



Select Board

Meeting Packet

June 27, 2023



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Gina Fiandaca, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



February 6th, 2023

Subject: Milton - Intersection Improvements at Route 28 (Randolph Avenue) & Chickatawbut Road
Project File No. 607342

Nicholas Milano, Town Administrator
Milton Select Board
nmilano@townofmilton.org

Dear Mr. Milano and Milton Select Board,

I am writing to provide you with responses to the comments you submitted following the Design Public Hearing on October 27th, 2022 regarding the Intersection Improvements at Route 28 (Randolph Avenue) & Chickatawbut Road in the Town of Milton. Your comments and specific responses to the comments are provided below.

1. Comment - At the Design Public Hearing on October 27, 2022, MassDOT's presentation noted that the previous public information meeting was held in Summer 2019, but there were subsequently no additional public meetings to solicit further input, provide project updates, or respond to concerns raised by the Milton community. It was at the Design Public Hearing on October 27, three years after the last public meeting, that MassDOT formally presented a design and solicited comments on a pre-determined solution. A public planning process that values community engagement does not go three years between public meetings. We are requesting that MassDOT engage with the Milton community by scheduling additional public meetings and that MassDOT be responsive to the numerous concerns raised, such as: queueing that prevents residents from entering and exiting side streets and driveways, speeding and unsafe vehicular travel along the Route 28 corridor, impacts to streets such as Hillside Avenue due to increased vehicle volume, as MassDOT anticipates and noted in the Design Public Hearing, and alternative designs for the intersection.

Response – The design development, project development process, and agency coordination drove the timeline for public engagement on the project.

MassDOT held initial kick off and coordination meetings with Town of Milton to coordinate the project development and proposed solutions. In March 2019, a meeting was held with MassDOT, Town of Milton, the State Representative, and the Milton Select Board Chair staff to discuss the intersection alternatives under development which presented multiple traffic signal concepts and a roundabout concept design. At this time comments

were made in support of the roundabout with specific comments to certain aspects of the design.

Following this coordination meeting, the Public Information Meeting was held in July 2019 which presented a signalized intersection alternative with left-turn lanes and a roundabout alternative. The presentation presented traffic and safety impacts of both options and walked through why the roundabout was the preferred alternative. Following the significant feedback heard at the initial Public Information Meeting, MassDOT also presented to the Milton Select Board on September 11, 2019, prior to advancing into design of the roundabout. These initial meetings to the public and Select Board presented detailed information regarding the intersection alternatives of the traffic signal with left-turn lanes and the proposed roundabout and presented conceptual designs for each.

Following these meetings, design development with MassDOT and DCR drove the schedule for the design public hearing to ensure that the design was context-sensitive to the critical environmental areas surrounding the intersection. At this time, MassDOT provided the 25% design to the Town of Milton engineering and DPW and received written comments prior to advancing to the Design Public Hearing held in Fall 2022.

MassDOT has listened to the concerns voiced from the public regarding the proposed intersection design and corridor concerns outside of the intersection design project limits. MassDOT has engaged the Town and public in the project development process since the alternative analysis. While there has been significant concern and skepticism voiced from the public regarding the roundabout, it has remained the preferred alternative for design due to the safety benefits it is expected to provide for the intersection. It is understood that there are additional safety concerns beyond these project limits along the Route 28 corridor, however the intersection of Randolph Avenue at Chickatawbut Road has consistently ranked as a Top 10 crash location within the state and is therefore prioritized for safety improvements. The intersection project is funded by the Highway Safety Improvement Program (HSIP) and MassDOT is therefore responsible for prioritizing the intersection design which provides the greatest safety benefits. The proposed roundabout design meets the project goals to improve safety and mobility through the intersection and reducing vehicle speeds.

In response to requests to expand the study area to the full corridor, MassDOT is committed to performing further analysis to evaluate potential for interim corridor improvements, separate from the Randolph Avenue (Route 28) and Chickatawbut Road intersection project.

2. Comment - We are grateful for the efforts of the Boston Metropolitan Planning Organization's Central Transportation Planning Staff's Route 28 Priority Corridor Study which identified the numerous challenges residents face daily on Route 28, whether congestion during peak travel times or unsafe vehicular traffic due to speeding. MassDOT's focus on this singular intersection means that the rest of the corridor is being ignored and improvements are further delayed. In addition, by focusing only on this intersection, MassDOT is not fully evaluating impacts of the roundabout design along the entire corridor and those impacts are not fully understood. We are requesting that MassDOT more fully evaluate how the roundabout will impact the Route 28 corridor and compare those impacts to an alternative design of a signalized intersection with dedicated left hand turn lanes. We also note that the Route 28 Priority Corridor Study identified numerous short-term improvements. The study states that the recommended short-term improvements "are usually low cost, relatively uncomplicated and inexpensive to implement, and require minimal design efforts." We request that MassDOT review the Route 28 Priority Corridor Study, as well as the 2016 Road Safety Audit, and provide an update to the Town within 30 days on progress towards implementing the short-term improvements and next steps for long-term improvements, such as the modernization and coordination of traffic signals, for the full corridor. The Town is ready to collaborate on short-term improvements where the Town's right of ways are impacted.

Response – In response to requests to expand the study area to the full corridor, MassDOT is committed to performing further analysis to evaluate potential for interim corridor improvements, separate from the Randolph Avenue and Chickatawbut Road intersection project. Given the safety impact of this project and the pressing need for safety improvements at the Randolph Avenue at Chickatawbut Road Intersection Improvement Project, the intersection project would not be delayed to implement full corridor improvements. MassDOT will collaborate with the Town of Milton within the larger corridor analysis where Town jurisdiction is involved. The traffic volumes along Randolph Avenue are higher than typically recommended for a full road diet and the Boston MPO CTPS corridor study did not recommend a preferred alternative. Therefore, additional engineering analysis would be required prior to implementing corridor changes along Randolph Avenue.

3. Comment - MassDOT's failure to implement short-term improvements as well as make progress towards planning and design for long-term improvements is related to our concern that the roundabout proposal (or an alternative design) does nothing to improve safety in the intersection in the meantime. With 18 to 24 months before a project would start and a long project schedule, MassDOT needs to make immediate improvements to increase safety at the Route 28/Chickatawbut intersection.

Response – There were number of short-term improvements suggested in the 2016 RSA and 2021 Boston Region MPO study, five of which have been implemented. They were restriping pavement markings, installing advance lane usage signs at Randolph Avenue and Reedsdale Road intersection, providing double left-turn lane at Redesdale Road intersection, installing speed feedback signs, and replacing incandescent stop sign ahead sign with an LED stop sign ahead sign. Currently MassDOT is reviewing additional short-term improvements for implementation.

4. Comment - Lastly, the Town seeks to better understand alternative designs, such as a signalized intersection with dedicated left hand turn lanes, and how they may compare to the proposed roundabout. While some information was shared at the Design Public Hearing on October 27, it was not clear that MassDOT fully evaluated alternatives. We are requesting that MassDOT share more information about alternatives with the Milton community. We ask that MassDOT more fully evaluate, in a timely basis, how alternative designs might affect traffic congestion, travel times, and safety and conduct additional public meetings to review these potential alternative designs. We also note the concerns raised by residents about whether the roundabout would, in fact, increase safety for pedestrians and bicyclists because of the lack of dedicated signals for safe crossing on foot or by bike.

Response – MassDOT evaluated signalized intersection alternatives with left-turn lanes and the roundabout alternative for traffic and safety impacts prior to recommending and proceeding with a preferred alternative. An independent safety analysis was performed at Highway Safety Improvement Program (HSIP) high crash locations throughout the district which provided the predictive safety analysis following methodology within the Highway Safety Manual of the signalized and roundabout alternatives, the results of which were presented at the initial intersection alternatives meetings held for the public and Milton Select Board.

The MassDOT project website, (<https://www.mass.gov/randolph-ave-rt-28chickatawbut-intersection-improvement-project>), provides the presentation made to the public in July 2019 under the “Document & meeting materials” page. Additionally, the Milton Select Board presentation given on September 11, 2019 is also provided with this response.

While we have heard to concerns voiced by the public and residents' that the roundabout will worsen safety for pedestrians and cyclists using the intersection, the safety data presented within the Highway Safety Manual and MassDOT's Safety Alternative Analysis Guide does not support the claim that a roundabout will worsen safety for pedestrians and bicyclists. The project

proposes to provide a shared use path along the intersection approaches with well-marked crosswalks, Rectangular Rapid Flashing Beacons (RRFBs), and splitter islands to provide safe and accessible crossing opportunities at the intersection. The MassDOT crash modification factor for converting a signalized intersection into a modern roundabout shows a crash reduction for fatal and injury and property damage only crashes across travel modes.

Should you have any further questions or comments regarding this project, please feel free to contact the Project Manager, Josh Bartus, at (617) 620-3705 or by email at Joshua.bartus@state.ma.us.

Sincerely,



Michael J. O'Dowd,
Director of Major Projects

MJO/jdb

cc: Erin Kinahan, P.E., District 6 Project Development Engineer
 Chase Berkeley, P.E., Milton DPW Director
 File



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



December 8th, 2022

Subject: Milton - Intersection Improvements at Route 28 (Randolph Avenue) & Chickatawbut Road
Project File No. 607342

Nicholas J. Milano
Town Administrator
Town of Milton

Dear Administrator Milano,

I am writing to provide you a response to the comments you submitted on behalf of the Selectboard following the Design Public Hearing on October 27th, 2022 regarding the Intersection Improvements at Route 28 (Randolph Avenue) & Chickatawbut Road in the Town of Milton.

The Selectboard provided many comments, and we would like to provide a properly detailed response. In the letter provided, the Selectboard requested a response within 30 days of date the letter was sent. Unfortunately, it is going to take more time than that to gather all the feedback we received from the public hearing, do further information gathering, and provide detailed responses to all commenters. We are working through that process now.

Should you have any further questions or comments regarding this project, please feel free to contact the Project Manager, Josh Bartus, at (617) 620-3705 or by email at Joshua.bartus@state.ma.us.

Sincerely,

Michael J. O'Dowd, P.E.
Director of Major Projects

MJO/jdb

cc: Erin Kinahan, P.E., District 6 Project Development Engineer
Chase Berkeley, P.E., Milton DPW Director
File



COMMONWEALTH OF MASSACHUSETTS
TOWN OF MILTON
OFFICE OF SELECT BOARD
525 CANTON AVENUE, MILTON, MA 02186

NICHOLAS MILANO
TOWN ADMINISTRATOR
TEL 617-898-4845

TEL. 617-898-4843
FAX 617-698-6741

SELECT BOARD
ARTHUR J. DOYLE
CHAIR
MICHAEL F. ZULLAS
VICE CHAIR
RICHARD G. WELLS, JR.
SECRETARY
ERIN G. BRADLEY
MEMBER
ROXANNE MUSTO
MEMBER

November 7, 2022

Jamey L. Tesler
Secretary and Chief Executive Officer
Massachusetts Department of Transportation
10 Park Plaza, Suite 4160
Boston, MA 02116

Dear Secretary Tesler -

On behalf of the Town of Milton, we thank you for the opportunity to submit these comments to the Massachusetts Department of Transportation (“MassDOT”) regarding the Route 28 at Chickatawbut Road Intersections Improvement Project (Project File No. 607342). Thank you for your continued attention to this intersection which is consistently rated as one of the most dangerous in the Commonwealth. We are hopeful that MassDOT will listen and consider the numerous public comments made at the Design Public Hearing on October 27, 2022 regarding concerns about the proposed roundabout design.

After participating in and viewing the presentation made by MassDOT and its design engineer, Howard Stein Hudson, on October 27, 2022 as well as discussing the proposed project at our Select Board meeting on November 1, 2022, we have the following concerns:

- Need for specific responsiveness to community input and concerns;
- Lack of analysis of the potential impact to the Route 28 corridor after the project is completed;
- Lack of an interim solution to improve safety immediately;
- Lack of a detailed analysis of alternative designs, such as a signalized intersection with dedicated left hand turn lanes.

At the Design Public Hearing on October 27, 2022, MassDOT’s presentation noted that the previous public information meeting was held in Summer 2019, but there were subsequently no additional public meetings to solicit further input, provide project updates, or respond to concerns raised by the Milton community. It was at the Design Public Hearing on October 27, three years after the last public meeting, that MassDOT formally presented a design and solicited comments on a pre-determined solution. A public planning process that values community engagement does not go three years between public meetings.

We are requesting that MassDOT engage with the Milton community by scheduling additional public meetings and that MassDOT be responsive to the numerous concerns raised, such as: queueing that prevents residents from entering and exiting side streets and driveways, speeding and unsafe vehicular travel along the Route 28 corridor, impacts to streets such as Hillside Avenue due to increased vehicle volume, as MassDOT anticipates and noted in the Design Public Hearing, and alternative designs for the intersection.

We are grateful for the efforts of the Boston Metropolitan Planning Organization's Central Transportation Planning Staff's Route 28 Priority Corridor Study which identified the numerous challenges residents face daily on Route 28, whether congestion during peak travel times or unsafe vehicular traffic due to speeding. MassDOT's focus on this singular intersection means that the rest of the corridor is being ignored and improvements are further delayed. In addition, by focusing only on this intersection, MassDOT is not fully evaluating impacts of the roundabout design along the entire corridor and those impacts are not fully understood. We are requesting that MassDOT more fully evaluate how the roundabout will impact the Route 28 corridor and compare those impacts to an alternative design of a signalized intersection with dedicated left hand turn lanes.

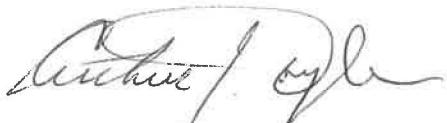
We also note that the Route 28 Priority Corridor Study identified numerous short-term improvements. The study states that the recommended short-term improvements "are usually low cost, relatively uncomplicated and inexpensive to implement, and require minimal design efforts." We request that MassDOT review the Route 28 Priority Corridor Study, as well as the 2016 Road Safety Audit, and provide an update to the Town within 30 days on progress towards implementing the short-term improvements and next steps for long-term improvements, such as the modernization and coordination of traffic signals, for the full corridor. The Town is ready to collaborate on short-term improvements where the Town's right of ways are impacted.

MassDOT's failure to implement short-term improvements as well as make progress towards planning and design for long-term improvements is related to our concern that the roundabout proposal (or an alternative design) does nothing to improve safety in the intersection in the meantime. With 18 to 24 months before a project would start and a long project schedule, MassDOT needs to make immediate improvements to increase safety at the Route 28/Chickatawbut intersection.

Lastly, the Town seeks to better understand alternative designs, such as a signalized intersection with dedicated left hand turn lanes, and how they may compare to the proposed roundabout. While some information was shared at the Design Public Hearing on October 27, it was not clear that MassDOT fully evaluated alternatives. We are requesting that MassDOT share more information about alternatives with the Milton community. We ask that MassDOT more fully evaluate, in a timely basis, how alternative designs might affect traffic congestion, travel times, and safety and conduct additional public meetings to review these potential alternative designs. We also note the concerns raised by residents about whether the roundabout would, in fact, increase safety for pedestrians and bicyclists because of the lack of dedicated signals for safe crossing on foot or by bike.

Thank you for considering the Town's comments and expectations. We agree that the intersection needs to be redesigned to prioritize safety and reduce congestion. We look forward to discussing it with you further. Please do not hesitate to contact Town Administrator Nicholas Milano (nmilano@townofmilton.org) with any questions or for additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur J. Doyle".

Arthur J. Doyle, Chair on behalf of the Milton Select Board:

Michael F. Zullas, Vice Chair

Richard G. Wells, Jr., Secretary

Erin G. Bradley, Member

Roxanne Musto, Member

CC:

Senator Walter F. Timilty

Representative William J. Driscoll, Jr.

Representative Brandy Fluker Oakley

**Milton Animal Shelter Advisory
Committee**

Members :

Alyssa Cook, Daniel Daly, Therese Desmond, Christopher Hayden, Robert Mayhew, Victoria Shea, John Sheldon, George Tougias.

TO: The Honorable Michael F. Zullas, Chair, Milton Select Board
Select Board Members, each

FROM: The Milton Animal Shelter Building Advisory Committee

DATE: June 21, 2023

Dear Mr. Zullas:

The Members of the Town of Milton Animal Shelter Advisory Committee voted unanimously at their June 21 meeting to request your Board's consideration of the issuance of an RFP for construction of a shelter on the Access Road to the old landfill. The April 12, 2023 RFP will be revised, upon your Board's approval, with updated dates for the different stages of the bid process.

Our committee respectfully asks for your Board's support of this request.

Sincerely,

Daniel Daly and Therese Desmond, Co-Chairs
Milton Animal Shelter Building Advisory Committee

Nicholas Milano

From: Tim Czerwienski
Sent: Thursday, June 22, 2023 8:51 AM
To: Nicholas Milano
Subject: FW: RFP final
Attachments: ++RFQ COMPLETE COPY 4-13-23.pdf

Importance: High

Nick,

The draft RFP is attached, and the proposed schedule is in Paul's email below. Please pass this along to the Select Board.

From: Kalous, Paul [REDACTED]
Sent: Thursday, June 22, 2023 8:29 AM
To: Tim Czerwienski <tczerwienski@townofmilton.org>; Therese Desmond [REDACTED]
Cc: Jeffrey Kane [REDACTED]; George Toulias [REDACTED] Hamre-Foley, Inger [REDACTED]
Subject: FW: RFP final
Importance: High

[External Email- Use Caution]

Hi Tim,

Here is the RFP as completed in April, without the revisions to the dates for the new schedule. We will send a more formalized proposed schedule based on your comments to dates proposed below:

Select Board approval to release RFP: June 27

Place Ad: July 6

We could place the ad for July 5 publication but it is a terrible day to advertise, and advise holding off a week.

Ad is published July 12 in Central Register. 1 day in a newspaper is also needed.

Preproposal conference and site visit: Weds July 26 TBD with Jeff Kane and others

Proposals Due: August 9 (four weeks)

Keep proposal pricing valid for 45 days not including holidays and weekends = Friday October 13. (We Don't want to wait this long!)

Target to vote approval of a proposal to get ahead of winter: Tuesday September 5, 2023

One year construction, go live by Oct 1, 2024.

Let us know if the dates above will work for the Town.

Jeff, FYI the Town is not going with Governor Stoughton Lane at this time and asked we release the Access Road RFP soon. Your efforts submitting a proposal for services is appreciated.

Thanks,

Paul G. Kalous AIA MCPPO

Vice President

Hill International, Inc.

75 Second Avenue

Suite 300

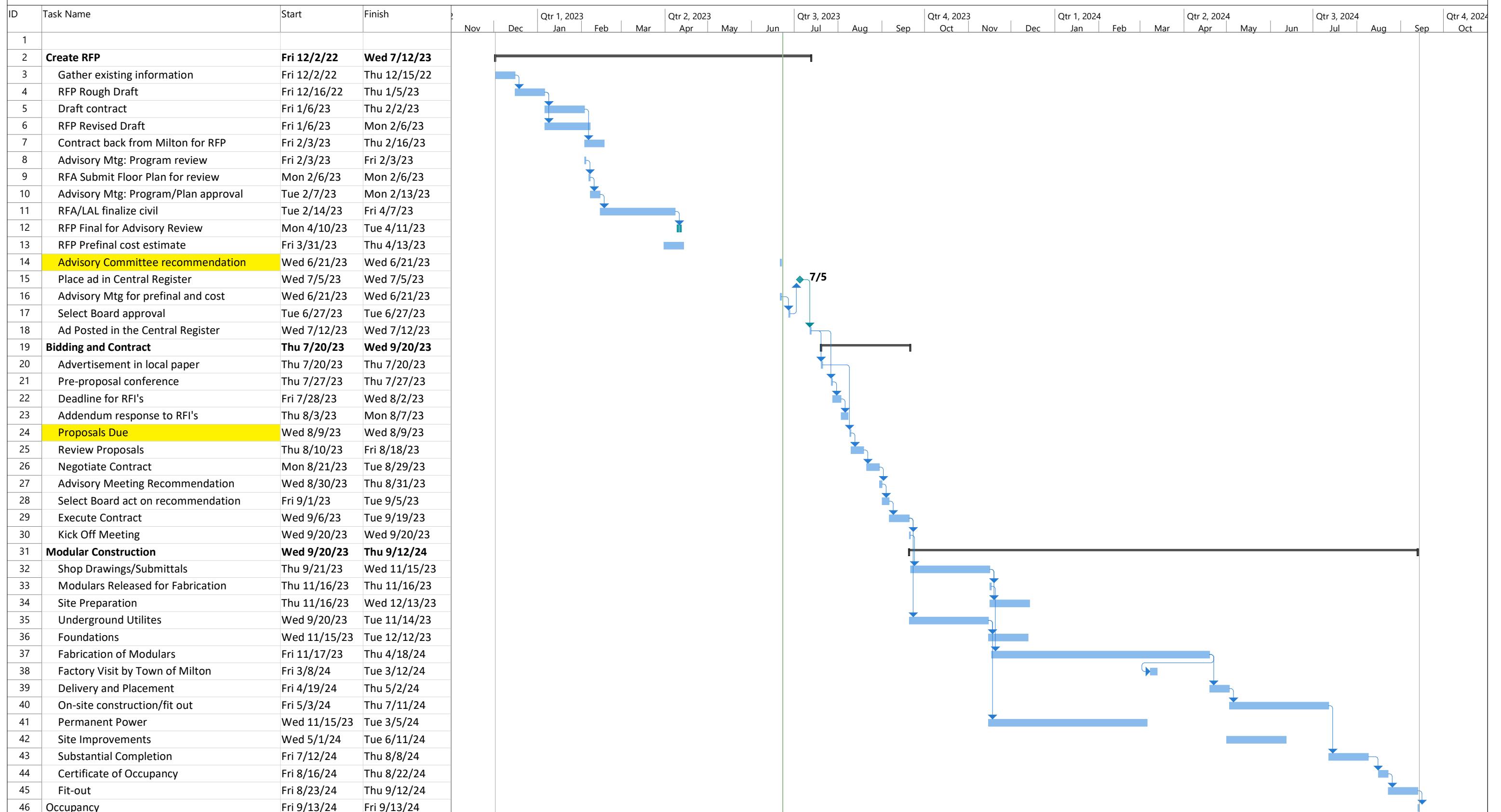
Needham, MA 02494

Tel: 617.778.0951

Mobile: 617.590.3952

PaulKalous@hillintl.com

Milton Animal Shelter
DRAFT Project Schedule





Request for Qualifications and Proposals for Modular Construction of the Milton Animal Shelter

April 19, 2023

**Town of Milton
525 Canton Street
Milton, MA 02186**

Submission Deadline: 2:00 PM May 26, 2023

Submit Qualifications and Proposals to:

**TOWN OF MILTON
C/O Hill International
Attention: Paul Kalous AIA
75 Second Ave., Suite 300
Needham, MA 02494
PaulKalous@hillintl.com**

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A1.00	Modular Building Schematic Floor Plan
A2.01	Modular Building Concept Elevation 1 Alternate 1
A2.02	Modular Building Concept Elevation 2 Alternate 2

END

Notice to Bidders

Pursuant to M.G.L. c. 149, §44E(4), the Town of Milton requests proposals from qualified contractors for the design, prefabrication, site preparation, site assembly/installation, and all services required to install and complete a new Milton Animal Shelter of modular construction at the site located at Access Road near Randolph Avenue and Reed Street, Milton, MA 02186. Building and site preparation shall be based on the plan layout, size, elevations, and specifications in the project manual.

RFP will be available upon email request after 12:00 pm April 19, 2023

Please send RFP requests to:

Alex Crowley

781-738-7618

All proposals are to be submitted no later than **2:00 PM May 26, 2023**. Every proposal must be in two parts, submitted in two, separate, clearly marked, sealed envelopes: 1) non- price technical proposal, and 2) price proposal, as well as one (1) USB thumb drive containing two separate files; 1) non-price technical proposal, and 2) price proposal, in accordance with all submission requirements set forth in this RFP.

Late proposals will not be accepted.

Current DCAMM Certification for General or Modular Contract and DCAMM Update Statement must be submitted with proposal.

All proposals are to be delivered to:

Hill International

Attn. Paul Kalous AIA

75 Second Ave.

Suite #300

Needham, MA 02494

All offerors are required to visit the site before submitting a proposal. Submission of a proposal constitutes an acknowledgement that the offeror has examined the site and is familiar with existing conditions. A pre-proposal conference has been scheduled for 9AM on May 4, 2023 at the proposed site, Access Road near Randolph Avenue and Reed Street, Milton, MA 02186

Plans and Specifications are included in the Request for Proposals.

SECTION 00 11 13
REQUEST FOR PROPOSALS

FROM: THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

Town of Milton
525 Canton Street
Milton, MA 02186

DATE: April 19, 2023

TO: POTENTIAL PROPOSERS

- A. These documents constitute an invitation to prospective Proposers to submit qualifications and proposals for the design and construction of the project described below, pursuant to MGL Chapter 149, Section 44E.
- B. The Owner seeks proposals from qualified proposers for Modular Construction of the Milton Animal Shelter and related site work located at Access Road (near Randolph Avenue and Reed Street) Milton, MA 02186.
- C. Project Description: Designing, manufacturing, customizing, transporting, delivering, erecting, and installing a modular building, including the following work:
 - 1. Obtaining permits required related to provision and installation of a modular building and associated site work (building, water/sewer, etc.)
 - 2. Site work, associated with modular installation, including grading, utilities and site improvements.
 - 3. Piers and foundations for modular building.
 - 4. Preparing site to receive modular building.
 - 5. Installation of ramps, stairs, handrails, canopies to connect and provide access of animal shelter with garage.
 - 6. Design, fabricate, deliver and install modulars
 - 7. Installation of new utilities to modulars and all connections including but not limited to water, sewer, electrical (including pad mounted transformer)
 - 8. Connections of services including but not limited to fire alarm systems and low voltage technology.
 - 9. Site improvements including parking, walks, some landscape improvements.
- D. Refer to other requirements described in Document 00 21 16 - Instructions to Proposers.
- E. Submit your offer on the Price Proposal Form provided. Proposers may supplement this form as appropriate.
- F. The offer will be required to be submitted under a condition of irrevocability for a period of 30 days not including weekends and holidays after submission.
- G. The Owner reserves the right to accept or reject any or all offers.

1.01 DOCUMENT AVAILABILITY

- A. Copies of the RFP Documents may be obtained by eligible proposers from the following:

Hill International
c/o Alex Crowley
75 Second Avenue Suite 300
Needham, MA 02494

Tel: 781-738-7618

- B. Upon receipt of RFP Documents verify that documents are complete. Notify Hill International on behalf of the Town should the documents be incomplete.
- C. Immediately notify the Town/Hill International upon finding discrepancies or omissions in the RFP Documents.
- D. The RFP Documents consist of drawings and specifications published and issued by the Town of Milton. Contractors that obtain electronic or printed copies of RFP documents through any means other than the Town of Milton (including third party plan rooms), or partial or incomplete documents are at risk for any incorrect assumptions or interpretations based upon differences between obtained electronic and/or incomplete documents and the documents issued by the Town of Milton.
- E. RFP Documents are made available only for the purpose of obtaining proposals for this project. Their use does not grant a license for any other purposes.

1.02 DOCUMENT INSPECTION

- A. A copy of the RFP Documents and instructions may be examined at the following locations after 12:00 pm on April 19, 2023 at the following location:

Hill International
75 Second Avenue, Suite 300
Needham, MA 02494
Tel: 617-778-0900
- a. The Owner requires all proposers seeking access to inspect the RFP documents to make prior arrangement for access by calling the number above not less than 2 hours prior.

1.03 PROPOSER INQUIRIES / ADDENDA

- A. Proposers shall promptly notify the Town of Milton via the contact information below of any ambiguity or inconsistency which they may discover upon examination of the Documents, the site and local conditions.
- B. Any questions regarding the intent or meaning of the drawings or specifications (Requests for Information) shall be submitted in writing via e-mail or mail by the Proposers to the Town of Milton c/o Hill International prior to 5:00 pm May 11, 2023.
 1. Verbal inquiries will be rejected, and any verbal responses to inquiries are not binding on any party.
 2. Direct all questions and inquiries to the Town of Milton at the following contact:

Alex Crowley, Hill International, Owner's Project Manager
Telephone: (617)849-0496
Email: AlexCrowley@hillintl.com
- (All inquiries regarding the content of the drawings or specifications that affect all Proposers shall be in written form – no verbal responses will be provided.)
- C. Addenda may be issued during the prior to the proposal deadline. All Addenda become part of the Contract Documents. Include resultant costs in the Proposal Amount.

1.04 ADDENDA

- A. The Town shall arrange as addenda, which shall become a part of the contract and specifications, all questions so received by the deadline of May 11, 2023, with his decision regarding each, and the Town shall send a copy of these addenda to the Proposers who are on record as having received drawings and specifications from the Town in the Request for Proposals, on or prior to May 18, 2023.
- B. The Owner is not responsible for timely delivery of these addenda, and Proposers and Sub-contractors alike must satisfy themselves that they have obtained all addenda.
- C. Copies of addenda will be made available for inspection at the location listed above where RFP Documents are on file.

1.05 EXISTING CONDITIONS

- A. All Proposers are required to examine the project site before submitting a proposal.
- B. Prior to submitting a proposal, the Contractor, at his expense and with permission of the Owner, may make his own subsurface investigations to satisfy himself with the site and subsurface conditions.
- C. Proposers are required to submit their proposals upon the following express conditions, which shall apply to and become part of every proposal received:
 1. Proposers must satisfy themselves by personal examination of the location of the proposed work and by such other means, as they may desire, as to actual conditions and requirements of the work.
 2. No consideration will be granted for any alleged misunderstanding of the material, article, or piece of equipment to be furnished or work to be done; it being understood that the tender of a proposal carries with it the agreement to all items and conditions referred to herein or indicated in the contract documents.

1.06 PRE-PROPOSAL CONFERENCE

- A. A pre-proposal conference has been scheduled for 9AM Thursday May 4, 2023 at the proposed site, Access Road near Randolph Avenue and Reed Street, Milton, MA 02186. Inclement weather date will be 9 AM Friday May 5, 2023.
- B. All Proposers, subcontractors, and suppliers are invited to attend.
- C. Summarized minutes of this meeting will be circulated to attendees. These minutes will not form part of the Contract Documents. Any revisions to the documents resulting from discussions at the meeting will be incorporated by Addendum.
- D. Information or modifications relevant to the RFP Documents will be recorded in an Addendum and issued to RFP recipients.

END OF SECTION

SECTION 00 21 16

INSTRUCTIONS TO PROPOSERS

PART 1 GENERAL

1.01 PROPOSAL SUBMISSION REQUIREMENTS

- A. Proposals will be accepted until 2:00 PM on date: May 26, 2023. at the following address:
Hill International
c/o Paul Kalous
75 Second Ave. Suite 300
Needham, MA 02494
- B. If mailed, proposals must arrive at the address listed above prior to the deadline stated.
- C. Late proposals will not be considered. Proposer may be asked to make an in-person presentation to the Evaluation Committee, if deemed necessary.
- D. Proposers may correct, modify, or withdraw his/her proposal by written notice received by the Owner at the address listed above prior to the time and date designated above for the opening of the non-price Proposals. After the deadline for submitting proposals has past, a proposer may not change the price or any other provisions of his/her proposal in a manner prejudicial to the interest of the Owner or fair competition. The Owner, at its discretion, may waive minor informalities or allow the proposer to correct them.
 - 1. The Owner may permit a proposer to withdraw a proposal if a mistake is clearly evident on the face of the document but the intended correct offer is not similarly evident.
- E. Proposal Forms: All proposals must be submitted on Forms provided herein or on a facsimile thereof which provides the same Information, similarly organized, and assurances as requested on the provided Forms.
- F. Proposers shall submit:
 - I. One(1) USB thumb drive containing two separate files; one for Qualifications Submittal, and one for the Price Submittal.
 - II. Two (2) separate, clearly marked, sealed envelopes; one for the Qualifications Submittal, and one for the Price Submittal. The following Information must appear on each envelope:
 - 1. Proposer's Name
 - 2. Designation of either "Non-Price Technical Proposal" or "Price Proposal" as appropriate per the following.
- G. One envelope shall be marked "NON-PRICE TECHNICAL PROPOSAL FOR MODULAR CONSTRUCTION OF THE MILTON ANIMAL SHELTER" and contain one (1) original and one (1) copy containing required signatures and/or seals of the Non-Price Proposal.
 - 1. The Non-Price Technical Proposal shall contain the following minimum Information:
 - a. A current DCAMM Certificate of Eligibility and Update Statement for Modular/Prefabricated Construction.
 - b. A completed "Bid Bond" per form 00 43 01.10 or other acceptable security.
 - c. A completed "Proposer's Certificate of Tax Compliance" per form 00 43 01.20.
 - d. A completed "Proposer's Certificate of Labor Harmony and OSHA Compliance" per form 00 43 01.30

- e. A completed "Proposer's Certificate of Payment of Prevailing Wage" per form 00 43 01.40.
- f. A completed "Proposer's Certificate of Non-Collusion" per form 00 43 01.50.
- g. Corporations from states other than Massachusetts must submit a certificate of registration from the Massachusetts Secretary of the Commonwealth pursuant to MGL Chapter 30, Section 39L.
- h. Certification by the State Board of Building Regulations and Standards that the manufacturer and details of the proposed modular buildings meets all applicable state building and other code requirements and other government regulations.
- i. A Summary of the project scope and a detailed project schedule, identifying each element of the project scope, including shop drawing/submittal schedule, manufacture of modular units, site work including site clearing, earthwork, demolition, site improvements, delivery and placement of modulars, fit-out, start up of systems, Certificate of Occupancy date etc. Identify the durations associated with the installation of each element or facet of the project leading to a total duration and end date. Project completion/end date should target December 31, 2023 and under no circumstances more than one year from contract execution.
- j. A set of detailed plan and specifications for the proposed modular buildings. Proposals must confirm the materials and equipment to be used in the modular buildings and specified or explicitly state any exceptions or proposed substitutions utilizing the substitution request form. The plans submitted with each proposal must provide all drawings necessary to portray to the pertinent design details of the modular buildings, including:
 - 1) An Installation plan showing the proposed accurate location of the modular buildings on the property; an indication of the locations on the modular buildings at which utility service connections are proposed; and locations of existing utility services to which the proposed modular buildings will be connected. Installation plan may be confirming the location on the civil plans included in the RFP. Construction site plan to include construction storage, any mobile office, dumpster, temporary toilets, site work debris or stock piles, lay-down areas for installation of modular units, etc.
 - 2) Floor plans and details of modular units, of sufficient detail to convey conformance to the requirements of Section 13 00 00 - Modular Structures. Information shall include wall and floor finishes exterior skin, equipment included, mechanical systems, electrical and communications device locations, roofing, and trim. Provide details of site-built features including stairs, ramps, canopy roofs, and site-built connections between modular units.
 - 3) A narrative description of, and/or plans and details of structural elements including any foundation walls, or piers, slabs, floors, walls and roof, and joining of modular units to piers and to each other. Indicate specifically the pier type proposed for the project, and site preparation to be provided within the modular structure footprint, including gravel beds, mud or rat slabs, etc.
 - 4) A narrative description, catalog cut sheets, and/or plans and details of service appurtenances including electrical, plumbing, HVAC, sprinklers,

and communications systems. Include light fixtures, outlets, switches, controls, smoke detectors and other fire alarm devices, communication systems devices, and location and capacity/rating of all equipment, and fixtures. Provide project specific description of how systems will be integrated into existing building services and systems, points of connection, compatibility, and any potential problematic issues.

5) Provide a specific summary of any deviations from the requirements of these specifications and describe in detail.

- I. All warranties provided by the manufacturer or by the offer or relative to the design, manufacture, and installation of the modular buildings, including both general warranties and special warranties associated with particular components and equipment.
- m. Indication of potential manufacturing locations, by state.
- n. Certification that the proposed modular buildings comply with all building codes and Government Regulations. All designs shall be stamped by a Massachusetts registered professional engineer or architect as required by the current edition of the Massachusetts State Building Code.
- o. Letter of transmittal, signed by an individual authorized to bind the proposer contractually, certifying that the proposer will, if accepted for the contract award, execute a contract in accordance with the terms of this RFP within five (5) working days of the notice of award and will furnish to the Town of Milton a payment bond and a performance bond, each in the sum of the contract price, as required by M.G.L. c149, §44E. Technical and Price proposals shall be valid for thirty days not including weekends and holidays.
- p. On separate company letterhead, provide at least three (3) references who can attest to the successful installation in the last five (5) years of modular construction similar to that identified in this proposal. Names, addresses, electronic contact information, and office phone numbers shall be included. It is preferable that the references be from projects located in Massachusetts.
- q. A listing of all proposed sub-contractors including architects and engineers. The sub-contractors associated with the manufacture, transport, and site assembly/installation procedures must have worked on at least three (3) successfully completed contracts of similar size and scope in the last five (5) years.
- r. A summary description of your company, personnel and experience. Experience in modular facilities designed for animal accommodation, medical, food service, clean room, etc. that may have relevance to the construction of an animal shelter facility will be a plus. Please include resumes of key personnel.
- r. Non-Price Proposals will be opened in private on the above noted due date, at which time the names of firms submitting proposals will be recorded.
- s. At the opening of the Non-Price Proposals, a register of proposals will be prepared which shall be open for public inspection.

2. The second envelope shall be marked "MODULAR CONSTRUCTION OF THE MILTON ANIMAL SHELTER - PRICE PROPOSAL" and contain one (1) original and one (1) copy containing required signatures and/or seals of the Price Proposal.

- a. A firm, fixed price for construction of the Project meeting the requirements of this RFP and in accordance with the technical proposal signed by an individual authorized to bind the proposer

contractually.

- b. Any exception or requested substitution that would deduct costs from the firm, fixed price, indicated in detail. Logical substitutions that reduce cost will be entertained.
- d. A bid security in the amount of five percent (5%) of the proposed fixed price shall also be included. The deposit is to be in the form of a bank, treasurer's or certified check, or a bid bond on the form provided in this project manual, or in facsimile acceptable to the Owner, written by a surety company authorized and licensed to do business in the Commonwealth of Massachusetts and made payable to the Town of Milton.
- f. Price Proposals will be opened at a later date after the evaluation of the Non-Price Proposals.

PART 2 EVALUATION

2.01 THE EVALUATORS

- A. Evaluation and recommendation will be made by an evaluation committee appointed by the Owner for that purpose.
- B. Owner may conduct such other investigations as Owner deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of proposers, proposed design professionals, subcontractors, suppliers, and other individuals and entities to perform the work in accordance with the Contract Documents.

2.02 SELECTION CRITERIA

- A. All proposals shall be based on the Fixed Contract Amount stated in Section 00 01 02 - Project Information.
- B. Basis of Selection: The successful proposal will be the one that provides the best quality, price, and conformance to the project scope and schedule, as well as exceptional qualifications.
- C. Minimum Qualifications Required:
 - 1. Licensure of design professionals and contractor in applicable jurisdiction. This requirement is mandatory for any proposal to be considered.
 - 2. The manufacturer of the modular units must be certified by the State of Massachusetts as providing modular structures or general construction meeting all applicable code requirements.
 - 3. Minimum Experience in Similar Projects: Similar or greater in size, type, size, or scope.
 - a. Design-Builder Team: 1 project
 - b. Builder Team: 3 projects.
 - c. Design Team: 3 projects.

D. Evaluation Criteria: In evaluating proposals, the Owner will consider the following, based on the Exhibits or Tables submitted with the Proposal Form:

- 1. Proposer's timely delivery on modular or construction projects of similar size and scope in the last five (5) years.

Highly Advantageous: Minimum of a 95% timely completion.

Advantageous: 80% but less than 95% timely completion

Not Advantageous: 50% but less than 80% timely completion

Unacceptable: Below 50% timely completion

2. Proposer's adherence to price proposals as measured by change orders (not initiated by awarding authority) on modular construction projects of similar size and scope in the last five (5) years.

Highly Advantageous: 100% of projects aggregating no more than 2% change orders (not initiated by awarding authority) above the total contract price

Advantageous: 100% of projects aggregating more than 2% but less than 5% change orders (not initiated by awarding authority) above the total contract price

Not Advantageous: 100% of projects aggregating 5% or more change orders (not initiated by awarding authority) above the total contract price

3. Customer references for on modular construction projects of similar size and scope in the last five (5) years.

Highly Advantageous: All references highly favorable

Advantageous: References generally favorable but with some reservations

Not Advantageous: References good but material reservations noted

Unacceptable: One or more unfavorable references

4. Quality of work as measured by the number of call backs, i.e., visits to the work site because material corrective action required, after substantial completion of the project on modular construction projects of similar size and scope in the last five (5) years.

Highly Advantageous: No more than two (2) call backs on any single project.

Advantageous: Three (3) or more but less than six (6) call backs on any single project.

Not Advantageous: Six (6) or more call backs on any single project.

5. Ability to meet or exceed quality standard in the specifications

Highly Advantageous: Proposal meets all or most of the requirements set forth in the specifications, either by providing the material named or substituting materials of equal or better quality.

Advantageous: Proposal meets a majority of the requirements set forth in the specifications, either by providing the material named or substituting materials of equal or better quality.

Not Advantageous: Proposal meets some of the requirements set forth in the specifications, either by providing the material named or substituting materials of equal or better quality.

E. A "short list" of the top three ranked firms will be determined and ranked in order by the Awarding Authority and its designees in accordance with the criteria listed above.

1. Selection process:

- a. Proposals will be evaluated based upon the evaluation criteria set forth and will then be ranked in order of qualification. This further review and evaluation may include Interviews or the opportunity to provide additional information to the reviewers.
- b. Evaluation of Price Proposals will be based on Price Proposal Form information.

2. The Awarding Authority reserves the right to request further Information from the three (3) highest ranked proposers. The Awarding Authority will determine the most advantageous proposal from a responsible, responsive, and eligible proposer, taking into consideration both price and ratings on the evaluation criteria contained in this section.

3. The evaluation of proposals and determination of the most advantageous proposal shall be made in accordance with M.G.L. Chapter 149, Section 44E(4).

4. The Awarding Authority reserves the right to reject all Proposals, if it is in the public interest to do so.

F. Proposal Exhibits: Indicate responses to criteria in a tabular form that directly responds to the Evaluation Criteria. Submit photographs of completed projects, drawings, specifications, and other data of form and character sufficient to adequately explain the design intent and the character of the proposed construction and cross reference this material to the tables responding to the Evaluation Criteria.

PART 3 TERMS AND PROCEDURES

3.01 QUESTIONS

- A. All questions about the meaning or intent of the Documents are to be directed to the Owner's RFP Consultant at the address indicated in Section 00 11 13 – Request for Proposals.
- B. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda faxed or mailed to all parties recorded by Owner as having received the Proposal Documents.
- C. Proposers may arrange for courier delivery at their own expense.
- D. Questions received later than the date indicated in Section 00 11 13 – Request for Proposals may not be answered.
- E. Only questions answered by formal written Addenda will be binding; oral and other interpretations or clarifications will be without legal effect.
- F. Addenda may also be issued to modify the Proposal Documents as deemed advisable by the Owner.

3.02 BRIEFINGS

- A. Representatives of the Owner will be present to discuss the project.
- B. Owner will transmit to all prospective proposers of record such Addenda as the Owner considers necessary in response to questions arising at the conference.
- C. Oral statements made at briefings may not be relied upon and will not be binding or legally effective.

3.03 EXAMINATION OF CONCEPTUAL DOCUMENTS AND SITE

- A. It is the responsibility of each proposer, before submitting a proposal, to:
- B. Examine the Proposal Documents thoroughly.
- C. Visit the site to become familiar with and satisfy the proposer as to the general, local, and site conditions that may affect cost, progress, or performance of the work.

- D. Consider federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
- E. Study and carefully correlate the proposer's knowledge and observations with the Proposal Documents and other related data.
- F. Promptly notify the Owner of all conflicts, errors, ambiguities, and discrepancies which the proposer has discovered in the Proposal Documents.

3.04 SUPPLEMENTARY INVESTIGATIONS

- A. Before submitting a proposal each proposer will be responsible for obtaining such additional or supplementary examinations, investigations, explorations, tests, studies, or data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise, which may affect cost, progress, or performance of the work, or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by the proposer and safety precautions and programs incident thereto, or which the proposer deems necessary to prepare its proposal for performing the work in accordance with the time, price, and other terms and conditions of the Contract Documents.

3.05 WORK AT SITE BY OTHERS

- A. See Section 01 10 00 for identification of the general nature of work that is to be performed at the site by Owner or others (such as utility companies) that relates to the work for which a proposal is to be submitted

3.06 CONTRACT TIME

- A. The time within which the work is to be completed will be incorporated into the Agreement.
- B. The apparent successful proposer will be required to satisfy Owner that it will be able to achieve Substantial Completion and final completion within the designated times.
- C. The manufacturing time is understood to vary from fabricator to fabricator and potentially impact the fixed price. Variation of fabrication schedule that may result in a lower price with all scope being identical, may be submitted on a duplicate proposal form indicating a revised duration.

3.07 PROPOSAL FORM

- A. Proposal Form: The Proposal Form is included in the Proposal Documents; additional copies may be obtained from the Owner.
- B. All blanks on the Proposal Form must be completed by printing in blue ink or by typewriter.
 - 1. In addition to signatures, names must be typed or printed in black ink.
 - 2. The address, telephone number, fax number, and email address for communications regarding the proposal must be shown.
- C. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
 - 1. The official address of the partnership must be shown below the signature.
- D. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary.

1. The corporate address and state of incorporation must be shown below the signature.
2. If the proposer is an out-of-state corporation, evidence of authority to conduct business in the state where the work is to be performed must be attached.

E. The Proposal Form shall contain an acknowledgement of receipt of all Addenda, the numbers of which must be filled in on the Proposal Form.

F. Please note alternates listed for pricing in the Proposal Form.

3.08 NON COST PROPOSAL EXHIBITS

- A. See the paragraph F of 2.02 of this section for Exhibits that must be attached to or submitted with each Proposal.
- B. All materials submitted will become the property of the Owner.
- C. Owner reserves the right to publish or display publicly all exhibits.

3.09 DISQUALIFICATION

- A. Any proposer may be disqualified due to breach of proposal procedures, modification of proposal after submission, or withdrawal of proposal after submission.
- B. Disqualification will result in forfeiture of proposal security.

END OF SECTION

SECTION 00 42 00

PRICE PROPOSAL FORM

1.01 THIS FORM TO BE SUBMITTED AS PART OF THE PRICE PROPOSAL.

1.02 PROJECT IDENTIFICATION

- A. Project Identification: Modular Construction of the Milton Animal Shelter, located at:
Access Road, Milton, MA 01890
- B. Proposal To: Town of Milton.
- C. Proposal From: _____.

1.03 PROPOSER'S OBLIGATIONS AND REPRESENTATIONS

- A. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the Owner in the form included in the RFP Documents to perform all Work as specified or indicated in the RFP Documents, for the Contract Price, and within the Contract Times specified in this Proposal, in accordance with all other terms and conditions of the Contract Documents.
- B. The Proposal will constitute one of the Contract Documents; except for provisions that contradict the requirements of the Conceptual Documents and that are not specifically accepted by the Owner prior to execution of the Agreement.
- C. The undersigned certifies that he/she has read this Request for Proposal and has carefully examined all specifications and requirements therein. The undersigned further certifies that prior to occupancy, the proposed modular units will comply with all the specifications of this Request for Proposal and that the proposer is an eligible proposer as defined in this Request for Proposal. The undersigned acknowledges that the Town of Milton may reject any and all proposals and waive any minor deviations if it is deemed to be in the best interest of the Town of Milton. The Proposer fully understands that time is of the essence and that the Modular structures will be obtained from existing fabricated boxes if possible.
- D. The undersigned agrees to perform the work associated with the modular classrooms herein specified in this Request for Proposal as follows:
 1. The undersigned proposes to furnish all labor and materials required for the transport, site assembly/installation, removal and all services required to complete and deliver the Milton Animal Shelter, Milton, MA ready for use and occupancy by the Town of Milton, and including related site demolition, compliance to conservation commission order of conditions, site work including grading, excavation, new site paving and retaining walls, the construction of a connection canopy roof, stairs and ramps as indicated on the RFP documents and the drawings included in the Non-Price Proposal.
 2. The undersigned agrees to furnish all labor to transport, complete site work, utility connections, piers, miscellaneous modifications to the site and interior of the building, assembly/installation of modular units at the site necessary to make the bulding ready for use and occupancy..
- E. This Proposal will remain subject to acceptance for 30 days after the day of Proposal opening.

F. In submitting this Proposal, the Proposer represents and agrees, as more fully set forth in the Agreement, that:

1. The Proposer has examined and carefully studied the Proposal Documents.
 - a. Addendum No. ___, dated ____.
 - b. Addendum No. ___, dated ____.
 - c. Addendum No. ___, dated ____.
2. The Proposer has visited the site and become familiar with the general, local, and site conditions that may affect cost, progress, and performance of the work.
3. The Proposer is familiar with all applicable federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
4. The Proposer has carefully studied all data relating to existing surface and subsurface conditions and structures which has been identified or made available by Owner.
5. The Proposer is aware of the general nature of the work to be performed by the Owner and other at the site that relates to the work for which this Proposal is submitted.
6. The Proposer has correlated the information known to the Proposers, information and observations obtained from visits to the site, reports and drawings identified in the RFP Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Conceptual Documents.

1.04 CONTRACT PRICE

A. The Proposer will complete the work in accordance with the contract documents for the following price (enter price in both words and figures):

1. Base Installation/Purchase Costs: (Identify cost in both written text and numerical value)
Lump Sum of _____

Base Lump Sum Cost: (\$ _____)

2. Indicate of this Base Lump Sum Cost the breakdown between the Civil Site Work Specified and the Modular Design and Construction:

- a. Civil Site Work: _____
- b. Modular Design/Fabrication/Installation (all other work) _____.

B. Price Alternate 1: Add a pop-up that extends from the waiting area, over the exterior main entrance forming a canopy over the entrance. A window will be in the rear dormer over the waiting area. (Refer to A2.01 Modular Building Concept Elevation 1) The Proposer will complete the work in accordance with the contract documents for the following price (enter price in both words and figures):

1. Add to the Base Installation/Purchase Costs: (Identify cost in both written text and numerical value)
Lump Sum of _____

Alt. 1 Lump Sum Cost: (\$ _____)

C. Price Alternate 2: Add a pop-up that is 8 ft. by 8 ft. in size, with a window in each dormer end located above the waiting room area similar to shown, visible from the driveway entrance as on Modular Concept Elevation 2) The Proposer will complete the work in

accordance with the contract documents for the following price (enter price in both words and figures):

1. Add to the Base Installation/Purchase Costs-: (Identify cost in both written text and numerical value)
Lump Sum of _____

Alt. 2 Lump Sum Cost: (\$ _____)

D. Price Alternate 3: Deduct concrete walks and curbs granite curbs and install asphalt walks and curbs where concrete is shown on the exterior civil plans. The Proposer will complete the work in accordance with the contract documents for the following price (enter price in both words and figures):

1. Deduct to the Base Installation/Purchase Costs-: (Identify cost in both written text and numerical value)
Lump Sum of _____

Alt 3 Lump Sum Cost: (minus \$ _____)

Unit Costs: Please furnish unit costs per cubic yard of the following for materials that could not be calculated based on the civil sitework specifications and geotechnical report:

Ledge Removal for Trenches quantity assumed:

Ledge Removal for trenches cost per cubic yard:

General Ledge Removal quantity assumed:

General Ledge for removal cost per cubic yard:

Import of clean fill quantity assumed:

Import of clean fill cost per cubic yard:

1.06 CONTRACT TIMES

A. The proposer agrees that the installation of the Modular units and all related site work and improvements shall be substantially complete in accordance with the Agreement within a duration of _____ calendar days of award.

1.07 PROPOSAL ATTACHMENTS:

A. The following documents are attached to this proposal, as required by the RFP:

1. Document 00 43 01.10 - Bid Bond (or other acceptable Bid Security) - attached to Price Proposal.
2. Document 00 43 01.30 – Proposer's Certificate of Labor Harmony and OSHA Compliance
3. Document 00 43 01.40 – Proposer's Certificate of Payment of Prevailing Wage
4. Document 00 43 01.70 – Performance Bond
5. Document 00 43 01.80 – Payment Bond
6. Certificate of Corporate Registration from the Massachusetts Secretary of the Commonwealth (required for out-of-state corporations only)
7. Certificate of Eligibility DCAMM Form CQ7
8. Completed DCAMM Update Statement, Form CQ3

1.08 CERTIFICATIONS

A. The undersigned certifies that the said "person" is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Chapter 29, Sec. 29F, or any other applicable debarment provision of any other Chapter of the General Laws, or any rule or regulation promulgated hereunder. Additionally, the undersigned is not presently debarred by any Agency of the Federal Government.

1.09 SUBMITTED BY (PROPOSER TO FILL IN ALL BLANKS)

A. Name of Proposer - Company Name _____

B. Signature of person signing Form: _____

C. Title of Person signing Form: _____

D. Printed name of person signing Form _____

E. Address of Proposer Company _____

F. Phone number _____

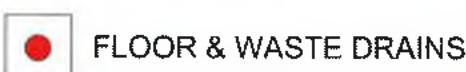
G. Email Address of person signing form: _____

NOTE:
THIS STAIR MAY BE
LOCATED OUTSIDE
OF EXTERIOR DOOR

ROOM LEGEND



GENERAL LEGEND



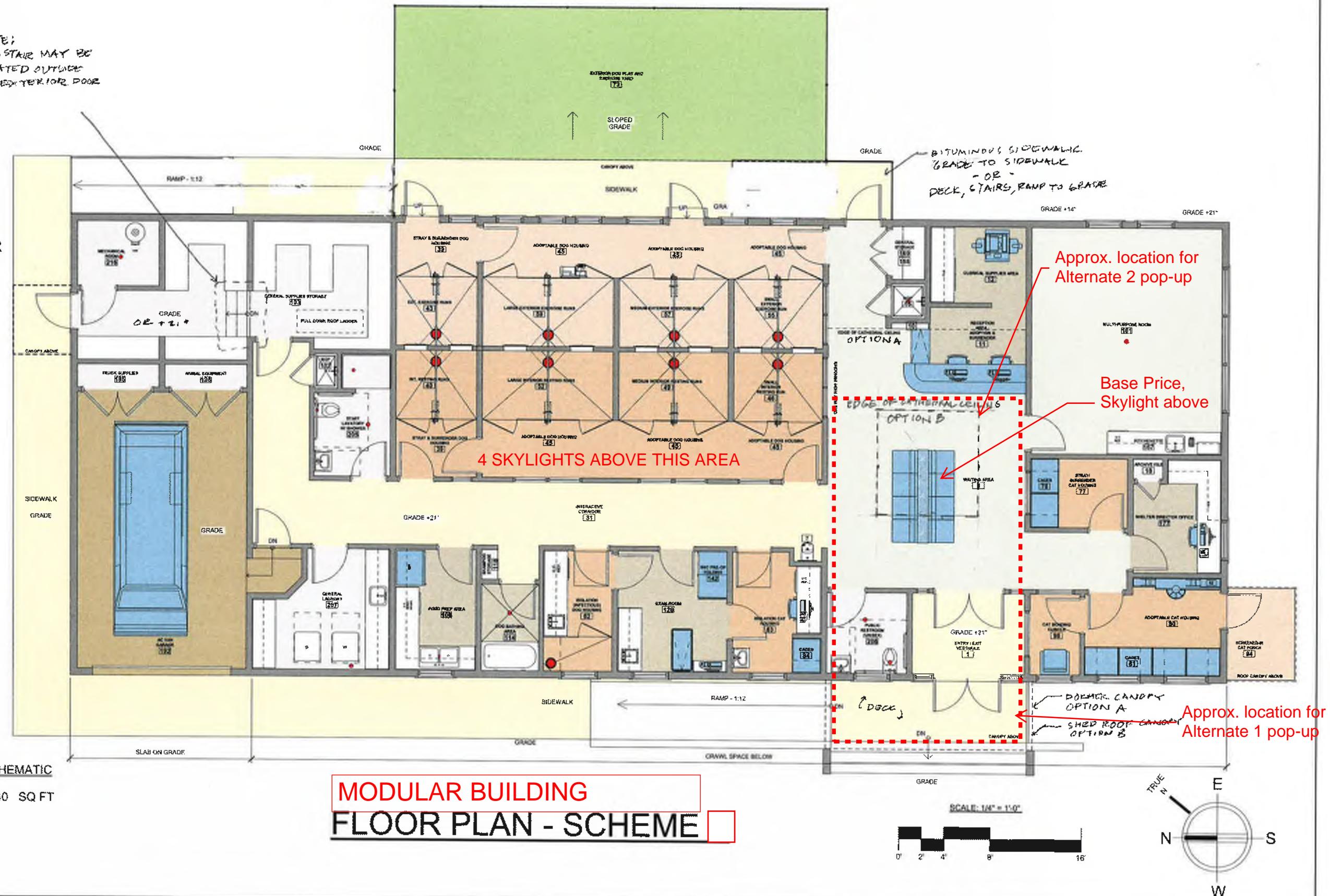
PROJECT AREAS

PROGRAMMED

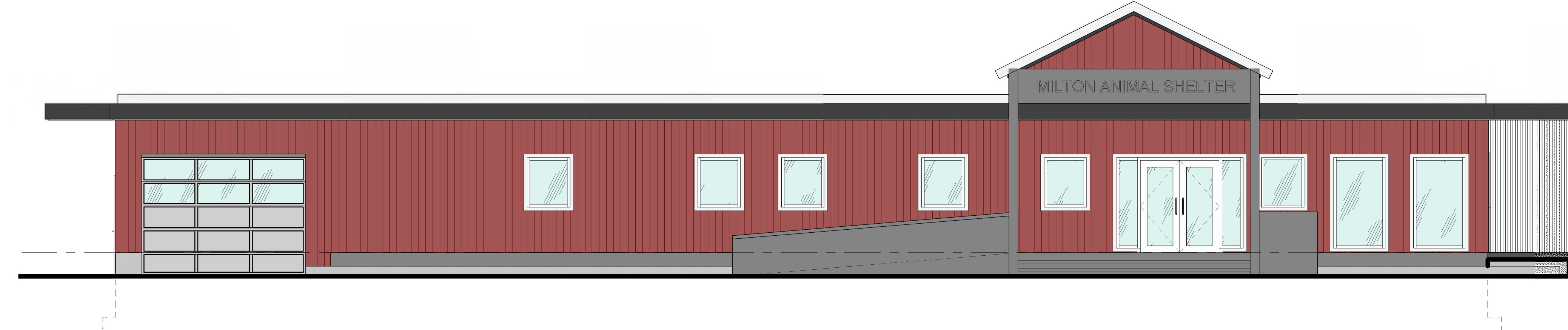
SCHEMATIC

BUILDING : 3,801 SQ FT

4,040 SQ FT

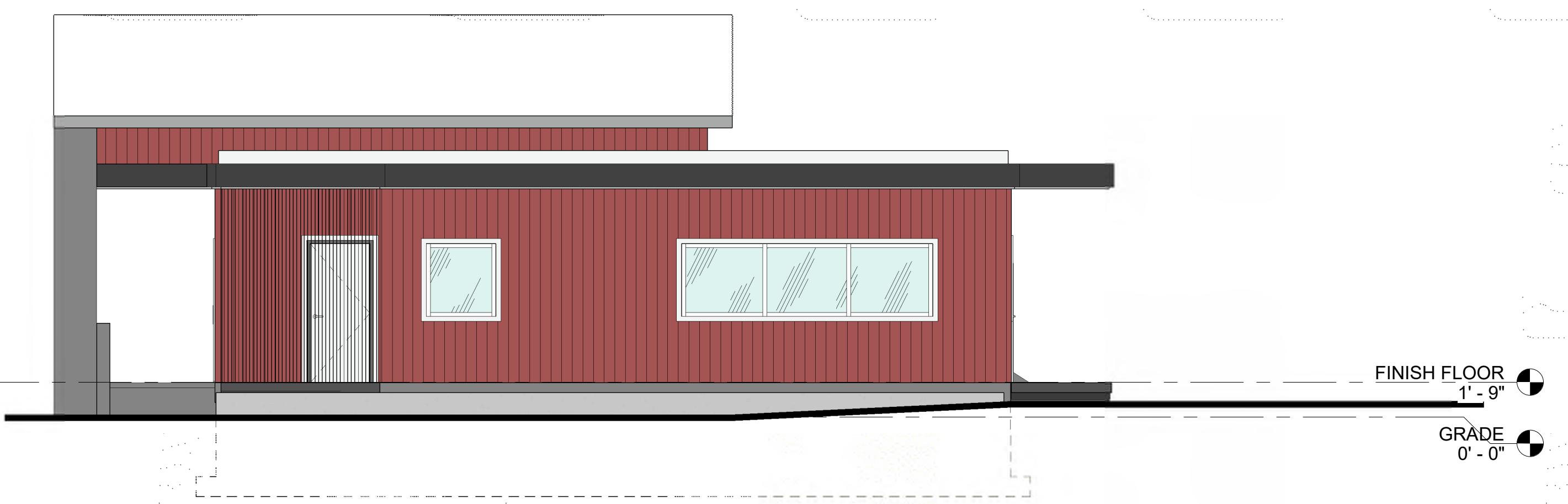


MILTON ANIMAL SHELTER A1.00

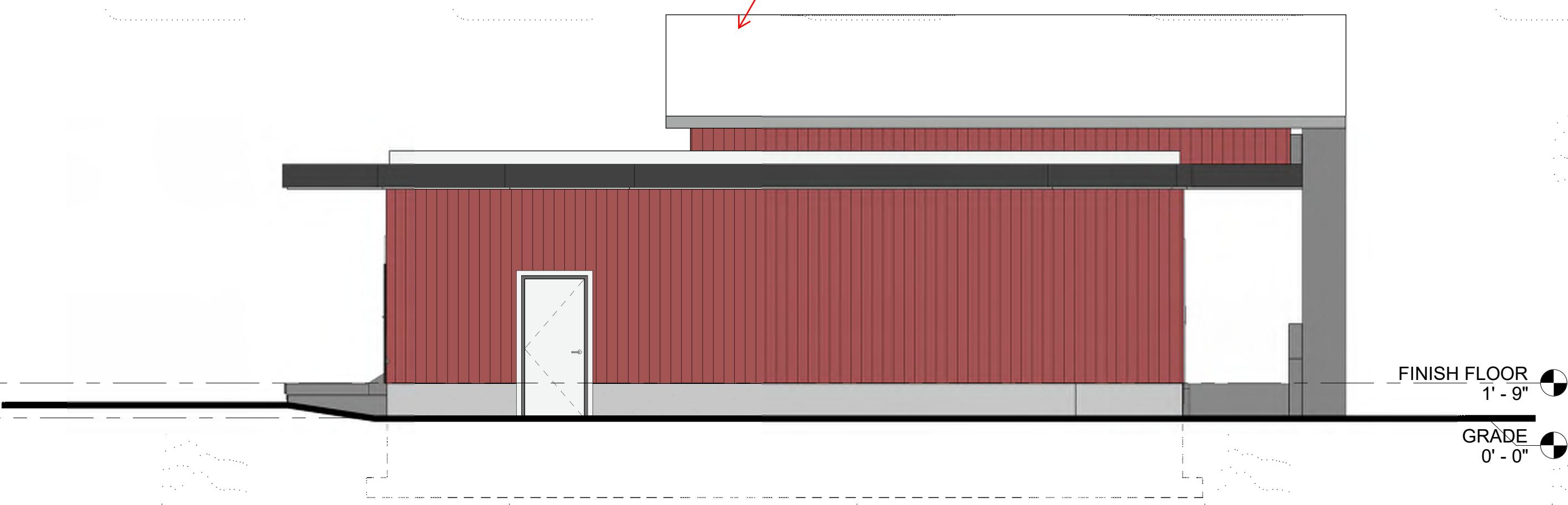


NORTH ELEVATION

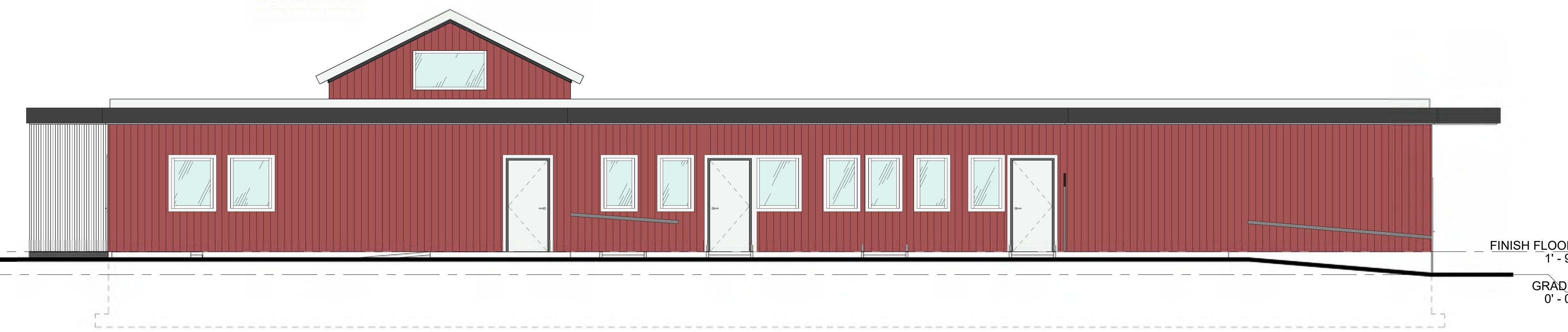
Alternate 1 Pop-up
concept (typical)



WEST ELEVATION - OPTION A



EAST ELEVATION - OPTION A



SOUTH ELEVATION

Note: This drawing indicates the desired general appearance of the building. Door and window locations are approximately aligned with the desired floor plan.

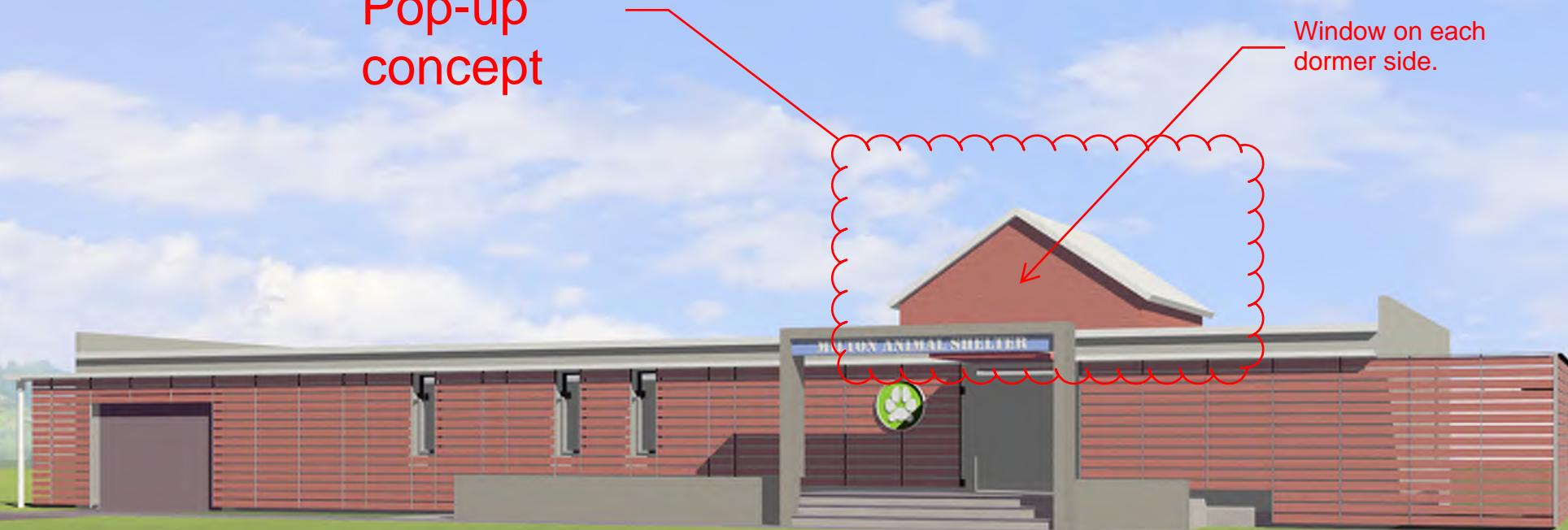



MILTON ANIMAL SHELTER

A2.01

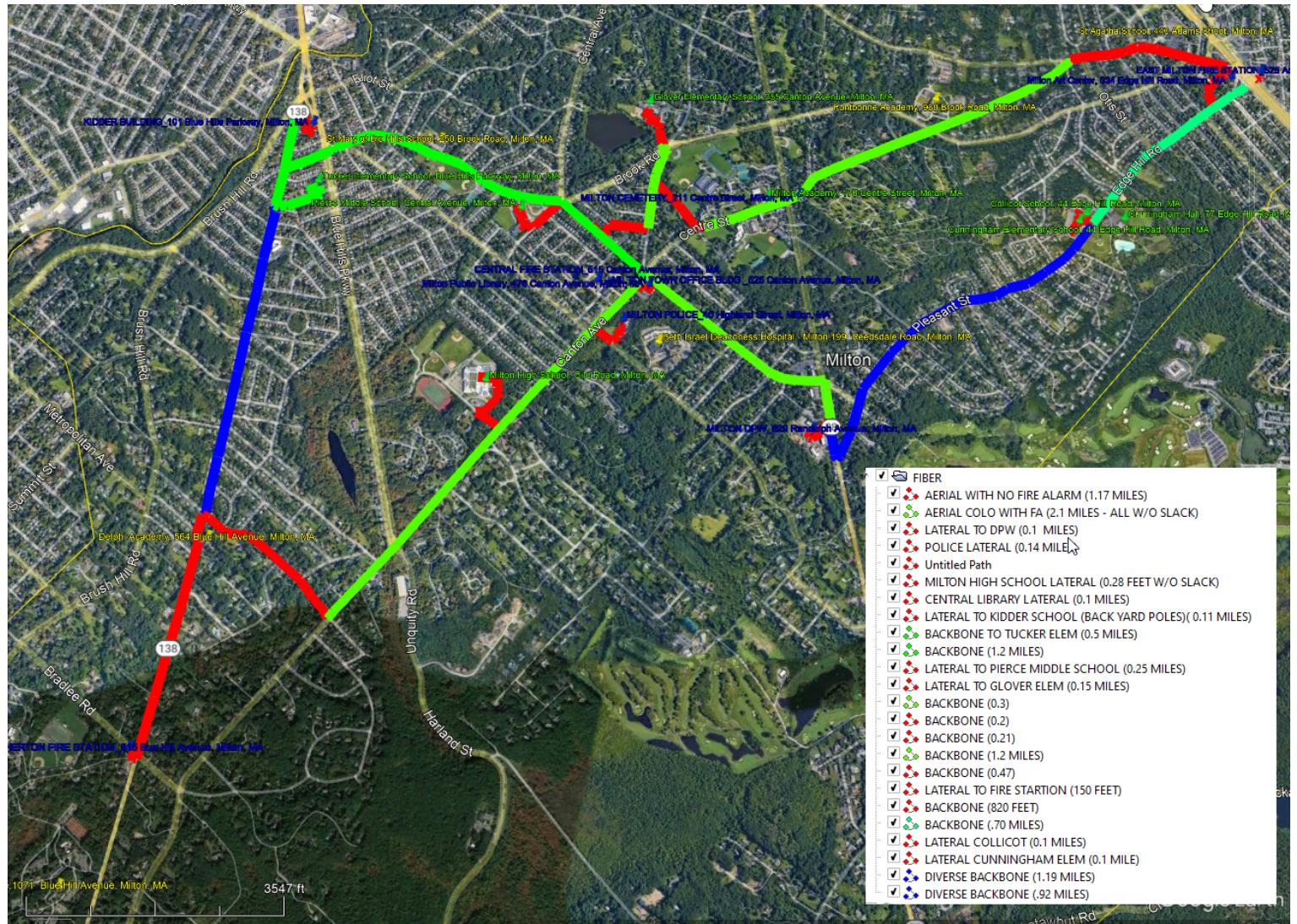
Modular Concept Elevation A2.02

Alternate 2
Pop-up
concept





Town I-Net proposed Route Map





PUBLIC MEETING NOTICE
OFFICE OF THE MILTON TOWN CLERK

In conformity with the provisions of Chapter 30A, §20, Massachusetts General Laws, I hereby file notice that a meeting of the:

BOARD/COMMITTEE: ZONING BOARD OF APPEALS

DATE: MONDAY, APRIL 24, 2023

TIME: 7:00 PM

ZOOM LINK:

<https://us02web.zoom.us/j/81169662170?pwd=b09qanpZSWE3dnIMQ25Zc0J2VWk4Zz09>

DIAL IN #: 1-929-205-6099

MEETING ID: 811 6966 2170

PASSCODE: 813532

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 03/31/2023 08:53 am

Posting Authority

AGENDA

(Must be included at time of posting)

(On March 29, 2023, Governor Maura Healey signed a supplemental 2023 budget bill that includes a majority of her proposed "immediate needs" bond bill as well as extensions of pandemic-related authorizations related to public meetings. The new law extends to pandemic-related authorizations that were set to expire on March 31, thereby:
Allowing remote and hybrid meeting options for public bodies through March 31, 2025
Allowing remote and hybrid participation options for representative town meetings through March 31, 2025.)

7:00 PM- 944 Canton Ave- Renew special permit and variance to buy, sell, exchange, or assemble second-hand motor vehicles or parts thereof at Milton Auto Repair

7:30 PM- 133 Brook Rd- Applicant seeking special permit to modify the hours of operation at Milton Food Mart

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.

TOWN OF MILTON BOARD OF APPEALS
525 CANTON AVENUE
MILTON, MA 02186
617-898-4924



6/5/23

This is to certify that twenty days have elapsed since the filing of the Decision relative to 944 Canton Ave with the Town Clerk on 5/15/23 and no appeals have been filed, therefore, this Decision has become final.

Susan M. Galvin

Susan Galvin, Town Clerk

Date Decision Filed: 5/15/23

Case #2808

2808

RECEIVED
OFFICE OF TOWN CLERK
MILTON, MA

2023 MAY 15 AM 11:02

TOWN OF MILTON

Decision of the Board of Appeals as Constituted Under Chapter 40A
of the General Laws of Massachusetts and

Section IX of Chapter 10

of the General Bylaws of the Town of Milton

Upon the Application of Rawad Boumjahed d/b/a RBM Motor Masters, Inc.

dated March 15, 2023

I. Procedural Background

A public hearing was held on April 24, 2023 by remote participation through Zoom video and teleconference in accordance with applicable laws upon the application (the Application) pursuant to notice duly given according to law and the Rules of the Board of Appeals, upon the application of Rawad Boumjahed d/b/a RBM Motor Masters, Inc. (the "Applicant"), of 944 Canton Avenue, Milton, dated March 15, 2023, for a Use variance from the provisions of Section III-A of the Bylaw and a Special Permit under Section IV-A to authorize the Applicant to buy, sell and exchange used automobiles as an ancillary use to the automobile repair business operated under a Class 2 license issued by the Select Board pursuant to M.G.L. c. 140 §58(c).

The Applicant leases the facility at the Property from Stephen Wells, Trustee of Blue Hill Auto Supply Realty Trust. The property is located in a Residence B district but contains a compound of three buildings used for pre-existing non-conforming uses consisting of a gasoline station, an outdoor equipment sales and maintenance facility (944 Canton Avenue), a single family dwelling (942 Canton Avenue) and the automobile repair and concierge service operated by the Applicant as tenant (940 Canton Avenue). Section IV prohibits the extension of a pre-existing non-conforming commercial use without a special permit.

The Applicant appeared on his own behalf.

Present at the hearing were John S. Leonard, Chairman, Michael R. Brown, Member and Kathleen M. O'Donnell, Member. The members of the Board are familiar with the Property and the surrounding environs.

I: The Public Hearing

No one appeared in opposition. A neighbor, John David Corey requested that the Board impose a prohibition against parking but it was determined by the Board that the area in question was not leased to the Applicant or under his control. No correspondence either in favor or in opposition to the application.

III. The Decision

By Decision dated March 11, 2019, the Applicant received the Board's approval to expand the pre-existing nonconforming use to include the concierge service conducted by the

A TRUE COPY ATTEST

Susan M. Kelvin

TOWN CLERK

4/2023

Applicant. This expanded use was approved by a Special Permit also dated March 11, 2019 (the "2019 Special Permit"). Condition 5 of the 2019 Special Permit stated that it would "terminate after three (3) years unless extended by the Board of Appeals upon application for renewal filed prior to the expiration of such initial term". Due to inadvertence, an application for renewal was not filed with the Board of Appeals prior to March 11, 2022 and therefore the 2019 Special Permit expired.

The Board discussed the application for the new Special Permit in open session. The Board noted that since the date of the 2019 Special Permit, no complaints had been received regarding the operation of the concierge service. It was the consensus of the Board that the application had merit and that a grant of relief would continue a commercial operation that has not had detrimental impact on the neighborhood. The Board also took notice that no person spoke to object or submitted any written objection to the proposed Special Permit and that the only question raised related to parking enforcement actually affected adjacent property not under the control of the Applicant.

Therefore, taking all the specific facts and circumstances into consideration, as well as continuing to impose the conditions contained in the 2019 Special Permit, the Board has reached the following conclusions:

- (a) That the Applicant's continued nonconforming use of the premises has not and will not result in any increase in traffic to and from the site;
- (b) That given the tailored operation of the concierge service, the Applicant's use will not cause any substantial detriment to the neighborhood and that allowing such use for a limited time during which the Applicant is a tenant at the property and subject to other mitigating conditions to be imposed by the Board, will not be substantially detrimental to the public good and will not derogate from the intent or purpose of the Zoning Bylaw; and
- (c) There is no nearby real estate which in the opinion of the Board will be substantially adversely affected.

Therefore, the Board of Appeals by unanimous vote hereby votes to continue the expanded use of the pre-existing non-conforming use in the Special Permit attached hereto and subject to the conditions stated therein.

Ymws

Issued by the Board of Appeals this 15th day of May, 2023

DocuSigned by:

John S. Leonard, Esq.

1E9272EDE41344...

John S. Leonard, Chairman

DocuSigned by:

Michael Brown, Esq.

1E9272EDE41344...

Michael R. Brown, Member

Kathleen M. O'Donnell

Kathleen M. O'Donnell, Member

KMS

TOWN OF MILTON

SPECIAL PERMIT TO EXPAND PRE-EXISTING NONCONFORMING USE

TO: Rawad Boumjahed d/b/a RBM Motor Masters, Inc. ("Applicant")
944 Canton Avenue ("Property")
Milton, MA 02186

Upon your application dated March 15, 2023 requesting a new Special Permit pursuant to the terms of Section III-A and Section IV of the General Bylaws (the Zoning Bylaws) of the Town of Milton so as to operate a concierge service buying automobiles for customers of your auto repair business and to replace the Special Permit issued by the Board of Appeals on March 11, 2019 which expired by its terms on March 11, 2022:

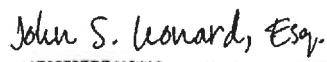
1. Permission is hereby granted to the Applicant to operate a "concierge" automobile purchasing business under a Class 2 dealer license pursuant to M.G.L. c. 140 § 58 at the premises known and numbered as 944 Canton Avenue, which the Applicant occupies as a tenant.
2. Permission under this Special Permit is strictly limited to the pre-approved purchase and ancillary short-term storage of automobiles at auction or on-line for resale to customers who have ordered the same,
3. The Applicant is prohibited from purchasing, storing and selling vehicles for resale on its own account. The Applicant is prohibited from advertising on site and from posting "For Sale" signs or signs advertising the availability and price of any vehicles.
4. Permission shall be limited to the terms of your occupancy of the Property as a tenant and in accordance with the provisions of a Class 2 license issued by the Select Board under G.L. c. 140 §58(c).
5. Such permission shall terminate after three (3) years, unless extended by the Board of Appeals upon application for renewal filed prior to the expiration of such term.
6. These conditions may be amended or altered or other conditions may be imposed at any time and from time to time by the Board of Appeals after notice and hearing.

Property: 940-944 Canton Avenue, Milton, MA 02186

Yours

Issued by the Board of Appeals this 15th day of May, 2023

DocuSigned by:


John S. Leonard, Esq.

John S. Leonard, Chairman

DocuSigned by:


Michael R. Brown, Esq.

Michael R. Brown, Member



Kathleen M. O'Donnell, Member

Board of Appeals



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

JOHN E. KING
CHIEF OF POLICE

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 blue ink that reads "Charles M. Caputo".

Charles M. Caputo

Lieutenant

Milton Police Department



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 DBA Milton Auto Repair

Business Location: 944 Canton Ave, Milton MA

Business Telephone #: 508-466-1000

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

Contact Person: Ramad Bournjahed (Rob)

Emergency Telephone #: 508-466-1000 (cell)

Email: [REDACTED]

Second Emergency Contact Person: [REDACTED]

Second Emergency Telephone #: [REDACTED]

FID # or SS: 464-84-7720

****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)**



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 ^{DBA} _{Milton Auto Repair} [REDACTED]
Business or Corporate Name Social Security or Federal Identification #

944 Canton Ave [REDACTED]
Address Town Milton State MA Zip 02186

[REDACTED] 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 [REDACTED]

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

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required." Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street
Boston, MA 02114-2017

Tel. # 617-727-4900 ext. 7406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

Licenses granted under the following section shall be classified as follows:

Section 57. License; When Required; Report of Sales

No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is

financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof or allow any property under his control to be used as a place of sale or display of motor vehicles without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles, and to any person engaged in the business of leasing or renting motor vehicles and who, as an incident to such business, sells or offers to sell any such lease or rental vehicle to the public. All sales of second-hand motor vehicles or part thereof made by any person referred to in this section shall be reported weekly to the registrar of motor vehicles on such forms as may be prescribed by him.

Section 58: Classes

Section 58. (a) Licenses granted under sections 59 and 59A shall be classified in accordance with subsections (b) to (d), inclusive.

(b) Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter applicable to holders of licenses of Class 2, except subsection (c), and to rules and regulations made under those provisions; and provided further, that such dealer maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section 7N 1/4 of chapter 90, and shall remain liable for all warranty repairs made and other obligations imposed by said section 7N 1/4 of said chapter 90.

(c) Class 2. A person whose principal business is the buying or selling of second hand motor vehicles, a person who purchases and displays second hand motor vehicles for resale in retail transactions, and any other person who displays second hand motor vehicles not owned by him pursuant to an agreement in which he receives compensation, whether solely for displaying the vehicles, upon the sale of each vehicle, or otherwise, may be granted a used car dealer's license and shall be subject to the following conditions:

(1) The person shall obtain a bond, or equivalent proof of financial responsibility as described in paragraph 5, and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth. The bond or its equivalent shall be for the benefit of a person who purchases a vehicle from a Class 2 licensee, and who suffers loss on account of:—

for (i) the dealer's default or nonpayment of valid bank drafts, including checks drawn by the dealer for the purchase of motor vehicles;

vehicle (ii) the dealer's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor title certificate free and clear of any prior owner's interests and all liens except a lien created by or expressly assumed in writing by the buyer of the vehicle;

(iii) the fact that the motor vehicle purchased from the dealer was a stolen vehicle;

(iv) the dealer's failure to disclose the vehicle's actual mileage at the time of sale;

material (v) the dealer's unfair and deceptive acts or practices, misrepresentations, failure to disclose facts or failure to honor a warranty claim or arbitration order in a retail transaction; or

a (vi) the dealer's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the dealer had assumed the obligation to pay off the lien.

(2) Recovery against the bond or its equivalent may be made by any person who obtains a final judgment in a court of competent jurisdiction against the dealer for an act or omission on which the bond is conditioned if the act or omission occurred during the term of the bond. Every bond shall also provide that no suit may be maintained to enforce any liability on the bond unless brought within 1 year after the event giving rise to the cause of action.

(3) The bond or its equivalent shall cover only those acts and omissions described in clauses (i) to (vi), inclusive, of paragraph (1). The surety on a bond shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against the bond or the number of years the bond remained in force.

(4) A separate bond shall be required for each different name under which the dealer conducts his business and for each city or town in which the dealer has a place of business.

(5) In lieu of the bond required by this section, the municipal licensing authority may allow the dealer to deposit collateral in the form of a certificate of deposit or irrevocable letter of credit, as authorized by the banking laws of the commonwealth, which has a face value equal to the amount of the bond otherwise required. The collateral may be deposited with or executed through any authorized state depository designated by the commissioner. Interest on the certificate of deposit shall be payable to the dealer who has deposited it as collateral, or to a person as the dealer or the certificate may direct.

(6) A surety shall provide to the municipal licensing authority notice of cancellation of the bond within 30 days of the cancellation.

(7) Upon receipt of notification from a surety that a bond has been cancelled, the municipal licensing authority shall notify the licensee that he has 10 days to comply with the bonding requirement. If the licensee does not comply within the 10 day period, the municipal licensing authority shall revoke the Class 2 license and shall notify the registrar who shall suspend or revoke any dealer plate issued to the licensee pursuant to section 5 of chapter 90.

(8) A municipal licensing authority shall not issue or renew a Class 2 license unless it is satisfied that a bond or equivalent proof of financial responsibility meeting the requirements of this section is in effect during the term under which the license shall be issued or renewed, and that the licensee maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section 7N1/4 of chapter 90. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section 7N 1/4 of said chapter 90.

(d) Class 3. A person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding and selling the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts may be granted a motor vehicle junk license.

(e) The registrar of motor vehicles, after consulting the office of consumer affairs and business regulation, shall adopt rules and regulations defining sufficient repair facilities for the purposes of subsection (b) and paragraph (8) of subsection (c).

Section 59: Licensing authorities; expiration; fees; application; prerequisites; premises; ordinance regulations; revocation; notice

Section 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which shall expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no event shall any such fee be greater than \$200. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for additions thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No original license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of the property abutting on the premises where such license or permit is proposed to be exercised. Except in the city of Boston, the licensing board or officer may, in its discretion, waive the annual hearing for renewal of a class 3 license. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. In each case where such license is revoked, the licensing board or officer shall forthwith notify the registrar of such revocation. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The parties shall have all rights of appeal as in other cases.

**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

Bryan J. Salvatore, Executive Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.



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

James H. Kawiecki, Vice President



On this 19th 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 authority and direction of said Corporations.

ARLEEN V. SIMONS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires

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

CERTIFIED COPY

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

Carrick A. Bligh, Vice President



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: J202813

CHARGE FOR THE
MUNICIPAL BROADBAND COMMITTEE

The charge to the committee is to explore the possibility of creating a municipal fiber optic network for the benefit of Milton's residents, local business community, non-profit institutions and town government. The committee will develop a report surveying a number of broadband development subject areas, including but not limited to such an undertaking's capital cost. This report will make recommendations for the consideration of the Select Board and will report to the Select Board quarterly.



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, 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

Ralph Parent

Address

[REDACTED]

Email

[REDACTED]

Phone

[REDACTED]

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

Equity and Justice for All Advisory Committee

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 am a real estate developer. Within development projects, I implement strategies for inclusion in all facet of the development life-cycle inclusive of: equity capital, pre-construction, construction and ongoing operations.

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

I helped Milton in its stated inclusionary efforts

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.

NO

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?

Email

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

Email / social media



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

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Name

Kenji Metayer

Address

Kenji Metayer

Phone

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

Equity and Justice for All Committee

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 am a young entrepreneur that is proficient in people management on both an administrative and personal level.

Being Haitian American, I have always been immersed in communities that are full of culture. Diversity and inclusion has always been topic I feel strongly about. I aspire to learn more about my community here in Milton and find a way to give back where I can.

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

I hope to meet other people who are passionate about improving their community.

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

I have back in high school, I served as a school committee board member.

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 see no potential conflict

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?

Referral from my aunt

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

Social networks!

Milton Youth Task Force

Charge:

The charge to the Milton Youth Task Force is to explore expanded opportunities and safe places for teenage students ages 11-18 to socialize and be productive within the Milton community, including but not limited to out-of-school time programming, and to make progress reports and recommendations to the Milton Select Board annually.

This teen centered Youth Task Force will consult with representatives from Town of Milton departments such as, but not limited to, the Select Board/Town Administrator, the Milton Public Library, the Milton Health Department, Milton Parks and Recreation, and the Milton Police Department.

The Youth Task Force is encouraged to engage with and bring together the various youth focused groups and initiatives at work in Milton such as, but not limited to, the Milton Library Teen Advisory Board, the Milton Youth Advocates for Change, athletic organizations, and fine and performing arts programs. The Youth Task Force is also encouraged to engage with representatives of Milton community institutions and organizations such as, but not limited to, Beth Israel Deaconess Medical Center, the Milton Interfaith Clergy Association, Curry College, and the Milton Chamber of Commerce.

Membership:

Students shall represent unduplicated school grade levels, and the task force may not include members from the same immediate family at any one time.

The Youth Task Force shall have 10 members, and shall be appointed by the Select Board as follows:

- (i) Three teenage Milton residents, at least one of whom shall be a member of Milton Youth Advocates for Change
- (ii) Three parents or guardians of Milton teenage residents
- (iii) Two members with professional experience in youth programming
- (iv) A member of the Milton Coalition
- (v) A member of the Select Board

Term:

Members shall be appointed for a term of 1 year, concurrent with the Town's fiscal year (July 1 to June 30). The Youth Task Force shall determine a chair and a recording secretary annually. Members shall be eligible for reappointment.

Adopted by the Select Board: December 6, 2022



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

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Name

Lisa Courtney

Address

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

Youth Task Force

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 am an involved member of the town by virtue of being a mother to 2 Cunningham students who are active in all sorts of activities in town. I am on the board of the Friends of the Library that raise funds and secure volunteers for library programming. My undergraduate degree is in psychology and I have an MBA. I have taken the Mental Health First Aid course offered through the Milton Coalition. I keep an eye on what is going on in town via the local paper and FB sites and also in my neighborhood where teens stroll down the street into the woods.

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

I'd like to contribute to making Milton a better place for everyone but especially for the young adults!

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.

Friends of the Milton Public Library

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?

Jennifer Malkovich

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

***You may also submit this form by mail: Select Board Office: Attn: Suzanne Bridges, 525 Canton Avenue, Milton, MA 02186**



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Name

Allison Gagnon

Email

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

Youth Task Force

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?

When I first moved to Milton I joined the Milton Playground committee where we met regularly, budgeted, fund raised, executed plans and completed construction of all playgrounds in Milton. Working in this group, I can offer much insight to the entire process in completing tasks from start to finish. When I was younger, I was also part of our teen center. Working, organizing events, and understanding what the youth wants. I also have a background in Marketing with focus on vendor relations, social media, customer service, branding, and events. I have two children in the public schools who will be looking for different places and experiences to attend as they get older.

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

I would like to help our local youth and continue to give back to the community we have been apart of for 8+ years. I am invested in creating a place our youth feel safe and secure while also feeling included.

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

I was on the Milton Playground committee

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.

Warrant Committee

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?

I read the Milton Times

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

Creating a newsletter of available committees. Advertising.

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Name

Christina Lilliehook

Address

[REDACTED ADDRESS]

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

Milton Youth Task Force

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 have two youth in MPS (one in Pierce and one in MHS). I am not working in education so I would bring an outside perspective as a parent and working professional. I am a former scientist, now medical writer for an biotech investment firm. My professional skills include approaching any given issue with an unbiased perspective, look for and evaluate available data, and make recommendations for action items based on data and consensus. The data on how the pandemic have hurt learning for our youth are very clear. The town needs a strong youth task force that can map and execute future directions for how the schools can best support our youth to catch up and feel confident about their future.

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

That I made a positive contribution to the town of milton, and especially the schools.

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.

None

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?

Word of mouth

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

I do wish for Town of Milton to dramatically revamp the website, but that's for another day.

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Name

Neal Piliavin

Address

[Redacted address information]

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

Traffic Commission, Youth Advisory, IT

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?

40+ years of business, board and advisory experience with companies and organizations such as Microsoft, HubSpot, Independent Colleges of Washington, Wharton Club of Boston. I am passionate about making Milton better for everyone and I think I can bring positive, cooperative and valuable contributions for our community.

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

If I am selected to be on any of these committees I'd

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.

none

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?

through email

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

Website, email, social (facebook, instagram, twitter)



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Name

Stephen Popkin

Address

[REDACTED]

[REDACTED]

Email

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Climate Action Planning OR Youth Task Force

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?

As the head of research and technology at an organization that is working on a number of climate change-related initiatives, from infrastructure design to new technology deployments I feel I can contribute to this group. My PhD is in Industrial/Organizational psychology, with a research focused on shiftwork and working time. This might be useful if the Youth Task Force wants to address adolescent sleep and school start times, which plays a documented role in academic achievement and susceptibility to poor decision making and habits.

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

A better understanding of the community and a chance to give back.

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 am on the Kendall Square Association Board representing the organization for which I work, and Boston Children's Hospital Board of Trustees Patient Care Assessment Committee.

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?

Email from town

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

More Milton Times coverage of these boards and what they do.

Nicholas Milano

From: Tim Czerwienski
Sent: Wednesday, June 14, 2023 8:13 AM
To: Nicholas Milano
Cc: Lynne DeNapoli
Subject: RE: Sign Review volunteer forms

Nick,

At its meeting last night, the Sign Review Committee voted to recommend the Select Board appoint Deborah Savona to fill the vacancy on the committee. It was a very difficult decision, as both candidates have a lot to recommend them. If another vacancy comes up, or if the committee were to be expanded, they would like to see Lara Simondi on the committee.

Tim Czerwienski, AICP
Director of Planning & Community Development
Town of Milton | 525 Canton Avenue | Milton, Mass. 02186 | 617-898-4847

From: Lynne DeNapoli <ldenapoli@townofmilton.org>
Sent: Tuesday, June 6, 2023 11:22 AM
To: Tim Czerwienski <tczerwienski@townofmilton.org>
Subject: RE: Sign Review volunteer forms

Hi Tim:

Here are the applications you requested. Thank you, Lynne

From: Tim Czerwienski <tczerwienski@townofmilton.org>
Sent: Tuesday, June 6, 2023 10:58 AM
To: Lynne DeNapoli <ldenapoli@townofmilton.org>
Subject: Sign Review volunteer forms

Lynne,

Could you send me the two volunteer applications for the Sign Review Committee? Thanks.

Tim Czerwienski, AICP
Director of Planning & Community Development
Town of Milton | 525 Canton Avenue | Milton, Mass. 02186 | 617-898-4847

Nicholas Milano

From: Tim Czerwienski
Sent: Wednesday, June 14, 2023 1:15 PM
To: Nicholas Milano
Cc: Lynne DeNapoli
Subject: FW: Committee opening

Nick,

Following up on my last message, I got this email from Paul Doherty this morning. He said he was ready to step down from the committee whenever the next reappointment cycle came. Incidentally, the entire committee's appointments ran out in December.

There are now two vacancies on the committee, and per the discussion yesterday, the committee would be happy with both of the candidates who submitted volunteer forms.

From: Doherty, Paul [REDACTED]
Sent: Wednesday, June 14, 2023 10:49 AM
To: Tim Czerwienski <tczerwienski@townofmilton.org>
Subject: Committee opening

[External Email- Use Caution]

Tim,
I want to let you know that the next time I'm up for renewal on the committee I think I'll decline. I'm also not going to run for TM next year. I'll be retiring next May or so and while I'll have more time on my hands I think I'll retire from my town positions also. I haven't shared this with the other committee members but you could talk with Lara and Deborah. So if one doesn't get the appointment, there'll be another opening soon.

Paul

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525 Canton Avenue
Milton, MA 02186
(617)898-4843

Boards & Committees Volunteer Application

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Name

LARA SIMONDI

Address

[REDACTED]

Email

[REDACTED]

Phone

[REDACTED]

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

Sign Committee

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 have 30 yrs as medical professional at BWH - involved in many committees, including those to review + update protocols + guidelines. I am business owner (x 12 yrs), now opened a location in Milton. I am 20 yr Milton resident

I have raised my family here.

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

I hope to offer different perspective & help offer some diversity to the group.

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.

N/A

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?

I recently applied for a sign for my business in Milton.

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

Those in current positions should talk to family & friends to inquire about interest.

*You may also submit this form by mail: Select Board Office: Attn: Lynne DeNapoli, 525 Canton Avenue, Milton, MA 02186



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Name

Deborah Azerrad Savona

Address

[REDACTED]

Email

[REDACTED]

Phone

[REDACTED]

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

Sign Review committee

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'm a graphic designer with over 30 years experience. I've designed signs for businesses and understand the peremeters involved.

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

Hoping to gain the opportunity to help the town of Milton with my

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

No, unless being a town meeting member counts.

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.

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?

I've been keeping an eye on the Town website.

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

***You may also submit this form by mail: Select Board Office: Attn: Lynne DeNapoli, 525 Canton Avenue, Milton, MA 02186**

Nicholas Milano

From: Robert Levash [REDACTED]
Sent: Wednesday, May 24, 2023 12:04 PM
To: Theodore Carroll; [REDACTED] Thomas Callahan;
CPC; Josh Eckart-Lee; Kathleen M. O'Donnell; Peter Jackson; [REDACTED]
Wendy Garpow; Cheryl Toulias
Cc: Richard G. Wells; Erin Bradley; Roxanne Musto; Michael Zillas; Benjamin Zoll; Nicholas
Milano
Subject: CPC Membership & Resignation

[External Email- Use Caution]

CPC Members & Members of the Select Board:

I am writing because I feel the time has come for me to step down from the Community Preservation Committee when my term expires at the end of June. I've enjoyed my time on the Committee the last two years and seeing through the first round of applications. At this time, work obligations and commitments for my two young daughters are overfilling my schedule. I've enjoyed the Committee and all the work which went into the last two years. I know it will continue to grow strength and continue to fund amazing community projects. I really appreciate being given the opportunity to serve as the Chair of the board this last year. It is always hard to walk away from work you are passionate about but the timing feels right for this decision. I will fulfill my role through June. The board will need to reorganize and another member will need to be appointed by the Select Board to fill the vacated position. I will surely work with Julia and the rest of the CPC Leadership to transfer the CPC information to the appropriate members.

Thanks,

Rob

ROBERT LEVASH, AIA

Principal (he/him)

Wilson Butler Architects

architecture for arts and entertainment
70 Federal Street, 5th Floor | Boston, MA 02110
617.720.7127 x 225 | wilsonbutler.com

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Nicholas Milano

From: Robert Levash <[REDACTED]
Sent: Monday, June 12, 2023 2:29 PM
To: Nicholas Milano
Subject: CPC - Open Seat

[External Email- Use Caution]

Nick:

Would you kindly forward this to the Select Board.

Members of the Select Board:

June 21st will mark the end of my CPC term and I will be stepping away from the committee for work and personal obligations. The Select Board will need to appoint a member of the community for this open seat. I would strongly endorse that Kathleen O'Donnell be considered for this opening. Kathleen had reapplied once she lost her seat as a member of the planning board. Although Kathleen lost her seat, she remained committed and has attended almost every CPC meeting to date. Her experience as a real estate lawyer and experience from other Town's CPC boards is a huge asset to Milton. I did not know much about the Community Preservation Committee when I stepped into being chair and Kathleen was an amazing resource for me and the board. This committee and the Town will surely benefit from her appointment. Thank you for your consideration.

Kind Regards,

Rob

ROBERT LEVASH, AIA
Principal (he/him)

Wilson Butler Architects
architecture for arts and entertainment
70 Federal Street, 5th Floor | Boston, MA 02110
617.720.7127 x 225 | wilsonbutler.com

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Town of Milton
Application for Volunteer Appointment to
Boards, Committees, and Commissions

Residents interested in volunteering to serve on a Board, Committee, or Commission are requested to fill out the form below and submit by email to the Select Board, at volunteer@townofmilton.org, by mail to Select Board Office: ATTN: Volunteers, 525 Canton Avenue, Milton, MA, 02186, or in person to the Select Board Office.

Name: Kathleen M. O'Donnell
Address: ██████████
Email: ██████████
Registered Voter in Milton: Yes

Date: 6/21/23
Home Phone: ██████████
Cell Phone: ██████████
Precinct: Seven

Please check the Board, Committee, or Commission that is of interest to you. One application is required for each requested Board, Committee, or Commission. An individual may serve on only up to two different Boards, Committees, or Commissions.

If you are interested in serving, but are unsure which might be the best fit, please contact Town Administrator Nicholas Milano at nmilano@townofmilton.org to discuss and learn more.

General Government - Select Board

- Board of Registrars
- Commission on Disability
- Council on Aging
- Local Emergency Planning Committee
- Municipal Broadband Committee
- Retirement Board
- Telecommunication Design Review Committee
- Traffic Commission

General Government - Town Moderator

- Audit Committee
- Board of Appeals
- Bylaw Review Committee
- Fire Station Building Committee
- Information Technology Committee
- Personnel Board
- Redistricting Committee
- Warrant Committee

Finance - Select Board

- Capital Improvement Planning Committee
- Education Fund Committee
- PILOT (Payment in Lieu of Taxes) Committee

Community Advocacy - Select Board

- Airplane Noise Advisory Committee
- Animal Shelter Advisory Committee
- Bicycle Advisory Committee
- Climate Action Planning Committee
- Cultural Council
- Equity and Justice for All Advisory Committee
- Bicycle Advisory Committee
- Climate Action Planning Committee
- Cultural Council
- Equity and Justice for All Advisory Committee
- Historical Commission
- Local Historic District Study Committee
- Trustees of the Affordable Housing Trust
- Youth Task Force

Town of Milton
Application for Volunteer Appointment to
Boards, Committees, and Commissions

Land Use and Conservation - Select Board

Community Preservation Committee
 Conservation Commission
 Open Space & Recreation Planning Committee
 Shade Tree Advisory Committee
 Sign Review Committee

General Government - Select Board and Planning Board

Master Plan Implementation Committee

General Government - Select Board and Town Moderator

School Building Committee

1. What professional experience, life experience, skills, insight, education, or special training would you bring to the Board, Committee, or Commission? A resume (one to two pages) is welcome but not required. You may optionally post a link to your LinkedIn resume here.

Resume attached

2. Please describe your familiarity with the work that the Board, Committee, or Commission you are applying for does? If so, have you attended any meetings?

Served as chair until April 2022 and have attended subsequent meetings as "consultant"

3. What level of meeting frequency are you able to attend?

- Twice Weekly _____
- Weekly
- Twice Monthly _____
- Monthly _____

Town of Milton
Application for Volunteer Appointment to
Boards, Committees, and Commissions

4. Have you previously been a member of a Board, Committee, or Commission, in Milton or elsewhere? If so, please list the name(s) and approximate dates of service.

Planning Board - 2019-2022
Town Meeting member

5. Are you currently serving on any Board, Committee, or Commission? If so, please provide the name of the Board, Committee, or Commission and when you were appointed.

Board of Appeals
By-law Review Committee (appointment pending)
Milton Library Foundation
Friends of Milton Public Library

6. Do you or anyone in your immediate family have a current employment or business relationship with the Town of Milton that could create a conflict of interest? If so, please describe.

Was chosen as legal counsel to Community Preservation Committee, which I will resign if appointed and will provide pro bono legal services instead

Town of Milton
Application for Volunteer Appointment to
Boards, Committees, and Commissions

7. Are there any other possible conflicts of interest for serving on this Board, Committee, or Commission? If so, please describe.

--

Town of Milton
Application for Volunteer Appointment to
Boards, Committees, and Commissions

REQUIRED: Please read the following and sign in acknowledgement that you understand and agree:

The completion of this form does not guarantee my appointment. This application will be kept on file for two (2) fiscal years (July 1 – June 30); after that I must file a new application to be considered for an appointment. Being appointed to a board, committee, or commission means that I am considered a Municipal Employee under MGL Chapter 268A and thereby subject to Conflict of Interest Law MGL Chapter 268A and Open Meeting Law MGL Chapter 30A, §§ 18-25. I understand that I will read the Open Meeting Law Guide, the Summary of the Conflict of Interest, take the online Conflict of Interest training, and be sworn in by the Town Clerk within two weeks after my appointment.

PLEASE NOTE: Once this form is submitted, it becomes a public document. If there is information that you do not want open to the public, please do not include it on this form. Information that will be redacted prior to the form being made public includes personal information includes: address, phone numbers, and email addresses.

Applicant Signature: 

Date: 6/21/23

Official Use Only:

Date of Application

Acknowledgement: _____

Date Appointment Letter Sent: _____

Method of

Acknowledgement: _____

Method of

Acknowledgement: _____

No Openings at this time: _____

Date Committee Chair Notified: _____

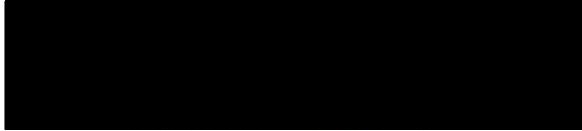
Appointing Authority: Select Board Planning Board Town Moderator

Board/Committee/Commission: _____

Appointment Date: _____

Term: _____

KATHLEEN M. O'DONNELL



www.kathleenmodonnell.com

Profile

Over forty years' experience in real estate law including conveyancing, title opinions, affordable housing, open space acquisitions, tax title foreclosures, and smart growth zoning. Licensed to practice in Massachusetts.

Key Accomplishments

- Assisting municipalities in the purchase of properties for open space and the protection of open space through conservation restrictions under the Community Preservation Act.
- Expert witness on title and conveyancing issues including exercise of right of first refusal under c. 61A, restrictions, adverse possession, and legal malpractice at real estate closings.
- Member of Governor Romney's Task Force on Chapter 40B addressing the concerns raised by municipalities with respect to the creation of affordable housing, leading to the passage of legislation authorizing the creation of municipal affordable housing trusts (M.G.L. c. 44 Section 55C) to provide cities and towns with a more flexible mechanism to create and preserve affordable housing.
- Served on advisory committee on legislation to create smart growth zoning (M.G.L. c.40R), served on the committee that provided assistance to the Department of Housing and Community Development in developing the regulations under this Chapter and assisted in the creation of seven Chapter 40R Smart Growth Zoning Overlay Districts.
- Represented non-profit developers in sales of affordable housing units in the City of Boston.
- Managed tax title foreclosures through the Land Court, foreclosures of land of low value, auctions of tax title properties and sales of tax title properties for affordable housing purposes.

Legal Experience

Sole Practitioner, Kathleen M. O'Donnell, Esq.	2010-
Associate, Kopelman and Paige, P.C.	1997-2010
Partner, Dillingham & O'Donnell	1992-1997
Adjunct Professor, Boston University Metropolitan College	1988-1997
Associate, Ropes & Gray	1987-1992
Associate, DiCara, Selig, Sawyer & Holt	1986-1987
Associate, Hay & Dailey	1985-1986
Senior Title Attorney, Lawyers Title Insurance Corp.	1979-1985

Education

University of Miami School of Law	Juris Doctor 1977
Specialization: Ocean and Coastal Law	
Boston College	AB magna cum laude 1974
University of Durham (UK)	1972-1973

Professional Memberships and Board Service

The Abstract Club – President 2019 – 2022
Community Preservation Coalition Steering Committee (2008-2020)
Massachusetts Land Trust Coalition – Board of Directors 2012-2023
Real Estate Bar Association for Massachusetts (REBA)
President – 2001
Board of Directors – 1993-2003, 2017-2022
Continuing Education Committee – 2004-2015
Co-Chair – Ethics Section – 2017-2022
Cruising Club of America – Treasurer – 2022

Community Engagement

Town Meeting Member – Town of Milton – 2013 – to date
Town of Milton Zoning Board of Appeals – 2017- 2019, 2023 to date
Town of Milton Planning Board – 2019-2022
Friends of the Milton Public Library – Board Member 2021 to date
Council for Women of Boston College
Boston Athenaeum – Life Member

Publications

Editor, Massachusetts Real Estate Sourcebook & Citator (MCLE) – 2007 to present
Editor, Handling Residential Real Estate in Massachusetts (MCLE) – 1996 et seq.
Editor, Crocker's Notes on Common Forms (MCLE) 2018
Contributing Author, Real Estate Title Practice in Massachusetts (MCLE) – 2010
Contributing Author, Massachusetts Environmental Law (MCLE) 2016

Speaking Engagements

- Complex Title Issues – MCLE – 1986 to 2012
- Real Estate Issues for Boomers and Seniors – MCLE – 2007, 2010 and 2013
- Municipal Affordable Housing Trusts – MHP – 2009-2017
- Tax Takings – REBA and MBA 2017
- Recent Changes in Conflict of Interest Law for Real Estate Practitioners – MCLE & REBA – 2010
- Article 97 and Special Legislation – BBA – 2012 and MACC 2018
- Eminent Domain – REBA 2012
- Surveying Issues – MALSCE 2013 - 23
- Road and Easement Law from A to Z – NBI 2013
- Real Estate Law Conference – MCLE – 2014, 2018, 2019
- SPNEA Annual Conference – 2014 - 2022
- Environmental Law Conference – MCLE – 2015 – 2023

From: [Christine Stanton](#)
To: [Lynne DeNapoli](#)
Cc: [Lorraine](#)
Subject: COA Board appointments
Date: Wednesday, June 14, 2023 11:28:33 AM

Hi –Per Loraine Sumner, COA Board Chair. Please appoint:

Denise Rochlin [REDACTED]
as Associate member 1 year

John Fleming is stepping down as a full member and will remain an Associate member 1 year

Roberta Leary can be reappointed as a full board member 3 year term

Janet Mullen is taking over as Treasurer from Caroline Kinsella

Caroline Kinsella will be a regular full board member .

Please let me know if you have any questions. Thank you!

Christine Stanton
Director
Milton Council on Aging
10 Walnut Street
Milton, Massachusetts 02186
(617) 898-4892

ACCESS EASEMENT

TOWN OF MILTON, a municipal corporation with an address of 525 Canton Avenue, Milton, Massachusetts 02186 (“Grantor”) acting by and through its Select Board and as authorized pursuant to a Town Meeting Vote taken at the Special Town Meeting on December 5, 2022 (see copy of said Vote certified by the Town of Milton Clerk, attached hereto and incorporated herein by reference), owner of a parcel of land known as the Dump Access Road, by virtue of an Order of Taking recorded with the Norfolk Registry of Deeds in Book 3254, Page 108

For One Dollar (\$1.00) and other valuable consideration the receipt of which is hereby acknowledged,

Hereby grants to USC LLC, a Massachusetts limited liability company with a principal office at 906 North Bedford Street, Unit 1, East Bridgewater, Massachusetts 02333 (“Grantee”), a general access easement over the forty (40') foot wide and 27,307 ± sq. ft. area shown as “ACCESS ROAD TOWN OF MILTON 40” on a plan entitled “PLAN OF LAND Access Road Milton, Massachusetts,” dated August 26, 2022 prepared by Merrill Engineers and Land Surveyors, which Plan is appended hereto as Exhibit “A” and incorporated herein by reference to provide access to and from the Grantee owned parcel known as Assessor’s Parcel ID: 1-38D-4 on the Town of Milton Assessor’s Maps, also known as 728 Randolph Avenue, and as more particularly described in a deed to Grantee dated March 19, 2021 and recorded with Norfolk Registry of Deeds in Book 39169, Page 558 (the “Benefited Land”). The use of this easement shall be limited to all means of access reasonably necessary for the use and benefit of the Benefited Land, including without limitation all uses for which public ways are commonly used in the Town of Milton.

This easement is appurtenant to the Benefited Land and runs in perpetuity for the benefit of the Grantee and its successors and assigns, including without limitation a condominium association or homeowners association in connection with the improvements to be built on the Benefited Parcel; provided, however, this easement shall terminate if and when the Access Road shown on said Plan (the “Access Road”) is accepted as a public way.

Grantee shall have the right to improve the Access Road at its sole cost and expense, including without limitation adding sidewalks, landscaping, lighting, new signage, utilities, and traffic light adjustments (if such traffic light adjustments are approved by the Massachusetts Department of Transportation).

Grantee shall maintain and plow snow on the Access Road at its sole cost and expense for two years following occupancy of its building on the Benefited Land or until occupancy of the Town’s new animal shelter on the Access Road, whichever is sooner.

Any improvements to the Access Road for the benefit of the benefited Animal Shelter on a separate parcel of land on the Access Road shall be made at the sole cost and expense of the Grantor, including without limitation installation and/or upgrading of utilities, road improvements, sidewalks, lighting, and new signage., ac,

SIGNATURES APPEAR ON FOLLOWING PAGES

Executed this _____ day of _____, 2022.

TOWN OF MILTON
By Its SELECT BOARD

Michael F. Zullas, Chair

Erin G. Bradley, Vice-Chair

Roxanne Musto, Secretary

Richard G. Wells, Jr.

Benjamin Zoll

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared Michael F. Zullas, Erin G. Bradley, Roxanne Musto, Richard G. Wells, Jr., and Benjamin Zoll, proved to me through satisfactory evidence of identification, which were _____ to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose in their capacity as Members of the Town of Milton Select Board.

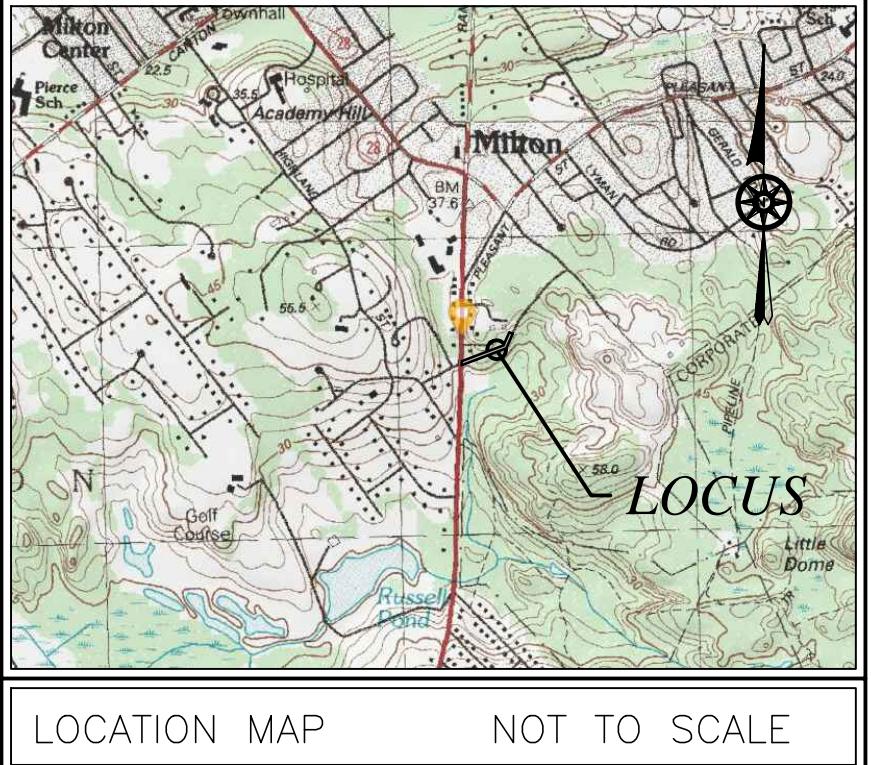
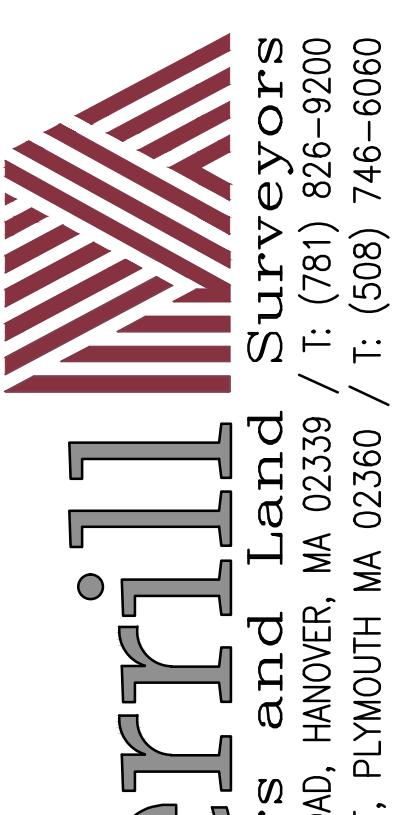
Notary Public
My commission expires:

DRAFT

DRAWN BY: DLA/DB

DESIGNED BY: ---

CHECKED BY: BKL



RECORD OWNER:
ACCESS ROAD
TOWN OF MILTON
DEED BOOK XX PAGE XX

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE X OF THE FLOOD INSURANCE RATE MAP, AS SHOWN ON COMMUNITY MAP No. 25021C0202E, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 2012, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

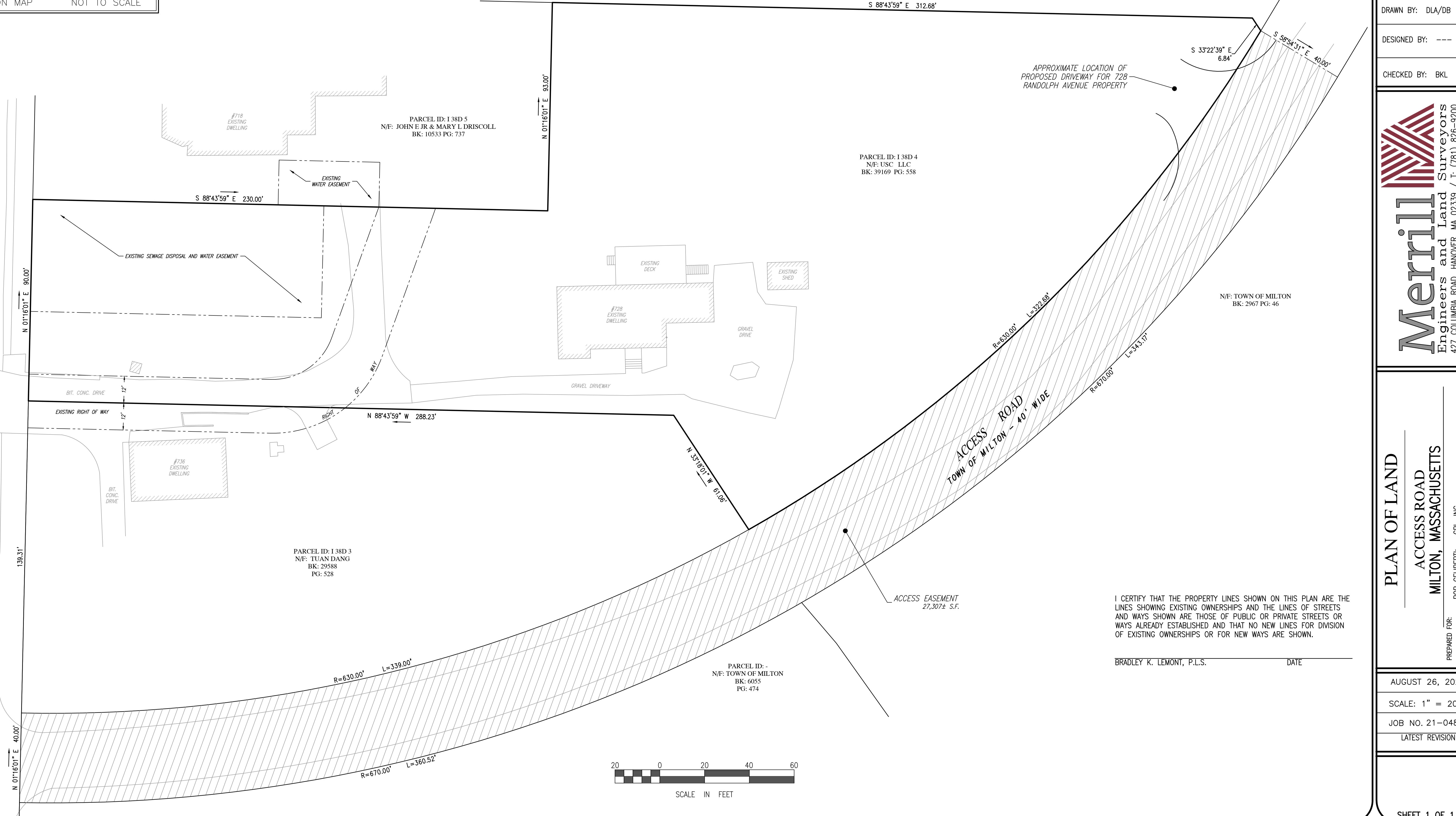
PARCEL ID: I 38D 7A
N/F: GREGORY ZAZULA
BK: 26685 PG: 96

MA MAINLAND STATE PLANE GRID NAD 1983

RANDOLPH (ROUTE 28) AVENUE

1932 STATE HIGHWAY LAYOUT NO. 2907

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HANDICAP RAMP
MILTON, MA**

**AGREEMENT
BETWEEN
OWNER AND CONTRACTOR**

AGREEMENT

BETWEEN the Owner:

**Office of Consolidated Facilities
Town of Milton
Department of Public Works campus
Building C
629A Randolph Avenue
Milton, MA 02186**

and the Contractor:

Foulsham Corp.
74 Hall Place
Quincy, MA 02169

The Project is:

**Milton Public Library
Handicap Ramp
Milton, MA**

The Architect is:

Drummey Rosane Anderson, Inc.
260 Charles Street, Studio 300
Waltham, MA 02453

The Owner and Contractor agree as set forth below.

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ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and Other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, the Contractor's bid, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a Notice to Proceed issued by the Owner. The date for starting the work is June 7, 2023.

3.2 The Contractor shall achieve Substantial Completion of the Work not later than August 8, 2023, subject to adjustments of this Contract Time as provided in the Contract Documents.

If the Contractor shall fail to achieve Substantial Completion within the Contract Time specified it shall be liable to pay the Owner the daily amount of Two Hundred and Fifty Dollars (\$250.00) per calendar day, not as a penalty, but as fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the Owner's actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Agreement (or Contract). The said amount may be withheld from periodic or final payments due to the Contractor, in addition to retainage and other backcharges.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of

Ninety Two Thousand Five Hundred Ninety Six and 36/100 Dollars
(\$ 92,596.36),

subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

4.3 Unit prices, if any, are as follows:

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ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 Pursuant to MGL c.30, S39K and based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of FIVE percent (5%);

5.6.2 Add, subject to the Owner's approval, that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of FIVE percent (5%);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions, or other amounts pursuant to MGL c.30, s.39K.

5.6.5 Subtract design and contract administration costs incurred by the Owner as a result of:

.1 repeated review of a Contractor's resubmittals and submittals substantially out of sequence from the submittal schedule agreed to by the Architect;

.2 extensive number of responses to the Contractor's Request for Information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 an extensive number of Change Orders and Construction Change Directives requiring evaluation of proposals and the preparation or revision of Instruments of Service;

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- .4** consultation by the Architect concerning replacement of Work resulting from fire or other cause during construction;
- .5** evaluation of an extensive number of claims submitted by the Contractor or its Subcontractors in connection with the Work;
- .6** evaluation of substitutions proposed by the Contractor or its Subcontractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7** Contract Administration Services provided 90 days beyond the earlier of (1) Substantial Completion of the Work; (2) the date of the Owner's use of the entire Project for the purpose for which it was intended.

5.7 Reduction or limitation of retainage, if any, shall be as follows: Pursuant to MGL c.30, s.39K.

**ARTICLE 6
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor pursuant to MGL c.30, s.39K.

**ARTICLE 7
MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated in MGL c.30, s.39K.

7.3 Other provisions:

**ARTICLE 8
TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Agreement between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

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MILTON, MA

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated February 28, 2019.

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

Specification Table of Contents is attached as Exhibit A.
Refer to Subparagraph 9.1.6 for List of Addenda which may affect this Exhibit.

9.1.5 The Drawings are as follows, and are dated April 28, 2023, unless a different date is shown below: List of Drawings is attached as Exhibit B.
Refer to Subparagraph 9.1.6 for List of Addenda which may affect this Exhibit.

9.1.6 The Addenda, if any, are as follows:

List of Addenda is attached as Exhibit C.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

- .1 Vote of Corporation authorizing execution of Contract attached as Exhibit D.
- .2 Statement of State Tax Compliance attached as Exhibit E.
- .3 Payment Bond attached as Exhibit F.
- .4 Certificate of Insurance attached as Exhibit G.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four (4) copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner, each of which shall be deemed an original on the date first above written.

CONTRACTOR: Foulsham Corp.

By

(Signature)

John A. Foulsham
(Printed name and title)

OWNER: Town of Milton, Massachusetts

By

(Signature)

(Printed name and title)

ACCOUNTANT'S/AUDITOR'S CERTIFICATION:

Under the provision of General Laws, Chapter 44, Section 31C. I hereby certify that an appropriation in the amount of this contract is available.

Accountant

Town of Milton

SECTION 00440
NOTICE OF AWARD

TO: Foulsham Corp.
74 Hall Pl.
Quincy, MA 02169

PROJECT TITLE: Colicott/Cunningham Stormwater BMP 22-04/319

The Town has considered the Bid submitted by you for the above described work in response to its Advertisements for Bids and Information for Bidders. You are hereby notified that your Bid in the amount \$ 173,775.82 been accepted, provided you furnish the Town with the required Certificates, Affidavits, Contractor's Performance and Payments Bonds and Certificate of Insurance within ten (10) days receipt of this notice to execute the Agreement. In case of failure to execute said Agreement and to furnish said bonds and documents as stipulated in the Bid Documents within ten (10) days from the date of receipt of this Notice, the Town will be entitled to consider all your rights arising out of the Town's acceptance of your Bid as abandoned and as a forfeiture of your bid bond. The Town will also be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of the Notice of Award to the Town.

Dated this the 30th day of May, 2023.

Maria Fernandes
BY:
Town Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Foulsham Corp.
(Company Name)
Signature: John A. Fl. Date: 6/13/23
Print Name: John A. Foulsham Title: President.

SECTION 00500 AGREEMENT

THIS AGREEMENT made as of the 30th day of May in the year 2023 by and between the Town of Milton, Massachusetts, acting through its Department of Public Works, hereinafter called the "Town" and:

Foulsham Corporation

with legal address and principle place of business at

74 Hall Pl. Quincy, MA 02169

hereinafter called the "Contractor". The Town and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

- 1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in Section 01010, Summary of Work.

ARTICLE 2 ENGINEER

- 2.1 The project design and construction documents have been prepared by the Town of Milton Engineering Department.
- 2.2 The Town of Milton Engineering Department will act as the Engineer in connection with execution of the project work, in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIME

- 3.1 The total Contract Time to complete the project shall be by August 30th, 2023. No site work shall be allowed between November 15 and April 15, without permission, in writing, from the Town.
- 3.2 The Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterrupted and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the contractor and the Town, that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual business/commercial and industrial activities prevailing in this locality.

ARTICLE 4 CONTRACT PRICE

- 4.1 The Town will pay the contractor for performance of the Work in accordance with the Contract Documents, in current funds at the itemized unit or lump sum prices of work items, a total agreed sum of \$ 173,775.82 (state the total amount in words):

One hundred seventy-three thousand, seven hundred seventy-five. (82/100)
as submitted in the Contractor's Bid Form attached to the Agreement.

ARTICLE 5 APPLICATIONS FOR PAYMENT

- 5.1 Applications for payment shall be submitted by the Contractor and processed by the Engineer in accordance with the Conditions of the Contract included in the Contract Documents.

ARTICLE 6 PROGRESS AND FINAL PAYMENTS

- 6.1 The Town will make progress payments on account of the Contract Price on the basis of the Contractor's Application for Payment, as recommended by the Engineer, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the Conditions of the Contract.
- 6.2 The Town will make progress and final payments as provided for in the Conditions of the Contract and in accordance with the applicable Massachusetts General Laws.

ARTICLE 7 LIQUIDATED DAMAGES

- 7.1 The Town and the Contractor recognize that time is of the essence for this Agreement and that the Town will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in providing, in a legal or arbitration proceeding, the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Town and the Contractor agree that as liquidated damages or delay (but not as a penalty) the Contractor shall pay the Town \$ 1,000.00 per day for each calendar day of delay until the Work is complete.
- 7.2 Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Article 12 of the General Conditions.
- 7.3 Provided further, that the Contractor shall furnish the Town the required notification of such delays in accordance with the applicable Conditions of the Contract.

ARTICLE 8 ASSURANCE

- 8.1 The Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 8.2 The Contractor has studied carefully all reports of investigations and tests of sub-surface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by the Engineer in the preparation of the

Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 8.3 The Contractor has made or caused to be made examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the above paragraph as he deems necessary for the performance of the work at the Contact Price within the Contact Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by him for such purposes.
- 8.4 The Contractor has correlated the results of all such observations, examinations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.5 The Contractor has given the Engineer written notice of any conflict, error or discrepancy that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.
- 8.6 The Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 INSURANCE

- 9.1 The contractor shall carry during the term of this agreement and any extension or renewal thereof insurance in amounts not less than those shown on copies of certificates of liability insurance, which are attached hereto and incorporated herein by reference. Commercial general liability insurance shall include contractual liability insurance. Commercial general liability insurance, automobile liability insurance, and umbrella liability insurance shall name the town of Milton as an additional insured.
- 9.2 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 the Milton Town Administrator, Milton Town Hall, 525 Canton Avenue, Milton, MA, 02186 before such cancellations or amendment shall take place.
- 9.3 Certificates evidencing such insurance, in six (6) copies, shall be furnished to the town at the time of execution of this Contract.
- 9.4 No insurance shall be obtained for an insurer which:
 - A. Is not licensed to transact business or sell insurance in Massachusetts;
 - B. Is not authorized to provide insurance as an excess or surplus lines insurer in Massachusetts, and does not have a current Best's rating of A or better;
 - C. Is a risk retention group lawfully providing insurance to its members in Massachusetts.

ARTICLE 10 INDEMNIFICATION

10.1 The contractor shall compensate the Town of Milton for all damages to the Town property of any nature arising out of the contractor's work and the contractor shall indemnify, hold harmless, and defend the town of Milton and all of its boards, commissions committees, officers, employees, servants, and agents against all actions causes of action, suits, claims, demands, damages, liability, cost, loss of services, expenses and compensation, including without limitation consequential damages, attorney's fees, collection fees, and interest arising out of or resulting directly or indirectly from the services to be performed pursuant to this Agreement or regarding any infringement or use of any patented apparatus or appliance in the execution of this contract, provided that any such action, cause of action suit, claim, demand, damage, liability, cost, loss of service, expense, or compensation (1) in any way grows out of bodily injury, sickness, disease or death, or injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the contractor or subcontractor of the contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions of any of them may be liable. Said costs shall include without limitations 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 such claim or suit. At the written request of the Town the Contractor shall at its own expense defend the Town in any claim action or suit that may be instituted by reason of any such misconduct, act, omission, infringement, or use.

ARTICLE 11 MISCELLANEOUS

11.1 The Contractor shall not assign or subcontract the whole or any part of the Agreement, nor allow any of his work to be done by anyone but him and his own employees unless the Town of Milton acting through its Town Administrator shall previously have consented in writing thereto.

11.2 The Contractor shall not assign any money due or to become due him under this Agreement unless the town of Milton action through its town administrator shall have previous to such assignment be notified in writing of the assignment.

11.3 The Contractor shall provide services under this agreement as an independent contractor with the Town of Milton and the Contractor and its employees shall not be entitled to receive any benefits of employment with the Town of Milton, including without limitation salary, overtime, vacation pay, holiday pay health insurance, life insurance, pension, or deferred compensation.

11.4 This Agreement may be amended only by a written document signed by the parties.

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

11.6 This Agreement shall be governed by and construed in accordance with Massachusetts Law.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in five (5) copies, each of which shall be deemed an original on the date first above written. The Party of the First Part agrees to pay to the Party of the Second Part, upon satisfactory completion and delivery of the aforementioned, the sum of:

Amount in Figures: \$ 173,775.82

Amount in Words: One hundred seventy-three thousand, seven hundred seventy-five,
(82/100)

Contract #: D23-1

OWNER: The Town of Milton

BY: _____
Town Administrator

BY: _____
Chief Procurement Officer

The undersigned, in compliance with MGL, Chapter 44, Section 31C, certifies that an appropriation in the amount required for this contract is available.

BY: _____
Town Accountant

CONTRACTOR:

Company Name: Foulsham Corp.
BY: John A. Foulsham
Name: John A. Foulsham

Title: President
Address: 74 Hall Pl.
Quincy MA. 02169

Telephone: 617-780-6076

DRAFT**Select Board Meeting Minutes**

Meeting Date: 6/3/2023

Members in Attendance: Michael Zullas, Chair; Erin G. Bradley, Vice Chair; Roxanne Musto, Secretary; Richard G. Wells, Jr.; Benjamin Zoll; and Nicholas Milano, Town Administrator

Members Absent:

Meeting Location: In-Person, Paul Kelly Community Room. Council on Aging, 10 Walnut Street

Time Meeting called to Order: 8:37AM

Time Meeting Adjourned: 10:36AM

1. Call to Order

Chair Zullas called the meeting of the Select Board to order at 8:37AM.

2. Discussion/Approval - One Day Liquor License - Michelle De Lima - June 3, 2023, Kina Zoré Concert at Governor Hutchinson's Field - Family Picnic and Concert

Chair Zullas moved to approve the One-Day liquor license for Michelle De Lima on Saturday, June 3, 2023 from 5PM-7PM for the Kina Zoré Concert at Governor Hutchinson's Field - Family Picnic and Concert. The motion was seconded by Mr. Wells.

After discussion, the Board voted unanimously in favor.

3. Discussion - Select Board Goals and Objectives

The Board and Mr. Milano discussed the Board's 2022-2023 Goals and Objectives and discussed developing 2023-2024 Goals and Objectives for the Board.

The Board developed a draft of 2023-2024 Goals and Objectives.

4. Discussion – Town Administrator Goals and Objectives

The Board and Mr. Milano discussed developing 2023-2024 Goals and Objectives for the Town Administrator.

The Board developed a draft of 2023-2024 Goals and Objectives for the Town Administrator.

5. Adjourn

At 10:36AM, Mr. Wells moved to adjourn. The motion was seconded by Ms. Musto. The Board voted unanimously in favor.

Respectfully submitted by Michael F. Zullas, Chair of the Select Board.

Documents:

Application for One-Day liquor license for Michelle De Lima on Saturday, June 3, 2023 from 5PM-7PM for the Kina Zoré Concert at Governor Hutchinson's Field - Family Picnic and Concert

Milton Select Board 2019-2020 Goals and Objectives

Milton Select Board 2022-2023 Goals and Objectives

DRAFT

DRAFT**Select Board Meeting Minutes**

Meeting Date: 6/13/2023

Members in Attendance: Michael Zullas, Chair; Erin G. Bradley, Vice Chair (REMOTE); Roxanne Musto, Secretary; Richard G. Wells, Jr., Member; Benjamin Zoll, Member; Nicholas Milano, Town Administrator and Lynne DeNapoli, Executive Administrative Assistant to the Select Board

Guests: Attorney Kevin Freytag, Office of Town Counsel (REMOTE)

Meeting Location: Council on Aging - Hybrid

Time Meeting called to Order: 7:06PM

Time Meeting Adjourned: 11:11PM

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

Chair Zullas called the meeting of the Select Board to order at 7:06 PM under Chapter Two of the Acts of 2023. The Chairman introduced the Members of the Trust and Staff and led the Pledge of Allegiance.

- 3. Public Comment**

Diane DiTullio Agostino -Address not provided.

Ms. DiTullio Agostino shared her concerns regarding the delay in reappointing the Member of the Commission on Disability. Ms. DiTullio Agostino explained the purpose of the Commission and asked the Board to expedite the appointment process.

Bob Sweeney -Address not provided.

Mr. Sweeney offered his thoughts on the location of the Animal Shelter. Mr. Sweeney is in favor of the Governor Stoughton property and encouraged the Town to act quickly to complete the project.

- 4. Discussion/Approval - Milton Art Center / East Milton Library**

a. Lease Amendment with the Milton Art Center for the East Milton Library located at 334 Edge Hill Road

Mr. Milano noted that the Milton Art Center would like to amend their lease to include a rent wavier if MAC were exceeding their current cap in building improvements. The Board agreed to defer the discussion on the Lease Amendment with the Milton Art Center to a future meeting.

b. Milton Art Center Application to the Community Preservation Committee

Mr. Milano spoke on behalf of Ms. Joan Clifford, the Director for the Milton Art Center. Ms. Clifford could not be in attendance this evening. The Milton Art Center (MAC) applied for funding through Community Preservation Act funding for new windows. The Select Board will need to approve once eligibility has been determined by the Community Preservation Committee.

c. Installation of Shade Structure

Mr. Milano provided the Board with a request from the Milton Art Center (MAC) to construct a shade structure behind the building. MAC would be responsible for funding this project and would like the Board's approval to move ahead with the project.

Mr. Wells moved to approve the installation of the Shade Structure at the rear of the Milton Art Center. The motion was seconded by Mr. Zoll. The Board voted unanimously by roll call to approve the Shade Structure.

BRADLEY: NO

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

5. Discussion/Approval – Conditional approval of Common Victualler Licenses: El Barrio Mexican Grill at: 27 Central Ave and 537 Adams Street, Milton, MA

Chair Zullas welcomed Mr. Vasquez, the proprietor of El Barrio Mexican Grill to the Select Board Meeting. Mr. Vasquez was joined by Ms. Suzanne Lombardi, owner of the Plate formerly located at 27 Central Ave and 10 Bassett St. Mr. Vasquez provided the Board Members with an overview of his business plan for the locations at 27 Central Ave. and 537 Adams Street.

Ms. Lombardi spoke on behalf of Mr. Vasquez and asked that the Board consider approving the CV license for 27 Central Ave. Her company is eager to see a new business venture in that area.

Ms. Bradley raised concerns regarding the ARPA Business Grant Award that Lombardi Enterprises received from the Town of Milton for the Plate located at 27 Central Ave.

Chair Zullas noted that the ARPA Grant should not be a factor. Ms. Lombardi noted that her company did indicate on their ARPA application that they did not intend to keep the 27 Central Ave. location open and would be looking for a business to take over the lease.

Following the discussion, Mr. Wells moved to offer conditional approval of a Common Victuallar License to Joandry Vasquez for the El Barrio Mexica Grill located at 27 Central Ave. The motion was seconded by Mr. Zoll. The Board voted by roll call (4-1) to offer conditional approval of a Common Victuallar License at 27 Central Ave.

BRADLEY: NO

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

Mr. Wells moved to offer conditional approval of a Common Victuallar License to Joandry Vasquez for the El Barrio Mexica Grill located at 537 Adams St. The motion was seconded by Ms. Musto. The

Board voted unanimously by roll call (5-0) to offer conditional approval of a Common Victuallar License at 537 Adams Street.

BRADLEY: YES

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

6. Discussion/Update - Animal Shelter Project

Chair Zullas shared the timeline of the Animal Shelter Building Project. Chair Zullas then invited Attorney Kevin Freytag from the Office of Town Counsel, Attorney Marion McEttrick, Counsel for the Milton Animal League and Members of the Animal Shelter Advisory Committee to share updates/ideas with the Select Board

Attorney Freytag shared an update from the meeting held on May 24th with Counsel from the Charities Division of the Attorney General's office. Attorney Freytag was accompanied by Mr. Milano, Town Administrator; Attorney McEttrick, Milton Animal League; Mr. Czerwienski, Director of Planning and Community Development and Susan Philips, Animal Shelter Advisory Committee. The purpose of the meeting was to seek approval to build a new animal shelter on the Governor Stoughton property. The new animal shelter would be a tenant of the Governor Stoughton property and would not deter future housing opportunities.

The Attorneys from the Charities Division requested that the Town identify the business relationship and create a business plan for the new animal shelter. This plan would help the Attorney General's office determine whether the terms of the Trust are being addressed.

The Milton Animal League has submitted a draft proposal of a business plan to the Select Board for review.

Attorney McEttrick, Counsel for the Milton Animal League encouraged the Select Board and the Trustees of the Governor Stoughton to make a decision on how the Milton Animal League should proceed. Does the League have permission to proceed with a cost study for the Governor Stoughton property? The anonymous donor who offered \$2.5million in a matching grant is also eager to move forward. The Milton Animal League is concerned that future delays will impact construction costs.

Mr. Daly, Chair of the Animal Shelter Advisory Committee, was joined by his colleagues: Therese Desmond, Co-Chair, and Victoria Shea, Member. Mr. Daly provided an update on the Committee's progress.

At the request of the Governor Stoughton Trustees, the Animal Shelter Advisory Committee, (ASAC) has been pursuing parallel paths.

The RFP (Request for Proposal) for the access road site is ready for publication but is temporarily on hold while the Committee explores an alternative location on the Governor Stoughton property. The Committee has also prepared the draft of the business plan requested by the Attorney General's office. The ASAC members are ready to move forward on the RFP for the access road site. Mr. Kalous, OPM for Hill International provided an estimate in April of \$4.4 million.

Mr. Toulias, a Member of the ASAC did some additional research and worked with Avalaon Building of Boston. The rough estimate from Avalon for a 4,000 sq. ft building: \$600,00, but it did not include: site work, foundation, sill and finish work. The Committee is aware that site, foundation and finish work will increase costs. Based on the averages: ASAC hopes to see costs at \$1.4 million.

The Animal Shelter Advisory Committee is waiting for further instructions from the Select Board and/or Governor Stoughton Trustees on how to proceed.

The Select Board Members each shared their views on the animal shelter building project.

Chair Zullas did ask Attorney McEttrick, Counsel for the Milton Animal League about the location condition that the donor requested when they offered the \$2.5 million matching grant. Would the donor consider removing the condition and offering the grant to build the animal shelter on the access road rather than the Governor Stoughton property? Attorney McEttrick will address and follow-up with the Select Board.

Chair Zullas thanked everyone for their hard work. The Select Board will address the Animal Shelter Building project at a future meeting.

At 8:55 PM, Mr. Wells moved to recess the Select Board Meeting and called to order the meeting of the Governor Stoughton Trustees. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call to recess the Select Board Meeting.

BRADLEY: YES

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

The Select Board reconvened at 9:41PM.

7. Discussion/Approval - Select Board's Goals and Objectives

Mr. Wells moved to approve the Select Board's Goals and Objectives. The motion was seconded by Ms. Bradley. The Board voted unanimously by roll call (5-0) to approve the Select Board's Goals and Objectives.

BRADLEY: YES

MUSTO: YES

WELLS: ABSTAIN

ZOLL: YES

ZULLAS: YES

8. Discussion/Approval - Town Administrator's Goals and Objectives

Mr. Wells moved to approve the Town Administrator's Goals and Objectives. The motion was seconded by Ms. Bradley. The Board voted unanimously by roll call (5-0) to approve the Town Administrator's Goals and Objectives.

BRADLEY: YES
MUSTO: YES
WELLS: YES
ZOLL: YES
ZULLAS: YES

9. Discussion/Approval - Fall Town Meeting dates

Mr. Wells moved to approve changing the Fall Town Meeting from October 30, 2023 to December 4, 2023. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to change the date of the Fall Town Meeting.

BRADLEY: YES
MUSTO: YES
WELLS: YES
ZOLL: YES
ZULLAS: YES

10. Discussion/Approval - Applications to the Community Preservation Committee

Mr. Milano provided the Board with the applications for funding eligibility through the Community Preservation Act, presented by the Community Preservation Committee.

Application #1: \$75,000 Basketball Court Improvements -Town Hall and Fire Station

Mr. Wells moved to approve the application for \$75,000 in funding through the Community Preservation Act, (CPA) for basketball court improvements for the playground/area on the corner of Walnut Street and Clapp St. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the CPA application.

BRADLEY: YES
MUSTO: YES
WELLS: YES
ZOLL: YES
ZULLAS: YES

Application #2: Bench and Pergola at Manning Park

Mr. Milano noted that the cost was left blank so the Select Board could share their suggestions.

The cost of the pergola/benches is \$750,000. Representative Driscoll secured an earmark of \$100,000 in the FY'23 state budget which can be carried forward to a future budget. Mr. Wells suggested a cost request of \$250,000. Mr. Wells had previously consulted the former CPC Chair, Rob Levash and the DPW Director, Chase Berkeley on the value.

Mr. Wells moved to approve the application for \$250,000 in funding through the Community Preservation Act, (CPA) for the benches and pergola at Manning Park. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the CPA application.

BRADLEY: YES

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

11. Discussion/Approval – Committee Appointments and Reappointments

Mr. Wells moved to appoint Lisa Troy as the School Committee Designee and Mary Stefanidakis as the Town Administrator's Designee to the Climate Action Planning Committee for one-year terms. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to the appointments to the Climate Action Planning Committee.

BRADLEY: YES

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

Ms. Bradley moved to appoint Ron Israel to the Climate Action Planning Committee for a term of one year. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call (5-0) to the appointment to the Climate Action Planning Committee.

BRADLEY: YES

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

Mr. Wells abstained from the discussion/vote of the Capital Improvement Planning Committee.

Ms. Musto moved to appoint Dr. Elizabeth Carroll as the School Committee Designee to the Capital Improvement Planning Committee for a term of one year. The motion was seconded by Mr. Zoll. The Board voted unanimously by roll call (5-0) to the appointment to the Capital Improvement Planning Committee.

BRADLEY: YES

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

Mr. Wells moved to appoint Giselle Dimanche to the Youth Task Force for a term of one year. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the appointment to the Youth Task Force.

BRADLEY: YES

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

The Board agreed to defer any additional appointments to the Youth Task Force.

12. Discussion/Approval – Donations to the Milton Coalition

Mr. Wells moved to accept the donations to the Milton Coalition from the Congregation Beth Shalom Blue Hills in the amount of \$100.00, the Milton Rotary Club Foundation, Inc. in the amount of \$720.00 and \$500.00 from the First Congregational Church of Milton. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to accept the donations to the Milton Coalition.

BRADLEY: YES

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

13. Discussion/Approval - Authorize the Town Administrator to execute contracts \$50,000 or less in Fiscal Year 2023 and Fiscal Year 2024

Following a brief discussion, Mr. Wells moved to authorize the Town Administrator to execute contracts of \$50,000 or less in Fiscal Year 2023 and Fiscal Year 2024. The motion was seconded by Ms. Musto. The Board voted unanimously to authorize the Town Administrator to execute contracts of \$50,000 or less in Fiscal Year 2023 and Fiscal Year 2024.

BRADLEY: YES

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

14. Discussion/Approval – One-Day Liquor License Application and request to waive fee: Lynda-Lee Sheridan and Cypress Catering for the Milton Music Festival and Fireworks: Saturday, June 24th from 5PM-11PM and Sunday, June 25th from 12PM-9PM at Hutchinson Field

Mr. Wells abstained from the discussion and vote.

Mr. Zoll moved to approve the One-Day Liquor License Application and request to waive fee: Lynda-Lee Sheridan and Cypress Catering for the Milton Music Festival and Fireworks: Saturday, June 24th from 5PM-11PM and Sunday, June 25th from 12PM-9PM at Hutchinson Field. The motion was seconded by Ms. Musto.

Ms. Bradley shared her concerns regarding the request to waive the fee. The Members had a brief discussion on the matter. The Board voted by roll call (4-1) to approve the application and waive the \$50.00 fee.

BRADLEY: NO

MUSTO: YES

WELLS: ABSTAIN

ZOLL: YES

ZULLAS: YES

15. Discussion/Approval - Meeting Minutes: May 1, 2023, May 2, 2023, May 4, 2023, May 8, 2024 and May 9, 2024, May 23, 2023

Mr. Wells moved to approve the meeting minutes for May 1, 2023, May 2, 2023, May 4, 2023, and May 23, 2023. The motion was seconded by Ms. Musto. The Board voted by roll call to approve the meeting minutes.

BRADLEY: YES, excluding minutes for May 1, 2023

MUSTO: YES

WELLS: YES, excluding minutes for May 1, 2023 and May 2, 2023

ZOLL: YES, excluding minutes for May 4, 2023

ZULLAS: YES

16. Town Administrator's Report

Mr. Milano provided an update on the goings on at Town Hall.

Mr. Milano welcomed the new employees: Joe Atchue, the Building Commissioner, and Sky Berube, Civil Engineer.

The Department of Planning and Community Development will be hosting a Public Forum on June 15th at 6:30PM at the Milton Public Library to discuss the MBTA Communities Zoning Law.

The MBTA will be hosting a public meeting on Tuesday, June 20, 2023 at 6:30PM to discuss the Mattapan Line Transportation Program. The meeting will take place on Zoom and registration is required.

The MBTA is conducting a sound study of the Hyde Park - Readville line. While the MBTA requested input from Milton residents, the questionnaire was not made available. Mr. Milano is working with the MBTA to address this matter.

17. Chair's Report

No Report at this time.

18. Public Comment Response

Ms. Bradley asked the Members to help champion the term Select Board rather than Selectmen.

19. Future Meeting Dates:

The Board will meet on Tuesday, June 27, 2023, Tuesday, July 11, 2023 and Tuesday, July 25, 2023

20. 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 Zullas moved to enter into Executive Session to discuss litigation strategy against the Massachusetts Bay Transit Authority (MBTA) related to the condition of the stairs at the MBTA station located at Adams Street, Milton, MA based on my belief that discussion of this matter in open session may have a detrimental effect on the litigating position of the Select Board. The Select Board will return to Open Session. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to enter Executive Session.

BRADLEY: YES

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

21. Executive Session - Pursuant to M.G.L. c. 30A, § 21(a)(3) – To discuss strategy with respect to collective bargaining

- a. Milton Clerical Unit of the Southeastern Public Employees Association**
- b. Milton Professional Management Association**
- c. Milton Firefighters, Local 1116**
- d. Milton Police Association**
- e. Milton Superior Officers**

Chair Zullas moved to enter into Executive Session to discuss strategy with respect to collective bargaining.

- a. Milton Clerical Unit of the Southeastern Public Employees Association
- b. Milton Professional Management Association
- c. Milton Firefighters, Local 1116
- d. Milton Police Association
- e. Milton Superior Officers

based on my belief that discussion of this matter in open session may have a detrimental effect on the litigating position of the Select Board. The Select Board will return to Open Session. The motion was seconded by Mr. Wells. The Board voted unanimously by roll call (5-0) to enter Executive Session.

BRADLEY: YES

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

22. Executive Session - Pursuant to M.G.L. c. 30A, § 21(a)(6) -To discuss the purchase, exchange, lease or value of real property (Blue Hill Ave: B 7 5 and 676 Brush Hill Road: B 7 4)

Chair Zullas moved to enter into Executive Session to discuss the purchase, exchange, lease or value of real property (Blue Hill Ave: B 7 5 and 676 Brush Hill Ave: B 7 4) based on my belief that discussion of this matter in open session may have a detrimental effect on the litigating position of the Select Board. The Select Board will return to Open Session. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to enter Executive Session.

BRADLEY: YES

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

The Select Board returned to Open Session at 11:10PM.

23. Discussion/Approval - Memorandum of Agreements with the Milton Police Association and the Milton Superior Officers for the period July 1, 2022 through June 30, 2025

Mr. Wells moved to approve the memorandum of Agreements with the Milton Police Association and the Milton Superior Officers for the period July 1, 2022 through June 30, 2025. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the memorandum of Agreements with the Milton Police Association and the Milton Superior Officers.

BRADLEY: YES

MUSTO: YES

WELLS: YES

ZOLL: YES

ZULLAS: YES

24. Adjourn

At 11:11PM, Mr. Wells moved to adjourn. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to adjourn.

BRADLEY: YES

MUSTO: YES

WELLS: YES
ZOLL: YES
ZULLAS: YES

Respectfully submitted by Lynne DeNapoli, Executive Administrative Assistant to the Select Board.

Documents:

Request from the Milton Art Center-Shade Structure

Copy of M.G.L. C. 140, Section 6: Conditions Precedent: Proposed Plans, Cost Estimates as Victualler or Innholder.

Applications for Common Victualler Licenses from Joandry Vasquez
El Barrio Mexican Grill -27 Central Ave. and 537 Adams Street

Community Preservation Eligibility Applications: Basketball Court Improvements Bench/Pergola at Manning Park

Select Board Goals and Objectives

Town Administrator Goals and Objectives

Charge: Climate Action Planning Committee

Volunteer Applications for the Climate Action Planning Committee:

Lisa Troy (School Committee Designee)

Ron Israel

Rich Boehler

Kimberly Johnson

Joseph Modugno

Matt Panucci

Stephen Popkin

Fred Taylor

Mary Stefanidakis

Charge: Youth Task Force

Volunteer Applications for the Youth Task Force

Lisa Courtney

Gisele Dimanche

Allison Gagnon

Christina Lilliehook

Neal Piliavin

Stephen Popkin

Donations to the Milton Coalition:

\$100.00 from the Congregation Beth Shalom Blue Hills

\$720.00 from the Milton Rotary Club Foundation, Inc.

\$500.00 from the First Congregational Church of Milton

One Day Liquor License Application from -Lynda-Lee Sheridan and Cypress Catering

For the Milton Music Festival on June 24th and June 25th

Draft Meeting Minutes: May 1, 2023, May 2, 2023, May 4, 2023, May 8, 2023, May 9, 2023 and May 23, 2023