



# TOWN OF MILLIS

Peter C. Jurmain, *Acting Chair*  
Erin T. Underhill, *Acting Vice Chair*  
Craig W. Schultze, *Acting Clerk*

## OFFICE OF THE SELECT BOARD

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

Michael J. Guzinski  
Town Administrator  
[mguzinski@millisma.gov](mailto:mguzinski@millisma.gov)

Karen M. Bouret DeMarzo  
Operations Support Manager  
[kbouret@millisma.gov](mailto:kbouret@millisma.gov)

### SELECT BOARD MEETING AGENDA MONDAY, MAY 17, 2021; 6:30 PM

STATE OF EMERGENCY DECLARATION EFFECTIVE 3/30/20 UNTIL FURTHER NOTICE

TOWN HALL IS CLOSED BUT THIS MEETING WILL BE BROADCAST LIVE ON:  
VERIZON CHANNEL 38, COMCAST CHANNEL 11

ZOOM LINK [HTTPS://US02WEB.ZOOM.US/J/8526387223](https://us02web.zoom.us/j/8526387223)

|        | Topic   | Time           | Speaker                      |
|--------|---|----------------|------------------------------|
| I.     | <b>Call to Order</b>  | <b>6:30 PM</b> | <b>Acting Chair</b>          |
| II.    | <b>Announcements</b><br>Fairy House Exhibit<br>Town Hall Offices Open to Walk-in Business |                |                              |
| III.   | <b>Open Session Scheduled Appointments &amp; Hearings</b>                                 |                |                              |
| 21-133 | Reorganization of the Board   | 6:35 PM        | Acting Chair                 |
| 21-134 | Memorial Day Proclamation   | 6:40 PM        | Acting Clerk                 |
| 21-135 | Appointment of Recruit On Call Firefighters   | 6:45 PM        | Chief Barrett<br>M. Guzinski |
| 21-136 | Appointment of IT Specialist  | 6:50 PM        | M. Guzinski                  |
| 21-137 | Hearing Continuance: Stormwater/Land Disturbance 326 Orchard Street                       | 7:00 PM        | D. Merrikin<br>M. Recos      |
| 21-138 | Appointment of Heavy Equipment Operator for the DPW                                       | 7:30 PM        | J. McKay<br>M. Guzinski      |
| IV.    | <b>Open Session Agenda Items</b>  |                |                              |
| 21-139 | Discuss Next Steps for the Town's Purchase of the Braun Property Village Street           |                | Acting Chair                 |
| 21-141 | Approval of COA Rockin' Rolling 50's Event  |                | K. Bouret                    |
| 21-142 | Review/Approval of Innovex Contract – Copiers   |                | M. Guzinski                  |
| 21-143 | Discuss FY22 Select Board Goals   |                | Acting Chair                 |
| 21-144 | Board/Committee Liaison Update  |                | Chair                        |
| 21-145 | Approval of Water/Sewer Commitment  |                | M. Guzinski                  |



## Announcements

# *Fairy House Exhibit Week*



Come enjoy the creativity of the Millis Girl Scouts' Fairy houses on Town Hall Lawn

**June 6th - June 12th**

Masks are required.

Suggested admission is one non perishable item per person to be donated to the Millis Food Pantry.

*Please use the marked container for food donations.*

**Looking for a way to entertain the kids outside to take in some fresh air and burn off some surplus energy?**

Print out the The Fairy House Scavenger Hunt and enjoy the Millis Girl Scouts' fairy houses!





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# Veterans Memorial Building Operations Effective Tuesday, 5/11/21

POSTED ON: MAY 10, 2021 - 3:25PM



Effective Tuesday, May 11th the Veterans Memorial Building Town Offices will be open for walk-in business for the public.

Operational office hours remain unchanged as listed below:

- Monday 8:30am-7:30pm
- Tuesday 8:30am-4:30pm
- Friday 8:30am-12:30pm

In keeping with guidelines issued by the Massachusetts Department of Public Health and in consultation with the Millis Board of Health, certain safety measures will remain in place. These include:

- Mandatory use of face masks by all visitors (NO exceptions)
- Social distancing of a minimum of 6'-0"
- Limitation of one visitor/customer per municipal office at a time
- Use of gymnasium is limited to events coordinated through the Recreation Department with proper approval
- Meeting rooms remain closed to the public at this time
- All public meetings will continue to be held through the ZOOM platform at this time

These procedures will be revisited by Town officials on an ongoing and regular basis.

Thank you for your understanding and cooperation in adhering to these safety protocols.

Office of the Select Board & Town Administrator

Town of Millis • 900 Main Street, Millis, MA 02054 • Phone: (508)  
376-7040

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21-133

Reorganization of the Board

21-134

Memorial Day Proclamation

## Karen Bouret

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**From:** markslayton@comcast.net  
**Sent:** Thursday, May 13, 2021 8:32 PM  
**To:** John Moore; Pete Jurmain; Karen Bouret; 'Bob Yeager'  
**Subject:** RE: Memorial Day Events?

Greetings all,



I wasn't at today's meeting at the Legion, but hopefully have received the "low down" for sequence of Memorial Day events. We will be having breakfast for all Participants as usual at 8:00. A small group will then go to the cemetery Veterans section for a commemoration. Then to the Town Hall for the main ceremony at 10AM. As for the reading of the town and state proclamations I believe that is being worked out as well as the sequence of events on the program. Pete – I understand that you were at the Legion this morning so have a handle on what the plan is. John – at some point, you Bob Yeager and I can sit down for a brief meeting to go over details.

Best regards,

Mark

**From:** John Moore <jmoore@millisma.gov>  
**Sent:** Wednesday, May 12, 2021 3:21 PM  
**To:** Pete Jurmain <Pete.Jurmain@millisma.gov>; Karen Bouret <kbouret@millisma.gov>; Mark Slayton <markslayton@comcast.net>; Bob Yeager <bobandcarolyeager@verizon.net>  
**Subject:** Re: Memorial Day Events?

Karen and Pete,

I have not received any sequence of events for the event but there is a plan. I am working with the Legion and I know there will be a small ceremony at the cemetery (9:30 am) followed by another public ceremony at the Town Hall (10:00am).

Tomorrow, the Legion will meet on the event during their "coffee talk"; however, I will not be able to attend because I will be teaching. I hope to meet with either Mark or Bob in the near future to get their "download" and so I can give Madeline a script and be able to brief the town administration.

My apologies on not having this information so close to the holiday.

Respectfully,

John Moore  
Major, USMC (Ret)  
Veteran Services Officer  
Town of Millis  
508-376-7059

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**From:** Pete Jurmain <[Pete.Jurmain@millisma.gov](mailto:Pete.Jurmain@millisma.gov)>  
**Date:** Wednesday, May 12, 2021 at 3:02 PM



## PROCLAMATION

*Whereas, Memorial Day, originally called Decoration Day, is a day of remembrance for those who have died in service of the United States of America. Over two dozen cities and towns claim to be the birthplace of Memorial Day. While Waterloo N.Y. was officially declared the birthplace of Memorial Day by President Lyndon Johnson in May 1966, it's difficult to prove conclusively the origins of the day.*

*Whereas, regardless of the exact date or location of its origins, one thing is clear – Memorial Day was borne out of the Civil War and a desire to honor our dead. It was officially proclaimed on 5 May 1868 by General John Logan, national commander of the Grand Army of the Republic, in his General Order No. 11. "The 30th of May, 1868, is designated for the purpose of strewing with flowers, or otherwise decorating the graves of comrades who died in defense of their country during the late rebellion, and whose bodies now lie in almost every city, village and hamlet churchyard in the land," he proclaimed. The date of Decoration Day, as he called it, was chosen because it wasn't the anniversary of any particular battle.*

*Now, Therefore, Be It Resolved that the Millis Select Board do hereby proclaim Monday, the 31st day of May 2021 as Memorial Day in the Town of Millis, and urge all citizens of this community to join us in support of Memorial Day.*

*Respectfully,*

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*Name, Chair*

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*Name, Vice Chair*

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*Name, Clerk*

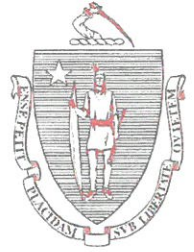
21-135

Appt. of On Call Firefighters



# Millis Fire/Rescue

885 Main Street  
Millis, Massachusetts 02054  
Phone: 508-376-2361  
Fax: 508-376-4339



Richard Barrett  
*Chief*

Andrew Hladick  
*Deputy Chief*

To: Mike Guzinski  
Reg; New Call Members  
Date: May 13, 2021

Mr. Guzinski,

In an effort to restore our Call Department personnel, I am requesting that you appoint 5 new call recruits and 1 new call member. With the promotion of many of our call members to fulltime along with several retirements our call personnel numbers are very low. We advertised for call members, held 2 rounds of interviews, conducted a physical agility test and selected the following 6 candidates.

Tyler Laracy is already a fulltime firefighter in Stoughton, he will have a small amount of training and be ready to respond to emergencies. He is also a Certified Paramedic with 5 years of experience. I am requesting that you appoint him as a Call Firefighter.

- CORI
- Employment Package
- Background Check
- Physical

The remaining 5 appointments would be as Recruit Call Firefighters. These members would have to complete our recruit program and become certified Firefighter I/II from the Mass Fire Academy.

|                |  |  |  |                                   |
|----------------|--|--|--|-----------------------------------|
| Sean Marrier   | <input checked="" type="checkbox"/> CORI | <input checked="" type="checkbox"/> Employment Package | <input checked="" type="checkbox"/> Background Check | <input type="checkbox"/> Physical |
| Nick Cutone    | <input checked="" type="checkbox"/> CORI | <input checked="" type="checkbox"/> Employment Package | <input checked="" type="checkbox"/> Background Check | <input type="checkbox"/> Physical |
| Jake Munger    | <input checked="" type="checkbox"/> CORI | <input checked="" type="checkbox"/> Employment Package | <input checked="" type="checkbox"/> Background Check | <input type="checkbox"/> Physical |
| Brandon Greene | <input checked="" type="checkbox"/> CORI | <input checked="" type="checkbox"/> Employment Package | <input checked="" type="checkbox"/> Background Check | <input type="checkbox"/> Physical |
| Kyle Mee       | <input checked="" type="checkbox"/> CORI | <input checked="" type="checkbox"/> Employment Package | <input checked="" type="checkbox"/> Background Check | <input type="checkbox"/> Physical |

Respectfully Submitted,

Richard Barrett

Fire Chief

21-136

Appt. of IT Specialist

# IT Specialist

## Millis, MA/Norfolk, MA

### **Job Description:**

Professional position responsible for providing technical computer, phone and mobile device support to all Town employees and for the Town of Norfolk will include Police, Fire, DPW and COA. Responsible for management of all hosted computer services contracted for by the Town, exclusive of those computers supporting student education at the schools. Will work with predominantly Microsoft operating systems on all servers, including cloud-based Azure servers, RDS, thin clients and PCs, Microsoft Office applications and interfacing with printers, switches, routers and firewalls, other network devices and to support the Town of Norfolk. Additional requirements include support of GSuite services, limited Apple product, wireless technologies and desktop imaging. Must coordinate support with external support companies and other organizations whose products are in use throughout the Town. This will include providing support for the MUNIS financial system, Vision geo-mapping system and a variety of other online systems used by the Town

### **Supervision:**

Works under the direction of the Town Administrator of Millis or IT Director as for the town of Norfolk. Responsible for installing user hardware and software, maintaining all systems and applications up to date with security patches, software updates and firmware updates according to the industry standard and maintaining system backups of all data and system, and any other IT needs as directed by management. Responsible for reviewing contracts and pricing associated with existing contracts and making recommendations for new and/or updated management and monitoring systems and bringing such to the attention of management with appropriate financial and technical recommendations.

### **Job Environment:**

Work is generally performed under typical office conditions in offices throughout the Town. Work environment is usually quiet. Job hazards are usually limited but not always to replacing computer equipment, printers, scanners, phones, network switches, WIFI devices and mobile devices, inserting patch cables, which are very low DC voltage, and performing regular systems maintenance.

The Town is using the thin client and it is completely dependent on the availability of the server farms at Microsoft Azure sites. Internet access and network connectivity are vital in this set up. Any disruption of service in the internet access and network connectivity can result in the loss of data and/or loss of access to data and application sites. Such losses could have a severe negative financial impact on the Town's operations. Therefore, change control protocol has to be strictly adhered to. As for the Town of Norfolk, desktops and servers are on premise. Change Control protocol has to strictly adhere the same as with Millis. In addition to the above responsibility, the Town of Norfolk includes the use of the helpdesk system to perform user requests, creating desktop and laptop image for the current hardware and updating the image as new hardware come onboard.

Regular reports are required to immediate management and department heads.



## **Essential Functions:**

Provides support for the daily functioning of all computers in all departments throughout the Town, with the exception of student educational networks and equipment at the schools. Support includes thin clients, PCs, mobile devices, anti-virus protection, application maintenance, printers, switches, routers, firewalls, wireless technologies, phones and all other computer related hardware and software utilized by the Town administration.

Must have good interpersonal and written skills. Will daily work with town employees and technical support representatives from vendors and support organizations.

Must document and maintain all documentation associated with the Town's IS infrastructure and town IT assets. Such documentation must include fully documented system diagrams, flows, passwords, account access information, contact information and any other information that will ensure the continuity of business in the event of a disaster or the unavailability of the IT Director.

Manages backup and recovery for all information systems. Plans, documents and tests for disaster recovery.

Must be able to take direction, listen to user concerns, diagnose the problems and implement the solutions. Responsible for communicating clearly with administrative staff, explaining clearly and succinctly the issues being resolved, the estimated time to resolve the problem and how the problem was solved.

## **Recommended Minimum Qualifications:**

### **Education and Experience:**

Bachelor's degree in computer science, math or any of a number of other scientific disciplines preferred. MCSA, MCSE and Information Security certification are highly preferred. A minimum of five (5) years hands-on experience with corporate or government systems.

**Technical Skills:** Experience with the installation and maintenance of Microsoft servers, including but not necessarily limited to, file servers, remote desktop servers, active directory and domain controller servers, the Microsoft Azure operating environment, server and user licensing, application installation and maintenance and other similar systems. A working knowledge of utilizing system tools for managing DHCP, DNS, Internet domain registration and maintenance, VLANs and subnets, IP configuration for network devices and support for same. For the Town of Norfolk a working knowledge of Ubiquiti WIFI AP and Ubiquiti network devices are highly preferred.

The IT Director will have minimal to no staff initially, though this may change over time. In the event that staff is authorized, the Director will have responsibility for staff management. At all times, the IT Director will keep her/his immediate supervisor apprised of on-going activities, potential issues and plans.

**Writing & Presentation Skills:** Must have experience documenting and flowcharting systems utilizing standard tools that are available with Office 365, including VISIO, Word, PowerPoint and other products. Must be able to communicate effectively and clearly in writing and when preparing and making presentations.

**Management & Financial Skills:** Must be familiar with budget preparation as it applies to the IT Department. The ability to review all contracts annually, estimate the cost of new software systems, the cost of replacing and maintaining existing equipment, new wiring requirements and all other activities associated with the management of the IT Department such that it can effectively support and meet the needs of the Town.

**Physical Requirements:**

Minimal physical effort is demanded in performing most tasks. When the lifting of heavy equipment is needed, such as moving printers, UPS', switches and other similar IT equipment, building maintenance support staff will be requested to perform these tasks at the direction of the IT Director. May occasionally lift boxes and/or products weighing 20 – 30 pounds.

The ability to operate a keyboard at efficient speed and to sit for long periods of time while working are required. The employee is frequently required to use hands to finger, handle and feel. Close vision at or correctable to normal range is required for diagnosing computer issues, working with Ethernet cable pinouts and color codes, reading serial numbers and other information on computer equipment.

Travel to other towns may be required on an infrequent basis. Regular travel throughout the Town to other buildings and facilities is a requirement.

*(This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.)*

## **INFORMATION TECHNOLOGY NETWORKING PROFESSIONAL**

Customer service-oriented IT self-starter with outstanding troubleshooting and problem-solving skills. Leadership experience managing multiple complex tasks in dynamic fast-paced and deadline driven environments. Works well independently and as part of a team.

### **Technical Skills:**

- Proficient in Excel, Word, PowerPoint, ServiceNow
- Troubleshooting from application layer to physical layer
- Interfacing with various internal departments and outside vendors
- Excellent customer service skills
- Ability to learn new skills and software quickly

### **Education and Certifications**

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#### **AAS in Computer Networking Technology**

Community College of Rhode Island, Warwick RI

#### **Certificate: Mountain Lion 100 – Introduction to MAC OSX**

#### **Various Manufacturing Certificates**

#### **Coursework (1 & 2) towards MCSA**

### **Professional Experience**

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**Town of Needham  
Present**

**May 2018 -**

#### **Technology Support Technician**

The Technology Support Technician is a multi-faceted role involving interpersonal, time management and prioritization skills. The primary objective is to assist staff one-on-one (in-person, online, telephone) to resolve technology issues. Concurrent objectives include hardware/software preventive maintenance, identification of technology based solutions or improvements, assist in the customization and adaptation of existing programs to meet users' requirements, download and install appropriate software, configure user network access and provide training as needed. The role requires an ability to pivot from task to issue resolution to project as needs and priorities change throughout the day and to work collaboratively with various departments simultaneously.

- Provide support to 200+users across multiple (7+) buildings and remote WFH support (GoToAssist, Microsoft Teams)
- Responsible for setup/maintenance/troubleshooting/upgrades of Town-issued desktops, laptops, phones, and tablets
- Manage Active Directory, Print and File Servers, and Antivirus
- Digital workspace support and troubleshooting (Citrix)
- Projects for implementation/update of CRM, Community Pool web control, Windows 7 upgrades, upgrade/maintain Senior Center Lab (Deep Freeze)
- Projects to automate processes using batch files and Excel VBA. Examples include:
  - Automate new computer software installs using batch files (saving 1+ hours per setup)
  - Developed a process for preparing exports using Excel VBA from one Accounting financial system into another for uploading (user reports 20-30 min weekly time saving)

**Cybox International**

2010 – 12/2017

**IT Operations Administrator**

An IT professional with seven years of experience supporting local and remote employees with a mix of Windows based and OSX clients, utilizing an in-house ticketing system. Trained to be the main in-house MacIntosh support personnel supporting engineering and marketing. Customer oriented and eager to provide best in class help-desk service to colleagues on and off site.

Other job responsibilities include:

- Terminal server and thin client management
- Utilize ServiceNow helpdesk software
- Asset and software tracking and management
- Support 400 to 500 end users
- New Hire creation, Create accounts in AD/Exchange/VOIP
- Equipment Rollout from Factory to Company image
- AD/Exchange/Voip maintenance
- Mobile Phone (Android and IOS) and Tablet support
- Vendor contact for Computer and printer repair
- On-call service support
- Domain migration experience gained during company merger

**Isis Biopolymer**

2009 – 2010

**Manufacturing Engineer**

Hired by Manufacturing start-up to purchase and setup manufacturing lines. Created workflow documents. Trained personnel in operations, set-up and maintenance of various placement machines and curing ovens. Assisted with testing and creation of epoxies and encapsulants.

**Parlex Corporation**

1997 – 2008

**Manufacturing Engineer**

Promoted to ensure continued process improvement with emphasis on Gemba-Kaizen teams and philosophy. Interface with all departments for prototype development, manufacturing capabilities, first run qualification and transition to China.

Key achievements

- Lead Gemba-Kaizen team at a cost savings of \$20k a year.
- Coordinated manufacturing multi-departmental move from Cranston, RI to Methuen, MA.
- Developed Excel VB program to ensure revision control of all setup and work instructions.
- Create and develop work instructions and quality documents to ensure ISO 9001 standards and qualification.
- Completed various training on several different platforms.

**Associate Engineer**

Provide engineering support to diverse departments. Programming, qualifying and maintaining various manufacturing equipment. Interface with customers regarding quality issues, cost reduction and manufacturing of new product lines.

**SMT Technician**

Promoted to provide real-time manufacturing support and repair of various equipment in a high speed manufacturing environment. Repairs included troubleshooting equipment to circuit board level.

**SMT Lead Operator**

Recruited to run high speed manufacturing line with emphasis on quality/quantity goals and personnel development.

**References**

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Available upon Request

21-137

Stormwater Hearing Continuance:

326 Orchard Street





[dan@legacy-ce.com](mailto:dan@legacy-ce.com)  
508-376-8883(o)  
508-868-8353(c)  
730 Main Street  
Suite 2C  
Millis, MA 02054

May 11, 2021

Select Board  
Town Offices  
900 Main Street  
Millis, MA 02054

Ref: 326 Orchard Street  
Peer Review

Dear Members of the Board:

I am writing to respond to various comments received from the BETA Group for the proposed single family dwelling at 326 Orchard Street. Please find enclosed the following;

- Two full-size copies of a revised site plan; and
- One copy of the revised stormwater report.

We offer the following responses to BETA's comments for the Board's consideration:

**SELECT BOARD REGULATION COMMENTS:**

*SB1. Comment: Estimated seasonal high groundwater elevation (November to April) is not provided in areas to be used for infiltration (§7.1.A.10). High groundwater is identified from borings at the septic location based on redox 6.5' below the ground surface. Provide soils and test pit data at infiltration locations.*

**Response:** Test pits have been conducted at infiltration areas and are included in the revised Stormwater Report. No signs of groundwater were found in any of the newly conducted test pits.

*SB2. Comment: Indicate existing and proposed vegetation and ground surfaces on-site with runoff coefficients (§7.1.A.11).*

**Response:** This information can be found in the attached HydroCAD calculations in the revised Stormwater Report.

*SB3. Comment: Provide pre and post condition watershed boundaries, drainage areas and provide callouts of stormwater surface flow on plans (§7.1.A.12).*

**Response:** Watershed plans are included on the revised stormwater report.



*SB4. Comment: Provide a description of existing and expected hydrology for the proposed 3-15" culverts under the driveway in relation to Bogastow Brook to the south and the proposed compensatory flood storage area and wetlands north of the proposed driveway (§7.1.A.13).*

**Response:** The HydroCAD calculations in the revised Stormwater report analyze the compensatory flood storage area and the 15" culverts.

*SB5. Comment: Indicate location of trees with a caliper of twelve (12) inches or larger, noting specimen trees and forest communities (§7.2.C.3.(b)).*

**Response:** The applicant would like to request a waiver from this requirement. The site is large and documenting the location of all 12+ inch caliper trees would be an unreasonably burdensome cost.

*SB6. Comment: Provide a silt sack for the existing catch basin in Orchard Street just south of the proposed construction/driveway entrance.*

**Response:** A silt sack detail has been added to sheet C-3, which includes a note to install silt sacks on catch basins in Orchard Street near the site entrance.

*SB7. Comment: Include stormwater runoff calculations that meet MassDEP's Stormwater Management Policy (§7.2.C.12). See Massachusetts Stormwater Management Standards Comments below.*

**Response:** HydroCAD calculations have been added to the revised Stormwater report.

*SB8. Comment: Expand Exhibit 1 Stormwater Facilities Plan and Maintenance Schedule to include extents of grassed swale capturing driveway runoff and driveway culverts. Include maintenance for these components and any other development techniques to meet stormwater standards (§8.B.3).*

**Response:** The O&M has been expanded to include swales, sediment forebays, and shallow infiltration depressions.

*SB9. Comment: Provide signature of owner(s) on the final O&M plan (§8.B.5).*

**Response:** The revised O&M includes the owner's signature.

*SB10. Comment: BETA recommends that the Operation and Maintenance Plan be recorded with the Registry of Deeds.*

**Response:** We suggest that it would be appropriate to record the O&M as an attachment to the permit issued by the board.



**MA STORMWATER REGULATIONS:**

*SW1. Comment: Provide calculations for infiltration measures and mitigation referenced to ensure pre-development discharge rates are not exceeded and downstream properties and resources are protected.*

**Response:** HydroCAD calculations have been added to the revised Stormwater report.

*SW2. Comment: Provide calculations for infiltration measures and mitigation referenced to ensure standard is met.*

**Response:** HydroCAD calculations have been added to the revised Stormwater report.

*SW3. Comment: Revise driveway swale to incorporate a stone diaphragm along the pavement edge for pretreatment and possibly check dams to qualify for LID credit and document TSS removal for all impervious areas.*

**Response:** Check dams and a sediment forebay have been added to the design for TSS removal.

Yours Truly,

LEGACY ENGINEERING LLC

A handwritten signature in black ink that reads "Daniel Merrikin".

Digitally signed by Daniel J.  
Merrikin, P.E.  
Date: 2021.05.11 13:36:04 -04'00'

Daniel J. Merrikin, P.E.  
President

cc: File

Melissa Recos, BETA Group with one copy of all documents



May 13, 2021

Mr. James McCaffrey, Chair of Select Board  
Town of Millis  
900 Main St.  
Millis, MA 02054

**Re: 326 Orchard Street – Applications for Stormwater Management and Land Disturbance**

Dear Mr. McCaffrey:

BETA Group, Inc. (BETA) reviewed supplemental/revised documents submitted for the Application for Stormwater Management and Land Disturbance for the proposed single-family dwelling entitled “326 Orchard Street”. This letter is provided to update BETA’s findings, comments and recommendations.

### **BASIS OF REVIEW**

BETA received the following items:

- Response to comments letter dated May 11, 2021 prepared by Legacy Engineering, Millis, MA
- Plans (3 sheets) entitled **326 Orchard Street**, dated March 23, 2021, revised May 10, 2021 prepared by Legacy Engineering LLC
- **Stormwater Report for 326 Orchard Street, Millis, MA 02054** dated March 23, 2021 revised May 10, 2021 prepared by Legacy Engineering.

### **COMPILED REVIEW LETTER KEY**

BETA reviewed this project previously and provided review comments in a letter to the Board, dated April 8, 2021 (original comments in *italic* text), Legacy Engineering (LEGACY) provided responses (in standard text), and BETA has provided comments on the status of each (status in ***bold italic*** text).

### **REVIEW SCOPE (UPDATED PER 4/12/21 SELECTBOARD MEETING)**

The Town of Millis Stormwater Regulation establishes standards to minimize adverse impacts offsite and downstream of proposed development that may affect abutters and the Town in regards to water quality and flow in lakes, streams, wetlands and groundwater, alter aquatica and wildlife habitat and cause flooding. The regulations and standards are a requirement of EPA’s MS4 Permit which (among other things) sets the threshold for a stormwater review and permit at one or more acres of disturbance, identifies Phosphorus and Total Suspended Solids reduction requirements and requires stormwater management systems to be designed in compliance with the Massachusetts Stormwater Handbook. The project was presented at the April 12th Select Board meeting where there was discussion as to whether granting of waivers from meeting the Stormwater Standards would be appropriate for this project given the unique characteristics. Deliberations indicated that the proposal should strive to meet the stormwater standards and provide stormwater analysis to quantify the effects of the development and the extent to which the standards could be met.



## PROJECT DESCRIPTION

The 14.6± acre lot of undeveloped land is located on the West side of Orchard Street and contains wetlands along Bogastow Brook. The 2016 List of Integrated Waters identifies Bogastow Brook (MA72-16) as a Category 4A water impaired for E Coli & Fecal Coliform (TMDL No 32373). The entire Town of Millis is within the Charles River Watershed which has a TMDL for Nutrients. The lot is designated as open space based on MassGIS and in the Town of Millis Open Space and Recreation Plan identified as a privately-owned Land with a Permanent Conservation Restriction managed by the Trustees of Reservations. The application indicates that the site is subject to a recorded conservation restriction limiting development to a single-family dwelling and limiting the disturbed land area based on zoning lot size. Approval of the proposed development will need to be obtained in accordance with the recorded conservation restriction.

Available FEMA flood maps indicate that portions of the property along Bogastow Brook/Pond are located within FEMA mapped zones and Town mapped special flood hazard district. MassDEP Priority Resource Mapping and the base mapping provided identified wetlands on the property and the proposed driveway entrance within the bordering land subject to flooding and the 100' wetland buffer zone. The application indicates that an Order of Conditions and ZBA special permit has been granted allowing a driveway through this area. MassDEP Priority Resource Map indicates that this site is not located in an approved wellhead protection area and does not contain any NHESP Potential Vernal Pools although there may be potential vernal pools offsite, northeast of the property. NRCS maps list the soils in the development area as Canton fine sandy loam with a hydrologic soil group (HSG) of B (moderate infiltration potential) and at the site entrance Rippowam silt loam with a HSG of A/D (low infiltration potential).

This project proposes constructing a new 4 bedroom single-family home with a septic system, well, and driveway disturbing approximately 2.2 acres of land. Stormwater is proposed to be collected from the driveway via a grass swale and roof leaching fields are proposed for downspouts.

## STORMWATER MANAGEMENT REVIEW

The plan set provided includes existing and proposed conditions with erosion controls, grading, septic design and details. A SWPPP has been provided and includes timing, schedules, sequence of development and maintenance schedule for the period of construction. A Long-term operations and maintenance plan has also been provided. The application includes discussion of stormwater management compliance with MassDEP Stormwater Management Standards. Below are BETA's review comments pertaining to the Town of Millis Stormwater Management Regulations and the Massachusetts Stormwater Management Standards as required by the Regulations.

### ARTICLE I LAND DISTURBANCE AND POST-CONSTRUCTION STORMWATER MANAGEMENT:

#### SECTION 6. PERMITS AND PROCEDURE

No comments

#### SECTION 7.1 STORMWATER MANAGEMENT PLAN

**SB1.** *Estimated seasonal high groundwater elevation (November to April) is not provided in areas to be used for infiltration (§7.1.A.10). High groundwater is identified from borings at the septic location based on redox 6.5' below the ground surface. Provide soils and test pit data at infiltration locations. LEGACY: Test pits have been conducted at infiltration areas and are included in the revised Stormwater Report. No signs of groundwater were found in any of the newly conducted test pits. **BETA2: Information provided – issue resolved.***

- SB2. *Indicate existing and proposed vegetation and ground surfaces on-site with runoff coefficients (§7.1.A.11).* LEGACY: This information can be found in the attached HydroCAD calculations in the revised Stormwater Report. **BETA2: Information provided – issue resolved.**
- SB3. *Provide pre and post condition watershed boundaries, drainage areas and provide callouts of stormwater surface flow on plans (§7.1.A.12).* LEGACY: Watershed plans are included on the revised stormwater report. **BETA2: Information provided – issue resolved.**
- SB4. *Provide a description of existing and expected hydrology for the proposed 3-15” culverts under the driveway in relation to Bogastow Brook to the south and the proposed compensatory flood storage area and wetlands north of the proposed driveway (§7.1.A.13).* LEGACY: The HydroCAD calculations in the revised Stormwater report analyze the compensatory flood storage area and the 15” culverts. **BETA2: Information provided – see SW1.**

#### SECTION 7.2 EROSION AND SEDIMENT CONTROL PLAN

- SB5. *Indicate location of trees with a caliper of twelve (12) inches or larger, noting specimen trees and forest communities (§7.2.C.3.(b)).* LEGACY: The applicant would like to request a waiver from this requirement. The site is large and documenting the location of all 12+ inch caliper trees would be an unreasonably burdensome cost. **BETA2: BETA defers to the Board.**
- SB6. *Provide a silt sack for the existing catch basin in Orchard Street just south of the proposed construction/driveway entrance.* LEGACY: A silt sack detail has been added to sheet C-3, which includes a note to install silt sacks on catch basins in Orchard Street near the site entrance. **BETA2: Detail provided – issue resolved.**
- SB7. *Include stormwater runoff calculations that meet MassDEP’s Stormwater Management Policy (§7.2.C.12). See Massachusetts Stormwater Management Standards Comments below.* LEGACY: HydroCAD calculations have been added to the revised Stormwater report. **BETA2: Information provided – issue resolved.**

#### SECTION 8. OPERATION AND MAINTENANCE PLANS

The Applicant has provided a Long-term Operations and Maintenance Plan (O&M Plan). The operator is identified as Justin Johnson, who currently owns and operates the project address. The O&M plan includes the development proposed under this project.

- SB8. *Expand Exhibit 1 Stormwater Facilities Plan and Maintenance Schedule to include extents of grassed swale capturing driveway runoff and driveway culverts. Include maintenance for these components and any other development techniques to meet stormwater standards (§8.B.3).* LEGACY: The O&M has been expanded to include swales, sediment forebays, and shallow infiltration depressions. **BETA2: O & M Plan updated – issue resolved.**
- SB9. *Provide signature of owner(s) on the final O&M plan (§8.B.5).* LEGACY: The revised O&M includes the owner’s signature. **BETA2: Signature provided – issue resolved.**
- SB10. *BETA recommends that the Operation and Maintenance Plan be recorded with the Registry of Deeds.* LEGACY: We suggest that it would be appropriate to record the O&M as an attachment to the permit issued by the board. **BETA2: BETA concurs.**

**MASSACHUSETTS STORMWATER MANAGEMENT STANDARDS:**

**No untreated stormwater (Standard Number 1):** *No new stormwater conveyances (e.g., outfalls) may discharge untreated stormwater directly to or cause erosion in wetlands or waters of the Commonwealth.*

The proposed stormwater design does not include discharge from stormwater conveyance within 100-foot wetland buffer. – **standard met.**

**Post-development peak discharge rates (Standard Number 2):** *Stormwater management systems must be designed so that post-development peak discharge rates do not exceed pre-development peak discharge rates. Roof runoff infiltration BMPs and drainage swales are proposed and mitigation measures are referenced however calculations have not been provided to document compliance with this standard.*

SW1. *Provide calculations for infiltration measures and mitigation referenced to ensure pre-development discharge rates are not exceeded and downstream properties and resources are protected. **LEGACY:** HydroCAD calculations have been added to the revised Stormwater report. **BETA2: Information provided. Calculations indicate an increase in the peak rate of runoff therefore a waiver from this standard will be required for approval of this project. Although BETA does not recommend approving a project for which calculations do not show compliance, this is a unique case where a waiver may be warranted. Preserving open space with a conservation restriction is an LID technique recognized by MassDEP for which credit is not quantifiable. While the project does result in a small increase in post-development peak discharge rates, the restriction against further development provides valuable mitigation for the Town's stormwater management program. BETA defers to the Board.***

**Recharge to groundwater (Standard Number 3):** *Loss of annual recharge to groundwater should be minimized through the use of infiltration measures to maximum extent practicable.*

NRCS maps list the largest portion of the site on which work is proposed is on Canton fine sandy loam with a class B soil with a moderate infiltration rate. Applicant is proposing rooftop infiltration fields designed to capture 2 inches of runoff from roof area and other site features to mitigate the impact of impervious runoff however calculations have not been provided to document compliance with this standard.

SW2. *Provide calculations for infiltration measures and mitigation referenced to ensure standard is met. **LEGACY:** HydroCAD calculations have been added to the revised Stormwater report. **BETA2: Calculations provided – issue resolved.***

**80% TSS Removal (Standard Number 4):** *For new development, stormwater management systems must be designed to remove 80% of the annual load of Total Suspended Solids.*

The project proposes to direct runoff from proposed impervious areas to roof runoff infiltration BMPs and drainage swales and references other mitigation measures however calculations have only been provided to document TSS removal credit for the rooftop infiltration system. A portion of proposed driveway area is directed to a swale that can receive LID credit if criteria is met. The applicant has also provided a long-term Operation and Maintenance plan, as well as a SWPPP.

SW3. *Revise driveway swale to incorporate a stone diaphragm along the pavement edge for pretreatment and possibly check dams to qualify for LID credit and document TSS removal for all impervious areas. **LEGACY:** Check dams and a sediment forebay have been added to the design for TSS removal. **BETA2: Plan revised and documentation provided. The Stormwater Report identifies that not all flow from impervious surfaces is directed to treatment devices, most notably the first 90 feet of the driveway, therefore a waiver from full compliance with this standard will be required for approval of this project. Overall,***



***the treated volume of runoff achieved for the project is 2,115 cf (4 times what is required). BETA defers to the Board.***

**Higher Potential Pollutant Loads (Standard Number 5):** *Stormwater discharges from Land Uses with Higher Potential Pollutant Loads require the use of specific stormwater management BMPs.*

The project site is not a Land Use with Higher Potential Pollutant Loads – **not applicable.**

**Critical Areas (Standard Number 6):** *Stormwater discharges to critical areas must utilize certain stormwater management BMPs approved for critical areas.*

The project site does not lie within nor discharge to a Zone II or Interim Wellhead Protection Area of a public water supply. The project site does abut the Bogastow Brook, a tributary of the Charles River watershed which is impaired for phosphorus.

**Redevelopment (Standard Number 7):** *Redevelopment of previously developed sites must meet the Stormwater Management Standards to the maximum extent practicable.*

This project is currently undeveloped and therefore not considered redevelopment. – **not applicable.**

**Construction Period Erosion and Sediment Controls (Standard Number 8):** *Erosion and sediment controls must be implemented to prevent impacts during construction or land disturbance activities.*

The project as currently depicted will disturb more than one acre of land; therefore, a Notice of Intent with EPA and a Stormwater Pollution Prevention Plan (SWPPP) is required and has been included in the Stormwater Management Plan. Erosion and sediment control have been documented on the site plans and is discussed in the SWPPP for Construction Activity which has been provided with the submission. The plan includes perimeter controls and stabilized construction entrance. See comment SB6.

**Operations/maintenance plan (Standard Number 9):** *A Long-Term Operation and Maintenance Plan shall be developed and implemented to ensure that stormwater management systems function as designed.*

A Long-Term Operation and Maintenance (O&M) Plan has been provided. See comments SB8 and SB9.

**Illicit Discharges (Standard Number 10):** *All illicit discharges to the stormwater management systems are prohibited.*

The Long-Term Operation and Maintenance plan includes an illicit discharge statement prohibiting illicit discharges from the development.

If we can be of any further assistance regarding this matter, please contact us at our office.

Very truly yours,  
BETA Group, Inc.



Melissa Recos, PE  
Senior Project Manager



Philip F Paradis, Jr., PE, LEED AP, CPSWQ  
Associate

cc: Karen Bouret – Select Board  
Robert Weiss – Energy Manager, Economic Development and Planning  
Job No: 7567

21-138

Appt. of HEO Laborer

**TOWN OF MILLIS**  
**FULL TIME HEAVY EQUIPMENT OPERATOR/LABORER**  
**GENERAL – HIGHWAY DIVISION/TRANSFER STATION**

The Town of Millis is seeking a highly motivated person to operate the Town's Transfer Station. The responsibilities of the position include operation of heavy equipment and general laborer duties. A Class B CDL and 2B Hydraulic License are required for employment. Pay range is \$23.39 - \$26.72 per hour. Work schedule is Tuesday through Saturday.

Applications are available upon request at the Town of Millis Select Board's Office, Veterans Memorial Building, 900 Main Street, Millis, MA 02054, or on the town's website at [www.millisma.gov](http://www.millisma.gov) Questions can be directed to James McKay, Director of Public Works at [jmckay@millisma.gov](mailto:jmckay@millisma.gov) Position will remain open until filled.

*The Town of Millis is an equal opportunity employer.*

# TOWN OF MILLIS



## DEPARTMENT OF PUBLIC WORKS

Veterans Memorial Building  
900 Main Street  
Millis, Massachusetts 02054

The Millis Department of Public Works is looking to fill the open position working in the Stormwater Division.

- Attached is the application of Brandon R. Gorgone, of 7 Glenside Drive Blackstone, MA.
- Brandon has the qualifications needed to perform the duties associated with the position.
- Brandon has a valid MA class B CDL license permit and will obtain his full class B license within 6-months of employment.
- Brandon will obtain a MA 2B Hoisting license from the Commonwealth of Mass. Division of Professional Licensure within 6-months of employment.
- Brandon will have to pass fiscal, Cori check before his first day of employment.

With this appointment by the Town Administrator the Department of Public Works will be at full strength.

Sincerely,

James F. McKay

Director  
Department of Public Works

21-139

Purchase of Braun Property

Next Steps



# TOWN OF MILLIS

TO: Select Board

FROM: Michael Guzinski, Town Administrator

DATE: May 13, 2021

**RE: Next Steps for purchase of Braun Property**

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Town Counsel (Jay Talerma) is currently working on the legal process for the Town to acquire the Braun property. As he noted earlier the steps for the purchase of this property are as follows:

- SB vote to exercise the Town's option, subject to drafting and execution of a P&S, and authorizing the Town Admin (or the Board Chair) to execute that Notice and P&S
- Draft a P&S (my office)
- transmit the Notice (and P&S), as required, and record the same
- Negotiate the P&S and execute
- Do any due diligence
- Close within 90 days of execution of P&S

The Board voted to exercise the Town's option to purchase this property at your last meeting. Jay is currently working on the Notice and will be forwarding it to us by Monday. I will have updated information for you at your meeting on Monday.

Please let me know if you have any questions in regards to these important matter.  
Thank you.

21-140

NO AGENDA ITEM



21-141

COA Event Approval

## Karen Bouret

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**Subject:** FW: Please Post

**From:** Patty Kayo <[pkayo@millisma.gov](mailto:pkayo@millisma.gov)>

They can call the Center (376-7051) for pre- registration. This is a free event but participation will be limited.

**From:** Patty Kayo <[pkayo@millisma.gov](mailto:pkayo@millisma.gov)>  
**Sent:** Tuesday, May 4, 2021 3:18 PM  
**To:** Karen Bouret <[kbouret@millisma.gov](mailto:kbouret@millisma.gov)>  
**Subject:** RE: Please Post

Karen

We plan on doing the following in June: (I have already passed it by BOH)..

***Rockin' Rolling 50's*** We will be having a get together on **Wednesday, June 30th from 1-2** in the rear parking lot with live entertainment from Big Smile Entertainment courtesy of the Millis Cultural Council and our Friends of Millis group. We will also have tickets available for those who would like to grab lunch off the hot dog cart (hot dog, chips & beverage). Bring a lawn chair to enjoy the festivities. We are limited to the number of people that can participate. Social distancing and masks will be required. Pre registration is required. Millis residents will be signed up first.

Can we close off the rear parking lot from 11:30-2 and use that space for the band and food? I am just unsure of the proper procedures for something like this..

Let me know if I need to do anything further.

Patty

**From:** Karen Bouret <[kbouret@millisma.gov](mailto:kbouret@millisma.gov)>  
**Sent:** Tuesday, May 4, 2021 2:58 PM  
**To:** Patty Kayo <[pkayo@millisma.gov](mailto:pkayo@millisma.gov)>  
**Subject:** RE: Please Post

Aww...thanks : )

*Karen M. Bouret DeMarzo*  
Operations Support Manager  
Town of Millis  
900 Main Street  
Millis, MA 02054  
508.376.7041

21-142

Approval of Innovex Contract



# TOWN OF MILLIS

## OFFICE OF THE TOWN ADMINISTRATOR

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

Michael Guzinski  
Town Administrator  
[mguzinski@millisma.gov](mailto:mguzinski@millisma.gov)

Karen M. Bouret DeMarzo  
Operations Support Manager  
[kbouret@millisma.gov](mailto:kbouret@millisma.gov)

TO: Select Board

FROM: Karen Bouret DeMarzo, Operations Support Manager

DATE: May 13, 2021

RE: Innovex Contract - Copiers at Veterans Memorial Building

The lease for the copiers at the Veterans Memorial Building will be expiring at the end of FY21. In an effort to both create greater work efficiencies and reduce costs, we are asking the Board to approve a three year contract with Innovex. The Town Administrator, Acting IT Director and I compared a three year proposal from our current leasing company with a similar proposal from Innovex and found Innovex to be the best choice for the Town.





# Municipal Equipment Lease Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

|   |                                |   |  |
|---|--------------------------------|---|--|
| <b>Customer Information:</b><br>Customer's Full Legal Name ("You" and "Your"):<br>Town of Millis, Massachusetts |                                | <b>Supplier Information:</b><br>Supplier Name ("Supplier"):<br>Advanced Business Machines, Inc. d/b/a INNOVEX |  |
| Address:<br>900 Main Street   |                                | Address:<br>11 Powder Hill Road   |  |
| City/State/Zip Code:<br>Millis, MA 02054  |                                | City/State/Zip Code:<br>Lincoln, RI 02865   |  |
| Telephone Number:<br>508-376-7041   | Federal Tax ID#:<br>04 6001226 | County:   |  |

|   |                                       |   |                                       |
|---|---------------------------------------|---|---------------------------------------|
| <b>Equipment Information:</b><br><input type="checkbox"/> See Attached Equipment Schedule |                                       | Equipment Location (if different than address shown above): |                                       |
| Quantity  | Equipment Make, Model & Serial Number | Quantity  | Equipment Make, Model & Serial Number |
| 1   | Sharp MX-5071 System                  | 4   | Sharp MX-3051 Systems                 |

**Term And Payment Information:** Initial Term: 36 months      Payment\*: **\$550.00** (\*plus applicable taxes)

Payment Period is "Monthly" unless otherwise noted here: \_\_\_\_\_      Security Deposit: **\$0**      Documentation/Processing Fee: \$75.00

Advance Payment: \$0 applied to:       1st Payment       Last Payment       1st and Last Payments

Purchase Option: Fair Market Value

You acknowledge and agree that this agreement (as amended from time to time, the "Lease") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Lease.

**1. LEASE OF EQUIPMENT.** You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Lease is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Lease, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

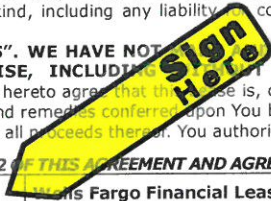
**2. TERM; AUTOMATIC RENEWAL.** The term of this Lease will begin on the date that it is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"), subject to Section 14. As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **Unless You notify Us in writing at least 30 days before the end of the Term (the "Notice Period") that You intend to purchase or return the Equipment at the end of such Term, then: (a) this Lease will automatically renew for an additional one-month period (a "Renewal Term") and (b) all terms of this Lease will continue to apply.** If You do notify Us in writing within the Notice Period that You intend to purchase or return all of the Equipment at the end of the Term, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. **This Lease is non-cancelable for the full Term, subject to Section 14.**

**3. UNCONDITIONAL OBLIGATION.** You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever, subject to Section 14; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Lease.

**4. PAYMENTS.** You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Payment prorated on a 30-day calendar month and will be added to Your first invoice. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, and (ii) applicable taxes and other charges provided for herein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations hereunder. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

**5. INDEMNIFICATION.** To the extent permitted by applicable law, You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

**6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT** **HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The parties hereto agree that this Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds therefrom. You authorize Us to record UCC financing statements to protect



**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2**

|  |   |  |                       |
|--|---|--|-----------------------|
| Customer: (identified above) Town of Millis, Massachusetts |   | Wells Fargo Financial Leasing, Inc. ("We," "Us," "Our" and "Lessor") |                       |
| By:  | Date: <u>05</u> / <u>11</u> / <u>2021</u> | By:  | Date: ___ / ___ / ___ |
| Print name: Michael Guzinski                               | Title: Town Administrator                 | Print name:  | Title:                |
|  |   | Agreement Number:  |                       |



Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

**7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE.** We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during the Lease. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for performing one or more of Your governmental functions and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

**8. LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or an Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. With Our prior written consent, You may satisfy Your Property Insurance obligations under this Section 8 by means of a self-insurance program reasonably acceptable to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

**9. ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth on Page 1 (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during this Lease. If You so request, and We permit the early termination (excluding a termination pursuant to an event of Non-Appropriation) of this Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of this Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Lease may include a profit to Us and/or the Supplier.

**11. DEFAULT; REMEDIES.** You will be in default hereunder if: (1) You fail to pay any amount due hereunder within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; (4) You file, or there is filed against You, a case or proceeding under any bankruptcy, insolvency or other similar laws, or (5) You suffer an adverse change in Your financial condition. If You default, We may do any or all of the following: (A) cancel this Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, and (ii) all remaining Payments for the remainder of Your then-current fiscal period (such amounts specified in sub-clauses "i" through "ii" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

**12. RETURN OF EQUIPMENT.** If You are required to return the Equipment under this Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of this Lease, including Your obligation to make Payments and pay all other amounts due hereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Lease. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

**13. APPLICABLE LAW; SEVERABILITY.** This Lease shall be deemed fully executed and performed in the State in which You are located. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

**14. GOVERNMENTAL PROVISIONS.** You hereby represent, warrant and covenant to Us that: (a) You intend, subject only to this Section 14, to remit to Us all sums due and to become due under this Lease for the full Term; (b) Your governing body has appropriated sufficient funds to pay all Payments and other amounts due during Your current fiscal period; (c) You reasonably believe that legally available funds in an amount sufficient to make all Payments for the full Term can be obtained; and (d) You intend to do all things lawfully within Your power to obtain and maintain funds from which Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Your governing body fails to appropriate sufficient funds to pay all Payments and other amounts due and to become due hereunder in Your next fiscal period ("Non-Appropriation"), then (i) You shall promptly notify Us of such Non-Appropriation, (ii) this Lease will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) You shall return the Equipment to Us pursuant to Section 12. Your obligations under this Lease shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Your creation of indebtedness, nor shall anything contained herein constitute a pledge of Your general tax revenues, funds or monies. You further represent, warrant and covenant to Us that: (a) You have the power and authority under applicable law to enter into this Lease and the transactions contemplated hereby and to perform all of Your obligations hereunder, (b) You have duly authorized the execution and delivery of this Lease by appropriate official action of Your governing body and You have obtained such other authorizations, consents and/or approvals as are necessary to consummate this Lease, (c) all legal and other requirements have been met, and procedures have occurred, to render this Lease enforceable against You in accordance with its terms, and (d) You have complied with all public bidding requirements applicable to this Lease and the transactions contemplated hereby.

**15. MISCELLANEOUS.** You shall furnish Us or an Assignee with current financial statements, current budgets and/or proof of appropriations for each ensuing fiscal period upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Lease, and (b) provide Your credit application, information regarding Your Lease account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Lease and/or the Equipment. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Lease and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Lease with Our original signature.

## AMENDMENT TO MUNICIPAL EQUIPMENT LEASE AGREEMENT

THIS AMENDMENT TO MUNICIPAL EQUIPMENT LEASE AGREEMENT is by and between TOWN OF MILLIS, as Customer, and WELLS FARGO FINANCIAL LEASING, INC., as Lessor.

### BACKGROUND

A. By that certain Municipal Equipment Lease Agreement, # 603-0250431-000, dated May 11, 2021, by and between Lessor and Customer, Lessor has agreed to extend financing to Customer upon and subject to the terms and conditions set forth in the Municipal Equipment Lease Agreement ("**Lease**").

B. Lessor and Customer desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

**NOW, THEREFORE**, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

**1. EFFECT OF HANDWRITTEN CHANGES.** The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.

**2. LEASE OF EQUIPMENT.** The last sentence of Section 1 of the Lease, which reads as follows, shall be deleted in its entirety:

"You agree that after You sign, We may insert or correct any information missing on this Lease, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment."

**3. INDEMNIFICATION.** The first sentence of Section 5 of the Lease shall be amended to read as follows:

"To the extent not prohibited by law, You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment."

**4. DEFAULT; REMEDIES.** Subsection (1) of the first sentence of Section 11 of the Lease shall be amended to read as follows:

"(1) You fail to pay any amount due hereunder within 30 days of the due date;"

**5. DEFAULT; REMEDIES.** The phrase "or without", which is located in Subsection (C) of the second sentence of Section 11 of the Lease, shall be deleted in its entirety.

**6. RETURN OF EQUIPMENT.** The first and second sentences of Section 12 of the Lease shall be deleted in its entirety and replaced with the following:

"At the end of the Term, or at the end of any month-to-month renewal term, if you do not purchase ALL of the Equipment, and provided that you are not in default of this or any other agreement with us, you shall immediately (i) notify the Supplier identified on the front (or page 1) of this Lease of your intent to return the Equipment and (ii) make the Equipment available to Supplier for pickup. You shall bear no cost for the return of the Equipment. If you are in default of this or any other agreement with us, you shall be responsible for the return of ALL of the Equipment, freight and insurance prepaid at your cost and risk to wherever we indicate in the continental United States, with all manuals and logs, in good



order and condition (except for ordinary wear and tear from normal use), and packed per the shipping company's specifications."

**7. APPLICABLE LAW; SEVERABILITY.** The first sentence of Section 13 of the Lease shall be amended to read as follows:

"This Lease shall be deemed fully executed and performed in the Commonwealth of Massachusetts and shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts."

**8. EFFECTIVE DATE.** This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.

**9. EFFECT OF AMENDMENT.** All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

**IN WITNESS WHEREOF,** the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Lease, as set forth above.

**TOWN OF MILLIS**

By:  \_\_\_\_\_

Name: Michael Guzinski

Title: Town Administrator

Date of Execution: \_\_\_\_\_

**WELLS FARGO FINANCIAL LEASING, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**Wells Fargo Financial Leasing, Inc.**  
800 Walnut, 4<sup>th</sup> floor  
Des Moines, IA 50309  
Phone 800 247-5083

## **Supplier Responsibility for Return of Equipment**

To: **ADVANCED BUSINESS MACHINES INC.** ("Supplier")

Date: **MAY 10, 2021**

Re: Agreement No. **603-0250431-000** dated \_\_\_\_\_ ("Agreement")

Owner / Lessor: **WELLS FARGO FINANCIAL LEASING, INC.**

Customer / Lessee: **TOWN OF MILLIS** ("Customer")

Please be advised that the above referenced Customer requested that the Agreement be amended to eliminate Customer's obligation to bear any expense related to disconnecting, packaging, transporting or returning the equipment governed by the Agreement ("Equipment") at (a) the expiration of the originally scheduled term of the Agreement or any Renewal Term thereof, or (b) any upgrade of the Equipment (each, a "Return Event"). The Supplier will not be responsible for returning the Equipment due to the occurrence of any event of default by the Customer under the Agreement.

In order to induce Wells Fargo Financial Leasing, Inc. ("WFFL") to enter into the Agreement, as amended, WFFL shall require that **ADVANCED BUSINESS MACHINES INC.** ("Supplier") agree to the following:

1. Supplier shall, within fifteen (15) business days of a Return Event and at its sole expense, (a) disconnect the Equipment, (b) properly package the Equipment for transportation, and (c) return the Equipment, freight prepaid, and insured to WFFL, in good repair, condition and working order, normal wear and tear excepted, to any location WFFL shall designate (an "Equipment Return"). Supplier shall bear all costs, charges, fees and expenses incurred as a result of any Equipment Return (WFFL shall bear no expense in respect of such Equipment Return).
2. In the event Supplier shall fail to return the Equipment to WFFL within thirty (30) days of a Return Event, Supplier shall either (a) remit to WFFL an amount equal to the Fair Market Value of the Equipment, as determined by WFFL in its sole discretion, or (b) remit to WFFL each month the lease payment(s) set forth in the Agreement until such time as the Equipment is returned to WFFL in accordance with the provisions of Section 1(c) above.

**Please sign and date below to indicate your acknowledgment and agreement, then fax this form to the fax number indicated.**

**ADVANCED BUSINESS MACHINES INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



21-143

Discuss Select Board Goals

21-144

Board/Committee Liaison Update

21-145

Water/Sewer Commitments



**THE COMMONWEALTH OF MASSACHUSETTS  
 TOWN OF MILLIS**

WATER / SEWER DEPARTMENT COMMITMENT TO COLLECTOR

To: Jennifer Scannell, Collector of Taxes for the Town of Millis, in the County of Norfolk

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

| ACCT #             | WATER     | CAP ASSESMENT | SEWER     | CROSS FEES | ON/OFF | TOTAL            |
|--------------------|-----------|---------------|-----------|------------|--------|------------------|
| QB0421             | 248245.18 | 118908.28     | 294780.63 | 519.75     | 606.45 | 663060.29        |
| <b>GRAND TOTAL</b> |           |               |           |            |        | <b>663060.29</b> |

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

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

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Town of Millis Water Commissioners:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





**THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF MILLIS**

**WATER / SEWER DEPARTMENT COMMITMENT TO COLLECTOR**

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

| ACCT #                                 | COMMIT # | WATER  | FINAL | SEWER  | CROSS CONNECT  | ON OFF | PAINÉ | TOTAL  |
|--|----------|--------|-------|--------|----------------|--------|-------|--------|
| 35000226                               | F3250    | 23.52  | 47.25 | 49.51  |                |        |       | 120.28 |
| 400366200                              | F3253    | 151.24 | 47.25 | 298.23 |                |        |       | 496.72 |
| 35000104                               | F3254    | 23.52  | 47.25 | 49.51  |                |        |       | 120.28 |
| 35000102                               | F3255    | 23.52  | 47.25 | 49.51  | 40.43          |        |       | 160.71 |
| 422005100                              | F3257    | 27.22  | 47.25 |        |                |        |       | 74.47  |
| 322079500                              | F3258    | 93.82  | 47.25 |        |                |        |       | 141.07 |
| 300223210                              | F3259    | 75.32  | 47.25 |        |                |        |       | 122.57 |
| 35000129                               | F3260    | 23.52  | 47.25 | 49.51  |                |        |       | 120.28 |
| 300977600                              | F3261    | 53.12  | 47.25 | 108.71 |                |        |       | 209.08 |
| 421595300                              | F3262    | 23.52  | 47.25 |        |                |        |       | 70.77  |
| 100889310                              | F3263    | 90.12  | 47.25 | 182.71 |                |        |       | 320.08 |
| 301422200                              | F3264    | 30.92  | 47.25 |        |                |        |       | 78.17  |
| 30021000                               | F3265    | 75.32  | 47.25 |        |                |        |       | 122.57 |
| 221398510                              | F3266    | 60.52  | 47.25 |        |                |        |       | 107.77 |
| 35000201                               | F3267    | 27.22  | 47.25 | 56.91  |                |        |       | 131.38 |
| 35000224                               | F3268    | 49.42  | 47.25 | 101.31 |                |        |       | 197.98 |
| 22245331                               | F3269    | 23.52  | 47.25 | 49.51  |                |        |       | 120.28 |
| 22245332                               | F3270    | 23.52  | 47.25 | 49.51  |                |        |       | 120.28 |
| 301039100                              | F3271    | 23.52  | 47.25 | 49.51  |                |        |       | 120.28 |
| 22245330                               | F3272    | 23.52  | 47.25 | 49.51  |                |        |       | 120.28 |
| 22245329                               | F3273    | 23.52  | 47.25 |        |                |        |       | 120.28 |
| 401312910                              | F3274    | 45.72  | 47.25 |        |                |        |       | 186.88 |
| 201487700                              | F3275    | 56.82  | 47.35 |        |                |        |       | 220.18 |
| <b>Total Commitment for April 2021</b> |          |        |       |        | <b>3602.64</b> |        |       |        |

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

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

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Town of Millis Water Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



21-146

## Meeting Schedule



# TOWN OF MILLIS

TO: Select Board

FROM: Michael Guzinski, Town Administrator

DATE: May 13, 2021

**RE: Proposed Select Board Summer Meeting Dates**

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As you know the Select Board has met almost weekly since early March. It is customary for Select Boards to lighten their meeting schedules over the summer months (June, July, August). I am recommending that the Board consider the following schedule for meetings between now and September:

**May 17<sup>th</sup>**

**June 7<sup>th</sup>**

**June 21<sup>st</sup>**

**June 28<sup>th</sup>** (Special Meeting with ULI Boston)

**July 19<sup>th</sup>**

**August 16<sup>th</sup>**

**September 13<sup>th</sup>**

**September 27<sup>th</sup>**

As you know, the Board may always call special meetings as needed.

Please let me know if you have any questions in regards to this matter.

Thank you.