



PUBLIC MEETING NOTICE  
OFFICE OF THE MILTON TOWN CLERK  
HYBRID MEETING

In conformity with the provisions of Chapter 39, §20, Massachusetts General Laws, I hereby file notice that a meeting of the:

BOARD/COMMITTEE: Select Board

DATE: Tuesday, February 21, 2023

TIME: 7:00PM

BUILDING: Council on Aging \* 10 Walnut Street, Milton, MA

ROOM: Paul Kelly Community Room

MEETING LINK:

<https://us02web.zoom.us/j/88240583885?pwd=WUZURURURi9WLzJBYNAYY2xNNFNOUT09>

DIAL IN #: 1-929-205-6099

MEETING ID: 882 4058 3885

PIN/PASSCODE: 139881

NOTE Notices and lists of topics are to be posted 48 hours in advance of the meetings **excluding** Saturdays, Sundays, and legal holidays. Please keep in mind the hours of operation of the Office of the Town Clerk and make the necessary arrangements to be sure your posting is made in an adequate amount of time **one hour prior to the closing** of the Town Clerk Office. The timestamp on this document may be up to 15 minutes earlier than what is posted on the website. The Website timestamp is the official posting time of a meeting.

***Susan M Galvin*** 02/16/2023 03:50 pm

Posting Authority

**Americans with Disability Disclosure:**

*If you are a person with a disability who needs any accommodation in order to attend and/or participate in this meeting, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Joseph Prondak, Americans with Disabilities Act Coordinator, at 525 Canton Avenue, Milton, MA 02186 or call Joseph Prondak at 617-898-4925.*

*If you are hearing or voice impaired, please call 711.*

Revised 8/24/2022

## AGENDA

(Must be included at time of posting)

(On July 16, 2022, Governor Baker signed into law An Act Relative to Extending Certain State of Emergency Accommodations, which, among other things, extends the expiration of the provisions pertaining to the Open Meeting Law to March 31, 2023. Specifically, this extension allows public bodies to continue holding meetings remotely without a quorum of the public body physically present at a meeting location, and to provide "adequate, alternative" access to remote meetings. The Act does not make any new changes to the Open Meeting Law other than extending the expiration date of the temporary provisions regarding remote meetings from July 15, 2022, to March 31, 2023.)

1. Call to Order
2. Pledge of Allegiance
3. Public Comment
4. Public Hearing: Request for transfer of liquor license #00012-RS-0720 (Abby Park, 550 Adams Street) due to change in ownership interests
  - a. Discussion/Approval - Transfer of liquor license #00012-RS-0720 (Abby Park, 550 Adams Street) due to change in ownership interests
5. Discussion/Update/Approval - Annual Town Meeting warrant articles
  - a. Warrant Article from the Bylaw Review Committee regarding extension of the Bylaw Review Committee and an appropriation
  - b. Open the Annual Town Meeting Warrant
  - c. Warrant Article to authorize the Select Board to sell the Kidder Branch Library located at 101 Blue Hills Parkway
  - d. Close the Annual Town Meeting Warrant
6. Discussion/Approval - Policies on Decorum at Public Meetings First Reading
  - a. Boards and Committees appointed by the Select Board
  - b. Boards and Committees not appointed by the Select Board
7. Discussion/Update/Approval - Select Board Committee - Review Process of Volunteer Appointments to Boards and Committees Report
8. Discussion / Approval - Board and Committee Appointments and Appointment Process
  - a. Open Space and Recreation Planning Committee
    - i. Winston Daley (Board of Parks Commissioners)
  - b. Cultural Council
    - i. Peter Parisi
  - c. Equity and Justice for All Committee, Youth Task Force, Climate Action Planning Committee
9. Discussion/Approval - Investment Policy First Reading
10. Discussion/Approval - Contract with Apex Companies, LLC for a Climate Action Plan
11. Discussion/Approval - Select Board Finance Committee Report
  - a. FY2024 Budget Update
12. Discussion - Request for Qualifications for I-Net Design Services, review by Municipal Broadband Committee
  - a. Pike Telecom and Renewables, NB+C, Comm Tract Corp, CTC Technology and Energy
13. Discussion/Approval - Class II License Renewal, pursuant to M.G.L. c. 140 § 58(c) for Milton Auto Repair, 944 Canton Ave.
14. Discussion/Approval - Town Administrator Draft Goals

15. Discussion/Approval - One Day Liquor License Applications-Milton Arts Center, 334 Edge Hill Road
  - a. February 25, 2023 - 7PM-10PM, Comedy Show
  - b. March 3, 2023 - 6PM-9PM, First Friday, Artist Reception
  - c. April 7, 2023 - 6PM-9PM, First Friday, Musicians at MAC
  - d. April 28, 2023 - 7PM-10PM, Comedy Show at MAC
  - e. May 5, 2023 - 6PM-9PM, First Friday, Artist Reception
  - f. May 6, 2023 - 7PM-10PM, Spring Renewal- Art Auction Fundraiser
16. Discussion/Approval - 2022 Annual Report submission of the Select Board
17. Discussion/Approval - Meeting Minutes- January 3, 2023, January 10, 2023, January 18, 2023, January 24, 2023
18. Town Administrator's Report
19. Chair's Report
20. Public Comment Response
21. Future Meeting Dates: Tuesday, March 7, 2023, March 21, 2023, April 4, 2023
22. 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
23. Adjourn

COOGAN SMITH, LLP  
ATTORNEYS AT LAW  
144 BANK STREET - P. O. BOX 2320  
ATTLEBORO, MASSACHUSETTS 02708

JOHN F. D. JACOBI, III  
TIMOTHY J. MCGAHAN◊  
EDWARD K. SHANLEY◊  
STEPHEN K. WITHERS, JR.  
JANE I. COOGAN -  
GREGORY D. LORINCZ+  
◊ALSO ADMITTED IN RHODE ISLAND  
-ALSO ADMITTED IN NEW YORK, NEW JERSEY & RHODE ISLAND  
+ALSO ADMITTED IN NEBRASKA

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ESTABLISHED 1946

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EDWARD J. CASEY  
SENIOR COUNSEL

[jfj@coogansmith.com](mailto:jfj@coogansmith.com)

February 10, 2023

Milton Select Board  
Milton Town Hall  
525 Canton Ave.  
Milton, MA 02186

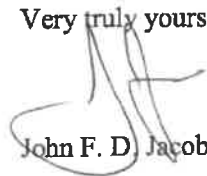
Re: Welch Restaurant Management, LLC  
Retail Alcoholic Beverages License # 00012-RS-0720

Dear Members of Select Board:

We want to clarify that Welch Restaurant Management, LLC will remain the licensee for Abby Park. Its owners are selling their LLC ownership interests to 556 Adams Street LLC, which will be the new owner of Welch Restaurant Management, LLC.

I apologize for any confusion we may have created. Please contact me if you have any questions.

Very truly yours,



John F. D. Jacobi, III

JFDJ:vb





*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM**

**APPLICATION FOR A TRANSFER OF LICENSE**

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

**ECRT CODE: RETA**

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

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

**ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)**   
**ENTITY/ LICENSEE NAME**   
**ADDRESS**   
**CITY/TOWN**  **STATE**  **ZIP CODE**

**For the following transactions (Check all that apply):**

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

**THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS  
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL**

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



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality

**1. TRANSACTION INFORMATION**

- ☒ Transfer of License  
☐ Alteration of Premises  
☐ Change of Location  
☐ Management/Operating Agreement
- ☐ Pledge of Inventory  
☐ Pledge of License  
☐ Pledge of Stock  
☐ Other
- ☐ Change of Class  
☐ Change of Category  
☐ Change of License Type  
(\$12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Full service restaurant

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	All Alcoholic Beverages	Annual

**3. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number  FEIN

Entity Name

DBA  Manager of Record

Street Address

Phone  Email

Add'l Phone  Website

**4. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Abby Park is a full-service restaurant located at 550 Adams Street, Milton, Massachusetts. One-floor restaurant with a basement consisting of a kitchen, a 20-person function room, and bathrooms. Seating 130 total interior and no exterior dining options.

Total Sq. Footage	<input type="text" value="6600"/>	Seating Capacity	<input type="text" value="130"/>	Occupancy Number	<input type="text" value="160"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="2"/>

## APPLICATION FOR A TRANSFER OF LICENSE

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?  
Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

### 7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation 1-30-2008

State of Incorporation

Massachusetts

Is the Corporation publicly traded? ☐ Yes ☒ No

### 8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Falconi Properties LLC

Landlord Phone 617-896-8090

Landlord Email falconicompanies@gmail.com

Landlord Address 4 Franklin Street #2, Milton, MA 02186

Lease Beginning Date 7-1-15

Rent per Month

Lease Ending Date 6-30-25

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

### 9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name: John F.D. Jacobi, III, Esq.

Phone:

Title: Attorney

Email:

**REPORT OF THE BYLAW REVIEW COMMITTEE**

To the Honorable Select Board:

The Town Bylaw Review Committee was established by vote of the 2015 Annual Town Meeting, under Article 43, which authorized the Moderator to appoint a committee of five members to review the Town's existing General Bylaws, with certain exceptions, and to make recommendations as to additions, deletions and changes to the Bylaws and their organization. At the 2019 Annual Town Meeting, under Article 39, the Town Meeting voted to expand the scope of the Committee's mandate, to include the Town's Zoning, Personnel Administration, Wetlands and Stormwater Management Bylaws, and to extend the Committee's term to November 3, 2021. At the 2021 Annual Town Meeting, under Article 45, the Committee's term was further extended to November 3, 2023.

The Committee met only twice during FY2021 because of the COVID-19 pandemic. Since the Town contracted with General Code LLC, a Rochester, New York codification company, to create an electronic online codification of the Town's Bylaws, the Committee has been working with the Town Administrator, Town Clerk, Town Planner and various Town Boards, Departments, and Committees to review and finalize the General Code proposed codification of the Town's Bylaws and prepare them for presentation to Town Meeting. The initial focus of this review has been the Town's Zoning Bylaw.

The Committee expresses its thanks to the staff of the Select Board and Town Clerk's offices for their assistance in carrying out the Committee's work.

Respectfully submitted,

Peter A. Mullin, Chair  
Ingrid A. Beatie  
Susan A. Kiernan  
Alexander Whiteside

## Nicholas Milano

---

**From:** Peter Mullin <pamullin3265@gmail.com>  
**Sent:** Thursday, January 5, 2023 11:26 AM  
**To:** Nicholas Milano  
**Cc:** Alexander Whiteside; Susan Kiernan; Beattie, Ingrid; Thomas Caldwell; Lynne DeNapoli  
**Subject:** Town Meeting Article  
**Attachments:** 2023 ATM Article - Bylaw Review Comm..docx

[External Email- Use Caution]

TO: Nick Milano, Town Administrator  
FROM: Peter Mullin, Chair, Bylaw Review Committee

Attached is an article from the Town Bylaw Review Committee for submission to the Select Board for inclusion in the Warrant for the 2023 Annual Town Meeting. You will note that the article both extends the Committee's term and seeks an appropriation to provide administrative support to the Committee.

I would be glad to appear before the Select Board to discuss this article. Please let me know if there are any questions or problems relating to this article.  
Thank you.

however created, appointed or otherwise constituted, established to serve a public purpose, but shall not include a multiple member board, commission, committee or subcommittee whose members are elected by registered voters of the Town; provided that the General Court may reasonably vary the form and substance of the requested legislation within the scope of the general public objectives of the petition; and to act on anything relating thereto.

**VOTED.** The Town voted to authorize the Board of Selectmen to file a petition with the General Court to enact legislation which would provide that in circumstances where a quorum of a public body is a simple majority of the members of that public body, the quorum shall be a simple majority of the members appointed to that public body, rather than a simple majority of the number of members of that public body as authorized. In this context a public body is a multiple member board, commission, committee, or subcommittee within the executive or legislative branch of the Town of Milton, however created, appointed or otherwise constituted, established to serve a public purpose, but shall not include a multiple member board, commission, committee or subcommittee whose members are elected by registered voters of the Town; provided that the General Court may reasonably vary the form and substance of the requested legislation within the scope of the general public objectives of the petition.

VOICE VOTE

**ARTICLE 43** To see if the Town will vote to authorize the Town Moderator to appoint a Town Bylaw Review Committee consisting of five (5) members to review the Town's existing General Bylaws, with the exception of Chapter 10, known as the Zoning Bylaw, Chapter 13, known as the Personnel Administration Bylaw, Chapter 15, known as the Wetlands Bylaw, and Chapter 21, known as the Stormwater Management Bylaw, and to make recommendations, if any, to Town Meeting as to additions, deletions and changes to, and organization of, such Bylaws, such Committee to report annually in the Town's Annual Report as to its activities and shall expire on the third anniversary of its first meeting, unless extended by vote of the Town Meeting; and to act on anything relating thereto.

**VOTE.** The Town voted to authorize the Town Moderator to appoint a Town Bylaw Review Committee consisting of five (5) members to review the Town's existing General Bylaws, with the exception of Chapter 10, known as the Zoning Bylaw, Chapter 13, known as the Personnel Administration Bylaw, Chapter 15, known as the Wetlands Bylaw, and Chapter 21, known as the Stormwater Management Bylaw, and to make recommendations, if any, to

## 2019 Annual Town Meeting, Article 39

AN ACT authorizing certain investments by the treasurer of the town of Milton.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

Section 1. Notwithstanding section 54 of chapter 44 of the General Laws or any other general or special law to the contrary, the treasurer of the town of Milton may invest trust funds that are in the custody of the treasurer in securities that are listed on the Standard and Poor's 100 Index (the S&P 100).

Section 2. This act shall take effect upon its passage.

**VOTED.** The Town voted to refer Article back to Select Board for further study.  
**VOICE VOTE**

**ARTICLE 39** To see if the Town will vote to extend the term of the Town ByLaw Review Committee, and to delete the following text from the vote of the 2015 Annual Town Meeting under Article 43, which authorized the Town Moderator to appoint the Town ByLaw Review Committee: "with the exception of Chapter 10, known as the Zoning ByLaw, Chapter 13, known as the Personnel Administration ByLaw, Chapter 15, known as the Wetlands ByLaw, and Chapter 21, known as the Stormwater Management ByLaw"; and to act on anything relating thereto.

**VOTED.** The Town voted to extend the term of the Town Bylaw Review Committee for two years, through November 3, 2021, and to delete the following text from the vote of the 2015 Annual Town Meeting under Article 43, which authorized the Town Moderator to appoint the Town Bylaw Review Committee: "with the exception of Chapter 10, known as the Zoning Bylaw, Chapter 13, known as the Personnel Bylaw, Chapter 15, known as the Wetlands Bylaw, and Chapter 21, known as the Stormwater Management Bylaw.

**UNANIMOUS VOTE**

A motion was made and seconded to dissolve the meeting.

**VOTED.** The Town voted YES.

**UNANIMOUS VOTE**

The meeting adjourned at 10:55 p.m.

Susan M. Galvin  
Town Clerk

## 2021 Annual Town Meeting, Article 45

YES 89%, NO: 9%, ABSTAIN: 2%

The Associate Moderator declared a two-thirds vote. The Associate Moderator declared the motion passed.

**ARTICLE 45** To see if the Town will vote to extend for two years, until November 3, 2023, the term of the Town ByLaw Review Committee, created by vote of the 2015 Annual Town Meeting in Article 43, and whose term has previously been extended by vote on Article 39 of the 2019 Annual Town Meeting, and to act on anything relating thereto.

**VOTED. The Town voted to extend for two years, until November 3, 2023, the term of the Town ByLaw Review Committee, created by vote of the 2015 Annual Town Meeting in Article 43, and whose term has previously been extended by vote on Article 39 of the 2019 Annual Town Meeting.**

YES 91%, NO: 9%, ABSTAIN: 2%

The Associate Moderator declared a majority vote the motion passed.

**ARTICLE 46** To help long time retired Milton Residents it is proposed that residents that have paid real estate taxes in the town for a minimum of thirty-five (35) years and have not had a child in the Milton School System for twenty-five (25) years be exempt from all overrides whether voted on or allowed by law, i.e., Proposition 2½. Additionally, the resident(s) must be of full retirement age as defined by the Social Security Administration.

Submitted by Citizens Petition. The following is a list of the first ten citizens who signed the petition:

Stephen Talutis	120 Hilltop Street
Sandra Barbera	87 Harbor View Road
Katherine Phillips	33 Nahanton Ave
Raymond Phillips	33 Nahanton Ave
Patricia Sullivan	30 Nahanton Ave
Thomas Sullivan	36 Nahanton Ave
Charles Saraf	125 Nahanton Ave
Susan Chamberlain	152 Sassamon Ave
Blair Chamberlain	152 Sassamon Ave
Gerard Paull	105 Hilltop Street

**VOTED.  
The Town  
voted NO.**

YES 12%, NO: 87%, ABSTAIN: 1%

The Associate Moderator declared the motion failed.

**ARTICLE 47** Just a reminder...all trash and recycling needs to be placed curbside either the night before, or prior to 7 a.m. Collection time is subject to



“Last week, the School Committee held a public forum soliciting comments and feedback from parents and residents which was marked by intentionally disruptive and harassing behavior. We ask and expect that our Town Meetings and all of our board and committee meetings will be held in a constructive, collaborative fashion.

Our meetings are meant to be places where we can gather together and engage in the democratic process. No one should feel unwelcome or be reluctant to share their opinion because of how others might react, or be made to feel fearful for expressing their position in a public forum.

*As for the Select Board, no person shall address a meeting of the Select Board without permission of the Chair of the Select Board, and all other persons, shall, at the Chair's request, be silent. No person shall disrupt the proceedings of a Select Board meeting. If any one does, and after clear warning from the Chair, any person continues to disrupt the proceedings, the Chair may order the person to withdraw from the meeting and if the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting.*

Thank you for your understanding and adherence to our expectations for decorum at public meetings.”



**Town of Milton**  
Parks and Recreation Department  
525 Canton Avenue  
Milton , MA 02186  
617-898-4941

TO: Arthur Doyle  
Chair, Select Board

CC: Tim Czerwienski  
Director of Planning and Development

FROM: Kevin Chrisom

DATE: February 9, 2023

RE: Open Space Committee

On February 9, 2023, the Board of Park Commissioners voted to approve the Committee appointment of Winston Daley to step in as recreation representative on the Open Space Committee taking the seat of Theodore Carroll.

Please add this appointment item to your upcoming agenda for the request and acknowledgement of your board's approval on the appointment change.

Please call or email with any questions or should you require any further information.

525 Canton Avenue Milton MA 02186  
617-898-4941  
[kchrisom@townofmilton.org](mailto:kchrisom@townofmilton.org)



**Office of the Select Board  
525 Canton Avenue  
Milton, MA 02186  
(617)898-4846**

### **Boards & Committees Volunteer Application**

For information on current active boards/committees including, charge, term, and vacancies please visit the Town of Milton Boards & Committees webpage at <https://www.townofmilton.org/boards> or contact the Select Board Office at (617) 898-4846. If you are interested in volunteering, please submit this form to the Select Board Office by email at [volunteer@townofmilton.org](mailto:volunteer@townofmilton.org), by mail to Select Board Office: Attn: Lynne DeNapoli, 525 Canton Avenue, Milton, MA 02186, or in person. A resume is welcome but not required.

**Name**

Peter Parisi

**Address**

[REDACTED]

**Email**

[REDACTED]

**Phone**

[REDACTED]

**Please list the board or committee which you are requesting appointment to:**

Milton Cultural Council

**Please use the space provided below to answer the following questions:**

**What experience, skills, insight, education, or special training would you bring to the board/committee?**

I was asked to join the Milton Cultural Council because of my work in theatre. (It is my understanding that the group receives many grant applications related to this area.) As well, I have management experience--including the oversight of \$150,000+ budgets. I have also participated in the grant process: creating RFPs, fielding inquiries, reviewing and approving applications by employing rubrics to determine an applicant's eligibility and merit, and communicating with recipients and donors.

**What would you hope to take away from your experience on the board/committee?**

A better understanding of local arts endeavors. Interaction with artists and members of the community.

**Have you served on a Town committee before? If so, which one(s)?**

No.

**Potential Conflicts of Interest**

**Please list any committees appointed by the Select Board, local agencies, or non-profit organizations of which you or a member of your immediate family are current members.**

I work at Milton Acadmey, a non-profit institution. However, I do not believe this is a conflict of interest.

**Are you or any member of your family employed by, or receive any financial consideration from the Town of Milton?**

No.

**How did you hear about this committee or the volunteer/talent bank?**

Stephanie Truesdell

**What better or other ways could we use to reach people with similar information?**

I am not sure. Let's chat.

# TOWN OF MILTON INVESTMENT POLICY

## I. The Investment of General Funds, Special Revenue Funds, Enterprise Funds, and Capital Projects Funds

### A. Scope

This section of the policy applies only to short term operating funds such as general funds, special revenue funds, enterprise funds, and capital project funds. Section two will deal with trust funds, bond proceeds, and any other funds with special circumstances such as stabilization funds.

### B. Objectives

Massachusetts General Laws, Chapter 44, section 55B requires the municipal/district treasurer to invest all public funds except those required to be kept uninvested for purposes of immediate distribution. Modern banking systems enable the public treasurer to maintain even these funds in interest bearing form until the date a disbursement order clears through the banking system.

The state law further requires that invested funds are to be placed at the highest possible rate of interest reasonably available, taking account of safety, liquidity and yield. Therefore, these guidelines are intended to further the objective of securing the highest return that is consistent with safety of principal while meeting the daily cash requirements for the operation of the entity's business.

- **Safety** of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital through the mitigation of credit risk and interest rate risk. These risks shall be mitigated by the diversification and prudent selection of investment instruments, and choice of depository. Credit risk is the risk of loss due to the failure of the security issuer or backer. Interest rate risk is the risk that the market value of the security will fall due to changes in general interest rates.
- **Liquidity** is the next most important objective. The overall investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Since all possible cash demands cannot be anticipated, the treasurer shall carry out investment activities in a manner that provides for meeting unusual cash demands without the liquidation of investments that could result in forfeiture of accrued interest earnings, and loss of principal in some cases.
- **Yield** is the third, and last, objective. Investments shall be undertaken so as to achieve a fair market average rate of return, taking into account safety and liquidity constraints as well as all legal requirements.

### C. Investment Instruments

**Note:** Public investments in Massachusetts are not protected through provisions in State law. Therefore, they are largely uncollateralized. Many banking institutions are willing to put up collateral, albeit at a cost to the entity of a lower interest rate. The Treasurer negotiates for the highest rates possible, consistent with safety principles.

The Treasurer may invest in the following instruments:

Massachusetts State pooled fund: **Unlimited amounts** (Pool is liquid)

The Massachusetts Municipal Depository Trust (MMDT), an investment pool for state, local, county and other independent governmental authorities, is under the auspices of the State

Treasurer and currently managed by Fidelity Investments. It invests pursuant to its Investment Policy excerpted below and dated June 2003. Under Government Accounting Standards Board Regulation (GASB III), it is not considered an uncollateralized product.

#### **Investment Policies and Restrictions**

**The Trust's Investment Adviser will seek to achieve the Trust's investment objectives by limiting the Trust's investments to the highest quality U.S. dollar denominated money market instruments of domestic and foreign issuers, U.S. Government securities, and repurchase agreements, as are authorized for investment pursuant to the statutory requirements to which the Trust is subject. Although the Trust's Investment Adviser may not buy all of these instruments or use all of these techniques, currently the statutory requirements to which the Trust is subject permit the Trust's Investment Adviser to invest the Trust's assets in any of the following to achieve the Trust's investment objectives:**

Obligations of the U.S. Government and foreign governments and their agencies or instrumentalities

ii. Obligations of banks (including certificates of deposit, time deposits, and bankers' acceptances) located in the United States

iii. Obligations of other companies in the financial services industry, including banks, bank holding companies, savings and loan associations, consumer and industrial finance companies, securities brokerage companies, and a variety of firms in the insurance field iv. Deposits in any savings bank, cooperative bank and federal savings and loan institution whose principal office is located in the Commonwealth of Massachusetts v. Short-term corporate obligations, including commercial paper, notes, and bonds

vi. Other short-term debt obligations

vii. Overnight and term repurchase agreements and reverse repurchase agreements secured by any of the obligations listed above.

#### **The Trust shall be managed in accordance with the following additional investment policies and restrictions:**

i. The Trust's assets will be managed to maintain a dollar-weighted average portfolio maturity of 90 days or less.

ii. The Trust's Investment Adviser will purchase only instruments with a remaining effective maturity of 397 days or less, except that obligations underlying a repurchase agreement may have a final maturity of more than 397 days.

iii. At the time of purchase, no more than 10% of the Trust's net assets will be invested in the securities of any one issuer, except that there is no limitation on the percentage of net assets that may be invested in securities of the U.S. Government, its agencies or instrumentalities, or in repurchase agreements collateralized fully by such obligations.

iv. No more than 25% of the net assets of the Trust may be invested in any one industry; except there is no limitation on the percentage of net assets that may be invested in the financial services industry.

v. Investments in securities that are illiquid securities (i.e., not readily marketable), other than securities that provide for payment within seven days, will be limited to no more than 10% of the Trust's net assets at the time of purchase.

U. S. Treasuries that will be held to maturity: **Unlimited amounts (Up to one year maturity from date of purchase)**

3. U.S. Agency obligations that will be held to maturity. **Unlimited amounts (Up to one year maturity from date of purchase)**

4. Bank accounts or Certificates of Deposit, hitherto termed CD's. **(Up to one year)** which are fully collateralized through a third-party agreement: **Unlimited amounts**

5. Bank accounts and C.D.'s **(Up to one year)** insured by F.D.I.C. and in some cases also Depository Insurance Fund (DIF): **\$5,000,000 limit.**

6. **Unsecured bank deposits** of any kind such as other checking, savings, money market, or Certificates of Deposit accounts at Banks that do not fit the above categories. These investments are subject to the following limitations: These investments **will be limited to no more than 5% of an institution's assets and no more than 25% of a municipality's cash.** Their credit worthiness will be tracked by Veribanc or other bank credit worthiness reporting systems. They will be diversified as much as possible. The rating of any banking institution used by the Town must be maintained as Green by Veribanc standards. An institution that falls to a Yellow standing shall have no more than 2% of the Town's funds invested and such limit will fall to 0% if the rating remains Yellow for more than one calendar quarter.

## **D. Diversification**

Diversification should be interpreted in two ways: in terms of maturity as well as instrument type and issuer. The diversification concept should include prohibition against over concentration of maturities as well as concentration in a specific institution. With the exception of U.S. Treasury obligations or investments fully collateralized by U.S. Treasuries or agencies, and State pools (MMDT), no more than 30% of the Town's investments shall be invested in a single financial institution.

## **E. Authorization**

The Treasurer has authority to invest municipality/district funds, subject to the statutes of the Commonwealth cited above.

## **F. Ethics**

The Treasurer and Assistant Treasurer shall refrain from any personal activity that may conflict with the proper execution of the investment program or which could impair or appear to impair ability to make impartial investment decisions. Said individuals shall disclose to the Town Administrator and Board of Selectmen any material financial interest in financial institutions that do business with the town. They shall also disclose any large personal financial investment positions or loans that could be related to the performance of the town's investments.

## **G. Relationship with Financial Institutions**

Financial institutions should be selected first and foremost with regard to safety. The Town shall subscribe to and use one or more of the recognized bank rating services, such as Veribanc. Brokers should be recognized, reputable dealers.

The Treasurer shall require any brokerage houses and broker/dealers, wishing to do business with the municipality, to supply the following information to the Treasurer:

- ◆ Audited financial statements.
- ◆ Proof of National Association of Security Dealers certification
- ◆ A statement that the dealer has read the municipality's investment policy and will comply with it

- ◆ Proof of credit worthiness (minimum standards: at least five years in operation and a minimum capital of 10 million dollars)

## H. Reporting Requirements

Quarterly, a report containing the following information will be prepared by the Treasurer and distributed to the Town Administrator and/or Board of Selectmen, as appropriate. The quarterly report will include the following information, as a minimum requirement:

- ◆ A listing of the individual accounts and individual securities held at the end of the reporting period.
- ◆ A listing of the short-term investment portfolio by security type and maturity to ensure compliance with the diversification and maturity guidelines established in the "Diversification" section of this Investment Policy.
- ◆ A summary of the income earned on a monthly basis and year to date basis shall be reported.
- ◆ The municipal treasurer shall include in the report a brief statement of general market and economic conditions and other factors that may affect the Town's cash position.
- ◆ The report should demonstrate the degree of compliance with the tenets set forth in the Investment Policy.
- ◆ The Department of Revenue Quarterly Reconciliation of Cash Report and an accounting of quarterly interest earned will satisfy the requirements of this section.

## II The Investment of Trust Funds and Bond Proceeds

This section of the policy applies only to funds that could be invested long term, i.e. trust funds, stabilization funds and bond proceeds. For issues subject to arbitrage rebate, an arbitrage tracking system such as those available at banks and Mass Municipal Depository Trust (MMDT) will be used to track expenditures of and interest earned on borrowed funds. Alternative tracking systems should be approved by and used under the advice of Bond Counsel.

### A. Arbitrage Regulations

Tax free debt may be issued by cities, towns, and districts, which means that they are able to borrow at rates well below market rates. At the same time, the federal government has issued regulations to prevent them from issuing debt with the goal of investing the borrowed funds at a higher rate of interest than that at which the money was borrowed or committing arbitrage. If the federal regulations are not followed, there are fines and penalties, but even worse, the tax free status of the debt could be jeopardized. The following arbitrage regulations will be followed:

Unless debt is issued as a "small issuer," that is, an entity issuing less than \$5 million of tax-exempt debt in a calendar year, the proceeds shall be used within certain prescribed time frames or be subject to fines and penalties as described above. In addition, in municipalities that issue \$5,000,000 or more in a year to finance certain public-school facilities, the limit increases to \$10,000,000 for that year.

**Following, find the general rules and time frames for spending borrowed funds in order to avoid having to pay a rebate to the Federal government on investment income earned on the borrowed funds. All funds must be used according to the following schedules or sooner:**

#### 1. **CONSTRUCTION DEBT**

First six months:	10%
First year:	45%
Eighteen months:	75%
Two years:	100%



2. **CAPITAL EXPENDITURES DEBT OTHER THAN CONSTRUCTION PROJECTS**

First six months: 15%  
First year: 60%  
Eighteen months: 100%

3. **ALL OTHER MUNICIPAL PURPOSE DEBT**

First six months: 100%

**B. TRUST FUNDS**

Trust funds may be co-mingled. Each trust fund must be accounted for separately. On 10-14-2021 Senate Bill 1364 legislation passed authorizing The Town of Milton's Treasurer to invest trust funds, that are in the custody of the treasurer, in accordance with chapter 203C of the General Laws. The Prudent Investor Rule.

**C. STABILIZATION FUNDS**

The Stabilization Fund shall not exceed ten per cent of the equalized valuation of the city or town, and any interest shall be added to and become a part of the fund. The treasurer may invest the proceeds in the following:

- ◆ National Banks
- ◆ Savings Banks
- ◆ Cooperative banks or trust companies organized under Massachusetts laws
- ◆ Securities legal for savings banks
- ◆ Federal Savings and Loan Associations situated in the Commonwealth
- ◆ Massachusetts Municipal Depository Trust

## **APPENDIX**

### **Chapter 44: Section 54. Investment of trust funds**

Section 54. Trust funds, including cemetery perpetual care funds, unless otherwise provided or directed by the donor thereof, shall be placed at interest in savings banks, trust companies incorporated under the laws of the commonwealth, banking companies incorporated under the laws of the commonwealth which are members of the Federal Deposit Insurance Corporation, or national banks, or invested by cities or towns in participation units in a combined investment fund under section thirty-eight A of chapter twenty-nine, or in paid-up shares and accounts of and in co-operative banks, or in shares of savings and loan associations or in shares or savings deposits of federal savings and loan associations doing business in the commonwealth to an amount not exceeding one hundred thousand dollars, or in bonds or notes which are legal investments for savings banks. Cities and towns having such funds in the custody of the treasurer in an aggregate amount in excess of two hundred and fifty thousand dollars may also invest such funds in securities, other than mortgages or collateral loans, which are legal for the investment of funds of savings banks under the laws of the commonwealth; provided, that not more than fifteen per cent of any such trust funds shall be invested in bank stocks and insurance company stocks, nor shall more than one and one-half per cent of such funds be invested in the stock of any one bank or insurance company. This section shall not apply to the city of Boston.

### **Chapter 44: Section 55. Public funds on deposit; limitations; investments**

Section 55. A city, town, or district or regional school district shall not at any one time have on deposit in a bank or trust company or banking company an amount exceeding sixty per cent of the capital and surplus of such bank or trust company or banking company, unless satisfactory security is given to it by such bank or trust company or banking company for such excess. The treasurer of any city, town, district or regional school district shall not deposit funds for which he is accountable in any bank, trust company or banking company with which such treasurer is associated as an officer or employee or has been associated as an officer or employee at any time during the three years immediately preceding the date of any such deposit. For the purpose of paying the principal or interest due on any bond, note or other obligation of the city of Boston, which is payable or requested to be paid in the city of New York, the city of Boston may keep on deposit in any national bank or trust company in the city of New York a sum not exceeding in the aggregate twenty-five thousand dollars; provided, that for a period of two weeks prior to the date of any such payment or payments, said amount may be increased by a sum or sums sufficient to cover the same. A treasurer of a city, town, district or regional school district may invest such portion of revenue cash as he shall deem not required to pay expenses until such cash is available and all or any part of the proceeds from the issue of bonds or notes, prior to their application to the payment of liabilities incurred for the purposes for which the bonds or notes were authorized, in term deposits or certificates of deposit, in trust companies, national banks, savings banks, banking companies or cooperative banks, or in obligations issued or unconditionally guaranteed by the United States government or any agency thereof and having a maturity from date of purchase of one year or less, or in United States government securities or securities of United States government agencies purchased under an agreement with a trust company, national bank or banking company to repurchase at not less than the original purchase price of said securities on a fixed date, not to exceed ninety days or in shares of beneficial interest issued by money market funds registered with the Securities and Exchange Commission under the Investment Company Act of

1940, as amended, operated in accordance with Section 270.2a-7 of Title 17 of the Code of Federal Regulations, that have received the highest possible rating from at least one nationally recognized statistical rating organization and the purchase price of shares of beneficial interest purchased pursuant to this section shall not include any commission that these companies may charge, or in participation units in a combined investment fund under section thirty-eight A of chapter twenty-nine; provided, however, that no temporary notes in anticipation of revenue shall be issued under section four as long as any revenue cash, exclusive of revenue sharing or other revenue cash the use of which is restricted to purposes other than current maintenance expenses, remain so invested.

#### **Chapter 44: Section 55A. Liability of depositor for losses due to bankruptcy**

Section 55A. A city, town, district or regional school district officer receiving public money and lawfully and in good faith and in the exercise of due care depositing the same in a savings bank or trust company organized under the laws of the commonwealth, on paid-up shares and accounts of and in cooperative banks, a banking company organized under the laws of the commonwealth which is a member of the Federal Deposit Insurance Corporation, or in a national bank doing business in the commonwealth or in participation units in a combined investment fund under section thirty-eight A of chapter twenty-nine, or, in the case of the city of Boston, in accordance with the provisions of section fifty-five in a national bank or trust company in the city of New York, or in good faith and in the exercise of due care purchasing share accounts of a federal savings and loan association located in the commonwealth, shall not be personally liable to the city, town, district or regional school district for any loss of such money by reason of the closing up of such depository or federal and loan association for the liquidation of its affairs.

#### **Chapter 44: Section 55B. Investment of public funds**

Section 55B. All moneys held in the name of a city, town, district or regional school district or any other account under the jurisdiction of a city, town, district, or regional school district or officer thereof, which are not required to be kept liquid for purposes of distribution, shall be invested in such a manner as to require the payment of interest on the money at the highest possible rate reasonably available, taking account of safety liquidity and yield. All officers of a city, town district or regional school district who control the investment of such funds shall invest them prudently, consistent with the provisions of sections fifty-four and fifty-five and, if the funds are the result of gift or grant or bequest, the terms of such gift or grant or bequest, so as to accrue the highest amount of interest reasonably available on such funds taking account of safety, liquidity and yield. The provisions of section sixty-two shall not apply to this section.



## Town of Milton



## GHG Inventory Review and Pathway Assessment

Prepared for:  
Department of Planning & Community Development  
Engineering Dept.  
525 Canton Avenue  
Milton, MA 02186

Apex Proposal #: 11953507149



Department of Planning & Community Development  
Engineering Dept.  
525 Canton Avenue  
Milton, MA 02186

**Proposal No. 11953507149**

### **Proposal for GHG Inventory Review & Pathway Assessment Project**

Apex Companies, LLC (Apex) is pleased to submit our proposal to update the Town of Milton's GHG inventory, develop GHG reduction strategies, and provide a Climate Action Plan (CAP) for the Town to use in achieving their goal of being net-zero by 2050. We further understand that the Town of Milton is seeking assistance in this project to:

- Assist with and prepare for meetings with their stakeholders;
- Develop presentations, communication, and engagement materials;
- Identify key sections and information to be included in the CAP; and
- Forecast "business as usual" emissions up to 2050.

At Apex we work with clients to develop solutions that will provide the greatest value and we would, therefore, welcome the opportunity to discuss our approach to this project in more detail with you. Apex is the parent company of Environmental Partners Group, LLC with whom the Town has completed several successful projects including preparing a Climate Action Grant and providing engineering design services for the Pine Tree Brook Culvert Assessment and Drainage Evaluation, engineering services for stormwater improvements, engineering and supplemental services in connection with the Town's Municipal Vulnerability Preparedness (MVP) Planning, and engineering services to update the Town's Risk and Resilience Assessment and Emergency Response Plan (ERP). Based on our experience working with the Town of Milton, via our Environmental Partners team, we will conduct our activities in a manner to minimize disruption to your operations and daily activities. Apex's presence in the Northeast and our continued partnership with the Town of Milton provides us with the necessary context and background to successfully complete this project.

Our GHG emissions determination process is designed to help the Town of Milton accurately report their GHG emissions data and find solutions to take meaningful action on climate change. During this process, we will also look for areas of best practice and opportunities for improvement of processes used for collecting, compiling, and reporting data.

The deliverable for this project is included below under the 'Scope of Work' section.

The Town of Milton's GHG emissions will be calculated (and in some cases estimated) based on the World Resources Institute (WRI)/World Business Council for Sustainable Development (WBCSD)'s GHG Protocol. We will also provide the Town of Milton with backup documentation for the calculations and assumptions.

The following sections present the proposed scope of work, schedule, and fees for completing the project.

Thank you very much for the opportunity to submit this proposal.

Yours Sincerely,



Nicole Bouquet  
Executive Director, ESG  
Nicole.Bouquet@apexcos.com  
Rockville, Maryland

# Proposal for GHG Inventory Review & Pathway Assessment Project

## Executive Summary

Apex's Sustainability Practice provides services and solutions designed to help our clients develop, implement, measure, and report on their sustainability strategies; improve transparency and stakeholder confidence in environmental, social and governance practices and data; and facilitate shared (stakeholder) value creation.

The purpose of this document is to provide scoping for an ESG project which would help the Town of Milton in addressing climate change and energy use through the MA Green Communities and Municipal Vulnerability Preparedness (MVP) Programs. Through a thorough review of their current GHG inventory, Apex will assist the Town of Milton in updating their existing inventory with recent emissions data as well as ensuring the GHG inventory update remains in compliance with the Local Government Operations (LGO) Protocol standards as well as the Global Protocol for Community Scale GHG Emissions Inventory for communities.

Following the GHG inventory update, Apex will provide the Town of Milton with several GHG Reduction Pathways, which will demonstrate various strategies to achieve the town's net-zero emissions target by the year 2050. These pathways will be broken down in actionable and measurable steps through key performance indicators (KPIs). By leveraging Apex's marketing and design team, Apex will provide a Climate Action Plan (CAP) template report and framework report deliverable containing data visualizations and pathway mapping in a clear and concise way for the Town of Milton to ultimately share with their target audience of their community. For more detail on the deliverables, please refer to the 'Project Scope' section below.

## Scope of Work for the GHG Inventory Review & Pathway Assessment Project

- **Conventions.** Apex will leverage frameworks such as Local Government Operations (LGO) Protocol standards, the Global Protocol for Community Scale GHG Emissions Inventory, and the Greenhouse Gas Protocol (GHGP) to ensure their GHG inventory update is in accordance with their peers and that the quality of data is accurate and comparable.
- **Process.** Apex will assess the Town's current ESG initiatives, data, plans, policies, and goals as indicated in the scope of work. This will involve reviewing the Town's existing Metropolitan Area Planning Council (MAPC) toolkit-based inventory; assessing the Town's current GHG inventory; working with the Town of Milton to identify peers' CAPs which Apex will use as guidance. Additionally, Apex will work with the Town and stakeholders to identify and develop goals, strategies, actions, and metrics that allow the Town of Milton to achieve its climate aspirations.
- **Project Scope.** This project seeks to: help educate the Town of Milton and their stakeholders on their GHG reduction opportunities with Apex providing a thorough analysis on their updated GHG emissions data and reduction pathways to inform effective strategies to achieve the Town's goal of being net-zero by 2050; and inform the Town of Milton's community on their ESG efforts and targets through the development of the Town's CAP template and framework.

At the end of the project term, the Town of Milton will have an evidence-based understanding of their updated GHG emissions data, and the several actionable GHG reduction pathways to achieve their net-zero goal by 2050. This will be complemented by GHG reduction target recommendations and a well-designed and accessible Climate Action Plan to be used by the Town, relevant stakeholders, and their community. The Town will also have had multiple engagements with the Apex team for education and exploration on the topics within the scope of work. Guidance around possible next steps and recommendations will be provided to the Town of Milton along the way and within the final deliverables.

Apex will provide the following deliverables to the Town of Milton by the end of this project:

- GHG Inventory Assessment and Update (Task 1)
  - An updated GHG inventory (report deliverable)
  - GHG workbook with all data, assumptions, emissions factors, and sources (workbook deliverable)
  - A results-summary and methodology (report deliverable)
  - "Business as Usual" emissions forecast up to 2050
- GHG Emissions Reduction Pathways Analysis (Task 2)
  - Actionable steps and indicators (visual deliverable)
  - GHG reduction target recommendations for 2030 and 2050 (report deliverable)
  - All inputs, calculations, and assumptions used for pathway scenarios (workbook deliverable)
  - Methodology summary (report deliverable)
  - PowerPoint presentation reflecting results of assessment (presentation deliverable)
- Communications & Engagement Materials (Task 3)
  - Marketing/Design for CAP (report deliverable)
    - Including: name of CAP, key messaging, color palette and style guide, logo, five icons for key areas the CAP will address
- Climate Action Plan (CAP) Template (Task 4)
  - Fact Sheet (report deliverable)
    - Including: GHG emission contribution, climate hazard impacts, why/how the Town is leading by example, and how the community can be a part of solution
  - Presentation template (presentation deliverable)
  - Draft of CAP template (report deliverable)
  - Final CAP template (report deliverable)
- Climate Action Plan Framework Development (Task 5)
  - CAP framework (report deliverable)
    - Includes: at least five focus areas, at least two data points and trends, 1-2 goals, 2-3 strategies, and 3-5 priority actions for each
    - Summary of GHG data and climate hazards
    - Introductory narrative
  - Community engagement meetings
    - Includes: preparation and assistance with meetings, and assistance with identifying stakeholders

## Project Fees and Schedule

### Fees

Apex will provide the services described in the scope of work for a fixed fee of **\$48,000**.

Our fees include labor and expenses associated with the project, methodology, final scoping, and presentations and deliverables associated with the project scope. The following table provides a summary of our hourly rates:

Labor Category	Hourly Rate (\$)
Technical Reviewer	\$280/hour
Lead Verifier	\$215/hour

Labor Category	Hourly Rate (\$)
Staff Verifier	\$150/hour
Administrative Support	\$100/hour

Any additional work not covered here within, will be scoped & priced as part of additional phases of work at the request and authorization of the Town of Milton will be performed in accordance with our fee schedule.

## Schedule

Apex will begin work at a mutually agreeable time following receipt of your authorization to proceed.

We estimate that completion of our project will require approximately 8 months following the receipt of your data.

## Project Team

Our highly skilled team of ESG experts have calculated GHG emissions for hundreds of companies and municipalities across the country for 20+ years and have vast experience in consulting on inventory development projects. A summary of our core team's experience is provided below to assure you that we hold the necessary capabilities in the field of GHG emissions reporting and Climate Action Planning.

### Project Personnel Biographies

Please note that members of this project have worked together before on similar projects and understand your project needs.

Name	Type and Years of Relevant Experience	Length of Service with Firm	Qualification
Eric A. Kelley, PE, CHMM, LEED GA	Eric is a Principal at Environmental Partners with 20 years of experience in Civil and Environmental engineering.	15+ years	Client Services Manager
Eric specializes in water quality assessment and analysis, drinking water treatment, stormwater system evaluation and compliance, environmental compliance, public works construction administration, and project management. His project experience includes drinking water treatability studies, design of drinking water treatment systems, drinking water system operations assistance, municipal stormwater system compliance, resident engineering and administration of public works construction projects, evaluation of municipal stormwater system performance and condition, and compliance with federal, state, and local environmental regulations.			
Trevor Donaghu	25+ Years, Environmental, Sustainability and Climate Change Services	23 years	Lead Assuror/Verifier/ Technical Reviewer
Mr. Donaghu has more than 25 Years of experience in the field of environmental consulting, with demonstrated results in project planning and management. His responsibilities include project design and budgeting, project scheduling and tracking, senior technical review, and quality assurance/quality control (QA/QC), and client communication. Mr. Donaghu provides clients support in the area of GHG and sustainability assurance and consulting. Mr. Donaghu is an experienced Lead Auditor for Greenhouse Gas Emissions and Sustainability Reporting. His experience in GHG and sustainability data assurance and reporting includes a wide range of industries both within the US and globally.			



John Rohde	25+ Years, Environmental, Sustainability and Climate Change Services	20 years	Lead Assuror/Verifier/ Technical Reviewer
Mr. Rohde has more than 25 Years of experience in the areas of environmental, quality and safety management. He has provided auditing and consulting services for companies in a wide range of sectors. Mr. Rohde has experience conducting assurance projects ranging from GHG emissions verification through verification of entire sustainability reports. He has experience assuring environmental, safety and social data and reporting for global clients.			
David Reilly	30+ Years, Environmental, Sustainability and Climate Change Services	15 years	Lead Assuror/Verifier/ Technical Reviewer
Mr. Reilly has more than 30 Years of experience in the areas of environmental, quality and sustainability management. He has provided auditing and consulting services for companies in a wide range of sectors. Mr. Reilly has experience conducting assurance projects ranging from GHG emissions verification through verification of entire sustainability reports. He has experience assuring environmental, safety and social data and reporting for global clients.			
Mary Armstrong	20+ Years, Environmental Health, Safety and Sustainability Services	21 years	Lead Assuror/Verifier/ Technical Reviewer
Ms. Armstrong-Friberg has over 20 Years of professional experience in environmental consulting, regulatory compliance, and health and safety management and has consulted with respect to properties throughout the United States, Canada, Puerto Rico, and Europe. She has experience in corporate greenhouse gas emission inventory verification and assurance of sustainability data and reports. She has performed verification and assurance of sustainability services for national and international businesses.			
Scott Johnston	25+ Years, Environmental, Sustainability and Climate Change Services	13 years	Lead Assuror/Verifier/ Technical Reviewer
Mr. Johnston has more than 25 Years of experience in the field of environmental consulting, with demonstrated results in project planning and management. Mr. Johnston is an experienced Auditor for Greenhouse Gas Emissions and Sustainability Reporting. He has experience assuring sustainability data for a wide range of industries and has worked on projects for several global clients. Mr. Johnston is Lead Auditor trained for both ISO 14001:2015 (environmental management system) and OHSAS 18001 (Safety Management).			
Cody Lorentson	7 years, Environmental, Sustainability and Climate Change Services	3 years	Lead Assuror/Verifier/ Technical Reviewer
Mr. Lorentson has 7 years of experience in Greenhouse Gas (GHG) accounting and sustainability consulting. His experience includes preparing and reporting GHG inventories for dozens of colleges and universities. He has also conducted sustainability verification and assurance work for global clients across numerous sectors including healthcare, food and beverage, manufacturing, real estate, and insurance.			
Slok Gyawali	8 Years, Environmental, Sustainability and Climate Change Services	1 year	Assuror/Verifier
Mr. Gyawali has over 8 years of experience in the sustainability and climate consulting fields. He has extensive knowledge of greenhouse gas accounting, clean energy and ESG strategy development and implementation. His work history includes working with governments and public sector clients to advance clients' climate, clean energy, and			

resilience goals.			
Claire Leone	3+ Years, Environmental, Sustainability and Climate Change Services	1 year	Assuror/Verifier
Ms. Leone has a comprehensive understanding of GHG verification and consulting practices and principles. She has provided auditing and consulting services for companies in a wide range of sectors. As a practitioner, she has worked with clients to accurately develop and implement their ESG initiatives and improve environmental performance.			

## Project Management

Apex will proactively manage this project in accordance with our formalized Project Management (PM) model. This model is designed to mitigate risks and ensure consistent, technically sound and verifiable results for services performed.

Our ESG & sustainability programs receive technical and senior review prior to being issued to clients. These final peer-reviewed management plans and reports are provided in electronic format to facilitate better record keeping and help us meet our environmental goals. Electronic delivery also simplifies administrative processes and eliminates non-productive tasks.

The core principles of this project management model are outlined below.



**Customer Satisfaction:** Striving for customer satisfaction is an integral part of our Project Management approach. By understanding and verifying our client's expectations and project objectives at the start of the project, our team can work effectively and efficiently to meet your goals. Responsiveness and service excellence are two key features that characterize our services to valued clients.



**The Right Resources, at the Right Time:** We maintain a strong roster of auditing professionals and assign the 'right' resources based on the level of technical ability, experience to perform the agreed upon scope of work, and geographic alignment with the project.



**Communication Planning:** The assigned project manager establishes a communication plan with the client to address the following elements: Contract Initiation & Engagement Process; Contract Execution Reporting (Agreed upon Contract Key Performance Indicators); and Project Status Reporting (Safety Metrics, Quality Monitoring, Work Request Status, Project Schedule, Budget, Potential Project Risks).



**Control Budget:** The project manager will monitor the project budget against the amounts consumed, planned versus actual and expenses incurred. If a change in the scope of work occurs, we notify the client and advise if an impact to the budget is expected. Unauthorized work or scope is not performed without prior acknowledgement and approval from the client, unless an Immediately Dangerous to Life or Health (IDLH) situation exists that requires immediate action.



**Quality Management:** Apex has established processes for monitoring and recording our activities to assess quality performance and implementing preventative/corrective actions by our Project Managers. Projects are proactively managed in accordance with these controls and processes.

## Conclusion

Apex will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Please review the proposal. To accept, please add your signature and return the signed document to the proposed project manager, Slok Gyawali ([Slok.Gyawali@apexcoss.com](mailto:Slok.Gyawali@apexcoss.com)).

Thank you very much for the opportunity to submit this proposal.

Yours Sincerely,

**Apex Companies, LLC**

**Prepared by:**



Claire Leone  
Project Manager, ESG  
[Claire.Levone@apexcoss.com](mailto:Claire.Levone@apexcoss.com)  
Los Angeles, California

**Reviewed by:**



Nicole Bouquet  
Executive Director, ESG  
[Nicole.Bouquet@apexcoss.com](mailto:Nicole.Bouquet@apexcoss.com)  
Rockville, Maryland

## PROPOSAL ACCEPTANCE

<b>Apex Proposal No.: 11953507149</b>		
<b>Acceptance of this proposal by (Print):</b>		
<b>Signature</b>		<b>Date:</b>
<b>Title</b>		
<b>Company</b>	<b>The Town of Milton</b>	

By signing this document, I am authorizing Apex Companies, LLC. (Apex) to begin performing this project per the scope of services referenced above. My signature represents a commitment to reimburse Apex for all charges incurred per the fee schedule on this project up to the time I request work to stop. The work stoppage date shall be issued in writing.

Please note that Apex reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance Agreement or other written authorization referencing this AGREEMENT in its entirety. This AGREEMENT together with Apex's proposal, Unit Fee Schedule, and following Terms and Conditions constitute the entire agreement between the client and Apex and supersedes all prior written or oral understandings:

Please return a signed copy to the proposed project manager, Slok Gyawali: [slok.gyawali@apexcos.com](mailto:slok.gyawali@apexcos.com)

☒ Apex Standard Terms & Conditions (June 2020)



**Town of Milton and APEX COMPANIES LLC**

**Master Terms and Conditions – June 2020**

This Agreement is made and entered into by and between \_\_\_\_\_ ("Client") and Apex Companies, LLC, hereinafter ("Apex") as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"). The Terms and Conditions set forth herein govern the work described in the proposal prepared by Apex ("Proposal") of which these Terms and Conditions are a part thereof. The term of this Agreement shall be for one YEAR from the Effective Date of this Agreement and shall renew for successive one YEAR periods unless terminated by written notice to the other party at least thirty (30) days prior to the annual renewal date or as otherwise provided herein. Fees may be adjusted annually or as otherwise set forth in the applicable Proposal. Notwithstanding anything to the contrary herein contained, execution of this Agreement shall not obligate Client or Apex to execute any Proposals.

**RECITALS**

Apex is in the business of providing professional engineering, technical, analytical and consulting services (collectively, "Services"). Client and Apex desire to enter into this Agreement to agree upon the terms and conditions that will govern any Proposals entered into by the parties, pursuant to which Client retains Apex to provide certain Services.

**NOW, THEREFORE**, in consideration of the mutual agreements, representations, promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. SCOPE OF SERVICES; ACCESS TO PROPERTY; SITE CONDITIONS.**

(a) **Scope of Services** – The scope of Services to be provided by Apex for Client shall be specified in the Proposal. Apex's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Apex's legal expenses, administrative costs and fees pursuant to Apex's then current fee schedule for Apex to respond to any subpoena.

(b) **Access to Property; Permits** – Client grants or shall obtain for Apex, its subcontractors, affiliates, agents, directors, officers, and employees (individually, an "Apex Party", and collectively, "Apex Parties") authority to enter upon Client's property and the property of others and shall provide all access as necessary, including access for all necessary equipment, to perform the Services. Client warrants that it has obtained (or will obtain prior to performance of the Services) all necessary permits required in connection with the performance of the Services.

(c) **Site Conditions** – Client hereby acknowledges and agrees that (i) Apex is not, and has no responsibility as an owner, handler, generator, operator, treater, storer, arranger, transporter or disposer of hazardous or toxic substances found or identified during the performance of the Services; and (ii) Client shall undertake to arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified. Client further acknowledges and agrees that (i) Client may be requesting Apex to undertake services or work for the benefit of Client involving the presence or potential presence of hazardous substances; and (ii) Apex may be exposed to claims arising out of, or involving actual, alleged, or threatened discharge, disposal or release or escape of hazardous or potentially hazardous pollutants including, but not limited to, solid, liquid, gaseous or thermal irritants or contaminants including smoke, water, vapor, soot, fumes, acids, alkalies, chemicals, wastes, and waste materials, and Client understands and agrees that Apex shall only be responsible for losses which directly result from Apex's negligence.

**2. APEX'S RESPONSIBILITIES; COMPENSATION; TERMS OF PAYMENT.**

(a) **Apex's Responsibilities** – Except as otherwise provided in a specific Proposal, Apex shall furnish all labor, materials, tools, equipment and supervision necessary to perform the Services. Apex shall be responsible for the means and methods used in performing the Services and shall be responsible only for its activities and those of the Apex Parties.

(b) **Compensation** – Client shall pay Apex, as compensation for Services, the fees and costs specified in the applicable Proposal.

(c) **Terms of Payment** – All billing and expense submissions shall be submitted by Apex to Client on a monthly basis. If Client objects to all or any portion of any invoice, Client shall so notify Apex in writing within fifteen (15) days after Client's receipt of such invoice, giving the reasons for Client's objection. The parties shall cooperate in good faith to resolve any disputed invoice amounts as expeditiously as possible. Payment on undisputed invoice amounts is due upon receipt of invoice by Client and is past due thirty (30) days from the date of the invoice. Client shall pay an additional charge of one and one-half percent (1.5%) per month on past due accounts. If requested by Client in writing, Apex shall provide appropriate lien waivers from Apex and, if applicable, its subcontractors and affiliates, for Services performed, contingent upon receipt of payment in full for such Services. Note: There will be a 3% fee charged to Client in addition to the invoiced amount for any payments made by credit card. Client agrees to pay

attorneys' fees, legal costs and all other collection costs incurred by Apex in pursuit of past due payment.

**3. INDEPENDENT CONTRACTOR.** Apex shall act solely as an independent contractor in performing the Services, and nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, principal and agent, partners or joint ventures between Client and Apex. Except as otherwise provided in this Agreement or in a specific Proposal under which Apex is performing Services, Apex shall have no right or authority to act for Client. Apex shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of Apex and its employees.

**4. CONFIDENTIALITY.** Each party shall use commercially reasonable efforts to keep confidential all data and information furnished by the other party under this Agreement. This confidentiality obligation shall not apply to data or information: (i) within the public domain; (ii) previously known to the receiving party prior to its disclosure; (iii) obtained from third parties without violating any confidentiality agreement; (iv) required, in the opinion of legal counsel, to be produced by any law, subpoena, or court order; or (v) required, in the opinion of legal counsel, to be produced in the defense of any claim. If, in the opinion of legal counsel, a party is required to produce information by subpoena or court order, such party shall first provide prompt notice to the other party in order to allow the party an opportunity to seek a protective order or other appropriate remedy. Client agrees that Apex shall be permitted to use Client's name and logos in Apex's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by Apex is to be considered confidential and proprietary and shall not be released or disclosed to a third party without Apex's written consent. All confidential or proprietary reports, drawings, specifications and other technical documents provided to Apex by Client pursuant to this Agreement shall be treated as confidential, and Apex shall not disclose such materials, or any contents thereof, to others without Client's prior written consent. All such materials shall be returned to Client on request. Each party shall make its respective agents, directors, officers, employees and affiliates having access to such materials aware of this obligation of confidentiality.

**5. INSURANCE.** Apex, at its expense, shall provide and maintain in effect at all times during the term of this Agreement the following insurance, with limits of liability not less than stated below:

(a) Worker's Compensation, Occupational Disease, Employer's Liability, Disability Benefit and other similar employee benefit insurance in compliance with the statutory limits of the state where the Services are being performed.

(b) Comprehensive General Liability Insurance providing a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000. Such insurance shall include Client as an additional insured for activities arising out of the performance of the Services if so requested by Client.

(c) Comprehensive Automobile Liability Insurance providing a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000.

(d) Professional Liability/Errors and Omissions Insurance with a minimum limit of \$1,000,000 per any one claim and in the aggregate.

## **6. DATA AND INFORMATION; OWNERSHIP OF DOCUMENTS.**

**(a) Client Data and Information** - Client shall provide to Apex all the reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. Apex shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by Client or others in performing the Services and, Apex assumes no responsibility or liability for the accuracy or completeness of such. Client waives any claim against Apex, and agrees to defend, indemnify and hold Apex harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to Apex by Client.

**(b) Apex Data and Information** - If the Services include the collection of samples and data relative to Client's contemplated purchase, sale or development of certain property, then the Services are performed by Apex with Client's understanding of the subsurface risks. Therefore, although Apex will be responsible for data which is directly the product of its sampling effort, Apex will not be responsible for the independent conclusions, interpretations, interpolations and/or decisions of Client, or others, which are the result of this effort. Apex does not undertake any Services which would result in any recommendation, advice or direction by Apex as to whether Client should or should not proceed to purchase, sell or develop the site in question, but it is understood that Client intends to utilize the data provided by Apex to make its own independent judgment in this respect.

**(c) Ownership of Documents** - All plans, studies, documents and other writings prepared by Apex or an Apex Party in the course of implementing this Agreement shall remain the property of Apex, until full payment of services is received. Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of Apex and its affiliates, (collectively, the "Rights") are and shall remain the sole property of Apex or its affiliates and shall not be used by Client, except solely to the extent that Client obtains the prior written approval of Apex and then only in the manner prescribed by Apex. If Apex terminates the Agreement in accordance with the provisions hereof, any such license granted by Apex to the Client, prior to termination and payment of fees, shall continue. Apex may, however,

retain one archival copy of all reports delivered to Client and of all working papers necessary to support Apex analysis, conclusions, or recommendations.

## **7. STANDARD OF CARE; INDEMNITY.**

**(a) Standard of Care** - Apex shall perform the Services in a competent, professional manner, consistent with the customary standards of performance by professionals in Apex's profession performing under similar conditions at the same time and locality. Client acknowledges and agrees that Apex has made no other implied or expressed representation, warranty, or condition with respect to the Services performed or provided in accordance with this Agreement.

**(b) Indemnity** - The following indemnity provisions shall control this Agreement:

**(1)** Subject to the limitation of liability set forth in paragraph (3) below, Apex shall indemnify and hold Client and its agents, officers, directors, and employees (individually, a "Client Party" and collectively, "Client Parties") harmless from and against any and all claims, liabilities, damages, demands, losses, costs and expenses, including reasonable attorneys' fees and court costs, to the extent directly and proximately caused by: (i) the negligent or wrongful acts or omissions of Apex or an Apex Party while performing the Services; or (ii) any breach of this Agreement by Apex. Apex's indemnification obligation shall not arise until an actual finding of negligence or the parties agree prior to an actual finding of negligence.

**(2)** Client shall indemnify, defend and hold Apex and the Apex Parties harmless from and against any and all claims, liabilities, damages, demands, losses, costs and expenses, including reasonable attorneys' fees and court costs, to the extent attributable to: (i) the negligent or wrongful acts or omissions of Client or a Client Party; or (iii) any breach of this Agreement by Client.

**(3)** Notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of Apex and Apex Parties hereunder shall not exceed the greater of (i) \$50,000 or (ii) Apex's total fee (excluding expense reimbursements) paid for the applicable Services during the immediately preceding twelve (12) month period.

**(4)** In the event liability is shared by the parties to this Agreement, each party shall contribute in the amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments. Apex's indemnification obligation shall not arise until an actual finding of negligence or the parties agree prior to an actual finding of negligence.

**(5)** In no event shall either party be liable or responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, incidental, punitive or consequential damages.

**8. FORCE MAJEURE.** Except for Client's obligation to pay Apex for Services rendered, no liability shall attach to either party from delay in performance or nonperformance caused by circumstances beyond the control of the party affected, including without limitation acts of God, fire, flood, explosion, war, sabotage, labor disputes or shortages, accidents, pandemics, epidemics, action or demand of governmental authority, inability to obtain power, material, equipment or transportation, injunction, labor strikes, and any other similar or dissimilar contingency. An event of force majeure shall extend the completion date of any obligation specified in a Proposal for a time equal to the time the event of force majeure is in existence.

**9. CHANGE ORDERS.** Following execution of a Proposal, Client may at any time, by written notice to Apex (a "Change Order"), request in good faith changes to the Services covered by such Proposal, consisting of additions, deletions, substitutions or other revisions. Any such additions, deletions, substitutions or other revisions that modify the obligations of Apex must be agreed upon in writing by the parties (along with any adjustment in the compensation to Apex or timing of completion required thereby) before Apex shall proceed with such additions, deletions, substitutions or other revisions. If after a good faith effort by Apex to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the Client, then Apex shall have the right to terminate the applicable Proposal upon written notice to the Client, and Client shall pay Apex for all Services performed and expenses incurred through the date of termination.

**10. TERMINATION.** Either party may terminate this Agreement at any time and for any reason, upon thirty (30) days prior written notice to the other party. Client shall pay Apex for all Services performed and all expenses incurred in performing the Services prior to any such termination of this Agreement plus all reasonable demobilization costs incurred by Apex if Client terminates this Agreement before Apex has completed its Services. In addition to and/or in lieu of terminating this Agreement, if Client has failed to act on an application for payment from Apex within thirty (30) days after it is submitted, Apex shall have the right to suspend all Services, without prejudice, upon seven (7) days' prior written notice to Client until Apex has received payment of all amounts then due. All reasonable demobilization and other costs incurred by Apex as the result of any such suspension will be paid by Client.

**11. SUBSURFACE OPERATIONS.** Client shall provide Apex with the identity and location of all subsurface structures, utilities and obstructions known to Client at the applicable property locations. Client agrees to indemnify, defend and hold Apex and the Apex Parties harmless from and against any and all damages, delays, costs, injuries, death, or any claims or demands or causes of action for any of the foregoing, including costs of defense, arising from associated with any subsurface structures, utilities or obstructions that were not called to Apex's attention and correctly shown on the plans furnished to Apex. Client waives any claim



against Apex, and agrees to defend, indemnify, and hold Apex harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not called to Apex's attention or accurately located. In addition, Client agrees to compensate Apex for any time spent or expenses incurred by Apex in defense of any such claim with compensation to be based upon Apex's prevailing fee schedule and expense reimbursement policy.

## **12. WASTE MATERIALS.**

(a) **Removal of Non-Hazardous Waste** - If requested by Client in writing, Apex will remove surplus non-hazardous unregulated waste materials generated by Apex in the course of performing the Services, and will lawfully dispose of same, unless otherwise specified by Client in writing. Except for samples collected or obtained by Apex, Apex shall have no obligation to remove or dispose of hazardous materials from sites where Services are performed, except to the extent that such materials are brought onto the site by Apex or an Apex Party.

(b) **Contamination** - Client acknowledges that it is impossible for Apex to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Apex will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Apex harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. In addition, Client agrees to compensate Apex for any time spent or expenses incurred by Apex in defense of any such claim with compensation to be based upon Apex's prevailing fee schedule and expense reimbursement policy.

(c) **Pre-Existing Waste** - As used herein, the term "Pre-Existing Waste" shall mean any hazardous or non-hazardous wastes, substances or materials existing at the applicable sites prior to the date that Services are initiated. Client hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed Apex. If applicable to the Services, Client shall furnish to Apex all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials, on or under the site. Upon request, Apex may assist Client in the proper handling, storage, transportation and/or disposal of Pre-Existing Waste in accordance with applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow Apex to complete such Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of Pre-Existing Waste. In no event shall Apex take title to or be liable for disposal or remediation costs associated with Pre-Existing Waste.

(d) **Discovery of Hazardous Waste** - Client recognizes that anticipated or unanticipated hazardous materials or suspected hazardous materials may be discovered on the project site property, whether or not owned by Client, or on any adjacent property to the site. Client recognizes that it is Client's responsibility, and not Apex's, to inform the Owner of any affected property not owned by Client of such discovery. Client also recognizes that any such discovery may result in a significant reduction of the property's value. Client agrees that discovery of unanticipated hazardous materials may constitute a changed condition for which Apex shall be fairly compensated. If after a good faith effort by Apex to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the Client, then Apex shall have the right to terminate the applicable Proposal upon written notice to the Client.

**13. NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement, and for a period of two (2) YEARS thereafter, neither party shall, directly or indirectly, for such party's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have performed Services under this Agreement, without the other party's express written consent. The parties further agree that loss of any such employee would involve considerable financial loss of an amount that could not be readily established. Therefore, in the event that a party should breach this provision and without limiting any other remedy that may be available the breaching party shall pay a sum equal to the employee's current annual salary plus 12 additional months of the employee's current annual salary for training of a new employee as liquidated damages. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a party shall not be considered solicitation of an employee of the other party.

**14. CONTROLLING AGREEMENT; MODIFICATION.** Any terms and conditions contained in Client's solicitation of proposals, scope of work descriptions, purchase orders, compensation transmittals or any other subordinate agreements (each, a "Subordinate Agreement") that are inconsistent with any terms and conditions contained in this Agreement shall be superseded and governed by this Agreement. This Agreement, including all attachments, contains the entire understanding between the parties with respect to the subject matter hereof, and all prior or contemporaneous promises, representations, agreements or understandings are expressly merged herein and superseded hereby. This Agreement may not be modified, altered, amended or revoked except in writing duly executed by both parties.

**15. NOTICES.** Any notice required or permitted to be given hereunder shall be in writing, and shall be either personally delivered to the party to whom it is to be sent, or sent by overnight courier service (such as Federal Express) or by U.S. certified or registered mail, return

receipt requested, postage prepaid, to the respective addresses of the parties set forth below:

If to Client:

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

Attn: \_\_\_\_\_

Facsimile No.: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

If to Apex:

Apex Companies, LLC  
15850 Crabbs Branch Way  
Suite 200  
Rockville, Maryland 20855  
Attn: President  
Facsimile No.: (301) 975-0169

or to such other place as Client or Apex may from time designate by notice to the other. Any such notice shall be deemed given and effective upon receipt thereof by the party to which it is to be sent, provided, however, that (i) notice sent by overnight courier service shall be deemed given and effective upon the next business day after such notice is delivered to or picked up by the overnight courier service, and (ii) notice sent by certified or registered mail shall be deemed given and effective upon the third business day after mailing.

**16. GOVERNING LAW; VENUE.** This Agreement shall be deemed to be made under and construed in accordance with the laws of the State of Maryland. Each party irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Montgomery County, Maryland, over any suit, action or proceeding arising out of or relating to the Agreement.

**17. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Apex shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Apex within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Apex shall be brought within one (1) YEAR of the work or services performed under this Agreement. If Client makes a claim against Apex for any alleged error, omission, or other act arising out of the performance of its professional services, then to the extent the Client fails to prove such claim, Client shall pay all costs including attorney's fees incurred by Apex in defending the claim. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

**18. Prevailing Wage.** This Agreement and any Proposals specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any Proposals specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, Apex is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to Apex, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of the applicable Proposal shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of any Services and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless Apex from any liability resulting from a subsequent determination that prevailing wage regulations cover the Services, including all costs, fines and reasonable attorney's fees.

**19. LIMITATION/DISCLAIMER (MOLD).** When Services include mold survey/inspection services, such scope of work is, in addition to all other terms and conditions set forth herein, expressly subject to the following disclaimer:

Client hereby acknowledges and agrees: (i) Apex makes no claims that all areas of mold growth will be identified during the Work; (ii) if present, hidden mold, such as behind walls, ceilings, floors and other enclosures, may be impossible to

locate without performing complete destruction of all walls, ceilings, floors and enclosures; and (iii) the scope of the Work does not include such destructive testing. Apex's findings and recommendations will be based solely upon the Work performed at the time of site inspection(s). Because water damage, leaks and moisture problems can occur at any time and from time to time, Apex can only comment on findings visually apparent and discovered during the site inspection(s). Apex and Client will jointly determine the manner in which the Work is to be performed and the specific hours during which Apex is to work. Client acknowledges and agrees that the Work performed and the evaluation provided of mold is only valid at the time the Work is performed since mold is naturally occurring and its presence, quantities and scope may change over time and from time to time. In addition to the disclaimer of warranties set forth herein, neither Apex nor its subcontractor laboratories can guarantee that all mold spores in any particular sample location will survive or replicate in sufficient numbers to be detected. The Work performed and the evaluation conducted shall be only with respect to those areas listed in the agreement between the parties, unless agreed otherwise in writing by both Apex and Client. Prior to Work being performed, Client shall notify Apex in writing of any deficiencies in the structure at the location(s) to be evaluated whereby moisture can or may infiltrate into the structure and initiate the growth of mold, fungus or other allergens. Client hereby acknowledges and agrees that the Work will not include identification and correction of water intrusion.

**20. COVID-19 DISCLAIMER.** When Services include COVID-19 related services, such scope of work is, in addition to the terms and conditions set forth herein, expressly subject to the following disclaimer and indemnification language:

Given the novelty of the SARS-CoV-2 virus and coronavirus disease 2019 (collectively referred to herein as "COVID-19"), Client acknowledges that there are no uniform protocols or procedures for containing the virus or ensuring against the presence of the virus in industrial, commercial, and other spaces. Accordingly, Client hereby acknowledges and agrees that Apex cannot warrant, guaranty, or certify that the Work has eliminated the presence of the COVID-19 virus. Specifically, and in addition to the disclaimer of warranties set forth herein, Apex disclaims any warranty, guaranty, or certification with respect to the following:

- That any surface or space is clean, sanitary, disinfected or virus free with respect to COVID-19 following performance of the Services;
- That any space is suitable or "cleared" for safe re-occupancy or re-entry with respect to COVID-19 following performance of the Services;
- That the practices or protocols indicated by Apex with respect to cleaning, sanitation, or disinfection are adequate with respect to protection against COVID-19 and the prevention of the spread of the COVID-19 virus;
- That the Client's practices or protocols with respect to cleaning, sanitation, or disinfection are adequate with respect to protection against COVID-19 and the prevention of the spread of the COVID-19 virus.

In addition, the Client acknowledges and agrees that the Services are not intended to be provided for or on behalf of any large or vulnerable population, including but not limited to elderly persons and those with pre-existing medical conditions.

**COVID-19 INDEMNIFICATION.** Client shall defend, indemnify, and hold harmless Apex and its parent, partners, shareholders, affiliates, subsidiaries and their respective officers, directors, agents, subcontractors, and employees (collectively the "Apex Indemnitees") from and against any and all actions, claims, demands, losses, damages, liabilities, awards, costs and expenses (including attorneys' fees and costs) arising out of or related to this Agreement or Apex's performance thereunder, including, but not limited to, any claim for personal or bodily injury, death, or property damage arising out of or related to this Agreement or Apex's performance thereunder. As permitted under applicable laws and regulations, Apex shall promptly notify Client in writing of any indemnifiable claim and give Client the opportunity to defend or negotiate a settlement of the claim at Client's expense. To the extent attorney-client privilege would not be waived, Apex will cooperate fully with Client, at Client's expense, in defending or settling any such claim.

## **21. MISCELLANEOUS.**

**(a) Assignment** - This Agreement may not be assigned by Apex or Client, either voluntarily, involuntarily or by operation of law, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent is required in the event of an assignment to a corporate affiliate or successor of either party, and further provided that Apex has the right to subcontract any of the Services in its reasonable professional judgment without Client's consent.

**(b) Third-Party Beneficiaries** - It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement. Client agrees that all work product produced by Apex or an Apex Party shall be used solely by Client and that only Client is allowed to rely on such work product. If a third party relies on the work product without Apex's written permission, then Client agrees to indemnify and hold Apex harmless for any claims or actions brought as a result of such reliance.

**(c) Severability** - The provisions of this Agreement or the application thereof to any parties or circumstances that are,

to any extent, unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect and, in such case, all the remaining terms and provisions of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable shall be interpreted according to the terms of this Agreement as though any such unenforceable, invalid or contrary to law provision had never been included herein.

(d) **Waiver** – No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date first set forth above.

**CLIENT:**

\_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APEX:**

**APEX COMPANIES, LLC,**

a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Town of Milton, Massachusetts**  
**Contract for Consultant Services Related to GHG Inventory Review and Pathway Assessment**

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 Board of Selectmen (hereinafter the "Town of Milton," the "Town," or the "Owner"), and Apex Companies, LLC, a Limited Liability Company organized under the laws of Delaware, with a principal office located at 15850 Crabbs Branch Way #200, Rockville, MD 20855 and a Massachusetts office located at 1900 Crown Colony Drive, Unit 402, Quincy, MA 02169 (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 GHG Inventory Review and Pathway Assessment, as set forth in the Request for Proposals for same ("RFP"), issued by the Board of Selectmen of the Town of Milton, Massachusetts, and the Apex Proposal #11953507149, Proposal, Executive Summary, Scope Of Work, Project Team, Project Management, and Conclusion (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 for similar work. 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 9 months commencing on the execution date above.

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)

**Town of Milton, Massachusetts**  
**Contract for Consultant Services Related to GHG Inventory Review and Pathway**  
**Assessment**

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

**Town of Milton, Massachusetts**  
**Contract for Consultant Services Related to GHG Inventory Review and Pathway**  
**Assessment**

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**

DELETED – NOT APPLICABLE.

7.     **Compliance with Laws**

The Contractor shall exercise a reasonable standard of care to 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.     Professional Liability Insurance – \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a “claims made” basis, each such



**Town of Milton, Massachusetts**  
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- policy of professional liability insurance shall be in effect for at least six (6) years following the termination of this Contract.
- e. Valuable Papers Insurance - \$1,000,000 each occurrence and \$2,000,000 aggregate limit.
  - f. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence 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 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

**Town of Milton, Massachusetts**  
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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 action, suits, costs, damages, and liability to the extent caused by the Contractor in 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, 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.

**Town of Milton, Massachusetts**  
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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 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

**Town of Milton, Massachusetts**  
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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, 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, pandemics, quarantine orders, 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.

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**Contract for Consultant Services Related to GHG Inventory Review and Pathway**  
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- 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.

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:

21. Miscellaneous Provisions

**Town of Milton, Massachusetts**  
**Contract for Consultant Services Related to GHG Inventory Review and Pathway**  
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- 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 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

**Town of Milton, Massachusetts**  
**Contract for Consultant Services Related to GHG Inventory Review and Pathway**  
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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, 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,

**Town of Milton, Massachusetts**  
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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.

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.

22. Neither Party's total aggregate liability shall exceed \$50,000 for any and all damages, claims, losses, injuries or expenses arising out of this Agreement. Neither party shall be liable to the other for any indirect, incidental or consequential damages.

23. Town of Milton shall provide to Contractor all the reports, data, studies, plans, specifications, documents and other information which are relevant to the services. Contractor shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by the Town of Milton or others in performing the services and, Contractor assumes no responsibility or liability for the accuracy or completeness of such. The Town of Milton waives any claim against Contractor, and agrees to defend, indemnify and hold Contractor harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to Contractor by The Town of Milton.

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**Town of Milton, Massachusetts**  
**Contract for Consultant Services Related to GHG Inventory Review and Pathway**  
**Assessment**

The Town of Milton, Massachusetts

\_\_\_\_\_  
(Printed Name of Contractor)

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

by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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: \_\_\_\_\_

**Town of Milton, Massachusetts**  
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CERTIFICATE OF VOTE

I \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting  
\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on \_\_\_\_\_ 2022, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either  
\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_; or  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_;  
(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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and has not been changed or modified in any respect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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



# Town of Milton

525 Canton Ave · Milton, MA 02186 · (617) 898-4846

I, the undersigned, hereby apply for a Class II license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

## Business Contact Information

Business Name: RBM MOTOR MASTERS INC VBA Milton Auto Repair

Business Location: 944 Canton Ave, Milton MA

Business Telephone #: 617-696-2085

Business Mailing Address: 944 Canton Ave, Milton  
MA, 02186

Contact Person: Rawad Boumished (Rob)

Emergency Telephone #: [REDACTED] (cell)

Email: [REDACTED] @gmail.com

Second Emergency Contact Person: \_\_\_\_\_

Second Emergency Telephone #: \_\_\_\_\_

FID # or SS: [REDACTED]

**\*\*EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS  
HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION  
OF YOUR LICENSE IF ISSUED.**

**\*Note: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the  
application with the registrar. (See attached Sections 57, 58 & 59)**

## Labor and Workforce Development



Date Last Updated: 1/17/2023

## Workers' Compensation Proof of Coverage - Employer Details

Search Name: RBM  
 Employer: RBM MOTOR MASTERS INC  
 Address: 944 CANTON AVE  
 City/Town: MILTON, MA 02186

## Navigation Links

POC Disclaimer

New POC Search

DETAILS

DETAILS

## Education Links

Who Needs WC Insurance?

Employer's Guide to WC

Employer's FAQs About WC

Injured Worker's Guide to WC

Injured Worker's FAQs About WC

## Related Links

Experience Rating History

Connecticut POC Search

New Hampshire Workers Comp

New York POC Search

Classification Request Form

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Policy Number	Insurer	Policy Term	
WC7994838	SELECTIVE INSURANCE CO OF THE SOUTHEAST P O BOX 480 BRANCHVILLE, NJ 07826	02/28/2023	02/28/2024
WC7994838	SELECTIVE INSURANCE CO OF THE SOUTHEAST P O BOX 480 BRANCHVILLE, NJ 07826	02/28/2022	02/28/2023
WC7994838	SELECTIVE INSURANCE CO OF THE SOUTHEAST P O BOX 480 BRANCHVILLE, NJ 07826	02/28/2021	02/28/2022
WC7994838	SELECTIVE INSURANCE CO OF THE SOUTHEAST P O BOX 480 BRANCHVILLE, NJ 07826	02/28/2020	02/28/2021
WC7994838	SELECTIVE INSURANCE CO OF THE SOUTHEAST P O BOX 480 BRANCHVILLE, NJ 07826	02/28/2019	02/28/2020
WC7994838	SELECTIVE INSURANCE CO OF THE SOUTHEAST P O BOX 480 BRANCHVILLE, NJ 07826	02/28/2018	02/28/2019
WC7994838	SELECTIVE INSURANCE CO OF THE SOUTHEAST P O BOX 480 BRANCHVILLE, NJ 07826	02/28/2017	02/28/2018
WC7994838	SELECTIVE INSURANCE CO OF THE SOUTHEAST P O BOX 480 BRANCHVILLE, NJ 07826	02/28/2016	02/28/2017
WC7994838	SELECTIVE INSURANCE CO OF THE SOUTHEAST P O BOX 480 BRANCHVILLE, NJ 07826	02/28/2015	02/28/2016
WC7994838	SELECTIVE INSURANCE CO OF THE SOUTHEAST P O BOX 480 BRANCHVILLE, NJ 07826	02/28/2014	02/28/2015

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## Limitations of Search Results

**This Proof of Coverage Application allows the public to search workers' compensation insurance coverage information for policies in the Voluntary Market and Assigned Risk Pool. Do not assume that an employer is operating without coverage if your search results do not return policy information. An employer may still have a valid workers' compensation policy under a different business name or**

may have an alternate method of coverage which includes licensing as a self insurer or membership in a self insurance group. Use the following links to view listings of [Self-Insured Employers](#) and [Self-Insurance Groups \(Excel\)](#) in Massachusetts.

With limited exceptions, every employer in the Commonwealth with one or more employee(s) is required by law to have a valid workers' compensation insurance policy at all times. If you are unable to find an employer or suspect an employer is wrongfully operating without workers' compensation insurance, please submit a [Workers' Compensation Investigation Referral Form](#) or contact the Office of Investigations at 617-727-4900 x214 or toll free at 1-877-MASSAFE (627-7233).



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0119904800  
Notice Date: January 17, 2023  
Case ID: 0-001-850-158



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



RBM MOTOR MASTERS INC  
944 CANTON AVE  
MILTON MA 02186-3617

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, RBM MOTOR MASTERS INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau



The Commonwealth of Massachusetts  
Department of Industrial Accidents  
Office of Investigations  
1 Congress Street, Suite 100  
Boston, MA 02114-2017  
www.mass.gov/dia

Print Form

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: RBM MOTOR MASTERS DBA Milton Auto Repair

Address: 344 Canton Ave

City/State/Zip: Milton, MA 02186 Phone #: 617-696-2085

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 2 employees (full and/or part-time).\*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☒ Other Auto Repair / Sales

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Selective Insurance

Insurer's Address: 344 Canton Ave

City/State/Zip: Milton, MA 02186

Policy # or Self-ins. Lic. #: WC 7994838

Expiration Date: 02/28/2023

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature]

Date: 01/17/2023

Phone #: 617-696-2085

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.  
KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Michael Peltier**

Of: M.S. PELTIER INS. SERVICES LLC, Dedham, MA

each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

*Used Car Dealer Bond*

in the amount of: \$25,000.00

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

**RESOLVED:** That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

**RESOLVED:** That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of July, 2018.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*[Signature]*  
Bryan J. Salvatore, Executive Vice President

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*[Signature]*  
James H. Kawlecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.



On this 19<sup>th</sup> day of July, 2018 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authorized officers of said Corporations.

**ARLEEN V. SIMONS**  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
JUNE 15, 2023

*[Signature]*  
Arleen V. Simons, Notary Public  
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 13th day of February 2022

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*[Signature]*  
Garick A. Bilgh, Vice President

CERTIFIED COPY





The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653  
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843  
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

## CONTINUATION CERTIFICATE

**Principal:**

RBM Motor Masters Inc / DBA Milton Auto Repair

944 Canton Ave

Milton

MA 02186

**Bond No.:** BLND829978

**Date:** January 4, 2022

**Continuation Term:** Used Car Dealer Bond

**From:** February 13, 2022 **To:** February 13, 2023

**Obligee:**

Town of Milton

525 Canton Ave

Milton

MA 02186

**Agent:**

M.S. PELTIER INS. SERVICES LLC

3 Allied Dr. Ste 280

Dedham, MA 02026

**Bond Amount:** \$ \$25,000.00

**Premium:** \$ \$250.00

It is hereby agreed that the above referenced captioned numbered Bond issued by The Hanover Insurance Company (hereinafter the "Surety") is continued in force in the above amount for the Continuation Term period of the continued term stated above, and is subject to all the covenants and conditions of said Bond.

This Continuation Certificate shall be deemed a part of the original Bond, and not a separate obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

Surety's liability under said Bond and for all continuation certificates issued in connection therewith shall not be cumulative and in no event shall the liability of the Surety exceed the amount as set forth in the Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date."



The Hanover Insurance Company

By: 

Attorney-In-Fact

CC: 320281.3



# Town of Milton

## SELECT BOARD- LOCAL LICENSING AUTHORITY

525 Canton Ave · Milton, MA 02186 · (617) 898-4846

Local Licensing Authority-Select Board  
Town Hall, 525 Canton Ave  
Milton, MA 02186

To the Honorable Select Board:

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I / we hereby certify, under the penalties of perjury, that I / we to the best of my / our knowledge and belief, have filed all state tax returned and paid all state and local taxes required under law.

RBM MOTOR MASTERS INC <sup>DBA Milton Auto Repair</sup>  
Business or Corporate Name

[REDACTED]  
Social Security or Federal Identification #

944 Canton Ave  
Address

Milton  
Town

MA  
State

02186  
Zip

617-696-2085  
Telephone Number

Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? Yes  
If so, in what city - town Milton Did you receive a license? Yes For what year? 2018

Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? Please include reason: NO

Please complete a description of all the premises to be used for the purpose of the business:

Class II Dealer License Renewal.

Signature of Individual or Corporate Officer [Signature]

Date 01/17/2022

Your Social Security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C Section 49A.

SUBMIT

## Lynne DeNapoli

---

**From:** Christopher Madden  
**Sent:** Tuesday, February 14, 2023 8:08 AM  
**To:** Lynne DeNapoli  
**Subject:** RE: Class II Vendor License Renewal 2023 -Approval from MPD and MFD

Lynne, Lt Mattaliano inspected the location on 2/2/2023 and it passed.

Lt. Mattaliano is looking into the inspection requirements for this type of occupancy/license and he will let me know if it is required in the future. He did inspect the business when it first opened and that was for the occupancy permit which may be needed to get the Vendor License. We will let you know

Chris

---

**From:** Lynne DeNapoli <[ldenapoli@townofmilton.org](mailto:ldenapoli@townofmilton.org)>  
**Sent:** Friday, February 10, 2023 10:37 AM  
**To:** Christopher Madden <[cmadden@townofmilton.org](mailto:cmadden@townofmilton.org)>  
**Subject:** RE: Class II Vendor License Renewal 2023 -Approval from MPD and MFD

Hi Chief:

Happy Friday; I hope all is well. When you have a chance, can you please check the status of the MFD Inspection Report for the Class II Vendor License Renewal that Milton Auto Repair is applying for? Thank you, Lynne

---

**From:** Christopher Madden <[cmadden@townofmilton.org](mailto:cmadden@townofmilton.org)>  
**Sent:** Tuesday, January 24, 2023 1:28 PM  
**To:** Lynne DeNapoli <[ldenapoli@townofmilton.org](mailto:ldenapoli@townofmilton.org)>; John King <[jking@mpdmilton.org](mailto:jking@mpdmilton.org)>  
**Subject:** RE: Class II Vendor License Renewal 2023 -Approval from MPD and MFD

Lynne, I have forwarded to Lt. Mattaliano in Fire Prevention. He will look into this. I believe he did this a few years ago. I will get back to you.

Chris

---

**From:** Lynne DeNapoli <[ldenapoli@townofmilton.org](mailto:ldenapoli@townofmilton.org)>  
**Sent:** Tuesday, January 24, 2023 1:04 PM  
**To:** John King <[jking@mpdmilton.org](mailto:jking@mpdmilton.org)>; Christopher Madden <[cmadden@townofmilton.org](mailto:cmadden@townofmilton.org)>  
**Subject:** Class II Vendor License Renewal 2023 -Approval from MPD and MFD

Good afternoon Chief King and Chief Madden:

I hope all is well. I need your expertise, please.

RBM Motor Master, Inc, d/b/a Milton Auto Repair has applied for a Class II Vendor License Renewal. The shop is located at 944 Canton Ave. Do the Police and Fire Departments need to inspect the facility before the Licensing Board makes their determination? The applicant check list calls for an inspection from Police and Fire. I have not processed any class II vendor applications and I want to make sure I am following protocol.



JOHN E. KING  
CHIEF OF POLICE

## MILTON POLICE DEPARTMENT

40 HIGHLAND STREET  
MILTON, MASSACHUSETTS 02186-3873  
PHONE: (617) 698-3800  
FAX: (617) 698-3015

### MILTON AUTO REPAIR INSPECTION

On February 7, 2023 at 1400 hours I went to 944 Canton Avenue (Milton Auto Repair) to conduct an inspection of the business. The owner, Rawad "Rob" Bou-Mjahed, has applied to the Town of Milton for a Class 2 motor vehicle sales license (renewal). The Town has asked the Police Department to conduct an inspection before the hearing of the license renewal.

I met with Mr. Bou-Mjahed who stated he applied for the renewal license so he could sell used vehicles from the lot. He plans on having no more than two or three vehicles for sale at any given time. The front parking lot has eight parking spaces for the business. There are also four parking spaces that are used by employees next to the garage entrance. There are four spots inside the garage and an additional four parking spots behind the garage, within the fenced in area. Total amount of parking spaces equals twenty.

Mr. Bou-Mjahed plans on recording all transactions in a ledger that will record the seller of the vehicle, how much he paid for the vehicle, and the buyer of the vehicle.

I spoke with several people who currently do business with Milton Auto Repair and they all had positive things to say about the business and the employees. The Milton Police have not received any complaints against the business since the last inspection on February 25, 2019.

A handwritten signature in cursive script, reading "Charles M. Caputo".

Charles M. Caputo

Lieutenant

Milton Police Department



# Town of Milton

TEL 617-898-4846

TOWN OFFICE BUILDING  
525 CANTON AVENUE  
MILTON, MASSACHUSETTS

## SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Joan Clifford

Applicant's Address: 334 Edge Hill Rd.

Applicant's Contact Information: [Redacted] Telephone # [Redacted] E-Mail Address [Redacted]

Organization Name: Milton Art Center

Name of Event: Comedy show

Description of Event: 3 comedians, show at Milton art center

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: 2/25/23

Hours of Event: 7-10 pm

Location of Event: 334 Edge Hill Road

Number of Participants: up to 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: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
Chief of Police Town Administrator on behalf of Select Board

APPLICANT'S SIGNATURE: Joan Clifford Date: 1/24/23

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: John Clapham

Applicant's Address: 2+ 1 334 Edge Hill Rd.

Applicant's Contact Information:

Telephone #

E-Mail Address

Organization Name: Milton Art Center

Name of Event: First Friday, Artist Reception

Description of Event: First Friday, Artist Reception for gallery show

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: 3/3/23

Hours of Event: 6-9pm

Location of Event: Milton Art Center, 334 Edge Hill Rd.

Number of Participants: 600

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: John Clapham Date: 1/24/23

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:

Tom Clithel

Applicant's Address:

334 Edge Hill Road

Applicant's Contact Information:

Telephone #

E-Mail Address

Organization Name:

Milton Art Center

Name of Event:

First Friday Musicians @ MAC

Description of Event:

MUSICIANS play themed performance

The Applicant is:



Non-profit Organization

or



For Profit Organization

Date of Event:

4/7/23

Hours of Event:

6-9pm

Location of Event:

334 Edge Hill Road

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:

Tom Clithel

Date:

1/24/23

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: Joan Clifford

Applicant's Address: 334 Edge Hill Road

Applicant's Contact Information: [REDACTED]

Organization Name: M. Hm Art Center

Name of Event: Comedy @ MHC

Description of Event: 4 comedians, Comedy Show at MHC

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: 4/28/23

Hours of Event: 7-10 pm

Location of Event: 334 Edge Hill Road

Number of Participants: 10

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: Joan Clifford Date: 1/24/23

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 617-898-4843

TOWN OFFICE BUILDING  
525 CANTON AVENUE  
MILTON, MASSACHUSETTS

### SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Milton Art Center / John Clapp

Applicant's Address: 334 Edge Hill Road

Applicant's Contact Information: [REDACTED]

Organization Name: Milton Art Center

Name of Event: First Friday, artist reception

Description of Event: First Friday, reception for artists

The Applicant is: ☐ Non-profit Organization or ☐ For Profit Organization

Date of Event: 5/5/23

Hours of Event: 6-9pm

Location of Event: 334 Edge Hill Road

Number of Participants: 60

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 for Select Board

APPLICANT'S SIGNATURE: John Clapp Date: 1/24/23

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 bank or certified check in the amount of \$50.00 made payable to the Town of Milton. The Select Board's (Milton's Licensing Authority) approval is required at a public meeting of the Select Board. 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: Joan Clifford

Applicant's Address: 334 Edge Hill Road

Applicant's Contact Information: [REDACTED]

Telephone # [REDACTED] E-Mail Address [REDACTED]

Organization Name: Milton Art Center

Name of Event: Spring Renewal Art Auction Fundraiser

Description of Event: Fundraiser, art auction for Milton Art Center

The Applicant is: ☒ Non-profit Organization or ☐ For Profit Organization

Date of Event: 5/6/23

Hours of Event: 7-10pm

Location of Event: 334 Edge Hill Road

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: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
Chief of Police Town Administrator on behalf of Select Board

APPLICANT'S SIGNATURE: Joan Clifford Date: 1/24/23

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.

## REPORT OF THE SELECT BOARD

To the Residents of Milton:

June 30, 2022

From July 1, 2021 through April 26, 2022, the membership of the Select Board (the “Board”) consisted of Melinda A. Collins, Kathleen M. Conlon, Arthur J. Doyle, Richard G. Wells Jr. and Michael F. Zullas. Ms. Conlon served as Chair, Mr. Doyle served as Vice Chair, and Mr. Zullas served as Secretary. Ms. Collins and Ms. Conlon did not seek re-election and, in connection with the April 26, 2022 election, stepped down from the Board. We thank our former colleagues for their contributions to the Board.

On April 26, 2022, Erin G. Bradley and Roxanne F. Musto were elected to the Board. At its meeting the following day, the Board elected Mr. Doyle to serve as Chair, Mr. Zullas to serve as Vice Chair, and Mr. Wells to serve as Secretary.

We are pleased to report to the residents of Milton on the Board’s activities during fiscal year 2022 (“FY22”), which began on July 1, 2021 and ended on June 30, 2022.

### ***COVID-19 Pandemic***

The COVID-19 pandemic that commenced in the winter of 2020 continued into a third fiscal year. As vaccines became widely available, the Board briefly resumed meeting in person at the Senior Center in the early summer of 2021. However, the number of COVID-19 cases continued to spike periodically throughout FY22. In August of 2021, the Board returned to meeting remotely via the Zoom platform and, with few exceptions, met remotely for the rest of the year.

The Board received regular reports from Health Director Caroline Kinsella about COVID-19 trends. Following consultation with Town Moderator Robert Hiss, the Board voted to hold the October 2021 special town meeting, the March 2022 special town meeting, and the June 2022 annual town meeting remotely via the Zoom platform rather than in person.

The Board approved the use of federal funds made available to Milton through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (the “CARES Act”) and the American Rescue Plan Act of 2021 (“ARPA”) to engage Transformative Healthcare (which operates Fallon Ambulance) to provide drive-through COVID-19 testing to the public free of charge on seven dates between August 29, 2021 and January 9, 2022. The testing was conducted at the Public Works yard. At least several hundred tests were administered on each date. On December 22, 2021, as the number of COVID-19 cases in Greater Boston surged and the Massachusetts Department of Public Health recommended the indoor use of face masks, the Board issued a proclamation encouraging residents to wear face masks indoors (other than in their own homes).

### ***A Year of Transition in the Select Board Office***

In February of 2022, Town Administrator Michael Dennehy informed the Board that he would resign from his position in order to take on a new role in the private sector. On February 9, the Board accepted Mr. Dennehy's resignation. The Board waived a ninety day notice requirement in Mr. Dennehy's employment contract, and Mr. Dennehy's last day of employment by the Town was February 25. The Board thanks Mr. Dennehy for more than five years of service to the Town of Milton and wishes him well in his new role.

The Board asked Mr. Dennehy's predecessor, retired Town Administrator Annemarie Fagan, to step into the role on an interim basis while we search for a new Town Administrator. Ms. Fagan graciously agreed to serve and, on February 15, the Board appointed her interim Town Administrator. Ms. Fagan commenced work on February 17. On June 29, the Board extended Ms. Fagan's employment contract through September 30, 2022.

In March, the Board appointed a nine-member Town Administrator Search Committee comprised of Board members Richard Wells and Michael Zullas, Maritta Manning Cronin, Beverly Ross Denny, Deborah Felton, Patricia Latimore, Joseph Parlavecchio, Glenn Pavlicek, and Cheryl Tougias. The committee elected Mr. Pavlicek chair. The Board retained Mary E. Aicardi of The Edward J. Collins, Jr. Center for Public Management at the University of Massachusetts at Boston to assist the Board and the committee in the search process. As of this date, the committee is wrapping up its interviews and the search process. The committee anticipates that it will soon recommend at least three candidates for the Board's consideration. We thank the members of the committee and Ms. Aicardi for their ongoing assistance in this important matter. The Board also thanks President Kenneth Quigley of Curry College, who made the college's facilities available to the search committee for its interviews of candidates for the Town Administrator position.

In May, Finance Director Karen Preval resigned to accept a position with another municipality. At this writing, the position is vacant. With help from Assistant Superintendent of Business Amy Dexter of the School Department, Ms. Fagan has taken on some of the Finance Director's duties. The Board thanks Ms. Preval for her service to Milton, and acknowledges with gratitude the substantial efforts of Ms. Fagan and Ms. Dexter as the fiscal year-end close-out of the Town's books and records begins.

During the course of FY22, several other positions in the Select Board Office turned over. Joshua Lee succeeded Allyson Quinn as Assistant Town Planner. Suzanne Bridges took over as Contracts and Licensing Agent and Benefits Assistant after Jennifer McCullough moved to the School Department. Lynne DeNapoli succeeded Suzanne Stewart as the Board's Executive Administrative Assistant. We thank Ms. Quinn, Ms. McCullough and Ms. Stewart for their service and wish them well in their new chapters. We were pleased to welcome Mr. Lee, Ms. Bridges and Ms. DeNapoli to Town Hall.

### ***Financial Issues***

1. ARPA

Much of the Finance Committee's work in FY22 involved the allocation of \$8,247,736 of federal funds made available to the Town through ARPA for infrastructure and pandemic-related needs. The U.S. Treasury paid \$2,888,119 to the Town directly in two installments, and the balance of \$5,359,617 was allocated to the Town by Norfolk County. (Of the latter amount, Norfolk County retained \$160,788 as an administrative fee.) Eligible uses of ARPA funds include: water, sewer and broadband infrastructure projects, addressing negative economic impacts caused by COVID-19, public health expenditures, replacing lost public sector revenue, and providing premium pay to essential workers. ARPA funds must be allocated by December 31, 2024 and spent by December 31, 2026.

Unlike general fund revenues, expenditure of ARPA funds requires only the Select Board's approval, not Town Meeting's approval. (ARPA funds made available by Norfolk County to the Town require the county's approval as well as the Board's approval.) The Board ensured that its use of ARPA funds would be transparent to the public by providing periodic reports at the Board's meetings, to the Warrant Committee, and in published town meeting warrants.

On August 17, 2021, November 3, 2021, and May 3, 2022, the Board held public meetings to discuss potential projects to be considered for ARPA funding. The Board solicited and received input from interested members of the public. On August 17, ten residents offered comments, with recommendations centering on affordable housing, municipal light, potential residential rebate opportunities, and improvements to crosswalks, wayfinding and roads. On November 3, two residents recommended that funds be spent on community art and cultural programs and the creation of rainwater gardens. One resident submitted an email urging that ARPA funds be used to reduce taxes and water and sewer rates. No residents offered comments at the Board's May 3, 2022 meeting.

Numerous boards and committees, town departments, and small businesses submitted requests for ARPA funding. All requests were vetted at public meetings by the Board's Finance Committee, which made recommendations to the Board.

In FY22, the Board approved the following ARPA expenditures (the first table lists expenditures from funds that Milton received directly from the U.S. Treasury Department, and the second table lists expenditures that Norfolk County made available to Milton from funds that the county received from the U.S. Treasury Department):

**U.S. Treasury Funds Paid Directly to Milton**

<b>Date</b>	<b>Department</b>	<b>Description</b>	<b>Amount</b>
9/8/21	Public Works	Water main improvement	\$1,000,000.00
11/10/21	Health	Part-time nurse	\$29,432.45
11/17/21	Health	Per diem nurses; vaccine booster clinics	\$60,000.00

11/17/21	School	Social and emotional learning support; behavioral health specialist and adjustment counselor <sup>1</sup>	\$471,145.00
12/22/21	Health	COVID-19 testing	\$250,000.00
1/19/22	Health	COVID-19 test kits for town employees	\$4,425.00
3/9/22	Health	Social Worker <sup>2</sup>	\$7,500.00
3/14/22	COA	Kitchenette remodeling at Senior Center	\$8,000.00
4/6/22	School	Supplemental funding <sup>3</sup>	\$997,686.00
4/6/22	N/A	Contingency for projects previously approved	\$5,000.00
5/11/22	N/A	Small business – PJM Inc. d/b/a Fitness Unlimited <sup>4</sup>	\$50,000.00
5/11/22	N/A	Small business – Dave Dupie Electrical <sup>5</sup>	\$50,000.00

#### Norfolk County Funds Made Available to Milton

Date	Department	Description	Amount
11/3/21	Parks	Software upgrade	\$26,229.00
11/17/21	Public Works	Harland Street culvert	\$80,800.00
11/17/21	Accounting	ClearGov budget module software	\$20,325.00
12/8/21	Fire	Portable radio system	\$218,104.25
12/8/21	Broadband Committee	Design and construction of fiber optic network	\$700,000.00
12/22/21	School	School nursing support	\$235,573.00
12/22/21	Housing Authority	Kitchen renovations	\$240,000.00
12/22/21	Housing Authority	Rent arrears	\$15,000.00
1/19/22	Health	COVID-19 testing	\$67,195.00
2/9/22	Police	Mental health clinician (FY23-FY24)	\$210,000.00
2/9/22	Cemetery	48-unit Columbarium	\$27,000.00

<sup>1</sup> Subsequently, \$376,916 was funded through the Norfolk County funds. The \$94,229 balance was funded through the direct Treasury funds.

<sup>2</sup> The total amount approved to hire a full-time community health social worker for FY23 was \$70,081.91. On March 9, 2022, in addition to approving \$7,500.00 for this purpose, the Board re-allocated \$62,581.91 of ARPA funds that it had approved on November 10, 2021 and November 17, 2021 for the Health Department to be used to pay the social worker's salary.

<sup>3</sup> The Board voted to use either funding mechanism for the School Department's request. As a result, a portion of this amount may be funded via the Norfolk County funds.

<sup>4</sup> The Board approved this grant on May 11, 2022 with the intention of paying it through Norfolk County ARPA funds. On June 1, 2022, the Board voted to transfer the funding source from the Norfolk County funds to the direct U.S. Treasury funds.

<sup>5</sup> The Board approved this grant on May 11, 2022 with the intention of paying it through Norfolk County ARPA funds. On June 1, 2022, the Board voted to transfer the funding source from the Norfolk County funds to the direct U.S. Treasury funds.

3/9/22	Parks	Lower Gile Rd field reconstruction	\$400,000.00
3/9/22	Facilities	Town Hall chiller plant replacement	\$110,000.00
3/9/22	Library	Upgrades to HVAC system	\$44,100.00
3/14/22	Public Works	MWRA/inflow and infiltration project	\$146,215.00
3/14/22	Public Works	Climate plan/greenhouse gas inventory and pathways analysis <sup>6</sup>	\$24,999.00
5/18/22	Health	Permitting software	\$39,970.00

It should be noted that these tables reflect the amounts that the Board voted to approve. Actual expenditures may vary as services are contracted and goods are purchased.

On March 9, the Board approved the recommendation of its Finance Committee to allocate up to \$500,000.00 of county-approved ARPA funds for small business assistance grants. The maximum amount of an individual grant will be \$50,000.00. The application deadline was June 30, 2022. The Finance Committee will vet all applications and make funding recommendations to the Board. On June 1, 2022, in order to expedite payments to local small businesses, the Board voted to use direct Treasury ARPA funds rather than County-approved ARPA funds for small business grants. As shown in the above tables, two small business grants totaling \$100,000 have been awarded to date.

## 2. CARES Act

The Town expended most of the pandemic-related CARES Act funds it received from the federal government during the prior two fiscal years. On August 25 and September 8, 2021, the Board approved the use of the remaining \$276,502 for the following purposes: \$100,000 for COVID-19 drive-through testing; \$100,000 for chromebooks for the School Department; \$50,000 for personal protective equipment (“PPE”); \$19,002 for pandemic-related technology for the School Department; and \$7,500 for a storage trailer for PPE.

## 3. FY23 Budget

Preparation of the FY23 budget was delayed because the Massachusetts Department of Revenue (“DOR”) certified Milton’s free cash much later in the year than usual. Staff turnover in the Town’s financial operations contributed to the delay in obtaining certification. Typically, DOR certifies free cash in the Fall. This year, free cash was not certified until late March, which meant that the FY23 operating and capital budgets could not be finalized until early April. On March 28, the Town Administrator presented a balanced budget recommendation for FY23 to the Warrant Committee. The Board, in consultation with the Town Moderator, postponed the Annual Town Meeting from May 2 to May 16, 2022. A surge in COVID-19 cases resulted in the Board, after consultation with the Moderator, voting to further postpone the Annual Town Meeting until June 6, 2022 and to conduct the meeting remotely via the Zoom platform.

<sup>6</sup> Subsequently, Norfolk County denied the Town’s application for \$24,999 for a greenhouse gas inventory and pathways analysis.

Total revenue (inclusive of enterprise funds) projected for FY23 is \$139,079,161, which is an increase of \$6,695,390 over FY22 total revenue. This amount includes an increase of \$3,202,974 in property tax revenue and new growth and an increase of \$1,264,014 in State aid. Additionally, the FY23 operating budget approved by Town Meeting in June 2022 included \$2,534,399 in free cash (which is an increase of \$1,852,482 over the amount of free cash appropriated to the FY22 budget). Town Meeting appropriated free cash in the amounts of \$1,050,000 to restore amounts borrowed in prior years from the Stabilization Fund, \$483,300 for capital projects, \$37,381 for the Other Post-Employment Benefits Liability Trust Fund, and the balance for non-recurring expenses in various departmental budgets.

#### 4. Other

The town's outside auditors, Powers & Sullivan, LLC, issued an unmodified opinion on the town's financial statements for fiscal year 2021. On April 13, 2022, the Board and the Audit Committee met with Craig Peacock and Jessica Greene of Powers & Sullivan, LLC to discuss the audit results and the auditors' comments on ways to strengthen internal controls over financial reporting contained in their management letter.

On August 25, 2021, the Board approved the Town's issuance of a sewer bond in the amount of \$1,150,000 (with zero interest) to the Massachusetts Water Resources Authority. On January 26, 2022, the Board approved the Town's issuance of bond anticipation notes in the amount of \$7,474,536 for various capital projects. On June 6, 2022, the Board approved the Town's issuance of bond anticipation notes in the amount of \$890,000 in connection with the purchase of land at 432 Adams Street for the new East Milton Fire Station.

The Board thanks Curry College and Milton Academy for increasing the amount of their respective payments in lieu of taxes to the Town.

### ***Development and Infrastructure Projects***

#### 1. East Milton Deck

The third and fourth phases of reconstruction work on the deck over Route I-93 in East Milton Square continued throughout the year. The Massachusetts Department of Transportation ("MassDOT") delayed the target completion date until October of 2022. In March, Board members and Town officials joined State Senator Walter F. Timilty, Jr., State Representative William J. Driscoll, Jr. and Secretary of Transportation Jamey L. Tesler for a site visit and expressed concerns about the delays that the project has encountered.

When it became apparent that the project would result in a loss of fifteen (15) parking spaces, the Board, the Town Administrator and the Public Works Director pushed MassDOT and its project engineer, Howard/Stein-Hudson Associates, Inc., to restore as many parking spaces as possible. The Town's efforts resulted in nine (9) of the fifteen spaces being restored, for a net loss of six (6)



spaces. The Board discussed the potential construction of an additional parking lot for the business district on Hollis Street behind the former branch library building (now rented to the Milton Art Center).

The Board also approved the landscape architect's concept design for a pergola to be situated in Manning Park on the deck.

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## 2. Fire Station Building Project

The fire station building project made significant advances in FY22. The Board approved contracts with Context Architecture, the project architect, and Vertex Companies, Inc., the project manager. In February of 2022, the Town purchased land at 432 Adams Street (located next to the rectory of St. Agatha's parish) from the Roman Catholic Archbishop of Boston for the construction of a new East Milton fire station. In May, after a bidding process, the Board awarded a contract for the construction of the Fire Headquarters Station to G&R Construction. The Fire Headquarters Station is the first of the three stations to be built. New stations on Adams Street and Atherton Street will be constructed in future years. A June 14th ground-breaking ceremony for the new Fire Headquarters was well-attended. We congratulate the members of the Fire Station Building Committee on achieving this milestone, and thank them for their efforts and their dedication to the project.

## 3. School Building Project

The School Building Committee proposed, and the Board supported, a land swap intended to enable the construction of a new middle school on Gile Road, near Milton High School. The proposal called for (A) transferring approximately seven (7) acres of conservation land between Blue Hills Parkway and Gile Road from the Conservation Commission to the Board for general municipal and school purposes, (B) transferring approximately six (6) acres of land on Randolph Avenue and approximately three (3) acres of land on Herrick Drive, all of which are held by the Town for general municipal use, to the Conservation Commission for conservation use, and (C) transferring approximately six (6) acres of land between Blue Hills Parkway and Gile Road, which are held by the Board of Park Commissioners for active recreational use, to the Conservation Commission for conservation use. The reason for the swap is that, in order for a municipality to use conservation land for non-conservation purposes, Article 97 of the Amendments to the Massachusetts Constitution requires, among other things, that it replace the lost conservation land with a greater amount of conservation land.

The Board submitted to the June 2022 Town Meeting a warrant article seeking approval of the land swap and authorization to petition the Massachusetts Legislature to enact special legislation that would permit the Town to use the existing conservation land for school purposes. In response to opposition from abutters and other residents, the School Building Committee undertook additional due diligence that led to a redesigned concept plan for a new middle school. The new design would move Gile Road north of its present location and create a larger buffer with Home Inc., the senior living community that abuts the conservation land. At the request of the Board and the School Building Committee, Town Meeting referred the warrant article to the Board and the School Building Committee for further study.

## 4. Animal Shelter Building Project

The slow-moving animal shelter building project suffered a setback when the Town received construction bids that were approximately \$2 million greater than the amount budgeted. The

higher bids reflect the increased cost of construction materials during the pandemic. The presence of ledge at the site of the new shelter (the dump access road off Randolph Avenue), which would have to be removed to build a foundation for the shelter, also adversely affected the project cost. On January 19, 2022, the Board rejected the bids. The Town Administrator, the Planning Director and the Board's Animal Shelter Advisory Committee returned to the drawing board to explore alternative, less costly designs. The committee is considering the possibility of a modular building that would be constructed offsite and placed on a concrete slab. Notwithstanding that the Milton Animal League had committed to paying for the construction, at the June 2022 Annual Town Meeting, the Select Board obtained Town Meeting's approval to borrow \$700,000 to assist with site preparation work for the new shelter.

#### 5. 41 Wharf Street

On August 11, 2021, the Board entered into a memorandum of agreement with the Milton Landing Condominium Association (the "Association"), pursuant to which the town would acquire land at 41 Wharf Street from the Association. The acquisition required approval by Town Meeting and 75% of the condominium unit owners. Portions of the land are encumbered by permanent and temporary easements to the town. The agreement calls for the Association to pay the town \$75,000 over a five year period. The Board will use such funds to pay for any potential future environmental remediation of the site. The October 2021 Special Town Meeting voted to authorize the Board to acquire the property. In December 2021, the Association extended the existing temporary easement through June 30, 2022 while negotiations continue and the Association obtains approval from the unit owners. On June 29, 2022, the Board approved a further 30-day extension of the temporary easement.

### ***Housing***

On March 1, 2022, Timothy Czerwienski, Director of Planning and Community Development, briefed the Board and members of the public on new legislation and regulations proposed by the Massachusetts Department of Housing and Community Development ("DHCD") that require so-called "MBTA communities" to develop zoning for multi-family housing near public transportation stations. Milton meets the criteria for an MBTA community by virtue of the Mattapan-Ashmont trolley, which is an extension of the MBTA's Red Line rapid transit subway. Four trolley stops are located in Milton. At the public meeting, the Board, two members of the Planning Board, and four members of the public asked questions and offered comments. On March 23, the Board voted to submit a comment letter on the proposed regulations to DHCD. Subsequently, the Board approved the planning staff's grant application to the Massachusetts Community One Stop for Growth seeking consultant services with respect to both the MBTA Communities law and the development of mixed-use overlay zoning for East Milton.

The Board provided comment letters to the Board of Appeals on seven (7) applications for comprehensive permits under M.G.L. c. 40B for affordable housing projects. The proposed developments would be located at 16 Amor Road; 582 Blue Hill Avenue; 485-487 Blue Hills Parkway; 936 Brush Hill Road; 648-652 Canton Avenue; 4-24 Franklin Street/19-25 Bassett

Street/522 Adams Court (Residences at East Milton); and 728 Randolph Avenue. With respect to a permitted 40B project at 693-711 Randolph Avenue, which is the subject of pending litigation, the Board and the property owner entered into a regulatory use agreement, subject to approval by DHCD.

The long-awaited redevelopment of the former Hendries ice cream plant as a 38-unit condominium building with first floor retail space neared completion. The Board was pleased to watch its progress, and looks forward to adding 4 affordable housing units to the town's subsidized housing inventory and 19 daytime parking spaces to the Central Avenue business district. Over the years, the Board played a role in the redevelopment of the Hendries property. In 2018, the Board transferred to 131 Eliot Street LLC a 7,045 square foot parcel of land at 0 Central Avenue with the condition that it be combined with the larger parcel at 131 Eliot Street and developed as a mixed-use project. We congratulate Connelly Construction and 131 Eliot Street LLC on the construction of a beautiful new condominium building at a gateway to Milton.

The Board voted to support a concept plan for a mixed-use residential and commercial project proposed by Oranmore Enterprises, LLC at 426-440 Granite Avenue. The developer is seeking site plan approval from the Planning Board and zoning variances from the Board of Appeals. The proposal calls for 34 condominium units (4 of them affordable) and ground-level retail space.

Hajjar Property Management and Development presented a concept plan for the redevelopment of its commercial property located at 30-40 Adams Street as a mixed-use residential and commercial project. The property is adjacent to an MBTA trolley station. Redevelopment of the site would require collaboration between the developer and the MBTA and the re-location of existing parking spaces for the trolley station. Members of the Board shared their initial thoughts on the design and concept plan with the property owner and its architect.

Joshua Wild, owner of the commercial building located at 1 Eliot Street, presented a concept plan for a mixed-use commercial and residential redevelopment of his property. The plans include a brewery at the site. At the March 2022 Special Town Meeting, the Board obtained approval to submit a home rule petition to the Massachusetts Legislature seeking authorization to issue a liquor license for 1 Eliot Street.

The Board received a report on planning for East Milton Square from Judi Barrett of The Barrett Group. The Planning Board retained Ms. Barrett as a consultant for its working group of residents and business owners who explored planning issues and potential zoning changes. Subsequently, the Board and the Planning Board approved a request from the Master Plan Implementation Committee to pay \$10,000 in matching funds to the Executive Office of Energy and Environmental Affairs for a planning assistance grant to develop a mixed-use overlay district for East Milton.

The Board supported the application of Northland Residential Corp. ("Northland"), which is developing the Wolcott Woods condominium project on Canton Avenue, to DHCD for approval of two (2) affordable housing units at 92 Brush Hill Road. The special permit issued by the Planning Board to Northland requires Northland to construct six (6) affordable units offsite. Prior

to the Board's vote to approve the submission to DHCD, the Board's Housing Committee and trustees of the Affordable Housing Trust inspected 92 Brush Hill Road and recommended certain improvements to Northland.

Votes by the Board and Town Meeting to accept Woodlot Drive as a public way concluded the multi-year process by which the Board, acting as trustees of the Governor Stoughton Trust, sold thirty (30) acres of the former Poor Farm to Pulte Homes of New England, LLC for the development of single family housing. Acting as Trustees of the Governor Stoughton Trust, the Board continued discussions with the Public Charities Division of the Massachusetts Attorney General's Office for the potential development of affordable housing on the remaining three and one-half acres of the Poor Farm.

### ***Licensing***

The Board issued a common victualler license to PB Milton LLC, which operates Playa Bowls at 532 Adams Street.

The Board opposed the application of the Milton Food Mart, 133 Brook Road, to the Massachusetts Lottery for the installation of a Keno lottery monitor.

### ***Air Traffic Issues***

As the country began to emerge from the COVID-19 pandemic, air traffic increased. Airplane noise and pollution again became a concern for many Milton residents. In April of 2022, the Board re-established the Airplane Noise Advisory Committee, which had been inactive during the pandemic, and approved a new charge.

In the Fall of 2021, the Massachusetts Institute of Technology ("MIT") completed its study of flight paths at Logan Airport following the Federal Aviation Administration's ("FAA") implementation of precision-based navigation. With respect to arrivals to Runway 4R, MIT identified three (3) flyable alternatives that would help to restore regional dispersion of air traffic. The Board and its representative to the Massport Community Advisory Committee ("MCAC"), Thomas Dougherty, supported the FAA's implementation of the 4R alternative paths in addition to the current 4R path via a written comment letter to Massport and at public meetings.

On April 26, 2022, the FAA announced that, on May 4, 2022, it would release its final environmental assessment ("EA") for a satellite-based approach to Runway 4L at Logan Airport. The town had previously filed an extensive comment letter on the FAA's draft EA. On June 29, 2022, the Board voted to commence litigation against the FAA by petitioning the United States Court of Appeals for the First Circuit to review the EA.

On May 11, 2022, the Board appointed Christopher Hart to succeed Thomas Dougherty as Milton's representative to the MCAC. We thank Mr. Dougherty for his service to the Town in this important role.

## ***Social Justice***

The Equity and Justice for All Committee (“E&J Committee”), which the Board established in 2020, concluded its work. The Board retained K.L. Scott & Associates as a consultant on diversity, equity and inclusion (“DEI”) issues. The Board also approved funding for the E&J Committee to conduct a DEI survey among Milton residents. In February, the E&J Committee proposed a DEI policy, which the Board circulated to department heads and the Town Moderator for review and comment.

On April 13, 2022, the E&J Committee delivered its final report to the Board. The report makes a number of recommendations, including that the Board adopt a town-wide DEI statement and policy and appoint a standing DEI committee, that the Town promote and educate the public about affordable housing, and that the Town improve communication about, and opportunities for, youth sports. The Board approved the creation of, and a charge for, a permanent committee to work on DEI issues going forward and to succeed the E&J Committee. The Board thanks the members of the E&J Committee for their substantial efforts on important issues during the past two years.

On December 8, 2021, the Board met with School Superintendent James Jette and members of the School Committee to receive a report on two incidents involving racist graffiti found at Pierce Middle School and a racist comment made by a student. Members of the Board voiced support for the Superintendent’s efforts in response to the situation. The Board also re-affirmed and read the “No Place for Hate” proclamation that we issue each year in observance of the Martin Luther King Jr. holiday.

## ***Other Initiatives and Actions***

Following meetings with Town Clerk Susan M. Galvin and members of her Re-Districting Committee, the Board reviewed and approved a re-precincting/re-districting plan that was required in connection with population changes determined by the 2020 federal census. Milton’s population grew from 27,003 in 2010 to 28,630 in 2020. The plan approved by the Board and sent to the Massachusetts Legislature in October of 2021 made changes to the boundaries of precincts 3, 5, 6, 7 and 10. Subsequently, the Legislature divided precinct 4 into two (2) congressional and legislative districts. Following discussion with the Town Clerk and Town Counsel, the Board decided not to challenge the State’s final re-precincting/re-districting plan.

The Flatley Company, which owns a commercial building at 2 Granite Avenue, proposed to install a two-sided, V-shaped electronic billboard that would face northbound and southbound traffic on I-93. The Flatley Company proposed to enter into an agreement with the Board by which the Town would share in the revenue stream to be generated by the billboard. The Board received a substantial number of comments opposing the billboard from residents of Milton and Dorchester, Boston City Councilor Frank Baker, and various organizations including the Neponset River Watershed Association. Following due diligence by the Board, management officials and town counsel, some Board members expressed opposition to the proposed billboard. In response, the

Flatley Company changed its proposal to a smaller, one-sided electronic billboard that would be visible only to southbound traffic on I-93. On March 9, 2022, the Board voted to reject the billboard proposal. At the same meeting, the Board voted to authorize town counsel, on behalf of the Board, to submit an application to the Massachusetts Department of Transportation, Outdoor Advertising Agency, pursuant to 700 CMR section 3.07(10) for sign-free corridors or sign-free areas in Milton's business districts on grounds of environmental significance.

The Board took several actions with respect to the MBTA. The Board advocated for the MBTA to repair its decrepit, closed staircase at the Adams Street trolley stop. The Board also entered into a memorandum of understanding with the MBTA with respect to the town's maintenance of signs at the Capen Street and Central Avenue trolley stations. Additionally, the Board submitted a comment letter to the MBTA regarding proposed bus route changes that impact Milton residents. The changes include an increase in service on Route 215 (Quincy Center to Fields Corner via Adams Street and Granite Avenue), a reduction in service on Route 240 (Ashmont Station to Avon, Holbrook and Randolph via Central Avenue and Route 28), and restoration of Route 245 (Quincy Center to Mattapan Square via East Milton), which was suspended due to the pandemic.

The lease between the Board and the Milton Art Center ("MAC") pertaining to the former branch library building at 334 Edge Hill Road expired after ten years. The Board published a request for proposals ("RFP") and received only one bid, from MAC. During lease negotiations, both MAC and the Board raised issues that were outside the scope of the initial RFP. The issues included parking, maintenance and repairs. The Board wants to construct a small parking lot for use by visitors to the East Milton Square business district behind the former library branch building. Although the parties were close to an agreement on the lease terms, because some issues went beyond the scope of the initial RFP, on October 27, 2021, the Board rejected MAC's bid. On January 12, 2022, the Board approved the issuance of a new RFP that addresses these issues. Unfortunately, an error in the new RFP came to light in March, and a replacement RFP will have to be issued.

In September, the Board and the Conservation Commission wrote to the United States Environmental Protection Agency ("EPA") to commend its decision to add the Lower Neponset River to the national Superfund priorities list. In March, members of the Board joined federal, state and Boston officials at a ceremony in Mattapan at which the EPA officially announced that the Lower Neponset River is a Superfund site.

Together with the Milton Interfaith Clergy Association, the Board observed the 20th anniversary of the September 11, 2001 terrorist attack on the United States with a vigil at the gazebo on the Town Green on Friday evening, September 10, 2021. In connection with the vigil, the Board sponsored a blood drive to benefit the Kraft Family Blood Donor Center. The Dana Farber Cancer Institute/Brigham and Women's Hospital blood mobile accepted donations at Town Hall on September 9, 2021.

Following the Russian invasion of Ukraine, the Board gratefully accepted the gift of a Ukrainian flag from former Board member Joseph P. McEttrick. In a show of support for the Ukrainian people, the Board displayed the flag at the Baron Hugo Gazebo in front of Town Hall.

The Board thanked the 360th Tree Initiative, which raised \$90,000 to plant public shade trees around Milton to mark the town's 360th anniversary. Coincidentally, two large trees were removed from the Town Green due to disease. The Tree Warden and the Shade Tree Advisory Committee recommended that they be replaced with two white oak trees. On June 4, members of the 360th Tree Initiative hosted a tree planting ceremony on the Town Green. Separately, at the Board's request, the Consolidated Facilities Department replaced the roof of the Baron Hugo Gazebo.

During FY22, the Board also:

- Engaged in negotiations with Discovery Schoolhouse, the tenant of the former Kidder Branch Library at 101 Blue Hills Parkway, for Discovery's potential purchase of that property.
- At the request of the School Building Committee, submitted a third Statement of Interest to the Massachusetts School Building Authority for funding for a new elementary school.
- Voted to participate in a national opioid litigation settlement with various pharmaceutical companies. It is estimated that, between 2022 and 2038, the Town will receive funds totaling \$740,000.
- Re-appointed Murphy, Hesse, Toomey & Lehane LLP as town counsel.
- Approved a scope of work for Kim Lundgren Associates, which will assist the town in developing a climate action plan, and the use of ARPA funds for the first phase of a greenhouse gas inventory and pathways reduction analysis.
- Acting as Trustees of the Governor Stoughton Trust, approved the following grant requests: \$85,000 to the Milton Residents Fund, \$25,000 to the Milton Community Food Pantry; and \$15,000 to Beth Israel Deaconess Hospital-Milton, Inc.
- Approved a Reserve Fund transfer in the amount of \$30,000 for a take-rate survey and the use of \$5,000 from the cable television fund to retain a consultant to assist the Municipal Broadband Committee in issuing a request for proposals for the design and construction of a fiber-optic network.
- Upon the recommendation of the Municipal Broadband Committee, engaged Eric Lampland as consultant.
- Approved a request from the Director of Veterans' Services to proclaim Milton a Purple Heart Community and post signage to this effect on major roads throughout the Town.
- Approved agreements relating to the operation and management of the Max Ulin Memorial Skating Rink.
- Extended through June 30, 2027 the term of an agreement with Armada Waste MA LLC d/b/a Sunrise Scavenger, which provides solid waste and recycling collection services to Milton.
- Approved a hazard mitigation plan.



- Joined the City of Boston and the City of Quincy in applying to the Seaport Economic Council for design and pre-permitting for dredging of the Neponset River.
- Approved a Wetlands Compliance Enforcement Regulation drafted by the Conservation Commission.
- Approved many policies and procedures relating to the Board's governance.
- Appointed two (2) new committees: the Community Preservation Committee and the Local Historic District Study Committee.
- Dissolved the Housing Committee and increased the number of trustees of the Affordable Housing Trust from five (5) to nine (9).
- Met with the Director of the Department of Public Works and the Town Engineer to consider their plans to construct a storm water mitigation system at Algerine Corner (at the intersection of Centre Street and Pleasant Street). The Board also heard from abutters who oppose the plan. DPW sought guidance from the Executive Office of Energy and Environmental Affairs on the matter.
- Met with Good Energy, L.P., which reported that 85% of Milton residents elected to participate in the Town's new electricity aggregation program.
- Approved a new parking ticket system for the Police Department.
- Approved a request from Cellco Partnership d/b/a Verizon Wireless to install a small cell wireless facility on an existing utility pole on Gile Road to improve wireless telecommunications service near Milton High School.
- Wrote letters in support of grant applications for the Forbes House Museum and Historic New England/Eustis Estate.
- Declared on January 28, 2022 and rescinded on February 4, 2022 a state of emergency in Milton as a result of a blizzard. The Board thanks the staff of the Department of Public Works for their outstanding efforts to clear snow and ice from Milton's streets and sidewalks throughout the winter months.
- Approved a sign for Madre Osteria restaurant to be installed at the intersection of Adams Street and Wharf Street.

### ***Retirements***

The Board thanks the following employees who retired during FY22 for their many years of dedicated service to the Town of Milton:

<b><i>Employee</i></b>	<b><i>Department</i></b>	<b><i>Years of Service</i></b>
Robert Bushway	Assessors	7
Michael Cherry	Police	28
Ann Condon	Police	30
James Curley	Consolidated Facilities	10
Ronald Purcell	Police	38
Jack Richman	Police	35
Christopher Wholey	Fire	26

The Board also recognizes the substantial contributions of Laurie Stillman, who retired as Director of the Milton Substance Abuse Prevention Coalition, and Mark Williams, who retired as Milton's long-time volunteer Director of Emergency Management. We thank them both for their exceptional service to Milton and wish them well.

### ***Condolences***

The Board mourned the loss of the following Milton residents or employees who served the Town for many years: Frank Agostino, member of the Fire Station Building Committee; John A. Cronin, retired Town Administrator (1968-2001), former Parks Commissioner and Town Meeting Member; James Dunphy, MD, former Warrant Committee member and Town Meeting Member; Katherine Haynes Dunphy, former member of the Select Board, former Warrant Committee Chair, Town Meeting Member, and long-serving Chair of the Massachusetts Water Resources Authority's Advisory Board; Dave Evans, Town Mechanic; Donald A. Pasquantonio, retired employee of the Department of Public Works; and Elzbieta (Ella) Welz, Town Meeting Member and member of the board of directors of Milton Access Television.

### ***Congratulations***

On August 25, 2021, the Board met with and congratulated Shane Brandenburg on his promotion to Executive Director of Milton Access Television.

The Board congratulated the following scouts on achieving the rank of Eagle Scout: Jordan Brown, Patrick Fox, Eliot West Hiss, Maxwell Callahan Hollingsworth-Hays, Max Lenz, Camden Levreault, Philip Tri Phuoc Phan, and Sebastian Wright.

### ***Thanks***

The Board thanks the many employees of the Town and all of the volunteers who serve on boards and committees. In particular, we thank the staff of the Select Board's Office: former Town Administrator Michael Dennehy, interim Town Administrator Annemarie Fagan, Assistant Town Administrator/Human Resources Director Paige Eppolito, Director of Planning and Community Development Timothy Czerwienski, Assistant Town Planner Joshua Lee, former Assistant Town Planner Allyson Quinn, Contracts and Licensing Agent and Benefits Assistant Suzanne Bridges, former Contracts and Licensing Agent and Benefits Assistant Jennifer McCullough, Executive Secretary Lynne DeNapoli, and former Executive Secretary Suzanne Stewart.

The Board thanks Attorney Kevin S. Freytag and his colleagues at Murphy, Hesse, Toomey & Lehan LLP, the law firm that serves as Milton's Town Counsel, for their advice and guidance throughout the year.

We are also grateful to the assistance given to us from time to time throughout the year by Milton's legislative delegation: U.S. Congressman Stephen F. Lynch, U.S. Congresswoman Ayanna

Pressley, State Senator Walter F. Timilty, Jr., State Representative William J. Driscoll, Jr., and State Representative Brandy Fluker-Oakley.

Respectfully submitted,

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

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## **Select Board Meeting Minutes**

**Meeting Date:** 1/18/2023

**Members in Attendance:** Arthur Doyle, Chair; Michael Zullas, Vice Chair, Roxanne Musto, Member; Nicholas Milano, Town Administrator and Lynne DeNapoli, Executive Administrative Assistant to the Select Board

**Late Arrival:** Richard G. Wells, Jr., Secretary; Erin Bradley, Member

**Guests:** Attorney Kevin Freytag, office of Town Counsel

**Meeting Location:** Cronin Conference Room-Hybrid

**Time Meeting called to Order:** 7:01PM

**Time Meeting Adjourned:** 10:02PM

### **1. Call to Order**

### **2. Pledge of Allegiance**

Chair Doyle called the Select Board meeting to order at 7:03PM. He introduced the Members of the Board and Staff and led the Pledge of Allegiance.

### **3. Public Comment**

Henry MacLean-147 School Street

Mr. MacLean is a member of Sustainable Milton and he supports the Climate Action Planning Committee.

Cheryl Tougias-address not provided.

Ms. Tougias is an architect and a Member of the Milton Planning Board. She supports the Climate Action Planning Committee.

Nancy Wilber: 50 Caroline Drive

Ms. Wilber read a letter on behalf of Fuller Village. 121 Residents of Fuller Village support the Climate Action Planning Committee.

Lucy Meadows-12 Colombine Road

Ms. Meadows supports the Climate Action Planning Committee.

Tia Puyner- 45 Oak Road

Ms. Puyner is a student at Milton Academy and a member of Sustainable Milton. Ms. Puyner supports the Climate Action Planning Committee.

Senator Walter Timilty

The Senator noted that he has re-filed SD 641: An Act Establishing Speed Limits on portions of State Highway Route 28 and Chickatwbut Road in the Town of Milton.

Representatives William Driscoll and Brandy Fluker Oakley will co-sponsor in the House of Representatives. The bill formerly known as S. 3124 was engrossed by the House and Senate this past Fall, but not signed into law by Governor Baker.

Senator Timilty had an impromptu meeting with Gina Fiandaca, the new Secretary of MassDOT during Governor Healy's inaugural ceremony. He explained the urgency of making changes to Route 28 and Chickatawbut Road. The Senator and invited the Secretary to come and tour the area.

The Senator followed up his conversation with Secretary Fiandaca with a formal written request to address the speed limits on this state highway.

The Board Members and the Senator had a brief discussion regarding their concerns about MassDOT's plans to develop a roundabout at the Route 28 and Chickatawbut intersection.

Mr. Zullas asked that a future visit to Milton by Secretary Fiandaca include a tour of Adams Street T Station.

The Senator also noted that he and Chief King worked together to secure \$20,000 in funding for patrols on both Route 28 and Route 138.

**4. Public Hearing - Transfer of liquor license # 00012-RS-0720 from Welch Restaurant Management, LLC d/b/a Abby Park located at 550 Adams Street to 556 Adams Street LLC**

**a. Discussion/Approval - Transfer of liquor license # 00012-RS-0720 from Welch Restaurant Management, LLC d/b/a Abby Park located at 550 Adams Street to 556 Adams Street LLC**

Chairman Doyle opened the Public Hearing at 7:33PM and invited Mr. Vance Welch of Welch Restaurant Management to update the Board on the request to transfer the Liquor License.

Prior to Mr. Welch's comments, Mr. Milano provided the Board Members with an update. The Local Licensing Board received the Transfer Request in November. Milton's liaison at ABCC recommended that the Select Board/local Licensing Board transfer the license once the renewal process is complete. The liquor license for Abby Park has been renewed for calendar year 2023 on December 6, 2022.

Mr. Vance Welch explained that the transfer request is for an internal transaction. Members of 556 Adams Street LLC are purchasing the Membership at Welch Management, LLC, d/b/a Abby Park. Both companies will be owned and operated by the same group.

The Chair inquired if Members of the Public requested to speak. No comments/requests from the Public, per Mr. Milano.

Mr. Zullas reiterated the change of ownership and Mr. Welch was in agreement. Mr. Welch noted that one original Member of Welch Restaurant Management, LLC is stepping back and a Member of 556 Adams Street has opted to take that position.

Mr. Zullas moved to close the public hearing. The motion was seconded by Ms. Musto. The Board voted by roll call: (3-0) to close the public hearing.

**ZULLAS: YES**

**MUSTO: YES**

**DOYLE: YES**

Mr. Wells joined the meeting at 7:37PM.

Mr. Zullas moved to approve the Transfer of liquor license # 00012-RS-0720 from Welch Restaurant Management, LLC d/b/a Abby Park located at 550 Adams Street to 556 Adams Street LLC. The motion was seconded by Ms. Musto. The Board voted all in favor to approve the Transfer of liquor license # 00012-RS-0720 from Welch Restaurant Management, LLC d/b/a Abby Park located at 550 Adams Street to 556 Adams Street LLC.

**5. Discussion/Approval - Agreement for Maintenance of the Existing Deck at 5 Woodward Court, Milton, MA**

Marion McEttrick, the Attorney representing the homeowners of 5 Woodward Court (Jose and Marcia Serpa) joined the meeting to provide the Board an update on the proposed Maintenance Agreement.

Mr. Wells moved to approve the Agreement for Maintenance of the Existing Deck at 5 Woodward Court, Milton, MA. The motion was seconded by Ms. Musto. The Board voted all in favor to approve.

**6. Discussion/Approval - Memorandum of Understanding and License Agreement for Wetland replication activity on Town-owned land located on Canton Avenue (Map K, Lot 2, Block 1A) related to the Winter Valley Residences Building 6 project**

Mr. Wells moved to approve the Memorandum of Understanding and License Agreement for Wetland replication activity on Town-owned land located on Canton Avenue (Map K, Lot 2, Block 1A) related to the Winter Valley Residences Building 6 project. The motion was seconded by Ms. Musto. The Board voted all in favor to approve.

Ms. Bradley joined the webinar at 8:24PM  
All future votes will be done by roll call.

**7. Discussion/Approval - Recommendation of the Planning Board – Draft Action Plan for the MBTA Communities law**

Chair Doyle welcomed Mr. Czerwienski, Director of Planning and Community Development and invited him to present the draft Action Plan for the MBTA Communities Law required by the Department of Housing and Community Development, DHCD and due on January 31, 2023.

Enacted as part of the economic development bill in January 2021, new Section 3A of M.G.L. Chapter 40A (the Zoning Act) requires that an MBTA community shall have at least one zoning district of reasonable size in which multi-family housing (three or more units) is permitted as of right and meets other criteria set forth in the statute:

- Minimum gross density of 15 units per acre
- Not more than ½ miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.
- No age restrictions
- Suitable for families with children.

Towns that do not comply with the new requirements will be ineligible for MassWorks, Housing Choice, and Local Capital Projects funds.

- Milton is considered a Rapid Transit Community.
- In order to comply with Section 3A, Milton must create by-right zoning districts of at least 50 acres that have a zoned capacity for 2,461 new multi-family units

Following a discussion amongst the Members and Mr. Czerwienski, Mr. Zullas moved to approve the Action Plan recommended by the Milton Planning Board for the MBTA Communities and authorize the Town Administrator to submit the Action Plan. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call to approve the Action Plan.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

#### **8. Discussion/Approval - Contract Amendment with Rauhaus Freedenfeld & Associates for the Animal Shelter Project**

Mr. Czerwienski, Director of Planning and Community Development provided a brief update on the architectural firm responsible for designing the Animal Shelter.

Mr. Wells moved to approve the 4<sup>th</sup> Addendum to the Contract with Rauhaus Freedenfeld & Associates for the Animal Shelter Project and authorize the Town Administrator to sign on behalf of the Select Board. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the 4<sup>th</sup> Addendum to the Contract with Rauhaus Freedenfeld & Associates for the Animal Shelter Project.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

9. Discussion/Update/Approval-Special Town Meeting - February 13, 2023

a. Approval of Index, Greeting Page, and the Warrant

- i. Select Board - Accept the provisions of M.G.L. Chapter 41, Section 110A
- ii. Select Board - Change Treasurer/Collector position from elected to appointed pursuant to M.G.L. Chapter 41, Section 1B
- iii. Select Board- Purchase of Fontbonne Convent located at 930 Brook Road, Milton, MA

Mr. Milano provided the Board with the Index, Greeting Page and Warrant for the Special Town Meeting scheduled for February 13, 2023. Mr. Milano provided the Board with an update on the status of the Articles and action taken by the Warrant Committee. Mr. Milano noted that there will be no recommendation from the Warrant Committee regarding Article #3: the purchase of Fontbonne Convent located at 930 Brook Road, Milton, MA. The Town is waiting for the Congregation of the Sisters of St. Joseph to respond to the Town's offer.

Mr. Milano asked Attorney Kevin Freytag from the Office of Town Counsel to clarify the reference of *eminent domain* in Warrant Article #3. Attorney Freytag explained that the term *eminent domain* is standard in land purchase transactions for the Town of Milton and is used as a precautionary measure. Mr. Milano added that the address for Fontbonne Convent will now include the Assessor's Parcel ID.

Mr. Wells moved to approve the Index, Greeting Page, and the Warrant for the Special Town Meeting scheduled for Monday, February 13, 2023. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the Index, Greeting Page, and the Warrant for the Special Town Meeting.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

10. Discussion/Approval- Annual Town Meeting-May 1, 2023

- a. Approval of Warrant Articles
- b. Warrant Article: Outdoor Residential Lighting
- c. Closure of the Warrant



Mr. Milano provided a brief overview to the Board Members of new Warrant Articles submitted for consideration at the Annual Town Meeting scheduled for May 1, 2023. Mr. Milano noted that articles K-O require additional research before they can be approved by the Select Board.

Article	Title	Page
A	Rescind Unissued Debt	
B	Accept provisions of M.G.L. Chapter 44, § 53F½ to establish a PEG Access Enterprise Fund effective Fiscal Year 2024	
C	PEG Access Enterprise Fund Appropriation	
D	Authorize Special Purpose Stabilization Fund for Opioid Settlement Funds	
E	Adopt Organization, Numbering, and Generic Changes to the General Bylaws of the Town	
F	Adopt Organization, Numbering, and Generic Changes to the Zoning Bylaws of the Town	
G	School Building Committee Appropriation	
H	Authorize Select Board to acquire property located off Gile Road	
I	Transfer land and petition the General Court for Special Legislation related to Article 97	
J	Community Preservation Committee Project Recommendations	
K	Bylaw Review Committee term extension and appropriation	
L	Historic District Bylaw	
M	Departmental Revolving Fund for the Department of Public Works permit fees	
N	Appropriate as-built deposits	

**Zoning Articles:**

Article	Title	Page
O	Outdoor Residential Lighting	

Mr. Wells moved to approve Warrant Articles noted as A-J for the Annual Town Meeting on Monday, May 1, 2023:

- a. Rescind Unissued Debt
- b. Accept provisions of M.G.L. Chapter 44, § 53F½ to establish a PEG Access Enterprise Fund effective Fiscal Year 2024
- c. PEG Access Enterprise Fund Appropriation
- d. Authorize Special Purpose Stabilization Fund for Opioid Settlement Funds
- e. Adopt Organization, Numbering, and Generic Changes to the General Bylaws of the Town

- f. Adopt Organization, Numbering, and Generic Changes to the Zoning Bylaws of the Town
- g. School Building Committee Appropriation
- h. Authorize Select Board to acquire property located off Gile Road
- i. Transfer land and petition the General Court for Special Legislation related to Article 97

The motion was seconded by Mr. Zullas. Prior to the roll call vote, the Board briefly discussed the article relative to Outdoor Residential Lighting as well as the article submission process per Ms. Bradley's request. The Board voted unanimously by roll call (5-0) to approve the Warrant Articles for the Annual Town Meeting.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

Mr. Zullas moved to close the Warrant for the Annual Town Meeting on Monday, May 1, 2023. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call (5-0) to close the Warrant for the Annual Town Meeting.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

#### **11. Committee Appointments**

##### **A Reappointments to the Municipal Broadband Committee**

- i. **Mark Day**
- ii. **Rob Lynch**
- iii. **John Sullivan**
- iv. **Joseph Chamberlain**

Mr. Zullas moved to re-appoint the following individuals to the Municipal Broadband Committee: Mark Day, Rob Lynch, John Sullivan, and Joseph Chamberlain for terms to expire on June 30, 2023. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call (5-0) to re-appoint the following individuals to the Municipal Broadband Committee: Mark Day, Rob Lynch, John Sullivan, and Joseph Chamberlain

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**  
**DOYLE: YES**

**12. Discussion/Approval - MassDOT Response to the Town of Milton's Letter re: the proposed project at Route 28 (Randolph Avenue) and Chickatawbut Road**

Mr. Milano noted that MassDOT provided a response to the Town's letter. The agency requested more time to research and evaluate the concerns raised by the Select Board regarding the proposed design of the roundabout. Mr. Milano will follow-up with the

**Discussion/Update - S. 3124 An Act Establishing Speed limits on portions of Route 28 and Chickatawbut Road in the Town of Milton**

The Board agreed by consensus to support this bill.

**13. Discussion/Approval - Letter to the Town Moderator requesting permission for the Equity and Justice for All Committee to make a Presentation on their Report at the Special Town Meeting in February**

This matter has been deferred this matter to a future meeting when Mr. Hiss, the Town Moderator can attend.

**15. Discussion / Approval - Select Board Finance Committee Report**

- a. FY2024 Budget**
- b. American Rescue Plan Act project and funding update**
- c. S&P Ratings Call, February 2023 bond issuance, upcoming bond issuances**

Mr. Zullas, Chair of the Select Board Finance Committee provided his colleagues with a status update on the FY'2024 budget. The Committee met with the School Finance Sub-Committee and the full School Committee earlier this morning.

Mr. Zullas explained that all estimates are preliminary. Departments are in the process of developing their budgets. The School Department has voted a needs-based budget of \$62,484,812. This would result in a needs-based school budget and a level service budget for all other departments of approximately \$4.3 million in deficit. The Finance Committee has asked the Town Administrator and the Finance Director to compile an apples to apples review of a needs based budget for all the Town Departments in order to get an accurate picture. The deficit could rise. Additional information regarding revenue sources and free cash is expected in the coming weeks.

**16. Discussion/Approval - FY2024 Select Board Budget and Select Board/Town Administrator's Office staffing**

Per Mr. Milano's request, the Board has deferred this discussion to a later date.

**17. Discussion / Approval- Second Reading: Other Post-Employment Benefits Policy**

Mr. Zullas moved to approve the Other Post-Employment Benefits Policy. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the Other Post-Employment Benefits Policy.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**18. Discussion/Approval – Creation of and Charge for a Climate Action Planning Committee**

Mr. Zullas moved to approve the Creation of and Charge for a Climate Action Planning Committee. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call (5-0) to approve the Creation of and Charge for a Climate Action Planning Committee.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**19. Approval Meeting Minutes: December 5, 2022, December 6, 2022 and December 21, 2022**

Mr. Wells moved to approve the meeting minutes subject to modifications for December 5, 2022, December 6, 2022 and December 21, 2022. The motion was seconded by Ms. Musto. The Board voted The Board voted unanimously by roll call (5-0) to approve the meeting minutes for December 5, 2022, December 6, 2022 and December 21, 2022.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

## **20. Town Administrator's Report**

- Mr. Milano extended his congratulations to Rob Mallet on his promotion as IT Director.
- Plans are in place to fill the vacancy in the IT Department
- The recent Norfolk County Manager's Meeting focused on the MBTA Communities Zoning law.
- The MMA Annual Meeting is scheduled for Friday, January 20<sup>th</sup> and Saturday, January 21<sup>st</sup>, Representatives from Milton will be in attendance.
- The Town of Milton will be receiving an award during the MMA Annual Meeting from MIIA Property and Casualty Group, Inc for Risk Management Efforts. Thank you to Paige Eppolito, Bill Ritchie and Chase Berkeley for their hard work on this initiative.
- The School Committee has chosen Dr. Peter Burrows to lead MPS as the new Superintendent of Schools. Mr. Milano offered his congratulations to Dr. Burrows on behalf of the Town and is looking forward to working with him.
- The Standard and Poor Rating Call is scheduled for January 19<sup>th</sup> with the Town of Milton
- The Assessors Office Staff will be hosting a Tax Exemption Course at the Council on Aging on January 25<sup>th</sup> at 1PM.
- Nomination Papers for the Annual Town Election on April 25<sup>th</sup> are now available in the Town Clerk's office.

## **21. Chair's Report**

No Comments

Ms. Musto requested that the Select Board consider posting their meeting materials for the general public to view prior to the scheduled meeting.

Thank you to Lisa Ward and the Milton Interfaith Clergy Association for hosting the Annual Dr. Martin Luther King, Jr. Celebration on January 16<sup>th</sup>.

## **22. Public Comment Response**

No Comments.

## **23. Future Meeting Dates**

The Select Board will meet on Tuesday, January 24, 2023 at 7:30PM, February 7, 2023 at 7PM, February 13, 2023 at 6:30PM and Tuesday, February 21, 2023 at 7PM. Meeting times are scheduled to change.

At 9:35PM, Mr. Wells moved to recess from the Select Board Meeting and Call to Order the Meeting of the Trustees of the Governor Stoughton Trust. The Select Board will return to Open Session. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to recess the Select Board Meeting and Call to Order the Meeting of the Trustees of the Governor Stoughton Trust.

**ZULLAS: YES**  
**WELLS: YES**  
**BRADLEY: YES**  
**MUSTO: YES**  
**DOYLE: YES**

At 10:17PM the Select Board returned to Open Session.

**24. Executive Session - Pursuant to M.G.L. c. 30A, § 21(a)(6) - To consider the purchase, exchange, lease or value of real property located at 930 Brook Road (Fontbonne Convent)**

At 10:17PM, Chair Doyle moved to enter into Executive Session to consider the purchase, exchange, lease or value of real property located 930 Brook Road (Fontbonne Convent, Sisters of St. Joseph) 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 not return to Open Session. The motion was seconded by Mr. Wells. The Board voted by roll call (5-0) to enter into Executive Session. The Board will adjourn from the Ex. Session and not return to Open Session.

**ZULLAS: YES**  
**WELLS: YES**  
**BRADLEY: YES**  
**MUSTO: YES**  
**DOYLE: YES**

**25. Discussion/Approval - Purchase and Sales Agreement with the Congregation of the Sisters of St. Joseph re: purchase a portion of the property located at 930 Brook Road**

The Board will defer this item to a future meeting.

**26. 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 not return to Open Session. The motion was seconded by Mr. Wells. The Board voted by roll call (5-0) to enter into Executive Session. The Board will adjourn from the Ex. Session and not return to Open Session.

**ZULLAS: YES**  
**WELLS: YES**  
**BRADLEY: YES**  
**MUSTO: YES**  
**DOYLE: YES**

**27. 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)**

Chair Doyle moved on behalf of the Select Board 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 motion was seconded by Mr. Wells. The Board voted by roll call (5-0) to enter into Executive Session. The Board will adjourn from the Ex. Session and not return to Open Session.

**ZULLAS: YES**  
**WELLS: YES**  
**BRADLEY: YES**  
**MUSTO: YES**  
**DOYLE: YES**

**28. Adjourn**

Ms. Musto moved to adjourn at 10:47PM. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call (5-0) 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

Application to transfer the Liquor License from Welch Restaurant Management, LLC d/b/a Abby Park located at 550 Adams Street to 556 Adams Street LLC

Agreement for Maintenance of the Existing Deck at 5 Woodward Court, Milton, MA

Memorandum of Understanding and License Agreement for Wetland replication activity on Town-owned land located on Canton Avenue (Map K, Lot 2, Block 1A) related to the Winter Valley Residences Building 6 project

Recommendation of the Planning Board – Draft Action Plan for the MBTA Communities law Contract Amendment with Rauhaus Freedenfeld & Associates for the Animal Shelter Project Greeting Page, Index and Warrant for the Special Town Meeting scheduled for February 13, 2023

Warrant Article Submissions for the Annual Town Meeting scheduled for May 1, 2023

MassDOT Response to the Town of Milton's Letter re: the proposed project at Route 28 (Randolph Avenue) and Chickatawbut Road

Letter to the Town Moderator requesting permission for the Equity and Justice for All Committee to make a Presentation on their Report at the Special Town Meeting in February

Other Post-Employment Benefits Policy

Charge of Climate Action Planning Committee

Meeting Minutes: December 5, 2022, December 6, 2022 and December 21, 2022.



DRAFT

## **Select Board Meeting Minutes**

**Meeting Date:** 1/3/2023

**Members in Attendance:** Arthur Doyle, Chair; Michael Zullas, Vice Chair; Richard G. Wells, Jr., 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:** Remote-Zoom/Webinar

**Time Meeting called to Order:** 7:01PM

**Time Meeting Adjourned:** 10:02PM

### **1. Call to Order**

### **2. Pledge of Allegiance**

Chair Doyle called the Select Board meeting to order at 7:01PM and reported that the meeting is being held remotely under Chapter 22 of the Acts of 2022, introduced the Members of the Board and Staff and led the Pledge of Allegiance.

### **3. Public Comment**

John David Corey-1452 Canton Ave.

Mr. Corey reiterated his support for traffic calming needs throughout Milton.

Alex Hasha- 134 Canton Ave.

Mr. Hasha, a Board Member of Sustainable Milton offered his support for the proposed Climate Action Planning Committee.

Tucker Smith - 1632 Canton Ave.

Ms. Smith, a Board Member of Sustainable Milton offered her support for the proposed Climate Action Planning Committee.

Tracy Dyke Redmond- 9 Ellsworth Road

Ms. Redmond, a Member of Sustainable Milton offered her support of the proposed Climate Action Planning Committee.

### **4. Discussion/Approval - Town Clerk Susan Galvin to discuss the Votes Act, changes for local elections, including options for Vote by Mail and In-Person Early Voting; request for Warrant Article to accept the provisions of M.G.L. Chapter 41, Section 110A**

Ms. Galvin, the Town Clerk joined the Select Board to discuss the Votes Act (Chapter 92 of the Acts of 2022) and the provisions of M.G.L. Chapter 41, Section 110A. Ms. Galvin highlighted a few key areas of the VOTES Act that affect local elections.

- Changes to Voter Registration: 10 days before the election, no longer 20
- Vote by Mail-required for all elections
- Vote-In-Person is not mandated for local elections. Town could opt in per the Select Board and with the support of the Board of Registrars.

The cost for In-person early voting: \$ 11,500 for staff. The turnout for In-Person early voting can range from 12%-45%. Per Ms. Galvin, the vote by mail option is now a bigger draw.

Ms. Galvin provided an overview of the provisions of M.G.L. Chapter 41, § 110A. By accepting the provisions, the Town would determine that the Town Clerk's offices will remain closed as if it were a legal holiday on the Saturday ten days prior to the town election. As a legal holiday, said Saturday would not count as a day against the ten-day count, and the preceding Friday would therefore be the tenth day. If approved by Town Meeting Members, the Town Clerk's office would extend its hours on said Friday and remain open until 5:00 pm in order to register voters.

This proposal would not affect state and federal elections.

Ms. Galvin is working with Attorney Freytag from the Office of Town Counsel to draft a Warrant Article.

Mr. Wells moved to approve the Warrant Article to accept the provisions of M.G.L. Chapter 41, Section 110A. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call to approve the Warrant Article to accept the provisions of M.G.L. Chapter 41, Section 110A.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

#### **5. Discussion/Approval- Wetland replication activity on Town-owned land located on Canton Avenue (Map K, Lot 2, Block 1A) related to the Winter Valley Residences Building 6 project**

Attorney Ned Corcoran, Legal Counsel for Winter Valley Residences provided the Board Members with a progress report and an updated timeline. The Department of Public Works, the Town Engineer and the Conservation Commission have approved the proposal. Attorney Corcoran shared the design for the development of the additional residential building that will accommodate 36 units of affordable housing for seniors and individuals with disabilities. Included in the design was the wetland replication.

Mr. John Kiernan, Chair of the Conservation Commission joined the discussion and shared his support in favor of the replication of wetlands on Canton Ave at the Winter Valley complex. Chairman Kiernan explained that Wetlands act as a sponge that help filter containments and improve the quality of water. The water in this region flows into the Neponset River and Pine Tree Brook. Mr. Kiernan noted that Steve Ivas, Milton's Conservation Agent, has been an asset in helping to develop the wetland replication.

Mr. Wells moved to approve the Wetland replication activity on Town-owned land located on Canton Avenue (Map K, Lot 2, Block 1A) related to the Winter Valley Residences Building 6 project and request Town Counsel to draft legal agreements relative to this work, and authorize the Town Administrator to sign on behalf of the Select Board. The motion was seconded by Ms. Musto.

Mr. Zullas requested that the final documents be provided to the Board to review. Mr. Zullas offered a friendly amendment: strike the following: “authorize the Town Administrator to sign on the Board’s behalf and add “subject to the final review of the Select Board on January 18, 2023.” Mr. Wells and Ms. Musto agreed to the friendly amendment.

**6. Discussion/Approval-Special Town Meeting - February 13, 2023**

**a. Approval of Warrant Articles**

- i. Select Board - Change Treasurer/Collector position from elected to appointed pursuant to M.G.L. Chapter 41, Section 1B**
- ii. Select Board - Accept the provisions of M.G.L. Chapter 41, Section 110A**
- iii. Select Board- Purchase of Fontbonne Convent located at 930 Brook Road, Milton, MA**
- iv. Select Board – Residential Outdoor Lighting Bylaw**

**b. Closure of the Warrant**

**(a) Approval of articles**

**(i)**

**Town Treasurer/ Collector**

Following a review by Mr. Milano, Mr. Zullas moved to approve the Warrant Article to change the Treasurer/Collector position from elected to appointed pursuant to M.G.L. Chapter 41, Section 1B. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to Warrant Article to change the Treasurer/Collector position from elected to appointed pursuant to M.G.L. Chapter 41, Section 1B.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**Fontbonne Convent**

Mr. Milano explained that the Article provided is based off of previous land acquisition articles. He did note that the Town is still in the early stages of the process. The Article may need to be adjusted as needed. Currently, the article would authorize the Select Board to purchase 930 Brook Road in accordance with a purchase and sale agreement that will be negotiated with the

Town and the Congregation of the Sisters of St. Joseph (if all goes according to plan). In terms of the purchase price, since it is being negotiated, the intent is to borrow the funds, issuing debt which would then be paid by a Debt Exclusion. A Debt Exclusion would require a ballot question. The article would require a 2/3 vote by Town Meeting Member and then it will be placed on the ballot for all Milton residents to approve/disapprove.

The Members had a brief discussion regarding the future costs of the school's design and construction phase and the effect a debt exclusion will have on Milton homeowners.

Mr. Wells moved to approve the Warrant Article to Purchase of Fontbonne Convent located at 930 Brook Road, Milton, MA. The motion was seconded by Mt. Zullas. The Board voted unanimously by roll call (5-0) to approve the Warrant Article to Purchase of Fontbonne Convent located at 930 Brook Road, Milton, MA

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

(iv.)

Residential Outdoor Lighting Bylaw

Ms. Bradley noted that the proposed article relative to a residential outdoor lighting bylaw must address lighting concerns at Turner's Pond. In order to do so, the article will need to be reviewed and by the Planning Board and Board of Appeals. The Article will not be ready for the Special Town Meeting in February. Ms. Bradley will continue to work with Attorney Kevin Freytag from the Office of Town Counsel on this matter.

(b)

Closure of Warrant

Mr. Wells moved to close the Warrant for the Special Town Meeting scheduled for Monday, February 13, 2023. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to close the Warrant for the Special Town Meeting on February 13, 2023.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

## **7. Discussion – Select Board articles for the Annual Town Meeting**

The Board had a brief discussion regarding the Annual Town Meeting and the timeline. The Warrant is scheduled to close on January 11, 2023.

**8. Approval - No Place for Hate Proclamation to be read Monday, January 16, 2023 in honor of Dr. Martin Luther King, Jr.**

Mr. Wells moved to approve the No Place for Hate Proclamation in honor of Dr. Martin Luther King, Jr. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the No Place for Hate Proclamation in honor of Dr. Martin Luther King, Jr.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**9. Discussion/Update - Animal Shelter Progress Report and Site**

Mr. Tim Czerwienski, Director of Planning and Community Development joined the meeting to provide the Board with a progress report on the Animal Shelter project.

In December 2021, Requests for Proposals for general contractors and sub-contractors were submitted. Bids far exceeded the funding Milton Animal League has available from the donor. The estimated cost is approximately \$1,000 per square foot. The Animal Shelter Advisory Committee pursued new options.

In September 2022, the Select Board approved the Agreement for the new animal shelter Project Manager, Hill International. The Animal Shelter Advisory Committee has been working with Hill International and the architects at Rauhaus, Freeddenfeld & Associates to create a modular facility on the Access Road and maximize the efficiency of the space. The size of the building has been reduced to 4,100 square feet. Hill International is currently developing the Request for Proposals, (RFP) for a modular contractor to be released in early February.

Mr. Wells expanded upon the history of the Animal Shelter. He asked the Board Members to consider as Trustees of the Governor Stoughton Trust an alternative proposal and site location for the Animal Shelter that was crafted by the representatives of the Milton Animal League. The Board Members agreed to review and discuss this proposal at a meeting of the Governor Stoughton Trustees on January 10<sup>th</sup>.

**10. Discussion/Update - FY2024 Budget**

This matter has been deferred to a future meeting.

**11. Discussion/Approval - MassDOT Response to the Town of Milton's Letter re: the proposed project at Route 28 (Randolph Avenue) and Chickatawbut Road**

Mr. Milano will draft a follow-up letter to MassDOT and have it ready for the Members to review at the next meeting. Mr. Milano tried to contact representatives at MassDOT to discuss the proposal for Route 28 and Chicatawbut intersection and the Town's concerns, but to no avail.

**12. Discussion/Approval - Equity and Justice for All Advisory Committee Report  
Mailing to Town Meeting Members**

**a. Transmittal letter for distribution of the report**

Chair Doyle moved to approve the transmittal letter for the distribution of the Equity and Justice report. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call vote (5-0) to approve the transmittal letter for the distribution of the Equity and Justice report

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**b. Letter to the Town Moderator requesting permission for the Equity and Justice for All Committee to make a Presentation on their Report at the Special Town Meeting in February**

This matter has been deferred to a future meeting.

**13. Discussion / First Reading: Other Post-Employment Benefits Policy**

Other Post- Employment Benefits are benefits other than pensions that the local municipal governments provide to their retired employees. These benefits principally involve health care benefits but may include life insurance, disability, legal and other services.

The policy is a mechanism that will help Milton pay down the liability and in the future allow the Town to drawdown from the Trust rather than the operating budget.

Mr. Zullas moved to a second reading: Other Post-Employment Benefits Policy. The motion was seconded by Ms. Bradley. The Board voted by roll call (4-0) to move the Other Post-Employment Benefits Policy to a second reading.

**ZULLAS: YES**

**WELLS: ABSTAIN**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**14. Discussion - Climate Action Planning Committee**

Mr. Zullas highlighted a few key facts on why Milton should establish a Climate Action Planning Committee.

Many Massachusetts cities and town have already begun to address climate action within their community, but Milton has not made much progress on this important issue.

By creating a Climate Action Planning Committee, Milton could help reduce community-wide greenhouse gas emissions from the 1990 baseline levels in alignment with the targets set by Massachusetts law, which are currently by at least 50% by the year 2030 (M.G.L. Chapter 21N, Section 4(h)), by 75% by the year 2040 (M.G.L. Chapter 21N, Section 4(h)), and to net zero emissions by the year 2050 (M.G.L. Chapter 21N, Section 3(b)(vi));

By reviewing and evaluating the Town bylaws, regulations, and policies, the Committee could make recommendations for strategies for greenhouse gas emission reduction, mitigating climate risks, energy efficiency, and renewable energy.

The Board Members were receptive and shared their comments/suggestions. The Board will address this matter again on January 18, 2023.

#### **15. Town Administrator's Report**

Mr. Milano congratulated Ms. Joyce Darmeko, the Assistant Town Treasurer on her retirement. He also congratulated Ms. Krystal Rich on her recent promotion to Assistant Town Treasurer.

Mr. Milano welcomed Katina Goodridge and Karen Dilworth to Town Hall. Ms. Goodridge is the new Senior Administrative Clerk in Inspectional Services and Ms. Dilworth is the new Senior Administrative Clerk in the Clerk's office.

There are employment opportunities available at Town Hall. Please visit the Town website or contact Paige Eppolito, Director of Human Resources, for more details.

#### **16. Chair's Report**

Chairman Doyle provided updates on the status of two bills in the Legislature.

**S. 3127:** An Act relative to the Town Administrator in the Town of Milton was signed by Governor Baker on December 29, 2022

**S. 3124,** An Act Establishing Speed Limits on portions of State Highway Route 28 and Chickatawbut Road in the Town of Milton is awaiting approval from Governor Baker.

#### **17. Public Comment Response**

Mr. Wells and Ms. Musto expressed their appreciation to Annemarie Fagan, the Interim Town Administrator, for her hard work and support.

Mr. Wells offered to draft a congratulatory note to Maura Healey, the Governor Elect and wish her well.

Ms. Musto requested that the Select Board consider posting their meeting materials for the general public to view prior to the scheduled meeting.

**18. Future Meeting Dates:**

The Board will meet on Tuesday, January 10, 2023 (Meeting of the Governor Stoughton Trustees), Wednesday, January 18, 2023, Tuesday, February 7, 2023 and Monday, February 13, 2023.

**19. Executive Session - Pursuant to M.G.L. c. 30A, § 21(a)(6) -To consider the purchase, exchange, lease or value of real property located at 930 Brook Road (Fontbonne Convent)**

At 9:16PM, Chair Doyle moved to enter into Executive Session to consider the purchase, exchange, lease or value of real property located 930 Brook Road (Fontbonne Convent, Sisters of St. Joseph) 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 not return to Open Session. The motion was seconded by Mr. Wells. The Board voted by roll call (5-0) to enter into Executive Session. The Board will not return to Open Session.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**20. Executive Session- 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 not return to Open Session. The motion was seconded by Mr. Wells. The Board voted by roll call (5-0) to enter into Executive Session. The Board will not return to Open Session.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**



**MUSTO: YES**  
**DOYLE: YES**

**21. Adjourn**

Mr. Wells moved to adjourn at 10:02PM. The motion was seconded by Ms. Musto. The Board voted by roll call (5-0) 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

Memo from the Town Clerk regarding the Votes Act: Chapter 92 of the Acts 2022  
Letter from the Town Engineer to the Planning Board- Winter Valley Residences Building 6  
Storm-water/ Solid Waste/General Conditions Review  
Site Plan Approval Winter Valley-Building 6  
Stormwater Operation and Maintenance Plan, Winter Valley Residences presented by the Planning Board  
Special Town Meeting Article I: - Change Treasurer/Collector position from elected to appointed pursuant to M.G.L. Chapter 41, Section 1B  
Special Town Meeting Article II: Accept the provisions of M.G.L. Chapter 41, Section 110A.  
Proposed Warrant Article: Outdoor Residential Lighting  
Proclamation honoring Dr. Martine Luther King, Jr. No Place for Hate  
MassDOT Response to the Town of Milton's Letter re: the proposed project at Route 28 (Randolph Avenue) and Chickatawbut Road  
Draft-Other Post-Employment Benefits Policy

DRAFT

**Select Board Meeting Minutes**

**Meeting Date:** 1/18/2023

**Members in Attendance:** Arthur Doyle, Chair; Michael Zullas, Vice Chair, Roxanne Musto, Member; Nicholas Milano, Town Administrator and Lynne DeNapoli, Executive Administrative Assistant to the Select Board

**Late Arrival:** Richard G. Wells, Jr., Secretary; Erin Bradley, Member

**Guests:** Attorney Kevin Freytag, office of Town Counsel

**Meeting Location:** Cronin Conference Room-Hybrid

**Time Meeting called to Order:** 7:01PM

**Time Meeting Adjourned:** 10:02PM

**1. Call to Order**

**2. Pledge of Allegiance**

Chair Doyle called the Select Board meeting to order at 7:03PM. He introduced the Members of the Board and Staff and led the Pledge of Allegiance.

**3. Public Comment**

Henry MacLean-147 School Street

Mr. MacLean is a member of Sustainable Milton and he supports the Climate Action Planning Committee.

Cheryl Tougias-address not provided.

Ms. Tougias is an architect and a Member of the Milton Planning Board. She supports the Climate Action Planning Committee.

Nancy Wilber: 50 Caroline Drive

Ms. Wilber read a letter on behalf of Fuller Village. 121 Residents of Fuller Village support the Climate Action Planning Committee.

Lucy Meadows-12 Colombine Road

Ms. Meadows supports the Climate Action Planning Committee.

Tia Puyner- 45 Oak Road

Ms. Puyner is a student at Milton Academy and a member of Sustainable Milton. Ms. Puyner supports the Climate Action Planning Committee.

Senator Walter Timilty

The Senator noted that he has re-filed SD 641: An Act Establishing Speed Limits on portions of State Highway Route 28 and Chickatwbut Road in the Town of Milton.

Representatives William Driscoll and Brandy Fluker Oakley will co-sponsor in the House of Representatives. The bill formerly known as S. 3124 was engrossed by the House and Senate this past Fall, but not signed into law by Governor Baker.

Senator Timilty had an impromptu meeting with Gina Fiandaca, the new Secretary of MassDOT during Governor Healy's inaugural ceremony. He explained the urgency of making changes to Route 28 and Chickatawbut Road. The Senator and invited the Secretary to come and tour the area.

The Senator followed up his conversation with Secretary Fiandaca with a formal written request to address the speed limits on this state highway.

The Board Members and the Senator had a brief discussion regarding their concerns about MassDOT's plans to develop a roundabout at the Route 28 and Chickatawbut intersection.

Mr. Zullas asked that a future visit to Milton by Secretary Fiandaca include a tour of Adams Street T Station.

The Senator also noted that he and Chief King worked together to secure \$20,000 in funding for patrols on both Route 28 and Route 138.

**4. Public Hearing - Transfer of liquor license # 00012-RS-0720 from Welch Restaurant Management, LLC d/b/a Abby Park located at 550 Adams Street to 556 Adams Street LLC**

**a. Discussion/Approval - Transfer of liquor license # 00012-RS-0720 from Welch Restaurant Management, LLC d/b/a Abby Park located at 550 Adams Street to 556 Adams Street LLC**

Chairman Doyle opened the Public Hearing at 7:33PM and invited Mr. Vance Welch of Welch Restaurant Management to update the Board on the request to transfer the Liquor License.

Prior to Mr. Welch's comments, Mr. Milano provided the Board Members with an update. The Local Licensing Board received the Transfer Request in November. Milton's liaison at ABCC recommended that the Select Board/local Licensing Board transfer the license once the renewal process is complete. The liquor license for Abby Park has been renewed for calendar year 2023 on December 6, 2022.

Mr. Vance Welch explained that the transfer request is for an internal transaction. Members of 556 Adams Street LLC are purchasing the Membership at Welch Management, LLC, d/b/a Abby Park. Both companies will be owned and operated by the same group.

The Chair inquired if Members of the Public requested to speak. No comments/requests from the Public, per Mr. Milano.

Mr. Zullas reiterated the change of ownership and Mr. Welch was in agreement. Mr. Welch noted that one original Member of Welch Restaurant Management, LLC is stepping back and a Member of 556 Adams Street has opted to take that position.

Mr. Zullas moved to close the public hearing. The motion was seconded by Ms. Musto. The Board voted by roll call: (3-0) to close the public hearing.

**ZULLAS: YES**

**MUSTO: YES**

**DOYLE: YES**

Mr. Wells joined the meeting at 7:37PM.

Mr. Zullas moved to approve the Transfer of liquor license # 00012-RS-0720 from Welch Restaurant Management, LLC d/b/a Abby Park located at 550 Adams Street to 556 Adams Street LLC. The motion was seconded by Ms. Musto. The Board voted all in favor to approve the Transfer of liquor license # 00012-RS-0720 from Welch Restaurant Management, LLC d/b/a Abby Park located at 550 Adams Street to 556 Adams Street LLC.

**5. Discussion/Approval - Agreement for Maintenance of the Existing Deck at 5 Woodward Court, Milton, MA**

Marion McEttrick, the Attorney representing the homeowners of 5 Woodward Court (Jose and Marcia Serpa) joined the meeting to provide the Board an update on the proposed Maintenance Agreement.

Mr. Wells moved to approve the Agreement for Maintenance of the Existing Deck at 5 Woodward Court, Milton, MA. The motion was seconded by Ms. Musto. The Board voted all in favor to approve.

**6. Discussion/Approval - Memorandum of Understanding and License Agreement for Wetland replication activity on Town-owned land located on Canton Avenue (Map K, Lot 2, Block 1A) related to the Winter Valley Residences Building 6 project**

Mr. Wells moved to approve the Memorandum of Understanding and License Agreement for Wetland replication activity on Town-owned land located on Canton Avenue (Map K, Lot 2, Block 1A) related to the Winter Valley Residences Building 6 project. The motion was seconded by Ms. Musto. The Board voted all in favor to approve.

Ms. Bradley joined the webinar at 8:24PM  
All future votes will be done by roll call.

**7. Discussion/Approval - Recommendation of the Planning Board – Draft Action Plan for the MBTA Communities law**

Chair Doyle welcomed Mr. Czerwienski, Director of Planning and Community Development and invited him to present the draft Action Plan for the MBTA Communities Law required by the Department of Housing and Community Development, DHCD and due on January 31, 2023.

Enacted as part of the economic development bill in January 2021, new Section 3A of M.G.L. Chapter 40A (the Zoning Act) requires that an MBTA community shall have at least one zoning district of reasonable size in which multi-family housing (three or more units) is permitted as of right and meets other criteria set forth in the statute:

- Minimum gross density of 15 units per acre
- Not more than ½ miles from a commuter rail station, subway station, ferry terminal or bus station, if applicable.
- No age restrictions
- Suitable for families with children.

Towns that do not comply with the new requirements will be ineligible for MassWorks, Housing Choice, and Local Capital Projects funds.

- Milton is considered a Rapid Transit Community.
- In order to comply with Section 3A, Milton must create by-right zoning districts of at least 50 acres that have a zoned capacity for 2,461 new multi-family units

Following a discussion amongst the Members and Mr. Czerwienski, Mr. Zullas moved to approve the Action Plan recommended by the Milton Planning Board for the MBTA Communities and authorize the Town Administrator to submit the Action Plan. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call to approve the Action Plan.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

#### **8. Discussion/Approval - Contract Amendment with Rauhaus Freedenfeld & Associates for the Animal Shelter Project**

Mr. Czerwienski, Director of Planning and Community Development provided a brief update on the architectural firm responsible for designing the Animal Shelter.

Mr. Wells moved to approve the 4<sup>th</sup> Addendum to the Contract with Rauhaus Freedenfeld & Associates for the Animal Shelter Project and authorize the Town Administrator to sign on behalf of the Select Board. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the 4<sup>th</sup> Addendum to the Contract with Rauhaus Freedenfeld & Associates for the Animal Shelter Project.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

9. Discussion/Update/Approval-Special Town Meeting - February 13, 2023

a. Approval of Index, Greeting Page, and the Warrant

- i. Select Board - Accept the provisions of M.G.L. Chapter 41, Section 110A
- ii. Select Board - Change Treasurer/Collector position from elected to appointed pursuant to M.G.L. Chapter 41, Section 1B
- iii. Select Board- Purchase of Fontbonne Convent located at 930 Brook Road, Milton, MA

Mr. Milano provided the Board with the Index, Greeting Page and Warrant for the Special Town Meeting scheduled for February 13, 2023. Mr. Milano provided the Board with an update on the status of the Articles and action taken by the Warrant Committee. Mr. Milano noted that there will be no recommendation from the Warrant Committee regarding Article #3: the purchase of Fontbonne Convent located at 930 Brook Road, Milton, MA. The Town is waiting for the Congregation of the Sisters of St. Joseph to respond to the Town's offer.

Mr. Milano asked Attorney Kevin Freytag from the Office of Town Counsel to clarify the reference of *eminent domain* in Warrant Article #3. Attorney Freytag explained that the term *eminent domain* is standard in land purchase transactions for the Town of Milton and is used as a precautionary measure. Mr. Milano added that the address for Fontbonne Convent will now include the Assessor's Parcel ID.

Mr. Wells moved to approve the Index, Greeting Page, and the Warrant for the Special Town Meeting scheduled for Monday, February 13, 2023. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the Index, Greeting Page, and the Warrant for the Special Town Meeting.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

10. Discussion/Approval- Annual Town Meeting-May 1, 2023

- a. Approval of Warrant Articles
- b. Warrant Article: Outdoor Residential Lighting
- c. Closure of the Warrant

Mr. Milano provided a brief overview to the Board Members of new Warrant Articles submitted for consideration at the Annual Town Meeting scheduled for May 1, 2023. Mr. Milano noted that articles K-O require additional research before they can be approved by the Select Board.

Article	Title	Page
A	Rescind Unissued Debt	
B	Accept provisions of M.G.L. Chapter 44, § 53F½ to establish a PEG Access Enterprise Fund effective Fiscal Year 2024	
C	PEG Access Enterprise Fund Appropriation	
D	Authorize Special Purpose Stabilization Fund for Opioid Settlement Funds	
E	Adopt Organization, Numbering, and Generic Changes to the General Bylaws of the Town	
F	Adopt Organization, Numbering, and Generic Changes to the Zoning Bylaws of the Town	
G	School Building Committee Appropriation	
H	Authorize Select Board to acquire property located off Gile Road	
I	Transfer land and petition the General Court for Special Legislation related to Article 97	
J	Community Preservation Committee Project Recommendations	
K	Bylaw Review Committee term extension and appropriation	
L	Historic District Bylaw	
M	Departmental Revolving Fund for the Department of Public Works permit fees	
N	Appropriate as-built deposits	

**Zoning Articles:**

Article	Title	Page
O	Outdoor Residential Lighting	

Mr. Wells moved to approve Warrant Articles noted as A-J for the Annual Town Meeting on Monday, May 1, 2023:

- a. Rescind Unissued Debt
- b. Accept provisions of M.G.L. Chapter 44, § 53F½ to establish a PEG Access Enterprise Fund effective Fiscal Year 2024
- c. PEG Access Enterprise Fund Appropriation
- d. Authorize Special Purpose Stabilization Fund for Opioid Settlement Funds
- e. Adopt Organization, Numbering, and Generic Changes to the General Bylaws of the Town

- f. Adopt Organization, Numbering, and Generic Changes to the Zoning Bylaws of the Town
- g. School Building Committee Appropriation
- h. Authorize Select Board to acquire property located off Gile Road
- i. Transfer land and petition the General Court for Special Legislation related to Article 97

The motion was seconded by Mr. Zullas. Prior to the roll call vote, the Board briefly discussed the article relative to Outdoor Residential Lighting as well as the article submission process per Ms. Bradley's request. The Board voted unanimously by roll call (5-0) to approve the Warrant Articles for the Annual Town Meeting.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

Mr. Zullas moved to close the Warrant for the Annual Town Meeting on Monday, May 1, 2023. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call (5-0) to close the Warrant for the Annual Town Meeting.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

#### **11. Committee Appointments**

##### **A Reappointments to the Municipal Broadband Committee**

- i. Mark Day
- ii. Rob Lynch
- iii. John Sullivan
- iv. Joseph Chamberlain

Mr. Zullas moved to re-appoint the following individuals to the Municipal Broadband Committee: Mark Day, Rob Lynch, John Sullivan, and Joseph Chamberlain for terms to expire on June 30, 2023. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call (5-0) to re-appoint the following individuals to the Municipal Broadband Committee: Mark Day, Rob Lynch, John Sullivan, and Joseph Chamberlain

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**



**MUSTO: YES**  
**DOYLE: YES**

**12. Discussion/Approval - MassDOT Response to the Town of Milton's Letter re: the proposed project at Route 28 (Randolph Avenue) and Chickatawbut Road**

Mr. Milano noted that MassDOT provided a response to the Town's letter. The agency requested more time to research and evaluate the concerns raised by the Select Board regarding the proposed design of the roundabout. Mr. Milano will follow-up with the

**Discussion/Update - S. 3124 An Act Establishing Speed limits on portions of Route 28 and Chickatawbut Road in the Town of Milton**

The Board agreed by consensus to support this bill.

**13. Discussion/Approval - Letter to the Town Moderator requesting permission for the Equity and Justice for All Committee to make a Presentation on their Report at the Special Town Meeting in February**

This matter has been deferred this matter to a future meeting when Mr. Hiss, the Town Moderator can attend.

**15. Discussion / Approval - Select Board Finance Committee Report**

- a. FY2024 Budget**
- b. American Rescue Plan Act project and funding update**
- c. S&P Ratings Call, February 2023 bond issuance, upcoming bond issuances**

Mr. Zullas, Chair of the Select Board Finance Committee provided his colleagues with a status update on the FY'2024 budget. The Committee met with the School Finance Sub-Committee and the full School Committee earlier this morning.

Mr. Zullas explained that all estimates are preliminary. Departments are in the process of developing their budgets. The School Department has voted a needs-based budget of \$62,484,812. This would result in a needs-based school budget and a level service budget for all other departments of approximately \$4.3 million in deficit. The Finance Committee has asked the Town Administrator and the Finance Director to compile an apples to apples review of a needs based budget for all the Town Departments in order to get an accurate picture. The deficit could rise. Additional information regarding revenue sources and free cash is expected in the coming weeks.

**16. Discussion/Approval - FY2024 Select Board Budget and Select Board/Town Administrator's Office staffing**

Per Mr. Milano's request, the Board has deferred this discussion to a later date.

### **17. Discussion / Approval- Second Reading: Other Post-Employment Benefits Policy**

Mr. Zullas moved to approve the Other Post-Employment Benefits Policy. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the Other Post-Employment Benefits Policy.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

### **18. Discussion/Approval – Creation of and Charge for a Climate Action Planning Committee**

Mr. Zullas moved to approve the Creation of and Charge for a Climate Action Planning Committee. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call (5-0) to approve the Creation of and Charge for a Climate Action Planning Committee.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

### **19. Approval Meeting Minutes: December 5, 2022, December 6, 2022 and December 21, 2022**

Mr. Wells moved to approve the meeting minutes subject to modifications for December 5, 2022, December 6, 2022 and December 21, 2022. The motion was seconded by Ms. Musto. The Board voted The Board voted unanimously by roll call (5-0) to approve the meeting minutes for December 5, 2022, December 6, 2022 and December 21, 2022.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

## **20. Town Administrator's Report**

- Mr. Milano extended his congratulations to Rob Mallet on his promotion as IT Director.
- Plans are in place to fill the vacancy in the IT Department
- The recent Norfolk County Manager's Meeting focused on the MBTA Communities Zoning law.
- The MMA Annual Meeting is scheduled for Friday, January 20<sup>th</sup> and Saturday, January 21<sup>st</sup>, Representatives from Milton will be in attendance.
- The Town of Milton will be receiving an award during the MMA Annual Meeting from MIIA Property and Casualty Group, Inc for Risk Management Efforts. Thank you to Paige Eppolito, Bill Ritchie and Chase Berkeley for their hard work on this initiative.
- The School Committee has chosen Dr. Peter Burrows to lead MPS as the new Superintendent of Schools. Mr. Milano offered his congratulations to Dr. Burrows on behalf of the Town and is looking forward to working with him.
- The Standard and Poor Rating Call is scheduled for January 19<sup>th</sup> with the Town of Milton
- The Assessors Office Staff will be hosting a Tax Exemption Course at the Council on Aging on January 25<sup>th</sup> at 1PM.
- Nomination Papers for the Annual Town Election on April 25<sup>th</sup> are now available in the Town Clerk's office.

## **21. Chair's Report**

No Comments

Ms. Musto requested that the Select Board consider posting their meeting materials for the general public to view prior to the scheduled meeting.

Thank you to Lisa Ward and the Milton Interfaith Clergy Association for hosting the Annual Dr. Martin Luther King, Jr. Celebration on January 16<sup>th</sup>.

## **22. Public Comment Response**

No Comments.

## **23. Future Meeting Dates**

The Select Board will meet on Tuesday, January 24, 2023 at 7:30PM, February 7, 2023 at 7PM, February 13, 2023 at 6:30PM and Tuesday, February 21, 2023 at 7PM. Meeting times are scheduled to change.

At 9:35PM, Mr. Wells moved to recess from the Select Board Meeting and Call to Order the Meeting of the Trustees of the Governor Stoughton Trust. The Select Board will return to Open Session. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to recess the Select Board Meeting and Call to Order the Meeting of the Trustees of the Governor Stoughton Trust.

**ZULLAS: YES**  
**WELLS: YES**  
**BRADLEY: YES**  
**MUSTO: YES**  
**DOYLE: YES**

At 10:17PM the Select Board returned to Open Session.

**24. Executive Session - Pursuant to M.G.L. c. 30A, § 21(a)(6) - To consider the purchase, exchange, lease or value of real property located at 930 Brook Road (Fontbonne Convent)**

At 10:17PM, Chair Doyle moved to enter into Executive Session to consider the purchase, exchange, lease or value of real property located 930 Brook Road (Fontbonne Convent, Sisters of St. Joseph) 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 not return to Open Session. The motion was seconded by Mr. Wells. The Board voted by roll call (5-0) to enter into Executive Session. The Board will adjourn from the Ex. Session and not return to Open Session.

**ZULLAS: YES**  
**WELLS: YES**  
**BRADLEY: YES**  
**MUSTO: YES**  
**DOYLE: YES**

**25. Discussion/Approval - Purchase and Sales Agreement with the Congregation of the Sisters of St. Joseph re: purchase a portion of the property located at 930 Brook Road**

The Board will defer this item to a future meeting.

**26. 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 not return to Open Session. The motion was seconded by Mr. Wells. The Board voted by roll call (5-0) to enter into Executive Session. The Board will adjourn from the Ex. Session and not return to Open Session.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**27. 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)**

Chair Doyle moved on behalf of the Select Board 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 motion was seconded by Mr. Wells. The Board voted by roll call (5-0) to enter into Executive Session. The Board will adjourn from the Ex. Session and not return to Open Session.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**28. Adjourn**

Ms. Musto moved to adjourn at 10:47PM. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call (5-0) 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

Application to transfer the Liquor License from Welch Restaurant Management, LLC d/b/a Abby Park located at 550 Adams Street to 556 Adams Street LLC  
Agreement for Maintenance of the Existing Deck at 5 Woodward Court, Milton, MA  
Memorandum of Understanding and License Agreement for Wetland replication activity on Town-owned land located on Canton Avenue (Map K, Lot 2, Block 1A) related to the Winter Valley Residences Building 6 project  
Recommendation of the Planning Board – Draft Action Plan for the MBTA Communities law  
Contract Amendment with Rauhaus Freeddenfeld & Associates for the Animal Shelter Project  
Greeting Page, Index and Warrant for the Special Town Meeting scheduled for February 13, 2023  
Warrant Article Submissions for the Annual Town Meeting scheduled for May 1, 2023  
MassDOT Response to the Town of Milton's Letter re: the proposed project at Route 28 (Randolph Avenue) and Chickatawbut Road  
Letter to the Town Moderator requesting permission for the Equity and Justice for All Committee to make a Presentation on their Report at the Special Town Meeting in February  
Other Post-Employment Benefits Policy  
Charge of Climate Action Planning Committee  
Meeting Minutes: December 5, 2022, December 6, 2022 and December 21, 2022.

DRAFT

**Select Board Meeting Minutes**

**Meeting Date:** 1/24/2023

**Members in Attendance:** Arthur Doyle, Chair; Michael Zullas, Vice Chair; Richard G. Wells, Jr., Secretary; Roxanne Musto, Member and Nicholas Milano, Town Administrator

**Late Arrival:** Erin Bradley, Member

**Guests:** Attorney Kevin Freytag, office of Town Counsel

**Meeting Location:** Remote-Zoom/Webinar

**Time Meeting called to Order:** 7:32PM

**Time Meeting Adjourned:** 9:45PM

- 1. Call to Order**
- 2. Pledge of Allegiance**

Chair Doyle called the Select Board meeting to order at 7:32PM and reported that the meeting is being held remotely under Chapter 22 of the Acts of 2022, introduced the Members of the Board and Staff and led the Pledge of Allegiance.

Ms. Bradley arrived at 7:36PM.

**3. Public Comment**

Sean Fahy- Planning Board Member and Town Meeting Member, Precinct 9. Mr. Fahy spoke as a Milton resident and taxpayer.

Mr. Fahy shared his concerns about the cost implications the MBTA Communities Zoning Law will have on the Town of Milton. He will share his report/data with the Board.

Kevin Donahue-203 School Street

Mr. Donahue shared his comments regarding the future of Gile Road. Mr. Donahue encouraged the Select Board to safeguard the property.

**4. Discussion/Approval - Second Amendment to the Memorandum of Agreement by and Between the Town of Milton and the Boston Water and Sever Commission**

Mr. Berkeley, Director of the Department of Public Works provided the Board Members with an overview of the proposed amendment to the Memorandum of Agreement. In 2013, following a Consent Decree, the City of Boston and the Town of Milton formed an agreement to promote water quality within the stormwater system. The municipalities share maintenance information and emergency response services for areas such as Beacon Street Circle and Beacon Street in Hyde Park. The proposed amendment would extend the agreement for an additional five years. It was last updated in 2018.

Mr. Wells moved to approve the Second Amendment to the Memorandum of Agreement by and Between the Town of Milton and the Boston Water and Sever Commission 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 Second Amendment to the Memorandum of Agreement by and Between the Town of Milton and the Boston Water and Sever Commission and authorize the Town Administrator to sign on the Board's behalf.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**5. Discussion/Approval - Memorandum of Understanding between the Town of Milton and the Milton Residences for the Elderly, Inc.**

Attorney Kevin Freytag from the Office of Town Counsel and Sarah McLaren, Executive Director at Milton Residence for the Elderly joined the discussion to offer an overview of the proposed memorandum. The Memorandum of Understanding would provide support services by the Council on Aging to residents at these locations.

Mr. Zullas moved to approve the Memorandum of Understanding between the Town of Milton and the Milton Residences for the Elderly, Inc and authorize the Town Administrator to sign on the Board's behalf. The motion was seconded by Ms. Bradley. The Board voted unanimously by roll call (5-0) to approve the Memorandum of Understanding between the Town of Milton and the Milton Residences for the Elderly, Inc and authorize the Town Administrator to sign on the Board's behalf.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**6. Discussion/Approval – Select Board Letters of Support or Endorsement for Applications before the Community Preservation Committee**

Mr. John Kieran, Chair of the Conservation Commission joined the meeting to provide the Board with an overview of the proposal of the Pope's Pond Pedestrian Bridge. The proposal has been endorsed by Northeastern University's Chapter of American Society of Civil Engineers. Milton's Parks and Recreation; The Board of Parks Commissioner and the Department of Public Works in Milton. Initial funding of \$100,000 was granted during the 2020 Annual Town Meeting. \$125,00 in additional support. is needed. Mr. Kiernan noted that the proposal meets the goals of the Community Preservation Act. The bridge would allow a pathway that extends around portions of the pond to completely circumvent it.

Mr. Wells moved to approve the Conservation Commission's project to construct a pedestrian bridge over Pine Tree Brook, at the inlet to Pope's Pond. The Select Board's support is premised on the basis that the project will enhance the Town's natural resources and provide increased public access to this open space and recreational resource. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the Conservation Commission's project to construct a pedestrian bridge over Pine Tree Brook, at the inlet to Pope's Pond.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**



The Select Board had a brief discussion regarding the proposed project for the Carriage House and Barn at the Forbes House Museum. The Board agreed to postpone any action on this request until more details are made available.

**7. Discussion - Draft Letter to Massachusetts Housing Partnership re: Responses to Questions for the Development of a Request for Proposals for Milton's Town Farm**

Mr. Milano provided an update from the discussion with Ms. Creamer and Mr. Callahan, representatives of the Affordable Housing Trust during the meeting of the Governor Stoughton Trustees. A letter to the Massachusetts Housing Partnership, (MHP) has been distributed among the Members for their feedback/comments.

The Board Members discussed the merits of requesting input from the Massachusetts Housing Partnership to assist in developing a Request for Proposals for Milton's Town Farm.

Ms. Musto felt that this letter would imply that the Board was in favor of developing affordable housing on the Governor Stoughton property.

Mr. Zullas noted that a letter to the Massachusetts Housing Partnership would not indicate a commitment from the Select Board. The Massachusetts Housing Partnership initiated the correspondence and the Town is following up.

**8. Committee Appointments**

**a. Capital Improvement Planning Committee**

**i. Meredith Hall, Planning Board Representative**

Mr. Wells moved to re-appoint Meredith Hall as the Planning Board Representative to the Capital Improvement Planning Committee for a term to expire on June 30, 2023. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to re-appoint Meredith Hall as the Planning Board Representative to the Capital Improvement Planning Committee.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**9. Discussion/Approval – One-Day Liquor License: Forbes House Museum  
February 9, 2023 - Appreciation Event for Members and their Friends**

Mr. Wells moved to approve the One Day Liquor License: Forbes House Museum February 9, 2023 - Appreciation Event for Members and their Friends. The motion was seconded by Mr. Zullas. The Board voted unanimously by roll call (5-0) to approve the One Day Liquor License to Forbes House Museum.

**ZULLAS: YES**  
**WELLS: YES**  
**BRADLEY: YES**  
**MUSTO: YES**  
**DOYLE: YES**

#### **10. Town Administrator's Report**

Mr. Milano shared a reminder that the Annual Town Election will be held on Tuesday, April 25, 2023. Nomination papers are now available in the Town Clerk's office. All nomination papers must be filed with the Board of Registrars by 5:00 P.M., Tuesday, March 7, 2023. Incumbent Town Meeting Members must file written notice of intention to the Town Clerk by 5 P.M. February 28, 2023 to have their name placed on the ballot.

Mr. Milano shared an update regarding the pending sale of the Convent at Fontbonne Academy. The Congregation of the Sisters of St. Joseph withdrew from negotiations with the Town regarding the sale of this property. In light of this decision, it is anticipated that at the Special Town Meeting the Select Board will request that the Warrant article be sent back to the Select Board for further study, unless the Congregation of the Sisters of St. Joseph asks to resume negotiations and the Town and the Congregation reach an agreement.

#### **11. Chair's Report**

No report at this time.

#### **12. Public Comment Response**

Mr. Zullas noted in response to Mr. Donahue's comments that Warrant Articles had been submitted for the Annual Town meeting relative to Gile Road.

Ms. Musto extended her appreciation to Mr. Fahy for his comments.

#### **13. Future Meeting Dates**

Chair Doyle noted that the Select Board will be meeting on Tuesday, February 7, 2023, Monday, February 13, 2023, Tuesday, February 21, 2023.

At 8:52PM, 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  
Christopher Hunt  
Andrew Schmidt  
Rajai Pathak

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**

Note: Due to a technical issue, Mr. Pathak did not participate in the roll call vote. He did rejoin the meeting.

**14. Executive Session - Pursuant to M.G.L. c. 30A, § 21(a)(6) - To consider the purchase, exchange, lease or value of real property located at 930 Brook Road (Fontbonne Convent)**

At 8:54PM, Chair Doyle moved to enter into Executive Session to consider the purchase, exchange, lease or value of real property located 930 Brook Road (Fontbonne Convent, Sisters of St. Joseph) 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 not return to Open Session. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call (5-0) to enter into Executive Session.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**15. 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)**

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 not return to Open Session. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call (5-0) to enter into Executive Session.

**ZULLAS: YES**

**WELLS: YES**

**BRADLEY: YES**

**MUSTO: YES**

**DOYLE: YES**

**16. 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 not return to Open Session. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call (5-0) to enter into Executive Session.

**ZULLAS: YES**  
**WELLS: YES**  
**BRADLEY: YES**  
**MUSTO: YES**  
**DOYLE: YES**

#### **17. Adjourn**

Ms. Bradley moved to adjourn at 9:45PM. The motion was seconded by Mr. Wells. 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

Second Amendment to the Memorandum of Agreement by and Between the Town of Milton and the Boston Water and Sever Commission  
Memorandum of Understanding between the Town of Milton and the Milton Residences for the Elderly, Inc.  
Draft Letter to Massachusetts Housing Partnership re: Responses to Questions for the Development of a Request for Proposals for Milton's Town Farm  
One-Day Liquor License: Forbes House Museum- February 9, 2023 - Appreciation Event for Members and their Friends