



# TOWN OF MILLIS

James J. McCaffrey, *Chair*  
Peter C. Jurmain, *Vice Chair*  
Erin T. Underhill, *Clerk*

## OFFICE OF THE SELECT BOARD

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

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

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

### SELECT BOARD MEETING AGENDA MONDAY, FEBRUARY 22, 2021; 6:30 PM

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

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

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

|        | Topic   | Time           | Speaker   |
|--------|---|----------------|---|
| I.     | <b>Call to Order</b>                                      | <b>6:30 PM</b> | <b>Chair McCaffrey</b>                            |
| II.    | <b>Announcements</b><br>COVID Vaccination Update          |                |   |
| III.   | <b>Open Session Scheduled Appointments &amp; Hearings</b> |                |   |
| 21-046 | Close 5/3/10 Annual Town Meeting Warrant                  | 6:30 PM        | J. McCaffrey                                      |
| 21-047 | Appointment of Part-Time Public Safety Dispatcher         | 6:45 PM        | Chief Soffayer<br>M. Guzinski                     |
| 21-048 | Review/Approval of K-9 Program for Police                 | 6:50 PM        | Chief Soffayer                                    |
| 21-049 | Lansing Millis Building Update – 64 Exchange Street       | 7:00 PM        | W. Klocko   |
| 21-050 | Approve FY21 MS4 Stormwater Services Revision             | 7:15 PM        | B. Frederick<br>J. McKay                          |
| 21-051 | MVP Grant - Flooding / Climate Vulnerabilities            | 7:30 PM        | R. Weiss<br>J. McKay                              |
| 21-052 | Review and Approve Advesa Host Community Agreement        | 7:50 PM        | K. Feodoroff                                      |
| IV.    | <b>Open Session Agenda Items</b>                          |                |   |
| 21-053 | DRAFT Annual Town Meeting Warrant List                    |                | M. Guzinski                                       |
| 21-054 | Review Proposed Zoning Bylaw Amendment Article – Parking  |                | <del>R. Nichols (PB)</del><br><b>NICOLE RILEY</b> |
| 21-055 | Review GTE Adult Use Marijuana Application                |                | M. Guzinski                                       |
| 21-056 | Town Administrator Review Update                          |                | J. McCaffrey                                      |

|               |   |              |
|---------------|---|--------------|
| <b>21-057</b> | Tri-Board Meeting Follow-up & Board Liaison Updates   | J. McCaffrey |
| <b>21-058</b> | Discuss Capital Needs Prioritization Process  | J. McCaffrey |
| <b>21-059</b> | Discuss 61 A Property – Village Street  | J. McCaffrey |
| <b>21-060</b> | Review/Approve Water/Sewer Commitment   | M. Guzinski  |
| <b>21-061</b> | Review/Approve Select Board Minutes   | J. McCaffrey |
| <b>V.</b>     | <b>Executive Session</b>  |              |
|               | To consider the purchase, exchange, lease or value of real estate.<br>(61A Parcel Village Street )  |              |
|               | To conduct strategy sessions in preparation for negotiations with union and non-union personnel.<br>(SEIU Contract & Finance Director's Contract) |              |
| <b>VI.</b>    | <b>Adjournment</b>  |              |

### Upcoming Meeting Schedule

| Date                                 | Time           | Location                     |
|--------------------------------------|----------------|------------------------------|
| Thursday, February 25, 2021          | <b>4:00 PM</b> | Via Zoom – Executive Session |
| Monday, March 1, 2021<br>61A Hearing | <b>7:00 PM</b> | Via Zoom                     |
| Monday, March 8, 2021                | <b>6:30 PM</b> | Via Zoom                     |
| Monday, March 22, 2021               | <b>6:30 PM</b> | Via Zoom                     |
| Monday, March 29, 2021               | <b>6:30 PM</b> | Via Zoom                     |
| Monday, April 12, 2021               | <b>6:30 PM</b> | TBD                          |
| Monday, April 26, 2021               | <b>6:30 PM</b> | TBD                          |
| Monday, May 3, 2021                  | <b>6:30 PM</b> | TBD                          |
| Monday, May 17, 2021                 | <b>6:30 PM</b> | TBD                          |
| Monday, June 7, 2021                 | <b>6:30 PM</b> | TBD                          |
| Monday, June 21, 2021                | <b>6:30 PM</b> | TBD                          |

## Announcements

# **Available Positions for May 10, 2021 Town Election**

Moderator (1) One Year Commitment

Select Board (1) Three Year Commitment

School Committee (2) Three Year Commitment

Board of Health (1) Three Year Commitment

Library Trustee (1) Three Year Commitment

Planning Board (1) Five Year Commitment



21-046

Close Annual TM Warrant

21-047

Appt of PT Dispatcher



*Christopher J. Soffayer  
Chief of Police*

## **Millis Police Department**

*Town of Millis  
Commonwealth of Massachusetts*



*1003 Main Street  
Millis, Massachusetts 02054  
Phone: 508-376-5112  
Fax: 508-376-6220*

February 19, 2021

Mr. Guzinski,

In an effort to keep our pool of part-time dispatchers, I am asking you to consider the appointment of Mr. Brendan Hoffery. Mr. Hoffery is a graduate of Franklin High School and has a degree from Merrimack College in Criminal Justice. Mr. Hoffery was an intern at police headquarters in Washington D.C, where he was assigned to various administrative tasks. I ask that you consider appointing Mr. Hoffery as a part-time dispatcher. Mr. Hoffery's will have to complete a medical exam and drug screen.

Respectfully,

Christopher Soffayer  
Chief of Police



# TOWN OF MILLIS

## OFFICE OF THE BOARD OF SELECTMEN

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

## APPLICATION FOR EMPLOYMENT

|  |                             |                              |  |   |  |
|--|-----------------------------|------------------------------|--|---|--|
| Position(s) Applied For <i>Dispatcher</i>      |                             |                              |  | Date of Application<br><i>11/6/2021</i> |  |
| Last Name<br><i>Hofferty</i>                   |                             | First Name<br><i>Brendan</i> |  | Middle Name<br><i>Daniel</i>            |  |
| Address: Number<br><i>10</i>                   | Street<br><i>N. Main St</i> | City<br><i>Franklin</i>      | State<br><i>Ma</i>                               | Zip<br><i>02038</i>                     |  |
| Telephone Numbers: Home<br><i>508-541-4680</i> |                             | Cell<br><i>774-571-0429</i>  | Email Address<br><i>hoffertyd@mellismail.edu</i> |   |  |

Are you under age 18?  Yes  No

Have you ever been employed by the Town of Millis before?  Yes  No

Are you legally authorized to work in the United States?  Yes  No

Are you available to work:  Full-Time  Part-Time  Permanent  Temporary

On what date would you be available for work? *1-17-2021*

Have you been convicted of a felony?  Yes  No

Have you been convicted of a misdemeanor within the past five years (other than a first conviction for any of the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace)?  Yes  No

## EDUCATION

|                       | Name and Address                         | Course of Study         | # Years  | Degree           |
|-----------------------|--|-------------------------|----------|------------------|
| High School           | <i>Franklin High School 218 Oak St</i>   |                         | <i>4</i> |                  |
| Undergraduate College | <i>Merrimack College 315 Turnpike St</i> | <i>Criminal Justice</i> | <i>4</i> | <i>Bachelors</i> |
| Graduate School       |  |                         |          |                  |
| Other (Specify)       |  |                         |          |                  |

## EMPLOYMENT EXPERIENCE

Please start with your present or last job.

|  |                                       |                              |                             |
|--|---------------------------------------|------------------------------|-----------------------------|
| <b>1. Employer</b> Jill Benn               | <b>Work Performed</b> Camp Counselor  |                              |                             |
| <b>Address</b> 800 Chestnut St             |                                       |                              |                             |
| <b>Phone Number</b> 508-541-1400           |                                       |                              |                             |
| <b>Job Title</b> Camp Counselor            | <b>Dates Employed</b>                 | <i>From</i> June 16, 2019    | <i>To</i> August 20, 2020   |
| <b>Reason for Leaving</b> Want New Job     | <b>Hourly Rate/Salary</b>             | <i>Start</i> \$16            | <i>Finish</i> \$16          |
| <b>2. Employer</b> Salah Czapary           | <b>Work Performed</b> Intern          |                              |                             |
| <b>Address</b> 1200 Pennsylvania Av        |                                       |                              |                             |
| <b>Phone Number</b> 202-564-8040           |                                       |                              |                             |
| <b>Job Title</b> Intern                    | <b>Dates Employed</b>                 | <i>From</i> August 23, 2019  | <i>To</i> December 8, 2020  |
| <b>Reason for Leaving</b> Internship ended | <b>Hourly Rate/Salary</b>             | <i>Start</i> Not Paid        | <i>Finish</i>               |
| <b>3. Employer</b> Jill                    | <b>Work Performed</b> Sales Associate |                              |                             |
| <b>Address</b> 303 E Central St            |                                       |                              |                             |
| <b>Phone Number</b> 508-541-8991           |                                       |                              |                             |
| <b>Job Title</b> Sales Associate           | <b>Dates Employed</b>                 | <i>From</i> October 20, 2016 | <i>To</i> December 18, 2018 |
| <b>Reason for Leaving</b> Store closed     | <b>Hourly Rate/Salary</b>             | <i>Start</i> \$15            | <i>Finish</i> \$16.50       |
| <b>4. Employer</b>                         | <b>Work Performed</b>                 |                              |                             |
| <b>Address</b>                             |                                       |                              |                             |
| <b>Phone Number</b>                        |                                       |                              |                             |
| <b>Job Title</b>                           | <b>Dates Employed</b>                 | <i>From</i>                  | <i>To</i>                   |
| <b>Reason for Leaving</b>                  | <b>Hourly Rate/Salary</b>             | <i>Start</i>                 | <i>Finish</i>               |



### SPECIALIZED SKILLS

- Microsoft Word     Microsoft Outlook     Microsoft Excel     Microsoft PowerPoint  
 MUNIS     Adobe Acrobat     Internet Explorer     Other \_\_\_\_\_

Please summarize special job-related skills and qualifications acquired from employment or other experience or special licenses or certifications held.

I am very good at Customer Service, organization, dealing with stressful situations under pressure, doing what is asked of me in a timely matter, and Communication Skill. I have CPR Certification and my License to Carry. Please share any additional information you feel may be helpful to us in considering your application.

When working my internship at the Police headquarters in Washington D.C I was able to work with Police, and Lawyer to complete my tasks assigned.

### APPLICANT STATEMENT

I certify that answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision. I hereby understand and acknowledge that, unless otherwise defined by applicable law, any employment relationship with this organization is of an "at will" nature which means that the employee may resign at any time and the employer may discharge the employee at any time with or without cause. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of this organization. In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. I understand, also, that I am required to abide by all rules and regulations of the employer.



Signature of Applicant

11/16/2021

Date

21-048  
K-9 Program



*Christopher J. Soffayer  
Chief of Police*

## **Millis Police Department**

*Town of Millis  
Commonwealth of Massachusetts*



*1003 Main Street  
Millis, Massachusetts 02054  
Phone: 508-376-5112  
Fax: 508-376-6220*

February 15, 2021

Mr. Guzinski,

I am excited to inform you the Millis Police Department is actively working to implement a K-9 program for our community. I have personally worked for our department for 25 years, and I can tell you that my experience, census data, and calls for service support the need for such program. Currently, we have the Massachusetts State Police available to assist our department; however, as you know, most calls require expediency in response time to have a positive outcome. The addition of a K-9 within our department would fill our needs to assist with search and rescue, patrol, and narcotics.

The Stanton Foundation's K9 Unit Establishment Grant provides \$27,000, which is expected to cover the cost of purchasing the dog, training the dog and a police officer, retrofitting a cruiser for the K9 unit, setting up a kennel at the officer's home, and food and veterinary care for the dog for the first three years. The foundation supplies a model budget to help departments stay within the funding provided by the grant. Our department will also be reimbursed for time the police officer handler spends in training when the handler is unavailable for his or her regular duties. Departments must commit to retaining a K9 unit for five years to be eligible.

This request is not for an additional officer, if permission is granted to move forward with this initiative, the K-9 would be assigned to one of our current officers. I appreciate your consideration in this matter, it is an outstanding opportunity for our department. The addition of a K-9 unit would help the officers on the street and serve as a great addition to our community outreach work. Thank you for your time and consideration.

Respectfully,

Chief Christopher J. Soffayer

21-049

PBC Update – 64 Exchange Street

21-050

FY21 MS4 Stormwater Services Revision





February 18, 2021

Mr. James F. McKay, Director  
Town of Millis Department of Public Works  
900 Main Street  
Millis, MA 02054

RE: Proposal for FY21 MS4 Services - Revised

Dear Jim:

As requested, please find herein a proposed Scope of Services to perform the balance of tasks originally detailed in our proposal dated August 27, 2020 and for which we have previously received approved Task Orders to advance certain of these tasks under the contract executed with the Town at that time. We will not request further Task Orders under that contract, but rather all remaining work will be executed in conformance with this proposal under a new contract.

## **BACKGROUND AND PURPOSE**

The Town of Millis, MA is subject to the requirements of the EPA's National Pollutant Discharge Elimination System (NPDES) Phase II Small Municipal Separate Storm Sewer System (MS4) General Permit (hereafter referred to as the "MS4 Permit"). The current permit term went into effect on July 1, 2018. Kleinfelder is currently supporting the Town in developing regulatory compliance documents under a FY20 Consulting Services Contract and is proposing to support the Town with outfall screening and sampling through the FY21 Asset Management Grant project. Kleinfelder proposes to provide the Town with Permit Compliance support in FY21 as described in detail below.

## **SCOPE OF SERVICES**

### **Task 1 – MS4 Permit Year 3 Support**

#### ***Task 1A – Stormwater Management Plan (SWMP) Update for Year 3***

A written SWMP was completed in FY19 and updated in FY20. This document is required to be maintained and updated on an annual basis. Kleinfelder will update the Town's existing SWMP to incorporate new information and changes to the Town's stormwater management program based on the Town's accomplishments and compliance status in Year 3.

#### **Deliverables:**

- Draft and Final updated SWMP

#### ***Task 1B – IDDE Program Implementation Support and Training on Catchment Investigations and additional IDDE procedures***

By the end of Year 3 (July 1, 2021), the MS4 Permit requires that all IDDE dry weather outfall screening and sampling be completed to reduce pollutant loading from non-stormwater discharges. In March and

April 2019, Kleinfelder provided field training on the Town's outfall screening and sampling methodology. During this training, Kleinfelder and Millis staff conducted dry weather screening on 18 of the Town's 162 MS4 outfalls. Partnering with Kleinfelder on a separate agreement, the Town will continue outfall sampling in summer/fall 2020.

Through this task, Kleinfelder will reinforce prior training materials from spring 2019, which focused on dry weather sampling techniques, and will also extend it to provide training on catchment investigation procedures and steps to remove an illicit connection, if identified through the outfall screening process. Kleinfelder assumes one six-hour training which will include a presentation and hands-on demonstrations in the field. We suggest this takes place in fall 2020 or spring 2021.

**Deliverables:**

- IDDE Training and training materials

***Task 1C – Illicit Discharge Detection & Elimination (IDDE) Plan Update (Data Tracking, Prioritization, GIS Updates)***

A written IDDE Plan was completed in FY19, prior to the regulatory deadline of July 1, 2019. The IDDE Plan is required to be maintained and updated on an annual basis. This data tracking effort will include updating the outfall prioritization and ranking with the results of the screening and sampling data.

Through this task, the following aspects of the Plan will be updated to reflect new information gathered through the continued implementation of this program including:

- sanitary sewer overflow (SSO) inventory (annual requirement),
- outfall and interconnections inventory (annual requirement),
- outfall catchment priority ranking list (annual requirement).

**Deliverables:**

- Updated IDDE Plan

***Task 1D – Public Education & Outreach for TMDL / Impaired Waterways Requirements***

The Town is currently distributing education and outreach materials to comply with the MS4 Permit requirements and the enhanced requirements for water quality impairments. Kleinfelder will review the Town's public education and messaging plan described in the Notice of Intent and provide recommended educational materials for the Town to distribute to meet the Permit requirements. These materials may be developed custom for the Town or be sourced from publicly available resources, such as EPA, DEP, or local watershed associations.

**Deliverables:**

- Public education and outreach messaging

***Task 1E – Phosphorus Control Plan Development (Funding Source Assessment)***

The Town is therefore required to develop a Phosphorus Control Plan (PCP) subject to the requirements in the MS4 Permit Appendix F to address the Charles River's impairment for phosphorus. According to the Permit, the Town is required to reduce phosphorus loading in the

Charles River watershed from its stormwater discharges by 32%, relative to EPA's baseline loading assumptions. This reduction needs to be achieved 20 years after the permit effective date (by July 1, 2038). The PCP will be developed and implemented in a three-phase approach. Each phase is segmented into a "planning" and "implementation" component. EPA provides a schedule for achieving this requirement and documenting progress within a written Phosphorus Control Plan (PCP).

Phase 1 of the PCP covers the first ten (10) years of the Permit, and it focuses on identifying the legal, financial, structural, and nonstructural controls, and operational needs for the Town to achieve its phosphorus reduction targets. The Town is required to achieve 25% of its 32% overall phosphorus reduction requirement by the end of Phase 1 (July 1, 2038). Phase 1 is split into two components:

- (1) Create the Phase 1 Plan, 2018-2023
- (2) Implement the Phase 1 Plan, 2024-2028

The planning period of Phase 1 consists of the following elements:

- Legal Analysis – due June 2020
- Funding Source Assessment – due June 2021
- PCP Scope and Baseline Load Assessment – due June 2022
- Identification of planned nonstructural and structural controls to achieve Phase 1 percent reduction milestones – due June 2023
- Operation and Maintenance Program for structural controls in Phase 1– due June 2023
- Phase 1 implementation schedule – due June 2023
- Phase 1 cost – due June 2023
- Complete written Phase 1 PCP – due June 2023

Millis proactively developed a PCP template in 2017 and drafted a legal analysis in 2020. The Town will continue completing sections of this Plan through this task. As outlined above, the funding source assessment must be complete by the end of Permit Year 3. While the more comprehensive planning efforts of the Phase 1 PCP are not due until 2022 and 2023, Kleinfelder proposes to continue to take a proactive approach and begin assessing the costs of implementing the structural and non-structural controls that will be required and opportunities to realize cost savings through the Town's near-term capital projects (such as flood mitigation improvements) and other on-going regional efforts. Undertaking these scope items in FY21 will provide information that will be necessary for Town's rate setting efforts for the Stormwater Utility, which are also scheduled to begin in FY21 under the Asset Management Grant, allowing for a more comprehensive understanding long-term costs and rates that can provide the Town with financial sustainability to fund these stormwater management requirements.

As such, Kleinfelder proposes to evaluate and document progress on the following additional Phase 1 items:

- PCP Scope and Baseline Assessment
- Identification of planned nonstructural and structural controls

This will provide a clearer understanding of the types of technologies to consider for phosphorus reduction, the magnitude of effort to install and maintain them, the financial needs and limitations of implementing the Phase 1 PCP, and the best implementation sequences that maximize impact and

most efficiently maintain the stormwater infrastructure. The findings associated with these additional items will be summarized in a draft memorandum and updated into the 2017 PCP as applicable.

**Deliverables:**

- Draft and Final Funding Source Assessment
- Draft PCP Scope and Baseline Assessment (to be finalized by 2022)
- Draft identification of planned nonstructural and structural controls (to be finalized by 2022)

**Task 2 – On-Call Support**

This budget is intended to provide on-call support to the Town for additional support on the tasks described above or on unanticipated stormwater-related activities, such as revisions to the Town's stormwater utility policies or attendance at stormwater utility hearings. This budget assumes approximately 38 hours of labor to be billed on a time and materials basis.

**EXCLUSIONS AND ASSUMPTIONS**

- Kleinfelder assumes that the Town will provide relevant information and data not otherwise generated by Kleinfelder to complete the SWMP Update.
- Kleinfelder assumes that the Town will use Cityworks forms for work management activities and data tracking for outfall screening and sampling. We assume that Kleinfelder will have continued access to this software through a third-party agreement that is already in place.
- Kleinfelder assumes that The Town will complete dry weather screening and sampling of all MS4 outfalls for the IDDE Plan by July 1, 2021 and provide the associated field sampling and analytical laboratory sample results. It is assumed that only a subset of the outfalls will be completed through Kleinfelder's assistance through the Asset Management project in summer 2020.
- Kleinfelder assumes that analytical laboratory sampling costs, field test kits, and other IDDE equipment will be paid for directly by the Town.



**FEE ESTIMATE**

| <b>Task</b>   | <b>Estimated Hours</b> | <b>Total Fee</b>   |
|---|------------------------|--------------------|
| Stormwater Management Plan (SWMP) Update for Year 3   | 30                     | \$4,227.50         |
| IDDE Program Implementation Support and Training on Outfall Sampling/ Catchment Investigations            | 25                     | \$3,500            |
| Illicit Discharge Detection & Elimination (IDDE) Plan Update (Data Tracking, Prioritization, GIS Updates) | 35                     | \$5,000            |
| Public Education & Outreach for TMDL / Impaired Waterways Requirements                                    | 20                     | \$2,500            |
| Phosphorus Control Plan Development (Funding Source Assessment)   | 100                    | \$15,000           |
| On-Call Support (time and materials)  | 38                     | \$5,601.50         |
| <b>Total</b>  | <b>248</b>             | <b>\$35,829.00</b> |

The proposed scope of services will be completed for the lump sum price (excepting Task 2 on-call services) not to exceed \$35,829.00 which represents approximately 248 hours of labor.

**SCHEDULE**

Kleinfelder will commence work under this Agreement immediately upon receipt of an executed copy of the Agreement and shall use its best efforts to perform all services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We understand that several activities may be timed to coincide with the Town's availability and tasks that are to be completed under separate agreement.

Thank you for the opportunity to be of service to Millis. If you have any questions, please feel free to contact me at [bfrederick@kleinfelder.com](mailto:bfrederick@kleinfelder.com).

Respectfully Yours,

**KLEINFELDER**



Betsy Frederick, Project Manager

cc: Adria Fichter, Assistant Project Manager (Kleinfelder)  
File



## OWNER-ENGINEER AGREEMENT

THIS AGREEMENT made this 22nd day of February in the year Two Thousand and Twenty-One, between Kleinfelder Northeast, Inc. with a usual place of business at One Beacon Street, Suite 8100, Boston, Massachusetts 02108, hereinafter called the ENGINEER, and the Town of Millis, acting by its Town Administrator, with a usual place of business at Memorial Building, 900 Main Street, Millis, MA 02054, hereinafter called the OWNER.

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

1. Services  
The Engineer shall furnish all labor, materials, equipment and insurance to perform all services for the project known as "FY21 Stormwater Management Services - Revised." Such services will be provided in accordance with the specific Scope of Services provided in Attachment A.
2. Contract Price  
The Owner shall pay the Engineer for the performance of this Agreement, subject to any additions and deductions provided for herein, on a lump sum basis, excepting services provided under Task 2 of the attached proposal, which are "on-call" and provided on a time and materials basis. The labor rates associated with this Task are included in Attachment B.
3. Commencement and Completion of Work
  - A. The Engineer shall commence and prosecute the work under this Agreement upon execution hereof and shall perform the work as expeditiously as possible through completion.
  - B. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
  - C. It is understood that the work is to be completed prior to July 1, 2021.
  - D. Progress and Completion: The Engineer shall commence work promptly upon execution of this Agreement and that between the Town and Commonwealth of Massachusetts with respect to the grant funding provided to partially fund the effort. We shall prosecute and complete the work regularly, diligently and uninterruptedly at such rate of progress as will insure completion within the proposed schedule. The Town of Millis recognizes that participation from multiple Town staff will be required to achieve timely completion of the work and will make such staff available and accessible as necessary to perform the work.
4. Performance of the Work
  - A. Direction of the Work: The Engineer shall supervise and direct the services, using the Standard of Care defined herein as the skill and care currently rendered by other members of the engineering/design profession for projects similar to the Project in scope, difficulty and location ("Standard of Care"). No other representation, guarantee, or warranty, express or implied, is included or intended in the Agreement, or in any communication (oral or written), report, opinion, document, or instrument of service. The Engineer shall be solely responsible for coordinating all portions of the work under the Agreement.

- B. Responsibility for the Services:
- (1) The Engineer shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees and other persons performing any of the Work under a contract with the Engineer. Consistent with the Standard of Care referenced in Paragraph A. above and the scope of services set forth in Attachment A, the Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specification, estimates and other work or services furnished by him or his consultants and subcontractors and the review of shop drawings, response to contractor questions and observation and examination of contractors' work through site visits. The Engineer shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the Owner shall not be necessary. The Owner acknowledges that the Engineer does not have control over construction costs or contractors' prices, that Engineer's construction cost estimates are based on its experience and judgement as a design professional and that contractors' bid prices may vary from such estimates.
  - (2) The Engineer shall not employ additional consultants not named in his proposal to the Owner, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Owner. Such written consent shall not in any way relieve the Engineer from his responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.
  - (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
  - (4) The Engineer and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
  - (5) The Engineer shall not be relieved from his obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Engineer.
  - (6) Neither the Owner's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.
- C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the Engineer shall become the property of the Owner upon payment in full therefor to the Engineer. Ownership of stamped drawings and specifications shall not include the Engineer's certification or stamp. Any reuse of such documents without the Engineer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Engineer or to the Engineer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the Engineer's rights under this Agreement.

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

5. Site Information Not Guaranteed: Engineer's Investigation

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

6. Payments to the Engineer

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

7. Reimbursement

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

8. Final Payment, Effect  
The acceptance of final payment by the Engineer shall constitute a waiver of all payment claims by the Engineer arising under the Agreement.
9. Terms Required by Law  
This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.
10. Indemnification
  - A. General Liability: The Engineer shall indemnify and hold harmless the Owner from and against any claims, damages, losses and expenses, including reasonable attorney's fees, to the proportionate extent arising out of the performance of the Agreement and to the proportionate extent the same relate to matters of general commercial liability, when such claims, damages, losses and expenses are caused by the negligent or wrongful acts or omissions of the Engineer or his employees, agents, subcontractors or representatives.
  - B. Professional Liability: The Engineer shall indemnify and hold harmless the Owner from and against any claims, damages, losses and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement and to the proportionate extent the same relate to the professional competence of the Engineer's services, when such claims, damages, losses and expenses are caused by the negligent acts, negligent errors or omissions of the Engineer or his employees, agents, subcontractors or representatives. Engineer's obligation to indemnify and defend Owner shall be contingent upon a judicial finding of professional negligence on the part of Engineer.
11. Insurance
  - A. The Engineer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.
  - B. The coverage shall be in force from the time of the Agreement to the date when all work for the Project is completed and accepted by the Owner. If, however, the policy is a claims made policy, it shall remain in force for a period of three (3) years after completion of the services. Since this insurance is normally written on a year-to-year basis, the Engineer shall notify the Owner should coverage become unavailable.
  - C. The Engineer shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c. 152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
  - D. The Engineer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Owner.
  - E. The Engineer shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property in the amounts of \$1,000,000/\$1,000,000.
  - F. Certificates and any and all renewals substantiating that required insurance coverage in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

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

12. Notice

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

13. Termination

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

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

14. Miscellaneous

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

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

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

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

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



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

KLEINFELDER

TOWN OF MILLIS

By: Betsy C. Frederick  
Name: Betsy C. Frederick  
Title: Project Manager

By: \_\_\_\_\_  
Name: James McKay  
Title: DPW Director

Approved as to form

\_\_\_\_\_  
Town Counsel

Approved as to availability of funds

\_\_\_\_\_  
Finance Director, Town of Millis

**PROVISIONS REQUIRED BY MASSACHUSETTS LAW  
(Contracts Not More Than \$100,000)**

- (i) If an individual, the individual is a registered engineer;
- (ii) If a partnership, a majority of all the partners are persons who are registered engineers;
- (iii) If a corporation, sole proprietorship, joint stock company of other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered engineers, and the person to have the project in his or her charge is a registered engineer;
- (iv) If a joint venture, each joint venturer satisfies the requirements of this section. (Statutory Reference: M.G.L. c. 7, §38A½)

The Engineer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for or in connection with the award of this Agreement. {Statutory Reference: M.G.L. c. 7, §38H (e) (i)}

The Engineer hereby certifies that no consultant to or subcontractor for the Engineer has given, offered or agreed to give any gift, contribution or offer of employment to the Engineer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Engineer. {Statutory Reference: M.G.L., c. 7, §38H (e) (ii)}

The Engineer hereby certifies that no person, corporation or other entity other than a bona fide full-time employee of the Engineer, has been retained or hired by the Engineer to solicit for or in any way assist the Engineer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Engineer. {Statutory Reference: M.G.L., c. 7, §38H (e) (iii)}

The Engineer shall maintain all books, records and accounts related to the Project in compliance with the following:

1. The Engineer shall make and keep for at least six (6) months after final payment, books, records and accounts that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Engineer.
2. Until the expiration of six years after final payment the Owner, the office of the Inspector General and the Deputy Commissioner of Capital Planning and Operations shall have the right to examine any books, documents, papers or records of the Engineer or of its consultants that directly pertain to, and involve transaction relating to, the Engineer or its consultants.
3. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph shall not be public records and shall not be open to public inspection, except as provided by subparagraph 2.

{Statutory Reference: M.G.L., c. 30, §39R}

The Engineer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Engineer in the preparation of bid documents, as reasonably determined by the Owner. {Statutory Reference: M.G.L., c. 7, §38H (j)}

The Engineer hereby certifies under penalties of perjury that the Engineer has complied with all the laws of the Commonwealth of Massachusetts relating to taxes. {Statutory Reference: M.G.L., c. 62C, §49A}.

Attachment A  
Proposal – Scope of Work

**FY21 LABOR RATES**

|                             |    |            |
|-----------------------------|----|------------|
| Professional.....           | \$ | 90/ hour   |
| Staff Professional I .....  | \$ | 115 / hour |
| Staff Professional II ..... | \$ | 130 / hour |
| Project Professional .....  | \$ | 145/ hour  |
| Senior Professional .....   | \$ | 165/ hour  |
| Principal Professional..... | \$ | 217/ hour  |
| Project Manager .....       | \$ | 217/ hour  |
| Administrator .....         | \$ | 90/ hour   |

21-051

MVP Grant Review



Invoice # 36WM0 -2  
Dated: 12/9/2020  
Tax ID # 04-6136989

**Project Contact**

Julie Wood  
Charles River Watershed Association  
190 Park Road  
Weston, MA 02493  
Ph: (781) 788-0007 x 225  
[jwood@crwa.org](mailto:jwood@crwa.org)

**Invoice Submitted to:**

Town of Millis  
Attn: Bob Weiss  
900 Main St  
Millis, MA 02054

**PROJECT: Charles River Watershed Modeling Project**

**Description**

|   | <u>Total</u>              |
|---|---------------------------|
| Building Resilience across the Charles River Watershed Modeling Project | \$ 2,700.00               |
| <i>Expenses subtotal</i>  | <i>\$ 2,700.00</i>        |
| <b>Amount Due This Invoice</b>  | <b><u>\$ 2,700.00</u></b> |

Remit Payment to: Charles River Watershed Association - 190 Park Road - Weston, MA 02493

# Flood Resiliency Master Plan

Town of Millis, MA - Municipal Vulnerability Action Grant Application



## Background

The Municipal Vulnerability Preparedness (MVP) Action Grant program, offered through the Executive Office of Energy and Environmental Affairs (EEA), provides grants to communities that complete actions to address climate hazards and vulnerabilities. The Town completed the MVP Planning process in 2019 and is eligible for additional funding under this program. Brown and Caldwell recommends that the Town applies for an MVP Action Grant for a Flood Resiliency Master Plan to address the Town's top priority climate-related hazard, flooding.

### Addressing Local Flooding Hazards

**The Town of Millis is vulnerable to flooding.** The Town's Hazard Mitigation Plan identified multiple locations that chronically flood under present climate conditions. The risk assessment from this Plan estimated that a 100-year flood could displace over 65 of households and "result in \$6 million dollars in property damage" (MAPC, 2018). Through the Town's MVP Planning process and asset management planning efforts, the Town identified multiple additional locations that are susceptible to flooding. Climate change models indicate that large storm events will take place more frequently in the future.

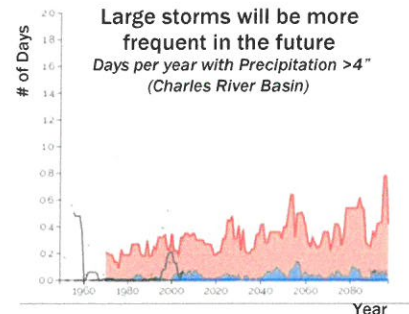
**The Town is currently investigating and addressing flooding issues.** Millis is participating in a regional MVP Action Grant project (Building Resilience Across the Watershed) with the Charles River Watershed Association (CRWA) and fifteen partner communities, which will identify climate change trends and riverine flooding risks. The regional project will be completed in spring 2021, but will not result in locally specific recommendations.

**In the proposed next phase of work, the Town will prepare for impacts of climate change.** The regional project will provide a foundation for the proposed next phase of work, which includes the refinement and enhancement of a drainage model specifically for the Town of Millis. **The proposed project will provide the Town with a holistic view of the current and future local flooding risks, will identify cost-effective strategies to minimize these risks, and will prepare the Town to seek additional grant funding to implement solutions for high-risk areas.** Applying for funding for this proposed project will *not* preclude the Town from participating in future phases of the regional project organized by CRWA.

## Deliverables

The following will be deliverables from the Flood Resiliency Master Plan:

- A Town-wide drainage model and flood risk maps for current and future climate conditions
- Evaluation of flood vulnerable critical infrastructure and community assets
- Conceptual design of nature-based solutions to address flooding and preliminary design of green infrastructure a high priority area
- Educational materials, in electronic and print format, and public outreach about climate change and Town-specific flooding risks and solutions



### Project Benefits

- Identify locations and root causes of current and future flooding hazards
- Identify and design strategies that address the root causes of flooding
- Prepare the Town to apply for additional funding to implement flood control strategies
- Maximize benefits of nature-based solutions to cost-effectively advance activities required under the MS4 Permit (reduce phosphorus-loading)
- Advance the goals of the Town's Asset Management Program by improving record keeping for the Town's drainage system
- Educate the public on climate change, flooding risks, and solutions



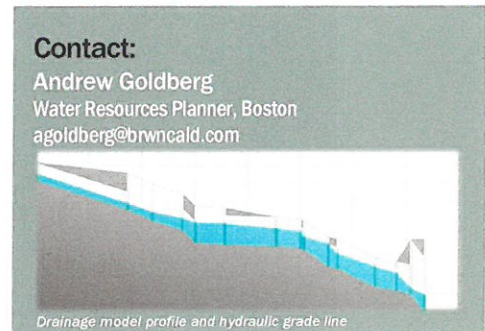
**Table 1. Project Summary**

| Task Name   | Sub-tasks   | Description   | Estimated Budget         |
|---|---|---|--------------------------|
| Drainage System Data Collection and Analysis  | <ul style="list-style-type: none"> <li>Field data collection</li> <li>GIS updates</li> </ul>  | Develop an accurate and robust understanding of the Town's drainage system, prior to modeling, which can also be used for other programs, such as asset management and stormwater regulatory compliance.  | \$40,000-50,000          |
| Model and Vulnerability Assessment  | <ul style="list-style-type: none"> <li>Model development</li> <li>2D flood mapping</li> <li>Vulnerability assessment at neighborhood-scale</li> </ul>   | Assess flood vulnerabilities under multiple climate and storm scenarios. Identify current and future flood risks to critical facilities Town-wide   | \$40,000-50,000          |
| Development of Nature-Based Solutions   | <ul style="list-style-type: none"> <li>Prioritization of flood mitigation and multi-benefit nature-based solutions (NBS)</li> <li>Conceptual design of NBS</li> <li>Preliminary design of recommended NBS for a high priority area</li> </ul> | Evaluate various strategies and prioritize strategies based on their effectiveness at minimizing flood risks and providing additional benefits to the community, such as improving water quality. Prepare the Town to implement high priority recommendations through the development of conceptual / preliminary designs of recommended solutions. | \$55,000-75,000          |
| Public Engagement   | <ul style="list-style-type: none"> <li>Written/electronic materials</li> <li>Website</li> <li>Meetings/presentations</li> </ul>   | Education on climate change and flooding vulnerabilities and measures the Town is taking to mitigate risks.   | \$15,000-25,000          |
| <b>Total Estimated Project Costs</b>  |   |   | <b>\$150,000-200,000</b> |
| Project Cost incurred by Town, if awarded Grant (25% of Total) – can be a combination of in-kind labor and cash   |   |   | \$37,500-50,000          |
| <p>Note: Estimated project costs are based on a preliminary discussion about project goals with Jim McKay and Bob Weiss in February 2021. The estimated budget assumes that the Department of Public Works will lead the data collection task, as a part of the grant match requirements.</p> |   |   |                          |

If the Town is awarded an Action Grant, the State will fund 75% of project costs. The Town would be responsible for the remaining 25% of project costs, as a match, through in-kind services and/or cash in the Town's FY22 budget.

### Key Dates & Next Steps:

- Feb 26, 2021: Submit an Expression of Interest (EOI) [form](#) to EEA
- March 2021: Town and Brown & Caldwell participate in meeting with EEA to solicit input on and refine the proposal
- April/May 2021: Prepare an MVP Action Grant Application
- May Town Meeting: Town appropriates funding in the FY22 budget (25% of project costs as a combination of cash and/or labor)
- Fall 2021: EEA Awards MVP Action Grants
- December 2021-June 2022: Project duration



21-052

Advesa Host Community Agreement

21-053

DRAFT ATM Warrant Articles

SPRING 2021 TOWN MEETING ARTICLE LIST

1. Unpaid Bills
2. FY21 Additional Wages and Expenses
3. FY22 Operating Budget
4. Sewer Enterprise Fund
5. Water Enterprise Fund
6. Stormwater Enterprise Fund
7. Consent Agenda:

Amendments to the Personnel Plan

Board of Health Appointing Authority

Revolving Funds

Community Preservation Fund

8. Community Preservation Historic Resource Reserve Fund – Phase II Walling Map Rehab
9. Community Preservation Open Space/Recreation Reserve Fund – MHS Dugout Project
10. Independent Annual Audit
11. Capital Items
12. School Articles (to be added)
13. 61A Purchase – Braun Property/Village Street
14. Street Acceptance – Hickory Hills Subdivision
15. Zoning Bylaw Amendment – Performance Based Solar Ordinance
16. Zoning Bylaw Amendment – Parking Dimensions & Compact Car Parking
17. Town Bylaw Addition – Waiver of Town Building Project Permit Fees
14. Town Bylaw Amendment – Sewer
18. Update Emergency Response Plan
19. PFAS Treatment Design
20. Design/Construction of Drainage Rehab at Village Street and Birch Street
21. Medicare/Medicaid Reimbursement Services
22. Unemployment Insurance Fund

- 23. OPEB Fund
- 24. Stabilization Fund

21-054

Review Proposed Zoning Bylaw Amendment

Parking



# TOWN OF MILLIS

Richard Nichols, *Chair*  
Nicole Riley, *Clerk*  
George Yered  
Bodha B. Raut Chhetry  
Alan Handel  
Joshua Guerrero, *Associate*

## OFFICE OF THE PLANNING BOARD

900 Main Street • Millis, MA 02054


Phone: 508-376-7045

Fax: 508-376-7053

Camille Standley  
Administrative Assistant  
[cstandley@millisma.gov](mailto:cstandley@millisma.gov)

February 11, 2021

**To:** James McCaffrey, Chair, Select Board  
Michael Guzinski, Town Administrator

**From:** Richard Nichols, Chair   
Planning Board

**Re:** Proposed Zoning Bylaw Amendments/Articles: **Parking Dimensions & Compact Car Parking**

At a regularly scheduled meeting of the Planning Board held on Tuesday, February 9, 2021, the Board discussed the proposed Zoning Bylaw Amendments attached.

On a motion made by Mr. Richard Nichols, seconded by Ms. Nicole Riley, it was voted unanimously to recommend the attached warrant articles for the May 3, 2021, Town Meeting.

The Planning Board would like to hold a public hearing on these proposed amendments at their March 9, 2021, meeting, therefore, your prompt attention to this proposal is greatly appreciated.

Thank you.

cc: Robert Weiss, Economic Dev. & Planning Dir.  
Michael Giampietro, Building Dept.



**Zoning By-Law Amendment**  
**Parking Dimensions**

**ARTICLE – Zoning By-Law Definition Amendment**

To see if the Town will vote to amend the Zoning By-Laws, as most recently amended, by amending the section identified herein as follows, or to take any other action related thereto.

- 1) By amending Section II, Definitions, “Parking Space”

From:

“An off-street space at least 9 ft. in width and 21 ft. in length, having an area of not less than 189 sq. ft., plus access and maneuvering space, whether inside or outside a structure for exclusive use as a parking stall for one motor vehicle.

To:

“An off-street space at least 9 ft. in width and **19 ft.** in length, having an area of not less than **171 sq. ft.**,” plus access and maneuvering space, whether inside or outside a structure for exclusive use as a parking stall for one motor vehicle.

**Zoning By-Law Amendment**  
**Compact Car Parking**

**ARTICLE – Zoning By-Law Amendment**

To see if the Town will vote to amend the Zoning By-Laws, as most recently amended, by adding the section identified herein as follows, or to take any other action related thereto.

- 1) Amend Section VIII. “Off-Street Parking and Loading Regulations”, subsection B “General”, by adding the following:

6. In order to reduce the overall impervious surface of off-street parking areas, the Planning Board may allow by Special Permit, the use of parking spaces designed for cars smaller than full size, hereinafter called “compact cars”, and still count toward the overall number of spaces required, as follows:

- a. The dimensional requirements of compact car parking spaces shall be 8’ x 16’ (128 sq ft).
- b. In parking lots containing more than 20 spaces, up to thirty-three (33%) of parking spaces may be designed for use by compact cars. In parking lots with 20 or fewer parking spaces, spaces designed for use by compact cars are not permitted.
- c. Compact car parking spaces shall be located in one (1) or more continuous areas and shall not be intermixed with spaces designed for full size cars.

- d. Compact car parking spaces shall be clearly designated by pavement marking and labeled as "Compact Car Parking Only."
- e. Compact car parking shall be designed as perpendicular or angled parking only. All parallel parking spaces shall be full sized spaces as defined in Section II of this By-Law.
- f. Approval shall be based upon determination by the Planning Board that safety will be adequately protected and that commonly employed engineering and planning standards have been met in full.
- g. For any reduction in total parking area obtained as a result of using compact parking spaces, an equal area of open space shall be provided in addition to the minimum open space required herein.

21-055

GTE Application Review



February 11, 2021

Town/City of Millis  
Chief Executive Officer  
[mguzinski@millisma.gov](mailto:mguzinski@millisma.gov)

RE: GTE Millis, LLC.'s application for a Marijuana Product Manufacturing license (MPN281965)

**NOTICE: MUNICIPAL NOTIFICATION OF A MARIJUANA ESTABLISHMENT**

**WHY ARE YOU RECEIVING THIS NOTICE?**

Pursuant to 935 CMR 500.102(1)(d), the Commission is sending this notice to inform you of the completed adult-use marijuana establishment application for the entity above. The applicant has indicated its intent to operate in your municipality. A copy of the excerpted application is attached to this notice.

For more information, please see the Commission's "Guidance for Municipalities" located on our website at: [http://mass-cannabis-control.com/wp-content/uploads/2019/03/Final-Draft-Municipal-Guidance-Update-02.25.19\\_1.pdf](http://mass-cannabis-control.com/wp-content/uploads/2019/03/Final-Draft-Municipal-Guidance-Update-02.25.19_1.pdf).

**WHAT ARE YOUR NEXT STEPS?**

The Commission requests that within 60 days of the date of this notification, the municipality confirms that the applicant's proposed Marijuana Establishment is in compliance with municipal bylaws or ordinances. To submit a response on behalf of your municipality, please complete the attached form provided. Please send this form back to the Commission, via email, to [licensing@cccmass.com](mailto:licensing@cccmass.com).

**PLEASE NOTE: If the Commission does not receive a response from the municipality within 60 days of this notice, it will consider this notice requirement to be satisfied without any further action by the municipality or applicant.**

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle Potvin'.

Kyle Potvin, Esq.  
Director of Licensing  
Cannabis Control Commission



Town/City of Millis  
Chief Executive Officer  
[mguzinski@millisma.gov](mailto:mguzinski@millisma.gov)

RE: GTE Millis, LLC.'s application for a Marijuana Product Manufacturing license (MPN281965)

**MUNICIPAL RESPONSE**

Pursuant to 935 CMR 500.102(1)(d), the municipality affirms that entity listed above is:

- is in compliance with municipal bylaws or ordinances; or
- is **NOT** in compliance with municipal bylaws or ordinances

If the entity is **NOT** in compliance, please explain below or attach an addendum:

By signing this form, you represent that you are authorized to submit this response on behalf of the municipality.

Name:

Position:

Signature:

Date:

Please send this form back to the Commission, via email, to [licensing@cccmass.com](mailto:licensing@cccmass.com).

**PLEASE NOTE: If the Commission does not receive a response from the municipality within 60 days of this notice, it will consider this notice requirement to be satisfied without any further action by the municipality or applicant.**





# Massachusetts Cannabis Control Commission

## Municipal Notice

### Marijuana Product Manufacturer

#### General Information:

License Number: MP281965

Original Issued Date: N/A

Issued Date: N/A

Expiration Date: N/A

Payment Received: \$0      Payment Required: \$10000

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: GTE Millis LLC

Federal Tax Identification Number EIN/TIN: 85-2825603

Phone Number: 508-846-5941      Email Address: gtepartnersllc@gmail.com

Business Address 1: 120 Bergeron Way

Business Address 2:

Business City: Stoughton      Business State: MA

Business Zip Code: 02072

Mailing Address 1: 120 Bergeron Way

Mailing Address 2:

Mailing City: Stoughton      Mailing State: MA

Mailing Zip Code: 02072

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY



Person with Direct or Indirect Authority 1

Percentage Of Ownership: Percentage Of Control: 20  
Role: Manager Other Role: CEO, Manager of the Parent Company  
First Name: Chirag Middle Name: Last Name: Patel Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control: 20  
Role: Other (specify) Other Role: Manager of Parent Company  
First Name: Hardik Middle Name: Last Name: Patel Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control: 20  
Role: Other (specify) Other Role: Manager of Parent Company  
First Name: Jack Middle Name: Last Name: Patel Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: Percentage Of Control: 20  
Role: Owner / Partner Other Role: Manager of Parent Company  
First Name: Indravadan Middle Name: Last Name: Patel Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: Percentage Of Control: 20  
Role: Other (specify) Other Role: Manager of Parent Company  
First Name: Mahendra Middle Name: Last Name: Patel Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)  
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 Percentage of Ownership:  
Entity Legal Name: Green Tech Enterprises, Inc. Entity DBA: DBA  
City: City:



Entity Description: parent company of GTE Millis LLC

Foreign Subsidiary Narrative:

Entity Phone: 508-846-5941

Entity Email: gtepartnersllc@gmail.com

Entity Website:

Entity Address 1: 120 Bergeron Way

Entity Address 2:

Entity City: Stoughton

Entity State: MA

Entity Zip Code: 02072

Entity Mailing Address 1: 120 Bergeron Way

Entity Mailing Address 2:

Entity Mailing City: Stoughton

Entity Mailing State: MA

Entity Mailing Zip Code: 02072

Relationship Description: Green Tech Enterprises Inc is the sole Member of GTE Millis LLC. Members have the authority to remove managers according the operating agreement of the LLC. Additionally, Chirag Patel, the sole Manager of GTE Millis LLC is also a Director and Executive of Green Tech Enterprises Inc. Thus, his authority in the corporation is exercised in parallel with the LLC.

#### Entity with Direct or Indirect Authority 2

Percentage of Control:

Percentage of Ownership:

Entity Legal Name: GTE Partners LLC

Entity DBA:

DBA City:

Entity Description: parent company of Green Tech Enterprises

Foreign Subsidiary Narrative:

Entity Phone: 508-846-5941

Entity Email: gtepartnersllc@gmail.com

Entity Website:

Entity Address 1: 120 Bergeron Way

Entity Address 2:

Entity City: Stoughton

Entity State: MA

Entity Zip Code: 02072

Entity Mailing Address 1: 120 Bergeron Way

Entity Mailing Address 2:

Entity Mailing City: Stoughton

Entity Mailing State: MA

Entity Mailing Zip Code: 02072

Relationship Description: GTE Partners LLC is the parent company of Green Tech Enterprises Inc.

#### Entity with Direct or Indirect Authority 3

Percentage of Control:

Percentage of Ownership:

Entity Legal Name: GTE Realty LLC

Entity DBA:

DBA City:

Entity Description: LLC

Foreign Subsidiary Narrative:

Entity Phone: 508-846-5941

Entity Email: chirag715@gmail.com

Entity Website:

Entity Address 1: 120 Bergeron Way

Entity Address 2:

Entity City: Stoughton

Entity State: MA

Entity Zip Code: 02072

Entity Mailing Address 1: 120 Bergeron Way

Entity Mailing Address 2:

Entity Mailing City: Stoughton

Entity Mailing State: MA

Entity Mailing Zip Code: 02072

Relationship Description: capital contributor

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

Entity Legal Name: GTE Realty LLC

Entity DBA:

Email: chirag715@gmail.com

Phone: 508-846-5941

Address 1: 120 Bergeron Way

Address 2:

City: Stoughton

State: MA

Zip Code: 02072

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$9250 Percentage of Initial Capital: 100

Capital Attestation: Yes

### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

### DISCLOSURE OF INDIVIDUAL INTERESTS

#### Individual 1

First Name: Chirag Middle Name: Last Name: Patel Suffix:

Marijuana Establishment Name: GTE Franklin LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Franklin Marijuana Establishment State: MA

#### Individual 2

First Name: Chirag Middle Name: Last Name: Patel Suffix:

Marijuana Establishment Name: GTE Taunton LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Taunton Marijuana Establishment State: MA

#### Individual 3

First Name: Chirag Middle Name: Last Name: Patel Suffix:

Marijuana Establishment Name: GTE Millis LLC Business Type: Marijuana Cultivator

Marijuana Establishment City: Millis Marijuana Establishment State:  
MA

#### Individual 4

First Name: Hardik Middle Name: Last Name: Patel Suffix:

Marijuana Establishment Name: GTE Taunton LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Taunton Marijuana Establishment State:  
MA

#### Individual 5

First Name: Hardik Middle Name: Last Name: Patel Suffix:

Marijuana Establishment Name: GTE Franklin LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Franklin Marijuana Establishment State:  
MA

#### Individual 6

First Name: Hardik Middle Name: Last Name: Patel Suffix:

Marijuana Establishment Name: GTE Millis LLC Business Type: Marijuana Cultivator

Marijuana Establishment City: Millis Marijuana Establishment State: MA

#### Individual 7

First Name: Jack Middle Name: Last Name: Patel Suffix:

Marijuana Establishment Name: GTE Taunton LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Taunton Marijuana Establishment State: MA

#### Individual 8

First Name: Jack Middle Name: Last Name: Patel Suffix:  
Marijuana Establishment Name: GTE Franklin LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Franklin Marijuana Establishment State: MA

Individual 9

First Name: Jack Middle Name: Last Name: Patel Suffix:  
Marijuana Establishment Name: GTE Millis LLC Business Type: Marijuana Cultivator  
Marijuana Establishment City: Millis Marijuana Establishment State: MA

Individual 10

First Name: Indravadan Middle Name: Last Name: Patel Suffix:  
Marijuana Establishment Name: GTE Franklin LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Franklin Marijuana Establishment State: MA

Individual 11

First Name: Indravadan Middle Name: Last Name: Patel Suffix:  
Marijuana Establishment Name: GTE Taunton LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Taunton Marijuana Establishment State: MA

Individual 12

First Name: Indravadan Middle Name: Last Name: Patel Suffix:  
Marijuana Establishment Name: GTE Millis LLC Business Type: Marijuana Cultivator  
Marijuana Establishment City: Millis Marijuana Establishment State: MA

Individual 13

First Name: Mahendra Middle Name: Last Name: Patel Suffix:  
Marijuana Establishment Name: GTE Taunton LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Taunton Marijuana Establishment State: MA

Individual 14

First Name: Mahendra Middle Name: Last Name: Patel Suffix:  
Marijuana Establishment Name: GTE Franklin LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Franklin Marijuana Establishment State: MA

Individual 15

First Name: Mahendra Middle Name: Last Name: Patel Suffix:  
Marijuana Establishment Name: GTE Millis LLC Business Type: Marijuana Cultivator  
Marijuana Establishment City: Millis Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1480 Main Street

Establishment Address 2:

Establishment City: Millis Establishment Zip Code: 02054

Approximate square footage of the Establishment: How many abutters does this property have?: 31

Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes

## HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category                          | Document Name  | Type | ID                       | Upload Date |
|--|--|------|--------------------------|-------------|
| Certification of Host Community Agreement  | GTE MILLIS HCA Certification.pdf                               | pdf  | 5fdcde2216d57608051f9439 | 12/18/2020  |
| Plan to Remain Compliant with Local Zoning | Millis Plan to Remain Compliant with Local Zoning 11.24.20.pdf | pdf  | 5fdcde3bb11eae07c3c560c6 | 12/18/2020  |
| Community Outreach Meeting Documentation   | GTE Millis - COM Attestation Packet 11.24.20 RFI.pdf           | pdf  | 5fdcde6509cfae0810fd0e8f | 12/18/2020  |

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

## PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

| Document Category        | Document Name                                      | Type | ID                       | Upload Date |
|--------------------------|--|------|--------------------------|-------------|
| Plan for Positive Impact | Plan for Positive Impact Millis RFI 1 w letter.pdf | pdf  | 5fdcde8aeb00b107e4542857 | 12/18/2020  |

## ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

Role: Executive / Officer

Other Role: Parent Company Board Member

First Name: Chirag

Middle Name:

Last Name: Patel Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 2

Role: Board Member

Other Role: Parent Company Board Member

First Name: Hardik

Middle Name:

Last Name: Patel Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 3

Role: Board Member

Other Role: Parent Company Board Member

First Name: Indravandan

Middle Name:

Last Name: Patel Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 4

Role: Board Member

Other Role: Parent Company Board Member

First Name: Jack

Middle Name:

Last Name: Patel Suffix:

RMD Association: Not associated with an RMD



Background Question: no

Individual Background Information 5

Role: Board Member Other Role: Parent Company Board Member  
First Name: Mahendra Middle Name: Last Name: Patel Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION  
Entity Background Check Information 1

Role: Investor/Contributor Other Role:  
Entity Legal Name: GTE Realty LLC Entity DBA: Federal Tax Identification Number EIN/TIN:  
83-3906401  
Entity Description: limited liability company  
Phone: 508-846-5941 Email: chirag715@gmail.com  
Primary Business Address 1: 120 Bergeron Way Primary Business Address 2:  
Primary Business City: Stoughton Primary Business State: MA Principal Business Zip Code:  
02072

Additional Information:

Entity Background Check Information 2

Role: Parent Company Other Role: Parent Company of GTE Millis LLC  
Entity Legal Name: Green Tech Enterprises Entity DBA: Federal Tax Identification Number EIN/TIN:  
83-2803463  
Entity Description: domestic business corporation  
Phone: 508-846-5941 Email: gtepartnersllc@gmail.com  
Primary Business Address 1: 120 Bergeron Way Primary Business Address 2:  
Primary Business City: Stoughton Primary Business State: MA Principal Business Zip Code:  
02072

Additional Information:

Entity Background Check Information 3

Role: Parent Company Other Role: Parent Company of Green Tech Enterprises Inc.  
Entity Legal Name: GTE Partners LLC Entity DBA: Federal Tax Identification Number EIN/TIN:  
83-4633311  
Entity Description: limited liability corporation  
Phone: 508-846-5941 Email: gtepartnersllc@gmail.com  
Primary Business Address 1: 120 Bergeron Way Primary Business Address 2:  
Primary Business City: Stoughton Primary Business State: MA Principal Business Zip Code:  
02072

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

| Document Category | Document Name | Type | ID | Upload |
|-------------------|---------------|------|----|--------|
|-------------------|---------------|------|----|--------|

|  |   |     |                          |  | Date       |
|--|---|-----|--------------------------|--|------------|
| Secretary of Commonwealth - Certificate of Good Standing | GTE Millis DUA Attestation.pdf                | pdf | 5fdcee3eb11eae07c3c56109 |  | 12/18/2020 |
| Department of Revenue - Certificate of Good standing     | GTE Millis LLC DOR COGS 10.5.2020.pdf         | pdf | 5fdcee52e767d307ceee1f78 |  | 12/18/2020 |
| Bylaws   | GTE Millis LLC - Operating Agreement_Exec.pdf | pdf | 5fdcee5e36d86207eb966ea2 |  | 12/18/2020 |
| Articles of Organization                                 | GTE Millis Cert of Organization.pdf           | pdf | 5fdcee6cb11eae07c3c5610f |  | 12/18/2020 |
| Secretary of Commonwealth - Certificate of Good Standing | SoS Certificate of Good Standing.pdf          | pdf | 5fdcee7c79776c07d15e5493 |  | 12/18/2020 |

No documents uploaded

Massachusetts Business Identification Number: 001385555

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

| Document Category            | Document Name                                 | Type | ID                       | Upload Date |
|------------------------------|---|------|--------------------------|-------------|
| Proposed Timeline            | GTE Millis - Proposed Timeline.pdf            | pdf  | 5fdceead841ecf07f32a8af1 | 12/18/2020  |
| Plan for Liability Insurance | Millis Plan to Obtain Liability Insurance.pdf | pdf  | 5fdceef79776c07d15e5497  | 12/18/2020  |
| Business Plan                | GTE-Millis-Bus Plan - 9.22.2020.pdf           | pdf  | 5fdceeb02027b107e8dc6a10 | 12/18/2020  |

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category                              | Document Name                                      | Type | ID                        | Upload Date |
|--|--|------|---------------------------|-------------|
| Energy Compliance Plan                         | GTE Energy Compliance Plan.pdf                     | pdf  | 5fdceeea9597d30802d2a108  | 12/18/2020  |
| Inventory procedures                           | GTE Inventory procedures summary.pdf               | pdf  | 5fdceeebb11eae07c3c56113  | 12/18/2020  |
| Maintaining of financial records               | GTE Maintaining of Financial Records.pdf           | pdf  | 5fdceeece767d307ceee1f82  | 12/18/2020  |
| Personnel policies including background checks | GTE Personnel Policies.pdf                         | pdf  | 5fdceeed44f61c07f67fc86d  | 12/18/2020  |
| Dispensing procedures                          | GTE Dispensing Procedures.pdf                      | pdf  | 5fdceeeeee826e207c07d950d | 12/18/2020  |
| Record Keeping procedures                      | GTE Record Keeping Procedure.pdf                   | pdf  | 5fdcef17d18fa907c7d90407  | 12/18/2020  |
| Restricting Access to age 21 and older         | GTE Restricting Access to Age 21 or Older.pdf      | pdf  | 5fdcef2a9597d30802d2a10c  | 12/18/2020  |
| Prevention of diversion                        | GTE Prevention of Diversion.pdf                    | pdf  | 5fdcef2ceb00b107e45428b0  | 12/18/2020  |
| Quality control and testing                    | GTE Procedures for Quality Control and Testing.pdf | pdf  | 5fdcef2de767d307ceee1f86  | 12/18/2020  |
| Qualifications and training                    | GTE Qualifications and Training.pdf                | pdf  | 5fdcef2e44f61c07f67fc871  | 12/18/2020  |
| Storage of marijuana                           | GTE Storage of Marijuana.pdf                       | pdf  | 5fdcef3f60fc2607ca6ab25b  | 12/18/2020  |

|  |                                     |     |                          |            |
|--|-------------------------------------|-----|--------------------------|------------|
| Transportation of marijuana                          | GTE Transportation of Marijuana.pdf | pdf | 5fdcef409597d30802d2a110 | 12/18/2020 |
| Security plan  | GTE Security Procedure.pdf          | pdf | 5fdcef41b11eae07c3c56117 | 12/18/2020 |
| Diversity plan                                       | GTE Diversity Plan RFI 1.pdf        | pdf | 5fdcef4c89d382080d8eb825 | 12/18/2020 |
| Method used to produce products                      | Methods Used to Create Products.pdf | pdf | 60087ea8982b2307e1996ddd | 01/20/2021 |
| Sample of unique identifying marks used for branding | Label and Packaging.pdf             | pdf | 60087eb589d382080d8f095b | 01/20/2021 |
| Safety Plan for Manufacturing                        | GTE Safety Plan Summary.pdf         | pdf | 60087fb160fc2607ca6b0450 | 01/20/2021 |
| Plan to Obtain Marijuana                             | Plan for Obtaining Marijuana.pdf    | pdf | 60088266841ecf07f32adc65 | 01/20/2021 |
| Types of products Manufactured.                      | Manufactured Products (revised).pdf | pdf | 6021a3eb238c3036b0f852d9 | 02/08/2021 |

### ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification:

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.:

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.:

I certify that all information contained within this renewal application is complete and true.:

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

### HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 9:00 PM

Tuesday From: 8:00 AM Tuesday To: 9:00 PM

Wednesday From: 8:00 AM Wednesday To: 9:00 PM

Thursday From: 8:00 AM Thursday To: 9:00 PM

Friday From: 8:00 AM Friday To: 9:00 PM



Saturday From: 8:00 AM      Saturday To: 9:00 PM

Sunday From: 8:00 AM      Sunday To: 9:00 PM

21-056

TA Review Update

21-057

Board Updates

21-058

## Capital Needs Prioritization Process



# Town of Millis

## Capital Planning Committee

### Priority Ranking Worksheet

|                                |  |
|--------------------------------|--|
| <b>Project Name:</b>           |  |
| <b>Priority Ranking:</b>       |  |
| <b>Project Type:</b>           |  |
| <b>Useful Life:</b>            |  |
| <b>Responsible Department:</b> |  |

| Criteria               | Description   | Rating Scale (1-9)  | Project Rating | Notes / Comments |
|------------------------|---|---|----------------|------------------|
| Project Requirements   | Is the project required to meet legal, compliance, or regulatory mandates?      | 1 = not required or mandated<br>5 = pending requirement<br>9 = required or mandated                             | -              |                  |
| Strategic Alignment    | To what extent is the project aligned with the government's overall strategies? | 1 = no alignment with strategies<br>5 = partial alignment with strategies<br>9 = full alignment with strategies | -              |                  |
| Value to Citizens      | How much value will the outcome of this project bring to our citizens?          | 1 = minimal value<br>5 = partial value<br>9 = high value  | -              |                  |
| <b>Priority Factor</b> |   |   |                |                  |
| -                      |   |   |                |                  |

| Priority Ranking Criteria    | Weighting Factor | Priority Factor | Score | Notes / Comments |
|------------------------------|------------------|-----------------|-------|------------------|
| Public Health and Safety     | 1.50             | -               | -     |                  |
| Employee Health and Safety   | 1.25             | -               | -     |                  |
| Regulatory Mandate           | 1.50             | -               | -     |                  |
| Frequent Problems            | 1.25             | -               | -     |                  |
| Availability of Funding      | 1.00             | -               | -     |                  |
| Cost of Project              | 1.00             | -               | -     |                  |
| Generates Revenue            | 1.20             | -               | -     |                  |
| Generates Cost Savings       | 1.20             | -               | -     |                  |
| Ongoing Operation Costs      | 1.00             | -               | -     |                  |
| Age or Condition of Existing | 1.00             | -               | -     |                  |
| Public Benefit               | 1.10             | -               | -     |                  |
| Public Demand                | 1.25             | -               | -     |                  |
| Synergy with Other Projects  | 1.10             | -               | -     |                  |
| Strategic Goal               | 1.05             | -               | -     |                  |
| Comprehensive Plan Component | 1.05             | -               | -     |                  |
| <b>Total Score</b>           |                  |                 |       |                  |
| -                            |                  |                 |       |                  |

21-059

61A Property Update



# TOWN OF MILLIS

**TO:** Select Board

**FROM:** Michael Guzinski, Town Administrator

**DATE:** February 18, 2021

**RE: 61A Braun Property Hearing**

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As you know, the Board has scheduled a public hearing on Monday, March 1<sup>st</sup> at 7:00pm regarding the possible purchase of the Braun property which has been held under MGL 61A status and is currently under a purchase and sales agreement.

At the public hearing the Board will be discussing all aspects of the possible purchase of the property by the Town through the exercise of its option under MGL Ch61A. The areas of discussion include the various funding sources being considered for the purchase of the property, the potential future uses of the property, and any other matters relevant to the property.

The Board will also be hearing any comments, questions, and/or concerns that the members of the public may have in relation to this proposed purchase.

Please let me know if you have any questions related to these matters.

Thank you.





# TOWN OF MILLIS

James J. McCaffrey, Chair  
Peter C. Jurmain, Vice Chair  
Erin T. Underhill, Clerk

## OFFICE OF THE SELECT BOARD & TOWN ADMINISTRATOR

Veterans Memorial Building  
900 Main Street • Millis, MA 02054  
Phone: 508-376-7041  
Fax: 508-376-7053

Michael Guzinski  
Town Administrator  
mguzinski@millisma.gov

Karen M. Bouret  
Operations Support Manager  
kbouret@millisma.gov

### Notice of Hearing

The Select Board will hold a Hearing on the 61A request for the Town to consider exercising, assigning, or not exercising, its right of first refusal on the Braun property on **Monday, March 1, 2021 at 7:00 p.m. via ZOOM**. The hearing will provide a forum for discussion on the Notice of Intent to purchase a parcel of land consisting of 23.13 acres located at Village Street. The Select Board welcomes all interested parties to join the hearing. See below for Zoom access details:

Topic: 61A Hearing - Select Board Meeting  
Time: Mar 1, 2021 07:00 PM Eastern Time

Join Zoom Meeting  
<https://us02web.zoom.us/j/8526387223>

Meeting ID: 852 638 7223  
One tap mobile  
+19292056099

Posted 2/11/21

| SENDER: COMPLETE THIS SECTION  |  | COMPLETE THIS SECTION ON DELIVERY   |  |
|--|--|---|--|
| <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> |  | <p>A. Signature <input type="checkbox"/> Agent<br/><input checked="" type="checkbox"/> Addressee</p>  |  |
| <p>1. Article Addressed to:</p> <p>MR. Richard Braun<br/>277 Village St.<br/>Millis, MA 02054</p>  |  | <p>B. Received By (Printed Name)</p> <p>C. Date of Delivery<br/>2/16/21</p>   |  |
| <p>9590 9402 6059 0125 6706 65</p>   |  | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>   |  |
| <p>7008 1300 0000 2167 3066</p>  |  | <p>3 Service Type <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™<br/> <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Return Receipt for Merchandise<br/> <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery</p> |  |

The Town of Millis is committed to providing equal opportunity for all applicants and employees. Applicants will receive consideration regardless of race, color, sex, sexual orientation, national origin, or age. The Town of Millis is committed to fair employment practices regarding all employees.

21-060

Water/Sewer Commitment



**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          |
|--|----------|--------|-------|--------|---------------|--------|-------|----------------|
| 32134400                                 | F3206    | 23.52  | 47.25 |        |               |        |       | 70.77          |
| 35000044                                 | F3211    | 27.22  | 47.25 | 56.91  |               |        |       | 171.81         |
| 35000056                                 | F3212    | 23.52  | 47.25 | 49.51  |               |        |       | 160.71         |
| 36000010                                 | F3213    | 23.52  | 47.25 | 49.51  |               |        |       | 160.71         |
| 401293900                                | F3215    | 23.52  | 47.25 |        |               |        |       | 70.77          |
| 301874000                                | F3216    | 300.37 | 47.25 | 557.25 |               |        |       | 904.87         |
| 100890700                                | F3219    | 60.52  | 47.25 | 123.51 |               |        |       | 231.28         |
| 400279800                                | F3220    | 53.12  | 47.25 |        |               |        |       | 100.37         |
| 322032900                                | F3221    | 23.52  | 47.25 | 49.51  |               |        |       | 120.28         |
| 35000063                                 | F3222    | 23.52  | 47.25 | 49.51  |               |        |       | 120.28         |
| 35000065                                 | F3223    | 23.52  | 47.25 | 49.51  |               |        |       | 120.28         |
| 35000067                                 | F3224    | 23.52  | 47.25 | 49.51  |               |        |       | 120.28         |
| 35000069                                 | F3225    | 23.52  | 47.25 | 49.51  |               |        |       | 120.28         |
| 231266007                                | F3226    | 27.22  | 47.25 | 56.91  |               |        |       | 131.38         |
| 221443400                                | F3227    | 97.52  | 47.25 |        |               |        |       | 144.77         |
| 2224524                                  | F3228    | 23.52  | 47.25 | 49.51  |               |        |       | 160.71         |
| 101121510                                | F3229    | -31.98 | 47.25 | -61.49 |               |        |       | -46.22         |
| 100540110                                | F3230    | 82.72  | 47.25 |        |               |        |       | 129.97         |
| 201173800                                | F3231    | 38.32  | 47.25 |        |               |        |       | 85.87          |
| 100540110                                | 3230F    |        |       | 167.91 |               |        |       | 167.91         |
| <b>Total Commitment for January 2021</b> |          |        |       |        |               |        |       | <b>3246.78</b> |

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

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

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

Town of Millis Water Commissioners:

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

21-061

Minutes

To be emailed under separate cover