



TOWN OF MILLIS

Craig W. Schultze, *Chair*
 Ellen Rosenfeld, *Vice Chair*
 Erin T. Underhill, *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, JULY 10, 2023; 7:00 PM VETERANS MEMORIAL BUILDING ROOM 229

	Topic	Time	Speaker
I.	Call to Order	7:00 PM	Chair Schultze
II.	Announcements Recreation Summer Concert Series		
III.	Appointments		
23-143	Appointment of: <ul style="list-style-type: none"> Seasonal Camp Counselors Temporary FT Firefighter Interim COA Director Council on Aging Director Payroll Administrator School Bldg. Committee Rep. 	7:05 PM	Chief Barrett C. Johnston M. Guzinski
23-144	Water/Sewer/Stormwater Rate Hearing	7:15 PM	J. McKay
23-145	Kleinfelder Updates <ul style="list-style-type: none"> Approval of Well #3 Final Design Contract Discuss Stormwater By-law Changes Review & Approve MA DEP Water Permit PFAS Plant update 	7:25 PM	J. McKay K. Ryan
IV.	Open Session Items		
23-146	Approval of DPW Contracts/Funded by Town Meeting: <ul style="list-style-type: none"> Chevrolet Silverado Dump Truck/Plow CAM Superline Heavy Duty 10 Wheel Trailer Chlorine/PH Analyzers I/I Investigation 		J. McKay

23-147	Review & Approve Interdepartmental FY23 Transfers	M. Guzinski C. Johnston
23-148	Review & Approve Natural Gas Contract for 8/1/25-7/31/27	M. Guzinski
23-149	Award Lease of Ground Space for Installation and Operation of Communications Equipment	M. Guzinski
23-150	Review/Approval of Letter to Legislative Delegation re: Millis Housing Authority	Sel. Rosenfeld
23-151	Approval of FY24 Select Board Goals	Select Board
23-152	Ratification of MOA for Dispatcher Union	M. Guzinski
23-153	Select Board Liaison Updates	Select Board
23-154	Approval of DRAFT Minutes <ul style="list-style-type: none"> • 10/25/21 • 6/6/23 • 6/20/23 	
V.	<p>Enter Executive Session</p> <p>To consider the purchase or lease of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body.</p> <p>To discuss strategy with respect to potential litigation. (Dangerous Dog Decision Appeal)</p>	
VI.	Adjournment	

Proposed Upcoming Meeting Schedule

Date	Time	Location
Monday, August 14, 2023	7:00 pm	Room 229 VMB
Thursday, September 14, 2023	7:00 pm	Room 229 VMB
Monday, September 25, 2023	7:00 pm	Room 229 VMB

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

MILLIS RECREATION

SUMMER CONCERT SERIES

WEDNESDAYS IN AUGUST, 6:30 PM

Free

8/2 BACKYARD SWAGGER

8/9 Squeezebox Stompers

8/16 Young Musician Showcase

8/23 Elastic Five Band

8/30 Pub Kings

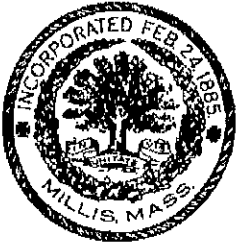


Thank you to our sponsors...



23-143

Appointments



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

To: Select Board
Michael Guzinski, Town Administrator
From: Kris Fogarty
Date: July 7, 2023
Re: Seasonal Employees

I would like to recommend that the Town Administrator appoint the following for seasonal employment for the Recreation Department – Get out and Play program: The program will run from July 17, 2023-August 11, 2023.

Many of the employees listed above have been working at our summer programs for several years and we are happy to see them return.

Meredith Young
Erin LeBlanc
Caroline O'Shaughnessy
Meredith Gatz
Kevin Sullivan
Delia LeBlanc
Courtney O'Shaughnessy
Lily Avakian
Jack Borst
Norah Scannell
Tommy O'Shaughnessy
Maddie Adams
Danny Pasquantonio
Nora Malloy

Regards,

Kris Fogarty, Director
Millis Recreation Department

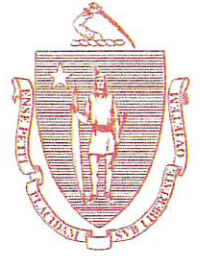


Millis Fire/Rescue

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: Temporary Position

Date: June 21, 2023

Mr. Guzinski,

As you are aware, currently the Fire Department has 3 Firefighters that are out injured, and we have been filling with overtime and using our on-call members as well to try and control the overtime budget. Recently our Mass Maritime Intern Andrew O'reilly graduated and is available to fill 1 of those positions as a temporary fill until the injured firefighter can return. Andrew has been a great addition to our call department and has been filling shifts when available. Andrew has enrolled in paramedic school and is set to test in 18 months. I request that you appoint Andrew O'reilly as a Temporary full-time firefighter effective immediately. Please find enclosed a current application and back up certifications.

Respectfully,

Richard Barrett

Fire Chief



TOWN OF MILLIS

TO: Select Board

CC: Karen Bouret DeMarzo, Assistant Town Administrator

FROM: Michael Guzinski, Town Administrator

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

DATE: July 6, 2023

RE: Appointment of Interim Council on Aging Director

Greetings,

As you know, Deborah Sand has been acting as the Interim COA Director since Patty Kayo's retirement. Deborah has decided to step away from that role effective June 30, 2023. In order to ensure that the necessary duties of the COA director are carried out properly, I've appointed Patty Kayo to the position of Interim COA Director until the permanent COA Director begins work with the Town (4 hours/week). I'm requesting that the Board ratify my appointment.

Please let me know if you have any questions regarding this matter.

Thank you.



TOWN OF MILLIS

TO: Select Board

CC: Karen Bouret DeMarzo, Assistant Town Administrator

FROM: Michael Guzinski, Town Administrator

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

DATE: July 6, 2023

RE: Appointment of Council on Aging Director

Greetings,

As you know, due to Patty Kayo's recent retirement from the position of COA Director, we initiated a search process to find her successor. The position was widely advertised, and we received over 20 applications. The Assistant Town Administrator and I enlisted the assistance of members of the Select Board and the Council on Aging to narrow down the list of applicants, and to assist in conducting two rounds of interviews with the finalists. We were very fortunate to have several highly qualified candidates apply for the position. At the conclusion of this process, the majority of those that participated strongly recommended the appointment of Anne-Marie Gagnon as the next COA Director for the Town of Millis. Anne-Marie has extensive experience as a COA Director, as well as other experience working with seniors in a wide array of settings. I strongly believe that the combination of experience and temperament that she possesses will make her extremely successful in this important role.

Based upon all of these factors, I'm requesting that the Select Board ratify my appointment of Anne-Marie Gagnon to the position of COA Director for the Town of Millis.

Please let me know if you have any questions regarding this important matter.

Thank you.

Memo

DATE: July 6, 2023

TO: Mike Guzinski
Town Administrator

FROM: Carol Johnston
Finance Director

RE: Appointment of Payroll Administrator

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

I am recommending Michelle Cosgrove for the position of Payroll Administrator. Michelle has worked in her current position as Department Assistant-Payroll using MUNIS for the Town of Wayland for 2 ½ years. During this time, Michelle gained experience while working through the MUNIS upgrade that Millis will be completing this fall.

Michelle is highly regarded by her coworkers and her references were outstanding. She is the best payroll staff that the Town of Wayland has had and they are sorry to see her go. She knows payroll laws and is willing to help out wherever she can including teaching employees how to use MUNIS even though it is not her responsibility.

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

Karen Bouret DeMarzo

From: Richard Nichols
Sent: Monday, July 3, 2023 12:00 PM
To: Mike Guzinski; mconroy@millisschools.org; Karen Bouret DeMarzo
Cc: Denise Gibbons; Diane Jurmain; Kimberly Borst
Subject: Appointment to School building committee

Hi Mike,

We need to have Marc Conroy added to the School building committee to replace Steve Catalano who has resigned.

Can you have this added to the next Selectboard agenda?

Thanks ,



Richard Nichols
Chair Millis Planning board
Chair Permanent Building committee
rnichols@millisma.gov
Cell 508-254-1200

 Please consider the environment before printing this e-mail.

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23-144

Water/Sewer/Stormwater Rate Hearing

Ad Preview

**FY23 WATER/SEWER/
STORMWATER RATES
LEGAL NOTICE**

The Millis Select Board will be holding a hearing to set the rates for FY23 Water/Sewer/Stormwater on Monday, July 10, 2023, at 7:15 pm in Room 229 at the Veterans Memorial Building located at 900 Main Street, Millis, MA.

**AD# 8986733
DN: 6/30/2023**

23-145

Kleinfelder Updates

OWNER-ENGINEER AGREEMENT –
VILAGE STREET -WELL 3 PFAS TREATMENT FINAL DESIGN & PERMITTING

THIS AGREEMENT made this ___ day of July in the year Two Thousand and Twenty-Three, between Kleinfelder Northeast, Inc. with a usual place of business at One Beacon Street, Suite 8100, Boston, Massachusetts 02108, hereinafter called the ENGINEER, and the Town of Millis, acting by its Town Administrator, with a usual place of business at Memorial Building, 900 Main Street, Millis, MA 02054, hereinafter called the OWNER.

The ENGINEER and the OWNER, for the consideration hereinafter named, agree as follows:

1. Services
The Engineer shall furnish all labor, materials, equipment and insurance to perform all services for the project known as “VILAGE STREET -WELL 3 PFAS TREATMENT FINAL DESIGN & PERMITTING”. Such services will be provided in accordance with the specific Scope of Services provided in Attachment A.
2. Contract Price
The Owner shall pay the Engineer for the performance of this Agreement, subject to any additions and deductions provided for herein, on a payment basis as provided in Attachment A.
3. Commencement and Completion of Work
 - A. The Engineer shall commence and prosecute the work under this Agreement upon execution hereof and shall perform the work as expeditiously as possible through completion.
 - B. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
 - C. Progress and Completion: The Engineer shall commence work promptly upon execution of this Agreement. The Engineer shall prosecute and complete the work regularly, diligently and uninterruptedly at such rate of progress as will insure completion within the proposed schedule in Attachment A. The Town of Millis recognizes that participation from multiple Town staff will be required to achieve timely completion of the work and will make such staff available and accessible as necessary to perform the work.
4. Performance of the Work
 - A. Direction of the Work: The Engineer shall supervise and direct the services, using the Standard of Care defined herein as the skill and care currently rendered by other members of the engineering/design profession for projects similar to the Project in scope, difficulty and location (“Standard of Care”). No other representation, guarantee, or warranty, express or implied, is included or intended in the Agreement, or in any communication (oral or written), report, opinion, document, or instrument of service. The Engineer shall be solely responsible for coordinating all portions of the work under the Agreement.

B. Responsibility for the Services:

- (1) The Engineer shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees and other persons performing any of the Work under a contract with the Engineer. Consistent with the Standard of Care referenced in Paragraph A. above and the scope of services set forth in Attachment A, the Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specification, estimates and other work or services furnished by him or his consultants and subcontractors and the review of shop drawings, response to contractor questions and observation and examination of contractors' work through site visits. The Engineer shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the Owner shall not be necessary. The Owner acknowledges that the Engineer does not have control over construction costs or contractors' prices, that Engineer's construction cost estimates are based on its experience and judgement as a design professional and that contractors' bid prices may vary from such estimates.
- (2) The Engineer shall not employ additional consultants not named in his proposal to the Owner, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Owner. Such written consent shall not in any way relieve the Engineer from his responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The Engineer and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The Engineer shall not be relieved from his obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Engineer.
- (6) Neither the Owner's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the Engineer shall become the property of the Owner upon payment in full therefor to the Engineer. Ownership of stamped drawings and specifications shall not include the Engineer's certification or stamp. Any reuse of such documents without the Engineer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Engineer or to the Engineer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the Engineer's rights under this Agreement.

- D. Notices, Compliance with Laws:
- (1) The Engineer shall give all notices and comply with all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The Engineer shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid.
 - (2) The Owner represents that they have disclosed to the Engineer all orders and requirements known to the Owner of any public authority particular to this Agreement.
 - (3) If the Engineer observes that any of the Owner's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulation in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate notification.
 - (4) In the performance of the Work, the Engineer shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed: Engineer's Investigation

The Owner shall furnish to the Engineer available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Engineer and is not guaranteed. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished and the Engineer must satisfy himself as to the correctness of such information. If, in the opinion of the Engineer, such information is inadequate, the Engineer may request the Owner's approval to verify such information through the use of consultants or additional exploration. In no case shall the Engineer commence such work without the Owner's prior written consent. Such work shall be compensated as agreed upon by the Owner and the Engineer.

6. Payments to the Engineer

- A. The Owner shall make payment to the Engineer, monthly, upon approval of the Engineer's requisitions therefor. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.
- B. If there is a material change in the scope of the work, the Owner and the Engineer shall mutually agree to an adjustment in the Contract Price. Delay of one year or more plus a significant change in the estimated cost will be considered a change in the scope of the work.
- C. If the Owner authorizes the Engineer to perform additional services, the Engineer shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the Engineer shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the Engineer shall be reimbursed by the Owner: (a) at 1.0 times the actual cost to the Engineer of consultants retained to obtain information pursuant the Article 5 hereof or otherwise. No such reimbursement shall be made unless the rate of compensation has been approved, in advance, by the Owner; (b) at 1.0 times the actual cost of additional or specially authorized expenses items, as approved by the Owner.

8. Final Payment, Effect
The acceptance of final payment by the Engineer shall constitute a waiver of all payment claims by the Engineer arising under the Agreement.

9. Terms Required by Law
This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification
 - A. General Liability: The Engineer shall indemnify and hold harmless the Owner from and against any claims, damages, losses and expenses, including reasonable attorney's fees, to the proportionate extent arising out of the performance of the Agreement and to the proportionate extent the same relate to matters of general commercial liability, when such claims, damages, losses and expenses are caused by the negligent or wrongful acts or omissions of the Engineer or his employees, agents, subcontractors or representatives.
 - B. Professional Liability: The Engineer shall indemnify and hold harmless the Owner from and against any claims, damages, losses and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement and to the proportionate extent the same relate to the professional competence of the Engineer's services, when such claims, damages, losses and expenses are caused by the negligent acts, negligent errors or omissions of the Engineer or his employees, agents, subcontractors or representatives. Engineer's obligation to indemnify and defend Owner shall be contingent upon a judicial finding of professional negligence on the part of Engineer.

11. Insurance
 - A. The Engineer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.
 - B. The coverage shall be in force from the time of the Agreement to the date when all work for the Project is completed and accepted by the Owner. If, however, the policy is a claims made policy, it shall remain in force for a period of three (3) years after completion of the services. Since this insurance is normally written on a year-to-year basis, the Engineer shall notify the Owner should coverage become unavailable.
 - C. The Engineer shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c. 152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
 - D. The Engineer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Owner.
 - E. The Engineer shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property in the amounts of \$1,000,000/\$1,000,000.
 - F. Certificates and any and all renewals substantiating that required insurance coverage in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

G. Upon request of the Engineer, the Owner reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered, or mailed first class, to the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile but shall, to the extent possible, be followed by notice in the manner set forth above.

13. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven (7) days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Engineer. In the event that the Agreement is terminated pursuant to this subparagraph, the Engineer shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

A. **Royalties and Patents:** The Engineer shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the Owner, but if the Engineer believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or product specified.

B. **Assignment:** The Engineer and Owner shall not assign or transfer any of its rights duties or obligations under this Agreement without the written approval of the other parties.

C. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

D. Owner shall provide unimpeded and timely access to the project site as may be required of Engineer for the successful and timely performance of the services, including third party sites.

E. Neither party shall be liable to the other for any consequential damages, including but not limited to, loss of profits, loss of use, incidental, exemplary, indirect, punitive, penal, multiple or other special damages incurred by the other party or for which either party may be liable to any third party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

KLEINFELDER NORTHEAST, INC.

TOWN OF MILLIS

By: Rebecca K. Weig
Name: Rebecca Weig
Title: Area Manager

By: _____
Name: Michael J. Guzinski
Title: Town Administrator

Approved as to form

Town Counsel

Approved as to availability of funds

Finance Director, Town of Millis



Millis Stormwater Program & MS4 Compliance Update 2023

Presented by Adria Fichter
July 2023



FY 2023 Tasks

- ✓ NPDES Annual Report
- ✓ SWMP Updates
- ✓ IDDE Program Continuation
- ✓ Public Education and Outreach
- ✓ Ordinance Review and Updates
- ✓ Phosphorus Control Plan

Millis is fully
compliant with all
Stormwater Permit
requirements

SWMP Updates

- Existing document that Town updates annually to include Town MS4 activities

Permit Year 5 Updates Completed

- Proposed revisions to By-laws
- Updated List of Retrofit sites
- Phosphorus Control Plan
- Reflects Town's overall activities to comply with MS4 permit (public messaging, meeting, IDDE investigation and phosphorus control planning)

IDDE Program Continuation

Permit Year 5 Updates

- Catchment Investigations ongoing
- Phase II Mapping updates are ongoing

IDDE Program Requirement	Completion Date from Effective Date of Permit						Status
	Year 1 (2018)	Year 1-2 (2018-2020)	Year 3 (2021)	Year 5 (2023)	Year 6 (2024)	Year 7-10 (2025-2028)	
Written IDDE Program Plan	X						Completed
SSO Inventory	X						Completed
Written Catchment Investigation Procedure		X					Completed
Phase I Mapping		X					Completed
Phase II Mapping						X	In progress
IDDE Regulatory Mechanism or By-law (if not already in place)	X						Completed
Dry Weather Outfall Screening			X				Completed
Follow-up Ranking of Outfalls and Interconnections			X				Completed
Catchment Investigations – Problem Outfalls					X		In Progress
Catchment Investigations – all Problem, High and Low Priority Outfalls						X	In Progress

IDDE Program Continuation

Permit Year 5 Updates

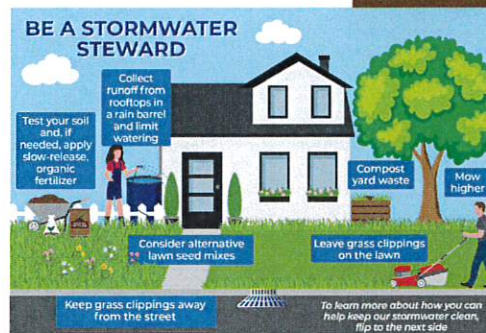
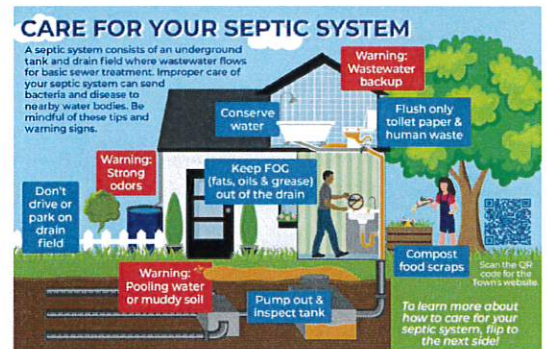
- 32 out of 162 catchment investigations completed (20%)
 - All catchments to be investigated by July 2028
 - 130 catchments left, which will take ~ 6 field days/year

- No confirmed illicit discharges found in 2023

Tasks	Years to Complete		Year 6 2024	Year 7 2025	Year 8 2026	Year 9 2027	Year 10 2028
Catchment Investigation	5	Days per Year	6	6	6	6	6
		Catchments Per Year	26	26	26	26	26
Dry Weather Screening	5	Days per Year	3	3	3	3	3
		Outfalls Per Year	26	26	26	26	26
Wet Weather Screening	5	Days per Year	2	2	2	2	2
		Outfalls Per Year	8	7	7	7	7
Illicit Detection & Removal (20% Contingency)	5	Days per Year	2	2	2	2	2
		Total Days Per Year (staff of 2)	13	13	13	13	13
		Total Field hours per Year	104	104	104	104	104

Public Education and Outreach

- Created Post Cards for MS4 TMDL/Impairment Requirements –
 - Spring Grass Clipping/Yard Waste,
 - Septic Tank Maintenance,
 - & Fall Leaf Litter (Drafted).
- Public Outreach Calendar



Ordinance Review and Updates

Kleinfelder worked with Millis to develop proposed revisions to comply with MS4 permit requirements:

Land Subdivision Rules and Regulations:

- Decrease Creation of Impervious Area
 - o Consider street location/width
 - o Change cul-de-sac standards, allow one-way drives
 - o Allow permeable pavement options
- Increase Green Infrastructure by
 - o Allow curb cuts for GI
 - o Allow exceptions in landscaping reqmts.

Zoning By-Law:

- Decrease Creation of Impervious Area:
 - o Allow driveways to be permeable pavement Commercial parking requirements – stall design size, # max
- Increase Green Infrastructure by:
 - o Require visual relief islands in commercial parking lots also act as bioretention islands

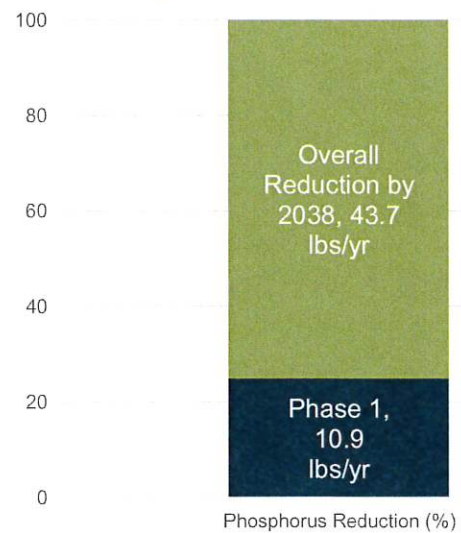
Phosphorus Control Plan

PCP Implementation Timeline for Charles River Watershed Communities

1-5 years after permit effective date [2018-2023]	5-10 years after permit effective date [2023-2028]	10-15 years after permit effective date [2028-2033]	15-20 years after permit effective date [2033-2038]
Create Phase 1 Plan	Implement Phase 1 Plan		
	Create Phase 2 Plan	Implement Phase 2 Plan	
		Create Phase 3 Plan	Implement Phase 3 Plan

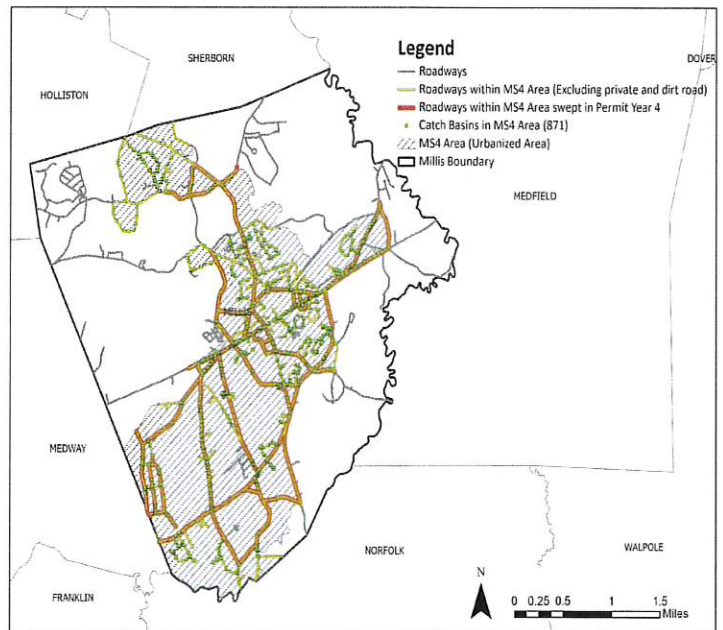
Town of Millis Phosphorus Reduction Requirement

- Must reduce Phosphorus by **43.7 lbs/yr** by **2038**
- Must achieve 25% (**10.9 lbs/yr**) of its overall phosphorus reduction requirement by the end of **Phase 1 (July 1, 2028)**.



Current Phosphorus Reduction Controls

Existing Non-Structural BMP	Implementation Levels	Average Annual P-Reduction (lbs/yr)
Street Sweeping	Twice per Year-Mechanical Broom for 9 months	1.61
CB Cleaning	871 Catch Basins (cleaned & maintained to be at less than 50% capacity)	17.4
Total Existing Non-Structural Credit		19.01



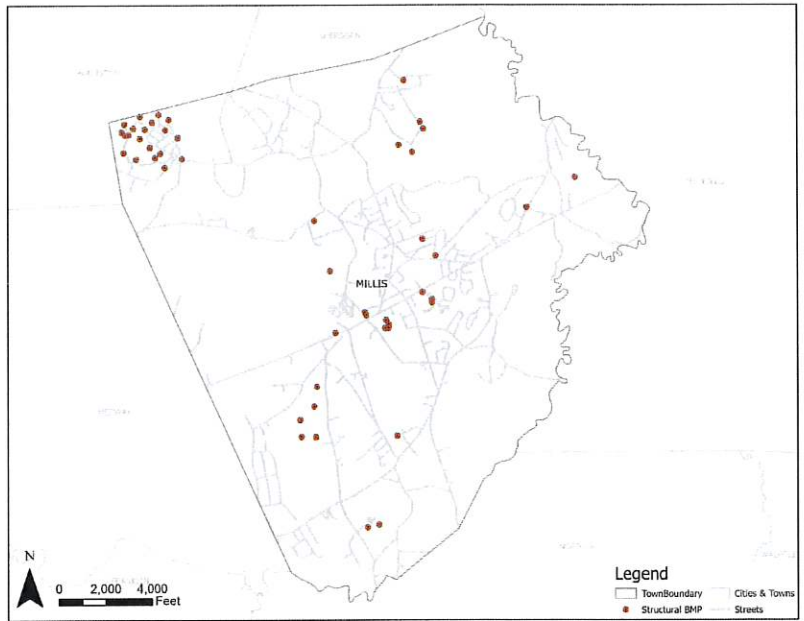
Phase I Implementation Cost

Non-Structural BMPs	Annual Cost (Subcontractor, Town Personnel, Hauling, and Disposal)	Removed Phosphorus Load (lb P/year)	Annual Cost per lb of Phosphorus Removed (\$/P lb)
Street Sweeping	\$45,610	1.61	\$28,330
Catch Basin Cleaning	\$19,571	17.4	\$2,250

\$ 65,181 Estimated Annual Cost of Phase 1 Implementation

Structural BMP Inventory

- The Town must reduce phosphorus by **43.7 lbs/yr** by **2038**
- The remaining **24.7 lbs/yr** can be achieved by structural BMPs.
- There are about **50** structural BMPs in Millis
 - Need BMP design information and O & M plan to receive phosphorus reduction credit
 - In 2024, structural BMP inventory will be completed, and tracking system will be developed



Next Steps - FY 2024 Tasks

- IDDE Program – Field Effort
 - Catchment Investigations
 - Wet weather outfall screening
- Ordinance Review and Updates
 - Scheduled for 2024
- Phosphorus Control Plan
 - Structural BMP Inventory
- Public Education and Outreach
 - NPDES Annual Report
 - September 2024
 - SWMP Updates



Water Management Act Permit Update

July 10, 2023 - Millis Select Board





Water Management Act Permit

- 2010 WMA Permit authorizes Millis a total of 0.99 MGD from all wells
- 2014: WMA Regulations changed and added new Permit Conditions
- 2022: MassDEP issued 5-year review of Millis' permit & 'Order to Complete'
 - OtC: requested actions / information
 - Incorporate new regulatory requirements; proposed changes to conditions
- Feb 2023 – Kleinfelder / Millis prepared a response to the OtC
 - Provided information
 - Pushed back on some major proposed changes



Water Management Act Permit

6/20/2023: DEP Issues Draft Permit Modification for Review

Existing Permit Conditions & **Significant Proposed Changes**

1. Streamflow restrictions on Wells 5 & 6
 - **DEP proposed to eliminate exception for water sales to Franklin or upstream communities**
 - We pushed back: Millis proactively tackling PFAS gives it the ability to help other communities if they need supplemental water while building PFAS treatment facilities (and provides revenue to Millis)
 - ✓ **DEP agreed; Modified Permit will retain the exemption to allow sales to Franklin or other upstream communities in need**
2. Annual average withdrawal – currently 0.99; (Millis actual use past 5 years 0.63MGD)
 - **DEP proposed to reduce to 0.84 MGD**
 - Mills argued for maintaining 0.99 and requested a new Water Needs Forecast (MassDCR conducts)
 - **DEP countered by proposing to issue 0.84 MGD as an Interim Allocation**
 - Updated Forecast within 4 years to determine volume
 - 0.84 MGD limit could be raised via Permit Amendment if forecast data warrants



Water Management Act Permit

Other New Permit Requirements:


- ✓ Residential gallons per capita per day standard 65 – in compliance
- ✓ Minimization plan required – submitted with OtC – in compliance
- ✓ Unaccounted-for Water standard (10%) – Millis out of compliance 2019; in compliance 2020; 2021.
Must comply 2 of every 3 years or prepare a Water Audit
- Outdoor water use:
 - Includes a new 7-day low-flow trigger for the Charles River at Medway gauge of 8.1 cfs
 - Need to document compliance; update water restriction bylaw
- Water Conservation: 2018 Water Conservation Standards now apply
- Minimization Plan required to present a strategy for reducing impacts of pumping on depleted sub-basins.
 - ✓ Kleinfelder prepared a Minimization Plan which was submitted with the OtC Response.
 - ✓ Strategy is to rely on Wells 1 & 2 more in summer once PFAS treatment is online.
 - ✓ In compliance



Water Management Act Permit

Next Steps:

- DEP is seeking Millis Water Commissioners comment on Draft Modified Permit
- DEP to publish the Draft Permit for public comment (30-day period)
- Final Modified Permit to be Issued ~ 30 days after public comment period closes



D'Angelis (Wells 1 &2) PFAS Treatment Plant – Update July 2023

Town of Millis Select Board, July 10, 2023

Kirsten Ryan, PG. Senior Project Manager
Drinking Water Practice Lead
Kleinfelder
1 Beacon Street, Boston MA



Well 1 & 2 Status:

- ✓ Substantial completion
- ✓ Successful start-up test and MassDEP inspection on 06/28/2023
- ✓ All PFAS = not detectable
 - Awaiting final written approval from MassDEP
 - Plant will go online in July
 - Project is on-time and under budget



Thank you to Winston Builders, Town of Millis / DPW for a collaborative effort

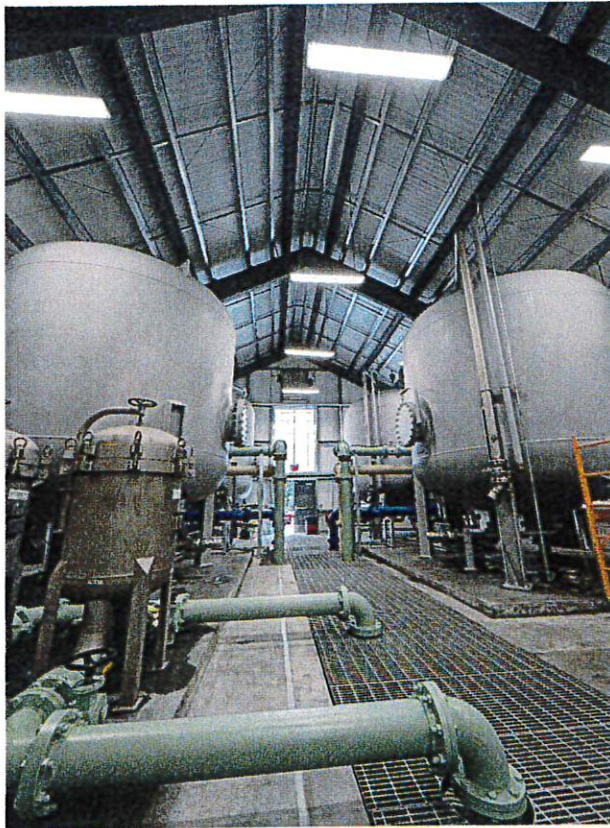
Well 1 & 2 Pump House Upgrades:



- ✓ Wells cleaned
- ✓ New well pumps
- ✓ Relined screens



New GAC Filtration for PFAS Removal, Wells 1&2





Village St. (Well 3) Water Treatment Plant – PFAS Treatment Design

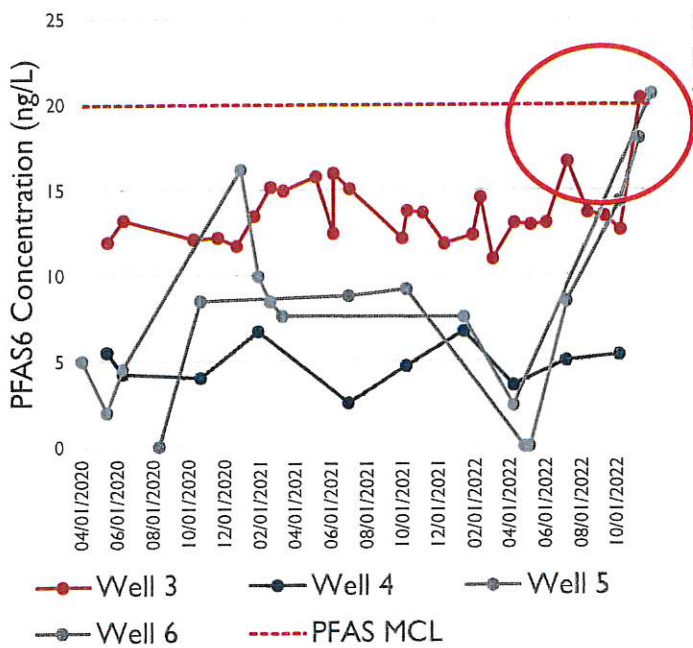
Town of Millis Select Board, July 10, 2023

Kirsten Ryan, PG. Senior Project Manager
Drinking Water Practice Lead
Kleinfelder
1 Beacon Street, Boston MA

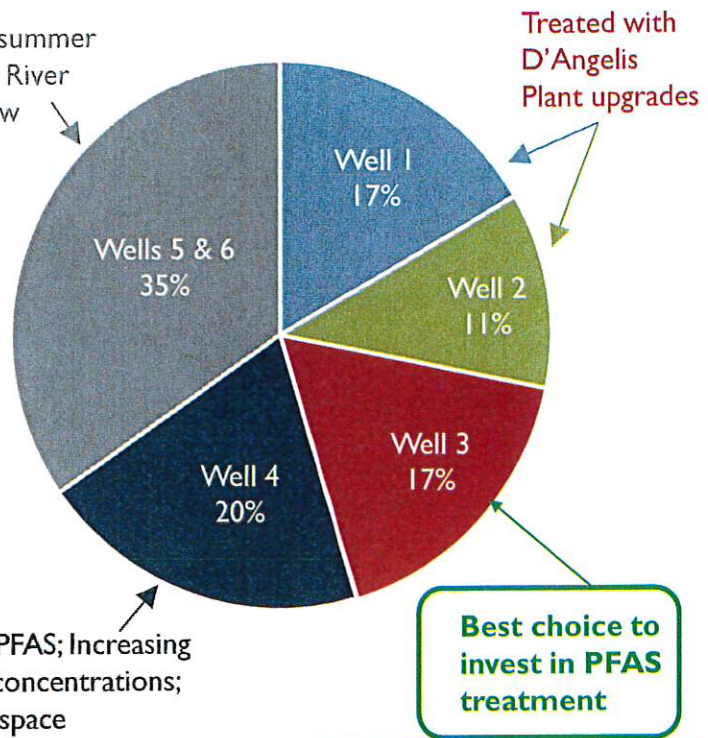


Well 3 Chosen for PFAS Treatment:

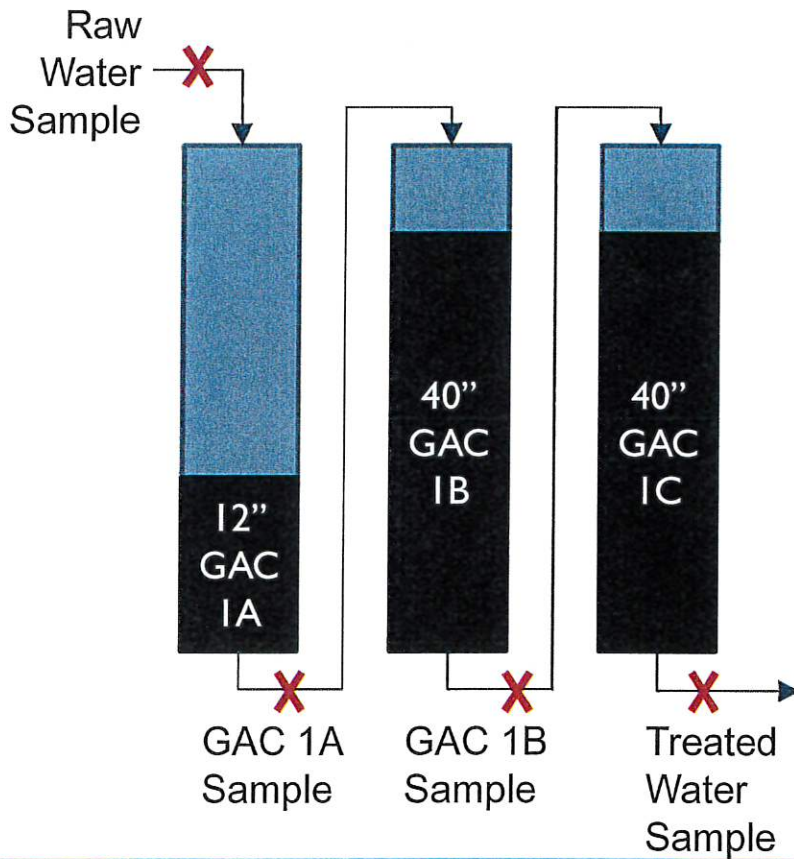
PFAS6 (2020 – 2022)



Permitted Volumes by Source
Total = 4.33 MGD

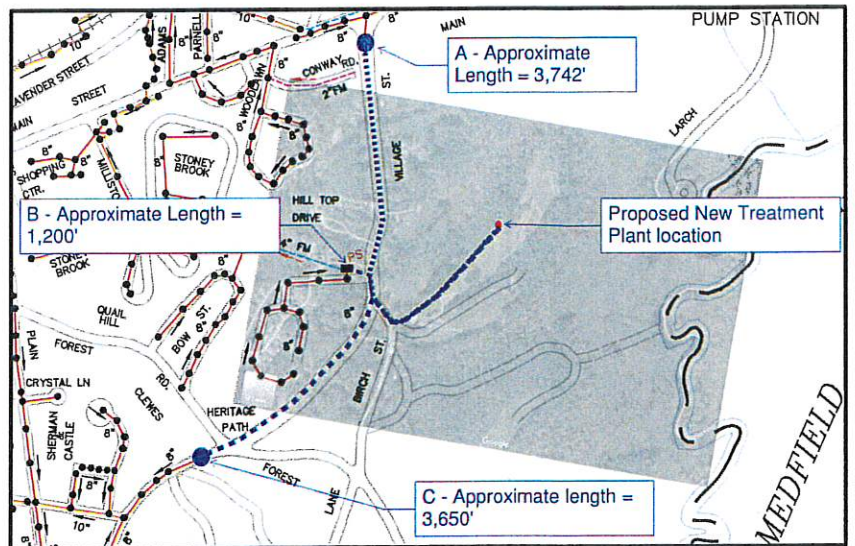
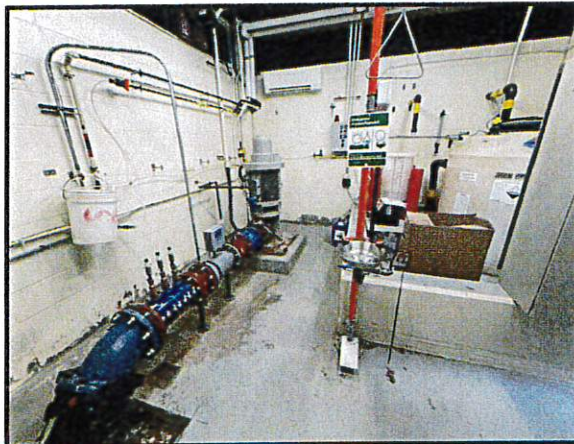
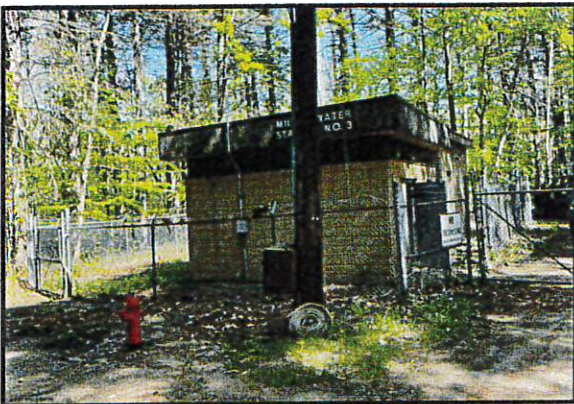


Pilot Testing

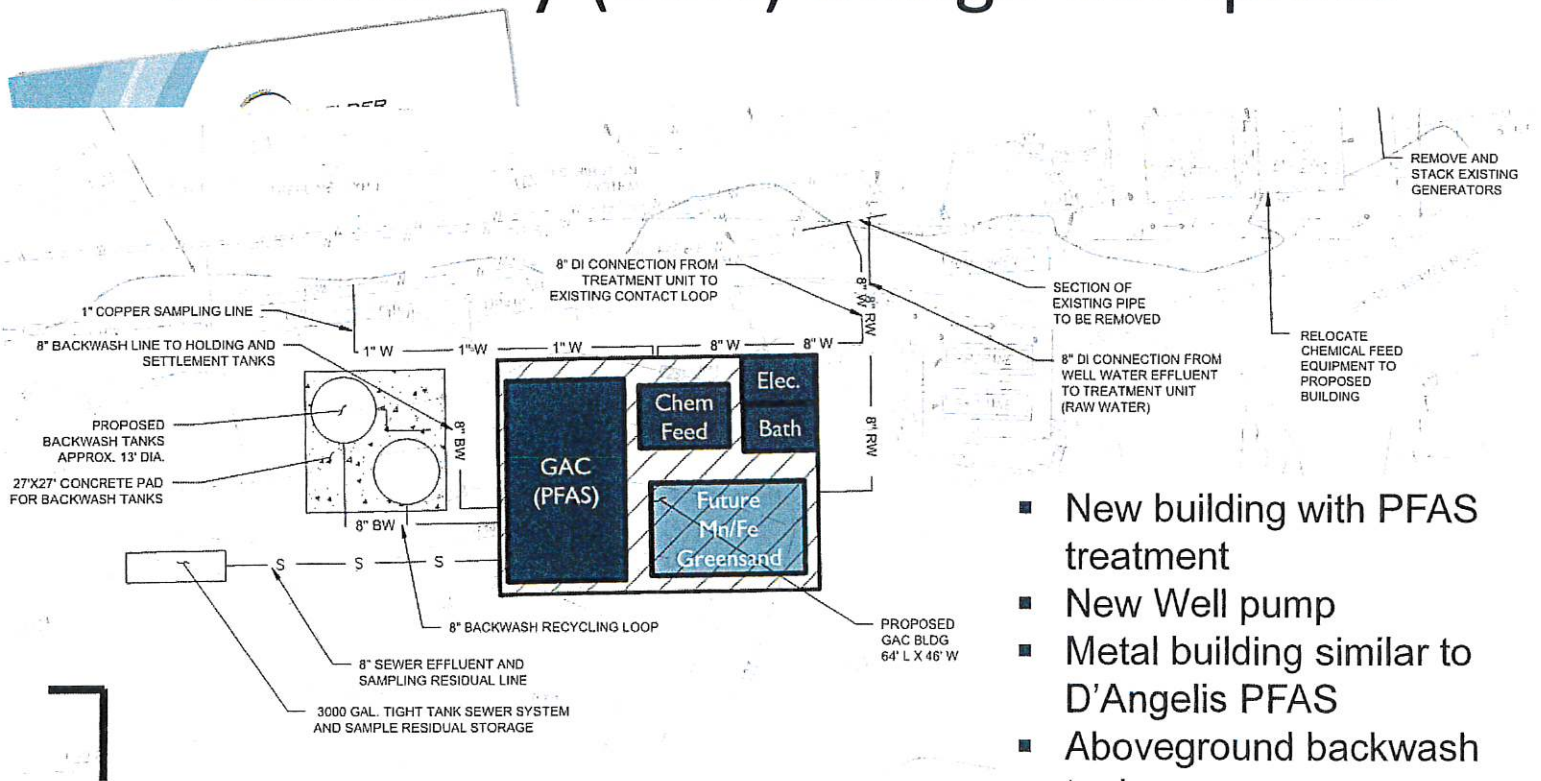


Pilot testing confirmed the GAC media will treat PFAS to Non-detectable

Existing Conditions



Preliminary (30%) Design Complete



- New building with PFAS treatment
- New Well pump
- Metal building similar to D'Angelis PFAS
- Aboveground backwash tanks
- New generator

Funding Sources & Opinion of Probable Capital Cost

- OPCC: \$6.88 M (*includes 30% contingency*)
- ✓ EPA State Assistance Grant
 - **\$3.5M** awarded for the project
 - 20% Town match required (\$700,000)
 - Federal funds subject to AIS requirements
 - BABA requirements waived for this project
- Drinking Water State Revolving Fund Loan
 - 0% for design, construction, and start-up
 - Prelim Application Aug 2023; Decision ~ Jan 2024



Final Design Contract

Task 1 Design

- 60%: finalize major equipment & layout; requirements, drawings. 60% cost estimate. Review & address American Iron & Steel requirements
- 90%; 100%: Final drawings & specifications for Ch. 149 bidding.

Task 2 Permitting

- Federal reviews & approvals: NEPA/ESA/EA documentation
- State permit / approvals (MHC; DEP System modifications)
- Local permit / approvals (wetlands, BOH, Planning, Building)

Task 3 Funding Support

- EPA Grant reporting / administration/ coordination
- SRF Application



Anticipated Schedule

Task	Estimated Start Date	Estimated End Date
Design Contract Executed / Notice to Proceed	Jul 14, 2023	--
<i>Submit SRF Statement of Interest for 0% Loan</i>	<i>Jul 14</i>	<i>Aug 11</i>
Final Design & Permitting; 100% Cost	Jul 2023	Nov 2023
<i>Fall Town Meeting – Appropriate Construction Cost; Bidding & Construction Phase Engineering</i>	<i>Jul 2023</i>	<i>Nov 2023</i>
Bidding	Dec 2023	Jan 2024
<i>SRF Decision Expected</i>	<i>Jan '24</i>	<i>Mar '24</i>
<i>SRF Loan Application</i>	<i>Mar '24</i>	<i>April '24</i>
Construction Contract Award & Execution*	Spring 2024	
Construction* <i>*(depends on equipment lead times and SRF funding timeline)</i>	Spring 2024	Summer 2025
DEP Acceptance, Start up Testing	Summer 2025	Summer 2025

23-146

Approval of DPW Contracts



TOWN of MILLIS

DEPARTMENT OF PUBLIC WORKS

900 MAIN STREET, MILLIS, MA 02054

TO: Michael Guzinski, Town Administrator
FROM : James F. McKay, Director of Public Works
DATE : July 5, 2023
SUBJECT : Town Meeting Contracts

I would ask that the Select Board approve and allow the Town Administrator to sign the following contracts:

2023/24 CK31003 Chevrolet Silverado 3500 dump truck with plow and sander:

Liberty Chevrolet
90 Bay State Road
Wakefield, MA 01880
Not to exceed: \$ 95,527

CAM Superline Heavy Duty 10 Wheel Trailer:

Yered Trailers
11 West Mill Street
Medfield, MA 02052
Not to exceed: \$ 23,000.00

Chlorine/PH analyzers:

Carl Lueders & Co., Inc.
258 Main Street, Unit #6
Medfield, MA 02052
Not to exceed: \$ 31,200.00

FY24 I/I Investigation

GCG Associates, Inc.
84 Main Street
Wilmington, MA 01887
Not to exceed: \$ 137,630.00

The funding for these projects came at the May 3, 2023 Annual Town Meeting article #12.

Michael Guzinski, Town Administrator

Date:

23-147

FY23 Interdepartmental Transfers



TOWN OF MILLIS

TO: Select Board

CC: Karen Bouret DeMarzo, Assistant Town Administrator

FROM: Michael Guzinski, Town Administrator

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

DATE: July 6, 2023

RE: Interdepartmental Transfers

Greetings,

In accordance with MGL Ch.44 Section 33B(b), at the conclusion of the Fiscal Year (between May 1 – July 15), the Select Board, with the concurrence of the Finance Committee, may transfer any amount appropriated within the general budget, to any other appropriation. This is done on an annual basis to properly balance the various budgetary accounts prior to the closeout of the Fiscal Year.

The Finance Department will be forwarding to you the complete list of recommended budgetary transfers prior to your meeting on Monday. The Finance Committee is scheduled to meet on Wednesday, July 12th to vote upon these transfers.

Please let me know if you have any questions regarding this matter.

Thank you.

Part I ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 44** MUNICIPAL FINANCE**Section 33B** TRANSFER OF APPROPRIATIONS; RESTRICTIONS

Section 33B. (a) On recommendation of the mayor, the city council may, by majority vote, transfer any amount appropriated for the use of any department to another appropriation for the same department. In addition, the city council may, by majority vote, on recommendation of the mayor, transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year, to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation. Except as provided in the preceding sentence, no transfer shall be made of any amount appropriated for the use of any city department to the appropriation for any other department except by a 2/3 vote of the city council on recommendation of the mayor and with the written approval of the amount of the transfer by the department having control of the appropriation from which the transfer is proposed to be made. No transfer involving a municipal light department or a school department shall be

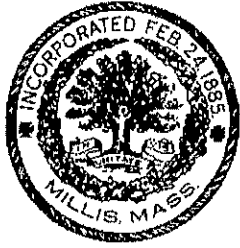
made under the previous sentence without the approval of the amount of the transfer by a vote of the municipal light department board or by a vote of the school committee, respectively.

(b) A town may, by majority vote at any meeting duly held, transfer any amount previously appropriated to any other use authorized by law. Alternatively, the selectmen, with the concurrence of the finance committee or other entity established under section 16 of chapter 39, may transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation.

(c) No approval other than that expressly provided in this section shall be required for any transfer under this section.

23-148

Natural Gas Contract



TOWN OF MILLIS

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

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

TO: MEMBERS OF THE SELECT BOARD, TOWN ADMINISTRATOR
FROM: ROBERT WEISS, ENERGY MANAGER
DATE: July 10, 2023
RE: ENERGY SUPPLY CONTRACTS FOR GAS

Today, I am asking the Board to authorize the Town Administrator to sign a contract on behalf of the Town with a natural gas supplier and at a price that I will announce at this evening's meeting.

As you know, our Eversource gas bills have prices for both delivery and fuel supply. While customers, including this municipality, have no control over the delivery costs, we can choose our fuel supplier, which helps us budget steady, reasonable, and predictable energy bills over time.

The Town, through the offices of the Town Administrator and the Energy Manager, periodically reviews bids from third-party suppliers and signs contracts for future fuel supplies. In the past we have signed supply contracts for multiple years to hedge against the inevitable price increases. This action is even more pertinent in today's volatile energy markets.

Our current supply contract runs through July 31, 2025. Working with our broker, Tradition Energy, we received bids this afternoon that will protect the Town from price increases through 2027. The supplier will send us a contract tomorrow, July 11, that will allow us 72 hours to lock in the price.

A copy of the bid document will be provided at this evening's meeting. The contract stipulates that we will not be absolutely locked into purchasing a set volume of gas through the supplier and instead will meet all volumetric requirements across contracted gas accounts. Consequently, we can further reduce our gas use through energy efficiency measures, such as converting our buildings' heating from fossil fuel boilers to cleaner heat pumps, without penalty. The contract that we receive tomorrow morning may reflect a slight increase in market prices and I ask that the Town Administrator be given a window of \$0.50/dekatherm (5.5%) for our decision to sign.

----- MOTION -----

Mr. Chairman, I move that the Board vote to authorize Town Administrator Guzinski to sign a natural gas fuel supply contract with (the contractor of the winning bid) at a price of \$X.XXX (with a 5.5% window) per dekatherm for our municipal and school gas accounts for the calendar years 2025, 2026 and 2027.

23-149

RFP Cell Tower at 121 Norfolk Road



TOWN OF MILLIS

OFFICE OF THE TOWN ADMINISTRATOR
Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041

Michael Guzinski
Town Administrator
mguzinski@millisma.gov

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

Memo

Date: July 7, 2023

To: Members of the Select Board

From: Karen Bouret DeMarzo, Assistant Town Administrator

RE: Award of RFP for Lease of Land to Install and Operate Wireless Service Tower and Communication Facilities at 121 Norfolk Road, Millis

At the November 5, 2018, Town Meeting an article was approved authorizing the Select Board to lease a portion of the Town-owned land located at 121 Norfolk Road for a period not to exceed 30 years and to enter into any and all agreements on behalf of the Town for the purpose of wireless communications. Several factors, including the pandemic, delayed the RFP issuance for several years. After consultation with town counsel the RFP was finally advertised in the local paper and placed on the central register in May of this year and two proposals were received and reviewed.

We are recommending that the Select Board vote to accept the June 8, 2023, proposal submitted by Wireless Edge at an annual base rent of \$29,412.00 with an escalation of base rent at 2.5% per year paid on a monthly basis, co-location revenue share percentage of 50% to be paid on a monthly basis, and permit bonus paid upon receipt of all approvals at \$30,000.00 for a lease period not to exceed 30 years. This will be a great new source of revenue for the Town.

11/5/18 Fall TM

to issuance of such licenses,
by any applicant for such

by the Board of Selectmen,
such information as the Board
want annually shall pay an
by the Board of Selectmen.

next two regularly sched-
ice provided to the appli-

on with conditions. Such
consistent with the protection
regulations promulgated

enforcement of this regula-
for injunctive relief, in a
issued hereunder shall
such a warning shall re-
aid initial fine may be pun-
compliance shall constitute
ing, with notice to the li-
evoked.

Massachusetts Constitu-
Chapter 94G, § 3, 935

Town amend the Town
Regulations, as described

is General By-laws, by
ke any action thereto:
board of Selectmen)

tetrahydrocannabinol
sidewalk, public way,
area, boat landing, pub-
own owned by or under
ice operated by a

This by-law may be enforced through any lawful means in law or in equity including, but not limited to, enforcement by criminal indictment or complaint pursuant to G.L. c. 40, § 21, or by noncriminal disposition pursuant to G.L. c. 40, § 21D, by the Board of Selectmen, the Town Administrator, or their duly authorized agents, or any police officer. The fine for violation of this by-law shall be three hundred dollars (\$300) for each offense. Any penalty imposed under this by-law shall be in addition to any civil penalty imposed under G.L. c. 94C, § 32L.

VOTED UNANIMOUSLY (MAJORITY VOTE REQUIRED) that the Town amend the Town of Millis General By-laws, by adding section 50 to Article VIII, Police Regulations as described above and in the warrant.

ARTICLE 17. To see if the Town will vote to authorize the Board of Selectmen to lease a portion of the Town-owned land located 121 Norfolk Road for wireless communication purposes for a period not to exceed 30 years and upon such terms and conditions as the Board of Selectmen shall determine to be in the best interest of the Town and subject to the approval of the Massachusetts Department of Environmental Protection; and to authorize the Board of Selectmen to enter into any and all agreements and execute any and all instruments as may be necessary on behalf of the Town to effectuate the purposes of this article; or act in any manner relating thereto.
(Submitted by the Board of Selectmen)

VOTED UNANIMOUSLY (2/3 VOTE REQUIRED) that the Town authorize the Board of Selectmen to lease a portion of the Town-owned land located at 121 Norfolk Road for wireless communication purposes for a period not to exceed 30 years and upon such terms and conditions as the Board of Selectmen shall determine to be in the best interest of the Town and subject to the approval of the Massachusetts Department of Environmental Protection or any other applicable State entity; and to authorize the Board of Selectmen to enter into any and all agreements and execute any and all instruments as may be necessary on behalf of the Town to effectuate the purposes of this article.

Motion made by Jodi Garzon, Chairman, Finance Committee, which was seconded, to adjourn the meeting.

VOTED UNANIMOUSLY to adjourn sine die at 9:48 p.m., the business of the Warrant having been completed.

Lisa Jane Hardin
Town Clerk

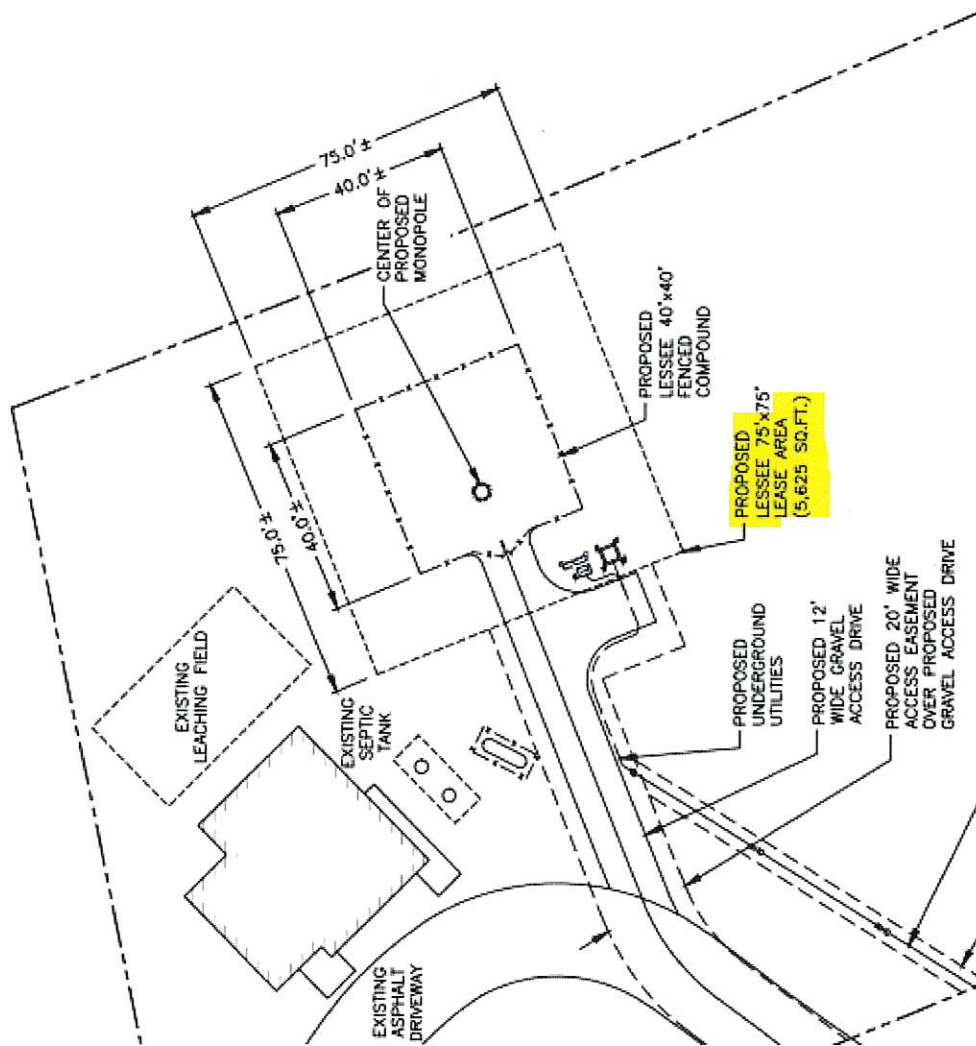
RFP package #121 Lease of Land to Install and Operate Wireless Service Tower and Communication Facilities at 121 Norfolk Road, Millis, MA

The Town of Millis (the "Town"), acting by and through its Select Board, requests proposals from personal wireless services providers and/or telecommunications companies for the construction and operation of a telecommunications tower and related equipment at the 121 Norfolk Road, Millis, Massachusetts, for the provision of wireless telecommunications services. The site consists of approximately two (2) acres identified by the Assessors as Map 39, Parcel 043.

The Request for Proposal (RFP) package #121 Lease of Land to Install and Operate Wireless Service Tower and Communication Facilities at the Millis 121 Norfolk Road, Millis, MA are available to be obtained by sending an email request to townadministratoroffice@millisma.gov or in person at the Town Administrator's Office, 900 Main Street, Millis, MA.

The lease shall be for a term of up to 30 years.

Pursuant to M.G.L. c. 30B, § 16, sealed proposals must be received no later than **June 8, 2023, at 1:00 p.m.** at the Veterans Memorial Building, Town Administrator's Office, 900 Main Street, Millis, MA 02054. The bid opening will immediately follow in Room 229 of the Veterans Memorial Building. The Town reserves the right to cancel this RFP and reject any and all proposals in the best interests of the Town.





38 West Market Street
Rhinebeck, New York 12572
Office: (914) 712-0000
Fax: (914) 712-9005

June 8, 2023

Town of Millis
900 Main Street
Millis, MA 02054
Attention: Michael Guzinski, Town Administrator

Re: RFP - Lease of Ground Space for Installation and Operation of Communications Equipment

Dear Mr. Guzinski:

Wireless *EDGE* respectfully submits the enclosed proposal in response to the RFP. We have direct experience in all elements of the scope of work, and we possess all the administrative tools, documentation and processes required to professionally manage the tower facility.

Our specialty is the development, leasing and operation of tower facilities on governmental properties with over 95% of our sites on public property including schools, parks, public works, town halls, fire stations, highways and institutional campuses. We have experience constructing and operating antenna facilities where security and restricted access protocols are required, such as police stations, correctional facilities and military bases. Included with our proposal is a presentation highlighting some similar successful projects.

Since Wireless *EDGE* is an independent tower company that is "carrier neutral" with independent financing and management, we are in the best position to maximize the potential of the site and move quickly with the development.

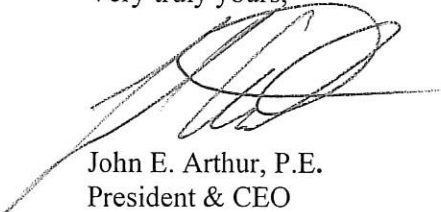
We hereby acknowledge receipt of the Town's responses to questions dated 5-30-23.

This offer is effective for at least forty-five (45) days.

Wireless *EDGE* Towers II, LLC is a registered FLCC in Massachusetts. No other Federal or State Licenses are required for this project.

We sincerely appreciate your time and attention to this proposal, and we look forward to working with the Town, should we be awarded the contract.

Very truly yours,



John E. Arthur, P.E.
President & CEO



2.0 Price Proposal

Wireless EDGE will generate a significant source of revenue for the Town at no cost to the Town.

Wireless *EDGE* is basing our financial proposal on the assumption that the Facility will be approved in accordance with the requirements in the RFP and this proposal response. The Facility will accommodate up to five (5) wireless carrier tenants, along with reserved space and structural capacity for the Town’s use and/or that of other Governmental and public safety agencies.

2.1 Major Terms of Price Proposal

We have summarized the major terms of our proposal in **Table 1** below and on the Price Proposal (Form B) included with this submission.

Wireless *EDGE* will be responsible for the cost of design, permitting and construction, as well as all maintenance, insurance, management and operations.

For the Facility, the Town and Wireless *EDGE* will enter into a Lease Agreement substantially in the form provided in the RFP specifications. Wireless *EDGE* will then enter into sublease agreements with each wireless carrier to co-locate on the tower.

Table 1 – Summary of Revenues to Town

	Payment to Town
Annual Base Rent (Lease Year 1):	\$29,412.00
Escalation of Base Rent:	2.5% per year
Co-location Revenue Share Percentage:	50%
Permit Bonus paid upon receipt of all approvals	\$30,000.00



2.1.1 Annual Base Rent

Wireless *EDGE* will pay the Town a Base Rent of **\$29,412.00 per year** in equal monthly payments. The Base Rent will escalate at an Annual Index Rate of **two and one-half percent (2.5%) per year**. The Base Rent shall include the right to install/operate one (1) antenna level on the tower and related equipment space in the compound for one wireless service provider (the “Anchor Carrier”), to be designated by Tenant.

2.1.2 Co-location Revenue Share

On a monthly basis, Wireless *EDGE* will pay the Town a Revenue Share based on **Fifty percent (50%)** of the sublease rental income from additional Co-locators at the Facility (second and subsequent wireless carriers).

In addition to cellular tenants, the Revenue Share Percentage shall apply to any narrowband tenants (typically local dispatch, satellite radio, internet/data services and outside government agencies) and future EDGE Computing tenants (typically ground-based data services co-located at the tower).

The Town’s Co-location Revenue Share Percentage will escalate at the Index Rate negotiated in each sublease and may vary among tenants.

2.1.3 Permit Bonus

Upon receipt of all permits to construct the Facility including a building permit by the Town, Wireless *EDGE* will pay the Town a **Permit Bonus of Thirty Thousand Dollars (\$30,000)**, payable within ten (10) days of issuance of the building permit by the Town. The permit bonus is in addition to ordinary application and permit fees.

2.2 Value-Added Considerations

2.2.1 Wireless *EDGE* will provide the Town antenna and ground space for designated public safety agencies (including local volunteer) rent-free (\$0 rent).

Wireless *EDGE* will include antenna mounts as necessary for use by the Town and local municipal/public safety agencies.



In addition, Wireless *EDGE* will prepare equipment space for Town or designated public safety use on the ground at no cost to the Town. This will include concrete slab or piers, waveguide (ice) bridge, utility conduits and grounding system. Wireless *EDGE* will also install the Town and/or public safety antennas on the tower at no cost to the Town.

2.2.2 Wireless *EDGE* maintains a stringent and proactive maintenance program. We take pride in the appearance and upkeep of our sites, and we treat the Town's property with respect. In addition to our own inspections and site supervision, we supervise co-location installations by the wireless carriers and perform a regiment of inspections, routine upkeep and 24/7 emergency service availability. In addition, Wireless *EDGE* maintains a 24/7 emergency toll-free service so that we can be reached at any time.

2.2.3 Should the Town need to add antennas to the tower or modify existing antennas, Wireless *EDGE* will conduct the structural analysis for the Town's modifications at no cost to the Town.

2.2.4 Wireless *EDGE* will extend our vendor discounts to procure the Town's future antennas and related materials, and we can advance-fund purchases for the Town from future revenues. For example, if the Town is planning to install a new antenna system on the tower, the Town may elect to have Wireless *EDGE* procure the equipment and deduct the cost from upcoming rent payments. We will provide the Town with a no mark-up price quotation and the Town can compare pricing.

2.3 Lease Discussion

We have reviewed the sample lease form provide with the RFP. The basic form is acceptable with the incorporation of our specific proposal bid. We reserve the right to make corrections, provide clarification language, incorporate necessary industry standard requirements, and negotiate non-material provisions that are mutually beneficial to the parties.

Base Rent will start on the date the Town issues a building permit to construct the facility. Co-location Rent will be paid based on actual Rental Income receipts. On a monthly basis, Wireless *EDGE* aggregates all payments for the same period, unless a sublease rent payment is late.

The Base Rent and Co-location Revenue Share will be paid monthly and will include a detailed statement of rental receipts.



3.0 Company Information

3.1 General

Wireless *EDGE* Towers II, LLC
38 West Market Street
Rhinebeck, NY 12572
Delaware limited liability company
Formed in 2018
(Successor to Wireless *EDGE* Towers, LLC, 2010)
Executives:
John E. Arthur, President & CEO
F. Howard Mandel, Vice President

Contact Information:

John E. Arthur
Tel: (914) 712-0000, Ext 103
Mob: (914) 216-4087
Fax: (914) 712-9005
arthur@wirelessedge.com

Website:

www.wirelessedge.com

Offices:

New York Office
38 West Market Street
Rhinebeck, NY 12572

Ohio Office
57 E. Washington Street
Chagrin Falls, Ohio 44022

23-150

Housing Authority Letter

23-151

FY24 SB Goals

23-152

Ratification of Dispatcher MOA

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF MILLIS
AND
MILLIS POLICE ASSOCIATION DISPATCHERS**

June 20, 2023

WHEREAS, the Town of Millis (the "Town") and the Millis Police Association Dispatchers (the "Union") have come to terms relative to a new Sick Leave Bank provision; and

WHEREAS, the parties have agreed to execute a Memorandum of Agreement establishing a Sick Leave Bank.

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

A sick leave bank shall be established as follows:

1. 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 absence of twenty (20) consecutive working days or more.
2. 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.
3. To be eligible for the benefits of the Sick Leave Bank, an employee must donate to the Bank one (1) day or one 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.

4. 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.

5. 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 reasons other than permanent disability or death of employee will result in refunding to the Town of Millis the full amount of the salary received while covered by sick leave from the Sick Leave Bank.

6. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of two (2) ~~union~~ **unit** members which shall have the authority to make further regulations, consistent with the terms of the Article **and applicable law**. The Sick Leave Bank Committee will be composed of two members **elected** ~~designated~~ by the employees.

7. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted, except that the initial grant of sick leave to an eligible employee shall not exceed twenty (20) days.

The Sick Leave Bank Committee shall consider at least the following criteria in administering the Sick Leave Bank and in determining eligibility and the amount of leave:

a. Adequate medical evidence of serious illness or disability, as determined by the Sick Leave Bank Committee in its sole discretion;

b. ~~Length of service in the Town; and~~

e. ~~Propriety of the use of previous sick leave.~~

The Sick Leave Bank Committee may establish other **lawful** criteria and may seek additional medical opinions and evidence of the serious illness or disability.

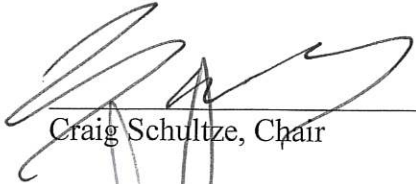
8. Decisions of the Sick Leave Bank Committee or are not subject to the grievance **or arbitration procedure**.

9. The Chief of Police, at his discretion, may make a one time donation of 15 Sick days to establish the Sick Bank.

10. All other terms of the existing collective bargaining agreement shall remain in full force and effect.


FOR THE TOWN

MILLIS POLICE ASSOCIATION
DISPATCHERS



Craig Schultze, Chair





Ellen Rosenfeld, Vice Chair





Erin Underhill, Clerk

23-153

SB Liaison Updates

23-154

Approval of DRAFT Minutes

Select Board Meeting 10/25/21

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

Announcements

Jim McKay, DPW Director, said the assisted living project has begun and the elevator shafts have been built. Mr. McKay provided updates on paving projects in Town as well including Spring Street.

Karen Bouret DeMarzo thanked the Norfolk County Sheriff's Department Community Service Program for the volunteer work over the last two and a half weeks. Projects included landscaping at Oak Grove Farm, Prospect Hill Cemetery, Lansing Millis Memorial Building and indoor work at the Library.

21-273 Appointment of Snowplow Driver/Contractors

Sel. Underhill made a motion to appoint Kenneth "Alec" McColl and Mark Robbins as Seasonal Snow Plow Contractors effective 11/01/21 through 04/01/22 subject to successful results from a physical, CORI and drug screen. The motion was seconded by Sel. Schultze.

Sel. Jurmain polled the Board and the motion passed unanimously.

21-274 Appointment of a Cultural Council Member

Sel. Underhill made a motion to appoint Meaghan Quilop to the Cultural Council. The motion was seconded by Sel. Schultze.

Sel. Jurmain polled the Board and the motion passed unanimously.

21-275 Hearing: FY22 Tax Rate Classification

Sel. Underhill made a motion to open the FY22 Tax Rate Classification hearing at 7:15pm. The motion was seconded by Sel. Schultze.

Sel. Jurmain polled the Board and the motion passed unanimously.

Teri Gonsalves, Assistant Assessor, asked the Board to approve a single tax rate for fiscal/levy year 2022. Ms. Gonsalves said due to the low commercial base in Town, a single tax rate is recommended and always been adopted in the past.

Sel. Underhill made a motion to close the FY22 Tax Rate Classification hearing at 7:20 pm. The motion was seconded by Sel. Schultze.

Sel. Jurmain polled the Board and the motion passed unanimously.

Sel. Underhill made a motion to approve a single tax rate for Fiscal/Levy Year 2022. Sel. Schultze seconded the motion.

Sel. Jurmain polled the Board and the motion passed unanimously.

21-276 Approval of Re-Precincting Map

Kathi Smith, Assistant Town Clerk, asked the Board to accept as presented by the Town Clerk for the 2020 Re-Precincting Plan for the Town of Millis. Ms. Smith noted there were no significant changes to the plan.

Sel. Underhill made a motion to accept the 2020 Re-Precincting Plan for the Town of Millis as presented by the Clerk's office. The motion was seconded by Sel. Schultze.

**Sel. Schultz made a motion to deny the request to open the road at 59 Island Road. The motion was seconded by Sel. Underhill.
Sel. Jurmain polled the Board and the motion passed unanimously.**

21-281 Fall Annual Town Meeting Warrant Articles Discussion

Mr. Guzinski reviewed some minor language adjustments of Article 9 relating to the Charter changes.

**Sel. Schultze made a motion to approve the minor language changes to Article 9 as presented. Sel. Underhill seconded the motion.
Sel. Jurmain polled the Board and the motion passed unanimously.**

Mr. Guzinski said the Finance Committee recommended against the School's request for a Town-wide Social Worker as part of Article 2 but asked that this request be brought back in the Spring.

Mr. Guzinski noted that the town meeting procedures and warrant are posted on the homepage of the Town website at this time.

The Board asked for a representative of the School to be invited to discuss the Social Worker request at their meeting on November 1. The Board discussed voting on a funding for a few of the articles, as requested by Sel. Schultze, now that free cash has been certified. The Board asked if the Finance Director could be invited to the meeting on November 1 to provide a breakdown of the free cash numbers. Cathy MacInnes, resident and Chair of the Enterprise Funds Advisory Committee expressed concerns about funding of the water treatment plant by water users in Town.

21-282 Discuss Letter from Norfolk County Registry of Deeds Regarding Registry CIO and IT

Sel. Jurmain said he spoke to William O'Donnell Register of Deeds today and reiterated his concerns about the commissioners recommending eliminating the on-site Registry IT Technology Department.

21-283 Approval of Town HVAC Services Contract with Renault

**Sel. Underhill made a motion to approve the three year maintenance contract with Renault HVAC & Controls, Inc. for preventative maintenance for \$30,645.00 per year. The motion was seconded by Sel. Schultze.
Sel. Jurmain polled the Board and the motion passed unanimously.**

21-284 Board/Committee Liaison Updates

Sel. Underhill said she attended the Permanent Building Committee meeting. Ms. Underhill said the DPW project is coming along well and the committee looks forward to its completion.

Sel. Jurmain attended the Energy Committee meeting. Mr. Jurmain said the committee is working on a strategic plan for reducing the carbon footprint that they will be able to share with residents.

21-285 Approval of Annual Stormwater Utility Commitment

**Sel. Schultze made a motion to approve the Stormwater Utility Commitment to Collector for FY22 for \$671,352.00. The motion was seconded by Sel. Underhill.
Sel. Jurmain polled the Board and the motion passed unanimously.**

21-286 Approval of DRAFT Minutes

Sel. Underhill made a motion to approve the DRAFT minutes for 9/27/21. The motion was seconded by Sel. Schultze.

Sel. Jurmain polled the Board and the motion passed unanimously.

8:50 pm

Sel. Jurmain made a motion to enter executive session to conduct strategy sessions in preparation for union and non-union personnel for the Police Chief and Massachusetts Coalition of Police Local 171 and Millis Police Association Dispatchers and to discuss strategy with respect to litigation for Aqueous Film-Forming Foam (AFFF).

The motion was seconded by Sel. Underhill.

Sel. Jurmain polled the Board and the motion passed unanimously.

9:11pm

Following Executive Session, Sel. Underhill made a motion to adjourn. Sel. Schultze seconded the motion.

Sel. Jurmain polled he Board, and the motion passed unanimously.

Respectfully submitted by Victoria Schindler

Select Board Meeting Minutes 06/06/23.

Chair Schultze called the meeting to order at 7:00pm.

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

Announcements

Chair Schultze stated Millis Municipal offices and Millis Public Library will be closed on 6/19 in observance of Juneteenth.

Chair Schultze congratulated the Class of 2023!

DPW Director reviewed the current water ban which states residents are not allowed to water between 9am-5am 7 days a week.

Chair Schultze stated there will be an informational meeting about the Tri-County School rebuild meeting.

Chair Schultze stated Millis celebrates Pride month!

23-122 Event Approval

- *Run Back to School*

Sel. Rosenfeld made a motion to approve the "Run back to School" for September 24, 2023.

Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

- *10/1 Bicycle Ride for Food*

Sel. Rosenfeld made a motion to approve the "Bicycle Ride for Food" to ride through Millis on

Sun October 1st, 2023, from 9am-11am. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

23-123 Appointment of Temporary Fire Department Maintenance Intern

Sel. Rosenfeld made a motion to ratify the Town Administrators appointment of Jared Parker as a Temporary Fire Department Maintenance Intern. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

23-124 Town-Owned Properties Study Final Presentation

John Steadman from the Conservation Commission discusses the Conway School's Study of Town-Owned Properties. He discussed the various properties and upgrades/changes that will be beneficial for the Town.

23-125 Discussion with Millis Housing Authority

Candance Avery from the Millis Housing Authority discusses the need for affordable housing in Millis.

She asks the Town to partner with the Millis Housing Authority, for the Town to provide the land and the Housing Authority will build the units. She discussed the process for people in need of housing to obtain housing and the challenges they are facing using the CHAMPS system.

23-126 Update on PFAS Treatment Plant Facility

DPW Director Jim McKay and DPW Superintendent Dave Rachmaciej reviewed the progress of the new PFAS Treatment plant and asked the Board to approve the change order.

Sel. Rosenfeld made a motion to approve a change order not to exceed the amount of \$15,444.00 for snow guards and authorize the Town Administrator to sign on the Town's behalf. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

Sel. Rosenfeld made a motion to approve a change order not to exceed \$22,600.00 for concrete block wall, rip rap, and grass seed and to authorize the Town Administrator to sign on the Town's behalf. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

23-127 Discuss/Vote FY24 Select Board Goals

Sel. Schultze reviewed the Board's FY24 Goals. Some goals added are a charter change regarding warrant and payroll approval signatures by the Town Administrator and Finance Director, Regionalization with other Towns on some services, Present budgets to include grants.

23-128 Appoint Select Board Liaisons for FY24

Sel. Schultze made a motion to appoint Ellen Rosenfeld to the Cable TV Advisory Committee, Cemetery Committee, Energy Committee. Craig Schultze to Capital Planning Committee, Economic Development Committee, MBTA 3A Advisory Committee, Norfolk County Advisory Board Designee. Erin Underhill to Community Preservation Committee, Local Emergency Planning Committee, Permanent Building Committee. Sel. Rosenfeld seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

23-129 Vote to Ratify Fire Union Contract

Sel. Rosenfeld made a motion to Ratify the Fire Union Contract as written. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

23-130 Approval of One-Day Special Alcohol Licenses Boggestowe Fish & Game Club

Sel. Rosenfeld made a motion to approve a One-Day Special Alcohol Licenses for Nathan Maltinsky at Boggestowe Fish and Game Club on 6/24/23, to approve a One-Day Special Alcohol Licenses for Nathan Maltinsky at Boggestowe Fish and Game Club on 8/20/23, to approve a One-Day Special Alcohol Licenses for Nathan Maltinsky at Boggestowe Fish and Game Club on 9/2/23, to approve a One-Day Special Alcohol Licenses for Nathan Maltinsky at Boggestowe Fish and Game Club on 9/16/23. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

23-131 Approve Notice to Terminate Regional IT Agreement with Norfolk

Sel. Rosenfeld made a motion to authorize the Town Administrator to Terminate Regional IT Agreement with Norfolk with a termination date of September 30, 2023. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

23-132 Approval of DRAFT Minutes

Sel. Rosenfeld made a motion to approve draft meeting minutes for 2/7/22, 2/14/22, 5/15/23 as written. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

Sel. Schultze made a motion to enter Executive Session at 9:04pm to consider the purchase or lease of real property if such discussion may have a detrimental effect on the negotiation position of the governmental body, only emerging to adjourn. Sel. Rosenfeld seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

Respectfully submitted by Victoria Schindler

Select Board Meeting Minutes 06/20/23.

Chair Schultze called the meeting to order at 7:00pm.

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

Announcements

The Millis Carnival will be in Town on June 23-25 at the Millis Town Park at 900 Main Street.

23-133 Appointments

- *Police Patrol Officer*
Sel. Rosenfeld made a motion to approve the Town Administrators appointment of Angela Vonsavath as a Full-Time Police Patrol Officer. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.
- *Alternate Building Commissioner*
Sel. Rosenfeld made a motion to approve the Town Administrators appointment of Robert Fogarty as the Alternate Building Commissioner. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

23-134 Request for Parking Signs at Stack'd and Lucas Italian Deli

A discussion ensued between two business owners and the Board regarding parking on exchange street. The Board decided to have this topic brought before the Economic Development Committee for further investigation.

23-135 Hearing: Ch. 40 MGL §157 Dangerous Dog – 6 Concord Circle

Sel. Rosenfeld made a motion to open a hearing on a Dangerous Dog, "Bentley" Located at 6 Concord Circle. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

The following exhibits were presented as evidence in the Select Board's meeting materials:

1. ACO Mallette's packet of photos of the bite victim's wounds (Exhibit A) from flash drive
2. 5/13/23 Bite Report from Milford Regional Medical Center
3. 5/13/23 Police Report from Officer Tyler Angel
4. 5/13/23 Bite Report and Incident Report from Assistant ACO Kelley Ward
5. Citation #4446 for an unprovoked bite to person from ACO Mallette
6. Citation #4447 for dog off leash off property from ACO Mallette
7. ACO Mallette's Timeline of Events
8. ACO Mallette's Request for Dangerous Dog Hearing dated 5/26/23

The following individuals were present at the hearing and were sworn in under oath:

1. Officer Tyler Angel
2. ACO Erin Mallette
3. Assistant ACO Kelley Ward
4. Judith Carlson, 4 Concord Circle
5. Erin Fuller, 5 Concord Circle
6. Deb and Eric Sheppard, 10 Ticonderoga Lane
7. Sharon Jackson, 9 Concord Circle
8. Jane Jackson, 9 Concord Circle
9. Ray Boggs, 8 Concord Circle
10. Paul Miller, 7 Concord Circle
11. Rebecca Martin, dog owner

The following individuals provided sworn testimony:

1. Officer Tyler Angel
2. ACO Erin Mallette
3. Judith Carlson, 4 Concord Circle
4. Erin Fuller, 5 Concord Circle
5. Deb Sheppard, 10 Ticonderoga Lane
6. Jane Jackson, 9 Concord Circle
7. Paul Miller, 7 Concord Circle
8. Rebecca Martin, dog owner

Sel. Rosenfeld made a motion to close the hearing on a Dangerous Dog, "Bentley" Located at 6 Concord Circle. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

After closing the hearing, the Select Board deliberated and found the following facts to be true:

1. "Bentley" was loose, off leash, and approached Jane Jackson who was walking on Concord Circle.
2. "Bentley" did leave your property on 5/13/2023, at approximately 6:55pm.
3. While "Bentley" was off your property on 5/13/23, "Bentley" approached, sniffed then attacked Jane Jackson biting her left forearm and right hand causing severe lacerations, and a fractured metatarsal.
4. Jane Jackson was transported to Milford Regional Medical Center by Millis EMS and was diagnosed with a fractured metatarsal and bilateral dog bites with treatment to require antibiotics, splinting, and orthopedic surgery.
5. "Bentley" did attack Jane Jackson unprovoked.
6. You, Rebecca Martin, did state that both of your dogs were out in your front yard at 6 Concord Circle with no leash or other restraint at the time of the incident and are frequently off-leash on E-collars.
7. Several neighbors stated that they have witnessed your dogs off-leash on multiple occasions and your fence is inadequate for the type of dogs you own.
8. Judith Carlson, 4 Concord Circle, stated that a dog that you previously owned did bite her.
9. ACO Mallette stated that "Bentley" did have a prior bite incident with the veterinarian at TJO Animal Control Facility located in Springfield, MA.

Sel. Underhill made a motion to declare the dog "Bentley" Dangerous. Sel. Rosenfeld seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

Sel. Underhill made a motion to euthanize the dog "Bentley". Sel. Schultze seconded the motion. Sel. Schultze polled the Board and the motion passed 2 to 1 – Sel. Schultze, yay. Sel. Underhill, yay. Sel. Rosenfeld, nay.

Therefore, in accordance with M.G.L. Chapter 140 §157, the Select Board orders that "Bentley":

1. Be humanely euthanized.
2. Rebecca Martin, shall comply with this order within thirty (30) days of this finding and disposition. Any violations of this disposition shall be considered in violation of an order as defined in M.G.L. Chapter 140 §157 (h).

The owner or keeper of a dog(s) may bring a petition **within ten (10) days after the decision has been issued** in the district court within the judicial district in which the order relative to the dog(s)

was issued or where the dog(s) is owned or kept, addressed to the justice of the court, praying that the order be reviewed by the court or clerk magistrate of the court. After notice to all parties, the magistrate shall review the order of the hearing authority, hear the witnesses, and affirm the order unless it does appear that it was made without proper cause or in bad faith, in which case the order shall be reversed. A party shall have the right to request a de novo hearing on the complaint before the justice of the court.

23-136 Approval of FY24 Contract for DPW Lawnmower

Sel. Rosenfeld made a motion to approve and authorize the Town Administrator to sign a contract with Norfolk Power Equipment not to exceed the amount of \$15,999.00. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

23-137 Review and Approval of FY24 Select Board Goals

The Board discussed their FY24 Goals, decided to vote on them at their next meeting.

23-138 Reappointment of Select Board Appointed Board and Committee Members for FY24

Sel. Rosenfeld made a motion to approve the Appointments for FY24 listed in the agenda packet. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

EXP	TERM	COMMITTEE	LAST NAME	FIRST NAME
2023	1 year	Agricultural Commission	Hubbard	Diane
2023	1 year	Agricultural Commission	Cantoreggi	Robert "Brutus"
2023	1 year	Agricultural Commission	Chiarizio	Linda
2023	3 years	Board of Assessors	Jurmain	Diane
2023	1 year	Cable TV Advisory Committee	Forman	Leonard
2023	1 year	Cable TV Advisory Committee	Normandin	Ray
2023	1 year	Cable TV Advisory Committee - Ex Officio Director	Yusna	Madeline
2023	1 year	Capital Planning Committee (ex-officio)	Guzinski	Michael
2023	2 years	Capital Planning Committee (Member At Large)	McCaffrey	James
2023	1 year	Cemetery Committee (Chair)	Collins	Marsha
2023	1 year	Cemetery Committee	Doyle	John
2023	1 year	Cemetery Committee	McKay	James
2023	1 year	Cemetery Committee	Mushnick	Jeffery
2023	1 year	Cemetery Committee	Simpson	Wayne
2023	1 year	Cemetery Committee	Vecchi	Charles
2023	3 years	Community Preservation Committee @ Large Member	McKay	James
2023	3 years	Conservation Commission	Gavin	Christine
2023	3 years	Conservation Commission	McPhee	Scott
2023	3 years	Council on Aging	Brown	William
2023	1 year	Council on Aging	Boiardi	Joyce
2023	3 years	Cultural Council - Co-Secretary	O'Gara	Judy
2023	1 year	Economic Development Committee	Barnes	Loring
2023	1 year	Economic Development Committee	Borgman	Amanda
2023	1 year	Economic Development Committee	Iorlano	Matt
2023	1 year	Economic Development Committee (Vice Chair)	Maltinsky	Nate
2023	1 year	Economic Development Committee(Chair)	Riley	Nicole
2023	1 year	Enterprise Advisory Committee	Duffy	Jim
2023	1 year	Enterprise Advisory Committee	De Souza	Bryan
2023	1 year	Enterprise Advisory Committee	Quinter	Todd
2023	1 year	Enterprise Advisory Committee (DPW Liaison)	McKay	James
2023	1 year	Enterprise Advisory Committee (BOH Liaison)	McVeigh	John
2023	1 year	Energy Committee	Barry	Jon
2023	1 year	Energy Committee	Farrar	Timothy
2023	1 year	Energy Committee (Chair)	Gibbons	Craig

2023	1 year	Energy Committee	Jurmain	Pete
2023	1 year	Energy Committee	O'Connell	Tom
2023	1 year	Energy Committee	Streck	Kathleen
2023	1 year	Energy Committee	Ward	Cullen
2023	1 year	Energy Committee-ex officio Manager	Weiss	Robert
2023	1 year	Fence Viewer	Giampietro	Michael
2023	1 year	Fence Viewer	Guzinski	Michael
2023	1 year	Finance Director	Johnston	Caroi
2023	1 year	Historical Commission - Associate	Cushman	Rusty
2023	1 year	Historical Commission - Associate	Fuzy	Scott
2023	3 years	Historical Commission	Gannon	Joanne
2023	1 year	Historical Commission - Associate	Giargiari	Larry
2023	3 years	Historical Commission (Chair)	Maltinsky	Nathan
2023	1 year	Historical Commission - Associate	McNiff	Carolyn
2023	3 years	Historical Commission	Prufer	Cheryl
2023	1 year	Historical Commission - Associate	Ruggeri	Robert
2023	1 year	Historical Commission - Associate	Vecchi	Charles
2023	3 years	Historical Commission	Wilkes	Margaret
2023	1 year	Local Emergency Planning Committee (Fire) CHAIR	Barrett	Richard
2023	1 year	Local Emergency Planning Committee (IT)	Donovan	Jim
2023	1 year	Local Emergency Planning Committee (Facilities)	Engler	John
2023	1 year	Local Emergency Planning Committee (BOH Member)	Fuller	Matthew
2023	1 year	Local Emergency Planning Committee (Town Administration)	Guzinski	Michael
2023	1 year	Local Emergency Planning Committee (Sch Transportation)	LaBarge	Sandy
2023	1 year	Local Emergency Planning Committee (DPW)	McKay	James
2023	1 year	Local Emergency Planning Committee (BOH Director)	McVeigh	John
2023	1 year	Local Emergency Planning Committee (Police)	Soffayer	Christopher
2023	1 year	Local Emergency Planning Committee (SB Liaison)	Underhill	Erin
2023	1 year	Local Emergency Planning Committee (Public Health Nurse)	Ward	Sarah
2023	1 year	MBTA 3A Advisory Committee Designee	Weiss	Robert
2023	1 year	Metropolitan Area Planning Council Representative	Weiss	Robert
2023	1 year	Metropolitan Area Planning Council Representative	Riley	Nicole
2023	1 year	Norfolk County Advisory Board Designee	Rosenfeld	Ellen
2023	1 year	Parking Clerk	Bouret DeMarzo	Karen
2023	3 years	Permanent Building Committee	McCaffrey	James
2023	1 year	Planning Board - Associate	Yered	George
2023	1 year	Public Weighers	Bianco	Kenneth
2023	1 year	Public Weighers	Collins	Michael
2023	1 year	Public Weighers	Gillenev	Donald
2023	1 year	Public Weighers	Lapierre	Paul
2023	1 year	Public Weighers	Lariviere	Jason
2023	1 year	Public Weighers	Murphy	Arthur
2023	1 year	Public Weighers	Pukanasis	Michael
2023	1 year	Public Weighers	Rorrie	Scott
2023	1 year	Public Weighers	Rossi	Francis
2023	1 year	Public Weighers	Tresca	John
2023	1 year	Public Weighers	Tresca	Robert
2023	1 year	Public Weighers	Tresca	Steven
2023	1 year	Recreation Committee (Chair)	Banks	Michael
2023	1 year	Recreation Committee	Cassidy	Steven
2023	1 year	Recreation Director/ ex-officio member	Fogarty	Kristen
2023	1 year	Recreation Committee	Jarvis	Amanda
2023	1 year	Recreation Committee (Vice Chair)	Locke	Sharon
2023	1 year	Recreation Committee	Rheaume-Mustard	Pamela
2023	1 year	Recreation Committee	Smith	Stephen
2023	1 year	Recreation Committee	Sussman	Rose
2023	1 year	Regional Transportation Advisory Council	Weiss	Robert
2023	1 year	Registrars of Voters	Bouret DeMarzo	Karen

2023	1 year	Registrars of Voters	Conroy R	Mark
2023	1 year	Registrars of Voters	Hardin (D)	Lisa Jane
2023	1 year	Registrars of Voters	Yeager R	Robert R
2023	1 year	Right-To-Know Coordinator	McVeigh	John
2023	1 year	Safety Committee	Barrett	Richard
2023	1 year	Safety Committee	Bouret DeMarzo	Karen
2023	1 year	Safety Committee	Engler	John
2023	1 year	Safety Committee	McKay	James
2023	1 year	Safety Committee	McVeigh	John
2023	1 year	Safety Committee	Soffayer	Christopher
2023	1 year	Safety Committee	Tolson	Kimberly
2023	1 year	Safety Committee (School Trans Director)	LaBarge	Sandra
2023	1 year	Sealer of Weights and Measures	Allhouse	W. James
2023	1 year	State Ethics Committee Liaison	Bouret DeMarzo	Karen
2023	1 year	Surveyor of Wood and Lumber	Giampietro	Michael
2023	1 year	Treasurer Collector	Scannell	Jennifer
2023	1 year	Tree Warden	Cantoreggi	Robert
2023	1 year	Tree Warden - Deputy	Vatour	Richard
2023	3 years	Tri-County School Committee Representative	Hardin	Jane
2023	3 years	Zoning Board of Appeals	Fogarty	Robert
2023	1 year	Zoning Board of Appeals - Associate	MacDonald	Bonnie
2023	1 year	Zoning Board of Appeals - Associate	Rivers	Donald

23-139 Review and Approval of Letter to Legislative Delegation – Millis Housing Authority

The Board moved this item to the next meeting on 7/10/23.

23-140 Approval of Fully Integrated CBA Professional Firefighters of Millis Local #4704

Sel. Rosenfeld made a motion to approve the fully integrated CBA Professional Firefighters of Millis Local #4704. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

23-141 Select Board Liaison Updates

Sel. Rosenfeld attended the Energy Committee where they discussed different goals for the Town. She also attended the Charles River Pollution Control District and where they asked for more capacity from the DEP.

Sel. Schultze attended the Tri-County School Building Meeting where they discussed the special election this October.

23-142 Approval of DRAFT Minutes

Sel. Rosenfeld made a motion to approve DRAFT Minutes for 11/01/21, 12/06/21, 12/20/21, and 01/10/22. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

Sel. Schultze made a motion to enter Executive Session to conduct strategy sessions in preparation for negotiations with union personnel (Public Safety Dispatcher Union) and to consider the purchase or lease or real property if such discussion may have a detrimental effect on the negotiation position of the governmental body, only emerging to adjourn. Sel. Rosenfeld seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

Respectfully Submitted by Victoria Schindler