



# 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](mailto:mguzinski@millisma.gov)

Karen Bouret DeMarzo  
 Assistant Town Administrator/  
 Human Resources Manager  
[kbouret@millisma.gov](mailto:kbouret@millisma.gov)

**SELECT BOARD MEETING AGENDA**  
**THURSDAY, SEPTEMBER 14, 2023; 7:00 PM**  
**VETERANS MEMORIAL BUILDING ROOM 229**

	<b>Topic</b>	<b>Time</b>	<b>Speaker</b>
I.	<b>Call to Order</b>	<b>7:00 PM</b>	<b>Chair Schultze</b>
II.	<b>Announcements</b>		
	<ul style="list-style-type: none"> <li>• MBTA 3A Community Survey</li> <li>• Proposed FEMA Flood Insurance Map Appeal Period/Process</li> <li>• Tri-County School Project Community Outreach</li> </ul>		
III.	<b>Appointments/Scheduled Business</b>		
23-177	Vote to Open Fall Town Meeting Warrant	7:00 PM	Chair Schultze
23-178	Library Proclamation & Anniversary Celebration Event Announcement	7:05 PM	Sel. Underhill
23-179	<u>Appointment of:</u>	7:10 PM	Chair Schultze
	<ul style="list-style-type: none"> <li>• Senior Services/Outreach Coordinator</li> <li>• Member of the Council on Aging</li> <li>• Member of Board of Assessors</li> <li>• Sealer of Weights &amp; Measures</li> </ul>		
23-180	Acceptance of Gift Check – Softball Scoreboard		M. Guzinski B. Smith
23-181	Approval of Equipment Purchases for PFAS Treatment Plant		J. McKay
23-182	Acceptance of Community Compact Grants		M. Guzinski
	<ul style="list-style-type: none"> <li>• Human Resources Centralization Consulting \$45,000</li> <li>• Climate Action Plan Consulting \$60,000</li> </ul>		
IV.	<b>Open Session Items</b>		
23-183	Vote to Add Debt Exclusion Ballot Question for Tri-County School Building Project		Chair Schultze

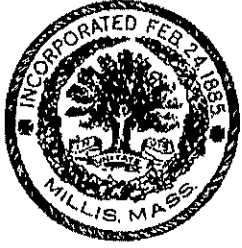
23-184	Discuss Community Outreach for Tri-County School Building Project	Chair Schultze
23-185	Approve Intermunicipal Agreement for Sealer of Weights & Measures	M. Guzinski
23-186	Approve Contract with Community Impact, Inc. for Services from 7/1/23-12/31/23	M. Guzinski
23-187	Board/Committee Liaison Updates	Select Board
23-188	Approval of DRAFT Minutes	Select Board
23-189	Approval of Water/Sewer Commitments (2)	M. Guzinski
V.	<b>Enter Executive Session</b> To discuss strategy with respect to potential litigation. (Dangerous Dog Decision Appeal)	
VI.	<b>Adjournment</b>	

### Proposed Upcoming Meeting Schedule

Monday, September 25, 2023	7:00 pm	Room 229 VMB
<b>Thursday, October 12, 2023</b>	<b>7:00 pm</b>	Room 229 VMB
Monday, October 23, 2023	7:00 pm	Room 229 VMB
Monday, November 6, 2023	TBD	MS/HS Library <i>Fall Annual Town Meeting</i>
Monday, November 20, 2023	7:00 pm	Room 229 VMB
Monday, December 4, 2023	7:00 pm	Room 229 VMB
Monday, December 18, 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**



# TOWN OF MILLIS

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

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MBTA 3A Advisory Committee  
Veterans Memorial Building  
900 Main Street • Millis, MA 02054  
Phone: 508-376-7040  
Fax: 508-376-7053  
rweiss@millisma.gov

Jodie Garzon, *Chair*

TO: Craig Schultze, Chair, Millis Select Board

FROM: Robert Weiss, Economic Development & Planning Director *RW*

DATE: September 14, 2023

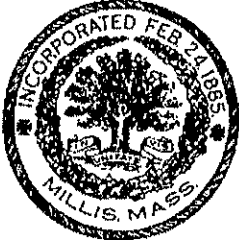
RE: Upcoming 3A MBTA Multi-Family Housing Town-Wide Survey

After ten months, several meetings, and a town-wide forum, Millis' MBTA 3A Advisory Committee is excited to present its *draft zoning maps* for the Town to review. Next week, the draft maps and an opinion poll will be available on the Town's website. All Millis residents will be able to comment, share their ideas with the committee, and help shape the future growth of Millis.

The draft maps will show where in Town the new state required MBTA Multi-Family Zoning Districts should be located. The results of this opinion poll will help shape the final size and the borders of those districts. So, we encourage all residents to take advantage of this opportunity to participate in the survey.

The final zoning maps will be presented to the 2024 Spring Town Meeting.

I also remind Millis residents to watch the 3A Advisory Committee's video about this zoning process. It's available on the Town's website, the MBTA 3A Advisory Committee's webpage, and on Millis Community Media's website.



# 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 *RW*  
DATE: September 14, 2023

RE: New Federal Flood Insurance Maps

The Federal Emergency Management Agency (FEMA) has issued revised Federal Insurance Flood Maps, and the Town will be issuing new bylaws to accompany them.

The information about the new maps can be found on the Town website's home page and on the Economic Development and Planning Department's page on the website.

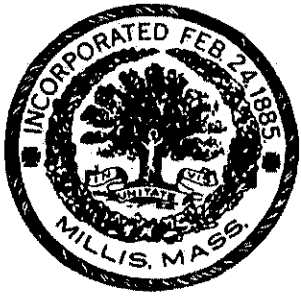
FEMA has posted digital copies of these revised Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) report materials for Norfolk County to the following website:  
<https://hazards.fema.gov/femaportal/prelimdownload/>.

If any property owners feel the need to appeal the new maps, please send your request to:  
Robert Weiss, Millis Economic Development and Planning Director  
[rweiss@millisma.gov](mailto:rweiss@millisma.gov)  
(508) 906-3742

The 90-day appeal period begins on September 1, 2023.

23-177

Open Fall TM



# TOWN OF MILLIS

**TO:** Select Board

**CC:** Karen Bouret DeMarzo, Assistant Town Administrator

**FROM:** Michael Guzinski, Town Administrator

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

**DATE:** September 13, 2023

**RE: Vote to Open the Warrant for the Fall Annual Town Meeting**

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Greetings,

I'm recommending that the Board vote to open the warrant for the Fall Annual Town Meeting scheduled for November 6, 2023. I am also recommending that the Board vote that the warrant for this FATM be closed on September 28, 2023.

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

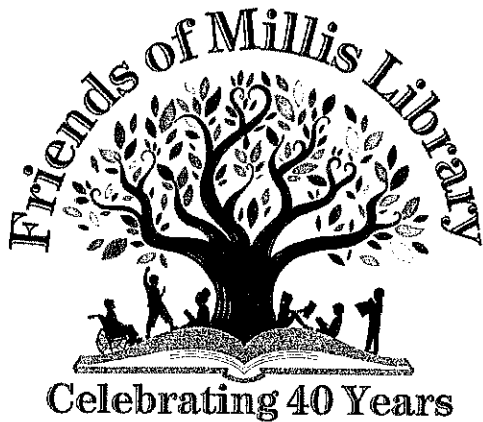
Thank you.

23-178

Library Proclamation

# MILLIS PUBLIC LIBRARY CELEBRATES

40 YEARS OF THE FRIENDS ♦ 10 YEARS IN OUR NEW BUILDING



**Saturday, October 14, 2023**

10AM - 2PM

MILLIS PUBLIC LIBRARY

961 Main Street

Millis, MA 02054

Please join us as we commemorate 40 years of fundraising and volunteer support for the Millis Public Library and 10 years in our beautiful Main Street building.

10:00am

Welcome Reception &  
Kickoff

11:00am

Children's Music Performance  
*Rob Zammarchi*

12:00pm

Proclamations & Special Guests

Join the scavenger hunt ♦ Check out memorabilia of the Friends throughout the past 40 years ♦ Learn about all the cool things the Millis Public Library has available to loan

**WANT TO LEARN MORE?**

Contact us at [friendsofmillispUBLIClibrary@gmail.com](mailto:friendsofmillispUBLIClibrary@gmail.com)



## PROCLAMATION

*The Friends of the Millis Public Library is an organization that was founded in 1983 and has provided forty years of service to the library and has been an integral part of our community.*

*Whereas the Friends of the Millis Public Library is a non-profit 501(c)(3) organization dedicated to support and enhancement of library services through the use of funds from membership dues, book sales, and special fundraising events to purchase museum passes, support year-round programming, and augment library services and infrastructure.*

*Whereas, the Friends of the Millis Public Library has sponsored programs and activities for all ages, including author talks, craft programs, children's entertainment, music concerts, movies, a Memory Café and so much more.*

*Whereas, the Friends of the Millis Public Library has been at the forefront of technological development since the 1980's, including providing up-to-date computer equipment.*

*Whereas, the Friends of the Millis Public Library has promoted literacy and reading through support of programs such as the Summer Reading Program and Millis Reads and do offer an annual scholarship to a deserving Millis High School senior who has demonstrated advocacy of literacy and reading.*

*Whereas, the Friends of the Millis Public Library has tirelessly advocated for the needs of the library including sponsoring two major fundraising campaigns: Automate by '98, which enabled the library to join the Minuteman Library Network, and a Capital Campaign that enhanced the building's interior.*

*Whereas, the Friends of the Millis Public Library has continually helped bring the community together through special events including the last day of school Fun Fair, the Royal Wedding Tea, A Novel Occasion, and seasonal events including ice cream socials, summer entertainment, and presentations honoring the history of Millis.*

*Whereas the Friends join the community in celebrating the 10<sup>th</sup> anniversary of our acclaimed library building, dedicated in 2013.*

*Therefore, we ask all citizens of Millis to join us in celebrating the Friends of the Millis Public Library's 40<sup>th</sup> anniversary and proclaim Saturday, October 14, 2023, as "Friends of the Millis Public Library Day".*

*Respectfully,  
The Millis Select Board*

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*Craig W. Schultze, Chair*

---

*Ellen Rosenfeld, Vice Chair*

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*Erin T. Underhill, Clerk*

23-179

Appointments

Sr. Services/Outreach Coord.

Member of BOA

Sealer of Weights/Measures

## Karen Bouret DeMarzo

---

**From:** Teresa Gonsalves  
**Sent:** Thursday, August 24, 2023 9:15 AM  
**To:** Karen Bouret DeMarzo  
**Cc:** Victoria Schindler  
**Subject:** BOA Member

Good Morning Karen

The BOA met yesterday and is recommending Joy Ricciuto for the open Board seat.

Please let me know the next steps. Do you contact her to let her know and who contacts Sarah to let her know someone else has been selected. I do not hear back from the third name you gave me Stephan Butch.

Thanks

Teri

*Teri Gonsalves, MAA*  
*Principal Assessor*  
*Notary Public*  
Town of Millis  
900 Main Street  
Millis, MA 02054  
508.376.7049

When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record.



# TOWN OF MILLIS

## OFFICE OF THE TOWN ADMINISTRATOR

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

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

Karen Bouret DeMarzo  
Asst. Town Administrator/HR Mgr.  
[Karen.bouret.demarzo@millisma.gov](mailto:Karen.bouret.demarzo@millisma.gov)

Victoria Schindler  
Principal Assistant  
[vschindler@millisma.gov](mailto:vschindler@millisma.gov)

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

Please indicate boards/committees of interest below:

- |   |   |
|---|---|
| <input type="checkbox"/> Agricultural Commission          | <input type="checkbox"/> Enterprise Advisory Committee          |
| <input checked="" type="checkbox"/> Board of Assessors    | <input type="checkbox"/> Finance Committee                      |
| <input type="checkbox"/> Capital Planning Committee       | <input type="checkbox"/> Historical Commission                  |
| <input type="checkbox"/> Cemetery Committee               | <input type="checkbox"/> Local Emergency Planning Committee     |
| <input type="checkbox"/> Community Preservation Committee | <input type="checkbox"/> MBTA 3A Advisory Committee             |
| <input type="checkbox"/> Conservation Committee           | <input type="checkbox"/> Oak Grove Farm Commission              |
| <input type="checkbox"/> Council on Aging                 | <input type="checkbox"/> Permanent Building Committee           |
| <input type="checkbox"/> Cultural Council                 | <input type="checkbox"/> Planning Board (Associate Member Only) |
| <input type="checkbox"/> Economic Development Committee   | <input type="checkbox"/> Recreation Committee                   |
| <input type="checkbox"/> Energy Committee                 | <input type="checkbox"/> Zoning Board of Appeals                |

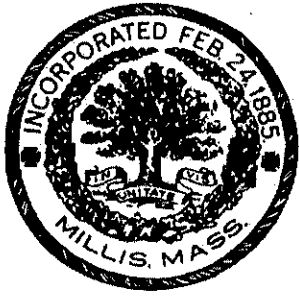
Name JOY A RICCIUTO  
Home Address 48 BOW ST / MILLIS  
Phone (508) 376-5465 Email compassrs247@gmail.com  
Registered Voter yes  no

### Background/Experience

As the retired Medfield Town Accountant, my only experience in the tax rate process was completing all the financial forms in the annual tax recap, specifically the A2's (1 for Water + 1 for Sewer), the B 1 (free cash appropriated section), B2, De-1, pg 3 Local Receipts, part of page 2 (amounts to be raised), page 4 certification of appropriations. I monitored the Assessor's tax rate projection worksheet during the budget process to compare with my own notes.

I admittedly have no experience regarding the real estate valuation process but of course am familiar with abatements and exemptions and overlay.

I would be interested in observing the whole process of what the Assessing Office is responsible for and hope I can be of assistance.



# TOWN OF MILLIS

TO: Select Board

CC: Karen Bouret DeMarzo, Assistant Town Administrator

FROM: Michael Guzinski, Town Administrator

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

DATE: September 13, 2023

**RE: Appointment of Sealer of Weights & Measures**

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Greetings,

As part of our transition to move to a regional Sealer of Weights & Measures with the Towns of Medway and Medfield, I'm requesting that **the Board appoint Erika Robertson (an employee of the Town of Medway) as the Sealer of Weights & Measures for the Town of Millis for a term ending on June 30, 2024.**

The Board will be voting on an Intermunicipal Agreement with the Towns of Medway and Medfield later in your meeting.

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

Thank you.

23-180

Vote to Accept Gift Check



BASEBALL & SOFTBALL

SCOREBOARDS

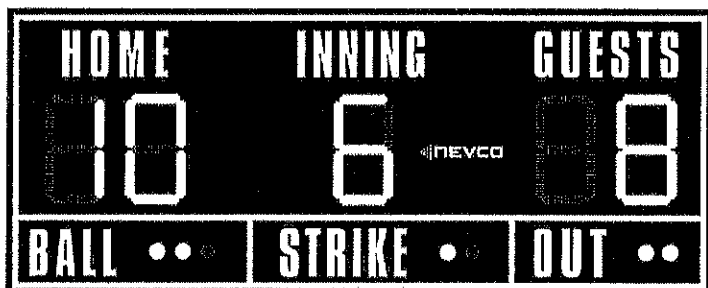
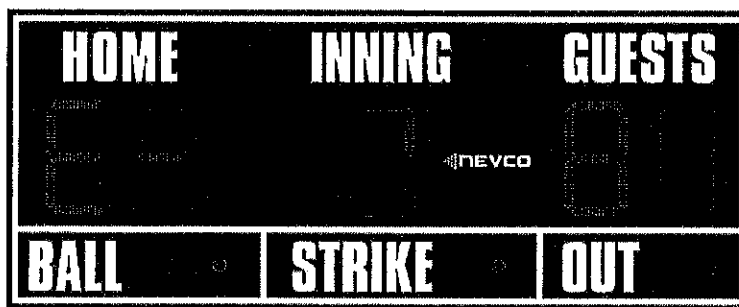
# MODEL 1610

**Size:** 10' x 4' x 8" (3.05 x 1.22 x .20 meters)

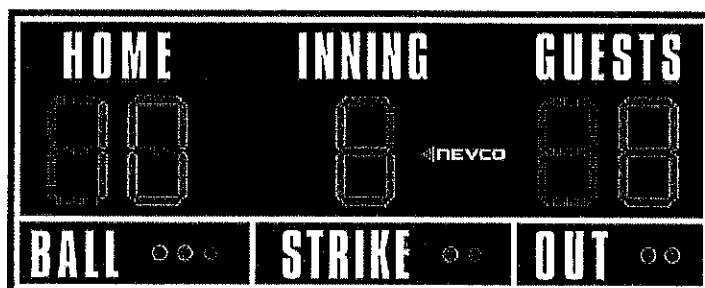
**Approximate hanging weight:** 130 lbs. (60 kg)

**Digit Size:** 18" **Digit Color:** High Intensity Red, Amber, or Translucent White

\*Translucent White LEDs cannot be intermixed with other digit colors on one scoreboard



SHOWN WITH OPTIONAL WHITE LEDS



### Small scoreboard designed for combination Baseball/Softball facilities.

- Designed to withstand wind load speed zones exceeding 150 mph.
- Operate wired or wireless.
- Bright, long lasting, energy efficient LEDs.
- Gasketed digits reduces water intake.
- Flush sign mounting.

Combine your scoreboard with a Nevco monochrome or full-color message center to create a complete scoring and display system. Team/Sponsor signs also available.



MAXIMIZE YOUR IMPACT™

BUILD YOUR OWN DISPLAY AND SCORING SYSTEM ONLINE AT:  
[WWW.NEVCO.COM](http://WWW.NEVCO.COM)

U.S. & CANADA: 800-851-4040 INTERNATIONAL: 618-664-0360  
FAX: 618-664-0398 E-MAIL: [INFO@NEVCO.COM](mailto:INFO@NEVCO.COM)

23-181

Approval of Equipment Purchases for PFAS Treatment Plant





## ***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 :** September 11, 2023  
**SUBJECT :** PFAS plant

---

I would ask that you approve and sign the following purchases, the equipment will be used in the new PFAS plant:

1 Skyjack Electric Scissor lift	\$ 19,879.00
2 Two Heavy Duty Shelving Units	<u>\$ 4,430.00</u>
Total	\$ 24,327.00

The funds will be taken out of the Contingency with a balance of \$ 279,464.73.

---

Michael Guzinski, Town Administrator

Date:



829 First Avenue  
WEST HAVEN, CT 06516  
Phone: (203)937-8101

36 Roanoke Avenue  
WEST SPRINGFIELD, MA 01089  
Phone: (413)737-8100



www.starlift.com  
SALES • SERVICE • RENTALS

August 25, 2023

Quotation #22318

Salesman- Michael McIntyre

Town of Millis  
Millis, MA

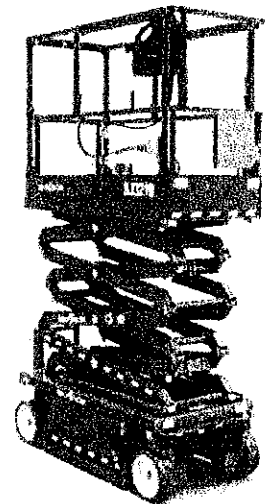


**(1)One New SKYJACK Electric Scissor Lifts Model- SJ 3226-A**

- Work Height -32'
- Platform Height-26'
- Basic Capacity- 500lbs
- Lowered Platform Height- 45"
- Overall Length- 91.5"
- Overall Width-32"
- Platform Length- 84"
- Ground Clearance- 3.5" Stowed
- Wheelbase- 69"
- Gradeability- 30%
- Turning Radius(outside)- 108"
- Drive Speed- 2.4 mph

**STANDARD FEATURES**

- Drivable at full height
- Variable speed, front two wheel hydraulic drive
- 90° Steering (zero inside turning radius)
- Dual holding brakes
- SKYCODED™ Color coded and numbered wiring system
- On-board visual interface with diagnostic capabilities
- Shroud style, impact resistant composite control box with extended cable
- Proportional controls for drive & lift functions
- Tilt sensor (3.5° x 1.5°)
- 3' (0.91 m) Roll out extension deck
- 24V DC Power source
- Low voltage battery protection
- 25% Gradeability
- Solid rubber, non-marking tires
- Pothole protection system
- 110V AC Outlet on platform with GFI
- 28 mph (12.5 m/s) Wind rating
- Tilt alarm with drive & lift cut-out
- All motion audible alarm
- Lanyard attachment points
- Operator horn
- Forklift pockets and tie down / lift lugs
- Overload sensing system
- Fold down hinged railing system
- Half height spring hinged entry gate
- Telematics ready





829 First Avenue  
WEST HAVEN, CT 06516  
Phone: (203)937-8101

36 Roanoke Avenue  
WEST SPRINGFIELD, MA 01089  
Phone: (413)737-8100



www.starlift.com  
SALES • SERVICE • RENTALS



August 25, 2023

Quotation #22318  
Salesman- Michael McIntyre

Town of Millis  
Millis, MA

---

**Two Year Warranty Program**

Price \*\*\*\*\***(Delivered)**\*\*\*\*\*\$19,879.00

**\*\*Current lead time is approximately 3 weeks +/-**

**Terms:**  
10% Deposit. Balance on Delivery. FOB Delivered. Lease is based on zero advance payments.  
Price is subject to state and local taxes and confirmation at the time the order is placed.

Acceptance \_\_\_\_\_ Date \_\_\_\_\_



# Sales Order

Algonquin Products Company  
29 Russells Mills Rd Unit 2  
PO Box 87005  
South Dartmouth, MA 02748-1823  
Voice: (774) 328-9425  
Fax: (770) 578-4241

Order Number: 0021854  
Order Date: 9/11/2023  
Ship By Date: 9/11/2023  
Sales Rep Name: Tom Gilman  
Customer Number: 0002152

**Sold To:**  
Millis DPW  
900 Main St  
Millis, MA 02054-1512

**Ship To:**  
Millis DPW  
7 Water St  
Millis, MA 02054-1262

Customer P.O.	Ship VIA	Customer Contact	Terms
QUOTE	Best Way	Ken	Net 30 Days

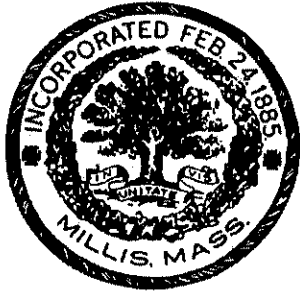
  

Item Code	Description	Ordered	Unit	Price	Amount
999999	Two Shelf Starter Unit	2.00	EACH	695.0000	1,390.00
999999	Additional Beam Level	6.00	EACH	260.0000	1,560.00
999999	Wire Decking	20.00	EACH	74.0000	1,480.00

Net Order: 4,430.00  
Less Discount: 0.00  
Freight: 0.00  
Sales Tax: 0.00  
**Order Total:** 4,430.00

23-182

Acceptance of CC Grants



# TOWN OF MILLIS

**TO:** Select Board

**CC:** Karen Bouret DeMarzo, Assistant Town Administrator

**FROM:** Michael Guzinski, Town Administrator

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

**DATE:** September 13, 2023

**RE: Acceptance of Community Compact Grants**

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Greetings,

The Town of Millis has been awarded two Community Compact Grants.

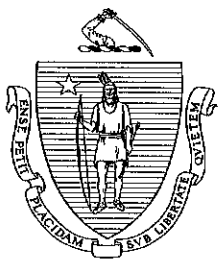
The first grant is \$45,000 to hire a professional consultant to provide assistance to the town in completing the process of centralizing all human resource functions of all municipal and school operations in the Town of Millis.

The second grant is \$60,000 for consulting assistance in creating a Climate Action Plan (CAP). At the most recent Annual Town Meeting, an article was passed establishing a Net Zero energy goal by 2050 for the Town of Millis. A core part of that goal is to develop a Net Zero Climate Action Plan that outlines specific strategies and sets measurable, attainable, and realistic energy targets to get Millis to net zero energy by 2050. Millis does not have the staff and volunteer capacity to properly establish this plan without the assistance of an energy engineering consultant to develop our CAP.

I'm recommending that the Board vote to accept the grants and authorize me to sign them on your behalf.

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

Thank you.



OFFICE OF THE GOVERNOR  
COMMONWEALTH OF MASSACHUSETTS  
STATE HOUSE • BOSTON, MA 02133  
(617) 725-4000

MAURA T. HEALEY  
GOVERNOR

KIMBERLEY DRISCOLL  
LIEUTENANT GOVERNOR

September 5, 2023

Michael Guzinski, Town Administrator  
900 Main St. Room 220  
Veterans Memorial Building  
Millis, MA 02054

Dear Town Administrator Guzinski:

I am writing to congratulate you and your colleagues in Millis on entering into a third Community Compact agreement. Both Governor Healey and I understand that in order to have a thriving Commonwealth, we need thriving cities and towns. And as you know, Community Compacts enhance our shared commitment to provide more efficient, professional, and responsive services.

We are excited to continue to partner with you to implement your chosen best practice(s), as noted below:

- *Best Practice #1: Developing a Climate Action Plan*
- *Best Practice #2: Explore Centralized Human Resources/Personnel Operations to improve service delivery and build efficiencies.*

Governor Healey and I appreciate Millis participating in the Community Compact program and we look forward to continuing our strong partnership to improve services at the local level.

Sincerely,

A handwritten signature in black ink that reads "Kimberley Driscoll".

Kimberley Driscoll  
Lieutenant Governor

cc: Sean Cronin, Senior Deputy Commissioner of Local Services  
Juan Gallego, Assistant Deputy Chief of Staff to the Lieutenant Governor

23-183

Vote to Add Debt Exclusion Ballot Question



## Mike Guzinski

---

**From:** Manley, Richard <Richard.Manley@lockelord.com>  
**Sent:** Tuesday, September 12, 2023 2:31 PM  
**To:** Mike Guzinski  
**Subject:** Form of Debt Exclusion Ballot Question (Tri-County Project)  
**Attachments:** Form of Debt Exclusion Ballot Question (Tri-County Project).docx

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

Hi Mike. As we discussed, I have attached a suggested form of debt exclusion question with regard to the Town's allocable share of debt authorized for the Tri-County project.

Rick

**Richard A. Manley, Jr.**  
**Locke Lord LLP**  
111 Huntington Avenue  
Boston, Massachusetts 02199  
T: 617-239-0384  
C: 781-467-9419  
[richard.manley@lockelord.com](mailto:richard.manley@lockelord.com)  
[www.lockelord.com](http://www.lockelord.com)



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**Town of Millis, Massachusetts**  
Suggested Form of Debt Exclusion Question  
(Tri-County Regional Project)

Shall the Town of Millis be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay the Town's allocable share of the bonds issued by the Tri-County Regional Vocational Technical School District to pay costs of designing, constructing and equipping a new high school to be located at 147 Pond Street, in Franklin, including the payment of all costs incidental or related thereto?

**ELECTION WARRANT**  
The Commonwealth of Massachusetts

**TRI-COUNTY REGIONAL VOCATIONAL  
TECHNICAL SCHOOL DISTRICT**

Norfolk, ss.

To the registered voters of the Towns of Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Plainville, Seekonk, Sherborn, Walpole and Wrentham, Massachusetts,

**GREETINGS:**

You are hereby notified and warned that the inhabitants of the Towns of Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Plainville, Seekonk, Sherborn, Walpole and Wrentham, Massachusetts registered to vote in any of said Towns being the members of the Tri-County Regional Vocational Technical School District, are to meet at their respective polling places, to wit,

In the TOWN OF FRANKLIN, at the Franklin High School Gymnasium, 218 Oak Street, in the TOWN OF MEDFIELD at the Medfield Town House, 459 Main Street, in the TOWN OF MEDWAY at the Medway Middle School Old Gymnasium, Door 8, 45 Holliston Street, in the TOWN OF MILLIS at the Town Hall, 900 Main Street, in the TOWN OF NORFOLK at the Freeman Kennedy School, 70 Boardman Street, in the TOWN OF NORTH ATTLEBOROUGH at the North Attleborough High School, 570 Landry Avenue, in the TOWN OF PLAINVILLE at the Public Safety Building, 194 South Street, in the TOWN OF SEEKONK at the Seekonk High School, 261 Arcade Avenue, in the TOWN OF SHERBORN at the Town Hall, 19 Washington Street, in the TOWN OF WALPOLE at the Town Hall, 135 School Street, and in the TOWN OF WRENTHAM at the Public Safety Building, 89/99 South Street,

on Tuesday, October 24, 2023 at 12:00 o'clock noon, to vote by BALLOT on the following question:

“Do you approve of the vote of the Regional District School Committee of the Tri-County Regional Vocational Technical School District adopted on September 20, 2023, to authorize the borrowing of \$285,992,692 to pay costs of designing, constructing, originally equipping and furnishing a new District high school to be located at 147 Pond Street, Franklin, Massachusetts, which vote provides, in relevant part, as follows:

“VOTED: That the Tri-County Regional Vocational Technical School District (the “District”) hereby appropriates the amount of \$285,992,692 for the purpose of paying costs of designing, constructing, originally equipping and furnishing a new District high school and related athletic facilities, located at 147 Pond Street, Massachusetts, including the payment of all costs incidental and related thereto (the “Project”), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended at the direction of the School

Building Committee. To meet this appropriation the District is authorized to borrow said amount, under and pursuant to G.L. c. 71, §16(n), and the District Agreement, as amended, or pursuant to any other enabling authority. The District acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District; provided further that any grant that the District may receive from the MSBA shall not exceed the lesser of (1) fifty-six and fifty-six one hundredths percent (56.56%) of eligible, approved Project costs, as determined by the MSBA, and (2) the total maximum grant amount determined by the MSBA, and that the amount of borrowing authorized pursuant to this vote shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the District and the MSBA. The debt authorized by this vote of the Committee shall be submitted to the registered voters of the District’s member communities for approval at a District-wide election to be held on Tuesday, October 24, 2023 in accordance with the provisions of G.L. c. 71, §16(n) and the District Agreement.”

Yes \_\_\_\_\_ No \_\_\_\_\_

The polls will be open from 12:00 o’clock noon, to 8:00 o’clock in the evening.

The District Secretary is hereby directed to serve this Warrant by posting an attested copy thereof in at least one public place in each of the Towns of Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Plainville, Seekonk, Sherborn, Walpole and Wrentham, Massachusetts, and by publishing a copy thereof at least once in a newspaper of general circulation in the District, said posting and publication to occur at least ten days before the day of election as aforesaid.

The District Secretary shall make due return of this Warrant with his or her doings thereon to the District Secretary, on or before the day of the election aforesaid.

[The balance of this page is intentionally blank.]

Given under our hands and the seal of the Tri-County Regional Vocational Technical School District this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Tri-County Regional Vocational Technical  
School District School Committee

RETURN OF SERVICE

The undersigned, Secretary of the Regional District School Committee of the Tri-County Regional Vocational Technical School District, certify that at least 10 days prior to Tuesday, October 24, 2023, I posted or caused to be posted, a true and attested copy of this warrant in the Town Clerk’s office in each of the Towns of Franklin, Medfield, Medway, Millis, Norfolk, North Attleborough, Plainville, Seekonk, Sherborn, Walpole and Wrentham, Massachusetts (collectively, the District’s “Member Communities”), and in addition, that I caused a copy of the within warrant to be published in one or more newspapers of general circulation within each of the Member Communities of the District on \_\_\_\_\_, 2023, which date was also at least 10 days prior to Tuesday, October 24, 2023, all as required by Chapter 71, Section 16(n) of the General Laws and the District Agreement.

\_\_\_\_\_  
Patrick McMorrان, District Secretary

DATE: \_\_\_\_\_

A True Copy Attest:

\_\_\_\_\_  
Patrick McMorrان, District Secretary

DATE:

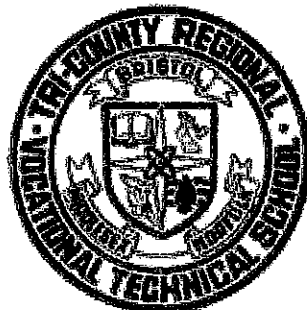
# Tri-County Regional Vocational Technical High School Building Project

Pursuant to Tri-County RVTHS Regional Agreement and MA General Law Chapter 71, Section 16(n), the Tri-County District School Committee may vote to authorize debt for the purpose for constructing or renovating a new school building, if the vote by the District School Committee is approved by a majority of voters of the member towns.

The School District Secretary will provide notice to the Select Boards and Town Council of this vote for the Districtwide Election.

The result of the Districtwide Election will be based on the aggregate total votes cast in all towns and requires a majority of the votes for passage.

- The election will be held on the same day and polling hours will be the same time in all 11 towns. Tentatively October 2023.
- The ballot question will be determined by Bond Counsel and will be the only item on the ballot. No other ballot question can be considered (such as overrides or other town specific questions).
- Town Clerks will consult with Select Boards/Town Council (or in Franklin, the Town Administrator) on the number and location of polling places.
- Tri-County RVTHS will distribute stamped copies of Election Warrant for posting and Tri-County SC Secretary will sign Return of Service.
- Tri-County RVTHS will publish Legal Notice in local newspapers at least 10 days prior to election.
- Town Clerks will work with vendor to program voting machines, ordering of all ballots (absentee, specimen, testing and bilingual where required), and testing of voting machines.
- Tri-County RVTHS will be responsible of all eligible costs associated with the election
  - Process to be determined



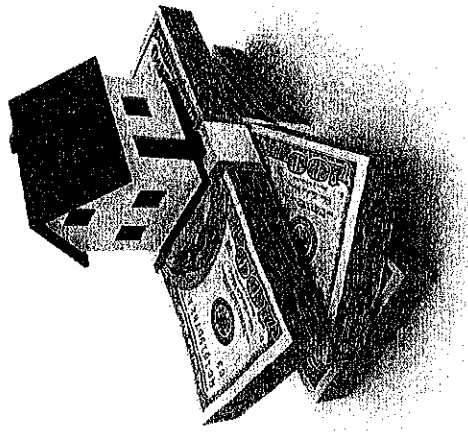
# Tri-County Regional Vocational Technical School Building Project

Enrollment 10/1/2022

Assumption - District Share of 200 Million Borrowed for 30 years at 4.25%

	10/1/2022 Enrollment	Town Estimated Yearly Debt	Yearly Residential Impact House		Yearly Residential Impact House	
			Value	Value	Value	Value
Franklin	164	2,081,813	\$28.77	\$71.93	\$500,000	\$143.86
Medfield	6	76,164	\$2.20	\$5.49	\$10.99	\$10.99
Medway	85	1,078,988	\$36.06	\$90.16	\$180.31	\$180.31
Millis	38	482,371	\$27.06	\$67.66	\$135.32	\$135.32
Norfolk	41	520,453	\$21.99	\$54.99	\$109.97	\$109.97
North Attleboro	238	3,021,168	\$56.86	\$142.14	\$284.28	\$284.28
Plainville	113	1,434,420	\$63.31	\$158.28	\$316.57	\$316.57
Seekonk	86	1,091,682	\$28.27	\$70.67	\$141.33	\$141.33
Sherborn	5	63,470	\$3.98	\$9.94	\$19.88	\$19.88
Walpole	90	1,142,458	\$17.97	\$44.92	\$89.84	\$89.84
Wrentham	73	926,661	\$29.26	\$73.16	\$146.32	\$146.32

NOTE: See above assumptions. The amount of District borrowing and interest rate are subject to change based on market conditions. Yearly town debt assessments will be affected by student enrollment. Future property valuations and tax rate key metrics will affect residential tax values.



Estimated Total Project Budget: \$285,992,692

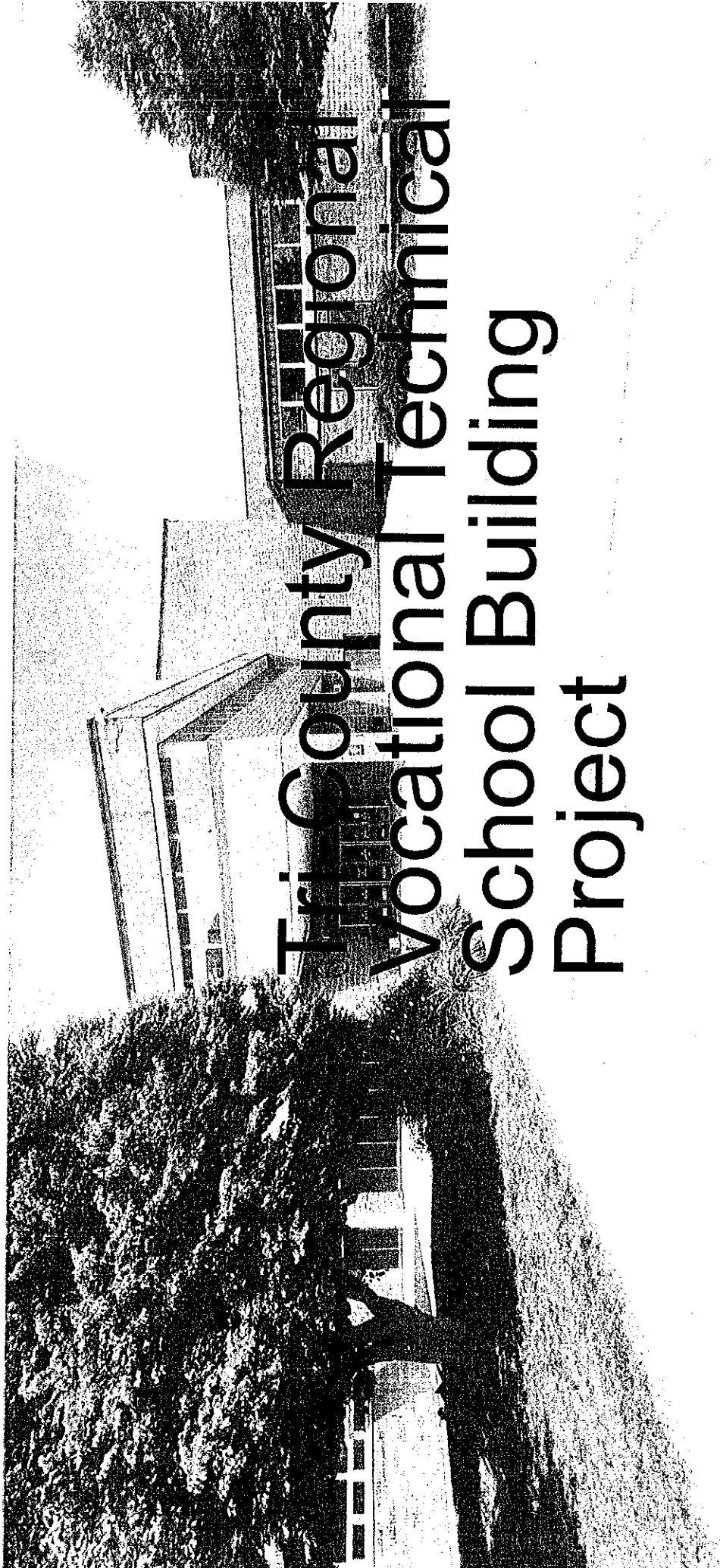
For taxpayer impact by Town please visit our website [www.tri-countybuilding.com](http://www.tri-countybuilding.com)



Tri-County Enrollment by town for October 2022 (Preliminary) with comparative October 2021 (Final)

TOWN	9	10	11	12	FY 24 Budget		FY 23 Budget		Change
					Calculation	GRAND TOTAL	Calculation	GRAND TOTAL	
Franklin	43	39	39	43	164	157	7		
Medfield	--	1	1	4	6	8	-2		
Medway	35	16	18	16	85	64	21		
Millic	5	12	2	19	38	51	-13		
Norfolk	14	15	6	6	41	33	8		
North Attleborough	62	60	66	49	237	256	-19		
Plainville	38	24	21	30	113	91	22		
Seekonk	25	16	21	23	85	82	3		
Sherborn	1	--	--	--	1	0	1		
Walpole	29	15	28	18	90	84	6		
Wrentham	21	23	12	17	73	69	4		
<b>TOTAL IN DISTRICT</b>	<b>273</b>	<b>221</b>	<b>214</b>	<b>225</b>	<b>933</b>	<b>895</b>	<b>38</b>		





# Tri-County Regional Vocational Technical School Building Project

DRA



# Tri-County Regional

## Vocational Technical High School

Franklin, Massachusetts



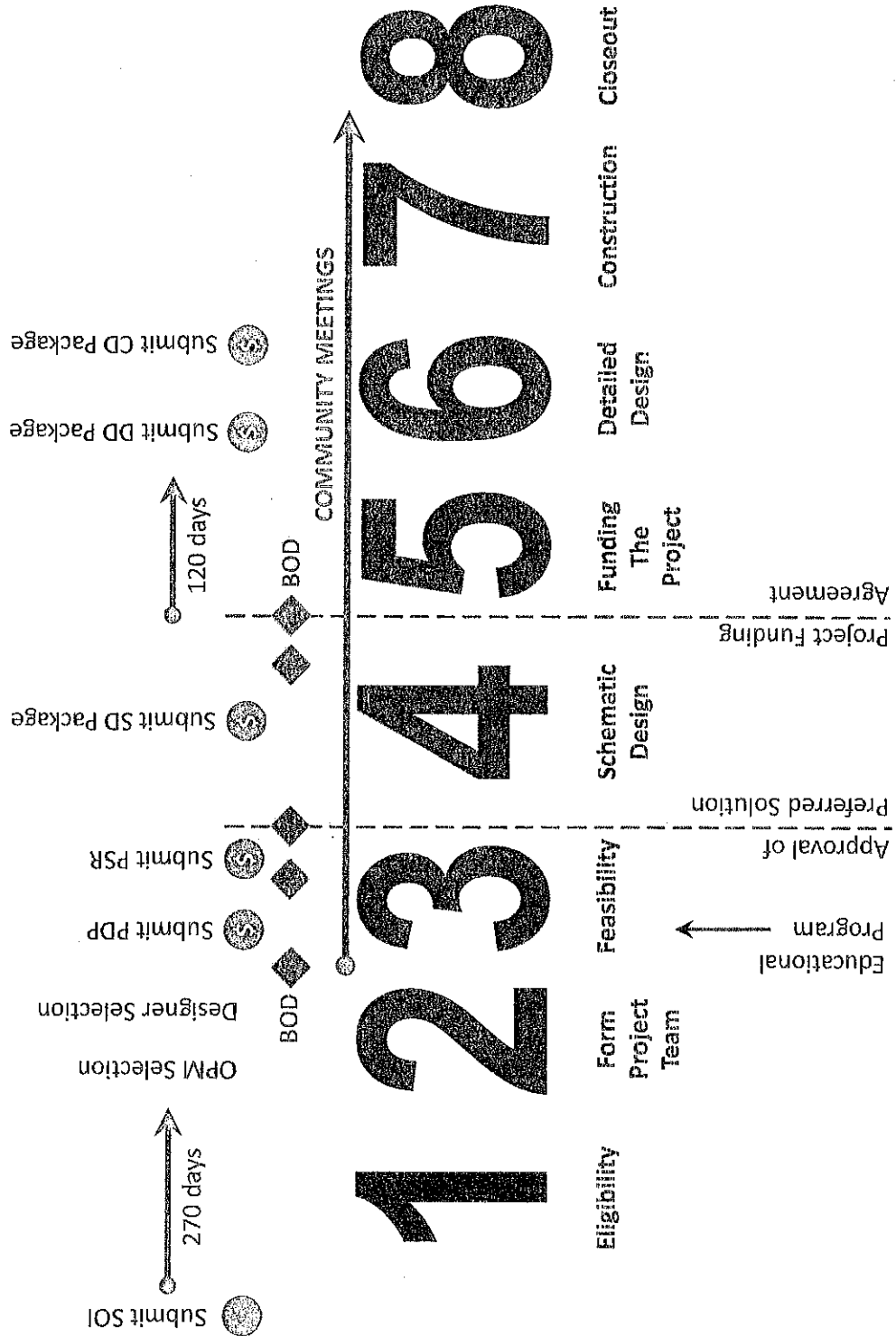
*Serving the communities of:*  
Franklin, Medfield, Medway, Millis, Norfolk, North  
Attleboro, Plainville, Seekonk, Sherborn, Walpole  
& Wrentham

January 2023

MSBA | Facilities Assessment Subcommittee



# Administering a Transparent Process



# 3

SEPT  
2021

## FEASIBILITY STUDY

### PLANNING

Public Visioning Sessions  
Existing Conditions Review

Develop Full Range of Options

Prelim. Evaluation of  
Alternatives  
Submit PDP August 5th  
**Select Preferred Option**  
Submit PSR Dec 28th

# 4

MAR  
2023

## SCHEMATIC DESIGN

### DESIGN

Initiate Schematic Design  
Develop Cost Estimates

Submit to MSBA for Approval

**Public Presentations**  
Preferred Option & Cost

SEPTEMBER  
2023

**Regional  
Community Votes  
Fall 2023**

# Project Timeline

Tri-county RTVHS

New Construction Option	Preferred	Duration in Months	2021												2022												2023												2024												2025												2026												2027												2028											
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MSBA Module Timeline			[Gantt chart showing MSBA module timeline from Jan 2021 to Dec 2028]																																																																																															
Hire OPM		3	[Gantt chart showing Hire OPM from Jan 2021 to Mar 2021]																																																																																															
Select Architect		5	[Gantt chart showing Select Architect from Jan 2021 to May 2021]																																																																																															
Feasibility		13	[Gantt chart showing Feasibility from Jan 2021 to Feb 2022]																																																																																															
Schematic Design		7	[Gantt chart showing Schematic Design from Jan 2022 to Aug 2022]																																																																																															
MSBA Board Approval of Schematic Design		1	[Gantt chart showing MSBA Board Approval of Schematic Design from Jan 2023 to Jan 2023]																																																																																															
District Vote		2	[Gantt chart showing District Vote from Jan 2023 to Feb 2023]																																																																																															
Design Development		8	[Gantt chart showing Design Development from Jan 2023 to Sep 2023]																																																																																															
Construction Documents		10	[Gantt chart showing Construction Documents from Jan 2023 to Nov 2023]																																																																																															
Bidding (ERP's and Final Package)		9	[Gantt chart showing Bidding (ERP's and Final Package) from Jan 2024 to Oct 2024]																																																																																															
Finalize GMP		4	[Gantt chart showing Finalize GMP from Jan 2024 to Apr 2024]																																																																																															
Begin Construction ERP Packages		8	[Gantt chart showing Begin Construction ERP Packages from Jan 2024 to Sep 2024]																																																																																															
Construction		31	[Gantt chart showing Construction from Jan 2024 to Dec 2027]																																																																																															
School Move In		2	[Gantt chart showing School Move In from Jan 2028 to Feb 2028]																																																																																															
Existing Building Demo and Site Work		15	[Gantt chart showing Existing Building Demo and Site Work from Jan 2028 to Feb 2029]																																																																																															
Project Complete		1	[Gantt chart showing Project Complete from Jan 2029 to Jan 2029]																																																																																															

## The MSBA process to determine the best design for Tri-County

- ✓ Develop and evaluate multiple building concepts
- ✓ Reduce the number of concepts down to 3 for further study  
PDP Submission **August 5<sup>th</sup> 2022**
- ✓ Select 1 that best meets the needs of the community for the next 50 years  
PSR Submission **December 28<sup>th</sup> 2022**
- ✓ Meet with architects and develop schematic design for preferred option  
PSD Meeting with MSBA **June 2023**

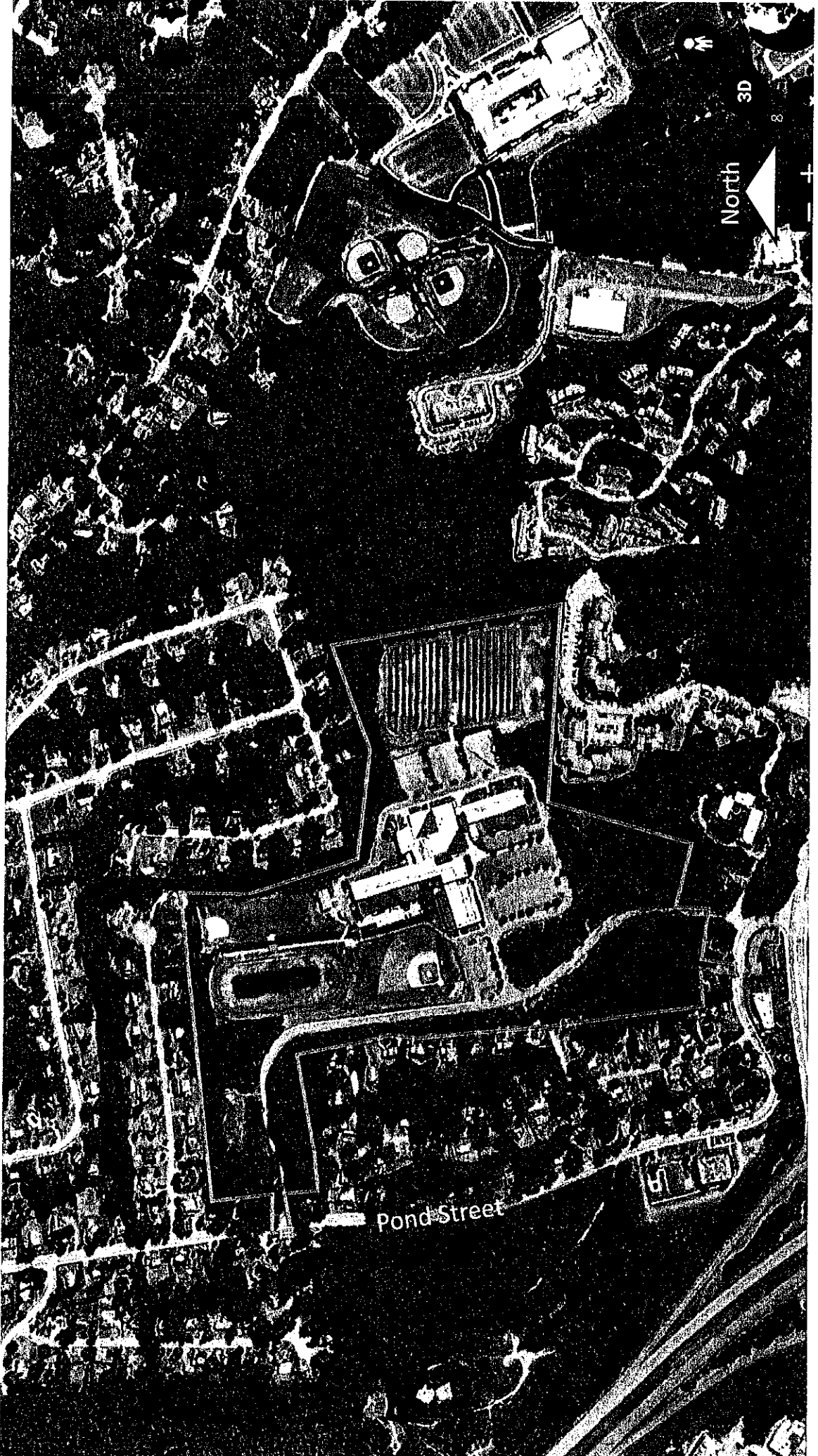
## Preliminary Pricing Table

Option (Description)	Total Gross Square Feet	Square Feet of Renovated Space (\$*/SF)	Square Feet of New Construction (\$*/SF)	Site, Building Takedown, Haz Mat Etc. (\$*)	Estimated Total Construction** (\$*)	Estimated Total Project Costs (\$)
Base Building Repair Option	285,000 sf	285,000 sf	- sf	\$ 29,707,000	\$ 123,757,000	\$ 165,000,000
		\$ 330.00 \$/sf	- \$/sf		\$ 434.24 \$/sf	
Addition-Renovation Option 3.1.1	313,000 sf	269,571 sf	43,429 sf	\$ 21,827,146	\$ 220,591,817	\$ 279,796,239
		\$ 611.65 \$/sf	\$ 780.16 \$/sf		\$ 704.77 \$/sf	
Addition-Renovation Option 4	320,000 sf	233,972 sf	86,028 sf	\$ 23,723,192	\$ 229,932,020	\$ 282,528,009
		\$ 593.06 \$/sf	\$ 784.04 \$/sf		\$ 718.54 \$/sf	
New Construction Option 3	285,500 sf		285,500 sf	\$ 37,198,982	\$ 231,818,582	\$ 279,898,689
			\$ 681.68 \$/sf		\$ 811.97 \$/sf	

\* Marked Up Construction Costs

\*\* Does not include Construction Contingency

\*\*\* District's Preferred Solution

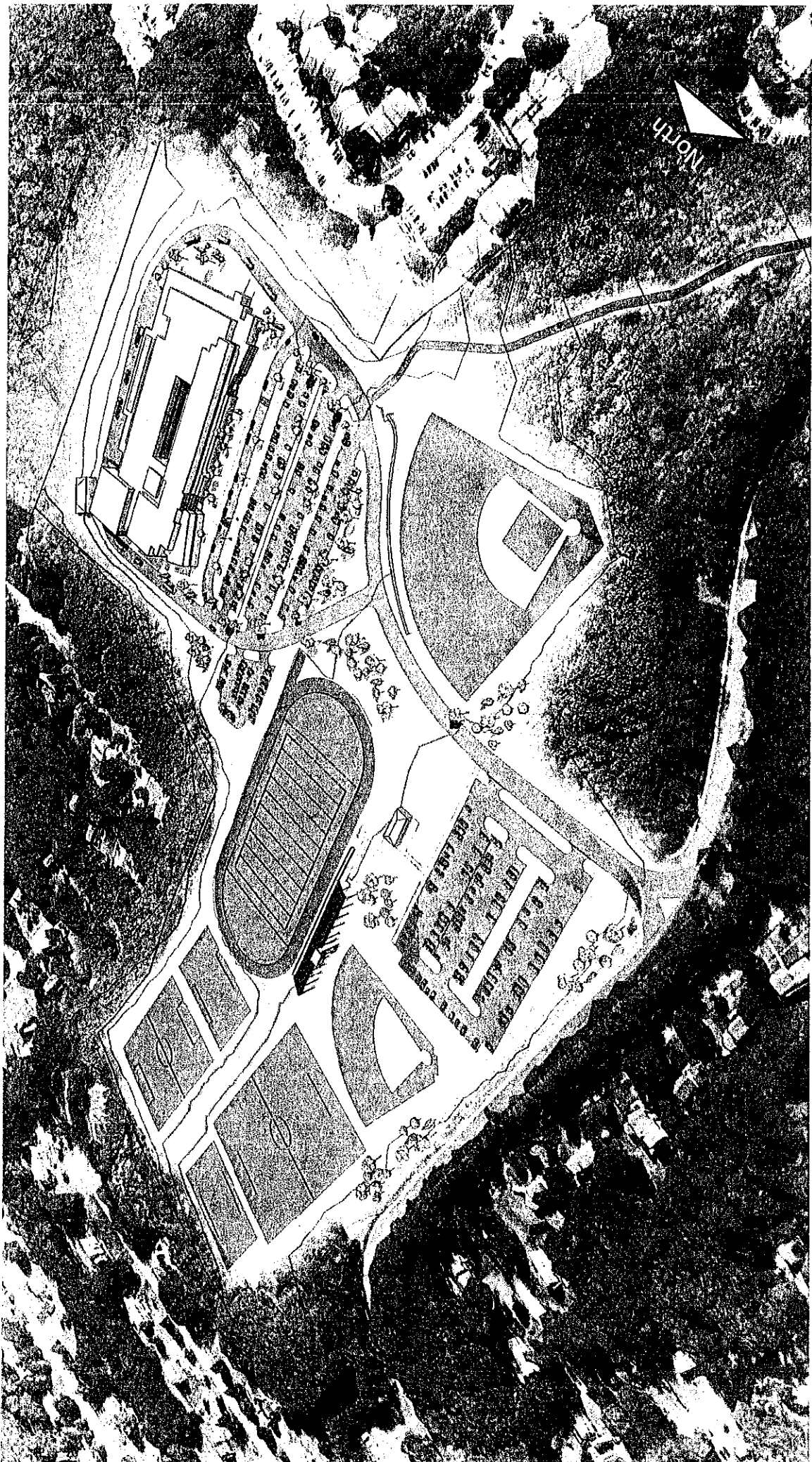


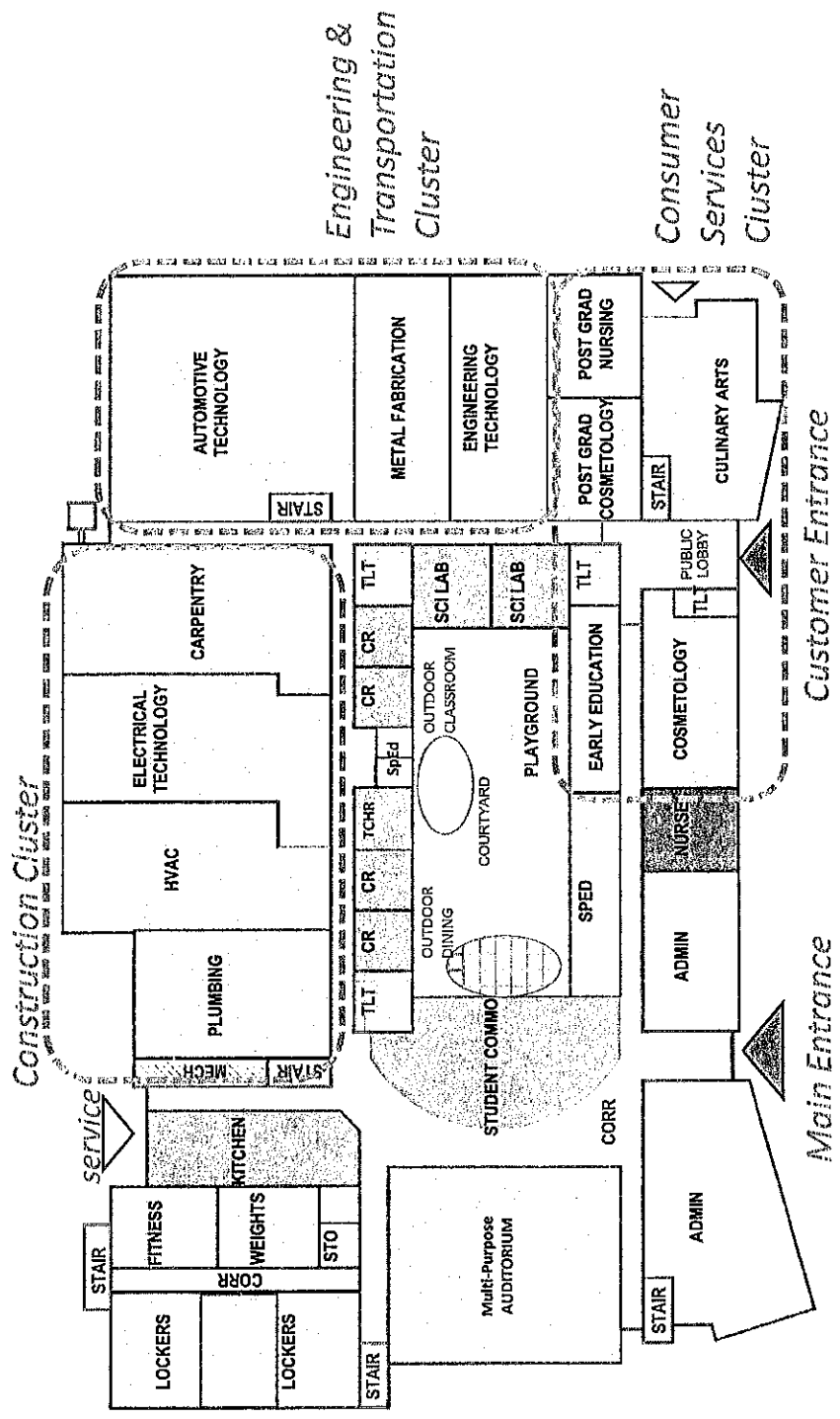
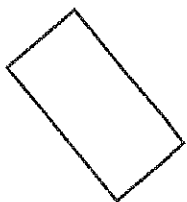
North

3D

Pond Street



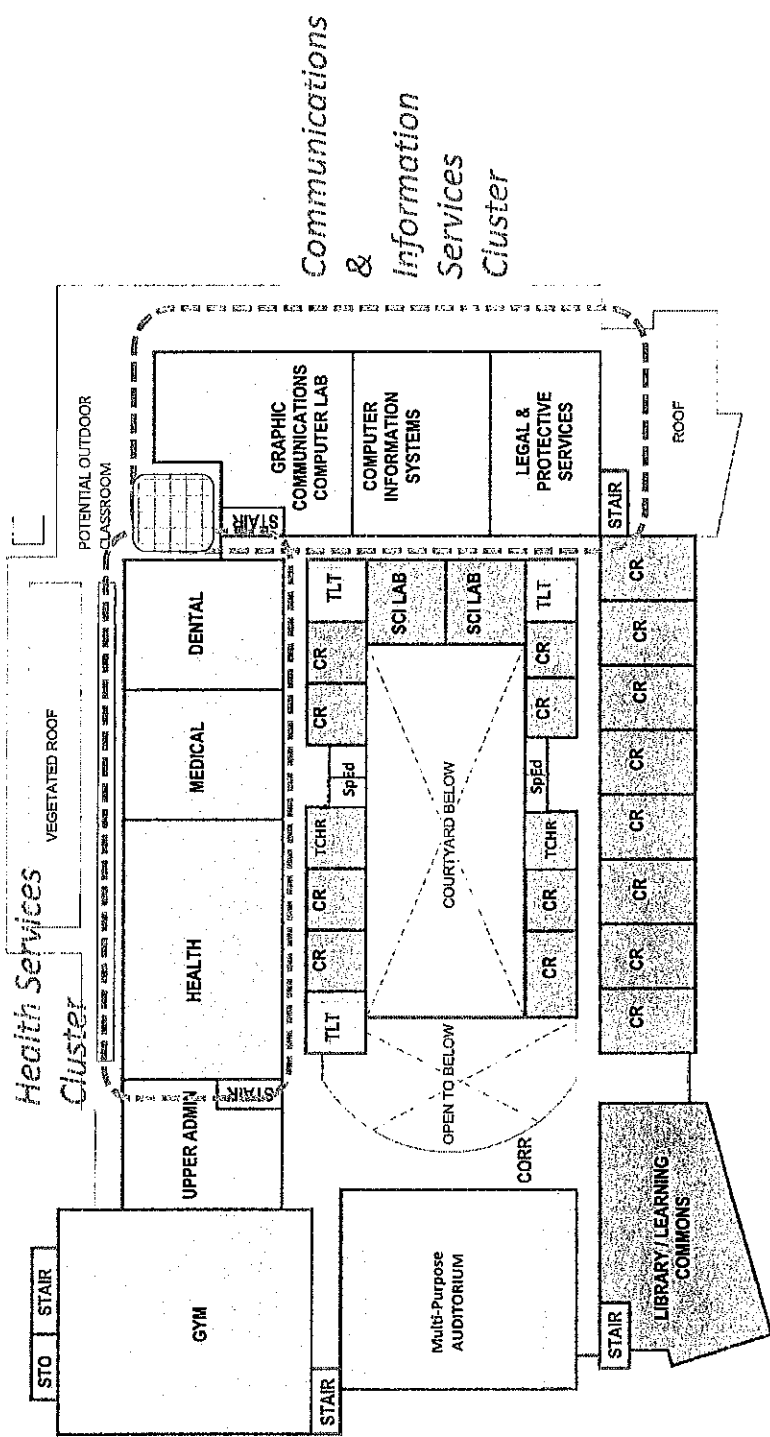
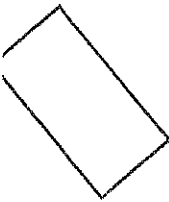




**Department Legend**

[Pattern]	1.0 Core Academics
[Pattern]	2.0 Special Education
[Pattern]	3.0 Art & Music
[Pattern]	4.0 Vocations & Technology
[Pattern]	5.0 Health & Physical Education
[Pattern]	6.0 Media Center
[Pattern]	7.0 Auditorium / Drama
[Pattern]	8.0 Dining & Food Service
[Pattern]	9.0 Medical
[Pattern]	10.0 Administration & Guidance
[Pattern]	11.0 Custodial & Maintenance
[Pattern]	12.0 Other
[Pattern]	13.0 Non-Programmed Spaces
[Pattern]	13.2 Toilets
[Pattern]	Post-Graduate & Adult Education

1. Space Summary New Level 1  
1" = 50'-0"



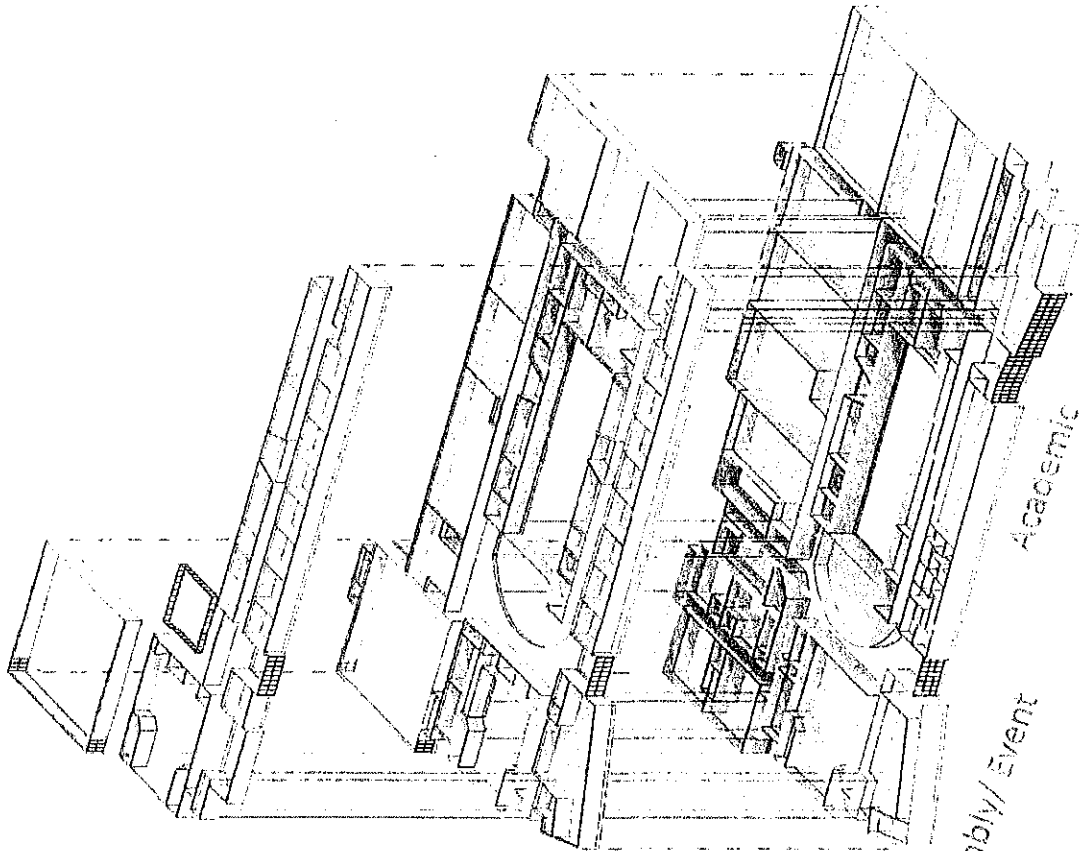
Communications  
&  
Information  
Services  
Cluster

Health Services  
Cluster

- Department Legend**
- 1.0 Core Academic
  - 2.0 Special Education
  - 3.0 Art & Music
  - 4.0 Vocations & Technology
  - 5.0 Health & Physical Education
  - 6.0 Media Center
  - 7.0 Auditorium / Drama
  - 8.0 Dining & Food Services
  - 9.0 Medical
  - 10.0 Administration & Guidance
  - 11.0 Custodial & Maintenance
  - 12.0 Other
  - 13.0 Non-Programmed Spaces
  - 13.2 Toilets

① Space Summary, New Level 2  
1" = 50'-0"

Health Services Cluster



THIRD FLOOR

SECOND FLOOR

FIRST FLOOR

Assembly/Event

Academic

Architectural Firm Name

## District Vote Process

- District Ballot Election – Chapter 71 Section 16(n) (October 2023)
- Debt Issue – 30 year bond
- Debt repayment assessment based on October 1 enrollment annually
- Assumed 5 pupil minimum for capital debt assessment

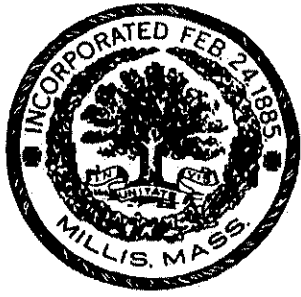
23-184

Community Outreach Discussion/Plan  
Tri-County School Project

23-185

Approval of Intermunicipal Agreement

Sealer of Weights/Measures



# TOWN OF MILLIS

TO: Select Board

FROM: Michael Guzinski, Town Administrator

A handwritten signature in black ink, appearing to read "Michael Guzinski", is written over the printed name of the Town Administrator.

DATE: September 13, 2023

**RE: Intermunicipal Agreement for Sealer of Weights & Measures**

Greetings,

As the Board is aware, we have been working with the Towns of Medway and Medfield over the past six months to establish a regional Sealer of Weights & Measures. As part of that process we have negotiated the attached Intermunicipal Agreement between all three towns. The agreement has a three-year term, and has been reviewed and approved by Town Counsel. The Select Boards of Medway and Medfield have approved the agreement.

I'm recommending that you vote to approve and sign the Intermunicipal Agreement with the Towns of Medway and Medfield.

Please contact me should you have any questions in connection with this matter.

Thank you.



**Agreement for Sealer of Weights and Measures Services  
Between  
The Town of Medway  
and  
The Town of Millis  
and  
The Town of Medfield**

This Intermunicipal Agreement (the "Agreement") is entered into by and between the Towns of Medway, Millis and Medfield (collectively, the "Towns"), effective as of \_\_\_\_\_, 2023.

Whereas, the Towns desire to share the costs and administrative burden for, and cooperate in the provision of services of the sealer of weights and measures; and

Whereas, the provisions of M.G.L. c. 40, § 4A authorizes the Towns to enter into an intermunicipal agreement to share the costs and administrative burden for services to be shared by the Towns; and

Whereas, the Towns have obtained authorization for this Agreement in accordance with the requirements of G.L. c. 40, § 4A pursuant to votes of their respective Select Boards.

Now therefore, the Towns, in mutual consideration of the covenants contained herein, agree as follows:

1. The term of this Agreement shall be from September 1, 2023, to June 30, 2026, unless extended by written amendment approved by the Towns' respective Select Boards or terminated earlier as provided herein.
2. The Town of Medway Sealer of Weights and Measures (the "Sealer") shall serve as Sealer of Weights and Measures for the Town of Millis and the Town of Medfield. Each of the Towns will officially appoint the employee providing these services and the employee will be certified within one year of this appointment as required by the provisions of G.L. c. 98, § 34.
3. The duties of the Sealer shall include those listed in Attachment A, which may be amended from time to time by mutual written agreement of the Towns, and as required by State law. The Sealer shall provide a performance bond pursuant to statute.
4. The Town of Medway shall appoint a liaison to work with the Sealer on provision of service issues.
5. The salaries, benefits, and other compensation paid to the Sealer shall be provided solely by the Town of Medway; in no event shall this agreement be deemed to make the Sealer an employee of either Millis or Medfield or entitle said person to receive any work-related compensation or benefits directly from either of said towns.

The Town of Medway agrees to cover the Sealer under its Professional Liability Policy, for acts in the Town of Medway. The Towns of Millis and Medfield agree to cover the Sealer under their respective Professional Liability Policies and indemnify and hold the Town of Medway harmless, including defense claims, for acts of the Sealer in the Towns of Millis and Medfield, to the extent permitted by law.

6. The Town of Medway shall assess and invoice the Town of Millis and the Town of Medfield the cost of the services provided by the Sealer quarterly each year of the agreement on September 30, December 31, March 31 and June 30. The Fiscal Year 2024 assessment is shown in Attachment B and will be updated in succeeding fiscal years of this agreement. Payment for such services shall be made to the Town of Medway by the Town of Millis and the Town of Medfield within thirty days of receipt of invoice. The financial liability of each town shall not exceed the amount appropriated by the Town at its Town Meeting. Failure of either the Town of Millis or the Town of Medfield to make such payment may result in termination of this Agreement by the Town of Medway. The costs associated with the services include a portion of the compensation and benefits provided by the Town of Medway to the Sealer, office space, office supplies, and vehicle use.
7. The Town of Medway shall provide office space for the Sealer.
8. The Town of Medway shall provide the Sealer a set of standards and a seal, and shall give a receipt therefor, stating their condition when received. The Sealer shall be responsible for the preservation of such equipment in like condition, normal wear and tear excepted. The Town of Millis and the Town of Medfield shall provide seals for services performed in their respective municipalities.
9. The Town of Medway will make a municipal vehicle available to the Sealer during the time these services are being provided to the Towns. In the event that a personal vehicle must be used by the Sealer, the receiving Town shall reimburse the Sealer for the use of their personal vehicle at the then-applicable standard IRS rate for mileage.
10. The Town of Millis and the Town of Medfield will each provide the Sealer and the Medway Building Commissioner (supervisor of the Sealer) with a list of all businesses and enterprises subject to sealer of weights and measures testing and certification in their respective towns annually and as needed. The Towns will provide their respective Towns' fee schedules for each of the inspections and certifications required by law, as well as any associated fees. The Sealer will be responsible for invoicing the businesses directly according to the applicable fee schedule. Invoice payments will be made by the businesses to the respective Towns' treasurers. The Sealer will provide each of the Towns with reports of inspections and any other activities every six months.
11. The Towns shall meet annually, to discuss the provisions of the agreement. This Agreement may be amended from time to time by written agreement of the Towns. Further, should the Commonwealth of Massachusetts revoke, rescind, or otherwise terminate the Sealer's certification or the certification of the Sealer's equipment, or if the Sealer shall no longer be an employee of the Town of Medway and the Town of Medway has not secured the services of a new certified sealer of weights and measures, this Agreement shall be deemed terminated.
12. Any one of the Towns, by vote of its respective Select Board, may terminate this Agreement upon the provision of at least sixty (60) days prior written notification to the other Towns. Such notice shall state the termination date. Upon such termination, the terminating Town shall be solely responsible for providing for itself the services formerly provided by the Town of Medway pursuant hereto. In the event of such termination, the Towns shall prepare a full statement of outstanding unpaid financial obligations pursuant to this Agreement within thirty days after termination of the agreement, and appropriate fees and costs shall be paid to the Town of Medway in accordance with this Agreement.

Town of Millis:  
By its Select Board

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Town of Medway:  
By its Select Board

Date: 9/5/2023

Mary White

Ted M. ...

[Signature]

[Signature]

Town of Medfield:  
By its Select Board

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

[Signature]

Egle M. ...

[Signature]

13. Any services, activities or undertakings of the Sealer shall be deemed to be engaged in the service and employment of that respective Town, notwithstanding that such service, activity or undertaking is being performed in or for the other Towns.
14. The Towns agree that if any court of competent jurisdiction shall declare any provisions of this agreement to be unenforceable, the remaining provisions hereof shall not be affected and shall remain in full force and effect.
15. The Sealer shall, within thirty days of the end of each fiscal year during the term of this Agreement, as may be amended, make a financial report of the services performed pursuant to this Agreement and shall provide a copy thereof to each of the Towns.
16. This Agreement may be amended from time to time in writing, by a vote of the Towns through their respective Select Boards.
17. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
18. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Towns with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Towns. This Agreement may be executed in any number of counterpart copies, all of which constitute one and the same agreement and each shall constitute an original.

[Signature page follows]

## ATTACHMENT A

### SEALER OF WEIGHTS AND MEASURES

#### Duties and Responsibilities

Inspect all commercial weighing and measuring devices designated as "legal for trade" to assure that they are maintained within acceptable tolerances as defined by state and federal law. These devices include: mechanical and electronic weighing devices found in supermarkets, delicatessens, bakeries, groceries and eating places, computerized retail scanning devices, reverse vending machines (can & bottle returns), apothecary scales, balances and weights, taximeters, retail fuel pumps dispensing gasoline and diesel, oil truck meters, wire, rope, cordage, linear measures such as yardsticks and tape.

Perform routine price verification in retail establishments having computerized scanning devices.

Invoice all appropriate fees due and provide copies of same to the designated administrative office of the town responsible for collection.

Serve as a consumer advocate by investigating any concerns or complaints relative to questionable selling practices.

Maintain accurate and detailed records for all of the above. Provide reports twice per year to the designated administrative office of each town.

Perform other related duties as required by the Towns and the Commonwealth.

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

**ATTACHMENT B**

**SEALER OF WEIGHTS AND MEASURES SERVICES  
FISCAL YEAR 2024 ASSESSMENT**

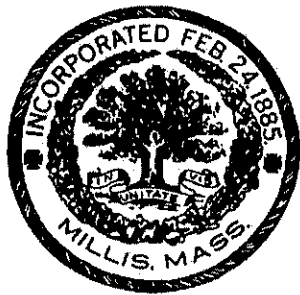
Town of Millis	\$7,800
Town of Medfield	\$7,800

[Assessment reflects a portion of the compensation and benefits provided by the Town of Medway to the Sealer, office space, office supplies, and vehicle use.]

23-186

Approval of Contract

Community Impact Services



# TOWN OF MILLIS

**TO:** Select Board

**FROM:** Michael Guzinski, Town Administrator

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

**DATE:** September 13, 2023

**RE: Contract with Community Impact Inc.**

---

Greetings,

I'm recommending that the Board vote to approve a six-month agreement with Community Impact Inc., to allow them to continue their important work in serving the citizens of Millis. The funds for this agreement are derived from the community impact fees through our host community agreement with the Town's cannabis retailer.

Please let me know if you have any questions.

Thanks.

Mike



# TOWN OF MILLIS<sup>1</sup>

CONTRACT # \_\_\_\_\_

STATE CONTRACT # (if applicable) \_\_\_\_\_

**DATE:** 6-20-23

This Contract is entered into on, or as of, this date by and between the Town of Millis, 900 Main Street, Millis, MA 02054 (the "Town"), and

Community Impact, Inc.  
Attn: Amy Leone  
12 Congress Street  
Milford, MA 01757  
[CommunityImpactInc@gmail.com](mailto:CommunityImpactInc@gmail.com)

(508) 422-0242 ext. 208                      508-422-0232  
[Telephone Number]                                      [FAX Number]

[communityimpactinc@gmail.com](mailto:communityimpactinc@gmail.com)  
[email address]

1. This is a Contract for the procurement of the following:  
See Scope of Services, attached as Exhibit A, and incorporated by reference.

2. The Contract price to be paid to the Contractor by the Town is:  
Not to exceed \$35,000 over 6 months, billed monthly.

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$35,000.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth and agreed to in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable 30 days after completion of services or the last monthly invoice is received, whichever is later.

<sup>1</sup> Contract Short Form - Services

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.

5. Term of Contract and Time for Performance:

This Contract shall commence upon execution of the Contract and be for a term of 6 months, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties, or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor prior to commencement of the Services and shall be maintained throughout the duration of the Contract.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; (2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable

control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

#### 9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Millis shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

#### 10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state, and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State, and local laws, rules, regulations, policies and orders applicable to the Services provided pursuant to this Contract.

#### 11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

#### 12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

#### 13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State, and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual

orientation.

14. Assignment:

The Contractor shall not assign, sublet, or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by a majority of the Select Board; and (2) endorsed with approval by the Finance Director as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and this Contract is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Millis unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Millis shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor hereby agrees to indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limited or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 20. Insurance

Failure to provide and continue in force the following insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor must provide notice to the Town immediately upon cancellation or modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

The Contractor shall obtain and maintain during the term of this Contract the following insurance coverage from companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

### 20.3 Other Insurance Requirements

- a. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- b. All policies shall identify the Town as an additional insured. (except Workers' Compensation and Professional Liability) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.
- c. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

## 21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services

rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's proposal within thirty (30) days of receipt of an invoice detailing the services provided and acceptance from the Town of said services, or by the dates provided in Section 3.4, above.

#### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

#### 24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

#### 28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto. If any term of this Contract conflicts with any term or condition provided in any of the contract

documents or any other agreements, the terms of this Contract shall prevail.

**SIGNATURES ON NEXT PAGE**

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Millis by:

\_\_\_\_\_  
Select Board Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Select Board Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Select Board Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Department Head Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Chief Procurement Officer Date

The Contractor by:

Amy Leone 8/21/23  
Signature Date

Amy Leone, MS,MA,LMHC- Director  
Print Name & Title

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Finance Director Date



**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by: Amy Leone, MA, MA,LMHC  
Print Name  
Owner, Clinical Director  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A  
Amy Leone authorized signatory for  
name of signatory  
Community Impact Inc. whose  
name of contractor  
principal place of business is at 12 Congress St. Milford, Ma 01757  
does hereby certify under the pains and penalties of perjury  
that Community Impact Inc. has paid all  
name of contractor  
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Amy Leone 8/21/23  
Signature Date

Amy Leone, MS,MA,LMHC  
Name

263337037  
Federal Tax ID # or Social Security #

**EXHIBIT A**  
**Community**  
**Impact, Inc.**  
**Scope of Services**

Community Impact, Inc. has agreed to *Embed their clinical team as needed (LMHC, LSW, Case Manager, Recovery Coach and Certified Peer Specialist) within the Town of Millis to provide mental health counseling, coordination and case management of services and response with first responders for mental health, substance abuse and domestic violence calls.*

Community Impact staff proposes to collaborate with the Town of Millis to ensure access to mental health services and support for Town residents with a focus on student needs. Community Impact also proposes to assist residents with other challenges they are facing in their lives, including physical and mental illness, childcare, and crises such as domestic violence, mental health and substance use. Community Impact's services will be tailored to the needs of the community based on an assessment of the area and its population.

Town of Millis Responsibilities:

- Make referrals for students, individuals, and their family members to Community Impact staff.
- Support Community Impact staff in understanding the Town of Millis and the community and help identify needs and resources.
- Provide support for developing and implementing a plan to assess the needs of the community and the resources currently available to them.
- Facilitate Community Impact staff in delivering individual and crisis counseling to students, individuals, and their family members at various agreed-upon times of the day.
- Provide onsite space (desk, telephone, office supplies, and computer access) at the Police Station for Community Impact to have intake/clinical sessions, groups, complete documentation, and make confidential phone calls.

Community Impact, Inc. Responsibilities:

- Within the first six months of the agreement, Community Impact staff will hold one on one meetings with community leaders, conduct interviews, focus groups and surveys with community members and business owners to identify and assess community concerns, needs and assets. The goal of this process will be to foster community engagement and increase access to resources, training, and peer-to-peer communication. Based on this assessment, Community Impact may propose the possible establishment of a voluntary Community Coalition. Ex.) A Community Coalition establishes and builds relationships within a community where better ideas and outcomes can be

achieved together. The process of collaborative problem-solving builds a unified community which in turn is a better place to live, work, and play.

- Provide mental health and substance abuse counseling to individuals, groups or families.
- Conduct initial assessments of individuals' situations to determine needs and goals.
- Research and advocate for appropriate public assistance resources for individuals, groups, or families.
- Communicate with individuals, students, families and their care teams.
- Provide crisis intervention as needed for first responders, school and town offices.
- Respond to critical incidents at the request of the police and follow up with victims of domestic violence and those with substance abuse issues.
- Refer individuals to appropriate treatment, as needed.
- Ensure that all case files, and other records, strictly comply with any and all policies, regulations, and procedures.
- Coordinate treatment planning and maintain ongoing contact with school counselors, administration, outpatient, or family providers for the continual care of individuals referred to Community Impact.
- Ensure that Community Impact staff is up to date with all certifications, standards, and credentialing policies.
- Provide training, supervision, and liability coverage for Community Impact staff and maintain all personnel records including up-to-date CORI and fingerprints and provide verification of the same to the Town.
- Community Impact is responsible for providing technical equipment (laptop and access to Simple Practice/EMR system) to the clinician for the purposes of providing HIPAA compliant Telehealth offsite as needed should Community Impact be unable to access the premises for the provision of identified services.
- Community Impact will maintain its own clinical records in an electronic health system that meets insurance specifications.
- Community Impact will engage in ongoing collaboration and communication with the Town Administrator or designee, including but not limited to, monthly thirty-minute video calls with the Town, which are included in the cost of services.
- Provide staffing that is based on community needs.
- Document staff hours on a weekly basis, up to 25 hours per month.
- Produce quarterly invoices to the Town based on hours worked.

### Billing

- Total price for services shall not exceed \$35,000 over 6 months and includes up to 25 hours a week of Community Impact staff's time. These hours will be distributed to Community Impact staff members based on the needs of the Town. (*LMHC, LSW, Case Manager, Recovery Coach and Certified Peer Specialist*)
- Community Impact staff hours will vary based on the needs of the Town of Millis. Documentation of time will be kept by staff members on a weekly basis, an itemized bill of services will be sent each month for tracking of services and documentation of Community Impact staff billable hours.
- Community Impact will bill the Town monthly for up to 25 hours of service, not to exceed \$5,833.33 without prior written authorization from the Town.

Community Impact respects the privacy of its individuals, families, and groups and will ensure that personal and health information is kept confidential. All minor youth receiving clinical services from Community Impact, whether at a Community Impact site or Town of Millis require appropriate consent forms signed by their guardian. Accordingly, Community Impact, as a HIPAA covered entity, shall not disclose any confidential information to others, including protected health information of Millis Public School students who become clients of Community Impact without a proper written authorization in place in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended.

23-187

Board Liaison Updates

23-188

Approval of DRAFT Minutes

**SELECT BOARD  
MEETING MINUTES  
Monday, August 31, 2023  
Millis Public Library – Roche Bros Room**

**Vice Chair Rosenfeld called the meeting to order at 10:31am.**

The following persons were present Vice Chair Ellen Rosenfeld, Clerk Erin Underhill, Town Administrator Mike Guzinski, Principal Assistant Executive Office Victoria Schindler.

23-174 Appoint Full Time Dispatcher

**Sel. Underhill made a motion to ratify the Town Administrators appointment of Liana Lodola pending a successful physical and drug screening. Sel. Rosenfeld seconded the motion. Sel. Rosenfeld polled the Board and the motion passed unanimously.**

23-175 Approval of FY24 HVAC Preventative Maintenance Contract @ Town Buildings

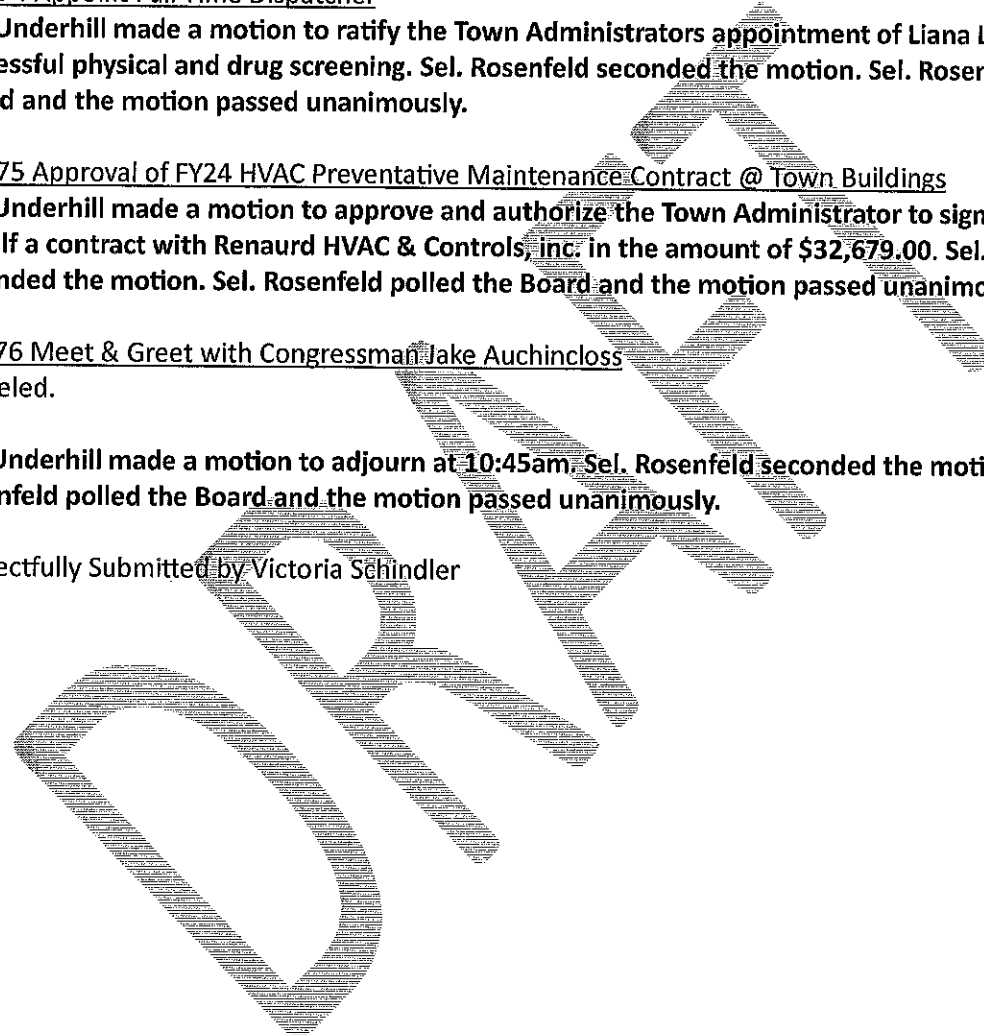
**Sel. Underhill made a motion to approve and authorize the Town Administrator to sign on the Towns behalf a contract with Renaud HVAC & Controls, inc. in the amount of \$32,679.00. Sel. Rosenfeld seconded the motion. Sel. Rosenfeld polled the Board and the motion passed unanimously.**

23-176 Meet & Greet with Congressman Jake Auchincloss

Canceled.

**Sel. Underhill made a motion to adjourn at 10:45am. Sel. Rosenfeld seconded the motion. Sel. Rosenfeld polled the Board and the motion passed unanimously.**

Respectfully Submitted by Victoria Schindler



**SELECT BOARD  
MEETING MINUTES  
Monday, August 14, 2023  
Veterans Memorial Building Room 229  
900 Main Street, Millis, MA 02054**

**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 Recreation Department is hosting the 'Summer Concert Series' on Wednesdays in August at 6:30pm

The Millis MBTA 3A Advisory Committee is providing an opportunity for Town residents to take a survey and give their comments regarding the plan for the Town's MBTA Multi-Family Zoning requirement. The survey will be posted on the Town Website, Millis Community Media's Website, and local social media.

State Representative James Arena-DeRosa will be hosting a Small Business Roundtable at the VMB building on August 29, 2023, at 8:30am.

23-159 Appointments

- *School Committee Member (joint appointment with the School Committee)*  
**School Committee member Marc Conroy made a motion to appoint Sean Powers as interim member of the School Committee through the May Annual Town Election to fill the vacancy created by the resignation of Steve Catalano. The motion was seconded by Shayna Canestrari. Select Board Chair Craig Schultze polled the Select Board and the School Committee – Conroy, yay. Briggs, yay. Canestrari, yay. Underhill, yay. Rosenfeld, no. Schultze, no. The motion passed with majority.**
- *Planning Board Member*  
**Sel. Rosenfeld made a motion to appoint James McKay as an interim member of the Planning Board through the May Annual Town Election to fill the vacancy created by the resignation of Josh Guerrero. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**
- *Payroll Administrator*  
**Sel. Rosenfeld made a motion to ratify the Town Administrators appointment of Mary Montione as Payroll Administrator subject to a successful physical. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**
- *Member of the Economic Development Committee*  
**Sel. Rosenfeld made a motion to ratify the Town Administrators appointment of Mary Montione as Payroll Administrator subject to a successful physical. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**
- *Election worker*  
**Sel. Rosenfeld made a motion to ratify the Town Administrators appointment of Donna Cabibbo as an election worker retroactive to 5/1/23. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**



23-160 Bond Anticipation Note Renewal

**Sel. Rosenfeld made a motion to adopt the vote prepared by bond counsel in connection with the sale and approval of the Town's August bond anticipation note. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

23-161- Review/Approval of Stormwater Utility Support FY24 Billing Cycle – Kleinfelder

Peter Varga from Kleinfelder gave a brief update on the FY24 Millis Stormwater Program.

**Sel. Rosenfeld made a motion to approve the agreement with Kleinfelder for the purpose of FY24 stormwater support services in an amount not to exceed \$107,002.00. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

23-162 Hearing: Dangerous Dog/Bentley Muzzle Order

**Sel. Schultze made a motion to open a Hearing for consideration of a dangerous dog muzzle order for Bentley. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

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

1. ACO Erin Mallette
2. Karen Karlsson
3. Judith Carlson, 4 Concord Circle
4. Patricia Fuller, 5 Concord Circle
5. Deb Sheppard, 10 Ticonderoga Lane
6. Paul Miller, 7 Concord Circle

ACO officer Erin Mallette issued a muzzle and restraint order due to the pending appeal regarding this case, the public safety of the residents, the owner's confession of not having the dog properly restrained, and the severity of the multiple bite wounds.

Abutters voiced their concerns regarding the dog Bentley.

**Sel. Schultze made a motion to close the Hearing for consideration of a dangerous dog muzzle order for Bentley. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

**Sel. Rosenfeld made a motion that the Board approves a muzzle and restraint order on Bentley which will remain in effect until all appeals of the Select Board's order to euthanize have been completed. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

23-163 Complete Streets: Presentation of Upcoming Projects

Nicole Riley, Chair of the Economic Development Committee, presented their list of recommendations for upcoming projects. Including the Village Street/Himelfarb Street/Acorn Street intersection, Main Street Pedestrian Detectable Warning Panels, Middlesex Street/Ridge Street intersection, Plain Street sidewalk reconstruction, Main Street/Exchange Street intersection improvement.

**Sel. Schultze made a motion to submit all 5 projects to DOT for approval. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

23-164 Review/Approval of Economic Development Committee Recommendation for Exchange St.  
Nicole Riley, Chair of the Economic Development Committee, discussed the recommendation for the signage on Exchange Street.

**Sel. Rosenfeld made a motion that the Board vote to approve the recommended changes to Exchange St. parking as submitted by the Economic Development Committee and described in their memo dated August 8<sup>th</sup>, 2023, with the exclusions of items 1 & 2.**

23-165 Review/Approval of Drainage Easements @ Emerson Place

**Sel. Rosenfeld made a motion that the Board vote to approve and accept the non-exclusive drainage easement for Emerson Place Development, LLC pursuant to G.L.C.83 § 4 dated February 2019 as presented. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

23-166 Approval of DPW Contract/Change Orders

- *Pavement Markings*

**Sel. Rosenfeld made a motion to approve entering a contract through the MAPC with KS Corporation for road pavement markings in an amount not to exceed \$25,000.00 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.**

- *SCADA System Computer Upgrade*

**Sel. Rosenfeld made a motion to approve entering a contract with Woodard & Curran to upgrade the SCADA computer system for a lump sum fee of \$22,000.00 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.**

- *(2) Change Orders – D'Angelis PFAS Plant*

**Sel. Rosenfeld made a motion to approve change order #6 in the amount of \$20,006.00 and change order #7 in the amount of \$13,101.00 for Winston builders in relation to the construction of the D'Angelis PFAS water treatment plant. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

23-167 Review/Approval of Mutual Aid Agreement for Animal Control Services

**Sel. Rosenfeld made a motion to approve the mutual aid agreement with Milford for regional animal control services as written. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

23-168 Review/Approval of Letter to Legislative Delegation RE: Millis Housing Authority

**Sel. Rosenfeld made a motion that the Board approves the letter to our legislative delegation regarding the Millis Housing Authority as written pending confirmation of the final numbers. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

23-169 Approval of Overdose Awareness Event

**Sel. Rosenfeld made a motion to approve the request form SAFE Coalition for an overdose awareness event to include placing flags on the lawn outside of the Veterans Memorial Building from 8/28/23-9/1/23 and to hold a 30-minute vigil on the side lawn on 8/31/23 at 3:45pm in coordination with the DPW Director. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.**

23-170 Approval of One-Day Special Alcohol Licenses

- *Millis Lions Club*

Sel. Rosenfeld made a motion to approve change order #6 in the amount of \$20,006.00 and change order #7 in the amount of \$13,101.00 for Winston builders in relation to the construction of the D'Angelis PFAS water treatment plant. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

- *Boggestowe Fish & Game Club*

Sel. Rosenfeld made a motion to approve change order #6 in the amount of \$20,006.00 and change order #7 in the amount of \$13,101.00 for Winston builders in relation to the construction of the D'Angelis PFAS water treatment plant. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

23-171 Board/Committee Liaison Updates

Sel. Underhill attended the Local Emergency Management Committee where they discussed plans for hazard mitigation.

Sel. Rosenfeld attended the Energy Committee where they discussed their Net Zero Goals report.

Sel. Schultze attended the Economic Development Committee where they discussed the complete streets presentation that was given earlier in the meeting.

23-172 Approval of DRAFT Minutes

Sel. Rosenfeld made a motion to approve the draft minutes from 3/29/21, 4/5/21, 4/12/21, and 7/19/23 as written. Sel. Underhill seconded the motion. Sel. Schultze polled the Board and the motion passed unanimously.

23-173 Approval of Water/Sewer Commitments

Sel. Rosenfeld made a motion to approve the water/sewer commitment to the collector for July 2023 in the amount of \$4,433.91 and the commitment from June 2023 in the amount of \$2,491.04. 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 9:10pm to discuss strategy with respect to potential litigation (Dangerous Dog Decision Appeal), 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 3/22/21

I. **Call to Order**

Sel. McCaffrey called the meeting to order at 6:30pm. The following persons were present via Zoom: Sel. Pete Jurmain, Sel. Erin Underhill, Town Administrator-Michael Guzinski and Department Assistant, Maureen Canesi.

II. **Announcements**

Sel. McCaffrey announced that there is a tentative date set for Millis Beautification Day, April 24<sup>th</sup> 9:00am – noon. Residents can check back at the next Select Board meeting for confirmation and approval.

III. **Open Session Scheduled Appointments & Hearings**

21-058 COVID Vaccine Update

John McVeigh, Board of Health Director, updated the Board and stated that the Town's and the State Department of Public Health has information with regards to the COVID. The Millis Board of Health is currently in the process of vaccinating the Housing Authority and will also soon be able to go house to house for residents who cannot make it to vaccination location sites.

21-059 Charter Review Committee Update

Charter Review Committee Chair, Christopher Soffayer updated and reviewed: Introduction, Process, Recommendations and Table Issues with the Board.

**Sel. McCaffrey proposed that the conversation continue at the next meeting so as to ask more questions and how the process of changes will be implemented.**

21-060 Veterans Budget Above Level Service Request

Director of Veterans Services, John Moore, presented to the Board the Budget Above Level Service Request including: Accomplishments, Future Initiatives, Increased Capabilities and VSO Salary Comparison and Staff Size.

**Sel. McCaffrey asked that the Town Administrator fold this request into the Budget preparation for consideration.**

21-061 1344 Main Street – Cobble Knoll LIP Application

The Board reviewed the request from the owners to support a project exception which would enable them to waive the need for an appraisal on the property, 1344 Main Street.

**Sel. McCaffrey made a motion to assign a letter of waiver for 1344 for the acquisition of the property at a valuation of \$400,000.**

**Sel. Underhill seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

21-062 Capital Planning Committee – Update by Chair

CPC Chair, Jonathan Barry, updated and reviewed with the Board the CPC Report – May 2021, CPC Priorities for June 2020 Town Warrant and Summary of Capital Needs for FY 2022-2031. Mr. Barry also addressed questions from the Board with regards to the above referenced reports.

21-063 Approval of Waiver of Water/Sewer Connection Fees for DPW Building Project

Sel. Underhill made a motion to waive the fees for Water and Sewer Entrance/Connection for construction at 7 Water Street (Staff Wing) in the amount of \$6,765.

**Sel. Jurmain seconded the motion and it passed unanimously.**

**Sel. Underhill made a motion to waive the fees for Water and Sewer Entrance/Connection for construction at 7 Water Street (Vehicle Wash Bay) in the amount of \$6,765.**

**Sel. Jurmain seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

21-064 Review/Approval of Lansing Millis Stabilization Proposal

Permanent Building Committee Chair, Wayne Klocko updated the project description and the estimate to stabilize the Lansing Millis building.

Sel. McCaffrey suggested that a project application for funding be submitted to the Community Preservation Committee for their recommendation and review by May Town Meeting.

**Sel. Underhill stated that she would draft the proposal application for submission to the Town Administrator.**

**Sel. McCaffrey made a motion to submit a proposal to the Community Preservation Committee to execute stabilization project, Lansing Millis Building, outlined by the Permanent Building Committee.**

**Sel. Jurmain seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

21-065 Review Proposed Language for Solar ByLaw

Planning Board Director, Richard Nichols and Doug Pope, Pope Clean Energy reviewed: Proposed Zoning ByLaw Amendments/Article: Section XXI. Large Scale Ground-Mounted Solar and are looking to get it on the Town Meeting agenda.

**Sel. Underhill made a motion to direct the Town Administrator to place Proposal on Town Meeting Warrant with the amendment to send back to the Planning Board for review/hearing**

**Sel. Jurmain seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

21-066 Review Proposed Language for Cannabis Delivery – Zoning By Law – and Refer to Planning Board

**Sel. McCaffrey made a motion to place on the warrant and send back to planning board for review/hearing.**

**Sel. Jurmain seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

21-067 Review/Approval of Gasoline and Diesel Pricing

Energy Manager, Robert Weiss, asked the Board to sign the Contract to purchase gasoline through the Norfolk County consortium at the price of \$2.56 per gallon with a window to allow for an increase of no more than \$0.05; and to purchase diesel fuel at the price of \$2.58 per gallon with a window to allow for an increase of no more than \$0.05. The Contract would be in effect from 9/1/2021-8/31/2022.

**Sel. Underhill made a motion to approve the Contract.**

**Sel. Jurmain seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

21-068 Review & Approval of Special Legal Counsel for PFAS

Town Administrator, Michael Guzinski, and Town Counsel, recommended that the Town appoint the firm Giarrusso Norton Cooley & McGlone, PC as special Town Counsel to investigate and identify parties that may be liable in relation to PFAS contamination of the Town Wells.

**Sel. McCaffrey made a motion that the Board appoint Giarrusso Norton Cooley & McGlone, PC as special counsel to the Town of Millis relating to PFAS Cost Recovery issues; working with Millis Town Counsel and the Town Administrator.**

**Sel. Underhill seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

21-069 Acceptance of CEP PFAS Design Grant & Approval of Contract with Kleinfelder

Sel. McCaffrey suggested that the Board ask the Town Administrator to draft and letter and coordinate a meeting with the DEP to help find additional solutions in terms of what the Town is being required to do.

**Sel. Jurmain made a motion that the Board accept the Grant from the DEP in the amount of \$197,990 and direct the Town Administrator to sign the Contract with Kleinfelder in the same amount for the phase of the project identified on the Water PFAS Treatment Grant-Round 2 from the Mass DEP.**

**Sel. Underhill seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

21-070 Discuss 61A Property at Village Street

Discussion with the Board for the potential acquisition of the property at Village Street and how to include and article in the Warrant for the Town to consider buying the property.

The Board spoke about residents who have offered the opinion on the subject; for and against. Robert Fox, the Developer, addressed the Board and offered to sit down with representatives from the Town, at no cost, to advise on what the Town could do with the property. Sel.

McCaffrey stated that they would like to meet with Mr. Fox for more discussion on the matter.

A few residents spoke to the Board on their opinions, thoughts and ideas.

Sel. McCaffrey suggested that there be another open forum for more education and to create a more specific plan.

**IV. Open Session Agenda Items**

21-071 Open Annual Town Meeting Warrant & Discuss Articles

Town Administrator, Michael Guzinski reviewed each of the (draft) Articles and also made recommendations.

- Sel. McCaffrey stated that there should be an additional Article added: the Lansing Millis Building
- Sel. McCaffrey recommended that Articles 20 (Street Acceptance-Hickory Hills) and 26 (Town Bylaw Amendment Sewer) should be removed

**Sel. McCaffrey made a motion to open Town Meeting Warrant.**

**Sel. Underhill seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

**Sel. McCaffrey made a motion to direct the Town Administrator to add a warrant article Comm Preservation for the Lansing Memorial Building and to delete Articles 20 and 26.**

**Sel. Underhill seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

21-072 Close Town Meeting Warrant

**Sel. Underhill made a motion to close the Warrant.**

**Sel. McCaffrey seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

21-073 Approval Annual Town Meeting Date/Location

Town Administrator reviewed the letter from the MA Department of Revenue stating that the Governor had signed H.73, "An Act Further Providing for Early Voting by Mail".

The Board discussed the Town Administrator's recommendations and details for approval of the date and location for Annual Town Meeting and Town Elections.

**Sel. McCaffrey made a motion that the Annual Spring Town Meeting be held Saturday, May 1<sup>st</sup> at noon in the High School parking lot with a rain date of May 2.**

**Sel. Underhill seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

21-074 Approve Town Election Dates

**Sel. McCaffrey made a motion to designate May 10<sup>th</sup> as the Town Election date.**

**Sel. Underhill seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

21-075 Update on FY22 Budget Process

Town Administrator, Mr. Guzinski, reviewed his memo to the Board informing them that he and the Finance Director are updating the revenue estimates as additional information becomes available. He also advised that he expected to be able to discuss the FY22 budget (expenses and revenues) in detail at the next Select Board Meeting (March 29<sup>th</sup>).

21-076 Discuss Legislative Earmark Requests

Town Administrator, Mr. Guzinski, informed the Board that the Town was contacted to advise that they would like a list of submit 3 items for funding as part of the FY22 State budget.

It was decided by the Board and the Town Administrator that they would submit to the State Delegation 3 Capital Items: COA Van, School Special Education Van and VMB Fire Alarm for consideration.

21-077 Review/Approval of Sign Permit Application – Wu Xing Kung Fu

**Sel. McCaffrey made a motion to approve the Sign Permit Application for Wu Xing Kung Fu at 903 Main Street subject to the dates of 4/1/21–11/1/21 and to bring the sign in during inclement weather.**

**Sel. Underhill seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

**V. Approval of Consent Items**

**Sel. Jurmain made a motion to adopt the 2/22/21 draft minutes as written.**

**Sel. Underhill seconded the motion. Sel. McCaffrey polled the Board and it passed unanimously.**

10:05 PM

**Sel. McCaffrey made a motion to enter executive session to consider the purchase, exchange, lease or value of real estate for the 61A parcel located at Village Street and to conduct a strategy session in preparation for negotiations with union and non-union**

**personnel for the SEIU contract and Finance Director's contract. The motion was seconded by Sel. Underhill.  
Sel. McCaffrey polled the Board and the motion passed unanimously.**

**VI. Adjournment**

**Sel. McCaffrey made a motion to Adjourn the Open Public Meeting at 11:30 p.m. Sel. McCaffrey polled the Board and it passed unanimously.**

Respectively submitted by: Maureen Canesi



Select Board Meeting Minutes 3/8/21

**Sel. McCaffrey called the meeting to order at 7:07pm.**

The following persons were present via Zoom: Sel. Pete Jurmain, Sel. Erin Underhill, Town Administrator Michael Guzinski and Operations Support Manager Karen Bouret.

Announcements

None

21-045 COVID Vaccine Update

John McVeigh, Board of Health Director, said the Town is looking at homebound vaccinations for residents once vaccines arrive. The state has limited vaccines, and the Town is "hoping" we will be given some vaccines for this purpose.

Chair McCaffrey said the Lions and Millis Garden Club are planning to have Millis Beautification Day on April 24th. Mr. McCaffrey said more information will be forthcoming, but they are hopeful that they will be able to move forward with COVID safety protocols in place.

21-046 Cultural Council Member

**Sel. Jurmain made a motion to appoint Jennifer Zarutskie Sieczkiewicz to the Millis Cultural Council. The motion was seconded by Sel. Underhill.**

**Sel. McCaffrey polled the Board and the motion passed unanimously.**

21-047 FY22 Budget Presentation - Building Department

Mike Giampietro, Building Commissioner, said the proposed Building budget was level funded. Mr. Giampietro said the inspection fees and mileage line items are best estimates at this point. Mr. Giampietro reviewed a permit issued analysis from 2017-2020 outlining fees, estimated construction costs and the number of permits issued. Mr. Giampietro thanked his staff for stepping in during his medical absence. He then reviewed ongoing major construction projects in Town which included Toll Brothers, Acorn Place, South End Farms, Cube Smart, the Assisted Living project at Dover Road and others.

21-048 Vote to Authorize Deficit Spending for Snow and Ice Budget

Jim McKay, DPW Director, said the snow and ice budget is in deficit by \$147,332.81. Mr. McKay said the Finance Committee already voted to authorize this request and he is asking the Select Board to do the same. Carol Johnston, Finance Director, said this is standard operating procedure and Sel. Jurmain reiterated that this is the only budget that is allowed to be deficient spent.

**Sel. Jurmain made a motion to approve deficit spending of a not to exceed amount of \$250,000.00 for FY21. The motion was seconded by Sel. Underhill.**

**Sel. McCaffrey polled the Board and the motion passed unanimously.**

Chair McCaffrey thanked the DPW crew for their consistent hard work keeping our roads safe.

21-049 FY22 DPW Budget Presentation

Mr. McKay said he provided sixty pages for his budget (see attached) but he will touch on highlights for tonight's presentation. Mr. McKay reviewed the FY22 department highlights starting with a request for a Budget and Procurement Manager and to increase the Department Assistant I from 12 to 19 hours. Mr. McKay provided information for funding the salaries as well as the savings in DPW overtime. Mr. McKay asked the Board to consider the addition of a

Heavy Equipment Operator/Laborer stating that the position would "relieve the need of staff assigned to enterprise funds of maintaining general fund duties."

A discussion ensued about outsourcing work to engineering firms for peer review and the need evaluate whether an in-house engineering position should be created. Mr. McKay said he has included this above level service position requests for the last two years in his budget requests.

Mr. McKay presented DPW Highway Division FY21 Budget Reductions (see spreadsheet) by reviewing the highlights including being unable to replace ornamental lights on Main Street, line painting of crosswalks, patching of roadways and tree removal. Mr. McKay asked that Supplies Road Maintenance be increased by \$50,000 in order to pave or repair roads not covered under Chapter 90 funding. A discussion about road repair funding and tree removal/pruning funding being included in the DPW budget verses funding through separate warrant articles at town meeting was had.

Mr. McKay went on to review the DPW Water Systems Emergency Response Plan Update for \$30,000 as well as Water Treatment Plant Improvements for \$255,600. He then briefly reviewed all remaining budget forms.

Cathy MacInnes, resident, asked if the Board could consider adding a maintenance line for town properties/open space maintenance. She also asked for the Board to look at how the enterprise allocations for salaries are calculated.

Mr. McKay closed by thanking the Permanent Building Committee for their hard work and diligence during the DPW building project.

#### 21-050 Discuss 61A Property at Village (Braun)

Chair McCaffrey said a public hearing regarding the possible purchase of the 23.3 acres at Village was held on March 1. The Board will continue to seek input in order to decide on whether or not the Town should exercise its right of first refusal for this property. And at this as a warrant item at their meeting on March 22nd or the following meeting. Sel. Underhill said she received some email comments, the majority of which were not in favor of the Town purchasing the property. Sel. Jurmain said he has received an equal number in favor and against the purchase. Both said the biggest concerns are the cost and how this might affect building a new senior center or where the funding will come from. Sel. McCaffrey said people have asked whether to add more open space without a budget to maintain it or instead putting the money towards maintenance of existing Town-owned space. Sel. McCaffrey said others feel this is a once in a lifetime chance since the property is 23+ contiguous acres is hard to come by. The Board agreed that the task at hand is to do what's in the best interest for the majority of the community. Sel. Underhill said the majority of the Community Preservation Committee was generally not in favor of using CPC funds since it would put restrictions on use of the property. Sel. McCaffrey said ultimately the decision will rest in with the community since Town Meeting would need to approve it with a 2/3 vote if the Board does decide to move forward in that direction. He urged residents to ask questions and send emails to the Town Administrator's office and or the Select Board. He also encouraged people to look at information provided on the website.

#### 21-051 Cannabis Delivery Discussion

Kate Feodoroff, Town Counsel, said there are two new types of marijuana delivery which are courier, which is just transportation, and packaging/warehouse where product can be

repackaged in a facility with full security etc. Ms. Feodoroff reviewed the existing zoning bylaw and said it is simple. She suggested just adding to the existing bylaw to include delivery. Ms. Feodoroff said you cannot ban delivery from other towns to Millis since Millis does allow for marijuana retail. Ms. Feodoroff said it's important to be specific about delivery and what would or would not be allowed since not doing anything would allow for possible interpretation. The Chair asked Ms. Feodoroff to prepare language to update bylaw(s) related to delivery.

#### 21-052 Town Meeting Warrant Discussion

Mr. Guzinski listed articles that the Board has not officially voted to add to the spring town meeting warrant. (See highlighted articles). Chair McCaffrey noted that the Tree Warden did want to add an article for funding of Tree Removal/Pruning although the plan is to try and include them in the budget instead. Sel. Jurmain asked for Road Repairs funding to be added as well. The Board decided to open the warrant officially at the 3/22 meeting to add the articles.

#### 21-053 not needed

#### 21-054 Discuss COLA for FY22 for Personnel Plan

Mr. Guzinski recommended a 2.5% cost of living increase for FY22 based on existing employment contracts and the current economy.

**Sel. Underhill made a motion to establish a 2.5% COLA for all personnel plan employees and appointed specials for FY22, seconded by Sel. Jurmain.**  
**Sel. McCaffrey polled the Board and the motion passed unanimously.**

#### 21-055 Discuss Finance Committee Liaison Request

The Board discussed attending on a rotating basis.

Sel. Jurmain will attend on the 3/10, Sel. Underhill will attend the following meeting and Chair McCaffrey will attend the next meeting.

#### 21-056 Approval of Sign Permit – Youth Baseball

**Sel. McCaffery made a motion to approve request beginning on 3/9 for a period of 6 weeks. The motion was seconded by Sel. Jurmain. Sel. McCaffery polled the Board 2nd PJ. PU**

**Sel. Made a motion to enter Executive Session at 10:30pm to discuss the purchase, exchange, lease or value of real estate (61A parcel village street). Also, to conduct a strategy session in preparation for negotiations with union and non-union personnel (SEIU Contract/Finance Director). Sel. Underhill seconded this motion. Sel. McCaffrey polled the Board and the motion passed unanimously.**

Respectfully Submitted by Victoria Schindler

10:30 pm

Executive Session

Mr. Guzinski said this will be Carol Johnston's last contract with the Town as she will be looking to retire after that. Mr. Guzinski reviewed an email in which Ms. Johnston pointed out her accomplishments to this point, and her proposal which includes changing her schedule to Monday - Thursday, 25 vacation days per year, 5 personal days per year and deferred comp in an amount of \$10,000 in a three-year agreement. Mr. Guzinski said she is more interested in more free time rather than a significant salary increase. The Board discussed including language in the contract to ensure that the job requirements are performed.

\$127,500

1.5% COLA

Performance incentive years 2 and 3 of 1.5% additional

Ms. Johnston joined the meeting at 10:55 pm

She said she is more than willing to prioritize as needed and put in as much time as needed from M-Th or as needed

**Sel. McCaffrey made a motion to approve the Finance Director's contract between the Town and Carol Johnston as outlined today and for the Town Administrator to finalize the language for the next Board meeting. The motion was seconded by Sel. Jurmain. Sel. McCaffrey polled the Board and the motion passed unanimously.**

SEIU

Mr. Guzinski recommended No to 3 personal days since this will only be a one-year agreement  
2.5% increase not 3%

**Motion to adjourn EU 2nd PJ. PU 11:25 PM**

**Adjourn EU, PJ out! 11:26 PM**

23-189

Approval of Water/Sewer Commitments



**THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF MILLIS**

**WATER / SEWER DEPARTMENT COMMITMENT TO COLLECTOR**

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

ACCT #	COMMIT #	WATER	FINAL	SEWER	CROSS CONNECT	ON OFF	PAINE	TOTAL
121507400	F3713	104.55	47.25	149.33				301.13
401300510	F3714	39.98	47.25	81.81				169.04
35400026	F3715	31.44	47.25	64.93				143.62
35400030	F3716	31.44	47.25	64.93				143.62
35000229	F3717	39.98	47.25	81.81				169.04
350001014	F3718	31.44	47.25	64.93				143.62
350001004	F3719	44.25	47.25	90.25				181.75
221395020	F3720	121.11	47.25					168.36
222234801	F3722	48.52	47.25					95.77
301865100	F3723	35.71	47.25	73.37				156.33
301648910	F3724	39.98	47.25	81.81				169.04
421719010	F3725	52.79	47.25	107.13				207.17
221716610	3731	27.17	47.25	56.49				130.91
<b>Total Commitment for August 2023</b>								<b>2179.40</b>

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

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

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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



**THE COMMONWEALTH OF MASSACHUSETTS  
 TOWN OF MILLIS**

**WATER / SEWER DEPARTMENT COMMITMENT TO COLLECTOR**

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

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

ACCT #	WATER	CAP ASSESMENT	SEWER	CROSS FEES	ON/OFF	TOTAL
QB0124	405222.81	181471.05	415631.89		242.58	1002568.33
<b>GRAND TOTAL</b>						<b>1002568.33</b>

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

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

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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