



TOWN OF MILLIS

Peter C. Jurmain, *Chair*
Erin T. Underhill, *Vice Chair*
Craig W. Schultze, *Clerk*

OFFICE OF THE SELECT BOARD

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

Michael J. Guzinski
Town Administrator
mguzinski@millisma.gov

Karen Bouret DeMarzo
Operations Support Manager
kbouret@millisma.gov

SELECT BOARD MEETING AGENDA (HYBRID MEETING)

MONDAY, APRIL 4, 2022; 7:00 PM

VETERANS MEMORIAL BUILDING ROOM 229 &

Join Zoom Meeting

<https://us02web.zoom.us/j/8526387223>

	Topic	Time	Speaker
I.	Call to Order	7:00 PM	Chair
II.	Announcements Recognition of Norfolk County Sheriff's Outreach Program		
III.	Open Session Scheduled Appointments & Hearings		
22-073	Review Council on Aging FY23 Budget Request	7:05 PM	P. Kayo
22-074	Review/Vote on Application for Water/Sewer Abatement for 1130-1138 Main Street	7:20 PM	J. McKay J. Scannell
22-075	Capital Planning Committee Recommendations for FY23	8:00 PM	J. Barry
IV.	Open Session Agenda Items		
22-076	Review/Approval of Updated Local Limits for Industrial Pretreatment Program		J. McKay
22-077	Approval of Millis Public Library Assessment Contract		M. Guzinski
22-078	Review/Approve FY23 Personnel Plan Adjustments		M. Guzinski
22-079	Open Annual Town Meeting Warrant		P. Jurmain
22-080	Discuss Annual Town Meeting Warrant Articles		P. Jurmain
22-081	Close Annual Town Meeting Warrant		P. Jurmain
22-082	Review/Approval of Amendment to Ownership Interest – Alcohol License/Ryan Family Amusements		K. Bouret
22-083	Approval of Sign Permit Application – Millis/Medway Football and Cheer		K. Bouret

22-084	Discuss/Vote on FY23 Merit Increase for Town Administrator	P. Jurmain
22-085	Board/Committee Liaison Meeting Updates	Select Board
V.	Executive Session To conduct strategy sessions in preparation for negotiations with union personnel. (SEIU Local 888)	
VI.	Adjournment	

Proposed Upcoming Meeting Schedule

Date	Time	Location
Monday, April 11, 2022	07:00 PM	VMB Room 229
Monday, April 25, 2022	07:00 PM	VMB Room 229
Monday, May 2, 2022	06:00 PM	MS/HS Library (Town Meeting)
Monday, May 16, 2022	07:00 PM	VMB Room 229

Announcements

Karen Bouret DeMarzo

From: Garrett Nichols <GNichols@norfolksheriffma.org>
Sent: Wednesday, March 30, 2022 3:32 PM
To: Karen Bouret DeMarzo
Subject: RE: Norfolk County Crew - Trash Removal in Millis

Hi Karen,

Thank you for these kind words. I will definitely be sharing them with the work crew. If you do decide to write a letter, I would love to help promote that on our end – but in the meantime, if I have your permission, I'd love to include a blurb from your very kind email on some social media and/or our work crews promotional materials. This program is very much a win-win: it helps the community, but it also gives our justice-involved individuals a chance to give back to their communities while developing invaluable vocational skills they can use when they finish their time with us.

Thank you,

Garrett Nichols



Garrett Nichols (He/Him/His)

Communications Director

Norfolk County Sheriff's Office

p: 781-751-3475

a: 200 West Street, Dedham, MA 02027

w: www.norfolksheriff.com e: GNichols@NorfolkSheriffMA.org



From: Karen Bouret DeMarzo <Karen.Bouret.DeMarzo@millisma.gov>

Sent: Wednesday, March 30, 2022 1:46 PM

To: Pete Jurmain <Pete.Jurmain@millisma.gov>; Erin T. Underhill <etunderhill@millisma.gov>; Craig Schultze <cschultze@millisma.gov>; Mike Guzinski <mguzinski@millisma.gov>; Jim McKay <jmckay@millisma.gov>

Cc: Garrett Nichols <GNichols@norfolksheriffma.org>

Subject: Norfolk County Crew - Trash Removal in Millis

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

As members of the Select Board, DPW Director, and Town Administrator I thought you'd be interested in seeing some pictures of the ongoing roadside trash removal project the Norfolk County crew is currently working on here in Millis. They have worked on Rte. 115 from Norfolk to Sherborn as well as up to the Holliston line, Rte. 109 from Medfield to Medway, under the "Wishing Bridge" (as show here), and several other locations. They will continue to work in Town through the end of this week.

The free labor provided thorough the Norfolk County Sheriff's Department outreach program, under the supervision of Outreach Correctional Officers Gerry and Tom, has been an instrumental part of several outdoor clean-up projects here in Millis over the past few years. The teams have been respectful, willing to do whatever is asked, and hardworking. I can honestly say that without their assistance we would not have had the staff to complete these much needed

projects. It is a very well managed program and a fantastic resource for our Town. I cannot say enough about this great resource!

Regards,
Karen

Karen Bourret DeMarzo
Operations Support Manager
Town of Millis
900 Main Street
Millis, MA 02054
508.376.7041

22-073

Review Council on Aging FY23 Budget Request



Council on Aging

900 Main Street
Millis, MA 02054

Greeting,

At the direction of the Select Board I've outlined the needs of the COA and the recommended changes necessary to adequately address those needs. I'd be happy to answer any questions that you have in regards to these documents. Thank you.

Operational Problems:

- Past 12 years senior population has grown 75%
- Since FY19 we have added 6 operational hours while making minimal changes to staffing. Director + 3.5 Outreach +2
- Increased need for Emergency Services- Housing, Evictions, Food Stamps, Millis Fund , Fuel Assistance
- Increased need for Programming
- Department Assistant and Outreach positions are scheduled on alternative days leaving only one day per week the COA is appropriately staffed.

(See staffing comparable towns)

All staff is multi-tasking:

- From 1-4pm 2 staff are answering phones while doing day to day operations 3xs per week.
- 2 days per week Director is doing Outreach while answering phones and doing day to day operations
- Director doing programming 5 days per week

Responsibilities of a Program Director:

- Development-Implementation of all program activities
- Identifying senior needs
- Recruitment of Instructors
- Promoting established programs
- Maintain accurate registration and documentation of participants
- Marketing of events- Newsletter, newspapers, and flyers

- Set up and break down of program space

Benefits of funding above service level request:

- All staff would be able to focus on their core responsibilities
- Director would be able to focus on projects, strategic planning for the department, address comprehensive needs of elder community, and properly supervise overall operations
- Allow for more time to interact with public to determine needs
- Director to attend regional elder focused meetings HESSCO, MCOA, DONS, DOT

Director to research and apply for grants:

Transportation (DOT Community Transit Grant)

MARTap Helping Hands Grants

Metrowest Foundation (Loneliness and Isolation Grants)

Middlesex Bank Foundation (Community Grants)

STAFFING FY23 REQUEST	MONDAY 8:30-4	TUESDAY 8:30-4	WEDNESDAY 8:30-4	THURSDAY 8:30-2	FRIDAY 8:30-12:30	
DIRECTOR	7:30-4:00 (8)	7:30-4:00 (8)	7:30- 4:00 (8)	7:30-2:00 (6.5)	7:30-12:30 (5)	35.5
OUTREACH	9-4 (6.5)	8:30-4 (7)	9-4 (6.5)	9-2 (5)		20 +5
DEPARTMENT ASSISTANT			8-4 (7.5)	8-2 (6)	8-12:30 (4.5)	18
DISPATCH RECEPTIONIST	9-1	9-12 12-1	9-1	9-1	9-12:30	7 9 Grant 3.5 Tax Work Off
Program Manager	8:30-4 (7)	8:30-4 (7)			8-12:30 (4.5)	18.5

DEPARTMENT:

Budget Request Above Level Service**Title: COA Request****Description of Request: Program Manager Position & Additional hours of Outreach Position**

Program Manager to recruit, develop, implement and market programming for Millis seniors that enhance the quality of life for residents.

Detailed Cost Impact:**5 hrs/wk Outreach Worker :****5hrs/wk @ 23.15x5x3= \$3,47.25****5hrs/wk@23.68x5x49= \$5,801.60 = \$ 6,148.85****Program Manager:****18.5hr/wk@\$22.65hr =\$21,789.30****Total : \$27,938.15****Justification for Request**

Attach copies of reports, master plans, or supporting documentation)

Staffing at the COA continues to be problematic. Since FY19 we have added 6 operational hours while making minimal changes to staffing. Director + 3.5 Outreach +2 Department Assistant and Outreach positions are scheduled on alternative days leaving only one day per week the COA is appropriately staffed.

Adding 5 hours to Outreach and hiring a 18.5 Program Manager will support the need of 3 staff on duty while not adding another F/T employee to the COA budget.

22-074

Review/Vote on Application for Water/Sewer Abatement for

1130-1138 Main Street

Memorandum

To: Select Board

From: Jim McKay, DPW Director

Jennifer Scannell, Treasurer

Date: 3/22/22

Re: 1130-38 Main Street Water/Sewer Abatement Application

Mr. Harkey contacted the Treasurer's office after receiving his water/sewer (bill #216730) in the amount of \$3,053.61. To provide some background, this location consists of a few businesses with a shared meter. His typical consumption is approximately 10K gallons per quarter. This bill was an actual read of 141K gallons, considerably higher than his normal usage. The DPW & Treasurer's office recommended that he check the building for any leaks/or inquire with his tenants if a faucet, toilet etc. was left running inadvertently. Mr. Harkey said he checked with the other tenants who lease his property and claims there was no leak. The Town then had the DPW check the property and inspect the meter and found nothing faulty.

Since this is an actual read, the water was used. We obtained a read as of March 21 which confirmed that his meter is functioning properly as his usage, per his history, is back in line. One additional option presented to Mr. Harkey was to send the meter out for testing. He declined because the reads are back in line. Since the water was used and the meter is functioning properly we cannot recommend an abatement as this bill was based on an actual read.

RECEIVED
MAR 10 2022
By _____

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF MILLIS

APPLICATION FOR ABATEMENT

Sewer use charge Water use charge Betterment Assessment

To The BOARD OF SELECTMEN/TOWN ADMINISTRATOR:

Name of Applicant: BELEAIR REALTY TRUST, PETER HARKEY
 Post-Office Address: 256 ORCHARD ST MILLIS MA
 Phone and / or email: (C) 508-560-3762 , pharkey@aol.com

The above-named person was aqquired by a Sewer/Water use charge or Betterment Assessment and hereby applies for an abatement:

NAME OF PERSON ASSESSED: BELEAIR REALTY TRUST, PETER HARKEY

LOCATION AND DESCRIPTION OF PROPERTY

LOCATION: 1130 - 1138 MAIN ST Map/Lot / Acct # 22 / 16

	BILLED	CORRECT USE\$	DIFFERENCE
Sewer Use Charge	1865.20		
Water Use Charge	1144.50		
Betterment Assessment	43.91		
Betterment Apportioned			
Total	3053.61		

SEE STATEMENT

CAP

IF THE APPLICANT IS NOT THE PERSON ASSESSED, what is the interest in the property?

Present Ownership, Mortgage or What Other Interest: _____

Complete statement of reasons for this application:

SEE ATTACHED

- COPY OF BILL # 216730 DUE 3/14/22
- UB CONSUMPTION HISTORY REPORT
- STATEMENT TO THE SELECTBOARD

NOTE: BILL PAID IN FULL 3/9/22
AMOUNT \$ 3053.61.

SUBSCRIBED THIS _____ DAY OF _____ UNDER THE PENALTIES OF PERJURY.

Peter Harkey TRUSTEE BELEAIR REALTY TRUST
SIGNATURE OF APPLICANT:

Reviewed by : _____ Approved by: _____
Deputy Director / Chief of Operations

Date: _____ Date: _____

Please Note: Customers who file abatement applications or requests for adjustments are required to have paid all uncontested prior bills (including interest and penalties, if applicable). The request for an abatement or adjustment must be received in the Town Administrator Office within 30 days of the date of the bill in dispute.

Statement of Reason for this Application

Dear Selectboard:

Upon receiving my water/sewer bill # 216730 issued 2/11/2022 and due 3/14/2022, I was concerned with the usage figure. The following steps were subsequently taken:

- Meter was checked by both Town and myself.
- After recent weekly checks, meter appears to be working properly and usage is in line with historical usage amounts.
- Acknowledge that it is very rare for a water meter to give incorrect usage amounts.
- UB Consumption History Report attached. Average usage in the last 32 quarters (8 years) is slightly under ten (9.88).
- No plumbing leaks or repairs were made in recent history.
- If 141,000 gallons were used, the cause of the volume is unknown.
- There was no new water use that could explain the 14x usage amount.
- After meeting with Jim McKay, I have agreed to monitor the meter weekly. Jim thinks that probably someone left the water running for a very, very long time.
- Since I cannot prove that the meter is faulty, I am asking for an abatement on the water and sewer use charge. Specifically since my average usage is approximately 10,000 per billing cycle, I am asking that the 141,000 gallons be charged at my normal base rate:
 - \$3.70 per 1,000 gallons for water
 - \$7.66 per 1,000 gallons for sewer

Water		
141 x \$3.70 =	\$521.70	
1" meter =	49.85	
	<hr/>	
Water Total		\$ 571.55
Sewer		
141 x \$7.66 =	\$1080.06	
Sewer meter	51.24	
	<hr/>	
Sewer Total		\$1131.30
		<hr/>
Total water and sewer		\$1702.85

Billed water	\$1144.50	
Billed sewer	1865.20	
	<hr/>	
Total billed water and sewer	\$3009.70	
Billed at my historic base rate	1702.85	
	<hr/>	
Requested abatement*	\$1306.85	
	<hr/>	
	<hr/>	

CAP ASSMNT OF \$43.91 not included

WATER	572.95
SEWER	733.90
	<hr/>
	1306.85
	<hr/>

I will continue to monitor the meter weekly.

Thank you.

Peter Harkey
508-560-3762

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF MILLIS - OFFICE OF THE COLLECTOR OF TAXES

Monday - 8:30AM TO 7:30 PM Tuesday - Thursday 8:30AM TO 4:30 PM Friday 8:30AM TO 12:30PM

WATER/SEWER BILL

CUSTOMER COPY

MAKE CHECKS PAYABLE TO:
TOWN OF MILLIS
OR PAY YOUR BILLS ONLINE
WWW.MILLISMA.GOV

TREASURER/COLLECTOR
JENNIFER SCANNELL

ACCOUNT NO.	BILL NUMBER	PARCEL ID	ISSUE DATE	DUE DATE
302050800	216730	22016	2/11/2022	3/14/2022

LOCATION: 1130 MAIN ST - PACKAGE STORE -1138
HARCOVITZ PETER A
BELLEAIR REALTY TRUST

READ CODE: A = ACTUAL READING
C = CUSTOMER READ
O = FIRE LINE (COMMERCIAL ACCOUNTS ONLY)
E = ESTIMATED
** IF YOU HAVE RECEIVED TWO CONSECUTIVE ESTIMATED (E) READS, KINDLY CONTACT OUR BILLING OFFICE AT (508) 376-7048. THANK YOU.

METER SIZE	CODE	PREV. READ DATE	CURR. READ DATE	PREVIOUS READING	CURRENT READING	READ CODE	USAGE (1=1,000 GAL.)	CHARGE
1/0"	WATER SEWER	10/13/2021	01/12/2022	786	927	A A	141 141	\$1,144.50 \$1,865.20
	CAP ASSMNT							\$43.91

DUE DATE	INTEREST DUE	***PAST DUE	CURRENT CHARGES	AMOUNT DUE
3/14/2022	\$0.00	\$0.00	\$3,053.61	\$3,053.61

EXPLANATION OF RATES & CHARGES

Water Base Rate:

- 5/8" meter \$23.52
- 3/4" meter \$31.16
- 1" meter \$49.85
- 1.5" meter \$91.41
- 2" meter \$145.44
- 3" meter \$216.09
- 4" meter \$286.71
- 6" meter \$381.63

Water: Use Charge:

- 0-25,000 gallons \$3.70 per 1,000 gallons
- 25,001-50,000 gallons \$5.87 per 1,000 gallons
- 50,001+ gallons \$9.40 per 1,000 gallons

Sewer: Base Rate all meters \$51.24

Sewer: Use Charge:

- 0-25,000 gallons \$7.66 per 1,000 gallons
- 25,001 - 50,000 gallons \$10.99 per 1,000 gallons
- 50,001+ gallons \$14.81 per 1,000 gallons

Misc. Charges may include

- Capital Assessment (Paine) \$43.91
- Cross Connection Fees \$57.75 per test
- Final Water Bill \$47.25
- Meter Tampering \$577.50
- Non-Sufficient Funds \$25.00
- On/Off Fees Regular Hours \$40.43/\$40.43
- On/Off Fees 3:30 PM to 12:00 AM \$109.73/\$109.73
- On/Off Fees 12:00 AM to 7:00 AM & Holidays \$213.68/\$213.68
- Certified Mail Fee: Current Postal Rate

Inquiries: Your account and bill numbers are required to answer inquiries, which should be directed to the water/sewer registrar at (508) 376-7048

The Annual Consumer Confidence Report is available by June 30th of each year online at https://www.millisma.gov/sites/g/files/vyhlf901f/uploads/ccr_2020.pdf. Hard copies may also be obtained by calling 508-376-5424 or visiting the DPW office 900 Main Street Millis, MA 02054.

HARCOVITZ PETER A
BELLEAIR REALTY TRUST
1130-1140 MAIN ST
MILLIS MA 02054-1473

**Abatement requests must be filed at the Board of Selectmen's Office in the Town Hall by the due date of this bill. A bill must be paid in full before an abatement request will be considered.

COPY

03/08/2022 12:21
1222mfry

TOWN OF MILLIS |LIVE|
UB Consumption History Report

P 1
ubcnsing

Account Number	Customer # Name	Parcel	Location	Status
Service	Mfr Meter Number	Cd Read Date Time By	Bill # Curr Read Usage Repl Usage Charge Amt Billed Amt	
302050800	7442 HARCOVITZ PETER A	22016	1130 MAIN ST - PACKAGE STORE	Active
1WAT10-	1 WATER	NEPT49024013	A 01/12/2022	216730 927 141 0 1,144.50 3,053.61
1WAT10-	1 WATER	NEPT49024013	A 10/13/2021	213904 786 9 0 83.15 247.24
1WAT10-	1 WATER	NEPT49024013	A 07/14/2021	211102 777 8 0 79.45 235.88
1WAT10-	1 WATER	NEPT49024013	A 04/14/2021	208307 769 10 0 86.85 254.27
1WAT10-	1 WATER	NEPT49024013	A 01/06/2021	205555 759 8 0 79.45 232.07
1WAT10-	1 WATER	NEPT49024013	A 10/13/2020	202813 751 7 0 75.75 220.97
1WAT10-	1 WATER	NEPT49024013	A 07/22/2020	200115 744 19 0 120.15 354.17
1WAT10-	1 WATER	NEPT49024013	A 04/17/2020	197417 725 10 0 86.85 254.27
1WAT10-	1 WATER	NEPT49024013	A 01/13/2020	194766 715 9 0 83.15 243.17
1WAT10-	1 WATER	NEPT49024013	A 10/09/2019	192165 706 7 0 75.75 220.97
1WAT10-	1 WATER	NEPT49024013	A 07/25/2019	189569 699 11 0 90.55 265.37
1WAT10-	1 WATER	NEPT49024013	A 04/19/2019	186993 688 10 0 82.68 248.01
1WAT10-	1 WATER	NEPT49024013	A 01/22/2019	184445 678 14 0 96.76 291.69
1WAT10-	1 WATER	NEPT49024013	A 10/02/2018	181907 664 12 0 89.72 269.85
1WAT10-	1 WATER	NEPT49024013	A 07/17/2018	179408 652 11 0 86.20 258.93
1WAT10-	1 WATER	NEPT49024013	A 04/11/2018	176875 641 12 0 81.56 257.89
1WAT10-	1 WATER	NEPT49024013	A 01/18/2018	174356 629 14 0 87.96 279.09
1WAT10-	1 WATER	NEPT49024013	A 10/12/2017	171852 615 11 0 78.36 247.29
1WAT10-	1 WATER	NEPT49024013	A 07/18/2017	169339 604 10 0 68.34 220.55
1WAT10-	1 WATER	NEPT49024013	A 04/18/2017	166830 594 10 0 68.34 220.55
1WAT10-	1 WATER	NEPT49024013	A 01/11/2017	164336 584 8 0 62.52 200.63
1WAT10-	1 WATER	NEPT49024013	A 10/12/2016	161848 576 10 0 68.34 220.55
1WAT10-	1 WATER	NEPT49024013	A 07/14/2016	159358 566 8 0 62.52 200.63
1WAT10-	1 WATER	NEPT49024013	A 04/14/2016	156877 558 9 0 65.43 208.41
1WAT10-	1 WATER	NEPT49024013	A 01/08/2016	154408 549 9 0 65.43 208.41
1WAT10-	1 WATER	NEPT49024013	A 10/13/2015	151959 540 9 0 65.43 208.41
1WAT10-	1 WATER	NEPT49024013	A 07/08/2015	149499 531 9 0 65.43 208.41
1WAT10-	1 WATER	NEPT49024013	A 04/06/2015	147050 522 8 0 59.53 175.99
1WAT10-	1 WATER	NEPT49024013	A 01/08/2015	144604 514 8 0 59.53 175.99
1WAT10-	1 WATER	NEPT49024013	A 10/10/2014	142165 506 11 0 67.84 201.85
1WAT10-	1 WATER	NEPT49024013	A 07/08/2014	139738 495 8 0 59.53 175.99
1WAT10-	1 WATER	NEPT49024013	A 04/08/2014	134894 487 8 0 57.55 170.55
1WAT10-	1 WATER	NEPT49024013	A 01/08/2014	132468 479 9 0 60.23 178.80
1WAT10-	1 WATER	NEPT49024013	A 10/09/2013	130045 470 10 0 62.91 187.05
1WAT10-	1 WATER	NEPT49024013	A 07/02/2013	127618 460 9 0 60.23 178.80
1WAT10-	1 WATER	NEPT49024013	A 04/04/2013	125194 451 10 0 61.33 178.80
1WAT10-	1 WATER	NEPT49024013	A 01/04/2013	122778 441 9 0 58.72 170.76
1WAT10-	1 WATER	NEPT49024013	A 10/10/2012	120370 432 32 0 129.53 383.05
1WAT10-	1 WATER	NEPT49024013	A 07/09/2012	117954 400 15 0 74.38 219.00
1WAT10-	1 WATER	NEPT49024013	A 04/06/2012	115559 385 18 0 54.77 158.85
1WAT10-	1 WATER	NEPT49024013	A 01/05/2012	110810 377 8 0 54.77 158.85
1WAT10-	1 WATER	NEPT49024013	A 10/05/2011	108430 369 10 0 59.87 174.29
1WAT10-	1 WATER	NEPT49024013	A 07/05/2011	106045 359 18 0 54.77 158.85
1WAT10-	1 WATER	NEPT49024013	A 04/06/2011	103664 351 19 0 54.85 161.37
1WAT10-	1 WATER	NEPT49024013	A 01/06/2011	101290 342 11 0 59.73 176.11
1WAT10-	1 WATER	NEPT49024013	A 10/05/2010	98915 337 10 0 57.29 168.74
1WAT10-	1 WATER	NEPT49024013	A 07/08/2010	96552 325 18 0 52.41 154.00
1WAT10-	1 WATER	NEPT49024013	A 04/12/2010	94188 313 10 0 54.53 165.38
1WAT10-	1 WATER	NEPT49024013	A 02/06/2010	91820 303 19 0 52.21 158.37
1WAT10-	1 WATER	NEPT49024013	A 10/08/2009	89475 294 19 0 52.21 158.37
1WAT10-	1 WATER	NEPT49024013	A 07/09/2009	87125 285 19 0 52.21 158.37



The Commonwealth of Massachusetts
Town of Millis
Office of the Collector of Taxes
900 Main Street
Millis, MA 02054

WATER/SEWER BILL

COLLECTOR'S COPY

MAKE CHECKS PAYABLE TO:
TOWN OF MILLIS
TREASURER/COLLECTOR

Monday - 8:30AM TO 7:30 PM Tuesday - Thursday 8:30AM TO 4:30 PM Friday 8:30AM TO 12:30PM

ACCOUNT NO.	BILL NUMBER	PARCEL ID	ISSUE DATE	DUE DATE
302050800	216730	22016	2/11/2022	3/14/2022

Please return this portion of the bill with your payment.

24 LOCATION: 1130 MAIN ST - PACKAGE STORE -1138

HARCOVITZ PETER A
BELLEAIR REALTY TRUST
1130-1140 MAIN ST
MILLIS MA 02054-1473

INTEREST DUE	\$0.00
***PAST DUE	\$0.00
CURRENT CHARGE	\$3,053.61
AMOUNT NOW DUE	\$3,053.61

604202220021673020000305361800000000000

AMOUNT ENCLOSED		
------------------------	--	--

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF MILLIS - OFFICE OF THE COLLECTOR OF TAXES

Monday - 8:30AM TO 7:30 PM Tuesday - Thursday 8:30AM TO 4:30 PM Friday 8:30AM TO 12:30PM

ACCOUNT NO.	BILL NUMBER	PARCEL ID	ISSUE DATE	DUE DATE
302050800	216730	22016	2/11/2022	3/14/2022

LOCATION: 1130 MAIN ST - PACKAGE STORE -1138
HARCOVITZ PETER A
BELLEAIR REALTY TRUST

READ CODE: A = ACTUAL READING
C = CUSTOMER READ
O = FIRE LINE (COMMERCIAL ACCOUNTS ONLY)
E = ESTIMATED

** IF YOU HAVE RECEIVED TWO CONSECUTIVE ESTIMATED (E) READS, KINDLY CONTACT OUR BILLING OFFICE AT (508) 376-7048. THANK YOU.

WATER/SEWER BILL

CUSTOMER COPY

MAKE CHECKS PAYABLE TO:
TOWN OF MILLIS
OR PAY YOUR BILLS ONLINE
WWW.MILLISMA.GOV

TREASURER/COLLECTOR
JENNIFER SCANNELL

METER SIZE	CODE	PREV. READ DATE	CURR. READ DATE	PREVIOUS READING	CURRENT READING	READ CODE	USAGE (1=1,000 GAL.)	CHARGE
1/0"	WATER SEWER	10/13/2021	01/12/2022	786	927	A A	141 141	\$1,144.50 \$1,865.20
	CAP ASSMNT							\$43.91
DUE DATE		INTEREST DUE		***PAST DUE		CURRENT CHARGES		AMOUNT DUE
3/14/2022		\$0.00		\$0.00		\$3,053.61		\$3,053.61

EXPLANATION OF RATES & CHARGES

Water Base Rate:

5/8" meter \$23.52
3/4" meter \$31.16
1" meter \$49.85
1.5" meter \$91.41
2" meter \$145.44
3" meter \$216.09
4" meter \$286.71
6" meter \$381.63

Water: Use Charge:

0-25,000 gallons \$3.70 per 1,000 gallons
25,001-50,000 gallons \$5.87 per 1,000 gallons
50,001+ gallons \$9.40 per 1,000 gallons

Sewer: Base Rate all meters \$51.24

Sewer: Use Charge:

0-25,000 gallons \$7.66 per 1,000 gallons
25,001 - 50,000 gallons \$10.99 per 1,000 gallons
50,001+ gallons \$14.81 per 1,000 gallons

Misc. Charges may include

Capital Assessment (Paine) \$43.91
Cross Connection Fees \$57.75 per test
Final Water Bill \$47.25
Meter Tampering \$577.50
Non-Sufficient Funds \$25.00
On/Off Fees Regular Hours \$40.43/\$40.43
On/Off Fees 3:30 PM to 12:00 AM \$109.73/\$109.73
On/Off Fees 12:00 AM to 7:00 AM & Holidays \$213.68/\$213.68
Certified Mail Fee: Current Postal Rate

Inquiries: Your account and bill numbers are required to answer inquiries, which should be directed to the water/sewer registrar at (508) 376-7048

The Annual Consumer Confidence Report is available by June 30th of each year online at https://www.millisma.gov/sites/g/files/vyhlf901/f/uploads/ccr_2020.pdf. Hard copies may also be obtained by calling 508-376-5424 or visiting the DPW office 900 Main Street Millis, MA 02054.

HARCOVITZ PETER A
BELLEAIR REALTY TRUST
1130-1140 MAIN ST
MILLIS MA 02054-1473

**Abatement requests must be filed at the Board of Selectmen's Office in the Town Hall by the due date of this bill. A bill must be paid in full before an abatement request will be considered.

03/08/2022 12:21
1222mfry

TOWN OF MILLIS [LIVE]
UB Consumption History Report

P 1
ubcnsing

Account Number	Customer #	Name	Parcel	Location	Status								
Service	Mfr Meter Number	Cd	Read Date	Time	By	Bill #	Curr	Read	Usage	Repl	Usage	Charge Amt	Billed Amt
302050800	7442	HARCOVITZ PETER A	22016	1130 MAIN ST - PACKAGE STORE	Active								
1WAT10-	1 WATER	NEPT49024013	A	01/12/2022		216730	927		141	0		1,144.50	3,053.61
1WAT10-	1 WATER	NEPT49024013	A	10/13/2021		213904	786		9	0		83.15	247.24
1WAT10-	1 WATER	NEPT49024013	A	07/14/2021		211102	777		8	0		79.45	235.88
1WAT10-	1 WATER	NEPT49024013	A	04/14/2021		208307	769		10	0		86.85	254.27
1WAT10-	1 WATER	NEPT49024013	A	01/06/2021		205555	759		8	0		79.45	232.07
1WAT10-	1 WATER	NEPT49024013	A	10/13/2020		202813	751		7	0		75.75	220.97
1WAT10-	1 WATER	NEPT49024013	A	07/22/2020		200115	744		19	0		120.15	354.17
1WAT10-	1 WATER	NEPT49024013	A	04/17/2020		197417	725		10	0		86.85	254.27
1WAT10-	1 WATER	NEPT49024013	A	01/13/2020		194766	715		9	0		83.15	243.17
1WAT10-	1 WATER	NEPT49024013	A	10/09/2019		192165	706		7	0		75.75	220.97
1WAT10-	1 WATER	NEPT49024013	A	07/25/2019		189569	699		11	0		90.55	265.37
1WAT10-	1 WATER	NEPT49024013	A	04/19/2019		186993	688		10	0		82.68	248.01
1WAT10-	1 WATER	NEPT49024013	A	01/22/2019		184445	678		14	0		96.76	291.69
1WAT10-	1 WATER	NEPT49024013	A	10/02/2018		181907	664		12	0		89.72	269.85
1WAT10-	1 WATER	NEPT49024013	A	07/17/2018		179408	652		11	0		86.20	258.93
1WAT10-	1 WATER	NEPT49024013	A	04/11/2018		176875	641		12	0		81.56	257.89
1WAT10-	1 WATER	NEPT49024013	A	01/18/2018		174356	629		14	0		87.96	279.09
1WAT10-	1 WATER	NEPT49024013	A	10/12/2017		171852	615		11	0		78.36	247.29
1WAT10-	1 WATER	NEPT49024013	A	07/18/2017		169339	604		10	0		68.34	220.55
1WAT10-	1 WATER	NEPT49024013	A	04/18/2017		166830	594		10	0		68.34	220.55
1WAT10-	1 WATER	NEPT49024013	A	01/11/2017		164336	584		8	0		62.52	200.63
1WAT10-	1 WATER	NEPT49024013	A	10/12/2016		161848	576		10	0		68.34	220.55
1WAT10-	1 WATER	NEPT49024013	A	07/14/2016		159358	566		8	0		62.52	200.63
1WAT10-	1 WATER	NEPT49024013	A	04/14/2016		156877	558		9	0		65.43	208.41
1WAT10-	1 WATER	NEPT49024013	A	01/08/2016		154408	549		9	0		65.43	208.41
1WAT10-	1 WATER	NEPT49024013	A	10/13/2015		151959	540		9	0		65.43	208.41
1WAT10-	1 WATER	NEPT49024013	A	07/08/2015		149499	531		9	0		65.43	208.41
1WAT10-	1 WATER	NEPT49024013	A	04/06/2015		147050	522		8	0		59.53	175.99
1WAT10-	1 WATER	NEPT49024013	A	01/08/2015		144604	514		8	0		59.53	175.99
1WAT10-	1 WATER	NEPT49024013	A	10/10/2014		142165	506		11	0		67.84	201.85
1WAT10-	1 WATER	NEPT49024013	A	07/08/2014		139738	495		8	0		59.53	175.99
1WAT10-	1 WATER	NEPT49024013	A	04/08/2014		134894	487		8	0		57.55	170.55
1WAT10-	1 WATER	NEPT49024013	A	01/08/2014		132468	479		9	0		60.23	178.80
1WAT10-	1 WATER	NEPT49024013	A	10/09/2013		130045	470		10	0		62.91	187.05
1WAT10-	1 WATER	NEPT49024013	A	07/02/2013		127618	460		9	0		60.23	178.80
1WAT10-	1 WATER	NEPT49024013	A	04/04/2013		125194	451		10	0		61.33	178.80
1WAT10-	1 WATER	NEPT49024013	A	01/04/2013		122778	441		9	0		58.72	170.76
1WAT10-	1 WATER	NEPT49024013	A	10/10/2012		120370	432		32	0		129.53	383.05
1WAT10-	1 WATER	NEPT49024013	A	07/09/2012		117954	400		15	0		74.38	219.00
1WAT10-	1 WATER	NEPT49024013	A	04/06/2012		115559	385		18	0		54.77	158.85
1WAT10-	1 WATER	NEPT49024013	A	01/05/2012		110810	375		8	0		54.77	158.85
1WAT10-	1 WATER	NEPT49024013	A	10/05/2011		108430	365		10	0		59.87	174.29
1WAT10-	1 WATER	NEPT49024013	A	07/05/2011		106045	359		10	0		54.77	158.85
1WAT10-	1 WATER	NEPT49024013	A	04/05/2011		103664	351		19	0		54.85	161.37
1WAT10-	1 WATER	NEPT49024013	A	01/06/2011		101290	342		11	0		59.73	176.11
1WAT10-	1 WATER	NEPT49024013	A	10/05/2010		98915	331		10	0		57.29	168.74
1WAT10-	1 WATER	NEPT49024013	A	07/08/2010		96552	321		8	0		52.41	154.00
1WAT10-	1 WATER	NEPT49024013	A	04/12/2010		94188	313		10	0		54.53	165.38
1WAT10-	1 WATER	NEPT49024013	A	01/06/2010		91820	303		10	0		52.21	158.37
1WAT10-	1 WATER	NEPT49024013	A	10/08/2009		89475	295		9	0		52.21	158.37
1WAT10-	1 WATER	NEPT49024013	A	07/09/2009		87125	285		9	0		52.21	158.37

22-075

Capital Planning Committee Recommendations for FY23

Capital Planning Committee Priorities for May 2022 Town Warrant

Highest priorities			
Department	Description	Estimated Cost	Comment
Emergency management office	Public safety radio backup power generators	25,000	
Police/Fire	Public safety radio console update	112,580	
DPW	Sidewalk design and road repair	160,000	
DPW	Chevy Silverado with Plow	54,416	
School	Computer Server Replacement for School District	112,288	
Subtotal		\$464,284	
Medium priorities			
DPW	Skid Steer	52,699	
Library	Replacement of lighting management system	30,000	
School	Pick Up Truck with plow, dump body, and sander	61,470	
School	Skid steer	62,820	
Subtotal		\$206,989	
Lower priorities			
School	New skid steer	62,820	
DPW	Message board	19,400	
Rec committee	Pickelball court sound proofing	19,122	
	Subtotal	\$ 89,921	
Total		\$761,194	

Town of Millis

Capital Planning Committee

Summary of Capital Needs for FY 2023-2031

Row Labels	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 2032	Sum of Indefinite	Sum of 10-Year total
Facilities	827,225	487,697	791,159	1,078,450	50,000	50,000	50,000	76,878	50,000	50,000	24,117,754	27,629,163
COA											15,000,000	15,000,000
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	83,120	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	114,254	647,374
Fire												-
Other	95,000	68,000	50,000	25,000	25,000	25,000	75,000	25,000	25,000	25,000	9,170,000	9,608,000
Administration	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000		250,000
Building Department												-
COA		25,000					50,000					75,000
Equipment												-
Fields											7,170,000	7,170,000
Lansing Millis											2,000,000	2,000,000
Library	30,000	18,000	25,000									73,000
Oak Grove												-
Town Clerk	40,000											40,000
Public Safety	344,990	212,500	332,350	220,500	257,450	243,500	592,480	82,495	212,500	500		2,499,265
Equipment	178,990	500	76,350	220,500	204,450	125,500	111,480	82,495	500	500		1,001,265
Vehicle	166,000	212,000	256,000	-	53,000	118,000	481,000		212,000			1,498,000
Public Works	3,102,958	2,942,334	2,920,333	2,397,000	2,422,000	2,487,000	2,397,000	2,397,000	2,552,000	1,840,000	6,733,000	32,190,625
Equipment	129,499	160,000	120,000						155,000		63,000	627,499
Infrastructure	2,867,043	2,730,334	2,730,333	2,397,000	2,397,000	2,397,000	2,397,000	2,397,000	2,397,000	1,700,000	6,520,000	30,929,710
Vehicle	106,416	52,000	70,000	-	25,000	90,000				140,000	150,000	633,416
Schools	858,891	749,858	634,145	687,446	471,082	334,871	304,358	577,798	594,536	150,600		5,523,485
Equipment	475,709	307,058	236,433	335,034	254,570	179,870	244,358	517,798	534,536			3,085,366
School	125,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000		665,000
Vehicle	258,182	382,800	337,712	292,412	156,512	95,001				90,600		1,773,119
DPW	19,400											19,400
Equipment	19,400											19,400
Police/Fire	137,580							120,000				257,580
Police/Fire	137,580							120,000				257,580
Rec	19,122											19,122
(blank)	19,122											19,122
(blank)			30,264	60,528	60,528	60,528	60,528	30,264				302,640
(blank)			30,264	60,528	60,528	60,528	60,528	30,264				302,640
Grand Total	5,405,166	4,460,389	4,758,251	4,468,924	3,286,060	3,200,899	3,479,366	3,309,436	3,434,036	2,066,100	40,020,754	78,049,280

22-076

Review/Approval of Updated Local Limits for Industrial Pretreatment Program



Charles River Pollution Control District

Franklin · 1973 · Medway

March 23, 2022

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

Dear Mr. McKay,

The District voted on March 12, 2020 to amend its Sewer Use Regulations by updating the local limits as part of its Industrial Pretreatment Program. The vote amended Schedule A, Table 3-12 of the District's Sewer Use Regulations, which is given below. Each Town is required to amend their sewer use regulations to reflect this change. Please let me know once this has been voted on by the Select Board.

SCHEDULE A
Local Discharge Limitations

TABLE 3-12

CHARLES RIVER POLLUTION CONTROL DISTRICT
SUMMARY OF LOCAL LIMITS AND INDUSTRIAL DISCHARGES

Parameter	Daily Limit mg/L	Parameter	Daily Limit lb/d ¹	Max Monthly lb/d ¹
Cyanide	0.23	Biological Oxygen Demand (BOD) ²	3,148	761
Arsenic	1.02	Total Suspended Solids (TSS) ²	5,473	1,287
Cadmium	0.06	Total Ammonia - Nitrogen (NH ₃) ²	564	409
Chromium	3.48	Total Phosphorus (TP) ²	278	229
Copper	1.05			
Lead	0.08			
Mercury	0.03			
Nickel	0.79			
Selenium	0.14			
Silver	0.35			
Zinc	1.32			
Oil & Grease	150			
pH	5 - 12 s.u.			

¹ lb/d = pollutant concentration (mg/L) x Flow (MGD) x 8.34 (conversion factor)

² Total available loading for all Industrial Users. The sum of all allocations must not exceed the total permitted loading for all Industrial Users. Allocations are given to each Industry on an individual basis.

Please let me know if you have any questions.

Sincerely,

Elizabeth Taglieri, P.E.
Executive Director

22-077

Approval of Millis Public Library Assessment Contract

TOWN OF MILLIS

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

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

Gorman Richardson Lewis Architects, Inc. ("the Contractor")
Craig P. (Scott) Richardson
239 South Street
Hopkinton, MA 01748

(508) 922-2302
[Telephone Number]

N/A
[FAX Number]

srichardson@grlarchitects.com
[email address]

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

2. The Contract price to be paid to the Contractor by the Town is:
Not to exceed \$22,500.00 including reimbursable expenses.

3. Payment will be made as follows:

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

3.2 Fees and Reimbursable Costs combined shall not exceed \$22,500.00 as more fully set forth in the Contractor Documents.

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

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable 30 days after the final work is completed.

4. Definitions:

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

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

4.3 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall commence upon execution of the Contract and be for a term of approximately 16 weeks, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

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

7. Permits and Approvals:

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

8. Termination and Default:

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

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

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

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified

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

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

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

10. Statutory Compliance:

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

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

11. Conflict of Interest:

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

12. Certification of Tax Compliance

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

13. Non-Discrimination/Affirmative Action

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

color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

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

15. Condition of Enforceability Against the Town:

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

16. Corporate Contractor:

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

17. Minimum Wage/Prevailing Wage:

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

18. Liability of Public Officials:

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

19. Indemnification:

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

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

20. Insurance

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

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

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

20.1 Workers Compensation Insurance:

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

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

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Millis as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. All policies shall identify the Town as an additional insured. (except Workers' Compensation and Professional Liability) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent

of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

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

21. No Employment

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

22. Payment

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

23. Waiver and Amendment

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

24. Severability

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

25. Forum and Choice of Law

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

26. Notices

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

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the

Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

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

SIGNATURES ON NEXT PAGE

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

The Town of Millis by:

Select Board Date

Print Name

Select Board Date

Print Name

Select Board Date

Print Name

Department Head Date

Print Name

Chief Procurement Officer:

Date

Certified as to Form:

 3/23/2022

Town Counsel Date

The Contractor by:

 - 3/23/2022

Signature Date

Craig P. Richardson, President

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

Exhibit A

March 14, 2022

Ms. Kim Tolson, Library Director
Millis Public Library
961 Main Street
Millis, MA 02054

Re: Millis Public Library Facility Condition Assessment Agreement

Dear Ms. Tolson,

Thank you for the opportunity to submit this agreement to prepare the facility condition assessment that you have approved.

As requested, the following is included for your approval:

- Project Understanding
- Scope of Services
- Fee Proposal
- Schedule
- Insurance
- Next Steps/Approvals
- Standard Terms and Conditions

Project Understanding

Library Facility Condition Assessment

- Existing Site and Building Conditions Data Gathering and consultation with Library representatives
- Inventory and assess Architectural, ADA, Envelope, Structural, Mechanical, Electrical and Plumbing Systems
- Prepare written evaluation of components and conditions
- Develop 20-year maintenance/repair/replacement plan including cost estimates
- Summarize findings and recommendations for presentation to Library Director and Trustees

Scope of Services

Project Kick-Off Meeting

The entire project team will participate in a kick-off meeting with the Town of Millis Library Project representatives. GRLA will lead this meeting, ensuring that all participants are clear on the goals of this project, as well as the format of the final report.

Agenda includes:

- Introductions
- Project Goals
- Project Schedule
- Participant Responsibilities
- A/E Team Deliverables

- Communication Protocols
- Overview of Scope of Work
- Develop meeting and review dates

Existing Site and Building Conditions Data Gathering

GRLA and our consulting engineers will collect and review all available reports, applicable studies, building plans, and related information to inform the project scope at the Millis Public Library.

GRLA and our team will conduct a site visit to obtain all required existing conditions information for the project. GRLA and our engineering team members will investigate the following at each site via field inventory and extensive digital photography:

- Existing site conditions including: walkways, railings, exterior lighting
- Exterior Building envelope conditions including: walls, floors, roofs, windows and doors.
- Building Structure that is readily visible
- Interior Building finishes – floors, walls, ceilings, paint, millwork and related components
- General Accessibility overview
- HVAC systems and related issues
- Plumbing systems and related issues
- Electrical Systems and related issues
- Fire Protection and Fire Alarm systems and related issues

GRLA and our team will interview appropriate facilities staff that have familiarity with the building and related site issues.

Initial Data Assessment and Plan Report

GRLA and our team will develop an acceptable format for the recording of site and building component information and record our findings within those formats.

We will prepare an initial draft assessment report of our findings and meet with the Town representatives to review and confirm that the format and level of detail is acceptable for the final report.

Based on the project parameters established at the Kick-Off Meeting, this draft report can include:

- Site plans with annotations, photographs and a written summary of the conditions issues
- Floor plans with annotations, photographs and a written summary of the conditions issues including building envelope, interior finishes, windows, doors, hardware and all other architectural component issues as well as readily visible structural issues
- Exterior elevations with annotations, photographs and a written summary of the building envelope conditions issues
- ADA issues reviewed and noted
- Mechanical Report with annotations, photographs and a written outline of major mechanical components and recommended actions
- Electrical Report with annotations, photographs and a written outline of major electrical components and recommended actions

- Plumbing and Fire Protection Report with annotations, photographs and a written outline of major plumbing components and recommended actions
- Rating of the existing conditions and draft cost estimates for the outline of work above as well as the 20-year projections

GRLA and our team will then meet with the Library Director and Trustees and others as requested and present our initial draft report for review and input. Based on that input we will then proceed to the final report production.

Fee Proposal

For these services we propose a fixed fee of **\$22,500** including reimbursable expenses. Fees will be billed on a monthly basis according to work completed that month.

Project Schedule

<u>Phase or Milestone</u>	<u>Elapsed Weeks</u>
• Architect Selected and Notice to Proceed	Week 1
• Project Kickoff Meeting	Week 2
• Site Visit and Initial Building Assessment	Week 4
• Review Initial Findings with Town	Week 6
• Finalize Building Inventory and Record Information	Week 10
• Develop Draft Report	Week 12
• 2 nd Review Meeting with Town	Week 14
• Final Report	Week 15
• 3 th and Final Review meeting with the Town	Week 16

Insurance

GORMAN RICHARDSON LEWIS ARCHITECTS, INC. maintains the following insurance coverages:

- | | |
|-------------------------------|---|
| 1. General Liability: | \$2,000,000 per Occurrence /\$4,000,000 Aggregate |
| 2. Automobile: | \$1,000,000 |
| 3. Worker's Compensation: | \$1,000,000 |
| 4. Professional Liability: | \$2,000,000 per Occurrence/\$2,000,000 Aggregate |
| 5. General Umbrella Coverage: | \$5,000,000 per Occurrence/\$5,000,000 Aggregate |

Next Steps:

Ms. Tolson, please get back to me with any questions regarding this proposal. If this agreement is satisfactory, please sign below. We look forward to working with you on this assessment of the Millis Public Library.

Respectfully submitted,
Gorman Richardson Lewis Architects, Inc.



Scott Richardson, AIA, LEED AP
Principal

Accepted and agreed to:

Signature _____ Date _____

Printed name _____ Title _____

PROPOSAL TERMS AND CONDITIONS**2022**

*This proposal represents the entire and integrated Agreement between **Town of Millis – Public Library (the Client)** and **Gorman Richardson Lewis Architects (the Architect)**. The proposed fee includes the scope as described.*

- 1. Initial Information:** This Agreement is based on the Initial Information as described in the Project Understanding section (above) of this Proposal Letter.
- 2. Assumptions and Exclusions:** The following services are **excluded** from our proposal – these services can be provided as an additional service if requested by the client:
 - a. Acoustical Design
 - b. Audio/Visual Design
 - c. Cafeteria and Food Service Design
 - d. Civil Engineering, Landscape design or site survey services
 - e. Commissioning – whether MEP Systems or Building Envelope Systems
 - f. Flow test for sprinkler system Design
 - g. Generator system design and approvals
 - h. Geotechnical investigation and borings
 - i. Independent Engineering Peer Reviews
 - j. Independent material testing and inspections
 - k. Life Cycle costing
 - l. Mechanical/ Electrical/ Plumbing/ Fire Protection Engineering
 - m. Post Occupancy evaluations
 - n. Presentations for approvals to authorities
 - o. Security System and/or Intercom system Design
 - p. Signage and Graphics Design except for code required signage
 - q. Structural Engineering
 - r. Sustainable design, LEED Certification and Building Energy Modeling services
 - s. Telephone and Data System Design
 - t. Design and Documentation services after the completion of the report
- 3. Standard of Care:** The Architect agrees to perform services in a professional manner consistent with the degree of skill and care ordinarily exercised by other members of the profession under similar circumstances, at the same time and in the same or a similar locale. The Architect makes no warranty, express or implied, as to its professional services rendered under this Agreement. The Client and Architect are aware of the risks, rewards and benefits of the project and the Architect's total fee for services. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's professional total liability to the Client for any and all injuries, claims, losses, expenses, damages or other claims expenses arising out of this Proposal from any cause or causes shall not exceed the total amount of the fee or the amount of available insurance. Such causes include but are not limited to the Architect's negligence, errors and omissions, strict liability or breach of contract.

-
4. **Meetings and Site Visits:** The following meetings, on-site meetings and site visits are included in the proposed fee – **additional meetings if requested will be billed on an hourly basis:**
- **Study Phase:** **4 Meetings** **1 Site Visits**
5. **Additional services:** Revisions due to client requested changes in scope, quality or budget will entail additional services. If the project or Architect's scope of services are changed materially or additional services are requested, the Architect will prepare an Additional Services Authorization (ASA) for client approval prior to commencing additional services. For additional services where no scope of work can be clearly defined, the services will be provided on an hourly basis and reflected in an applicable ASA. Refer to the attached Summary of Fees and Charges.
6. **Services After the Completion of Scope of this Proposal:** If services are required of Architect by Client for any reason whatsoever, at any time after the completion of the Architect's services as set forth in this Proposal, those services shall be considered additional services for which the Architect shall be compensated based on a new proposal or an hourly basis at the Architect's then existing rates.
7. **Duration of Services Under this Proposal:** If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.
8. **Reimbursable expenses:** Reimbursable expenses include (but are not limited to): Vehicle mileage, photographs, vendor and in-house document reproduction, phone calls and facsimile transmissions archival charge, and other incidentals necessary to complete the scope as described. The Architect shall be reimbursed for expenses, beyond those included as noted above, incurred in the interest of the project, plus an administrative fee of fifteen percent (15%) unless a specified dollar amount is identified in this proposal.
9. **Mediation:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Architect agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation. The Client and the Architect further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.
- If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
10. **Termination:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Architect for all services rendered and all reimbursable costs incurred by the Architect up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Architect not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Architect's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Architect, the Client shall pay the Architect, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Architect in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

11. **Right of entry:** The Client agrees to furnish right of entry and permission for the Architect to perform field investigation, photography, field measurements, and review of existing buildings in accordance with permission to access areas by Client.
12. **Hazardous Materials Exclusion:** No hazardous material investigation or remediation is part of this proposal. If Asbestos-Containing Material or other Hazardous Materials are encountered or suspected the Architect will notify the Client. However, the Architect has no liability whatsoever for Hazardous Materials whether noted or not on the property.
13. **Betterments:** If a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
14. **Costs of Collection:** The Client hereby agrees to pay all costs of collection of overdue accounts including all legal and court costs and related reimbursable expenses; and to reimburse the Architect for time which he and his staff expend in the collection of overdue accounts at the then standard hourly rate stipulated by the then most current schedule of fees and services, unless such amounts are overdue as a result of a legitimate dispute in which case the costs of collection shall be deemed not to include costs incurred as a result of the Client pursuing his rights.
15. **Cost Estimates:** Since the Architect has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices or over competitive bidding or market conditions, any opinion of construction cost provided for herein are made on the basis of the Architect's cost estimating consultant's experience and qualification and represent the Architects best judgment; but the Architect does not guarantee that proposals, bids or actual construction costs will not vary from opinions of probable cost prepared by the Architect or his cost estimating consultants. The Client agrees that the Architect shall not be held liable for differences between estimates and actual costs.

- 16. Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Architect, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Architect shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- 17. Jobsite Safety:** Neither the professional activities of the Architect, nor the presence of the Architect or its employees and subconsultants at a construction/project site, shall impose any duty on the Architect, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Architect and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Architect and the Architect's subconsultants. The Client also agrees that the Client, the Architect and the Architect's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.
- 18. Instruments of Service:** If the Client terminates the Architect for its convenience under Section 9.5 of B104, or the Architect terminates this Agreement under Section 9.3 of B104, the Client shall pay a licensing fee as compensation for the Client's continued use of the Architect's Instruments of Service solely for the purposes of completing, using and maintaining the Project as follows: fifty percent (50%) of the remaining fee for Architect's services prior to termination, or ten thousand dollars (\$10,000), whichever is less.
- 19. Payment terms:** Services will be billed via a monthly invoice. No deposit or initial payment is required. Payments are due and payable upon receipt of the Architect's invoice. Amounts un-paid (60) days after the date of invoice shall bear interest at the rate of one-and-one half (1.5%) percent per month, eighteen (18%) percent per annum. The Architect reserves the right to stop services should invoices or any part thereof remain unpaid for (60) days or more from the date of invoice.
- 20. Third-Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Architect. The Architect's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Client and Architect agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

*Gorman Richardson Lewis Architects
Fees and Charges - 2022*

Architectural and Interiors Personnel

Principal	\$240.00
Associate	\$220.00
Senior Project Manager	\$200.00
Project Manager	\$180.00
Assistant Project Manager	\$160.00
Job Captain	\$145.00
Designer III	\$125.00
Designer II	\$110.00
Designer I	\$100.00
Administrative	\$100.00

Building Envelope Group

Group Director	\$220.00
Senior Project Manager	\$210.00
Project Manager	\$190.00
Assistant Project Manager	\$165.00
Field Technician II	\$145.00
Field Technician I	\$120.00
Administrative	\$100.00

EXPENSES

Mileage:		\$0.64 per mile
Expenses:	Incurred by the Architect on behalf of the Client such as:	Cost Plus 15%
	<ul style="list-style-type: none"> • Photographs • Postage/overnight delivery • Plotting and printing 	
Technology:	Overall service fee for technology, software, BIM, communications, and other IT related expenses and maintenance.	2% of monthly billings
Consultants:	Charges to the Architect.	Cost Plus 15%

Rates subject to review annually.

BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED

CERTIFICATION OF GOOD FAITH

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

The Contractor by: Craig P. (Scott) Richardson
Print Name
President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Craig P. (Scott) Richardson, authorized signatory for
name of signatory
Gorman Richardson Lewis Architects, whose
name of contractor
principal place of business is at 239 South Street, Hopkinton MA 01748,
does hereby certify under the pains and penalties of perjury
that Gorman Richardson Lewis Architects has paid all
name of contractor
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Scott Richardson 3/23/2022
Signature Date

Craig P. (Scott) Richardson
Name

042657956
Federal Tax ID # or Social Security #

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

The undersigned, being the Shareholders of Gorman Richardson Lewis Architects, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Anita Sandberg the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on March 23, 2022.



Clerk of Corporation

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ostrander Insurance Agency 94 David Road Bellingham, MA 02019	CONTACT NAME: Paul Ostrander	
	PHONE (A/C, No, Ext): 508-966-1116	FAX (A/C, No): 508-966-1145
E-MAIL ADDRESS: info@ostranderinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Safety Insurance Company		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Gorman Richardson Lewis Architects Inc
239 South St
Hopkinton, MA 01748

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners Policy GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	BMA0030964	04/13/21	04/13/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ Business Per. Prop. \$ 500,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y Y	5916639	04/13/21	04/13/22	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	Y Y	CMU0006371	04/13/21	04/13/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations: Architecture Firm

Town of Millis is included as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

Town of Millis
900 Main St
Millis, MA 02054

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul R Ostrander

22-078

Review/Approve FY23 Personnel Plan Adjustments

22-079

Open Annual Town Meeting Warrant

22-080

Discuss Annual Town Meeting Warrant Articles



TOWN OF MILLIS

TO: Select Board

CC: Karen Bouret DeMarzo, Operations Support Manager
Carol Johnston, Finance Director

FROM: Michael Guzinski, Town Administrator

DATE: April 1, 2022

RE: Updated Draft of the Spring Annual Town Meeting Warrant for Review

Greetings,

I've attached the most recently updated draft Spring Annual Town Meeting Warrant for your review and discussion.

I will note the changes to the draft warrant since you last reviewed it.

The first item I'd like to address is **Article 1**. The Finance Director and I believe that the total transfers needed for this item are under \$5,000 and we will add those items prior to you voting to approve and sign the warrant at your meeting on April 11th.

Article 13 (Capital) is the second item to be addressed. I have filled in the capital projects in the warrant based upon the Capital Planning Committee's report which you just received. As you'll see from the Article, we project the availability of \$231,211 in General Funds and \$94,887 in Enterprise Funds for funding these items. The differential between the available funds and requests is \$204,575. Therefore, some of the items listed cannot be funded at this time. Based upon these limitations I'm recommending that the following three items be deferred for funding until the Fall Annual Town Meeting:

School Computer Server Replacement	\$112,288
Library Lighting System	\$30,000
School Pick Up Truck with Plow/Sander	\$61,470
Total	\$203,758

The last recommended change is the addition of **Article 25**. The Town Meeting accepted this statute several years ago for the purpose of creating a consolidated Finance Department in the Town. However, I've been advised by Town Counsel that it would be prudent to place this before the Town Meeting for their approval specifically for the consolidation of Facilities Maintenance. The addition of this article will ensure, without a doubt, the authority of the School Committee and Select Board to move forward with

this beneficial consolidation. Obviously this change necessitates a change in numbering of the remainder of the ATM Warrant Articles.

Also in your packet are narratives from the heads of the Police, Fire, COA, and School Departments outlining the value and need of contracting with a Social worker service firm to provide support to the Town in this area.

We plan on discussing these matters in detail at your meeting on Monday.

Please let me know if you have any questions in regards to these important matters.

Thank you.

Mike Guzinski

From: Patty Kayo
Sent: Monday, March 28, 2022 3:32 PM
To: Mike Guzinski
Cc: Karen Bouret DeMarzo
Subject: RE: Town Wide Social Worker
Attachments: Town wide social worker.docx

Let me know if you need anything else.

Patty

From: Mike Guzinski <mguzinski@millisma.gov>
Sent: Monday, March 28, 2022 2:18 PM
To: Chief Rick Barrett <rbarrett@millisma.gov>; Chief Chris Soffayer <csoffayer@millisma.gov>; Patty Kayo <pkayo@millisma.gov>
Cc: Karen Bouret DeMarzo <Karen.Bouret.DeMarzo@millisma.gov>
Subject: Town Wide Social Worker

Good afternoon,

The Select Board, at their meeting this past Friday, briefly discussed the request for HCA funds for a Town-wide Social Worker through a local company. The Board has asked that each of you put together a summary of how this position would benefit the operations of your department and serve the community. Could you please provide that to me by this Thursday, March 31st. Please let me know if you have any questions in regards to this matter.

Thanks.

Mike

Michael J. Guzinski
Town Administrator
Veterans, Memorial Building
900 Main Street
Millis, MA 02054

508-376-7041
mguzinski@millisma.gov

A Town-wide Social Worker would be helpful in accessing Behavioral Health Services for residents. The COA mainly deals with referrals to different state, federal and local agencies and assisting residents with applications, financial support, and legal assistance. Assisting residents with behavioral problems requires timely responses and careful follow up. Our Outreach Worker is only available 3 days per week and can not provide the follow through for an individual with behavioral health needs.



Christopher J. Soffayer
Chief of Police

Millis Police Department

Town of Millis
Commonwealth of Massachusetts



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

March 29, 2022

Greetings,

The co-responder team model for behavioral health crisis response is a police-based intervention that pairs trained police officers with mental health professionals to respond to incidents involving individuals experiencing behavioral health crises, substance misuse and domestic violence. This position would benefit the operations of the Millis Police Department and serve the community by providing a collaborative crisis response model aimed to improve the experiences and outcomes of persons in crisis by providing effective crisis de-escalation, diversion from the criminal justice system, and connection to appropriate behavioral health services. The co-responder team model highlights the cost-effectiveness of this response, suggesting its capacity to alleviate pressure on the criminal justice and health care systems. Although not without limitations, the processes and impact of co-responder team programs suggest this model may have value for crisis response.

The use of this response model across communities and across time has resulted in substantial variation in the definition and delivery of co-responder team programs. In many cases, this variation is a product of efforts to tailor co-response to the specific needs of communities. For example, our co-responder team will serve as a primary or secondary response (or combination of both) to behavioral health crises. The type of support provided by mental health co-responders from Community Impact may also vary (e.g., “ride-along,” “ride-separate,” or “remote” support). We will be working over the first few months with Community Impact Director, Amy Leone MS, MA, LMHC, CYT to tailor what response model will work for our department and the community.

The hours of operation for these teams can also vary greatly. However, Community Impact has discussed being available several days a week in the late afternoon and evening hours, when the frequency of behavioral health crises, substance misuse and domestic issues in the community are observed to be greatest. Again, we will be working over the first few months with Community Impact Director, Amy Leone MS, MA, LMHC, CYT to tailor hours based on referenced call data across a significant period of time.



Christopher J. Soffayer
Chief of Police

Millis Police Department

Town of Millis
Commonwealth of Massachusetts



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

This position would benefit the operations of the Millis Police Department and serve the community as the primary goals of this co-responder team model, including crisis de-escalation, enhancing civilian and officer safety during interactions, developing partnerships with the Community Impact Inc. to facilitate diversion, and connecting people experiencing behavioral health crises to resources and services are the same

The Impact of Co-Responder Team

- Enhancing crisis de-escalation,
- Increasing individuals' connection to services,
- Reducing pressure on the criminal justice system by reducing arrests, police detentions, and time spent by officers in responding to calls for service,
- Reducing pressure on the health care system by reducing emergency department visits and psychiatric hospitalizations, and
- Promoting cost-effectiveness.

Stakeholders' Perceptions of Co-Responder Team Programs

These elements can be broadly summarized into six categories:

- Establishing Strong Inter-Agency Collaboration:
- Outlining Clear Policies and Procedures:
- Building the Co-Responder Team:
- Advertising the Program in the Community:
- Identifying Available Behavioral Health Services:
- Identifying Funding

Respectfully Submitted,
Christopher J. Soffayer
Chief of Police

Mike Guzinski

From: Chief Rick Barrett
Sent: Tuesday, March 29, 2022 3:45 PM
To: Mike Guzinski
Subject: Re: Town Wide Social Worker

Mike,
The impact a Social Worker could have on our Fire/EMS department are immeasurable. With Mental health and substance abuse responses on the rise and inundating our Emergency Rooms. The ability to have a social worker respond to a low acuity, non-violent, non-dangerous scene, evaluate a patient and have the ability to refer them to an outpatient or inpatient program, and not require a 911 response, tying up an ambulance, and reducing the impact on the Emergency Room would be very helpful. This would not only help our community, our department, the police department but on a larger scale it would benefit the Hospital and patient wait times, and the availability of care for more serious patients. Our Mental health crisis is only growing, and our youth is becoming more impacted by the need for mental health resources without having to sit in an emergency room for hours or days while they are sent to a program. A social worker could help these families that need direction and advice on resources available. We look forward to the opportunity to work with a Social worker in the future. Thank you for the opportunity to further support this endeavor.

Richard Barrett, CFO
Fire Chief/EMD
885 Main St.
Millis, Ma 02054
Phone: 508-376-2361
Fax: 508-376-4339



Disclaimer

The information contained in this communication from the Town of Millis is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

From: Mike Guzinski <mguzinski@millisma.gov>
Sent: Monday, March 28, 2022 2:17 PM
To: Chief Rick Barrett <rbarrett@millisma.gov>; Chief Chris Soffayer <csoffayer@millisma.gov>; Patty Kayo <pkayo@millisma.gov>
Cc: Karen Bouret DeMarzo <Karen.Bouret.DeMarzo@millisma.gov>
Subject: Town Wide Social Worker

Good afternoon,

The Select Board, at their meeting this past Friday, briefly discussed the request for HCA funds for a Town-wide Social Worker through a local company. The Board has asked that each of you put together a summary of how this position would benefit the operations of your department and serve the community. Could you please provide that to me by this Thursday, March 31st. Please let me know if you have any questions in regards to this matter.

Mike Guzinski

From: Robert Mullaney <rmullaney@millisschools.org>
Sent: Thursday, March 31, 2022 2:16 PM
To: Mike Guzinski
Cc: T. Wiggin
Subject: Re: Town-Wide Social Worker Consulting

Hi Mike,

Here are some areas where a town wide social worker would benefit the schools:

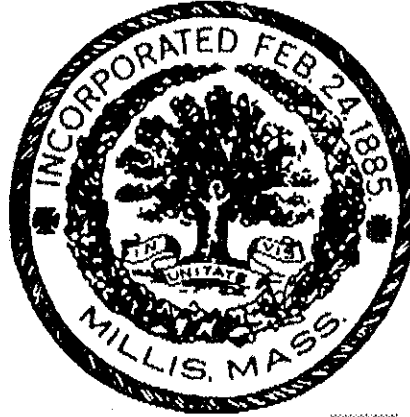
Important functions from the schools' perspective:

- Act as a bridge between school and home services
- Provide resources to families (regarding disability, low income, homelessness, and crisis situations)
- Assist schools in addressing mental health concerns through counseling outside of school hours
- Provide resources for individuals and families dealing with substance abuse
- Act as case manager for families involved in complex, multi-agency situations
- Act as an advocate for families and individuals who have difficulty navigating services
- Provide education/workshops to parents with birth-5 year old children (parenting, risk factors for learning, socialization)
- Serve as a liaison between the town and area health care providers to maintain current status on program/provider availability
- Work with school staff to provide community education on issues including suicide prevention, substance misuse, and other risk behaviors
- Maintain and update lists of community providers and local resources as well as information on patient openings and wait-times for services
- Collaborate with school counselors on student/family case management and share information (with appropriate releases) on DCF/DYS involvement, services outside of school and programs outside of school
- Attend regular meetings with school counseling and administrative staff
- Provide short-term counseling to support students and families outside of school hours
- Assist families with food insecurity
- Assist families with applications for transitional assistance, Department of Mental Health, Social Security and Social Security Disability services
- Maintain a web page linked to the town and school websites with the social worker's hours, information on accessing services, and resources posted

Thanks,
Bob

On Thu, Mar 31, 2022 at 1:57 PM Mike Guzinski <mguzinski@millisma.gov> wrote:

Good afternoon Bob,



May 2, 2022

**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 Monday, the second day of May, AD 2022 at 7:30 p.m. in the Middle-Senior High School Auditorium in said Millis:

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

SPRING 2022 TOWN MEETING ARTICLE LIST

1. Unpaid Bills
2. FY22 Additional Wages and Expenses
3. FY23 Operating Budget
4. SEIU #888, Firefighters Local #4704, AFSCME Council 93 Local #1301 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 Open Space/Recreation Reserve Fund – Soundproofing for Pickleball/Tennis Courts
10. Community Preservation Open Space/Recreation Reserve Fund – Town-Owned Properties Inventory and Management Plan
11. Community Preservation Open Space/Recreation Reserve Fund – Oak Grove Farm Trail Improvement Project
12. FY23 Recertification Process (BOA) - for remaining \$17,800
13. Capital Items
14. PFAS Water Treatment Bonding Amendment
15. Design and Construction of Sidewalks and Roads
16. Tree Removal/Maintenance
17. New Computer Lease for Schools – Year One
18. New Police Cruiser Lease – Year One
19. General Bylaw – Powers and Duties of the Town Administrator
20. Charter Amendment – Change Select Board Composition from 3 to 5
21. Charter Amendment – Select Board – Powers of Appointment
22. Charter Amendment – Change Town Clerk from Elected to Appointed

23. Zoning Bylaws Amendment – Amendment to Associate Planning Board Member
24. Zoning Bylaws Amendment – Add I-P-2 District to Tables 2 & 3
25. **Acceptance of MGL Ch. 71 Section 37M Authorization for Consolidated Town wide Facilities Maintenance**
26. Unemployment Insurance
27. OPEB Fund
28. Stabilization Fund
29. Petition Article
30. Petition Article

DRAFT

TOWN OF MILLIS

May 2, 2022 SPRING ANNUAL TOWN MEETING WARRANT

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

(Department)	??????	(Vendor)
Total		??????

(Submitted by The Select Board)

4/5 majority

ARTICLE 2. To see if the Town will vote to transfer from available funds a sum of money for **additional wages or expenses** not sufficiently funded under Article 3, Operating Budget, of the May 1, 2021 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, 2022, 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 the sum of **\$100,000** to fund the estimated first-year cost items contained in the contracts between the **Town of Millis and SEIU Local 888, Professional Firefighters of Millis Local #4704, and AFSCME Council 93 Local 3901**, all to be effective July 1, 2022, 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, 2022**, 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, 2022**, 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, 2022**, 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, 2022, as shown in the FY23 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:
Amend Article VI, Section 12 of the Town's General Bylaws by deleting the following revolving fund from the existing table of revolving funds as follows:

Recreation Fund - Fees from Recreation Programs - Recreation Department

And to establish the following fiscal year spending limit for the Town's established revolving funds for Fiscal year 2023:

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 Services/Vax 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
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 2023, with each item to be considered a separate appropriation or act in any manner in relation thereto.

Appropriations:

From 2023 estimated revenues for Committee Administrative Expenses	\$13,734.00
(To be divided equally: \$6,867.00 CPC Salary Account: \$6,867.00 CPC Expenses)	
From Undesignated Fund Balance for Long Term Debt- Principal	\$20,000.00
From Undesignated Fund Balance for Long Term Debt- Interest	\$ 8,950.00

Reserves:

From FY2023 estimated revenues for Historic Resources Reserve	\$27,469.00
From FY2023 estimated revenues for Community Housing Reserve	\$27,469.00
From FY2023 estimated revenues for Open Space Reserve	\$27,469.00
From FY2023 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 Open Space/Recreation Reserve Fund for **Soundproofing for the Pickleball/Tennis Courts**, 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 Town Owned Properties Inventory and Management Plan**, 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 transfer the sum of **\$16,900** from the **Community Preservation Open Space Reserve Fund** for the **Oak Grove Farm Trail Improvement Project**, or take any other action in relation thereto.

(Submitted by the Community Preservation Committee) *Simple majority*

ARTICLE 12. To see if the Town will vote to raise and appropriate, or transfer from available funds, the sum of **\$17,800 to conduct the FY23 Recertification Process**, or take any other action in relation thereto.

(Submitted by Board of Assessors) *Simple majority*

ARTICLE 13. To see if the Town will vote to raise and appropriate or transfer from available funds the sum of **\$326,098 (\$231,211 GF + \$94,887 EF) to fund the following capital items:**

Department	Capital Item	Amount
Police/Fire	Public Safety Radio Console Update	\$112,580
Emerg. Man.	Public Safety Radio Backup Generators	\$25,000
DPW	Chevy Silverado with Plow	\$54,416 (\$13,604G)
Schools	Computer Server Replacement	\$112,288
DPW	Skid Steer	\$52,699 (\$13,175G)
Library	Replace Lighting Management System	\$30,000
School	Skid Steer	\$62,820
School	Pick Up Truck with Plow/Dump Body/Sander	\$61,470
DPW	Message Board	\$19,400 (\$4,850G)
Total		\$530,673

******* (Request \$530,673 - Available Funds \$326,098 = Differential \$204,575) *******

Or take any other action in relation thereto.

(Submitted by The Select Board)

Simple majority

ARTICLE 14. To see if the Town will vote to appropriate **\$500,000** or any other amount, to pay additional costs of making water treatment plant improvements at the D'Angelis Water Treatment Plant to address excessive levels of PFAS identified in Wells 1 and 2, including the payment of all costs incidental and related thereto, which amount shall be expended in addition to the \$5,600,000 previously appropriated for this project under Article 4 of the Warrant at the Fall Annual Town Meeting; to determine whether this amount shall be raised by borrowing or otherwise, or to take any other action relative thereto.

(Submitted by Select Board) *2/3 majority if stabilization funds or borrowing used*

ARTICLE 15. To see if the Town will vote to raise and appropriate, or transfer from available funds, the sum of **\$160,000 for the Design and Construction of Sidewalks and Roads**, or take any other action in relation thereto.

(Submitted by Select Board)

Simple majority

ARTICLE 16. To see if the Town will vote to raise and appropriate, or transfer from available funds, the sum of **\$50,000 for Tree Removal/Maintenance**, or take any other action in relation thereto.

(Submitted by Select Board)

Simple majority

ARTICLE 17. To see if the Town will vote to borrow under the provisions of M.G.L. Chapter 44 or any other enabling authority, a sum of **\$69,900 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)

2/3 majority

ARTICLE 18. To see if the Town will vote to borrow under the provisions of M.G.L. Chapter 44 or any other enabling authority, the sum of **\$104,000 for the lease/purchase(s) of two Police Cruisers**, or take any other action in relation thereto.

(Submitted by Select Board)

2/3 majority

ARTICLE 19. To see if the Town will vote to establish the following General Bylaw:

“ARTICLE V. TOWN OFFICERS Section 31. Town Administrator”

In addition to the powers and duties enumerated in Section III-4 of the Millis Town Charter “Position of Town Administrator”, the Town Administrator shall have the following powers and duties:

Subsection 1: POWERS AND DUTIES

The town administrator shall be the chief administrative officer of the town, directly responsible to the select board for the administration of all town affairs for which the office of town administrator is given responsibility by this Charter. The powers and

duties of the town administrator shall include, but are not intended to be limited to the following:

- (a) To supervise, direct, and be responsible for the efficient administration of all functions and activities for which the office of town administrator is given authority, responsibility or control by the Charter, by this by-law, by town meeting vote, by vote of the select board, or otherwise.
- (b) To appoint, and in appropriate circumstances, to remove, subject to ratification by the Select Board, all department heads, officers, and employees for whom no other method of selection is provided by the Charter and this Bylaw. Except as otherwise provided herein, all offices under the supervision of the town administrator as set forth in this section shall have the powers and duties set forth in the General Laws, the town bylaws and the Charter.
- (c) To be entrusted with the administration of the town personnel system; to administer the personnel policies and procedures and rules and regulations; and to administer the personnel by-law, the personnel plan, and collective bargaining agreements entered into by the town.
- (d) To keep the select board fully advised as to the needs of the town and recommend to the select board and to other elected town officers and agencies for adoption such measures requiring action by them or by the town meeting as the town administrator may deem necessary or expedient. The town administrator shall keep the select board informed regarding issues affecting the administration and governance of the town, in a timely manner.
- (e) The town administrator shall be responsible for the maintenance, repair, and use, of all town land and buildings which fall under the jurisdiction of the select board.
- (f) To prepare and present to the select board an annual operating budget for the town; and to work in conjunction with the capital planning committee and the finance director to prepare a proposed capital improvement plan for the five (5) fiscal years next ensuing.
- (g) To negotiate, on behalf of the select board, all personnel contracts and collective bargaining agreements involving any subject within the jurisdiction of the office of the town administrator or select board, including contracts with town employees involving wages, hours and other terms and conditions of employment. All such contracts and agreements shall be subject to the approval of the select board.
- (h) To coordinate the activities of all town agencies serving under the office of the town administrator and the office of the select board with those under the control of other officers and multiple member bodies elected directly by the voters.
- (i) To perform any other duties as are required to be performed by the town administrator by by-laws, administrative code, votes of the town meeting, or votes of the select board, or otherwise.

(j) To be the chief procurement officer for the town, in accordance with the provisions of the Massachusetts General Laws, and to appoint such assistant procurement officers as provided in Chapter 30B of the Massachusetts General Laws.

(k) To see that the provisions of the general laws, the Charter, town by-laws, votes of the town meeting and of the select board which require enforcement by the town administrator are faithfully executed, performed or otherwise carried out.

(l) To prosecute, defend and compromise, subject to the approval of the select board, all litigation to which the town is a party, and to direct Town or Special Counsel with respect to such litigation.

(m) To inquire and make investigation, at any time, into the conduct and operation of office or performance of duties of any officer or employee, department, board, commission or other town agency.

(n) To coordinate the activities of all town agencies serving under the office of the town administrator and the office of the select board with those under the control of other officers and multiple member bodies elected directly by the voters.

(o) To seek out and work to obtain resources from federal, state and other governmental jurisdictions that further town purposes.

(p) To perform any other duties as are required to be performed by the town administrator by by-laws, administrative code, votes of the town meeting, or votes of the select board, or otherwise.

Subsection 2: ACTING TOWN ADMINISTRATOR

(a) Temporary Absence - With the approval of the select board, the town administrator may designate a qualified town administrative officer or employee to exercise the powers and perform the duties of the town administrator during an absence of the town administrator of not more than twenty (20) days, including Saturdays, Sundays and holidays. Such delegation shall be made by letter filed with the town clerk, the municipal finance director, and the select board.

(b) Powers and Duties - The powers and duties of the temporary or acting town administrator, under subsection (a), above, shall be limited to matters not admitting of delay and shall include authority to make temporary, emergency appointments or designations to town office or employment but not to make permanent appointments, and designations, or to effectuate terminations.

(c) Interim Town Administrator. In the event of resignation or termination of the Town Administrator, the select board may appoint an Interim Town Administrator to serve in such position until a permanent Town Administrator is appointed. Such Interim Town Administrator shall have all the powers of the Town Administrator, except as may be limited by the engagement with the Select Board.

Or take any other action in relation thereto.

(Submitted by the Select Board)

Simple Majority

ARTICLE 20. To see if the Town will vote to petition the Massachusetts General Court to file for Special Legislation to amend the Town of Millis Charter, as follows:

Article III. Executive Branch

Article III- 1 Select Board: Composition

By changing the number of members of the Select Board, as follows: The Executive powers of the town shall be vested in the Select Board consisting of **five** members; each elected by vote of the registered voters of the town for a three-year term. For transitional purposes, a fourth member of the Board shall be elected to a two-year term and a fifth member shall be elected to a three-year term at the first annual election following the date of approval of the increase to five members. The terms shall be so arranged that the term of at least one member expires each year.

Or take any other action in relation thereto.

(Submitted by Select Board)

2/3 Majority

ARTICLE 21. To see if the Town will vote to make the following changes to the Town Charter (with ratification by Annual election):

Article III- 3 Powers of Appointment

By amending both paragraphs to read as follows:

The Select Board shall have the power to appoint the town administrator, the finance director, police chief, fire chief, director of public works, town counsel, town auditor, registrars of voters, permanent building committee, and such other town boards, commissions or committees as may be required for the proper administration, health or safety of the town, as well as individuals who are to serve as representatives of the town to the governing or advisory bodies of area, regional, or district authorities, and may terminate the same at their discretion.

Further, the Select Board shall have the power to appoint a three-member board of assessors for terms of three years, and may terminate the same at their discretion. The members of this board shall be made up of registered voters of the Town of Millis.

Or take any other action in relation thereto.

(Submitted by Select Board)

2/3 Majority

ARTICLE 22. To see if the Town will vote to make the following changes to the Town Charter (with ratification by Annual Election):

Section IV-2: Other Elected Officers

By amending the language as follows:

- a. The Town Clerk shall be appointed, with said appointment to be made following the end of the term of Town Clerk who was elected as of the date of this amendment.

Or take any other action related thereto.

(Submitted by Select Board)

2/3 Majority

ARTICLE 23. To see if the Town will vote to amend the Zoning By-Laws, as most recently amended, by amending the section identified herein as follows, or to take any other action related thereto.

- 1) By amending Section XII Administration and Enforcement, T. Associate Member to the Planning Board:

From:

“An associate Member to the Planning Board shall be appointed by the Board of Selectmen for a term of one year, such Associate Member to act on Special Permits.”

To:

“An Associate Member to the Planning Board shall be appointed by the Select Board for a term of one year, such Associate Member to act on Special Permits and Site Plans.”

(Submitted by Planning Board)

2/3 Majority

ARTICLE 24. To see if the Town will vote to amend Table 2: Area Regulations and Table 3: Height and Bulk Regulations in Section VI of the Town of Millis Zoning By-Law to insert I-P-2 District to the I-P

Column shown below, or take any action relative thereto.

Table 2. Area Regulations

(See following page for notes.)

(Amended May 13, 1985) (Amended May 10, 2004) (Amended May 9, 2005)

(Amended May 8, 2006) (Amended June 14, 2010)(Amended May 12, 2014)

District	Use	Area (sq. ft.)	Base Density ¹ (units per acre or FAR) (10)	Lot (2) Fron tage (ft.)	Lot De pth (ft.)	Yards ⁽³⁻⁷⁾		
						Front (ft.)	Sid e (ft.)	Rea r ¹¹ (ft.)
R-T	Any permitted principal structure or use	60,000		200	30 0	40	40	40
R-S	Any permitted principal structure or use	25,000		125	20 0	40	20	40

¹ Base density refers to the allowable density before any density bonus.

R-V	1-family dwelling	15,000		100	150	40	15	20
	2-family dwelling	18,750		125	150	40	15	20
	Multi-family dwellings	217,800		250	400	50	50	50
		5 acres (for developments of up to 22 dwelling units) Each dwelling unit thereafter 10,000						
R-V-C ⁽¹²⁾	1-family dwelling	15,000	2.9	100	150	40	15	20
	2-family dwelling	18,750	4.7	125	150	40	15	20
	Multi-family dwellings	217,800	5 acre minimum area and not to exceed 4	250	400	50	50	50

			units/acre					
C-V	Any permitted principal structure or use	30,000	---	150	200	40	20	30
C-V-2 ⁽¹²⁾	As-of-Right Development, Commercial	30,000	0.20 ⁽¹⁰⁾	150	200	40	20	30
C-V/MCEOD Millis Center Economic Opportunity District	Mixed use development under Section XIII.P	30,000		120	25	Minimum 5 to Maximum 15	0 (zero)	25
I-P/I-P-2	Any permitted principal structure or use	43,560 (1 acre)		200	250	40	20	30
V-B	Any permitted structure or use	90,000		150	200	50	30	30

Table 3. Height and Bulk Regulations

(Amended May 13, 1985) (Amended May 10, 2004) (Amended May 9, 2005)

(Amended May 8, 2006) (Amended June 14, 2010)(Amended May 12, 2014)

(See notes)

District	Maximum Permitted Height (1) (ft.)	Maximum Permitted Height (stories)	Maximum Building Coverage of Lot ⁽⁴⁾ (covered area as percent of total lot area)	Minimum net floor area per unit for multi-family use or residential unit in mixed use (sq. ft.)
R-T	35	2 ½	20	
R-S	35	2 ½	25	
R-V	35	2 ½	35	500
R-V-C	35	2 ½ /3	35 ⁽³⁾	500
C-V	30	2	50	Not Permitted
C-V-2	30/35	2/3	50 ⁽³⁾	500
C-V/ MCEOD	35	2 ½	50	500
I-P/I-P-2	45	3	40	Not permitted
V-B	35	2 ½	50	Not permitted

(Submitted by Planning Board)

2/3 Majority

ARTICLE 25. To see if the Town will vote to accept the provisions of M.G.L. Chapter 71 Section 37M and **authorize the consolidation of the facilities maintenance functions of the school committee with those of the town**, provided that such consolidation only occur upon a majority vote of the School Committee. If so accepted by the Town Meeting and School Committee. 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 raise and appropriate or transfer from available funds, a sum of money **for the Unemployment Insurance Fund**, 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 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 28. 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

ARTICLE 29. To see if the Town will vote to amend the Town of Millis Home Rule Charter, as most recently amended, as follows:

Article IV. Elections and Other Elected Offices

Section IV-2: Other Elected Offices.

By adding a new subsection h. as follows:

h. There shall be a board of water and sewer commissioners composed of three members, each elected for a term of three years, so arranged that the term of one member expires each year.

The approval of this Charter amendment is contingent upon acceptance by majority vote of the whole town at regular or special election of the town officers in accordance with the General Laws, or act in any manner related thereto.

(Submitted by Petition)

2/3 Majority

ARTICLE 30. To see if the Town will vote to amend the General Bylaws, as most recently amended, as follows:

By adding a new Article as follows:

ARTICLE XXV – BOARD OF WATER AND SEWER COMMISSIONERS

Section 1. Composition: Term of office. There shall be a Board of Water and Sewer Commissioners consisting of three (3) members, each elected by vote of the registered voters of the Town for a three (3) year term. At the next regular election after approval of the Home Rule Charter amendment, one member shall be elected for a one-year term, one member shall be elected for a two-year term, and one member shall be elected for a three-year term.

Section 2. Powers and Duties

1. The Board of Water and Sewer Commissioners shall have exclusive charge and control of the Water Department and water systems and pursuant thereto, may establish fountains and hydrants, may take by eminent domain or acquire by purchase or otherwise the waters or any portion thereof of any pond, brook, spring, stream, or ground water sources within the limits of the Town for the purpose of establishing and/or maintaining a water supply system or a water distribution system; may hold all lands, rights of way, and other easements necessary for collecting, storing, holding, purifying thereof, and for conveying the same to any part of the Town, provided that no source of water supply and no lands necessary for protecting and preserving the purity of the water shall be used without first obtaining the advice and approval of the Department of

Environmental Protection; may regulate the use of the water and fix and collect just and equitable prices and rates; may cooperate or act jointly with any other city or town in the Commonwealth of Massachusetts in carrying out the powers and duties as herein set forth; and may make reasonable rules and regulations in connection with any of the duties and responsibilities hereinabove set forth.

2. The Board of Water and Sewer Commissioners shall have exclusive charge and control of the installation and maintenance of the sewers, sewage treatment plants and appurtenances located in the Town, and in connection with said responsibilities, shall have all the powers reasonably necessary to effectuate same, and may from time to time adopt reasonable rules and regulations.

The Board of Water and Sewer Commissioners shall have all the powers and duties given to sewer and water commissioners under the Constitution and General Laws of the Commonwealth and such additional powers and duties as may be authorized by the Home Rule Charter, by by-law, or by other vote of the Town Meeting. The Board of Water and Sewer Commissioners shall assign all work and maintenance projects to the Town Administrator or the Town Administrator's designee for performance as its Agent.

And further, amending Article V, number 27, to delete the words, "and shall be authorized to act as Water and Sewer Commissioners" and "water and sewer maintenance."

And further, amending Article V, to delete number 28. Water and Sewer Advisory Committee

(Submitted by Petition)

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 11th day of April in the year two thousand and twenty-two.

**TOWN OF MILLIS
SELECT BOARD**

Peter C. Jurmain, Chair

Erin T. Underhill, Vice-Chair

Craig W. Schultze, Clerk

A True Copy, Attest

Lisa J. Hardin, Town Clerk

**Helen R. Kubacki, Constable
Town of Millis**

22-081

Close Annual Town Meeting Warrant

22-082

Review/Approval of Amendment to Ownership Interest

Alcohol License/Ryan Family Amusements



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input checked="" type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358

22-083

Approval of Sign Permit Application

Millis/Medway Football and Cheer



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
mjuzinski@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):

Medway / Millis AYF football and cheer Registration
yard sign

Date(s) of placement ASAP to 8/1/22 Number of week(s) _____

Location(s) of placement _____

Millis Fire, Tolls Corner, Village and Plain

_____ Date of removal of sign(s) _____

Full Name of Person making the application: Lindsay M. Schulz

Business/Organization Name: Medway / Millis AYF Football and Cheer

Phone: 774-279-7289 Cell: _____

E-Mail: Vicepresident@medwaycolts.com

Received: 3/29/22 Signature of Applicant: [Signature]

.....
Permit

Town of Millis Select Board:

Chair: _____

Vice Chair: _____

Clerk: _____

Approved: _____

22-084

Discuss/Vote on FY23 Merit Increase for Town Administrator

22-085

Board/Committee Liaison Meeting Updates