



TOWN OF MILLIS

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

OFFICE OF THE SELECT BOARD

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

Michael J. Guzinski
Town Administrator
mguzinski@millisma.gov

Karen Bouret DeMarzo
Assistant Town Administrator/
Human Resources Manager
kbouret@millisma.gov

SELECT BOARD MEETING AGENDA MONDAY, APRIL 10, 2023; 7:30 PM VETERANS MEMORIAL BUILDING ROOM 229

	Topic	Time	Speaker
I.	Call to Order	7:30 PM	Chair Underhill
II.	Announcements 5/3/23 Annual Town Meeting 5/8/23 Town Election		
III.	Open Session Items		
23-090	Approval of Fairy House Exhibit		Chair Underhill
23-091	Approval of Town Carnival		K. Fogarty
23-092	Establish Gift Fund for Recreation – Project Smile		K. Fogarty
23-093	Approval of Microsoft License Agreement for FY24		M. Guzinski
23-094	Discuss FY24 Select Board Budget Recommendation/Public Comment		Chair Underhill
23-095	Vote to Open Annual Town Meeting Warrant		Chair Underhill
23-096	Discuss, Add &/or Remove Warrant Articles		Chair Underhill
23-097	Vote to Approve, Close and Sign 5/3/23 ATM Warrant		Chair Underhill
23-098	Vote to Approve and Sign 5/8/23 Town Election Warrant		
IV.	Adjournment		

Proposed Upcoming Meeting Schedule

Date	Time	Location
Monday, April 24, 2023	7:00 pm	Room 229 VMB
Monday, May 1, 2023	7:00 pm	Room 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

*Zoom will not be available

Announcements

23-090 Approval of Fairy House Exhibit

Karen Bouret DeMarzo

From: Erin T. Underhill
Sent: Thursday, March 30, 2023 2:34 PM
To: Karen Bouret DeMarzo; Jim McKay; John Engler; Mike Guzinski; Kris Fogarty
Subject: Re: Millis Girl Scout fairy houses

No questions from me. It was a cute event. Thanks for adding it to the agenda.

From: Karen Bouret DeMarzo <Karen.Bouret.DeMarzo@millisma.gov>
Sent: Thursday, March 30, 2023 2:30 PM
To: Erin T. Underhill <etunderhill@millisma.gov>; Jim McKay <jmckay@millisma.gov>; John Engler <jengler@millisschools.org>; Mike Guzinski <mguzinski@millisma.gov>; Kris Fogarty <kfogarty@millisma.gov>
Subject: FW: Millis Girl Scout fairy houses

Please see the request below. This has been a very successful event in the past. Any comments or questions for Allison? Thank you

I will place this on the 4/10/23 Select Board agenda for review/approval.

Karen Bouret DeMarzo
Assistant Town Administrator
Human Resources Manager

900 Main Street
Millis, MA 02054
508.376.7041

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From: Allison <buhfla@aol.com>
Sent: Thursday, March 30, 2023 1:34 PM
To: Karen Bouret DeMarzo <Karen.Bouret.DeMarzo@millisma.gov>
Subject: Millis Girl Scout fairy houses

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.

Hil

I am writing on behalf of the Millis Girl Scouts to ask about an event we have held in the past on the lawn in front of Town Hall. The Girl Scouts would create fairy houses to be displayed on the front lawn for a week, and in conjunction would have a bin out during daylight hours collecting non-perishable items for the food pantry. In the past there has been a designated drop off time for each troop, where they would be met by me and the fairy houses would be placed. At the end of the week they would be picked up in the same staggered schedule. We would provide a scavenger hunt that kids/families could do, finding little things hidden and worked into the houses. If possible, we would love to do this with drop off being May 20th and pickup being May 27th. If these days would not work we are happy to come up with another week.

I would be happy to talk more and answer any questions! Thank you so much!

Allison Martino
(leader of the 5th grade troop!)

23-091

Approval of Town Carnival



TOWN OF MILLIS

Recreation Department
900 Main Street • Millis, MA 02054
Phone: 508-376-7050
Fax: 508-376-7053

Kris Fogarty
Recreation Director
kfogarty@millisma.gov

March 14, 2023

Millis Select Board
900 Main Street
Millis, MA 02054

Dear Select Board:

The Millis Recreation Department would like permission to hold its annual Carnival at the Town Park from June 23rd-25th (set up will begin June 19th) with **Fanelli Amusement**. We will work in conjunction with Millis Police, Fire, School and DPW for the event.

The Millis Recreation Department would also like to request that the Plumbing and Electrical Permits be waived.

We would like to hang posters on Town property to advertise event.

If you have any questions please call me at 508-376-7050.

Sincerely,

Kris Fogarty
Recreation Director

cc: Chief Richard Barrett
Chief Chris Soffayer
Robert Mullaney
Jim McKay



Contract Dates June 23rd, 24th, 25th, 2023

Hours Of Operation: June 23rd, 6-10PM, June 24th, 1-10PM, June 25th, 1-5 or 6 PM

Millis Recreation

900 Main St

Millis, MA 02054

Location of event is at the Town Park

Contact: Kris Fogarty (508)-376-7050 FAX (508)-376-7053

Fanelli Amusements will pay 20% of the ride gross, \$50.00 per concession, 100 posters to be distributed around town, Insurance certificate with the town of Millis as additional insured.

50/50 split for porta potties, police detail and dumpsters.

If the field is damaged Fanelli Amusements agrees to split the cost 50/50.

Committee will furnish Location, water hookup on Monday June 19 upon arrival. Permits and Ticket sellers.

Payment will be made no later than one (1) week after the conclusion of the event.

Joe Fanelli

Signed

Date

Kris Fogarty

Signed

Date

Fanelli Amusement Co Inc

47 Barrett Rd

Greenville, NH 03048

Fanelliamusements.com

Joe.f@fanelliamusements.com

John.f@fanelliamusments.com

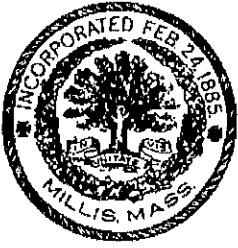
603-878-3535 Office

603-249-6763 Joe Fanelli Cell

603-396-0009 John Fanelli Cell

23-092

Establish Gift Fund for Recreation – Project Smile



TOWN OF MILLIS

Recreation Department
900 Main Street • Millis, MA 02054
Phone: 508-376-7050
Fax: 508-376-7053

Kris Fogarty
Recreation Director
kfogarty@millisma.gov

March 15, 2023

Michael Guzinski, Town Administrator
900 Main Street
Millis, MA 02054

Dear Mr. Guzinski,

I would like to request the implementation of a gift fund for the Recreation Department. The Recreation Department seeks out funding from local banks and companies for specific sponsorship to help offset the cost of programs that are free or offered at a reduced rate to residents.

Project Smile Gift Fund:

The Recreation Department would like to expand on Project Smile to add more murals and offer programs and events during the month of May in honor of Mental Health Awareness month. We would like to be able to pay for supplies and instructors so there is no cost or a minimal fee to the community. Any supplies or instructors would be paid directly from this account with sponsorships collected.

Respectfully,

Kris Fogarty, Director
Millis Recreation Department

cc: Select Board
Recreation Committee

23-093

Approval of Microsoft License Agreement for FY24



TOWN OF MILLIS

INFORMATION TECHNOLOGY DEPARTMENT

Veterans Memorial Building
900 Main Street • Millis, MA 02054

Phone: 508-906-3748
jdonovan@millisma.gov

James Donovan
Director of IT
jdonovan@millisma.gov

Dear Select Board Members,

I am writing to request your authorization for the Town Administrator to sign a contract with SHI International for Microsoft Licensing in the amount of \$23,823.86. As you know, the town currently uses Microsoft software for a variety of purposes, and it is essential to maintain the licensing for this software.

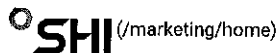
After conducting a thorough review of various vendors and pricing options, we have determined that SHI International offers the best value for the town's needs. The contract covers licensing for Microsoft Office and other related products for a period of one year.

We believe that this contract will provide the town with the necessary software licenses at a reasonable cost, while ensuring that we remain in compliance with Microsoft's licensing requirements. Therefore, we respectfully request that the Select Board authorize the Town Administrator to sign the contract with SHI International.

Thank you for your attention to this matter.

Sincerely,

James Donovan
Director of IT



Sign In (/SecurityAuth/home/loginCheck?ReturnUrl=/terms/o365-services-resale)

Search...



SHI Resale Terms for Microsoft 365 and Related Online Services

These terms and conditions (the "Terms") shall apply to the resale of the Microsoft 365 and related Online Services (collectively, "M365 Products") purchased through "Reseller," and/or sale of Reseller's M365 related Support Services (defined below). "Reseller" shall be defined as follows for purposes of these Terms:

- For Customer tenants located in the United States, SHI International Corp.:
SHI International Corp., a New Jersey corporation with offices at 290 Davidson Ave., Somerset, NJ 08873.
- For Customer tenants located in Canada, SHI Canada ULC:
SHI Canada ULC, a Canadian corporation with offices at 895 Don Mills Road, Tower II, Suite 400, Toronto, Ontario M3C 1W3
- For Customer tenants located in the UK SHI Corporation UK Limited:
SHI Corporation UK Limited, 401 Grafton Gate, Milton Keynes, Buckinghamshire, England MK9 1AQ
- For Customer tenants located in Ireland, SHI Global IT Solutions Ireland Ltd.:
SHI Global IT Solutions Ireland Ltd., Pembroke House, 28 - 32 Pembroke Street Upper, Dublin 2, Ireland
- For Customer tenants located in the Netherlands, SHI International B.V.:
SHI International B.V., with offices at Herengracht 124, 1015 BT, Amsterdam, Netherlands

under purchase order(s) Issued by the purchaser ("Customer"). The pertinent SHI office shall be dependent upon the location of the Customer's tenant.

Article 1 – Definitions

Unless otherwise specified in these Terms, capitalized words used in these Terms are defined in the Microsoft Customer Agreement or the CSP Operations Guide, as the case may be.

Article 2 - Scope of Agreement

- The terms and conditions of the agreement between the parties for the resale of M365 Products and sale of Support Services shall consist solely and entirely of these Terms. In no event shall any other Terms and conditions or other provisions apply, unless explicitly agreed to in writing and signed by duly authorized representatives of the parties.
- M365 Products and Support Services will be purchased on an "as ordered" basis through the execution of one or more purchase orders directing Reseller to resell the M365 Products and/or sell Support Services to Customer. A third party ("OEM") produces the M365 Products resold under these Terms, and Customer acknowledges that Reseller shall have no liability to Customer for M365 Products beyond the processing of Invoices and payment therefor.
- The headings and subheadings contained in these terms are used solely for convenience, nor should they be used to aid in any manner in the construction or interpretation of these terms.

Article 3 – Related Documents

The following referenced documents are related to these Terms, as described below.

A. Microsoft Customer Agreement

- Customer acknowledges that Customer's use of the M365 Products is subject to the terms of the Microsoft Customer Agreement ("MCA"), a separate agreement between Customer and Microsoft Corporation, and that Customer may order Microsoft Software and M365 Products through Reseller and utilize the M365 Products only after agreeing to the MCA.
- The MCA terms are located at the following site:
<https://www.microsoft.com/licensing/docs/customeragreement> (<https://www.microsoft.com/licensing/docs/customeragreement>). Customer shall select the applicable regional version of the MCA based on the Customer location and language.
- Reseller is authorized to resell M365 Products to only those Customers whose tenant is located in the countries listed in the SHI CSP Operations Guide. Customer represents and warrants that Customer satisfies any applicable customer eligibility requirements set forth in the MCA.
- Reseller is not a party to the MCA, which is an agreement between Customer and Microsoft, and Customer agrees to look solely to Microsoft for satisfaction of any and all license and support claims or obligations related to the M365 Products. By placing an order for M365 Products with Reseller, Customer (i) represents and warrants that Customer has accepted the MCA terms and these Terms, and (ii) agrees to pay Reseller for all purchase orders it submits for M365 Products.
- Microsoft may accept or reject any proposed Customer, at Microsoft's sole discretion. If Microsoft updates the MCA, then Customer, by continued utilization of the M365 Products or ordering additional M365 Products thereafter, is deemed to have accepted that update at the time of the update.

B. CSP Operations Guide

SHI's CSP Operations Guide describes the policies and processes that govern the use of M365 Products transacted under the Microsoft CSP Program. The CSP Operations Guide is located at (CSP Operations Guide (<https://www.content.shi.com/cms-content/accelerator/media/pdfs/terms/csp-ops-guide-update-10-2022-v2.pdf>)), and is hereby incorporated in to these Terms.

C. Reseller Provided Support and Managed Services

- Reseller provides Support Services for the M365 Products ("Support Services"), which are documented in SHI's M365 CSP Support Service Guide, located at (M365 CSP Support Guide

(https://www.content.shi.com/SHIcom/ContentAttachmentImages/SharedResources/Solutions/Cloud/Office_365_Basic%20_Support-Service_Guide.pdf?_ga=2.62372332.1398486910.1666621726-1187105215.1664898569)). The M365 CSP Support Service Guide describes the policies and processes that govern the Reseller's Support Services, and is hereby incorporated into these terms. Support Services are provided for paid, active Subscriptions.

2. The Support Services may be purchased through Reseller irrespective of where the Customer originally purchased the Services.

D. These Terms shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, successors and assigns.

Article 4 - Invoicing, Terms of Payment, Price and Tax

A. Invoices for M365 Products and/or Support Services, as the case may be, will be issued monthly, or annually, based on the invoicing options available for each service as outlined in the CSP Operations Guide. Monthly and Annual Subscription payment invoices shall be issued without a Purchase Order, and shall reference a standard Purchase Order numbering convention (such as MMYXXXXX). Alternatively, upon request from Customer, SHI can use a customer blanket Purchase Order Number as a reference.

B. Invoices shall be paid ("paid" being defined as "issuance of payment from Customer's Accounts Payable Department") net thirty days after receipt of a valid invoice at the remit-to address specified by Customer.

C. Tax

1. Customer will be responsible for payment of any federal, state, and local sales, use, withholding tax, duties or similar taxes imposed or based on the sale of M365 Products under these terms. When Reseller is authorized to collect such taxes, they will be separately stated on Reseller's invoices and reported and paid to appropriate taxing authorities by Reseller. For destinations where Reseller is not authorized to collect such taxes, no tax will be shown on Reseller's invoice, and, if applicable, customer will be responsible for remitting such tax payments directly to the appropriate taxing authority.
2. For those states that provide a sales and use tax exemption for electronically delivered software, Reseller agrees that such taxes shall not be collected from Customer or remitted to the applicable state taxing authorities.
3. All other taxes, including, but not limited to a party's operations, such as payroll or income taxes, federal, state, and local income taxes, franchise taxes, gross receipts taxes, federal, state, and local sales and use taxes, and property taxes shall be the responsibility of the party that incurs the tax liability.

Article 5 - Contractual Relationships

A. It is the intent of the Parties that the relationship of Customer and Reseller be that of the "customer" and "independent contractor," respectively.

B. Reseller has no privity of contract in any agreement between Customer and Microsoft.

Article 6 - Representations, Warranties and Covenants

A. Product

1. Reseller is a value added reseller ("VAR") of the M365 Products, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding the M365 Products provided under these Terms. Reseller is not a party to any such terms between Customer and Microsoft and Customer agrees to look solely to Microsoft for satisfaction of any and all warranty claims related to the M365 Products.
2. Customer has made and will make its own selection of the M365 Products to be purchased based on its own evaluation of the character of such M365 Products and its use needs.

B. Support Services

Reseller shall perform the Support Services consistent with the professional skill and care ordinarily provided by service providers practicing in the same or similar locality under the same or similar circumstances, as expeditiously as is consistent with such professional skill and care and the orderly progress of the services described in the CSP Service Guide.

C. Reseller warrants that it is qualified to perform the Support Services, and has and will have all rights, approvals, and authorizations necessary to resell the M365 Products.

D. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, RESELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THE M365 PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY MICROSOFT.

Article 7 - Data Protection

A. As used in this Article, the term "Personal Data" shall include "personal data" within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council (the "GDPR") and "personal information" within the meaning of the California Consumer Privacy Act of 2018 as amended ("CCPA"). As used in this Article, the term "Data Subjects" shall include "data subjects" within the meaning of the GDPR and "consumers" within the meaning of the CCPA. Unless otherwise defined in these Terms, the terms used in this Article have the meaning set forth in the relevant data protection regulations applicable to the processing of personal data, as amended and interpreted from time to time by the relevant competent authorities and/or jurisdictions, and in particular the GDPR and the CCPA (collectively the "Data Protection Laws"). The parties undertake to comply with the Data Protection Laws.

B. The parties acknowledge that Customer enters into this Article in the name of and with power of representation of its affiliates, which will respectively qualify as the data controllers and data exporters under the respectively applicable Data Protection Laws. Any references to Customer or Customer's personal data or rights or obligations under this Article shall apply mutatis mutandis to Customer's affiliates. Customer shall assume the exercise of all rights or obligations of Customer's affiliates under this Article in the name of the respective affiliate vis-à-vis SHI.

C. Processing of Personal Data:

1. In performing the Support Services, Reseller will, as a "data processor" within the meaning of the GDPR and as a "service provider" within the meaning of the CCPA, process only certain Personal Data on behalf of Customer for the purpose of providing the Support Services ("Service Data"). Such Service Data may include user identification data (such as first name and surname), and business contact data (such as business email addresses) of Customer's employees. Reseller shall never have access to and shall not process any substantive data that may be stored or processed by means of the Support Services.

2. As controller of the Personal Data, Customer (i) remains responsible for all relevant declarations, notifications and authorizations as may be necessary for the lawful processing of Personal Data and (ii) undertakes to use the M365 Products in accordance with the requirements of Data Protection Laws.
3. Reseller will only process, use, retain, collect or disclose Service Data on behalf of Customer as set forth in this Article and any purchase order entered into between the parties, and otherwise in compliance with such instructions as Customer may provide to Reseller in writing. Reseller will not sell Service Data, and will not collect, retain, use, disclose or otherwise process Service Data for any purpose other than for the specific purpose of performing the Services pursuant to these Terms, and Reseller expressly agrees that it is prohibited from using such Service Data for any other purpose, commercial or otherwise. Reseller will limit Service Data collection, use, retention, and disclosure to activities reasonably necessary and proportionate to perform the Services. Any transfer of Service Data by Customer to Reseller is not for monetary or other valuable consideration, but merely to enable performance of the Support Services pursuant to these Terms, and shall not constitute a sale to Reseller of Service Data.
4. Service Data may not be used by the Reseller for its own purposes or for those of third parties, nor communicated or sold to any third party without the prior written authorization of Customer, unless required by Data Protection Laws. Notwithstanding the foregoing, Customer agrees that Service Data can be communicated by Reseller to Microsoft Corporation, who is approved by Customer to act as a service provider and sub-processor with respect to the Support Services, and such communication of Service Data shall not constitute a sale of such Service Data.
5. At the end of the Subscription, Reseller undertakes to stop processing Service Data, and to ensure that any copies of Service Data that it may hold shall be deleted, within six (6) months after the end of the term.

D. Security and Data Breach:

1. Reseller will implement appropriate technical and organizational measures to ensure that Service Data is processed securely and protected from data breaches. Reseller will ensure that those measures provide an appropriate level of protection for Service Data, taking into account the risks associated with their processing.
2. Reseller undertakes to verify that its personnel engaged in the processing of Service Data are committed to confidentiality and do not process Service Data for purposes other than as provided in this Article.
3. Reseller will: (i) notify Customer (in a legally compliant form and manner) without undue delay after becoming aware of any Service Data breach arising within the framework of the performance of the Support Services; and (ii) make reasonable efforts to identify and remedy the cause of the data breach and mitigate its effects.

E. Sub-processing and Transfer of Service Data:

1. Customer acknowledges and agrees that Reseller may appoint sub-processors within the framework of the performance of the Support Services. Sub-processors currently engaged by Reseller and deemed approved by Customer are identified in paragraph C.4 of this Article. Reseller will notify Customer in advance of any additions to the sub-processors that may be appointed.
2. Customer can object in writing to any such changes within fifteen (15) days after receipt of Reseller notice. If Customer does not raise objection within the above period, the new sub-processor will be deemed approved. In the event of a Customer objection that Reseller cannot reasonably accommodate, Customer and Reseller will negotiate mutually agreeable terms to terminate these Terms.
3. Concerning Customer's UK affiliates: To the extent applicable to Customer and the Support Services, Customer hereby authorizes Reseller to transfer Service Data outside of the UK, provided such transfer is made in compliance with applicable Data Protection Laws. Such transfer shall be governed by the Standard Contractual Clauses for the transfer of personal data to processors in third countries according to Decision (2010) 593 of the EU Commission of 5 February 2010.
4. Concerning Customer's EU affiliates: To the extent applicable to Customer and the Support Services:
 - A. Customer hereby authorizes Reseller to transfer Service Data outside of the EEA, provided such transfer is made in compliance with Data Protection Laws. Such transfer shall be governed by the EU Standard Contractual Clauses according to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, utilizing its *Module Two* ("EU Standard Contractual Clauses"), which are hereby incorporated into these Terms by reference and shall be considered duly executed between the parties upon issuance and acceptance of any purchase order. The parties agree to complete the EU Standard Contractual Clauses as follows:
 - Concerning Clause 9, Option 2 shall apply. The time period to be specified in Option 2 shall be that referenced in Section E.2 above.
 - The Option of Clause 11 shall not apply.
 - Clause 13 shall read: "*The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.*"
 - Concerning Clause 17, Option 1 shall apply. This Article and the EU Standard Contractual Clauses shall be governed by the law of Ireland.
 - Annexes I and II of the EU Standard Contractual Clauses are completed and incorporated into this Article as an Appendix.
 - B. Concerning Annex I to the EU Standard Contractual Clauses, the Customer will compile the required information for applicable data exporters in a separate file ("List of Data Exporters") to be provided to Reseller. Customer may change or add to the List of Data Exporters at any time and shall amend the List of Data Exporters and thus these Clauses accordingly. Reseller is entitled to request to view the List of Data Exporters at any time. The List of Data Exporters qualifies as part of the EU Standard Contractual Clauses at all times.
5. The parties agree to cooperate with each other at all times to ensure the effective conclusion of the applicable Standard Contractual Clauses as required for the Services under applicable Data Protection Laws.

F. Assistance:

1. Reseller undertakes to inform Customer, within five (5) days, of any request sent directly to Reseller by Data Subjects exercising their rights in connection with Service Data. Customer remains responsible for responding to such requests within the timeframes required by the Data Protection Laws.
2. Reseller undertakes to reasonably assist Customer in ensuring Customer's compliance with Customer's obligations pursuant to the Data Protection Laws.

G. HIPAA Protected Data

Customer acknowledges that Reseller does not have access to Customer data which may be governed by federal HIPAA law and related regulations, and therefore Reseller shall not be considered a Business Associate within the meaning of HIPAA.

Article 8 - Termination; Cancellation or Suspension of Customer Subscription

A. By Reseller

Reseller may, in its sole discretion, (i) immediately terminate these Terms and disable Customer's Subscription and Support Services, or (ii) temporarily suspend Customer's Subscription and Support Services, in either case by giving written notice to Customer specifying one or more of the following causes or circumstances:

1. The Customer has become insolvent or has made a general assignment for the benefit of creditors or if a petition under the Bankruptcy Code (or an analogous measure under UK or Canadian laws regarding bankruptcy or insolvency) has been filed by or against Customer; or
2. The Customer becomes involved in legal proceedings that in the Reseller's reasonable opinion materially interferes or will materially interfere with Customer's obligations under these Terms; or
3. Microsoft has cancelled a Customer Subscription for legal or regulatory reasons or otherwise; or
4. The Customer has failed to perform one or more of the other material provisions of these Terms, including nonpayment, and has not cured such failure within ten business days after receipt of notice from Reseller specifying such failure.

B. By Customer

Customer may terminate these Terms and/or cancel its Subscription and Support Services at any time by giving written notice to Reseller.

C. In the event of any termination, cancellation or temporary suspension under this Article:

1. Customer shall not be relieved of any of its obligation to pay any fees or charges it has incurred up through and including the date thereof, including any in-process tasks completed thereafter.
2. No refund of any portion of any Subscription price prepaid by Customer will be made, except in the case of a Subscription cancellation that occurs within the applicable cancellation period stated in the CSP Operations Guide. Cancellation terms will vary depending on the M365 Product.
3. Customer will have ninety (90) days to migrate any Customer data to either a new Subscription with Reseller, with Microsoft directly, or to some other service, except in the case of a temporary suspension where Customer's Subscription is reactivated within ninety (90) days.
4. During any period of a temporary suspension, Customer's access to its Subscription and Support Services will be blocked. Additionally, Customer billing to Reseller may continue during this period depending on the type of the M365 Product.

D. Notwithstanding the foregoing, if a Subscription is cancelled by Microsoft before its fixed term expires and during Customer's billing cycle, then

1. If and to the extent Microsoft determines that a prorated credit for any un-used pre-paid portion of price of the cancelled Subscription is to be provided, then Reseller will reflect such credit in the Customer's subsequent invoice; and
2. Customer will only be Invoiced for any M365 Products already consumed prior to the effective cancellation date.

Article 9 - Limitation of Liability

- A. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- B. EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO RESELLER UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT RESELLER WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

Article 10 - Force Majeure

- A. Neither party to these Terms shall be liable to the other to the extent any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, is due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting Customer, Reseller or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.
- B. Notwithstanding any of the foregoing to the contrary, neither party shall be excused from those obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a party's failure to comply with any of its obligations under these Terms or by such party's negligence or omission, there shall be no relief for such party from any of its obligations under these Terms.

Article 11 - Compliance With Laws

The parties shall at all times comply with all applicable laws, ordinances, statutes, rules or regulations including but not limited to those relating to employment, taxes, environment, health and safety, anti-bribery, and modern slavery.

Article 12 - Claims/Disputes/Governing Laws**A. Governing Law**

1. For M365 Products and Support Services purchased in the USA:
These Terms, any purchase order thereunder, and any claims or disputes arising out of or relating thereto shall be governed by the laws of New Jersey, without regard to: (1) conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; and, (3) the Uniform Computer Information Transactions Act ("UCITA"). The Parties hereby consent to the exclusive jurisdiction and venue in the federal and state courts of the State of New Jersey in connection with any dispute or other matter arising out of these Terms.
2. For M365 Products and Support Services purchased in Canada:
These Terms, any purchase order thereunder, and any claims or disputes arising out of or relating thereto shall be governed by the laws of the province of Ontario and those laws of Canada applicable therein, without regard to: (1) conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; and, (3) the Uniform Computer Information Transactions Act ("UCITA"). The parties agree that jurisdiction over and venue in any legal proceeding arising out of or relating to this contract shall be in the Superior Court of Justice for the province of Ontario.

3. For M365 Products and Support Services purchased in the UK:

These Terms, any purchase order thereunder, and any claims or disputes arising out of or relating thereto shall be governed and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the jurisdiction of the English courts in any action arising under this Agreement. This Agreement shall not be subject to or governed by the United Nations Convention on Contracts for the International Sale of Goods.

4. For M365 Products and Support Services purchased in Ireland:

These Terms, any purchase order thereunder, and any claims or disputes arising out of or relating thereto shall be governed and construed in accordance with Irish law and the parties hereby irrevocably submit to the jurisdiction of the Irish courts in any action arising under this Agreement. This Agreement shall not be subject to or governed by the United Nations Convention on Contracts for the International Sale of Goods.

5. For M365 Products and Support Services purchased in the Netherlands: These Terms, any purchase order thereunder, and any claims or disputes arising out of or relating thereto shall be governed and construed in accordance with the law of the Netherlands and the parties hereby irrevocably submit to the jurisdiction of the Dutch courts in any action arising under this Agreement. This Agreement shall not be subject to or governed by the United Nations Convention on Contracts for the International Sale of Goods.

B. Any claim or dispute which either party may have against the other, arising out of these Terms shall be presented by the claimant in writing to the other party not later than thirty days after circumstances which gave rise to the claim or dispute have taken place or become known to the claimant, whichever is later. The claim or dispute shall contain a concise statement of the question or dispute, together with relevant facts and data to fully support the claim.

C. In the event of any such claim or dispute, the parties' authorized representatives shall use their best efforts to negotiate a settlement. Upon the failure of such negotiations, such claim or dispute shall be further negotiated between more senior officials from each of the parties who shall have decision making authority (but not direct responsibility for the administration of these Terms or the purchase order under which the dispute has originated); provided however, that nothing therein contained shall prohibit either party from terminating its participation in the dispute during any stage of the process.

D. If any claim or dispute arising hereunder is not resolved through such negotiations within thirty days following written presentment pursuant to paragraph B., above, either party may, upon giving the other party at least ten days prior written notice, initiate litigation submitting such claims or disputes for decision by a court of competent jurisdiction within the venue stated in paragraph A., above, in accordance with the rules of that court and laws of that jurisdiction. Either party may, at its option and at any time during the dispute resolution process, seek injunctive relief (including, but not limited to preliminary injunctive relief). Each party irrevocably waives its rights to trial by jury in any action or proceeding arising out of or relating to these Terms or the transactions relating to its subject matter.

E. Except as specifically provided in this Article, neither party shall institute any action or proceeding against the other party in any court with respect to any dispute that is or could be the subject of a claim or proceeding pursuant to this Article.

F. The parties acknowledge that the remedies available to them under these Terms, or that would otherwise be available at law, will be inadequate in case of any default or threatened default in the performance of the parties' respective obligations under this Article and that such obligations shall be enforceable by a decree for the specific performance or by an injunction against any actual or threatened violation thereof.

G. Except as expressly stated in these Terms, the parties' rights and remedies hereunder shall be cumulative and not exclusive of each other, shall be in addition to all other rights and remedies at law or in equity, and may be pursued separately or concurrently as the aggrieved party determines.

H. The prevailing party in any litigation arising out of or relating to these Terms shall be entitled to recover its expenses, costs of litigation (including, without limitation, clerk, paralegal, and expert witness costs), and reasonable attorneys' fees from the losing party, whether or not otherwise specifically awardable under any law or court rule.

Article 13 - No Waiver

Any failure by either party to insist upon observance or performance by the other of the provisions of these Terms shall not be deemed a "course of dealing," waiver of any such provision, or a waiver of the right of the Parties to enforce any and all provisions in the future. No waiver shall be binding unless it is in writing and signed by the parties' authorized representative. Any written waiver shall apply only to the specific default or to the instance specified, and a waiver of any default shall not be deemed a waiver of any other default, whether or not similar to the default waived.

Article 14 - Severance

Should any of these Terms be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and the unenforceable provision(s) will be severed from these Terms and the balance of the Terms shall be binding on both parties as if the severed provision(s) had never existed, unless performance thereof is rendered legally impractical and no longer fulfills the intentions these Terms.

Article 15 - Modification of Terms

Reseller may unilaterally modify ("Change") these Terms or any documents referenced herein at any time. If the Changes are material, Reseller will notify all current Customers by email a reasonable amount of time before the Changes go into effect (the "Change Effective Date"). If a Customer does not accept the Changes, the Customer must terminate its Subscription prior to the Change Effective Date. If the Customer continues using the M365 Products or Support Services after the Change Effective Date, such use will constitute Customer's acceptance of the Changes.

Article 16 - Entire Agreement

The provisions of these Terms supersede all contemporaneous oral agreements and all prior oral and written communications and understandings of the parties with respect to the subject matter of these Terms. These Terms shall govern and supersede any preprinted terms and conditions stated on or attached to any Customer purchase order or other, which are null and void with respect to these Terms.

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX 1

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Name:...

Deemed to be specified in accordance with the List of Data Exporters described in Section E.4.B. of Article 11.

Address:..

Deemed to be specified in accordance with the List of Data Exporters described in Section E.4.B. of Article 11.

Contact person's name, position and contact details: ...

Deemed to be specified in accordance with the List of Data Exporters described in Section E.4.B. of Article 11.

Activities relevant to the data transferred under these Clauses: ...

Deemed to be specified in accordance with the Agreement.

Signature and date: ...

Deemed to be completed in accordance with the Agreement.

Role (controller/processor): ...

Controller

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. Name: ... Deemed to be specified in accordance with the definition of "Reseller" in the Agreement.

Address: ... Deemed to be specified in accordance with the definition of "Reseller" in the Agreement.

Contact person's name, position and contact details: ...

privacy@shl.com

Activities relevant to the data transferred under these Clauses:

Reseller will process only certain Personal Data on behalf of Customer for the purpose of providing the Support Services pursuant to the Agreement ("Service Data"). Such Service Data may include user identification data (such as first name and surname), and business contact data (such as business email addresses) of Customer's employees.

Signature and date: ...

Deemed to be completed in accordance with the Agreement.

Role (controller/processor): ...

Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Customer's employees

Categories of personal data transferred

Reseller will process and may transfer only Service Data. Such Service Data may include user identification data (such as first name and surname), and business contact data (such as business email addresses) of Customer's employees.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

No sensitive data will be processed or transferred by Reseller.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Throughout the duration of the Support Services.

Nature of the processing

Reseller will process Service Data for the purpose of providing the Support Services provided pursuant to the Agreement.

Purpose(s) of the data transfer and further processing

Reseller processes Service Data in the USA. To the extent Service Data is transferred to the USA, it would be only for the purpose of providing the Support Services pursuant to the Terms.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

At the expiration or termination of the Agreement, Reseller shall stop processing Service Data, and shall ensure that any copies of Service Data that it may hold shall be deleted within six (6) months after the end of the term.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Service Data can be communicated by Reseller to Microsoft, who is approved by Customer to act as service provider and processor with respect to the Support Services.

C. COMPETENT SUPERVISORY AUTHORITY

Deemed to be specified in accordance with the List of Data Exporters described in Section E.4.B. of Article 7.

ANNEX 2

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

SHI's Information Security program is maintained by a Director of Information Security and an Information Security team comprised of Security Operations, Risk and Resiliency, and Compliance groups under the supervision of SHI's General Counsel and Data Protection Representative. The program adheres to various security frameworks and industry standards and has been certified compliant with PCI DSS and Cyber Essentials. SHI complies with all applicable privacy laws and regulations, including the General Data Protection Regulation (GDPR) and California Consumer Privacy Act (CCPA). See SHI's Privacy Statement (<https://www.shi.com/CustomerServices/SHIInfo.aspx?ContentId=22>) for more information.

SHI's Information Security program consists of secure physical, administrative, and technical controls. SHI has implemented physical controls in its facilities including key card readers, biometrics, visitor procedures, camera surveillance, and alarms. Physical access to the datacenter is protected with a key card reader and biometric hand scanner and is limited to only those employees with a legitimate business purpose such as maintaining a server. Visitors to SHI facilities must sign a log in sheet and be escorted by an employee at all times. Additional datacenter controls include UPS, generator, smoke and heat detection, and a pre-action fire suppression system.

Administrative controls include multiple security policies to protect data. These policies cover topics such as Acceptable Use, Encryption, Network Security, Data Classification, Access Controls, Mobile Device, Secure Software Development, and Backups. All employees undergo security awareness training upon hire and annually thereafter within a Learning Management System. Monthly phishing campaigns test employees' ability to identify malicious emails.

Technical controls include data loss prevention, CASB, anti-virus, anti-malware, firewalls, IPS, web filtering gateways, SIEM, encryption for data at rest and in transit (SFTP, TLS for email) and passwords.

Specific technical and organizational measures to ensure the security of the data that is controlled, processed, or transferred by SHI including the following:

Data Protection

SHI uses industry-accepted encryption methods and products to protect customer data and communications during transmissions between a customer's network and the SHI, including encryption for data in transit over public networks and encryption for data at rest.

- **Encryption in Transit**
All data transferred over public networks is encrypted via Secure Sockets Layer (SSL) and HTTPS/Transport Layer Security (TLS).
- **Encryption at Rest**
Data at rest is encrypted using at least AES-256.

Access Control

SHI ensures users are only able to gain access to SHI's network or network services (e.g., file servers and shares, web applications, hosted software as a service "SaaS," etc.) that they have been specifically authorized to use.

SHI ensures the organization has a formal registration and de-registration procedure.

Policies and procedures for approving and setting up user access are documented. Access is based on job role requirements.

Allocation and use of any privileges in SHI's information systems are (i) restricted and controlled, and (ii) allocated on need-to-use basis.

Multifactor authentication (MFA) is enabled for all access to SHI's network via VPN, for access to cloud services, and for privileged accounts to critical applications.

SHI has a password policy that includes enforcement of a variety of password controls including: individual password for accountability, prevention of the re-use of passwords, a mechanism to ensure strong passwords, storage of passwords only in encrypted form, and not displaying passwords on-screen.

Asset Management

SHI assets are tracked and inventoried. All SHI laptops are full disk encrypted and wiped per industry standards when decommissioned.

Change Management

All changes to SHI's information systems follow a change management process and require testing and approval prior to release to production.

Business Continuity and Disaster Recovery

SHI maintains detailed Business Continuity and Disaster Recovery Plans for the restoration of critical processes and operations which includes annual testing of these plans.

Incident Management and Breach Notification

SHI has documented security incident management policies and procedures. SHI will notify a customer within 48 hours, in the event SHI becomes aware of an actual or reasonably suspected unauthorized disclosure of customer data.

Security Training

All employees are provided information security awareness training upon hire and annually thereafter. Training is tracked and monitored for compliance.

Vulnerability Management and Penetration Testing

SHI performs regular scans of its systems to identify vulnerabilities. SHI uses an independent third party to conduct annual penetration testing of SHI's e-commerce website and SHI's internal corporate network.

Patch Management

All applicable, critical vendor-supplied patches are reviewed within a month of release, and all other applicable vendor-supplied patches are reviewed within an appropriate timeframe and no later than three months. Installation of patches will occur after internal patch validation and review of risk. Testing may also occur to ensure patches do not have a negative impact on SHI's Information systems.

Logging and Monitoring

SHI utilizes a centralized log server to monitor and analyze logs for all system components to identify anomalies or suspicious activity. Alerts are generated and sent to SHI's Information Security team for review and investigation.

Intrusion Prevention

SHI monitors its network for unauthorized intrusions using network-based and log-based intrusion prevention mechanisms.

Physical Security

SHI has implemented physical controls in its facilities including key card readers, biometrics, visitor procedures, camera surveillance, and alarms. Physical access to the datacenter is protected with a key card reader and is limited to authorized employees. Visitors to SHI facilities must sign a log-in sheet and be escorted by an employee at all times. Additional datacenter controls include UPS, generators, smoke and heat detection, and a pre-action fire suppression system.

Human Resource Security

- **Employee Handbook**

All employees must read and agree to the company policies, including an Employee Handbook that includes a Code of Ethics, Code of Conduct, and Confidential and Proprietary Information Policy.

- **Acceptable Use Policy (AUP)**

An Acceptable Use Policy outlines requirements around:

- Acceptable use of network access, web browsing and Internet use, personal use, file sharing, streaming media, and blogs;
- Unacceptable use such as prohibited actions, security circumventions, abuse, and copyright infringement; and
- Responsible use of computers and networks.

- **Non-Disclosure Agreement (NDA)**

All employees and contractors must sign a Non-Disclosure Agreement or similar obligations of confidentiality prior to employment ("NDA").



(<https://www.facebook.com/pages/SHI-International-Corp/164409770296612>)



(https://twitter.com/SHI_Intl)



(<https://www.linkedin.com/company/shi-international-corp/>)



(<https://blog.shi.com/>)



(<https://www.youtube.com/user/shicorporation>)



(https://www.instagram.com/shi_intl/)

About SHI (/CustomerServices/SHIMarketing.aspx?ContentID=86768)

Events (/CustomerServices/SHIMarketing.aspx?ContentID=92523)

Careers (/CustomerServices/SHIMarketing.aspx?ContentID=88370)

English

23-094

Discuss FY24 Select Board Budget Recommendations/Public Comment

Victoria Schindler

From: Mike Guzinski
Sent: Thursday, April 6, 2023 3:16 PM
To: Erin T. Underhill; Craig Schultze; Ellen Rosenfeld
Cc: Carol Johnston; Karen Bouret DeMarzo; Victoria Schindler
Subject: FY2024 Updated Budget Documents & ATM Warrant
Attachments: 2024 OPERATING BUDGET_Departmental Submissions_Adjusted_6%_STM Marijuana_Adj New Growth_SB_04.03.2023.pdf; FY24 School Budget Funding Proposal_SB_04.03.2023.pdf; FY2024 Capital Requests_Adjusted_SB_04.03.2023.pdf; Personnel Plan Updates 050323.pdf; FY24 PP Salary Schedule A&B EFF 050323.pdf; DRAFT Millis Spring ATM Warrant 4-4-23.docx

Good afternoon,

All of the attached documents reflect the votes of the Board at your meeting of April 3rd.

- 2024 OPERATING BUDGET-Departmental Submissions_Adjusted_6%_STM Marijuana-Adj New Growth_SB_04.03.2023
- FY2024 Capital Requests_Adjusted_SB_04.03.2023
- FY24 School Budget Funding Proposal_SB_04.03.2023
- Updated Draft of the Spring ATM Warrant (approved as to form by Town Counsel)
- Personnel Plan Updates

Two items of note have come up since you discussed the FY24 Budget and the ATM Warrant at your last meeting.

-The first item is in connection with **Article 4. Supplemental FY24 Budget**

The Finance Committee, at their meeting of April 5th, had discussions in regards to recommending some adjustments to Article 4. The first suggestions was to split **Article 4** into two articles (as outlined below). They also discussed forwarding a request to the Select Board to add language to clarify the intended use of these funds (in red). See proposed articles below:

- **Article 4.** *To see if the Town will vote to transfer from Free Cash the sum of \$538,697 for supplemental funding for the School Department, said supplemental funding being intended to support special education related services for the fiscal year beginning July 1, 2023, or take any other action in relation thereto. (Simple Majority vote required)*
- **Article 5.** *To see if the Town will vote to transfer from the Stabilization Fund the sum of \$400,000 for supplemental funding for the School Department, said supplemental funding being intended to support special education related services for the fiscal year beginning July 1, 2023, or take any other action in relation thereto. (2/3rds vote required)*

I believe that these recommendations have merit and that the Board should consider making these changes at your meeting on Monday.

-The second issue is in regards to the Council on Aging Budget. The current above level service proposal increases the hours of the Director (+4.5), Outreach (+3), and Dispatch (+2), at a cost of approximately \$15,000. One other approach that has been proposed is to create the 35.5 hour/week position of Operations Manager/Outreach. This could be

accomplished by eliminating the current 25 hour/week position of Outreach (current funding \$33,000), and by utilizing the additional \$15,000 in this position (vs. increasing the hours in the other positions). The COA would then have two full time employees to lead the department.

I will discuss both of these items in more detail at your meeting on Monday. You will receive the completed motions for all the articles on Monday.

I will be recommending that the Board vote to approve and sign the Annual Town Meeting Warrant at your meeting on April 10th.

Please let me know if you have any questions.

Thanks,

Mike

FY24 Budget Department SB

	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														
5	SALARIES	\$246,501.20	\$283,942.15	\$304,505.74	\$345,072.04	\$395,007.08	\$372,182.00	-\$22,825.08	-5.8%	\$389,090.32	\$16,908.32			
6	EXPENSES	\$94,128.75	\$80,485.85	\$61,975.92	\$71,485.23	\$159,365.00	\$93,265.00	-\$66,100.00	-41.5%	\$128,865.00	\$35,600.00			
7	TOTAL	\$340,629.95	\$364,408.00	\$366,481.66	\$416,557.27	\$554,372.08	\$465,447.00	-\$88,925.08	-16.0%	\$517,955.32	\$52,508.32	11.28%		
8	FINANCE DIR/ACCOUNTANT													
9	SALARIES	\$241,632.04	\$249,301.00	\$253,131.66	\$263,958.93	\$275,451.50	\$282,342.31	\$6,890.81	2.5%	\$298,378.86	\$16,036.55			
10	EXPENSES	\$6,137.58	\$6,529.43	\$2,639.61	\$4,389.02	\$9,515.00	\$9,515.00	\$0.00	0.0%	\$9,515.00	\$0.00			
11	TOTAL	\$247,769.62	\$255,830.43	\$255,771.27	\$268,347.95	\$284,966.50	\$291,857.31	\$6,890.81	2.4%	\$307,893.86	\$16,036.55	5.49%		
12	ASSESSORS													
13	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			
14	EXPENSES	\$6,600.34	\$7,079.65	\$6,297.32	\$8,213.85	\$37,842.00	\$45,138.00	\$7,295.00	19.3%	\$45,138.00	\$0.00			
15	TOTAL	\$129,860.36	\$127,663.70	\$132,050.14	\$133,433.80	\$174,581.47	\$184,396.00	\$9,814.53	5.8%	\$192,097.20	\$7,701.20	4.18%		
16	TREASURER/COLLECTOR													
17	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	\$16,565.96			
18	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			
19	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	\$16,565.96	5.72%		
20	IT ADMINISTRATION													
21	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			
22	EXPENSES	\$122,543.60	\$147,631.64	\$172,113.33	\$192,708.03	\$259,850.28	\$270,977.00	\$11,126.72	4.3%	\$270,977.00	\$0.00			
23	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	1.40%		
24	TOWN COUNSEL													
25	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			
26	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	0.00%		
27	TOWN CLERK													
28	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			
29	EXPENSES	\$6,367.89	\$6,852.18	\$8,951.61	\$10,908.78	\$17,100.00	\$18,300.00	\$1,200.00	7.0%	\$18,300.00	\$0.00			
30	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	10.37%		

FY24 Budget Department SB

	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	REGISTRARS													
31	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			
32	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			
33	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%		
34														
35	ELECTIONS													
36	SALARIES	\$11,658.10	\$18,284.47	\$18,720.64	\$10,842.84	\$32,192.50	\$45,550.00	\$13,357.50	41.5%	\$37,100.00	(\$8,450.00)			
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			
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			
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			
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			
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			
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	\$4,810.68	\$4,987.58	\$5,144.35	\$5,178.45	\$34.10	0.7%	\$5,264.12	\$85.67			
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			
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			
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)			
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%	\$250,698.24	(\$14,578.76)	-5.50%		

FY24 Budget Department SB

	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			
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			
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														
59	RESERVE FUND													
60	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			
61	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			
62	GENERAL INSURANCE													
63	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			
64	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			
65	EMPLOYEE BENEFITS													
66	EXPENSES	\$4,840,007.89	\$5,143,037.11	\$5,495,989.84	\$5,977,845.81	\$6,410,848.73	\$7,107,202.99	\$696,354.26	10.9%	\$7,123,243.39	\$16,040.40			
67	TOTAL	\$4,840,007.89	\$5,143,037.11	\$5,495,989.84	\$5,977,845.81	\$6,410,848.73	\$7,107,202.99	\$696,354.26	10.9%	\$7,123,243.39	\$16,040.40	0.23%		
68	LINE 1 - GENERAL GOVT	\$6,969,417.19	\$7,470,265.07	\$7,884,931.23	\$8,644,371.63	\$9,325,326.38	\$10,110,619.64	\$785,293.26	8.4%	\$10,216,862.56	\$106,262.92	1.05%		
69														
70	PUBLIC SAFETY													
71	POLICE DEPARTMENT													
72	SALARIES	\$1,779,960.98	\$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			
73	EXPENSES	\$260,203.93	\$243,401.57	\$275,849.61	\$289,452.16	\$315,602.61	\$365,574.12	\$50,971.51	16.2%	\$329,770.00	(\$36,804.12)			
74	TOTAL	\$2,040,164.91	\$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	1.60%		
75	FIRE/RESCUE DEPARTMENT													
76	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)			
77	EXPENSES	\$176,890.25	\$186,568.96	\$234,864.14	\$293,541.72	\$284,600.00	\$334,600.00	\$50,000.00	17.6%	\$323,100.00	(\$11,500.00)			
78	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%	\$2,371,633.08	(\$75,214.80)	-3.07%		

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	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														
2	Department Breakdown													
79	DISPATCH													
80	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			
81	EXPENSES	\$8,496.61	\$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			
82	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%		
83	BUILDING DEPT.													
84	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			
85	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			
86	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%		
87	SEALER W&M													
88	SALARIES	\$3,183.00	\$3,262.92	\$3,345.00	\$3,429.00	\$3,429.00	\$3,497.58	\$68.58	2.0%	\$3,567.53	\$69.95			
89	EXPENSES	\$245.43	\$63.07	\$0.00	\$217.20	\$150.00	\$150.00	\$0.00	0.0%	\$150.00	\$0.00			
90	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%		
91	EMERG MGMT COMM													
92	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			
93	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			
94	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%		
95	ANIMAL CONTROL													
96	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			
97	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			
98	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%		
99	LINE 2 - PUBLIC SAFETY	\$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%	\$5,610,777.79	(\$19,430.95)	-0.35%		
100														
101														

FY24 Budget Department SB

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													
2	Department Breakdown												
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	3.0%	\$16,419,516.78	\$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	-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	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	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	\$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	\$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	\$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	\$69,297.69	20.5%	\$391,595.69	(\$15,000.00)			
118	EXPENSES	\$412,623.16	\$400,348.06	\$389,623.93	\$386,946.43	\$388,271.00	\$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	\$81,377.69	11.2%	\$779,866.69	(\$27,080.00)	-3.36%		
120	STREET LIGHTS												
121	EXPENSES	\$39,969.93	\$37,564.40	\$43,383.52	\$29,350.52	\$38,850.00	\$0.00	0.0%	\$38,850.00	\$0.00			
122	TOTAL	\$39,969.93	\$37,564.40	\$43,383.52	\$29,350.52	\$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	\$65,733.83	11.9%	\$65,733.83	\$0.00			
125	EXPENSES	\$82,307.46	\$83,517.20	\$80,448.12	\$88,734.80	\$92,148.00	\$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	\$11,879.57	7.9%	\$162,781.83	\$0.00	0.00%		

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		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														
2	Department Breakdown													
127	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			
129	EXPENSES	\$210,063.05	\$152,440.09	\$201,093.19	\$236,964.10	\$170,727.00	\$170,727.00	\$0.00	0.0%	\$170,727.00	\$0.00			
130	TOTAL	\$290,066.89	\$205,782.78	\$297,537.00	\$347,448.70	\$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%	\$1,200,547.27	(\$27,080.00)	-2.21%		
132														
133														
134														
135	HEALTH & HUMAN SERVICES													
136	BOARD OF HEALTH													
137	SALARIES	\$115,312.49	\$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			
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			
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%	\$173,516.82	\$18,085.82			
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			
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%	\$183,450.82	\$18,085.82	10.94%		
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			
146	EXPENSES	\$32,992.28	\$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			
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			
148	LINE 6 HLTH/HUMN SERV	\$273,990.99	\$270,837.13	\$288,741.57	\$317,346.56	\$391,365.77	\$372,789.76	-\$18,576.01	-4.7%	\$398,617.10	\$25,827.34	6.93%		
149														

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		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	CULTURE & RECREATION													
150	MEMORIAL DAY													
151	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			
152	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%		
153	LEAGION													
154	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			
155	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%		
156														
157														
158														
159	LIBRARY													
160	SALARIES	\$245,651.02	\$268,378.02	\$270,807.48	\$289,996.37	\$329,301.15	\$308,060.00	-\$20,241.15	-6.1%	\$346,901.02	\$37,841.02			
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	7.86%		
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			
165	EXPENSES	\$0.00	\$0.00	\$9,997.97	\$8,649.33	\$58,798.30	\$55,798.00	-\$2,000.30	-3.4%	\$58,798.00	\$2,000.00			
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			
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			
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	\$471,863.12	\$522,337.02	\$700,472.15	\$637,624.00	-\$62,848.15	-9.0%	\$718,131.62	\$80,507.62	12.63%		

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		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														
2	Department Breakdown													
175	DEBT SERVICE													
177	PRINCIPAL	\$1,146,920.00	\$2,192,800.50	\$2,210,933.00	\$2,256,472.67	\$2,272,452.67	\$2,260,452.67	-\$12,000.00	-0.5%	\$2,260,452.67	\$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%		
180	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%		
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%		
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	1.41%		0
183														
184														
185	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	1.41%		
186	DISCRETIONARY	\$22,612,425.06	\$23,656,450.79	\$24,834,858.96	\$26,477,761.76	\$28,345,938.26	\$29,031,990.38	\$686,052.12	2.4%	\$29,596,910.00	\$564,919.62	1.95%		
188	NON-DISCRETIONARY** Includes General Insurance, Benefits, Tri-County & Debt	\$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	0.13%		
189		\$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	1.41%		
190														
191	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	0.36%		25.83%
192	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			\$42,373,356.87				76.58%
193		\$1,241,690.81	\$539,419.80	\$38,708.06	\$356,213.82	\$2,008.43	-\$123,806.56			\$0.00				
194														
195														
196	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			\$43,569,884.00				
197	Free Cash	-\$344,176.00	-\$628,144.00	-\$407,188.00	-\$708,594.00	-\$306,425.75	-\$1,163,680.71			-\$658,914.13				
198	State Aid Offset	-\$491,040.00	-\$456,978.00	-\$466,645.00	-\$517,824.00	-\$433,149.00	-\$387,613.00			-\$387,613.00				
199	Overlay	-\$105,000.00	-\$105,000.00	-\$105,000.00	-\$105,000.00	-\$150,000.00	-\$150,000.00			-\$150,000.00				
200	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			\$42,373,356.87				
201														
202														
203	Total Budget including State Aid Offset & Overlay	\$31,850,654.19	\$35,593,715.20	\$36,847,812.94	\$38,936,763.18	\$41,040,631.82	\$42,330,009.85			\$42,910,969.87				
204														
205	Town Budget				\$9,186,607.56	\$9,655,721.49	\$10,150,837.42		5.1%	\$10,300,883.95				
206	School Budget				\$17,291,154.22	\$18,690,216.77	\$18,881,152.96		1.0%	\$19,296,026.06				
207														
208	Town Budget Increase FY24						\$495,115.93			\$645,162.46				
212	School Budget Increase FY24									\$605,809.29				
213														
214	Total Budget including State Aid Offset & Overlay & Free Cash	\$32,194,830.19	\$36,221,859.20	\$37,255,000.94	\$39,645,357.18	\$41,347,057.57	\$43,493,690.56							

FY24 School Budget Funding

FY24 School Funding Proposal		
School FY23 Base Budget	\$	18,154,955
6% Increase	\$	1,089,297
School FY24 Base Budget	\$	19,244,252
School Marijuana Funds TM May	\$	51,774
School FY24 General Fund Budget	\$	19,296,026
Additional FY24 School Funding		
Free Cash	\$	538,697
Stabilization	\$	400,000
Add'l School Funding FY2024	\$	938,697
Total FY24 School Funding Proposed	\$	20,234,723

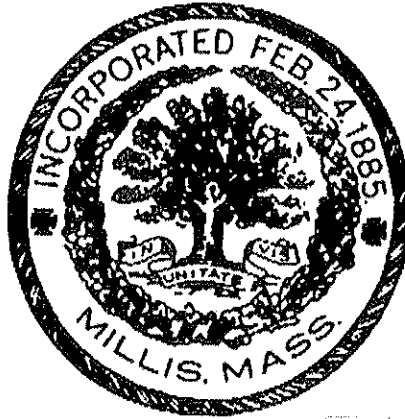
Other Funding Sources	Description	Amount	General Fund	Water	Sewer	Stormwater
Article 34 STM May 9, 2016	FY17 School Air Testing Costs Clyde Brown	\$ 6,900	\$ 6,900			
Article 9, FTM Nov 5, 2018	MS/HS Library Floor Replacement	\$ 30,515	\$ 30,515			
Article 12, STM May 13, 2019	MS/HS Locker Replacement	\$ 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 Millis 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	Irving 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
	Free Cash/Retained Earnings Funds Needed	\$ 391,536	\$ 43,606	\$ 178,704	\$ 153,427	\$ 15,798

23-095

Vote to Open Annual Town Meeting Warrant

23-096

Discuss, Add &/or Remove Warrant Articles



May 3, 2023

**ANNUAL
TOWN MEETING WARRANT MOTIONS
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 MOTIONS LIST

1. Unpaid Bills
2. FY23 Additional Wages and Expenses
3. FY24 Operating Budget
4. Supplemental FY24 Budget
5. SEIU #888, Firefighters Local #4704, AFSCME Council 93 Local #1301 Contract Ratifications
6. Sewer Enterprise Fund
7. Water Enterprise Fund
8. Stormwater Enterprise Fund
9. Consent Agenda:
 - Amendments to Personnel Plan
 - Board of Health Appointing Authority
 - Revolving Funds
 - Community Preservation Fund
10. Community Preservation Open Space/Recreation Reserve Fund - Oak Grove Farm Trail Improvement
11. Capital Items
12. New Bus Lease for Schools – Year One
13. New Police Cruiser Lease – Year One
14. Establish Millis Net Zero Goal
15. Amend Plastic Bag Reduction Bylaw
16. Unemployment Insurance
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 **\$8,235.59** to pay the following **unpaid bills** incurred by Town departments from previous fiscal year(s), or take any other action in relation thereto.

Department	Vendor	Amount
Building	WB Mason	\$627.40
DPW-General	WB Mason	\$459.40
DPW-General	Eversource	\$336.64
Weights & Measures	J. Allshouse – Mileage Reimbursement	\$46.80
Weights & Measures	J. Allshouse – Expense Reimbursement	\$140.87
DPW-Sewer	Eversource	\$71.21
DPW-Water	Clean Harbors Environ.	\$6,503.92
DPW-Water	Eversource	\$49.35
	Total	\$8,235.59

(Submitted by The Select Board)
4/5ths 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)
2/3rds Majority if stabilization funds used

ARTICLE 4. To see if the Town will vote to transfer from Free Cash the sum of \$538,697, and to transfer from the Stabilization Fund the sum of \$400,000, for a total sum of \$938,697, for supplemental funding for the School Department for the fiscal year beginning July 1, 2023, or take any other action in relation thereto.

(Submitted by The Select Board)
2/3rds Majority

ARTICLE 5. 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 6. 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 7. 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 8. 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 9. 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: \$8,377.50 CPC Salary Account: \$8,377.50 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 10. To see if the Town will vote to transfer the sum of **\$35,000 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 11. To see if the Town will vote to raise and appropriate or transfer from available funds the sum of **\$658,757 to fund the following capital items:**

Department	Capital Item	Amount
DPW	Dump Truck with Plow & Sander	\$95,527
DPW	Heavy Duty 10 Ton Trailer	\$23,000
Library	Library Building Repairs	\$30,500
School	Wireless Upgrade	\$68,000
Sewer Enterprise	FY24 Infiltration & Inflow Investigation	\$137,630
Water Enterprise	Well #3 PFAS Final Design	\$272,900
Water Enterprise	Chlorine/PH Analyzer Replacement	\$31,200
Total		\$658,757

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 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 **\$614,605 for the lease/purchase of up to six Buses for the Millis Schools**, or take any other action in relation thereto.

(Submitted by the School Committee)
2/3rds Majority

ARTICLE 13. 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 **\$66,911 for the lease/purchase(s) of one Police Cruiser**, or take any other action in relation thereto.

(Submitted by Select Board)
2/3rds Majority

ARTICLE 14. To see if the Town will vote to 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 Millis' Climate Goal by developing a Net Zero Action Plan by March 2024 that outlines specific strategies and sets measurable, attainable and realistic interim targets aligned with State and Federal goals, roadmaps and incentives; or take any other action related thereto.

(Submitted by the Millis Energy Committee)

Simple Majority

ARTICLE 15. 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 16. 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 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. By Petition

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 the 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 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 RGF allow for hazardous exposures.

2020 A bipartisan New Hampshire Commission issued its report on health and environmental effect 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 of Ethics

2021 The United States Court of Appeals for the District of Columbia Circuit Court 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, impact to children, testimony of people injured by wireless radiation, and impacts to wildlife and the environment.

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

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

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

(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

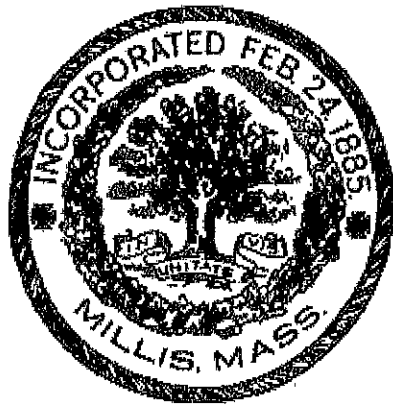
Craig W. Schultze, Vice-Chair

Ellen Rosenfeld, Clerk

A True Copy, Attest

Lisa J. Hardin, Town Clerk

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



TOWN OF MILLIS PERSONNEL PLAN

***SCHEDULE D ADOPTED BY BOARD OF SELECTMEN OCTOBER 24, 2011**

***SCHEDULES A, B, & C ADOPTED BY TOWN MEETING NOVEMBER 7, 2011**

Amended at Town Meeting 5-12-14

Amended at Town Meeting 6-8-15

Amended at Town Meeting 11-2-15

Amended at Town Meeting 11-10-22

**TOWN OF MILLIS
PERSONNEL PLAN
SCHEDULE C
EMPLOYEE BENEFITS**

HEALTH INSURANCE

All eligible employees are entitled to participate in the health insurance programs offered by the Town. Eligibility is in accordance with these policies, M.G.L. c.32B and various federal laws. Employees must comply with notice requirements regarding dependents and selection of benefits.

BASIC LIFE INSURANCE

The Town will offer a basic life insurance policy for all eligible employees at the time of initial employment.

CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT

The Town will comply with the Consolidated Omnibus Budget Reconciliation Act (COBRA) which requires employer-sponsored group medical plans to allow covered employees and their dependents to elect to have their current medical coverage continued at the employee and dependents' expense, at group rates, following a qualifying loss of coverage.

RETIREMENT

Employees who are hired to work twenty hours or more per week throughout the year (1,040 hours) shall be required to join the Norfolk County Retirement System. Contribution rates and eligibility is further defined within M.G.L. c.32.

Employees who are not required or eligible to contribute to the Norfolk County Retirement System will be required to contribute to an Omnibus Budget Reconciliation Act (OBRA) account.

LONGEVITY

Employees are eligible for longevity payments based on the completion of years of service to the Town as follows:

At completion of five years	\$750 per year
At completion of 10 years	\$850 per year
At completion of 15 years	\$950 per year
At completion of 20 years	\$1050 per year

At completion of five years	\$900 per year
At completion of 10 years	\$1,000 per year
At completion of 15 years	\$1,100 per year
At completion of 20 years	\$1,200 per year

The Town will comply with the provisions of the Small Necessities Leave Act which mandates that employers permit eligible employees to take up to a total of 24 hours of unpaid leave within a rolling 12-month period.

The SNLA permits an employee leave for the following purposes:

- To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as a parent-teacher conference or interviewing for a new school.
- To accompany a son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services relating to the elder's care, such as interviewing at nursing or group homes.

The 24 hours may be taken within the 12-month calendar year period and the time may be taken on an intermittent (i.e., 2 hours to attend a parent-teacher conference) or reduced-time schedule.

An employee is required to provide his/her department with seven (7) days' notice of the need for the leave if the leave is foreseeable. If the necessity for the leave is not foreseeable, the employee is required to provide notice of the leave as soon as practicable.

The law provides for an unpaid leave. An employee may elect to use any available accrued vacation, personal or sick leave benefits provided the use of such time is in accordance with the employer's leave policies.

An employer may require the employee to substitute any of the employee's paid vacation leave, personal leave or sick leave for the leave provided for by the SNLA. A department head may require that written certification or documentation support a request for leave under this act.

PARENTAL LEAVE

The Town will provide leave in accordance with Massachusetts General Laws, Chapter 149, Section 151B, Section 11A. Leave will run concurrently with the Town of Millis Family Medical Leave as outlined in policy.

SICK LEAVE

A. Employees shall accrue sick leave with pay at the rate of .0577 per hour for each hour of actual service cumulative to ~~150~~ 180 days. Sick leave accrual will be adjusted for periods of Worker's Compensation.

B. Sick leave may only be used when an employee is unable to work because of illness or other physical incapacity; however, such time may be granted with the approval of the department head when serious illness in an employee's immediate family as defined by the FMLA, or household requires his or her presence. Such family or household member sick leave usage will be capped at the equivalent of five days per year.

C. Sick leave will not be granted unless the employee or a representative notifies the appropriate supervisor.

D. The Town Administrator reserves the right to request a doctor's note verifying the need for sick leave after three (3) consecutive days of sick leave use, or if the Town observes a pattern of abuse of sick leave. It shall do so in writing with a reason for said request.

E. Employees who have sick leave credits and who are injured on the job and receive Worker's Compensation shall, on request, be paid such sick leave payments so that, when added to Worker's Compensation payments, it will result in the payment of their full salary in accordance with the provisions of Chapter 152, M.G.L. The total dollar value of such sick leave payments shall be computed to its equivalent and charged against sick leave credits accordingly. In no case shall an employee receive total compensation in excess of full pay.

F. **Sick Leave Buy Back.** Upon Retirement only, an employee shall be entitled to a sick leave buy back lump sum payment equal to one quarter of his or her unused accumulated sick leave, provided that such payment does not exceed ~~\$2,500.00~~ **\$2,800.00**

SICK LEAVE BANK

A Sick Leave Bank for use by eligible employees shall be established, subject to the following terms and conditions:

The Sick Leave Bank is designed for use by employees who are undergoing a prolonged illness or disability and who intend to return to work immediately after the prolonged illness or disability. Prolonged disability or illness is construed to be an absence of twenty (20) consecutive working days or more.

The Sick Leave Bank shall maintain a maximum of one hundred fifty (150) days. Any unused days remaining in the Sick Leave Bank will be carried forward to be used in subsequent years.

To be eligible for the benefits of the Sick Leave Bank, an employee must donate to the Bank one (1) day or one (1) pro rata day from accumulated sick leave by August 1st of each fiscal year, except or in the case of a new employee, within seven (7) months of his/her first workday. The total contribution per employee per year shall not exceed two (2) days. If no days from the bank are used each year the contributed days shall be returned to the contributing employees' balance. If some days are used from the bank, the remaining days above 150 at year end shall be returned to the employees on a proportionate basis based on number of days donated.

To be eligible for Sick Leave Bank benefits, the applicant must have accumulated at the beginning of the prolonged illness twenty percent (20%) of the maximum accumulated sick days available to the employee since the beginning of his/her employment. Further, the employee must have exhausted his/her accumulated sick days during the prolonged illness or disability before being eligible for Sick Leave Bank benefits.

Employees using the benefits of the Sick Leave Bank must sign a Sick Leave Agreement in which they state their intent to return to service immediately after the prolonged illness or disability for a minimum of the length of the Leave and to meet all terms of the regulations. Default of this signed Agreement for

- C. Any non-exempt employee who is assigned to work on a holiday shall receive straight time compensation for the hours actually worked in addition to holiday pay.
- D. If a holiday falls on a regular day off or during a vacation period, the employee shall be granted another day off at a time mutually agreeable to the employee and the department head. If such a day off cannot be granted, the employee, subject to the approval of the department head, shall be paid a day's pay in lieu thereof.
- E. If a holiday falls on a Saturday, Friday will be celebrated as the holiday. If a holiday falls on a Sunday, Monday will be celebrated as a holiday.
- F. These provisions shall apply only to shifts regularly scheduled to start within the twenty-four (24) hour period of the holiday and shall not apply to regularly scheduled shifts, which start prior to and run into the holiday period.

VACATION LEAVE

- A. The use of earned vacation time must be requested through the employee's supervisor and is subject to the supervisor's approval.
- B. Vacation requests will not be arbitrarily denied but will depend on departmental workload, available staffing, and other operational considerations. In the event of a dispute between the department head and the employee relative to scheduling vacation time, the Town Administrator shall make the final decision.
- C. Vacation is granted on the employees anniversary date according to the following schedule:
- | | |
|---------------------|----------|
| Upon completion of: | Granted: |
| 1-4 years | 10 days |
| 5-9 years | 15 days |
| 10-14-years | 20 days |
| 15 years | 25 days |
- D. Deleted 5-12-14
- E. At the time of appointment, the Town Administrator may grant a higher vacation accrual rate. (*For purposes of this provision only, future vacation allotments shall be granted assuming the employee has the amount of earned employment time associated with the amount of vacation granted at time of hire and shall continue forward in the schedule assuming that earned employment time.) At the time of appointment, new employees will accrue vacation time in the first year and are eligible to use up to one week of vacation time between six months and one year of employment.
- F. Employees may only carry over a maximum of ~~ten (10)~~ fifteen (15) earned vacation days from one anniversary year to the next. Any earned vacation time in excess of ~~ten (10)~~ fifteen (15) days that remains on the employee's anniversary date will be lost.

SCHEDULE A FY2024

5/3/23 Effective Date
SCHEDULE A - CLASSIFICATION PLAN
Weekly Salary and Stipends

[illegible][illegible]

SCHEDULE A FY2024

5/3/23 Effective Date
SCHEDULE A - CLASSIFICATION PLAN
Weekly Salary and Stipends

GRADE POSITION

SCHEDULE B FY24

APPOINTED SPECIALS

EMERG-MGMT-DIR. (in Fire Chief Contest)	\$		PER	YEAR	CLASS B MOTOR VEHICLE OPERATOR	\$	1,164.00	PER	YEAR
EMERG-MGMT-CLERICAL	\$		PER	YEAR	DIR. VETERANS SERVICES	\$	18,727.00	PER	YEAR
SEALER WEIGHTS MEASURE	\$	3,568	PER	YEAR	ELECTION WORKER-CENSUS TAKER		STATE MIN. WAGE		
PART-TIME IT-ADMINISTRATOR	\$		PER	HOUR	ON-CALL LIBRARY ASSISTANT		GRADE 2 STEP 1 OF SEIU CONTRAC		
ABST-DATA-PRG-MANAGER	\$		PER	YEAR	RESERVE POLICE DETAIL RATE		POLICE UNION CONTRACT RATE		
CERTIFIED WATER OPERATOR I		\$1,552.00	PER	YEAR	DPW SEASONAL WORKER		STATE MIN. WAGE		
CERTIFIED WATER OPERATOR II		\$1,941.00	PER	YEAR	LIBRARY PAGE		STATE MIN. WAGE		
ZONING BOARD OF APPEALS ASSISTANT		\$4,215.00	PER	YEAR	BOARD OF REGISTRARS -CHAIR	\$	386.00	PER	YEAR
ZONING BOARD OF APPEALS MEMBER	\$	178.00	PER	YEAR	BOARD OF REGISTRARS MEMBER	\$	119.00	PER	YEAR
RESPIRE CARE PROGRAM MANAGER	\$	21.45	PER	HOUR	SNOW CONTRACTOR 7AM-6PM	\$	24.69	PER	HOUR
RESPIRE CARE ACTIVITIES COORDINATOR		STATE MIN. WAGE			SNOW CONTRACTOR NIGHTS, WEEKEND	\$	37.04	PER	HOUR
COA VAN DRIVER		STATE MIN. WAGE			SNOW MANAGEMENT STIPEND	\$	3,783.00	PER	YEAR
COA DISPATCHER	\$	16.66	PER	HOUR	SNOW-MANAGEMENT-STIPEND-AFTER-12-STORMS	\$	1,204.00	PER	YEAR
PLANNING BOARD-MEMBER	\$	66.24	PER	YEAR	BOARD OF ASSESSORS MEMBER	\$	360.00	PER	YEAR
FINANCE COMMITTEE ASSISTANT	\$	8,823.00	PER	YEAR	DEPUTY ANIMAL CONTROL WEEKEND COVERAGE	\$	100.00	PER	DAY
STATE MINIMUM WAGE EFFECTIVE 1/1/2023		\$15.00			DEPUTY ANIMAL CONTROL WEEKNIGHT COVERAGE	\$	25.00	PER	NIGHT

SCHEDULE A FY2024

5/3/23 Effective Date
SCHEDULE A - CLASSIFICATION PLAN
Weekly Salary and Stipends

GRADE	POSITION	STEP									
		1	2	3	4	5	6	7	8	9	10
17	DIRECTOR OF PUBLIC WORKS FLSA EXEMPT	\$ 2,325.50	\$ 2,385.02	\$ 2,446.18	\$ 2,509.03	\$ 2,573.53	\$ 2,637.62	\$ 2,703.80	\$ 2,771.21	\$ 2,840.29	\$ 2,911.46
16	ASSISTANT TOWN ADMINISTRATOR/HR MGR. FLSA EXEMPT	\$ 2,099.46	\$ 2,141.44	\$ 2,184.27	\$ 2,227.96	\$ 2,272.52	\$ 2,317.97	\$ 2,364.33	\$ 2,411.61	\$ 2,459.85	\$ 2,509.04
15	VACANT										
12	VACANT										
11	COA DIRECTOR FLSA EXEMPT	\$1,338.79	\$1,370.00	\$1,400.39	\$1,432.43	\$1,463.23	\$1,498.17	\$1,529.68	\$1,566.35	\$1,599.61	\$1,636.73
9C*	PLUMBING&GAS INSPECTOR ELECTRICALINSPECTOR	\$6,697.00	annual stipend plus \$40 per inspection	annual stipend plus \$40 per inspection							
		\$6,697.00	annual stipend plus \$40 per inspection	annual stipend plus \$40 per inspection							
8A*	ALTERNATE BUILDING COMMISSIONER DEP. PLUMB/GAS INSPECTOR 1 DEP. PLUMB/GAS INSPECTOR 2 DEP. ELECTRICAL INSPECTOR 1 DEP. ELECTRICAL INSPECTOR 2 LOCAL BUILDING INSPECTOR	\$13,096.00	annual stipend plus \$40 per inspection	annual stipend plus \$40 per inspection							
		\$641.00	annual stipend plus \$40 per inspection	annual stipend plus \$40 per inspection							
		\$641.00	annual stipend plus \$40 per inspection	annual stipend plus \$40 per inspection							
		\$641.00	annual stipend plus \$40 per inspection	annual stipend plus \$40 per inspection							
		\$641.00	annual stipend plus \$40 per inspection	annual stipend plus \$40 per inspection							

HOURLY GRADE	POSITION	1	2	3	4	5	6	7	8	9	10
4	DISPATCHER/PART TIME	\$20.07	\$20.53	\$21.03	\$21.49	\$21.97	\$22.48	\$22.98	\$23.50	\$24.03	\$24.58
PS9	DEPUTY FIRE CHIEF/EMT* Captain Annual Stipend \$1628.00 Paid June/December	\$34.61	\$35.37	\$36.19	\$36.96	\$37.83	\$38.65	\$39.54	\$40.43	\$41.34	\$42.25
PS8	Building Department Assistant (8 hours/week)	\$21.54	\$21.97	\$22.41	\$22.86	\$23.32	\$23.79	\$24.27	\$24.76	\$25.26	\$25.77
PS6	VACANT										
PS4	VACANT										
PS2	FIREFIGHTER/EMT FF Annual Stipend \$620 Paid June/December	\$22.42	\$22.93	\$23.28	\$23.95	\$24.48	\$25.03	\$25.60	\$26.15	\$26.74	\$27.37
PS2	PERM. INTER. POLICE OFFICER LOOKUP KEEPER EMT Annual Stipend \$1223.00 Paid June/December	\$21.76	\$22.24	\$22.58	\$23.27	\$23.79	\$24.31	\$24.85	\$25.42	\$25.97	\$26.56

5/3/23 Effective Date
SCHEDULE A - CLASSIFICATION
Weekly Salary and Stipend

GRADE	POSITION	PER	YEAR	PER	YEAR	PER	YEAR
SCHEDULE B FY24							
APPOINTED SPECIALS							
\$	EMERG-MGMT DIR. (in Fire Chief Certificate)	PER	YEAR	PER	YEAR	\$ 1,164.00	PER
\$	EMERG-MGMT DIR. (in Fire Chief Certificate)	PER	YEAR	PER	YEAR	\$18,727.00	PER
\$	SEALER WEIGHTS MEASURE	PER	YEAR	PER	YEAR	STATE MIN. WAGE	PER
\$	PART-TIME IT ADMINISTRATOR	PER	YEAR	PER	YEAR	STATE MIN. WAGE	PER
\$	ASST. DATA PROG-MANAGER	PER	YEAR	PER	YEAR	STATE MIN. WAGE	PER
\$	CERTIFIED WATER OPERATOR I	PER	YEAR	PER	YEAR	\$1,562.00	PER
\$	CERTIFIED WATER OPERATOR II	PER	YEAR	PER	YEAR	\$1,941.00	PER
\$	ZONING BOARD OF APPEALS: ASSISTANT	PER	YEAR	PER	YEAR	\$4,215.00	PER
\$	ZONING BOARD OF APPEALS: MEMBER	PER	YEAR	PER	YEAR	178.00	PER
\$	RESPITE CARE PROGRAM MANAGER	PER	YEAR	PER	YEAR	21.45	PER
\$	RESPITE CARE ACTIVITIES COORDINATOR	PER	YEAR	PER	YEAR	STATE MIN. WAGE	PER
\$	COK VAN DRIVER	PER	YEAR	PER	YEAR	STATE MIN. WAGE	PER
\$	COK DISPATCHER	PER	YEAR	PER	YEAR	16.66	PER
\$	PLANNING BOARD MEMBER	PER	YEAR	PER	YEAR	66.24	PER
\$	FINANCE COMMITTEE ASSISTANT	PER	YEAR	PER	YEAR	8,823.00	PER
\$	STATE MINIMUM WAGE EFFECTIVE 11/1/2023	PER	YEAR	PER	YEAR	\$15.00	PER

23-097

Vote to Approve, Close, and Sign 5/3/23 ATM Warrant

23-098

Vote to Approve and Sign 5/8/23 Town Election Warrant

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH**

NORFOLK, SS

To either of the Constables of the Town of Millis

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of the Town who are qualified to vote in the Annual Town Election to vote at

PRECINCT I, PRECINCT II, AND PRECINCT III

VETERANS MEMORIAL BUILDING

on **MONDAY**, the **EIGHTH DAY OF MAY 2023**, FROM 7:00 A.M. TO 8:00 P.M. for the following purpose:

To cast their votes in the Annual Town Election for the candidates for the following offices:

MODERATOR.....for one year
TOWN CLERK.....for three years
SELECT BOARDfor three years
SCHOOL COMMITTEE (2)for three years
BOARD of HEALTH for three years
LIBRARY TRUSTEE for three years
PLANNING BOARD for five years
CONSTABLE (2)for three years

Given under our hands this 10th day of April 2023.

SELECT BOARD OF THE TOWN OF MILLIS:

Erin T. Underhill, Chair

Craig W. Schultze, Vice-Chair

Ellen Rosenfeld, Clerk

A True Copy Attest:

POSTED IN FOUR PUBLIC PLACES

Town Clerk

Helen R. Kubacki, Constable

Dated: _____