Local Governing Body appropriating and authorizing the **full** amount of the feasibility study's cost, unless already submitted to the MSBA, should be mailed to my attention at the address below.

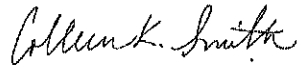
Massachusetts School Building Authority
40 Broad Street, Suite 500
Boston, MA 02109

Once these requirements have been satisfied and the FSA has been executed, the Town can begin submitting requests for reimbursement for the Feasibility Study costs to the MSBA.

Please note, the MSBA generally makes reimbursement payments through electronic fund transfers and has banking information on file for most communities that was supplied for previous school projects. Please notify the MSBA if the Town's banking information has changed or if the Town would like to use a different account at this time.

If you have any questions, please feel free to contact me at Colleen.Smith@MassSchoolBuildings.org.

Regards,



Colleen K. Smith
Associate General Counsel

cc: Legislative Delegation
Erin Underhill, Chair, Millis Select Board
Steven Catalano, Chair, Millis School Committee
Robert Mullaney, Superintendent, Millis Public Schools
File: 10.2 Letters (Region 4)

District: Town of Millis
School: Millis High School
Project ID: 202101870505

**MASSACHUSETTS SCHOOL BUILDING AUTHORITY
FEASIBILITY STUDY AGREEMENT**

This Feasibility Study Agreement, dated the ____ day of _____, 20____ (the "Agreement") is between the Massachusetts School Building Authority (the "**Authority**"), a public instrumentality of the Commonwealth of Massachusetts established by Chapter 70B of the Massachusetts General Laws and Chapters 208 & 210 of the Acts of 2004 of the Commonwealth, in each case as amended from time to time, and the Town of Millis (the "**District**").

WHEREAS, the District submitted a Statement of Interest to the Authority for the Millis High School (hereinafter "**School**"), and the District prioritized this Statement of Interest as its priority to receive any potential funding from the Authority;

WHEREAS, on March 2, 2022, the Board of Directors of the Authority voted to invite the District to the MSBA's Eligibility Period, and to commence the Eligibility Period on July 1, 2022, and the District has completed all applicable preliminary requirements to the satisfaction of the MSBA;

WHEREAS, on March 1, 2023, the Board of Directors of the Authority shall have voted to authorize the Parties to enter into this Agreement upon the terms and conditions stated herein.

WHEREAS, the Feasibility Study is one step in the multi-step process of the Authority's grant program for school building construction and renovation projects, and the invitation to collaborate on conducting and/or reviewing a Feasibility Study is not approval of a project or any funding by the Authority, except as expressly provided in this Agreement;

WHEREAS, the Authority's grant program for school building renovation and construction projects is a non-entitlement, discretionary program based on need, as determined by the Authority;

WHEREAS, the District has submitted a signed Initial Compliance Certification, as described in 963 CMR 2.02, 2.03 & 2.10(2), in the form prescribed by the Authority, and it has been accepted by the Authority;

WHEREAS, the District has formed a School Building Committee to monitor the Feasibility Study and advise the District during the study;

WHEREAS, the Authority may reimburse the District for a portion of eligible, approved costs incurred in connection with the Feasibility Study undertaken by the District for the School under certain terms and conditions, hereinafter provided, and subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.* and all applicable policies and guidelines of the Authority.

District: Town of Millis
School: Millis High School
Project ID: 202101870505

NOW THEREFORE, in consideration of the promises and the agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the District (together, the "Parties") agree as follows:

SECTION 1 DEFINITIONS

1.1 Capitalized terms not specifically defined in this Definitions section shall have the meanings ascribed to them in either M.G.L. c. 70B or 963 CMR 2.00 *et seq.*

"Budget" shall mean a complete and full enumeration of all costs, including both hard costs and soft costs, so-called, that the District reasonably estimates, to the best of its knowledge and belief, will be incurred in connection with the planning, development, and the completion of the Feasibility Study, which Budget shall be approved by the Authority and attached hereto as **Exhibit A**, as it may be updated from time to time.

"Design Contract" shall mean the standard design contract developed and prescribed by the Authority, as it may be amended by the Authority from time to time that shall be executed by the District and the Designer for design services related to the Proposed Project.

"Designer" shall mean the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering that meets the requirements of M.G.L. c. 7C, § 44 and has been procured and contracted by the District to conduct a Feasibility Study, in accordance with the provisions of Sections 2.1(a)(i) and 2.1(a)(ii) of this Agreement.

"Excusable Delay" shall mean a delay of the Feasibility Study that either (a) is solely because of a natural event, such as flood, storms, or lightning, that is not preventable by any human agency, or (b) is reasonably determined by the Authority to be excusable, provided that the failure of the District to have exclusive ownership, control and use of site will not extend the "Term of the Agreement" established in Section 2.2.

"Feasibility Study" shall mean a study as described in 963 CMR 2.10(8) and in any applicable policies and guidelines of the Authority and, in relation to a Major Reconstruction Project or Repair Project, as described in M.G.L. c. 70B, 963 CMR 2.00 *et seq.* and any applicable policies and guidelines of the Authority, shall also include an engineering study, in a format prescribed by or otherwise acceptable to the Authority, to investigate potential options and solutions, including cost estimates, for the deficiencies and issues identified in the Statement of Interest or as otherwise determined by the Authority.

District: Town of Millis
School: Millis High School
Project ID: 202101870505

“Owner’s Project Manager” shall mean the individual corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity under contract with, designated, or assigned by the District and approved by the Authority, to fully and completely manage and coordinate administration of the Project to completion. The Owner’s Project Manager must meet the qualifications set forth in M.G.L. c. 149, § 44A ½, 963 CMR 2.00 *et seq.*, and all applicable policies and guidelines of the Authority.

“Scope” shall mean the scope of the Feasibility Study as described in 963 CMR 2.10(8) and any applicable policies and guidelines of the Authority or as otherwise determined in writing by the Authority and as more fully described in **Exhibit B** attached hereto, as it may be updated from time to time as mutually agreed upon by the District and the Authority.

“Schedule” shall mean the schedule for the Feasibility Study, which schedule shall be updated from time to time and approved by the Authority.

“School” shall mean the Millis High School located in the District.

“Statement of Interest” shall mean the Statement of Interest, as defined in 963 CMR 2.09 and all applicable policies and guidelines of the Authority, submitted to the Authority by the District for the School.

SECTION 2 FEASIBILITY STUDY

Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants contained herein, the Parties hereby agree as follows:

2.1 Feasibility Study.

- (a.) The Parties hereby agree that the District shall undertake a Feasibility Study to investigate potential options and solutions, including cost estimates, to the School’s deficiencies and issues as identified in the Statement of Interest or as otherwise determined by the Authority and in accordance with the Scope, Budget, and Schedule approved by the Authority, provided that the Authority has the unconditional unilateral right to alter that approved Scope, Budget, and/or Schedule for the Authority’s convenience and the Authority will not be liable to the District for any loss and/or damage that arises, in whole or in part, out of any such alteration. The adequacy, sufficiency and/or acceptability of a Feasibility Study or a Prior Study, as defined in Section 2.1(c) of this Agreement, for the purposes of the Authority’s grant program shall be determined by the Authority within its sole discretion. Any determination by the Authority that a Feasibility Study or Prior Study is adequate, sufficient or acceptable

for the Authority's purposes shall not be construed as a certification or approval by the Authority of the studies, plans, drawings, designs, cost estimates, specifications or any other information or materials contained therein and no MSBA requirement that the District study a particular Option shall constitute an MSBA approval of that Option, in whole or in part. The District, its officials, employees and agents are and shall remain responsible for the Feasibility Study and/or Prior Study and the building designs, site plans, drawings, cost estimates, specifications and other materials and information relative thereto that the District submits to the Authority. The Authority's review of the Feasibility Study and/or Prior Study and any studies, plans, drawings, designs, cost estimates, specifications or any other information or materials contained therein or related thereto is solely for the purpose of determining whether they meet the provisions of this Agreement and the Authority's regulations, standards, policies, guidelines and other requirements and whether the District will be eligible for potential funding from the Authority for the Proposed Project. Approval of a Proposed Project shall only be determined by a vote of the Authority's Board in accordance with 963 CMR 2.00 *et seq.* and the applicable policies and guidelines of the Authority.

- (i.) The District shall procure a Designer to conduct the Feasibility Study pursuant to the provisions of M.G.L. c. 7C, § 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12, and any other applicable laws and regulations; provided, however, that if the estimated construction cost of the Proposed Project is determined to be more than five million dollars (\$5,000,000), then the District shall select the Feasibility Study Designer using the Authority's Designer Selection Panel in accordance with 963 CMR 2.00 *et seq.* and all applicable policies and guidelines of the Authority. The District shall not use a Designer who was procured by the District prior to July 1, 2007, to conduct the Feasibility Study, unless the Designer is acceptable to the Authority. It is further provided that, if said Designer who was procured by the District prior to July 1, 2007, is unacceptable to the Authority, the District shall conduct a new procurement for a Feasibility Study Designer pursuant to the applicable provisions of M.G.L. c. 7C, § 44 through 58, 963 CMR 2.10(8), 963 CMR 2.12, and any rules, regulations, policies and guidelines of the Authority.

- (ii.) The District shall use the Authority's Design Contract to contract with the Designer for the Feasibility Study. The District shall monitor the performance of the Designer and shall require the Designer to fully comply with all provisions of the Design Contract, including, but not limited to, all provisions affecting the interests of the Authority.
 - (iii.) If, at any time, the construction cost of the Proposed Project is estimated to be more than one million five hundred thousand dollars (\$1,500,000), or if the construction cost of the Proposed Project is estimated to be equal to or less than one million five hundred thousand dollars (\$1,500,000) and the Authority so requires, at any time, as a condition to qualify for funding by the Authority, the District shall procure and maintain under contract, or otherwise assign, an Owner's Project Manager, pursuant to M.G.L. c. 149, § 44A ½, 963 CMR 2.00, *et seq.* and any applicable policies and guidelines of the Authority. The selection of an Owner's Project Manager shall be subject to the review and approval of the Authority as required by M.G.L. 70B, 963 CMR 2.00, *et seq.*, and any applicable policies and guidelines of the Authority. Any costs associated with an Owner's Project Manager who is not approved by the Authority shall not be eligible for reimbursement.
 - (iv.) Where applicable, the District shall use the Authority's model request for services and standard contract to procure and contract with any Owner's Project Manager for the Proposed Project, including the Feasibility Study stage of the Proposed Project. The District shall monitor the performance of the Owner's Project Manager and shall require the Owner's Project Manager to fully comply with all provisions of the contract between the District and the Owner's Project Manager including, but not limited to, all provisions affecting the interests of the Authority.
- (b.) Subject to the satisfaction of or compliance with, as reasonably determined by the Authority, all of the terms and conditions of this Agreement, the applicable provisions of M.G.L. c. 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.* and any other rule,

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regulation, policy or guideline of the Authority, and further subject to the Authority's approval of the Scope, Budget and Schedule and the District's approval, authorization and appropriation for the Feasibility Study using forms prescribed by or otherwise acceptable to the Authority, the Authority hereby agrees to pay to the District an amount that shall under no circumstances exceed the lesser of (i) 53.53% of the eligible, approved costs of the Feasibility Study, as determined by the Authority, or (ii) \$695,890.00. The Parties hereby acknowledge and agree that \$695,890.00 is the maximum amount of funding that the District may receive from the Authority for the Feasibility Study, and that the final amount of eligible Feasibility Study costs approved by the Authority may equal an amount less than \$695,890.00, as determined by an audit or audits conducted by the Authority. Any costs and expenditures that are determined by the Authority to be either in excess of the \$695,890.00 or ineligible for payment by the Authority shall be the sole responsibility of the District. The reimbursement rate set forth above, and as more fully described in the Reimbursement Rate Summary, attached hereto as **Exhibit "C"**, is the rate at which the District may be reimbursed for the eligible, approved costs of the Feasibility Study.

In the event that the Authority reasonably determines that the Feasibility Study is not in accordance or compliance with the Scope, Schedule, Budget, all of the terms and conditions of this Agreement, the provisions of M.G.L. c. 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any other rule, regulation, policy or guideline of the Authority, or is delayed (other than an Excusable Delay) or is not duly authorized, approved and funded by the District in accordance with applicable law and as required by the Authority, then the Authority may temporarily and/or permanently withhold payments to the District for any eligible, approved costs of the Feasibility Study, provided that the Authority shall not unreasonably withhold any such payments and further provided that the Authority shall give written notice to the District of any such withholding. Notwithstanding the foregoing, failure by the Authority to provide such written notice timely shall not create or result in any entitlement to payment for the District. In the event that the Authority either temporarily or permanently withholds payment for the Feasibility Study, the District hereby agrees and acknowledges that the Authority shall have no liability for any such withholding of payment or any loss that may occur as a result of any such withholding of payment.

The District shall not be eligible to receive any funding for the Authority's share of the eligible, approved Feasibility Study costs, or any portion thereof, unless and until the Authority has approved the Scope, Budget, and Schedule. The Authority shall reimburse the District only for costs incurred by the District in connection with the Feasibility Study that are timely submitted to the Authority, eligible for reimbursement pursuant to

Authority policies, procedures, and guidelines, and audited and approved by the Authority.

- (c) Notwithstanding any provision of this Agreement, a District will not be eligible for reimbursement for costs that arise out of any study of the deficiencies and issues identified in the Statement of Interest to the extent that those costs were incurred by the District prior to the date of the Execution of this Agreement.

2.2 Term of Agreement.

No Project Scope and Budget Agreement for a Proposed Project, which arises out of the provisions of this Agreement will be approved by the Authority's Board until on or after July 1, 2024. Subject to that limitation, the Agreement will terminate upon (1) the approval of a Project Scope and Budget Agreement for a Proposed Project by the Authority's Board and the (2) execution of a Project Scope and Budget Agreement by the Authority and the District for that Proposed Project or (2) Nine Hundred and Thirteen (913) Days after the date upon which the Authority's Board votes to invite the District into Feasibility Study, whichever occurs sooner.

SECTION 3 COVENANTS

The District covenants and agrees that as long as this Agreement is in effect, the District shall and shall cause its employees, officers, agents, and representatives to perform and comply with all covenants of this Agreement.

3.1 The District hereby agrees that it shall make available for inspection by, and submit to, the Authority any and all information and documentation related to the Feasibility Study, including, but not limited to budget information, progress reports, and draft copies that may be requested by the Authority, promptly and in no event later than the deadline stated in any such request.

3.2 The District hereby agrees that it shall work with the Authority in developing the Scope, Budget and Schedule for the Feasibility Study and it acknowledges and agrees that the Authority's funding for the Feasibility Study is subject to the Authority's approval of the Scope, Budget and Schedule.

3.3 The District hereby acknowledges and agrees that the Authority shall not provide any amounts in excess of the amount determined under Section 2.1(b) of this Agreement.

3.4 The District hereby acknowledges and agrees that the Authority may, in its sole discretion, determine that certain costs incurred by the District in connection with the Feasibility Study are not eligible for reimbursement by the Authority, pursuant to any applicable provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, including, but not limited to, sections 2.10 & 2.16(5), and any other policies and guidelines of the Authority.

3.5 The District shall comply with all provisions of this Agreement; the provisions of all other agreements between the Authority and the District that relate to the Feasibility Study; the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, and all policies and guidelines of the Authority; and all provisions of law applicable to the Feasibility Study, this Agreement, and any other agreements and documents related to the Feasibility Study, and shall take all action necessary to fulfill its obligations under this Agreement.

3.6 The District hereby acknowledges and agrees that the Authority shall not be required or obligated to make any payment for any eligible Feasibility Study costs while an Event of Default, as defined in section 8 of this Agreement, shall have occurred.

3.7 The District shall, and shall cause any Owner's Project Manager and Designer and their employees, subconsultants and agents to, keep adequate records of the Feasibility Study and make all Feasibility Study records and the Feasibility Study site(s) available to the Authority or representatives of the Authority for review during the course of the Feasibility Study.

3.8 The District hereby acknowledges and agrees that the duties of any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District shall include, but not be limited to, fully and completely managing and coordinating on behalf of the District the administration of the Feasibility Study to completion. Any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District shall be responsible for overseeing, tracking, and managing the Budget and Schedule. In the event that an Owner's Project Manager is not required for the Proposed Project, the District shall have the aforesaid duties and responsibilities in addition to any others imposed by M.G.L. c. 70B, 963 CMR, *et seq.*, the policies and guidelines of the Authority, and any other applicable provisions of law.

3.9 The District hereby agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Proposed Project by the District and that the Authority shall have full and complete access to all information and documentation relating to the Proposed Project to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Proposed Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Proposed Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The

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District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Proposed Project.

3.10 The District hereby acknowledges and agrees that the duties of the Designer shall include, but not be limited to, those described in this Agreement, including, but not limited to, the Scope attached hereto as Exhibit B; 963 CMR 2.10(8); any applicable rules, regulations, policies and guidelines of the Authority; and any standard scope of services and the Design Contract prescribed by the Authority.

3.11 The District hereby acknowledges and agrees that neither the District nor any of its employees, officials, agents, consultants or contractors shall submit any false or intentionally misleading information or documentation to the Authority in connection with this Feasibility Study Agreement or the Feasibility Study, and further acknowledges and agrees that the submission of any such information or documentation may cause the Authority to suspend, revoke or terminate any and all payments otherwise due to the District and/or recover any previous payments made to the District, and the District may be ineligible for any funding from the Authority. The District hereby further agrees that it shall have a continuing obligation to update and notify the Authority in writing when it knows or has any reason to know that any information or documentation submitted to the Authority contains false, misleading or incorrect information.

3.12 The District hereby acknowledges and agrees that the Authority shall bear no responsibility or liability of any sort for the results of any Feasibility Study, environmental assessment, geotechnical site testing, any necessary site remediation, clean-up, or other site remediation services.

3.13 The District hereby acknowledges and agrees that it shall provide a final Feasibility Study report to the Authority, which shall be in a format that is prescribed by or otherwise acceptable to the Authority.

3.14 The District hereby acknowledges and agrees that the Authority's grant program is a non-entitlement, discretionary program based on need, and the Feasibility Study may not result in a school construction, renovation or repair project that is eligible for funding by the Authority.

3.15 The District shall not combine, consolidate, or conjoin in any way the procurement, pre-qualification or selection of an Owner's Project Manager or Designer for the Proposed Project with the procurement, pre-qualification or selection of an Owner's Project Manager or Designer for any other construction, repair or renovation project without the express prior written approval of a duly authorized representative of the Authority. Any costs incurred by the District that relate to, or arise out of, the use of

a combined, consolidated or conjoined procurement, pre-qualification or selection process as proscribed above, including, but not limited to, the preparation of bid documents, requests for services, and requests for qualifications, without the express prior written approval of a duly authorized representative of the Authority shall not be eligible for reimbursement.

SECTION 4 PAYMENTS AND AUDIT

4.1 Subject to the terms and conditions of the Agreement, the Authority shall reimburse the District for eligible, approved costs incurred in connection with the Feasibility Study in accordance with the following:

(a) Using the Authority's Pro-Pay system, the District shall submit requests for reimbursement on a monthly basis to the Authority in a format prescribed by the Authority. Each monthly request for reimbursement shall be approved locally by a duly authorized representative of the District, shall be in a form acceptable to the Authority, shall include reasonable detail, including, but not limited to (1) the amount of funding requested, (2) the nature of the materials or property or services received, (3) the total value of the work performed and materials furnished by the Owner's Project Manager, if any, the Designer, and each consultant, subconsultant or vendor to date, and (4) the value of the work completed during the Feasibility Study. The District agrees that each request for reimbursement shall be accompanied by the invoices for each of the amounts requisitioned and any other supporting documentation and information substantiating the District's request for reimbursement, as the Authority may request, in a form satisfactory to the Authority.

(b) Each request for reimbursement shall include a written certification signed by a duly authorized representative of the District stating that: (1) such request for reimbursement is solely for Feasibility Study costs, (2) the obligations itemized in the request for reimbursement have not been the basis for a prior request for reimbursement submitted by the District that has been paid or rejected by the Authority, (3) the reimbursement requested is due for work actually and properly performed or materials or property actually supplied prior to the date of the requisition, (4) the reimbursement requested is for costs that already have been duly paid by the District, and (5) such reimbursement requested is within the Budget approved by the Authority.

(c) The Authority shall review all requests for reimbursement properly submitted pursuant to this Agreement as soon as reasonably possible. The Authority shall not consider requests for reimbursement that are not, as reasonably determined by the Authority, (1) timely and properly submitted, (2) in accordance with the most recent Budget approved by the

Authority, and (3) for eligible Feasibility Study costs incurred by the District. The District understands and agrees that no reimbursement shall be made by the Authority unless the District has complied with all of the terms and conditions of this Agreement, the applicable provisions of M.G.L. c. 70B, chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and all policies and guidelines of the Authority.

(d) After receipt from the District of a timely and properly submitted request for reimbursement pursuant to this Agreement, the Authority shall make payment to the District of the Authority's share of approved, eligible Feasibility Study costs, subject to the terms and conditions of this Agreement. The District hereby agrees and acknowledges that the amount of approved, eligible Feasibility Study costs reimbursed by the Authority may be subject to change, pending audit, including but not limited to an audit pursuant to Section 4.2 of this Agreement and the final close-out audit pursuant to Section 4.3 of this Agreement.

4.2 The Authority may review and perform a preliminary audit on each request for reimbursement submitted pursuant to this Agreement to ensure that only eligible costs of the Feasibility Study are approved and paid by the Authority. Any such preliminary audits shall be conducted in accordance with 963 CMR 2.16 and other policies and guidelines of the Authority. In the event that the Authority determines that an item contained in a request for reimbursement submitted by the District pursuant to this Agreement is not eligible for reimbursement by the Authority, the Authority shall adjust a subsequent reimbursement to the District to account for the ineligible costs. The District hereby acknowledges and agrees that each audit conducted pursuant to this Section 4.2 is preliminary, and the Authority may further adjust and alter the results of a preliminary audit after it conducts subsequent audits or a final close-out audit of the Feasibility Study.

4.3 The District hereby acknowledges and agrees that a final, close-out audit of the Feasibility Study by the Authority shall include an audit of all requests for reimbursement submitted and all reimbursements made by the Authority. The final, close-out audit shall be conducted in accordance with 963 CMR 2.16 and any other applicable regulations, policies and guidelines of the Authority. The District shall make all documents and materials requested by the Authority or its representatives available in a timely manner. The District further acknowledges and agrees that the final, close-out audit of the Feasibility Study may not occur until such time as the Authority conducts its final, close-out audit of the project that may result from the Feasibility Study, should the District be approved for any such project. Any adjustments applicable as a result of the final, close-out audit may be made in the final amount of the Total Facilities Grant, as determined by the Authority.

SECTION 5
REPRESENTATIONS AND WARRANTIES

The District hereby warrants and represents that each of the following statements is true, correct and complete:

5.1 The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under this Agreement and all other documents related to the Feasibility Study.

5.2 The District is duly authorized to execute and deliver this Agreement and has taken all necessary steps to authorize the execution and delivery of this Agreement, to undertake the Feasibility Study and to perform and consummate all transactions contemplated by this Agreement.

5.3 The undersigned has the full legal authority to execute this Agreement on behalf of the District and to bind the District to its provisions.

5.4 This Agreement does not and will not, to any material extent, conflict with, or result in violation of any applicable provisions of law, including, but not limited to, any statute, charter, by-law, ordinance, rule or regulation, or any judgment, order, rule or regulation of any court or other agency of government.

5.5 The District has all requisite legal power and authority to own and operate the School that is the subject of the Feasibility Study and to undertake and oversee the Feasibility Study or, in the case of a school facility that is leased by the District, the District has all of the requisite legal power and authority to control and operate the School that is the subject of the Feasibility Study and to undertake and oversee the Feasibility Study pursuant to a lease which assures that the District has exclusive jurisdiction and control of the School and the land upon which it is situated for the anticipated useful life of the Proposed Project.

5.6 No information furnished by or on behalf of the District to the Authority in this Agreement, the Budget, the Initial Compliance Certification, or any other document, certificate or written statement furnished to the Authority in connection with the Feasibility Study contains any untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or therein not misleading in light of the circumstances in which the same were made.

5.7 The District has duly obtained all necessary votes, resolutions, authorizations, appropriations and local approvals, in accordance with formats prescribed by or otherwise acceptable to the Authority, and has taken all actions necessary or required by law to enable it to enter into this Agreement and to fund and perform its obligations

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hereunder, in accordance with the Authority's guidelines, regulations, policies and standards. This Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

5.8 No litigation before or by any court, public board or body is pending or threatened against the District or the Authority seeking to restrain or enjoin the execution and delivery of this Agreement or the Feasibility Study, or contesting or affecting the validity of this Agreement or the power of the District to pay its share of the Feasibility Study.

5.9 The District has implemented policies and procedures to prevent and eliminate fraud, waste and abuse of public funds in connection with the Feasibility Study and any future construction or renovation projects that may be forthcoming as a result of the Feasibility Study.

5.10 The District has submitted all audit materials requested by the Authority in connection with any project for which the District has received or anticipates receiving funding from the Authority.

5.11 All meetings of all public bodies in the District that relate in any way to the Proposed Project, including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, the so-called Open Meeting Law, and all other applicable law.

SECTION 6 INSURANCE

6.1 The District shall obtain and maintain all insurance required by law and insurance of such types and limits and upon such terms and conditions as may be required by, or as may be acceptable to, the Authority.

6.2 The District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that any Designer hired by the District in connection with the Feasibility Study obtain and maintain, at a minimum, insurance of such types and limits and upon such terms and conditions as may be required by law and as may be prescribed by the Authority in the Design Contract between the Designer and the District.

6.3 Except where the Owner's Project Manager is an existing employee of the District, the District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that any Owner's Project Manager hired by the District obtain and maintain, at a minimum, insurance of such types and limits and upon such terms and conditions as may be required by law and as may be prescribed by the Authority in its standard contract for Owner's Project Manager services which is incorporated by reference herein.

SECTION 7
COMPLIANCE WITH CONTRACT DOCUMENTS, PROJECT PERMITS AND
OTHER APPLICABLE LAW

7.1 The District shall take all reasonable actions designed to ensure that the Feasibility Study complies with all applicable contract documents, building codes, laws, rules and regulations and to ensure that all necessary project permits have been obtained. Notwithstanding any right of approval or review held or exercised by the Authority in connection with this Agreement or the Feasibility Study, the District shall be responsible for the successful performance and completion of the Feasibility Study in accordance with this Agreement, the Design Contract, design documents and project permits, if any, and for the economical and efficient operation and administration of the Feasibility Study.

SECTION 8
DEFAULTS AND REMEDIES

8.1 The occurrence of any of the following events shall constitute, and is herein defined to be, an Event of Default under this Agreement:

(a) If the District shall fail to perform and observe any covenant, agreement or condition on its part provided in this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the District by the Authority; provided if such failure cannot be remedied within such thirty (30) day period, it shall not constitute an Event of Default hereunder if corrective action satisfactory to the Authority, as determined by the Authority in writing, is instituted by the District within such period and diligently pursued until the failure is remedied. Any forbearance or failure of the Authority in giving such written notice shall not amount to any waiver of the Authority's rights under this Agreement as to the same or subsequent breaches and shall not preclude the Authority from pursuing any of its rights or remedies provided under this Agreement or as otherwise provided by law.

(b) If any representation or warranty made by the District in this Agreement or in any other agreement entered into by the District with the Authority shall prove to have been incorrect or to be misleading in any material respect.

8.2 If any Event of Default hereunder shall occur and be continuing, the Authority may proceed to protect its rights under this Agreement, and may: (a) terminate this Agreement, (b) permanently withhold or temporarily suspend payment of any eligible, approved costs to the District, (c) recover any payments of eligible, approved costs previously made to the District, and/or (d) exercise any other right or remedy upon such default as may be granted to the Authority under this Agreement or under any other applicable provision of law.

8.3 No remedy conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as the Authority may deem expedient.

SECTION 9 OTHER TERMS

9.1 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

9.2 Venue. Any civil action brought against the Authority by the District, or any person or entity claiming by, through or under it, that arises out of the provisions of this Agreement, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The District, for itself and for any person or entity claiming by, through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The District for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any such civil action that may arise out of the provisions of this Agreement.

9.3 Indemnification of the Authority by the District. To the fullest extent permitted by law, the District shall indemnify and hold harmless the Authority and its officers, agents and employees from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the Authority or any of its officers, agents or employees arising out of any activities undertaken by, for, or on behalf of the District in the execution or implementation of this Agreement or with respect to the Feasibility Study, including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Feasibility Study. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

9.4 Members, Employees Not Liable. No member or employee of the Authority shall be charged or held personally or contractually liable by or to the District under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

9.5 Assignability. The District shall not assign any interest, in whole or in part, in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Authority.

9.6 Payment Not A Waiver.

The Authority's payment(s) to the District under this Agreement or its review, approval or acceptance of any actions by the District under this Agreement shall not operate as a waiver of any rights under this Agreement and the District shall remain liable to the Authority for all damages incurred by the Authority as a result of the District's failure to perform in accordance with the terms and conditions of this Agreement.

The rights and remedies of the Authority provided for under this Agreement are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim either during or after performance of this Agreement.

9.7 Notices. Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; (c) by facsimile; or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Authority:

Massachusetts School Building Authority
40 Broad Street, Suite 500
Boston, MA 02109
Attention: Director of Capital Planning
Facsimile: (617) 720-8460

If to the District:

Town of Millis
900 Main St.
Millis, MA 02054
Attention: Select Board Chair
Fax: (508) 376-7053

or to such other address or addressee as the District and the Authority may from time to time specify in writing. Any notice shall be effective only upon receipt, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by a confirmation slip that bears the time and date of receipt.

9.8 Severability. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

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Project ID: 202101870505

9.9 Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Agreement.

9.10 No Waiver. No waiver by either party of any term or conditions of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement.

9.11 Integration. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the Feasibility Study and constitutes the entire agreement between the Parties hereto with respect to the Feasibility Study and the Authority's funding of a portion of the eligible, approved costs of the Feasibility Study.

9.12 Amendments. This Feasibility Study Agreement may be amended only through a written amendment signed by duly authorized representatives of the District and the Authority.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 20__.

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

By,

John K. McCarthy
Executive Director

TOWN OF MILLIS

By,

NAME (type or print)

TITLE (type or print)



EXHIBIT A

FEASIBILITY STUDY BUDGET

**Town of Millis
Millis High School**

The total Budget for the Feasibility Study conducted pursuant to this Agreement, which is attached hereto and incorporated by reference herein, shall be no more than \$1,300,000 based upon the following estimates:

Owner's Project Manager:	<u>\$260,000</u>
Designer:	<u>\$845,000</u>
Environmental and Site Testing:	<u>\$130,000</u>
Other:	<u>\$65,000</u>

EXHIBIT B

SCOPE OF THE FEASIBILITY STUDY

Town of Millis Millis Middle/High School

The Scope of the Feasibility Study conducted under this Agreement, which is attached hereto and incorporated by reference herein, shall consist of the development of a Feasibility Study/Schematic Design for the evaluation of a renovation of the existing school, a renovation of and addition to the existing school and/or new construction for the Mills Middle/High School (the "Proposed Project") in the Town of Millis (the "District"). Pursuant to the Massachusetts School Building Authority's (the "MSBA") regulations, 963 CMR 2.06, the space allowance for the Proposed Project shall meet all applicable MSBA regulations and guidelines.

The Feasibility Study shall contain all information required by 963 CMR 2.10(8) and any other applicable rules, regulations, policies, guidelines and directives of the MSBA including, but not limited to, a final design program, educational space summary, budget statement for educational objectives, and a proposed total project budget. The District shall submit to the MSBA the educational space summary, based on the agreed upon enrollment of 645 students in grades 6-12 at the Millis Middle/High School, for review and acceptance. Upon acceptance of the educational space summary, the District will commence with the evaluation of alternatives. The Schematic Design that is developed pursuant to this Agreement shall be based upon the final design enrollment, which shall be subject to the written approval of the MSBA. The Schematic Design shall include, but not be limited to, the information required by the MSBA's Feasibility Study Guidelines, including, but not limited to, a site development plan, environmental assessment, geotechnical assessment, geotechnical analysis, code analysis, utility analysis, schematic building floor plans, schematic exterior building elevations, narrative building systems descriptions, NE-CHPS scorecard or LEED for Schools checklist, outline specifications, cost estimates, project schedule and proposed total project budget.

In conducting the Feasibility Study and developing the Schematic Design, the District shall, in a sufficient and timely manner as determined by the MSBA, initiate such notification procedures, undertake such review processes, and obtain such determinations and approvals as may be required by 963 CMR 2.03(2)(h) & (i), including, but not limited to, such procedures, reviews, determinations, and approvals, as may be required by the Massachusetts Historical Commission (the "MHC") and/or the Massachusetts Environmental Policy Act. At its earliest opportunity, the District shall seek a written determination from the MHC as to whether the MHC intends to undertake a review of the Proposed Project.

The District shall be responsible for conducting such geotechnical evaluations, site investigations, soils explorations and environmental assessments as are reasonable and necessary to determine whether any significant environmental, geotechnical or other

physical conditions exist that may have an impact upon eventual construction on the proposed site. The MSBA may require the District to fully fund certain environmental or geotechnical site testing beyond initial investigatory costs. The MSBA shall bear no responsibility or liability of any sort for the results of any geotechnical evaluations or site testing, soils explorations, environmental assessments, nor for any site remediation, clean-up, or other site remediation services.

The development of the Schematic Design shall be subject to continuing review by the MSBA in accordance with the provisions of this Agreement, the MSBA's Feasibility Study guidelines and any other applicable rule, regulation, policy, guideline or directive of the MSBA. The District shall be responsible for submitting to the MSBA all documentation that is required to complete the Feasibility Study and Schematic Design and to support the preparation of a Project Scope and Budget Agreement.

Exhibit C

Calendar Year 2023

Millis

Millis Middle/High School - 202101870505

MSBA Reimbursement Rate Calculationn

Base Points	31.00
Income Factor	6.32
Property Wealth Factor	16.21
Poverty Factor	-
<i>Subtotal: Reimbursement Rate Before Incentives</i>	53.53
<u>Incentive Points</u>	
Maintenance (0-2)	-
CM @ Risk (0-1)	-
Only projects invited to Capital Pipeline prior to 1/2/17	-
Newly Formed Regional District (0-6)	-
Major Reconstruction or Reno/Reuse (0-5)	-
Overlay Zoning 40R & 40S (0-1)	-
Overlay Zoning 100 units or 50% of units for 1, 2 or 3 family structures (0-0.5)	-
Energy Efficiency - "Green Schools" (0 or 2)	-
Model Schools (5)	-
Only projects invited to Capital Pipeline prior to 1/2/16	-
Total Incentive Points	-
MSBA Reimbursement Rate	53.53

23-073

Review/Approval of Contract for Site Work at Softball Fields



TOWN of MILLIS

DEPARTMENT OF PUBLIC WORKS

900 MAIN STREET, MILLIS, MA 02054

TO: Michael Guzinski, Town Administrator
FROM : James F. McKay, Director of Public Works
DATE : March 23, 2023
SUBJECT : repairs of majors field and softball fields

I would ask that you approve and sign the following contract:

The Drake Company
1131 Highland Street
Holliston, MA 01746
Not to exceed \$ 26,815.00

Article #6 fall town meeting 11/14/2022
0212258-590000-91709 balance \$ 30,183.00

Michael Guzinski, Town Administrator

Date:



TOWN OF MILLIS

900 MAIN STREET
MILLIS, MASSACHUSETTS 02054

Office of Town Clerk

Telephone: 508-376-7046
Email: townclerk@millisma.gov

**MOTION AND VOTE
FALL ANNUAL TOWN MEETING
MILLIS, MASSACHUSETTS
THURSDAY, NOVEMBER 10, 2022**

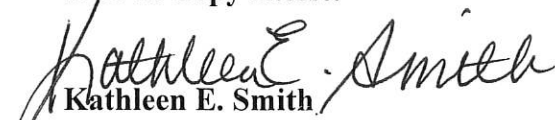
ARTICLE 6

To see if the Town will vote to transfer from available funds the sum of **\$45,000**, to pay for repairs to Majors Field and Softball Fields 1 and 2, or take any other action related thereto.

Motion passed Unanimously (Majority Vote Required) that the Town transfer from Free Cash the sum of **\$45,000**, to pay for repairs to Majors Field and Softball Fields 1 and 2, or take any other action related thereto.

November 14, 2022

A True Copy Attest:


Kathleen E. Smith
Assistant Town Clerk

TOWN OF MILLIS
CHAPTER 30B COMPLIANCE FORM

1 GIVE A DESCRIPTION OF ITEM BID OR QUOTED: Majors Field/SB 1&2

2 WAS THE ITEM PURCHASED FROM STATE OR OTHER BID LIST? (IF YES, ATTACH CONTRACT AWARD)

YES _____ NO X

3 GIVE CONTRACT AWARD # AND BID LIST NAME: _____

4 IS THE PRODUCT EXEMPT FROM CHAPTER 30B? YES _____ NO X

5 IS THE PRODUCT A SOLE SOURCE PURCHASE? YES X NO _____

6 LIST QUOTES/BIDS BELOW:

QUOTE/BID #1

COMPANY NAME: The Drake Companies

ADDRESS: 1131 Highland Street Holliston, MA 01746

TELEPHONE # 508-395-0000

AMOUNT QUOTED: \$ 26,815.00 DATE: 2/17/2023

DATE OF REQUOTE (IF NECESSARY) NA

MEETS PURCHASE DESCRIPTION: YES X NO _____

QUOTE/BID #2

COMPANY NAME: Wayland Excavating

ADDRESS: PO Box 522 Wayland, MA 01778

TELEPHONE # 508-653-2621

AMOUNT QUOTED: \$ 34,500.00 DATE: 2/13/2023

DATE OF REQUOTE (IF NECESSARY) _____

MEETS PURCHASE DESCRIPTION: YES _____ NO X

QUOTE/BID #3

COMPANY NAME: SP Landscaping

ADDRESS: 10 French Ave., Wayland, MA

TELEPHONE # 508-653-6820

AMOUNT QUOTED: \$ 31,000.00 DATE: 2/15/2023

DATE OF REQUOTE (IF NECESSARY) _____

MEETS PURCHASE DESCRIPTION: YES _____ NO _____

COMPLETED BY: James F. McKay DATE _____

SIGNATURE

DEPARTMENT: Department of Public Works

APPROVED BY: Michael Guzinski

CHIEF PROCUREMENT OFFICER

DATE 3-13-23



Account

Fund 0002 GF SP ART Acct 0002-1-122-00-0-0000-58-001-590000-91709
 Org 02122580 SELECT ART Acct name RPR. MAJORS FEILD/SB 1&2
 Object 590000 SPECIAL AR Type Expense Status Active
 Project 91709 TOWN FIELDS REPAIR Rolloff Sub-Rolloff

Annual Budgeting
 MultiYr Fund

4 Year Comparison	Current Year	History			
		Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2024
Yr/Per 2023/09					
Original Budget	.00	.00	.00	.00	.00
Transfers In	45,000.00	.00	.00	.00	45,000.00
Transfers Out	.00	.00	.00	.00	.00
Revised Budget	45,000.00	.00	.00	.00	45,000.00
Actual (Memo)	14,817.00	.00	.00	.00	14,817.00
Encumbrances	.00	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00	.00
Available	30,183.00	.00	.00	.00	30,183.00
Percent used	32.93	.00	.00	.00	.00

<u>Contractor</u>	Total Costs for repairs to Field 1 and 2	
The Drake Companies	\$	26,815.00
Wayland Excavating	\$	34,500.00
SP Landscaping	\$	31,000.00

The
DRAKE
Company
turf-landscape-site

Michael Rand
Town of Millis
900 Main street
Millis, MA 02054
2/17/2023

Dear Town of Millis:

I am providing you with a quote to perform the site work for re- building softball fields at Millis Memorial Field.

Main softball Diamond

Fix issues on 1st and 3rd base lines as well as around the outfield of the diamond line. Add new mix to revitalize the existing infield mix that was impacted by the drought conditions of 2022. Laser grade, buff and correctly install and align bases

Materials: \$1,775.00

Labor and equipment: \$3,520.00

Total: \$5,295.00

Field 2

Remove and dispose of 4" of existing infield mix severely damaged by drought conditions of 2022. Replace with new native infield mix supplied by read custom soils. Laser grade and buff entire field for correct pitch and playability. Install and align bases and trim edges of existing grass lines.

material:\$ 7,120.00

Labor and equipment: \$14,400.00

Total: \$21,520.00

If you have any questions about this quote please contact me

All invoices due within 30 days

This quote is good for 30 days

Wayland Excavating LLC
PO Box 5222
Wayland, MA 01778
Waylandexcavating2@gmail.com
(508) 653-2621

February 13, 2023

Submitted to:
Michael Rand
MGSL
Millis, Ma

Site Location:
Memorial Field 1 and 2

Estimated Price includes:

Field 1:

- **Remove drought damaged infield edges on 1st and 3rd baseline.**
- **Remove damaged infield mix and replace with new conditioned soil,**
- **Reset bases, plate, and pitcher's rubber.**

Field 2:

- **Remove and dispose of damaged infield mix.**
- **Furnish and install 4" inches of infield mix from local supplier.**
- **Reset bases, plate, and pitcher's rubber.**

Standard Exclusions:

- Excavation and disposal of rock and/or ledge larger than ½ cubic yards;
- Permits, inspection fees, bonds and police details;
- Engineering;
- Rake, seed, transplanting and additional top soils;
- Pump out and disposal of any sewer;
- Conservations issues;
- Changes to inside plumbing;
- Abandonment of any underground structures encountered during excavation process not indicated on plan;
- Relocation of gas and/or water services;
- Repairs nor replacement of underground nor overhead utilities not clearly marked by Dig Safe and its affiliates to include those considered on private property; such as but not limited to: cable, telephone, gas, water, sewer, electric, wiring to lamp posts, wiring to sheds and pools, gas lines to outside grills, etc.;
- Repairs nor replacement of property improvements such as but not limited to: lawns, trees, bushes, walkways, driveways, patios, sheds, play sets, fences of any kind, walls of any kind,

fixtures, beds (mulch, plantings, ground covers, etc.), stoops, irrigation systems, drainage systems, etc.;

- Remove and dispose of trees and/or stumps;
- Settlement.

- DeWatering;
- Erosion control removal;
- Existing cesspools can be fragile; extreme caution will be taken when working near or on cesspools, however, we are 100% not responsible for any damage.

Note: This estimate does not include any ledge removal or sprinkler repair.

Estimated Cost: \$34,500.00 (Thirty four thousand Five Hundred Dollars)

PLEASE NOTE - Final Cost may differ from this estimate.

Terms of payment: The entire balance is due on the day of completion. Final paperwork submitted to local agents upon payment of balance. Payment terms are not negotiable.

Wayland Excavating LLC is not responsible for weather conditions: heavy rains, snow removal, frost blankets, delays due to weather conditions and /or contractual snow removal.

In the event payment has not been received in full within 30 days of the date of the invoice, the customer agrees to pay interest on the outstanding balance due at the rate of 1.5% per month until paid in full. In addition thereto, in the event the balance due is referred to an attorney for collection, the customer agrees to pay all costs of collection, including reasonable attorney fees, court costs and lien fees.

Wayland Excavating LLC/Regan Septic Pumping encourages price shopping and stand by our quote.

Signed:

Daniel J. Regan

Daniel J. Regan

Acceptance:

Cost Proposal

Millis Softball Field Drought repairs

CUSTOMER

Town of Millis / MGSL

DATE

2/15/2023

ADDRESS

10 French Ave

CITY/STATE/ZIP

Wayland MA

PHONE

508-653-6820

PROJECT

Millis Field Repairs

PREPARED BY:

SP

ATTENTION

Michael Rand

PAYMENT TERMS

Net 30

DUE DATE

3/20/2023

QUANTITY

DESCRIPTION

UNIT PRICE

AMOUNT

1

Field : mitigate heat damage to infield and grass perimeter. Re install all bases. Re grade infield skin

\$11,000.00

2

Field 2 Field : mitigate heat damage to infield, remove and replace damaged mix with new field mix.

\$20,000.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

SUBTOTAL

\$31,000.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Not responsible for damages to irrigation, underground utilities not marked out

TOTAL

\$31,000.00

SIGN BELOW TO ACCEPT QUOTE:

AUTHORIZED REP

DATE

23-074

Review/Approval of Contract for Traffic Control Cabinet



TOWN of MILLIS

DEPARTMENT OF PUBLIC WORKS

900 MAIN STREET, MILLIS, MA 02054

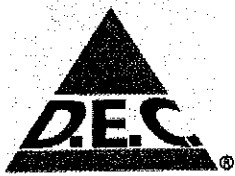
TO: Michael Guzinski, Town Administrator
FROM : James F. McKay, Director of Public Works
DATE : March 20, 2023
SUBJECT : Control Cabinet

I would ask that you approve and sign the following contract:

Dagle Electrical Construction Corp.
68 Industrial Way
Wilmington, MA 01887
Not to exceed \$ 21,423.70 **01424520-538130**

Michael Guzinski, Town Administrator

Date:



Dagle Electrical Construction Corp.

Highest Level of Quality, Greatest Level of Skill

68 Industrial Way, Wilmington, MA 01887-3434
800-379-1459 Fax 781-937-7678 www.deccorp.com

Date: 1/11/2023

-Quote-

Owner:

Town of Millis
Veterans Memorial Building
900 Main Street
Millis, MA 02054

Project: Millis-Traffic Signal Repairs

WO:

Location:
Intersection: MILLS MAIN AT MILLISTON

Project Description:
REMOVE OLD CABINET INSTALL NEW CABINET WIRE AS NEEDED

Item	Quantity	Unit	Price	Charges
Electrician	16	HRLY	\$ 128.50	\$ 2,056.00
TRAFFIC CABINET ASSY	1	EA	\$ 17,300.00	\$ 17,300.00
METER SOCKET ASSY	1	EA	\$ 307.00	\$ 307.00

*Quote is based on current information from client about the project requirements. Actual cost may vary once project elements are finalized or negotiated. Quotes are good for 60 days from date of Quote.

Labor: \$ 2,056.00
 Police: \$ -
 Equipment: \$ -
 Materials: \$ 17,607.00
 10.00% Contract Material Mark up: \$ 1,760.70

Total: \$ 21,423.70

REQUEST TO BE MADE AND TRANSFER VOTED BEFORE ANY EXPENDITURE IN EXCESS OF THE APPROPRIATION IS INCURRED

RECEIVED
FEB 24 2023
BY: _____

UM
J23-166
2/22/23

DATE: 02/09/2023

TO THE MILLIS FINANCE COMMITTEE:

REQUEST IS HEREBY MADE FOR THE FOLLOWING TRANSFER FROM THE RESERVE FUND (0142520-538130) IN ACCORDANCE WITH CHAPTER 40, SECTION 6 OF THE MASSACHUSETTS GENERAL LAWS:

- 1. AMOUNT REQUESTED: \$ 21,427.00
- 2. TO BE TRANSFERRED TO: Repair Signals
01424520-538130
ACCOUNT NUMBER NAME OF APPROPRIATION
- 3. THE AMOUNT REQUESTED WILL BE USED FOR (GIVE SPECIFIC PURPOSE): Replace traffic cabinet that operates traffic signals on Main Street at Millstone Road.

(PLEASE ATTACH ADDITIONAL PAGES WITH SUPPORTING DOCUMENTATION IF NECESSARY)

- 4. THIS EXPENDITURE IS EXTRAORDINARY AND/OR UNFORESEEN FOR THE FOLLOWING REASONS: The control cabinet is 20 years old and equipment is out lived lif.

(PLEASE ATTACH ADDITIONAL PAGES WITH SUPPORTING DOCUMENTATION IF NECESSARY)

[Signature]
DEPARTMENT HEAD/CHAIRPERSON 2/9/2023
DATE

THE FOLLOWING TO BE COMPLETED BY THE TOWN ACCOUNTANT

PRESENT BALANCE IN SAID LINE ITEM: \$ 1,293.39

TOTAL BALANCE IN BUDGET: \$ 144,568.76

[Signature]
TOWN ACCOUNTANT 2/10/2023
DATE

RECOMMENDATION OF THE TOWN ADMINISTRATOR

RECOMMENDED NOT RECOMMENDED

COMMENTS: Cabinet is not functioning on a regular basis and causing a traffic safety hazard

TOWN ADMINISTRATOR [Signature] DATE 2-13-23

FINANCE COMMITTEE ACTION

DATE OF MEETING 2/22/23 NUMBER PRESENT 8

AMOUNT APPROVED \$ 21,427.00

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

Finance Committee Meeting

February 22, 2023 7:00 PM EST
900 Main Street – Room #229
Millis, MA 02054
And Via Zoom

Committee Members In Attendance:

Pete Berube, Chair
Jodie Garzon, Vice Chair - Remote
Peter Underhill, Clerk - Remote
Joyce Boiardi
Michael Krone
Cathy MacInnes
Sara Reyes - Remote
John Steadman

Pete Berube called the Finance Committee Meeting to order at 7:00 PM.

Reserve Fund Transfer Request:

John Steadman made a motion to approve a Reserve Fund Transfer in the amount of \$21,427.00 to Signal Repairs; Joyce Boiardi seconded. Roll Call Vote: Peter Berube – aye, John Steadman – aye, Michael Krone – aye, Cathy MacInnes – aye, Joyce Boiardi – aye, Jodie Garzon – aye, Peter Underhill – aye, Sara Reyes – aye. Vote: 8/0 motion carries unanimously.

**TOWN OF MILLIS
FY 2023
GENERAL FUND
RESERVE FUND**

DESCRIPTION	EFFECTIVE	AMOUNT
VOTED FY 2023 ANNUAL TOWN MEETING	7/1/2021	\$ 50,000.00
DPW - SIGNAL REPAIR	2/22/2023	\$ 21,427.00
TOTAL TRANSFERS		\$ 21,427.00
AVAILABLE BALANCE		\$ 28,573.00

23-075

Ratification of Town Administrator's Contract

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF MILLIS AND
MICHAEL J. GUZINSKI**

THIS AGREEMENT, made and entered in accordance with Chapter 41, Section 108N of the Massachusetts General Laws this 13th day of March 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 Michael J. Guzinski, 8 Chad Michael Court, Blackstone, MA, hereinafter called "Town Administrator", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the Board desires to employ the service of said Michael J. Guzinski as Town Administrator of the Town of Millis; and

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws, may contract with the Town Administrator 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 Town Administrator; and

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

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

WHEREAS, Michael J. Guzinski desires full time employment as Town Administrator of said Town and to use his best efforts, skills, abilities and training to carry out the duties and responsibilities;

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

SECTION 1. FUNCTIONS AND DUTIES OF THE TOWN ADMINISTRATOR

For a term of three (3) years, the Town hereby and hereafter appoints Michael Guzinski as Town Administrator pursuant to and in accordance with Chapter 41, Section 23A of the Massachusetts General Laws, as amended, and the Town of Millis Home Rule Charter, and Michael Guzinski hereby accepts appointment as Town Administrator of the Town of Millis.

The Town Administrator shall be the Chief Administrative Officer of the Town. The Town Administrator shall perform the duties specified in the Town Administrator'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 Town Administrator. As the Chief Administrative Officer of the Town, the Town Administrator shall ensure the efficient and effective operations of the Town 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.

SECTION 2. TERM

- A. The term of this contract shall be from July 1, 2023 until June 30, 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 Town Administrator shall be advised in writing of the Board's decision to renew or not to renew this agreement at least nine (9) months prior to its expiration date, to wit: September 30, 2025; there shall be no automatic extension if the Board provides notice in accordance with this provision. If the Board decides to renew the agreement, then either the Town Administrator or the Board 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.
- D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Select Board to suspend and/or terminate the services of the Town Administrator 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 Board may place the Town Administrator on paid administrative leave to investigate charges against the Town Administrator or otherwise evaluate contemplated disciplinary action by notifying the Town Administrator in writing of its decision at any time during the term of the Agreement. Said decision to place the Town Administrator on paid administrative leave shall not be construed as discipline or be subject to the hearing requirements specified herein.
- B. The Board may suspend, discharge, or otherwise discipline the Town Administrator for good cause shown subject to the hearing, notification and severance provisions set forth in this Section 3.
- C. The Board may terminate this agreement for inefficiency, incapacity, conduct unbecoming, insubordination, or for other good cause shown, provided the Board will first review concerns to try to come to resolution, and provided that at least thirty (30) days, exclusive of vacation period provided herein prior to the meeting at which the vote to terminate is to be

considered by the Board, the Town Administrator shall have been notified in writing of the intended vote, and given a written statement of reasons and causes for calling for such a vote. If Town Administrator so requests, he shall be given a hearing before the Board at such meeting, which shall be public or private at the discretion of the Town Administrator, and at which the Town Administrator may be fully represented by counsel, present evidence, and call witnesses to testify on his behalf, and examine them. Contemplated terminations based on inefficiency or incapacity shall be documented by performance evaluations conducted in accordance with Section 5 of this agreement.

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

G. In the event the Town Administrator voluntarily resigns his position with employer before expiration of the aforesaid term of employment, then the Town Administrator 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 Town Administrator voluntarily resigns, he shall not be eligible for severance benefits set forth in Section 3, paragraph D 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 Town Administrator 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 Town Administrator 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 D, 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 Town Administrator agree that the Town shall pay the Town Administrator in equal installments pursuant to the Town's payroll cycle, less lawful withholdings and deductions. The Town Administrator agrees to receive this compensation via direct deposit.

C. The annual salary of the Town Administrator for the period of July 1, 2023 to June 30, 2024 shall be \$188,000. The Town Administrator shall receive a two percent (2.0%) salary increase on July 1, 2024. The Town Administrator shall receive a two percent (2.0%) salary increase on July 1, 2025. In addition to the above salary, the Town Administrator may receive up to a two percent (2.0%) annual increase, if the Select Board, in its sole discretion, determines that his performance is proficient, documented through the performance evaluation process described in Section 5 of this agreement.

D. If the Town Administrator 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 Town Administrator's performance shall be reviewed and evaluated on an annual basis in February of each year, by the Board. All reviews and evaluations shall be in accordance with specific criteria developed jointly by the Board and the Town Administrator. Said criteria may be added to and deleted from time to time by the Board and the Town Administrator. Prior to conducting a public performance review of the Town Administrator, each member of the Select Board shall meet with the Town Administrator to discuss his performance, based on the criteria agreed to the prior year. Each member shall provide the Town Administrator with a written draft performance evaluation at least forty-eight hours in advance of the meeting at which the Town Administrator's performance will be discussed publicly. After the conclusion of the initial meeting, and at least forty-eight hours in advance of the Board's meeting at which the Town Administrator's performance will be publicly discussed, each Board member shall provide the Town Administrator with a written copy of the final review. Further, the Chair of the Select Board shall provide the Town Administrator with a summarized written statement of the findings of the Board and provide an adequate opportunity for the Town Administrator to discuss his evaluation with the Select Board.

B. The Town Administrator shall notify the Board 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 Board and the Town Administrator, 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 Town Administrator will be required to expend additional time beyond the normal workday, and the Town Administrator 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 Town Administrator 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 Town Administrator is considered an exempt employee for the purposes of the statute. It is further understood that the Town Administrator'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 Town Administrator 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 Town Administrator 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 Town Administrator and his dependents at a contribution rate equal to that extended to other employees of the Town. The Town Administrator 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. The Town shall reimburse the Town Administrator for the cost of a personal disability policy up to a maximum of \$3,500 during each year of this agreement.

B. The Town Administrator 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 Town Administrator with due regard to the effective and efficient operation of the Town.

C. The Town agrees to provide the Town Administrator with holiday leave, bereavement leave, and jury leave, in accordance with the Town's Personnel Policies. The Town Administrator shall be granted five (5) 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; personal days may not be carried over into the next fiscal year and any personal days which are not used by June 30 shall be forfeited.

D. The Town Administrator 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 Town Administrator 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.

E. The Town agrees to provide a monthly vehicle allowance of four hundred fifty dollars (\$450) payable at the end of each month of employment. This stipend shall cover any and all costs associated with the usage of the Town Administrator's personal vehicle (with the exception of business-related parking charges) while conducting official business for the Town or representing the Town in any manner. The Town Administrator shall be provided a monthly telephone allowance of \$100 for the use of his cell phone. This payment is meant to compensate for Town business related use. The Town shall not be responsible for any other charges related to the usage of the cell phone.

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

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 Town Administrator 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 ICMA, MMMA, MMPA, and one civic organization of the Town Administrator's choice. The Town Administrator 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. INDEMNIFICATION

To the extent permitted by law, the Town shall defend, save harmless and indemnify the Town Administrator 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 Town Administrator, except for claims or damages arising from the grossly negligent or illegal acts of the Town Administrator, 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 Town Administrator. The Town shall pay all costs and expenses related thereto, including attorney fees. This indemnification shall also apply

to the Town Administrator after he leaves the employment of the Town. This section shall survive the termination of this Agreement.

SECTION 11. BONDING

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

SECTION 12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Subject to this agreement, the Board, after discussion with the Town Administrator, 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 Town Administrator, 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 Town Administrator as they would to other employees of the Town, in addition to said benefits enumerated specifically for the benefit of the Town Administrator except as herein provided.

C. Residence in the Town of Millis shall not be a condition of the Town Administrator's employment.

D. 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 Town Administrator, 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. Town Administrator:
Michael J. Guzinski
8 Chad Michael Court
Blackstone, MA 01504


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 Town Administrator 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

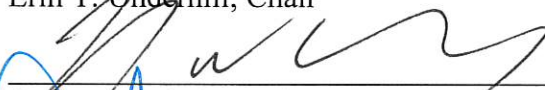
- A. The text herein shall constitute the entire agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.
- B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Administrator.
- 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 Town Administrator 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 Town Administrator has signed and executed this Agreement, both in duplicate.



Erin T. Underhill, Chair

ATTEST:



Craig W. Schultze, Vice-Chair

Town Clerk



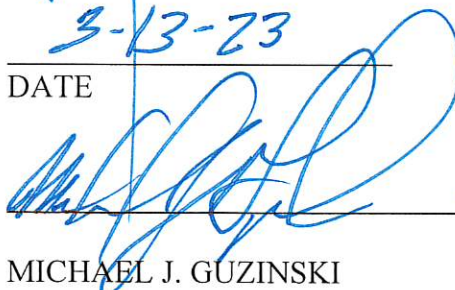
Ellen Rosenfeld, Clerk

SELECT BOARD
MILLIS, MASSACHUSETTS

3-13-23

DATE

APPROVED AS TO FORM



MICHAEL J. GUZINSKI

3-13-23
Date

Town Counsel

23-076

Board/Committee Liaison Updates

23-077

Approval of Water/Sewer Commitments

February 2023



**THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF MILLIS**

WATER / SEWER DEPARTMENT COMMITMENT TO COLLECTOR

To: Jennifer Scannell, Collector of Taxes for the Town of Millis, in the County of Norfolk
IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby required to levy on and collect from the several persons named in the utility billing list herewith committed to you the amount of the utility charges assessed to each such person on Water and Sewer services to include Capital Assessment charges as set for the below, with interest and miscellaneous charges, the sum total of such list being.

	COMMIT #	WATER	FINAL	SEWER	CROSS CONNECT	ON OFF	PAINE	TOTAL
35300001	F3620	28.59	47.25	61.84				137.68
35000043	F3621	24.70	47.25	53.80				125.75
101979800	F3626	24.70	47.25					71.95
221394210	F3629	32.48	47.25					79.73
Total Commitment for February 2023					415.11			

And you are to pay over said charges, fees, and interest to the Treasurer of Millis and also to give the Treasurer an account of all charges, fees and interest collected by you.

And in the levy and collection of the amounts hereby committed to you, and of interest, charges, and fees as provided by law, you are to have and to exercise all the powers conferred by laws of the Commonwealth upon Collectors.

Given under our hands this _____ day of _____, 2023

Town of Millis Water Commissioners: _____

23-078

Approval of DRAFT Minutes

03/13/22

03/14/22

02/28/22

Select Board Meeting Minutes 03/13/23

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/HR Manager Karen Bouret DeMarzo.

Announcements

Annual Town Meeting will be on May 3rd and There will be a Town wide election.

23-049 Senior Project Approval Request – Car Wash

Sel. Schultze made a motion to approve the Senior Project for Aden Azzouz on April 1st from 1-4, with a rain date of April 2nd from 1-4 with use of the VMB Parking Lot. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

23-050 Tri-County School Building Project Presentation

Karen Maguire Superintendent and Dan Haynes the Business Manager from the Tri-County Vocational School discussed their proposed Building Project. They stated there are 11 communities involved in the school and there will be a District Wide Vote on 10/24/23.

Sel. Schultze shared his thoughts regarding their presentation and stressed the importance of citizens understanding at the October vote is not tied to any money. The Citizens will have to vote for an override at town meeting in May or it will be forced to come out of the operational budget.

23-051 Conway School – Town-Land/Open Space Presentation

The Conway School discussed their land planning project presentation. They provided 2 sample recommendations – Richardson’s Pond and Pleasant Street Park. Their entire list of recommendations will be available in April.

23-052 Review/Approve Electrical Supply Contract for 2026-2027

Sel. Schultze made a motion to authorize the Town Administrator to sign an electrical fuel supply contract for a price that is below \$0.14(14 cents) per kilowatt hour for our municipal and school electric accounts for the calendar years 2026 and 2027. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

23-053 Discuss FY24 Budget for the Department of Public Works

DPW Director Jim McKay discussed his FY24 budget in detail.

23-054 Appointment of Enterprise Funds Committee/Appointment of Interim Assistant Building Commissioner

Sel. Schultze made a motion to nominate Jim Duffy, Todd Quinter, Bryan DeSousa as voting members and Dave Baker as Associate non-voting member. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

The Board moved the appointment of an Interim Assistant Building Commissioner to the next meeting.

23-055 Review/Approval of Additional 2% COLA for Retirees in FY23

Sel. Schultze made a motion to approve the additional 2% COLA for Retirees in FY23. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

23-056 Vote to Approve FY24 COLA for Personnel Plan Employees

Sel. Schultze made a motion to approve the 2% COLA for the Personnel Plan Employees. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

23-057 Discuss FY24 Budget

The Board decided to have a Budget Workshop Meeting on Wednesday May 22 which will be held on Zoom.

23-058 Open 5/3/23 Annual Town Meeting Warrant

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

23-059 Discuss, Add and Remove Town Meeting Articles

Town Administrator Mike Guzinski discusses the Draft Town Meeting Warrant Articles,

Sel. Schultze made a motion to remove Article 14 from the Annual Town Meeting Warrant. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

23-060 Close 5/3/23 Annual Town Meeting Warrant

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

23-061 Board/Committee Liaison Updates

Sel. Rosenfeld attend the School Committee meeting where they talked about potential cuts, but still don't have the full numbers and are waiting for the budget presentation their next meeting.

Sel. Underhill attended the Cemetery Committee where they discussed section G and potential fencing.

23-062 Approval of DRAFT Minutes

Sel. Schultze made a motion to approve the draft minutes for 2/27/23, 3/28/22, and 3/21/22. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

Sel. Underhill made a motion to enter executive session at 8:55pm to conduct strategy sessions in preparation for negotiations with union and non-union personnel. (SEIU & Town Administrator) and to consider the purchase or lease of real estate property if such discussion may have a detrimental effect on the negotiation position of the governmental body emerging only for the purposes of ratifying the SEIU Contract and then immediately adjourning. Sel. Schultze seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

Return to Open Session

Sel. Schultze made a motion to ratify the SEIU Local 888 Contract. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

Sel. Schultze made a motion to adjourn at 9:30pm. Sel. Rosenfeld seconded the motion. Sel. Underhill polled the Board and the motion passed unanimously.

Respectfully submitted by Victoria Schindler

Select Board Meeting 3/14/22

Chair Jurmain called the meeting to order at 7:00pm

The following persons were present Chair Pete Jurmain, Vice Chair Erin Underhill, Clerk Craig Schultze, Town Administrator Mike Guzinski, Operations Support Manager Karen Bouret DeMarzo.

Announcements

The Town Easter Egg Hunt will take place on Saturday April 9th at the Millis Town Park at 11 am. Millis Recreation Department is hosting a Job & Vendor Fair for all local businesses on Sunday May 15 10am-2pm.

The library is having a Book Sale from March 25-27.

There will be a Town wide election on May 9th.

Recognition of Millis Recreation Project Smile and Camille Standley for the MACC Conservation Administrator of the Year

Sel. Underhill announced National Vietnam War Veterans Day and thanked veterans for their service.

Chair Jurmain noted that he will be meeting with Sen. Auchincloss seeking funding for PFAS water treatment facilities

Chair Jurmain noted that an item unanticipated by the Chair has been added to the agenda.

Mike Giampietro, Building Commissioner, asked the Board to approve the Town Administrator's appointment of a temporary 30-day Plumbing and Gas Inspector to cover for the existing Plumbing and Gas Inspector who is out of the office.

Sel. Schultze made a motion to approve the Town Administrator's appointment of Joseph Zachelli as a Temporary Plumbing and Gas Inspector for the next 30 days. The motion was seconded by Sel. Underhill. The motion passed unanimously.

22-049 Appointment of On Call Library Assistants

Sel. Schultze made a motion to ratify the Town Administrators appoint of Alexis Aylward as on-call Library Assistant pending any test or background checks. Sel. Underhill seconded this motion. The motion passed unanimously.

Sel. Schultze made a motion to ratify the Town Administrators appoint of Teresina Wickham as on-call Library Assistant pending any test or background checks. Sel. Underhill seconded this motion. The motion passed unanimously.

22-050 Appointment of Reserve Police Officer

The board has deferred this to 3/28/22

22-051 Approval of Keep Millis Beautiful Signage

Loring Barnes, Economic Development Committee, shared a PowerPoint presentation on two initiatives. Ms. Barnes introduced Jen Donehey of the Millis Lions Club, who spoke about Millis Beautification Day which will be held on 4/30/22.

Sel. Underhill made a motion to approve Millis Beautification Day to be held on Saturday, April 30th, 2022, from 9:00am-12:00pm. The motion was seconded by Sel. Schultze. The motion passed unanimously.

Ms. Barnes asked for approval for the DPW to purchase twenty (20) Keep Millis Beautiful Signs for a total of \$500 as shown in the presentation and to locate them at the areas noted.

Sel. Underhill made a motion to authorize the DPW Director to purchase the initial set of twenty (20) Keep Millis Beautiful signs at \$25 per unit (\$500 plus applicable taxes) from the Town of Franklin DPW sign shop. Sel. Schultze seconded this motion. The motion passed unanimously.

Taken out of order 22-055 Discuss May 2023 ATM Warrant Articles

Sel. Jurmain asked the Board to consider discussing the Sewer Bylaw article at the March 28th meeting considering residents' concerns regarding the article. Sel. Schultze asked that the meeting be held as a hybrid meeting and be taken up early in the meeting.

22-052 Adoption of Complete Streets

Robert Weiss, Economic Development Director, Nicole Riley, Chair and Planning Board representative of the Economic Development Committee, and Jeff Maxtutis, Project Manager of BETA engineering joined the meeting. Mr. Maxtutis shared a PowerPoint presentation on the Complete Streets Program explaining the process including a prioritization plan. Mr. Maxtutis noted that the Complete Streets Program is funded by MassDOT and is for Town roadways only. Ms. Riley added that this is a policy that the Planning Board will be able to encourage developers to include in future developments. Chair Jurmain asked that town counsel review the policy.

Sel. Underhill Made a motion to sign and adopt the Complete Streets Policy subject to review and approval by town counsel. The motion was seconded by Sel. Schultze and passed unanimously.

22-053 Approval of Community One-Stop Application

Mr. Weiss gave an update on the submission of an expression of interest to the state for five projects this spring. Mr. Weiss explained that the One-Stop process is considered a continuum. The Town Center Continuum will include a land use plan, zoning analysis/zoning plan, transit node, building underutilization fund, and infrastructure funding for wastewater and stormwater management.

22-054 Discuss/Amend Stormwater Credit Manual

Attorney Jay Talerman, town counsel, joined the meeting.

Chair Jurmain noted that this is a difficult process being that there is a fixed cost the Town needs to meet each year so if more credits are given then the rest of the residents need to pay

more to make up the costs. This is a difficult process to vet through which includes changing the language.

The Board will set a meeting to discuss the manual and proposed changes in the near future.

22-058 Discuss Open Meeting Law Requirements

Attorney Jay Talerma, town counsel, discusses his thoughts on his contradictory answers he has received from 2 different district attorneys.

Sel. Jurmain states that continuing to be careful of how you state something, what you ask, etc.

22-055 Discuss May 2, 2022 ATM Warrant

Mr. Guzinski reviewed the articles on the draft warrant for the 5/2/22 town meeting.

22-056 Discuss Town Administrator's Evaluation Summary

Sel. Jurmain stated that the summary is a collection of the results from the separate reviews of the Select Board members.

Sel. Jurmain then stated that the Town Administrator has earned a great deal of respect for his involvement and support through the COVID-19 pandemic.

Sel. Underhill stated she felt the same as Sel. Jurmain, and she thanked him for all of his effort.

Sel. Schultze thanked him for all of his hard work and knowledge.

22-057 Board/Committee Liaison updates

Sel. Underhill attended the Capital Planning committee meeting and have been going through all the Budget requests and raking them by priority. Once finish they will be present to the Select Board.

Sel. Schultze attended the PBC, he stated they discussed the 3 plans for a senior center, and plan to hold community discussions to get community feedback.

Sel. Jurmain attended the school committee meeting and stated that they discussed a very tight school budget.

22-059 Approval of Water/Sewer Commitment

Sel. Schultze made a motion to approve the water/sewer commitment for February 2022 to the collector in the amount of \$1,611.88. Sel. Underhill seconded this motion. The motion passed unanimously.

22-060 Review/Approval of DRAFT Minutes

Sel. Underhill made a motion to approve the DRAFT minutes for the Select Board meeting on 2/28/22 as written. Sel. Schultze seconded this motion. The motion passed unanimously.

Sel. Jurmain made a motion to enter Executive Session to conduct strategy session in preparation for negotiations with union and non-union personnel. (Massachusetts Coalition of Police Local 171, Millis Police Association Dispatchers, SEIU 888, Police Chief) at 9:15pm.

Sel. Underhill seconded this motion. Sel. Jurmain polled the Board and the motion passed unanimously.

Respectfully submitted by Victoria Schindler

SELECT BOARD MEETING MINUTES

MONDAY, FEBRUARY 28, 2022, 7:00PM

ZOOM LINK

Chair Jurmain called the meeting to order at 7:00pm. The following persons were present via Zoom: Sel. Pete Jurmain, Sel. Erin Underhill, Sel. Schultze, Town Administrator-Michael Guzinski and Department Assistant, Maureen Canesi.

Announcements

Chair Jurmain made the following announcements:

- Millis Schools Grant – Chair Jurmain noted that the Schools received a grant for \$120K for help with literacy education.
- Millis Schools Study – Chair Jurmain - The MSBA has selected Millis MS/HS for the next phase of the study process regarding receiving a grant for renovation or rebuilding the MS/HS.
- Camille Standley nomination. Ms. Standley has been awarded the MACC's Conservation Administrator of the Year.
- PFAS funding – Chair Jurmain noted that several letters have been sent to our reps, to try to get additional ARPA funding for our PFAS mitigation facility. Recently a letter to Rep. Linsky, was a request in the amount of \$15M. Chair Jurmain suggested that residents should also send requests for financial assistance regarding PFAS to our reps.
- Book Sale – Friends of the Millis Public Library to hold a Book Sale March 25-27th.
- Millis Lions Club - Porketta & Chicken Dinner to be held Friday, April 1 from 6:00pm – 9:00pm at ST. Thomas Large Hall
- Lisa Hardin - available positions for May 9, 2022 Local Election are: Moderator, Select Board, School Committee, Board of Health, Library Trustee, Planning Board and Housing Authority. Nominations papers can be obtained at the Clerk's office and are due by 5:00pm, March 21, 2022.

22-034 Appointment – Board of Health Department Assistant III

Sel. Underhill made a motion to appoint Heather Graham the position of Department Assistant III. Sel. Schultze seconded the motion and it passed unanimously.

22-035 Review Proposed Amendment to Property for Cobble Knoll Estates LIP Project – 1336 Main Street

Sel. Underhill made a motion to approve the amendment to the Cobble Knoll Estates Development to 28 homeowner units, 7 of which would be affordable.

Sel. Schultze seconded the motion and it passed unanimously.

22-036 Approval of Housing Choice Initiative Plan

Sel. Underhill made a motion to approve the towns allocation to the Massachusetts Housing Choice Initiative Program and to authorize the Town Administrator to sign the application on behalf of the Select Board.

Sel. Schultze seconded the motion and it passed unanimously.

22-037 Approve RFP for Town Owned Land Inventory and Management Plan

Sel. Schultze made a motion to recommend the approval of the RFP pending the final approval of Town Council.

Sel. Underhill seconded the motion and it passed unanimously.

22-038 Approve Contract with Kleinfelder for Engineering and Construction Oversight for the D'Angelis Water Treatment Plant PFAS Upgrades

22-039 Approve Contract with Winston Builders Corporation for Construction of the D'Angelis Water Treatment Plant PFAS Upgrades

DPW Director, Jim McKay noted that both Contracts have been reviewed and approved by Town Council. Kirsten Ryan, Kleinfelder, reviewed the Project Update with the Select Board stating that the work would provide water purification for Wells 1 & 2 by upgrading the facility.

Sel. Underhill made a motion authorize the Town Administrator to sign the Contract with Winston Builders Corporation in the amount of \$5,175,889 for the construction of the D'Angelis Water Treatment Plant PFAS Upgrades.

Sel. Schultze seconded the motion and it passed unanimously.

Sel. Underhill made a motion to authorize the Town Administrator to sign the Contract with Kleinfelder for a fee not to exceed \$438,938 recognizing that the total project cost exceeds the Town's current appropriation, and that the Town will need to appropriate supplemental funding at Spring Town meeting, the Town and Kleinfelder agree that the current Not To Exceed Limit is \$150,000 and the remainder of the budget is intended to be appropriated at Spring 2022 Town Meeting in May 2022.

Sel. Schultze seconded the motion and it passed unanimously.

22-040 Permanent Building Committee – COA Cost Estimates

Wayne Klocko, Chair of the Permanent Building Committee, reviewed the Project Overview Status and a recap of desired programming.

David Pollak, Abacus Architects & Planners, reviewed the Conceptual Designs and Preliminary Project Cost Estimates.

Chair Klocko looking for understanding of what has been done and to further develop focus groups.

Sel. Schultze made a motion to encourage and support the PBC to move forward with the next phase of the study including obtaining focus groups and refining/gathering information for the project study with the goal of getting it to Fall Town Meeting.

Sel. Underhill seconded the motion and it passed unanimously.

OUT OF ORDER

22-046 Approval of One Day Alcohol License Millis Lions Dinner Fundraiser 4/1

Sel. Schultze made a motion to approve the One Day Alcohol License for the Millis Lions Club Dinner Fundraiser.

Sel. Underhill seconded the motion and it passed unanimously.

22-043 Close Annual Town Meeting Warrant

Mr. Guzinski, Town Administrator, reviewed the DRAFT SPRING 2022 TOWN MEETING ARTICLE LIST. And further discussion on the next two items.

22-041 Discuss Proposed Sewer Bylaw Article for Spring Annual Town Meeting

The Select Board, Town Administrator and Town Council reviewed and commented on the Draft Article "to see if the Town will vote to Amend its General Bylaws by adding the new section" as listed in the Article.

Sel. Underhill made a motion to approve the language for the Proposed Sewer Bylaw Article for Spring Annual Town Meeting.

Sel. Schultze seconded the motion and it passed unanimously.

22-042 Discuss Proposed Charter/Bylaw Articles for Spring Annual Town Meeting

The Select Board, Town Administrator and Town Council discussed the five articles related to potential charter/bylaw changes.

- Change Town Clerk from Elected to Appointed
- Change Name of Finance Committee to Warrant/Finance Committee
- Change Name of Board of Selectmen to Select Board

Sel. Schultze made a motion to close the Annual Town Warrant.

Sel. Underhill seconded the motion and it pass unanimously.

22-044 Discuss Proposed Stormwater Credit Manual Amendments

Town Council will be reviewing the amendments and it was deferred to the next Select Board meeting.

22-045 Discuss Status/Charge/Potential Disbandment of Enterprise Funds Advisory Committee

The Select Board discussed the issue and offered their opinions on the matter.

Sel. Underhill made a motion to dissolve the Enterprise Funds Advisory Committee.

Sel. Schultz opposed.

The motion was carried with a 2/3 vote.

22-047 Discuss Select Board Attendance at Committee Meetings

The Select Board discussed the issue and offered their opinions on the matter.

Chair Jurmain suggested that the Select Board send a Memo to the Committee Chairs of the Economic Development Committee, Permanent Building Committee and Capital Planning Committee for their thoughts and comments.

Chair Jurmain made a motion to enter into Executive Session at 10:30pm and to return to open session solely to adjourn.

To conduct strategy sessions in preparation for negotiations with union personnel. (Massachusetts Coalition of Police Local 171 and Millis Police Association Dispatcher) & SEIU 888

Respectively submitted: Maureen Canesi