



TOWN OF MILLIS

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

OFFICE OF THE SELECT BOARD

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

Michael J. Guzinski
Town Administrator
mguzinski@millisma.gov

Karen Bouret DeMarzo
Assistant Town Administrator
kbouret@millisma.gov

SELECT BOARD MEETING AGENDA MONDAY, DECEMBER 19, 2022; 7:00 PM VETERANS MEMORIAL BUILDING ROOM 229

	Topic	Time	Speaker
I.	Call to Order	7:00 PM	Chair Underhill
II.	Announcements Recognition of Christine McCaffrey – Council on Aging		
III.	Scheduled Appointments & Hearings		
22-263	Appointment of Chair of School Building Committee	7:00 PM	Sel. Underhill
22-264	Hearing: Eversource Location of Conduits & Manholes at Main Street	7:05 PM	C. Cosby
22-265	Sewer Policy Discussion – Public Comment	7:15 PM	Sel. Underhill
IV.	Open Session Items		
22-266	Review & Approval of Community Impact Contract January-June 2023		M. Guzinski
22-267	Approval: Select Board Annual Licenses 2023		K. Bouret
22-268	Board/Committee Liaison Updates		Sel. Underhill
22-269	Approval of Water/Sewer Commitments (2)		M. Guzinski
22-270	Approval of DRAFT Minutes		Sel. Underhill
22-271	Consider Voting to Close All Non-Emergency Municipal Offices, Library and DPW on 12/23/22		M. Guzinski
V.	Executive Session To conduct strategy sessions in preparation for negotiations with union personnel. (SEIU/AFSCME/Fire Union)		
VI.	Adjournment		

Proposed Upcoming Meeting Schedule

Date	Time	Location
Wednesday, January 4, 2023	7:00 pm	Rm 229 VMB
Monday, January 23, 2023	7:00 pm	Rm 229 VMB
Monday, February 6, 2023	9:00 am Budget Mtg.	Rm 229 VMB
Monday, February 13, 2023	7:00 pm	Rm 229 VMB
Monday, February 27, 2023	7:00 pm	Rm 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

22-263

Appt of School Bldg Committee Chair

Richard Nichols

22-264

Hearing: Eversource Conduit

Main Street



157 Cordaville Road
Southborough, MA 01772

December 8, 2022

Select Board
Millis Town Hall
900 Main Street
Millis, MA 02054

RE: Main Street
Millis, MA
W.O. #8759643

Hearing Required

Dear Members of the Board:

The enclosed petitions and plans are being presented by the NSTAR ELECTRIC COMPANY d/b/a as EVERSOURCE ENERGY for obtaining grant of Location to install approximately 58± feet of conduit.

This work is necessary to provide electric service to #240, #242 and #244 Main Street, Millis.

If you have any further questions, contact Chris Cosby @ (508) 305-6989.
Your prompt attention to this matter would be greatly appreciated.

Very truly yours,

Richard M. Schifone

Richard M. Schifone
Rights and Permits, Supervisor

RMS/sky
Attachments

**PETITION OF NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY
FOR LOCATION FOR CONDUITS AND MANHOLES**

To the **Select Board** of the Town of **Millis** Massachusetts:

Respectfully represents **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **T. Thibault, dated November 21, 2022** and filed herewith, under the following public way or ways of said Town:

Main Street – Southeasterly approximately 15± feet northeast of Eden Street

- Install approximately 58± of conduit at pole #9/32

Hearing Required

**NSTAR ELECTRIC COMPANY
dba EVERSOURCE ENERGY**

BY *Richard M. Schifone*

Richard M. Schifone
Rights & Permits, Supervisor

Dated this _____ day of _____ 2022

Town of Millis, Massachusetts

Received and filed _____ 2022

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES
Town of Millis**

WHEREAS, **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town thereafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY** be and hereby is granted permission to construct and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

Main Street – Southeasterly approximately 15± feet northeast of Eden Street

- Install approximately 58± of conduit at pole #9/32

Hearing Required

All construction work under this Order shall be in accordance with the following conditions:

1. Conduits and manholes shall be located as shown on the plan made by **T. Thibault, dated November 21, 2022** on the file with said petition.
2. Said shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. Company All work shall be done to the satisfaction of the Select Board or such officer or officers as it may appoint to supervise the work.

1	_____	Select Board the Town of Millis
2	_____	
3	_____	
4	_____	
5	_____	

CERTIFICATE

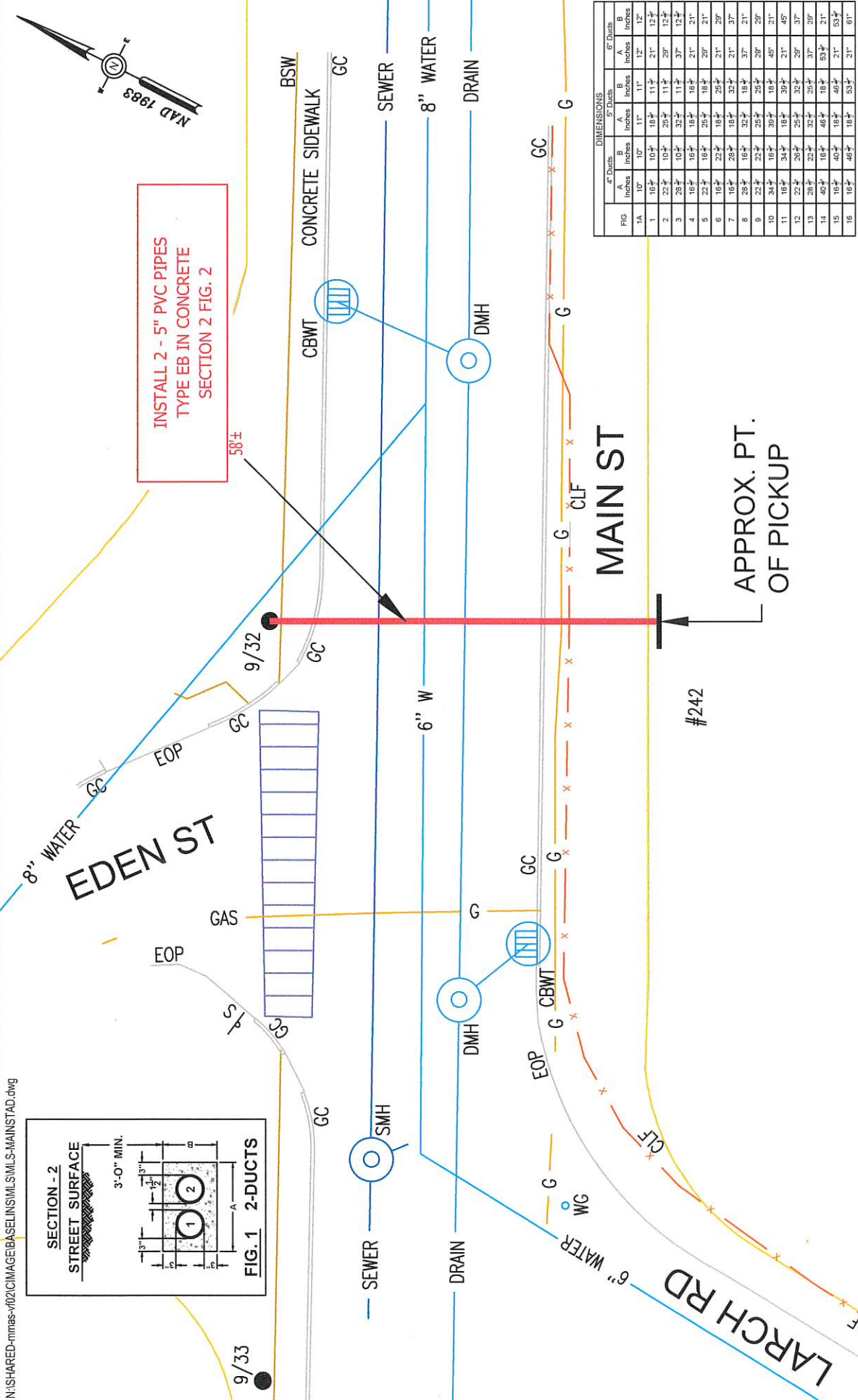
We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit:-after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Select Board to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the _____ day of _____ 2022 at _____ in said Town.

1	_____	Select Board the Town of Millis
2	_____	
3	_____	
4	_____	
5	_____	

CERTIFICATE

I hereby certify that the foregoing are true copies of the Order of the **Select Board** of the Town of **Millis**, Masssachusetts, duly adopted on the _____ day of _____, 2022 and recorded with the records of location Orders of said Town, Book _____, Page _____ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter.Ed.) and any additions thereto or amendments thereof, as the same appear of record.

Attest: _____
Clerk of the Town of **Millis**, Massachusetts



INSTALL 2 - 5" PVC PIPES
TYPE EB IN CONCRETE
SECTION 2 FIG. 2

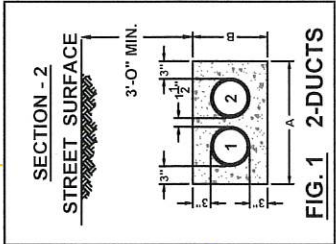


FIG	4" Ducts		5" Ducts		6" Ducts	
	A	B	A	B	A	B
1A	10"	10"	11"	11"	12"	12"
1	16"	10 1/2"	18 1/2"	11 1/2"	21"	10 1/2"
2	22 1/2"	10 1/2"	25 1/2"	11 1/2"	28"	10 1/2"
3	28 1/2"	10 1/2"	32 1/2"	11 1/2"	37"	10 1/2"
4	16 1/2"	16 1/2"	18 1/2"	18 1/2"	21"	21"
5	22 1/2"	16 1/2"	25 1/2"	18 1/2"	29"	21"
6	16 1/2"	22 1/2"	18 1/2"	25 1/2"	21"	29"
7	16 1/2"	28 1/2"	18 1/2"	32 1/2"	21"	37"
8	28 1/2"	16 1/2"	32 1/2"	18 1/2"	37"	21"
9	22 1/2"	22 1/2"	25 1/2"	25 1/2"	28"	28"
10	34 1/2"	16 1/2"	38 1/2"	18 1/2"	45"	21"
11	18 1/2"	34 1/2"	18 1/2"	39 1/2"	21"	45"
12	22 1/2"	22 1/2"	25 1/2"	25 1/2"	29"	29"
13	26 1/2"	22 1/2"	32 1/2"	25 1/2"	37"	29"
14	40 1/2"	16 1/2"	46 1/2"	18 1/2"	53"	21"
15	16 1/2"	40 1/2"	18 1/2"	46 1/2"	21"	53"
16	16 1/2"	46 1/2"	18 1/2"	53"	21"	61"

NSTAR EVERSOURCE
ELECTRIC
d/b/a
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of MAIN STREET, MILLIS

Showing PROPOSED CONDUIT LOCATION

C# 312-22
Ward #
Work Order # 8759643
Surveyed by: BP/GC
Research by: JC
Plotted by: TL
Proposed Structures: TL
Approved: T THIBAUT
P#

Scale 1"=20'
Date NOVEMBER 21, 2022
SHEET 1 of 1

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND IS MADE BY THE ENGINEER OR THE COMPANY FOR THE ACCURACY OF THE INFORMATION. THE COMPANY, NSTAR GAS COMPANY AND ITS PREVIOUS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT TO THE MAXIMUM EXTENT ALLOWED BY LAW. YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE, AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO WARRANTY IS MADE FOR THE ACCURACY OF THE INFORMATION, ENGINEERING OR SURVEYING INFORMATION. THE INFORMATION IS PROVIDED FOR YOUR INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

SCALE IN FEET
0 20 40



TOWN OF MILLIS

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

OFFICE OF THE SELECT BOARD & TOWN ADMINISTRATOR

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041
Townadministratorsoffice@millisma.gov

Michael Guzinski
Town Administrator
mguzinski@millisma.gov

Karen Bouret DeMarzo
Assistant Town Administrator
karen.bouret.demarzo@millisma.gov

December 12, 2022

RE: Main Street
Millis, MA
W.O. #8759643

Dear Resident,

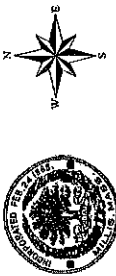
This letter serves as notification that The Millis Select Board will hold a public hearing on December 19th, 2022, at 7:05pm in Room 229 of the Veterans Memorial Building located at 900 Main Street, Millis, MA. Petition and plans are being presented by NSTAR ELECTRIC COMPANY D/B/A AS EVERSOURCE ENERGY for obtaining grant of Location to install approximately 58+ feet of conduit. This work is necessary to provide electric service to #240, #242, and #244 Main Street, Millis.

If you have any questions regarding this hearing notice please contact Karen Bouret DeMarzo at 508-376-7041 or karen.bouret.demarzo@millisma.gov.

Thank you,



Karen Bouret DeMarzo



Abutters List - Parcel 27-050

Millis, MA

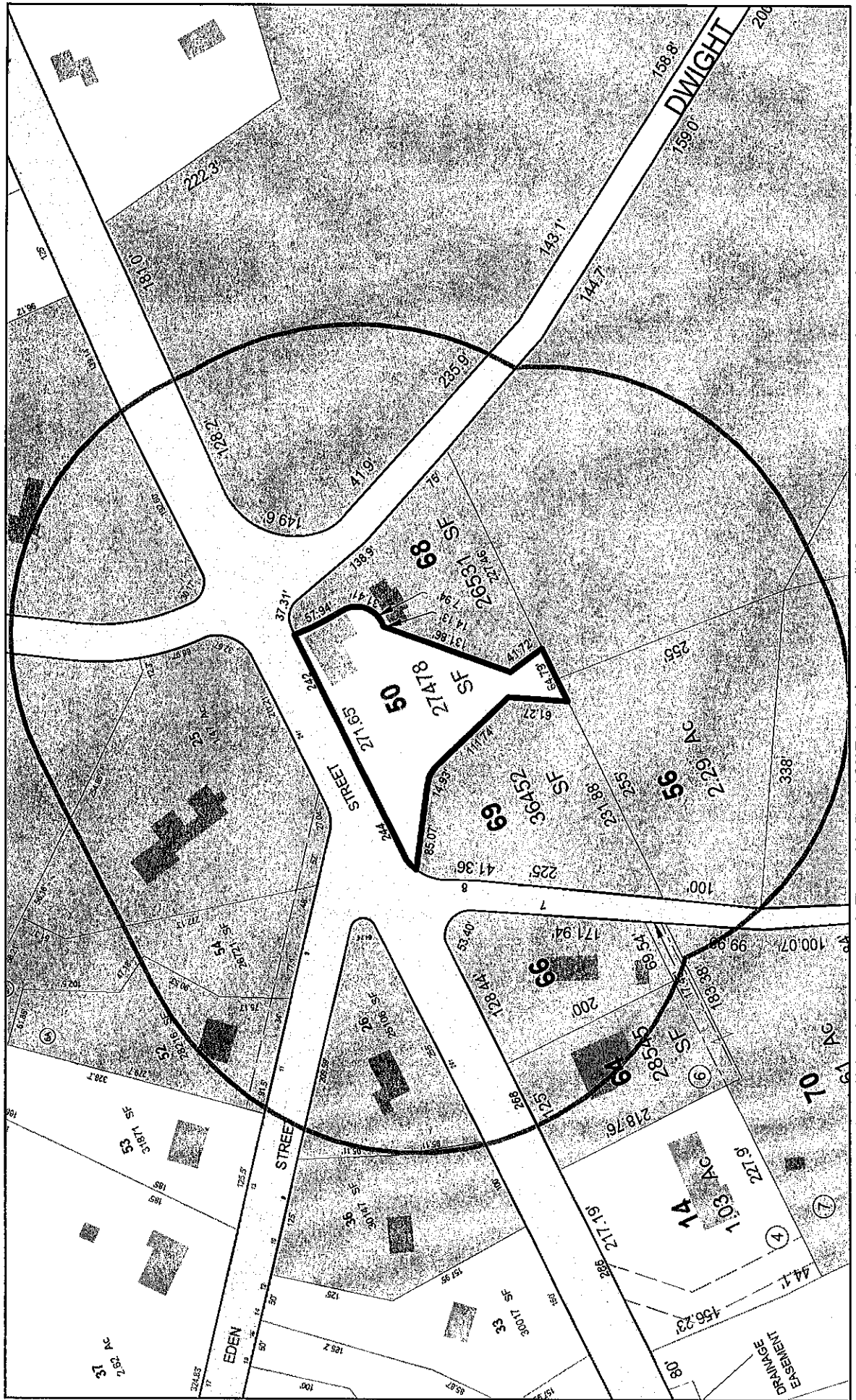
1 inch = 148 Feet



December 9, 2022



www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Ad Preview

Main Street

LEGAL NOTICE

The Millis Select Board will hold a public hearing on Monday, December 19 at 7:05 pm in Room 229 of the Veterans Memorial Building located at 900 Main Street, Millis, MA 02054

NSTAR ELECTRIC COMPANY dba EVER-SOURCE ENERGY a company incorporated for the transmission of electricity for lighting, heating or power, desires to construct a line for such transmission under the public way or ways hereinafter specified. The petitioner desires permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by T. Thibault, dated November 21, 2022, and filed herewith, under the following public way or ways of the Town of Millis:

Main Street – Southeasterly approximately 15± feet northeast of Eden Street

- Install approximately 58± of conduit at pole #9/32

A plan can be obtained by emailing townadministrator-soffice@millisma.gov

#8177266
DN 12/12/22

22-265

Sewer Policy Discussion

MILLIS SEWER CONNECTION/EXTENSION POLICY

A. PURPOSE

It is the purpose of this Policy to assist the Select Board, acting as Sewer Commissioners, in regulating the connections to and extensions of the Town's Sewer System, in order to preserve and manage limited treatment capacity pursuant to an inter-municipal agreement with the Charles River Pollution Control District ("CRPCD"). Providing solutions for wastewater problems (i.e., failed septic systems) will be given priority.

B. DEFINITIONS

Actual Connection – The instance when a physical connection has been made from the approved facility and the Sewer System in a manner deemed acceptable to the Department of Public Works. For developments with multiple buildings, Actual Connection means the time when each individual building in the development achieves an Actual Connection.

Available Capacity – Available capacity is flow that is available via agreements with the CRPCD, inter-municipal agreements or other sources that has not been previously allocated by the Town of Millis Select Board.

Change of Use or Expansion of Use in Existing Facilities – Any development, redevelopment or other undertaking on a property whether involving material changes to structure or not, which results in an increase of Design Flow Rate on the property from the existing conditions.

Flow Rate

Design Flow Rate – The design flow rate of sewage from a property, or a structure on a property to the Sewer System, as may be specified in 310 CMR 15.203, as amended.

Average Daily Flow Rate – The average daily flow rate of sewer from a property, or a structure on a property to the Sewer System. For residential uses, this policy assumes an amount that is 50% of the Design Flow Rates specified in 310 CMR 15.203, provided however that such rates are subject to differing calculations on a case-by-case basis as may be determined by the Select Board. For non-residential uses, the Sewer Commission may make a case-by-case determination of Anticipated Average Daily Flow Rate.

Permit – A sewer connection or sewer extension permit/approval granted by vote of the Sewer Commission/Select Board.

Reserve Capacity – The flow capacity reserved for use by property owners who have either previously paid a betterment along existing sewer ways or who have otherwise received a Permit or exercised an agreement with the Town to connect to or extend the sewer system for their benefit.

Betterment Reserve Capacity – The flow capacity reserved for use by property owners who have previously paid a betterment.

Permit Reserve Capacity – The flow capacity reserved for use by parties who have received a Permit or have executed an agreement to connect to or extend the sewer system but have yet to make such connection and discharge actual sewage flow to the Sewer System.

Sewer Commission – The duly elected Select Board is the Sewer Commission and is responsible for laying out, planning, constructing, maintaining and operating a system or systems of common sewers within the Town of Millis, and for allocating the capacity of such system based upon environmental, social, economic or other reason. The provision of service shall be under the jurisdiction and control of the Sewer Commission. No person shall extend or construct a sanitary sewer intended to be connected to any municipal common sewer to serve property, or any portion of property, without permission of the Sewer Commission.

Sewer Connection – A proposed connection of one or more buildings on private property, whether such connection consists of single or multiple pipe connections. The cost for materials and connections for sewer infrastructure that is outside of the public way associated with the Sewer Connection is the responsibility of the private property owner.

Sewer Extension – A proposed extension of the Sewer System in a public way or way approved under the subdivision control law. Sewer extensions shall be designed and approved in a manner that would allow them to be owned, controlled and operated by the Town of Millis.

Sewer System – Gravity sewer mains and low-pressure sewer mains operated and controlled by the Town of Millis within public ways.

Sewer System Deficiencies – Deficiencies in the existing Sewer System that either exist at the time of consideration of a Permit or may result from the granting of a Permit as determined by the Sewer Commission based on analysis by the Sewer Commission's engineering consultant.

Uncommitted Reserve Capacity – The Available Capacity in excess of that flow rate included in Reserve Capacity. The Sewer Commission shall determine the Uncommitted Reserve Capacity on an annual basis and may consider Anticipated Average Daily Flow Rates for the determination of such Uncommitted Reserve Capacity.

C. RESERVE CAPACITY

The Sewer Commission will hold in Reserve Capacity the following flow rates:

1. Betterment Reserve Capacity

At the time of finalization of the betterment for a municipal sewer project, the one hundred (100%) percent build out utilization capacity shall be established consistent with the number of assessments and capacity allotment. Seventy-five (75%) percent of this total capacity shall be held in reserve by the Sewer Commission for future use by the assessed properties all of which are legally and equitably entitled to such capacity.

2. Permit Reserve Capacity

- a. Flow Rates for sewer connections and extensions which have received a Permit from the Sewer Commission to connect to the Sewer System shall be held in reserve by the Sewer Commission for the amount of time stated in the Permit, or until the time of Actual Connection, whichever comes first. Extensions on deadlines for Actual Connections may be granted by the Sewer Commission for good cause shown.
- b. After such the lapse of any deadline for Actual Connection, the Permit for any property(ies)/buildings which have not achieved Actual Connection will automatically be rescinded and the associated Flow Rate will revert to Uncommitted Reserve Capacity. Upon such rescission, any holder of a permit or approval for such sewer connection or extension may re-apply for a new Permit subject to the provisions of this Policy at such time.

3. Emergency Reserve Capacity

- a. The Sewer Commission may maintain an unused Reserve Capacity of five (5%) percent of the Town's allocated flow rate at the CRPCD facility as a buffer for annual flow variations. Whenever such limit is reached, the Sewer Commission may impose a moratorium on sewer extensions and/or connections.

D. SEWER CONNECTIONS

1. Properties who have paid a sewer betterment are eligible to connect to the Sewer System with a Design Flow Rate commensurate with the betterment. Additional Flow Rate may be considered as a Sewer Connection or Sewer Extension.
2. Provided there is available Uncommitted Reserve Capacity, parcels of land that directly front on a way containing an existing Sewer System shall be eligible to connect with a Design Flow Rate as established under applicable regulations, provided that such

connection is established in accordance with design requirements of the DPW and Sewer Commissioners. For residential properties, the allowed capacity for a single connection shall not exceed the Design Flow Rate for a four-bedroom house, except for good cause shown

3. The Sewer Commission may allow for increased Flow Rate for a change of use, or expansion of use which results in an increased sewage design flow, in existing facilities, subject to available capacity.
4. Sewer connections shall be located entirely on the property they are to serve. The connection must enter the property directly from the public way in which the Sewer System is located. Unless otherwise approved by the Sewer Commission, no connections shall be allowed via an easement across other properties.
5. Any Permit issued may require the applicant to do the following to address Sewer System Deficiencies which are downstream of the property which is the subject of the Permit:
 - a. Pay an additional connection fee as a contribution towards either the Town or another party to remedy the Sewer System Deficiency.
 - b. Replace the Sewer System component that has been deemed a Sewer System Deficiency.

E. SEWER EXTENSIONS

1. Owners of parcels of land or portion of parcels of land not presently served by the Sewer System may extend the Sewer System within a public way or a way established under the subdivision control law to serve such parcels only at the discretion of the Sewer Commission, subject to available capacity and only if otherwise in compliance with law and with the conditions of all permits.
2. The Sewer Commission may prioritize potential Sewer Extensions based on the following criteria:
 - a. The extent to which the proposed development provides affordable housing.
 - b. The extent to which the proposed development improves the character of the neighborhood and community.
 - c. The extent to which the extension to the proposed development may serve environmental interests.
 - d. The extent to which an extension to a proposed development will hinder the Town's ability to establish sewer systems elsewhere that will enhance the Town's social, environmental, affordable housing or economic interests.

3. Prior to granting approval for any sewer extensions, the Sewer Commission shall require the applicant to supply, at his/her own cost and expense, maps, plans, reports, specifications and other data which property describes the proposed work. The Sewer Commission may engage peer review at the applicant's expense to review such materials.
4. Any Permit issued may require the applicant to do the following to address Sewer System Deficiencies which are downstream of the property which is the subject of the Permit:
 - a. Pay an additional connection fee as a contribution towards either the Town or another party to remedy the Sewer System Deficiency if it is determined that the extension may exacerbate such Deficiencies.
 - b. Replace a Sewer System component that has been deemed a Sewer System Deficiency if it is determined that the extension may exacerbate such Deficiency.
5. For work in a public way, prior to commencement of work, the applicant may be required to post bonds, covenants, guaranties, insurance policies and/or other agreements or securities in forms and amounts acceptable to the Sewer Commission to guarantee completion of the proposed work and restoration and to indemnify and indemnify and save harmless the Town of Millis and its officers, agents, servants and employees from damage or loss arising out of or in connection with the work. The applicant may also be required to pay for part or full-time observation of construction activities by the Sewer Commission's peer review consultant.
6. For sewer extensions in private subdivision ways, the applicant shall be required to provide similar financial security and shall provide the Town with easements to such system.

F. ABANDONMENT OF SEPTIC SYSTEMS AT PROPERTIES TO BE SERVED BY MUNICIPAL SEWER

1. Within thirty (30) days of connection to the sewer system, any on-site subsurface sewage disposal system shall be abandoned in accordance with the Millis Board of Health regulations and the State Sanitary Code, Title V.

G. APPLICATIONS FOR APPROVAL BY THE SEWER COMMISSION

1. Any request for approval for a Sewer Connection or Sewer Extension shall be on a form provided by the Sewer Commission. Submission requirements shall be as specified on said form.

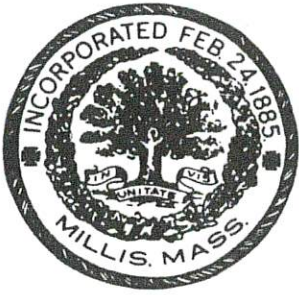
2. Requests for Sewer Connection or Sewer Extension may be reviewed by the Sewer Commission's peer review consultant at the applicant's expense. The applicant will be responsible for the cost of such peer review in accordance with the provisions of M.G.L. c.44, §53G.
3. The Sewer Commission shall establish a fee structure for connection and extension applications.

Date Approved by Select Board: _____

Effective Date: _____

22-266

Community Impact Contract Approval



TOWN OF MILLIS

TO: Select Board

CC: Karen Bouret DeMarzo, Assistant Town Administrator

FROM: Michael Guzinski, Town Administrator

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

DATE: December 15, 2022

RE: Community Impact Contract- January 1, 2023 – June 30, 2023

Enclosed in your packet is the contract with Community Impact (for the period of January 1, 2023-June 30, 2023) for your review and approval. The funding for this contract was approved at the recent Fall Town Meeting. These funds derive from the HCA impact funds. We currently have a contract with Community Impact which expires on December 31, 2022. As you know from feedback you've received from several of the Town's department heads, the work of this firm has been very successful in the community.

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

Thank you.

TOWN OF MILLIS

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: 12-19-22

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

(508) 422-0242 ext. 208

[Telephone Number]

508-422-0243

[FAX Number]

daniel.anderson@woolpert.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.

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 any one 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 "MILA" 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.

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:

The Contractor by:

Amy Renee, MS, MA, LMHC

Select Board

Date

Signature

Date

12/15/2022

Print Name

Print Name & Title

Certified as to

Select Board

Date

Appropriation/Availability of Funds:

Print Name

Finance Director

Date

Date

Print Name

Date

Print Name

- 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 "MIA" 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:

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
Print Name

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 12/15/22
Signature Date

Amy Leone

Name

26-333-7037
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.

22-267

2023 \$B License Approvals

NAME	DBA	LICENSE TYPE	LICENSE #
Jiu Xing, Inc.	Lilac House Restaurant	Alcohol on Premises - Wine & Malt	00016-RS-0716
Ryan Family Amusements, Inc.	Ryan Family Amusements	Alcohol on Premises - Wine & Malt	00020-GP-0716
132 Exchange Street, Inc.	Richdale Food Shop	Alcohol Pkg Store - Wine & Malt	89620-PK-0716
Main Street Mobil, Inc.	Main Street Mobil	Alcohol Pkg Store - Wine & Malt	00022-PK-0716
Namaste Convenience, Inc.	Namaste	Alcohol Pkg Store - Wine & Malt	89497-PK-0716
Kiara, LLC	One Stop Liquors	All Alcohol -Package Store	89295-PK-0716
Millis Pkg Store Corp	Harkeys	All Alcohol -Package Store	00010-PK-0716
Swami Ne Sang Corp.	Liquor World	All Alcohol -Package Store	89875-PK-0716
AM Vets Post 495 Millis, MA, Inc.	AM Vets	All Alcohol -Veterans Club	00007-VC-0716
AvaLena's	AvaLena's	All Alcohol-Restaurant	06327-RS-0716
Barrett & Johnson Enterprises, Inc.	Victory Lane Bar and Grill	All Alcohol-Restaurant	00001-RS-0716
Jalapa Mexican Grill, LLC	Jalapa Mexican Grill	All Alcohol-Restaurant	00023-RS-0716
Napper Tandys Millis, Inc	Napper Tandys	All Alcohol-Restaurant	00024-RS-0716
Primavera, Inc.	Primavera Ristorante	All Alcohol-Restaurant	00006-RS-0716
Stacked Enterprises, LLC	Stack'd Sandwich & Slice Co.	All Alcohol-Restaurant	05175-RS-0716
AM Vets Post 495 Millis, MA, Inc.	AM Vets	Automatic Amusement	390
Barrett & Johnson Enterprises, Inc.	Victory Lane Bar and Grill	Automatic Amusement	63
Ryan Family Amusements, Inc.	Ryan Family Amusements	Automatic Amusement	52
Ryan Family Amusements, Inc.	Ryan Family Amusements	Bowling Alley	53
Export Auto of Millis	Export Auto of Millis	Class II	23
Foreign Car Repair	Foreign Car Repair	Class II	26
NEAS, LLC	New England Auto Salvage	Class II	47
R & R Auto Repair, Inc.	R & R Auto Repair	Class II	546
Robert & Ellen Santos	Bob's Auto Body	Class II	14
Farm Street Auto Sales	Farm Street Auto Sales	Class III	68
Millis Used Auto Parts, Inc.	Millis Used Auto Parts, Inc	Class III	486
NEAS, LLC	New England Auto Salvage	Class III	71
W.T. Holmes Transportation Co., Inc.	W.T. Holmes Transportation Co., Inc.	Class III	67
AJRK	Millis House of Pizza	Common Victualler	231
AvaLena's	AvaLena's	Common Victualler	518
Barrett & Johnson Enterprises, Inc.	Victory Lane Bar and Grill	Common Victualler	64
Big Beef, Inc.	Big Beef	Common Victualler	406
Black Cow Ice Cream	Black Cow Ice Cream	Common Victualler	62
Country Kitchen Donuts & Muffins, Inc.	Country Kitchen Donuts & Muffins	Common Victualler	464
Elkarma, Inc.	Marinho's Pizza	Common Victualler	40
Jalapa Mexican Grill, LLC	Jalapa Mexican Grill	Common Victualler	293
Jiu Xing, Inc.	Lilac House Restaurant	Common Victualler	34
Millis Donuts, Inc.	Dunkin Donuts	Common Victualler	20
Millis Fitness, Inc.	Encompass Fitness	Common Victualler	27
Napper Tandys Millis, Inc	Napper Tandys	Common Victualler	359
Pathways Center, Inc.	Nirvana Tea House & Café	Common Victualler	491
Primavera, Inc.	Primavera Ristorante	Common Victualler	48
Roche Brothers Supermarket	Roche Brothers Supermarket	Common Victualler	51
Romaya, LLC	Luca's Italian Deli	Common Victualler	534
Saigon Restaurant	Saigon Restaurant	Common Victualler	56
Sellia Group, LLC	McDonald's	Common Victualler	349
St. George & St. Mary, Inc.	Louie's Pizzeria	Common Victualler	300
Stacked Enterprises, LLC	Stack'd Sandwich & Slice Co.	Common Victualler	478
Tangerini's Spring Street Farm, Inc.	Tangerini's Spring Street Farm	Common Victualler	466
Thes Pizza, Inc.	Kravings Pizza & Ice Cream	Common Victualler	467
Twist Bakery & Café, Inc.	Twist Bakery & Café	Common Victualler	243
AM Vets Post 495 Millis, MA, Inc.	AM Vets	Entertainment	10
AvaLena's	AvaLena's	Entertainment	519
Barrett & Johnson Enterprises, Inc.	Victory Lane Bar and Grill	Entertainment	65
Big Beef, Inc.	Big Beef	Entertainment	407
Country Kitchen Donuts & Muffins, Inc.	Country Kitchen Donuts & Muffins	Entertainment	465

Millis Donuts, Inc.	Dunkin Donuts	Entertainment	21
Millis Fitness, Inc.	Encompass Fitness	Entertainment	28
Napper Tandys Millis, Inc	Napper Tandys	Entertainment	360
Primavera, Inc.	Primavera Ristorante	Entertainment	49
Ryan Family Amusements, Inc.	Ryan Family Amusements	Entertainment	54
Stacked Enterprises, LLC	Stack'd Sandwich & Slice Co.	Entertainment	479
Tangerini's Spring Street Farm, Inc.	Tangerini's Spring Street Farm	Entertainment	473
Thes Pizza, Inc.	Kravings Pizza & Ice Cream	Entertainment	468
Bethany House Ministries, Inc.	Bethany House Hope Chest	Junk/Metals Dealer	13
Millis Used Auto Parts, Inc.	Millis Used Auto Parts, Inc	Junk/Metals Dealer	487
AM Vets Post 495 Millis, MA, Inc.	AM Vets	Pool Table	11
Commcan, Inc	CommCan	Retail Marijuana	477
Fin Fur & Feather Club	Fin Fur & Feather Club	Skeet & Trap Shooting	25
Tangerini's Spring Street Farm, Inc.	Tangerini's Spring Street Farm	All Alcohol-Restaurant *	05970-RS-0716

*Approval Subject to Conditional Requirements

22-268

Board/Committee Updates

22-269

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
320179000	F3587	71.38	47.25					118.63
300845100	F3589	28.59	47.25					75.84
100438300	F3590	55.82	47.25					103.07
301653500	F3591	128.11	47.25	266.34				441.70
101756600	F3592	28.59	47.25	61.84				137.68
200373520	F3593	28.59	47.25					75.84
35100212	F3594	24.70	47.25	53.80				125.75
35100010	F3595	24.70	47.25	53.80				125.75
35100208	F3596	32.48	47.25	69.88				149.61
401293900	F3597	59.71	47.25					106.96
301873200	F3598	28.59	47.25	61.84				137.68
201183500	F3599	24.70	47.25					71.95
121533300	F3600	64.01	47.25	77.92				189.18
TEMPMTR1	F3601	230.78					72.89	303.67
22224804	F3602	36.37	47.25				72.89	156.51
Total Commitment for November 2022								2319.82

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 19 day of December, 2022

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	GROSS FEES	ON/OFF	TOTAL
QB0223	300432.17	211599.67	325128.14	5832.75	1051.18	
GRAND TOTAL						844043.91

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 19 day of December, 2022

Town of Millis Water Commissioners: _____

22-270

Approval of DRAFT Minutes

12/6/22

Select Board Meeting Minutes 12/06/22

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

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

Announcements

The Board thanked Zach Golden for all his hard work working with Millis Community Media and wished him success in his future endeavors.

The Board recognizes Wayne Klocko for the 25 years he has spent Permanent Building Committee and thanks him for all his hard work and service.

22-256 Appointments

Sel. Schultze made a motion to ratify the Town Administrators appointment of Timothy Smith, Bret Matthews, and Ryan Deasy as recruit on call firefighters/EMTs pending a physical exam, CORI, and Drug screen. Sel. Rosenfeld seconded this motion. The motion passed unanimously.

Sel. Schultze made a motion to appoint Jeremy Stull to the Permanent Building Committee and the School Building Committee. Sel. Rosenfeld seconded this motion. The motion passed unanimously.

Sel. Schultze made a motion to ratify the Town Administrators appointment of Mark Robbins and Michael Cafro as seasonal snow removal contractors pending a physical exam and CORI. Sel. Rosenfeld seconded this motion. The motion passed unanimously.

22-257 Discuss Sustainable Materials Recovery Program Grant Award and Transfer Station

Director of the DPW, Jim McKay states the Sustainable Recovery Program Grant that was awarded totals \$7,200. He then discusses the Transfer station and the concerns of it not being handicap accessible.

Sel. Underhill states a concerned citizen came to her during office hours and mentioned they had recently fallen and since the DPW director has made some changes to help with accessibility. Sel. Underhill states she would like to further discuss the possibility of making the Transfer station handicap accessible.

22-258 Discuss Paving Plan for Winter

The DPW Director, Jim McKay discusses the paving plan for this winter. He states that there is roughly \$608,000 available for paving. He plans to start on Pleasant Street and extend the sidewalk and connect Village Street to Main Street. The next phase would be the road and sidewalks on Plain Street, finally add a sidewalk to Spring Street. Mr. McKay noted that there will be a "Complete Streets" presentation in January which could provide additional funding.

22-259 Police K-9 Unit Program Update

Police Chief, Chris Soffayer gives an update on various grants the Police Department is working on.

Office Sullivan gives an update on the K-9-unit program. He states K9 Nytro joined the Millis Police Department in March of 2022. Nytro graduated Boston Police K9 Academy July 2022 and has been deployed in the last 5 Months. In January 2023 Nytro stats a 6-week narcotic school.

Officer Forsythe the funding potential for a community resource dog. The MD was recently awarded \$15,000 from the Norfolk County District Attorneys office. The funding will pay for the dog and training, The established Millis Police Working Dog Fund will help maintain the program, funding food, treat, collars, crates, leashes, and any other unexpected expenses for the CD K9 or Patrol K9.

Chief Soffayer asks for the Boards support moving forward with the Community resource dog.

Sel. Schultze made a motion to support the Millis Police Department in acquiring a Community Resource Dog. Sel. Rosenfeld seconded this motion. The motion passed unanimously.

22-260 Approval of DPW Contracts

Sel. Schultze made a motion to approve the contracts and authorize the Town Administrator to sign on the Towns behalf for \$165,000 with Kleinfelder for the PFAS treatment plant design, sign for \$56,864 water permit, sign for \$65,293.50 with Stumpy's Tree Servive, sign for \$65,940.00 to Liberty Chevrolet, and sign for \$26,966.98 to ATS Equipment for an Air Compressor. Sel. Rosenfeld seconded this motion. The motion passed unanimously.

Sel. Schultze made a motion to use the PFAS water treatment contingency fund to pay \$9,500 for Tree Removal - vendor to be determined, integrate systems for camera placement for \$25,000. Sel. Rosenfeld seconded this motion. The motion passed unanimously.

22-261 Board/Committee Liaison Updates

Sel. Rosenfeld attended the School Committee Meeting where they discussed the Extended Day program. The program is now down to 110 students, and they raised the rate 15% and are now looking where to find the other 15% needed to cover the costs.

Sel. Underhill attended the Permanent Building Committee Meeting where they discussed and interviewed a new candidate, John Proctor and Jim Duffy were also interested in are joining and are going to be Associate members of the committee.

22-262 Approval of DRAFT Minutes

Sel. Schultze made a motion to approve the DRAFT minutes for 11/7/22 and 11/14/22 pending minor edits. Sel. Rosenfeld seconded this motion. The motion passed unanimously.

Sel. Underhill made a motion to enter Executive session at 8:00pm To conduct strategy sessions in preparation for negotiations with union and non-union personnel (SEIU/AFSCME/Professional Firefighters of Millis Local #4704). Sel. Schultze seconded this motion. Sel. Underhill polled the Board and the motion passed unanimously.

Respectfully Submitted by Victoria Schindler

22-271

Vote on Offices Closing on 12/23



TOWN OF MILLIS

TO: Select Board

CC: Karen Bouret DeMarzo, Assistant Town Administrator

FROM: Michael Guzinski, Town Administrator

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

DATE: December 15, 2022

RE: Discuss Closure of Non-Emergency Municipal Operations on December 23rd

Historically the Select Board has often voted to close all non-emergency municipal operations for a portion, or all, of the last day of regular business prior to the Christmas Holiday. This year that day falls on Friday, December 23, 2022. I'm recommending that the Board vote to close all non-municipal operations/offices on December 23, 2022.

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

Thank you.

Mike