

2023

ANNUAL TOWN ELECTION

Commonwealth of Massachusetts
County of Norfolk, ss.

To any of the constables of the Town of Milton in said County:

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Milton, qualified to vote in Elections and Town affairs, to meet at the several designated polling places in their respective Precincts in said Milton, to wit:

- | | |
|-----------------|---|
| In Precinct 1. | Tucker School, Blue Hills Parkway |
| In Precinct 2. | Milton Senior Center, Walnut Street |
| In Precinct 3. | Cunningham Park Community Center, Edge Hill Road |
| In Precinct 4. | Milton Senior Center, Walnut Street |
| In Precinct 4A. | Milton Senior Center, Walnut Street |
| In Precinct 5. | Copeland Field House, Milton High School, Gile Road |
| In Precinct 6. | Cunningham School Gymnasium, Edge Hill Road |
| In Precinct 7. | Cunningham Park Community Center, Edge Hill Road |
| In Precinct 8. | Cunningham School Gymnasium, Edge Hill Road |
| In Precinct 9. | Copeland Field House, Milton High School, Gile Road |
| In Precinct 10. | Tucker School, Blue Hills Parkway |

On Tuesday, April 25, 2023 next at 7 o'clock in the forenoon, then and there to bring in to Precinct Officers of their precincts their votes on the one ballot respectively the following Town Officers to wit:

Two members of the SELECT BOARD and SURVEYOR OF THE HIGHWAY for a term of three years

A TOWN TREASURER for a term of one year

One ASSESSOR for a term of three years

Two SCHOOL COMMITTEE members for a term of three years

One PARK COMMISSIONER for a term of three years

One member of the BOARD of HEALTH for a term of three years

Three TRUSTEES of the PUBLIC LIBRARY for a term of three years

One TRUSTEE of the CEMETERY for a term of five years

One TRUSTEE of the CEMETERY for a term of two years to fill a vacancy

One member of the HOUSING AUTHORITY for a term of five years

Two members of the PLANNING BOARD for a term of three years.

Ninety-six Town Meeting Members as follows:

Precinct One:	Nine for a term of three years
Precinct Two:	Nine for a term of three years
Precinct Three:	Ten for a term of three years One for a term of two years to fill a vacancy
Precinct Four:	Nine for a term of three years
Precinct Five:	Six for a term of three years
Precinct Six:	Ten for a term of three years One for a term of two years to fill a vacancy One for a term of one year to fill a vacancy
Precinct Seven:	Nine for a term of three years
Precinct Eight:	Eleven for a term of three years Two for a term of one year to fill vacancies
Precinct Nine:	Eleven for a term of three years
Precinct Ten:	Seven for a term of three years

QUESTION 1:

“Shall the Town vote to have its elected Town Treasurer/Collector of Taxes become an appointed Treasurer/Collector of Taxes of the Town?

YES _____

NO _____”

For these purposes the polls will be open at each and all of said precincts at seven o'clock in the forenoon and will be closed at eight o'clock in the evening.

And thereupon by adjournment of said meeting on the following Monday to wit, May 1, next at seven thirty in the evening at the Milton High School Auditorium, 25 Gile Road in said Milton, then and there to act upon the following articles to wit:

Articles: 1-46

And you are directed to warn said inhabitants qualified as aforesaid to meet at the times and places and for the purposes herein mentioned by posting attested copies of the Warrant in each of the Post Offices of said Town seven days before the twenty-fifth day of April, and leaving printed copies thereof at the dwelling houses of Town Meeting Members at least seven days before said date.

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk,
on or before said twenty-fifth day of April, next.

Given under our hands at Milton this 4th day of April 2023.

Arthur J. Doyle, Chair

Michael F. Zullas, Vice Chair

Richard G. Wells, Jr., Secretary

Erin Bradley, Member

Roxanne Musto, Member

MILTON SELECT BOARD

A True Copy: Attest
William J. Neville

Constable of Milton

TOWN OF MILTON
2023
DRAFT



Annual Town Meeting

Monday, May 1, 2023

Milton High School Auditorium

7:30 p.m.

WARRANT

INCLUDING THE REPORT OF THE WARRANT COMMITTEE
AND RECOMMENDATIONS ON ARTICLES
as required by Chapter 3, Section 4, of the General Bylaws of Town

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Town Meeting Website:

<https://www.townofmilton.org/town-moderator/pages/town-meeting>

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Arthur J. Doyle
Michael F. Zullas
Richard G. Wells, Jr.
Erin Bradley
Roxanne Musto

SELECT BOARD

A True Copy: Attest
William J. Neville

Constable of Milton

FY 2023 AND FY 2024 BUDGETED REVENUE

	<u>FY 2023</u>	<u>FY 2024</u>	<u>\$ DIFFERENCE</u>
PROPERTY TAXES			
Previous Levy Limit	\$ 88,481,913	\$ 91,940,200	\$ 3,458,287
Add 2.5% Levy	\$ 2,212,048	\$ 2,298,505	\$ 86,457
New Growth (Actual 2023)	\$ 1,246,239	\$ 850,000	\$ (396,239)
Subtotal	\$ 91,940,200	\$ 95,088,705	\$ 3,148,505
Debt Exclusion	\$ 1,959,312	\$ 1,869,729	\$ (89,583)
Debt Exclusion (Fire Stations Project)	\$ 369,868	\$ 459,451	\$ 89,583
Public Safety Med. Exp. Exclusion	\$ 500,000	\$ 500,000	\$ -
Subtotal	\$ 2,829,180	\$ 2,829,180	\$ -
MAXIMUM ALLOWED PROPERTY TAX	\$ 94,769,380	\$ 97,917,885	\$ 3,148,505
LOCAL RECEIPTS	\$ 8,873,997	\$ 9,230,795	\$ 356,798
ENTERPRISE FUNDS INDIRECT COSTS	\$ 1,317,160	\$ 1,390,000	\$ 72,840
STATE AID			
General Government	\$ 16,078,636	\$ 17,331,190	\$ 1,252,554
Library Grant	\$ 53,811	\$ 64,623	\$ 10,812
Subtotal	\$ 16,132,447	\$ 17,395,813	\$ 1,263,366
OTHER AVAILABLE FUNDS			
Leash Law	\$ 5,000	\$ 5,000	\$ -
Overlay Reserve	\$ 250,000	\$ 250,000	\$ -
Special Purpose Debt Stabilization Fund	\$ -	\$ 9,302	\$ 9,302
Free Cash	\$ 2,534,399	\$ 4,407,770	\$ 1,873,371
Subtotal	\$ 2,789,399	\$ 4,672,072	\$ 1,882,673
TOTAL GENERAL FUND	\$ 123,882,383	\$ 130,606,565	\$ 6,724,182
ENTERPRISE FUNDS			
Water Enterprise Fund	\$ 6,816,547	\$ 6,950,399	\$ 133,852
Sewer Enterprise Fund	\$ 8,180,202	\$ 8,461,415	\$ 281,213
Stormwater Enterprise Fund	\$ 961,726	\$ 1,034,478	\$ 72,752
Subtotal	\$ 15,958,475	\$ 16,446,292	\$ 487,817
TOTAL REVENUE / AVAILABLE FUNDS	\$ 139,840,858	\$ 147,052,857	\$ 7,211,999

FY 2023 AND FY 2024 BUDGETED EXPENDITURES

<u>ART</u>	<u>APPROPRIATIONS</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>\$ Difference</u>
4	Capital - non bonded	\$ 483,300	\$ 1,201,850	\$ 718,550
5	Audit	\$ 63,000	\$ 72,550	\$ 9,550
6	Collective Bargaining Wage Set aside	\$ 343,460	\$ 1,300,000	\$ 956,540
7	Employee Benefits	\$ 21,452,791	\$ 22,380,897	\$ 928,106
8	Unemployment	\$ 80,000	\$ 80,000	\$ -
9	Chapter 13 Wage Set aside	\$ -	\$ 95,000	\$ 95,000
10	Public Safety	\$ 14,911,032	\$ 15,099,329	\$ 188,297
11	General Government	\$ 4,866,267	\$ 4,959,077	\$ 92,810
14	Bylaw Review Committee	\$ -	\$ 5,730	\$ 5,730
15	Boards & Committees	\$ 581,973	\$ 486,811	\$ (95,162)
18	Public Works	\$ 5,322,026	\$ 5,655,993	\$ 333,967
25	Board of Health	\$ 315,709	\$ 489,064	\$ 173,355
26	Library	\$ 1,712,848	\$ 1,771,285	\$ 58,437
28	Cemetery	\$ 879,203	\$ 891,070	\$ 11,867
29	Parks & Recreation	\$ 646,887	\$ 665,805	\$ 18,918
30	School Department	\$ 58,365,423	\$ 61,574,062	\$ 3,208,639
33	School Building Committee	\$ -	\$ 275,000	\$ 275,000
34	Blue Hills Regional Vocational School	\$ 866,638	\$ 1,073,877	\$ 207,239
35	Consolidated Facilities	\$ 1,198,925	\$ 1,242,929	\$ 44,004
36	Interest and Maturing Debt	\$ 4,379,588	\$ 5,021,815	\$ 642,227
38	Stabilization Funds	\$ 1,050,000	\$ 500,000	\$ (550,000)
39	OPEB Trust Fund	\$ 37,381	\$ 100,000	\$ 62,619
40	Reserve Fund	\$ 588,670	\$ 250,000	\$ (338,670)
	Affordable Housing Trust	\$ 80,000	\$ -	\$ (80,000)
TOTAL GENERAL FUND APPROPRIATIONS		\$ 118,225,121	\$ 125,192,144	\$ 6,967,023
NON-APPROPRIATED EXPENDITURES				
	State and County assessments	\$ 4,238,542	\$ 4,599,798	\$ 361,256
	Overlay	\$ 438,485	\$ 250,000	\$ (188,485)
	Library Grant (Cherry Sheets)	\$ 53,811	\$ 64,623	\$ 10,812
	Special purpose medical	\$ 500,000	\$ 500,000	\$ -
	Special purpose debt stabilization	\$ 369,868	\$ -	\$ (369,868)
	Subtotal	\$ 5,600,706	\$ 5,414,421	\$ (186,285)
TOTAL GENERAL FUND EXPENDITURES		\$ 123,825,827	\$ 130,606,565	\$ 6,780,738
ENTERPRISE FUNDS				
19	WATER ENTERPRISE FUND	\$ 6,816,547	\$ 6,950,399	\$ 133,852
20	SEWER ENTERPRISE FUND	\$ 8,180,202	\$ 8,461,415	\$ 281,213
21	STORM WATER ENTERPRISE	\$ 961,726	\$ 1,034,478	\$ 72,752
	Subtotal	\$ 15,958,475	\$ 16,446,292	\$ 487,817
TOTAL EXPENDITURES		\$ 139,784,302	\$ 147,052,857	\$ 7,268,555

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6	Union Wage Set Aside	_____
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8	Unemployment Appropriation	_____
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In compliance with the American with Disabilities Act, this Warrant can be made available in alternative formats. The May 1, 2023 Annual Town Meeting, if requested, will be offered by assisted listening devices or an interpreter certified in sign language. Requests for alternative formats should be made as far in advance as possible.

Should you need assistance, please notify the SELECT BOARD at 617-898-4843 or 617-696-5199 TTY.

Smoking and other tobacco use is prohibited in school facilities and outside on the school grounds by MGL Chapter 71, Section 37H, “An Act Establishing the Education Act of 1993.” This law applies to any individual at any time.

Strong fragrances cause significant adverse reactions in some people, such as migraine headaches. Products with strong fragrances include personal care products such as perfume, cologne, fragranced hair products, after shave lotion, scented hand lotion, etc. Attendees at Town Meeting are requested to avoid wearing products with strong fragrances. As an accommodation to persons with such adverse reactions, and to allow safe and free access to the auditorium, the lobby and restroom, attendees at Town Meeting who are wearing products with strong fragrances, or who think they may be wearing products with strong fragrances, are requested to sit away from the sections nearest to the lobby entrance.

MESSAGE FROM THE TOWN MODERATOR

ROBERT G. HISS

Welcome to the 2023 Annual Town Meeting!

As elected town meeting members you will be participating directly in the governance of your town. “The town meeting, oldest expression of democracy in the Western Hemisphere, survives with unabated vigor in the rural sections of the New England States.” Hernane Tavares de Sa, “Town Meeting Tonight” in America, June 1949, p.8. Your active participation assures that Milton’s own tradition of “unabated vigor” during the deliberations, debates and votes on the warrants presented for your consideration will continue.

The presiding officer for this town meeting is your Moderator who is empowered “to give liberty of speech, and silence unseasonable and disorderly speakeings, [and] to put all things to a vote . . . ” The fundamental Orders of Connecticut, Secs. 6 and 10 (1639). See also the Body of Liberties, Secs. 54 and 71 (Massachusetts, 1641). The procedures and process for the conducting of town meeting in Milton stems from a combination of directives set forth in the bylaws of the Town and in traditions that have developed over the long history of the Town Meeting in Milton. So that each town meeting member may understand the basic rules and procedures followed in order to enhance his/her participation in the process, I take this occasion to review some of the fundamental rules which will govern the debates and votes on the warrants presented for your consideration and judgment. We will follow the rule 15 which describes the Consent Agenda, adopted at our May 7, 2018 Annual Town Meeting. I plan to mail a Consent Agenda prior to this year’s Town Meeting.

First, Town Meeting Members are required to check in with the Town Clerk and to be seated in the lower part of the auditorium, which is demarcated and reserved for Town Meeting Members. Town citizens and others who are not Town Meeting Members are required to be seated in the upper part of the auditorium.

Second, any Town Meeting Member wishing to speak to any article or pending related matter will first go to the nearest microphone and, upon being recognized by the Moderator, will identify herself/himself by giving his or her name and precinct. If you have not been recognized by the Moderator, you are not permitted to speak to the meeting. On occasion members will informally alert the Moderator that they desire to be recognized to speak on a certain article. While your Moderator will attempt to remember who desires to be recognized on any article, please be advised that the only way in which a member can be sure to be recognized is to go to a microphone and wait to be recognized.

Third, by longstanding tradition, while any other voter of the town who is not a Town Meeting Member may not vote, he or she may be recognized to address town meeting providing that the voter in advance of the particular session has obtained permission from the Moderator.

Fourth, any person having a monetary or equitable interest in, or who is employed as an attorney or otherwise by another person interested in, any matter under discussion shall disclose the fact of his or her interest or employment before speaking thereon.

Fifth, with reference to each article in the warrant the recommendation of the Warrant Committee shall ordinarily be considered to have been presented in the form of a motion by the Chairperson which has been seconded by the Secretary or other member of the Warrant Committee who is a Town Meeting Member. Unless the Moderator otherwise expressly states at the time, the question to be voted on under each article will usually be whether or not to accept the recommendation of the Warrant Committee. In other words, generally the recommendation of the Warrant Committee is the main motion pending under the Article. In the event that the Warrant Committee recommends a NO vote on an article, the question will be presented as a vote on a motion made and seconded to approve the article, i.e. Members will vote YES if they favor the article and NO if they oppose the article, as recommended by the Warrant Committee.

Sixth, pursuant to Section 4 of Chapter 2 of the Town's bylaws, the Moderator requires that all substantive or complex motions be reduced to writing and presented to the Moderator before submission to the meeting.

Seventh, by longstanding tradition, "Town Meeting Time, A handbook of Parliamentary Law" 3rd Edition, will, in addition to the bylaws of the town of Milton and the laws of the Commonwealth of Massachusetts, be the rules of order for this meeting.

Eighth, any member desiring to show slides, make a PowerPoint presentation or any other visual material before the meeting must make appropriate arrangements and inform the Moderator.

Ninth, members are urged to obtain all information needed by them prior to the meeting. However, by tradition the Moderator will recognize any Town Meeting Member for the purpose of requesting additional information relevant to the matter under consideration. All such requests must be directed solely to the Moderator who will attempt to ascertain the most appropriate official who should answer such an inquiry. Answers will not be provided while the member still has the floor in order to prevent the temptation to cross-examine the person providing the information, which is not permitted. However, the Moderator will separately recognize a member once for the purpose of posing a follow-up question. Sometimes the information is not available or is not immediately available and the request for information will simply not be fulfilled.

Tenth, when it is announced by the Moderator that the Meeting will proceed to vote, debate will be closed and the pending question will be put to the Town Meeting.

Eleventh, upon a question being put to the Town Meeting, the Moderator will first determine by voice vote the sense of the Meeting. If the Moderator is unable to decide by the sound of the voices or if his announcement of the vote is doubted by seven Town Meeting Members standing in their place, the Moderator shall then proceed to have a standing vote on the question. If the vote is further doubted by twenty-five Town Meeting Members standing in their places, then there will be a roll call of the meeting with the Town Clerk calling the name of each Town Meeting Member in alphabetical order and each Town Meeting Member upon his/her name being called shall rise in place and answer YES or NO.

Twelfth, no vote shall be reconsidered at the same meeting, except upon a motion made within one hour of the adoption of such vote, unless by two-thirds vote, provided that the time which elapses during any adjournment of the meeting shall be excluded in computing the hour since the adoption of the vote.

Thirteenth, because of the constraints of state law pursuant to Proposition 2-1/2, the budget articles as recommended by the Warrant Committee to this Town Meeting are at the maximum tax levy limitation permitted by state law pursuant to Proposition 2-1/2. While the Moderator will entertain motions to amend budget articles upward, the Town's total appropriation may not exceed the Proposition 2-1/2 limit. Thus, to avoid potential chaos, and the necessity for additional meetings to balance the Town's appropriation within the levy limit on the amount of revenue that the town may raise by property tax, your Moderator both urges and expects that any Member offering an upward amendment to a budget article will also for the benefit of fellow Town Meeting Members specify an offsetting decrease in some other line item, or specify what additional source of revenue is or will be available. In addition, it is also permissible to make increased funding subject to an override ballot vote by the registered voters of the Town.

Fourteenth, each person speaking to an article or amendment is limited to ten (10) minutes and no person may speak on a question more than once when any other person desires to be heard, or more than twice on the same question without permission of the Town Moderator. Pre-approved presentations will not necessarily be limited to 10 minutes at the discretion of the Moderator.

Fifteenth, At least five business days prior to the opening of the first session of the Annual Town Meeting or any Special Town Meeting, the moderator may propose to all members a "Consent Agenda" listing all articles which, based on the records of recent town meetings, the Moderator deems to be non-controversial. At the first session of the meeting, at the request of any five members present, any article shall be removed from the Consent Agenda so that it can be debated and voted upon in accordance with the provisions of Town Meeting's Rules. A member requesting to remove an article from the Consent Agenda may state the reasons for the request, without debate. All articles remaining in the Consent Agenda shall then be voted upon, without debate, with a 2/3 vote required for adoption.

With these procedures in mind, I am confident that the Town Meeting will provide a forum for full debate and careful consideration of the 47 articles and recommendations of the Warrant Committee.

Robert G. Hiss
Town Moderator

REPORT OF THE WARRANT COMMITTEE FOR THE 2023 ANNUAL TOWN MEETING

Greetings to the Honorable Select Board, Town Meeting Members and Residents,

The Warrant Committee is pleased to issue this Warrant for the 2023 Annual Town Meeting. It includes a total of forty-six articles. Most of these articles are exclusively concerned with the Town's financial management and its proposed FY 24 budget. The remaining articles are non-budgetary, ranging from whether the Town should use the power of eminent domain to swap town-owned conservation land between Gile Road and Blue Hills Parkway for other parcels owned by the Town, to whether the Town should accept renumbered and recaptioned bylaws, to whether the Town should authorize the sale of the Kidder Branch Library.

The FY24 Budget is \$147,052,857, which is a 5.2% increase over FY23. The balanced budget was delivered to the Warrant Committee with the support of the Select Board.

The increases in revenue to fund this budget include state aid (9% over FY23) driven by Chapter 70 education aid and payments by the state for land it owns in Milton as well as an anticipated increase in local receipts which reflect a return to pre-COVID revenue estimates.

The Warrant Committee notes that the FY24 Budget is also balanced with the use of one-time funds: \$4,407,770 in Free Cash was certified at the close of FY22, substantially more Free Cash than the Town has previously had certified by the Department of Revenue. This Free Cash certification is attributed to departments not using their full appropriation, revenues in excess of estimates, and the release of nearly \$900,000 that the Department of Revenue withheld during the prior year's Free Cash certification process.

In the FY24 Budget, Free Cash is being used to invest in the Town's vehicles, equipment, and facilities through the Capital Budget which includes \$1.2 million in Free Cash; to invest in the Town's financial stability by transferring \$500,000 to the General Stabilization Fund to strengthen the Town's reserves; and to invest in long-term liabilities, including the Milton Retirement System and the OPEB Trust.

The Warrant Committee wishes to note the use of one-time funds for operations that preserves the level of services in FY23. One-time funds are also being used to increase the level of service that will be provided in the FY24 Budget. Approximately \$970,000 in Free Cash is being used for needs-based departmental budget requests, including seven positions in the school department, two police officers, a part-time position for the Library, a traffic engineering consultant in the Department of Public Works, as well as other funds for DPW, Information Technology, the Fire Department, and other departments.

As has been noted by members of the Warrant Committee and members of the Select Board, since the FY24 Budget relies on one-time funds, it is unlikely that the FY25 Budget will benefit from new one-time revenue sources such as federal funds or an historically high level of Free Cash. The Warrant Committee voted to recommend this budget that invests in long-requested needs while acknowledging the work ahead in FY25.

The Chair wishes to thank the members of the Select Board, the School Committee, and the various department heads for their assistance in the preparation of this Warrant for the 2023 Annual Town Meeting.

The Chair especially wishes to thank the Town Administrator Nicholas Milano and the Finance Director/Town Accountant Amy Dexter for their assistance in preparing this Warrant. Their help to the Warrant Committee was critical at every stage of our process from presentation to deliberation and vote and together they put in many long hours to help us. This is the Town Administrator's first Milton budget and his work with the Warrant Committee was excellent.

The Warrant Committee Members deserve a special Thank You from the Town. The Warrant Committee is comprised of citizens of the Town from a variety of backgrounds with the intent that the Warrant Committee have as much diversity of opinion as possible that can be brought to bear on the concerns of the Town. The membership comes from all walks of life and represents the Town well -- they are YOU.

Your Warrant Committee struggled greatly with this Warrant. They met many times to review and discuss the Articles here in this Warrant. This struggle was conducted in open, public meetings and they wrestled under the weight of a great responsibility for all to see.

Your Warrant Committee persevered with discipline and determination and has delivered unto you the Recommendations required of it so that you can, in turn, deliberate and vote. In doing so, I hope that you can, "...be humble and gentle; be patient, bearing with one another in love," as I believe that the Warrant Committee has been. (Ephesians 4:2)

Thank you, Warrant Committee,

Dave Humphreys
Chair, Warrant Committee

Emily L. Cavalier (Secretary)
Ohene Asare
Jeremiah J. O'Connor
Steven R. Geyster
Kristin G. Kociol
Thomas A. Caldwell
Lori A. Connelly
Allison Gagnon
Jereem Langlais
Amanda H. Serio
Judith A. Steele
Stephen H. Rines
Jay Fundling

Karen Bosworth (Clerk)

ARTICLE 1 To hear and act upon the report of the Town Accountant and other Town Officers and Committees.

Submitted by the Select Board

RECOMMENDED that the Town vote to accept the report of the Town Accountant and other Town Officers and Committees.

COMMENT: The Town of Milton Annual Report for FY22 has been provided to Town Meeting Members and is available online at townofmilton.org, under Departments, Town Moderator, Town Reports.

ARTICLE 2 To see if the Town will vote to authorize the Collector of Taxes to use all means of collecting taxes which a Town Treasurer, when appointed Collector, may use.

Submitted by the Select Board

RECOMMENDED that the Town vote YES.

ARTICLE 3 To see if the Town will vote to authorize the Town Treasurer to enter into compensating balance agreements during the fiscal year beginning July 1, 2023, in accordance with the provisions of General Laws, Chapter 44, Section 53F; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town vote YES.

ARTICLE 4 To see what sum of money the Town will vote to appropriate for capital items; to determine how said appropriation shall be raised, whether by borrowing or otherwise; and to act on anything relating thereto.

Submitted by the Select Board and the Capital Improvement Planning Committee

RECOMMENDED that the Town appropriate the sum of \$5,707,222 to fund the capital projects listed below:

<u>Bonded Capital Items:</u>	<u>Description</u>	<u>Useful Life (years)</u>	<u>Amount</u>
Accounting	Financial Software	7	200,000
DPW Equipment	Small skid steer loader	15	60,000
DPW Equipment	Ford F350 Utility body	15	75,000
DPW Equipment	Ford F350 Utility body	15	75,000
DPW Equipment	Prinroth Sidewalk tractor	15	200,000
DPW Projects	Traffic Calming projects	15	100,000
DPW Projects	Roadway Construction	15	1,000,000
DPW Projects	Salt Shed w/ paving & drainage improvements	20	1,000,000

Facilities - Schools	Bi-Directional antenna upgrades	15	50,000
Facilities - Town	Main Library - HVAC improvements	15	50,000
Facilities - Town	C.O.A. - Paving-curbing and line marking	15	100,000
Fire	Fire Command Vehicle	15	65,000
Fire	Fire Engine	15	850,000
Parks	Crew Cab Pickup Truck	15	57,000
Parks	Dump Truck	15	83,000
Police	Animal Control Vehicle	15	50,000
Police	Town Cameras	10	75,000
School Technology	Security upgrades	10	115,372
Water Enterprise	5 Ton six-wheel dump combo w/hook loader	10	300,000
Recommended Bonded Capital Items			<u>4,505,372</u>

**Non-Bonded Capital
Items:**

Cemetery	SUV to replace 2009 Ford Fusion	28,000
Facilities - Schools	Facilities upgrades/improvements	350,000
Facilities - Town	Facilities upgrades/improvements	95,000
Fire	Turnout Gear	80,000
School Technology	Replace UPS backups in wiring closets	34,000
School Technology	Upgrade Backup system	42,000
School Technology	End user devices	470,000
Town Technology	Phone System upgrades	35,000
Town Technology	Computers/Laptops, Servers & Docks	67,850
Recommended Non-Bonded Capital Items		1,201,850
Total Recommended Capital Items		5,707,222

and that to meet said appropriation the Treasurer, with the approval of the Select Board, is authorized to sell and issue bonds or notes of the Town, aggregating not more than \$4,505,372 under and pursuant to the provisions of Chapter 44, Section 7 of Massachusetts General Laws, as amended, or any other enabling authority, for the purposes listed under the heading: "Bonded Capital Items" including the payment of costs incidental or related thereto, and to issue bonds or notes of the Town therefore, and that the Select Board be and hereby is authorized to accept and expend in addition to the foregoing appropriation one or more grants or gifts from any other public or private funding source; and that the sum of \$1,201,850 be appropriated from funds certified by the Department of Revenue as free cash for purposes listed under the heading Non-Bonded Capital Items.

COMMENT: This year the Town departments' FY24 capital requests, exclusive of Enterprise Fund infrastructure projects, submitted to the Capital Improvement Planning Committee (CIPC) totaled \$7,041,022. The level of requests reflects the millions of dollars in property, buildings and equipment owned by the Town and the necessity to maintain, rehabilitate and/or replace them, over time. The Town department heads worked collaboratively with the CIPC and Town Administrator to prioritize capital

projects to be funded in FY24. It should be noted that there were many additional projects that are needed but could not be funded this year. The Capital Improvement Planning Committee will catalog these unfunded requests for inclusion in future budget planning exercises.

The Warrant Committee recommends approval of this article.

ARTICLE 5 To see what sum of money the Town will vote to appropriate to the Select Board for the purpose of conducting a municipal audit for the fiscal year ending June 30, 2023; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate the amounts shown in the following tabulation under the heading "Recomm. FY24":

AUDIT	Actual FY22	Approp. FY23	Recomm. FY24
General Audit	63,000	63,000	63,500
OPEB Valuation	8,550	0	9,050
TOTAL AUDIT	71,550	63,000	72,550

and that to meet said appropriation the sum of \$63,500 be raised from the tax levy and that \$9,050 be appropriated from funds certified by the Department of Revenue as free cash.

COMMENT: The FY24 recommendation represents an increase of \$9,050 from the FY23 appropriation. This increase is attributed to the OPEB (Other Post- Employment Benefits) valuation being required every two years. The FY24 Audit budget of \$63,500 is based upon a one year

contract extension covering the audit of the Town's financial statements for the fiscal year ending 6/30/23(paid in FY24). The audit contract was renewed six years ago and the Town expects to put out a bid for auditing next year due to the advisability of periodically receiving a new perspective on the Town's finances.

The Warrant Committee recommends that this funding be approved.

ARTICLE 6 To see what sum of money the Town will vote to appropriate for the purpose of funding cost items not in departmental budgets for the twelve-month period beginning July 1, 2023 for collective bargaining agreements reached before or after this Town Meeting between the Town and bargaining units representing Town employees, such sums to be allocated to departments; and to act on anything related thereto.

Submitted by the Select Board

RECOMMENDED that \$1,300,000 be appropriated under this article and that \$950,000 be raised from the tax levy and \$350,000 be appropriated from funds certified by the Department of Revenue as free cash.

COMMENT: This article provides a set-aside to fund non-school union FY24 collective bargaining agreements (raises) for which negotiations have not yet concluded. All non-school union contracts expired on 6/30/2022. The Town is currently in the process of negotiating new collective bargaining agreements.

ARTICLE 7 To see what sum of money the Town will vote to appropriate for the twelve-month period beginning July 1, 2023 for the several categories classified as Employee Benefits; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate the amount shown in the following tabulation under the heading, “Recomm. FY24”:

EMPLOYEE BENEFITS	Actual FY22	Approp. FY23	Recomm. FY24
Contributory Retirement	7,431,215	7,879,471	8,351,397
Group Insurance	13,030,667	13,573,320	14,029,500
TOTAL EMPLOYEE BENEFITS	20,461,882	21,542,791	22,380,897

and that to meet said appropriation the sum of \$21,586,704 be raised from the tax levy and \$794,193 be appropriated from funds certified by the Department of Revenue as free cash.

COMMENT: The recommended Contributory Retirement appropriation includes the normal annual cost and the amortization of the unfunded actuarial liability (“UAL”) in the amount of \$8,351,397. Full-funding of the UAL was initially scheduled for FY16. However, due to the economic downturn in 2008-

2009 and loss of value in the Town’s invested retirement plan assets, full funding of the UAL was extended several times. The actuarial valuation dated January 1, 2021 anticipates that full-funding of the UAL will take place in FY26.

The Town is anticipated to meet full-funding well in advance of the mandated deadline of 2040. The full Actuarial Valuation Report for the Milton Retirement System is available at Mass.gov/perac. Once full-funding is met, the Town’s annual assessment from the Milton Retirement System will decrease significantly, reflecting only the normal annual cost rather than the normal cost and a payment towards the UAL.

The Group Insurance appropriation includes the Town’s portion of health and life insurance premiums and the Employer Medicare Tax. The increase in the recommended appropriation for Group

Insurance is mainly due to an increase in enrollment. The increase is based upon a review and analysis of trends in FY22 and FY23 claims to date and enrollment numbers. The health insurance premium split is currently 76% Town / 24% Employee. In FY24, there will be a 0% premium increase for non-Medicare plans.

ARTICLE 8 To see what sum of money the Town will vote to appropriate to reimburse the Commonwealth of Massachusetts, Department of Unemployment Assistance for benefits paid to former employees of the Town; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate the amount shown in the following tabulation under the heading "Recomm. FY24":

	Actual FY22	Approp. FY23	Recomm. FY24
UNEMPLOYMENT	10,104	80,000	80,000

and that to meet said appropriation the sum of \$80,000 be raised from the tax levy.

COMMENT: The recommended FY24 appropriation is level-funded at the rate that was appropriated in FY23. The FY24 appropriation was determined following a review of the historical trend over the previous five years.

ARTICLE 9 To see if the Town will vote to amend Chapter 13 of the General Bylaws, known as the Personnel Administration Bylaw, as follows:

By striking out the section "Position Identification by Level, Department, Municipal Division and Personnel Code" and inserting in place thereof a new section as follows:

POSITION IDENTIFICATION BY LEVEL, DEPARTMENT, MUNICIPAL DIVISION, AND PERSONNEL CODE		
Level	Normal Work Week	Position, Title, Department and Division
GENERAL GOVERNMENT		
<u>Assessors</u>		
10	37.5	Chief Appraiser
7	37.5	Appraisal Technician
6	37.5	Administrative Assistant
<u>Information Technology</u>		
10	37.5	Director
7	37.5	Assistant
<u>Accounting</u>		
6	37.5	Assistant Town Accountant
6	37.5	Principal Bookkeeper
6	37.5	Financial Analyst

6	37.5	Payroll Clerk
<u>Consolidated Facilities</u>		
10	37.5	Operations Manager
8	37.5	Licensed HVAC Tech
8	37.5	Licensed Electrician
8	37.5	Licensed Facilities Tech
8	37.5	Licensed Craftsman
6	37.5	Office Assistant
W4	40	Maintenance Craftsman
W3	40	Maintenance Man
W3	40	Maintenance Man/Painter
<u>Select Board</u>		
11	37.5	Assistant Town Administrator/Human Resource Director
11	37.5	Assistant Town Administrator
10	37.5	Director of Planning & Community Development
8	37.5	Assistant Town Planner
7	37.5	Chief Procurement Officer
6	37.5	Contract and Licensing Agent/Benefits Assistant
6	37.5	Executive Administrative Assistant
Misc.		Harbor Master
<u>Town Clerk</u>		
6	37.5	Assistant Town Clerk
4	37.5	Senior Administrative Clerk
4	37.5	Senior Administrative Clerk
Misc.		Seasonal
<u>Treasurer-Collector</u>		
6	37.5	Assistant Town Treasurer
6	37.5	Deputy Collector
4	20	Senior Administrative Clerk
<u>Veteran's Benefits</u>		
Misc.		Veterans Agent/Director of Veterans Services
PUBLIC SAFETY		
<u>Inspectional Services</u>		
10	37.5	Building Commissioner
8	25	Plumbing & Gas Inspector/Sealer of Weights & Measures

8	25	Wire Inspector
8	37.5	Local Inspector
8	20	Local Inspector
8	10	Local Inspector
8	16	Local Inspector
6	37.5	Code Enforcement Officer
4	37.5	Senior Administrative Clerk
4	37.5	Senior Administrative Clerk/BOA

Fire

F3	42	Deputy Chief
F2	42	Lieutenant
F2	42	Fire Prevention Officer
F1	42	Fire Fighter
6	37.5	Senior Administrative Clerk

Police

P3	40	Lieutenant
P2	40	Sergeant
P1	40	Police Officer
P1	40	Student Officer
7	22.5	Crime Analyst
7	37.5	Business Manager/ Civilians
6	30	Youth Counselor
4	37.5	Animal Control Officer
5	37.5	Senior Administrative Records Clerk
4	37.5	Senior Administrative Clerk – Payroll
3	40	Civilian Dispatchers
Misc.		Traffic Supervisor/Cadet/Seasonal
Misc.	19	Parking Enforcement Officer

BOARDS AND COMMITTEES

Council on Aging

9	37.5	Director
7	37.5	Outreach Coordinator
6	37.5	Senior Administrative Clerk
2	37.5	Van Driver
2	19	Van Driver
Misc.	19	Outreach Worker
Misc.	19	Outreach Administrative Clerk

Planning

4	22.5	Senior Administrative Clerk
<u>Youth</u>		
9		Coordinator
<u>Cemetery</u>		
9	37.5	Superintendent
4	32.5	Senior Administrative Clerk
W8	40	General Working Foreman
W7	40	Senior Working Foreman/Maintenance Craftsman, Motor Equipment Operator Gr. 2
W7	40	Motor Equipment Repairman, Maintenance Craftsman, Motor Equipment Operator Gr. 2
W6	40	Working Foreman, Maintenance Craftsman,
W5	40	Working Foreman, Maintenance Craftsman, Sprayer Operator/Motor Equipment Operator Gr. 2
W4	40	Maintenance Craftsman, Motor Equipment Operator, Grade 1
W3	40	Maintenance Man, Motor Equipment Operator Gr. 1
Misc.		Laborer (Intermittent)
<u>Health</u>		
9	37.5	Public Health Director/Nurse
8	37.5	Assistant Health Director
Misc.	37.5	Community Health Social Worker
6	16	Nurse
7	37.5	Health Agent
4	21.5	Senior Administrative Clerk
Misc	18.75	Project Coordinator/Substance Abuse Coalition
Misc	18.75	Project Coordinator/Substance Abuse Coalition
<u>Library</u>		
11	37.5	Director
L3	37.5	Assistant Director
L2.5	37.5	Adult Services Librarian
L2	37.5	Young Adult Librarian
L2	37.5	Reference/Technology Reference Librarian
		Children's Librarian
		Technical Services Librarian
	16	Assistant Children's Librarian

	12.5	Reference Librarian
LS5	37.5	Administrative Assistant
		Circulation Library Assistant
		Technical Library Assistant
LS4	37.5	Library Assistant
LS3	20	Library Assistant
	19.5	Library Assistant
	18	Library Assistant
	16	Library Assistant
Misc.		Library Page

Parks

7	37.5	Parks Manager
7	37.5	Recreation Manager
4	37.5	Senior Administrative Clerk
W8	40	Senior Working Foreman, Motor Equipment Operator Gr. 2
W5	40	Working Foreman/Maintenance Craftsman Motor Equipment Operator Gr. 2
W4	40	Maintenance Craftsman Motor Equipment Operator Gr. 1
Misc.		Laborer (Intermittent)

Public Works

14	37.5	Director of Public Works
10	37.5	Assistant Director of Public Works
11	37.5	Town Engineer
10	37.5	Assistant Town Engineer/Manager of Contracts
8	37.5	Manager of Street/Traffic Lights and Special DPW/Engineering Projects
8	37.5	Civil Engineer
8	37.5	Lead Mechanic
8	37.5	GIS and CAD Operator/Engineering Draftsman
8	37.5	Water/ Sewer Superintendent
6	37.5	Administrative Assistant
6	37.5	Environmental Coordinator
5	37.5	Senior Administrative Clerk/Conservation
4	37.5	Senior Administrative Clerk/Water & Sewer
W8	40	General Foreman
W8	40	General Foreman, Motor Equipment Operator Gr. 2
W7	40	Signal Maintainer
W7	40	Senior Working Foreman, Construction & Maintenance Craftsman, Senior Motor Equipment Repairman, Arborist

W7	40	Tree Surgeon, Motor Equipment Operator Gr. 2 Senior Working Foreman, Motor Equipment Repairman, Motor Equipment Operator Gr. 2
W6	40	Working Foreman, Construction and Maintenance Craftsman, Motor Equipment Repairman-Helper, Arborist (Tree Surgeon) Motor Equipment Operator Gr. 2 Public Works Emergency Man
W5	40	Working Foreman, Construction and Maintenance Craftsman, Motor Equipment Operator Gr. 2
W4	40	Construction and Maintenance Craftsman Motor Equipment Repairman Helper, Apprentice Arborist (Tree Surgeon), Motor Equipment Operator Gr. 1
W3	40	Maintenance Man, Grounds Maintenance Man Water & Sewer System Maintenance Man Motor Equipment Repairman-Helper Apprentice Arborist (Tree Surgeon) Motor Equipment Operator Gr. 1
Misc.	19	Conservation Agent
Misc.		Engineering Interns (seasonal)
Misc.		Laborer (Intermittent)

UNCLASSIFIED

Town Administrator
Finance Director/Town Accountant
Police Chief
Deputy Chief
Fire Chief
Consolidated Facilities Director
Warrant Committee Clerk
Registrar of Voters
Parks and Recreation Seasonal Employees
Inspector of Animals

ELECTED OFFICIALS

Town Clerk
Town Treasurer

Submitted by the Personnel Board

RECOMMENDED that the Town vote to amend Chapter 13 of the General Bylaws, known as the Personnel Administration Bylaw, exactly as set forth in this schedule and to appropriate the sum of \$95,000 to fund wage adjustments effective July 1, 2023; said sum to be added to the salary accounts of the departments as shown in the following tabulations:

	Recomm. FY24
Accounting	4,682
Cemetery	749
Consolidated Facilities	4,289
Council on Aging	1,657
DPW Director/Engineering Interns	2,903
Fire	5,068
Library	4,929
Parks	750
Police	20,322
Leash Law	424
Select Board	14,869
Town Clerk	435
Veterans Agent	712
Warrant Committee	463
Other	<u>32,748</u>
Total Chapter 13 Wage Adjustments	<u>95,000</u>

and that to meet said appropriation the sum of \$95,000 be raised from the tax levy.

COMMENT: The recommended appropriation provides sufficient funds to cover wage adjustments, effective July 1, 2023. As of the date of the preparation of the departmental budgets for FY24, contracts and related wage adjustments for FY24 had not been finalized for those non-union positions covered under the Personnel Bylaw.

ARTICLE 10 To see what sum of money the Town will vote to appropriate for the twelve-month period beginning July 1, 2023 for the several categories classified as "Public Safety"; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate the amounts shown in the following tabulation under the heading "Recomm. FY24":

PUBLIC SAFETY	Actual FY22	Approp. FY23	Recomm. FY24
1 INSPECTIONAL SERVICES			
Salaries & Wages	546,606	599,965	591,601
General Expenses	15,487	21,456	21,456

Total Inspectional Services	562,093	621,421	613,057
2 FIRE			
Salaries & Wages	5,322,638	5,347,457	5,390,354
Overtime	497,593	497,593	497,593
General Expenses	174,903	232,922	312,572
New Equipment	50,935	40,000	60,000
Total Fire	6,046,069	6,117,972	6,260,519
3 MILTON EMERGENCY MANAGEMENT AGENCY (MEMA)			
Salary & Wages	438	750	750
General Expenses	0	785	785
Auxiliary Fire	3,593	4,700	4,700
Auxiliary Police	3,994	4,700	4,700
Total MEMA	8,025	10,935	10,935
4 POLICE			
Salaries & Wages	6,409,237	6,934,232	6,975,814
Overtime	474,963	474,963	481,745
General Expenses	517,347	524,402	529,051
Leash Law	14,793	23,524	24,585
S&W Leash Law	75,450	75,305	75,345
New Equipment	114,943	128,278	128,278
Total Police	7,606,734	8,160,704	8,214,818
TOTAL PUBLIC SAFETY	14,222,921	14,911,032	15,099,329

and that to meet said appropriation for Leash Law enforcement, the sum of \$5,000 be transferred from the Dog Licenses Surcharge Account received pursuant to Chapter 187 of the Acts of 1981, \$15,015,965 be raised from the tax levy and that \$78,364 be appropriated from funds certified by the Department of Revenue as free cash.

COMMENT: The Warrant Committee recommends an appropriation of \$15,099,329 for the Public Safety Departments. This total Public Safety appropriation reflects an increase of 1.3% from FY23. The level service budget has been adjusted to accommodate increases in Salaries and Wages due to contractual obligations. Additional funding has been allocated to Public Safety as noted below.

The allocation of \$78,364 in Free Cash is for the purpose of hiring two police officers, specifically with a focus on community services and traffic enforcement and provides funding for additional training and equipment for the Fire Department. These budgets and adjustments will allow the public safety departments to function at a level required to meet the needs of the Town, The FY24 Fire Department budget also includes anticipated utility costs for operating the new Fire Department Headquarters which will be operational beginning in Fall/Winter 2023. It is the recommendation of the Warrant Committee that this budget should be approved.

ARTICLE 11 To see what sum of money the Town will vote to appropriate for the twelve-month period beginning July 1, 2023 for the operation of the Town departments classified as General Government; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate the amount shown in the following tabulation under the heading “Recomm. FY24”:

GENERAL GOVERNMENT

	Actual F22	Approp. FY23	Recomm. FY24
A SELECT BOARD			
1 ACCOUNTING			
Salaries & Wages	401,729	414,155	441,385
General Expenses	7,515	5,900	5,900
Total Accounting	409,244	420,055	447,285
2 INSURANCE GENERAL			
General Expenses	1,101,571	1,186,081	1,300,000
Total Insurance General	1,101,571	1,186,081	1,300,000
3 LAW			
Retainer	75,000	75,000	75,000
Professional & Special Services	313,500	270,000	270,000
Disbursements	2,307	6,500	6,500
Claims	0	1,000	1,000
Total Law	390,807	352,500	352,500
4 INFORMATION TECHNOLOGY			
Salary & Wages	64,181	173,047	159,403
General Expenses	374,247	465,019	515,397
Total Information Technology	438,428	638,066	674,800
5 TOWN REPORTS			
General Expenses	27,389	57,389	20,500
Total Town Reports	27,389	57,389	20,500
6 SELECT BOARD			
Salary – Chair	1,800	1,800	1,800
Salary – Other Four Members	4,450	6,000	6,000
Salary – Town Administrator	150,179	193,759	182,000
Salary – Other	464,448	399,604	567,641
General Expenses	74,328	77,500	50,730
Total Select Board	695,205	678,663	808,171

7	VETERANS BENEFITS			
	Salaries & Wages	23,283	23,749	23,749
	General Expenses	7,428	2,343	2,343
	Benefits	39,190	100,000	100,000
	Total Veterans Benefits	69,901	126,092	126,092
	TOTAL SELECT BOARD	3,132,545	3,458,846	3,729,348
B	BOARD OF ASSESSORS			
	Salary – Chair	1,800	1,800	1,800
	Salary – Other Two Members	3,000	3,000	3,000
	Salary & Wages	243,939	253,396	235,707
	General Expenses	37,527	40,000	27,500
	Revaluation	0	16,000	37,500
	Total Board of Assessors	286,266	314,196	305,507
C	TOWN CLERK			
	Salary - Clerk	103,518	105,588	108,450
	Salary - Other	221,319	221,982	208,219
	General Expenses	31,738	31,298	36,096
	Total Town Clerk	356,575	358,868	352,765
D	ELECTION & REGISTRATION			
	Salaries & Wages	34,059	219,700	135,881
	General Expenses	26,096	73,193	55,700
	Total Election & Registration	60,155	292,893	191,581
E	TREASURER-COLLECTOR			
	Salary – Treasurer	103,518	105,588	108,450
	Salary – Other	246,546	256,476	187,546
	General Expenses	71,102	79,400	83,880
	Total Treasurer-Collector	421,166	441,464	379,876
	TOTAL GENERAL GOVERNMENT	4,256,707	4,866,267	4,959,077

and that to meet said appropriation the sum of \$4,831,464 be raised from the tax levy and \$127,613 be appropriated from funds certified by the Department of Revenue as free cash.

COMMENT: The general government departments primarily provide financial and administrative support to other Town operating departments and manage the affairs of the Town. The increase in the Select Board budget relates to the reclassification of the Assistant Town Administrator/HR Director salary from the Personnel Board budget (Article 15) to the Select Board budget. In prior years 50% of this salary was recorded in Personnel Board and 50% in Select Board. In FY24 100% of the salary for this position is included in the Select Board budget. The increase in the Information Technology budget reflects increased costs for hardware and software and investments in new technology.

ARTICLE 12 To see if the Town will vote to renumber and recaption the General Bylaws of the Town by (a) assigning a chapter number to each of the General Bylaws; (b) renumbering each section of each bylaw accordingly; (c) inserting chapter, article and section titles; and (d) updating internal references to reflect the new numbering system, and to enact the following global changes to the text of the General Bylaws of the Town, all as set forth in the document on file in the office of the Town Clerk entitled “Draft of the Town of Milton, Massachusetts,” dated January 2023 prepared by General Code, LLC:

1. To consistently capitalize the word “Town” when it refers to the Town of Milton.
2. To cite numbers in the text of the bylaws in a consistent manner, so that: (a) numerals one through nine are spelled out as words, and numerals 10 and higher are cited in number form only; and (b) all monetary amounts, fractions, decimals and percentages are cited in numeric form only;

and to act on anything relating thereto.

Submitted by the Town Clerk

RECOMMENDED that the Town vote number and recaption the General Bylaws of the Town by (a) assigning a chapter number to each of the General Bylaws; (b) renumbering each section of each bylaw accordingly; (c) inserting chapter, article and section titles; and (d) updating internal references to reflect the new numbering system, and to enact the following global changes to the text of the General Bylaws of the Town, all as set forth in the document on file in the office of the Town Clerk entitled “Draft of the Town of Milton, Massachusetts,” dated January 2023 prepared by General Code, LLC:

1. To consistently capitalize the word “Town” when it refers to the Town of Milton.
2. To cite numbers in the text of the bylaws in a consistent manner, so that: (a) numerals one through nine are spelled out as words, and numerals 10 and higher are cited in number form only; and (b) all monetary amounts, fractions, decimals and percentages are cited in numeric form only.

COMMENT: The Town has hired General Code, LLC to recodify the General Bylaws. General Code has placed the bylaws into a numerical/alphabetical system that reorganizes the bylaws and facilitates search, access, and viewing of the bylaws. The General Bylaws have been recodified and are ready to be proposed to Town Meeting for acceptance in their entirety by a vote at Town Meeting.

ARTICLE 13 To see if the Town will vote to renumber and recaption the Zoning Bylaws of the Town by (a) assigning Chapter Number 275 to the Zoning Bylaws; (b) numbering each section of the bylaw accordingly; (c) inserting article and section titles, where necessary; and (d) updating internal references to reflect the new numbering system, all as set forth in the document on file in the Office of the Town Clerk entitled “Draft of the Town of Milton, Massachusetts,” dated January 2023, prepared by General Code, LLC; and to act on anything relating thereto.

Submitted by the Town Clerk

RECOMMENDED that the Town vote renumber and recaption the Zoning Bylaws of the Town by (a) assigning Chapter Number 275 to the Zoning Bylaws; (b) numbering each section of the bylaw accordingly; (c) inserting article and section titles, where necessary; and (d) updating

internal references to reflect the new numbering system, all as set forth in the document on file in the Office of the Town Clerk entitled “Draft of the Town of Milton, Massachusetts,” dated January 2023, prepared by General Code, LLC.

COMMENT: The Town has hired General Code, LLC to recodify the Zoning Bylaws. General Code has placed the bylaws into a numerical/alphabetical system that reorganizes the bylaws and facilitates search, access, and viewing of the bylaws. The Zoning Bylaws have been recodified and are ready to be proposed to Town Meeting for acceptance in their entirety by a vote at Town Meeting.

ARTICLE 14 To see if the Town will vote to extend for two years, until November 3, 2025, the term of the Town Bylaw Review Committee, created by vote of the 2015 Annual Town Meeting on Article 43 and whose term has previously been extended by votes on Article 39 of the 2019 Annual Town Meeting and Article 45 of the of the 2021 Annual Town Meeting, and to see what sum of money the Town will vote to appropriate for the twelve-month period beginning July 1, 2023 for administrative support to accomplish the Committee’s responsibilities, and to act on anything relating thereto.

Submitted by the Town Bylaw Review Committee

RECOMMENDED that the Town vote to extend for two years, until November 3, 2025, the term of the Town Bylaw Review Committee and to appropriate the sum of \$5,730 for the twelve-month period beginning July 1, 2023 and that to meet said appropriation the sum of \$5,730 be raised from the tax levy.

COMMENT: The Town’s bylaws are out of date and the Bylaw Review Committee has been conducting a review of the bylaws since 2016. The term of the Bylaw Review Committee has been previously extended due to the COVID pandemic but additional time is still necessary in order to complete the project and to update and organize the bylaws in order to make them more current and user-friendly. Because of the tremendous amount of time-intensive, detail-oriented administrative work required of the Bylaw Review Committee, the Committee has requested an appropriation for administrative support to maintain records, assist in the editing of draft versions of the bylaws, and to assist the Committee in general. It is expected that with this appropriation the Bylaw Review Committee will be able to complete its review during the next two years.

ARTICLE 15 To see what sum of money the Town will vote to appropriate for the twelve-month period beginning July 1, 2023 for the operation of the several Boards and Committees classified as Boards and Special Committees; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate the amounts shown in the following tabulation under the heading “Recomm. FY24”:

BOARDS AND COMMITTEES		Actual FY22	Approp. FY23	Recomm. FY24
A	CONSERVATION COMMISSION			
	General Expenses	2,465	2,500	2,500
	Total Conservation Commission	2,465	2,500	2,500

B	COUNCIL ON AGING			
	Salaries & Wages	243,770	265,577	273,526
	General Expenses	33,661	61,782	66,230
	Transportation	4,830	2,000	4,600
	Total Council on Aging	282,261	329,359	344,356
C	HISTORICAL COMMISSION			
	General Expenses	2,140	2,240	2,240
	Total Historical Commission	2,140	2,240	2,240
D	PERSONNEL BOARD			
	Salaries & Wages	60,188	61,266	0
	General Expenses	739	1,770	0
	Total Personnel Board	60,927	63,036	0
E	PLANNING BOARD			
	Salaries & Wages	35,771	37,047	36,929
	General Expense	5,941	4,494	4,494
	Studies	38,875	100,000	50,000
	Total Planning Board	80,587	141,541	91,423
F	MASTER PLAN IMPLEMENTATION COMMITTEE			
	Master Plan Implementation	31,911	30,000	30,000
	Total MPIC	31,911	30,000	30,000
G	WARRANT COMMITTEE			
	Salaries & Wages	15,331	12,447	15,442
	General Expenses	0	850	850
	Total Warrant Committee	15,331	13,297	16,292
	TOTAL BOARDS AND COMMITTEES	475,622	581,973	486,811

and that to meet said appropriation the sum of \$481,811 be raised from the tax levy and \$5,000 be appropriated from funds certified by the Department of Revenue as free cash.

COMMENT: The requested aggregate budget for the various Boards and Committees of the Town for FY24 is 16.3% less than the FY23 appropriation for all boards. This decrease is mainly due to the reclassification of the Personnel Board Budget to the Select Board (Article 11) and the decrease in Planning Board studies.

The Warrant Committee recommends approval of these appropriations.

ARTICLE 16 To see if the Town will vote to appropriate or reserve from the Community Preservation Fund annual revenues in the amounts recommended by the Community Preservation Committee for committee administrative expenses, community preservation projects and other expenses in fiscal year 2024, with each item to be considered a separate appropriation:

Submitted by the Community Preservation Committee

RECOMMENDED that the Town vote to appropriate Community Preservation Act funds as follows:

Appropriations:

From FY2024 estimated revenues for Committee Administrative Expenses \$52,300

Reserves:

From FY 2024 estimated revenues for Historic Resources Reserve \$104,500

From FY 2024 estimated revenues for Community Housing Reserve \$104,500

From FY 2024 estimated revenues for Open Space and Recreation Reserve \$104,500

From FY 2024 estimated revenues for Budgeted Reserve \$679,700

COMMENT: The Town anticipates total Community Preservation Act revenue of \$1,045,500 in fiscal year 2024. After making the set asides for the three 10% reserve accounts, the Historic Resources Reserve, the Community Housing Reserve, and the Open Space and Recreation Reserve, as well as 5% for administrative costs, the Community Preservation Committee has recommended putting the remaining \$679,700 of the estimated total revenue in the budgeted reserve.

ARTICLE 17 To see if the town will approve projects and budgets recommended by the Community Preservation Committee at its meeting of February 22 to receive grants from Community Preservation Act funding; and to act on anything relating thereto. If approved by Town Meeting, all projects must enter into a Grant Agreement with the Town and submit regular progress and budget reports. A total of eleven (11) projects are recommended with each item to be considered a separate appropriation for a total of \$1,663,013 to be provided from CPA funds.

CPA PROJECT FUNDING RECOMMENDATIONS			
CPA CATEGORY: COMMUNITY HOUSING		FUNDING SOURCE	AMOUNT
1	Milton Affordable Housing Trust	Community Housing Reserve Fund	\$103,000
		Undesignated CPA Fund	\$430,000
		Total Funding:	\$533,000
CPA CATEGORY: HISTORIC PRESERVATION		FUNDING SOURCE	AMOUNT
2	Milton Town Lock-Up Renovation Milton Historic Commission	Historic Preservation Reserve Fund	\$43,275
		Undesignated CPA Fund	\$176,725
		Total Funding:	\$220,000
3	Forbes House Museum Carriage House & Barn	Historic Preservation Reserve Fund	\$43,275
		FY2023 Budgeted Reserve	\$101,717
		Undesignated CPA Fund	\$144,003
		Total Funding:	\$288,995
4	Spalding Garden - Masonry Work Milton Garden Club	Historic Preservation Reserve Fund	\$16,450
		Total Funding:	\$16,450
CPA CATEGORY: OPEN SPACE & RECREATION		FUNDING SOURCE	AMOUNT
5	Turner's Pond Path Improvements Milton Parks & Rec	Open Space & Rec Reserve Fund	\$14,700
		FY2023 Budgeted Reserve	\$60,300
		Total Funding:	\$75,000
6	Wharf Park - Planning Improvements Friends of Milton Recreation	Open Space & Rec Reserve Fund	\$14,700
		FY2023 Budgeted Reserve	\$10,300
		Total Funding:	\$25,000
7	Peverly Park Playground Study Milton Parks & Rec	Open Space & Rec Reserve Fund	\$14,700
		FY2023 Budgeted Reserve	\$25,300
		Total Funding:	\$40,000
8	Mary C Lane Baseball Improvements Milton Parks & Rec	Open Space & Rec Reserve Fund	\$14,700
		FY2023 Budgeted Reserve	\$16,746
		Total Funding:	\$31,446
9	Middle Gile Sports LED Lighting Milton Parks & Rec	Open Space & Rec Reserve Fund	\$14,700
		FY2023 Budgeted Reserve	\$274,122
		Total Funding:	\$288,822
10	Pickleball Court Study Milton Parks & Rec	Open Space & Rec Reserve Fund	\$14,700
		FY2023 Budgeted Reserve	\$4,600
		Total Funding:	\$19,300
11	Pope's Pond Pedestrian Bridge Conservation Commission	Open Space & Rec Reserve Fund	\$14,800
		FY2023 Budgeted Reserve	\$110,200
		Total Funding:	\$125,000
TOTAL FUNDING:			\$1,663,013

PROJECT RECOMMENDATION BREAKDOWN		
CPA CATEGORY	NUMBER OF PROJECTS	TOTAL AMOUNT
COMMUNITY HOUSING	1	\$533,000
HISTORIC PRESERVATION	3	\$525,445
OPEN SPACE & RECREATION	7	\$604,568

Submitted by the Community Preservation Committee

RECOMMENDED that the Town vote to approve the projects and amounts shown in the following tabulation under the heading "CPA FY2023 PROJECT FUNDING RECOMMENDATIONS," all projects must enter into a Grant Agreement with the Town and submit regular progress and budget reports, and each project shall be a separate appropriation:

CPA PROJECT FUNDING RECOMMENDATIONS			
CPA CATEGORY: COMMUNITY HOUSING		FUNDING SOURCE	AMOUNT
1	Milton Affordable Housing Trust	Community Housing Reserve Fund	\$103,000
		Undesignated CPA Fund	\$430,000
		Total Funding:	\$533,000
CPA CATEGORY: HISTORIC PRESERVATION		FUNDING SOURCE	AMOUNT
2	Milton Town Lock-Up Renovation Milton Historic Commission	Historic Preservation Reserve Fund	\$43,275
		Undesignated CPA Fund	\$176,725
		Total Funding:	\$220,000
3	Forbes House Museum Carriage House & Barn	Historic Preservation Reserve Fund	\$43,275
		FY2023 Budgeted Reserve	\$101,717
		Undesignated CPA Fund	\$144,003
		Total Funding:	\$288,995
4	Spalding Garden - Masonry Work Milton Garden Club	Historic Preservation Reserve Fund	\$16,450
		Total Funding:	\$16,450
CPA CATEGORY: OPEN SPACE & RECREATION		FUNDING SOURCE	AMOUNT
5	Turner's Pond Path Improvements Milton Parks & Rec	Open Space & Rec Reserve Fund	\$14,700
		FY2023 Budgeted Reserve	\$60,300
		Total Funding:	\$75,000
6	Wharf Park - Planning Improvements Friends of Milton Recreation	Open Space & Rec Reserve Fund	\$14,700
		FY2023 Budgeted Reserve	\$10,300
		Total Funding:	\$25,000
7	Peverly Park Playground Study Milton Parks & Rec	Open Space & Rec Reserve Fund	\$14,700
		FY2023 Budgeted Reserve	\$25,300
		Total Funding:	\$40,000
8		Open Space & Rec Reserve Fund	\$14,700

	Mary C Lane Baseball Improvements Milton Parks & Rec	FY2023 Budgeted Reserve	\$16,746
		Total Funding:	\$31,446
9	Middle Gile Sports LED Lighting Milton Parks & Rec	Open Space & Rec Reserve Fund	\$14,700
		FY2023 Budgeted Reserve	\$274,122
		Total Funding:	\$288,822
10	Pickleball Court Study Milton Parks & Rec	Open Space & Rec Reserve Fund	\$14,700
		FY2023 Budgeted Reserve	\$4,600
		Total Funding:	\$19,300
11	Pope's Pond Pedestrian Bridge Conservation Commission	Open Space & Rec Reserve Fund	\$14,800
		FY2023 Budgeted Reserve	\$110,200
		Total Funding:	\$125,000
TOTAL FUNDING:			\$1,663,013
PROJECT RECOMMENDATION BREAKDOWN			
CPA CATEGORY		NUMBER OF PROJECTS	TOTAL AMOUNT
COMMUNITY HOUSING		1	\$533,000
HISTORIC PRESERVATION		3	\$525,445
OPEN SPACE & RECREATION		7	\$604,568

COMMENT: The Town of Milton has adopted the Community Preservation Act (CPA) that generates monies for local Community Preservation funds through the implementation of a local CPA property tax. The Community Preservation Committee (CPC) conducts an annual Needs Assessment to determine the Town's priorities for open space, historic resources, community housing and outdoor recreation projects. Working with municipal boards, the CPC assesses the Town's preservation goals and conducts public informational hearings to seek the public's input on the Town's community preservation needs, opportunities, resources and priorities. Following the CPC's study of these issues, the CPC makes recommendations to Town Meeting for the expenditure from the Town's Community Preservation Fund for projects initiated through an Application for Community Preservation Eligibility that is available to the public on the CPC's town website.

After careful review and consideration of all project proposals, CPC recommended that eleven (11) projects be funded from CPA funds.

The Warrant Committee recommends approval of this article.

ARTICLE 18 To see what sum of money the Town will vote to appropriate for the twelve-month period beginning July 1, 2023, for the operation, maintenance and improvements of Public Works; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate the amounts shown in the following tabulation under the heading "Recomm. FY24":

PUBLIC WORKS	Actual FY22	Approp. FY23	Recomm FY24
Public Works General	2,103,560	1,810,781	1,922,098
Vehicle Maintenance	637,300	625,522	705,619
Subtotal Public Works	2,740,860	2,436,303	2,627,717
SOLID WASTE MGMT.			
Collection of Refuse	772,526	781,476	797,106
Refuse Disposal	678,104	675,000	750,000
Curbside Recycling	1,118,647	1,268,664	1,320,509
Landfill Monitoring	11,805	19,000	19,000
Solid Waste General	89,891	141,583	141,661
Subtotal Solid Waste Mgmt.	2,670,973	2,885,723	3,028,276
TOTAL PUBLIC WORKS	5,411,833	5,322,026	5,655,993

and that to meet said appropriation the sum of \$5,480,993 be raised from the tax levy and \$175,000 be appropriated from funds certified by the Department of Revenue as free cash. Of the total amount appropriated, the maximum sum authorized for salaries and wages is \$1,231,592. The Public Works Department is hereby authorized to sell at a private or public sale, with the approval of the Select Board, equipment that is no longer needed by the department. It is further authorized to exchange or trade in old equipment for similar materials in the usual course of its operations to provide for replacement items.

COMMENT: The overall total Public Works FY24 recommendation represents an increase of \$333,967 (6.3%) from the FY23 appropriation. This increase is to fund a traffic engineer (consultant) and an amount of \$20,000 to be used with matching MassDOT funds for specific allowable projects. The Public Works General budget includes salary, wages, longevity, and stipends consistent with its collective bargaining agreements and contractual agreements. The remainder of the general expense budget requests have been level funded. The Town's Snow and Ice budget is historically underfunded at its current amount of \$160,000, as evidenced by a historic average of approximately \$500,000 per year. The FY24 budget request remains level funded at \$160,000, as a reduction would not allow for the Commonwealth's provision to carry a deficit forward to the following year if necessary.

Vehicle Maintenance - The FY24 expense budget request is based on the increased costs of parts and repairs that the department has experienced over the past year. The additional \$80,097 requested represents a 12.8% increase from FY23.

Solid Waste – FY24 represents the second year of three new contracts and/or extensions for solid waste collection and disposal that were executed in FY22. Below is a breakdown of the subcategories of the solid waste budget:

Collection of Refuse – This is a fixed contractual item for the collection and hauling of solid waste (trash). The contractual price for FY24 is \$797,106 which represents a 2% increase over FY23.

Transfer and Disposal of Refuse – This is a contractual item that relates to the cost of disposal of solid waste at the Covanta disposal facility in Braintree. The unit price for solid waste disposal will rise from

\$105.82/ton to \$111.11/ton which represents a 5% increase in FY24. The three-year average tonnage for solid waste for the Town is approximately 6,750 tons. Therefore, the budget request is \$750,000 which is an 11% increase over FY23. Tonnage rates continue to be higher than historic levels following the COVID-19 pandemic.

Solid Waste General – This budget contains both salaries and Professional Services for things like pest extermination contract services and for removal services for propane, helium, oxygen, fire extinguishers and other tank-type items received at the recycle center. This line item is essentially level funded in FY24.

Curbside Recycling – This effort is comprised of several different elements, some contractual, some unit cost or commodity based:

Collection of recycle material is a fixed contractual price for FY24 of \$907,509, which represents a 2% increase over FY23.

Disposal and processing of recycling materials is a variable cost, which is tied to a regional index published monthly and commodity values. The recycled materials market has fluctuated greatly over the past several years and is very unstable and unpredictable at this time. Current projections are for recycle processing costs to be \$95.18/ton in FY24. The town averages approximately 3,912 tons per year; therefore, a budget of \$375,000 is requested.

The combined recycle hauling and processing costs for FY24 are budgeted at \$1,320,509 which represents a 4% increase over FY23.

Landfill Closure represents a regulatory requirement to measure, quantify, and report groundwater location and contaminants that may exist beneath Milton's landfill, which has been closed for several decades. This line item has been requested to be level funded at \$19,000.

ARTICLE 19 To see what sum of money the Town will vote to appropriate for the twelve-month period beginning July 1, 2023, for the Water Enterprise Fund; to determine how said appropriation shall be raised, whether by transfer from available funds, borrowing or otherwise; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate \$6,950,399 for the Water Enterprise Fund; and that \$670,000 be included in appropriations from the general fund for indirect costs and be allocated to the Water Enterprise Fund for funding and that the sum of \$7,620,399 be raised and appropriated as follows:

	Actual FY22	Approp. FY23	Recomm. FY24
WATER ENTERPRISE REVENUE:			
Rate / User Fee Revenue	6,308,703	7,000,127	7,170,399
Service and Miscellaneous Revenue	187,310	200,000	200,000
Retained earnings	321,667	250,000	250,000
Total Revenue	6,817,680	7,450,127	7,620,399

WATER ENTERPRISE COSTS:**Direct Costs:**

Salary & Wages	808,341	909,140	951,887
Expenses	308,008	472,300	476,300
Capital Outlay	107,926	365,000	365,000
Debt Service	1,135,756	1,047,525	974,835
MWRA Assessments	3,892,649	4,022,582	4,182,377
Subtotal Direct Costs	6,252,680	6,816,547	6,950,399
Indirect Costs	565,000	633,580	670,000
TOTAL	6,817,680	7,450,127	7,620,399

COMMENT: The Water Enterprise Fund Budget represents the costs to provide Milton residents with safe drinking water. The single greatest cost is the MWRA assessment, which covers the cost of the bulk purchase of water from the MWRA. Direct costs include water department personnel, system repairs, and debt service for water system expansion and improvements. Indirect costs, such as employee benefits, are also charged to the Water Enterprise Fund Budget.

ARTICLE 20 To see what sum of money the Town will vote to appropriate for the twelve-month period beginning July 1, 2023 for the Sewer Enterprise Fund; to determine how said appropriation shall be raised, whether by transfer from available funds, borrowing or otherwise; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate \$8,461,415 for the Sewer Enterprise Fund; that \$670,000 be included in appropriations from the general fund for indirect costs and be allocated to the Sewer Enterprise Fund for funding and that \$9,131,415 be raised and appropriated as follows:

	Actual FY22	Approp. FY23	Recomm. FY24
SEWER ENTERPRISE REVENUE:			
Rate / User Fee Revenue	7,360,249	8,398,782	8,616,415
Service and Miscellaneous Revenue	156,957	215,000	215,000
Sewer Inflow/Infiltration Mitigation Fund	200,000	200,000	300,000
Retained Earnings	176,620	0	0
Total Revenue	7,893,826	8,813,782	9,131,415

SEWER ENTERPRISE COSTS:**Direct Costs:**

Salary & Wages	644,575	748,998	784,037
Expenses	236,109	242,200	242,200
Capital Outlay	87,147	500,000	500,000
Debt Service	400,757	556,948	517,990

MWRA Assessments	5,910,238	6,132,056	6,417,188
Subtotal Direct Costs	7,278,826	8,180,202	8,461,415
Indirect Costs	615,000	633,580	670,000
TOTAL	7,893,826	8,813,782	9,131,415

COMMENT: The Sewer Enterprise Fund is comparable in purpose to the Water Enterprise Fund but targeted to the costs to provide wastewater management. The Town's sewer system collects wastewater flows from properties and transports them to the Deer Island Treatment Plant for processing. Public Works Department staff time, Milton's MWRA assessment, debt service, system improvement and maintenance costs, as well as indirect costs, are established and charged to the Sewer Enterprise Fund. Anticipated costs for the next fiscal year, in both Enterprise accounts, are the basis by which the Select Board will develop and set the FY24 water and sewer rates.

ARTICLE 21 To see what sum of money the Town will vote to appropriate for the twelve-month period beginning July 1, 2023, for the Stormwater Enterprise Fund; to determine how said appropriation shall be raised, whether by transfer from available funds, borrowing or otherwise; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate the sum of \$1,034,478 for the Stormwater Enterprise Fund; that \$50,000 be included in appropriations from the general fund for indirect costs and be allocated to the Stormwater Enterprise Fund for funding, and that \$1,084,478 be raised and appropriated as follows:

	Actual FY22	Approp. FY23	Recomm. FY24
STORMWATER ENTERPRISE REVENUE:			
Rate / Fee Revenue	978,118	1,011,726	1,084,478
Retained Earnings	0	0	0
Total Revenue	978,118	1,011,726	1,084,478
STORMWATER ENTERPRISE COSTS:			
Direct Costs:			
Salary & Wages	179,712	204,708	214,518
Expenses	432,533	648,729	648,729
Debt Service	159,273	108,289	171,231
Subtotal Direct Costs	771,518	961,726	1,034,478
Indirect Costs	86,500	50,000	50,000
TOTAL	858,018	1,011,726	1,084,478

COMMENT: The Stormwater Enterprise Fund targets the costs of managing the Town's stormwater collection system including maintaining existing infrastructure and meeting its legal requirements under the federal National Pollution Discharge Elimination System (NPDES) permit. The Town's current NPDES permit requirements became effective July 1, 2018 and require a number of activities to achieve improved stormwater management and quality. The stormwater utility fee pays for street sweeping, catch basin cleaning, and replacement of drainage systems, yard waste collection, and other services that the Department of Public Works provides each year to ensure that the Town complies with the NPDES permit requirements.

ARTICLE 22 To see what sum of money the Town will vote to appropriate for the maintaining, repairing, improving and constructing of ways under the provisions of General Laws, Chapter 90, said sum or any portion thereof to be used in conjunction with any money which may be allotted by the State for this purpose; to determine how said appropriation shall be raised, whether by borrowing or otherwise; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the sum of \$626,278 be appropriated for the purposes set forth in this article, that to meet said appropriation the Treasurer be authorized to issue, with the approval of the Select Board, bonds or secured notes in the amount of \$626,278; and that the Town vote to accept grants under the provisions of M.G.L. Chapter 90 in the amount of \$626,278 the said reimbursements from the state (100%) to be restored upon their receipt to the Town Treasurer.

COMMENT: Milton is expected to receive an allocation of \$626,278 from the Commonwealth for reimbursement of maintaining, constructing, and improving roadways under M.G.L. Chapter 90, Section 34 in Fiscal Year 2024. Milton intends to fully utilize the allocated Chapter 90 reimbursement of \$626,278.

ARTICLE 23 To see what sum of money the Town will vote to appropriate to provide rehabilitation, replacement or enhancement of the Town's water system, and to authorize the Select Board, on behalf of the Town, to apply for and use federal, state, MWRA or other funds for this purpose, to determine how such appropriation shall be raised; whether by borrowing or otherwise; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the sum of \$596,700 be appropriated for the purpose of financing the rehabilitation, replacement or enhancement of the Town's water system, including costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Select Board, is authorized to borrow \$596,700 under and pursuant to Chapter 44, Section 8 (5) of the General Laws, as amended, or any other enabling authority, and to issue bonds or notes of the Town therefor, and that the Select Board and hereby is authorized to accept and expend in addition to the foregoing appropriation one or more grants or gifts from the Massachusetts Water Resources Authority or any other public or private funding source.

COMMENT: The primary source of funds Milton uses to rehabilitate the drinking water system is the MWRA's Local Water System Assistance Program. The program allocates Milton \$596,700 for FY24

through a ten year, 0% interest loan. The Milton Water Department uses the funding to replace pipes that have exceeded their useful life. An additional \$365,000 from the Water Enterprise Fund supplements the MWRA infrastructure funds on an annual basis. \$961,700 is a small amount to invest to maintain a system as extensive as Milton’s. At the investment rate, rehabilitation of the entire system will require in excess of 100 years, well beyond the useful life for much of the system.

ARTICLE 24 To see what sum of money the Town will vote to appropriate to provide rehabilitation, replacement or enhancement of the Town's stormwater system, including costs incidental and related thereto, and to authorize the Select Board, on behalf of the Town, to apply for and use federal, state, or other funds for this purpose; to determine how such appropriation shall be raised, whether by borrowing or otherwise; and to act of anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the sum of \$350,000 be appropriated for the purpose of financing the rehabilitation, replacement, or enhancement of the Town's stormwater system, including costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Select Board, is authorized to borrow \$350,000 under and pursuant to Chapter 44, Sections 7(1) and 8(15) of the General Laws, as amended, or any other enabling authority, and to issue bonds or notes of the Town therefor, and that the Select Board be and hereby is authorized to accept and expend in addition to the foregoing appropriation one or more grants or gifts from any other public or private funding source.

COMMENT: Milton’s storm drain system is built to collect and convey rainwater from over 96 miles of public roadway. Milton has an obligation under the Federal Clean Water Act to minimize the discharge of pollutants to receiving waters and to maintain its stormwater collection system in good standing. Funds appropriated in this article are utilized for capital projects to repair and rehabilitate failed storm water infrastructure. Debt service for these projects will be reflected in the Town’s Stormwater Enterprise Fund Budget.

ARTICLE 25 To see what sum of money the Town will vote to appropriate for Health and Sanitation for the twelve-month period beginning July 1, 2023; and to act on anything relating thereto.

Submitted by the Board of Health

RECOMMENDED that the Town appropriate the amounts shown in the following tabulation under the heading "Recomm. FY24":

BOARD OF HEALTH	Actual FY22	Approp. FY23	Recomm. FY24
Salaries & Wages	246,051	308,644	385,031
General Expenses	19,358	7,065	29,033
Opioid Settlement Expenses	0	0	75,000
TOTAL BOARD OF HEALTH	265,409	315,709	489,064

and that to meet said appropriation the sum of \$489,064 be raised from the tax levy.

COMMENT: The Board of Health has employed a full-time Community Health Social Worker during FY23 with ARPA funding. In January, the Personnel Board approved creating this position. The funding for this position is included in the Board of Health budget and represents most of the increase in the Salaries & Wages account.

The increase in General Expenses relates to the implementation and maintenance of new software for permitting for the Health Department called PermitEyes, which is also used by the Building Department (\$11,570) and a septic consultant for site evaluations, plan reviews, and installation inspections (\$6,500). This expense was being paid out of the revolving fund but belongs as part of the professional services expenses within the department. Finally, training, dues, and memberships for the new Health Agent, Assistant Health Director, and educational renewals for the Health Director (\$3,600).

Along with the Commonwealth of Massachusetts and most of the municipalities in Massachusetts, Milton is part of the nationwide settlements regarding the opioid crisis. As part of the settlements with Distributors, Johnson & Johnson, Teva, Allergan, CVS, Walgreens, and Walmart, the Town began receiving payments in FY23 which will continue, in some cases, through 2038. The funds are required to be used specifically for opioid use disorder prevention, harm reduction, treatment, and recovery and the Town must comply with reporting requirements regarding expenditures. In FY24, the Town is anticipated to receive approximately \$75,000 which would be expended under the direction of the Board of Health for eligible purposes, in accordance with the nationwide settlement and guidance from the Commonwealth.

ARTICLE 26 To see what sum of money the Town will vote to appropriate for the Public Library for the twelve-month period beginning July 1, 2023; and to act on anything relating thereto.

Submitted by the Board of Library Trustees

RECOMMENDED that the Town appropriate the amounts shown in the following tabulation under the heading "Recomm. FY24":

LIBRARY	Actual FY22	Approp. FY23	Recomm. FY24
Salaries & Wages	1,134,500	1,188,865	1,214,072
General Expenses	181,281	249,398	276,290
Old Colony Network	41,394	44,585	45,923
Books & Related Materials	263,192	230,000	235,000
TOTAL LIBRARY	1,620,367	1,712,848	1,771,285

and that to meet said appropriation the sum of \$1,741,285 be raised from the tax levy and \$30,000 be appropriated from funds certified by the Department of Revenue as free cash.

COMMENT: The slight increase to the Library budget represents contractual wage increases, inflation, and increased costs of existing contracts for service. The increase in the books and related materials budget meets the amount necessary to stay certified by the Massachusetts Board of Library Commissioners for State Aid funds and reciprocal library. The budget includes a new part-time Library Assistant but is otherwise level-funded which is remarkable in light of the excellent level of service and

expanding scope of services that the Library provides to our Town. Additional personnel have been requested and approved by the Personnel Board and represent a need that continues to be unfunded.

ARTICLE 27 To see if the Town will vote to authorize the Select Board to sell the former Kidder Branch Library property located at 101 Blue Hills Parkway, which parcel is shown on the Town of Milton Assessor's Maps as Map C, Block 5, Lot 19, substantially in accordance with the terms of a Purchase and Sale Agreement between the Town and the Discovery Schoolhouse Inc.; and to act on anything relating thereto.

Submitted by the Select Board

No recommendation at this time.

COMMENT: At this time of printing of the Warrant, negotiations on the sale of the former Kidder Branch Library were ongoing and the Warrant Committee did not possess enough information with regard to the sale to evaluate the issue and to give a recommendation.

ARTICLE 28 To see what sum of money the Town will vote to appropriate for the maintenance and improvement of the Cemetery for the fiscal year beginning July 1, 2023; and to act on anything relating thereto.

Submitted by the Board of the Cemetery Trustees

RECOMMENDED that the Town appropriate the amounts shown in the following tabulation under the heading "Recomm. FY24":

CEMETERY	Actual FY22	Approp. FY23	Recomm. FY24
Salaries & Wages	705,067	739,075	745,042
General Expenses	160,398	140,128	146,028
TOTAL CEMETERY	865,465	879,203	891,070

and to meet said appropriation the sum of \$886,070 be raised from the tax levy and \$5,000 be appropriated from funds certified by the Department of Revenue as free cash. The Department is hereby authorized to sell or exchange old equipment to furnish additional funds for new equipment.

COMMENT: The Cemetery's requested budget for FY24 General Expenses is slightly higher than last year (\$6,000 increase) and the Salaries & Wages account is also slightly increased to account for contractual increases. The increase in General Expenses mainly relates to funds for soil screening. The Warrant Committee recommends the appropriation.

ARTICLE 29 To see what sum of money the Town will vote to appropriate for the twelve-month period beginning July 1, 2023 for the operation of Parks and Recreation; and to see if the Town will vote to authorize the continued use of the Parks and Recreation Revolving Fund pursuant to the provisions of Chapter 18 of the General Bylaws of the Town; and to act on anything relating thereto.

Submitted by the Board of Park Commissioners

RECOMMENDED that the Town authorize the continued use of the Parks and Recreation Revolving Fund pursuant to the provisions of Chapter 18 of the General Bylaws of the Town and that the Town appropriate the amounts shown in the following tabulation under the heading "Recomm. FY24":

PARKS AND RECREATION	Actual FY22	Approp. FY23	Recomm. FY24
Salaries & Wages	450,826	490,346	503,264
General Expenses	146,747	155,541	160,541
Special Needs Programs	1,000	1,000	2,000
TOTAL PARKS AND RECREATION	598,573	646,887	665,805

and that to meet said appropriation the sum of \$659,805 be raised from the tax levy and \$6,000 be appropriated from funds certified by the Department of Revenue as free cash.

COMMENT: The Parks and Recreation Department will continue to deliver its services to the town. The increase in funding for Salaries and Wages reflect negotiated contractual adjustments.

The General Expense line, which includes operating expenses such as utilities, water/sewer, equipment maintenance and the care and maintenance of approximately 115 acres in the town reflects a minimal increase of \$5,000 related to grounds and building maintenance. In addition, the FY24 budget includes a \$1,000 increase in funding for Special Needs Programs offered by the department. The management team of the Parks and Recreation Department is working diligently to manage the current needed capital projects while planning for future needed capital improvements in and around the town while respecting the financial limits of their town approved budget.

The Department will continue to use money received as gifts for improvements to town amenities and use funds provided by CPA money for projects such as a playground at Peverly Park, the installation of LED lights at the field at Middle Gile sports field, and to study the feasibility of pickleball courts.

The Warrant Committee recommends the appropriation of \$665,805.

ARTICLE 30 To see what sum of money the Town will vote to appropriate for the support of schools for the twelve-month period beginning July 1, 2023; and to act on anything relating thereto.

Submitted by the School Committee

RECOMMENDED that the Town appropriate the amounts shown in the following tabulation under the heading "Recomm. FY24":

SCHOOLS	Actual FY22	Approp. FY23	Recomm. FY24
School Department	54,821,097	58,365,423	61,574,062
TOTAL SCHOOLS	54,821,097	58,365,423	61,574,062

and that to meet said appropriation the sum of \$61,073,362 be raised from the tax levy and \$500,700 be appropriated from funds certified by the Department of Revenue as free cash.

COMMENT: The Milton Public Schools (MPS) allocation is the single largest and most complex component in the Town's budget. The Town Meeting annually approves a single line item to fund the MPS and relies upon the Warrant Committee to analyze and review the MPS budget in detail before forwarding its recommendation. The Warrant Committee engaged in several discussions while considering their recommendation of the FY24 school budget.

The 5.4% increase to the FY24 MPS budget includes the use of \$500,700 in free cash for purposes of hiring three special education teachers at Tucker, a Diversity, Equity and Inclusion coach, an elementary school math interventionist, an ELA teacher at Pierce, and information technology staff. Otherwise, the budget is level-funded.

The Warrant Committee has previously noted its concerns with the Town's ability to sustain positions initially funded by ARPA funds and Free Cash and has previously urged the School Department to comprehensively review the feasibility of continuing to rely upon these outside funding sources. The Warrant Committee has recommended that the School Department review and determine areas where costs could be reduced without compromising the quality of education provided in the Milton Public Schools.

For FY24, however, the total budget proposal requests \$500,700 in free cash for recurring positions with salaries that will trigger another \$123,627 in benefits associated with those positions. The FY24 budget benefited from an extraordinary amount of free cash which should be seen as one-time monies the School Department is using to fund recurring budget needs, which guarantees future shortfalls. As members of the Select Board have noted, this practice may necessitate an override vote to balance the Town's budget next year when ARPA funds aren't available and when the Town does not benefit from exceptionally high free cash.

The Warrant Committee nevertheless recommends the appropriation of the requested budget amount due to the evidence of growing need for services in the schools, to address COVID-related learning loss and falling scores, to provide the necessary services to support our growing Special Education community, and to build on the success of Diversity, Equity, and Inclusion initiatives that focus on addressing disproportionate disciplinary actions and special education referrals for students of color. Over numerous meetings between the Warrant Committee and the staff and administration of our public schools, the Warrant Committee was satisfied that the personnel that the School Department was requesting was appropriate to deliver these services that are needed, in some cases, desperately.

This recommendation is also made in light of the Warrant Committee's assessment that this request was made as a result of a very thorough budget process through which the Town Administrator, the Select Board, and the School Department worked together to create a consensus budget that would avoid a budget override vote for FY24; the compromise represented by the consensus budget that could avoid an override in FY24 was a factor behind the Warrant Committee's recommendation.

The members of the Warrant Committee are deeply invested in the Milton Public Schools and supportive of allocating the funds necessary to provide high quality education to all Milton students.

ARTICLE 31 To see if the Town will vote:

(1) to transfer to the care, custody, management and control of the Select Board, for school purposes, approximately 2.81 acres of land located between Blue Hills Parkway and Gile Road, as shown on a plan, a copy of which is on file at the office of the Director of Planning and Community Development, which are presently under the care, custody and control of the Milton Conservation Commission, and

(2) to transfer to the care, custody, management and control of the Select Board, for school purposes, approximately 4.4 acres of land located between Blue Hills Parkway and Gile Road, as shown on a plan, a copy of which is on file at the office of the Director of Planning and Community Development, which are presently maintained by the Parks and Recreation Department for recreation purposes, and

(3) to authorize the Select Board to petition the General Court to enact special legislation, in accordance with Chapter 274 of the Acts of 2022, otherwise known as the Public Lands Preservation Act, to authorize the Town of Milton to use said land for school purposes, and without any restrictions imposed on such use by Article 97 of the Amendments to the Massachusetts Constitution ("Article 97"), and

(4) to transfer to the care, custody, management and control of the Conservation Commission, and to be subject to the provisions of Article 97, approximately six (6) acres of land located on Randolph Avenue, and approximately three (3) acres of land located on Herrick Drive, and approximately one (1) acre of land located on School Street, and possibly other land to be determined prior to Town Meeting, which are all held by the Town for general municipal purposes, as shown on plans, copies of which are on file at the office of the Director of Planning and Community Development, and

(5) to authorize the Select Board to obtain all necessary Governmental approvals necessary to accomplish the purpose of this article;

(6) and provided that, in the event that the Town does not appropriate funding for the aforementioned school purposes on the Blue Hills Parkway Parcel on or before June 30, 2028, the Blue Hills Parkway Parcel shall be transferred back to the care, custody and control of the Milton Conservation Commission, to be subject to the provisions of Article 97, the Randolph Avenue Parcel, the School Street parcel, and the Herrick Drive Parcels shall be transferred back to the Select Board to be used for general municipal purposes, and the Gile Road Parcel shall be transferred back to the Parks and Recreation Department for active recreation purposes, and the Select Board shall be authorized to petition the General Court to enact special legislation to authorize the Town of Milton to use the Randolph Avenue Parcel, the School Street parcel, and the Herrick Drive Parcels for general municipal purposes and without any restrictions imposed on such use by Article 97.

and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town vote No.

COMMENT: At the Special Town Meeting held on June 13, 1978, our Town Meeting voted on Warrant Article 7 (Art. 7) to authorize the Board of Selectmen to acquire, for recreation and conservation purposes, the Lamb property in question. The property was acquired by the Town and has since been managed and controlled by the Conservation Commission as conservation land for the promotion and development of natural resources and for the protection of the watershed resources of the Town as per

Art. 7. The deed from the Lamb Sisters to the Town specified that the land was being purchased for the purposes specified in Art. 7.

This current Warrant Article 32 proposes that, in order to build a school, the Town remove from the Lamb property its protected status as conservation land in a “swap” whereby other properties owned by the town would be designated as conservation land to replace the lost conservation acreage with new conservation land to be held and managed by the Conservation Commission.

The Warrant Committee opposes the land swap.

Article 97 of the Amendments to the Massachusetts Constitution (Art. 97) establishes a right to a clean environment including its natural, scenic, historical, and aesthetic qualities for the citizens of the Commonwealth. Art. 97 also declares the conservation of natural resources a public purpose and provides that land or easements subject to Art. 97 shall not be used for other purposes or disposed of without a two-thirds roll call vote of the Legislature.

An Act Preserving Open Space in the Commonwealth, also known as the Public Lands Preservation Act (PLPA), established in statute requirements and a process for submission to the legislature of petitions to authorize the use for another purpose or disposition of land subject to Art. 97. The PLPA also declares the conservation of natural resources a public purpose and provides that land or easements subject to Art. 97 shall not be used for other purposes but does nevertheless permit towns, in exceptional circumstances, to repurpose conservation land to other use and provides a process through which to do so.

Pursuant to the Art. 97 land swap process, in order for the land to be successfully swapped, the proposal needs to be approved by a two-thirds (2/3) vote at Town Meeting, a (2/3) vote of the State Legislature as required under the State Constitution, and must comply with the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs (EOEEA) Land Disposition Policy.

With regard to the Warrant Committee’s opposition to the swap, one consideration that led to a lack of support for the land swap was a lack of confidence that all options other than a school at Gile Road had been explored. There was discussion as to whether existing schools could be expanded, as to whether modular classrooms could be employed, and as to whether there were other properties in town, such as on Randolph Avenue, that could be used for a school.

Another consideration was the concern that unresolved legal issues would delay the Art. 97 approval process to the point that the swap would be impractical in light of what has been described as a desperate need for school space to be provided as soon as possible – the EOEEA Land Disposition Policy requires several important showings (such as that all other options to avoid Art. 97 disposition have been explored and no feasible and substantially equivalent circumstances exist, that the swapped land be of equal or greater value to either fair market value or to the value in use of the proposed use, that certain boards vote unanimously to support it, and that the swap is not contrary to the express wishes of the persons who donated or sold the parcel). The Warrant Committee had concerns that some of the aforementioned criteria had not shown to be favorable towards approval. It is the Warrant Committee’s assessment that these issues will present significant hurdles at the EOEEA and State Legislature that will take time to resolve. There is concern that the swap may even require federal approval and the Warrant Committee believes that it is likely that abutters to the proposed school building site would challenge the swap in court causing even further delay.

Finally, the Warrant Committee was of the opinion that, as a starting proposition, conservation land in town simply needs to be preserved. The Warrant Committee did not feel that the need to build on the Lamb property presented the truly exceptional circumstances that could require deviation from that starting proposition. Further, the Warrant Committee is concerned about what is perceived as a lack of a comprehensive land management policy within the Town concerning the management and use of conservation land, land previously designated as Art. 97 land, trusts, public trusts, and land donated, offered, or granted to the Town. This concern was voiced in the Town's Master Plan itself, "The Town lacks a strategic plan for conservation of open space, either through acquisition or conservation easement." (Milton Master Plan, Vol. II, Natural, Open Space and Recreation Resources, pgs.16-17). The Warrant Committee discussed how lands that had been transferred and offered to the Town in some form or another, including the Hoosic Property on Central Ave, the Nathaniel Kidder Property on the Parkway, Algerine Corner, and Governor Stoughton's Poor Farm had been used for other purposes.

With regard to the Lamb property, the Warrant Committee concluded that the Lamb Sisters, through their deed and as reflected in the record of Town Meeting, clearly intended for the property to be held in conservation and it was clearly the intent of the Town to hold it so. On this issue, the Warrant Committee recommits itself to the pledge that the Town once made to protect, preserve, and enhance the Lamb property and that the Town should make all effort to preserve and honor the trust, intent, and promises made to those people who have donated or transferred land or property to the Town in one way or another.

ARTICLE 32 To see if the Town will vote to authorize the Select Board to acquire for school purposes, by purchase, taking by eminent domain or otherwise, all or a portion of parcels of land owned by the Town of Milton and located off Gile Road and Blue Hills Parkway, which parcels are shown on the Town of Milton Assessor's Maps as Map D, Block 65, Lots 6A and 6B; and to see what consideration the Town will vote for the purposes of this Article, whether by appropriation, transfer of land including approximately six (6) acres of land located on Randolph Avenue, approximately three (3) acres of land located on Herrick Drive, approximately one (1) acre of land located on School Street, approximately five (5) acres of land located at the corner of Highland Street and Canton Avenue, approximately forty-one (41) acres of land located around and inclusive of Pope's Pond, and possibly other land to be determined prior to Town Meeting, which are all held by the Town, as shown on plans, copies of which are on file at the office of the Director of Planning and Community Development, or otherwise; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that if the Town votes, pursuant to Article 31 of this Warrant, to petition the General Court to enact special legislation to remove a portion of parcels of land owned by the Town of Milton and located off Gile Road and Blue Hills Parkway from the restrictions of Article 97 of the Amendments to the Massachusetts Constitution, that the Town then vote, under Article 32, to authorize the Select Board to acquire for school purposes, by purchase, taking by eminent domain or otherwise, all or a portion of parcels of land owned by the Town of Milton and located off Gile Road and Blue Hills Parkway, which parcels are shown on the Town of Milton Assessor's Maps as Map D, Block 65. Lots 6A and 6B, as shown on plans, copies of which are on file at the office of the Director of Planning and Community Development; and in consideration therefor to transfer the following land to the Conservation Commission, which are also shown on plans, copies of which are on file at the office of the Director of Planning and Community Development:

1. **approximately six (6) acres of land located on Randolph Avenue, shown on the Town of Milton Assessor's Maps as Map I, Block 38D, Lot 10A;**
2. **approximately three (3) acres of land located on Herrick Drive, shown on the Town of Milton Assessor's Maps as Map E, Block 17, Lot 35 and Map E, Block 17, Lot 35;**
3. **approximately one (1) acre of land located on School Street, shown on the Town of Milton Assessor's Maps as Map E, Block 17, Lot 19;**
4. **approximately five (5) acres of land located at the corner of Highland Street and Canton Avenue, shown on the Town of Milton Assessor's Maps as Map K, Block 2, Lot 1A; and**
5. **approximately forty-one (41) acres of land located around and inclusive of Pope's Pond, shown on the Town of Milton Assessor's Maps as Map C, Block 34A, Lot 4.**

COMMENT: The Warrant Committee voted to recommend the taking of land for school purposes by eminent domain only in such case and conditioned upon Town Meeting first voting "yes" to approve Article 32 of the 2023 Annual Town Meeting Warrant which would authorize a land swap pursuant to Article 97 for purposes of building a school. The Warrant Committee recommends that Town Meeting vote "no" to Article 32, but in the case that the Town does vote "yes", the Warrant Committee would recommend that the Town be able to pursue a taking of the property by eminent domain. Recognizing that there could be legal challenges to the transfer of the property out of Article 97, the Warrant Committee was advised and did so agree that the ability to take the land by eminent domain would put the Town in the best possible legal position with regard to some of those challenges and that, if the Town voted "yes" on the land swap and that was, in fact, the will of Town Meeting, the Warrant Committee would want the Town to be in the best possible legal position going forward with the land swap.

ARTICLE 33 To see if the Town will vote to authorize the School Building Committee to employ an Owner's Project Manager, architects, engineers, or other professionals for the purposes of conducting feasibility studies and/or preparing detailed plans, specifications, working drawings, and other necessary documents for the construction and furnishing of a school building; to see what sum of money the Town will vote to appropriate for the purposes of this article; to determine how said appropriation shall be raised, whether by borrowing, transfer from available funds, or otherwise; and to act on anything relating thereto.

Submitted by the School Building Committee

RECOMMENDED that the Town vote to authorize the School Building Committee to employ an Owner's Project Manager, architects, engineers, or other professionals for the purposes of conducting feasibility studies and/or preparing detailed plans, specifications, working drawings, and other necessary documents for the construction and furnishing of a school building and appropriate \$275,000 from funds certified by the Department of Revenue as free cash for the purposes of this article.

COMMENT: The School Building Committee (SBC) has performed heroically in light of a miniscule budget (\$40,000). Whether a new school is built at Gile Road or not, the SBC has reached the limit of

what volunteers can accomplish and is in need of hiring professionals to perform various work associated with addressing the overcrowding in our public schools. The SBC has identified \$275,000 of requirements to include architects, engineers, traffic studies, geotechnical landscaping and other studies that will be necessary to assist the work of the SBC.

ARTICLE 34 To see what sum of money the Town will vote to appropriate for the support of the Blue Hills Regional Technical School for the twelve-month period beginning July 1, 2023 and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate the amounts shown in the following tabulation under the heading "Recomm. FY24":

	Actual	Approp.	Recomm.
	FY22	FY23	FY24
BLUE HILLS REG. TECH. SCHOOL			
Assessment	913,087	866,638	1,073,877
TOTAL	913,087	866,638	1,073,877

and that to meet said appropriation the sum of \$1,073,877 be raised from the tax levy.

COMMENT: The FY24 allocation of costs for Blue Hills Regional Technical School to the Town have increased due to enrollment. The Town's enrollment is 51 students for FY2024 compared to 41 students for FY2023.

ARTICLE 35 To see what sum of money the Town will vote to appropriate for the support of the Consolidated Facilities Department for the twelve-month period beginning July 1, 2023; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate the amounts shown in the following tabulation under the heading "Recomm. FY24":

CONSOLIDATED FACILITIES

	Actual	Approp.	Recomm.
	FY22	FY23	FY24
Salaries & Wages	860,330	867,904	884,852
General Expenses	188,822	164,682	183,510
Improvement Projects/Repairs	145,046	166,339	174,567
TOTAL CONSOLIDATED FACILITIES	1,194,198	1,198,925	1,242,929

and that to meet said appropriation the sum of \$1,242,929 be raised from the tax levy.

COMMENT: The Consolidated Facilities Department (CFD) oversees all of the day-to-day building maintenance, engineering and capital planning for both Town and School buildings. The CFD oversees 945,000 square feet of space covering 25 buildings. The department oversees the following buildings and structures under the agreement between the Select Board and the School Committee: Milton High School, Pierce Middle School, Tucker Elementary, Glover Elementary, Collicott and Cunningham Elementary, Brooks Field Concession Building and Storage Facility, Town Hall, the main Public Library, Milton Police Headquarters, three Fire Houses, Kidder Building, Milton Art Center, Council on Aging, the Animal Shelter, Milton Yacht Club, and eight Department of Public Works buildings. The department also provides routine safety checks of structures located on the Governor Stoughton Property.

Further, the department has 15 essential areas of responsibility: Facilities Engineering, Project Management, Capital Projects, Long Range Capital Planning, Preventative Maintenance, Routine Building Maintenance, Utility Consumption, State and Local Life Safety Inspections, Department of Environmental Protection Registrations, Energy Conservation, Building Security, Public Procurement, Custodial Care, and Landscaping and Snow/Ice Removal.

The requested aggregate budget for the Consolidated Facilities Department from FY23 to FY24 represents an increase of 3.6%. This increase represents the department's response to the Town's request for budgets at current levels in light of the economic uncertainty facing the Town adjusted to reflect inflation. The CFD will need its budget gradually increased in future years as the structural imbalance of revenue compared to necessary spending in the Town budget is addressed in order to mitigate the eventual consequences of deferred maintenance.

ARTICLE 36 To see what sum of money the Town will vote to appropriate for Interest and Maturing Debt for the twelve-month period beginning July 1, 2023, and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate the amount shown in the following tabulation under the heading "Recomm. FY24":

INTEREST AND MATURING DEBT	Actual	Approp.	Recomm.
	FY22	FY23	FY24
Interest	810,819	892,239	846,385
Maturing Debt	3,794,278	3,487,349	3,706,677
Fire Station Building Project	0	0	468,753
TOTAL INTEREST AND MATURING DEBT	4,605,097	4,379,588	5,021,815

and that to meet said appropriation the sum of \$250,000 be appropriated from funds released from the Overlay Reserve, \$4,762,513 be raised from the tax levy and \$9,302 be transferred from the Special Purpose Debt Stabilization Fund.

COMMENT: The FY24 recommendation above is based upon the calculations provided by the Town Treasurer's Office. The table above illustrates the total principal and interest payable for the Town's various bond issues and a provision for short term interest payable.

The debt service for the Fire Station Building Project relates to short-term borrowings for costs related to the new Milton Fire Station Headquarters. This will be paid utilizing debt exclusion funds as authorized under Chapter 43 of the Acts of 2017. The balance in the Special Purpose Debt Stabilization fund as of December 31, 2022 was \$959,833.

ARTICLE 37 To see if the Town will vote to rescind certain authorized, but unissued portions of the amounts authorized to be borrowed to pay costs of capital projects; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town vote to rescind the authorized, but unissued portions of the amounts authorized to be borrowed to pay costs of capital projects shown in the following tabulation:

Town Meeting Date	Article	Project Description	Total Amount Authorized	Amount to be Rescinded
5/2/16	19	Roadways – Ch 90	622,978	622,978
5/2/17	25	Roadways – Ch 90	623,233	623,233
5/7/18	18	Roadways – Ch 90	627,422	627,422
5/6/19	19	Roadways – Ch 90	755,342	755,342
5/4/21	18	Roadways – Ch 90	629,230	629,230
6/16/20	21	Sewer System Rehab	1,150,000	862,500
3/16/22	4	Randolph Ave Sewer Betterment	825,000	825,000

COMMENT: The borrowing authorizations approved in previous fiscal years that are listed in this article are no longer needed because total costs for the projects incurred were less than the amount authorized; therefore, the balance of the authorization may be rescinded as it is no longer needed. The Department of Revenue and the ratings agencies monitor the Town's level of authorized, but unissued debt and it is prudent to periodically rescind authorizations that are no longer needed.

The Chapter 90 Roadways program is a 100% reimbursement grant program through the State and the Sewer System Rehab project is 75% grant / 25% borrowing program through the Massachusetts Water Resource Authority (MWRA). These authorizations are made so that the Town may short-term borrow for the projects in the event the reimbursements are not received in a timely manner. Upon completion of the projects and receipt of the reimbursement, the debt authorization may be rescinded.

The Randolph Ave Sewer Betterment project authorization is no longer needed as the project scope was reduced.

ARTICLE 38 To see what sum of money the Town will vote to appropriate for the Stabilization Fund, Capital Stabilization Fund, and Road Stabilization Fund, in accordance with the provisions of Massachusetts General Laws, Chapter 40, Section 5B; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate the amount shown in the following tabulation under the heading “Recomm. FY24”:

STABILIZATION FUNDS	Actual	Approp.	Recomm.
	FY22	FY23	FY24
Stabilization Fund	0	1,050,000	500,000
Capital Stabilization Fund	0	0	0
Road Stabilization Fund	0	0	0
TOTAL STABILIZATION FUNDS	0	1,050,000	500,000

and that to meet said appropriation the sum of \$500,000 be appropriated from funds certified by the Department of Revenue as free cash.

COMMENT: The Warrant Committee remains committed to the important goal of growing the Town’s Stabilization Fund as a positive component of Milton’s credit and AAA bond rating, and to ensure the Town of Milton is prepared with funds for future contingencies. The Warrant Committee recommends \$500,000 be appropriated to the Stabilization Fund in FY24. The balance in the Stabilization Funds as of December 31, 2022 are as follows:

- *General Stabilization Fund: \$4,982,841*
- *Capital Stabilization Fund: \$1,091,939*
- *Road Stabilization Fund: \$209,453*

ARTICLE 39 To see what sum of money the Town will appropriate for the twelve-month period beginning July 1, 2023 for the Other Post-Employment Benefits Liability Trust Fund to reduce the unfunded actuarial liability of health care and other post-employment benefits; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town vote to appropriate the sum of \$100,000 to the Other Post-Employment Benefits Liability Trust Fund and that to meet said appropriation the sum of \$100,000 be appropriated from funds certified by the Department of Revenue as free cash.

COMMENT: The Town has an unfunded liability for Other Post-Employment Benefits, which are primarily health insurance benefits for retirees, of \$165,514,046 as of June 30, 2022. In January 2023, the Select Board adopted a new OPEB policy to begin addressing the unfunded liability. The Policy sets a goal of appropriating \$100,000 to the OPEB Trust over the next several years. Upon full-funding of the Town’s pension system, anticipated to take place in FY2026, the policy sets a goal of appropriating \$2.5 million annually to the OPEB Trust. The balance in the OPEB Trust as of December 31, 2022 is \$1,510,305.

ARTICLE 40 To see what sum of money the Town will vote to appropriate for the Reserve Fund for extraordinary or unforeseen expenditures for the twelve-month period beginning July 1, 2023; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town appropriate the sum of \$250,000 for the Reserve Fund for extraordinary or unforeseen expenditures for the twelve-month period beginning July 1, 2023; and that to meet said appropriation the sum of \$250,000 be appropriated from funds certified by the Department of Revenue as free cash.

COMMENT: This recommendation provides \$250,000 for extraordinary or unforeseen expenditures during Fiscal Year 2024. Transfers from the Reserve Fund are subject to the approval of the Warrant Committee.

ARTICLE 41 To see if the Town will vote, pursuant to Chapter 44, Section 53E1/2 of the Massachusetts General Laws, to establish a revolving fund in order to utilize trench excavation application fees, inspection fees, and paving fees paid to the Milton Department of Public Works for the purposes of administrative services related to issuing permits for work conducted in the public way, performing permanent pavement restoration to excavations made in the public way by permittees, and for inspecting that work to ensure compliance with Town standards; to authorize the Director of Public Works to expend money from such a revolving fund; to limit the total amount which may be expended annually from such a revolving fund beginning in the fiscal year July 1, 2023; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town vote pursuant to Chapter 44, Section 53E1/2 of the Massachusetts General Laws, to establish a revolving fund in order to utilize trench excavation application fees, inspection fees, and paving fees paid to the Milton Department of Public Works for the purposes of administrative services related to issuing permits for work conducted in the public way, performing permanent pavement restoration to excavations made in the public way by permittees, and for inspecting that work to ensure compliance with Town standards; to authorize the Director of Public Works to expend money from such a revolving fund; to limit to \$250,000 the total amount which may be expended annually from such a revolving fund beginning in the fiscal year July 1, 2023.

COMMENT: The Public Works Department is requesting to establish this new revolving fund to create a payment mechanism that allows the Town to collect fees and perform paving and related work to permanently restore roadways that are disturbed by private excavations. A new fee will be created that allows right-of-way excavation permit applicants to provide payment in lieu of performing permanent pavement restoration. The goal and purpose of this fund is to protect the Town's investment in its Public Ways and Infrastructure through ongoing maintenance and to ensure the Town is not adversely affected by increased costs of roadway maintenance due to utility cuts in pavement. The Town historically receives lower prices than private utility companies to perform paving work and can provide a more complete restoration in most cases.

ARTICLE 42 To see if the Town will vote to authorize the use of revolving funds previously established pursuant to votes of Town Meeting, and to determine: 1) the programs and purposes for which each such

revolving fund may be expended; 2) the departmental receipts which shall be credited to each such revolving fund; 3) the board, department or officer authorized to expend money from each such revolving fund; and 4) a limit on the total amount which may be expended from each such revolving fund in the fiscal year which begins on July 1, 2023; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town vote to authorize the use of revolving funds previously established pursuant to votes of Town Meeting, and to determine: 1) the programs and purposes for which each such revolving fund may be expended; 2) the departmental receipts which shall be credited to each such revolving fund; 3) the board, department or officer authorized to expend money from each such revolving fund; and 4) a limit on the total amount which may be expended from each such revolving fund in the fiscal year which begins on July 1, 2023, in accordance with the tabulation below:

Annual Town Meeting	Department	Purpose	Revenue Source	Limit
March 1994 Article 37	Board of Park Commissioners	Maintenance and repair of Town parks and recreational facilities	Fees received from the use of Town parks and recreational facilities	\$100,000
May 1996 Article 31	Board of Library Trustees	Purchasing new books and other related materials	Fines for overdue materials and from charges for lost or damaged materials, printer use fees and receipts from the sale of trash stickers	\$65,000
May 2001 Article 29	Select Board	Operation, repair, rental and maintenance of the Senior Center	Fees received from rental of the facilities at the Senior Center	\$1,000
May 2004 Article 28	Board of Health	Operation of health programs and for the purchase of additional vaccine for Town of Milton residents	Fees and charges received from the operation of influenza and pneumonia clinics, a year-round immunization program, other health programs	\$30,000
May 2008 Article 30	Board of Library Trustees	Operation, repair, rental and	Fees and charges received from rental of library facilities	\$25,000

		maintenance of the library facilities		
May 2009 Article 40	Cemetery Department	Purchasing, storing and installing grave liners and other related materials and equipment	Fees for providing and installing grave liners	\$60,000
May 2011 Article 32	Conservation Commission	Purchasing and installation of trees, shrubs and plants, cleaning of waterways and removal of invasive species and improving drainage	Fees charged for fines imposed for the violation of the Wetlands Protection Act and the Town of Milton Wetlands Bylaw	\$15,000
January 2012 STM Article 5	Select Board	Building maintenance, repair and improvement	Revenue collected from rent or fees for occupancy or use of the former East Milton Library	\$25,000
May 2017 ATM Article 45	Consolidated Facilities	Energy conservation improvements at any Town building	Revenue received from the sale of energy credits related to the operation of solar panels on the roof of the Town Office Building	\$10,000
October 2018 STM Article 6	Planning Board and Select Board	Traffic Safety and Infrastructure	Money received by the Board of Appeals or Planning Board from applicants for developments which may impact traffic on roads in Milton	\$50,000
May 2022 ATM Article 31	Cemetery	Maintenance and repairs to 211 Centre Street	Money received from rent and occupancy of 211 Centre Street	\$40,000

COMMENT: Revolving Funds may be created by a vote of Town Meeting. This article reauthorizes the Revolving Funds previously approved by Town Meeting and sets annual withdrawal limits for each Revolving Fund; no withdrawal limit changes are recommended from last year's Warrant.

ARTICLE 43 To see if the Town will vote to accept the provisions of Chapter 44, § 53F½ of the Massachusetts General Laws establishing the PEG Access Fund as an enterprise fund effective fiscal year 2024; and, further, to see if the Town will vote to transfer to said Enterprise Fund the balance as of June 30, 2023, in the PEG Access and Cable Related Fund; and further, to see if the Town will vote to revoke its acceptance of M.G.L. Chapter 44, § 53F3/4; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town vote to accept the provisions of M.G.L. Chapter 44, § 53F½ of the Massachusetts General Laws establishing the PEG Access Fund as an enterprise fund effective fiscal year 2024; and vote to transfer to said Enterprise Fund the balance as of June 30, 2023 in the PEG Access and Cable Related Fund; and, further, vote to revoke its acceptance of M.G.L. Chapter 44, § 53F3/4.

COMMENT: There are several mechanisms under the laws governing municipal finance that the Town may use to account for receipts from cable companies for Public, Educational, and Governmental Access Cable fees. This Warrant Article would change the mechanism the Town uses from a special revenue fund under M.G.L. Chapter 44 § 53F3/4 to an Enterprise Fund under M.G.L. Chapter 44, § 53F½. The change would allow the Town to appropriate revenues received as well as revenues anticipated in the forthcoming fiscal year. Currently, the Town may only appropriate the funds available on the date of the vote. This change would have no impact on how the PEG Access fees are spent, but it is an alternative municipal financing mechanism authorized by state law and the Department of Revenue. Annual appropriations will continue to require Town Meeting approval.

ARTICLE 44 To see what sum of money the Town will vote to appropriate from the PEG Access Enterprise Fund, for Fiscal Year 2024 cable-related purposes, consistent with the Town's franchise agreements with Comcast of Milton, Inc. and RCN Telecom Services of Massachusetts, LC, including but not limited to: (i) support of public, educational or governmental access cable television services; (ii) monitor compliance of the cable operator with the franchise agreement or (iii) prepare for renewal of the franchise license; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town vote to appropriate \$500,000 from the PEG Access Enterprise Fund for Fiscal Year 2024 cable-related purposes, consistent with the Town's franchise agreements with Comcast of Milton, Inc. and RCN Telecom Services of Massachusetts, LC, including but not limited to: (i) support of public, educational or governmental access cable television services; (ii) monitor compliance of the cable operator with the franchise agreement or (iii) prepare for renewal of the franchise license.

COMMENT: The annual appropriation recommended in this article is an estimate of the annual fees the Town will owe for FY24 to MPEG Access, Inc., in accordance with the current PEG access agreement between the Town and MPEG Access, Inc.

ARTICLE 45 To see if the Town will vote to authorize the Select Board, during Fiscal Year 2024, to accept on behalf of the Town any and all easements for any of the following purposes: roads, sidewalks, vehicular and/or pedestrian access or passage, drainage and utilities; and to abandon or relocate easements acquired for any of the foregoing purposes; provided, however, that such authorization shall

pertain only to easements accepted, abandoned or relocated at no cost to the Town; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town vote to authorize the Select Board, during Fiscal Year 2024, to accept on behalf of the Town any and all easements for any of the following purposes: roads, sidewalks, vehicular and/or pedestrian access or passage, drainage and utilities; and to abandon or relocate easements acquired for any of the foregoing purposes; provided, however, that such authorization shall pertain only to easements accepted, abandoned or relocated at no cost to the Town.

COMMENT: The Warrant Committee voted unanimously to recommend the Select Board be able to accept all easements on behalf of the Town during the Fiscal Year.

ARTICLE 46 To see if the Town will vote to accept the provisions of M.G.L. Chapter 200A Section 9A; and to act on anything relating thereto.

Submitted by the Select Board

RECOMMENDED that the Town vote to accept the provisions of M.G.L. Chapter 200A Section 9A.

COMMENT: This section of Massachusetts General Laws provides a process for the Town to notify vendors and individuals regarding uncashed payments from the Town, often referred to as unclaimed property or "tailings". The Treasurer must post a notice of names of individuals with uncashed checks, including advertising in the newspaper for uncashed checks over \$100. If attempts to notify the vendor or individual are unsuccessful, the unclaimed funds will be returned to the General Fund of the Town. Presently, this is the process used by the Town for unclaimed property/tailings, but research determined that the Town had not formally accepted this statute.

TABLE 1
Town of Milton
Full Time And Part Time Positions

	FY2020*		FY2021*		FY2022*		FY2023*		FY2024*	
	<u>FT</u>	<u>PT</u>	<u>FT</u>	<u>PT</u>	<u>FT</u>	<u>PT</u>	<u>FT</u>	<u>PT</u>	<u>FT</u>	<u>PT</u>
Retirement	1	0	1	0	1	0	1	1	1	1
Animal Control	1	0	1	0	1	0	1	0	1	0
Assessors	3	0	3	0	3	0	3	0	3	0
Board of Appeals	0	0	0	0	0	0	0	0	0	0
Cemetery	9	1	9	1	9	1	9	1	9	1
Accounting	4	0	4	0	4	1	4	1	5	0
Consolidated Facilities	12	0	12	0	11	0	11	0	11	0
Council on Aging	4	1	3	1	4	1	4	1	4	2
Fire	58	0	58	0	59	0	59	0	59	0
Health	2	4	2	4	3	4	3	4	3	4
Information Technology	2	0	2	0	2	0	2	0	2	0
Inspectional Services	5	3	5	3	5	4	5	6	5	6
Library	13	8	13	8	13	8	13	8	13	8
Parks & Recreation	7	1	7	2	7	2	7	2	8	1
Personnel	0	1	0	1	0	1	0	1	0	0
Planning	0	1	0	1	0	1	0	1	0	1
Police	62	22	62	23	70	17	70	17	70	17
Public Works	40	1	40	1	40	1	40	1	40	1
Select Board	5	2	5	3	5	1	4	1	5	1
Town Administrator	1	0	1	0	1	0	1	0	1	0
Town Clerk	4	0	5	0	4	0	4	0	4	0
Treasurer/Collector	4	1	4	1	4	1	4	1	3	1
Veterans' Agent	0	1	0	1	0	1	0	1	0	1
Total:	<u>237</u>	<u>47</u>	<u>237</u>	<u>50</u>	<u>246</u>	<u>44</u>	<u>245</u>	<u>47</u>	<u>247</u>	<u>45</u>
Grand Total:	<u>284</u>		<u>287</u>		<u>290</u>		<u>292</u>		<u>292</u>	

*Not all positions listed were funded.

TABLE 2
Milton Public Schools
Professional Personnel Report
by FTE

Source	Category	2018-2019	2019-2020	2020-2021*	2021-2022	2022-2023
EPIMS Oct 1	Administrators	26.90	28.70	26.80	30.20	31.20
EPIMS Oct 1	Instructional Staff	311.02	313.35	336.02	321.20	334.54
EPIMS Oct 1	Instructional Support Staff	18.55	18.10	17.50	16.30	20.10
EPIMS Oct 1	Instructional Support -- Special Education Staff	11.60	11.80	10.60	12.00	11.00
EPIMS Oct 1	Paraprofessional Staff	86.30	84.90	86.20	86.20	99.80
EPIMS Oct 1	Special Education Related Staff	11.80	12.20	11.20	12.60	12.70
EPIMS Oct 1	Medical/Health Services	6.10	6.00	6.00	5.00	6.40
EPIMS Oct 1	Office/Clerical/Administrative Support	15.40	18.40	19.20	19.20	19.20
Payroll	Unit C Lunch/Recess Aides	6.75	6.38	6.38	6.38	8.00
Payroll	Facilities	26.00	26.00	26.00	26.00	26.50
Payroll	Cafeteria	24.05	23.07	23.00	23.00	25.00
	Total	544.47	548.90	568.90	558.08	594.44

This table format was introduced in the Spring 2011 ATM Warrant and uses the EPIMS (Education Personnel Information Management System) data that the Department of Elementary and Secondary Education requires every school system to provide semiannually. The October 1 filings are for the then-current academic year. All numbers are full-time equivalent positions.

* The 2020-2021 School year figures include additional temporary staff required to implement the hybrid learning model due to the COVID-19 pandemic social distancing and safety measures.

TABLE 3
RESERVE FUND TRANSFERS
FOR THE YEAR ENDED JUNE 30, 2022

DATE	DEPARTMENT	DESCRIPTION	AMOUNT TRANSFERRED	BALANCE
5/3/2021	Article 32	APPRROPRIATED MAY 2021 ANNUAL TOWN MEETING	\$ 250,000	
		Total Appropriated	\$ 250,000	\$ 250,000
7/1/2021	Select Board	Take Rate Survey	\$ 30,000	
6/30/2022	Select Board	Equity & Social Justice	\$ 36,141	
6/30/2022	Select Board	Professional Services	\$ 5,500	
6/30/2022	Warrant Committee	Clerk Salary	\$ 3,085	
6/30/2022	Legal	Professional Services	\$ 38,307	
6/30/2022	Inspectional Services	Overtime	\$ 2,339	
6/30/2022	Public Works	Snow & Ice	\$ 134,628	
		Total Transferred Out	\$ 250,000	
		Available Balance		\$ -

TABLE 4
COMPARATIVE TAX RATE
AND TAX LEVY FOR TEN YEARS

Fiscal Year	Total Amount to be raised	Actual Tax Levy	Tax Rate	
2013	\$93,844,387	\$64,964,377	14.70 22.54	Residential Commercial
2014	\$98,420,472	\$67,156,777	14.99 22.97	Residential Commercial
2015	\$99,939,078	\$68,134,681	13.94 22.40	Residential Commercial
2016	\$104,553,160	\$71,171,510	13.50 21.70	Residential Commercial
2017	\$108,814,806	\$73,993,206	13.56 21.51	Residential Commercial
2018	\$115,995,813	\$79,551,918	13.81 21.90	Residential Commercial
2019	\$120,447,482	\$82,348,069	13.18 20.20	Residential Commercial
2020	\$127,166,123	\$85,137,614	13.12 20.10	Residential Commercial
2021	\$129,318,455	\$88,217,613	13.13 20.41	Residential Commercial
2022	\$133,365,215	\$91,282,668	12.47 19.12	Residential Commercial
2023	\$141,625,874	\$94,712,824	11.4 18.22	Residential Commercial

Table 5
Interest and Maturing Debt - Fiscal Year 2024
July 1, 2023 - June 30, 2024

	Rate	Outstanding	Principal	Interest	Total
2005 School Bldg Project (\$10,000,000) - exempt*	2.00%	\$ 410,000	\$ 425,000	\$ 16,700	\$ 441,700
2007 Multi-Purpose (\$2,028,000) - non-exempt**	1.69%	\$ 270,000	\$ 70,000	\$ 7,500	\$ 77,500
2007 MSBA Low Interest Loan (\$6,787,577) - exempt	2.00%	\$ 1,357,515	\$ 339,379	\$ 33,938	\$ 373,317
2009 Multi-Purpose (\$11,879,455) - exempt***	3.96%	\$ 2,330,000	\$ 600,000	\$ 64,712	\$ 664,712
2009 Multi-Purpose (\$540,000) - non-exempt***	3.96%	\$ 105,000	\$ 25,000	\$ 4,000	\$ 29,000
2012 Multi-Purpose Series A (\$4,066,566) - non-exempt	2.23%	\$ 1,540,000	\$ 195,000	\$ 43,423	\$ 238,423
2012 Medical Expenses Series B (\$1,936,100) - non-exempt	3.21%	\$ 650,000	\$ 110,000	\$ 24,420	\$ 134,420
2013 Multi-Purpose (\$5,075,000) - exempt****	2.06%	\$ 753,000	\$ 390,000	\$ -	\$ 390,000
2013 Multi-Purpose (\$701,000) - non-exempt	2.06%	\$ 49,000	\$ 27,000	\$ 60,948	\$ 87,948
2014 Multi-Purpose (\$4,403,182) - non-exempt	2.14%	\$ 917,000	\$ 256,000	\$ 34,848	\$ 290,848
2016 Multi-Purpose (\$1,240,349) - non-exempt	1.69%	\$ 645,000	\$ 100,000	\$ 16,100	\$ 116,100
2018 Multi-Purpose (\$7,654,858) - non-exempt	2.61%	\$ 3,919,000	\$ 497,000	\$ 182,289	\$ 679,289
2021 Multi-Purpose (\$3,702,572) - non-exempt	2.06%	\$ 2,872,278	\$ 273,998	\$ 82,479	\$ 356,477
2022 Multi-Purpose (\$890,000) - fire station land	2.71%	\$ 890,000	\$ 26,500	\$ 33,960	\$ 60,460
2022 Multi-Purpose (\$4,681,800) - non-exempt	2.71%	\$ 4,681,800	\$ 371,800	\$ 216,069	\$ 587,869
2/16/2023 BAN Fire Station (interest & principal payoff) - exempt	4.50%	\$ 12,487,000	\$ 60,943	\$ 302,810	\$ 363,753
8/30/2022 BAN Fire Station Construction (interest)-exempt	3.50%	\$ 3,000,000	\$ -	\$ 105,000	\$ 105,000
Estimated Short-Term Interest			\$ 25,000	\$ 25,000	\$ 25,000
		\$ 36,876,593	\$ 3,767,620	\$ 1,254,195	\$ 5,021,815

* issue was refunded on 1/26/15

** issue was refunded on 8/10/16

*** issue was refunded on 3/30/17

**** \$58,803.08 DE-1 Credit of total limited tax moved to non-exempt. Took \$32,340 from 2013 exempt debt and the remainder (\$26,463.08) from 2009 exempt debt interest

TABLE 6
ENCUMBERED FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

GENERAL GOVERNMENT:	<u>AMOUNT</u>
Select Board	\$ 34,500
Information Technology	\$ 7,114
Town Clerk	\$ 997
Planning	\$ 2,520
Consolidated Facilities	\$ 5,921
Leash Law	\$ 84
Fire	\$ 28,841
Schools	\$ 29,546
Public Works	\$ 22,142
Health	\$ 2,665
TOTAL GENERAL GOVERNMENT	\$ 134,330
 SEWER ENTERPRISE FUND	 \$ 77,368
WATER ENTERPRISE FUND	\$ 317,568
STORMWATER ENTERPRISE FUND	\$ 35,000
 TOTAL ENCUMBERED FUNDS	 <u>\$ 564,266</u>

TABLE 7
GENERAL FUND SOLID WASTE OPERATIONS
FOR THE FISCAL YEARS 2022 -2024

	<u>ACTUAL</u> <u>FY 2022</u>	<u>APPROPRIATED</u> <u>FY 2023</u>	<u>RECOMM.</u> <u>FY 2024</u>	<u>ARTICLE</u> <u>REFERENCE</u> <u>FY 2024</u>
REVENUE:				
Trash Sticker User Fee Revenue	\$ 1,266,075	\$ 1,190,000	\$ 1,250,000	
Tax Levy Support	\$ 1,404,898	\$ 1,695,723	\$ 1,778,276	
Total Revenue & Surplus	\$ 2,670,973	\$ 2,885,723	\$ 3,028,276	
COSTS:				
Solid Waste Direct Costs				
Trash				
Solid Waste Operations	\$ 89,891	\$ 141,583	\$ 141,661	18
Collection of Refuse	\$ 772,526	\$ 781,476	\$ 797,106	18
Refuse Disposal	\$ 678,104	\$ 675,000	\$ 750,000	18
Landfill Monitoring	\$ 11,805	\$ 19,000	\$ 19,000	18
Subtotal Trash Cost	\$ 1,552,326	\$ 1,617,059	\$ 1,707,767	
Recycling				
Collection/Processing of Curbside Recycling	\$ 1,118,647	\$ 1,268,664	\$ 1,320,509	18
Subtotal Recycling Cost	\$ 1,118,647	\$ 1,268,664	\$ 1,320,509	
Total Solid Waste Operation Costs	\$ 2,670,973	\$ 2,885,723	\$ 3,028,276	

Table 8
School Department Budget

PROGRAM AREA	FY 20 Actual	FY 21 Actual	FY 22 Actual	FY 23 Budget	FY 24 Requested	\$ Change FY 23 to FY 24	% Change FY 23 to FY 24
Policy and Administration							
Salaries	\$1,229,530	\$1,347,866	\$1,338,258	\$1,406,761	\$1,461,213	\$54,452	3.87%
Expenses	\$322,657	\$446,527	\$284,327	\$296,490	\$311,930	\$15,440	5.21%
Total	\$1,552,187	\$1,794,393	\$1,622,585	\$1,703,251	\$1,773,143	\$69,892	4.10%
Instructional Leadership							
Salaries	\$3,570,701	\$3,762,307	\$3,884,035	\$4,092,981	\$4,404,509	\$311,528	7.61%
Expenses	\$142,818	\$136,638	\$143,121	\$151,500	\$159,000	\$7,500	4.95%
Total	\$3,713,519	\$3,898,945	\$4,027,156	\$4,244,481	\$4,563,509	\$319,028	7.52%
Instruction							
Salaries	\$22,653,408	\$23,723,575	\$24,297,466	\$25,368,787	\$27,104,788	\$1,736,001	6.84%
Expenses	\$870,975	\$620,555	\$521,821	\$860,332	\$929,790	\$69,458	8.07%
Non-recurring Expenses(2)	\$0	\$0	\$0	\$589,808	\$0	(\$589,808)	-100.00%
Total	\$23,524,383	\$24,344,130	\$24,819,287	\$26,818,927	\$28,034,578	\$1,215,651	4.53%
Instructional Services							
Salaries	\$3,771,124	\$3,719,496	\$3,823,739	\$4,020,840	\$4,437,439	\$416,599	10.36%
Expenses	\$760,160	\$666,497	\$1,044,287	\$823,022	\$863,300	\$40,278	4.89%
Total	\$4,531,284	\$4,385,993	\$4,868,026	\$4,843,862	\$5,300,739	\$456,877	9.43%
SPED							
Salaries	\$8,551,891	\$8,966,515	\$9,518,348	\$10,458,775	\$11,722,221	\$1,263,446	12.08%
Expenses	\$5,209,530	\$5,216,396	\$5,264,006	\$5,862,700	\$6,116,300	\$253,600	4.33%
Total	\$13,761,421	\$14,182,911	\$14,782,354	\$16,321,475	\$17,838,521	\$1,517,046	9.29%

Technology									
Salaries									
Expenses (1)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$454,814	\$492,747	\$405,819	\$413,523	\$425,930	\$12,407			3.00%
Total	\$454,814	\$492,747	\$405,819	\$413,523	\$425,930	\$12,407			3.00%
Facilities									
Salaries									
Expenses	\$1,858,109	\$2,059,753	\$2,129,329	\$2,145,129	\$2,307,742	\$162,613			7.58%
	\$1,632,558	\$1,785,722	\$2,166,541	\$1,874,775	\$2,240,650	\$365,875			19.52%
Total	\$3,490,667	\$3,845,475	\$4,295,870	\$4,019,904	\$4,548,392	\$528,488			13.15%
Salaries									
Expenses	\$41,634,763	\$43,579,512	\$44,991,175	\$47,493,273	\$51,437,912	\$3,944,639			8.31%
	\$8,522,537	\$8,744,527	\$9,829,922	\$10,282,342	\$11,046,900	\$764,558			7.44%
Non-recurring Expenses(2)	\$0	\$0	\$0	\$589,808	\$0	(\$589,808)			-100.00%
Total	\$50,157,300	\$52,324,039	\$54,821,097	\$58,365,423	\$62,484,812	\$4,119,389			7.06%

(1) In FY 19, DESE changed its accounting requirements, moving much of what was Technology spending into either Instruction, Instructional Leadership, or Facilities, depending on whether the spending was for direct instruction, building administrative support, or network maintenance.
Only district-wide administrative costs remain in the Technology budget section.

(2) Non-recurring expenses relate to the purchase of new math and social studies curriculum.

TABLE 9
COMPARISON OF
REQUESTED AND RECOMMENDED EXPENDITURES

Article No.		FY 2024 Requested	FY 2024 Recomm.	\$ Difference
4	CAPITAL NON BONDED	1,201,850	1,201,850	0
5	AUDIT	72,550	72,550	0
6	COLLECTIVE BARGAINING WAGE SET ASIDE	1,300,000	1,300,000	0
7	EMPLOYEE BENEFITS			
	Contributory Retirement	8,351,397	8,351,397	0
	Group Health Insurance	14,225,000	14,029,500	(195,500)
	TOTAL EMPLOYEE BENEFITS	22,576,397	22,380,897	(195,500)
8	UNEMPLOYMENT	80,000	80,000	0
9	CHAPTER 13 WAGE SET ASIDE	95,000	95,000	0
10	PUBLIC SAFETY			
	Fire	6,593,499	6,260,519	(332,980)
	Inspectional Services	613,057	613,057	0
	MEMA	10,935	10,935	0
	Police	8,382,606	8,214,818	(167,788)
	TOTAL PUBLIC SAFETY	15,600,097	15,099,329	(500,768)
11	GENERAL GOVERNMENT			
	Select Board			
	Accounting	447,285	447,285	0
	General Insurance	1,300,000	1,300,000	0
	Law	352,500	352,500	0
	Information Technology	753,300	674,800	(78,500)
	Annual Reports/Bylaws	20,500	20,500	0
	Select Board	893,171	808,171	(85,000)
	Veterans' Benefits	126,092	126,092	0
	subtotal	3,892,848	3,729,348	(163,500)
	Other General Government			
	Board of Assessors	305,507	305,507	0
	Town Clerk	352,765	352,765	0
	Elections & Registration	191,582	191,582	0
	Treasurer /Collector	379,876	379,876	0
	subtotal	1,229,729	1,229,729	0
	TOTAL GENERAL GOVERNMENT	5,122,577	4,959,077	(163,500)
14	BYLAW REVIEW COMMITTEE	5,730	5,730	0
15	BOARDS & COMMITTEES			
	Conservation Commission	2,500	2,500	0
	Council on Aging	344,356	344,356	0
	Historical Commission	2,240	2,240	0
	Personnel Board	0	0	0
	Planning Board	131,423	91,423	(40,000)
	Master Plan Implementation Committee	30,000	30,000	0

	Warrant Committee	16,292	16,292	0
	TOTAL BOARDS AND COMMITTEES	526,811	486,811	(40,000)
18	PUBLIC WORKS			
	Public Works General	2,302,098	1,922,098	(380,000)
	Vehicle Maintenance	780,619	705,619	(75,000)
	Solid Waste	3,028,276	3,028,276	0
	TOTAL PUBLIC WORKS	6,110,993	5,655,993	(455,000)
	ENTERPRISE FUNDS			
19	Water Enterprise Fund	6,950,399	6,950,399	0
20	Sewer Enterprise Fund	8,461,415	8,461,415	0
21	Stormwater Enterprise Fund	1,034,478	1,034,478	0
	TOTAL ENTERPRISE FUNDS	16,446,292	16,446,292	0
22	CHAPTER 90	626,278	626,278	0
23	WATER SYSTEM IMPROVEMENTS	596,700	596,700	0
24	STORMWATER SYSTEM IMPROVEMENTS	350,000	350,000	0
25	BOARD OF HEALTH	489,064	489,064	0
26	LIBRARY	1,833,210	1,771,285	(61,925)
28	CEMETERY	898,070	891,070	(7,000)
29	PARKS & RECREATION	670,805	665,805	(5,000)
30	SCHOOL DEPARTMENT	62,484,812	61,574,062	(910,750)
33	SCHOOL BUILDING COMMITTEE	275,000	275,000	0
34	BLUE HILLS REGIONAL TECHNICAL SCHOOL	1,073,877	1,073,877	0
35	CONSOLIDATED FACILITIES	1,262,929	1,242,929	(20,000)
36	INTEREST & MATURING DEBT	5,021,815	5,021,815	0
38	GENERAL STABILIZATION FUND	500,000	500,000	0
38	CAPITAL STABILIZATION FUND	0	0	0
38	ROADWAY STABILIZATION FUND	0	0	0
39	OPEB LIABILITY TRUST FUND	100,000	100,000	0
40	RESERVE FUND	250,000	250,000	0
44	PEG ACCESS AND CABLE RELATED FUND	500,000	500,000	0
	GRAND TOTALS	146,070,857	143,711,414	(2,359,443)

Town of Milton
525 Canton Ave
Milton, MA 02186

Town Meeting will be held on
Monday, May 1st
Beginning at 7:30 p.m.

The Milton High School auditorium
is reserved for additional Town Meeting
sessions at 7:30 p.m on May 2, May 4, May 8,
May 9, and May 11.

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**McGREGOR
LEGERE & STEVENS**

ATTORNEYS AT LAW, P.C.

15 COURT SQUARE – SUITE 660
BOSTON, MASSACHUSETTS 02108
(617) 338-6464
FAX (617) 338-0737

LUKE H. LEGERE, ESQ.
E-mail: lleger@mcgregorlaw.com
(617) 338-6464 ext. 126

VIA E-MAIL

March 27, 2023

Arthur J. Doyle, Chair
Select Board
Town of Milton
525 Canton Avenue
Milton, MA 02186

RE: Conservation Land at Blue Hills Parkway and Gile Road

Dear Chairman Doyle and Members of the Select Board:

As you know, this firm represents H.O.M.E., Inc. (“HOME”) with respect to the Town of Milton’s (the “Town”) proposal to develop a new school building and appurtenances (the “Project”) on approximately 7.5 acres of Town-owned conservation land located between Blue Hills Parkway and Gile Road (the “Property”). The Town acquired the Property from Aimee and Rosamond Lamb (the “Lambs”) in 1978, and it is presently under the care, custody and control of the Milton Conservation Commission.

For the reasons set forth below, it remains our opinion that the Town holds the Property in a public trust for conservation purposes in perpetuity, and thus may not change the use of the Property (to construct a school or otherwise), pursuant to the express and implied intent of the Lambs in conveying the Property to the Town, and the Town’s actions in accepting the Property.

It is our further opinion that the Town’s proposed use of its eminent domain authority to “take” the Property from itself: (1) is proscribed by G.L. c. 40, § 14; and (2) would be a bad-faith abuse of that power made for the purpose of evading the Town’s commitments to the Lambs and resulting obligations to its residents under the Public Trust Doctrine.

BACKGROUND

We incorporate herein the facts set forth in our August 22, 2022 letter to the Select Board, which is attached for your convenience. We understand the further relevant facts to be as follows.

In a January 5, 2023 e-mail to the Select Board, Town Counsel offered a reaction to our August 22, 2022 letter following an “extensive review of documents provided by the Town relating to its acquisition of the [P]roperty and analysis of relevant case law”. Specifically,

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Town Counsel acknowledged that “it appears that several courts have determined that public trusts exist in circumstances that share some similarities with the manner in which the Town acquired” the Property. Town Counsel went on to advise the Select Board that “[n]otwithstanding the claims set forth in the [August 22, 2022] Memorandum, it is our opinion that the Town may take a portion of the [Property] by eminent domain.”

Following receipt of this advice, the Select Board has presented two Articles relating to the Property and the Project for inclusion in the Warrant for the May 5, 2023 Milton Town Meeting. The first proposes a “land swap”, apparently intended to comply with Article 97 of the Amendments to the Massachusetts Constitution (“Article 97”), the Public Lands Preservation Act and the Executive Office of Energy and Environmental Affairs’ (“EEA”) Article 97 Land Disposition Policy (“Land Disposition Policy”).¹ The second Article seeks authorization for the Select Board to exercise the Town’s eminent domain power to “take” the Property from itself for the purpose of proceeding with its plan to develop the Project on the Property.

During the March 8, 2023 Warrant Committee meeting, Town Officials and Board members explained the rationale behind the proposed use of eminent domain to “take” from itself land which the Town already owns. The explanation given was that the Town could use the Property to build the Project if it takes the land by eminent domain “rather than have a discussion in front of a judge and have this decided in a lawsuit, the answer would be to take the land by eminent domain.” In other words, if the Public Trust Doctrine issue went before a Court:

[a] judge would decide whether [the Town] would be able to use this Property for school purposes in the first instance. If we take it by eminent domain, the Town decides. We decide. And what we’re doing by eminent domain is – this is a little bit nuanced – but the Town owns the Property, right – Conservation Commission controls the Property, the Town owns the Property – so the Town would be taking the Property from the Town for the purposes of using it as a school. And that’s it. And that’s a response to the claim that there is somehow this public trust that was created

When asked, those individuals were unable to provide an example of the Town of Milton, or any other municipality, exercising its eminent domain authority to “take” from itself land that it already owns, and holds for conservation purposes, so that it may be put to another use.

We have seen no evidence that the Town ever contemplated acquiring the Property by eminent domain prior to January 2023. To the contrary, just last year the Town unsuccessfully

¹ HOME is pleased that the Town seems to acknowledge that the Property is protected under Article 97, so the Town cannot transfer or change the use of the Property without first obtaining legislative approval and satisfying EEA’s Land Disposition Policy. However, it is not clear that the proposed replacement land would offer “significantly greater resource value” than the Property, which consists primarily of mature forest, has very high natural resource value, offers substantial watershed protection, provides important wildlife habitat and has high carbon storage value – none of which is easily replaced. Indeed, HOME questions whether at least some of the proposed replacement land is presently held by the Town for conservation purposes and thus already protected by Article 97. Furthermore, conversion of Article 97 land would require review under the Massachusetts Environmental Policy Act. 301 CMR 11.03(1)(b)(3); to our knowledge, the Town has not begun that process.



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sought Town Meeting approval to transfer the care, custody and control of the Property from the Milton Conservation Commission to the Select Board, for the purpose of developing the Project.²

THE TOWN'S EMINENT DOMAIN AUTHORITY IS NOT WITHOUT LIMITS

The power of eminent domain is typically considered in the context of a governmental authority “taking” private land for public use. The Massachusetts Legislature has conferred upon municipalities the power of eminent domain by statute, which provides in relevant part that:

the selectmen of a town may purchase, or take by eminent domain under chapter seventy-nine, any land, easement or right therein within the city or town not already appropriated to public use, for any municipal purpose for which the purchase or taking of land, easement or right therein is not otherwise authorized or directed by statute; but no land, easement or right therein shall be taken or purchased under this section unless the taking or purchase thereof has previously been authorized by the city council or by vote of the town, nor until an appropriation of money, to be raised by loan or otherwise, has been made for the purpose by a two thirds vote of the city council or by a two thirds vote of the town

G.L. c. 40, § 14 (emphasis added).

As this language makes clear, the state Legislature has codified the fundamental precept that the eminent domain power may be exercised to take private land for a public purpose, by specifying that the Select Board may, with approval of Town Meeting, take by eminent domain land “not already appropriated to public use.” *Id.*

This is in line with the well-established legal principle known as the prior public use doctrine. The state Supreme Judicial Court (“SJC”) has recognized that:

[a]lthough the prior public use doctrine undoubtedly protects public land, it developed in our common law as a means to resolve conflicts over the use of public lands between State-chartered corporations, municipalities, or other governmental agencies that might claim authority to use another government entity’s land, or to take the land by eminent domain, in a potentially never-ending cycle of takings.

Town of Sudbury v. Massachusetts Bay Transportation Authority, 485 Mass. 774, 787 (2020) (emphasis added).³

² The June 2022 Milton Town Meeting tabled Warrant Article 34, which sought approval to transfer the Property “to the Select Board to be used for general municipal purposes, including without limitation, school purposes”

³ The SJC further stated that “[t]he prior public use doctrine has been applied particularly stringently to protect public lands acquired as ‘parkland.’ ‘The policy of the Commonwealth has been to add to the common law inviolability of parks express prohibition against encroachment.’ We noted in *Mahajan v. Department of Env’tl. Protection*, 464 Mass. 604, 616 (2013), that the ‘spirit’ of art. 97 of the Amendments to the Massachusetts Constitution derived from the public use doctrine, and that the protections of inconsistent subsequent use in that doctrine in large part were intended to ensure that public parkland remain parkland.” *Town of Sudbury*, 485 Mass. at 787, n. 12 (quoting *Higginson v. Treasurer & Sch. House Comm’rs of Boston*, 212 Mass. 583, 591-592 (1912); citing



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There are further limits upon the power of eminent domain. The SJC has held that “a municipal land taking, proper on its face, may be invalid because it was undertaken in bad faith”. *Pheasant Ridge Assocs. Ltd. P'ship v. Town of Burlington*, 399 Mass. 771, 775 (1987).

A “bad faith” use of eminent domain could manifest itself in various ways; for one example, “the use of the power solely to benefit some private person or persons would be action taken in bad faith and grounds for declaring a taking invalid.” *Id.* at 775-776 (citing *Despatchers' Cafe Inc. v. Somerville Hous. Auth.*, 332 Mass. 259, 263 (1955); *Lynch v. Forbes*, 161 Mass. 302, 309 (1894); *Moskow v. Boston Redevelopment Auth.*, 349 Mass. 553, 573–575 (1965), *cert. denied*, 382 U.S. 983 (1966); *Southern Pac. Land Co. v. United States*, 367 F.2d 161, 162 (9th Cir.1966), *cert. denied*, 386 U.S. 1030 (1967); *United States v. Carmack*, 329 U.S. 230 (1946)).

The SJC has made clear that an improper use of eminent domain authority may exist in other situations:

Bad faith in the use of the power of eminent domain is not limited to action taken solely to benefit private interests. It includes the use of the power of eminent domain solely for a reason that is not proper, although the stated public purpose or purposes for the taking are plainly valid ones. For example, when a county took land for a training area for its police and fire employees, on which a city planned to construct a sewage treatment plant and, on the facts, the reason for the county's action was to prevent construction of the sewage treatment plant, the power of eminent domain was used in bad faith and the taking was invalid.

Pheasant Ridge, 399 Mass. at 776-777 (emphasis added) (citing *Carroll County v. Bremen*, 256 Ga. 281, 282 (1986); *Earth Management, Inc. v. Heard County*, 248 Ga. 442 (1981) (taking by eminent domain was found to be invalid when land was ostensibly taken for a park, but actual purpose was to prevent construction of hazardous waste disposal facility)).

In *Pheasant Ridge*, the SJC ruled that the Town of Burlington's exercise of its eminent domain authority to take land was unlawful and void where the true motivation for the taking was to thwart a residential development proposed under G.L. c. 40B.⁴ The Court relied upon evidence that the land in question had not previously been identified for park purposes, that use of eminent domain to acquire the land was not discussed before the G.L. c. 40B residential development was proposed, and that “the public purposes for which the site purportedly was to be taken ... were selected as a device in the erroneous belief that, as generally lawful public purposes, they would make the taking proper.” *Pheasant Ridge*, 399 Mass. at 778-779.

Smith v. Westfield, 478 Mass. 49, 61 (2017); *Robbins v. Dep't of Public Works*, 355 Mass. 328, 330 (1969); *Gould v. Greylock Reservation Comm'n*, 350 Mass. 410, 419 (1966)).

⁴ Here, the Town's stated intent in exercising its eminent domain authority at the Property – to avoid restrictions imposed upon the Property under the Public Trust Doctrine – is apparently meant to take advantage of the principle that “[g]enerally, an eminent domain taking in fee simple extinguishes all other interests in the subject property.” *New England Cont'l Media, Inc. v. Town of Milton*, 32 Mass. App. Ct. 374, 376 (1992) (citing *Emery v. Boston Terminal Co.*, 178 Mass. 172, 184 (1901); *Silberman v. United States*, 131 F.2d 715, 717 (1st Cir.1942)).



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THE TOWN'S PROPOSED EXERCISE OF ITS EMINENT DOMAIN POWER
TO CIRCUMVENT THE PUBLIC TRUST DOCTRINE IS IMPROPER

In our opinion, the Town's proposed use of eminent domain to "take" the Property from itself would be an improper use of that extraordinary municipal power.

First, G.L. c. 40, § 14 authorizes the Town to "take by eminent domain under chapter seventy-nine, any land, easement or right therein within the city or town not already appropriated to public use" The Town already owns the Property and has appropriated it to a specific public use; the Property is held under the care, custody and control of the Milton Conservation Commission for conservation purposes pursuant to G.L. c. 40, § 8C.⁵

Consequently, in our opinion the express language of G.L. c. 40, § 14 precludes the Town from taking the Property from itself by eminent domain.⁶

Second, as detailed above, the Town admittedly proposes to exercise its eminent domain authority over the Property in order to circumvent the Public Trust Doctrine. Similar to *Pheasant Ridge*, the Town's stated purpose for taking the land (to build a school) is not the true purpose for exercising the power of eminent domain (to avoid the Public Trust Doctrine). The Town had not considered using eminent domain to acquire the Property until being put on notice that the Public Trust Doctrine applies. *Pheasant Ridge*, 399 Mass. at 778-779.

Thus, the stated purpose of the proposed taking of the Property (to build a school), even if valid on its face, is meant to hide the actual reason for using eminent domain – to extinguish the public's rights to use and enjoy the Property for conservation purposes pursuant to G.L. c. 40, § 8C, and avoid the Town's duty to ensure this continued use under the Public Trust Doctrine.

In our opinion, using eminent domain to avoid commitments and obligations to hold the Property in a trust for the benefit of the public to would constitute a bad faith use of the Town's eminent domain power.

CONCLUSION

In summary, it remains our strongly held opinion that the Town holds the Property in a public trust for conservation purposes in perpetuity, and may not change the use of the Property.⁷

⁵ See December 14, 1978 Deed, attached to our August 22, 2022 letter as Exhibit C. The SJC has recognized that land held as protected open space benefits the public and that "[c]onservation and environmental protection are express obligations of the government in Massachusetts." *New England Forestry Foundation, Inc. v. Bd. of Assessors of Hawley*, 468 Mass. 138, 150-156 (2014).

⁶ As noted above, it is well established that the prior public use doctrine "developed in our common law as a means to resolve conflicts over the use of public lands between ... governmental agencies that might claim authority ... to take the land by eminent domain, in a potentially never-ending cycle of takings." *Town of Sudbury*, 485 Mass. at 787.

⁷ As fully detailed in our August 22, 2022 letter, the Lambs' express and implied intent in conveying the Property to the Town was that it be protected in its natural state in perpetuity. This intent was known to the Town at the time, the Town accepted it as part of the larger transaction, and the Town took steps to effectuate this intent upon acquisition of the Property. The Lambs' intent has been confirmed by their heirs in a letter to the Milton Conservation Commission.



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It is our further opinion that the Town's attempt to invoke its eminent domain authority to take the Property would run afoul of G.L. c. 40, § 14 (which does not authorize the Town to take land that it already owns and has appropriated to public use) and would be in bad faith (because the true motivation for using eminent domain is to circumvent the Public Trust Doctrine).

Thank you for your attention to this matter.

Please do not hesitate to contact me should you have any questions.

Very truly yours,



Luke H. Legere

cc: John Kiernan, Chair, Milton Conservation Commission
David J. Humphreys, Chair, Milton Warrant Committee
Anthony Mcdermott, Chair, Milton Board of Park Commissioners
Sean P. O'Rourke, Chair, Milton School Building Committee
Ada Rosmarin, Vice-Chair, Milton School Committee
Nicholas Milano, Milton Town Administrator
Kevin S. Freytag, Esq., Milton Town Counsel

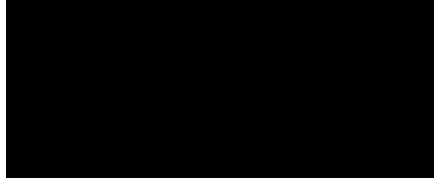


Marion V. McEttrick

Attorney at Law

10 Crown Street

Milton, MA 02186



March 7, 2023

Nicholas Milano
Town Administrator
Milton Select Board
525 Canton Avenue
Milton, MA 02186

RE: 440 Granite Avenue Project Request for Meeting after March 30, 2023

Dear Mr. Milano and Members of the Select Board:

I represent the applicant for the 440 Granite Avenue development project. The applicant met with your Board as well as with the Affordable Housing Trust and Master Plan Implementation Committee during the summer, 2021, to describe this project. Questions, comments and suggestions from these meetings were very helpful. Because we were unable to schedule a hearing with the Board of Appeals in 2021, the applicant withdrew the site plan application with the Planning Board at the end of 2021. In late 2022, the applicant began a hearing process with the Board of Appeals, and filed a new site plan application and began hearings again on a site plan with the Planning Board.

A number of changes to the project have been discussed and will continue to be presented at the next Planning Board meeting on March 30, 2023.

The applicant would like to be scheduled to meet with your Board on your regular agenda, as soon as possible after March 30, 2023 to provide updated information about this project to the Select Board.

We appreciate your consideration of this request to meet with you, and look forward to hearing when you can schedule us for this meeting on your regular agenda, after March 30, 2023.

Thank you.

Sincerely,

Marion V. McEttrick

Marion V. McEttrick

Nicholas Milano

From: Marion McEttrick [REDACTED]
Sent: Wednesday, March 29, 2023 9:37 AM
To: Nicholas Milano
Subject: Re: 440 Granite Avenue Letter for Select Board
Attachments: 440 Granite Ave Submission Final-3 compressed. 230323.pdf

[External Email- Use Caution]

Dear Nicholas,

To accompany the preceding letter requesting a meeting with the Select Board after March 30th, I have attached the latest updated site plan for the development proposal at 440 Granite Avenue, and ask that you distribute this now to members of the Select Board. I represent the applicants, and can be available at the Board's convenience to attend a future meeting along with Michael Moore, the developer, to discuss the project.

These updated plans, which we will discuss with the Planning Board on Thursday, include design changes since August 2021 to commercial and residential space, exterior finishes, and the parking garage system, based on discussion with the public and the Planning Board. It was helpful to have the Select Board's input in 2021 and we would appreciate having the opportunity to review these project changes with the Board now.

If possible we would like to meet with the Board before our next hearing with the Board of Appeals on April 19, 2023.

Thank you.

On Tue, Mar 7, 2023 at 12:07 PM Marion McEttrick [REDACTED] wrote:

Dear Nicholas,

Attached is a letter to you and the Select Board requesting that you schedule a Select Board Meeting agenda item, after March 30, 2023, to review changes to the development proposal at 440 Granite Avenue since we last met in the summer, 2021.

I will deliver a hard copy to the TOB today.

--

Marion V. McEttrick
Attorney at Law
10 Crown Street
Milton, MA. 02186
[REDACTED]

--

Marion V. McEttrick
Attorney at Law

Nicholas Milano

From:
Sent:
To:
Subject:



[External Email- Use Caution]

Hello nmilano,

Lara Simondi [REDACTED] has sent you a message via your contact form (<https://www.townofmilton.org/user/8141/contact>) at Milton MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.townofmilton.org/user/8141/edit>.

Message:

Hello Mr. Milano

I am reaching out for two issues. The first is to appeal the ruling for my sign to my new business in Milton and second, to inquire why my application for sign committee member hasn't been addressed in over a month.

I am a 20yr resident of Milton. I am married and have raised my two children in this beautiful town. I recently opened a small med spa in Milton at 75 Adams St, suite F on the second floor in a commercial area of Milton. This is the second location for Infinite Beauty Lounge, first being in Kenmore Square. I had hung an LED sign of my logo in the window of my second story business, which was removed within a week of being up, as a complaint was made to my landlord. Granted, I had not applied for appropriate permit, which didn't cross my mind as it was a sign hung within my unit, and I needed a sign to direct clients to my business which is on the second floor, with awning and balcony out front, so it is difficult to see from the street. I also felt it had similar effect to Muscle and FLOW and Playa Bowls LED signs (as these are ground level businesses).

Once it was brought to my attention, the sign was immediately removed and I applied for signage and petitioned to go before the sign committee.

I met before the committee on 1/10 via zoom. The committee consists of 4 white older men. I went through 17 page document regarding signage in Milton. My sign does comply with everything, except that it is lit. I did bring to the attention that there are plenty of Real estate firms in Milton (Coldwell Banker and Raveis, to name a few) that have LED lit listings (which essentially is advertisement) that remain lit all night. Stevie's and Orchid cleaners have lit "Open" signs and hardware store across the way has lit sign advertising a brand of tractors. Mega millions is lit and advertising where it is sold in multiple locations in Milton, some with residential housing right out front. The committee members said, likely these businesses aren't in compliance.... OK, so they targeted the sole proprietor female business owner within a week, but let the others slide....Not to mention R3Bilt has large lit sign which was accepted as a variance.

Committee members liked the sign and allow it to remain in the window, but not be lit up. To me this is pure discrimination. They had no great answers why others were permitted. They even suggested that I make a complaint to have the other businesses signs apply for appropriate permits, but I am not bothered by the signs (nor do I want to behave that way) I just want to be treated fairly, and as an equal. They did mention, that likely it would take a while to address all these sign issues, as there are more pressing issues within town of Milton. They didn't have an answer as to why it was such a pressing issue when the complaint came in for my sign when it had only been up for less than a week. It certainly was made a priority by someone!

I suggested they have some diversity on their panel. Not sure if any of them are business owners. No one introduced themselves, except by name only. The members did offer me the position, when I mentioned they needed some

diversity, as they are short one member. I accepted and have applied, but since then... crickets... I have reached out to 2 separate members in the organization, but no one has gotten back to me... I recently learned from Tim Czerwienski that there has been another applicant! I said that was great, as that would give the opportunity to have one of the other members retire, given that the sign committee term is only for one year (per website).

If the town had no lit signs at all, then this may be more difficult... but there are many. In fact, since the sign committee meeting on 1/10, two more lit signs have appeared across the street from my business. Citizens bank is a lit sign, and so is Hajjar's sign (large lit up H). Next to that is the Hardware store that has "Stifl" lit up in the window, which is branding, and next to that Coldwell Banker with all the lit listings (again advertising) which is against the bylaws.

I am really at a loss, and would appreciate considering a variance for my sign, as I am in commercial area on the second floor, set back from the street.

Thank you so much for your time and I look forward to hearing from you. Lara

Lara Simondi, APRN, CNM, MPH
Infinite Beauty Lounge, LLC

[REDACTED]
IG: @infinitebeauty_lounge
75 Adams St, Suite F, Milton, MA 02186
500 Commonwealth Ave, Suite 526, Boston, MA 02215
[REDACTED]

Dear Tim Czerwienski,

I am writing to formally apply for signage for my business in Milton on 75 Adams St, Unit F (2nd floor).

Included here is the illustration of my logo which would be hung on inner wall, but to be seen through my front window, facing Adams St. It is 12W LED lighting, which is about the same as Christmas lights.

My exterior wall measures 12ft 8" x 2 = 25.6sf
The dimensions of my sign are below 3ft3" x 2ft = 6.6sf
26% of frontage (within the requirements of 30%)





Here is the actual sign. I also purchased the wiring and hardware needed to hang the sign from the inner wall of my business.



Here is a picture of the hardware (1 of 2), where wire is fit in and holds the sign. The diameter of this hardware is 1.5".



Here is a picture of the width of the sign.



Here is a picture of the sign in the window during day time hours. Unit F is to the left of the door with the wreath.



Here is a closer picture of the sign during day time hours, which helps identify my unit, which is on the second floor of 75 Adams, set back from Adams St, and with an awning.

I look forward to meeting with the Milton sign committee on 1/10/2023 to review my application. Please let me know if there is anything else needed prior to this meeting.

Happy Holidays, Lara

Lara Simondi, APRN, CNM, MPH
Infinite Beauty Lounge, LLC

www.infinitebeautyloungema.com

IG: @infinitebeauty_lounge

75 Adams St, Suite F, Milton, MA 02186

500 Commonwealth Ave, Suite 526, Boston, MA 02215



TOWN OF MILTON
TOWN OFFICE BUILDING
525 CANTON AVENUE
MILTON, MA 02186

TEL 617-898-4847

**Sign Review Committee
Approval Form**

Address

75 Adams Street Unit F

Business Name

Infinite Beauty Lounge

Title/Date on Approved Plans

12-19-2022

Special Conditions Imposed by Sign Review Committee

Submitted sign is approved without illumination.

Committee approves 4-0

Date of Approval

January 10, 2023

Signature

Nicholas Milano

From: Tim Czerwienski
Sent: Wednesday, March 29, 2023 10:57 AM
To: Nicholas Milano
Subject: Draft Sign Review minutes
Attachments: 2023.01.10_DRAFTMinutes_SignReview.docx

Nick,

Draft sign review minutes are attached.

Below are links to the Sign Design and Façade Handbook, the Sign Design Checklist, and the Milton Village Design Guidelines. The first two are a bit outdated, but still operative.

https://www.townofmilton.org/sites/g/files/vyhli911/f/uploads/signs_guidebook.pdf

https://www.townofmilton.org/sites/g/files/vyhli911/f/uploads/sign_checklist_bc_0.pdf

https://www.townofmilton.org/sites/g/files/vyhli911/f/uploads/milton_village_design_guidelines_2022_0830_clean.pdf

Tim Czerwienski, AICP

Director of Planning & Community Development

Town of Milton | 525 Canton Avenue | Milton, Mass. 02186 | 617-898-4847

Milton Sign Review Committee
Tuesday, January 10, 2023
6:30 PM
Remote Meeting via Zoom

Members in Attendance: John Zychowicz (chair), Paul Doherty, Larry Johnson, Doug Scibeck

1. Call to Order

2. 75 Adams Street (Infinite Beauty Lounge) Public Hearing

Chair Zychowicz opened the public hearing to consider an application for an illuminated sign for Infinite Beauty Lounge at 75 Adams Street, pursuant to Section III.C.4.c of the Zoning Bylaw.

Lara Simondi, the applicant, described her sign, which is 40 inches wide by 26.4 inches wide, suspended from the interior window frame by wire, and comprising internally lit pink letters and design elements. Ms. Simondi had purchased and installed the sign in the front window of her business on the second floor of 75 Adams Street. After Town officials informed her that her sign would require approval by the Sign Review Committee, she submitted an application for a sign permit.

Member Doherty said he understood the need for the illuminated sign, but was not sure he could approve the application.

Member Johnson said that the Town has a precedent of not approving this type of lit sign. He said he believed if the sign bylaw were reconsidered today, lit and neon signs would probably not be included.

Ms. Simondi said that times change, and rules need to adapt. She said that there are no residences nearby that would be affected by her sign.

During the public comment portion of the hearing, Fernando Diaz of 76 Allerton Road said that it is important for businesses to have visibility. He said that drawing businesses to a second floor location is very difficult, and that he recommended the committee approve the application.

Member Scibeck said that the committee is very interested in supporting local businesses, but the sign bylaw and the committee we set up to regulate the aesthetic impact of signs. He said he was torn on the issue. He said that a window decal would probably be in strict compliance, but that illuminated signs of this type have typically not been approved.

Tim Czerwienski, Director of Planning and Community Development, explained the authority of the committee. Section III.C.4.c of the Zoning Bylaw requires the Sign Review Committee to hold a public hearing to consider illuminated sign. The bylaw further states that the Sign Review Committee shall approve applications for signs meeting all requirements in the bylaw and in the Sign and Façade Design Handbook. The committee may also impose conditions which ensure that all relevant standards and requirements are met.

Mr. Czerwienski referenced the Sign and Façade Handbook, which recommends indirect lighting and discourages internal illumination. He said the Handbook acknowledges that internally illuminated signs are rarely approved. Mr. Czerwienski also referenced the Sign Design Checklist posted on the Town's website, which assists applicants with assembling materials for submission. That form lists "exposed neon lighting" as a design element that is "rarely, if ever, approved by the [Sign Review Committee]."

Mr. Czerwienski also referenced the recently adopted design guidelines for the Milton Village Mixed Use Overlay zoning district. He said that although these guidelines only apply to projects proposed under the Milton Village overlay, they reflect the current thinking of the Planning Board on the aesthetic character of Milton Village. Those guidelines prohibit "Flashing, color changing, LED, digital, and neon signs."

Chair Zychowicz said that the committee needs to have a level of consistency in its decision making. He closed the public hearing and summarized the comments of the committee members.

Member Scibeck asked if a motion could be made that permits some flexibility for an alternative proposal to be presented.

Ms. Simondi asked if should could hang the sign without it being illuminated. Mr. Czerwienski responded that she could.

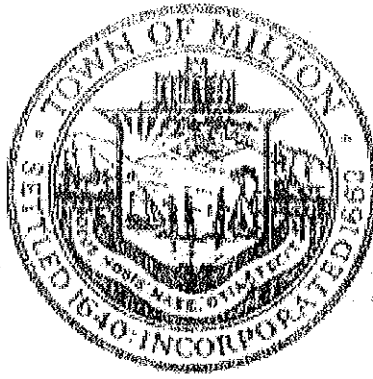
Chair Zychowicz said that one potential motion would be to approve the application conditioned on the sign not being illuminated. Another motion would be to deny the application.

Member Scibeck made a motion to approve the sign conditioned upon the sign not being illuminated while it hangs in the window or externally. Member Doherty seconded. The motion passed on a unanimous roll call vote.

Town of Milton

Sign and Facade Design Handbook





Town of Milton

To the Merchants and Property Owners of Milton:

This guidebook has been prepared by the Milton Sign Bylaw Review Subcommittee to help outline the design review process for signs and other storefront improvements in the business districts.

The design goal for Milton's business districts is to have a series of storefronts that are on the one hand individualized and on the other sufficiently controlled to present a unified and coherent image in the district. These criteria have been written as a guide for both renovation of existing buildings and new construction. The major tools used to ensure coherence and unity in the final design are: appropriate use of materials and architectural expression, the introduction of awnings and other pedestrian friendly elements, transparency of the storefront windows, reserved use of signage and regular maintenance of all storefront elements. When dealing with buildings of historical significance, Merchants and Property Owners are discouraged from altering the existing building elements in any way and are encouraged to restore deteriorated facades.

If you are planning to erect a new sign, awning or make other improvements; or to modify an existing sign or awning, this guidebook will acquaint you with the provisions of the Milton Zoning bylaw that apply to signs. The Building Commissioner and Design Review Committee are available to assist you and answer any questions you may have regarding storefront design for your business property.

The Board of Selectmen is confident that an improved visual environment in the Town's business districts is an asset for the individual business as well as for the entire community. We encourage you to use this booklet and welcome your comments on how we can further assist you.

Sincerely,

James G. Mullen
Marion McEttrick
Charles J. McCarthy

Do You Need a New Sign?

Are you opening a new business? Are you expanding your business into more storefront space?

Are you remodeling? Is your old sign in a state of disrepair? Maybe your sign does not convey the message or the image that you want. If, for any reason, you feel that your sign is inadequate, you should consider the value of a new sign.

What are the functions of good signs?

1. To communicate messages: Who occupies the establishment.
2. To furnish information about goods and services: Is it a coffee shop or a real estate office? Is there a special sale going on.
3. To convey an image: Is it an elegant place or a modest place? Is it a solemn place such as a funeral home or a lively place such as a video store.

Poorly designed or maintained signs can have a detrimental impact.

1. They may be a distraction to vehicular and pedestrian traffic.
2. They often decrease property values.
3. They may conceal and confuse other permitted signs.
4. They often degrade the visual quality of the town.

Attractive, coordinated, well-designed signs have a beneficial impact.

1. They provide clear identification of the merchant's business.
2. They stimulate business activity.
3. They create a pleasant environment.
4. They enhance the image of the town.

Think it over. You may need a new sign. That sign could make a significant contribution to the visual and economic vitality of your business and to the Town of Milton.

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NOTE: Non-compliance with the Zoning Bylaw is punishable by fines up to \$300 per day!

Steps to Acquire a Sign Permit

A. Getting Started

Go to the Building Department in Milton Town Hall at 525 Canton Ave. for information on permits that you may need. This guidebook contains the sections of the Town of Milton Zoning Bylaws which relate to signs (pages 13 and 14). If your sign falls within the allowances of the bylaws, the Building Commissioner is authorized to grant a permit. If you wish a sign that exceeds the as-of-right allowances, your sign application will be referred to the Board of Selectmen.

Generally, the Building Commissioner, on behalf of the Board of Selectmen, will refer non-conforming signs and facade treatments to the Milton Sign Review Committee.

This handbook was developed by the Sign Review Committee to assist merchants design their facade and signage treatments. Easy-to-understand formulas determine acceptable signage area; and guidelines are offered for the representation, fabrication and installation of signs, awnings and lighting. Following the formulas and guidelines typically afford the Merchant the opportunity for more signage than is allowed under the bylaws, but require preparing and submitting the requested drawings and photographs specified under Section A, items 1-3. The Sign Review committee will review the submittal and assist the Merchant in developing a facade/signage package that has the support of the Committee. The Sign Review Committee will then make a formal recommendation suggesting approval by the Board of Selectmen.

B. Determine Sign Sizes and Develop a Good Design

The Town of Milton spends considerable effort in the review and enforcement of our sign regulations. As merchants are sometimes unaware of the rules governing signs we offer this explanation. Inappropriate signs detract from the visual quality of your commercial area and have a negative impact on neighbor's store as well as your own. Store facades and windows filled with signs interfere with communicating the store names and services they offer. The Building Commissioner and Sign Review Committee are available for assistance.

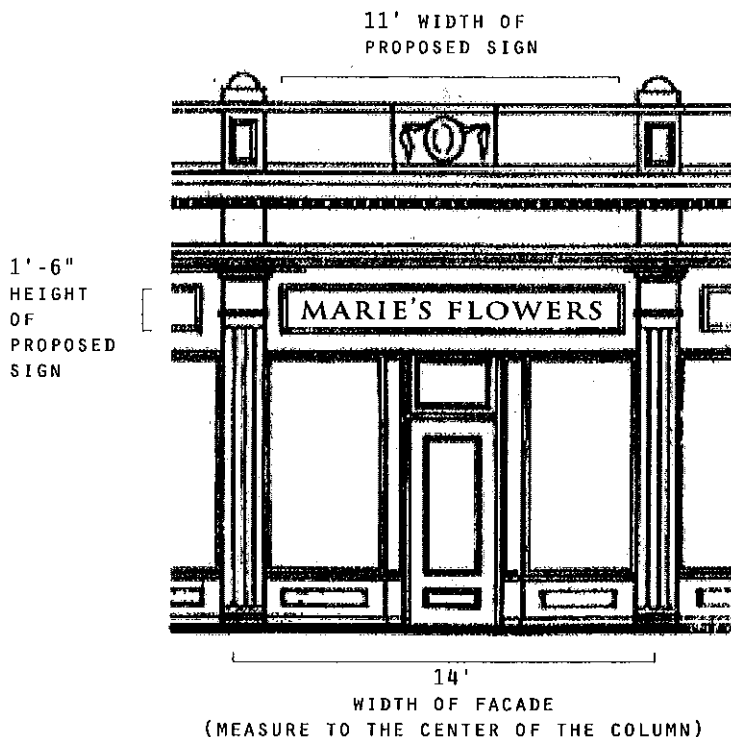
1. Signs, temporary and permanent

All permanent signs, including permanent window signs, flags, banners and awnings, require review by the Building Commissioner and/or the Board of Selectmen. Temporary signs, or those which advertise a sale or event, do not require review but do require a permit and must be removed after 45 days.

2. Allowable Sign Area

The amount of sign allowed is dependent on the store width.

- Measure width of store front and multiply-by two to get total sign area (square feet) allowance.
- Design and measure the main sign to determine how much of your allowance has been used. Subtract this amount from your allowance to find the square footage you are allowed for window signs.



Example: Multiply the width of the store front by 2.

If the storefront is 14' wide you are allowed 28 square feet of sign area. If your main sign is 1.5' tall and 11' wide, the main sign area is 16.5 sq. ft. Subtract this amount from your allowance to find the remainder allowed for window signs (28' - 16.5' = 11.5') Window signs in total may not exceed 11.5 sq. ft. or 30% of the total glass area, whichever is smaller.



Measure the extreme limits of any sign background or trim.

Sign area = A x B



When letters are attached directly to a wall or window surface, measure the extreme limits of the message.

Sign area = A x B

C. Application to the Building Department

Requirements are:

1. Submit your permit application to the Building Commissioner.

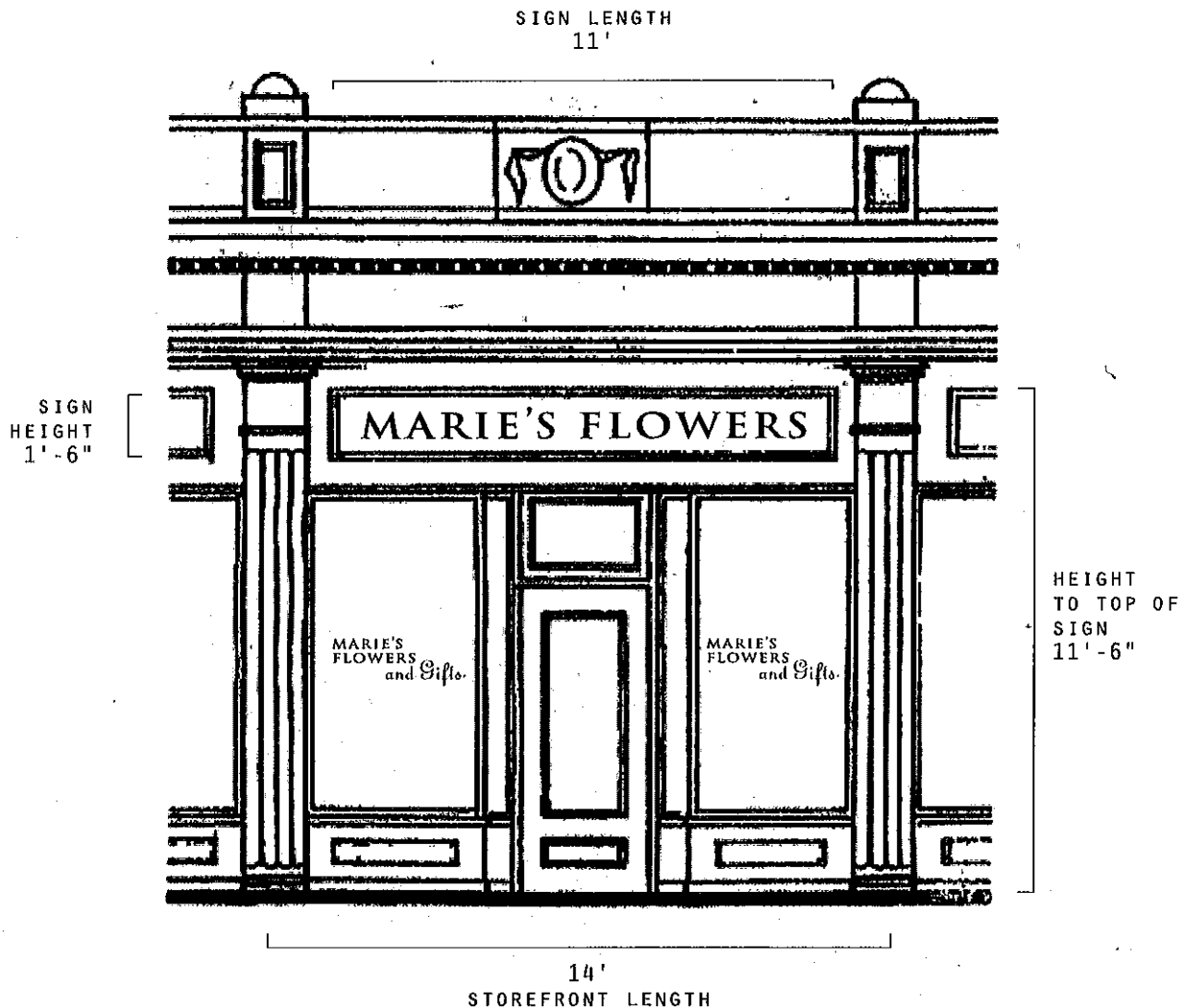
Make sure you have included name, address and phone number where you can be reached during the day. Please include the owner's name, address and phone number if you are a contractor.

2. Fee payment

Pay any filing fees required.

3. Submit three copies of elevation drawing.

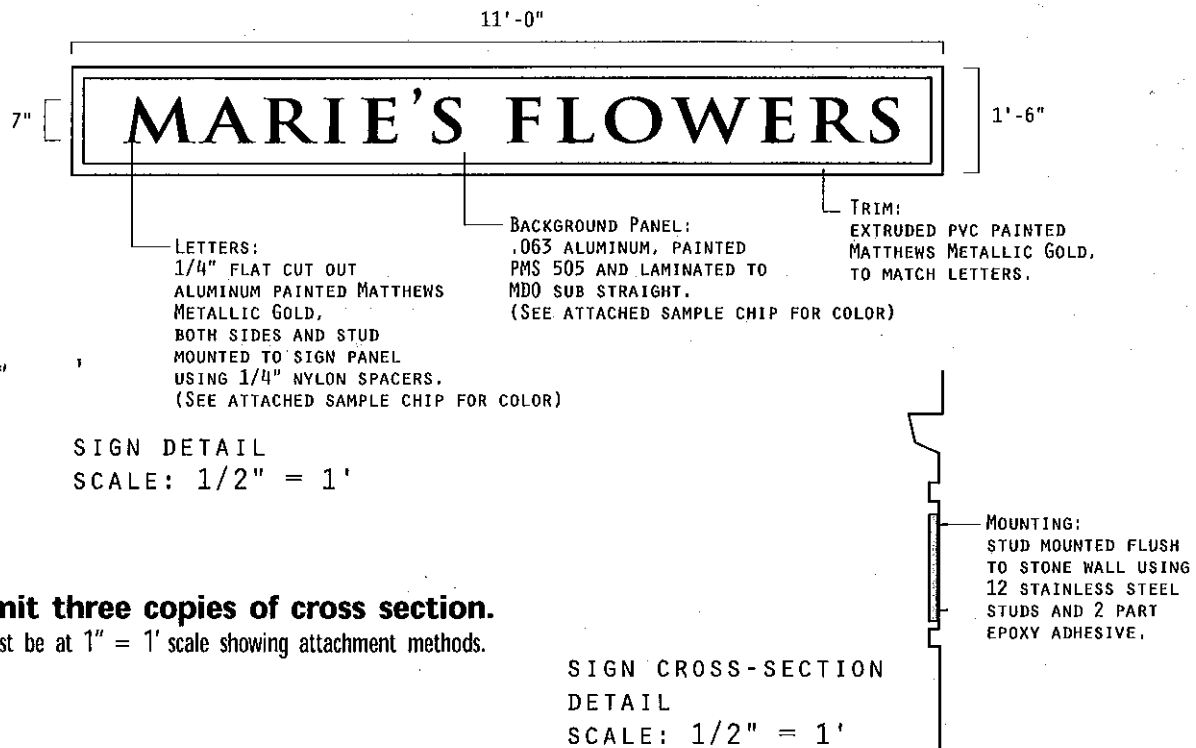
Drawings must be at $1/4" = 1'$ scale showing existing building with sign located on it as shown in drawing below. Please include specifications of the materials, color swatches, construction and attachment methods. You must also include dimensions to the top of the sign and the frontage on the street. If your storefront shares a column with the adjoining store, measure to the middle of the column.



SIGN ELEVATION
SCALE: $1/4" = 1'$

4. Submit three copies of sign drawing.

Drawings must be at $1/2" = 1'$ scale showing exact lettering style and size. Indicate how the sign is lighted, colors of background and lettering and all materials being used. Please submit color swatches.

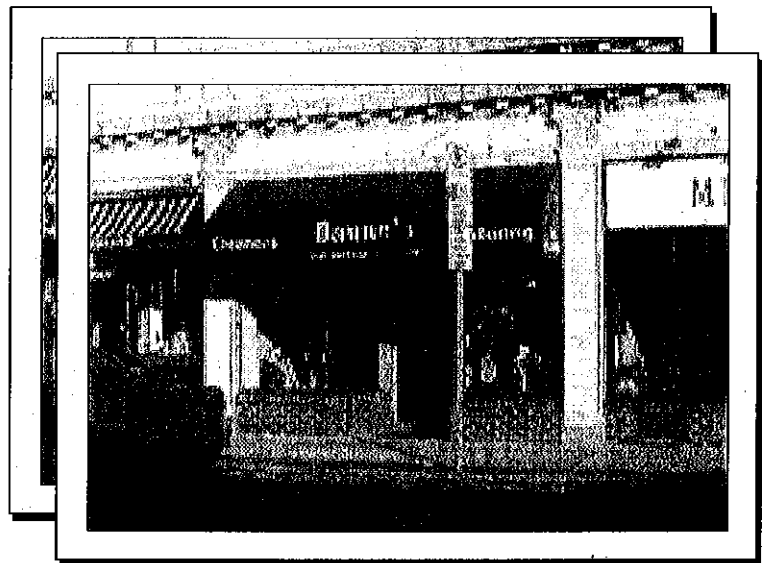


5. Submit three copies of cross section.

Drawings must be at $1" = 1'$ scale showing attachment methods.

6. Submit two copies of color photograph.

Photo must show existing building and a portion of the adjacent surrounding businesses as shown. Photo must be of good quality, in focus and using good lighting.



7. Submit two copies of photo illustration.

This photo illustration is optional but is extremely helpful in giving the Board of Selectmen and Sign Review Committee a clear picture of your intent.

D. Board of Selectman Review

Upon completion of the Sign Review Process and a recommendation from the Sign Review Committee, the Board of Selectmen will review and vote on your proposal at a scheduled meeting, which generally occurs on Monday evenings at 7:30 P.M. You may contact the Selectmen's office at 617-696-5604 to learn when your application will be considered. You or your representative will have the opportunity to present and explain your application. Citizens can attend to voice support or opposition.

E. Obtain a Building Permit

The Building Commissioner may issue a permit, providing that all applicable building code regulations and zoning regulations within his jurisdiction have been met and you have received approval from the Board of Selectmen.

F. Proceed with Construction

You will be responsible for the future maintenance of your sign. Make sure that your manufacturer and installer does a good job. The Building Commissioner will inspect the work after it is completed.

Steps to Acquire an Awning Permit

Note: The same steps are required to apply for awning permits.

Use the design guidelines on the following pages to help you develop a good design.

Sign Design Guidelines

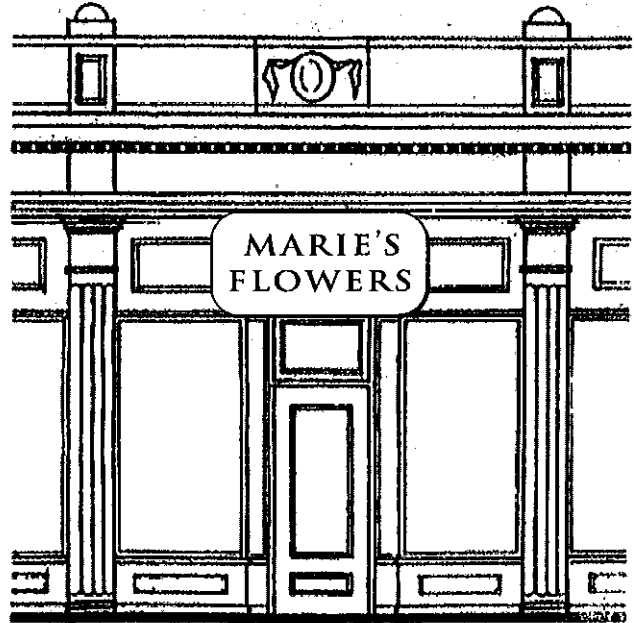
Enhance Architectural Elements, Utilize Building Surfaces and Existing Sign Bands

The sign should serve to define or enhance architectural elements of the building, not obscure or obliterate them. Where feasible, sign letters should be attached directly to building surfaces without superfluous back-facing. Use existing sign bands for placement as well.

This



Not This



Identification of Business

The sign should identify the name of the business, not advertise brand names.

This



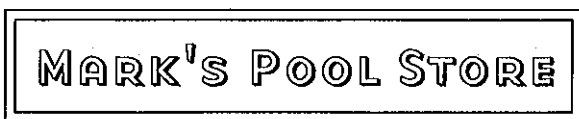
Not This



Consolidate Information on Main Sign

Eliminate visual clutter by consolidating information in an organized manner.

This



Not This



Simplicity

Sign graphics should reflect simplicity, neatness and minimal information. Simplicity of graphics will improve readability and communicate the message faster.

This



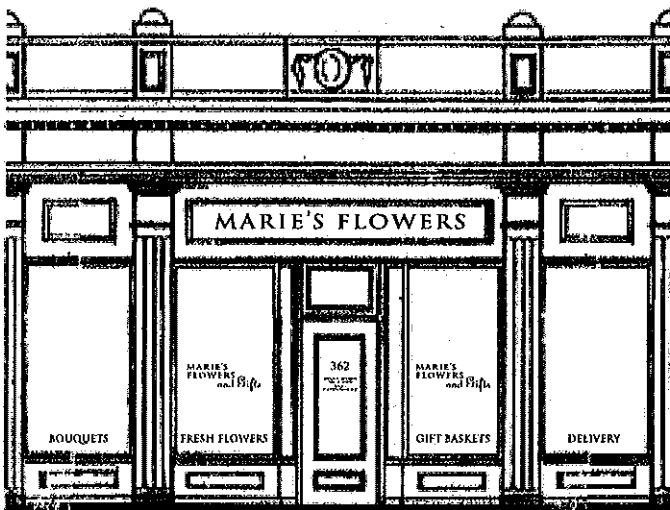
Not This



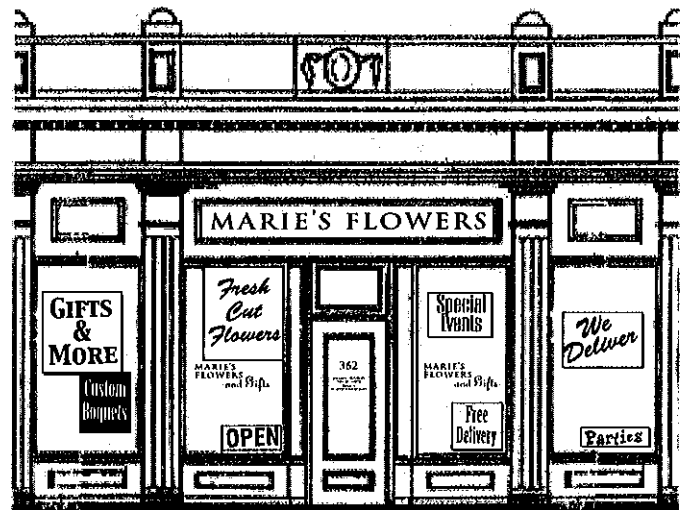
Placement of information

Products and services information should be displayed in an organized manner and should be applied to windows as vinyl die cut decals. Signs and posters should not be taped in windows. Only professional display systems should be used to display posters or banners.

This



Not This



The following pages show examples of sign placement and sign materials in relationship to neighboring businesses .

Signs

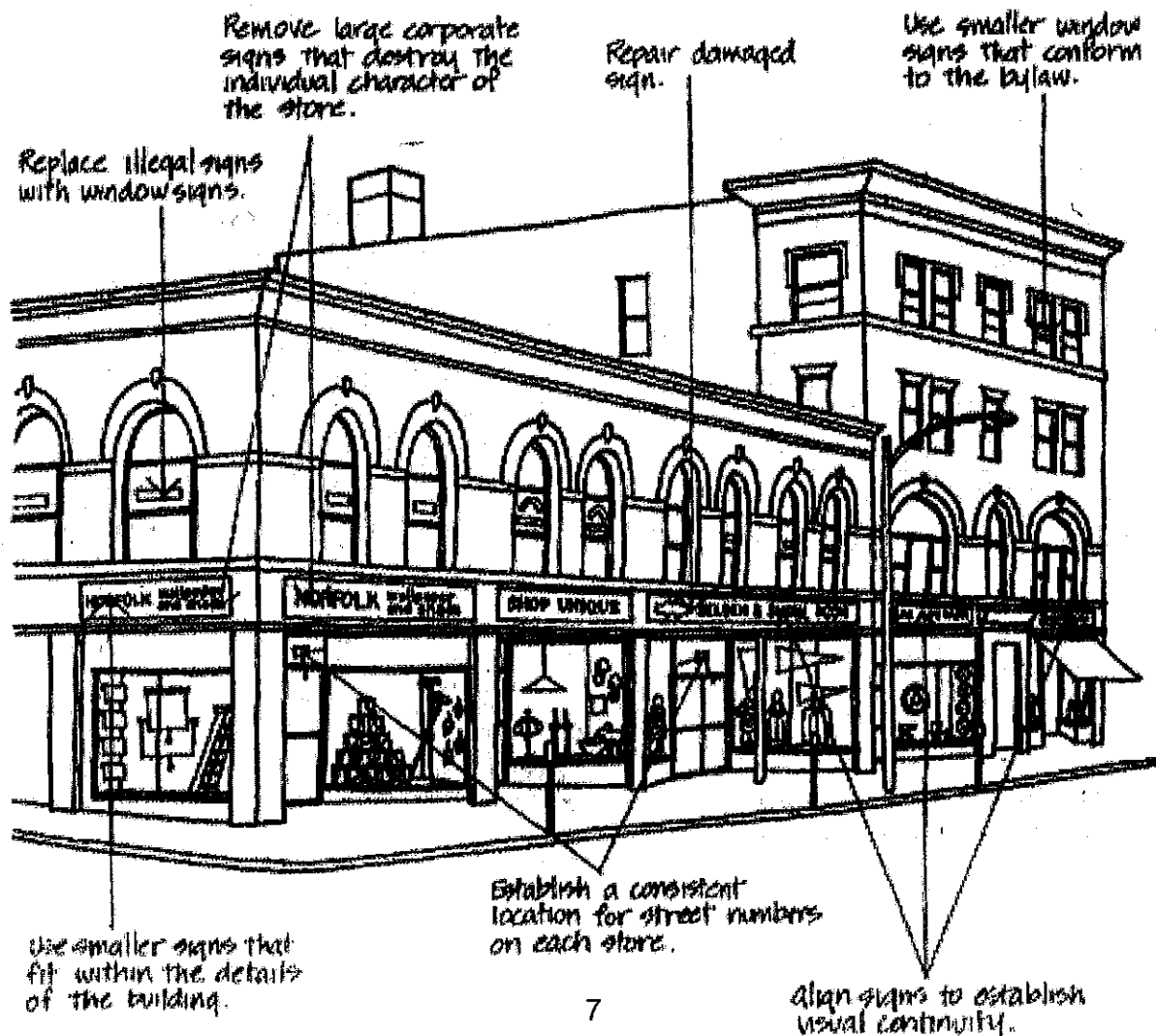
The most common element of a business is its use of signage and other decorative treatment to advertise a products or service. When used properly these elements can be a very effective means of communicating a message and drawing new customers. When used improperly, the effect can be one of confusion and ambiguity, adding clutter to the environment. The design goal for Milton's business districts is to have a series of storefronts that are individualized but also present a unified and attractive image. For individual businesses in other areas of town, compatibility with surrounding neighborhoods is an important consideration.

The primary rule in applying any type of decorative treatment to a building is to fit the new elements to the existing architectural detailing of the building.

PLACEMENT AND SIZE

Most older buildings were designed with a horizontal zone over the storefront to contain signage. This zone should be used for attaching individual letters or a continuous colored signage band. On rows of storefronts within the same building, neighboring signs should align and be placed on the same colored background.

The size of the signs should be determined by the size of the existing signage band and should never obscure the detailing of the building. Newer buildings which usually do not have a signage zone should place their signage band to relate to the neighboring buildings in the manner illustrated in this guidebook. Lettering on signs for neighboring businesses within the same building should relate closely in size and materials.



Materials

Signs can be fabricated from a variety of materials including wood, metal, glass, or plastic. The choice of material depends on the character of the business and the building and the cost and maintenance factors for the sign. Good signage is possible for any of these materials, but it must be designed in a sensitive manner based on the properties and appropriateness of the material.

Wood vs. High Density Urethane

Wooden signs are the most traditional type of signage. Wood is very flexible and can be carved into letters or used as a background for letters in relief. Wood signs should be made of a solid wood ie. cedar, redwood. As an alternative to wood, high density urethane, sometimes referred to as high density sign foam, can be used to simulate carved wood.

We do not recommend the use of any type of wood or medium density overlay (MDO) because over time it will delaminate, crack and peel and you will be responsible for the long term maintenance of your sign.



Metal

Metal signs can also be made in a variety of shapes, colors and finishes. It is often used as individual painted aluminum, stainless steel, bronze or brass letters mounted to the surface of a building. Painted aluminum is an excellent sign material.

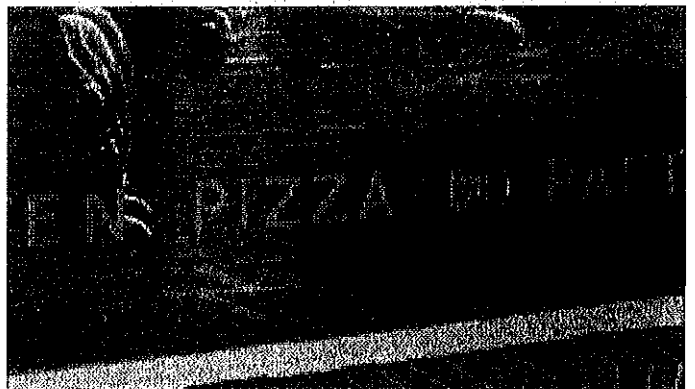
Sheet metal signs can rust easily if damage destroys its protective coating. Metal signage is not always compatible with older building materials.

Metal coatings such as gold and silver leafing can be a way to add an image of quality and elegance to a sign. Color coatings such as anodized aluminum or baked enamels greatly expand the life of your investment.



Glass

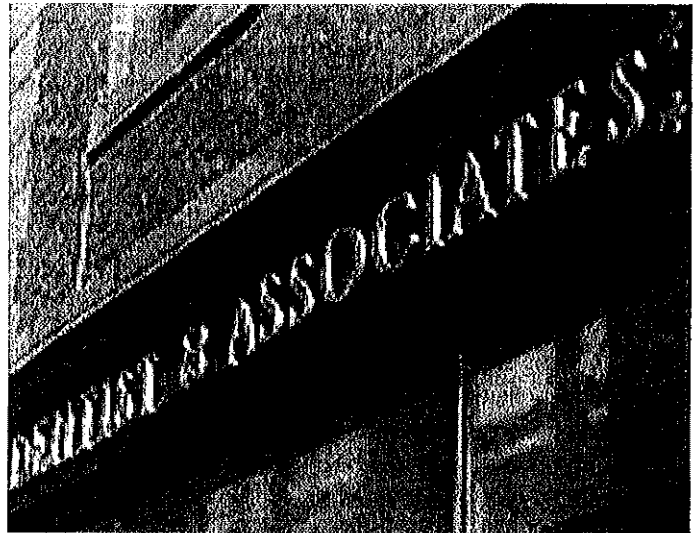
The use of lettering or symbols on the glass of the storefront can be a very effective way to attract pedestrians and add color and life to the streetscape. Only vinyl die cut, hand painted or screen printed letters with opaque backing should be used for the best effect.



Plastic

The most common signage material these days is plastic due to its cost and availability. These signs come in all shapes, sizes and colors and can be internally illuminated because of their translucent properties. However, mass produced plastic signs are often poorly constructed, overly illuminated, and tell little of the unique character of the individual business. They are often poorly scaled in size to the proportions of the building and are more appropriate to a commercial strip and high speed traffic than to the East Milton Square, Milton Village, Central Avenue and other areas of Milton. Illuminated signs are not allowed under the bylaw.

Plastic signage carries a more modern image and is less suited to an older building, but can be creatively used if the characteristics of the building and the business are considered.



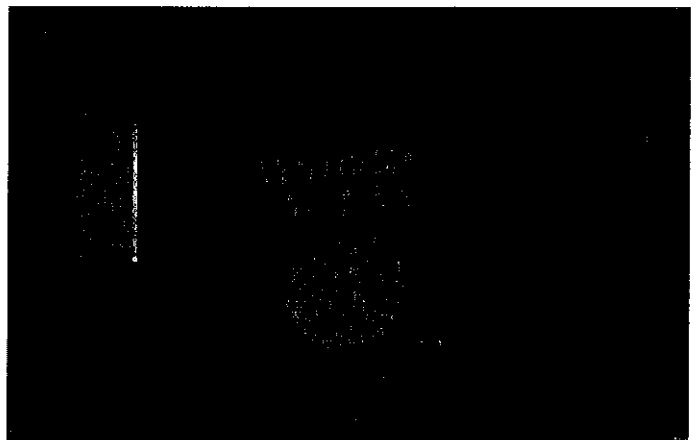
Stone

Signs made from these materials are very durable and invoke a sense of permanence. They may actually become part of the building itself and should be chosen carefully to match the building materials.



Upper Story Signs

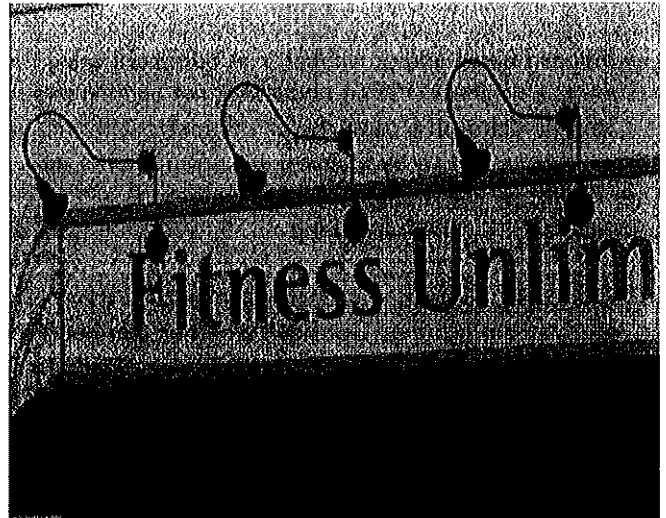
Windows on upper stories of buildings can accommodate small painted or vinyl application glass messages. No other attached signage should be applied above the first story of a building unless it is within the signage band above the first floor storefront level. Building addresses should be limited to numbers placed in the signage band or at the cornice level. All signage should be appropriate for the architecture and character of the buildings, especially older buildings.



Color

Color is one of the most important components of visual communication. The color of a sign can send many messages to the customer. Bright colors may catch your eye and imply gaiety while more muted colors may express dignity or repose.

Too many colors can work against getting the message across, creating confusion and visual disarray. Remember that black and white are strong colors when combined with others. Limit the number of colors used in one sign and try to match them to the color scheme of the materials in the building. Matching the colors of adjacent signs can create an attractive and unified appearance. Use discretion in selecting colors. Even the most attractive sign can look unattractive due to an inappropriate color choice or conflict with adjacent signage.



Logos and Symbols

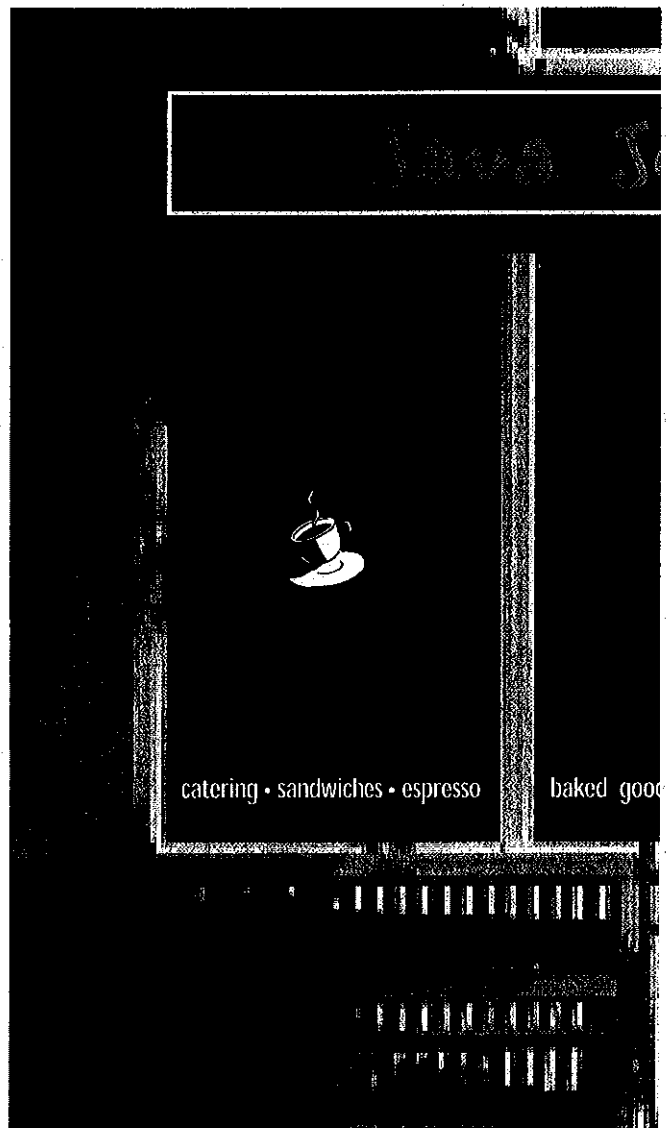
A picture can be worth a thousand words and symbols are an effective way to get your message across. Symbol signs should be appropriately scaled to the building, and when used as a projecting sign should be placed in the signage band. Brand name logos should be avoided unless the product mentioned comprises a principal part of the business.

Legibility

The style, size, spacing and weight of the letters on your sign contribute to the legibility and interpretation of your message. Different type styles (fonts) evoke different messages about the business. Colors can be used to contrast letters from their background for increased legibility. Dark letters on a light background or vice versa are more effective than colors with similar values.

Upper and lower case letters as well as script styles have varying degrees of legibility in different applications. Look at signs that convey a strong business image and try to understand the characteristics of lettering and style that make a good sign.

Letter sizes that leave some unused space on the top, bottom, left and right of the lettering create an attractive appearance that is legible while avoiding a bold billboard-type look.



Lights and Fixtures

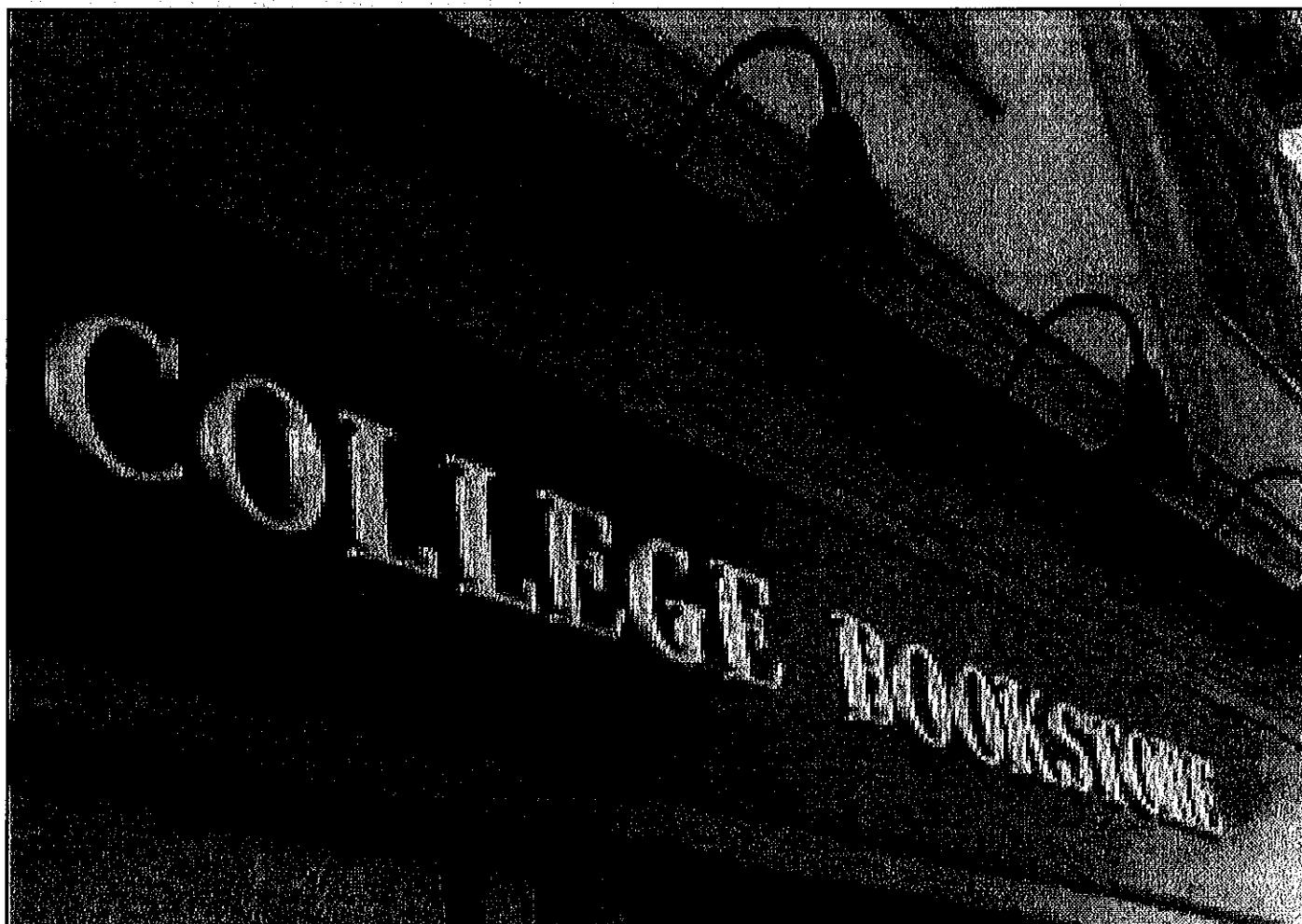
Lighting can be an additional factor in communicating the nature of a business. When done well, the lighting should not impose glare on a passerby or upon street traffic. It can be most effective by focusing attention upon a message or display rather than creating a block of light which distracts and is visually irritating.

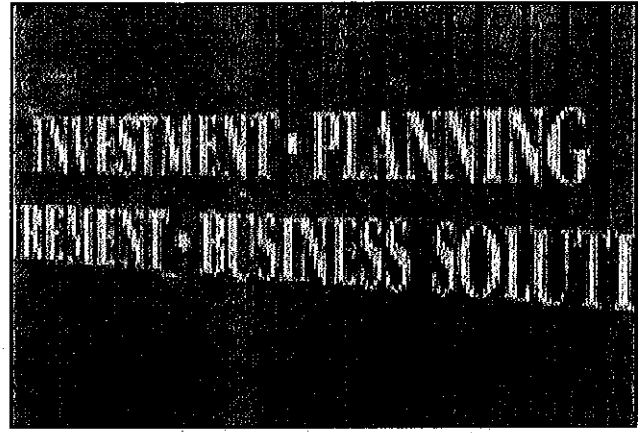
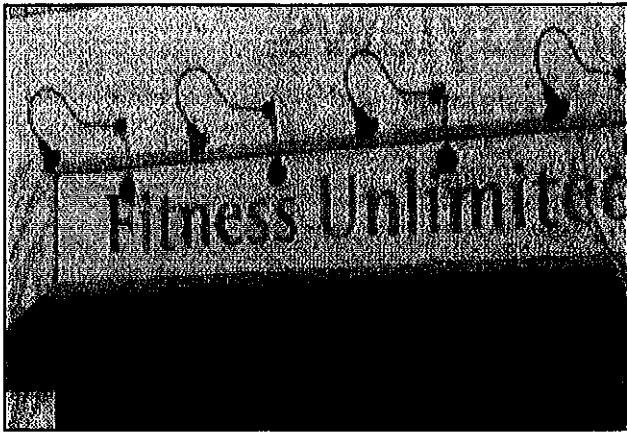
In many cases, no lighting is necessary because there is adequate street lighting. Consider whether you need the up front and long term expenses of lighting. If lighting is desired, take care to avoid red and green or other lighting near traffic signals that could confuse drivers. Lighting should be turned off when the business is not open, except for moderate window lighting to display goods during evening hours. Lighting should not be a nuisance to nearby residents.

Indirect lighting is an effective way to cast light on a sign and can also be used to illuminate attractive details of the building. There are many styles of exterior illumination which can enhance the appearance of the building, such as the gooseneck lamps which have become popular in East Milton Square. These lights should be carefully placed so as not to interfere with the details of the building.

Internally illuminated signs, usually plastic, contain lighting and supports within the sign, but it is more difficult to replace burned out lamps. These signs can overwhelm the building surface when both the letters and the background are lit, and appear to be attached rather than integral with the building surface.

All illuminated signs require Board of Selectmen approval. In recent years, the Board has approved indirect, externally illuminated signs, but has not approved internal illumination.





Awnings and Window Displays

Awnings

The principal purpose of awnings is to reduce sunlight. Awnings should complement the style and age of the building. Older buildings look best with a fabric awning on a retractable shed-roofed frame. These fabric awnings usually have a free moving valance at the bottom. Fixed awnings with newer shapes including rounded and bullnose often detract from the character of the building. By copying the size and shape of the traditional fabric awnings, fixed awnings can be compatible with some older buildings.

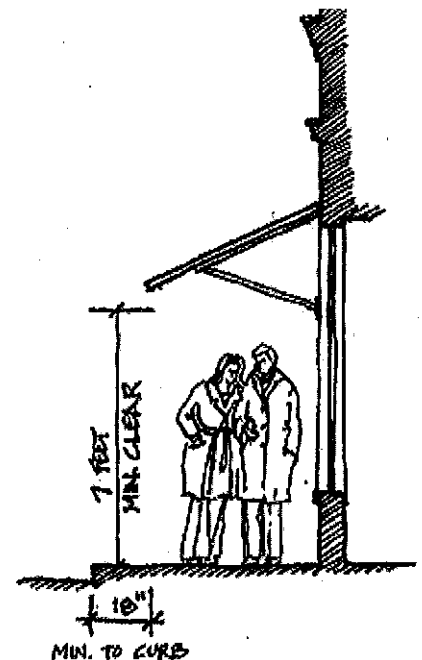
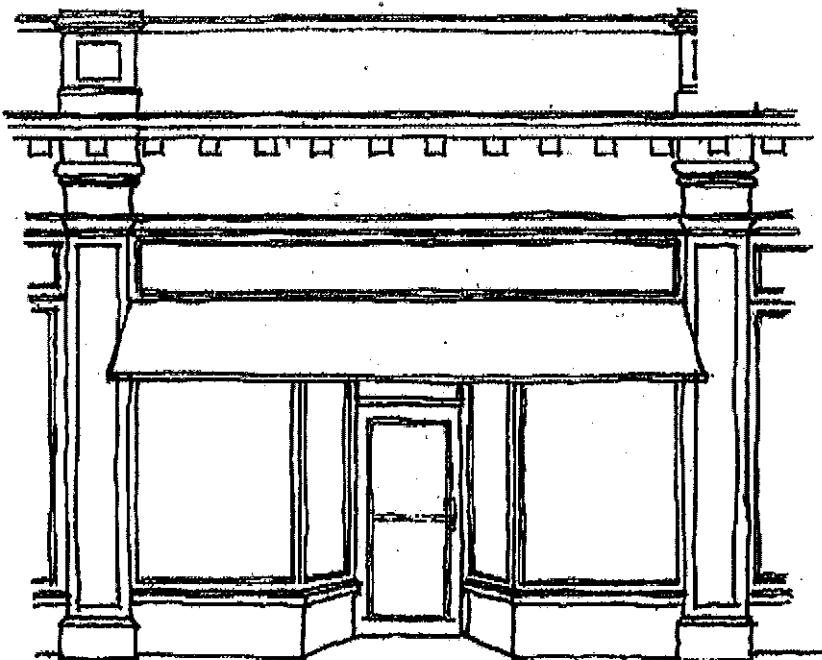
Awnings should relate geometrically to the space where they are placed to define and enhance the architectural details. Adjacent businesses in the same building should coordinate their awning type and

color for the greatest effect in unifying the block.

Awnings should be properly maintained and replaced when damaged or faded.

Window Displays

Window displays are the most direct form of advertisement to attract pedestrians. Creative and changing displays add an element of color and vitality to the shopping district. Simple and organized displays are the most effective. The use of many paper signs in the window should be avoided as it tends to confuse rather than inform. Displays that have become outdated or obsolete should be removed.



Town of Milton Bylaws Relating to Signs

Sections of Bylaws, Chapter 10, Zoning

SECTION I. Definitions.

A. In this bylaw the following terms, unless a contrary meaning is required by the context or is specifically prescribed, shall have the following meanings:

10. Sign -- The word "sign" (whether exterior, interior, permanent or temporary) means any object, board, placard, paper, symbol, banner, streamer, letter, number, emblem, logo, color, display or light or any combination thereof which identifies or attracts attention to any property or premises or provides information.
11. Exterior sign -- The term "exterior sign" means a sign, temporary or permanent, which is (a) located outside of a building, whether apart from or attached to a building; (b) located on vacant property; or (c) painted on or attached to the outside of a window or door.
12. Interior sign -- The term "interior sign" means a sign, temporary or permanent, which is (a) located inside a building within twelve inches of or attached to the inside of the door or window glass of such building, and visible through such glass from any public right of way or from any outside area open to the public.
13. Permanent sign -- The term "permanent sign" means a sign, exterior or interior, other than a temporary sign.
14. Temporary sign -- The term "temporary sign" means a sign, exterior or interior, which provides information regarding any special event or offering of a non-permanent nature, including, but not limited to a yard sale at the same location authorized by the Board of Selectmen, an activity involving the public health, safety, or welfare, an election or referendum, or an offering for sale or lease of the real property upon which the temporary sign is located. Governmental, seasonal, or decorative flags displayed on residential premises are temporary signs.

SECTION III. Use Regulations.

B. Accessory Use in Residence AA, A, B and C Districts

3. Signs and Billboards -- This Bylaw is intended to serve the following objectives:

To preserve, promote, and advance the aesthetically pleasing environment of the community by prohibiting permanent signs in residential zones except such as are necessary for the public health or the public safety.

- (a) No person shall erect any permanent sign of any type in any residential district of the town.
- (b) Temporary signs are permitted for 45 days.
- (c) Exceptions: Notwithstanding Subsection (a) above the following will be allowed:
 1. Any permanent sign erected and existing as of the date of adoption of this Bylaw.
 2. Any sign permitted by the Board of Selectmen as necessary for public safety or the public health.

C. Business District Uses -- In a Business District no building shall be erected, altered or used and no land shall be used for any purpose injurious, noxious or offensive to a neighborhood by reason of the emission or odor, fumes, dust, smoke, vibration, or noise, or other cause, or for any purpose whatsoever except the following purposes:

3. Signs permitted in any residence district and advertising signs not illuminated (directly or indirectly) and erected or posted by the occupant of the premises to advertise goods or services offered on the premises for sale, hire or use, and meeting all of the following criteria as determined by the Building Commissioner.

- (a) **Maximum Aggregate Area:**
 The aggregate area of all exterior signs shall not exceed: (i) the number of square feet equal to the product resulting from multiplying the number of linear feet of the width of the facade by four-tenths (0.4) of a foot or (ii) forty (40) square feet, whichever is smaller.
 Nor shall the aggregate area of interior signs exceed (i) thirty (30) percent of the total area of door and window glass of the building facade, or (ii) twenty (20) square feet, whichever is smaller.
 Nor shall the aggregate area of all exterior and interior signs exceed ten (10) percent of the area of the building facade.
 The area of a building facade shall be calculated by multiplying the width of the building front by the height of the building front as measured from ground level to the underside of any eaves or parapet line. In calculating maximum permitted aggregate sign area in cases where the signs relate to a business occupying only a part of the building, the area of a facade shall be calculated by multiplying the width of the front of that part of the building occupied by the business by the height of the front of that part of the building occupied by the business.
- (b) **Height:**
 All portions of an exterior sign attached to a business building, including supporting bracket, shall be a minimum of seven (7) feet above adjoining ground level except that one exterior directory sign of less than one square foot shall be permitted between ground level and seven (7) feet.
- (c) **Number:**
 In addition to the exterior directory sign permitted under Section III.C.3 above, the number of exterior signs attached to or apart from each business premises shall be no more than one (1) except when in the judgment of the Board of Selectmen acting under paragraph 5 below an unusual circumstance is found to exist such as, but not limited to, business premises with entrances located on two rights of way. Business premises are a building or buildings or part of a building occupied by one business.
- (d) **Calculation of Sign Area:**
 (1) Each face of a multi-faced sign or of a double faced sign shall be included so long as it can be seen from a public way or area open to the public.
 (2) For irregularly shaped signs, the area shall be that of the smallest rectangle that wholly contains the sign.
 (3) The area of a sign shall include the board or other material, including framing (visual or otherwise) of which the sign is a part. Areas of signs which are permitted to be painted on walls, doors, and windows shall be calculated the same as irregularly shaped signs.
- (e) **Sign Location:**
 (1) Signs shall be located below the eaves or parapet line of the building on which they are mounted.
 (2) Signs shall be mounted flush to the building facade and shall not be mounted so as to be at an angle to or extending out from the building. Pole signs or exterior signs standing apart from a building are not allowed unless approved by the Board of Selectmen under Paragraph 5 below.

5. Signs or illuminated signs erected or posted by the occupant of the premises to advertise goods or services offered on the premises for sale, hire or use, and approved by the Board of Selectmen subject to appropriate conditions, limitations, and safeguards stated in writing by the Board of Selectmen and made a part of the sign permit. For approval of a sign not otherwise allowed in the Chapter, the Board of Selectmen shall determine that (a) the applicant has a reasonable need for the sign, (b) there is a reasonable basis for exempting the sign from the applicable standards, and (c) the exemption of the sign from such standards will not have a substantial detrimental effect on the community. The owner and lessee(if any) shall make written application for such sign permit to the Board of Selectmen.



Town of Milton Sign Design Checklist

In an effort to quicken the pace of required reviews, the Sign Review Committee (SRC) has developed this companion to the *Sign and Façade Design Handbook*. Once the applicant and/or fabricator has reviewed the *Handbook* and submitted a design to the Building Commissioner, this checklist will be employed by Town staff for an administrative review. Designs that satisfy the checklist will receive an expedited review by the SRC. Technical assistance from the Planning Director and the Sign Review Committee is available; please contact Bill Clark at 617/898-4847 for help.

Prohibited Features

The following design elements are rarely, if ever, approved by the SRC or the Board of Selectmen:

- Back lit signs or illuminated awnings ("halo" lighting is acceptable)
- pylon signs
- Exposed neon lighting
- Moving Parts or messages
- Sandwich Boards or A-frames
- Projecting/protruding signs
- Protruding signs

Submit Permit Application and Fee to the Building Commissioner

Submittal packet must include the following, unless specifically noted.

- ❑ **Include 4 copies of elevation drawing.** Preferably at $\frac{1}{4}" = 1'$ scale.
- ❑ **Include material specifications.** This includes color swatches and construction and application methods.
- ❑ **Include 4 copies of sign drawings.** Preferably at $\frac{1}{2}" = 1'$ scale. Should show exact letter style and size, method of lighting, colors, and materials.
- ❑ **Include 4 copies of sign cross-section.** Preferably at $1" = 1'$.
- ❑ **Include 2 copies of a color photograph of the existing storefront or façade.**
- ❑ **OPTIONAL, please include 2 copies of photo illustration of proposed design.**

For Sign Design

- ❑ **Demonstrate Allowable Sign Area.** Multiply the width of the storefront by 2. This is your Allowable Sign Area in square feet.
- ❑ **Demonstrate total area of all proposed signs.** Measure from the extreme limits of the message or sign background, i.e., the smallest rectangle that wholly contains the sign or message.
- ❑ **Demonstrate window sign area.** Total window sign area may not exceed 30% of the total glass area or the difference between the Allowable Sign Area minus the area of the main sign, whichever is less.



SUSAN M. GALVIN
Town Clerk

TOWN OF MILTON MASSACHUSETTS

To Whom It May Concern:

This is to certify that the following is a true copy of Article 12 of the Warrant for the October Town Meeting held October 24, 2017 and of the vote passed thereunder.

ARTICLE 12 To see if the Town will vote to amend Chapter 10 of the General Bylaws known as the Zoning Bylaws by striking Paragraphs 3 and 5, of Section III.C by renumbering Paragraph 4 of Section III.C as Paragraph 3 and by adding the following new Paragraphs 4 and 5 to Section III.C:

4(a) Signs Permitted in the Business District. Signs, which are permissible in any residence district, are permissible in the business district. The following advertising signs, which are erected and maintained to advertise goods, services or businesses offered or conducted on the premises, are allowable in the business district by Sign Permit:

- (i.) Allowable Sign Area – Unless otherwise determined in accordance with the Sign and Façade Design Handbook, the total area of all signs erected on a lot shall not exceed two (2) square feet in area for each horizontal linear foot of the building façade(s) parallel to, or substantially parallel to, a street line.

However, if the primary façade is on a parking area, then said façade shall be used to determine the amount of allowable signage.

The area of a sign is the entire area within a single continuous perimeter, and a single plane, composed of a square, circle or rectangle which encloses the extreme limits of the advertising together with any frame, background, trim or other integral part of the display excluding the necessary supports or uprights on which such sign is placed.

- (ii.) Principal Signs – No more than two principal signs shall be allowed for each business establishment. A principal sign may be a flat wall sign, a projecting sign, or a freestanding sign. Unless otherwise determined in accordance with the Sign and Façade Design Handbook, the area and characteristics of principal signs shall be as hereafter specified and, if there shall be more than one principal sign, each such sign shall be of a different type.
 - (A) Wall Sign – The total area of all flat wall signs shall not exceed fifty (50) square feet on any one wall of the business establishment. Flat wall signs shall not project more than twelve (12) inches from the face of the wall. A flat wall sign may be located below the second story windows if any or the first story cornice, provided that it does not conceal any part of a window or significant



architectural details, does not go above the cornice or roof line, and its length does not exceed seven-eighths (7/8) of the facade of the business establishment.

(B) Projecting Sign – A Projecting Sign shall not extend beyond the curb line or more than 50 inches beyond the face of the building, exclusive of any supporting structure from the building. A projecting sign shall not be less than 8 feet from the ground level at the base of the building. Such sign shall not extend above the building shall not be more than six (6) square feet in area on each face shall not be more than six (6) inches in thickness, and shall not consist of more than two (2) faces. Each face shall count in computing sign area.

(C) Freestanding Sign—A freestanding sign shall not be a part of or attached to any building. It may be located elsewhere on a lot where it does not obstruct vehicular traffic sight lines or pedestrian traffic. A freestanding sign may pertain to any or all of the businesses located on a lot. A freestanding sign shall not have more than 2 faces, each of which shall count in computing sign area.

(iii.) Secondary Signs – If a business establishment consists of more than one building, or if a building has secondary frontage on a street or parking area, a secondary sign may be affixed to one wall of each building or to the second side. Unless otherwise determined in accordance with the Sign and Façade Design Handbook, the area and characteristics of secondary signs shall be as herein specified. Secondary signs shall not exceed one square foot for each horizontal linear foot of secondary frontage on a street or parking lot, and said area shall be limited to 50% of the area allowed for the principal sign.

(iv.) Directory Sign – If there are two (2) or more businesses on a lot, or if there are businesses without an entrance on the street frontage, a secondary directory sign may be permitted for the purpose of traffic direction and control. The size of the directory shall not exceed nine (9) square feet and shall be limited to 6 feet in height. Such a directory shall be included in the calculation of total allowable sign area for the lot.

(v.) Awning – Fabric awnings projecting from the wall of a building for the purpose of shielding the doorway or windows from the elements shall not be considered signs. Awnings shall contain no lettering or commercial images. Awnings shall be located such that significant architectural features and details are not concealed. Awnings shall have a traditional sloped form with no sides or valence and shall not extend unbroken beyond a single storefront.

(vi.) Sidewalk Signs – One “A” frame sidewalk sign per business premises may be permitted in addition to the other signs permitted; however at no time may there be more than one such sign within 150 feet of another such sign. Sidewalk signs are not permitted in the public street.

The sign shall be erected upon issuance of a 30-day permit. The Town Administrator shall issue permits on a first-come, first-served basis and maintain a waiting list if an existing permit has been issued for a business within 150 feet of the first. A permit may only be renewed if there is not an applicant on the waiting list to install a sign within 150 feet. Such signs are subject to the following conditions and any other conditions specified by the Building Commissioner:

(A) The sign shall only be displayed in front of the place of business.

- (B) The sign shall be placed so as to maintain at least 48" of sidewalk area in compliance with ADA requirements.
- (C) The sign shall not exceed 24" in width and 36" in height.
- (D) The sign shall advertise only the business on the premises.
- (E) The sign shall be free of sharp corners, protrusions and devices which could cause injury and shall be constructed with a cross-brace for stability and have sufficient strength to withstand wind gusts without moving.
- (H) The sign may be displayed only during business hours and must be removed thereafter.
- (I) Liability insurance coverage shall be carried, and evidence of same may be requested by the Building Commissioner. Said insurance shall cover personal injuries or property damage which may occur on account of such sign. Such liability insurance coverage shall include the Town of Milton as an insured in amounts specified by the Town Administrator.

- (vii.) Window Signs. Businesses may have advertising signs covering no more than 20% of the window area of the storefront. Signs positioned within the premises but with the principal effect of being seen through the window from the outside shall be subject to this requirement. Temporary advertising window signs displayed for a period not to exceed 60 consecutive days shall not require a sign permit but, in conjunction with other window signs, shall not cover more than 20% of the window area.

(b.) Application Submittal and Reference to the Sign Review Committee

—Any person desiring to erect, install, place, construct, alter, move or maintain an advertising sign in the business district shall apply to the Building Commissioner for a permit. The applicant for a sign permit shall submit a completed application in form and content as the Building Commissioner may specify. Electronic submissions may be required. The applicant shall be duly authorized by the owner of the business premises. Following receipt of the application and payment of a fee the Building Commissioner shall refer it to the Sign Review Committee which may request additional information in addition to the following:

- (i) An elevation drawing, including dimensional information for the sign, the building façade (if applicable), and the relationship of the sign to the frontage of the building.
- (ii) Material specifications, construction and application method.
- (iii) Sign drawing, including letter style, size and color.
- (iv) Sign cross-section.
- (v) A color photograph of the existing storefront or façade and the storefronts or facades to either side.
- (vi) Applicant's name, phone number, email and address. If the Applicant is a sign contractor, then the name of the owner of the business premises and the owner's phone number, email and address and the name, phone number, email and address of the owner of the business (if different).

- (vii) The allowable total sign area determined under Paragraph 4(a)(1) or the Sign and Façade Design Handbook and the proposed total sign area.
- (viii) In the event that an illuminated sign is sought, the design, type and model (if applicable) of the lighting equipment and the strength, color, type and intensity of the light emitted shall be specified as well as specifications showing compliance with the following:
 - (A) No sign shall use flashing, intermittent or unduly bright lights.
 - (B) No signs, other than barber poles and time and temperature displays shall have visible moving parts.
 - (C) Signs may only be illuminated by steady, stationary light which does not reflect or shine on or into neighboring properties or the street.
 - (D) A sign may be illuminated for a business operating after sunset only during its hours of operation.
- (ix) In the event that the total area of signs for which application is made exceeds the allowable area specified in subparagraph 4(a)(1) there shall be a detailed statement in the application showing good cause for additional allowable area.
- (c.) Action by the Sign Review Committee— Following receipt of the application and all required information, the Sign Review Committee shall schedule a public hearing at the expense of the applicant if the application seeks authorization of additional allowable area or if it seeks one or more illuminated signs. Otherwise, it may act on the application without a hearing. Public hearings shall require published notice and mailed notice at the expense of the applicant at least one week before the date of the hearing. Permissible action on an application shall include:
 - (i) The Sign Review Committee shall approve applications for unilluminated or illuminated signs meeting all requirements set out herein and all relevant standards and requirements in the Sign and Façade Design Handbook.
 - (ii) The Sign Review Committee may approve an application with conditions which ensure that all relevant standards and requirements are met.
 - (iii) The Sign Review Committee may deny an application upon a determination that relevant requirements or standards have not been met and that conditions would not be a reasonable cure.
 - (iv) The Sign Review Committee may allow additional allowable area for signs if good cause has been shown.

Within 60 days of receipt of the application the Sign Review Committee shall issue a proposed decision to the Building Commissioner who may accept it and issue a permit or who may refer the matter back to

the Sign Review Committee specifying the aspects of the proposed decision which did not reflect proper application of the relevant standards or requirements. If a matter is referred back to it, the Sign Review Committee shall act upon the Building Commissioner's comments and issue a revised proposed decision, which the Building Commissioner may accept and issue a permit or which the Building Commissioner may further revise and issue a permit, with a detailed explanation for the revisions. The Building Commissioner may also deny the permit with a written denial specifying the reasons for denial. The Building Commissioner shall mail or deliver copies of the permit or of the permit denial to Applicant, the Town Planner, the Town Administrator and the Sign Review Committee and file it with the Town Clerk.

- (d.) **Appeal to Board of Appeals.** An applicant, Board of Selectmen, Planning Board, the Sign Review Committee or person aggrieved by a permit issued by the Building Commissioner or denial of a permit may appeal to the Board of Appeals in the same manner as with an enforcement order of the Building Commissioner. In the event of an appeal the Building Commissioner after consultation with the Sign Review Committee may authorize temporary advertising signs during the continuance of the appeal.

[Alternate Paragraph (d)]:

Appeal to Board of Selectmen. An applicant, Planning Board, Sign Review Committee, or person aggrieved by a permit issued by the Building Commissioner or denial of a permit may appeal to the Board of Selectmen in the same manner as an appeal from an enforcement order of the Building Commissioner may be taken to the Board of Appeals; the Board of Selectmen shall establish specific procedures for such appeals. In the event of an appeal the Building Commissioner after consultation with the Sign Review Committee may authorize temporary advertising signs during continuance of an appeal.

[New Paragraph 5]

5. Sign and Façade Design Handbook. The Sign Review Committee subject to the approval of the Board of Selectmen, shall prepare, maintain and periodically update or revise a Sign and Façade Design Handbook. The handbook shall contain detailed standards and requirements for advertising signs in the business district including standards or requirements which may differ with the provisions of this Paragraph 4 as herein authorized .and to act on anything relating thereto.

VOTED. The Town voted to amend Chapter 10 of the General Bylaws known as the Zoning Bylaws by striking Paragraphs 3 and 5, of Section III.C by renumbering Paragraph 4 of Section III.C as Paragraph 3 and by adding the following new Paragraphs 4 and 5 to Section III.C: Advertising Signs in the Business District

4(a) **Signs Permitted in the Business District.** Signs, which are permissible in any residence district, are permissible in the business district. The following advertising signs, which are erected and maintained to advertise goods, services or businesses offered or conducted on the premises, are allowable in the business district by Sign Permit:

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However, if the primary façade is on a parking area, then said façade shall be used to determine the amount of allowable signage.

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 - (B) Projecting Sign – A Projecting Sign shall not extend beyond the curb line or more than 50 inches beyond the face of the building, exclusive of any supporting structure from the building. A projecting sign shall not be less than 8 feet from the ground level at the base of the building. Such sign shall not extend above the building shall not be more than six (6) square feet in area on each face shall not be more than six (6) inches in thickness, and shall not consist of more than two (2) faces. Each face shall count in computing sign area.
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 - (F) The sign may be displayed only during business hours and must be removed thereafter.
 - (G) Liability insurance coverage shall be carried, and evidence of same may be requested by the Building Commissioner. Said insurance shall cover personal injuries or property damage which may occur on account of such sign. Such liability insurance coverage shall include the Town of Milton as an insured in amounts specified by the Town Administrator.
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- (iii) The Sign Review Committee may deny an application upon a determination that relevant requirements or standards have not been met and that conditions would not be a reasonable cure.
- (iv) The Sign Review Committee may allow additional allowable area for signs if good cause has been shown.

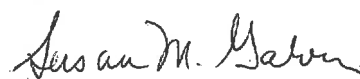
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- (d) Appeal to Board of Selectmen. An applicant, Planning Board, Sign Review Committee, or person aggrieved by a permit issued by the Building Commissioner or denial of a permit may appeal to the Board of Selectmen in the same manner as an appeal from an enforcement order of the Building Commissioner may be taken to the Board of Appeals; the Board of Selectmen shall establish specific procedures for such appeals. In the event of an appeal the Building Commissioner after consultation with the Sign Review Committee may authorize temporary advertising signs during continuance of an appeal.
5. Sign and Façade Design Handbook. The Sign Review Committee subject to the approval of the Board of Selectmen, shall prepare, maintain and periodically update or revise a Sign and Façade Design Handbook. The handbook shall contain detailed standards and requirements for advertising signs in the business district including standards or requirements which may differ with the provisions of this Paragraph 4 as herein authorized.

VOICE VOTE

The Moderator declared a two-thirds vote.

A true copy, Attest:


Town Clerk

Town of Milton, Massachusetts
Contract for Consultant Services Related to the
Drafting of Overlay Zoning in East Milton Square

This Contract is made this _____ day of _____, 2023, by and between the Town of Milton, Massachusetts, Milton Town Hall, Milton, MA acting by the Milton Select Board (hereinafter the “Town of Milton,” the “Town,” or the “Owner”), and Metropolitan Area Planning Council , a public body politic and corporate established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with a principal office located at 60 Temple Place, Boston, Massachusetts, 02111 (hereinafter the “Contractor”).

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide services related to the drafting of overlay zoning in East Milton Square in Milton, Massachusetts, as set forth in the Request for Proposals for same (“RFP”), issued by the Planning Board of the Town of Milton, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor’s services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall be for _____, commencing as the execution date above and ending _____ later. At the sole discretion of the Town of Milton, the term of this Contract may be extended for one (1) or two (2) additional years.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor’s Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP

Town of Milton, Massachusetts
Contract for Consultant Services Related to the
Drafting of Overlay Zoning in East Milton Square
Fifth Priority: Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Proposal, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

The Contractor shall submit a monthly invoice, in duplicate, to the Owner for work completed in accordance with this Contract during the month in question.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Milton, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

Town of Milton, Massachusetts
Contract for Consultant Services Related to the
Drafting of Overlay Zoning in East Milton Square

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Milton law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance - Combined single limit of \$1,000,000.
- d. Errors and Omissions Insurance – \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a “claims made” basis, each such policy of errors and omissions insurance shall be in effect for at least six (6) years following the termination of this Contract.
- e. Valuable Papers Insurance - \$100,000 each occurrence.
- f. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence

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and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

- g. The Town of Milton shall be named as an additional insured on each such policy of Commercial General Liability Insurance and shall reimburse the Contractor for the cost of doing so in the amount of \$250.00
 - h. The Contractor shall notify the Town no later than ten (10) days in advance of any cancellation or material amendment of the insurance coverages provided herein, with notice to the Milton Town Administrator, Milton Town Hall, 13 East Central Street, Milton, MA 01760.
 - i. Certificates evidencing such insurance in an electronic copy shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Milton or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
 - j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
 - k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
9. Indemnification

To the extent permitted by Massachusetts General Law, the Contractor shall compensate the Town of Milton for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by Massachusetts General Law, the Contractor shall indemnify, defend, and hold harmless the Town of Milton and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the willful or negligent act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose willful or negligent acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which

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arise out of the violation of any federal, Massachusetts or Town of Milton statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Milton, nor any of its officers, employees, boards, committees, commissions, agents and representatives, shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Milton statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the subject matter of this Contract, and that it is familiar with all sites which are the subject of this contract in the Town of Milton and with all conditions of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Milton and not as an employee of the Town of Milton. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Milton, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life

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insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except under current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Milton property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Milton shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Milton.

17. Criminal Background Screening

DELETED – NOT APPLICABLE

18. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this

Town of Milton, Massachusetts
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Contract upon written notice to the Contractor.

- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Milton Town Meeting of sufficient money to fund the Contract. Should Milton Town Meeting fail to appropriate necessary funds therefor, the Town of Milton shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a or 19b above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

- . Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a

Town of Milton, Massachusetts
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party shall have notified the other party in accordance with this Section.

If to the Town: Milton Town Administrator
 Milton Town Hall

With copies to: , Esq.
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor: Marc Draisen
 Metropolitan Area Planning Council
 60 Temple Place
 Boston, MA 02111

21. Miscellaneous Provisions

a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.

d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release

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such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any 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.

i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

k. Prevailing wage rates shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status,

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veteran status or membership in the armed services, the receiving of public assistance, and handicap.

m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.

n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.

o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Milton shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

p. This Contract may be amended only by written consent of the parties.

q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated. By their signature below, the Contractor warrants that they have the appropriate authority to bind the Contractor to this Contract.

r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

s. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

u. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left intentionally blank.]

Town of Milton, Massachusetts
Contract for Consultant Services Related to the
Drafting of Overlay Zoning in East Milton Square

The Town of Milton, Massachusetts

Contractor:

by: its Town Administrator, authorized
by a vote of the Select Board: _____

by:

Signature

Signature

Nicholas Milano
Printed Name

Printed Name

Town Administrator
Title

Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor,
and that the Town Administrator is authorized to execute this Contract and to approve all
requisitions and execute change orders.

Town Accountant, Town of Milton

Dated: _____

APPROVED AS TO FORM:

Kevin S. Freytag, Esq.

Dated: _____

February 2023

TOWN OF MILTON REQUEST FOR PROPOSALS

Subject: East Milton Square Zoning

East Milton Square



Photo: MAPC, all rights reserved.

Proposal Submitted by:

Metropolitan Area Planning Council

60 Temple Place, Boston MA 02111

617-451-2770

Contact: Chris Kuschel | ckuschel@mapc.org



TRANSMITTAL LETTER

February 2, 2023

Attn: Tim Czerwinski, Director of Planning & Community Development
Milton Town Office Building | 525 Canton Avenue | Milton, MA 02186

Dear Mr. Czerwinski:

Rezoning East Milton Square presents a tremendous opportunity for the Town of Milton to build on a variety of recent planning and infrastructure projects by implementing a transformative vision for this historic commercial district. After reviewing the request for proposals, MAPC is confident that we are an ideal partner to work with the Town and the East Milton Square community to develop zoning that can be adopted and implemented in the near-term.

As the Regional Planning Agency for Greater Boston, MAPC has provided technical assistance to Milton on a variety of projects in recent years, including hazard mitigation planning and bike and pedestrian planning. MAPC also provided the initial data analysis that served as the foundation for the first phase of the East Milton Square zoning study. Beyond these Milton projects, MAPC has extensive expertise in drafting zoning and design guidelines for mixed-use areas, including recent work in Salem, Rockport, Scituate, and Norfolk. MAPC has also studied the evolution of zoning for downtown commercial corridors, notably the incorporation of form-based code elements to advance context-sensitive redevelopment. These projects demonstrate that MAPC staff are well-prepared to work with the Town and Milton community at-large to advance the vision for East Milton Square outlined in the Barrett Report.

MAPC's planning processes are comprehensive yet nimble. We are experienced in adapting to unforeseen challenges and opportunities, facilitating frank conversations around known and unexpected challenges and opportunities, and we are committed to getting the work done on time and on budget. We are willing to attend evening and other meetings as needed, meet tight deadlines, and provide professional products along every step of the process. We are equally comfortable facilitating in-person, remote, and hybrid meetings. Our work is both data- and community-driven. We are experts at collaboration – from local officials and decision-makers to board volunteers and municipal staff, subject matter experts to resident and business community stakeholders. MAPC is committed to reaching out to constituencies that tend to be under-represented in the planning process, including people of color, owners of small businesses, tenants, youth, and seniors. We welcome conversations with all stakeholders, hearing concerns firsthand, addressing misconceptions, and fostering broad understanding of planning and policy issues. This work style results in community-focused planning that reflects public feedback.

This proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed proposals, or from the date upon which this RFP is cancelled, whichever occurs first. Should you have any questions about our proposal or team, please do not hesitate to contact Principal Planner and Land Use Manager Chris Kuschel, AICP at ckuschel@mapc.org.

We hope to work with the Town of Milton and its residents on this important forward-looking project.

Sincerely,



Marc D. Draisen, Executive Director

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Local Understanding

Although an Inner Core community, Milton is unique within the subregion, as it straddles the urban context of adjacent Boston and the suburban communities of the South Shore. It is characterized by historic development patterns of predominantly owner-occupied, single-family houses on small lots and commercial districts that align with historic infrastructure, transit, and roadway patterns. Milton is also shaped by extensive areas of open space, particularly in the Blue Hills Reservation and along the Neponset River. Milton is becoming increasingly appealing to young professional couples and families who want to own a single-family house in proximity to more urban amenities.

Since the completion of the Milton Master Plan in 2015, the Town has engaged in an array of important planning studies, including a housing production plan, a hazard mitigation plan, and a bike/pedestrian plan. The Town has also focused on its historic commercial districts, including Milton Village and Central Avenue in the northern part of the town and East Milton Square in the eastern part. These commercial districts include a mix of uses and are a logical location for new growth to occur in the form of infill and redevelopment due to increasing market demand.

The Town is now poised to complete the third and final phase of a three-phase project to rezone East Milton Square, the largest commercial district in Milton. The Town wishes to unlock the neighborhood's potential to evolve into a vibrant and welcoming neighborhood center. Doing that will require updated zoning regulations that meet the neighborhood's vision. As with many communities, existing regulatory barriers like zoning would not allow the type of development that will achieve this vision. Developing new regulations will require an iterative approach that involves stakeholders, Town officials, residents, business owners, property owners, and business customers.

Building off of previous planning work, now is the time to use zoning to transform East Milton Square into a destination in and of itself. This can happen by allowing mixed-use development and multifamily housing at a context sensitive scale and with high quality design. By adopting new zoning, Milton will also build on the momentum of completing the deck over Interstate 93 and installing new pedestrian and bicycle infrastructure to create a sense of place in East Milton Square.



Photos: Wikimedia Commons.

Process

Our approach will result in a planning process that is open, inclusive, and transparent, and zoning that reflects the community's vision for East Milton Square. To do this, we will draw on our agency's expertise in planning best practices throughout the Metro Boston region, with a particular focus on data-driven analysis and community-centered planning. MAPC's planning work is supported by a robust Data Services department, equipped with spatial analysis tools and experience in both quantitative and qualitative research methods. Our work is also supported by an innovative Community Engagement department that prioritizes working with local stakeholders and using creative approaches to build relationships with community members.

As a regional planning agency, MAPC places a premium on understanding a place within its local and regional context. In the case of East Milton Square, this includes considering how the area serves residents in neighboring Quincy as well as residents in Milton. It also involves studying the role of anchor businesses and institutions, such as the Milton Art Center and the Fruit Center Marketplace, in drawing local and regional traffic to the area. In addition, if the Town chooses to consider the proposed East Milton Square overlay zoning as a district for compliance with Section 3A of M.G.L. Chapter 40A, MAPC is prepared to develop the zoning in a way that would comply with state guidelines.

From MAPC's prior work in Milton and reviewing past plans for East Milton Square, we have identified some potential community challenges that will likely be front and center of public conversations as zoning is drafted. Some of these challenges may include adequate parking to support businesses while minimizing curb cuts and enhancing the public realm; dimensional standards that support development in line with public preferences for urban design; access to housing choices, particularly Affordable housing; impacts from climate change; balancing the preservation of historic structures with new construction; and planning fatigue after successive studies and projects focused on this area. MAPC embraces community challenges and anticipates facing these head-on during the zoning process. To do this, we will facilitate conversations with the public and local officials to identify ways to address these challenges and move forward with adopting the proposed zoning.

Given the highly collaborative nature of past planning efforts for East Milton Square, it is important to include key decisionmakers and stakeholders in the process. MAPC often recommends establishing a specific committee to guide the process. In this case, such a committee could include members of the Planning Board, the Master Plan Implementation Committee, and the East Milton Square Working Group, in addition to any other local stakeholders that the Town recommends. The committee will serve as an important source of local knowledge, as ambassadors to the community, and as advocates for the proposed zoning. The Town will be responsible for confirming membership of this committee and providing the point of contact for organizing meetings.

Robust public engagement is another critical component of a successful planning effort and is detailed further below. MAPC will work with the working group committee to find ways to reach groups who have not traditionally been active or represented in planning processes in Milton. These groups could include younger

residents, residents with lower incomes, renters, people of color, veterans, and other underrepresented groups. MAPC and the working group committee will work to meet these community members where they are and provide space for them to feel empowered to participate. This inclusive process will ensure that zoning regulations are reflective of the needs of current and future residents.

Engaging the Community

MAPC has more than a decade of experience with equitable and creative community engagement in the Metropolitan Boston region. MAPC's in-house Community Engagement Department specializes in designing award-winning engagement strategies that are appropriate for all kinds and sizes of projects, and that address a range of planning and community development challenges. Through this work, MAPC regularly and effectively navigates complicated and hard conversations, communicates complex trade-offs in the planning process, and facilitates difficult conversations between and among stakeholders with conflicting and competing interests and priorities. Zoning, especially the type of zoning that facilitates the production of additional housing, can be controversial, and MAPC has extensive experience with these types of projects.

Community Engagement Strategy

MAPC leads and develops strategies for robust resident outreach and coordinates public participation activities which prioritize the engagement of underrepresented communities. We will work collaboratively with the Town and community partners to identify key leverage points in data, community relationships, and communications to establish a well-rounded and inclusive community engagement plan for East Milton Square. Our goal is to ensure that participants gain knowledge and feel heard through their engagement in our projects.

In addition to developing partnerships, we will design and facilitate an array of engagement strategies, such as focus groups, large public forums, open houses, interviews, branding, social media, and press. Each engagement opportunity is strategically designed and placed during the planning process to provide community members with appropriate opportunities to participate and to provide the project team with an opportunity to collect important and meaningful data. We often collaborate with community partners on unique events that go beyond the typical public forum, such as outdoor open houses, joint events with other community organizations, and pop-up events in the community. Our priority is to always meet our partners and community members where they are and to ensure that engagement is as fun and accessible as possible.

We also specialize in communicating complex planning topics to community members. We strive to ensure that messaging, materials, and writing are both clear and direct. In service of this, we work with MAPC's Communications Department to develop materials ranging from Planning 101 trainings, to zoning process flow charts, to FAQs and Glossaries. We work with community partners to ensure that our materials are understandable and tailored to their and the community's needs.

Equity

A core component of MAPC's engagement work is ensuring an equitable, transparent, and accessible process. MAPC strives to ensure that community groups that have not traditionally been active in planning processes in the community are engaged early in the process. We will accomplish this by utilizing

PROJECT APPROACH

culturally competent engagement strategies and providing safe spaces where community members feel able and empowered to participate. This often includes bringing planning conversations to community spaces, providing in-language facilitation and/or facilitation with interpretation, collaborating with community leaders on outreach and public events, training community members on outreach, engagement, and facilitation, and utilizing a thorough qualitative methodology to analyze and understand community feedback. In addition, we often provide compensation, to the extent we are able, to engagement participants in recognition of the lived expertise they bring to their involvement.

Accessibility

MAPC is deeply committed to ensuring that our community engagement activities and materials are accessible to as many community members as possible. In support of this, we work to communicate in plain language, provide interpretation and translation, and utilize best practices for community members who are hard of hearing or have low vision.

Virtual and Hybrid Engagement

In addition to our expertise in leading in-person outreach and engagement processes, MAPC is a national and state-wide leader on virtual engagement strategies, including producing widely used Shared Practices for Engagement in Virtual Meetings. As part of this work we assisted the Towns of Dedham, Norwood, and Stoughton in adapting their Representative Town Meetings to Zoom, including developing novel solutions to each Town's respective procedures and practices and a training to prepare Town Meeting Members to engage in Town Meeting virtually. In addition, we have recently started working with several Digital Engagement Platforms that provide participants an opportunity to engage in surveys and maps at their own pace.

After our communities began returning to in-person events, MAPC embarked on a comprehensive research project to identify, pilot, and implement hybrid best practices (the Hybrid Engagement Hub), both for simultaneous in-person and virtual events and on-demand opportunities. We regularly plan and implement hybrid engagement events, ranging from hybrid committee meetings to large public forums. We have also presented about our hybrid work and research at several conferences nationally, including a Peer Exchange with the Minnesota Department of Transportation and at the Northern New England APA Conference. MAPC designs and implements both synchronous (e.g., in-person events) and asynchronous (e.g., online open houses) engagement options.

Creative Engagement

MAPC also brings expertise in unique, innovative, and creative engagement strategies to all our projects. We develop out-of-the-box strategies that are tailored to the specific needs of individual projects while providing stakeholders with meaningful and exciting ways to become involved. This can include a myriad of options including creative placemaking, tactical urbanism, games, interactive digital engagement tools and platforms, participant and committee member trainings, text campaigns, and more. We center the work in partnership with community organizations and make sure we bring a collaborative approach to sharing information and developing solutions with the community we are serving.

Work Plan + Methodology

PROCESS

The Town has recently completed planning for East Milton's future, and now seeks to implement this plan through new zoning. MAPC has worked on numerous zoning projects that followed this format, both where MAPC prepared the initial plans, and where MAPC built off a neighborhood plan completed by a different consultant. Recent successful projects that have followed this format include mixed-use zoning overlay districts in Salem, Rockport, and Scituate. In all cases, drafting zoning is an iterative process. As such, we propose a work plan that builds in opportunities to solicit feedback from key stakeholders and incorporate that feedback into the zoning; this will allow us to refine the details along the way. Our work plan also acknowledges that work has already been done to understand the existing conditions in East Milton Square and develop a vision for the zoning, so we aim to build off of that previous work.

PHASE 1: DATA REVIEW AND KICK-OFF

Phase 1 will focus on a review of the previous East Milton Square planning work and initial draft vision for the zoning as identified in the Barrett Report. In particular, MAPC will review:

1. Milton Zoning Bylaw, particularly the sections on dimensional and use restrictions in the business district
2. Railway Village Historic District National Register of Historic Places Registration Form (2000)
3. Milton Master Plan (2015)
4. ULI Technical Assistance Panel Report: East Milton Square (2019)
5. Looking Forward: East Milton (2021)
6. East Milton Local Rapid Recovery Plan (2021)

MAPC will also use its inventory and Town-provided GIS data to assist with various relevant types of spatial analysis.

PROJECT APPROACH

Another aspect of this phase is a kick-off meeting with project partners (e.g., Planning Board, Master Plan Implementation Committee, Town staff) to discuss potential roadblocks and specific areas for refinement. At this stage, a working group will be established to guide the project and provide regular feedback; the group will also be expected to act as ambassadors to promote the adoption of the zoning among the group's various constituents. This group could be the East Milton Square Working Group as a whole, a subset of the Group, and/or include other stakeholders (e.g., landowners). MAPC will develop materials for an initial presentation with the committee that builds on previously developed materials from the Barrett Report with expanded details on directions for the draft zoning bylaw. The first working group meeting will set the tone and expectations for the project process, so it will be facilitated to allow for a robust conversation, while ensuring that clear guidance is provided for refining the draft bylaw.

There are two key decision points related to the zoning that should be made as part of this first phase. First is confirmation that the Town wishes to develop an overlay district, rather than new base zoning or modifications to existing zoning. There are benefits and drawbacks to the various approaches, and MAPC wants to ensure that the format is optimal to achieve the Town's needs, while taking into account political considerations. Second, MAPC suggests the Town consider whether incorporating high quality, context-sensitive design into future development would be best achieved through external design guidelines versus design standards incorporated into the bylaw itself. This latter approach, often called a form-based code, has a number of benefits, such as required design standards. On the other hand, design guidelines, while advisory, can be updated through adoption by the Planning Board, rather than require approval at Town Meeting. MAPC has extensive experience with both approaches and will work with the Town to identify an approach that is best for East Milton Square.

This task will also include the development of the community engagement strategy for the project to identify effective methods for gathering input and presenting zoning concepts. A goal of this strategy will be to avoid planning fatigue while still ensuring robust public participation. Based on prior work with Milton, MAPC recommends providing interpretation and translation services in Spanish and Mandarin to reach more impacted community members.

PHASE 2: PREPARATION OF DRAFT ZONING CONCEPTS

Based on feedback from Phase 1, MAPC will develop draft zoning concepts that includes dimensional, use, and other regulations as appropriate. To support this work, MAPC will inventory the East Milton Square district to understand the context and defining elements of the area (e.g., building typology, architecture, public realm). In conjunction with the project partner, MAPC will also facilitate neighborhood engagement to aid in the drafting of initial zoning approach. The format of this engagement will be determined as part of the development of the overall project community engagement strategy; some options include an online workshop that allows for collaborative brainstorming using Jamboard and breakout rooms; an asynchronous survey sent out to local businesses, residents, and other key stakeholders; interactive mapping; and drop-in "office hours." The goal of this engagement will be to solicit opinions on the draft zoning concepts to identify a preferred zoning approach. It also provides an opportunity to further explain the technical and nuanced aspects of zoning in smaller settings. The project partner will review and provide feedback on the draft zoning concepts, which will then be presented to the working group for discussion. This second working group meeting will focus on reviewing the draft zoning concepts and refining the approach for incorporating design principles.

Phase 3: Preparation of Draft Zoning Language and Design Guidelines

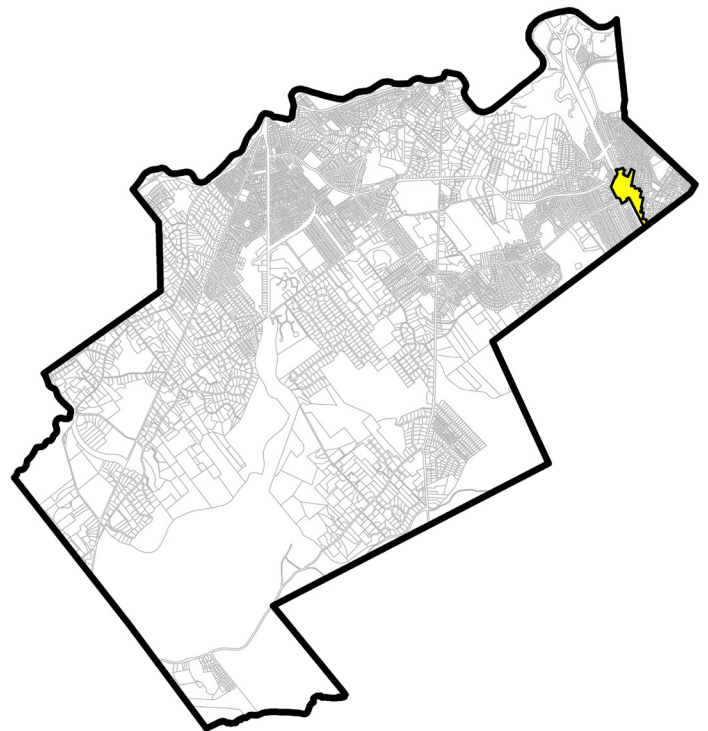
Building off of the feedback from Phase 2, MAPC will prepare draft zoning and design language. The project partner will review and provide feedback on the draft bylaw and design elements, which will be further refined in advance of a third working group meeting. This third working group meeting will focus on reviewing the draft zoning language and design guidelines.

This phase will also involve the hosting of a public forum that provides an opportunity for the community to learn about and provide feedback on the draft East Milton Square zoning bylaw. MAPC will develop a set of materials to effectively communicate the provisions of the draft overlay district. In addition to a presentation, materials may include a one-page summary document, various educational materials, and a translation of the draft bylaw into a relevant language. The materials will likely include diagrams, graphics, or other visualizations to effectively communicate the implications of the zoning. The presentation will review previous plans and studies, including the Barrett Report, to provide continuity with the zoning implementation aspect.

As part of the iterative approach to this work, MAPC will update the draft bylaw based upon the feedback, share with the committee, and further refine based on its feedback.

Phase 4: Preparation of Final Zoning for Preferred Zoning Approach

Guided by the direction provided by project partners, the working group committee, and the public, MAPC will prepare final zoning and design regulations. The Town's General Counsel will review the bylaw and recommend any appropriate modifications. MAPC will meet a final time with the working group for a final review and ensuring their support among their constituents. MAPC will develop a presentation and any other associated materials for a public hearing with the Planning Board. Town staff may provide the presentation, in which case MAPC will be present to assist with answering questions and providing any other needed support. MAPC will also develop materials for Town Meeting and will attend if the Town deems it appropriate.



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Project Schedule

Below is a proposed schedule for the East Milton Square rezoning process, based on MAPC's experience and capacity to execute the work. The timeline may shift in response to the Town's input and knowledge of conflicts, such as previously-scheduled meetings or events; Committee availability; or any changes to the scope initiated by the Town. All tasks related to public events will also include promotional materials. Dates are based upon project commencement.

Phase 1: Data Review and Kick-off

Months 1-2

Review of past planning studies

Data analysis

Draft community engagement strategy

Initial consideration of zoning district

Key Meetings: Committee Working Group

Key Milestones/Deliverables: Public engagement strategy, Presentation to Committee, initial decisions to guide zoning development

Phase 2: Preparation of Draft Zoning Concepts

Months 3-7

Outreach to various stakeholders

Development of initial zoning concepts

Note: This is an interactive process where feedback continually informs and updates the concepts

Key Meetings: 1-2 Committee meeting(s), Public forum 1

Key Milestones/Deliverables: Presentation(s) of initial zoning concepts, including landscape and architectural visualizations and outline of design guidelines

Phase 3: Preparation of Draft Zoning Language and Design Guidelines

Months 8-10

Refinement of zoning and design concepts

Development of zoning language and design guidelines

Key Meetings: 1-2 Committee meeting(s), Public forum 2

Key Milestones/Deliverables: Draft zoning, refined landscape and architectural visualizations, draft illustrated design guidelines

Phase 4: Finalization and Adoption

Months 11-12

Finalization of zoning and design guidelines

Preparation for Public Hearings and Town Meeting

Key Meetings: Committee Meeting, Public Hearing

Key Milestones/Deliverables: Final zoning, Materials to support adoption

Project Team

MAPC plans to assemble the following project team for the East Milton Square zoning. These professionals are well-versed in initiating, facilitating, and completing projects similar in size and scope to this project. These staff have already committed to their availability, based on the outlined project schedule, and are prepared to carry out all associated work. All staff will contribute to community engagement efforts, such as preparing content and staffing events.

The team will be led by Chris Kuschel as the project manager. It will be supported by Josh Fiala and Sarah Scott from the Land Use Department, as well as Christian Brandt from the Community Engagement Department. Below is a brief description of each staff person's relevant experience and contribution.

Project Manager Chris Kuschel. Chris provides a variety of planning services to help the MAPC region grow sustainably. Working with members in various divisions within MAPC, Chris focuses largely on downtown and equitable transit-oriented development projects, zoning, neighborhood vision plans, and master plans. Chris has led projects in numerous communities across Greater Boston drafting zoning bylaws and preparing recommendations and implementation strategies. He has particular interests in incorporating form-based code into zoning. He is also co-author of the recent MAPC research report, [Rethinking the Retail Strip](#), which looks at the potential for redevelopment opportunities at strip malls, a project that has garnered regional and national attention. Chris frequently speaks on these topics at local and national conferences. He will be responsible for monitoring progress towards the execution of East Milton Square Zoning and ensuring the project proceeds in accordance with the timeline, budget, and goals.

Land Use The zoning and design guideline preparation will be led by Chris Kuschel and supported by two additional staff persons from MAPC's Land Use Specialists Division. **Josh Fiala**, Principal Planner, has a vast portfolio working with communities to prepare Town Center revitalization plans, visioning for transit-oriented development, redevelopment studies for walkable and dense housing typologies, and revisions to zoning bylaws to support economic development. Josh has worked previously in Milton, having managed the Milton Village Mixed-Use Zoning and Build-Out Analysis where based on a community vision, mixed-use zoning was developed in close communication with the Master Plan Implementation Committee. This work also included a build-out analysis showing the potential results of proposed zoning to assist in communication. **Sarah Scott**, Regional Planner, has over three years of experience drafting and implementing zoning for the City of Cambridge, MA. This experience includes developing innovative zoning standards to align with the City's climate

TEAM QUALIFICATIONS

resilience planning, staffing zoning advisory committees for Harvard and Central Square, reviewing mixed-use development projects, providing expertise to the Cambridge City Council and the Cambridge Planning Board on zoning techniques, and spearheading several initiatives to encourage greater public understanding of zoning and engagement with the development review process. With MAPC, Sarah is currently working on drafting zoning for Rockport, Maynard, Acton, Norfolk, and Belmont that seek to promote mixed-use, smart growth revitalization strategies while recognizing the cultural significance of historic buildings and development patterns. She is well-versed in contemporary zoning issues facing communities like Milton and preparing recommendations and implementation strategies that align with relevant plans.

Community Engagement and Communications: The East Milton Square zoning's robust community engagement strategy will be led by MAPC's Community Engagement Department. MAPC's Communications Department will support outreach by providing design and writing expertise to ensure project deliverables and materials are accessible and understandable to the general public. **Christian Brandt**, Community Engagement Manager, works with MAPC staff to design and implement comprehensive community engagement strategies for the agency's projects. This work often includes creating hands-on outreach activities, planning public events, designing and facilitating public meetings and focus group, and mobilizing new and existing allies for particular projects. Across every project, Christian's focus is to create opportunities for participatory, collaborative, and meaningful community engagement and community self-determination in urban planning. Christian uses his planning education and background in case management to ensure that engagement opportunities are just, accessible, and empowering and that stakeholders feel they have a voice in their community's future.

Project Staffing



Chris Kuschel, AICP

LAND USE MANAGER AND PRINCIPAL PLANNER

Mr. Kuschel provides a variety of planning services to help the MAPC region grow sustainably. Working with members in various divisions within MAPC, he focuses largely on equitable transit-oriented development projects, zoning, neighborhood vision plans, and master plans.

RECENT EXPERIENCE

Salem Bridge Street Neck Vision Plan and Zoning: Wrote a visioning plan and drafted a mixed-use zoning overlay district for commercial corridor in Salem's oldest neighborhood. The project involved coalescing numerous stakeholders around a shared vision and developing detailed recommendations to grow the district while preserving the neighborhood's historic heritage. The final product included a high-quality, graphics-rich vision plan and a first draft of a new overlay zoning district.

Rockport TOD and other zoning: Facilitated a community process to develop a plan for the town's station area. This was followed by the development and adoption of zoning to implement the plan, as well as complementary bylaws to achieve the Town's housing goals, including accessory dwelling units, open space residential design, and other changes to recodify the Town's bylaws.

Concord Thoreau Depot Vision, Zoning, and Design Guidelines: Building off the Town's recent master plan, this project seeks to revitalize Concord's station area through a detailed vision and zoning. The proposed zoning refines the existing zoning to incentivize redevelopment and ensure that growth is compatible within the town context.

North Scituate Zoning: Developed zoning for one of the town's villages, integrating the regulations into the framework of the town's existing form-based code.

Chris Kuschel, AICP

LAND USE MANAGER AND PRINCIPAL PLANNER (cont.)

Ashland Downtown Zoning: Working with the town to modify its existing downtown zoning to clarify and simplify the regulations, review the boundaries, and ensure that future development is compatible with the town's vision.

Rethinking the Retail Strip: Led development of a research initiative within the framework of “retrofitting the suburbs” to identify redevelopment opportunities at strip malls and related shopping plazas. The research quantified the amount of space occupied by all strip malls in the region, calculated development potential and related impacts, and prioritized these sites based upon suitability. The project then identified the various local and state policy mechanisms to help facilitate redevelopment.

Canton Junction Plan and Zoning: Developed a vision and associated zoning to revitalize the area around the Canton Junction station. The plan included examples of developments that could occur based on the proposed zoning, a fiscal impact analysis of various sites, and a financial feasibility analysis for a key parcel.

Woburn Commerce Way Plan and Smart Growth Overlay District (Ch 40R) Zoning and Design Guidelines: Developed a holistic, multi-disciplinary plan for a mile-long corridor in Woburn. A part of the project included the drafting of the state's Chapter 40R zoning and associated design standards. This involved collaboration with City officials, DHCD, and the developer.

Framingham Central Business District Design Guidelines: Created design guidelines to foster a walkable and revitalized downtown.

EDUCATION

Harvard University Graduate School of Design, MA in Urban Planning, 2012

Brandeis University, MA in Economics and Finance, 2004

Brandeis University, BA in Economics and Art History, 2003



Josh Fiala, AICP, AIA, LEED AP

PRINCIPAL PLANNER

Mr. Fiala joined MAPC in 2016 and has brought 20 years of planning, urban design, and architecture experience to the staff. Mr. Fiala's career has focused on planning closely linked to urban design and leverages the multi-disciplinary perspective of an architect, planner and urban designer that has worked with developers, cities, and towns, to positively shape the physical environment. At MAPC this work has included district plans, master plans, design guidelines, mixed-use zoning districts, visioning, development build-out analyses, and site redevelopment studies. Prior to joining MAPC, Mr. Fiala was an Associate and Urban Designer at The Cecil Group, a multi-disciplinary planning and design consultant firm in Boston. While earning his Master in City Planning he worked as a Planning Intern with the Boston Redevelopment Authority. Mr. Fiala started his career as an architect in Boston, serving as a Job Captain with Beacon Architectural Associates.

RECENT EXPERIENCE

Vision of Tomorrow: Wrentham Master Plan 2030: a town-wide master planning process that provides the basis for decision-making in Wrentham for the next 10 years. The Wrentham community evaluated the town's strengths and challenges and envision the type of community Wrentham would like to be in the future. This plan engaged the community through two phases of work that included online surveys, community forums, focus groups, and the thoughtful stewardship of a Master Plan Committee.

Norfolk B-1 Zoning Study: A district rezoning effort for Norfolk to improve the mixed-use zoning to support activity and investment in the town center. Working closely with the B-1 Committee, Planning Board, and Advisory Committee to bring zoning recommendations to successful adoption at Town Meeting.

Medford Square Master Plan: A district master plan to establish key priorities for improving the City's downtown. The community-based process developed a Community Vision and Goals that framed the master plan strategies and actions. The process involved stakeholder interviews, community forums, presentations to the City Council, and illustrating principles and concepts of the plan.

East Dedham Square Design Guidelines: A set of design guidelines for a neighborhood business district that provide a vision statement for the square, principles for design, and detailed guidelines to improve the quality of private and public investments in streets, sites, buildings, facades, landscapes, and signs in the district.

Josh Fiala, AICP, AIA, LEED AP

PRINCIPAL PLANNER (cont.)

Wrentham Town Center Zoning and Design Guidelines: Recently approved Town Center Zoning was the result of an intense and extensive community visioning process for 50 acres of former industrial properties in the Town Center. The vision, zoning and design guidelines set the stage for private redevelopment positioned to extend the historic and walkable center to include several new blocks of mixed-use activity and additional higher density residential investment.

Milton Village Mixed-use Zoning and Build-out Analysis: Based on a community vision, mixed-use zoning was developed in close communication with the Master Plan Implementation Committee and community to address concerns and consistency with the vision. A build-out analysis showing the potential results of proposed zoning was developed to assist in communication.

EDUCATION

Massachusetts Institute of Technology MA in City Planning with an Urban Design Certificate, 2009

Ball State University Bachelor of Architecture and Bachelor of Science, 2001

AFFILIATIONS AND MEMBERSHIPS

American Institute of Certified Planners (AICP) Certificate 025485 (2012-Present)

Massachusetts Registered Architect (RA) License 20452 (2006-Present)

Boston Society of Architects Member (BSA) (2001-Present)

American Institute of Architects Member (AIA) (2001-Present)

Leadership in Energy and Environmental Design Accredited Professional (LEED AP) (2006-Present)



Sarah Scott

REGIONAL PLANNER II

As part of the Land Use team, Sarah works with cities and towns to study land use patterns, develop policy recommendations, and revise zoning ordinances.

RELEVANT EXPERIENCE

Metropolitan Area Planning Council, Boston, MA

Regional Land Use Planner II, 2022 – present. Current projects include a visioning plan for Lynnfield, a zoning study and recommendations for Maynard and Acton, a site redevelopment study for Norfolk, a zoning recodification for Rockport, and an analysis of multifamily properties for Framingham and Natick; also involved in various projects related to environmental sustainability and historic preservation.

Community Development Department, Cambridge, MA

Associate Zoning Planner, 2019 – 2022. Drafted zoning standards to align with the City's climate resilience planning, staffed zoning advisory committees for Harvard and Central Square, reviewed major development projects, provided expertise to the Cambridge City Council and the Cambridge Planning Board, and spearheaded several initiatives to encourage greater public understanding of and engagement with the development process.

National Park Service, Hagerstown, MD

Future Park Leaders of Emerging Change Intern at CHOH, 2018. Developed and executed a research project to provide recommendations to management at the Chesapeake and Ohio Canal National Historical Park on how to improve their cultural resource management program by integrating climate and disaster planning.

Delaware Valley Regional Planning Commission, Philadelphia, PA

Healthy Communities Planning Intern, 2017. Contributed to two planning projects – Eat Local Montco, a local food promotion strategy for Montgomery County, PA, and a master plan health element for Camden, NJ – by collecting existing conditions data, identifying best practices, and drafting recommendations.

EDUCATION

University of Pennsylvania, MCP, Land Use and Environmental Planning, 2019

University of Pennsylvania, MSHP, Preservation Planning, 2019

Vassar College, B.A. in American Studies, French and Francophone Studies, 2012



Christian Brandt, AICP

COMMUNITY ENGAGEMENT MANAGER

On the Community Engagement Team, Christian works with MAPC staff to design and implement comprehensive community engagement strategies for the agency's projects. This work often includes creating hands-on outreach activities, planning public events, designing and facilitating public meetings and focus group, and mobilizing new and existing allies for particular projects. Across every project, Christian's focus is to create opportunities for participatory, collaborative, and meaningful community engagement and community self-determination in urban planning. Christian uses his planning education and background in case management to ensure that engagement opportunities are just, accessible, and empowering and that stakeholders feel they have a voice in their community's future.

RELEVANT EXPERIENCE

Metropolitan Area Planning Council, Boston, MA

Community Engagement Manager, Duties include designing and implementation of comprehensive community engagement strategies for the agency's projects. This work often includes public meeting facilitation, outreach design and implementation, networking, training, coalition building, qualitative research and design..

City of Cambridge, Housing Division

Graduate Housing Assistant, Oct. 2016-Nov. 2018, Compiled, analyzed, and evaluated data for the Inclusionary Housing Rental Program regarding accessibility, rental policies, and development.

Community Action Agency of Somerville

Tisch Summer Fellow, June 2017-Aug. 2017, Supported the Community Outreach/ Organizing team's organizing work, including organizing affordable housing tenants. Researched grant funding for community organizing, researched expiring affordable housing units in Somerville.

FamilyAid Boston

Case Manager, Jan. 2014-August 2016, Provided supportive services to families in a community based shelter program. Devised and implemented rehousing plans that assist families' transition to permanent housing.

EDUCATION

Tufts University, MA, 2018, Urban and Environmental Policy and Planning

Dartmouth College, BA 2012, Anthropology, Rockefeller Senior Honors Thesis

AFFILIATION

American Institute of Certified Planners (AICP) Certificate, 2020-present

MAPC

References

Salem Bridge Street Neck Plan and Zoning

Amanda Chiancola, Deputy Director, Department of Planning & Community Development

achiancola@salem.com, (978) 619-5685

Rockport TOD Plan and Zoning, Accessory Dwelling Unit bylaw, Open Space Residential Design bylaw

Jason Shaw, Chairman of the Planning Board

jshaw@rockportma.gov, (518) 755-3766

North Scituate Village Zoning

Karen Joseph, Town Planner

kjoseph@scituatemass.gov, (781) 545-8837

Ashland Downtown Zoning

Peter Matchak, Director of Planning

pmatchak@ashlandmass.com

Woburn 40R Smart Growth Overlay District

Tina Cassidy, Woburn Planning Director and WRA Administrator

tcassidy@cityofwoburn.com, (781) 897-5818

Work Examples

MAPC has considerable experience with visioning and zoning, urban design, undertaking comprehensive planning, strategic community outreach and creative engagement in diverse communities, rigorous data analysis, and strategic messaging and communications, among other areas. Below is a small sample of recent projects that demonstrate one or multiple areas of MAPC's experience and expertise:

1. Salem Bridge Street Neck Zoning, 2021
2. Rockport Transit Oriented Village Overlay District , 2022
3. North Scituate Village Center Zoning, 2021
4. Norfolk Town Center Design Review Guidelines, 2021

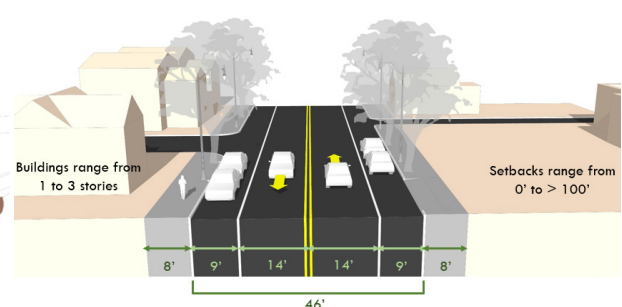
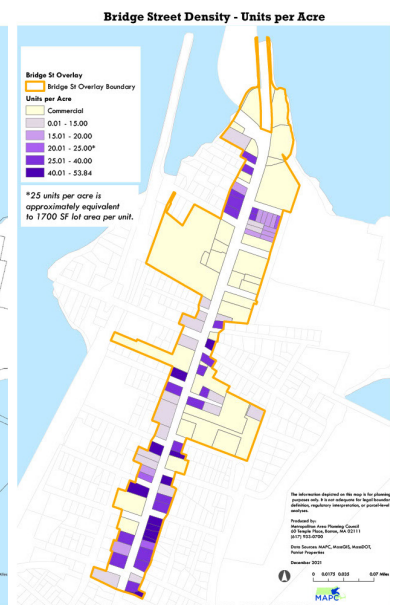
Sample Deliverables

The following pages include a selection of deliverables that demonstrate the quality of MAPC's work to communicate master planning topics and information to the public. Samples include messaging materials, tools for gathering input, and other documents.

Salem Bridge Street Neck Zoning (2021)

MAPC developed a neighborhood plan and drafted a mixed-use zoning overlay district for commercial corridor for the Bridge Street Neck neighborhood in Salem's. The project involved coalescing numerous stakeholders around a shared vision and developing detailed recommendations to grow the district and promote economic development. This project involved a high degree of community input and developing the zoning was highly iterative. The community placed a high level of importance on design, and thus the zoning incorporated design guidelines and standards into the ordinance. District analysis and focus on precedent examples guided the appropriate density for the area. Visuals were used to illustrate the zoning and how they can help accomplish aspects of the vision, such as multimodal transportation and economic development.

The zoning was finalized in 2021 and was endorsed by numerous neighborhood stakeholders. The City has noted that the process will become the gold standard for developing future zoning in the City. It was adopted unanimously by the City Council. Below are some excerpts from the deliverables produced during the rezoning effort.

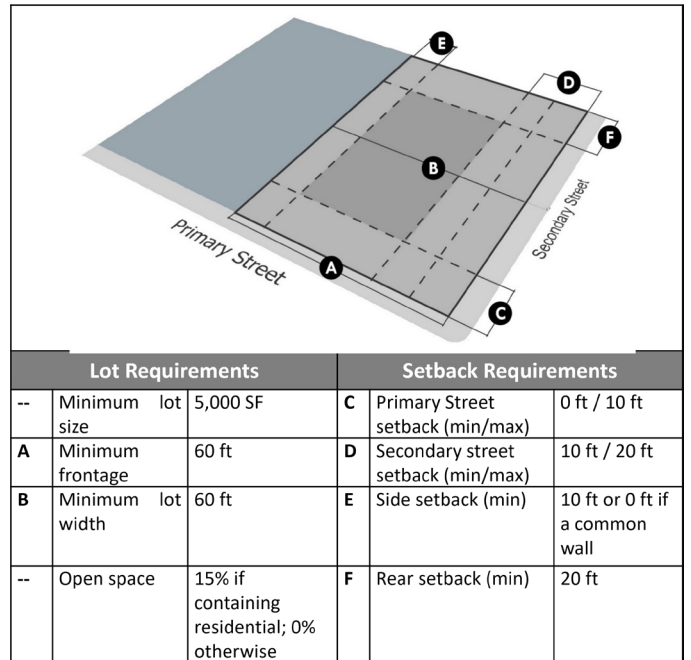


PROJECT EXPERIENCE



In the Vision process, participants generally wanted 3 story buildings with a variety of styles and roof types

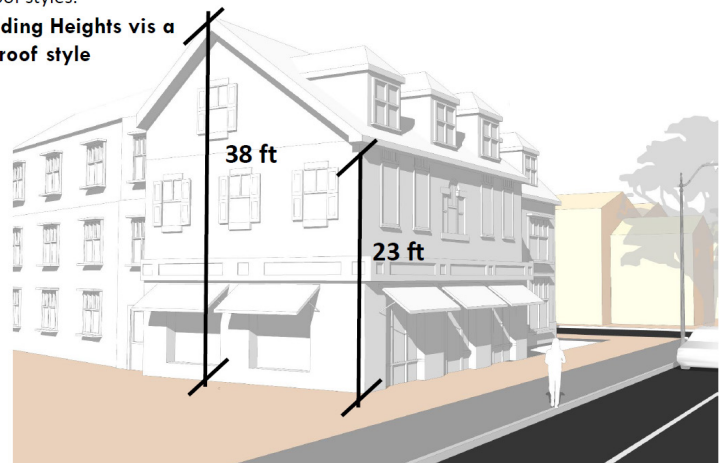
Highest rated buildings from Visual Preference exercise



		Description: a raised platform with stairs that provides access to a building entrance.
A	Width (max)	No more than the width of the adjoining building face
B	Projection (min / max)	6 ft / 12 ft
C	Height (min)	7 ft
--	Fenestration (min)	60% when enclosed
Standards: <ol style="list-style-type: none"> 1. Porches may be partially or fully enclosed. 2. Stairs may extend off the front or side of the porch, except when a porch is located on an upper floor in which case the stairs cannot be located along the primary frontage. 3. The space between piles or piers must be enclosed with <u>latticework</u> or similar material, or concealed visually by landscaping on all sides. 		

A slightly different roof height for flat vs pitched roofs will help ensure a variety of roof styles.

Building Heights vis a vis roof style

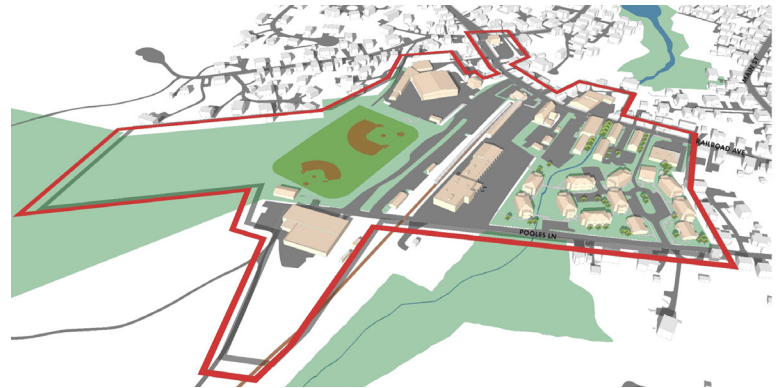


- A) Building Orientation
- B) Building Mass
- C) Setbacks
- D) Reduce Visual Impact of Parking
- E) Sensitive Building Height
- F) Interesting Rooflines

Rockport Transit Oriented Village Overlay District (2022)

MAPC worked with Rockport on a multi-year public visioning process for the area around their commuter rail station, followed by zoning. This process included multiple landowner meetings, public forums and numerous Planning Board meetings. MAPC worked with the Town to develop the new zoning overlay district to align their zoning with the vision. The zoning, adopted at the 2022 Spring Town Meeting, resulted in the creation of a new Transit Oriented Village district to diversify housing opportunities in a context-sensitive manner.

Rockport Station Study Area



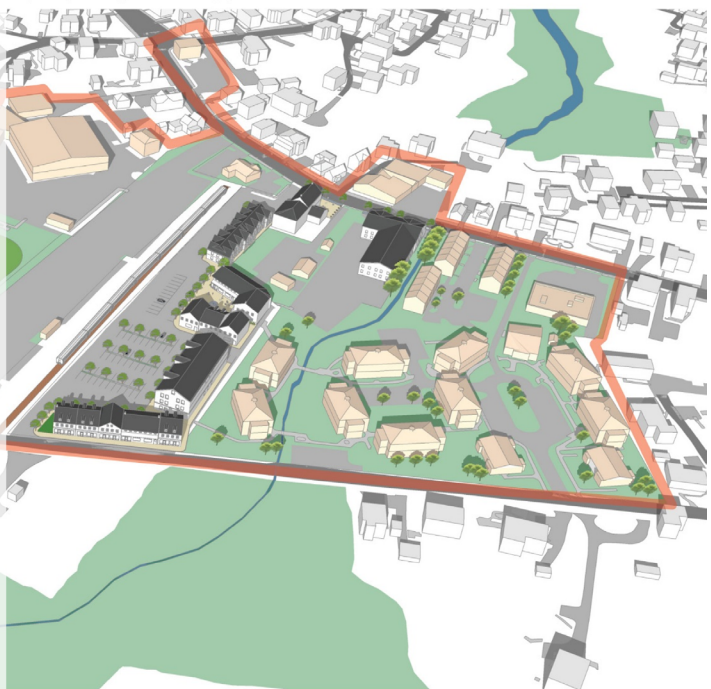
The new overlay district allows mixed-use development around the train station, encourages diversity of housing choices, including townhomes, mixed-use development, and multifamily. The bylaw incorporates design standards to ensure development is compatible with small New England town, while maintaining flexibility and preserving open space. Another key aspect of this work was effective communication of the amendments and design guidelines to the public. Diagrams below represent the general characteristics of the district such as height restrictions, percentage window requirements, roof lines and open space requirements.

Overarching Principles

- Increase housing
- Meeting local needs
- Distinctive open space
- Maintain community character
- “Hide” larger buildings from frontage
- Active street fronts
- Adaptive reuse

Other considerations

- Incorporates sufficient parking
- Uses existing parcel delineations
- Assumes near-medium term development
- “Back of the envelope” market demand
- “Back of the envelope” financial feasibility



PROJECT EXPERIENCE

Whistletop Mall



BUILDING

1. Buildings frame plaza
2. Ground floor retail

CONNECTIVITY + PARKING

1. Parking provides buffer from train
2. Walkability focus
3. Connection w senior housing

OPEN SPACE

1. Plaza provides distinct sense of place

Whistletop Mall



BUILDING

1. Townhouse option
2. Complements existing townhouses
3. Connects Railroad to site

CONNECTIVITY + PARKING

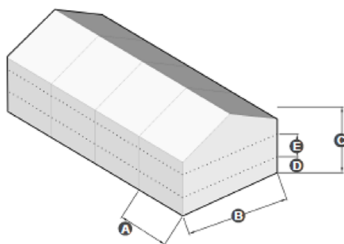
1. Garage parking

OPEN SPACE

1. Small playground
2. Buffering materials + trees help reduce train noise

Transit-Oriented Village Overlay District

d. TOWNHOUSE



Description

A small- to medium-sized attached building type.

Building Form

Townhouse unit width	18' min, 36' max	A
Townhouse unit length	50' max	B
Townhouse height	2.5 stories, 30'	C
First floor height	9' min, 12' max	D
Upper floor height	9' min, 12' max	E

Fenestration

First floor fenestration	5% min
Upper floor fenestration	15% min

Roofs

Gable	Y
Hipped	N
Shed	Y
Flat	N

Massing Components

Extended shopfront	N
Rear addition	SP
Side wing	N
Step back	N



Architectural Components

Porch	Y
Gallery	Y
Stoop	Y
Cross Gable	Y
Shed Dormer	Y
Dormer Window	Y
Bay Window	Y
Balcony	Y
Portico	Y
Canopy	Y
Deck	Y
Roof Deck	SP

Y = Permitted by right

SP = Permitted by Special Permit

N = Prohibited

7 Roofs

- Shapes based on local character

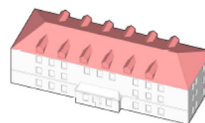
e. Gable Roof

(1) A pitched roof with two sides of the same slope and length, meeting symmetrically at a single ridge-beam.



f. Hipped Roof

(1) A pitched roof with all sides inclined at the same slope, such that they meet symmetrically at a shared ridge beam or a point.



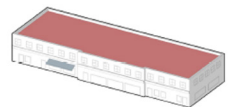
g. Shed Roof

(1) A simple roof pitched in only one direction.



h. Flat Roof

(1) A simple roof pitched very slightly in one or more directions, approximating a flat surface.

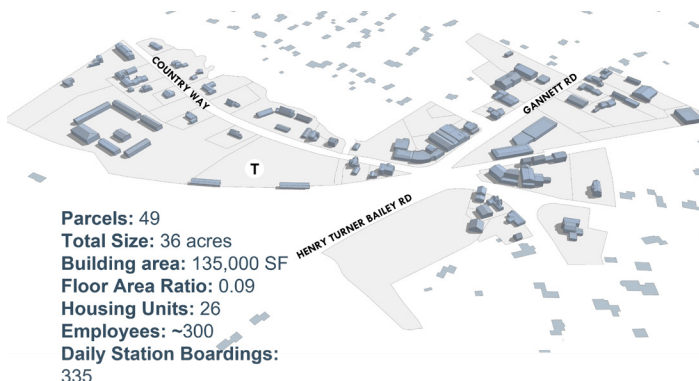


North Scituate Village Center Zoning (2021)

MAPC worked with the Town of Scituate to develop form-based zoning for the area around the North Scituate Commuter Rail Station, aiming to encourage a mixture of land uses and housing diversity. The zoning was adopted at Town Meeting and received endorsements from the Planning Board, Select Board, and Zoning Committee.

Based upon a plan titled the “Vision Plan for North Scituate Village Center,” created in 2014, MAPC first confirmed the vision and then developed zoning language and map changes for North Scituate Village Center, consisting of two sub-districts. The general goal for the village center district was to grow as an active, vibrant neighborhood center. The Village Center subdistrict focused on commercial and mixed-use development. A key aspect of this area was ensuring commercial establishments were not displaced for all-residential developments. The Outer Village subdistrict aims to support the commercial core through creation of various “missing middle” housing typologies.

The zoning was incorporated under the previously established Village Center Neighborhood framework, a form-based code for the Town’s commercial areas. The code is organized around different building types, with design requirements for each type. The North Scituate zoning worked within this framework, while calibrating the requirements to meet the specific needs of the North Scituate village. The following are graphics from the planning process and zoning bylaws.



North Scituate Village Center Subdistrict



The “commercial core” of North Scituate Village. Intended to promote commercial activities, especially small businesses, allow mixed-use development, and encourage active forms of getting around.

Allowable building types



Mixed-Use
 Ground-floor commercial with residential or office above



Commercial
 Businesses on all floors; may be multiple businesses



Live-Work
 A ground-floor business with the owner living above

North Scituate Village Outer Subdistrict



Similar to the Village Center district but provides additional building types to promote housing, which can add vitality to the district and directly support Village businesses.

Allowable building types



Cottage Cluster
 Small homes sited close together, typically around shared open space



Single Family Attached
 Townhomes and rowhouses



Multi-Family
 Multiple residences in a building. Requires a special permit



Gas Backwards
 A gas station with a site design more appropriate for a village, with pumps behind the building

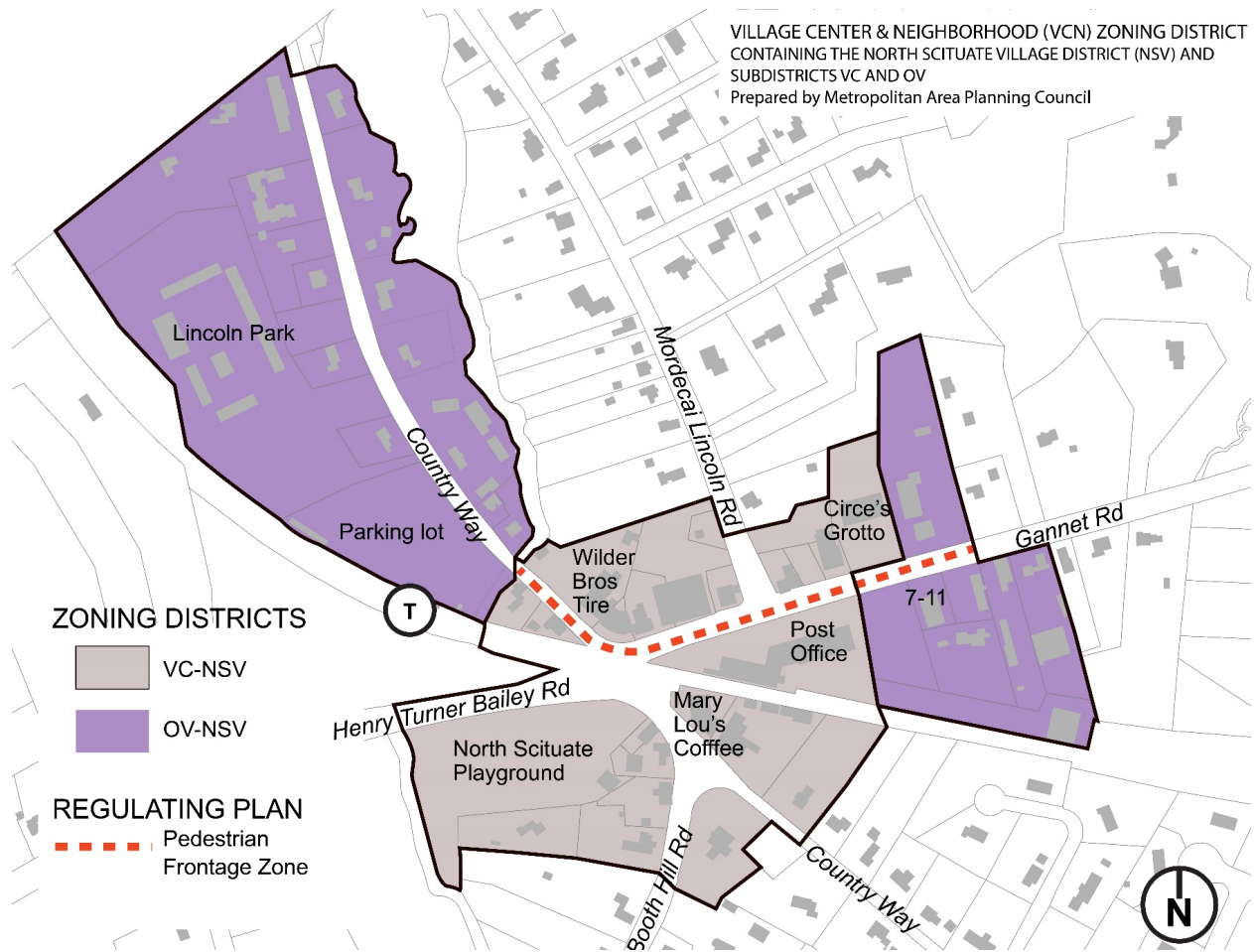
Density

TABLE 2 - VCN RESIDENTIAL DENSITY BY BUILDING TYPE & DISTRICT							
RESIDENTIAL/MIXED USE BUILDINGS	D.U.s PER ACRE (BY RIGHT/BY SPECIAL PERMIT)						
	Greenbush-Driftway Gateway					North Scituate Village	
	GWB	NRN	GVC	DBP/NRCR/DCR	NDTV	VC	OV
	Y/SP	Y/SP	Y/SP	Y/SP	Y/SP	Y/SP	Y/SP
1. Single-Family Detached Dwelling Units	NA	NA	4/6 ¹	NA	NA	NA	NA
2. Single-Family Attached Dwelling Units ¹	8/16	8/16	8/16	NA	12/20	NA	12/20
3. Two-Family Dwelling and Cottage Courts ²	NA	8/16	8/16 ¹	NA	NA	NA	12/20
4. Multi-Family and Mixed Use Buildings	12/24	12/24 ¹	12/24	NA	16/36	12/24	12/24

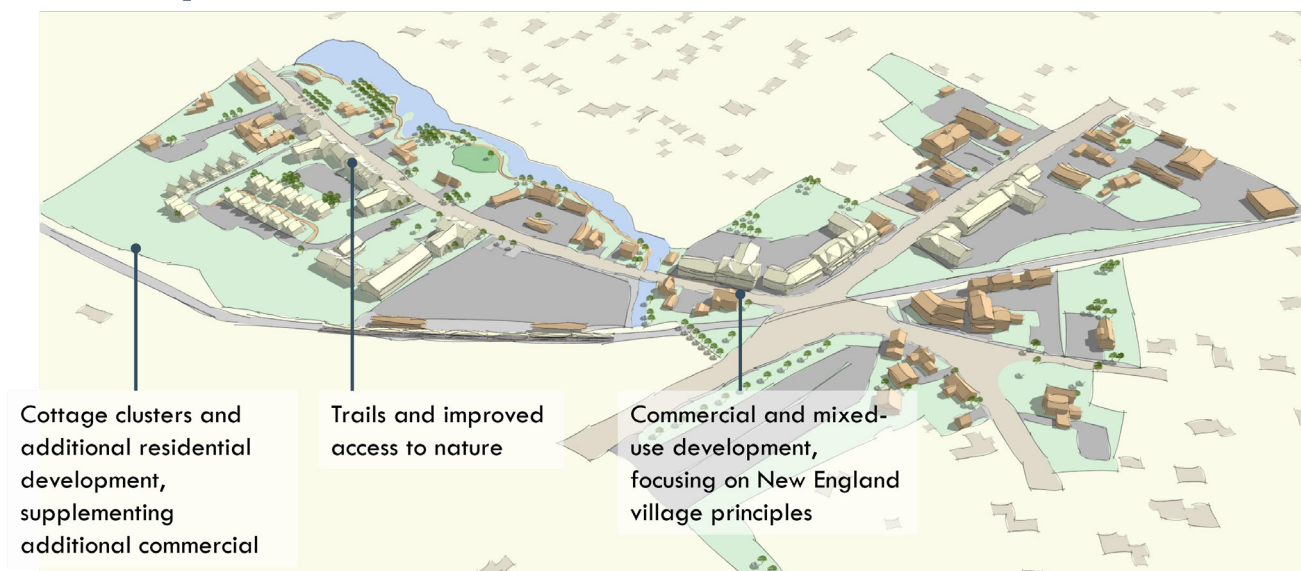
Design standards modifications for North Scituate

Where there is a conflict between this Section 580.9 and Sections 580.3 or 750.6, the standards below shall apply.

- Minimum outdoor amenity space coverage is 15% for all building types. The Planning Board may allow a further reduction in required outdoor amenity space in exchange for payments toward public benefits improvements.
- Front yard minimum build-to-zone is 0 feet for all building types.
- Minimum side setbacks for all building types except Gas Backwards is 0 feet if a common wall with adjacent building.
- Minimum street frontage for Multi-Family Building is 40 feet.
- Minimum street facing wall width for Multi-Family, Live-Work, Mixed-Use, and Commercial Buildings is 40 feet.
- Maximum building footprint for all building types except Gas Backwards is not applicable.



Example of future vision



Norfolk Town Center Design Review Guidelines (2021)

In 2020, the Town of Norfolk worked with the MAPC to study zoning recommendations and other actions to support mixed-use development in Town Center. In 2021, complementing the zoning recommendations and building upon the vision established for the town center through the master plan and economic development plan, MAPC developed the design review guidelines for “B-1 district” (Town Center).

The Norfolk Town Center Design Review Guidelines are intended to improve the design quality of future investments in the Town Center to enhance the visual character of the district and reflect its traditional New England heritage. The Guidelines do not dictate rules, such as building height and lot coverage found in the zoning bylaws. Instead, the Guidelines set expectations for development and outline elements that guide the design to fit with the heritage of the Town Center and positively contribute to its future with the goal of contributing buildings of appropriate pedestrian scale and attractive architectural style that resonate with the context of neighboring properties in material, rhythm, proportion, color, and other design characteristics. Below are a few excerpts and highlights from the design guidelines document.

B-1 District (Town Center)



Illustration depicting potential outcomes based on B-1 zoning recommendations



PROJECT EXPERIENCE

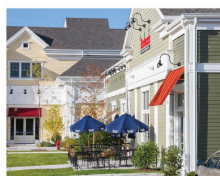
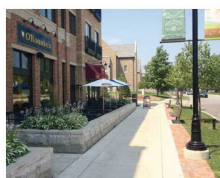
Design guidelines illustrate the intention of the design principle and offer more detailed guidance.



A Contribute to the Town Center pattern of modest outdoor plazas that integrate art, monuments, and seating to strengthen a sense of community and sense of place. These small areas should be integrated with the site plan and visible and accessible from the street frontage. The plazas may be part of a building entry or combined with other outdoor spaces.

B Anchor site features with plantings that will integrate the features with the overall site and landscape design. Landscape should be designed and selected as to support, but not obscure site feature including art, seating, play structures, or others.

C Integrate landscape components thoughtfully into the site with focus on the location of plantings, selection of plantings, and integration with other amenities such as outdoor seating, outdoor furnishings and lighting. Select materials for quality, durability and climate. Match or complement adjacent materials and coordinate between public and private investments to reinforce continuity of the community character.



Examples beyond Town Center



A Design the building with a consistent location for signage, particularly for buildings with multiple tenants to provide a consistent sign location. All sign elements and sign details, such as address numbers and awnings, should be consistent, coordinated, and integrated with the approach to the overall design and other signs on the property.

B Select sign types, design and locate signs to reinforce a pedestrian scale and walkability in the district. Signs should be designed and sized for pedestrians walking in the district. Free-standing and auto-oriented signs should be minimized in size.

C Integrate sign placement with other features that are a part of the facade, such as awnings or canopies. All combinations of signs should be coordinated and integrated to support a single design theme and approach. If both a sign band and awning are used, vary the branding featured on each, for example the business name for the sign and business logo for the awnings. Site signage should integrate with furnishings and landscape features.



Examples beyond Town Center

Evaluation Criteria

MAPC has reviewed Milton's goals for rezoning East Milton Square and thoughtfully prepared this proposal to achieve community goals and build on current and past planning efforts. As a result, MAPC believes the proposal meets the highly advantageous scoring criteria.

Staffing Plan and Methodology

MAPC has developed a comprehensive proposal that demonstrates a clear understanding of the Town's needs, while ensuring the project approach is detailed, logical, creative, highly efficient, and aligned with the Town's goals and timeline. As an Inner Core community, MAPC's familiarity with how the Town and how it operates will ensure the project begins with a clear understanding of the Town's needs. Gaps in this understanding will be addressed through the thorough review of past plans and other existing conditions analysis detailed above. MAPC has successfully completed numerous zoning and design guidelines across the Greater Boston region for communities of all sizes and contexts. This experience has resulted in strong knowledge of zoning and design best practices, the specialized local knowledge of zoning in Massachusetts, continuous refinement of the master planning process to ensure the overall approach is logical and highly efficient, while also being creative with community engagement and goals, strategies, and implementation actions. MAPC is also accustomed to working within tight timelines and budgets, and the technical work plan reflects activities that MAPC is confident can be carried out under the proposed budget and timeframe.

Depth of Experience with Similar Projects

MAPC has extensive experience with similar projects, including but not limited to the ones described in the Work Examples. Project staff include planners, urban designers, and community engagement specialists with a strong understanding of how zoning shapes the built environment and neighborhoods. Developing strong zoning is only one piece of a successful process. MAPC also has a track record of shepherding the zoning through final adoption, at both Town Meetings and City Councils. Over the past five years, Mr. Kuschel, the project lead, has developed and shepherded more than half a dozen zoning bylaws through adoption.

Ability and Knowledge to Serve as Resource to Town

MAPC prides itself on maintaining cutting edge zoning techniques to affect optimal outcomes and achieve community goals. This includes incorporation of form-based code elements in most recent bylaws, as well as development of complementary design guidelines. MAPC also regularly interfaces with developers to ensure proposed zoning takes into account market realities. For example, Mr. Kuschel worked with the City of Woburn and two national developers to create a 40R Smart Growth Overlay District in Woburn, which has resulted in 350 residential units and 275,000 SF of retail space. MAPC also regularly develops 3D digital models to

EVALUATION CRITERIA

develop diagrams to communicate various zoning concepts. Finally, MAPC develops cost-benefit analyses as part of its planning and zoning processes. For example, working at the Canton Junction commuter rail station, MAPC performed fiscal impact analyses, and financial feasibility of potential developments under proposed zoning.

Strength and Credibility of Client References

MAPC is providing five clients who consider our services exemplary. Clients can share insights about MAPC's professionalism and expertise as it relates to zoning. References will highlight that MAPC is easy to work with, timely and efficient, and produces quality work at all steps of a planning process. Each of the references provided has worked closely with the Project Manager.

Desirability of Approach to the Project, as well as a Demonstrated Understanding of all Project Components and Public Outreach Needs

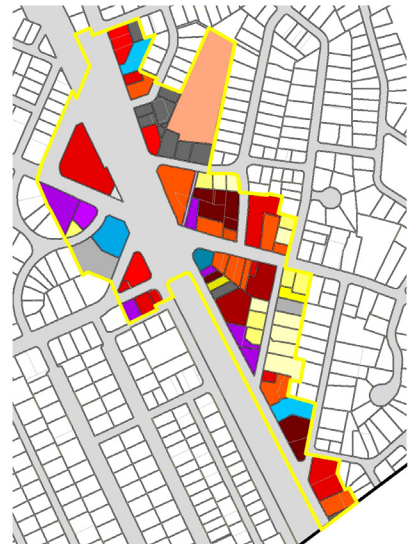
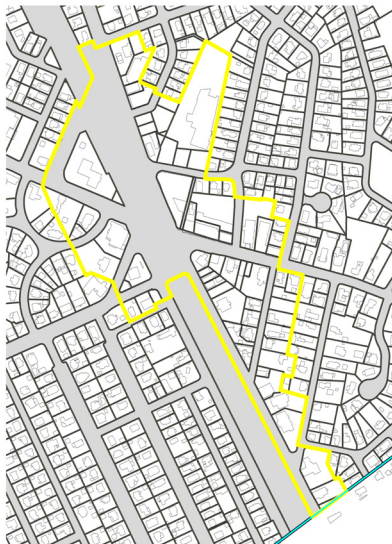
MAPC utilizes its strong community engagement process to complement its strengths in zoning to develop regulations and design guidelines that will help achieve Town goals. MAPC believes an iterative process, continuously incorporating feedback to refine concepts, leads to optimal outcomes. The various planning studies will create the basis for developing these concepts, so as not to recreate the wheel.

Demonstrated Ability To Meet Project Need and Project Schedule

MAPC's references will demonstrate that projects are completed within budget and on schedule. The references included reflect projects that resulted in a finished product that met both client and MAPC expectations, while responding to unpredictable challenges, such as adapting a planning process during the COVID-19 pandemic.

Familiarity with the Town of Milton and Similar Communities

As the Regional Planning Agency, MAPC has done extensive work throughout the metropolitan Boston region. MAPC has worked on a number of projects in Milton itself, including over the past several years a Waterfront Recreational Access Study at Milton Landing, a buildout analysis for Milton Village, an Open Space and Recreation plan, and assistance with creating a Fair Housing Committee.



Graphics: MAPC, all rights reserved.

February 2023

TOWN OF MILTON REQUEST FOR PROPOSALS

Subject: East Milton Square Zoning

East Milton Square Zoning Price Proposal



Photo: MAPC, all rights reserved.

Proposal Submitted by:

Metropolitan Area Planning Council
60 Template Place, Boston MA 02111
617-451-2770

Contact: Chris Kuschel, AICP | ckuschel@mapc.org



TOWN OF MILTON

ATTACHMENT A
PRICE PROPOSAL FORM

(To be submitted in Envelope B)

The undersigned Proposer hereby submits a price proposal for the procurement of Consultant Services Related to Drafting Overlay Zoning In East Milton Square in Milton, Massachusetts.

Printed Name of Proposer: Metropolitan Area Planning Council_

Address: 60 Temple Place, Boston MA 02111

The undersigned Proposer hereby proposes the following price for the provision of all required services outlined in this RFP, inclusive of any expenses:

Fifty-nine thousand_ dollars and zero cents (\$59,000.00) Write out in words and numbers

All Hourly Rates for personnel shall include all overhead, profit and all actual costs to the Town of Milton. These shall be attached to this Form.

* Provide a separate sheet of paper if more space is needed for additional labor categories.



Authorized Signature

Marc D. Draisen

Printed Name:

Printed Title: Executive Director

Date: 1/25/2023

Full Legal Name Not Applicable; MAPC is not a
corporation

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Tel. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in MA 60 Temple _____

Place, Boston, MA 02111

Tel. 617/933-0700 _____

Total by Task Fee for Services

The following price proposal provides the fee for the entirety of all services proposed in the companion non-price proposal, "MAPC Proposal: East Milton Square Zoning." The detailed breakdown of professional service fees is projected by task.

BUDGET BY TASK

Phase 1 - Data Review and Kick-Off	Task Budget: \$7,000
Phase 2 - Preparation of Draft Zoning Concepts	Task Budget: \$16,000
Phase 3 - Preparation of Zoning and Design Guidelines	Task Budget: \$22,000
Phase 4 - Finalization and Adoption	Task Budget: \$8,000
Project Management and Miscellaneous Expenses	Item Budget: \$6,000

Current Hourly Rates

The hourly rates for staff to be assigned to the project are below. Note that these hourly rates are current as of 07/01/2022 and may change over the course of the planning process, which will span multiple fiscal years.

HOURLY RATES BY STAFF

Chris Kuschel Principal Planner and Land Use Manager	\$103
Josh Fiala Principal Planner	\$103
Sarah Scott Land Use Planner II	\$82
Christian Brandt Community Engagement Manager	\$84



Town of Milton, Massachusetts
Contract for Consultant Services Related to Microgrid Feasibility Analysis

This Contract is made this ____ day of _____, 2023, by and between the Town of Milton, Massachusetts, Milton Town Hall, 525 Canton Ave. Milton, MA acting by the Milton Select Board (hereinafter the “Town of Milton,” the “Town,” or the “Owner”), and Clean Energy Solutions, Inc. (CESI), located at 85 Merrimac Street, Suite 300, Boston, MA (hereinafter the “Contractor”).

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide services related to a Microgrid feasibility analysis, as set forth in the Request for Proposals for same (“RFP”), issued by the Town of Milton, Massachusetts, and the CESI Proposal, Work Plan, and Project Team (all referred to as “Proposal”), which are incorporated into this Contract by reference. For avoidance of doubt, the Master Terms and Conditions, June 2020, is not part of this Contract, and is not part of the agreement between the parties.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor’s services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall be for _____, commencing as the execution date above and ending _____ later.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor’s Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor’s Proposal.

Town of Milton, Massachusetts
Contract for Consultant Services Related to Microgrid Feasibility Analysis

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Project Fees and Schedule, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

The Contractor shall submit a monthly invoice, in duplicate, to the Owner for work completed in accordance with this Contract during the month in question.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Milton, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

6. Warranty

Town of Milton, Massachusetts
Contract for Consultant Services Related to Microgrid Feasibility Analysis

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Milton law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance - DELETED – NOT APPLICABLE.
- d. Professional Liability Insurance – DELETED – NOT APPLICABLE.
- e. Valuable Papers Insurance - DELETED – NOT APPLICABLE.
- f. Excess Liability Insurance, Umbrella Form - DELETED – NOT APPLICABLE.

Town of Milton, Massachusetts
Contract for Consultant Services Related to Microgrid Feasibility Analysis

- g. The Town of Milton shall be named as an additional insured on each such policy of Commercial General Liability Insurance, and Automobile Liability Insurance.
 - h. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Milton Town Administrator, Milton Town Hall, 525 Canton Ave., Milton, MA 02186, before such cancellation or amendment shall take place.”
 - i. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Milton or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
 - j. The Contractor shall also be required to provide to the Town of Milton with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance and automobile liability insurance, which indicate that the Town of Milton is named as an additional insured on each such policy.
 - k. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best’s rating of A or better.
 - l. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
9. Indemnification

The Contractor shall compensate the Town of Milton for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Milton and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of

Town of Milton, Massachusetts
Contract for Consultant Services Related to Microgrid Feasibility Analysis

action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the willful or negligent act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose willful or negligent acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Milton statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Milton, nor any of its officers, employees, boards, committees, commissions, agents and representatives, shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Milton statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the subject matter of this Contract, and that it is familiar with all sites which are the subject of this contract in the Town of Milton and with all conditions of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

Town of Milton, Massachusetts
Contract for Consultant Services Related to Microgrid Feasibility Analysis

The Contractor shall provide services under this Contract as an independent contractor with the Town of Milton and not as an employee of the Town of Milton. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Milton, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except under current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Milton property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Milton shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Milton.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God,

Town of Milton, Massachusetts
Contract for Consultant Services Related to Microgrid Feasibility Analysis

interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Milton Town Meeting of sufficient money to fund the Contract. Should Milton Town Meeting fail to appropriate necessary funds therefor, the Town of Milton shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

Town of Milton, Massachusetts
Contract for Consultant Services Related to Microgrid Feasibility Analysis

In the event that this Contract is terminated pursuant to Section 19a or 19b above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town:

Milton Town Administrator
Milton Town Hall
525 Canton Ave
Milton MA 02186

With copies to:

Kevin Freytag, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
50 Braintree Hill Office Park, Suite 410
Braintree, MA 02184

If to the Contractor:

David S. Dayton
Chairman of the Board & Treasurer
Clean Energy Solutions, Inc.
85 Merrimac St., Suite 400
Boston, MA 02114

21. Miscellaneous Provisions

a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Norfolk County, MA, and in no other court or jurisdiction.

b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be

Town of Milton, Massachusetts
Contract for Consultant Services Related to Microgrid Feasibility Analysis

construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.

d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.

e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any 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.

i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Town of Milton, Massachusetts
Contract for Consultant Services Related to Microgrid Feasibility Analysis

k. Prevailing wage rates shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.

n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.

o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Milton shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

p. This Contract may be amended only by written consent of the parties.

q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.

r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

s. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

Town of Milton, Massachusetts
Contract for Consultant Services Related to Microgrid Feasibility Analysis

- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left intentionally blank.]

Town of Milton, Massachusetts
Contract for Consultant Services Related to Microgrid Feasibility Study Analysis

The Town of Milton, Massachusetts

Clean Energy Solutions, Inc.

by: its Town Administrator, authorized
by a vote of the Select Board: _____

by:

Signature

Signature

Nicholas Milano
Printed Name

David S. Dayton
Printed Name

Town Administrator
Title

Chairman & Treasurer
Title

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor,
and that the Town Administrator is authorized to execute this Contract and to approve all
requisitions and execute change orders.

Town Accountant, Town of Milton

Dated: _____

APPROVED AS TO FORM:

Kevin S. Freytag, Esq.

Dated: _____

Town of Milton, Massachusetts
Contract for Consultant Services Related to Microgrid Feasibility Analysis

CERTIFICATE OF VOTE

I, Carol Carver, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting Secretary of Clean Energy Solutions, Inc.
(Title) (Corporation Name)

and I further certify that a Written Consent of the Directors of said Corporation dated
March 16, 2023, duly signed by Directors was unanimous:

VOTED: To authorize and empower either

David S. Dayton Chairman & Treasurer
(Name) (Title)

or

Stephen J. Morgan, President
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this, the 27th day of March, 2023,
and has not been changed or modified in any respect.



Signature

Carol Carver
Printed Name

Secretary
Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of
current "certification of authority to sign for the Corporation" shall be attached



85 Merrimac Street, Suite 300, Boston, MA 02114 617-491-0443 cleanenergysol.com

11 February 2023

Josh Eckart-Lee
Town of Milton

Dear Josh Eckart-Lee:

Clean Energy Solutions, Inc. (CESI) proposes to complete Tasks 1, 2, 3, 5, and 6 of the Proposed Tasks as defined in your RFQ letter of January 19 and to support the Town in Task 4, within the Proposed Timeline, for a fixed price of \$34,000. We expect the effort required to complete this work will exceed the available budget and intend to contribute the excess services on a pro bono basis, as we have consistently done in other Community Microgrid work (e.g., in Chinatown-Boston, Chelsea and Cambridge MA). We consider the Background, Project Description, and Proposed Tasks as described in your RFQ to be realistic and consistent with our commitments to community microgrids of benefit to vulnerable residents and the institutions and municipal facilities that serve them.

CESI is the designer and lead technical developer of "Microgrids Without Borders" in Boston's Chinatown and Chelsea, MA, as described in MA Clean Energy Center's "Community Microgrid Feasibility Assessments"¹ and National Public Radio/WBUR broadcasts.² CESI prepared RFPs for the selection of ESCOs in both communities, resulting in the selection of Ameresco, Consigli, Arup, and Renew Energy to design and finance solar, battery storage, and energy efficiency improvements to Section 8 apartments,³ critical municipal facilities, and other buildings in need of clean-energy-based resilience. This design is especially suited to municipal programs intending to expand an initial microgrid to other facilities, since it does not depend on inter-building wiring or utility approvals.

CESI is the engineering and financial analyst for the "RUN-GJC" Team,⁴ which has been engaged by Chinatown Power and the City of Chelsea for continued technical support. The unique

¹ Massachusetts Clean Energy Center, from Clean Energy Solutions, Inc., June 2020

² Bruce Gellerman, November 24, 2021, "<https://player.wbur.org/news/2021/11/24/massachusetts-microgrids-energy-resilience>"

³ ESCO recommendations have been completed for Tai Tung Village, Mass Pike Towers, Oak Terrace, Tremont Village, 66 Hudson, and Janus Apartments so far, with other buildings in the queue.

⁴ Resilient Urban Neighborhoods is a collaboration of CESI, Peregrine Energy Group, Synapse Energy Economics, and Climable.org. The Green Justice Coalition includes Community Labor United of the AFL-CIO, GreenRoots in Chelsea, and Chinatown Power Inc. The RUN-GJC team was formed to combine neighborhood organizing,

neighborhood microgrid design is based on community leadership, wireless expansion irrespective of electrical contiguity, and resilience based on fossil-free energy. This had led to expressions of interest from other communities as close as Cambridge, MA and as distant as the Solomon Islands, for both of which CESI is now designing programs. CESI's president Steve Morgan and senior project manager John Clune are nationally-recognized experts in HUD-financed multifamily energy efficiency programs.

The proposed work for Milton will be led by David Dayton, Chairman of CESI, and supported by other CESI staff with advice from the RUN-GJC Team, whose members have supported community dialogs and collateral materials in Spanish, French, English, and Chinese dialects. Resumes of the principal participants are attached.

Work Plan

The proposed work plan will essentially follow the outline of six tasks in the RFQ, which provides a logical framework for reaching the initial objective. Details of the data to be gathered, the analysis required to define load profiles and capacities of energy resources, and the content of the feasibility report will be discussed at the Kickoff Meeting. A few suggestions are offered here:

1. Kickoff meeting.

Frequently the most time-consuming task is simply to obtain data on existing facilities' energy use and demand profiles. We advise starting now to gather utility bills from Eversource and National Grid, for Winter Valley, Town Hall, and Police Dept. facilities. Having copies of recent bills (12 months ideal) will save much time and wasted effort early in the study. A good item for the Kickoff agenda would be the availability of such data and any plans for facility changes (expansion, renovations, changes in use, occupancy, etc.) that may affect future energy and water use.

We note that the Town participates in Community Choice Aggregation, using Good Energy as their broker. (Peregrine Energy Group, a member of our RUN-GJC Team, is CCA broker for two of our other municipal microgrid clients.) MA law allows the Town to add modest assessments on top of the chosen energy suppliers' prices, and to use the proceeds for related renewable energy developments. There are a number of opportunities here, an important example being "community solar" arrangements that can bring economic benefits and a degree of choice to residents who often lack such access. One of our clients (Cambridge) has taken advantage of this provision and is considering other expansions of its CCA program. The Kickoff agenda might include a discussion of such options.

organized labor, energy engineering, economic and regulatory expertise in leading the deployment of neighborhood-based microgrids.

2. Energy audit

We can start with an ASHRAE level 2 energy audit, but auditing is a continuous process and we expect to discover – in collaboration with facility personnel – opportunities for building improvements throughout the term of the engagement. At this time we recommend investigating several categories of improvements to the facilities beyond just energy savings.

First, water conservation opportunities should be explored in the audit. Often the value of water savings exceeds that of electricity and fuel savings. Recently John Clune of CESI reduced the water bills of an apartment complex in Washington DC by thousands of dollars with some simple adjustments.

Second, the avoidance of future costs of energy outages -- which are great in both financial and human terms -- can be partially but not wholly monetized. The critical circuits in each facility have to be identified and arrayed against the cost of their resilience and the likely value of available incentives, grants, environmental credits, wholesale market participation, and Town subsidies. The Town can then make informed judgments concerning which areas and functions are most important to be sustained in emergencies. An important part of this audit component will be to quantify the Federal support likely to be available to the Town from the IRA, MEMA, Bipartisan Infrastructure Act, and unexpended ARPA funds, as well as foundation and State support. CESI has raised many millions of dollars of such support for its municipal and NPO clients.

Third, the reliability of cell phone and internet service is essential to resident protection, public safety and municipal services. Backup options for these services exist and will be evaluated in the audit.

Fourth, opportunities to improve comfort, safety, environmental stewardship, facility upgrades, indoor air quality, reliability, health and security are always encountered in a good energy audit. Some are natural byproducts of the work and some require additional contributions. They should all be evaluated.

Fifth, networking among Town offices, the Police Department, and Winter Valley is what makes this a community microgrid program. Under current law, the Town cannot string wires and share energy sources among separately-metered facilities (except in some cases where they are on the same Town-owned parcel). The networking must therefore be wireless, which also allows unlimited expansion of the “virtual microgrid.” The audit will consider what displays, information sharing, and level of microgrid control are to be distributed vs. centralized. Including a display of microgrid performance in each facility provides an opportunity for education, conservation motivation, and socialization functions to be enhanced. CESI is participating in the design of such networks, displays, and controls in a number of facilities in Cambridge, Chelsea, and Chinatown.

Sixth, electrification opportunities likely exist in one or all of the initial three facilities. There are many potential interventions that can reduce GHG emissions by switching from fossil fuel use to various electrical alternatives. The most common is the increasing use of air-source heat pumps. Their paybacks will probably be substantially shortened this year by the enactment of the “high efficiency electric rebate” program included in the Inflation Reduction Act (IRA), on top of Mass Save utility incentives.

3. Energy Load Assessment

Peak electric loads are frequently as much as twice the average load in facilities like the Milton Town Hall, Police Department and Winter Valley. A load profile is available on their Eversource bills (for facilities that have interval meters installed). It is the starting-point for microgrid financing, because it establishes the potential for demand savings, several utility incentives, ISO-NE markets, and various other federal and state grants, as well as the opportunity for emission reductions. It also determines the maximum level of resilience investment that may be needed to carry the facility through grid outages. We may do some sub-metering or other techniques to determine the components of the peak load and consider the configuration of storage options.

Peak load reductions, however, do not necessarily result in energy consumption reductions, and some techniques may actually increase energy use. A careful balancing of energy efficiency vs. peak load shaving or shifting will therefore be considered and presented.

While assessing the peak loads of facilities like Milton’s, the utility’s electric service and main switchgear are often found to require upgrades. A single-line electrical drawing and assessment of electrical capacity and safety may be needed as part of the assessment of new load requirements.

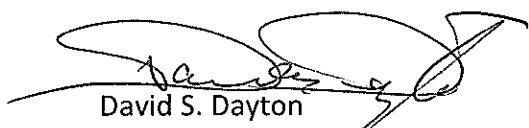
4. Community meetings

We understand that the Town is responsible for convening and managing these meetings and workshops. We would like to participate in at least some, however, to get some direct feedback from residents.

5. and 6. Feasibility Study

it is too early to fix the format and content of the final product, which will likely include recommendations for expansions beyond the initial three facilities. As an example of the general organization envisioned, the RUN-GJC Team’s Community Microgrid Feasibility Assessments published in June 2020 for the MA CEC is suggested (see footnote 1).

We hope to have the opportunity to work with you and others in Milton on this important project.



David S. Dayton
Chairman of the Board & Treasurer

References

The following municipal and community leaders are familiar with CESI's microgrid work:

Fidel Maltez, City Manager, Reading MA Phone: [REDACTED]

Maria Belen Power, Associate Executive Director, GreenRoots Chelsea MA
[REDACTED]

Lydia Lowe, Executive Director, Chinatown Community Land Trust [REDACTED]

Alex Train, Director, Housing & Community Development, Chelsea MA [REDACTED]

Nikhail Nadkarni, Cambridge MA Community Development Department
[REDACTED]

Darrin Korte, Executive Director, Cambridge Community Center [REDACTED]

Resumes

In addition to members of the RUN-GJC Team, the following CESI staff and consultants have been closely involved in our community microgrid developments and will participate in the Milton study:

John Clune
Steve Morgan
David Dayton
Abigail Despres



SMART GROWTH AND REGIONAL COLLABORATION

December 9, 2022

Josh Lee
Assistant Town Planner
Town of Milton, MA

Dear Mr. Lee,

The Metropolitan Area Planning Council (MAPC) is pleased to inform you that the Town of Milton has been awarded a grant of \$50,000 from the Accelerating Climate Resiliency Grant Program. The grant program starts upon successful execution of a grant agreement by MAPC and ends on December 31, 2023. The purpose of this grant is to accelerate climate resiliency for Milton through the *Energy Resilience: Winter Valley Microgrid* project.

As part of the grant program, MAPC will facilitate a Resilience Community of Practice (RCOP), designed to support grantees, advance better practices to strengthen resilience, and workshop barriers to progress. Grantees are required to attend at least four RCOP meetings over the grant period. All events are expected to be virtual and approximately bimonthly. We will be sending more information about the RCOP soon, including details for the first workshop in January 2023.

MAPC will contact you about finalizing the grant agreement, a process that may include revisions or updates to the scope of work from your proposal, as appropriate, within the coming days. Particularly, we would like to see in the project's final scope of work a more comprehensive approach to community engagement activities, including robust accommodations for accessibility and participation (e.g., food, transportation, etc.). Please look to review and return the signed grant agreement as soon as possible. If you have questions regarding the purpose, administration, or timing of the grant, please contact Van Du at vdu@mapc.org.

We are delighted to contribute to Milton's climate resilience and to work with you to ensure successful execution of this project.

Sincerely,

Katherine Antos
Deputy Executive Director for Planning & Sustainability



Design and Engineering Services Scope of Work

V.02

March 22nd 2023





Section 1 – Overview of the Project

The Town of Milton issued an RFQ for the following design services. Comm-Tract responded to the RFQ on 2/3/23 and the Town of Milton notified Comm-Tract of award on 3/9/23. The following scope of work (SOW) is being issued for formal contract purposes.

The Town of Milton's stated objectives in the RFP for this project are as follows:

"The Town of Milton, Milton, MA ("the Town"), acting through the Milton Select Board, invites the submission of sealed Responses for Designer Services related to the design of a next generation fiber optic communications network ("Network") that will provide next generation Internet access service needed for Town operations (e.g., transmission capacity, Internet access, voice, video, security monitoring, cloud computing and storage) within the Service Area (as hereinafter defined), as contemplated by that certain *Design and Cost Estimate for a Town I-Net Prepared for the Town of Milton, Massachusetts* by CTC Technology and Energy dated January 2019. The Town will provide design support, including (but not necessarily limited to): (i) functional requirements to be used to develop and document a complete network architecture including required standards and logical network diagram (ii) access to existing infrastructure information, including agreements, rights-of-way and easement records (iii) project points of contact for communication and coordination to facilitate the sharing of information and expertise; (iv) approving and documenting architecture or design changes, revising local rules, regulations or requirements to improve outcomes or decrease the cost to deploy the Network; and (v) collaboration with local research and education networks."

The following SOW issued for contract purposes incorporates by reference Comm-Tract's RFQ Response dated 2/3/23 and associated terms and conditions stated in the RFQ Response.



Section 2 - Town-Wide Fiber Network: Outside Plant Engineering and Design Services

Comm-Tract has reviewed the services requested and the desired process as defined in the RFQ, and we are very comfortable with the process as it closely mirrors our standard design and engineering process for all fiber optic municipal area networks that Comm-Tract deploys in Massachusetts. Specifically, Comm-Tract will provide the following services and design/Engineering process in the development of construction ready documentation and cost budgets for the Milton “Town I-Net”.

A. Schematic Design Phase:

1. Comm-Tract shall facilitate meetings with Town representatives to review required network standards, protocols, and functionality sufficient to develop Schematic Design Documents. These documents will be designed in ArcGIS for the route maps, and in CAD for the fiber strand mapping and detailed engineering.
2. Comm-Tract shall obtain and review applicable standards and guidelines for design and provide the design that meets Town codes.
3. Comm-Tract shall attend a pre-development meeting and address points of clarification regarding the Project.
4. Comm-Tract shall prepare and submit three (3) sets of Schematic Design Documents, Preliminary Specifications, Schematic cost estimate and schedule. (30% plan review). Components shall include:
 - a. Recommended outside plant architecture with Bill of Materials (BOM)
 - b. Recommended inside plant components (passive or active)
 - c. Catalog of recommended component cutsheets for planned BOM
5. After receiving schematic design comments, Comm-Tract shall meet with Town officials/boards to review Project requirements.
6. Comm-Tract shall respond in writing to all Town comments on plans.
7. Comm-Tract shall coordinate design with existing infrastructure with a view to leveraging any potential benefits for shared services or infrastructure.

B. Design Development:

1. Comm-Tract shall facilitate meetings with Town staff to develop Design Development Documents.
2. Comm-Tract shall prepare and shall submit three (3) sets of Design Development Documents, including Detailed Specifications, Cost Estimate and BOM, and schedule to the Town representatives for review and approval. (60% plan review). Components shall include:
 - a. Report addressing all design criteria and code requirements.
 - b. Make ready and permitting documents prepared. Note: Under existing Town location agreements with the carrier and utility, we do not expect aerial attachment or conduit licensing to be required.
 - c. Required standards and protocols for network electronics.
 - d. Logical network diagram



C. Construction Documents:

1. Comm-Tract shall prepare complete Construction Documents and Specifications for all general contractors and filed sub-bid categories and submit three (3) sets to Town representatives for code and general review and approval (90% plan review).
2. Comm-Tract shall attend follow up meetings with building officials.
3. Comm-Tract shall prepare and shall submit three (3) complete sets of Construction Documents, including 90% written responses, Specifications and Architect's/Engineers Cost Estimate and schedule to Town representatives for review and approval (100% plan review)
4. Comm-Tract shall correct plans to reflect issues noted.
5. Comm-Tract shall receive approval by Town representatives.
6. Comm-Tract shall obtain the necessary building permits and construction permits as needed.
7. Comm-Tract shall coordinate with the Town during the Filed Sub-Bid and General Bidding processes.
8. Comm-Tract shall reproduce and shall disseminate bid sets to the Town.
9. Comm-Tract shall assist the Town to keep record of plan holder's list.
10. Comm-Tract shall attend all filed sub-bid and general bid openings.
11. Comm-Tract shall respond in writing to questions from bidders and prepare addenda as necessary.
12. Comm-Tract shall be present during bid opening and review bids submitted. It shall independently prepare the following items:
 - a. Check for math errors and reconcile any mathematical discrepancies.
 - b. Review for unbalanced bid items.
 - c. Provide Certified Bid Tabulation including Engineer's estimate.
 - d. Review contractor's financial standing and references provided.
 - e. Provide an explanation of discrepancies between the Engineer's estimate and bids.
 - f. Prepare a Recommendation of Award
 - g. Prepare Award Letter and send it to the successful contractor.
13. Comm-Tract shall attend a scheduled meeting of the Milton Select Board and provide recommendation for award of Contract for Construction.
14. Comm-Tract shall produce and shall transmit to the selected contractor five (5) sets of complete contract documents manuals ready for execution with the Town's Notice of Intent to Award.

D. Construction Design Support:

1. Comm-Tract shall participate in a Pre-Construction meeting and shall assist with design implementation or updates as needed to assure final construction project deliverable throughout the construction process. Direct project oversight and administration is not included in this RFQ's scope of work.

E. Project Close Out:

1. Comm-Tract shall provide support services as needed during the Project close out process.
2. Comm-Tract shall prepare "as built" records and deliver no less than one (1) electronic version.



F. Key Personnel Bios and Responsibilities on the Project:

Comm-Tract has extensive and highly successful experience in the design, engineering, installation, and support of fiber optic municipal area networks. The on the ground operational experience, and practical working knowledge is a distinct advantage over our competitors that are only design and engineering organizations. The design and engineering of the proposed network for Milton is very routine for us, and simply does not require a large team of people to get the job done quickly and efficiently. Comm-Tract would assign the following senior level people to lead the project:

Tony Adams: Vice President - Engineering

Tony heads up the engineering and design team at Comm-Tract and has 34 years of successful experience in the industry. His engineering experience ranges from MCI/WorldCom in the 1990's designing and building fiber network and Central Offices, to General Dynamics in the 2000's designing and engineering military networks for the Navy worldwide, to running the national engineering organization for Small Cell design at Crown Castle prior to him coming to Comm-Tract several years ago to run the engineering team. His ability to design and engineer fiber optic networks with an eye towards future applications that will become integrated into the network over time is exceptional and his team at Comm-Tract is well recognized in the northeastern US for the design and engineering of municipal fiber networks, campus networks for large universities, hospitals, and financial firms as well as more recent fiber to the home (FTTH) designs for municipal owned systems, DAS networks and CBRS municipal cellular networks. Tony has a BS in Electrical Engineering from Northeastern University.

Frank Hunnewell, Vice President of Fiber Operations

Frank Hunnewell has 32 years of successful experience in the telecommunications industry, primarily in operational management, and ownership roles. Frank oversees the fiber optic field operations organization at Comm-Tract including the telecommunications technicians, the project management organization, and the estimating department along with other operations personnel. Prior to coming to Comm-Tract, Frank was President and Owner of DOT 05 which is a private specialty fiber optic company that served the carrier marketplace with the design and implementation of carrier class fiber optic networks on a nationwide basis. Frank successfully sold DOT 05 to Quanta Services in 2003. Frank also served as Operations Director at MFS, a CLEC where he was responsible for all aspects of the carrier operations in the northeastern US with over 150 personnel reporting to him. Prior to MFS, Frank held various positions in field operational and central office operational capacities including a three year stint at Comm-Tract in the early years of the company. Frank brings extensive field operational and fiber construction experience to the team.

Cory Aucoin – Senior Project Manager

Cory Aucoin also has 32 years of successful experience in the telecommunications industry, primarily as a high level fiber technician, project manager, and for the past seven years working in the design and engineering organization at Comm-Tract. Cory oversees the fiber optic field operations organization at



Comm-Tract and is the primary “point” person on the team interfacing with our fiber optic customers to ensure the sophisticated network designs and engineering requirements are installed exactly as designed by the field operations organization at Comm-Tract. Prior to coming to Comm-Tract, Cory was the lead engineer for DOT 05 which is a private specialty fiber optic company that served the carrier marketplace with the design and implementation of carrier class fiber optic networks on a nationwide basis. Cory joined Comm-Tract in 2006, and previously held engineering and project management roles at MFS, a CLEC where he was responsible for the engineering and build out of the MFS network in the northeastern states. Cory’s field expertise also brings a practical and streamlined approach to his engineering work ensuring our municipal fiber networks are designed efficiently, and precisely documented for all of our customers which now include over 180 private municipal fiber optic networks that were all designed, engineered, installed, and are currently serviced by Comm-Tract.

Bryan Hopkins - President

With over 30 years of highly successful experience in Telecommunications Industry, primarily in sales leadership, operations and general management roles, Bryan Hopkins has provided the leadership of the successful Comm-Tract organization since taking over in 2006. Comm-Tract is a privately held firm focused on the design, engineering, installation, and support of telecommunications infrastructure network solutions in fiber optics, wireless, and cabling systems. Prior to coming to Comm-Tract, Mr. Hopkins served as the Vice President and General Manager for ICG Communications as part of the executive team that restructured the CLEC for the venture capital investors into a \$250M leading VoIP provider in the US which was then acquired. Bryan also served 3 years as Area Vice President for Network Access Solutions, providing the organizational leadership to establish and grow the sales, engineering, and field operations support groups to 140 direct reports from start up to becoming a \$70M network integration company that successfully completed an IPO. Prior to NAS, he served 3 years as Vice President and General Manager for Winstar Communications from start up through IPO. He was responsible for all aspects of the wireless CLEC business in the New England/New York area including sales, field operations, engineering, real estate, and wireless local network deployment. Additional experience includes 11 years at GTE and Sprint and in domestic and international sales, sales engineering, management, and leadership roles rising to the position of the Regional Director overseeing a \$170M business in the northeast. Bryan brings a wealth of experience including the integration side of the business in the development and deployment of the switching layer solutions for our municipal fiber networks, FTTH networks, and wireless networks and will be working on this aspect of the design for Milton with the team here at Comm-Tract.

Bryan has a B.S. in Economics/Marketing/ Management from Plymouth State University and went through the Harvard University Executive Summer Program.

Note: Other design and engineering staff will be involved and working on the project. The personnel above represent the lead personnel to be involved with the project.



Section 3 – Work Effort Summary and Timeline for Project Completion

Based upon the requirements as stated in the RFQ documents, Comm-Tract personnel have calculated the work hours for the design, engineering, and documentation of the proposed fiber optic municipal area network for the Town. The work hours are shown in the table below for construction ready design, engineering, and documentation.

MILES		MILES	HOURS	PAGES	TOTAL HOURS	RATE:	TOTAL LABOR
FOOTAGE	SEGMENT	ADDER	DESIGN	DESIGN	DESIGN AND ENGINEERING		COST
1.17	1	1.27	25.4	12.7	38.1	\$ 135.00	\$ 5,143.50
2.1	1	2.2	44	22	66	\$ 135.00	\$ 8,910.00
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
0.14	1	0.24	4.8	2.4	7.2	\$ 135.00	\$ 972.00
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
0.28	1	0.38	7.6	3.8	11.4	\$ 135.00	\$ 1,539.00
0.01	1	0.11	2.2	1.1	3.3	\$ 135.00	\$ 445.50
0.11	1	0.21	4.2	2.1	6.3	\$ 135.00	\$ 850.50
0.05	1	0.15	3	1.5	4.5	\$ 135.00	\$ 607.50
1.2	1	1.3	26	13	39	\$ 135.00	\$ 5,265.00
0.25	1	0.35	7	3.5	10.5	\$ 135.00	\$ 1,417.50
0.15	1	0.25	5	2.5	7.5	\$ 135.00	\$ 1,012.50
0.3	1	0.4	8	4	12	\$ 135.00	\$ 1,620.00
0.3	1	0.4	8	4	12	\$ 135.00	\$ 1,620.00
0.21	1	0.31	6.2	3.1	9.3	\$ 135.00	\$ 1,255.50
1.2	1	1.3	26	13	39	\$ 135.00	\$ 5,265.00
0.47	1	0.57	11.4	5.7	17.1	\$ 135.00	\$ 2,308.50
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
0.7	1	0.8	16	8	24	\$ 135.00	\$ 3,240.00
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
1.19	1	1.29	25.8	12.9	38.7	\$ 135.00	\$ 5,224.50
0.92	1	1.02	20.4	10.2	30.6	\$ 135.00	\$ 4,131.00
11.45	25	13.95	279	139.5	418.5	\$ 135.00	\$ 56,497.50

Note: Timeline for Completion: 1.8 months



PREPARED BY: C. AUCOIN
DATE: JANUARY 12, 2023
PROPRIETARY AND CONFIDENTIAL

Proprietary and Confidential



Key Milestones and Deliverables for the Project:

A. High Level Design:

Comm-Tract will generate a high-level design using the prepared data, in accordance with the architectural requirements set forth during the project establishment stage. The high-level design stage may include:

- Backbone design - connecting all required Central Office (CO) locations and/or points of interest.
- CO service area carve - determining which sites are to be served from each CO location.
- High-level bill of materials for each completed design.

B. Field Validation of Design:

Comm-Tract will verify constructability. Scope will include verifying site and equipment placement. Comm-Tract will use its Standard Walkout Schema to collect the validated information and feedback.

Field Validation includes all activities such as verifying aerial routes, and visual inspection of potential underground routes/pathways, however, does not include “proofing” of duct or conduit. Proofing (rodding and roping) of the underground conduits and duct banks should be done either prior to issuance of final construction ready design or incorporated into the actual construction/installation of the network. Field Validation includes site surveys of the sites, from an outside perspective, and interior surveys for demarcation locations and internal pathways.

C. Detail Level Design:

After receiving the data obtained from field validation/survey, Comm-Tract will generate a detail level design. The field validation/survey data captures any constructability constraints and includes verification of all design elements and fiber end points. Following completion of the DLD, Comm-Tract will generate splicing documentation in our standard splicing specifications for all splice points in the network, and termination points in the network.

D. Construction Pack Creation:

Once the Detail level design has been completed, Comm-Tract will provide a full set of constructible work prints that will be separated into predetermined work zones (tiles) as determined during the detailed level design process. Construction prints are to be delivered in AutoCAD format with pdf conversions.




Section 4. Pricing and Terms

Customer agrees to the following payment schedule:

30% Initial Payment upon Acceptance of Agreement:	\$ 16,949.25
65% Payment upon actual Project Progress:	\$ 36,723.38
5% Final Payment upon Completion:	\$ 2,824.87

1. The Project Price shall be subject to adjustment in the event of any mutually agreed upon written changes made to the Scope of Work.
2. The Project Price is valid for 90-days.
3. The Project Price does not include any taxes.
4. The Project Price includes all travel and other ancillary costs.
5. The Project Price assumes access to each location is free and clear for design purposes.
6. Customer hereby agrees to the terms and conditions set forth in the Scope of Work by signing below or issuing a Purchase Order referencing this Scope of Work.
7. This Scope of Work is governed by the terms and conditions of the Master Customer Agreement or the Commonwealth of Massachusetts ITC 68 blanket contract.

Site Surveys and Field Validation:	Included
Design and Engineering – Engineering Documentation	Included
Project Management:	Included
Construction Ready Documentation:	Included
Professional Services Labor:	Included
Total Project:	\$ 56,497.50

Customer Name:	Town of Milton	Comm-Tract Corp:	
Authorized Signature:		Authorized Signature:	
Name:		Name:	Bryan Hopkins
Phone:		Phone:	(781) 890-5070 x6952
Email:		Email:	bhopkins@comm-tract.com
Date:		Date:	3/22/23

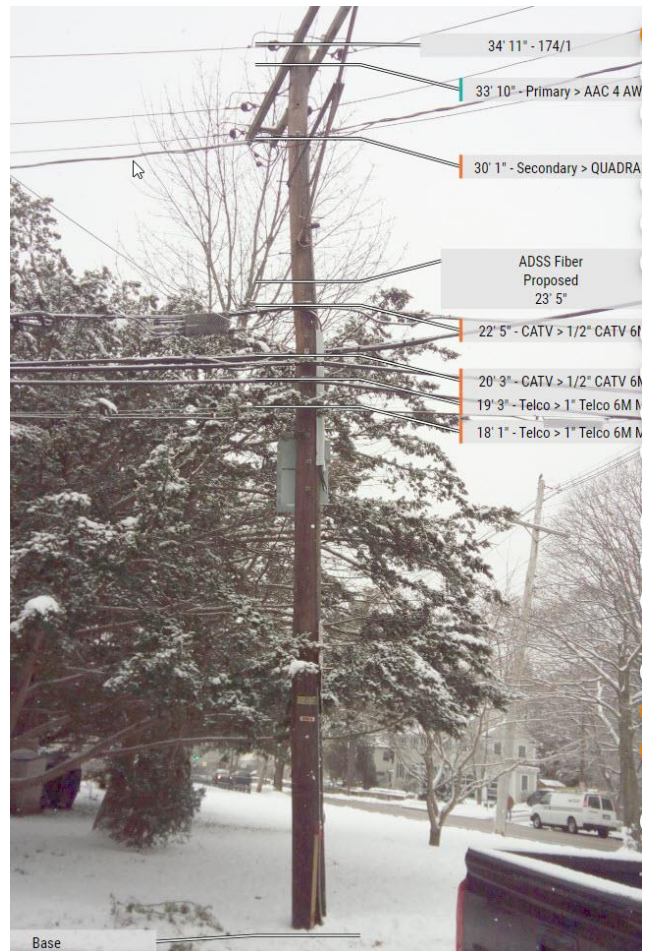


Section 5 – Optional IkeGPS Services

Comm-Tract also has the expertise and equipment/software to provide a much higher level of detail on all power and communications cables on the utility poles in Milton. This information is over and above what is needed for construction ready documentation of the network design, however offers the Town the ability to accurately record all cables, including the Milton fiber cable and fire alarm cable.

As an optional service, Comm-Tract shall perform an IkeGPS digital survey walk of each of the existing utility poles along the proposed routes. The IkeGPS tool will be used to capture a digital twin of each utility pole. The digital twin data will contain both photographic and tabular data for the vertical measurements of each existing attachment on the pole and the proposed height of the new Town of Milton fiberoptic cable. The cost budget for this optional service is \$33,388.20.

An example of the detailed records provided with this service below:





Attorneys at Law

Kevin S. Freytag
Kfreytag@mhtl.com

October 14, 2022

Via Email Only

Arthur J. Doyle, Chair
Milton Select Board
Milton Town Office Building
525 Canton Avenue
Milton, MA 02186
adoyle@townofmilton.org

Re: Engagement of Murphy, Hesse, Toomey & Lehane, LLP

Dear Mr. Doyle:

This letter, if signed on behalf of the parties, shall serve as the written engagement of Murphy, Hesse, Toomey & Lehane, LLP (“we,” “us,” “our” or the “Firm”) by the Town of Milton Select Board to provide the legal services referenced below for Fiscal Year 2024. This letter describes the basis on which the Firm will provide legal services to the Town of Milton and how we will be compensated for those services. Be assured that the Firm will do its utmost to serve the Town effectively and we will strive to represent its interests professionally and efficiently. I will have primary responsibility for the provision of general town counsel services and Attorney Andrew Waugh will have primary responsibility for the provision of legal service related to labor and employment. We may utilize other attorneys, paralegals and legal assistants in the office in the best exercise of our professional judgment. If, at any time, you have questions or concerns, please do not hesitate to contact me immediately.

We may request that the fees be adjusted hereafter to reflect, among other things, increased costs and overhead. Billing will be made monthly for the charges for our services.

We agree to provide the following services:

A. Town Counsel Services – Flat Fee

Town Counsel Services Flat are an essential element of Town Counsel services. The Select Board, the Town Administrator, building, financial, licensing, planning and zoning issues,

Arthur Doyle, Chair

October 14, 2022

Page 2 of 4

and Town Meeting generate the most work. All Town departments need help with legal issues throughout the year, including without limitation meetings, telephone conferences, review of requests, review of documents, legal research and analysis, rendering advice, and providing opinions. In our experience, this work maintains a professional relationship with Town of Milton personnel and provides a preventive maintenance service which allows the Town to identify and deal with legal issues in their early stages and thus reduce the risk of legal problems and litigation.

In accordance with the vote of Town Meeting on Article 4 of the October 25, 2021, Special Town Meeting, we request that the budget for Town Counsel Retainer services remain at seventy five thousand (\$75,000.00) dollars.

B. Town Counsel Special Services

Special services include litigation, mediation, arbitration, the drafting and review of procurement materials, the drafting and review of contracts as well as other unique or extraordinary matters not included in under Town Counsel Services – Flat Fee or Labor Services. We request that the hourly rate for lawyer services increase from two hundred and ten dollars (\$210.00) per hour to two hundred and twenty dollars (\$220.00) per hour and that the hourly rate for paralegal services remain at ninety five dollars (\$95) per hour.

C. Town Counsel Special Services - Other Than Law Department Budget

We request that the hourly rate for lawyer services remain at two hundred twenty (\$220.00) dollars per hour and that the hourly rate for paralegal services remain at ninety five dollars (\$95) per hour. This type of service is reserved for large, unusual, and complex projects. An example of this type of service is the service that was provided to the Town in connection with the purchase of the property on Canton Avenue adjacent to the Central Library property.

D. Town Counsel Disbursements

We request that this account remain at six thousand five hundred dollars (\$6,500.00). This will help to reimburse us for expenses we pay on behalf of the Town of Milton, such as court filing fees, fees for stenographic services and deposition transcripts, fees to record documents in the Registry of Deeds, and fees to obtain copies of documents from the Registry of Deeds and State agencies.

E. Town Counsel Claims

Arthur Doyle, Chair

October 14, 2022

Page 3 of 4

We request that Town Counsel claims remain at \$1,000.

F. Labor Services

Labor Services include all services related to related to labor and employment matters. We request that the hourly rate for lawyer services related to labor and employment matters increase to two hundred and twenty dollars (\$220.00) per hour and that the hourly rate for paralegal services remain at ninety five dollars (\$95) per hour, in accordance with notice that was provided to the Town in on our firm's January 2022 invoice to the Town for Labor Services.

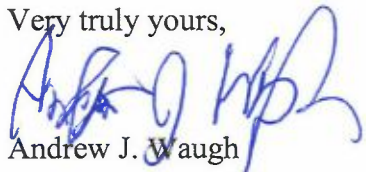
G. Appointment

We ask that upon approval of our engagement the Select Board take official action to appoint our firm to represent the Town by providing the services described herein. This may be accomplished by a vote of the Select Board.

Upon authorization of the Select Board, please execute one copy of this engagement letter and return it to Attorney Freytag, and keep a copy for your records.

We thank the Select Board, you, the personnel in the office of the Select Board, and all Town and School employees, boards, commissions and committees for the opportunity to represent the Town of Milton. We are honored to do so.

Very truly yours,


Andrew J. Waugh
(Labor Services)


Kevin S. Freytag
(Town Counsel Services)

Arthur Doyle, Chair

October 14, 2022

Page 4 of 4

Approved by the Select Board on _____.
DATE

Nicholas Milano, Town Administrator

Authorized by the Select Board on _____.
DATE



Town of Milton

TEL 617-898-4846

TOWN OFFICE BUILDING
525 CANTON AVENUE
MILTON, MASSACHUSETTS

SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Kathleen Pendleton

Applicant's Address: 170 Centre Street, Milton MA 02186

Applicant's Contact Information: [REDACTED] [REDACTED]
Telephone # E-Mail Address

Organization Name: Milton Academy

Name of Event: Reunion 2023-Leadership and Loyalty Reception

Description of Event: Alumni reunion weekend for Milton Academy

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: Friday, June 16, 2023

Hours of Event: 5:00-6:00 pm

Location of Event: 170 Centre Street, Milton MA 02186

Number of Participants: 175

License For: ☒ All Alcoholic Beverages - Issued only to a non-profit organization
☐ Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: _____

SIGNATURE: _____ SIGNATURE: _____
Chief of Police Town Administrator on behalf of Select Board

APPLICANT'S SIGNATURE: Kathleen R. Pendleton Date: 02/01/23

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.



Town of Milton

TEL 617-898-4846

TOWN OFFICE BUILDING
525 CANTON AVENUE
MILTON, MASSACHUSETTS

SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Kathleen Pendleton

Applicant's Address: 170 Centre Street, Milton, MA 02186

Applicant's Contact Information:

Telephone #

E-Mail Address

Organization Name: Milton Academy

Name of Event: Reunion 2023- Alumni Dinner

Description of Event: Alumni Reunion weekend for Milton Academy

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: Friday, June 16, 2023

Hours of Event: 6-9 pm

Location of Event: 170 Centre Street, Milton MA 02186: Warren Hall

Number of Participants: 25

License For: ☒ All Alcoholic Beverages - Issued only to a non-profit organization

☐ Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: _____

SIGNATURE: _____
Chief of Police

SIGNATURE: _____
Town Administrator on behalf of Select Board

APPLICANT'S SIGNATURE: Kathleen R Pendleton Date: 2/1/23

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.



Town of Milton

TEL 617-898-4846

TOWN OFFICE BUILDING
525 CANTON AVENUE
MILTON, MASSACHUSETTS

SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Kathleen Pendleton

Applicant's Address: 170 Centre Street, Milton, MA 02186

Applicant's Contact Information: [REDACTED]
Telephone # _____ E-Mail Address _____

Organization Name: Milton Academy

Name of Event: Reunion 2023- All Class Party

Description of Event: Alumni Reunion weekend at Milton Academy

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: Friday, June 16, 2023

Hours of Event: 6-9 pm

Location of Event: 170 Centre Street, Milton, MA 02186: Tent on the Main Quad

Number of Participants: 300

License For: ☒ All Alcoholic Beverages - Issued only to a non-profit organization

☐ Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: _____

SIGNATURE: _____ SIGNATURE: _____
Chief of Police Town Administrator on behalf of Select Board

APPLICANT'S SIGNATURE: Kathleen R Pendleton Date: 02/01/23

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.



Town of Milton

TEL 617-898-4846

TOWN OFFICE BUILDING
525 CANTON AVENUE
MILTON, MASSACHUSETTS

SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Kathleen Pendleton

Applicant's Address: 170 Centre Street, Milton, MA 02186

Applicant's Contact Information: [REDACTED]
Telephone # _____ E-Mail Address _____

Organization Name: Milton Academy

Name of Event: Reunion 2023-1998 25th Reunion Dinner

Description of Event: Alumni Reunion weekend for Milton Academy

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: Friday, June 16, 2023

Hours of Event: 6-9 pm

Location of Event: 170 Centre Street, Milton, MA 02186: Pritzker Science Center

Number of Participants: 50

License For: ☒ All Alcoholic Beverages - Issued only to a non-profit organization
☐ Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: _____

SIGNATURE: _____ SIGNATURE: _____
Chief of Police Town Administrator on behalf of Select Board

APPLICANT'S SIGNATURE: Kathleen R Pendleton Date: 02/01/23

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.



Town of Milton

TEL 617-898-4846

TOWN OFFICE BUILDING
525 CANTON AVENUE
MILTON, MASSACHUSETTS

SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Kathleen Pendleton

Applicant's Address: 170 Centre Street, Milton, MA 02186

Applicant's Contact Information: [REDACTED]
Telephone # E-Mail Address

Organization Name: Milton Academy

Name of Event: Reunion 2023- Alumni Dinner

Description of Event: Alumni Reunion weekend for Milton Academy

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: Saturday, June 17, 2023

Hours of Event: 6-9 pm

Location of Event: 170 Centre Street, Milton, MA 02186: Quad Tent

Number of Participants: 300

License For: ☒ All Alcoholic Beverages - Issued only to a non-profit organization

☐ Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: _____

SIGNATURE: _____ SIGNATURE: _____
Chief of Police Town Administrator on behalf of Select Board

APPLICANT'S SIGNATURE: Kathleen R Pendleton Date: 02/02/23

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.



Town of Milton

TEL 617-898-4846

TOWN OFFICE BUILDING
525 CANTON AVENUE
MILTON, MASSACHUSETTS

SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Kathleen Pendleton

Applicant's Address: 170 Centre Street, Milton, MA 02186

Applicant's Contact Information: [REDACTED]
Telephone # _____ E-Mail Address _____

Organization Name: Milton Academy

Name of Event: Reunion 2023- 55+ Reunion Classes Dinner

Description of Event: Alumni Reunion weekend for Milton Academy

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: Saturday, June 17, 2023

Hours of Event: 6-9 pm

Location of Event: 170 Centre Street, Milton, MA 02186: Ware Hall

Number of Participants: 50

License For: ☒ All Alcoholic Beverages - Issued only to a non-profit organization

☐ Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: _____

SIGNATURE: _____ SIGNATURE: _____
Chief of Police Town Administrator on behalf of Select Board

APPLICANT'S SIGNATURE: Kathleen R Pendleton Date: 02/02/23

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.



Town of Milton

TEL 617-898-4846

TOWN OFFICE BUILDING
525 CANTON AVENUE
MILTON, MASSACHUSETTS

SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Kathleen Pendleton

Applicant's Address: 170 Centre Street, Milton, MA 02186

Applicant's Contact Information: [REDACTED]

Telephone # _____ E-Mail Address _____

Organization Name: Milton Academy

Name of Event: Reunion 2023- 50th Class Party

Description of Event: Alumni Reunion weekend at Milton Academy

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: Saturday, June 17, 2023

Hours of Event: 6-9 pm

Location of Event: 170 Centre Street, Milton, MA 02186: Pritzker Science Center

Number of Participants: 50

License For: ☒ All Alcoholic Beverages - Issued only to a non-profit organization
☐ Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: _____

SIGNATURE: _____ SIGNATURE: _____
Chief of Police Town Administrator on behalf of Select Board

APPLICANT'S SIGNATURE: Kathleen R Pendleton Date: 02/01/23

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.



Town of Milton

TEL 617-898-4846

TOWN OFFICE BUILDING
525 CANTON AVENUE
MILTON, MASSACHUSETTS

SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Kathleen Pendleton

Applicant's Address: 170 Centre Street, Milton, MA 02186

Applicant's Contact Information: [REDACTED]

Telephone #

E-Mail Address

Organization Name: Milton Academy

Name of Event: Reunion 2023- 25th Reunion

Description of Event: Alumni Reunion weekend for Milton Academy

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: Saturday, June 17, 2023

Hours of Event: 6-9 pm

Location of Event: 170 Centre Street, Milton, MA 02186: Straus Library

Number of Participants: 70

License For: ☒ All Alcoholic Beverages - Issued only to a non-profit organization

☐ Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: _____

SIGNATURE: _____
Chief of Police

SIGNATURE: _____
Town Administrator on behalf of Select Board

APPLICANT'S SIGNATURE: Kathleen R Pendleton Date: 02/02/23

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.



Town of Milton

TOWN OFFICE BUILDING
525 CANTON AVENUE
MILTON, MASSACHUSETTS

TEL 617-898-4846

SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Heidi Vaughan

Applicant's Address: 215 Adams Street

Applicant's Contact Information: [REDACTED]
Telephone # _____ E-Mail Address _____

Organization Name: Forbes House Museum

Name of Event: Candidate meet-and-greet

Description of Event: Casual friend/fundraiser for Select Board candidate George Ashur

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: April 11

Hours of Event: 6:30-9:00 pm

Location of Event: Forbes House Museum

Number of Participants: 100

License For: ☐ All Alcoholic Beverages - Issued only to a non-profit organization

☒ Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: _____

SIGNATURE: _____
Chief of Police

SIGNATURE: _____
Town Administrator on behalf of Select Board

APPLICANT'S SIGNATURE: Heidi Vaughan

Date: 3-29-23

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.

**POLICY, PERMIT APPLICATION AND RELEASE FOR USE OF
THE TOWN GREEN AND/OR THE BARON HUGO GAZEBO**

APPLICATION

Applicant's Name: R.G. Wilson-Lyons for first Congregational Church

Applicant's Address: 495 Canton Ave, Milton, MA 02186

Applicant's Phone: [REDACTED]

Description of proposed use: We are planning to restart our strawberry festival that will include food, music, face painting, and other fun activities on the lawn of the church and the town green.

(Please provide as much detail as possible.)

Proposed Event Date: 6/10/2023

Proposed Event Start Time: 10 AM

Proposed Event End Time: 2 PM

Number of Guests and/or Attendees: 500

The Applicant certifies that he/she has read the foregoing policy and agrees to comply therewith, that all of the information provided in this application is true and correct, and that the applicant shall abide by any conditions of this permit.

Signature of Applicant: R.G. Wilson-Lyons Date: 3/23/2023

Printed Name: R.G. Wilson-Lyons

Printed Title: Reverend

-----For Completion by the Select Board/Town Administrator-----
Approved by: _____

Select Board / Town Administrator

Date

Conditions of Approval: _____

Use Charge(s): _____

POLICY, PERMIT APPLICATION AND RELEASE FOR USE OF THE TOWN GREEN AND/OR THE BARON HUGO GAZEBO

RELEASE AND INDEMNITY AGREEMENT

I, R.G. Wilson-Lyons, of 495 Canton Ave,
(Applicant Name) (Applicant Address)

in consideration of the grant of permission to use the Town Green and/or the Baron Hugo
Gazebo located in front of the Milton Town Office Building at 525 Canton Ave, Milton, MA
02186 for the purpose of Strawberry Festival on the date of 6/10/2023,
(Description of event) (Date)

forever release, indemnify and hold harmless the Town of Milton, Massachusetts, and all of its
officers, employees, boards, commissions and committees, including without limitation the
Milton Select Board and the Town Administrator (the "Indemnities") from all claims, causes of
action, costs, damage and liability of any kind, including without limitation death, personal
injury, property damage and attorney's fees, including without limitation those related to
COVID-19, which the Applicant now has or may have or hereafter may have against any of the
Indemnities resulting from the Applicant's and or the Applicant's invitees' use of the Town
Green and/or the Baron Hugo Gazebo. This provision is limited to claims for ordinary
negligence, and shall not apply to claims for gross negligence or reckless or intentional conduct.

Signature of Applicant: R.G. Wilson-Lyons

Date: 3/23/2023

Printed Name: R.G. Wilson-Lyons

Printed Title: Reverend



Town of Milton

Parks and Recreation Department
525 Canton Avenue
Milton, MA 02186
617-898-4940

March 24, 2023

Nicholas Milano, Town Administrator
525 Canton Avenue
Milton, MA 02186

Dear Mr. Milano,

On behalf of the Parks and Recreation Department we would like to request the use of the East Milton Deck for a Summer Concert on the Common. The date would be June 9th. from 6:00pm. to 9:00pm. This would be our first attempt for an event on the newly renovated deck but anticipate with planning and coordination with other departments it could be a successful and exciting community event.

We hope that you will again look favorably upon our request. If you have any questions, please feel free to call the Parks and Recreation office.

Thank you for your consideration.

Sincerely,

Kevin Chrisom, Director
Milton Parks Department

Select Board Meeting Minutes

Meeting Date: 3/7/2023

Members in Attendance: Arthur Doyle, Chair; Michael Zullas, Vice Chair, Richard Wells, Secretary Erin Bradley, Member; Roxanne Musto, Member; Nicholas Milano, Town Administrator and Lynne DeNapoli, Executive Administrative Assistant to the Select Board

Guests Attorney Kevin Freytag, office of Town Counsel

Meeting Location: Hybrid from the Council on Aging

Time Meeting called to Order: 7:03PM

Time Meeting Adjourned: 9:41PM

Executive Session Called to Order: 7:32PM

Executive Session Adjourned: 8:14PM

- 1. Call to Order**
- 2. Pledge of Allegiance**

Chair Doyle called the Select Board meeting to order at 7:03PM and reported that the hybrid meeting is being held from the Council on Aging. Secretary Richard Wells and Member Erin Bradley were joining via Zoom. Chair Doyle introduced the Members of the Board and Staff and led the Pledge of Allegiance.

3. Public Comment

Larry Lawfer, Chair of the Local Historic District Study Committee joined the meeting to provide the Board Members with a brief update on the Committee's progress. The Committee has chosen Milton Village as their local historical district. Within the coming weeks, the Committee members will vote on their proposal and submit it to the Commonwealth of Massachusetts Historical Commission and the Planning Board. Following the Commonwealth's review process, the Local Historic District Study Committee will host a public hearing. Notices will be sent to all properties owners within the district with details regarding the public hearing. Approval by Town Meeting is also required.

Mr. Lawfer thanked his colleagues for their hard work on this proposal. He encouraged Milton residents to participate in the Local Historic District Study survey that is on the Town's website.

- 4. Discussion/Update/Approval - Annual Town Meeting warrant articles**
 - a. Warrant Article for an Appropriation for the School Building Committee**
 - b. Warrant Article from the Bylaw Review Committee regarding extension of the Bylaw Review Committee and an appropriation**
 - c. Warrant Article for a Historic District Bylaw from the Historic District Study Committee**

Mr. Zullas, the Select Board Representative for the School Building Committee provided his colleagues with an overview of the appropriation. The School Building Committee has requested up to \$275,000 for the initial design, geotechnical services and other components.

Mr. Wells moved to approve the Warrant Article for the School Building Committee for inclusion in the Annual Town Meeting warrant for an appropriation amount to be determined at a later date. The motion was seconded by Ms. Musto. The Board Members voted unanimously by roll call (5-0) to approve the warrant article for the School Building Committee appropriation.

ZULLAS: YES

WELLS: YES

BRADLEY: YES

MUSTO: YES

DOYLE: YES

(4B) Mr. Mullin, Chair of the Bylaw Review Committee joined the meeting to respond to the Select Board's recommendation to change the Committee's appointment process. The Bylaw Review Committee would prefer not to make any changes at this time. The Committee is making good progress and is eager to see this process through to the end. The Committee requests that the Select Board approve their Warrant Article and funding request.

Following a discussion, Mr. Wells moved to approve the Warrant Article from the Bylaw Review Committee regarding extension of the Bylaw Review Committee and an appropriation in the amount of \$5,730.00 for an inclusion on the Annual Town Meeting warrant. The motion was seconded by Ms. Musto. The Board voted by roll call (4-1) to approve the warrant article for the School Building Committee appropriation.

ZULLAS: YES

WELLS: YES

BRADLEY: NO

MUSTO: YES

DOYLE: YES

At 7:31PM, Chair Doyle welcomed the Members of the Airplane Noise Advisory Committee, (ANAC) to the Select Board Meeting. The Select Board and the Airplane Noise Advisory Committee will be meeting in an Executive Session. Ms. Kathleen Conlon, the Chair called the Airplane Noise Advisory Committee meeting to order and invited the Members to introduce themselves.

Kathleen Conlon, Chair
Andrew Schmidt
Rajai Pathak

5. Executive Session - Pursuant to M.G.L. c. 30A, § 21(a)(3) - Discussion/Strategy with respect to litigation filed by the Town of Milton v. Federal Aviation Administration, No. 22-152 (U.S. Court of Appeals, First Circuit)

A 7:32PM, Chair Doyle moved to enter into Executive Session to discuss (litigation) strategy with respect to litigation filed by the Town of Milton v. Federal Aviation Administration, No. 22-152 (U.S. Court of Appeals, First Circuit) based on my belief that discussion of this matter in open

session may have a detrimental effect on the litigating position of the Select Board. The Select Board will return to Open Session. The motion was seconded by Mr. Zullas. The Board voted by roll call (3-0) to enter Executive Session.

ZULLAS: YES

MUSTO: YES

DOYLE: YES

6. Executive Session - Pursuant to M.G.L. c. 30A, § 21(a)(3) - To discuss strategy with respect to litigation against the Massachusetts Bay Transit Authority regarding the condition of the stairs located at the MBTA station located at Adams Street, Milton, MA

Chair Doyle moved to enter into Executive Session to discuss litigation strategy against the Massachusetts Bay Transit Authority (MBTA) related to the condition of the stairs at the MBTA station located at Adams Street, Milton, MA based on my belief that discussion of this matter in open session may have a detrimental effect on the litigating position of the Select Board. The Select Board will return to Open Session. The motion was seconded by Mr. Zullas. The Board voted by roll call (3-0) to enter Executive Session.

ZULLAS: YES

MUSTO: YES

DOYLE: YES

7. Executive Session - Pursuant to M.G.L. c. 30A, § 21(a)(6) - To consider the purchase, exchange, lease or value of real property of the Kidder Branch Library located at 101 Blue Hills Parkway

Chair Doyle moved to enter into Executive Session to consider the purchase, exchange, lease or value of real property located at 101 Blue Hills Parkway (Kidder Branch Library) based on my belief that discussion of this matter in open session may have a detrimental effect on the negotiating position of the Select Board. The Select Board will return to Open Session. The motion was seconded by Ms. Musto. The Board voted by roll call (3-0) to enter Executive Session.

ZULLAS: YES

MUSTO: YES

DOYLE: YES

Chair Conlon moved to enter into Executive Session to discuss (litigation) strategy with respect to litigation filed by the Town of Milton v. Federal Aviation Administration, No. 22-152 (U.S. Court of Appeals, First Circuit) based on my belief that discussion of this matter in open session may have a detrimental effect on the litigating position of the Select Board and the Airplane Noise Advisory Committee. The Airplane Noise Advisory Committee will not return to Open Session. The motion was seconded by Mr. Schmidt. The Committee voted by roll call (3-0) to enter Executive Session

HUNT: YES
SCHMIDT: YES
CONLON: YES

Mr. Wells did not participate in the roll call votes to enter Executive Session. Ms. Bradley did not participate in the roll call votes to enter Executive Session Mr. Wells joined the Executive Session in person and Ms. Bradley joined via Zoom).

The Board returned to Open Session at 8:18PM.

4c. Mr. Milano noted that the Historic District Study Committee will not be submitting a Warrant Article for the 2022 Annual Town Meeting.

8. Discussion/Approval - Policies on Decorum at Public Meetings in Milton First Reading

The Select Board has agreed to defer action on the decorum at public meetings until their meeting on March 21st.

9. Discussion/Approval - MassDOT Letter to the Town of Milton regarding the Randolph Ave / Chickatawbut Road project

Mr. Milano reviewed the response letter from MassDOT regarding the Town's concerns regarding the Randolph Ave / Chickatawbut Road project.

10. Discussion/Update– Select Board Finance Committee Report

Mr. Zullas, Chair of the Select Board Finance Committee shared an update on the FY2024 budget. Milton will receive \$4.4 million from the Department of Revenue in free cash as well as an increase in state aid. \$750, 000.00 in funds for rising health insurance costs will not be needed. The Town Administrator's level funded budget is balanced. The Town has also developed a needs-based budget and is working to mitigate the \$ 2.7 million deficit that it would create.

The Select Board Finance Committee is scheduled to meet with the MPS Finance Sub-Committee and the full School Committee on March 10th and March 14th. The Members offered their feedback and discussed the best way to move forward.

11. Discussion/Update - Capital Improvement Planning Committee Recommendation for the FY2024 Capital Budget

Mr. Wells expressed his appreciation to the Capital Improvement Planning Committee, both past and present members for their dedication and hard work. Mr. Milano highlighted a few of the

capital projects that the Committee has voted to fund in FY2024. The projects involve replacing existing equipment and improving facilities within the Town and Milton Public Schools.
FY24 Capital Recommendation: \$6,742,022

\$1Million-Roadway construction
\$100,000 Traffic Calming Needs
\$1Million-DPW Salt Shed
\$500,000 Chrome Books -20% annual replacement
\$200,000 Financial Software Upgrades

12. Discussion/Approval - Opioid Settlements:

a. Agreements with Teva, Allergan, Walgreens, Walmart and CVS

Mr. Milano provided an update on the Opioid Settlement Agreement. Monies from additional settlements will be distributed to participating municipalities like Milton during Fiscal Year 2024. The estimated additional settlement amount: \$45,000-\$55,000.

Mr. Zullas moved to approve the Opioid Settlement Agreements with Teva, Allergan, Walgreens, Walmart and CVS and authorize the Town Administrator to execute the Settlement Participation Forms. The motion was seconded by Mr. Wells. The Board voted unanimously to approve the Opioid Settlement Agreements with Teva, Allergan, Walgreens, Walmart and CVS and authorize the Town Administrator to execute the Settlement Participation Forms.

ZULLAS: YES

WELLS: YES

BRADLEY: YES

MUSTO: YES

DOYLE: YES

(12b) The Select Board agreed to defer the discussion on the Opioid Settlement Funds and appropriation.

13. Discussion/Approval - Shared Housing Services Office Intermunicipal Agreement

Mr. Tim Czerwinski, Director of Planning and Community Development provided the Select Board Members with an overview of the Shared Housing Services Office Intermunicipal Agreement.

A Shared Housing Service Office, SHSO is a regional organization that provides for management and monitoring of affordable housing for participating communities such as Milton, Medfield, Bellingham, Randolph, Hopkinton, Sharon and Norwood. The SHSO can build upon the existing staff's capacity by providing the expertise and staffing needed to manage the affordable housing track on an ongoing basis. The regional collaboration provides a forum for municipalities to share ideas, approaches and strategies.

Mr. Wells moved to approve the Shared Housing Services Office Intermunicipal Agreement and authorize the Town Administrator to sign on the Board's behalf. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the Shared Housing Services Office Intermunicipal Agreement and authorize the Town Administrator to sign on the Board's behalf.

ZULLAS: YES

WELLS: YES

BRADLEY: YES

MUSTO: YES

DOYLE: YES

14. Discussion/Approval - Local Initiative Program Applications for Local Action Units

- a. 2 condo units at 34 Fairbanks Road, required by the Wolcott Woods special permit**

Mr. Tim Czerwienski, Director of Planning and Community Development provided the Board Members with an update on the Local Initiative Program Applications for Local Action Units: 2 condo units at 34 Fairbanks Road, required by the Wolcott Woods special permit.

The Local Initiative Program (LIP) is a state program that encourages the creation of affordable housing by providing technical assistance to communities and developers who **are** working together to create affordable rental opportunities. Mr. Czerwienski noted that the Affordable Housing Trust has reviewed the application and recommends that the Town move forward. Once approved by the Select Board, the application will need to be reviewed by the Department of Housing and Community Development.

Mr. Wells moved to approve the Local Initiative Program Applications for Local Action Units, specifically 2 condo units at 34 Fairbanks Road, required by the Wolcott Woods special permit authorize the Chair to sign on the Board's behalf. The motion was seconded by Mr. Zullas. The Board voted unanimously by roll call (5-0) to approve the Local Initiative Program Applications for Local Action Units, specifically 2 condo units at 34 Fairbanks Road, required by the Wolcott Woods special permit authorize the Chair to sign on the Board's behalf.

ZULLAS: YES

WELLS: YES

BRADLEY: YES

MUSTO: YES

DOYLE: YES

15. Discussion/Update - Animal Shelter Request for Proposals

Mr. Tim Czerwienski, Director of Planning and Community Development provided the date that the Requests for Proposals will be advertised: Wednesday, April 12th. Mr. Czerwienski will continue to keep the Board apprised of any updates regarding the animal shelter project.

16. Discussion/Approval – Recommendation from the Municipal Broadband Committee for I-Net Design Services

a. Pike Telecom and Renewables, NB+C, Comm Tract Corp, CTC Technology and Energy

Mr. Zullas, the SB representative on the Municipal Broadband Committee provided his colleagues with an update on the status of the Requests for Qualifications for the I-Net Design Services. In addition to reviewing the applications, the Municipal Broadband Committee working with its Consultant, Mr. Patterson from Entry Point Networks and Mr. Milano, our Town Administrator interviewed the companies and offered their recommendations.

- I. Comm Tract Corp
- II. NB+C
- III. Pike Telecom and Renewables
- IV. CTC Technology and Energy

Mr. Wells moved to approve the Recommendation from the Municipal Broadband Committee for I-Net Design Services with Comm Tract Corp and authorize the Town Administrator to enter contract negotiations. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the recommendation from the Municipal Broadband Committee for I-Net Design Services with Comm Tract Corp and authorize the Town Administrator to enter contract negotiations.

ZULLAS: YES
WELLS: YES
BRADLEY: YES
MUSTO: YES
DOYLE: YES

17. Committee Appointments:

a. Climate Action Planning Committee

The Select Board agreed to defer appointments to the Climate Action Planning Committee to their meeting on March 21, 2023. Select Board Members wanted to ensure that any residents who wanted to apply were given the opportunity to do so. The deadline to apply is Friday, March 10th at 1:30PM.

b. Youth Task Force

The Select Board agreed to defer appointments to the Youth Task Force to their meeting on March 21, 2023. Select Board Members wanted to ensure that any residents who wanted to apply were given the opportunity to do so. The deadline to apply is Friday, March 10th at 1:30PM.

18. Discussion/Approval - Investment Policy Second Reading

Mr. Wells moved to approve the Investment Policy. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the Investment Policy.

ZULLAS: YES

WELLS: YES

BRADLEY: YES

MUSTO: YES

DOYLE: YES

19. Discussion/Approval - 2022 Annual Report submission of the Select Board

The Select Board Members made a request to add a special thank you to Ms. Kathleen Conlon for preparing the report. The Members also amended a job title.

Mr. Wells moved to approve as amended the 2022 Annual Report submission of the Select Board. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the 2022 Annual Report of the Select Board.

ZULLAS: YES

WELLS: YES

BRADLEY: YES

MUSTO: YES

DOYLE: YES

20. Discussion/Approval - Approval for the Discovery Schoolhouse, Inc. to conduct an environmental inspection and appraisal inspection on the Kidder Branch Library property located at 101 Blue Hills Parkway

Mr. Wells moved to approve the Discovery Schoolhouse, Inc.'s request to conduct an environmental inspection and appraisal inspection on the Kidder Branch Library property at 101 Blue Hills Parkway and authorize the Town Administrator to sign on the Board's behalf. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the Discovery Schoolhouse, Inc.'s request to conduct an environmental inspection and appraisal inspection on the Kidder Branch Library property at 101 Blue Hills Parkway and authorize the Town Administrator to sign on the Board's behalf.

ZULLAS: YES
WELLS: YES
BRADLEY: YES
MUSTO: YES
DOYLE: YES

21. Discussion/Approval - One Day Liquor License Applications - Milton Fruit Center, 338 Granite Ave., Milton, MA - 50th Anniversary Celebration events

Mr. Wells recommended that the Select Board offer a proclamation to the Fruit Center in recognition of its 50th Anniversary.

Mr. Wells moved to approve the one-day liquor license applications for the Milton Fruit Center for the days and times listed below. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the one-day liquor licenses for the Fruit Center.

Anniversary Celebration-First Saturday, May 6, 2023, 1PM-4PM
Anniversary Celebration-Second Saturday, May 13, 2023, 1PM-4PM
Anniversary Celebration- Third Saturday, May 20, 2023, 1PM-4PM
Anniversary Celebration-Fourth Saturday, May 27, 2023, 1PM-4PM

ZULLAS: YES
WELLS: YES
BRADLEY: YES
MUSTO: YES
DOYLE: YES

22. Discussion/Approval – Meeting Minutes - February 7, 2023 and February 13, 2023

Mr. Wells moved to approve the meeting minutes for February 7, 2023 and February 13, 2023. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call to approve the meeting minutes.

ZULLAS: YES
WELLS: YES
BRADLEY: YES
MUSTO: YES
DOYLE: YES

23. Town Administrator's Report

Mr. Milano met with the PILOT Committee recently on Friday, March 3rd. The Committee discussed their goals and next steps.

Mr. Milano attended the Warrant Committee Meeting on Monday, March 6th.

Mr. Milano shared the current job opportunities available in Milton and noted that they are posted on the Town's website: www.townofmilton.org.

Assistant Health Director

Information Technology Assistant

Civil Engineer

Director of Consolidated Facilities

Mr. Milano welcomed Dominique Wright to the Town of Milton. Ms. Wright has joined the staff at Milton Public Library.

24. Chair's Report

Chair Doyle noted that the School Building Committee and the Conservation Committee scheduled a site walk on Saturday, March 11th of the proposed areas outlined in the Land Swap warrant article. The site walk will be followed by a meeting in the Blute Conference Room at Town Hall.

Mr. Wells requested a moment of personal privilege to share memories of John Carroll and Edward Villard, former Milton Police Officer.

25. Public Comment Response

The Select Board will not take any action on the recommendations made by the local Historic District Study Committee at this time. the discussion will be deferred to a later date.

26. Future Meeting Dates:

The Board will meet on Tuesday, March 21, 2023, April 4, 2023, Tuesday, April 11, 2023 (Quarterly Meeting of the Governor Stoughton Trustees), Tuesday, April 18, 2023

27. Adjourn

Mr. Wells moved to adjourn at 9:41PM. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call to adjourn.

ZULLAS: YES

WELLS: YES

BRADLEY: YES

MUSTO: YES

DOYLE: YES

Respectfully submitted by Lynne DeNapoli, Executive Administrative Assistant to the Select Board

Documents:

Bylaw Review Committee Warrant Article

Policies on Decorum in Public Meetings

Letter from MassDOT- Randolph Ave / Chickatawbut Road

FY 2024 Budget Recommendation from the Capital Improvement Planning Committee and Town Administrator

Milton Investment Policy

Climate Action Planning Committee Charge

Climate Action Planning Committee Applicants:

Tracy Dyke-Redmond, John Godleski, Alex Hasha, Ron Israel Lisa Troy

Youth Task Force Charge

Youth Task Force Applicants:

Griffin Angus, Lisa Courtney, Allison Gagnon, Jaime Levash, Christina Lilliehook, Neal Pilavin,

Rachel Pozzar, Zaidee Rose, John Varghese

Request for Qualifications: from Comm Tract Corp

Request for Qualifications NB+C

Request for Qualifications Pike Telecom and Renewables

Request for Qualifications CTC Technology and Energy

Milton Fruit Center One-Day Liquor License Applications: May 6th, May 13th, May 20th, May 27th

Draft of Meeting Minutes-February 7, 2023 and February 13, 2023

ARPA FUNDED POSITIONS TO BE CONTINUED FOR FY 24

(All positions are Unit A except as noted)

PreSchool Coordinator: This is a position that was eliminated due to budget cuts several years ago. This person is responsible for overseeing the curriculum and staff of all preschool programs. It is the equivalent of an Assistant Principal position, except that it is responsible for preschool programs regardless of in which school they reside. (Unit B)

Team Chair/ 504 Coordinator: Responsible for the oversight of all 504 plans under the Americans with Disabilities Act. This is a district-wide position.

Elementary Reading Specialist: To continue to address learning loss.

High School Math Teacher: Specifically to address learning loss at the High School level.

Kindergarten Aides: ARPS funding allowed us to return all Kindergarten aides to full time. They had been reduced to .8 fte in budget cuts several years ago, but that meant they were available to students at the beginning of the day or the end, but not both. This was a necessary restoration. (Unit D members)

Part Time Nurses: These are two part-time nurses (.4 fte, 2 days per week each) to address the increased demands on the nursing staff. This brings us to one nurse per school, one floating nurse and the two part time nurses, in addition to the Director of Nursing. Due to the pandemic, substitute nurses are no longer available, so we need to have these positions to maintain a full complement of staff at all times.

Board Certified Behavioral Analysts: (2 positions) BCBAs work with Special Education students and staff, evaluating services and providing guidance for students, especially those with behavioral issues (such as those on the autism spectrum).



Design and Engineering Services Scope of Work

V.02

March 22nd 2023





Section 1 – Overview of the Project

The Town of Milton issued an RFQ for the following design services. Comm-Tract responded to the RFQ on 2/3/23 and the Town of Milton notified Comm-Tract of award on 3/9/23. The following scope of work (SOW) is being issued for formal contract purposes.

The Town of Milton's stated objectives in the RFP for this project are as follows:

"The Town of Milton, Milton, MA ("the Town"), acting through the Milton Select Board, invites the submission of sealed Responses for Designer Services related to the design of a next generation fiber optic communications network ("Network") that will provide next generation Internet access service needed for Town operations (e.g., transmission capacity, Internet access, voice, video, security monitoring, cloud computing and storage) within the Service Area (as hereinafter defined), as contemplated by that certain *Design and Cost Estimate for a Town I-Net Prepared for the Town of Milton, Massachusetts* by CTC Technology and Energy dated January 2019. The Town will provide design support, including (but not necessarily limited to): (i) functional requirements to be used to develop and document a complete network architecture including required standards and logical network diagram (ii) access to existing infrastructure information, including agreements, rights-of-way and easement records (iii) project points of contact for communication and coordination to facilitate the sharing of information and expertise; (iv) approving and documenting architecture or design changes, revising local rules, regulations or requirements to improve outcomes or decrease the cost to deploy the Network; and (v) collaboration with local research and education networks."

The following SOW issued for contract purposes incorporates by reference Comm-Tract's RFQ Response dated 2/3/23 and associated terms and conditions stated in the RFQ Response.



Section 2 - Town-Wide Fiber Network: Outside Plant Engineering and Design Services

Comm-Tract has reviewed the services requested and the desired process as defined in the RFQ, and we are very comfortable with the process as it closely mirrors our standard design and engineering process for all fiber optic municipal area networks that Comm-Tract deploys in Massachusetts. Specifically, Comm-Tract will provide the following services and design/Engineering process in the development of construction ready documentation and cost budgets for the Milton “Town I-Net”.

A. Schematic Design Phase:

1. Comm-Tract shall facilitate meetings with Town representatives to review required network standards, protocols, and functionality sufficient to develop Schematic Design Documents. These documents will be designed in ArcGIS for the route maps, and in CAD for the fiber strand mapping and detailed engineering.
2. Comm-Tract shall obtain and review applicable standards and guidelines for design and provide the design that meets Town codes.
3. Comm-Tract shall attend a pre-development meeting and address points of clarification regarding the Project.
4. Comm-Tract shall prepare and submit three (3) sets of Schematic Design Documents, Preliminary Specifications, Schematic cost estimate and schedule. (30% plan review). Components shall include:
 - a. Recommended outside plant architecture with Bill of Materials (BOM)
 - b. Recommended inside plant components (passive or active)
 - c. Catalog of recommended component cutsheets for planned BOM
5. After receiving schematic design comments, Comm-Tract shall meet with Town officials/boards to review Project requirements.
6. Comm-Tract shall respond in writing to all Town comments on plans.
7. Comm-Tract shall coordinate design with existing infrastructure with a view to leveraging any potential benefits for shared services or infrastructure.

B. Design Development:

1. Comm-Tract shall facilitate meetings with Town staff to develop Design Development Documents.
2. Comm-Tract shall prepare and shall submit three (3) sets of Design Development Documents, including Detailed Specifications, Cost Estimate and BOM, and schedule to the Town representatives for review and approval. (60% plan review). Components shall include:
 - a. Report addressing all design criteria and code requirements.
 - b. Make ready and permitting documents prepared. Note: Under existing Town location agreements with the carrier and utility, we do not expect aerial attachment or conduit licensing to be required.
 - c. Required standards and protocols for network electronics.
 - d. Logical network diagram



C. Construction Documents:

1. Comm-Tract shall prepare complete Construction Documents and Specifications for all general contractors and filed sub-bid categories and submit three (3) sets to Town representatives for code and general review and approval (90% plan review).
2. Comm-Tract shall attend follow up meetings with building officials.
3. Comm-Tract shall prepare and shall submit three (3) complete sets of Construction Documents, including 90% written responses, Specifications and Architect's/Engineers Cost Estimate and schedule to Town representatives for review and approval (100% plan review)
4. Comm-Tract shall correct plans to reflect issues noted.
5. Comm-Tract shall receive approval by Town representatives.
6. Comm-Tract shall obtain the necessary building permits and construction permits as needed.
7. Comm-Tract shall coordinate with the Town during the Filed Sub-Bid and General Bidding processes.
8. Comm-Tract shall reproduce and shall disseminate bid sets to the Town.
9. Comm-Tract shall assist the Town to keep record of plan holder's list.
10. Comm-Tract shall attend all filed sub-bid and general bid openings.
11. Comm-Tract shall respond in writing to questions from bidders and prepare addenda as necessary.
12. Comm-Tract shall be present during bid opening and review bids submitted. It shall independently prepare the following items:
 - a. Check for math errors and reconcile any mathematical discrepancies.
 - b. Review for unbalanced bid items.
 - c. Provide Certified Bid Tabulation including Engineer's estimate.
 - d. Review contractor's financial standing and references provided.
 - e. Provide an explanation of discrepancies between the Engineer's estimate and bids.
 - f. Prepare a Recommendation of Award
 - g. Prepare Award Letter and send it to the successful contractor.
13. Comm-Tract shall attend a scheduled meeting of the Milton Select Board and provide recommendation for award of Contract for Construction.
14. Comm-Tract shall produce and shall transmit to the selected contractor five (5) sets of complete contract documents manuals ready for execution with the Town's Notice of Intent to Award.

D. Construction Design Support:

1. Comm-Tract shall participate in a Pre-Construction meeting and shall assist with design implementation or updates as needed to assure final construction project deliverable throughout the construction process. Direct project oversight and administration is not included in this RFQ's scope of work.

E. Project Close Out:

1. Comm-Tract shall provide support services as needed during the Project close out process.
2. Comm-Tract shall prepare "as built" records and deliver no less than one (1) electronic version.



F. Key Personnel Bios and Responsibilities on the Project:

Comm-Tract has extensive and highly successful experience in the design, engineering, installation, and support of fiber optic municipal area networks. The on the ground operational experience, and practical working knowledge is a distinct advantage over our competitors that are only design and engineering organizations. The design and engineering of the proposed network for Milton is very routine for us, and simply does not require a large team of people to get the job done quickly and efficiently. Comm-Tract would assign the following senior level people to lead the project:

Tony Adams: Vice President - Engineering

Tony heads up the engineering and design team at Comm-Tract and has 34 years of successful experience in the industry. His engineering experience ranges from MCI/WorldCom in the 1990's designing and building fiber network and Central Offices, to General Dynamics in the 2000's designing and engineering military networks for the Navy worldwide, to running the national engineering organization for Small Cell design at Crown Castle prior to him coming to Comm-Tract several years ago to run the engineering team. His ability to design and engineer fiber optic networks with an eye towards future applications that will become integrated into the network over time is exceptional and his team at Comm-Tract is well recognized in the northeastern US for the design and engineering of municipal fiber networks, campus networks for large universities, hospitals, and financial firms as well as more recent fiber to the home (FTTH) designs for municipal owned systems, DAS networks and CBRS municipal cellular networks. Tony has a BS in Electrical Engineering from Northeastern University.

Frank Hunnewell, Vice President of Fiber Operations

Frank Hunnewell has 32 years of successful experience in the telecommunications industry, primarily in operational management, and ownership roles. Frank oversees the fiber optic field operations organization at Comm-Tract including the telecommunications technicians, the project management organization, and the estimating department along with other operations personnel. Prior to coming to Comm-Tract, Frank was President and Owner of DOT 05 which is a private specialty fiber optic company that served the carrier marketplace with the design and implementation of carrier class fiber optic networks on a nationwide basis. Frank successfully sold DOT 05 to Quanta Services in 2003. Frank also served as Operations Director at MFS, a CLEC where he was responsible for all aspects of the carrier operations in the northeastern US with over 150 personnel reporting to him. Prior to MFS, Frank held various positions in field operational and central office operational capacities including a three year stint at Comm-Tract in the early years of the company. Frank brings extensive field operational and fiber construction experience to the team.

Cory Aucoin – Senior Project Manager

Cory Aucoin also has 32 years of successful experience in the telecommunications industry, primarily as a high level fiber technician, project manager, and for the past seven years working in the design and engineering organization at Comm-Tract. Cory oversees the fiber optic field operations organization at



Comm-Tract and is the primary “point” person on the team interfacing with our fiber optic customers to ensure the sophisticated network designs and engineering requirements are installed exactly as designed by the field operations organization at Comm-Tract. Prior to coming to Comm-Tract, Cory was the lead engineer for DOT 05 which is a private specialty fiber optic company that served the carrier marketplace with the design and implementation of carrier class fiber optic networks on a nationwide basis. Cory joined Comm-Tract in 2006, and previously held engineering and project management roles at MFS, a CLEC where he was responsible for the engineering and build out of the MFS network in the northeastern states. Cory’s field expertise also brings a practical and streamlined approach to his engineering work ensuring our municipal fiber networks are designed efficiently, and precisely documented for all of our customers which now include over 180 private municipal fiber optic networks that were all designed, engineered, installed, and are currently serviced by Comm-Tract.

Bryan Hopkins - President

With over 30 years of highly successful experience in Telecommunications Industry, primarily in sales leadership, operations and general management roles, Bryan Hopkins has provided the leadership of the successful Comm-Tract organization since taking over in 2006. Comm-Tract is a privately held firm focused on the design, engineering, installation, and support of telecommunications infrastructure network solutions in fiber optics, wireless, and cabling systems. Prior to coming to Comm-Tract, Mr. Hopkins served as the Vice President and General Manager for ICG Communications as part of the executive team that restructured the CLEC for the venture capital investors into a \$250M leading VoIP provider in the US which was then acquired. Bryan also served 3 years as Area Vice President for Network Access Solutions, providing the organizational leadership to establish and grow the sales, engineering, and field operations support groups to 140 direct reports from start up to becoming a \$70M network integration company that successfully completed an IPO. Prior to NAS, he served 3 years as Vice President and General Manager for Winstar Communications from start up through IPO. He was responsible for all aspects of the wireless CLEC business in the New England/New York area including sales, field operations, engineering, real estate, and wireless local network deployment. Additional experience includes 11 years at GTE and Sprint and in domestic and international sales, sales engineering, management, and leadership roles rising to the position of the Regional Director overseeing a \$170M business in the northeast. Bryan brings a wealth of experience including the integration side of the business in the development and deployment of the switching layer solutions for our municipal fiber networks, FTTH networks, and wireless networks and will be working on this aspect of the design for Milton with the team here at Comm-Tract.

Bryan has a B.S. in Economics/Marketing/ Management from Plymouth State University and went through the Harvard University Executive Summer Program.

Note: Other design and engineering staff will be involved and working on the project. The personnel above represent the lead personnel to be involved with the project.



Section 3 – Work Effort Summary and Timeline for Project Completion

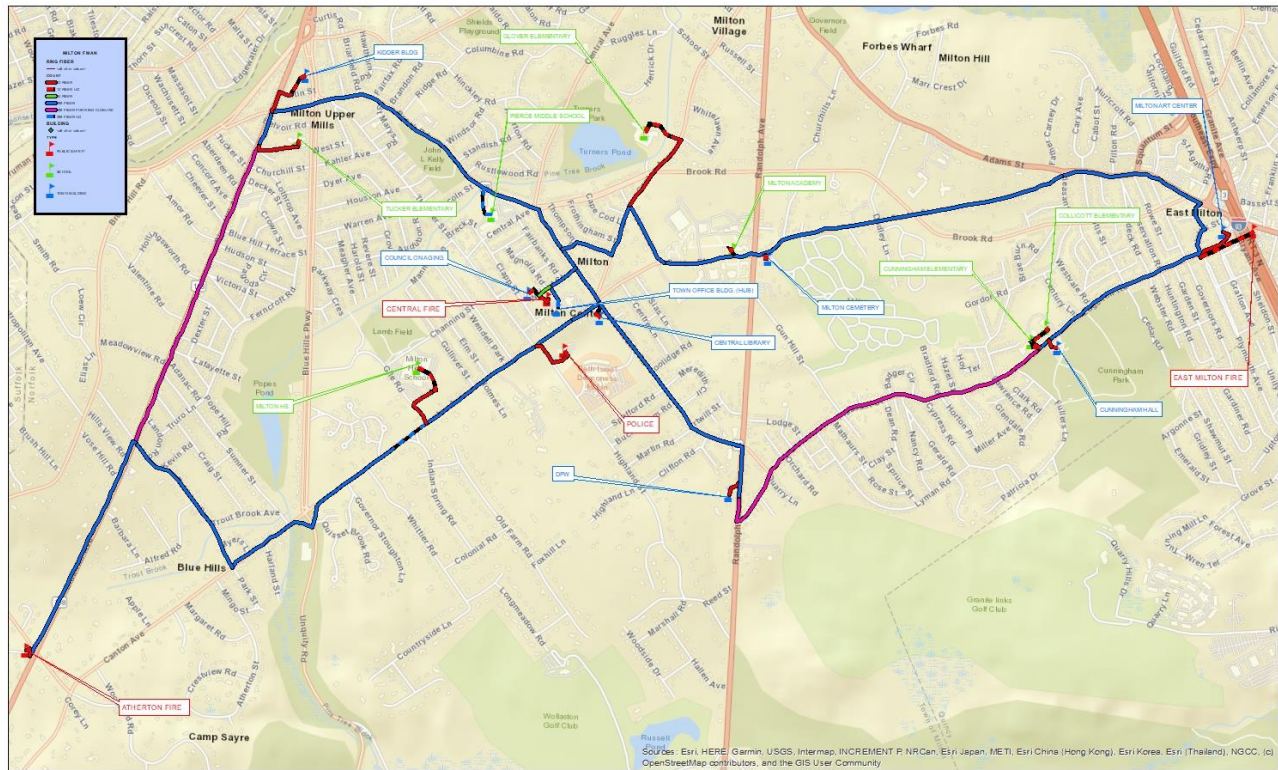
Based upon the requirements as stated in the RFQ documents, Comm-Tract personnel have calculated the work hours for the design, engineering, and documentation of the proposed fiber optic municipal area network for the Town. The work hours are shown in the table below for construction ready design, engineering, and documentation.

MILES		MILES	HOURS	PAGES	TOTAL HOURS	RATE:	TOTAL LABOR
FOOTAGE	SEGMENT	ADDER	DESIGN	DESIGN	DESIGN AND ENGINEERING		COST
1.17	1	1.27	25.4	12.7	38.1	\$ 135.00	\$ 5,143.50
2.1	1	2.2	44	22	66	\$ 135.00	\$ 8,910.00
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
0.14	1	0.24	4.8	2.4	7.2	\$ 135.00	\$ 972.00
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
0.28	1	0.38	7.6	3.8	11.4	\$ 135.00	\$ 1,539.00
0.01	1	0.11	2.2	1.1	3.3	\$ 135.00	\$ 445.50
0.11	1	0.21	4.2	2.1	6.3	\$ 135.00	\$ 850.50
0.05	1	0.15	3	1.5	4.5	\$ 135.00	\$ 607.50
1.2	1	1.3	26	13	39	\$ 135.00	\$ 5,265.00
0.25	1	0.35	7	3.5	10.5	\$ 135.00	\$ 1,417.50
0.15	1	0.25	5	2.5	7.5	\$ 135.00	\$ 1,012.50
0.3	1	0.4	8	4	12	\$ 135.00	\$ 1,620.00
0.3	1	0.4	8	4	12	\$ 135.00	\$ 1,620.00
0.21	1	0.31	6.2	3.1	9.3	\$ 135.00	\$ 1,255.50
1.2	1	1.3	26	13	39	\$ 135.00	\$ 5,265.00
0.47	1	0.57	11.4	5.7	17.1	\$ 135.00	\$ 2,308.50
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
0.7	1	0.8	16	8	24	\$ 135.00	\$ 3,240.00
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
0.1	1	0.2	4	2	6	\$ 135.00	\$ 810.00
1.19	1	1.29	25.8	12.9	38.7	\$ 135.00	\$ 5,224.50
0.92	1	1.02	20.4	10.2	30.6	\$ 135.00	\$ 4,131.00
11.45	25	13.95	279	139.5	418.5	\$ 135.00	\$ 56,497.50

Note: Timeline for Completion: 1.8 months



Anticipated Route Design:



TOWN OF MILTON
PROPOSED FIBER NETWORK
RING ARCHITECTURE

PREPARED BY: C. AUCOIN
DATE: JANUARY 12, 2023
PROPRIETARY AND CONFIDENTIAL

Note: Route design in ArcGIS which is expected to be compatible with existing Town GIS systems which allow for the import of the layer into the Town's existing systems. Detailed fiber engineering and strand mapping is developed in CAD, including the switching layer equipment, and the port to strand assignments throughout the network for full and complete engineering documentation of the network.



Key Milestones and Deliverables for the Project:

A. High Level Design:

Comm-Tract will generate a high-level design using the prepared data, in accordance with the architectural requirements set forth during the project establishment stage. The high-level design stage may include:

- Backbone design - connecting all required Central Office (CO) locations and/or points of interest.
- CO service area carve - determining which sites are to be served from each CO location.
- High-level bill of materials for each completed design.

B. Field Validation of Design:

Comm-Tract will verify constructability. Scope will include verifying site and equipment placement. Comm-Tract will use its Standard Walkout Schema to collect the validated information and feedback.

Field Validation includes all activities such as verifying aerial routes, and visual inspection of potential underground routes/pathways, however, does not include “proofing” of duct or conduit. Proofing (rodding and roping) of the underground conduits and duct banks should be done either prior to issuance of final construction ready design or incorporated into the actual construction/installation of the network. Field Validation includes site surveys of the sites, from an outside perspective, and interior surveys for demarcation locations and internal pathways.

C. Detail Level Design:

After receiving the data obtained from field validation/survey, Comm-Tract will generate a detail level design. The field validation/survey data captures any constructability constraints and includes verification of all design elements and fiber end points. Following completion of the DLD, Comm-Tract will generate splicing documentation in our standard splicing specifications for all splice points in the network, and termination points in the network.

D. Construction Pack Creation:

Once the Detail level design has been completed, Comm-Tract will provide a full set of constructible work prints that will be separated into predetermined work zones (tiles) as determined during the detailed level design process. Construction prints are to be delivered in AutoCAD format with pdf conversions.




Section 4. Pricing and Terms

Customer agrees to the following payment schedule:

30% Initial Payment upon Acceptance of Agreement:	\$ 16,949.25
65% Payment upon actual Project Progress:	\$ 36,723.38
5% Final Payment upon Completion:	\$ 2,824.87

1. The Project Price shall be subject to adjustment in the event of any mutually agreed upon written changes made to the Scope of Work.
2. The Project Price is valid for 90-days.
3. The Project Price does not include any taxes.
4. The Project Price includes all travel and other ancillary costs.
5. The Project Price assumes access to each location is free and clear for design purposes.
6. Customer hereby agrees to the terms and conditions set forth in the Scope of Work by signing below or issuing a Purchase Order referencing this Scope of Work.
7. This Scope of Work is governed by the terms and conditions of the Master Customer Agreement or the Commonwealth of Massachusetts ITC 68 blanket contract.

Site Surveys and Field Validation:	Included
Design and Engineering – Engineering Documentation	Included
Project Management:	Included
Construction Ready Documentation:	Included
Professional Services Labor:	Included
Total Project:	\$ 56,497.50

Customer Name:	Town of Milton	Comm-Tract Corp:	
Authorized Signature:		Authorized Signature:	
Name:		Name:	Bryan Hopkins
Phone:		Phone:	
Email:		Email:	
Date:		Date:	3/22/23

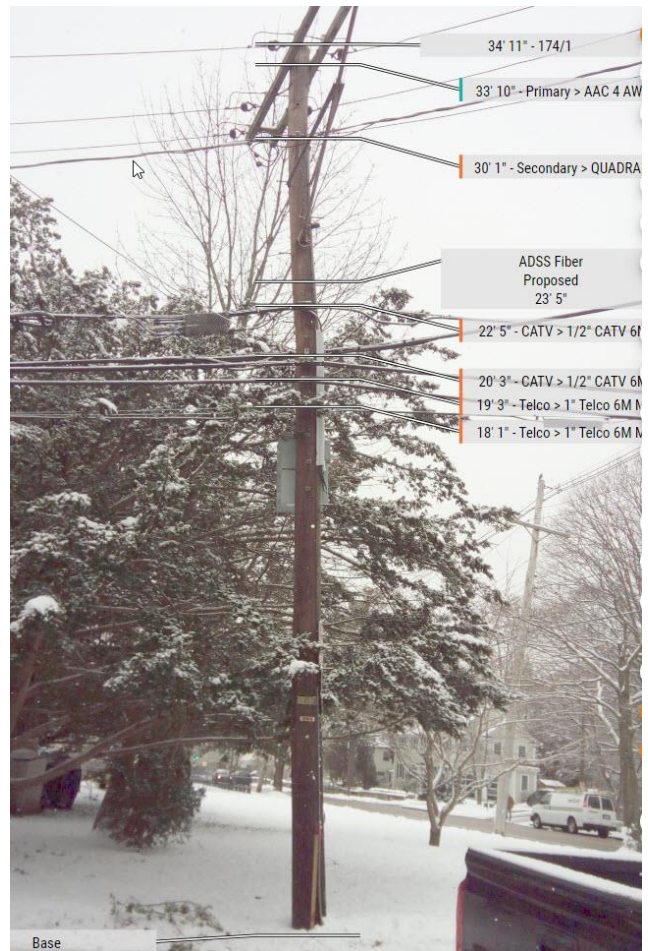


Section 5 – Optional IkeGPS Services

Comm-Tract also has the expertise and equipment/software to provide a much higher level of detail on all power and communications cables on the utility poles in Milton. This information is over and above what is needed for construction ready documentation of the network design, however offers the Town the ability to accurately record all cables, including the Milton fiber cable and fire alarm cable.

As an optional service, Comm-Tract shall perform an IkeGPS digital survey walk of each of the existing utility poles along the proposed routes. The IkeGPS tool will be used to capture a digital twin of each utility pole. The digital twin data will contain both photographic and tabular data for the vertical measurements of each existing attachment on the pole and the proposed height of the new Town of Milton fiberoptic cable. The cost budget for this optional service is \$33,388.20.

An example of the detailed records provided with this service below:



PURCHASE AND SALE AGREEMENT

From the Office of:
Kevin S. Freytag, Esq.
MURPHY, HESSE, TOOMEY & LEHANE, LLP
50 Braintree Hill Office Park, Suite 410
Braintree, MA 02184
Telephone 617-479-5000
kfreytag@mhtl.com

This ____ day of _____, 2023.

1. PARTIES AND MAILING ADDRESSES

Pursuant to the authority conferred by vote of the 2023 Milton Annual Town Meeting under Article 27, the Inhabitants of the Town of Milton, a municipal corporation by the Select Board of Milton with an address of Milton Town Offices, 525 Canton Avenue, Milton, MA 02186, hereinafter called the SELLER, agrees to SELL and Discovery Schoolhouse, Inc., a Massachusetts nonprofit corporation with an address of 10 Blue Hills Parkway, Milton, MA 02186 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described Premises ("the Premises"):

2. DESCRIPTION

The land with buildings thereon located at 101 Blue Hills Parkway, Milton, MA 02186 ("the Premises"), and shown on the Town of Milton Assessors' Maps as Section C, Block 5, Lot 19. The Premises are the site of the former Kidder Branch Library

3. AS IS CONDITION

The Premises are offered for sale in an AS IS condition. The parties understand that the SELLER makes no warranties or representations regarding the Premises, except as provided in this Agreement, and that the SELLER will make no improvements to the Premises.

4. TITLE DEED

Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement; and
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with current use of said Premises;

Any title matter which is the subject of a Title Standard of the Massachusetts Real Estate Bar Association (REBA) at the time for delivery of the deed shall be governed by said Title Standard to the extent applicable.

5. PLANS

If the BUYER desires a new plan of the Premises the BUYER shall obtain such plan at the BUYER'S expense.

6. PURCHASE PRICE

The agreed purchase price for said Premises is FIVE HUNDRED THOUSAND (\$500,000.00) dollars of which
\$0 was paid at the time of submission of the BUYER'S bid
have been paid as a deposit this day and

\$500,000.00 are to be paid at the time of delivery of the deed in cash, or by
certified, cashier's, treasurer's or bank check(s).

\$500,000.00 TOTAL

7. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 12:00 Noon on a date within 30 days of a vote of the Milton Town Meeting in May, 2023 authorizing sale of the property. It is agreed that time is of the essence of this Agreement.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause, after reasonable prior notice to the SELLER and in the presence of a representative of the SELLER. Any disturbance or damage to the Premises caused by such inspection shall be repaired by the person conducting the inspection, and the Premises shall be restored by the person conducting the inspection substantially to their condition prior to the inspection.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. The extended period shall be tolled during the pendency of any legal action regarding the SELLER'S title to the Premises, regardless of what person or entity initiates the litigation.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then at the BUYER'S option any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration.

12. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, and to obtain and record any documents necessary for that purpose.

14. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said Premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire and Extended Coverage	\$ As presently insured
(b)	

15. ADJUSTMENTS

Taxes for the then current fiscal year shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

16. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

Deleted.

17. DEPOSIT

All deposits made hereunder shall be held in escrow by the SELLER subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement.

18. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and this shall be the SELLER'S sole remedy, at law or in equity, for such default.

19. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER nor the BUYER so executing, nor any shareholder or trustee or beneficiary of any trust, or any individual signatory of this Agreement, shall be personally liable for any obligation, express or implied, hereunder.

20. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE

21. CONSTRUCTION OF AGREEMENT

This instrument, executed in four (4) counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

22. BROKER COMMISSION OR FEE

The SELLER shall not have any obligation to pay any brokerage commission or fee to any person or entity regarding the acquisition of said Premises. The BUYER agrees to indemnify the SELLER against and to hold the SELLER harmless from any claim, loss, damage, cost, expense or liability, including without limitation attorneys' fees and expenses, for any brokerage commission or fee which may be asserted regarding this transaction. The provisions of this paragraph shall survive delivery of the deed.

23. ACCESS TO PREMISES

BUYER may from time to time and at reasonable times prior to the date of the delivery of the deed hereunder, enter the Premises to inspect, to take measurements, and to show the Premises to prospective mortgage lenders. Said right of access shall be exercised only in the presence of a representative of the SELLER and only after reasonable prior written notice of at least seventy two (72) days to the SELLER.

24. NOTICE

All notices required or to be given hereunder shall be in writing and deemed duly given when delivered or mailed, postage prepaid, addressed as follows:

If to SELLER:

Select Board
Milton Town Hall
525 Canton Avenue
Milton, MA 02186

with a copy to:

Kevin S. Freytag, Esq.
MURPHY, HESSE, TOOMEY & LEHANE, LLP
50 Braintree Hill Office Park, Suite 410
Braintree, MA 02184
kfreytag@mhtl.com

and

If to BUYER:

Brian C. Scheff
Discovery Schoolhouse, Inc
101 Blue Hills Parkway
Milton, MA 02186

with a copy to:

Marion V. McEttrick, Esq.
10 Crown Street
Milton, MA 02186
mmcettrick@gmail.com

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

25. PAYMENT IN LIEU OF TAXES

The BUYER shall, prior to delivery of the deed, pay to the Town of Milton as a payment in lieu of taxes a pro forma tax in accordance with Chapter 44, Section 63A of the Massachusetts General Laws.

26. RIDER

See Rider attached hereto and incorporated herein by reference.

27 MISCELLANEOUS

- (a) Subject to the provisions of Section 4 above, this Agreement shall not be assigned by either party without the prior express written approval of the other party;
- (b) This Agreement may be modified or amended only by written consent of the parties;
- (c) This Agreement constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Agreement. When executed, this Agreement supersedes any other agreement of any of the parties in connection with the transaction contemplated;
- (d) If any provision of this Agreement shall be adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law; and
- (d) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- (e) The Town of Milton shall retain a Right of First Offer and Right of First Refusal on the subject property, substantially in the form attached hereto as Exhibit "A," to be recorded with the conveying Quitclaim Deed.

: The Inhabitants of the Town of Milton, Massachusetts,
SELLER, by:
The Select Board

Discovery Schoolhouse, Inc., BUYER, by:

Brian C. Scheff, Director

Arthur J. Doyle, Chair

Michael F. Zullas, Vice Chair

Richard G. Wells, Jr. Secretary

Erin G. Bradley

Roxanne Musto

EXTENSION OF TIME FOR PERFORMANCE

Date

The time for the performance of the foregoing Agreement is extended until _____ o'clock __M. on the __ day of _____ 20__, time still being of the essence of this Agreement as extended. In all other respects, this Agreement is hereby ratified and confirmed.

This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

BUYER

SELLER

Exhibit A
Right of First Offer / Right of First Refusal

“The Town of Milton retains a Right of First Offer (ROFO) and a Right of First Refusal (ROFR) as follows:

1. Discovery Schoolhouse, Inc. shall not offer all or any portion of this property for sale without first delivering a written offer with specified terms to the Town of Milton (the “ROFO Notice”), after which the Town of Milton shall have sixty (60) days from the date the offer is made to accept the offer to purchase the property on those terms, and sixty (60) days from the date the Town of Milton accepts the offer to negotiate in good faith and execute a mutually agreeable purchase and sale agreement. The terms and conditions of the purchase and sale agreement shall then supersede the terms and conditions hereof.

If the Town of Milton does not accept the terms and conditions set forth in the offer from Discovery Schoolhouse, Inc., Discovery Schoolhouse, Inc. may offer the premises for sale to third parties on substantially the same terms and or for a price not less than ninety-five percent (95%) of the price offered to the Town of Milton. If the sale is consummated within one hundred eighty (180) days following delivery of the ROFO refusal from the Town of Milton, then this ROFO and ROFR condition shall be void and of no further effect.

2. If the Town of Milton does not complete the ROFO transaction as described in the previous paragraph, and Discovery Schoolhouse, Inc. does not consummate a sale to a third party within the time limit in the previous paragraph, Discovery Schoolhouse, Inc. hereby agrees that it shall not sell, convey or otherwise transfer all or any portion of the premises to any third party unless Discovery Schoolhouse, Inc. shall first offer the Town of Milton a Right of First Refusal in accordance with the following terms: Discovery Schoolhouse, Inc. shall not accept a bona fide offer to sell all or a portion of the premises from a third party without first offering the property, on the same terms as the offer it has received, to the Town of Milton by delivering a copy of the written offer it has received to the Town of Milton. The Town of Milton shall have thirty (30) days from the date the offer is delivered to the Town of Milton to accept the offer and one hundred and twenty (120) days from the date the offer is accepted to pay the purchase price and accept the delivery of the deed from Discovery Schoolhouse, Inc.

If the Town of Milton declines the offer, subsequent offers on substantially the same terms, including for the same or a greater purchase price or no less than 95% of the purchase price in the preceding offer, may be accepted by Discovery Schoolhouse, Inc.

Acceptance of an offer on terms less favorable to the Town of Milton shall again require that the offer first be made to the Town of Milton in accordance with this paragraph.

This right of first offer and right of first refusal shall remain in effect so long as Discovery Schoolhouse, Inc. owns the property.

DRAFT