

21-058

COVID VACCINATION UPDATE

21-059

CHARTER REVIEW COMMITTEE UPDATE

Charter Review Committee

Findings

Town of Millis

Charter Review Committee November 26, 2020

Introduction

- Purpose
 - Review Home Rule Charter
 - Recommend Revisions
- Committee Members
 - Chief Christopher Soffayer, Chair
 - Doreen Hayes
 - Diane Jurmain
 - Doug Riley
 - Nancy Sitta, Clerk
 - Craig Schultze
 - Mike Guzinski, Ex-Officio

Process

- Reviewed Various Charters
- Interviewed Key People
 - Select Board Members
 - Town Clerk
 - Town Moderator
 - Town Counsel
 - Town Administrator
- Formulated/Discussed List Of Issues

Recommendations

- List Of Issues
 - Select Board Size
 - Increase To 5 Members
 - Unanimous
 - Moderator
 - Increase Term To 3 Years
 - Add a Deputy Moderator
 - Town Clerk Appointed (Not Elected)
 - Rename Finance Committee To Warrant Committee

Recommendations

- List of Issues
 - Review Article III, Section III-4 (Town Administrator Job Description) directly with Jay Talerman (Town Council)

Tabled Issues

The Committee sought council with Jay Talerman to clarify several pending items. After reviewing and discussing Mr. Talerman's comments, the Committee agreed on the following actions.

- Recall Provisions- It was discussed and there is no action at this time.
- Conflict of Interest – It was discussed and there is no action at this time, as The Town of Millis must abide by the State Conflict Rules.

21-060

VETERANS BUDGET ABOVE LEVEL SERVICE REQUEST

Millis
Director of Veterans Services

John Moore

Budget - Above Level Service Request

Accomplishments

- Chapter 115
 - Brings a Veteran, Veterans family, widows, widowers 200% above the poverty line.
 - Recouped \$72,000: \$36,000 going out and zero coming back for two years.
 - Ensured a 75% recoup from state; resulting in \$2425 per month or \$27,900 annually.
- VA Claims Program: If you build it... veterans will come. Town invested \$350 in the Vetraspec Program.
 - Vetraspec provides:
 - Visibility, Direct Submit to VA; Electronic Submission
 - Maintains all records for each Veteran
 - Veteran 1: 3 years prior filed a claim on TBI; Resubmitted
 - Veteran 2: Camp Lejeune had mercury in the water and linked to cancers; 100% disability compensation and all future medical care provided by VA.
 - Veteran 3: Taken off Chapter 115 Program and placed on VA Pension. Saved town/state \$13,000 and placed on Federal Pension with full medical benefits.
 - Veteran 4: Applied for Vocational Rehab & Employment (VR&E). Approved for PhD Degree.

Accomplishments

- Veterans Property Tax Abatement Work Off Program Reorganization
 - Placed Program under VSO purview (Before it was all under the Council of Aging)
 - No income limits or age limits
 - Employ younger Veterans with outstanding skill sets for the town
- BraveAct:
 - BRAVEACT enhanced the Property Tax abatement Work Off; increasing from \$1,000 to \$1,500.
 - Veterans Parking spaces with signage
- VA COVID Vaccine Clinics – coordinated with other VSOs; provided 30+ vaccinations to Millis Veterans
- Military records Account: Can access DD-214s
- VSO Virtual Meetings every week via Zoom.
- FOOD4VETS
 - Provided 28 Millis Families two-weeks worth of food during height of pandemic.

Future Initiatives

- Increased community outreach and communication
 - Social media
 - Provide educational classes (VA Loans, Vocational, Pension, Massachusetts benefits, Homebase)
 - Homebase: provides world-class clinical care, support, and wellness programs to Veterans, Service Members, and Families from across the nation who are impacted by invisible wounds such as post-traumatic stress (PTS) or traumatic brain injuries.
 - Continue to foster relationships between the the town and local veteran organizations (AMVETS and American Legion)
 - Engage younger veterans
- Continue Millis as a Veteran-friendly community and establish Millis as a vital veteran’s cog for **ALL VA Federal and MA Benefits**

Increased Capabilities

Past

- Chap 115
 - Used rough calculations on website
 - No reimbursement from state; \$36,000 paid out by Millis
- VA Claims
 - Download forms and fax to VA. No visibility
- Military Records – None
 - Before individuals needed to contact Services directly or other VSOs.
- Vet Tax Work Off Program
 - Monitored
- Virtual Meetings - None

Now

- Chap 115
 - Additional recipients
 - Placed in State VSMIS System
 - State reimburses 75% of all beneficiaries.
 - Town recoups over \$27,000/year
- VA Claims
 - Utilize Vetraspec System
 - Total visibility
 - Speed
- Military Records – Established Account
 - Instant Access to all DD-214s
- Vet Tax Work Off
 - Manage town recipients and submit all required paperwork
 - Enforce regulations ie no income or age requirements
- Virtual Meetings - Weekly

VSO Salary Comparison and Staff Size

City/Town	Salary	Staff to include VSO
Attleboro	\$70,713	(3) total
Middleboro	\$68,750	(4) total
Mansfield	\$66,435	(2) total
Foxboro	\$64,000	(3) total
Norton	\$63,720	(1) total
Walpole/Medfield	\$63,500	(2) total
North Attleboro	\$61,409	(2) total
Easton	\$57,531	(2) total
Taunton (Asst VSO)	\$57,438	(3) total
East Bridgewater	\$51,400	(2) total
Raynham	\$49,000	(1) No staff
Bridgewater (Part Time)	\$30,717	(1) No Staff
Millis	\$11,195	(1) No Staff

Part-Time VSO Comparison

Town	Salary Annual
Bridgewater	\$30,717 (Part-time)
Millis	\$11,195 (Part-time; stipend)

Based on work-logs, VSO has averaged between 10-18 hours weekly to include all Chap 115, VA Claims (pension, education, vocational rehab, medical), Virtual Meetings, Vet Tax Write Off, Military Records, And other as needed (Food4Vets, Holiday Events, Out-reach events, cemetery upkeep, etc.)

After speaking with Town Administrator, I propose based on 9-12 hours/week and as needed = \$18,000 stipend

21-061

1344 MAIN STREET

COBBLE KNOLL LIP APPLICATION

COBBLE KNOLL ESTATES
ROCHE'S BUILDING CO., INC.
TOM ROCHE
270 EXCHANGE STREET
MILLIS, MA 02054

January 22, 2021

Millis Select Board
Mr. James McCaffrey, Chair
900 Main Street
Millis, MA 02054

RE: LIP Application
Cobble Knoll Estates

Dear Mr. McCaffrey:

We are please to present the attached LIP Application for Cobble Knoll Estates, a proposed affordable townhome community of 20 homes for 1344 Main Street. The Board had previously reviewed and supported a draft plan submitted this past summer.

Along with the application is a packet regarding a request for the Board to support a "Small project exception" allowed by DHCD that would enable us to waive the need for an appraisal on the property. As you may know, I have owned the property for some time. I have established the value of the parcel at \$400,000 which is consistent with the value of similar properties in town. If the Board agrees and would issue a letter of support, we can expedite the approval process. I took the liberty to include a draft letter which would meet DHCD standards to accept the waiver. We have included copies of the regulation as well as a listing of comparable properties that have recently sold in Millis. Your consideration of this request is greatly appreciated.

If the Board is supportive of the project, we would need three original signed copies of the signature page (page 2 of application) for submittal to DHCD along with a brief letter of support.

We are happy to meet with the Board at your convenience to further review the project and answer any questions.

Thank you for your consideration of this proposal.

Sincerely,

Tom Roche

Tom Roche
ROCHE'S BUILDING CO., Inc.

TOWN LETTERHEAD

January 22, 2021

Local Initiative Program
Attn: Alana Murphy, Deputy Associate Director
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

RE: Cobble Knoll Estates
Small Project Exception - Appraisal

Dear Ms. Murphy:

We have reviewed the relevant materials regarding the land value for the proposed Cobble Knoll Estates project proposed for 1344 Main Street and find the acquisition value of \$400,000 to be appropriate.

Specifically, as referenced in the Housing Appeal Committee Comprehensive Permit Guidelines Part IV "Responsibilities of the Subsidizing Agency" (dated December 2014) Section B1, (page IV-4, attached), we seek to utilize the "Exception" and do not require an appraisal for the parcel.

For reference, we have attached the Property Card from our Assessor's Office which shows an assessment of approximately \$300,000. More importantly, we have attached a listing of recently sold homes in Millis. Over the last 6 months there have been 17 home sales in the price range of \$350,000 to \$450,000. Most are small homes on smaller lots throughout the Town. Currently, there are virtually no homes available for purchase in Town. Given these area home values and the lack of inventory we believe the purchase price is reasonable and support the Developer's request to not supply an appraisal.

If you have any questions or feel you need additional information, please feel free to contact our office at 508-376-7040.

Sincerely,

James J. McCaffrey, Chair
Millis Select Board

B. Allowable Development Costs

The requirements and rules of this Section IV.B relate to cost certifications undertaken for the purposes of the Act, only.

1. Land Valuation

The allowable land value of a site for purposes of the Act is the fair market value of the site under current zoning (As-Is Market Value) at the time of submission of a request for Project Eligibility, plus reasonable and verifiable carrying costs (Reasonable Carrying Costs) from that date forward. The acquisition value set forth in the final cost certification of the Project shall not exceed the sum of the As-Is Market Value and Reasonable Carrying Costs. The As-Is Market Value of a site shall be determined by an appraisal.

a. Methodology for Conducting Appraisals

While paid for by the Developer, an appraisal under the Act shall be commissioned by (and name as the client) the Subsidizing Agency. An appraisal shall be required for every Project, except as noted below. Appraisers shall be prequalified by the Department and randomly assigned to the Project by the Subsidizing Agency. All prequalified appraisers shall, at a minimum, be a General Real Estate Appraiser licensed by and in good standing with the Massachusetts Board of Registration of Real Estate Appraisers.

Appraisers shall submit Self-Contained Appraisal Reports to the Subsidizing Agency in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal may, in accordance with USPAP, take into account the probability of obtaining a variance, special permit, or other zoning relief but it must *exclude* any value relating to the possible issuance of a Comprehensive Permit. In order for any appraisal to be deemed valid, the Subsidizing Agency must review the appraisal, and, after the resolution of any outstanding issues, if any, accept the contents of the appraisal.

Note that any transfers of ownership occurring between the time of Project Eligibility and cost certification shall not affect allowable land value, and any amount paid in excess of such value shall be allowable only to the extent that there is documented evidence that the services performed by the Seller would otherwise be includable in an allowable line item.

b. Exceptions

- (1) Upon written request of the Chief Executive Officer, the Subsidizing Agency may waive the appraisal requirement for proposed Projects of 20 units or less provided that the Developer submits satisfactory evidence, such as local tax assessment, limited appraisal, or opinion of value from a licensed real estate broker, that reasonably supports the acquisition cost. The purpose of such a waiver is to relieve the cost burden for smaller developments that are sponsored or supported by the local community where the reasonableness of the acquisition cost is not at issue.
- (2) In addition, if the full value of the land is assumed to be zero and the profit level is below that allowed by the applicable subsidy program, an appraisal is not required.

c. Determining Reasonable Carrying Costs

- (1) Reasonable Carrying Costs may not exceed 20% of the As-Is Market Value of the site unless the carrying period exceeds 24 months from the date of application for Project Eligibility. If the carrying period exceeds 24 months, the Subsidizing Agency shall have the discretion to determine what constitutes reasonable carrying costs. This carrying period shall terminate on the date that the documents for the construction loan are executed or when actual construction commences, whichever


Property Type(s): SF

Status: SLD Price: Between \$350,000 and \$450,000

Timeframe: TODAY - 6 MONTHS

Towns: Millis, MA

Single Family Listings



MLS #: 72660415
 8 Woodlawn Dr
 Millis, MA 02054
DOM: 24 DTO: 16
List \$/SqFt: \$289.65
Sold \$/SqFt: \$289.74

Status: SLD
Sale Price: \$350,000
Sold Date: 07/23/2020
Off Mkt: 06/15/2020

List Price: \$349,900
List Date: 05/22/2020
Taxes: 2019 \$5,163
HOA: No

Style: Attached - Ranch
Rooms: 6 **Beds: 3** **Baths: 1f 0h** **Master Bath:**
Garage: 0 **Parking: 4** **Fireplaces: 1** **Year Built: 1951**
Living Area: 1,208 SqFt
Acres: 0.21 (9,148 SqFt)

Remarks: Tastefully renovated with a close attention to detail. This home is located on great street conveniently off Rte.109. Hardwood flooring throughout the first level, full eat in kitchen with stainless appliances & granite counter-tops. Energy efficient solar panels - reduce your electrical costs...

List Office: Envision Real Estate (508) 455-0057
Sale Office: eXp Realty (888) 854-7493
List Agent: David P. DiCicco (617) 974-7542
Sale Agent: Thomas Stevens (617) 955-5116



MLS #: 72742961
 9 Woodlawn Drive
 Millis, MA 02054
DOM: 21 DTO: 6
List \$/SqFt: \$253.26
Sold \$/SqFt: \$266.28

Status: SLD
Sale Price: \$368,000
Sold Date: 12/04/2020
Off Mkt: 11/03/2020

List Price: \$350,000
List Date: 10/14/2020
Taxes: 2020 \$6,450
HOA:

Style: Detached - Cape
Rooms: 6 **Beds: 4** **Baths: 2f 0h** **Master Bath: No**
Garage: 0 **Parking: 4** **Fireplaces: 0** **Year Built: 1951**
Living Area: 1,382 SqFt
Acres: 0.28 (12,197 SqFt)

Remarks: Welcome home to this four bedroom, two full bath cape. Set on a nice level .28 acre lot this sun filled home offers an oversized living room as well as eat in kitchen and two bedrooms and full bath on the first floor. The second floor has two oversized bedrooms and a full bath. Hardwood flooring...

List Office: Coldwell Banker Realty - Westwood (781) 320-0550
Sale Office: Century 21 American Properties (508) 668-8800
List Agent: Alison Brown (508) 380-7280
Sale Agent: Mary Jane Lightbody (617) 827-9225



MLS #: 72688820
 79 Farm Street
 Millis, MA 02054
DOM: 10 DTO: 0
List \$/SqFt: \$267.58
Sold \$/SqFt: \$267.66


Status: SLD
Sale Price: \$360,000
Sold Date: 08/21/2020
Off Mkt: 07/16/2020

List Price: \$359,900
List Date: 07/10/2020
Taxes: 2020 \$6,809
HOA:

Style: Detached - Colonial
Rooms: 4 **Beds: 2** **Baths: 1f 0h** **Master Bath:**
Garage: 1 **Parking: 4** **Fireplaces: 1** **Year Built: 1930**
Living Area: 1,345 SqFt
Acres: 0.75 (32,670 SqFt)

Remarks: Well-kept home on a corner lot. You will want to spend a lot of time in the large enclosed front porch. Updated kitchen with tile floors and large walk in pantry for plenty of storage. Light filled front to back living room complete with built ins, hardwood floors and woodstove. Two good sized bedrooms...

List Office: RE/MAX Executive Realty (508) 520-9696
Sale Office: Rawding Realty (508) 341-5446
List Agent: Team Rice (508) 330-0281
Sale Agent: Michael Rawding (508) 341-5446



MLS #: 72711269 **Status: SLD** **List Price: \$375,000**
 2 Baltimore Street
 Millis, MA 02054 **List Date: 08/17/2020**
DOM: 47 DTO: 26 **Sale Price: \$375,000** **Taxes: 2020 \$5,605**
List \$/SqFt: \$312.50 **Sold Date: 10/21/2020** **HOA:**
Sold \$/SqFt: \$312.50 **Off Mkt: 10/09/2020**

Style: Detached - Multi-Level
Rooms: 6 **Beds: 3** **Baths: 1f 0h** **Master Bath:** **Living Area: 1,200 SqFt**
Garage: 1 **Parking: 4** **Fireplaces: 1** **Year Built: 1955** **Acres: 0.27 (11,761 SqFt)**

Remarks: This lovely home has wood flooring throughout and an inviting and bright living room featuring a bay window and fireplace.

List Office: Keller Williams Boston Metrowest (508) 877-6500 **List Agent:** Jodi Johnson Real Estate Group (508) 570-4667
Sale Office: Redfin Corp. (877) 973-3346 **Sale Agent:** Victoria Johnson (781) 249-7711



MLS #: 72660095 **Status: SLD** **List Price: \$390,000**
 10 Middlesex St
 Millis, MA 02054 **List Date: 05/21/2020**
DOM: 26 DTO: 11 **Sale Price: \$390,000** **Taxes: 2020 \$5,917**
List \$/SqFt: \$346.98 **Sold Date: 08/04/2020** **HOA:**
Sold \$/SqFt: \$346.98 **Off Mkt: 06/15/2020**

Style: Detached - Split Entry, Multi-Level
Rooms: 5 **Beds: 3** **Baths: 1f 0h** **Master Bath:** **Living Area: 1,124 SqFt**
Garage: 1 **Parking: 2** **Fireplaces: 1** **Year Built: 1956** **Acres: 0.65 (28,314 SqFt)**

Remarks: Newly remodeled multi-level home in highly sought after Millis. New kitchen and bath, with granite countertops and brand new stainless steel appliances. Beautiful hardwood floors. New windows and a 1-car garage make this a great value. Located in an area of more expensive homes. This is a nice home...

List Office: Cali Realty Group, Inc. (508) 259-9669 **List Agent:** Joseph Cali (508) 259-7311
Sale Office: Coldwell Banker Residential Brokerage - Ne... (781) 444-7400 **Sale Agent:** Karan Bazin (781) 742-4472



MLS #: 72668504 **Status: SLD** **List Price: \$420,000**
 28 Middlesex St
 Millis, MA 02054 **List Date: 06/05/2020**
DOM: 27 DTO: 13 **Sale Price: \$418,000** **Taxes: 2020 \$6,850**
List \$/SqFt: \$229.26 **Sold Date: 07/30/2020** **HOA: No**
Sold \$/SqFt: \$228.17 **Off Mkt: 07/01/2020**

Style: Detached - Contemporary, Split Entry
Rooms: 7 **Beds: 3** **Baths: 2f 1h** **Master Bath: Yes** **Living Area: 1,832 SqFt**
Garage: 0 **Parking: 8** **Fireplaces: 0** **Year Built: 1957** **Acres: 0.81 (35,284 SqFt)**

Remarks: Expansive contemporary split has so much to offer - A great home for entertaining and living the lifestyle you are looking for! This 3 bedroom 2 1/2 bath home welcomes you from the covered front porch into the first level. The sun drenched family room is the perfect place to relax with its cathedral...

List Office: Real Living Suburban Lifestyle Real Estate (508) 359-5300 **List Agent:** Tracy A. Davignon (617) 372-2147
Sale Office: Berkshire Hathaway HomeService... (508) 879-0555 Ext. 7805 **Sale Agent:** Margaret Chassie (508) 314-5195



MLS #: 72683151 **Status: SLD** **List Price: \$425,000**
 15 Clewes Road
 Millis, MA 02054 **List Date: 06/30/2020**
DOM: 21 DTO: 7 **Sale Price: \$425,000** **Taxes: 2020 \$8,269**
List \$/SqFt: \$190.84 **Sold Date: 08/17/2020** **HOA:**
Sold \$/SqFt: \$190.84 **Off Mkt: 07/20/2020**

Style: Detached - Cape
Rooms: 8 **Beds: 4** **Baths: 2f 0h** **Master Bath:** **Living Area: 2,227 SqFt**
Garage: 2 **Parking: 6** **Fireplaces: 1** **Year Built: 1963** **Acres: 0.38 (16,553 SqFt)**

Remarks: This property is being sold in "as-is" condition. A perfect way to get into Millis in a sought-after neighborhood.

List Office: Keller Williams Boston Metrowest (508) 877-6500 **List Agent:** Jodi Johnson Real Estate Group (508) 570-4667
Sale Office: Keller Williams Realty Boston South West (781) 251-2101 **Sale Agent:** Adina Colangelo (508) 272-9227



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MLS #: 72732722
 97 Exchange Street
 Millis, MA 02054
DOM: 17 DTO: 3
List \$/SqFt: \$218.63
Sold \$/SqFt: \$220.74

Status: SLD
Sale Price: \$430,000
Sold Date: 11/24/2020
Off Mkt: 10/11/2020

List Price: \$425,900
List Date: 09/25/2020
Taxes: 2020 \$7,334.99
HOA: No

Style: Detached - Colonial

Rooms: 8 Beds: 4 Baths: 2f 0h Master Bath: No Living Area: 1,948 SqFt
Garage: 0 Parking: 4 Fireplaces: 0 Year Built: 1915 Acres: 0.21 (9,115 SqFt)

Remarks: Welcome To Millis! This Well Maintained 4 Bedroom / 2 Bath Village Colonial Has Been Lovingly Updated Throughout The Years & Is Ready For Your Final Touches To Make It Feel Like Home! Enter Into a Spacious Foyer w/ Convenient First Floor Laundry Closet, Adjacent to Updated Eat-In Kitchen and Formal...

List Office: ERA Key Realty Services-Bay St... (508) 376-8200 Ext. 117
Sale Office: Coldwell Banker Realty - Framingham (508) 872-0084

List Agent: Jeffrey Germagian (508) 395-0778
Sale Agent: Brandon Strange (978) 835-0961



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MLS #: 72684796
 105 Irving
 Millis, MA 02054
DOM: 96 DTO: 4
List \$/SqFt: \$317.34
Sold \$/SqFt: \$323.25

Status: SLD
Sale Price: \$438,000
Sold Date: 08/20/2020
Off Mkt: 07/22/2020

List Price: \$430,000
List Date: 07/03/2020
Taxes: 2020 \$5,237.87
HOA: No

Style: Detached - Colonial, Cape

Rooms: 7 Beds: 3 Baths: 1f 1h Master Bath: No Living Area: 1,355 SqFt
Garage: 0 Parking: 4 Fireplaces: 0 Year Built: 1910 Acres: 0 (0.18 SqFt)

Remarks: PICTURES COMING SOON, Amazing Opportunity!!! Only thing to do is move in. This Completely Renovated Home! If you are down sizing or this is your first home. This beautiful open concept first floor living space with natural light filling each room is a perfect choice. White cabinets, granite...

List Office: Bel Air Properties (781) 407-9009
Sale Office: Keller Williams Realty (617) 969-9000

List Agent: Donna Rabb (781) 953-5353
Sale Agent: Wilson Group (781) 424-6286



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MLS #: 72743595
 320 Plain Street
 Millis, MA 02054
DOM: 26 DTO: 9
List \$/SqFt: \$287.83
Sold \$/SqFt: \$278.29

Status: SLD
Sale Price: \$423,000
Sold Date: 12/16/2020
Off Mkt: 11/09/2020

List Price: \$437,500
List Date: 10/15/2020
Taxes: 2020 \$6,821.42
HOA:

Style: Detached - Cape

Rooms: 7 Beds: 3 Baths: 1f 1h Master Bath: Living Area: 1,520 SqFt
Garage: 2 Parking: 4 Fireplaces: 0 Year Built: 1949 Acres: 0.32 (13,939 SqFt)

Remarks: Classic 4 Bedroom, 2 Bath Cape, Located Close To Downtown, Restaurants & Shopping. Home is Situated on a .32 Acre Wooded Corner Lot with Beautiful Front and Back Yard. Kitchen Features Updated Custom Cabinetry, New Flooring and Stainless Steel Appliances which Opens Into a Large Family Room with Access...

List Office: ERA Key Realty Services-Bay St... (508) 376-8200 Ext. 123
Sale Office: Berkshire Hathaway HomeServices Commonweal... (508) 435-6333

List Agent: Joleen Rose (508) 951-5909
Sale Agent: Meeghan Ford (508) 962-7864



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MLS #: 72713302
 258 Union Street
 Millis, MA 02054
DOM: 35 DTO: 22
List \$/SqFt: \$245.51
Sold \$/SqFt: \$245.51

Status: SLD
Sale Price: \$437,500
Sold Date: 10/26/2020
Off Mkt: 09/24/2020

List Price: \$437,500
List Date: 08/20/2020
Taxes: 2020 \$7,128
HOA:


Style: Detached - Colonial, Antique

Rooms: 9 Beds: 3 Baths: 2f 0h Master Bath: Living Area: 1,782 SqFt
Garage: 0 Parking: 4 Fireplaces: 0 Year Built: 1900 Acres: 1.6 (69,696 SqFt)

Remarks: Charming Village Colonial with spacious rooms on main level to include Living Room with refinished hardwood floors open to Dining Room with refinished hardwoods with charming built in cabinet. Huge Country Kitchen with center island and separate pantry. Main level full bath! Period staircase leads to...

List Office: Redfin Corp. (877) 973-3346
Sale Office: William Raveis R. E. & Home Se... (617) 731-7737 Ext. 168173

List Agent: Robin Spangenberg (508) 277-4144
Sale Agent: Helen Coen (617) 416-8173



MLS #: 72744042
102 Village Street
Millis, MA 02054
DOM: 18 DTO: 4
List \$/SqFt: \$399.09
Sold \$/SqFt: \$404.55

Status: SLD
List Price: \$439,000
List Date: 10/16/2020
Taxes: 2020 \$5,063.20
HOA: No

Sale Price: \$445,000
Sold Date: 12/02/2020
Off Mkt: 11/02/2020

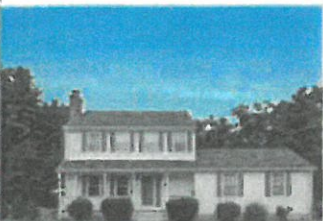
Style: Detached - Cape
Rooms: 7 **Beds: 2** **Baths: 1f 0h** **Master Bath: No**
Garage: 0 **Parking: 4** **Fireplaces: 0** **Year Built: 1931**

Living Area: 1,100 SqFt
Acres: 0.97 (42,253 SqFt)

Remarks: Welcome to Millis, one of MetroWest's most popular locations to call "HOME" - Look up the word "Renovation" and see this property... new two bedroom Septic, new floors, AC UNITS, roof, windows, insulation, walls, windows, 200 Amp Electrical, Kitchen all appliances, plumbing, yard, lawn, deck, recessed...

List Office: Berkshire Hathaway HomeServices Commonweal... (781) 237-8000
Sale Office: Donahue Real Estate Co. (781) 251-0080

List Agent: Steven Verdelli (617) 922-4714
Sale Agent: Marisa Podolski (617) 281-1786



MLS #: 72703066
13 Heritage Path
Millis, MA 02054
DOM: 17 DTO: 2
List \$/SqFt: \$250.51
Sold \$/SqFt: \$256.26

Status: SLD
List Price: \$439,900
List Date: 08/03/2020
Taxes: 2020 \$7,405
HOA: Yes \$50/mo

Sale Price: \$450,000
Sold Date: 09/29/2020
Off Mkt: 08/19/2020

Style: Detached - Colonial
Rooms: 8 **Beds: 3** **Baths: 1f 1h** **Master Bath:**
Garage: 1 **Parking: 3** **Fireplaces: 1** **Year Built: 1995**

Living Area: 1,756 SqFt
Acres: 0.14 (6,098 SqFt)

Remarks: Welcome home to this lovely 3 Bedroom Williams Model Colonial at the popular Village Green Neighborhood in the desirable town of Millis. A well maintained home in move-in condition. The Living Room features a wood burning fireplace and gleaming hardwood flooring that lead into the formal dining room...

List Office: Northeast Signature Properties... (800) 930-0907 Ext. 1
Sale Office: Coldwell Banker Realty - Framingham (508) 872-0084

List Agent: Jennifer McMahon (774) 210-0898
Sale Agent: Bobbie Fishman (508) 735-3612



MLS #: 72674921
9 Bow Street
Millis, MA 02054
DOM: 20 DTO: 6
List \$/SqFt: \$299.46
Sold \$/SqFt: \$302.93

Status: SLD
List Price: \$439,900
List Date: 06/16/2020
Taxes: 2019 \$6,820
HOA:

Sale Price: \$445,000
Sold Date: 08/10/2020
Off Mkt: 07/05/2020


Style: Detached - Cape
Rooms: 6 **Beds: 3** **Baths: 1f 1h** **Master Bath:**
Garage: 0 **Parking: 6** **Fireplaces: 1** **Year Built: 1956**

Living Area: 1,469 SqFt
Acres: 0.35 (15,246 SqFt)

Remarks: Meticulously maintained three bedroom cape on over 1/3 acre of beautifully landscaped property. Everything has been upgraded! Eat in kitchen features quartz countertops, tile back splash and SS appliances. Spacious living room with wood fireplace. Separate dining room for more formal gatherings. Two...

List Office: Realty Executives Boston West (508) 879-0660
Sale Office: Centre Realty Group (617) 332-0077

List Agent: Linda Mossman (508) 272-8824
Sale Agent: Thomas Slayton (617) 212-8104



MLS #: 72675011
46 Dover Road
Millis, MA 02054
DOM: 44 DTO: 10
List \$/SqFt: \$234.57
Sold \$/SqFt: \$226.80

Status: SLD
List Price: \$449,900
List Date: 06/16/2020
Taxes: 2020 \$8,092
HOA:

Sale Price: \$435,000
Sold Date: 08/21/2020
Off Mkt: 07/12/2020


Style: Attached - Colonial
Rooms: 8 **Beds: 4** **Baths: 2f 1h** **Master Bath:**
Garage: 1 **Parking: 3** **Fireplaces: 2** **Year Built: 1963**

Living Area: 1,918 SqFt
Acres: 0.65 (28,314 SqFt)

Remarks: Please come to see this beautiful home and make your dream house in Millis MA which is close to Medfield. Seller has updated some windows, cleaned carpets, open style kitchen, finish basement carpets, Cleaned all gutters, updated insulation through out and lot more. Enjoy 4+ bonus rooms, heated sun...

List Office: Keller Williams Realty (781) 828-4900
Sale Office: Citipoint Realty (781) 584-3623

List Agent: Maheshwar Pant (508) 254-3193
Sale Agent: Olasunkanmi O. Oladoja (857) 928-5082



MLS #: 72625224
 233 Plain St
 Millis, MA 02054
DOM: 226 DTO: 212
List \$/SqFt: \$209.16
Sold \$/SqFt: \$204.56

Status: SLD


List Price: \$449,900
List Date: 02/27/2020
Taxes: 2018 \$5,909
HOA:

Sale Price: \$440,000
Sold Date: 01/11/2021
Off Mkt: 12/20/2020

Style: Detached - Ranch
Rooms: 5 **Beds: 4** **Baths: 2f 0h** **Master Bath:**
Garage: 1 **Parking: 6** **Fireplaces: 0** **Year Built: 1960** **Living Area: 2,151 SqFt**
Acres: 0.62 (27,007 SqFt)

Remarks: Property is now back on the market following successful town sewer line connection. This is not a drive-by! Stunning renovation complete! This oversized ranch has a light and bright open concept floor plan, perfect for ease of living and entertaining. Kitchen boasts new custom cabinetry, appliances,...

List Office: Block Capital Realty LLC (781) 320-8102 **List Agent:** Block Capital Realty Team (781) 320-8102
Sale Office: Better Living Real Estate, LLC (781) 821-0105 **Sale Agent:** Susan Rossi (781) 603-5884



MLS #: 72728041
 39 Ross Ave
 Millis, MA 02054
DOM: 32-DTO: 17
List \$/SqFt: \$258.56
Sold \$/SqFt: \$258.62

Status: SLD

List Price: \$449,900
List Date: 09/17/2020
Taxes: 2020 \$6,264
HOA:

Sale Price: \$450,000
Sold Date: 11/13/2020
Off Mkt: 10/18/2020

Style: Detached - Colonial
Rooms: 6 **Beds: 3** **Baths: 1f 1h** **Master Bath: No** **Living Area: 1,740 SqFt**
Garage: 1 **Parking: 6** **Fireplaces: 1** **Year Built: 1988** **Acres: 0.18 (7,841 SqFt)**

Remarks: Charming, turn key, Colonial in prime location! Close proximity to shopping, restaurants, library and more! This cozy 3 bedroom Colonial has an at-home feeling once you go through the doors. The granite steps to front door open to spacious foyer. The fireplaced Family Room is open to the updated Kitchen...

List Office: Redfin Corp. (877) 973-3346 **List Agent:** Robin Spangenberg (508) 277-4144
Sale Office: Tullish & Clancy (781) 331-3232 Ext. 48 **Sale Agent:** Ann Forde (781) 901-1682

Single Family Listings: 17 Avg. Liv. Area SqFt: 1591.59 Avg. List \$: \$415,835 Avg. List \$/SqFt: \$271 Avg. DOM: 41.59 Avg. DTO: 21.65 Avg. Sale \$: \$416,441 Avg. Sale \$/SqFt: \$272

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Property Card: 1344 MAIN ST
Town of Millis, MA



Parcel Information	
Parcel ID: M_210097_878795 Vision ID: 1131 Owner: ROCHE'S BUILDING COMPANY INC Co-Owner: Mailing Address: 270 EXCHANGE ST MILLIS, MA 02054	Map: 22 Lot: 022 Use Description: Single Family Zone: I-P 2 Land Area in Acres: 1.4
Sale History	Assessed Value
Book: 30857 Page: 0529 Sale Date: 12/27/2012 Sale Price: \$256,000	Land: \$148,000 Buildings: \$149,200 Extra Bldg Features: \$2,100 Outbuildings: \$0 Total: \$299,300

Building Details: Building # 1		
	Model: Residential Living Area: 1078 Appr. Year Built: Style: Ranch Stories: 1 Occupancy: 1 No. Total Rooms: 5 No. Bedrooms: 3 No. Baths: 1 No. Half Baths: 0	Int Wall Desc 1: Drywall/Sheet Int Wall Desc 2: Ext Wall Desc 1: Clapboard Ext Wall Desc 2: Roof Cover: Asph/F Gls/Cmp Roof Structure: Gable/Hip Heat Type: Hot Water Heat Fuel: Oil A/C Type: None

Outbuildings & Extra Features		
Code:	Description:	Units:
FPL	FIREPLACE	1 UNITS

Sketch Areas			
Sub Area:	Effective Area:	Gross Area:	Living Area:
UBM: Basement, Unfinished	216	1078	0
BAS: First Floor	1078	1078	1078
FGR: Garage, Finished	109	312	0
FOP: Porch, Open, Finished	2	8	0



www.cai-tech.com

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FSP: Porch, Screen, Finished	20	80	0
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www.cai-tech.com

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21-062

CAPITAL PLANNING COMMITTEE

UPDATE BY CHAIR

Capital Planning Committee Report – May 2021

The Capital Planning Committee is pleased to present the Town with our capital planning report for May, 2021. The committee was established by bylaw in May of 2017 with the mandate of creating a long-term capital plan for the Town of Millis which could help citizens attain a more complete understanding of expenditures that the Town may need to undertake in coming years. The Committee has worked with the Select Board, Town Administrator, School, DPW, Police, Fire and other town departments to compile the information provided in this report.

Over the past year, the Capital Planning Committee has been able to meet virtually to quantify and prioritize the various capital needs of the Town. For those items considered, the Committee went through a process to rank the priorities for the various projects, which accounted such factors as public safety, integration with broader projects, and overall benefit to the Town. Based on this ranking, the committee then grouped the various capital items into three categories 1) highest priorities 2) medium priorities and 3) lower priorities.

A high-level breakdown of these items is shown in the table below:

	# of projects	Total estimated cost
Highest priorities	7	\$1,711,752
Medium priorities	5	264,867
Lower priorities	5	162,508
Total	17	\$2,139,127

High priorities include engineering studies to assess options for PFAS remediation, a replacement of one of the Town’s ambulances, special education vans, stormwater upgrades in the Village/Birch street area, and a state-mandated water systems emergency response plan. Medium priorities include a new police car, upgrades to kitchen equipment for the senior center and a replacement school bus.

It is noted that there are many capital needs that appear on the attached schedule that need to be deferred into the future when funding is available to proceed on these items.

Also included in this report is a schedule that summarizes the Town’s known long-term capital needs for the next 10-years and beyond that have been identified by the various departments. The intent of the Committee is to provide the citizens of Millis with as much transparency as possible to the evolving future capital needs of the town, and as you will see, they are significant, totaling approximately \$74.2 million, which is a significant increase from our 2020 report, which identified approximately \$54.6 million of projects. The roughly \$20 million increase is due to a number of placeholders that have been added to the list including the potential cost of a senior center, costs related to renovating the Lansing Millis building, and potential costs related to water treatment plant upgrades. The report breaks down the capital items into several categories, including Facilities, Public Safety, Public Works, Schools and other. The items are then subcategorized by department.

It should be noted that this long-term report does not represent a recommendation from the Committee to proceed with any particular capital item on the list, nor does it presume what source(s) of funding would be needed to proceed with these capital items. It should also be noted that this long-term report will be updated periodically as new capital needs are identified, or items are removed from

the list. The report will also be updated to reflect updated cost estimates for items as they become closer to reality.

The Committee had intended to hold a public meeting in advance of the Town Meeting to review the report with interested parties, but the current logistics related to social distancing and have made that impractical. We will look to hold a meeting at some point in the future once it is feasible to have a public gathering.

Since the Committee first compiled information on the Town's capital needs, we have refined the prioritization process, however, we recognize that there are areas that will need to be further developed within the capital planning process, and as such, the Committee expects that the long term capital plan and the annual recommendation process will evolve over time to meet the needs of the Board, other relevant committees, department heads, and most importantly, the citizens of the Town of Millis.

The members of the Committee have regularly scheduled meetings where the public is welcome to attend and ask any questions regarding this report and we look forward to working with all interested parties on this important initiative. We also note that the Committee currently has two positions open for additional members and would be happy to meet with any member of the community who might be interested in taking a seat on the Committee.

Respectfully submitted,

Town of Millis Capital Planning Committee

Jonathan Barry – Chair

Peter Berube

John Corcoran

James McCaffrey

Kerri Roche

Capital Planning Committee Priorities for June 2020 Town Warrant

Highest priorities			
Department	Description	Estimated Cost	Comment
DPW	PFAS Study - D'Angelis water treatment plan	\$197,900	Grant funding has been obtained to cover this cost
DPW	PFAS Study - Wells 3-6	255,600	
Fire	Ambulance Replacement	350,000	
School	2 Special education vans	103,500	
DPW	Water Systems Emergency Response Plan Update	30,000	
Town Administration	VMB Fire Alarm Replacement	63,024	
DPW	Village/Birch street stormwater upgrades	711,728	
	Subtotal	\$1,711,752	
Medium priorities			
Police	Cruiser (to replace car 44)	\$47,872	
Council on Aging	Kitchen update	25,000	
Assessor's office	IPad and software for assessor's office	18,595	
School	Apple computer lease	69,900	
School	Bus replacement	103,500	
	Subtotal	\$264,867	
Lower priorities			
School	Skid Steer	\$57,135	Recommend deferral to later date
COA	Handicapped Van	60,000	Recommend deferral to later date
Council on Aging	Flooring VMB Room 21	8,000	Recommend deferral to later date
COA	Vehicle	30,000	Recommend deferral to later date
Building department	Filing system	7,373	Recommend deferral to later date
	Subtotal	\$162,508	
Total		\$2,139,127	

Town of Millis

Capital Planning Committee

Summary of Capital Needs for FY 2022-2031

Row Labels	Sum of 2022	Sum of 2023	Sum of 2024	Sum of 2025	Sum of 2026	Sum of 2027	Sum of 2028	Sum of 2029	Sum of 2030	Sum of 2031	Sum of Indefinite	Sum of 10-Year total
Facilities	154,144	794,105	487,697	791,159	1,078,450	50,000	50,000	50,000	76,878	50,000	16,692,754	20,275,187
COA	8,000										7,525,000	7,533,000
DPW											500,000	500,000
Facilities												
Multi												
School		744,105	437,697	741,159	1,028,450				26,878		8,503,500	11,481,789
VMB	146,144	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	164,254	760,398
Other	198,970	40,000	43,000	50,000	25,000	25,000	25,000	75,000	25,000	25,000	9,195,000	9,726,970
Administration	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	275,000
Building Department	7,375							50,000				7,375
COA	85,000											135,000
Equipment	18,595											18,595
Fields											7,170,000	7,170,000
Lansing Millis											2,000,000	2,000,000
Library		15,000	18,000	25,000								58,000
Oak Grove	23,000											23,000
Town Clerk	40,000											40,000
Public Safety	541,072	803,990	500	266,350	380,500	204,450	190,500	486,480	82,495	500		2,956,837
Equipment	65,500	113,990	500	76,350	220,500	204,450	125,500	111,480	82,495	500		1,001,265
Vehicle	475,572	690,000		190,000	160,000		65,000	375,000				1,955,572
Public Works	3,138,582	2,982,254	2,982,255	2,734,517	2,478,976	2,506,878	2,574,882	2,487,993	2,397,000	1,855,000	10,116,444	36,254,781
Equipment	160,000			120,000						155,000	63,000	498,000
Infrastructure	2,967,582	2,930,254	2,930,255	2,544,517	2,478,976	2,481,878	2,484,882	2,487,993	2,397,000	1,700,000	9,903,444	35,306,781
Vehicle	11,000	52,000	52,000	70,000		25,000	90,000				150,000	450,000
Schools	256,035	676,594	411,058	361,712	462,272	473,824	477,208	417,830	781,586	594,536	125,000	5,037,655
Equipment	127,035	382,030	282,058	236,433	335,034	254,570	179,870	194,358	467,798	534,536	125,000	3,118,722
School	60,000	80,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000		620,000
Vehicle	69,000	214,564	69,000	65,280	67,238	159,254	237,338	163,472	253,788			1,298,933
Grand Total	4,288,803	5,296,943	3,924,510	4,203,738	4,425,198	3,260,152	3,317,590	3,517,303	3,362,960	2,525,036	36,129,198	74,251,430

Draft

21-063

APPROVAL OF WAIVER OF WATER/SEWER CONNECTION FEES
FOR DPW BUILDING PROJECT

To : Millis Select Board

From: Millis Permanent Building Committee

Date: March 18, 2021

RE: Water and Sewer Entrance/Connection Fees

The following is a request for the fees to be waived for Water and Sewer Entrance/Connection for new construction at:

7 Water Street

Staff Wing

Water \$2,670

Sewer \$4,095

Total: \$6,765

7 Water Street

Vehicle Wash Bay

Water \$2,670

Sewer \$4,095

Total \$6,795

21-064

REVIEW/APPROVAL OF LANSING MILLS

STABILIZATION PROPOSAL

Maureen Canesi

From: Jim McCaffrey
Sent: Friday, March 19, 2021 9:10 AM
To: Maureen Canesi; Mike Guzinski
Subject: Fwd: updated numbers

Please include this as well for the Lansing Millis Building item on our agenda.

Jim

Sent from my iPhone

Begin forwarded message:

From: Wayne Klocko <wklocko@millisma.gov>
Date: March 19, 2021 at 8:36:22 AM EDT
To: Jim McCaffrey <jmccaffrey@millisma.gov>
Cc: Kimberly Borst <kborst@millisma.gov>, "J. Larkin" <larki105@msn.com>, Richard Nichols <rnichols@millisma.gov>, Craig Schultze <Craig.Schultze@outlook.com>, Diane Jurmain <diane.jurmain@millisma.gov>, Robert Weiss <rweiss@millisma.gov>
Subject: FW: updated numbers

Jim,

Here's the updated estimate to stabilize the Lansing Millis building from the elements. As you can see, the architects combined the columns of costs for clarity, which caused the estimate to slightly change.

Let me know if you have any questions. I will be prepared to discuss at Monday's Select Board meeting.

Regards,

Wayne

From: Joseph Metrano <jmetrano@ssvarchitects.com>
Sent: Friday, March 19, 2021 7:53 AM
To: Kimberly Borst <kborst@millisma.gov>
Cc: Wayne Klocko <wklocko@millisma.gov>
Subject: RE: updated numbers

Strange. It doesn't read as corrupted on my end. Perhaps the problem was related to the email instead of the file itself. I've compressed re-exported the PDF from InDesign in hopes that it solves the problem.

Please let me know ASAP if there are any problems opening it.

Joe

From: Kimberly Borst <kborst@millisma.gov>
Sent: Friday, March 19, 2021 7:03 AM
To: Joseph Metrano <jmetrano@ssvarchitects.com>
Subject: Re: updated numbers

Thank you Joe. Unfortunately when I try to open the document it says web page unavailable. Wayne also had trouble. Would you be able to resend?
-Kim

From: Joseph Metrano <jmetrano@ssvarchitects.com>
Sent: Thursday, March 18, 2021 2:23 PM
To: Kimberly Borst <kborst@millisma.gov>
Subject: RE: updated numbers

Hi Kim,

Thanks for reminding me. I just ran through the cost estimate with Doug to resolve its issues. In discussing the document, we realized that the second column, originally called “permanent fix,” was more confusing than it was beneficial. As such, we have decided to remove that column from the document altogether, merging some of the dollar amounts with those originally in the “stabilization” column. This has in turn slightly increased the bottom line.

Understanding that the PBC wants to above all things ensure the well-being of this structure, we do feel that a baseline stabilization – that is, the bare minimum – should involve all measures identified on this cost estimate. Measures such as the replacement of asphalt and wood shingles at the rear elevation will need to be redone upon removal of the rear egress addition, but their condition warrants attention sooner than later. Most, however, will *not* have to be redone.

Following our discussion on Tuesday night, we also talked with Lynne regarding possible funding sources for the rehabilitation of this structure. It came to our attention that the Town of Millis has adopted the **Community Preservation Act**. Many of our projects receive funding from their local Community Preservation Commissions, and we feel that pursuing a grant through Millis CPC may at least fund an emergency stabilization. Another popular funding source for our clients is the **Massachusetts Preservation Projects Fund** (MPPF) through the Mass. Historical Commission. These grants are often smaller (generally amounting to \$50-60K) and require a 1:1 match from the Town, *which can be provided through CPC funds if the PBC decides to go that route*.

We regularly assist our clients in their efforts to pursue grants from public and private sources. In fact, we are currently in the process of assisting in the preparation of eight applications for MPPF Round 27, and have administered over 60 grants through that program. We’re also very familiar with Community Preservation, and have helped dozens of clients apply for CPC funding in their own communities.

Surely, a lot to think about!

Please relay this information to Wayne and the rest of the committee at your earliest convenience. And please feel free to call me with any questions: (508) 431-3439.

All best,
Joe

Joseph M. Metrano
Architectural Designer

Spencer, Sullivan & Vogt

ARCHITECTURE ▪ PRESERVATION

1 Thompson Square | Suite 504 | Charlestown, MA 02129-3308

ssvarchitects.com | 617.861.4291 x32

CURRENTLY AVAILABLE AT (508) 431-3439

From: Kimberly Borst <kborst@millisma.gov>

Sent: Thursday, March 18, 2021 12:36 PM

To: Joseph Metrano <jmetrano@ssvarchitects.com>

Subject: updated numbers

Hi Joe-

I apologize if you've already sent this to Wayne, but I'm trying to get ahold of what you presented at our meeting on Tuesday, the stabilization & longer term numbers for Lansing Millis with the pictures that you shared. I know you were going to make the changes to the columns, have you had a chance to do that? If so, would you mind sending to me?

Thank you,

Kim

<2021.03.16 - PBC Meeting REVISED.pdf>

LANSING MILLIS MEMORIAL BUILDING



PROJECT DESCRIPTION: Critical exterior repairs and replacements, intended to stabilize the building exterior and secure it against further water penetration and pests

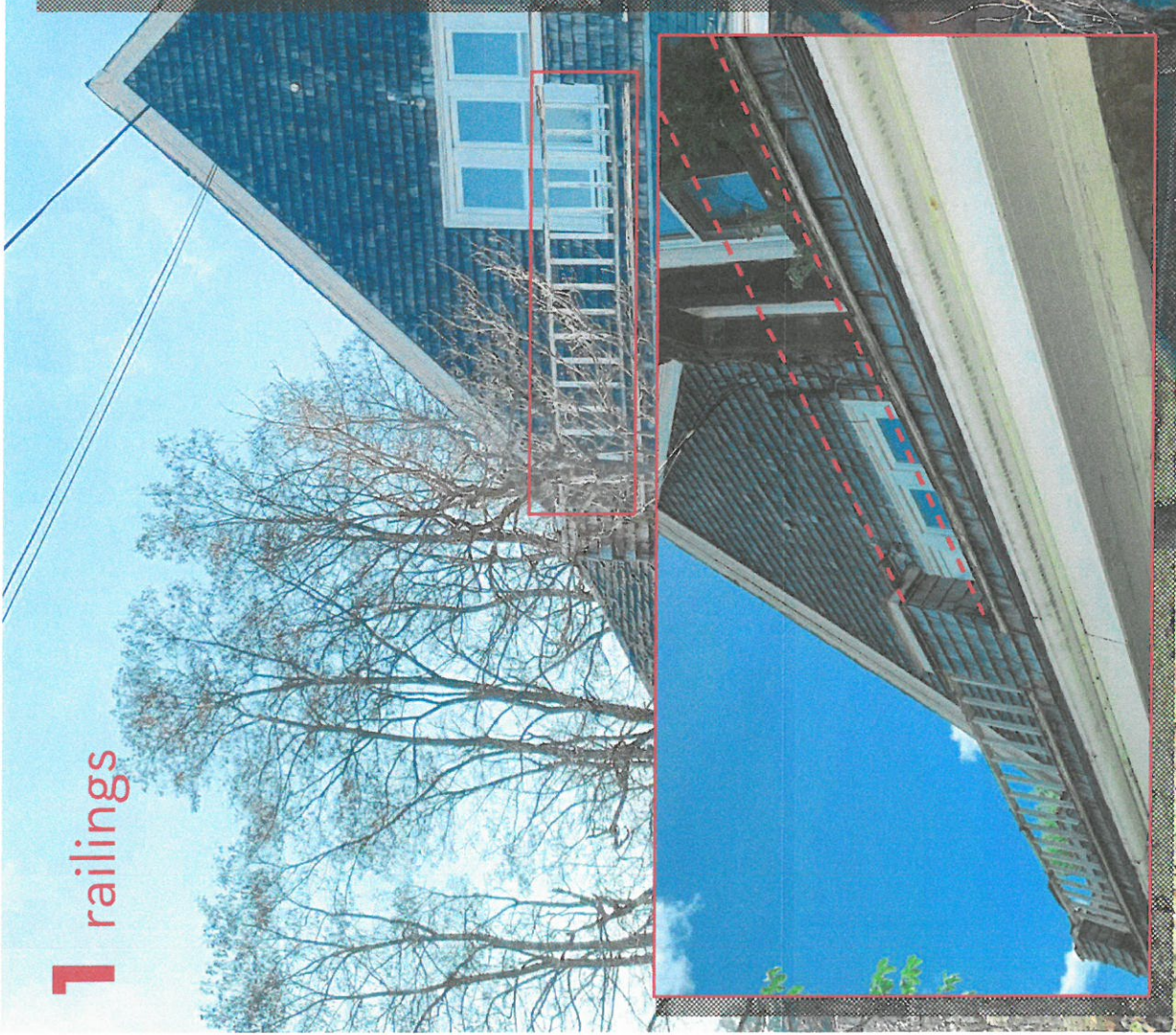
DIV. 01 - GENERAL REQUIREMENTS and GENERAL CONDITIONS	UNIT	QUAN	COST	STABILIZATION
Staging, disposal, etc.				\$20,000
SUBTOTAL				\$20,000
DIV. 02 - SITE CONSTRUCTION	UNIT	QUAN	COST	
Asbestos Abatement	LS	1	2000	\$2,000
SUBTOTAL				\$2,000
DIV. 06 - CARPENTRY	UNIT	QUAN	COST	
Replace missing second floor railings	LF	40	100	\$4,000
Replace deteriorated fascia and cornices (100%)	LF	322	100	\$32,200
Replace deteriorated soffit (40%)	LS	1	20000	\$20,000
Replace shingle siding	SF	718	30	\$21,540
SUBTOTAL				\$77,740
DIV. 07 - THERMAL AND MOISTURE PROTECTION	UNIT	QUAN	COST	
Replace roof with new shingles (~4182 SF)	SF	4182	15	\$62,730
Replace sheet metal flashings, gutters, and downspouts	LF	485	100	\$48,500
SUBTOTAL				\$111,230
SUBTOTAL				\$210,970
Overhead + Profit: @ 10%				\$21,097
SUBTOTAL				\$232,067
Payment + Performance Bonds: @ 1%				\$2,321
CONSTRUCTION COST SUBTOTAL				\$234,388
Construction Contingency: @ 20%				\$46,878
Design Contingency: @ 15%				\$35,158
Architecture/Engineering Fees 15%				\$47,464
PROJECT COST TOTAL				\$363,887

\$363,887



KEY DEFICIENCIES

1 railings



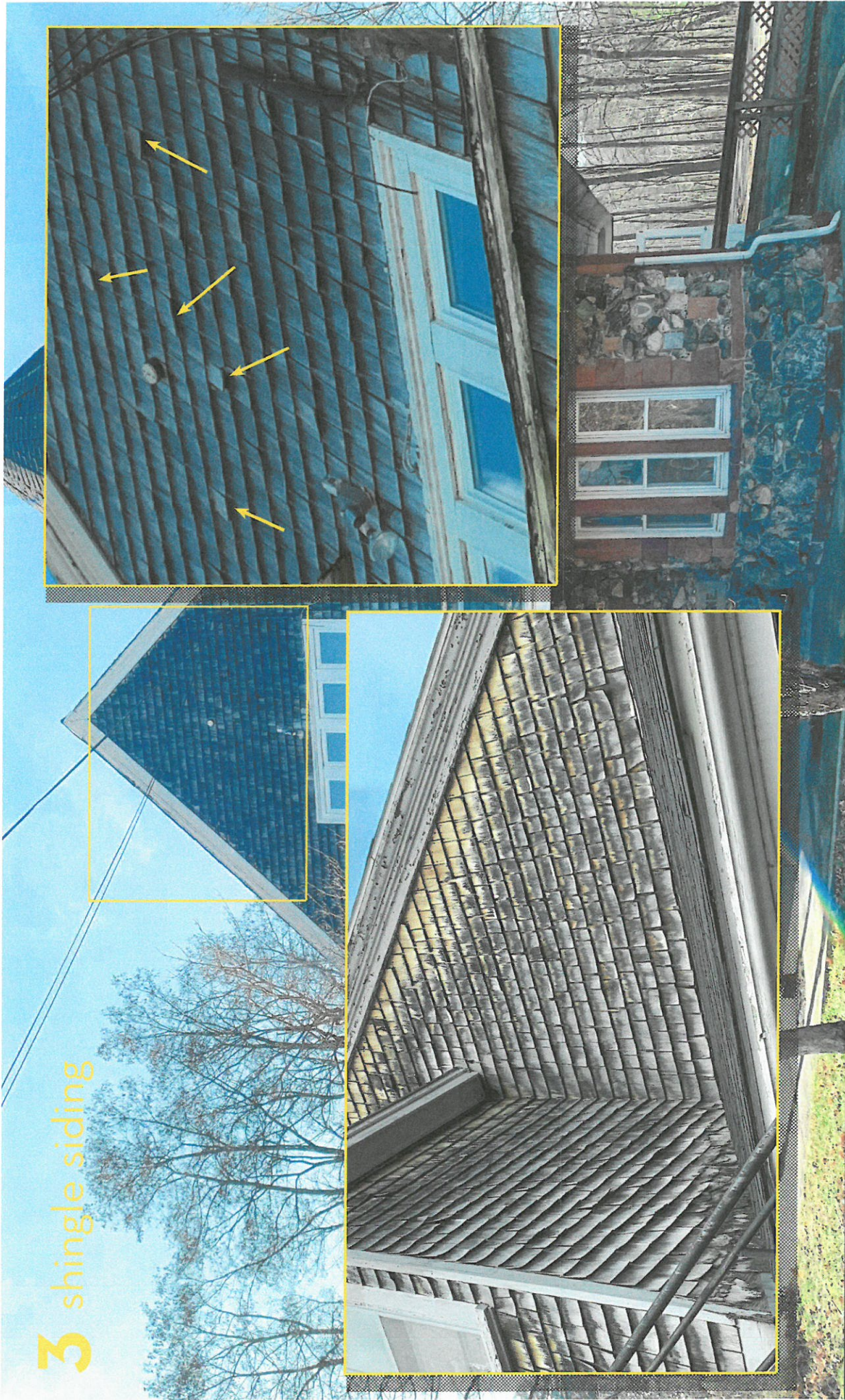
Spencer, Sullivan & Vogt
ARCHITECTURE + PRESERVATION

1000 North Main Street, Suite 100, Raleigh, NC 27601
704.771.1111 | www.ssv.com

2 cornices, fascias, and soffits



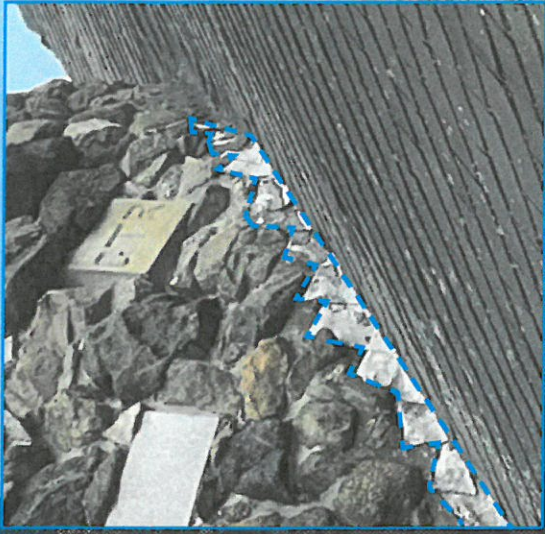
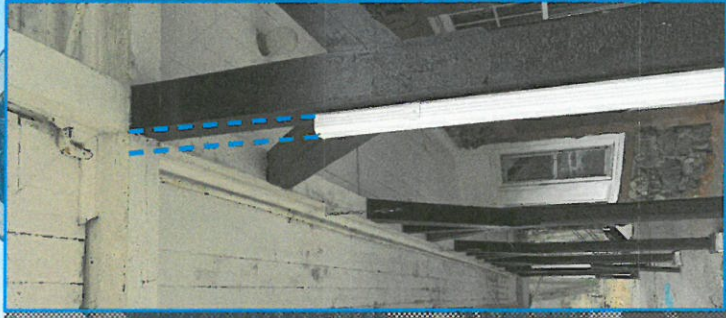
3 shingle siding



4 asphalt shingle roof



5 flashing, gutters, and downspouts



LANSING MILLIS MEMORIAL BUILDING



21-065

REVIEW PROPOSED LANGUAGE FOR SOLAR BYLAW



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

March 11, 2021

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

From: Richard Nichols, Chair 
Planning Board

Re: Proposed Zoning Bylaw Amendments/Article: **Section XXI. Large-Scale Ground-Mounted Solar Photovoltaic Installations**

At a regularly scheduled meeting of the Planning Board held on Tuesday, March 9, 2021, the Board discussed the proposed Zoning Bylaw Amendments for solar installations to be permitted in districts other than Industrial on agricultural/farmland, provided certain criteria are met, as described in the attached.

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

The Planning Board would like to hold a public hearing on these proposed amendments at their April 6, 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.

Proposed Amendments to Section XXI of the Millis Zoning By-Law
Large-Scale Ground-Mounted Solar Photovoltaic Installations

The following amendments (in **bold** below) are proposed to the current Millis Zoning By-Law:

1. Amend the definition of "Designated Location" in Section XXI.3 (Definitions):

Designated Location: The location(s) designated herein where Large-Scale Ground-Mounted Solar Photovoltaic Installations with a Rated Nameplate Capacity of 250 kW or more may be sited As-of-Right:

(a) in the I-P and I-P-2 Districts, as shown on the **Zoning Map of the Town of Millis, Massachusetts referenced in Section III.C of this Zoning By-Law, or**

(b) on any lot or grouping of contiguous lots that

(i) is at least 15 acres in total area and

(ii) consists of land

a. that is primarily and directly used for agricultural purposes as defined in M.G.L. c. 61A, § 1;

b. that is primarily and directly used for horticultural purposes as defined in M.G.L. c. 61A, § 2; or

c. where at least fifty percent (50%) of the total area of the lot or grouping of contiguous lots consists of important farmlands, including without limitation prime farmlands, unique farmland, and additional farmland of statewide importance, identified by the United States Department of Agriculture Natural Resources Conservation Service.

2. Add a new subsection XXI.9(d) to Section XXI.9 (Dimension and Density Requirements):

9. Dimension and Density Requirements:

The following dimensional and density requirements shall apply to all LGSPI.

Setbacks:

For large-scale ground-mounted solar photovoltaic installations, front, side and rear setbacks shall be as follows:

- (a) Front yard: The front yard depth shall be at least 40 feet; provided, however, that where the lot abuts a Conservation-Recreation or Residential district, the front yard shall not be less than 50 feet, and where the lot abuts a Residential District, the front yard shall provide a treed fifty foot (50') wide buffer from all Town roads and residential properties, except as provided in (d) below.**

- (b) Side yard: Each side yard shall have a depth at least 20 feet; provided, however, that where the lot abuts a Conservation-Recreation ~~or Residential~~ district, the side yard shall not be less than 50 feet, **and where the lot abuts a Residential District, the side yard shall provide a treed fifty foot (50') wide buffer from all Town roads and residential properties, except as provided in (d) below.**
- (c) Rear yard: The rear yard depth shall be at least 30 feet; provided, however, that where the lot abuts a Conservation-Recreation ~~or Residential~~ district, the rear yard shall not be less than 50 feet, **and where the lot abuts a Residential District, the rear yard shall provide a treed fifty foot (50') wide buffer from all Town roads and residential properties, except as provided in (d) below.**
- (d) **Subject to application for and receipt of a Special Permit, natural sight barriers (which shall include without limitation rivers, upland gradients, and any wetland setbacks required by the Millis Conservation Commission pursuant to applicable law) may be considered by the Planning Board as a basis for reducing the 50' treed buffer requirement of (a), (b) and (c) above.**

3. Amend Section V. Table 1. Use Regulations, Wholesale, Transportation & Industrial, #20 and add footnote 5 to Table 1 Notes:

Principal Uses	R-T	R-S	R-V	R-V-C	C-V	C-V-2	V-B	I-P	I-P-2
20. Large-Scale Ground-Mounted Solar Photovoltaic Installations with Rated Nameplate Capacity of 250 kW DC or more. (Added June 8, 2015)	N ⁽⁵⁾	N ⁽⁵⁾	N ⁽⁵⁾	N ⁽⁵⁾	N ⁽⁵⁾	N ⁽⁵⁾	N ⁽⁵⁾	P	P

**Table 1 Notes: (Amended May 13, 1985) (Amended June 14, 2010)
(Amended May 12, 2014)**

5. But see Section XXI where, under certain conditions, such solar facilities will be allowed in the district.

21-066

REVIEW PROPOSED LANGUAGE FOR CANNABIS DELIVERY

ZONING BYLAW

AND REFER TO PLANNING BOARD

**TOWN OF MILLIS
PLANNING BOARD
PUBLIC HEARING NOTICE**

The Town of Millis Planning Board will hold a remote public hearing pursuant to G. L. c. 40A, § 5, on Tuesday, April 6, 2021, at 7:50 p.m. via ZOOM platform. The agenda with login information will be posted on the Planning Board's webpage (<http://www.millisma.gov/planning-board>) 48 hours prior to the public hearing. The purpose of the public hearing is to provide interested parties with an opportunity to comment on proposed amendments to the Millis Zoning By-Laws as follows:

To see if the Town will vote to amend the Zoning Bylaw of the Town of Millis by making the following changes thereto, by deleting the text shown as strikethrough and inserting the italicized and emboldened text shown Section XIII, Special Permit Conditions, subsection V., Recreational Marijuana Establishments, 2. General Regulations, as follows:

2. General Regulations: Marijuana Establishments, ~~as defined~~ ***and limited to Marijuana Cultivators, Craft Marijuana Cooperatives, Marijuana Product Manufacturers, Marijuana Microbusinesses, Independent Testing Laboratories, Marijuana Retailers, Marijuana Transporters, Delivery Licensees (including Marijuana Couriers and Marijuana Delivery Operators) Marijuana Research Facilities, but expressly excluding Social Consumption Establishments, as each of those terms are defined*** in G.L. c., 940, § 1, and 935 CMR 500.000, may be permitted in the I-P-2 district pursuant to a Special Permit issued by the Planning Board, subject to the provisions of this Bylaw.

or to take any other action related thereto.

The complete text of the proposed amendments is on file at the office of the Town Clerk, Veterans' Memorial Building, 900 Main Street, Millis, and may be viewed on the Planning Board's web page at: <http://www.millisma.gov/planning-board>

THESE ARTICLES MAY NOT BE NUMBERED AS THEY WILL ULTIMATELY APPEAR IN THE WARRANT AT TOWN MEETING.

Richard Nichols
Chair

March 19, 2021
March 26, 2021

21-067

REVIEW/APPROVAL OF GASOLINE AND DIESEL PRICING



TOWN OF MILLIS

James McCaffrey, *Chair*
Pete Jurmain, *Vice-Chair*
Erin T. Underhill, *Clerk*
Michael J. Guzinski, *Town Administrator*

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

TO: Select Board

FROM: Robert Weiss, Energy Manager

DATE: March 22, 2021

RE: Motion to Purchase Gasoline and Diesel at Threshold Price

Millis traditionally purchases its gasoline and diesel fuels through a consortium of municipalities organized by Norfolk County. The fuels are purchased through a contract with the Global Montello Group.

This evening I will be explaining the proposed contract pricing for gasoline and diesel from the Norfolk County consortium. Because vehicle fuel prices can vary over a day or even a few hours, the prices I will quote you this evening could change tomorrow, before the contract is signed.

Therefore, when I appear before the Board this evening, I will ask you for a motion to approve a contract to purchase gasoline through the Norfolk County consortium at the price of \$ 2.56 per gallon with a window to allow for an increase of no more than \$0.05; and to purchase diesel fuel at the price of \$ 2.58 per gallon with a window to allow for an increase of no more than \$0.05. The contract would be in effect from September 1, 2021 through August 31, 2022.

Mr. Chairman, "I make a motion to approve a one-year contract to purchase gasoline through the Norfolk County consortium at the price of \$ 2.56 per gallon and diesel fuel at the price of \$ 2.58 per gallon with a window to allow for an increase of no more than \$0.05 per gallon. The contract would be in effect from September 1, 2021 until August 31, 2022."

21-068

REVIEW & APPROVAL OF SPECIAL LEGAL COUNSEL FOR **PFAS**



TOWN OF MILLIS

TO: Select Board

FROM: Michael Guzinski, Town Administrator

DATE: March 18, 2021

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

RE: Special Counsel for PFAS

As a result of the recent PFAS test results in several of the Town's wells, and in consultation with Town Counsel, we have reached out to the firm of Giarrusso Norton Cooley & McGlone, PC to provide a proposal to assist the Town in investigating and identifying the various parties that may be liable in relation to this contamination. This firm specializes in this type of work (see attached letter). We anticipate that the fees associated with this work would come from the Water Enterprise Fund. Attorney Connors from GNCM, and Attorney Talerman will be joining us during this part of the meeting to discuss this matter. I am recommending that the Board consider appointing this firm as Special Counsel for PFAS related matters.

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

Thank you.



Giarrusso Norton Cooley & McGlone, PC

TRIAL ATTORNEYS / MARINA BAY / 308 VICTORY ROAD / QUINCY, MA 02171 / WWW.GNCM.NET

CURTIS A. CONNORS

rel: (617) 770.2900
fax: (617) 773.6934
cconnors@gncm.net

February 24, 2021

Via Email

Jason R. Talerman, Esq.
Mead, Talerman & Costa, LLC
730 Main Street, Suite 1F
Millis, MA 02054
jay@mtclawyers.com

Michael Guzinski, Town Administrator
Town of Millis
900 Main Street, Room 220
Millis, MA 02054
mguzinski@millisma.gov

RE: Proposal to Provide Legal Services to the Town of Millis

Dear Attorney Talerman and Town Administrator Guzinski:

Giarrusso, Norton, Cooley & McGlone, PC (“GNCM”) is pleased to present this proposal to provide legal services to the Town of Millis in connection with the recent identification of PFAS contamination in its public water supply system (“PWS”). In particular, GNCM proposes to guide the Town through an investigation to identify parties that are potentially liable for the PFAS contamination and advise and represent the Town in connection with pursuing viable parties for recovery of the Town’s response costs incurred and to be incurred in addressing the contamination.

As discussed during our prior phone and Zoom conversations, GNCM is well-versed in the law of M.G.L. c. 21E (and the federal version, CERCLA) and pursuing liable parties for recovery of response costs under the statute and other potential claims. GNCM’s representation and litigation has involved prosecuting and defending Chapter 21E claims all the way up to the Massachusetts Supreme Judicial Court (*see Commonwealth v. Boston Edison Co.*, 444 Mass. 324 (2005), available at <https://caselaw.findlaw.com/ma-supreme-judicial-court/1051784.html>).

Further, we are familiar with many of the regulators and consultants already known to be involved in the Millis PFAS situation, including Mary Jude Pigsley and Jim McQuade of MassDEP Central Region. In addition to regularly advising and representing plaintiffs in cost recovery under M.G.L. c. 21E, GNCM also has experience advising clients in relation to landfill matters, should the Town seek such services.

Our vision of the representation at this stage would be an initial four to six month investigatory phase, during which we would guide and assist the Town in:

- Reviewing Town records regarding potential PFAS sources and historical releases
- Performing a focused review of MassDEP records in connection with identified properties and industries
- Researching the viability of target PRPs for seeking cost recovery of the \$3.5M-\$4.5M the Town currently anticipates incurring to replace the PWS
- Supporting Kleinfelder as needed in the design and installation process for the new PSW, and tracking associated costs
- Advising the Town of potential targets for cost recovery and potentially (strategy and budget dependent) drafting and issuing required demands under M.G.L. c. 21E, §4A. Working to resolve those cost recovery demands and/or litigating those claims would be an extension of the work proposed herein which GNCM would be ready to lead, but is not part of the suggested initial phase/budget.

GNCM proposes to perform the above work, utilizing primarily Senior Associate Attorney and Junior Associate Attorney expertise for cost efficiency at the following hourly rates:

- | | |
|---|-------|
| • Senior Associate (Curt Connors) | \$365 |
| • Junior Associate (Michael Campinell) | \$275 |
| • Senior Partner (Roy Giarrusso, as needed/requested) | \$485 |

For the Town's purposes in obtaining initial funding and support from Town Meeting, we believe that an initial budget of \$30,000-\$40,000 would be a reasonable estimate, subject to the Town's needs and the services it ultimately requests from GNCM. Typically, GNCM requires a retainer from new clients but would agree to waive that requirement for the Town, recognizing its municipal status and in deference to the Town's respected local counsel.

At this time, GNCM's proposal of legal services is limited to representing the Town in seeking recovery of response costs, but not pursuing property damages claims, given certain questions about the source and timing of historical other contamination (e.g. VOCs) in the Town's PWS.

We look forward to assisting the Town of Millis in addressing the PFAS contamination it faces. Please address any questions to Curt Connors at cconnors@gncm.net. We look forward to the Town's response. Thank you.

Respectfully,

/s/ Curtis A. Connors

Curtis A. Connors

21-069

ACCEPTANCE OF **CEP PFAS** DESIGN GRANT
& APPROVAL OF CONTRACT WITH KLEINFELDER



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

March 17, 2021

James J. McCaffrey, Chair
Town of Millis Select Board
900 Main Street
Millis, MA 02054

Re: PFAS Impacts Upon Municipalities

Dear Mr. McCaffrey,

Thank you for the Millis Select Board's letter concerning regulation of per and polyfluoroalkyl substances (PFAS) compounds in drinking water. The letter expresses concerns about the ability to meet the water demand for its residents, and the cost of addressing the issue so that the drinking water meets the health-based standards.

As the letter notes, the Commonwealth has established a drinking water standard of 20 parts per trillion for certain PFAS compounds in public water supplies and the standard was developed after significant stakeholder involvement and public comment. In promulgating the regulation, MassDEP prepared a [Technical Support Document](#) that provides the information about health risks raised in your letter; it also cites the source material underlying its risk-based analysis, including data from federal and other states' agencies. MassDEP presented some of this information at a Millis Select Board meeting in October and we continue to be available to discuss any further questions.

Even before the drinking water standard became effective, MassDEP offered free sampling for PFAS to any public water supplier that wanted to sample voluntarily. I commend the Town for taking advantage of this opportunity and for working proactively with MassDEP before levels of PFAS in the drinking water exceeded the proposed standard. The Town Administrator, Department of Public Works Superintendent, Chair of the Board of Health, and other members of Town government began meeting with MassDEP in April 2020 to discuss additional testing, available treatment technologies, and public outreach about the health effects of PFAS. In September, when sampling results showed PFAS levels at one of the Town's water treatment plants exceeding the proposed standard, the Town immediately removed those wells from service and they remain out of service.

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.
TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

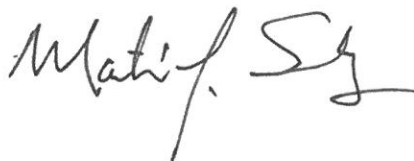
Printed on Recycled Paper

Your letter states that additional time is necessary to identify sources of PFAS contamination before the regulation should be implemented. In the case of Millis specifically, MassDEP has identified at least four entities that are potential sources of PFAS in the Town's public water supply wells. MassDEP is requiring investigations, including groundwater sampling, and has issued a Notice of Responsibility to one company for the public water supply contamination.

Finally, the Town raises concerns about the timing and cost of treatment of public water supplies for PFAS in Millis and other communities. The Administration has offered two rounds of grant funding to water systems for design of PFAS treatment, with \$1.9 million awarded in the first round to 10 systems throughout the state. MassDEP is pleased to be providing a grant of \$197,990 to support this work in Millis. The Commonwealth's Drinking Water State Revolving Fund, which provides low interest loans for municipal drinking water infrastructure, prioritizes PFAS remediation projects and offers zero percent loans. In addition, the Administration has secured \$20 million in new funding that is dedicated to supporting PFAS remediation projects with zero percent loans.

We remain committed to working with the Town by providing technical assistance and expediting permitting of treatment systems to address the contamination, and working to identify other potentially responsible parties who may be legally obligated to contribute to the costs of treatment. I, and MassDEP's Central Regional Office Director Mary Jude Pigsley, would be happy to meet with you at your convenience to further discuss any of the issues raised in your letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin Suuberg". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Martin Suuberg
Commissioner

Cc: Governor Baker
Lt Governor Polito
Secretar Theoharides
Senator Rausch
Representative Linsky
Representative Dooley



Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Kathleen A. Theoharides
Secretary

Martin Suuberg
Commissioner

Congratulations on receiving a PFAS Treatment Grant Round 2 from MassDEP!

These instructions will help you to complete the contracting process and prepare your invoices, to ensure that you receive your reimbursement or payment for work completed in a timely way.

PFAS Treatment Grant funds are for Reimbursement of eligible work completed, payment for new work that meets program eligibility criteria, or possibly a combination of both. Please follow this guidance about the documentation we need in each case.

In this package, you will find:

1. A Standard Contract form that has been pre-populated, with the exception of the ANTICIPATED START DATE
2. A CASL form
3. An EFT form
4. A Settlement and Release Form with instructions for completion (required only for reimbursement requests)

MassDEP is currently teleworking. Accordingly, the procedures for processing contracts and invoices have changed, as described below.

Please complete the attached forms, taking care to follow the instructions. Please sign and return **three (3) wet signature copies of the Standard Contract form, along with one copy of the remaining forms, to** either Earl Todd at 31 Elm St Norton, MA 02766 or Monica Vega at 25 Walnut St Saugus, MA 01906. Mailing to either address ensures that the materials do not get lost while the MassDEP office mailroom is without full staffing.

In order to expedite the processing of the contract, we ask that you ALSO send a scanned copy of your signed standard contract form and all of the associated forms, to:

Earl.Todd@mass.gov

and cc

Jane.Peirce@mass.gov

Monica.M.Vega@mass.gov

MassDEP will process the contract remotely using the scanned contract forms. A scanned copy of the signed contract will be sent back to you. When the MassDEP office reopens, the wet signature contract will be signed and dated using same day as the electronic copy. This fully executed, wet signature document will then be mailed to you.

I. If you are requesting reimbursement for eligible expenses:

1. Along with all of the other documents listed above, complete the Settlement and Release Form according to the instructions.

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

2. Provide receipts, invoices, or any other documentation to demonstrate payment for the eligible activities described in your application. Please include a spreadsheet that summarizes, in chronological order, the invoice payees, dates, and nature of the expenses you are submitting. Documentation that does not clearly tie to eligible work may not be accepted for reimbursement. Eligible work, as described in the PFAS Treatment Grant Program Opportunity, is:... *the preparation of plans and specifications for drinking water projects that remove PFAS6 contaminants to a level below 10 ppt, including planning, conducting pilot studies, performing pump tests, engineering and design activities, and permits.*

As outlined in the Grant Opportunity, eligible activities include

- *Design of new and upgraded drinking water treatment facilities to remove PFAS6 contaminants;*
- *Design incorporation of any other drinking water treatment that would impact the functionality of a PFAS6 removal systems (e.g., Mn and Fe removal as necessary to support PFAS6 treatment);*
- *Planning and design projects to replace PFAS6-contaminated drinking water sources;*
- *Engineering, design fees, and final designs to construct PFAS6 removal systems;*
- *Pilot studies to verify the most efficient means of achieving PFAS6 removal from a public water supply;*
- *MassDEP Drinking Water Permits for the final design.*

II. If you will be submitting future invoices for new work that is eligible under the guidelines, above:

For each invoice, submit

-Payment request on your letterhead, identifying the MMARS DOC ID from your contract (begins with CT EQE 5000.....), summarizing the expenses you are submitting. Provide sufficient detail to show that the expenses are eligible and consistent with the application submitted on July 10, 2020, to the PFAS Treatment Program, signed by the authorized signatory, AND

-Copies of backup for all the expenses you are submitting

Scan and submit this invoice package via email to Jane Peirce, PFAS Treatment Grant Coordinator, Jane.Peirce@mass.gov, with copies to Earl.Todd@mass.gov and Monica.M.Vega@mass.gov, for review and approval.

III. If you are requesting both (for reimbursement and planning to invoice for new work), follow the procedures outlined above for each part of your work.

If you have questions, contact Jane Peirce, PFAS Treatment Grant Round 2 Coordinator, Jane.Peirce@mass.gov .

NOTE: Funding for this program ENDS on June 30, 2021. You will have until mid-August to submit a Final Invoice, but the Final Invoice and backup MAY NOT reflect any costs incurred after June 30, 2021.



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

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

March 4, 2021

Mr. James McKay, Director
Millis Department of Public Works
900 Main St.
Millis MA 02054

Re: Award of Round 2 PFAS Treatment Grant, MassDEP Drinking Water Program

Dear Mr. McKay:

Congratulations! I am pleased to inform you that the Millis DPW will receive a Round 2 PFAS Treatment Grant in the amount of \$197,990 from the Massachusetts Department of Environmental Protection's Drinking Water Program.

PFAS (per-and poly-fluoroalkyl substances) are emerging contaminants of national concern that are known to have widespread health effects. The Massachusetts legislature has provided this funding to assist you in your efforts to remove PFAS contaminants from your community's drinking water.

Your efforts to provide clean and safe drinking water are much appreciated, and we are happy to be able to support you in this endeavor. Thank you for participating in the PFAS Treatment Grant Program.

Shortly, you will receive further instructions and contract information from the Massachusetts Department of Environmental Protection's Drinking Water Program. Please feel free to contact Jane Peirce, PFAS Treatment Grant Coordinator by email: (jane.peirce@mass.gov), if you have any immediate questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Charles Baker".

Governor Charles D. Baker

A handwritten signature in blue ink that reads "Karyn E. Polito".

Lt. Governor Karyn E. Polito

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



CONTRACTOR LEGAL NAME : Town of Millis
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191887

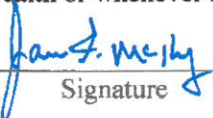
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
James F. McKay	Director of Public Works

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.



Signature

Date: 3/17/2021

Title: Director of Public Works

Telephone: 508-376-5424

Fax: 508-376-2442

Email: jmckay@millisma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May 2004



CONTRACTOR LEGAL NAME : Town of Millis
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191887

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): James F. McKay

Title: Director of Public Works

X James F. McKay
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Susan K. Vara (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

March 17th, 20 21.

My commission expires on:



SUSAN K. VARA
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
March 14, 2025

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions](#) and [Contractor Certifications](#), the [Commonwealth Terms and Conditions](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Millis (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Environmental Protection MMARS Department Code: EQE	
Legal Address: (W-9, W-4): 900 Main St Millis, MA 02054		Business Mailing Address: One Winter St 5 th Floor Boston, MA. 02108	
Contract Manager: James McKay	Phone: 508 376 5424	Billing Address (if different):	
E-Mail: jmckay@millisma.net	Fax:	Contract Manager: Yvette DePeiza	Phone: 617-292-5857
Contractor Vendor Code: VC6000191887		E-Mail: Yvette.DePeiza@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-EQE-5000-TOWNOFMILLISDPWFAS2	
		RFR/Procurement or Other ID Number: BD-21-1045-BWR00-BWR01-56381	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20 ____, Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>197,990.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>0</u> % PPD; Payment issued within 15 days <u>0</u> % PPD; Payment issued within 20 days <u>0</u> % PPD; Payment issued within 30 days <u>0</u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) To provide grant funds or reimbursement to PFAS impacted communities served by Community and Non-Transient Non-Community (NTNC) MassDEP registered Public Water Systems.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30</u> , 20 <u>21</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>James F. McKay</u> , Date: <u>3/17/2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>James F. McKay</u> Print Title: <u>Dir. DPW</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TOWN OF MILLIS

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions.
900 MAIN STREET

6 City, state, and ZIP code
MILLIS, MA 02054

7 List account number(s) here (optional)

8 Requester's name and address (optional)

MUNICIPALITY

See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
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OR

Employer identification number

0	4	-	6	0	0	1	2	2	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 3/1/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



March 18, 2021

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

RE: Proposal for Engineering Services: PFAS Treatment Grant, Wells 1 & 2 – Piloting and 30% Design

Dear Mr. McKay:

Thank you for the opportunity to submit this proposal for piloting and preliminary design of PFAS treatment for Wells 1 and 2 for the Town of Millis Department of Public Works.

BACKGROUND AND PURPOSE

A portion of the Town of Millis's drinking water system was recently found to be impacted by six per- and poly-fluoroalkyl substances (PFAS6) at combined levels over the new 20 nanograms per liter (ng/L) Maximum Contaminant Level (MCL) for PFAS6. Millis, with Kleinfelder's assistance, applied for, and was awarded funding under the MassDEP's PFAS Treatment Grant Program. The funding will be used for pilot testing, and 30% design for treatment to reduce PFAS6 to below detectable levels at the Millis D'Angelis Water Treatment Plant. The D'Angelis Treatment Plant serves Well 1 and Well 2 and is currently offline due to PFAS6 detected slightly above 20 ng/L in the blended water from the wells. It is particularly critical to install treatment at the D'Angelis WTP because PFAS6 has been detected in every Millis well, with Well 3 also exhibiting concentrations consistently over 10 ng/L.

Kleinfelder and Millis's Department of Public Works (Client) have been working closely together to evaluate the extent of the PFAS6 impact on its public wells, and on providing the public with frequent updates on the Town's progress to address it. The following Scope of Services was included in the PFAS Treatment Grant Application submitted to and approved by MassDEP. While the Grant does not provide sufficient funding to fully design a new treatment facility to remove PFAS, it will allow the project to proceed through water treatment piloting and 30% design.

PROPOSED SCOPE OF SERVICES

Kleinfelder proposes to provide the following engineering services:

Task 1 – Existing Conditions / Feasibility Evaluation

- A. Existing Conditions: Kleinfelder will review and document the existing facility and site existing conditions and constraints by:
- Reviewing water supply and pumping records,
 - Evaluating trends of recent and historic water quality data and watershed land use;
 - Retaining a licensed surveyor to conduct supplemental site topographic /property boundary survey;
 - Assessing and documenting existing facility condition and treatment processes;
 - Assessing and documenting existing facility power load, feed and telemetry;
 - Performing an environmental site data review; and
 - Conducting geotechnical and environmental site sampling (assume 1 day of borings).
- B. Establish Design Basis from the following parameters:
- Flow and preliminary hydraulics
 - Site constraints
 - Water quality trends / watershed influences on future quality
 - Regulations – current, anticipated
 - Water quality treatment goals
 - Treatment technology sizing
- C. Design of Pilot Test and Prepare Pilot Test Proposal for MassDEP approval
- Design pilot testing and prepare a Pilot Test Proposal and BRPWS21D application for MassDEP approval. The proposal will include an overview of historical water quality data, description of pilot testing procedures, and sampling schedule.
 - Kleinfelder will facilitate a pre-application meeting with Client and MassDEP to discuss the proposed protocol.
 - Based on current information, the pilot is expected to consist of piloting two types of Granular Activated Carbon (GAC) filtration media.

Task 2 - Pilot Testing and Pilot Report

Upon receipt of approval from MassDEP, Kleinfelder will:

- Coordinate with our piloting subcontractor (Blueleaf, Incorporated) and Client for setup of pilot equipment. Site requirements to be provided by Client are expected to consist of the following:
 - Access to the site at all times during pilot operations.
 - A location to install pilot filters within the existing facility.
 - Two 120V, 20Amp outlets to power the pilot processes.
 - A ¾-1" connection at the finished water source.
 - Supply must be available 24 hours per day and pumped at a minimum of 50% of capacity.
 - A suitable location to discharge treated effluent water of approximately 5 gpm.
- Blueleaf will perform pilot testing (expected 10 day duration) for granular activated carbon using two media types.

- Blueleaf will collect all field and laboratory samples and prepare a summary report.
- Kleinfelder will prepare Pilot Test Report for MassDEP approval summarizing the pilot results and providing design recommendations.

Task 3 - Preliminary Design (30%)

Kleinfelder will prepare a 30% design by completing the following subtasks:

- A. Conceptual Design of Major Facility components
 - GAC equipment sizing
 - Process Flow diagrams
 - Residuals management
 - Building layout and materials (2 material alternatives and costs per square ft)
 - HVAC requirements
 - Electrical load / requirements and one-line diagram
 - Telecommunications requirements
- B. Identification of required Permits , Operator licenses
- C. Cost & Schedule
 - AACE Level 5 Capital Construction Cost estimate
 - O&M estimate
 - Engineering Services estimate for final design & construction phase services
 - Identification of Funding Sources
 - Schedule, Milestones for Funding
- D. Preliminary Design Report - Draft and Final Report
 - Kleinfelder will prepare a 30% Preliminary Design Report which includes the final design criteria, preliminary drawings, and written descriptions of the project components including chemical feed and unit treatment processes to be utilized and how the facility will achieve regulatory compliance with current and known future requirements. Cost estimates and schedules will be included.

Task 4 - Meetings & Presentations

- 3 meetings with DPW (1 kickoff, 2 progress)
- One presentation to Select Board (Water Commissioners)

EXCLUSIONS AND ASSUMPTIONS

- Millis will provide Kleinfelder with required reports and data as needed.
- Millis will provide water operations staff and management time for interviews and assistance with site visits and piloting setup as described above.
- Millis will provide adequate power, water, etc for piloting contractor as described above.
- Any other services not described above are excluded.
-

FEE ESTIMATE

Kleinfelder proposes to complete these services for a lump sum fee by task not to exceed the breakdown as shown below. This is equivalent to the fee proposed in the awarded Grant Application:

Task	Approx. Labor Hours	Engineering Labor Fee	Subconsultants* & Expenses	Total
1 -Existing Conditions	231	\$ 34,165	\$ 22,210	\$ 56,375
2- Pilot Testing	18	\$ 2,505	\$ 73,500	\$ 76,005
3- 30% Design, PDR, Cost Estimate	372	\$ 48,368	\$ 8,460	\$ 56,828
4- Meetings and Presentations	48	\$ 8,562	\$ 220	\$ 8,782
Total	669	\$ 93,600	\$ 104,390	\$ 197,990

SCHEDULE

Kleinfelder will commence work under this Agreement immediately upon receipt of an executed copy of the Agreement and the Town receives Notice to Proceed from MassDEP (whichever is later) 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, with the intention of completing the work by July 1, 2021. Please note the timely execution of this scope of services depends in part on the Millis providing detailed information to Kleinfelder, and upon timely approval of submittals by MassDEP.

Thank you for the opportunity to be of service to Millis. If you have any questions, please feel free to contact me at 617-498-4778 or kryan@kleinfelder.com.

Respectfully Yours,

KLEINFELDER



Kirsten Ryan, PG
Senior Project Manager

cc: Betsy Frederick, Client Service Manager
File

OWNER-ENGINEER AGREEMENT

THIS AGREEMENT made this **22nd day of March** 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 “PFAS Treatment Grant, Wells 1 & 2 – Piloting and Preliminary Design”. 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 by task basis as provided in Attachment A.
3. Commencement and Completion of Work
 - A. The Engineer shall commence and prosecute the work under this Agreement upon execution hereof and shall perform the work as expeditiously as possible through completion.
 - B. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
 - C. 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 fully 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 NORTHEAST, INC.

TOWN OF MILLIS

By: 
Name: Kirsten N. Ryan
Title: Project Manager

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

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 or 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

21-070

DISCUSS 61A PROPERTY AT VILLAGE STREET

21-071

OPEN ANNUAL TOWN MEETING WARRANT & DISCUSS ARTICLES



TOWN OF MILLIS

TO: Select Board

FROM: Michael Guzinski, Town Administrator

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

DATE: March 18, 2021

RE: First Draft of Spring Annual Town Meeting Warrant

I've attached the first draft of the Spring Annual Town Meeting Warrant. As you'll see, there are a number of articles that are not yet completed. In addition, there are several articles that I'm recommending be removed or folded into other articles. I will discuss this issue in detail at your meeting on Monday evening.

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

Thank you.

DRAFT

3-19-21



May 1, 2021

**ANNUAL
TOWN MEETING WARRANT**

**TOWN OF MILLIS
COMMONWEALTH OF MASSACHUSETTS**

NORFOLK, SS.

GREETING:

To either of the Constables of the Town of Millis in said county, in the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Millis qualified to vote in elections and in town affairs, to meet on **Saturday, the first day of May, AD 2021 at 12:00 p.m.** in the Middle-Senior High School **parking lot** located at 245 Plain Street in said Millis:

**FOR THE BUSINESS MEETING, THEN AND THERE,
TO ACT ON THE FOLLOWING ARTICLES, VIZ**

SPRING 2021 TOWN MEETING ARTICLE LIST

1. Unpaid Bills
2. FY21 Additional Wages and Expenses
3. FY22 Operating Budget
4. SEIU #888 & Firefighters Local #4704 Contract Ratifications*
5. Sewer Enterprise Fund
6. Water Enterprise Fund
7. Stormwater Enterprise Fund
8. Consent Agenda:
 - Amendments to Personnel Plan
 - Board of Health Appointing Authority
 - Revolving Funds
 - Community Preservation Fund
9. Community Preservation Historic Resource Reserve Fund – Phase II Walling Map Rehab
10. Community Preservation Open Space/Recreation Reserve Fund – MHS Dugout Project
11. Independent Annual Audit
12. FY22 Personal Property Interim Year Inspections (BOA)
13. FY23 Recertification Process (BOA)
14. Capital Items
 - Previously Approved Bus Lease - Years 4/5*
 - Previously Approved Computer Lease – Years 2/3*
 - PFAS Treatment Design
 - Update Emergency Response Plan
15. Tree Pruning/Removal (DPW Budget?)
16. Road Maintenance/Repair (DPW Budget?)
17. New Computer Lease – Year One*
18. Design/Construction of Drainage Rehab at Village Street and Birch Street
19. 61A Purchase – Braun Property/Village Street
20. Street Acceptance – Hickory Hills Subdivision– **Recommend to be Removed**

21. Zoning Bylaw Amendment – Performance Based Solar Ordinance
22. Zoning Bylaw Amendment – Parking Dimensions
23. Zoning Bylaw Amendment - Compact Car Parking
24. Zoning Bylaw Amendment – Cannabis Delivery*
25. Town Bylaw Addition – Waiver of Town Building Project Permit Fees
26. Town Bylaw Amendment – Sewer
27. Authorize the Sale of Town Land – Acorn Street
28. PILOT Agreement – CFB Solar *
29. Medicare/Medicaid Reimbursement Services
30. Unemployment Insurance Fund
31. OPEB Fund
32. Stabilization Fund

*unofficial article – SB will consider at future meeting

TOWN OF MILLIS

May 1, 2021 SPRING ANNUAL TOWN MEETING WARRANT

ARTICLE 1. To see if the Town will vote to transfer from available funds or by transfer from the Stabilization Fund, a sum of **\$xxxx.xx** to pay the following **unpaid bills** incurred by Town departments from previous fiscal year(s), or take any other action in relation thereto.

Department	\$xxxx.xx	Bill
Department	\$xxxx.xx	Bill
Department	\$xxxx.xx	Bill

(Submitted by The Select Board)

4/5ths majority

ARTICLE 2. To see if the Town will vote to transfer from available funds, or by transfer from the Stabilization Fund, a sum of money for **additional wages or expenses** not sufficiently funded under Article 4, Operating Budget, of the June 29, 2020 Annual Town Meeting, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 3. To see if the Town will vote to fix the compensation of elected officers, provide for a reserve fund, and determine what sums of money the Town will raise and appropriate, including appropriations from taxation, by transfer from available funds, and/or the Stabilization Fund to **defray charges and expenses to the Town, including debt and interest, and a reserve fund**, for the fiscal year beginning July 1, 2021, or take any other action in relation thereto.

(Submitted by The Select Board)

2/3 majority if stabilization funds used

ARTICLE 4. To see if the Town will vote to raise and appropriate or transfer from available funds or transfer from the Stabilization Fund a sum of money to fund the estimated first-year cost items contained in the contracts between the **Town of Millis and SEIU Local 888 and Town of Millis and Professional Firefighters of Millis Local #4704** both to be effective July 1, 2021, or take any other action in relation thereto.

(Submitted by The Select Board) *Simple majority*

ARTICLE 5. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to **operate the sewer enterprise fund beginning July 1, 2021**, including a reserve fund, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 6. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to **operate the water enterprise fund beginning July 1, 2021**, including a reserve fund, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 7. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to **operate the stormwater enterprise fund beginning July 1, 2021**, including a reserve fund, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

CONSENT ARTICLE 8. To see if the Town will vote the following consent articles:

1. To see if the Town will vote to adopt **amendments to Schedule A-Salary Plan of the Town of Millis Personnel Plan** effective July 1, 2021, as shown in the FY22 Finance Committee Report, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

2. To see if the Town will vote in accordance with M.G.L., Chapter 41, section 4A, and Chapter 268A, to authorize the **Board of Health to appoint any of its members to another town office or position for which it has appointing authority**, for the term provided by law, if any, otherwise for a term not exceeding one year, and fix the salary of such appointee, notwithstanding the provision of M.G.L. Chapter 41, Section 108, or act in any manner in relation thereto.

(Submitted by the Board of Health)

Simple majority

3. To see if the Town will vote pursuant to the provisions of M.G.L. Chapter 44, Section 53E½, to establish the following fiscal year spending limit for the Town's established revolving funds for Fiscal year 2022:

AUTHORIZED REVOLVING FUNDS	FISCAL YEAR EXP. LIMIT
Oak Grove Farm Maintenance Fund	\$ 35,000.00
Animal Control Shelter Fund	\$ 3,000.00
Fire Alarm Fund	\$ 10,000.00
Historical Commission Fund	\$ 12,000.00
Ambulance Department Fund	\$ 20,000.00
Council on Aging Transportation Fund	\$ 5,000.00
VMB Custodial/Maintenance Fund	\$ 6,000.00
School Food Service Fund	\$ 360,000.00
School Transportation Fund	\$ 500,000.00
Stormwater Management Fund	\$ 10,000.00
BOH Medical Servs./Vaccination Fund	\$ 20,000.00
BOH Rabies Clinic/Program Fund	\$ 2,500.00
School Athletic Fields Fund	\$ 35,000.00
School Extracurricular Fund	\$ 8,000.00
Library Special Use Fund	\$ 10,000.00
Recreation Fund	\$ 200,000.00
Tobacco Control Program	\$ 1,000.00

(Submitted by The Select Board)

Simple majority

4. To see if the Town will vote to raise and appropriate a sum of money or reserve a sum of money from the **Community Preservation Fund**, for the Historic Resources Reserve, the Community Housing Reserve, the Open Space Reserve,

or the Budgeted Reserve from annual revenues in the amounts recommended by the Community Preservation Committee for administrative expenses, community preservation projects and/or other expenses in fiscal year 2022, with each item to be considered a separate appropriation or act in any manner in relation thereto.

Appropriations:

From 2022 estimated revenues for Committee Administrative Expenses	\$12,549.00
(To be divided equally: \$6,274.50 CPC Salary Account: \$6,274.50 CPC Expenses)	
From Undesignated Fund Balance for Long Term Debt- Principal	\$20,000.00
From Undesignated Fund Balance for Long Term Debt- Interest	\$ 9,950.00

Reserves:

From FY2022 estimated revenues for Historic Resources Reserve	\$25,098.00
From FY2022 estimated revenues for Community Housing Reserve	\$25,098.00
From FY2022 estimated revenues for Open Space Reserve	\$25,098.00
From FY2022 estimated revenues for Budgeted Reserve	\$80,000.00

(Submitted by the Community Preservation Committee)

Simple majority

ARTICLE 9. To see if the Town will vote to appropriate a sum of money from the Community Preservation Historic Resource Reserve Fund for the Preservation & **Rehabilitation of the Henry F. Walling Map Phase II**, or take any other action in relation thereto.

(Submitted by the Community Preservation Committee)

Simple majority

ARTICLE 10. To see if the Town will vote to appropriate a sum of money from the Community Preservation Open Space/Recreation Resource Reserve Fund for the **Millis High School Dugout Project**, or take any other action in relation thereto.

(Submitted by the Community Preservation Committee)

Simple majority

ARTICLE 11. To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money for **an independent audit** of all accounts of all departments of the Town, or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 12. To see if the Town will vote to appropriate and raise by taxation, by transfer from available funds, or by transfer from the stabilization fund, the sum of \$15,600.00 for Fiscal Year 2022 Personal Property interim year inspections and Real Estate interim year revaluations, or act in any manner relating thereto.

(Submitted by Board of Assessors)

2/3 majority if stabilization funds used

ARTICLE 13. To see if the Town will vote to... FY23 Recertification Process or act in any manner relating thereto.

ARTICLE 14. To see if the Town will vote to raise and appropriate or transfer from available funds, by transfer from the Stabilization Fund, or by borrowing the sum of **\$xxxx** to fund the following capital items:

<u>Department</u>	<u>Capital Item</u>	<u>Amount</u>
??????	????????????????????????????	\$ xx,xxx
??????	????????????????????????????	\$ xx,xxx
??????	????????????????????????????	\$ xx,xxx
	Total	\$ xxx,xxx

Or take any other action in relation thereto.

(Submitted by The Select Board)

2/3 majority if stabilization funds or borrowing used

ARTICLE 15. To see if the Town will vote to appropriate and raise by taxation, or transfer from available funds the sum of \$40,000.00 for tree trimming and removal, or take any other action related thereto.

(Submitted by Select Board)

Simple majority

ARTICLE 16. To see if the Town will vote to appropriate and raise by taxation, or transfer from available funds the sum of \$50,000.00 for road maintenance and repairs, or take any other action related thereto.

(Submitted by Select Board)

Simple majority

ARTICLE 17. To see if the Town will vote to raise and appropriate or transfer from available funds, or by transfer from the Stabilization fund, or by borrowing under the provisions of M.G.L. Chapter 44 or any other enabling authority, a sum of \$xxx for a new lease/purchase(s) for **computers for the Millis Schools**, or take any other action in relation thereto.

(Submitted by the School Committee)

Simple majority

ARTICLE 18. To see if the Town will vote to raise and appropriate or transfer from available funds, or by transfer from the Stabilization fund, or by borrowing under the provisions of M.G.L. Chapter 44 or any other enabling authority, a sum of \$711,728 for the Design and Construction of Drainage Rehab at Village and Birch Street, or take any other action in relation thereto.

(Submitted by Select Board)

2/3 majority if stabilization funds or borrowing used

ARTICLE 19. To see if the Town will vote to raise and appropriate or transfer from available funds, or by transfer from the Stabilization fund, or by borrowing under the provisions of M.G.L. Chapter 44 or any other enabling authority, a sum of money for **the purchase of land....61A Village Street/Braun** or take any other action in relation thereto.

(Submitted by the Select Board)

2/3 majority if stabilization funds or borrowing used

ARTICLE 20. *Hickory Hills Subdivision Street Acceptances-Recommended Removal of Article*

ARTICLE 21. To see if the Town will vote to amend the Zoning Bylaws, as most recently amended, by adding a new section as follows:

Proposed Amendments to Section XXI of the Millis Zoning By-Law

Large-Scale Ground-Mounted Solar Photovoltaic Installations

The following amendments (in bold below) are proposed to the current Millis Zoning By-Law:

1. Amend the definition of "Designated Location" in Section XXI.3 (Definitions):

Designated Location: The location(s) designated herein where Large-Scale Ground-Mounted Solar Photovoltaic Installations with a Rated Nameplate Capacity of 250 kW or more may be sited As-of-Right:

(a) in the I-P and I-P-2 Districts, as shown on the Zoning Map of the Town of Millis, Massachusetts referenced in Section III.C of this Zoning By-Law, or

(b) on any lot or grouping of contiguous lots that

(i) is at least 15 acres in total area and

(ii) consists of land

a. that is primarily and directly used for agricultural purposes as defined in M.G.L. c. 61A, § 1;

b. that is primarily and directly used for horticultural purposes as defined in M.G.L. c. 61A, § 2; or

c. where at least fifty percent (50%) of the total area of the lot or grouping of contiguous lots consists of important farmlands, including without limitation prime farmlands, unique farmland, and additional farmland of statewide importance, identified by the United States Department of Agriculture Natural Resources Conservation Service pursuant to 7 C.F.R. Part 657.

2. Add a new subsection XXI.9(d) to Section XXI.9 (Dimension and Density Requirements):

9. Dimension and Density Requirements:

The following dimensional and density requirements shall apply to all LGSPI.

Setbacks:

For large-scale ground-mounted solar photovoltaic installations, front, side and rear setbacks shall be as follows:

- (a) Front yard: The front yard depth shall be at least 40 feet; provided, however, that where the lot abuts a Conservation-Recreation or Residential district, the front yard shall not be less than 50 feet, and where the lot abuts a Residential District, the front yard shall provide a treed fifty foot (50') wide buffer from all Town roads and residential properties, except as provided in (d) below.
- (b) Side yard: Each side yard shall have a depth at least 20 feet; provided, however, that where the lot abuts a Conservation-Recreation or Residential district, the side yard shall not be less than 50 feet, and where the lot abuts a Residential District, the side yard shall provide a treed fifty foot (50') wide buffer from all Town roads and residential properties, except as provided in (d) below.
- (c) Rear yard: The rear yard depth shall be at least 30 feet; provided, however, that where the lot abuts a Conservation-Recreation or Residential district, the rear yard shall not be less than 50 feet, and where the lot abuts a Residential District, the rear yard shall provide a treed fifty foot (50') wide buffer from all Town roads and residential properties, except as provided in (d) below.
- (d) Natural sight barriers (which shall include without limitation rivers, upland gradients, and any wetland setbacks required by the Millis Conservation Commission pursuant to applicable law) may be considered by the Planning Board as a basis for reducing the 50' treed buffer requirement of (a), (b) and (c) above.

or take any other action in relation thereto.

(Submitted by the Select Board)

2/3 Majority

ARTICLE 22. 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:

- 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.

or to take any other action related thereto.

(Submitted by the Planning Board)

2/3 Majority

ARTICLE 23. 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:

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 contiguous 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.

or to take any other action related thereto.

(Submitted by the Planning Board)

2/3 Majority

ARTICLE 24. To see if the Town will vote to amend the Zoning Bylaw of the Town of Millis by making the following changes thereto, by deleting the word "as" (underlined) and inserting the italicized and emboldened text shown Section XIII, Special Permit Conditions, subsection V., Recreational Marijuana Establishments, 2. General Regulations, as follows:

2. General Regulations: Marijuana Establishments, as defined *and limited to Marijuana Cultivators, Craft Marijuana Cooperatives, Marijuana Product Manufacturers, Marijuana Microbusinesses, Independent Testing Laboratories, Marijuana Retailers, Marijuana Transporters, Delivery Licensees (including Marijuana Couriers and Marijuana Delivery Operators) Marijuana Research Facilities, but expressly excluding Social Consumption Establishments, as each of those terms are defined* in G.L. c., 940, § 1, and 935 CMR 500.000, may be permitted in the I-P-2 district pursuant to a Special Permit issued by the Planning Board, subject to the provisions of this Bylaw.

or take any other action in relation thereto.

(Submitted by the Select Board)

2/3 Majority

ARTICLE 25. To see if the Town will vote to add the following language to the General Bylaws establishing the waiver of all Town Building Project Inspection Fees

or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

ARTICLE 26. To see if the Town will vote to **Sewer Bylaw Amendment**

or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

ARTICLE 27. To see if the Town will vote to **authorize an auction for the sale of....Acorn Street property** or take any other action in relation thereto.

(Submitted by the Select Board)

2/3 majority if stabilization funds or borrowing used

ARTICLE 28. To see if the Town will vote to authorize the establishment of a... **PILOT Agreement CFB Solar?**

or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

ARTICLE 29. To see if the Town will vote to raise and appropriate or transfer from available funds, or by transfer from the Stabilization fund, or by borrowing under the provisions of M.G.L. Chapter 44 or any other enabling authority, a sum of money for **Medicare/Medicaid Reimbursement Services**, or take any other action in relation thereto.

(Submitted by the School Committee)

Simple Majority

ARTICLE 30. To see if the Town will vote to raise and appropriate or transfer from available funds, the sum of **\$xxxxx for the Unemployment Insurance Fund**, or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

ARTICLE 31. To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money for the **Other Post-Employment Benefits (OPEB) fund**, or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

ARTICLE 32. To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money for the **Stabilization Fund**, or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

And, you are hereby directed to serve this Warrant by posting attested copies hereof fourteen days before time of said meeting as directed by the vote of the Town. Hereof fail not and make due return of this Warrant with your doings thereon at the time and place of said meeting.

Given under our hands this 12th day of April in the year two thousand and twenty-one.

**TOWN OF MILLIS
SELECT BOARD**

James J. McCaffrey, Chair

Peter C. Jurmain, Vice-Chair

Erin T. Underhill, Clerk

A True Copy, Attest

Lisa J. Hardin, Town Clerk

Helen R. Kubacki, Constable
Town of Millis

ENTERPRISE FUNDS ADVISORY COMMITTEE**MEMORANDUM**

TO: Members of the Millis Select Board
FROM: Cathy MacInnes, Chair, Enterprise Funds Advisory Committee
DATE: March 17, 2021
RE: New Requests for Sewer Hookup

At a duly posted meeting of the Enterprise Funds Advisory Committee (EC) held on Wednesday, March 17, 2021, the EC, with Jaikaur Leblanc, Robert Cantoreggi, Edward Chisholm, and Catherine MacInnes voting in the affirmative, and Peter Jurmain abstaining, voted to recommend to the Select Board (SB) that it institute a sewer moratorium until the Spring 2022 Town Meeting, for new sewer hookups to be effective as of the date of the Select Board vote. This proposed moratorium would exclude those homeowners who currently have a sewer line running in front of their house, and whose capacity has already been included in the town's capacity limit, and also including those developers who have already been approved for sewer hookup.

Since its first meeting held on October 22, 2020, and monthly thereafter, among other agenda items, the EC has studied and discussed the proposed sewer by-law forwarded to it by the SB. The EC heard from town counsel regarding its concerns as to the legality and fairness of the by-law to those homeowners who have sewer running past their property but have not hooked up. With the exception of those sewer betterment fees paid for by the developer of a project who included the payment of betterment fees in the sale of a home, all other homeowners have previously paid, or are in the process of paying, their betterment fees. The EC discussed a moratorium as a result of too many unanswered questions regarding the proposed by-law. Rather than hastily forward to the SB a by-law that fails to satisfy all issues presented, the EC voted on a moratorium, as outlined herein.

The town is at 102% capacity according to the Charles River Pollution District. This moratorium is to protect the town as a whole and not just the sewer users. It gives the SB the opportunity to "take a breath" in order to: Conduct studies to

determine alternatives, such as by-laws or revisions thereto; construction of an alternative treatment facility; prepare a policy outlining areas in Millis that should be considered a priority for sewer hookup due to soil conditions, etc.; and allow the town to continue its inflow and infiltration program to help seal leaks and cracks in existing sewer pipes, thereby increasing sewer capacity. The EC also discussed the possibility of lowering the sewer hook-up fee, which is the fee the town charges the homeowners for permission to actually hook into the town sewer system. This fee is in addition to the betterment fee.

The EC further found that an important reason for a moratorium is to allow the town to research and prepare requirements that would be imposed on a developer in order to secure new sewer hookup. The town of Weymouth, for instance, required a developer to pay \$2 million to replace old town-owned sewer lines in an adjacent neighborhood.

Several towns have, in the past or currently, instituted a sewer hookup moratorium: Scituate (18 years), Wareham, Chelmsford, Medway, and Charlton to name a few. Almost all of the communities that instituted a moratorium did so when their treatment capacity reached eighty (80%) percent.

Developers could still install individual septic systems or s treatment facility for their proposed development.

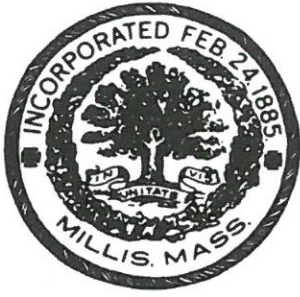
The Enterprise Funds Advisory Committee thanks the Select Board for the opportunity to review and analyze the town's proposed sewer by-law. We look forward to hearing from you.

21-072

CLOSE TOWN MEETING WARRANT

21-073

APPROVE ANNUAL TOWN MEETING DATE/LOCATION



TOWN OF MILLIS

2-093

TO: Select Board

FROM: Michael Guzinski, Town Administrator

DATE: March 18, 2021

RE: Approval of Date and Location of Annual Town Meeting and Town Election

I recently held a planning meeting of the group that convened in preparation for the last two town meetings to discuss the process for setting up and carrying out the Spring Annual Town Meeting. Chairman McCaffrey participated in that discussion. After some discussion, it was the consensus of the group to recommend that the Annual Town Meeting be scheduled for Saturday, May 1st at noontime, and be held at the same location as it was last fall, specifically in the parking lot outside of the Jr./Sr. High School gymnasium. This would ensure that the Town Meeting would be held prior to the Annual Town Election (currently scheduled for May 10th) should weather require that the Town Meeting be postponed until the following weekend.

I have enclosed a copy of a DLS bulletin informing us that the recently approved "Act Further Providing for Early Voting by Mail" allows the Select Board to provide for early in-person voting, and for the postponement of municipal elections scheduled to be held before June 30th, 2021 to a date as late as August 1, 2021. I wanted to forward this to you in case you were interested in considering this option in light of COVID-19 related issues.

I will discuss these issues in detail at your meeting on Monday evening.

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

Thank you.

Karen Bouret

From: Mike Guzinski
Sent: Thursday, March 18, 2021 3:33 PM
To: Karen Bouret
Subject: FW: DLS Alert: "An Act Further Providing for Early Voting by Mail" Signed into Law

Please add this info for 073 & 074.

Thanks.

Mike

From: DLS Alerts <dls_alerts@dor.state.ma.us>
Sent: Tuesday, March 16, 2021 4:51 PM
To: Jay Talerman <jay@mtclawyers.com>
Subject: DLS Alert: "An Act Further Providing for Early Voting by Mail" Signed into Law



"An Act Further Providing for Early Voting by Mail" Signed into Law

Today, the Governor signed H.73, "An Act Further Providing for Early Voting by Mail". Notably:

- This bill restores and extends a number of provisions originally enacted in 2020 to grant cities and towns flexibility in the administration of municipal elections as a result of the COVID-19 pandemic.
- The bill extends provisions for early voting by mail and absentee voting in all municipalities for any election occurring on or before June 30, 2021.
 - This is an extension from March 31, 2021
- Following the vote of a select board or city council, the bill authorizes municipalities to take the following additional measures:
 - Provide for early in-person voting for any election to be held on or before June 30, 2021
 - Postpone a municipal caucus or election currently scheduled to be held before June 30, 2021 to a date as late August 1, 2020

- Eliminate a municipal caucus currently scheduled to be held before July 31, 2021 and provide for the nomination of candidates instead by submission of nomination papers bearing the signatures of 10 registered voters.

To view the full text of the bill, please [click here](#).

You are receiving this message through the [Massachusetts Department of Revenue's Division of Local Services](#) DLS Alerts system. These periodic notices include our City & Town e-newsletter, IGRs, Bulletins, Cherry Sheets and other municipal finance-related information. To unsubscribe to DLS Alerts and the City & Town e-newsletter, please email dls_alerts@dor.state.ma.us.

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Massachusetts Department of Revenue - Division of Local Services · 100 Cambridge Street · Boston, MA 02114 · USA

21-074

APPROVE TOWN ELECTION DATE

21-075

UPDATE ON FY22 BUDGET PROCESS



TOWN OF MILLIS

TO: Select Board

FROM: Michael Guzinski, Town Administrator

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

DATE: March 18, 2021

RE: FY22 Budget Process Update

The Finance Director and I have been actively working on the FY22 Budget. We have now received most of the 'fixed costs' information that we had been waiting for, and are updating our revenue estimates as additional information becomes available. We are also now analyzing the information that we're starting to receive in relation to the recently enacted \$1.9 Trillion Federal Aid Package.

We expect to be able to discuss the FY22 budget (expenses and revenues) in detail at your meeting of March 29th.

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

Thank you.

21-076

DISCUSS LEGISLATIVE EARMARK REQUESTS



TOWN OF MILLIS

TO: Select Board

FROM: Michael Guzinski, Town Administrator

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

DATE: March 18, 2021

RE: Legislative Earmark Requests

We've been contacted by Representative Linsky's Office and Representative Dooley's Office in regards to the Town's budget priorities for FY22 (see attached emails). They would like a list of items that they may submit for funding as part of the FY22 State budget. It would appear that they're looking for a total of around \$150,000 worth of items.

The Board may consider some of the Capital Items that the Capital Planning Committee has ranked high on their priority list.

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

Thank you.

Mike Guzinski

From: Kelly, Katelyn (HOU) <Katelyn.Kelly@mahouse.gov>
Sent: Tuesday, March 16, 2021 12:22 PM
To: Mike Guzinski
Subject: RE: [External]: FW: FY 22 Budget Time

After that meeting is fine. Thanks.

Katelyn Kelly

Office of David P. Linsky
Massachusetts State House
Phone: 617-722-2575
Fax: 617-722-2238

From: Mike Guzinski <mguzinski@millisma.gov>
Sent: Tuesday, March 16, 2021 12:13 PM
To: Kelly, Katelyn (HOU) <Katelyn.Kelly@mahouse.gov>
Subject: [External]: FW: FY 22 Budget Time

Hi Katelyn,

Thanks for reaching out to us. What is the deadline for us to get our budget requests to Representative Linsky?

The Select Board is meeting next Monday and I'd like to discuss this with them if possible.

Thanks again.

Mike

From: Kelly, Katelyn (HOU) <Katelyn.Kelly@mahouse.gov>
Sent: Friday, March 12, 2021 10:50 AM
To: rooney@natickma.org; 'dwilliams@sherbornma.org' <dwilliams@sherbornma.org>; Mike Guzinski <mguzinski@millisma.gov>
Subject: FY 22 Budget Time

Good morning,

Representative Linsky is putting together his budget requests for the upcoming budget debate. If you could please get me **your top three projects for the towns** I would greatly appreciate it as the Representative would like to include them in his meeting with House Ways and Means Chair.

Given the difficult situation the pandemic has put our economy in I would encourage you **to think about projects around \$50,000** that could have the biggest impact for our towns. If you have any questions please do not hesitate to reach out to me or the Representative directly.

Sincerely,

Katelyn Kelly

Office of David P. Linsky

Massachusetts State House

Phone: 617-722-2575

Fax: 617-722-2238

Mike Guzinski

From: Mike Guzinski
Sent: Thursday, March 18, 2021 3:12 PM
To: Mike Guzinski
Subject: FW: [External]: Massachusetts Budget Priorities

From: Tagg, Nick (HOU) <Nick.Tagg@mahouse.gov>
Sent: Tuesday, March 16, 2021 12:31 PM
To: Mike Guzinski <mguzinski@millisma.gov>
Cc: Karen Bouret <kbouret@millisma.gov>
Subject: Re: [External]: Massachusetts Budget Priorities

Hi Matt,

We have at least a couple weeks, I just wanted to reach out earlier since things are slower at the statehouse right now. Please meet with the selectboard and discuss with them! I look forward to hearing back from you all!

Thank you,

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From: Mike Guzinski <mguzinski@millisma.gov>
Sent: Tuesday, March 16, 2021 12:14:51 PM
To: Tagg, Nick (HOU) <Nick.Tagg@mahouse.gov>
Cc: Karen Bouret <kbouret@millisma.gov>
Subject: [External]: Massachusetts Budget Priorities

Hi Nick

Thanks for reaching out to us. What is the deadline for us to get our budget requests to Representative Dooley?

The Select Board is meeting next Monday and I'd like to discuss this with them.

Thanks again.

Mike

From: Tagg, Nick (HOU) <Nick.Tagg@mahouse.gov>
Sent: Thursday, March 11, 2021 12:40 PM
To: Karen Bouret <kbouret@millisma.gov>
Subject: Massachusetts Budget Priorities

Dear Karen,

My name is Nicholas Tagg, and I am the new chief of staff to State Rep. Shawn Dooley. It is nice to formally "meet" you over email. I am reaching out because as budget season approaches, I was wondering if there were any budget items

that you wanted to make sure that our office kept an eye out for that would be beneficial for the town of Millis or programs that your town hopes to be funded by the state.

Thank you,

Nicholas Tagg

Chief of Staff for Rep. Shawn Dooley

Nick.tagg@mahouse.gov

Cell: 508-864-8229

21-077

REVIEW/APPROVAL OF SIGN PERMIT APPLICATION

WU XING KUNG FU



TOWN OF MILLIS

OFFICE OF 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

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

Sign/Banner Permit Application

No. _____

To the Permitting Authority:

The undersigned hereby applies for a permit to place sign(s) for:

(State clearly the purpose for which the permit is requested, include type of sign, size, what it is for):

2x4' Informational Sign (sandwich board) 9am-9pm
Sign will be stored inside @ night & in inclement weather

Date(s) of placement 4/1/21 - 12/31/21 Number of week(s) 36

Location(s) of placement 903 Main Street

_____ Date of removal of sign(s) 12/31/21

Full Name of Person making the application: Katherine S. Booth

Business/Organization Name: Wu Xing Kung Fu

Phone: 508-734-5820 Cell: 781-752-9011

E-Mail: info@wuxing-kungfu.com

Received: 3/12/21 Signature of Applicant: [Signature]

.....
Permit

Town of Millis Select Board:

Chair: _____

Vice Chair: _____

Clerk: _____

Approved: _____