# TOWN OF MILFORD Milford, Massachusetts

### **NOTICE OF MEETING**

Board or Commission Milford Select Board
Date and Time of Meeting October 12, 2021, 7:00PM
Place of Meeting Room 03, 52 Main Street

MILFORE TO THE CLERK 2021 OCT -7 PM 2: 04

### **CITATION-Ed Motuzas**

# A.) SIGNING OF WARRANT, APPROVAL of Minutes, September 27, 2021,

September 28, 2021, September 30, 2021

**EXECUTIVE SESSION Minutes,** September 27, 2021, September 28, 2021 September 30, 2021

### **B.) INVITATION TO SPEAK**

Remote Public Hearing/Invitation to Speak access now requires advanced registration. Please register online here: <a href="http://tiny.cc/6qzjuz">http://tiny.cc/6qzjuz</a> Any member of the public may now register to access the zoom webinar as an attendee. Public attendees will be able to view the zoom LIVE and request to speak at the "Public Hearing/Invitation to Speak."

### C.) PUBLIC HEARINGS

1. 7:00 PM National Grid and Verizon New England Inc., re: Pole Location-Industrial Road

### D.) SCHEDULED APPOINTMENTS

- 1. Human Resources Director, re: Job Descriptions, Policies and Training Grant
- 2. School Committee, re: Strategic Plan and Connections Mentoring Program
- 3. Finance Director, IT Director, re: ARPA Projects

### E.) TOWN ADMINISTRATOR'S REPORT

### F.) OLD BUSINESS

- 1. Amazon, re: Update
- 2. Special Town Meeting, Review of Articles

### **G.) NEW BUSINESS**

- 1. Director of Transportation/Community Use, re: 2 Bus Turn Around Signs-Beaver Street and Gordon Drive
- 2. Milford High School Boosters Club, Inc., re: Permit to Obstruct
- 3. Historical Commission, re: Resignation
- 4. Historical Commission, re: Appointment
- 5. Downtown Revitalization Committee, re: Resignation
- 6. Downtown Revitalization Committee, re: Appointment
- 7. Fire Department, re: Permit to Obstruct-Santa Parade
- 8. Stop Sign-Woodridge Road and Highland Street
- 9. Discuss State Ethics Public Education Letters dated September 30, 2021, re: William Kingkade and Christopher Morin Published on the Commission website

### H.) CORRESPONDENCE

### I.) EXECUTIVE SESSION

- 1. Attorney Jed Nosal, re: Water Company Update
- 2. Discuss strategy regarding the conveyance of Town owned land at the Sewer plant to Hopedale for the construction of a retention pond

The listing of matters above are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Signature	RR	a Villani	Dated	10/7/21	

10-12-21

# MILFORD SELECT BOARD

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679 Phone 508-634-2303 Fax 508-634-2324

Michael K. Walsh, Chairman Thomas J. O'Loughlin, Esq. Paul A. Mazzuchelli

Richard A. Villani Town Administrator

### TOWN OF MILFORD: NOTICE OF PUBLIC HEARING

Notice is hereby given that the Milford Select Board has received the following petition:

PLAN NO.

30365201

**RECEIVED FROM:** 

Massachusetts Electric Company and Verizon New England, Inc.

**DESCRIPTION:** 

Industrial Rd

National Grid request to install new poles P7-50 and P7

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

October 12, 2021, Room 03 Milford Town Hall at 7:00PM

Abutters are invited to attend this hearing and participate in the discussion, if you wish to do so.

PER ORDER SELECT BOARD

Michael K. Walsh, Chairman

Thomas J. O'Loughlin, Esq.

Paul A. Mazzuchelli

cc:

Massachusetts Electric Verizon New England, Inc.

Files

October 6, 2021

#### PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

September 16, 2021

To the Board of Selectmen of the Town of Milford, Massachusetts

#### MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.

request permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary to be owned and used in common by your petitioners, in the following public way or ways:

Industrial Rd

Installing new poles P7-50 and P7

Wherefore they pray that after due notice and hearing as provided by law, it be granted joint or identical locations for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked: MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.

Plan No. 30365201 Dated: 8/25/2021

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one cross arm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

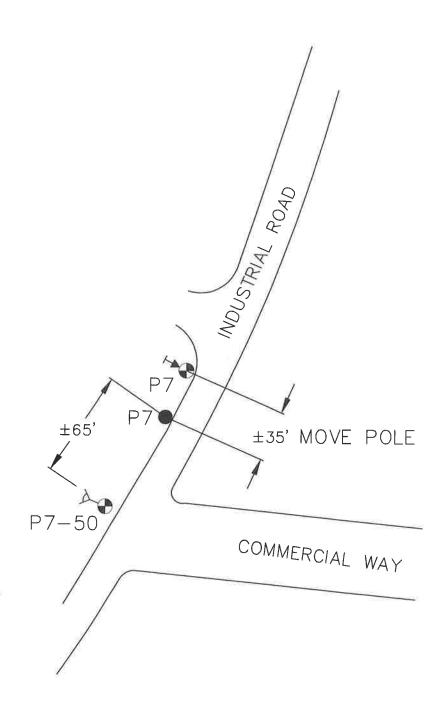
MASSACHUSETTS ELECTRIC COMPANY

Manager of Distribution Design

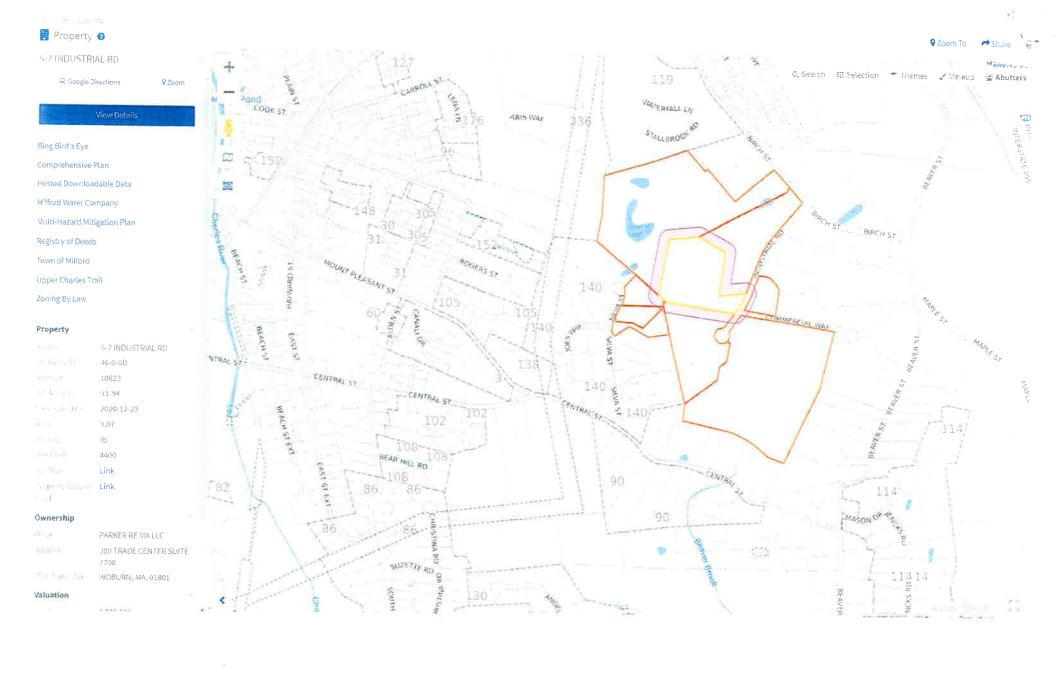
VERIZON NEW ENGLAND, INC.

Albert C. Bessette
y:\_\_\_\_\_\_
Manager, R.O.W.





LEGEND	SIRA	NATURALS	INC	Date:	8.25.2021
PROPOSED J/O POLE GUY	311171	PETITION	1140.	Design	er: M.R.
EXISTING J/O POLE	5 INDUSTRAIL ROAD		MILFORD, MA.	W/R:	30365201
			The second of th		







**Job Description** 

Position:

**Facilities Director** 

**Primary Location:** 

**Various Locations** 

**Employment Status:** 

Full-time, Salaried, Exempt

Reports To:

Town Administrator

Description Updated On:

October 6, 2021

# Summary/Objective

The primary function of this position is to direct all aspects of building and facilities operations, including scheduled and emergency maintenance, repairs, and renovations by town employees and contractors; assess the quality of work performed and supervise the completion of work through review of reports, frequent site inspections, and conferences with supervisors and Department Heads. Perform skilled and semi-skilled maintenance tasks in the repair, maintenance, and upkeep of town facilities, including carpentry, mechanical, custodial and basic non-licensed electrical, plumbing, and HVAC work, in accordance with OSHA safety regulations, town policies and procedures observing all safety regulations, ensuring all quality standards are met and a safe, courteous and professional behavior is observed in all situations. The employee serves as the on-call lead, available to respond to facilities-related emergency situations as needed. The Facilities Director will also have budgetary and capital planning responsibility. Employee is required to perform all similar or related duties. The Facilities Director is responsible for the direct supervision of no fewer than six (6) employees with maintenance responsibility at nine (9) distinct Town buildings and who work different shifts.

#### **Essential Functions**

- Supervises the maintenance of all mechanical, electrical, and plumbing equipment including HVAC systems, electric motors, pumps, ventilating fans, air conditioning and electrical control units.
- Investigates the condition of buildings, equipment, and grounds, and recommend improvements in the facilities.
- Maintains all decorative lights on Main Street.
- Evaluates and prioritizes necessary repairs, improvements, and preventive maintenance; follows all safety rules and regulations to minimize risk and enhance the safety of employees, contractors, vendors, and visitors; checks property and grounds for unsafe conditions, and clear hazards; report safety conditions, security issues and illegal activities.
- Completes administrative duties of the Facilities Maintenance Department; maintains records, prepares purchase orders, bills, and other related documents (bids, funding in accordance with federal and state laws and local by-laws), handles questions, issues and concerns of property owners, contractors, builders, and other concerned parties with regard to current and future projects as required.
- Trouble-shoots and performs diagnostics for repair of electrical, plumbing, and mechanical systems.

- Performs a variety of skilled and semi-skilled facilities maintenance, preventive maintenance, component replacement, and repair tasks, including carpentry, mechanical, security systems, and basic non-licensed electrical, plumbing, and HVAC work; operates hand and power tools; coordinates work with service vendors and contractors.
- Reads and interprets project work orders; identifies material and equipment needs and organizes supplies and equipment; prepares written reports as required and documents the work performed.
- Responsible for developing and maintaining a preventative building maintenance program pertaining to the cleaning and routine maintenance of Town buildings.
- Ensures that walkways and grounds around Town buildings are clean.
- Maintains an inventory of cleaning equipment and supplies and orders replacement as necessary within budgetary appropriations.
- Performs routine plumbing, carpentry, mechanical or electrical work as required.
- Oversees construction contractors and other tradespersons performing work on or in Town buildings.
- Assists with development and maintenance of multi-year capital improvement and maintenance plans. Responsible for preparation and maintenance of department budget. Secures cost estimates for all capital repairs and projects.

### Required Qualifications, Education, and Experience

- High School Diploma or equivalent
- Must have:
  - (5) yrs. experience in building maintenance operations, custodial duties, procedures, tools, and equipment used in maintenance of municipal facilities and grounds.
  - Knowledge of electrical, plumbing, and HVAC standards and maintenance techniques.
  - o Familiarity with building alarm systems and security systems procedures and access controls.
  - Knowledge of local building codes, policies, regulations, and guidelines for maintenance of public facilities.
  - o Familiarity with current OSHA standards and requirements.
  - Ability to identify maintenance needs and take the appropriate corrective actions and supervise and direct employees, contractors, and vendors as required.
  - Flexibility to work daytime, evening, and on-call hours is required.

#### **Knowledge, Skills, & Abilities**

- Must have working knowledge of building maintenance products, equipment, techniques, and practices including HVAC, plumbing, electric and masonry construction work, and knowledge of safe work practices in the maintenance of buildings.
- Must have ability to accurately estimate labor/ material costs.
- Must possess effective work organizational skills and have proficient mechanical and physical skills required to carry out job duties. Must have the ability to prioritize tasks and work independently.
- Must be able to carry out a variety of work assignments in a detailed, efficient, independent, and safe
  manner; to carry out job duties often under potentially dangerous working conditions in a safe and
  efficient manner and to read, interpret and follow oral and written instructions. Ability to work with a
  wide range of building maintenance equipment is necessary. Must be capable of using Microsoft Office
  and related computer programs.
- Must be able to establish and maintain cooperative working relationships with co-workers and the public.

# **Physical and Mental Job Requirements**

Duties generally present occupational risks to the employee; personal injuries may occur from the

improper use of cleaning and/or building maintenance equipment and related materials, traffic, confined spaces/high places, and exposure to hazardous toxins or fumes and chemicals that could result in loss of time from work. Examples of personal injury include severe muscular strains from working with extremely heavy material for long periods of time, falls from heights in excess of three feet. Special safety precautions, training, or protective clothing such as gowns, coats, gloves, glasses, hard hats, or boots may be required to carry out job duties in a safe and effective manner.

- Work requires the exercise of physical strength and effort daily to move self in a variety of different positions to lift, push, pull, carry, or stacking objects up to 50 lbs., such as chairs and tables and building maintenance equipment. Must regularly climb and descend stairs and ladders, and work in confined spaces.
- Exposure to:
  - o Extreme noise levels
  - Radiation
  - o Chemicals
  - Electrical hazards
  - Hazardous waste
  - Acidic or harsh substances
  - Fumes/airborne particles
  - Allergens
- Use of and/or subject to:
  - High/precarious places
  - Ladder/step stool
  - Scaffold
  - Light equipment
  - Moving mechanical parts
  - Computers/monitors
  - Confined spaces
  - Vibration
  - Handheld manual tools
  - Handheld power tools
- Mental requirements:
  - Understand and apply routine verbal and/or written instructions
  - Understand and apply non-routine verbal and/or written instructions
  - o Understand complex problems and collaborate to explore alternative solutions
  - Organize actions to complete sequential and/or routine tasks
  - o Organize and prioritize individual work schedule to manage multiple tasks and/or projects
  - o Organize and prioritize the work schedules of others to manage multiple tasks and/or projects
  - Make decisions that have an impact on the individual's work
  - o Make decisions that have an impact on the immediate work unit's operations and/or services
  - Make decisions that have significant impact on a department's credibility, operations, and/or services
  - Communicate and exchange routine/basic information
  - Communicate and explain a variety of information
  - Memorization/concentration
  - Learning/knowledge retention
  - Preparing/analyzing numerical figures
  - Emotional/behavioral self- regulation
  - Interacting with others

#### **Work Environment**

The nature of duties may involve continuous presence of unpleasant or irritating elements, such as considerable noise, odors, chemical fumes, dust, smoke, heat, cold, oil, dirt, or grease. Work is often performed outdoors, regardless of weather conditions; and may involve working at heights, in cramped quarters, or working around machinery and its moving parts.

#### **Hours of Work**

- This role is paid on a salaried basis.
- Typically, full-time salaried employees work 40 hours during a Monday through Friday workweek. However, this is a salaried position, and the individual is expected to work as required to complete the duties of the position. This may mean hours beyond 40 per week are required.

### **AAP/EEO Statement**

The Town of Milford is committed to a firm policy in favor of equal employment opportunity and will abide by all applicable state and federal regulations by not discriminating against any applicant or employee on the basis of race, religion, color, creed, sex, age, national origin, citizenship status, marital status, sexual orientation, gender identity and expression, disability or veteran status. Our commitment to equal employment opportunities shall include employment, upgrading, promotion, demotion, transfer, leaves or other absences from work, layoff, compensation and benefits, selection for training or other education, professional opportunities, and conflict resolution.

It is also the policy of Town of Milford to take affirmative action to employ and to advance in employment, all persons regardless of their status as woman, minority or individuals with disabilities or protected veterans, and to base all employment decisions only on valid job requirements.

Please inform us of any necessary accommodations required during the application process and/or at any time during employment.

#### Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

#### Signatures

Employee signature	below constitutes emp	loyee's understanding of	the requirements,	essential functions,	and
duties of the position	n.				

Employee	Date		
Hiring Manager	Date		



**Job Description** 

Position:

**Human Resources Coordinator** 

**Primary Location:** 

Town Hall

**Employment Status:** 

Full-time, Hourly, Non-Exempt

Reports To:

**HR Director** 

Description Updated On:

October 7, 2021

# Summary/Objective

The Human Resources Coordinator is responsible for the provision of a wide range of services in support of a major department of the Town. Under the direction of the Human Resources Director, the HR Coordinator will support all aspects of the employee lifecycle. The employee is required to perform all similar or related duties.

#### **Essential Functions**

- In the absence of the HR Director, serves as a liaison for the department, answering questions and/or referring to appropriate contact; forwards questions and/or concerns to the HR Director for review.
- Assists in managing new hire process, including job postings, resume screening, and phone interviews.
   May participate in interviews with management team. Conducts reference checks.
- Processes CORI background checks, as authorized by the HR Director, for all employees except School Department.
- Assists in planning and execution of various HR programs and initiatives. Coordinates meetings, creates materials and presentations, researches key topics, and provides ongoing support and follow up for projects.
- May be asked to lead projects and programs on behalf of the HR Director, advising department heads and clerical staff to ensure compliance.
- Maintains all personnel files in compliance with applicable legal requirements.
- Listens and responds to inquiries made by individuals calling or walking into the Human Resources
  office and escalates complex issues to the HR Director concerning, but not limited to, terminations,
  leaves of absence, employee relations matters, compliance, and other HR issues as they arise.
- Assists with other duties and projects as assigned.

# Required Qualifications, Education, and Experience

Bachelor's Degree in Human Resources or a related field preferred; a minimum of two (2) years of HR experience or an equivalent combination of education and experience.

# Preferred Qualifications, Education, and Experience

Municipal experience a plus, especially in a unionized environment.

### Knowledge, Skills, & Abilities

- Working knowledge of municipal departments and town government operations including state laws, Personnel Board regulations, and local Bylaws. Thorough knowledge of HR laws, policies, practices, and procedures. Proficient in Microsoft Office, including Excel.
- Excellent customer service, and written and oral communication skills; good judgment and integrity.
   Proficient technology and personal computer keyboarding skills. Effective organization and planning skills. Exceptional interpersonal skills to handle sensitive and confidential matters. Superior organizational skills and attention to detail.
- Ability to work independently and be self-motivated. Must be able to multi-task and prioritize work effectively. Ability to establish and maintain effective working relationships with employees of the Town and to deal effectively with employee relations issues; ability to maintain highly sensitive and confidential information. Ability to manage multiple tasks in detailed, timely and effective manner as well as to receive directions from a variety of sources. Ability to take initiative in responding to various requests for information or in response to a wide range of issues.

# **Physical and Mental Job Requirements**

- Little or no physical demands are required to perform the essential functions of the position. Work
  effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking,
  kneeling, twisting, reaching with hands and arms, and standing. The employee is occasionally required
  to lift, push, or pull objects such as books, office equipment, and computer paper.
- Mental requirements:
  - Understand and apply routine verbal and/or written instructions
  - o Understand and apply non-routine verbal and/or written instructions
  - Organize actions to complete sequential and/or routine tasks
  - o Organize and prioritize individual work schedule to manage multiple tasks and/or projects
  - Make decisions that have an impact on the individual's work
  - Communicate and exchange routine/basic information
  - Communicate and explain a variety of information
  - Memorization/concentration
  - Learning/knowledge retention
  - o Emotional/behavioral self- regulation
  - Interacting with others

#### **Work Environment**

The functions of this role are conducted in an office environment.

# **Hours of Work**

- This role is paid on an hourly basis.
- This is a full-time position of 35 hours during a Monday through Friday workweek. The employee may occasionally be required to work beyond normal business hours to attend meetings.

#### AAP/EEO Statement

The Town of Milford is committed to a firm policy in favor of equal employment opportunity and will abide by all applicable state and federal regulations by not discriminating against any applicant or employee on the basis of race, religion, color, creed, sex, age, national origin, citizenship status, marital status, sexual orientation, gender identity and expression, disability or veteran status. Our commitment to equal employment opportunities shall include employment, upgrading, promotion, demotion, transfer, leaves or other absences from work, layoff, compensation and benefits, selection for training or other education, professional opportunities, and conflict resolution.

It is also the policy of Town of Milford to take affirmative action to employ and to advance in employment, all persons regardless of their status as woman, minority or individuals with disabilities or protected veterans, and to base all employment decisions only on valid job requirements.

Please inform us of any necessary accommodations required during the application process and/or at any time during employment.

#### **Other Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

### Signatures

Hiring Manager\_\_\_\_\_

Employee signature below constitutes employee's a duties of the position.	understanding of the requirements,	nents, essential functions, an	
Employee	_ Date	W.	

Date\_



### **Job Description**

Position:

Information Technology Director

**Primary Location:** 

Town Hall

**Employment Status:** 

Full-time, Salaried, Exempt

Reports To:

Select Board

Description Updated On:

**September 15, 2021** 

# **Summary/Objective**

The Director of Information Technology is responsible for planning, organizing, directing, supervising and evaluating the acquisition and application of technology in support of all Town of Milford activities; coordinating the development and implementation of the Town of Milford's technology master plan; coordinating, organizing and supervising staff development, training and technical guidance in software, educational technology and use of systems; assisting in the development of the Town of Milford's technology budget and pursuing alternative funding sources.

The employee plans, coordinates, directs, and designs all operational activities of the IT department, as well as provides direction and support for IT solutions that enhance mission-critical business operations. The Director of Information Technology works closely with decision makers in other departments to identify, recommend, develop, implement, and support cost-effective technology solutions for all aspects of the organization.

#### **Essential Functions**

- Formulates and deploys long-term strategic plans for acquiring and enabling efficient and costeffective information processing and communication technologies.
- Manages IT department operational and strategic planning, including business requirements, project planning, and organizing and negotiating the allocation of resources.
- Collaborates with internal and external stakeholders (e.g., other administrators, hardware/software providers, consultants, auditors, public agencies, community members, etc.) for the purpose of implementing and/or maintaining services and programs.
- Develops and monitors the Town of Milford web site for the purpose of providing information regarding the activities of the Town of Milford.
- Develops liaisons with business sources and school support groups for the purpose of subsidizing the acquisition of new technology by soliciting and obtaining funding, hardware, software, expertise and/or community support.
- Directs department operations; the maintenance of services and the implementation of new programs and/or processes for the purpose of providing services within established timeframes and in compliance with related requirements.
- Facilitates technology meetings, workshops, seminars, etc. (e.g. technology committee, personnel actions, financial procedures, regulatory requirements, actions involving outside agencies, etc.) for the purpose of identifying information technology issues, developing recommendations, supporting other staff, and serving as a Town of Milford IT representative.
- Manages the development of the Town of Milford-wide area and local area networks for the

- purpose of ensuring the efficient growth and development of productivity computing for classified/support staff and Town of Milford administrators.
- Monitors budget allocations, expenditures, fund balances and related financial activities for the purpose of ensuring that allocations are accurate, revenues are recorded, expenses are within budget limits and/or fiscal practices are followed.
- Participates in a variety of meetings (e.g. leadership, workshops, inter and intra Town of Milford committees, community and public agencies, seminars, conferences, etc.) for the purpose of conveying and gathering information regarding a wide variety of subjects required to carry out their administrative responsibilities.
- Performs IT personnel administrative functions (e.g. hiring, counseling, training, supervising, evaluating, providing professional development opportunities, etc.) for the purpose of maintaining necessary staffing of the IT Department, enhancing productivity of staff, and ensuring necessary department/ program outcomes are achieved.
- Performs and assists in data investigations internally and externally in conjunction with Town Counsel, Human Resources and/or Town Administrator.
- Performs formal public records requests.
- Prepares a wide variety of reference, presentation, policy, and administrative materials (e.g., plans, budgets, funding requests, reports, analyses, recommendations, procedures, etc.) for the purpose of documenting activities, requests and issues; provides audit references, and/or meeting compliance requirements.
- Provides leadership and technical support for the purpose of designing, developing, and maintaining an efficient, unified, and fully integrated technology system.
- Researches topics related to current and emerging technology (e.g. relevant policies, current practices, staffing requirements, financial resources, etc.) for the purpose of developing new programs/services, ensuring program compliance with established requirements, securing general information and/or responding to requests.
- Where necessary, re-engineers applications support to ensure it aligns with business processes, tactical planning, and strategic vision.
- Defines and communicates project milestones, service level agreements, and resource allocation to executive team, department leads, support staff, and end users.
- Reviews performance of IT systems to determine operating costs, productivity levels, and upgrade requirements. Benchmarks, analyzes, reports on, and makes recommendations for, the improvement of the IT infrastructure and IT systems.
- Develops bid requirements for all hardware and software upgrades, reviews submitted bids for compliance with stated requirements, and makes the appropriate award.
- Authorizes and oversees the deployment, monitoring, maintenance, development, and support of all hardware and software based on department needs.
- Develops business case justifications and cost/benefit analyses for IT spending and initiatives.
- Oversees provisions of end-user services, including help desk and technical support services.
- Develops and implements, once approved, all IT policies and procedures, including those for architecture, security, disaster recovery, standards, purchasing, and service provision.
- Oversees negotiation and administration of vendor, outsourcer, and consultant contracts and service agreements.
- Establishes and maintains regular written and in-person communications with the organization's executives, department heads, and end users regarding pertinent IT activities.

# Required Qualifications, Education, and Experience

Bachelor's Degree (Master's degree preferred) with concentrations in Information Technology
 Management, Computer science, Information Systems or similar field, and a minimum of 15 years

related work experience.

 Certifications in CISA, PMP, MSCE, HIPAA, Microsoft 365 Certified, ConnectWise, LabTech, MCSA SQL Administration, ITIL and ITSM Microsoft, Dell, Apple, Cisco, Cyber Security

### Knowledge, Skills & Abilities

- Must have knowledge of federal, state, and municipal laws, regulations, and procedures relating to the function of an IT department as well as record retention, public records handling, network security, and data confidentiality.
- Demonstrated IT infrastructure strategic planning and development knowledge, project management, and policy development.
- Demonstrated ability to apply IT in solving business problems
- Knowledge of business theory, business processes, inter-governmental procedure, management, budgeting, and business office operations.
- Knowledge of systems design and development from business requirements analysis through to dayto-day management.
- Solid understanding, and technical knowledge of, current network and PC operating systems, hardware, protocols, and standards.
- Ability to communicate appropriately and effectively with people through spoken, written, listening
  and reading skills; ability to learn and to train staff members; ability to multi-task and perform multiple
  projects is required. Ability to conduct and direct research into IT issues and products and present
  ideas in business-friendly and user-friendly language.
- Proficient computer, mathematical, recordkeeping and clerical skills; excellent written and oral communication. Effective problem solving and analytical skills. Strong leadership and interpersonal skills, with the ability to establish and maintain effective working relations with the different town departments.

#### **Physical and Mental Job Requirements**

The functions of this role are typically conducted in an office environment. However, moderate effort may be required for such tasks as lifting, loading, pulling, or pushing computer and related office equipment; occasionally required to lift equipment and supplies weighing up to 50 pounds. Employee may be required to sit for extended periods of time.

#### Mental requirements:

- Understand and apply routine verbal and/or written instructions
- Understand and apply non-routine verbal and/or written instructions
- o Understand complex problems and collaborate to explore alternative solutions
- Organize actions to complete sequential and/or routine tasks
- o Organize and prioritize individual work schedule to manage multiple tasks and/or projects
- Organize and prioritize the work schedules of others to manage multiple tasks and/or projects
- Make decisions that have an impact on the individual's work
- o Make decisions that have an impact on the immediate work unit's operations and/or services
- Make decisions that have significant impact on a department's credibility, operations, and/or services
- Communicate and exchange routine/basic information
- Communicate and explain a variety of information
- o Communicate in-depth information for the purpose of interpreting, and/or negotiating
- Memorization/concentration
- Learning/knowledge retention
- Analyzing/examining/testing data

- o Emotional/behavioral self- regulation
- Interacting with others

### **Work Environment**

Work is performed under typical office conditions; the employee is required to travel between town buildings; work environment is moderately quiet, with exposure to hazards related to working with electrical devices. The employee is required to work outside of normal business hours periodically to perform duties and is on call to respond to emergency situations.

### **Hours of Work**

- This role is paid on a salaried basis.
- Typically, full-time salaried employees work 35 hours during a Monday through Friday workweek. However, this is a salaried position; the individual is expected to work as required to complete the duties of the position and this may mean hours beyond 35 per week are required.

### **AAP/EEO Statement**

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It is also the policy of Town of Milford to take affirmative action to employ and to advance in employment, all persons regardless of their status as woman, minority or individuals with disabilities or protected veterans, and to base all employment decisions only on valid job requirements.

Please inform us of any necessary accommodations required during the application process and/or at any time during employment.

#### **Other Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job.

#### **Signatures**

Employee signature below constitute duties of the position.	es employee's understanding of the require	ements, essential functions, and
Employee	Date	
Hiring Manager	Date	



**Job Description** 

Position:

Assistant to the Police Chief

**Primary Location:** 

**Police Station** 

**Employment Status:** 

Full-time, Hourly, Non-Exempt

Reports To:

**Police Chief** 

**Description Updated On:** 

October 5, 2021

### **Summary/Objective**

The employee is responsible for the provision of a range of administrative and clerical duties. The employee reports directly to the Chief of Police (or Deputy Chief in the absence of the Chief) and maintains confidentiality in all police business. They are required to perform all similar or related duties.

#### **Essential Functions**

- Keeps abreast of all department regulations, town by-laws, state statutes, department contracts, and communication standards related to Department operations.
- Responsible for the performance of a range of clerical and administrative duties including but not limited to maintaining and updating department files, preparing and processing the department's payroll including the maintenance of employee leave accruals, preparation of correspondence for the Police Chief, maintaining reports in accordance with State and Federal Public Records laws, and compiling department budget and statistical reports.
- Maintains and updates personnel files for all employees: Police, Dispatchers, Auxiliary, Retirees and Detail officers, with accurate information for purposes of documentation of injuries, work week, training, attendance, position changes, and advancements, etc. Forwards originals of all documentation to Human Resources.
- Maintains accurate spreadsheets on expenditures and balances for uniform allowances for police and dispatchers.
- Maintains accurate spreadsheets on expenditures for the income and disbursement of grant monies.
- Responsible for understanding the fiscal budget process, handling weekly accounts payable, and providing and maintaining weekly budget balances and updates to the Chief.
- Responsible for coordinating with high schools and colleges to bring interns to the department for college degree credits, for volunteers from high schools, and to maintain records for such.

# **Preferred Qualifications, Education, and Experience**

Bachelor's degree or a master craftsman level of clerical trade knowledge; minimum of three to five (3-5) years of office administration experience; or an equivalent combination of education and experience.

### Knowledge, Skills, & Abilities

- Working knowledge of the laws, codes, regulations, policies and operating procedures of the department; thorough knowledge of the geographical layout of the town as well as town government operations and town government. Working knowledge of office operating procedures and software technology (i.e., word processing and spread sheet applications) and the Internet and web site technology in support of department operations. Basic knowledge of bookkeeping and financial record keeping
- Ability to perform work accurately and efficiently despite frequent interruptions; effective organizational and communications skills (orally and in writing), and attention to detail.
- Ability to plan and prioritize work, perform multiple tasks within a timely manner and be self-motivated. Ability to maintain detailed and accurate records. Ability to interact effectively and appropriately with the public and other department personnel; ability to hear, understand, and respond to emergencies on a telephone quickly and appropriately.
- Extensive use of independent judgment and to exercise confidentiality with department records and personnel files in addition to all communications with management.

# **Physical and Mental Job Requirements**

- Little or no physical demands are required to perform the work. Work effort principally involves sitting for extended periods of time in order to perform work tasks with intermittent periods of stooping, walking, and bending; extensive use of computer.
- Mental requirements:
  - Understand and apply routine verbal and/or written instructions
  - Understand and apply non-routine verbal and/or written instructions
  - Organize actions to complete sequential and/or routine tasks
  - Organize and prioritize individual work schedule to manage multiple tasks and/or projects
  - Organize and prioritize the work schedules of others to manage multiple tasks and/or projects
  - Make decisions that have an impact on the individual's work
  - Make decisions that have an impact on the immediate work unit's operations and/or services
  - Make decisions that have significant impact on a department's credibility, operations, and/or services
  - Communicate and exchange routine/basic information
  - Communicate and explain a variety of information
  - Memorization/concentration
  - Learning/knowledge retention
  - o Emotional/behavioral self- regulation
  - Interacting with others

#### **Work Environment**

The employee performs work in a municipal office setting subject to frequent interruptions.

#### **Hours of Work**

- This role is paid on an hourly basis.
- Typically, full-time salaried employees work 35 hours during a Monday through Friday workweek.

#### **AAP/EEO Statement**

The Town of Milford is committed to a firm policy in favor of equal employment opportunity and will abide by all applicable state and federal regulations by not discriminating against any applicant or employee on the basis of race, religion, color, creed, sex, age, national origin, citizenship status, marital status, sexual orientation, gender identity and expression, disability or veteran status. Our commitment to equal

employment opportunities shall include employment, upgrading, promotion, demotion, transfer, leaves or other absences from work, layoff, compensation and benefits, selection for training or other education, professional opportunities, and conflict resolution.

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Please inform us of any necessary accommodations required during the application process and/or at any time during employment.

#### **Other Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

### Signatures

Employee signature below constitutes emplo	oyee's understanding of th	he requirements, esse	ntial functions, and
duties of the position.			

Employee	Date	
Hiring Manager	Date	



### **Job Description**

Position:

**Deputy Police Chief** 

**Primary Location:** 

**Police Station** 

**Employment Status:** 

Full-time, Salaried, Exempt

**Reports To:** 

**Police Chief** 

Description Updated On:

October 5, 2021

### Summary/Objective

The Deputy Police Chief performs routine and specialized police law enforcement administrative and supervisory work assisting the Police Chief in overseeing the day-to-day operations and business of the department including field operations, criminal investigations, administration, and emergency management divisions to protect lives and property in carrying out the enforcement of laws and ordinances in the Town of Milford. May serve as the Department Head in the event of the temporary absence of the Police Chief. Employee is required to perform all similar or related duties.

#### **Essential Functions**

- Oversees the daily activity of department personnel, issuing verbal and written directives and overseeing the training needs of department personnel to ensure that all officers are receiving assigned training; recommends personnel actions to the Chief including promotions and demotions, shift assignments or transfers etc.
- Oversees and coordinates the various elements and requirements of employee recruitment,
   Selection, and promotion process.
- Develops, implements, and distributes copies of the Department's Policies and Procedures,
   Rules, and Regulations.
- Responsible for department-wide inventory of equipment.
- Coordinates the Personnel Evaluation System for the department.
- Coordinates and directs the department's Evidence and Property Management function.
- Develops and maintains professional standards and accreditation.
- Coordinates and directs crime analysis, crime mapping, planning, research and development activities.
- Maintains all records of internal affairs and/or criminal complaints against officers.
- Assists the Police Chief in all labor relations matters including grievance hearings, union/management relations, collective bargaining, and appearances before State or Federal agencies.
- Oversees the overtime and paid detail assignments, ensuring compliance with department policies, orders, rules, and procedures as well as collective bargaining obligations.
- Ensures that the department complies with Equal Employment Opportunity policies, rules, and procedures of the Town as required by law.

### **Deputy Chief Operational Duties**

- Conducts both announced and unannounced staff inspection of patrols to ensure maintenance of proper standards of police duty, supervision, and command.
- Meets with the shift/bureau/area commanders and supervisors on a regular basis to discuss activities of that duty or unit; conveys information from the Chief of Police and advises the Chief of Police of all issues.
- Directs, coordinates, and plans activities of the School Resource Officers.
- Directs, coordinates, and plans the activities of the Investigative Services Bureau, Uniform Patrol Division and the Anti-Crime unit.
- Provides and exchanges information with command and supervisory personnel concerning the performance of officers in their command. Ensures that measures are taken to correct situations that are deficient. To include 9dministering discipline.
- Coordinates the direct Crime Scene Services personnel and activities.
- Directs the Department's Communication section.
- Oversees and assists the Housing Officer.
- Participates in a wide range of community service boards and coordinates, hosts, and participates in community or neighborhood meetings.

### **Deputy Chief Emergency Management Duties**

- Manages the four (4) major areas of emergency management for the Town (Planning, Mitigation, Response and Recovery).
- Responsible for updating the Town's Emergency Management Plan and reporting changes to MEMA.
- Advises the Town Manager and Board of Selectmen during major emergencies and disasters and makes recommendations for local disaster declarations and assistance from State and/or Federal agencies.
- Serves as the Town's liaison to State and Federal emergency management agencies.
- Coordinates Town-wide requests for financial assistance from MEMAS and/or FEMA and other state and federal agencies related to storm-related expenses and disaster services.
- Manages the Town's Emergency Operations Center including site security and message center and provides resource support to the Incident Commander during activation.
- Participates in planning for large-scale events, emergencies, and disasters that are classified as long duration incidents and mass evacuations throughout the Town including the sheltering provisions for evacuees at various locations within the Town and coordinates planning for mutual aid agreements for sheltering Framingham residents in other communities.
- Coordinates volunteer resources and training for first responders and public employees including the maintenance of training records in compliance with the National Response Plan and the National Incident Command System (NIMS).
- Serves as the Director of Homeland Security for the Town; collaborates with the School Department to coordinate transportation assets during emergencies; responsible for planning, training and exercising the Notification and Alerting capabilities of the Town.
- Researches innovative technology and communications in an effort to enhance interoperability and redundancy of public safety systems within the Town.
- Attends various State and/or Federal meetings as representative of the Chief of Police and the Town.

#### Required Qualifications, Education, and Experience

Bachelor's Degree; minimum of ten (10) years of progressively responsible law enforcement operational and supervisory experience or any equivalent combination of education, training and experience which provides

the required knowledge, skills, and abilities to perform the essential functions of the job.

Valid Massachusetts Driver's License.

First Responder/CPR Certification

Graduate of the MA Police Training Academy

Must attend a minimum of 40 hours of in-service training and maintain a level of proficiency in accordance with the standards as established by the MA Police Training Committee.

# Knowledge, Skills & Abilities

- Knowledgeable about Massachusetts Laws, the U.S. Constitution, and Town ordinances related to the operating divisions of the police department (Support Services, Field Operations and Criminal Investigations; knowledge of and ability to safely handle weapons, search and seizure, evidence and court proceedings and to apprehend violent persons; knowledge of proper operation of various police equipment including radar; working knowledge of department administrative and budgetary practices and procedures.
- Excellent oral and written communication skills; excellent physical skills to be able to protect self and others. Common sense operational and employee management skills to determine the most appropriate response to emergency situations; technical skill in operating police vehicles, firearms, and various types of police equipment such as radar in a safe and effective manner often under adverse weather and life-threatening conditions; self- motivational skills; good computer and negotiation skills.
- Ability to handle and carry out law enforcement duties during emergency situations often under adverse weather and stressful, life threatening conditions in an impartial manner; ability to deal with disgruntled or violent members of the public in a safe and tactful manner; ability to independently research laws or legal briefs for guidance. Ability to supervise personnel and to maintain confidential information.

# **Physical and Mental Job Requirements**

- Work involves frequent and recurring assignments requiring strenuous effort and endurance or quick reflexes to perform the work, such as lifting and carrying on a continuous basis for extended periods of time, or regular travel on foot or bicycle over rough terrain or barriers, or the potential need to subdue or restrain violent or uncooperative persons.
- Duties may involve exposure to hazardous conditions. Job duties may entail the possibility for serious personal injury or exposure to conditions that could result in total permanent disability or loss of life such as when restraining violent persons. For example, danger of physical attack or work during extreme weather conditions. Extreme care and safety precautions are to be taken at all times in order to prevent personal injury.
- Mental requirements:
  - Understand and apply routine verbal and/or written instructions
  - Understand and apply non-routine verbal and/or written instructions
  - O Understand complex problems and collaborate to explore alternative solutions
  - Organize actions to complete sequential and/or routine tasks
  - O Organize and prioritize individual work schedule to manage multiple tasks and/or projects
  - Organize and prioritize the work schedules of others to manage multiple tasks and/or projects
  - Make decisions that have an impact on the individual's work
  - o Make decisions that have an impact on the immediate work unit's operations and/or services
  - Make decisions that have significant impact on a department's credibility, operations, and/or services
  - o Communicate and exchange routine/basic information
  - o Communicate and explain a variety of information
  - o Communicate in-depth information for the purpose of interpreting, and/or negotiating
  - Memorization/concentration

- o Learning/knowledge retention
- o Emotional/behavioral self- regulation
- Interacting with others

#### **Work Environment**

Work requires a high degree of individual tolerance to combinations of extremely unpleasant elements, such as mental stress from constant conflicting urgent time and attention demands of the utmost priority. The nature of the physical environment may be such that the employee's personal well- being and/or safety may be compromised.

#### Hours of Work

- This role is paid on a salaried basis.
- Typically, full-time salaried employees work 35 hours during a Monday through Friday
  workweek. However, this is a salaried position; therefore, the individual is expected to work as
  required to complete the duties of the position. Employee may be required to work beyond normal
  business hours in response to emergency situations or to attend evening meetings.

#### **AAP/EEO Statement**

The Town of Milford is committed to a firm policy in favor of equal employment opportunity and will abide by all applicable state and federal regulations by not discriminating against any applicant or employee on the basis of race, religion, color, creed, sex, age, national origin, citizenship status, marital status, sexual orientation, gender identity and expression, disability or veteran status. Our commitment to equal employment opportunities shall include employment, upgrading, promotion, demotion, transfer, leaves or other absences from work, layoff, compensation and benefits, selection for training or other education, professional opportunities, and conflict resolution.

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#### **Other Duties**

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#### Signatures

Employee signature below constitutes em	ployee's understanding of the	requirements,	essential	functions,	and
duties of the position.					

Employee	Date	
Hiring Manager	Date	



**Job Description** 

Position:

**Assistant Town Accountant** 

**Primary Location:** 

Town Hall

**Employment Status:** 

Full-time, Hourly, Non-Exempt

Reports To:

**Town Accountant** 

Description Updated On:

September 15, 2021

### **Summary/Objective**

The Assistant Town Accountant is responsible for administering and managing the town's general ledger and financial reports; assures that bills and payroll processed town-wide are in compliance with local, state and federal laws; assumes responsibilities of the Town Accountant in his/her absence. Employee is required to perform all similar or related duties.

#### **Essential Functions**

- Administers and manages weekly town warrant processing; includes working with department clerks and heads to assure accuracy of payroll and bills processed town-wide.
- Processes various general ledger journal entries including budget adjustments, monthly journal entries, monthly interdepartmental cost allocation and other corrections or adjustments to the general ledger.
   Compiles and distributes expense reports to all departments monthly.
- Verifies and posts monthly cash receipts and monthly interest to the general ledger.
- Prepares monthly and quarterly account reconciliations for balance sheet accounts.
- Checks for weekly account deficits and compliance with applicable laws.
- Assists Town Accountant in compiling data for the year end close; major function includes creating financial reports for the town and state.
- Assists in the annual audit process; provides auditors with needed documentation and answers any inquiries.
- Provides oversight, tracking and reporting of budgetary/contract compliance for construction projects.
- Ensures the general ledger and financial reporting meet the requisite requirements of GAAP and GASB.
- Reconciles account balances for town departments and checks for budget adherence.
- Calculates retroactive pay adjustments for individuals and calculates department-wide adjustments in compliance with new contracts taking effect.
- Calculates the Pay Rate Approval Book which contains the pay rates for all town employees; interprets
  employee contracts to calculate supplemental pay sources such as longevity, night differential, school
  credit, holiday pay and 28- year increment; calculates the impact of pay changes on departmental
  budgets
- Establishes and restricts user access in the accounting information system used by the town; assists
  departments in resolving problems related to the accounting system.

- Responsible for general ledger account maintenance; ensures proper naming, numbering, and user access to all new and existing accounts in compliance with UMAS.
- Verifies and approves other departments' pre-postings to the general ledger.
- Tracks and updates records for employee contracts and vendor purchases.

#### **Additional Duties**

# Required Qualifications, Education, and Experience

Bachelor's degree in Business Administration, Accounting or Finance with three to five (3-5) years municipal accounting work experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

### **Knowledge, Skills & Abilities**

- Knowledge of General Accepted Accounting Principles (GAAP) and Municipal Accounting Principles (GASB).
- Proficient computer skills, mathematical skills, recordkeeping and clerical skills, written and oral communication skills.
- Ability to interact effectively and appropriately with the public and other personnel, perform multiple tasks and maintain confidential information.
- Ability to understand, interpret, and apply complex federal, state, and local regulations.
- Above average interpersonal skills required.

### **Physical and Mental Job Requirements**

- Little or no physical demands are required to perform the work. Work effort principally involves sitting
  to perform work tasks, primarily on a computer, with intermittent periods of stooping, walking, and
  standing. There may also be some occasional lifting of objects such as books, office equipment and
  computer paper.
- Mental requirements:
  - Understand and apply routine verbal and/or written instructions
  - o Understand and apply non-routine verbal and/or written instructions
  - Understand complex problems and collaborate to explore alternative solutions
  - o Organize actions to complete sequential and/or routine tasks
  - o Organize and prioritize individual work schedule to manage multiple tasks and/or projects
  - o Organize and prioritize the work schedules of others to manage multiple tasks and/or projects
  - o Make decisions that have an impact on the individual's work
  - Make decisions that have an impact on the immediate work unit's operations and/or services
  - Make decisions that have significant impact on a department's credibility, operations, and/or services
  - Communicate and exchange routine/basic information
  - Communicate and explain a variety of information
  - Memorization/concentration
  - Learning/knowledge retention
  - Preparing/analyzing numerical figures
  - Analyzing/examining/testing data
  - o Emotional/behavioral self- regulation
  - Interacting with others

#### **Work Environment**

• The functions of this role are conducted in an office environment.

#### **Hours of Work**

This role is paid on an hourly basis.

Hiring Manager\_\_\_\_\_

Typically, full-time salaried employees work 35 hours during a Monday through Friday workweek.

#### **AAP/EEO Statement**

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#### **Other Duties**

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### Signatures

Employee signature below constitutes employee signature below constitutes employees of the position.	ployee's understanding of the	e requirements, essential functions, and
Employee	Date	_



**Job Description** 

Position:

**Client Services Coordinator** 

**Primary Location:** 

Senior Center

**Employment Status:** 

Part-time, Hourly, Non-Exempt

Reports To:

Senior Center Director

Description Updated On:

September 22, 2021

### **Summary/Objective**

The Client Services Coordinator is responsible for the planning, coordinating and provision of social services to elders and their families. The employee is required to perform all similar or related duties.

#### **Essential Functions**

- Initiates contact and meets with elders to provide programmatic information and to encourage their participation in department activities and events.
- Assess and facilitate connections to support services and programs for elders who may be unserved or underserved.
- Conducts home and/or office visits independently to assist elders and their families to assess their needs and facilitate access to programs and services; maintains confidential client files
- Assists clients in applying for financial support, i.e. fuel assistance, food stamps, Mass Health, and tax exemptions.
- Maintains regular contact with elder service agencies and networks to coordinate client care.
- Monitors changes in elder's situation and provides follow up assistance including the notification of authorities as necessary.
- Documents identified needs and client status and maintains detailed and accurate client record files.
- Coordinates and implements an intergenerational program between elementary school children and seniors.
- Attends relevant seminars and training programs to maintain knowledge of elder service programs and support service delivery systems.

### Required Qualifications, Education, and Experience

Bachelor's degree and licensed social worker preferred; minimum of three (3) years related work experience, preferably with the elderly population; or any equivalent combination of education, training, and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

CORI certification is required as a condition of employment.

### Preferred Qualifications, Education, and Experience

First Aid and CPR Certification is preferred within thirty (30) days of appointment and a valid driver's license. Fluency in English, Spanish, and Portuguese languages is preferred.

### **Knowledge, Skills & Abilities**

- Considerable knowledge of elder service support services, bilingual services, programs, and delivery systems as well as applicable state and federal laws and regulations. Working knowledge of technology including office software applications and the Internet in support of department operations.
- Proficient customer service skills and sensitivity to senior issues. Proficient oral and written communication skills. Proficient data processing skills.
- Ability to interact in a positive and effective manner with people at all levels of society, particularly the elderly; ability to communicate orally in a clear, and concise manner; ability to maintain detailed and accurate records and to manage multiple tasks in a detailed and timely manner. Ability to listen, observe and make needs assessments regarding client needs and related services. Ability to work with confidential information.

### **Physical and Mental Job Requirements**

- Mental requirements:
  - Understand and apply routine verbal and/or written instructions
  - Understand and apply non-routine verbal and/or written instructions
  - Organize actions to complete sequential and/or routine tasks
  - Organize and prioritize individual work schedule to manage multiple tasks and/or projects
  - o Make decisions that have an impact on the individual's work
  - o Communicate and exchange routine/basic information
  - Communicate and explain a variety of information
  - Memorization/concentration
  - Learning/knowledge retention
  - o Emotional/behavioral self- regulation
  - Interacting with others

#### **Work Environment**

The functions of this role are conducted in an office environment.

#### **Hours of Work**

- This role is paid on an hourly basis.
- Typically, part-time hourly employees work 19 or fewer hours during a Monday through Friday workweek.

#### **AAP/EEO Statement**

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# Signatures

Employee signature below constitutes employee's understanding of the requirements, essential functions,	and
duties of the position.	

Hiring Manager	Date

Employee\_\_\_\_\_\_ Date\_\_\_\_\_



Job Description

Position:

Community Development Director

**Primary Location:** 

Town Hall

**Employment Status:** 

Full-time, Salaried, Exempt

Reports To:

**Town Administrator** 

Description Updated On:

September 27, 2021

### **Summary/Objective**

The Community Development Director is responsible for the administration of a variety of specialized Community Development Block Grant (CDBG) funded projects and other social service projects and program; responsibilities include administering grants, ensuring for compliance with grant requirements and consistency with the Town's Comprehensive Plan, and preparing reports and maintain records; the employee is required to perform all similar or related duties.

#### **Essential Functions**

- Supervises the activity of the Community Development Office; supervises staff and oversees the daily operation of the office.
- Administers a variety of CDBG-funded housing, neighborhood revitalization, economic development, public facility and social service programs.
- Administers program/project budgets; regularly reviews and assesses program project compliance with grant requirements; ensures that CDBG and town procedures are followed; maintains cash control; prepares cash flow analysis and draw-down requirements.
- Prepares contracts and supervises all projects funded by CDBG funds and assures adherence to appropriate federal, state and local regulations in the implementation of projects.
- Prepares and submits quarterly reports for grant activity; prepares and submits all amendments extensions, budget transfers, close-outs report to DHCD for all grant activity.
- Administers financial assistance grants and other grants and programs for town residents; provides outreach
  services to inform the public of available resources; distributes applications, receives and reviews
  applications, determines eligibility for financial assistant based on established criteria; approves or denies
  applications.
- Administers payments to financial assistance recipients; prepares reports and maintains records as required.

### Required Qualifications, Education, and Experience

College graduate with a Bachelor's degree in Urban Planning, Public Administration, Community and Economic Development or related field; minimum of three (3) years of experience in grants management or municipal government; experience with CDBG administration preferred; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job. CORI certification is required as a condition of employment.

### **Knowledge, Skills & Abilities**

• Thorough knowledge of the administration of Federal community and economic development,

- redevelopment, and housing programs; rules and regulations regarding federal financial assistance programs and related program; and community development and planning materials, tools and other resources.
- Strong organizational, supervisory and leadership skills; effective written and verbal skills and financial analysis skills in the preparation and presentation of community development issues, programs, activities and advocacy.
- Ability to analyze and interpret economic and planning data and to present findings clearly in written and oral form; ability to establish and maintain cooperative relationships with town officials and governmental representatives.

### **Physical and Mental Job Requirements**

- Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as books, office equipment and computer paper.
- Mental requirements:
  - Understand and apply routine verbal and/or written instructions
  - Understand and apply non-routine verbal and/or written instructions
  - Organize actions to complete sequential and/or routine tasks
  - Organize and prioritize individual work schedule to manage multiple tasks and/or projects
  - Make decisions that have an impact on the individual's work
  - Make decisions that have an impact on the immediate work unit's operations and/or services
  - Make decisions that have significant impact on a department's credibility, operations, and/or services
  - o Communicate and exchange routine/basic information
  - o Communicate and explain a variety of information
  - o Communicate in-depth information for the purpose of interpreting, and/or negotiating
  - Memorization/concentration
  - Learning/knowledge retention
  - o Preparing/analyzing numerical figures
  - o Emotional/behavioral self- regulation
  - Interacting with others

#### **Work Environment**

• The functions of this role are typically conducted in an office environment.

#### **Hours of Work**

- This role is paid on a salaried basis.
- Typically, full-time salaried employees work 35 hours during a Monday through Friday workweek. However, this is a salaried position, and the individual is expected to work as required to complete the duties of the position. This may mean hours beyond 35 per week are required.

#### **AAP/EEO Statement**

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#### **Other Duties**

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### Signatures

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duties of the position.	

Employee	Date		
Hiring Manager	Date		

#### **GRANT AGREEMENT**

This Grant Agreement ("Agreement") is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and Town of Milford ["Grantee"] acting through its Chair of the Select Board.

### PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$19,000 authorized under Chapter 24 of the Acts of 2021, Section 2, Item 1599-0026 ["Act"] to the Town of Milford for the costs associated with: review of the town's employee policies and procedures ["Project"].

EOAF agrees to make the funds ["EOAF Grant"] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth's provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

### SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the Town of Milford is for the costs associated with: review of the town's employee policies and procedures. The funds will allow the town to work with a vendor to review its current employee handbook and recommend revisions or new policies for the town to adopt to ensure it is in compliance with legal requirements.

\*\*\*All project SCOPEs must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.

### SECTION 2. <u>DISBURSEMENT OF EOAF GRANT</u>

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 24 of the Acts of 2021, Section 2, Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or \$19,000 will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

- 2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: (i) salaries and wages of Grantee staff; (ii) legal fees; (iii) travel, meal and entertainment expenses; (iv) overhead and supplies; (v) project costs incurred prior to the execution and subsequent to termination of this Agreement; and (vi) costs of any other service or activity not related to the Project.
- 2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.
- **2.4** The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.
- 2.5 The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

### **SECTION 3. REPORTING**

**3.1** Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: (i) copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; (ii) any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; (iii) documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; (iv) a certificate of occupancy of the Project or portions of the Project as applicable by law; and (v) a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

# SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

- 4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; (iii) Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and (iv) Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.
- **4.2** This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

#### SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

### SECTION 6. AMENDMENTS

**6.1** No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

### SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.



297 Broadway Arlington, MA 02474 americanalarm.com Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142 Proposal #: 15452-13-0 Page 1 of 7 Date: 8/30/2021 Valid Until: 9/29/2021

Prepa	red for	
Contact:	CHRISTOPHER GEORGE	Phone: (774)-462-3313
Company:	Town of Milford	Email: cgeorge@milfordma.gov
Address:	60 N BOW STREET MILFORD, MA 01757	_

# **TOWN OF MILFORD**



Prepare	d By	77 3 30	
Sales Cons	sultant: Andy Klein	Proposal Issued:	August 30, 2021
Phone:	508-453-2731	Proposal Valid to:	September 29, 2021
Email:	aklein@americanalarm.com		

Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142 Proposal #: 15452-13-0 Page 2 of 7 Date: 8/30/2021 Valid Until: 9/29/2021

# Table of Contents

Project Description	. 3
Financial Summary	. 6
Project Acceptance	. 6
Clarifications and Assumptions	7

## Project Description

INSTALL UP TO 6 DOORS OF ACCESS CONTROL AT THE SENIOR CENTER

LOCKSMITH WORK IS A BUDGETARY ALLOWANCE NOT TO EXCEED

CUSTOMER RESPONSIBLE FOR HANDICAPPED DOOR OPENER (FRONT DOOR) RELAY AND VENDOR (IF NECESSARY).

DOORS TO BE PUT ONTO ACCESS CONTROL:

FRONT DOOR (ONE LEAF WITH PRE-EXISTING HANDICAPPED OPENER

INSIDE FRONT WOODEN DOOR INTO OFFICE

BACK DOOR - KITCHEN

BACK DOOR - PATIO TO HALLWAY

BACK DOOR - PATIO TO CLASSROOM

SIDE DOUBLE DOOR (ONE LEAF)

Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142 Proposal #: 15452-13-0 Page 4 of 7 Date: 8/30/2021 Valid Until: 9/29/2021

# **Professional Services Agreement**

Site Lo	ocation
60 N BC	RD SENIOR CENTER DW STREET RD, MA 01757
Contact:	CHRISTOPHER GEORGE
Voice:	(774)-462-3313
Fax:	
Mobile:	
Email:	cgeorge@milfordma.gov

Invoic	е То
	Milford N STREET RD, MA 01757
Contact:	CHRISTOPHER GEORGE
Voice:	(774)-462-3313
Fax:	
Mobile:	
Email:	cgeorge@milfordma.gov

## Project

Qty	Manufacturer	Part Number	Equipment Description	Total Price
2	Altronix	AL600ULXB	ALTRONIX 12/24 VDC 6AMP POWER SUPPLY BOARD ONLY	\$270.60
3	Brivo	B-ACS300-A	BRIVO ONSITE 2 DOOR CONTROLLER WITH IP/ WiFi	\$1,475.82
6	Brivo	B-BSPM	BRIVO MULLION MNT TRI-TECH READER	\$861.30
1	Genesis	WPCAT6EWHITE	CABLE CAT6E PL 1M WHT	\$279.74
2	Genesis	WP184-5C	CABLE 18/4 PL NON-SHLD 5C	\$163.90
2	Genesis	WPS226-1MBOX	CABLE 22/6 PL SHLD 1M BX WHT	\$320.78
6	Interstate	12V7AH	12V 7AH SLA BATTERY	\$106.98
2	Mier	BW106	MIER 12W x 12H x 4D CAN BEIGE	\$46.96
2	Mier	BW300	MIER CAM LOCK W/KEY FOR ENCLOSURES (E001)	\$13.94

Qty	Labor	Unit Price	Total Price
8	Project Manager	\$273.00	\$2,184.00
80	Electrician	\$125.00	\$10,000.00

Qty	Subcontractor Description	Total Price
6	LOCKSMITH ALLOWANCE	\$9,576.00

Qty	Miscellaneous Description	Total Price
1	Misc Electrical (INCLUDES WIRE MOLD)	\$300.00



Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142 Proposal #: 15452-13-0 Page 5 of 7 Date: 8/30/2021 Valid Until: 9/29/2021

Qty	Service Description
2	Brivo Onair Tier 1 Reader Monthly Data Plan (For each reader from 1-2 on the account) Applies to ACS6000
2	Brivo Onair Tier 2 Reader Monthly Data Plan (For each reader from 3-12 on the account) Applies to ACS6000



Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142 Proposal #: 15452-13-0 Page 6 of 7 Date: 8/30/2021 Valid Until: 9/29/2021

#### Thank You

Thank you for your business. If you have any questions or concerns about this contract, please feel free to call me at 508-453-2731.

Sincerely, Andy Klein

Cost & Fee Schedule	
Total Investment	
Total Price	\$25,600.02
Professional Services	
Monthly in Advance	\$50.00
3 Year Agreement	

Approvals		10 M - 15 & 1 - 17 - 2	
This Agreement between American Alarm and governing Risk of Loss found online at: <a href="http://m/documents">http://m/documents</a> which are or become incorporated in unique to a particular project or premises. Thes documents that form the Agreement are intended INVOICED SEPARATELY.	<u>vaaci.com/terms</u> which to or modify the Agree se documents and the	are incorporated into this Agreement in their en ement, for example Extra Work Orders, Service To ir incorporation into this Agreement will be clean and read in harmony with each other. MUNICIPA	tirety. There may be other ickets, or other documents by indicated, and all of the
Andy Klein Sales Representative	1.D.	Client Name  Client Signature / P.O.	Title
Sales Signature	Date	Client Signature / P.O.	9 30 3  Date



Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142 Proposal #: 15452-13-0 Page 7 of 7 Date: 8/30/2021 Valid Until: 9/29/2021

Clarifications & Assumptions							
	Client	AA		Client	AA		
Permit Application(s)			Existing Access Control Card Format Information				
Permit Fees			Submittals				
Notification List			Complete Project Plans & Drawings				
Deposit			Complete Built Drawings				
Client Information Sheet			Network Infrastructure and IT Support				
MDF/IDF/Rack Space	$\square$		Installation of Conduit/Stub Ups/Back Boxes		$\square$		
Mounting Wall Board	$\square$		Coring/Floor/Roof Penetrations				
120 VAC to Equipment Location(s)			Fire Stopping				
Network Drop(s)			Trenching				
Telephone Line(s)			Door/Frame Preparation				
Installation of Lock Work		$\square$	Lift and/or Bucket Truck				
Fire Alarm Relay for Access Control Release		$\square$	Elevator Subcontractor/Representative				
Fire Alarm Programming			Sprinkler Subcontractor/Representative				
			System Training				

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Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142 Proposal #: 15452-10-0 Page 1 of 6 Date: 8/11/2021 Valid Until: 9/10/2021

Prepared for								
Contact:	CHRISTOPHER GEORGE	Phone: (774)-462-3313						
Company:	Town of Milford	Email: cgeorge@milfordma.gov						
Address:	63 BIRCH STREET MILFORD, MA 01757							

# **BIRCH STREET FIRE STATION**



Prepared	d By	4 1 1 - 4 -	
Sales Const	ultant: Andy Klein	Proposal Issued:	August 11, 2021
Phone:	508-453-2731	Proposal Valid to:	September 10, 2021
Email:	aklein@americanalarm.com		



Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142 Proposal #: 15452-10-0 Page 2 of 6 Date: 8/11/2021 Valid Until: 9/10/2021

## Project Description

AND COMMUNICATIONS, INC

PER SITE WALK, PROVIDE ACCESS CONTROL ON THE UPSTAIRS OUTER AND INNER ENTRY DOORS AND THE DOWNSTAIRS FRONT DOOR ENTRANCE. PRICE ASSUMES INSTALLING 1 STRIKE ON THE UPSTAIRS INNER DOOR AND THAT ALL DOOR HARDWARE IS COMPATIBLE. THE DOWNSTAIRS FRONT DOOR STRIKE NEEDS TO BE ADJUSTED (MAY REQUIRE A SHIM KIT). EXISTING STRIKES ARE ASSUMED TO BE IN WORKIN ORDER AND THE STRIKE ON THE INSIDE FRONT DOOR NEEDS TO BE ADJUSTED. ANY DEFICIENT LOCK HARDWARE WILL BE REPLACED AT EITHER TIME & MATERIAL OR SUBSEQUENT CHANGEORDER.

WE SUGGEST INSTALLING TWO SEPARATE 2-DOOR CONTROLLERS, ONE IN THE LOWER LEVEL FOR THE FRONT DOOR AND THE OTHER FOR THE TWO UPSTAIRS DOORS. CUSTOMER IS RESPONSIBLE FOR PROVIDIN NETWORK CONNECTIONS FOR BOTH CONTROLLERS. CUSTOMER WILL PROVIDE NETWORK CONNECTION AND 110V POWER IN FREE AND CLEAR AREAS TO WIRE BACK TO.

LOCKWORK INCLUDES 3 STRIKES IN ALUMINUM FRAME, 4 LFIC HOUSINGS FOR ADAMS RITE LATCH LOCK, 2 NEW SARGENT LEVER STOREROOM FUNCTION SETS, 4 SARGENT LFIC CORES, AND 6 CORES KEYED ALIKE AND TO CURRENT MASTER KEY.

Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142

Proposal #: 15452-10-0 Page 3 of 6 Date: 8/11/2021 Valid Until: 9/10/2021

# **Professional Services Agreement**

Site Location

BIRCH STREET FIRE STATION
63 BIRCH STREET
MILFORD, MA 01757

Contact: CHRISTOPHER GEORGE

Voice: (774)-462-3313
Fax:

Mobile:

Email: cgeorge@milfordma.gov

Invoice To

Town of Milford
52 MAIN STREET
MILFORD, MA 01757

Contact: CHRISTOPHER GEORGE

Voice: (774)-462-3313

Fax:

Mobile:

Email: cgeorge@milfordma.gov

Project \$15,847.28

,					\$10,0 <del>1</del> 1.20
Qty	Manufacturer	Part Number	Equipment Description	Unit Price	Total Price
2	Altronix	AL600ULXB	ALTRONIX 12/24 VDC 6AMP POWER SUPPLY BOARD ONLY	\$135.30	\$270.60
2	Brivo	B-ACS300-A	BRIVO ONSITE 2 DOOR CONTROLLER WITH IP/ WiFi	\$491.94	\$983.88
3	Brivo	B-BSPM	BRIVO MULLION MNT TRI- TECH READER	\$143.55	\$430.65
1	Genesis	WPCAT6EWHITE	CABLE CAT6E PL 1M WHT	\$279.74	\$279.74
2	Genesis	WP184-5C	CABLE 18/4 PL NON-SHLD 5C	\$81.95	\$163.90
2	Genesis	WPS226-1MBOX	CABLE 22/6 PL SHLD 1M BX WHT	\$160.39	\$320.78
6	Interstate	12V7AH	12V 7AH SLA BATTERY	\$17.83	\$106.98
2	Mier	BW106	MIER 12W x 12H x 4D CAN BEIGE	\$23.48	\$46.96
2	Mier	BW300	MIER CAM LOCK W/KEY FOR ENCLOSURES (E001)	\$6.97	\$13.94

Qty	Labor	Unit Price	Total Price
8	Project Manager	\$273.00	\$2,184.00
40	Electrician	\$125.00	\$5,000.00

Qty	Subcontractor Description	Total Price
1	LOCKSMITH	\$5,645.85



Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142 Proposal #: 15452-10-0 Page 4 of 6 Date: 8/11/2021 Valid Until: 9/10/2021

Qty	Miscellaneous Description	Total Price
1	Misc Electrical	\$400.00

Qty	Service Description	Monthly
2	Brivo Onair Tier 1 Reader Monthly Data Plan	\$28.00
1	Brivo Onair Tier 2 Reader Monthly Data Plan	\$11.00



Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142 Proposal #: 15452-10-0 Page 5 of 6 Date: 8/11/2021 Valid Until: 9/10/2021

#### Thank You

Thank you for your business. If you have any questions or concerns about this contract, please feel free to call me at 508-453-2731.

Sincerely, Andy Klein

Cost & Fee Schedule	
Total Investment	
Total Price	\$15,847.28
Professional Services	
Monthly in Advance	\$39.00
3 Year Agreement	

Approvals			
This Agreement between American Alarm and Co governing Risk of Loss found online at: <a href="http://myess-documents">http://myess-documents which are or become incorporated into unique to a particular project or premises. These of documents that form the Agreement are intended to INVOICED SEPARATELY.</a>	aci.com/terms which or modify the Agre documents and th	ch are incorporated into this Agreement in their en eement, for example Extra Work Orders, Service T eir incorporation into this Agreement will be clear	ntirety. There may be other lickets, or other documents ly indicated, and all of the
Andy Klein Sales Representative		Client Name	Title
Sales Signature		Client Signature / P.O.	9/30/21 Date



Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142 Proposal #: 15452-10-0 Page 6 of 6 Date: 8/11/2021 Valid Until: 9/10/2021

Clarifications & Assumptions						
<b>.</b>	Client	AA		Client	AA	
Permit Application(s)		$\square$	Existing Access Control Card Format Information			
Permit Fees			Submittals			
Notification List			Complete Project Plans & Drawings	$\checkmark$		
Deposit			Complete Built Drawings			
Client Information Sheet			Network Infrastructure and IT Support			
MDF/IDF/Rack Space	$\square$		Installation of Conduit/Stub Ups/Back Boxes			
Mounting Wall Board	$\square$		Coring/Floor/Roof Penetrations			
120 VAC to Equipment Location(s)			Fire Stopping			
Network Drop(s)	$\checkmark$		Trenching			
Telephone Line(s)			Door/Frame Preparation			
Installation of Lock Work			Lift and/or Bucket Truck			
Fire Alarm Relay for Access Control Release			Elevator Subcontractor/Representative			
Fire Alarm Programming			Sprinkler Subcontractor/Representative			
			System Training			

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Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142 Proposal #: 15452-12-0 Page 1 of 5 Date: 8/11/2021 Valid Until: 9/10/2021

Prepa	red for	Decree of the second section of
Contact:	CHRISTOPHER GEORGE	Phone: (774)-462-3313
Company:	Town of Milford	Email: cgeorge@milfordma.gov
Address	63 BIRCH STREET MILFORD, MA 01757	

# **SPRUCE STREET FIRE STATION**



Prepar	ed By	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Sales Cor	nsultant: Andy Klein	Proposal Issued:	August 11, 2021
Phone:	508-453-2731	Proposal Valid to:	September 10, 2021
Email:	aklein@americanalarm.com		



Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142

Proposal #: 15452-12-0 Page 2 of 5 Date: 8/11/2021 Valid Until: 9/10/2021

## **Project Description**

PER SITE WALK, PROVIDE ACCESS CONTROL ON THE FRONT INNER ENTRY DOOR, BACK PARKING LOT DOOR, AND LEFT (BRAVO SIDE) ALLEY DOOR. EXISTING STRIKES ARE ASSUMED TO BE IN WORKIN ORDER AND THE STRIKE ON THE INSIDE FRONT DOOR NEEDS TO BE ADJUSTED. ANY DEFICIENT LOCK HARDWARE WILL BE REPLACED AT EITHER TIME & MATERIAL OR SUBSEQUENT CHANGEORDER.

LOCKWORK INCLUDES 2 STRIKES IN ALUMINUM FRAME, 1 SARGENT LFIC 1.18 HOUSING, 5 SARGENT LFIC CORES, AND 6 CORES KEYED ALIKE AND TO CURRENT MASTER KEY.

Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142

Proposal #: 15452-12-0 Page 3 of 5 Date: 8/11/2021 Valid Until: 9/10/2021

# Professional Services Agreement

Site Lo	ocation
63 BIRC	STREET FIRE STATION CH STREET RD, MA 01757
Contact:	CHRISTOPHER GEORGE
Voice:	(774)-462-3313
Fax:	
Mobile:	
Email:	cgeorge@milfordma.gov

Invoic	e To
	Milford N STREET RD, MA 01757
Contact:	CHRISTOPHER GEORGE
Voice:	(774)-462-3313
Fax:	` ′
Mobile:	
Email:	cgeorge@milfordma.gov

## Project

Qty	Manufacturer	Part Number	Equipment Description	Unit Price	Total Price
2	Brivo	B-ACS300-A	BRIVO ONSITE 2 DOOR CONTROLLER WITH IP/ WiFi	\$491.94	\$983.88
3	Brivo	B-BSPM	BRIVO MULLION MNT TRI- TECH READER	\$143.55	\$430.65
2	Altronix	AL600ULXB	ALTRONIX 12/24 VDC 6AMP POWER SUPPLY BOARD ONLY	\$135.30	\$270.60
2	Mier	BW106	MIER 12W x 12H x 4D CAN BEIGE	\$23.48	\$46.96
2	Mier	BW300	MIER CAM LOCK W/KEY FOR ENCLOSURES (E001)	\$6.97	\$13.94
1	Genesis	WPCAT6EWHITE	CABLE CAT6E PL 1M WHT	\$279.74	\$279.74
2	Genesis	WP184-5C	CABLE 18/4 PL NON-SHLD 5C	\$81.95	\$163.90
2	Genesis	WPS226-1MBOX	CABLE 22/6 PL SHLD 1M BX WHT	\$160.39	\$320.78
6	Interstate	12V7AH	12V 7AH SLA BATTERY	\$17.83	\$106.98
10	Elec. Cond	EH315	ELC 3/4-INCH EMT CONDUIT 10'	\$22.77	\$227.70

Qty	Labor	Unit Price	Total Price
8	Project Manager	\$273.00	\$2,184.00
48	Electrician	\$125.00	\$6,000.00

Qty	Subcontractor Description	Total Price
1	LOCKSMITH	\$3,105.55



Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142 Proposal #: 15452-12-0 Page 4 of 5 Date: 8/11/2021 Valid Until: 9/10/2021

Qty	Miscellaneous Description	Total Price
1	Misc Electrical	\$300.00

Qty	Service Description	Monthly
2	Brivo Onair Tier 1 Reader Monthly Data Plan (For each reader from 1-2 on the account) Applies to ACS6000	\$28.00
1	Brivo Onair Tier 2 Reader Monthly Data Plan (For each reader from 3-12 on the account) Applies to ACS6000	\$11.00



Tel: (781) 641-2000 Fax: (781) 641-2192 Toll Free: 1-800-792-5142

Proposal #: 15452-12-0 Page 5 of 5 Date: 8/11/2021 Valid Until: 9/10/2021

#### Thank You

Thank you for your business. If you have any questions or concerns about this contract, please feel free to call me at 508-453-2731.

Sincerely, Andy Klein

Cost & Fee Schedule	
Total Investment	
Total Price	\$14,434.68
Professional Services	
Monthly in Advance	\$39.00
3 Year Agreement	

Approvals			N V V
documents which are or become incorpo unique to a particular project or premise	http://myaaci.com/terms whice rated into or modify the Agrees. These documents and the	c. and Client consists of this Professional Servi h are incorporated into this Agreement in their e ement, for example Extra Work Orders, Service air incorporation into this Agreement will be clear and read in harmony with each other. MUNICIP,	ntirety. There may be other Tickets, or other documents into indicated, and all of the
Andy Klein Sales Representative	I.D.	Client Name	Town ADTIN
Sales Signature	 Date	Client Signature / P.O.	9/30121 Date

F-2 10-12-21



# SPECIAL TOWN MEETING

# OCTOBER 25, 2021 MILFORD, MASSACHUSETTS

# COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS:

To either Constable of the Town of Milford in said County,

## GREETINGS:

In the name of the Commonwealth aforesaid, you are hereby required to notify and warn the Inhabitants of the Town of Milford, qualified by law to vote in town affairs, to meet remotely on the 25<sup>th</sup> day of October, 2021 A.D. at 7:00 P.M.

The Special Town Meeting will be held using a remote format: Town Meeting members choosing to participate remotely will participate by means of the Keypoint video or telephone conferencing platform requested by the Moderator. Those choosing to participate remotely will be supplied with instructions for registering and using the Keypoint conferencing platform.

Members of the public desiring to access the Special Town Meeting remotely may view the meeting in real time on Milford Public Television.

The Special Town Meeting will, there and then, act upon the following articles:

ARTICLE 1: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be utilized by the Milford Highway Surveyor for the purpose of replacing two sections of the Godfrey Brook culvert; one section between West Street and Church Street and another section from Church Street to Water Street; and furthermore, to see if the Town will vote to authorize the Select Board to acquire by purchase, take by eminent domain, or otherwise acquire the rights in land being permanent and/or temporary easements, necessary for the above project, to provide the sum or sums of money necessary to pay the costs of damage thereof and to direct how all of said sums shall be raised whether from the current tax levy, by transferring from available funds, by borrowing, or otherwise, how expended, or take any other action in relation thereto.

(Highway Surveyor)

**ARTICLE 2**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Fire Chief for roof and siding repairs at the Birch Street Fire Station, or take any other action in relation thereto.

(Fire Chief)

**ARTICLE 3:** To see if the Town will vote to raise and appropriate, or transfer from available funds, an additional sum of money to be added to the account established pursuant to General Laws Chapter 40, Section 13D approved as Article 24 of the October 21, 2013 Special Town Meeting Warrant, said sums to be utilized for future payment of accrued liabilities for compensated absences, or take any other action in relation thereto.

(Select Board)

**ARTICLE 4**: To see if the Town will vote to purchase a new web-based time and attendance tracking system for town employees, or take any other action in relation thereto.

(Finance Director)

**ARTICLE 5**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be utilized by the Milford School Committee for the purpose of an interior painting project at the Stacy Middle School, or take any other action in relation thereto.

(School Committee)

**ARTICLE 6**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Police Chief for the purpose of replacing garage doors located at the Police Department, or take any other action in relation thereto.

(Police Chief)

**ARTICLE 7:** To see if the Town will vote to amend the Milford Personnel By-Laws, Section 3.13 by striking the word "grade" and inserting in its place the word "step", so that Section 3.13 shall read as follows: "All employees who are rendering satisfactory service, in the opinion of their Department Head, and who are under the maximum wage or salary rate for the positions in which they are employed, shall be advanced to the next step annually (one year from the date of employment or date of advancement to present step)"; or take any other action in relation thereto.

(Personnel Board)

**ARTICLE 8:** To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be utilized by the Parks Commissioners, to renovate the Fino Field Pool based on the design and recommendations resulting from the feasibility study; the design shall include, but not be limited to, recreational swimming, lap swimming, an all-inclusive playground and infrastructure improvements to include compliance with the Americans with Disabilities Act, or take any other action in relation thereto.

(Parks Commission)

**ARTICLE 9:** To see if the Town will vote to accept as and for a public way, a private way known as Gordon Drive, or take any other action in relation thereto.

(Select Board)

**ARTICLE 10**: To see if the Town will vote to amend Article 4 of the May 24, 2021 Annual Town Meeting Warrant, or otherwise vote, to establish a budget for a Water Department, or take any other action in relation thereto.

(Finance Director)

**ARTICLE 11**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Select Board for the purpose of removing the existing carpets and installing new vinyl flooring at the Milford Senior Center, or take any other action in relation thereto.

(Select Board)

**ARTICLE 12**: To see if the Town will vote to amend Article 2 of the May 24, 2021 Annual Town Meeting, or otherwise vote to establish rates of pay, hours of work, and certain benefits for employees of the Milford Water Department, or take any other action in relation thereto.

(Water Commissioners/Select Board)

**ARTICLE 13:** To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be added to those sums previously appropriated, to be utilized for the legal, engineering, or other expert consulting services necessary to effectuate the final acquisition, and transfer, of the Milford Water Company and its assets to the Town of Milford, or take any other or take any other action in relation thereto.

(Select Board)

**ARTICLE 14:** To see if the Town will vote to amend the Zoning By-Law by striking the words "Board of Selectmen" whenever and wherever they appear and inserting the words "Select Board" in lieu thereof, or take any other action related thereto.

(Planning Board)

**ARTICLE 15**: To see if the Town will vote pursuant to M.G.L. c. 40, § 15 to transfer the care, custody and jurisdiction of the following two (2) Town-owned parcels, totaling 2.30 acres, to the Milford Conservation Commission:

Assessors			
Map	Block	Lots	Area/Acres
27	0	9	1.70
34	0	88	0.60

The purpose thereof is to preserve said parcels located off of Dilla Street and adjacent to Milford Pond for wetlands and open space protection, stormwater management, and conservation purposes, as recommended in the Milford Comprehensive Plan, or take any other action in relation thereto.

(Conservation Commission)

**ARTICLE 16:** To see if the town will vote to appropriate a sum of money to supplement sums previously appropriated for Council on Aging line item: 541-5300 (Senior Center bus transportation contract), as voted under Article 4 of the May 24, 2021 Annual Town Meeting, or take any other action in relation thereto.

(Select Board/Finance Director)

**ARTICLE 17**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Select Board for the purpose of achieving Phase 1 of the Town of Milford's Plan for Compliance with the Americans with Disabilities Act, or take any other action in relation thereto.

(Select Board)

**ARTICLE 18**: To see if the Town will vote to authorize the expenditure of the available balance in Fund 2507 MWRTA - Ride Assessment, under the jurisdiction of the Public Transportation Advisory Committee, for the purpose of promoting and enhancing the Milford bus route, or take any other action in relation thereto.

(Public Transportation Advisory Committee)

**ARTICLE 19:** To see if the Town will vote to accept sections 42A through 42F of Chapter 40 of the General Laws, by which acceptance charges for supplying or providing for water or rendering service or furnishing materials in connection therewith to or for any real estate at the request of the owner or tenant are not paid on or before their due date, such rates and charges shall be a lien upon such real estate as provided for in said statutes, or take any other action in relation thereto.

(Water Commissioners/Select Board)

**ARTICLE 20**: To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money to be spent under the jurisdiction of the Select Board for the purpose of finishing an unfinished second floor room at the Milford Senior Center, to be used as a fitness center, or take any other action in relation thereto.

(Select Board)

**ARTICLE 21** To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Milford School Committee for the purpose of providing Stacy Middle School fire alarm panel/system upgrades, or take any other action in relation thereto.

(School Committee)

**ARTICLE 22:** To see if the Town will vote to amend the Milford Personnel By-Laws, Section 5.13 – Longevity Pay by striking the existing dollar amounts and inserting new dollar amounts as follows:

"\$425.00 per year (Years 10-14) \$525.00 per year (Years 15-19) \$725.00 per year (Years 20-24) \$925.00 per year (Years 25 and thereafter)";

effective January 1, 2022; or take any other action in relation thereto.

(Personnel Board)

**ARTICLE 23:** To see if the Town will vote to amend the Milford Personnel By-Laws, Section 5.8 (B) – Vacation Leave by striking the existing day amounts and inserting new day amounts as follows:

"Upon completion of five (5) years	15 Days
Upon completion of ten (10) years	20 Days
Upon completion of fifteen (15) years	25 Days"

And to amend Section 5.8 (C) – Vacation Leave by striking the existing sentence "If more than five (5) days are carried over, any days in excess of the five (5) days must be used by June 30<sup>th</sup> of the following calendar year"; effective January 1, 2022; or take any other action in relation thereto.

(Personnel Board)

**ARTICLE 24**: To see if the Town will vote to amend the Zoning By-Law relating to Warehouse and Transportation Terminal uses as noted hereinafter:

BY AMENDING Section 2.3 Use Regulation Schedule as follows:

Section 2.3 Use Regulation Schedule

	DISTRICT											
ACTIVITY OR USE	RA	RB	RC	RD	OR	BP	CA	CB	CC	IA	IB	IC
COMMERCIAL USES Transportation Terminal	О	О	О	0	0	0	0	0	0	0	0	0
INDUSTRIAL USES Warehouses 1	О	О	О	О	О	О	О	О	S	S	S	S
ACCESSORY USES Transportation Terminal 1, 33	О	0	0	0	0	О	О	0	S	S	S	S

<sup>&</sup>lt;sup>33</sup> Applications for transportation terminal special permits shall be accompanied by a transportation study prepared by a traffic engineer.

AND IN ADDITION, by replacing in Section 4.1 <u>Definitions</u> the current definition of Transportation Terminal with the following new definition:

or take any other action related thereto.

(Planning Board)

<sup>&</sup>quot;Transportation Terminal – Premises where passengers and/or freight originate, terminate, or are handled in the transportation process, including premises for the temporary storage and redistribution of goods, or for the parking and/or servicing of commercial vehicles."

**ARTICLE 25:** To see is the Town will vote to establish a new Article 42 of the By-Laws for the Town of Milford, as follows:

#### **Kennel Licenses**

#### Section 1: Definitions.

- "Animal control officer", an appointed officer authorized to enforce sections 136A to 174E, inclusive.
- "Commercial boarding or training kennel", an establishment used for boarding, holding, day care, overnight stays or training of animals that are not the property of the owner of the establishment, at which such services are rendered in exchange for consideration and in the absence of the owner of any such animal; provided, however, that "commercial boarding or training kennel" shall not include an animal shelter or animal control facility, a pet shop licensed under section 39A of chapter 129, a grooming facility operated solely for the purpose of grooming and not for overnight boarding or an individual who temporarily, and not in the normal course of business, boards or cares for animals owned by others.
- "Kennel", a pack or collection of dogs on a single premise, including a commercial boarding or training kennel, commercial breeder kennel, domestic charitable corporation kennel, personal kennel or veterinary kennel.
- "Personal kennel", a pack or collection of more than 4 dogs, 3 months old or older, owned or kept under single ownership, for private personal use; provided, however, that breeding of personally owned dogs may take place for the purpose of improving, exhibiting or showing the breed or for use in legal sporting activity or for other personal reasons; provided further, that selling, trading, bartering or distributing such breeding from a personal kennel shall be to other breeders or individuals by private sale only and not to wholesalers, brokers or pet shops; provided further, that a personal kennel shall not sell, trade, barter or distribute a dog not bred from its personally-owned dog; and provided further, that dogs temporarily housed at a personal kennel, in conjunction with an animal shelter or rescue registered with the department, may be sold, traded, bartered or distributed if the transfer is not for profit.

#### Section 2: Personal Kennel License.

- (a) Anyone wishing to keep more than three dogs, three months (13 weeks) or older, shall apply for a personal kennel license.
- **(b)** The maximum number of dogs allowed to be kept under a personal kennel license is six.
- (c) Any application for a personal kennel license shall be submitted to the Select Board's office on a form provided by the Select Board.
- (d) In addition to meeting all of the requirements of MGL c. 140, §§ 137A to 137C, any person who receives a kennel license shall maintain the premises in accordance with the following specifications: a minimum ten-foot setback from the kennel to an adjacent property line and a

minimum twenty-foot setback from the kennel to abutting habitable structure, 100 feet from a wetland, 200 feet from a high water mark of a source of drinking water or tributary thereof, and 10 feet from an occupied dwelling on the same property where the kennel is kept. No personal kennel license shall be issued unless the applicant demonstrates that the use of the subject property as a kennel is permitted under the Town's Zoning Ordinances.

- (e) New applicants requesting a license must notify direct abutters by certified mail or constable. Proof of notification must be submitted with the application.
- (f) The Milford Animal Control Officer shall inspect the facility before the personal kennel license shall be issued or renewed.
- (g) Each personal kennel license may be issued by the Select Board from July 1 until June 30 of the next calendar year, and the annual fee for such shall be charged in accordance with statute and the Town fee schedule.
- (h) The personal kennel shall be maintained in sanitary condition.
- (i) The personal kennel shall not cause a nuisance to others, as such term is defined in MGL c. 140, § 136A.
- (i) The animals within the kennel shall not be found at large and/or not under the control of the owner.
- (k) The kennel shall not cause a health or safety hazard to the animals within the kennel or to the general public, or owner/operator of the kennel.
- (I) All dogs within a personal kennel shall be vaccinated for rabies and certificates must be produced for inspection when requested.
- (m) The annual fee for a personal kennel license will be set by the Select Board in accordance with the statute.

#### Section 3: Commercial Kennel Licenses.

(a) In addition to meeting all of the requirements of MGL c. 140, §§ 137A to 137C, applications for a new commercial kennel license shall be submitted to the Select Board's office, on a form provided by the Select Board, along with two copies of interior and exterior plans of the kennel, as well as a plot plan.

- (b) No new or renewal kennel license will be issued until proof is submitted by the applicant that the location and operation of the kennel are in compliance with the Town of Milford's zoning and land use regulations and by-laws.
- (c) No new kennel license will be issued unless the Milford Animal Control Officer, Milford Health Department, Milford Building Department review and recommend approval, and Select Board review and approve the application. All kennel license renewals must be inspected by the Milford Animal Control Officer before a kennel license can be renewed.
- (d) Each kennel license may be issued by the Select Board from July 1 until June 30 of the next calendar year, and each kennel license application or renewal application shall be charged in accordance with the fee schedule per subsection (f).
- (e) First time applicants must notify all property abutters within one hundred fifty (150) feet in writing of the applicant's intent to operate a commercial kennel, and evidence of notification must be submitted with the application.
- (f) The annual fee for a commercial kennel license will be set by the Select Board in accordance with the By-Law.
- (g) Commercial kennel licensees shall be issued, for an additional fee, 35 dog tags, and any dog on the property other than 35 covered under the kennel license shall wear a town dog license tag from the town where the dog is licensed and shall be available for inspection upon request.

#### Section 4: Commercial Kennel Requirements.

- (a) Housing facilities for dogs shall be maintained in good repair and in a sanitary condition in such as manner as to protect the dogs from injury or disease, to contain the dogs, and to restrict the entrance of other animals; and location, construction, arrangement and operation of commercial kennels shall not constitute a nuisance, as such term is defined in M.G.L. c. 140, § 136A.
- (b) Reliable and adequate heating, cooling, and utilities are required (i.e., electric power, natural gas, propane, oil, water, sewer/septic). Adequate potable water shall be provided.
- (c) Supplies of food and bedding shall be stored in facilities which adequately protect such supplies against infestation or contamination by vermin or other contaminant. Refrigeration shall be provided for supplies of perishable food or medication.
- (d) Provision shall be made for the removal and disposal of dog and food wastes, bedding, and other debris. Waste facilities shall be provided and operated so as to control vermin infestation, odors, and disease hazards.

- (e) Facilities, such as washrooms, basins or sinks, shall be provided in the kennel to maintain cleanliness among dog caretakers; hot and cold running water, soap, and towels shall be provided. Toilet facilities shall be provided in the kennel or nearby on the premises and shall be kept clean, sanitary, and in good repair.
- (f) Premises shall be kept clean, sanitary and in good repair in order to protect the dogs from injury or disease. Premises shall remain free of accumulations of trash, feces, and the overgrowth of vegetation up to the property line or within 20 feet of the facility. Insects, parasites, rodents, and other pests shall be controlled effectively.
- (g) All commercial kennels shall have an appropriately stocked animal first aid kits that shall be available and easily accessible at all times.
- (h) All commercial kennels shall post Red Cross or similar animal CPR guidance in a conspicuous spot within the kennel and in compliance with the instructions imprinted thereon.
- (i) All commercial kennels shall only administer medication to animals if it is in the original veterinary prescribed bottle or container.
- (i) All commercial kennels shall have an on-call veterinarian on file that they may consult with for medical advice.
- (k) Commercial kennels that offer grooming shall keep boarded dogs and groomed dogs separate at all times, unless proof of rabies vaccination is available. No dog shall be groomed that is not current on rabies vaccination.

#### Section 5: Indoor Commercial Kennel Requirements.

- (a) Indoor dog facilities shall be provided for all pet shops, shelters and kennels in order to protect the dogs from adverse weather conditions.
- (b) Indoor housing facilities for dogs shall be sufficiently heated when necessary to protect the dogs from cold, and to provide for their health and comfort. Adequate heat shall mean enough heat necessary to prevent physical damage to a dog from hypothermia. The dogs' age, physical condition and hair coat shall be taken into consideration. The temperature at the height level of the dogs shall not be allowed to fall below 55° F. in any indoor primary enclosures where dogs are housed.
- (c) Indoor housing facilities for dogs shall be adequately ventilated to provide for the health and comfort of the animals at all times. Such facilities shall be provided with fresh air either by means of windows, doors, vents, or air conditioning and shall be ventilated so as to minimize drafts, odors and moisture condensation. Auxiliary ventilation, such as exhaust fans and vents or

air conditioning, shall be provided when the ambient temperature is 80° F. or higher. Heat shall be provided when the ambient temperature is 64° F or lower. Efforts shall be to maintain a relatively constant ambient temperature of 68° F.

- (d) Indoor housing facilities for animals shall have ample light, by natural or artificial means, or both, of good quality and well distributed. Such lighting shall provide uniformly distributed illumination or sufficient light intensity to permit routine inspection and cleaning during the entire working period, with the intention that all animals shall experience natural ambient light throughout the day.
- (e) Primary enclosures shall be so placed as to protect the animals from excessive sunlight.
- (f) The interior building surfaces of indoor housing facilities at commercial kennels shall be constructed and maintained so that they are impervious to moisture and may be readily cleaned and sanitized.
- (g) Commercial kennels shall have a suitable method to eliminate excess wash water from indoor housing facilities. Drains, when used, shall be properly constructed and kept in good repair to avoid foul odors and backup. Facilities which are not connected to a municipal sewerage system shall have a system for the disposal of dog excrement that meets all applicable state and local standards.
- (h) Commercial kennels shall have personnel on site at all times when dogs are present, unless adequate security measures are available to ensure the safety of the animals present, such as a security/fire protection system or live video.
- (i) Commercial kennels shall have one person on site, at all times when staff is present, that is trained in Red Cross or similar dog CPR and first aid.

#### <u>Section 6:</u> Outdoor Commercial Kennel Requirements.

- (a) When sunlight is likely to cause overheating or discomfort, sufficient shade shall be provided to allow dogs kept outdoors to protect themselves from the direct rays of the sun.
- (b) Whenever dogs are kept outdoors, they shall be provided with access to shelter to allow them to remain dry during rain, snow, or other adverse weather conditions.
- (c) A suitable method shall be provided to drain surface water rapidly.
- (d) Surfaces of outdoor enclosures of pet shops, shelters and kennels shall be constructed and maintained so that they are impervious to moisture and may be readily cleaned and sanitized;

runoff from outdoor enclosures shall be disposed of in accordance with all applicable regulations.

- (e) Outdoor facilities shall be adequately secured to protect the dogs from predators, as well as to contain the dogs.
- (f) All commercial kennels shall post the "signs/symptoms of heat stroke and hypothermia" in dogs within outdoor and indoor play areas.
- (g) Clean water shall be supplied at all times at outdoor kennels,

#### Section 7: Primary Enclosures for Commercial Kennels.

- (a) Primary enclosures shall be structurally sound and maintained in good repair so as to: contain the dogs; protect dogs from injury; keep predators out; enable dogs to remain dry and clean; permit dogs convenient access to food and water as required in these rules; provide sufficient space for each dog to turn about freely and to stand, sit and lie in a comfortable normal position; and have no sharp points or edges accessible to the dogs that could cause injury.
- **(b)** Animals housed in the same enclosure shall be maintained in compatible groups.
- (c) Sexually intact males and females shall not be housed in the same enclosure, except for breeding purposes as requested by the respective owner(s) in writing.
- (d) Any dog exhibiting a vicious disposition shall be housed individually in a primary enclosure.
- (e) Immature dogs shall not be housed in the same primary enclosure with adults other than their mother.
- (f) Animals of different species shall not be housed in the same primary enclosures.
- (g) Dogs shall not be placed in empty primary enclosures previously inhabited by other animals unless the enclosure has first been cleaned and disinfected.
- (h) Animals showing signs of contagious illness shall be removed from rooms and enclosures containing healthy animals and housed in a separate isolation room.
- (i) The floors of primary enclosures shall be constructed so as to protect the dogs' feet and legs from injury. Enclosures may have grid-type flooring, provided that the grid material is of adequate gauge to prevent sagging under the weight of the dog and that the mesh is small enough to prevent their feet from passing through or to cause cutting injuries to foot pads.

- (i) Dogs confined in a primary enclosure shall be exercised in runs or walked on a leash at least three times a day, totaling 60 minutes of exercise.
- (k) Dogs shall not be tied to fences or cages in lieu of being housed in primary enclosures.

#### Section 8: Commercial Kennel Care Requirements.

- (a) Dogs being boarded overnight shall be fed at least once each day except as otherwise might be required to provide adequate care. Food from the previous day shall be discarded and fresh food supplied daily except when self-feeders are used.
- **(b)** The food shall be free from contamination, wholesome, palatable, and of sufficient quantity and nutritional value to meet the normal daily requirements for the condition and size of the dogs.
- (c) Immature dogs shall be fed in accordance with generally accepted procedures: those animals less than three months of age shall be fed three times daily and those three to six months of age shall be fed twice daily.
- (d) Containers of food shall be accessible to animals and shall be located so as to minimize contamination by excreta or other contaminants and sources of filth.
- (e) Feeding pans shall be durable, cleaned and sanitized daily.
- (f) Disposable food receptacles may be used but must be discarded after each feeding.
- (g) Self-feeders may be used for the feeding of dry food and they shall be cleaned regularly to prevent molding, deterioration or caking of feed.
- (h) Potable water must be accessible to dogs at all times unless contraindicated by a written veterinarian order. Receptacles for such purposes shall be cleaned daily.

#### Section 9: Sanitation of Commercial Kennels.

- (a) Primary enclosures for animals shall be physically cleaned at least daily enough to prevent an accumulation of debris, excretions, and agents that may cause injury to animals or humans.
- (b) Cages, floors, and hard surfaced pens or runs shall be sanitized at least once per day by washing them with hot water (180° F.) and soap or detergent as in a mechanical cage washer, or by washing all soiled surfaces with a detergent solution followed by a safe and effective disinfectant.

- (c) Premises shall be kept clean, sanitary, and in good repair in order to protect the animals from injury and disease, to facilitate the prescribed sanitary practices as set forth in these rules, and to prevent nuisances.
- (d) An effective program for the control of insects, parasites, rodents, and other pests shall be established and maintained.
- (e) Excretions shall be removed from the primary enclosures as often as necessary to prevent contamination of the dogs contained therein and to control disease hazards and odors. When cleaning, any dog contained therein shall be removed from such enclosures during the cleaning process, and adequate measures shall be taken to protect the dogs in other such enclosures from being contaminated with water and other wastes.

## Section 10: Disease Control and Vaccination Requirements for Commercial Kennels.

- (a) Each animal shall be observed daily for signs of communicable disease or stress. Sick, diseased, injured or lame dogs shall be provided with at least prompt, basic veterinary care (that is, to alleviate pain and suffering), unless such action is inconsistent with the purposes for which the dog was obtained and is being held.
- (b) Any dog under confinement for, or with signs of, a communicable disease shall be separated from other healthy animals and placed in an isolation area in order to minimize dissemination of such disease. Caretakers shall wash their hands after handling these dogs and follow procedures which control the dissemination of disease.
- (c) Cleaning utensils for the isolation area shall be separate from those used for cleaning the general animal population area; such utensils shall either be washed separately from, or after, those used for the general population.
- (d) All dogs within the kennel shall have current vaccinations for rabies, distemper and Bordetella.
- (e) If, in the opinion of the Milford Animal Control Officer, or the advice of the Director of Public Health, additional vaccinations are necessary due to animal or public health concerns, additional vaccinations may be required. If additional vaccinations are required, license holders will be notified in writing by the Animal Control Officer.

#### Section 11: Administrative and Record Requirements of Commercial Kennels.

(a) There shall be kept at each kennel or private shelter a record of all dogs received. Such record shall state the date each animal was received, description of animal, breed, age, and sex of animal; name, address, contact information of person from whom acquired, and vaccination records for each animal being kept. These records shall be kept for two years.

- **(b)** All commercial kennels shall maintain a list of all dogs' medical conditions, as well as medications.
- (c) Each commercial kennel or private shelter shall have an adequate written emergency plan for the emergency medical treatment of its dogs, as well as in the case of a natural disaster. The kennel shall maintain proof that all employees have read, understood, and know the whereabouts of this document.
- (d) A licensee shall promptly notify the licensing agency of any change in his or her name and address, or any change in operations which may affect his or her status.
- (e) Any incident involving dog bites or any injuries requiring veterinarian care to a dog shall be reported to the Milford Animal Control Officer within eight hours of the incident.
- (f) Any dog found deceased at a kennel must be reported to the Milford Animal Control Officer or Milford Police Department immediately after the dog is found.

## Section 12: Right of Entry and Inspections of Commercial Kennels.

- (a) Pursuant to MGL c. 140, § 137C, the Select Board, Chief of Police, his officers, or the Animal Control Officer may at any time inspect a kennel or cause the inspection of a kennel. Said inspection may include examination of any pertinent records pertaining to this by-law. Refusal to comply with an inspection may be grounds for an emergency license suspension or revocation, and may, at the discretion of the Milford Police Department, result in the filing of a criminal complaint.
- (b) Random compliance inspections can occur on an annual basis or other time period as deemed appropriate for such facility. At the time of the inspection, or promptly thereafter, the inspecting authority will document any violations found.

#### Section 13: General Enforcement.

- (a) This ordinance may be enforced by the Milford Animal Control Officer, Health Department, Building/Inspectional Services Department, or the Police Department, and if, in the judgment of Chief of Police, Animal Control Officer, investigative officer and/or the Health Department, the kennel is not being maintained in a sanitary and humane manner or if records are not properly kept as required by law, such person or body shall, by order, revoke or suspend the license for the kennel.
- (b) This ordinance may also be enforced through appropriate criminal or civil process under Massachusetts General Laws.

#### Section 14: Fines and Violations.

(a) Penalties for violation of any provision of Sections 1 through 12 may result in the following fines and/or suspension or revocation of applicable license or permit:

First offense: \$50;
 Second offense: \$75;
 Third offense: \$100.

Each day the violation exists shall be deemed a separate offense. This ordinance may be enforced through any means available in law or in equity, including a noncriminal disposition in accordance with MGL c. 40, § 21D.

## Section 15: Severability.

If any portion, section or provision of this by-law be found invalid for any reason, that finding shall not affect the validity and force of any other section, portion or provision of this bylaw;

or take any other action in relation thereto.

(Select Board/Town Counsel)

**ARTICLE 26**: To see if the Town will vote to petition the General Court for the enactment of special legislation in relation to changing the number of members of the Town's Insurance Advisory Committee from eight to nine, which legislation would provide substantially as follows:

"SECTION 1: Notwithstanding the provisions of any general or special law to the contrary, and in particular notwithstanding the provisions of G.L. c. 32B, § 3 for an insurance advisory committee comprised of eight members, the Town of Milford shall have an insurance advisory committee comprised of nine members, as follows: seven persons to be duly elected or appointed to membership on such committee by organizations of the employees affected, one person who shall be a retiree of a governmental unit who shall be duly appointed to membership on said committee by the appropriate public authority, and one member who shall be a non-union employee of the Town who shall be duly elected or appointed to membership on such committee by the affected non-union employees of the Town;

SECTION 2: This Act shall take effect upon its passage."

or take any further action in relation thereto.

(Human Resources Director)

ARTICLE 27: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be added to those sums previously appropriated pursuant to a vote under Article 12 of the June 29, 2020 Annual Town Meeting, to be utilized for purposes of remediating any hazardous materials, demolishing any structures on property located at 72 Depot Street, and removing and disposing of the demolition debris at an appropriate location, or take any other action in relation thereto.

(Select Board)

**ARTICLE 28**: To see if the Town will vote to create a new hourly rated position of Fleet Maintenance Supervisor under Article 2, which salary will be determined at a later date, or take any other action relating thereto.

(Personnel Board)

**ARTICLE 29**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be used for the purpose of replacing the perimeter fencing at the Milford Town Library, or take any other action relating thereto.

(Library Trustees)

**ARTICLE 30:** To see if the Town will vote to amend the Vernon Grove Cemetery Bylaws as amended by deleting Section 1 and inserting in its place and stead a new Section 1 as follows:

"Section 1. These Cemeteries shall hereafter be known as Vernon Grove Cemetery and North Purchase Cemetery, respectively.";

Further, by substituting the word "Cemetery" with the word "Cemeteries" in Sections 2, 3, 4, and 6;

And finally, by substituting the words "this Cemetery" with the words "these Cemeteries" in Section 8, making such change consistent throughout the By-Law; or take any other action relative thereto.

(Vernon Grove Cemetery Trustees)

**ARTICLE 31**: To see if the Town will vote to amend Section 1.15 <u>Site Plan Review</u> of the Zoning By-Law relating to Planning Board procedures as noted hereinafter:

BY REPLACING Section 1.15.6.1 with the following:

"1.15.6.1 Within 65 days of the date any such application is filed with the Office of Planning and Engineering, and after review by the Planning Board at a public meeting, the Planning

Board shall file a written decision detailing such action with the Building Commissioner indicating the Planning Board's action regarding the application and accompanying plan."

AND BY REPLACING Section 1.15.6.2 with the following:

"1.15.6.2 The Planning Board may approve the application, approve the application with specific conditions, or deny the application, except that for a change of use site plans required within the CA Central Commercial zoning district, the Town Planner may act in lieu of the Planning Board provided that relevant agency comments as per Section 1.15.4 herein have been received and considered. In exercising its authority under this Section 1.15, the Planning Board shall determine to what extent the plan addresses the following conditions:"

AND FURTHER BY REPLACING the last sentence of Section 1.15.7.2. with the following:

"Lack of compliance with an approved site plan or conditions, if any, of the written decision as provided in Section 1.15.6.1 herein, shall constitute a zoning violation enforceable by the Building Commissioner."

or take any other action related thereto.

(Planning Board)

**ARTICLE 32**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be utilized by the Parks Commission to purchase a compact trac loader with attachments, or take any other action in relation thereto.

(Parks Commission)

**ARTICLE 33**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Highway Surveyor for the purpose of replacing ten (10) garage doors located at the Highway Department garage, or take any other action in relation thereto.

(Highway Surveyor)

**ARTICLE 34:** To see if the Town will vote to adopt a new By-Law regulating the appointment of members to all Town Boards, Committees and Commissions as follows:

#### "ARTICLE 41

#### QUALIFICATION TO SERVE ON TOWN BOARDS, COMMITTEES AND COMMISSIONS

#### Section 1. QUALIFICATION OF APPOINTEE

Upon majority vote of the appointing authority, unless otherwise called for by law, rule, or regulation, the Secretary or Clerk of the Appointing Authority shall forthwith transmit to the appointee, and simultaneously to the Town Clerk, a Notice of Appointment instructing the appointee that he/she shall need to qualify for appointed service by meeting with the Town Clerk to take her/his oath of office, acknowledge receipt of the Open Meeting Law Guide, acknowledge receipt of the Summary of the Conflict of Interest Law (M.G.L. c. 268A), to read any adverse "Open Meeting Law" determinations issued to the appointee's board, committee or commission, to disclose any conflicts of interest and receive waivers, as necessary, required by law, or advisable, all within thirty days.

#### Section 2. SERVICE

No appointee who has failed to qualify under Section 1 of this Article shall serve.

#### Section 3. SECOND NOTICE

The Town Clerk, no sooner than thirty days after the Notice of Appointment issued, shall issue to any such appointee, at his or her address of record and/or usual and customary address, a written reminder ("Second Notice") that the appointee appear at the Office of the Town Clerk to complete the qualifications for service in Section 1 of this Article.

#### Section 4. FAILURE TO QUALIFY AFTER SECOND NOTICE: VACANCY

The Town Clerk, no sooner than thirty days after the Second Notice issued, shall report to the appointing authority any appointee who has failed to qualify under Section 1 of this Article. Upon receipt of any such notice of failure to qualify, the position shall be deemed vacant, and the appointee authority may, at its sole discretion, make a new appointment to the position deemed vacant by the appointee's failure to qualify to serve."

or taking any other action relative thereto.

(Town Clerk and Town Counsel)

**ARTICLE 35**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Fire Chief for the purpose of purchasing five (5) self-contained breathing apparatus and ten (10) air cylinders, or take any other action in relation thereto.

(Fire Chief)

**ARTICLE 36**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Select Board for interior painting at the Milford Senior Center, or take any other action in relation thereto.

(Select Board)

**ARTICLE 37**: To see if the Town will vote to authorize the Select Board to petition the General Court for Special Legislation amending the Act Establishing Representative Town Meetings, being Chapter 271 of the Acts of 1933, as amended, in the following fashion:

Be it enacted, etc.

Section 1. Section 3 of Chapter 271 of the Acts of 1933, as amended, is further amended by inserting in the first sentence of said Section 3 after the words "director of municipal finance," the words "chairperson of the board of water commissioners".

Section 2. this Act shall take effect upon its passage.

or take any other action in relation thereto.

(Board of Water Commissioners)

**ARTICLE 38**: To see if the Town will vote amend the Wage and Salary Schedule of the Wage and Salary Administration Plan of the Milford Personnel Board by reclassifying the position of Assessor/Administrator from Salary Level 3 to a Salary Level 4, or take any other action in relation thereto.

(Personnel Board)

**ARTICLE 39**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Library Trustees for the purpose of purchasing and installing new light-emitting diode (LED) fixtures, or take any other action in relation thereto.

(Library Trustees)

**ARTICLE 40**: To see if the Town will vote pursuant to M.G.L. c. 40 § 15 to transfer the care, custody and jurisdiction of the following five (5) Town-owned parcels, totaling 26.85 acres, to the Milford Conservation Commission:

Assessors						
Map	Block	Lots	Area/Acres			
53	0	15	13.50			
53	0	16	2.50			
53	86	В	0.05			
54	0	7	4.30			
54	0	9	6.50			

The purpose thereof is to preserve said parcels located in the vicinity of Bear Hill for open space protection and conservation purposes, or take any other action in relation thereto.

(Conservation Commission)

**ARTICLE 41**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Vernon Grove Cemetery Board of Trustees for the purpose of purchasing a computer software program to upload cemetery burial and plot files, and related information, or take any other action in relation thereto.

(Vernon Grove Cemetery Board of Trustees)

**ARTICLE 42**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Fire Chief, to provide 10 percent (10%) matching funds to supplement a grant received for the purchase of a water tanker truck, or take any other action in relation thereto.

(Fire Chief)

**ARTICLE 43**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Select Board to paint the exterior of the Milford Senior Center, or take any other action in relation thereto.

(Select Board)

**ARTICLE 44**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Milford Youth Commission for the purpose of installing basement ventilation and dehumidification system, and a gymnasium HVAC system, or take any other action in relation thereto.

(Milford Youth Commission)

**ARTICLE 45**: To see if the Town will vote to authorize the Select Board to petition the Legislature for special legislation to provide for the grant of an additional license for the sale of all alcoholic beverages not to be consumed on the premises, which legislation will provide substantially as follows:

Be it enacted, etc. as follows:

- "SECTION 1. (a) Notwithstanding section 17 of chapter 138 of the General Laws, the Licensing authority of the town of Milford may grant 1 additional license for the sale of all alcoholic beverages not to be drunk on the premises pursuant to section 15 of said chapter 138 to Shiv Om Krupa, Inc. d/b/a Purchase Street Market located at 89 Purchase Street in the town of Milford. The license shall be subject to all of said chapter 138 except section 17.
- (b) The licensing authority shall not approve the transfer of the license granted pursuant to this act to any other location but it may grant the license to a new applicant at the same location if the applicant files with the licensing authority a letter from the department of revenue and a letter from the department of unemployment assistance indicating that the license is in good standing with those departments and that all applicable taxes, fees and contributions have been paid.
- (c) If a license issued pursuant to this act is cancelled, revoked or no longer in use, it shall be returned physically with all of the legal rights, privileges and restrictions pertaining thereto to the licensing authority and the licensing authority may grant the license to a new applicant at the same location under the same conditions as specified in this act.
- (d) The initial license authorized to be granted pursuant to subsection (a) shall be issued within one (1) year after the effective date of this act, if so issued, it shall be subject to reissuance pursuant to subsection (b) or (c) thereafter.

SECTION 2. This act shall take effect upon its passage."

or take any other action in relation thereto.

(Shiv Om Krupa, Inc.)

**ARTICLE 46**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Highway Surveyor for the purpose of replacing the Highway Department sidewalk plow/snowblower, or take any other action in relation thereto.

(Highway Surveyor)

**ARTICLE 47**: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be spent under the jurisdiction of the Vernon Grove Cemetery Board of Trustees for the purpose of purchasing a leaf blower machine for fall grounds clean up and leaf gathering, or to take any other action in relation thereto.

(Vernon Grove Cemetery Board of Trustees)

**ARTICLE 48**: To see if the Town will vote pursuant to M.G.L. c. 40 § 15 to transfer the care, custody and jurisdiction of the following six (6) Town-owned parcels, totaling 8.76 acres, to the Milford Conservation Commission:

Assessors			
Map	Block	Lots	Area/Acres
9	84	D	6.16
10	0	2	0.21
12	48	18, 19, 20	2.07
12	78	6	0.32

The purpose thereof is to preserve said parcels located off of Camp Street for stormwater management, wetlands and open space protection, and conservation purposes, as recommended in the Milford Comprehensive Plan, or take any other action in relation thereto.

(Conservation Commission)

**ARTICLE 49:** To see if the Town will vote to raise and appropriate, or transfer from available funds a sum of money to be added to the Town's Stabilization Account, or take any other action in relation thereto.

(Finance Director)

And you are hereby directed to serve this warrant by posting at least fourteen days before said meeting attested copies of this warrant in ten or more public places located in said Milford.

HEREOF, FAIL NOT, and make due return of this warrant with your doings thereon to the Clerk of said Town at the time of said meeting.

### Given under our hands at Milford this / St day of October, 2021

MILFORD BOARD OF SELECTMEN

Michael K. Walsh, Chairman

Thomas J. O'Loughlin, Esq.

Paul A. Mazzuchelli

A true copy attest:

Mark Calzolaio, Constable



From:

jligor@milfordma.com

Sent:

Tuesday, September 28, 2021 5:11 PM

To:

rvillani@milfordma.com

Subject:

**Bus Sign Approval** 

**CAUTION:** This email originated from outside the **Town of Milford**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

#### Hi Rick,

I'm sorry for the delay in getting this to you. We are currently in need of a two bus turn around signs for the Beaver Street and Gordon Dr location. Can you please bring before the selectman for approval. Once we have that we can have Highway order and install the signs.

#### Thank you

Jim

James Ligor
Director, Transportation / Community Use
Milford Public Schools
31 W.Fountain Street
Milford MA, 01757
774-804-1810
jligor@milfordma.com

\* \* \* The Milford Public Schools does not discriminate on the basis of race, color, sex, gender identity, religion, national origin, English proficiency, sexual orientation, disability or housing status.

10-12-2 \

MILFORD SELECT BOARD

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679 508-634-2303 Fax 508-634-2324

www.milfordma.gov

#### PERMIT TO OBSTRUCT APPLICATION

		2 2344321 10 013	DANCOT THE EDICATIO	<u> </u>		
1)	Read appropriate By-Law	on reverse side (Article and	l Section is identified below)			
2)	An Insurance Certificate (\$1,000,000/\$3,000,000) is required, worded as follows: THE TOWN OF MILFORD IS AN ADDITIONAL INSURED.					
3)	If requesting a Permit to hang a Sign or Banner, first obtain a permit for the <b>Sign or Banner</b> itself from the Building Commissioner. Attach a copy of that permit.					
4)	If a Banner overhauging a p	public street is to be attach	ed to a building, you must obtain	permission from the property owner.		
5)	Applicant shall engage a responsible individual to hang banner: town employees are prohibited from engaging in this activity.					
6)	Submit complete application two weeks prior to date	on, including Insurance Cel requested below.	rtificate and any other required d	ocuments, to Select Board Office at least		
	Detach and retain top s	section for future use; Comple	ete and submit bottom section to Sele	ct Board's Office		
NAME OF ORGANIZATION MAILING ADDRESS:		Milford High School Boos	ters Club, Inc.	TIDA CATALLE BUN BUNCA MANAGES AND		
		P.O. Box 71				
		Milford, MA 01757				
CONT	ACT PERSON: Lillian P	ezza	PHONE #	617-620-4781		
We p entra	lan to hold a Thanksglving moi nce (gymnasium entrance) to M	rning (11 <i>1</i> 25 <i>1</i> 2021) 5K run ar Milford High School. The rad 9:30 am.	nd walk. The 5K will begin and end ce will begin at 7:30 am and should	at the back finish up by		
AND A The 5K the gymr left on to and the	LL OTHER RELEVAN will start at 7:30 am on Novem pasium and take a right onto W North Vine Street, stay straight rin right to return to the Milford of person authorized to apply for	TINFORMATION: ber 25, 2021. Participants viest Fountain Street. At the on to Highland Street, turn High School gymnasium en	will leave the back entrance to the Filght, they will turn left on to Congresieft on to West Fountain Street at the Itrance. The race should conclude	ess Street, bear ne blinking light,	<i>2</i> (	
Ø G	7 sanchionia	milterd police.	org at local so	ety massures.	: 10	

10-12-21

To: Milford Select Board and Town Administrator

From: Milford Historical Commission

Re: Milford Historical Commission Vacancy

Date: October 1, 2021

The Historical Commission received the resignation of Steven Zaloga on Friday, September 24, 2021. He notified the commission secretary and the Town Clerk's office that he has moved out of Milford.

The commissioners and the associate commissioners of the Historical Commission request that the Select Board appoint James E. Miller to fill his unexpired term. Mr. Miller is a longtime associate commissioner who has demonstrated both dedication and commitment to historical preservation. His personal commitment provides continuity for the preservation, promotion and development of the historical and archaeological assets of our town.

Your consideration to this matter is appreciated.

Respectfully,

Robert M. Andreola Robert M. Andreola

Chairman



Mr. Michael Walsh, Chair Milford Select Board 52 Main Street Milford, MA 01757

Dear Mr. Walsh:

Please accept this letter as formal notification that I am resigning from the Milford Downtown Revitalization Committee effective immediately.

I want to take a moment and applaud the works of the Committee and appreciate the opportunity to have served. It has truly been a pleasure serving with the dedicated Chair and members of the committee and I wish them continued success in the future.

Sincerely,

Joshua Lioce

cc: Rick Villani Ronald Pagnini



5-612-21

#### **Richard Villani**

From:

paga1948@aol.com

Sent:

Wednesday, September 1, 2021 6:39 PM

To:

Richard Villani

Subject:

new member to be added to our committee

**CAUTION:** This email originated from outside the **Town of Milford**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Rick, We would like to officially have Mitch Ruscitti on our Downtown Revitalization Committee. Can you put this on the agenda to get him approved by the selectman? Mitch is in the process of moving back to Milford having just purchased a home.

Thanks, Ronnie [0-12-21



#### MILFORD SELECT BOARD

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679 508-634-2303 Fax 508-634-2324

www.milfordma.gov

#### PERMIT TO OBSTRUCT APPLICATION

1)	Read appropriate By-Law on reverse side (Article and Section is identified below)				
2)	An Insurance Certificate (\$1,000,000/\$3,000,000) is required, worded as follows: THE TOWN OF MILFORD IS AN ADDITIONAL INSURED.				
3)	If requesting a Permit to hang a Sign or Banner, first obtain a permit for the Sign or Banner itself from the Building Commissioner. Attach a copy of that permit.				
4)	If a Banner overhanging a public street is to be attached to a building, you must obtain permission from the property owner.				
5)	Applicant shall engage a responsible individual to hang banner: town employees are prohibited from engaging in this activity.				
6)	Submit complete application, including Insurance Certificate and any other required documents, to Select Board Office at least two weeks prior to date requested below.				
	Detach and retain top section for future use; Complete and submit bottom section to Select Board's Office				
NAM MAII	E OF ORGANIZATION Milford Firefighters Association ING ADDRESS:  21 Birch Street				
	MUFORD MA 01757				
CONT	PHONE #(774) 217 2988  CK ONE:  PERMIT TO OVERHANG PUBLIC WAY (Article 13, Section 5) \$10.00 Fee  PERMIT TO OBSTRUCT A PUBLIC WAY (Article 12, Section 3) \$5.00 PER DAY Fee  PERMIT TO OBSTRUCT SIDEWALK (MERCHANDISE DISPLAY) (Article 13, Sec. 6) \$5.00 PER DAY Fee				
DESC	CRIBE IN DETAIL WHAT YOU PLAN TO DO:				
	ose the road for the Santa Parade. Approximately 4:00-6:0				
INDIC	CATE EXACT LOCATION (Street(s) & Number(s), EXACT DAY(S) AND DATE(S), TIMES OF DAY,				
AND	ALL OTHER RELEVANT INFORMATION: 21 Pych St - Medican Rd -				
• .Su	inday December 5th 2001 & Hair + Main of Commence				
• 4:	E. Harn - Harn - Marn at Congress  End at Post Office				
Signatur	atthew B. Jenman 10.6.21 Date				
Polic Ci	infessionature  10-7-2021  Date				



### MILFORD POLICE DEPARTMENT

#### James F. Falvey **Chief of Police**

250 Main Street \* Milford, MA 01757 \* Tel. (508) 473-1113 \* Fax (508) 473-5087

TO:

Richard Villani, Esq., Town Administrator

FROM:

James F. Falvey, Chief of Police

DATE:

October 8, 2021

RE:

Stop Sign

Dear Mr. Villani,

A citizen has requested a stop sign at the intersection at Woodridge Road and Highland Street. After review I would recommend to the Select Board to approve installation of a stop sign on Woodridge Road at the intersection with Highland Street due to the limited view. I believe this action will improve safety for people using this intersection especially those unfamiliar with the area.

Sincerely.

James F. Falvey Chief of Police Town of Milford



## Commonwealth of Massachusetts STATE ETHICS COMMISSION

One Ashburton Place - Room 619 Boston, Massachusetts 02108

Maria J. Krokidas Chair

David A. Wilson Executive Director

September 30, 2021

William Kingkade c/o Adam Simms, Esq. Pierce, Davis & Perritano, LLP 10 Post Office Square, Suite 1100N Boston, MA 02109

Dear Mr. Kingkade:

As you know, the State Ethics Commission conducted a preliminary inquiry into whether you, in your capacity as a member of the Milford Select Board, violated the state conflict of interest law by: (1) participating in matters related to the sale of town-owned property for use by the Greater Milford Social Club, of which you are a founding member; and (2) voting to appoint personal friends to Town positions. You cooperated fully with the inquiry.

On July 29, 2021, the Commission voted to find reasonable cause to believe that your actions, as described below, violated sections 19 and 23(b)(3) of the conflict of interest law, General Laws chapter 268A, and authorized adjudicatory proceedings. The Commission further determined, however, that, in lieu of adjudicatory proceedings, the public interest would be better served by publicly discussing the facts revealed by the preliminary inquiry and explaining the application of the law to those facts in this Public Education Letter. By resolving this matter through this Public Education Letter, the Commission seeks to ensure that you and public employees in circumstances similar to those described below will have a clearer understanding of the conflict of interest law and how to comply with it.

The Commission and you have agreed that this matter will be resolved publicly with this educational letter and that there will be no formal proceedings against you. You have chosen not to exercise your right to a hearing before the Commission.

#### Violations Relating to Sale of Town-Owned Land

The Facts

You were a member of Milford's Select Board from April 2015 through April 2021.

On February 26, 2019, the Milford Club, LLC ("the Milford Club") was incorporated in Massachusetts. According to its certificate of organization, the Milford Club's primary activities are the buying and selling of real estate. Christopher Morin is one of the Milford Club's three part-owners. You have been personal friends with Morin for many years and were best man at his wedding.

On March 14, 2019, the Greater Milford Social Club ("the Social Club") was incorporated in Massachusetts. According to its certificate of organization, the Social Club's primary activities are "to operate, manage, and maintain a private member club," and to "make, sell, deal with and in food products... and alcoholic and non-alcoholic beverages." The Social Club also engages in community activities and fundraising for local charities. Neither the Milford Club nor the Social Club were incorporated as not-for-profit corporations.

You are one of twelve founding members of the Social Club. According to the Social Club's Operating Agreement, signed on March 14, 2019, the twelve founding members formed an LLC under which the members' capital contributions consisted of a one-time initiation fee and membership fees, and their liability is limited to their initial capital contributions. The Operating Agreement also provides that net profits and losses are to be allocated in proportion to the founding members' capital contributions. On its seasonal liquor license application dated July 19, 2019, the Social Club's twelve founding members, including you, are listed as having a direct or indirect financial interest in the Social Club.

On April 5, 2019, the Milford Club purchased the former Foggiano Club property at 28 Granite Street, Milford ("the Club Property"), to be the site of the Social Club. During the purchase process, the Milford Club learned from its lender that a structure on the Club Property encroached upon a 0.073 acre parcel of town-owned land at Granite and Railroad Streets ("the Town Parcel"). The lender required the Milford Club to solve the encroachment issue in order to finalize its purchase of the Club Property, by either purchasing the Town Parcel from the town, or seeking a variance from the town, or removing the encroaching structure (a small storage room).

One of the Milford Club owners described the Club Property encroachment situation to Town Counsel. After a survey of town departments reflected no municipal need for the Town Parcel, Town Counsel determined that the Select Board could authorize the sale of the Town Parcel.

On April 8, 2019, the Town Treasurer appeared before the Select Board to recommend that the Town Parcel be declared as surplus property and offered by sale at a public auction. You made a motion to declare the Town Parcel as surplus. The Select Board unanimously voted in favor of your motion. You participated in the vote on your motion.

You then asked whether the Town Parcel could be sold by direct disposition rather than at a public auction. You stated, "I was there today, and this was of interest to me. Since there's two abutters, but one already is on the land, do we have to go to auction rather than ask them to

purchase it?" Town Counsel replied that a direct disposition was lawful. You then moved to offer the Town Parcel for sale by direct disposition to the abutters. The Select Board unanimously voted in favor of your motion. You participated in the vote on your motion.

At no time did you publicly disclose that you were a founding member of the Social Club with an interest in the club, that the Milford Club was required by its lending bank to solve the encroachment upon the Town Parcel in order to complete its purchase of Club Property, that the Milford Club was purchasing the Club Property to be the site of the Social Club, or that you had a close personal friendship with one of the Milford Club's co-founders.

#### The Conflict of Interest Law

Section 19

Section 19 of the conflict of interest law prohibits a municipal employee from participating as a municipal employee in a particular matter in which to his knowledge he or a business organization in which he is serving as officer, director, trustee, partner or employee has a financial interest. Section 19 encompasses any reasonably foreseeable financial interest, whether positive or negative, large or small.

The Select Board decisions to declare the Town Parcel as surplus and to offer it by sale by direct disposition to the abutters were "particular matters" under § 19.2

The Social Club had a financial interest in the decisions concerning the Town Parcel because the Milford Club, which purchased the Club Property for use by the Social Club, sought to purchase the Town Parcel to resolve its lender's concern about the Club Property's encroachment on the Town Parcel.

The Social Club is a business organization for purposes of the conflict of interest law. Although it participates in charitable endeavors, it is primarily a private social club engaged in the selling of food and drinks. It is not incorporated as a not-for-profit corporation. Even it if it were, however, it would still be considered a business organization under the conflict of interest law.<sup>3</sup> As a founding member of the Social Club, and pursuant to its Operating Agreement, you were a partner in the Social Club.

<sup>&</sup>lt;sup>1</sup> Just prior to its discussion of the Town Parcel, the Select Board had voted to declare certain town-owned property on Bowdoin Drive as surplus and offer it for sale at a public auction. You then moved that the Select Board reconsider its vote as to the Bowdoin Drive property and offer it for sale by direct disposition to the direct abutters, rather than at a public auction. The Select Board unanimously voted in favor of your motion.

<sup>&</sup>lt;sup>2</sup> "Particular matter" includes any contract, claim, controversy, decision or determination. G.L. c. 268A, §1(k).

<sup>&</sup>lt;sup>3</sup> See EC-COI-07-2. The definition of "business organization" includes non-profit organizations that substantially engage in business activities, such as selling goods and services in exchange for fees. Relevant factors include: 1) whether the organization's activities include commerce, trade, or other common business activities; 2) whether the activities are engaged in for the organization's support or profit; 3) whether the activities are regularly engaged in; and 4) whether the activities are a significant rather than de minimis part of the organization's activities.

Accordingly, you were prohibited by § 19 from participating as a Select Board member in the Board's decisions to declare the Town Parcel as surplus and offer it for sale by direct disposition to the abutters. Nonetheless, you participated in the decisions by moving to declare the Town Parcel as surplus, asking whether the town could offer the Town Parcel by direct disposition to the abutters rather than at a public auction, moving to offer the Town Parcel for sale by direct disposition, and voting in favor of both motions. Therefore, the Commission found reasonable cause to believe you violated § 19 of the conflict of interest law.

Section 23(b)(3)

Section 23(b)(3) of the conflict of interest law prohibits a municipal employee from acting in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that he can be improperly influenced in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship or undue influence of any party or person. Even if a public official is not improperly influenced or does not act with bias, he is still in violation of this section if he gives the appearance of bias, as even an appearance of acting on behalf of private interests, rather than the public interest, harms confidence in government and the government's ability to act.

By participating in matters related to the sale of the Town Parcel as described above, the Commission found that a reasonable person could believe that you were improperly influenced in your Select Board duties by your association with the Social Club and/or your close personal relationship with Milford Club part-owner Morin. Therefore, the Commission found reasonable cause to believe you violated § 23(b)(3) of the conflict of interest law.

#### Violation Relating to Appointment of Friends to Town Positions

#### The Facts

On June 20, 2016, the Select Board was presented with three candidates for local building inspector. You moved to appointed Matthew Marcotte to the position. The Select Board unanimously voted to appoint Marcotte to the position. You participated in the vote. In October 2017, the Select Board unanimously voted to appoint Marcotte as Building Commissioner. You participated in the vote.

On July 30, 2018, the Select Board was presented with nine candidates for Labor Counsel. You moved to appoint Patrick Holland. The Select Board unanimously voted to appoint Holland. You participated in the vote.

You testified that in 2016, Marcotte was an "acquaintance" with whom you were "friendly" and knew his family members. When asked how you moved to appoint Marcotte of the three candidates, you testified that he had asked you for your support, that you knew his family, and that you knew he was qualified. You described Holland as a friend. At no time did you file a written public disclosure regarding your relationships with Marcotte or Holland.

#### The Conflict of Interest Law

Section 23(b)(3)

By moving to appoint, and voting in favor of appointing, Marcotte, whose family you knew and who had asked you for your support, and Holland, who you considered a friend, to town positions, the Commission found that a reasonable person could believe that you could be improperly influenced in your Select Board duties by your relationships with Marcotte and/or his family and Holland. Therefore, the Commission found reasonable cause to believe you violated § 23(b)(3) of the conflict of interest law.

#### Disposition

Based upon its review of this matter, the Commission has determined that the public interest would be best served by the issuance of this Public Education Letter and that your receipt of this letter should be sufficient to ensure your understanding of and future compliance with the conflict of interest law.

This matter is now closed.

Sincerely,

David A. Wilson
Executive Director



# Commonwealth of Massachusetts STATE ETHICS COMMISSION

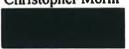
One Ashburton Place - Room 619 Boston, Massachusetts 02108

Maria J. Krokidas Chair

David A. Wilson
Executive Director

September 30, 2021

Christopher Morin



Dear Mr. Morin:

As you know, the State Ethics Commission conducted a preliminary inquiry into whether you violated the state conflict of interest law by: (1) contracting to purchase townowned property while serving as a municipal employee; and (2) acting as agent for the Milford Club, LLC, while serving as a municipal employee. You cooperated fully with the inquiry.

On July 29, 2021, the Commission voted to find reasonable cause to believe that your actions, as described below, violated sections 17(c) and 20 of the conflict of interest law, General Laws chapter 268A, and authorized adjudicatory proceedings. The Commission further determined, however, that, in lieu of adjudicatory proceedings, the public interest would be better served by publicly discussing the facts revealed by the preliminary inquiry and explaining the application of the law to those facts in this Public Education Letter. By resolving this matter through this Public Education Letter, the Commission seeks to ensure that you and public employees in circumstances similar to those described below will have a clearer understanding of the conflict of interest law and how to comply with it.

The Commission and you have agreed that this matter will be resolved publicly with this educational letter and that there will be no formal proceedings against you. You have chosen not to exercise your right to a hearing before the Commission.

#### The Facts

You have served on Milford's Finance Committee for approximately eight years, and served as its Chair for approximately four years, including during the relevant time.

On February 26, 2019, you co-founded the Milford Club, LLC ("the Milford Club") and you were a part-owner of the Milford Club during the relevant time. On March 14, 2019, you co-founded the Greater Milford Social Club ("the Social Club").

On April 5, 2019, the Milford Club purchased the former Foggiano Club property at 28 Granite Street, Milford ("the Club Property"), to be the site of the Social Club. During the

Christopher Morin September 30, 2021 Page 2

purchase process, the Milford Club learned from its lender that a structure on the Club Property encroached upon a 0.073 acre parcel of town-owned land at Granite and Railroad Streets ("the Town Parcel"). The lender required the Milford Club to solve the encroachment issue in order to finalize its purchase of the Club Property, by either purchasing the Town Parcel from the town, or seeking a variance from the town, or removing the encroaching structure (a small storage room).

One of the Milford Club owners described the Club Property encroachment situation to Town Counsel. After a survey of town departments reflected no municipal need for the Town Parcel, Town Counsel determined that the Select Board could authorize its sale.

On April 8, 2019, the Select Board voted unanimously to declare the Town Parcel surplus property and offer it for sale by direct disposition to the owners of abutting property. On April 22, 2019, you submitted to the Town Treasurer a bid to purchase the Town Parcel on behalf of the Milford Club. The Town Treasurer accepted the Milford Club's bid. On May 28, 2019, you signed the purchase and sale agreement on behalf of the Milford Club for its purchase of the Town Parcel from the town. On May 31, 2019, you signed an amendment to the purchase and sale agreement on behalf of the Milford Club.

#### The Conflict of Interest Law

Section 17

Section 17(c) of G.L. c. 268A prohibits a municipal employee from, other than in the proper discharge of his official duties, acting as agent for anyone other than the municipality in relation to any particular matter in which the municipality is a party or has a direct and substantial interest. The purpose of this prohibition is to prevent a municipal employee from dividing her loyalty between her public employer and a private entity.

The sale of the Town Parcel was a particular matter. You acted as agent for the Milford Club in relation to that matter by submitting its bid to purchase the property from the town, and by signing the purchase and sale agreement, and the amendment thereto. These actions taken on behalf of the Milford Club were not in the proper discharge of your official duties as Finance Committee Chair. The Town of Milford had a direct and substantial interest in the sale of the Town Parcel. Therefore, the Commission found reasonable cause to believe you violated § 17(c) of the conflict of interest law.

<sup>1 &</sup>quot;Particular matter" includes any contract, claim, controversy, decision or determination. G.L. c. 268A, §1(k).

<sup>&</sup>lt;sup>2</sup> "Acting as agent" is defined broadly and includes any form of acting on behalf of another person or entity, including signing documents for submission to a board or department, appearing personally before a committee, and speaking to anyone on behalf of another person or entity.

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Section 20

Section 20 of G.L. c. 268A prohibits a municipal employee from having a financial interest in a contract with the same town other than his original arrangement for employment. This restriction applies to situations in which a municipal employee contracts to purchase goods, services, or property from the town. The purpose of § 20 is to prevent municipal employees from using their position to obtain additional contractual opportunities from their own municipality, and to avoid the public perception that they have an "inside track" on such opportunities.

As a part-owner of the Milford Club, you had a financial interest in its signed contract to purchase the Town Parcel. You knew you had a financial interest in the contract because you signed the purchase and sale agreement on behalf of the Milford Club, and you knew that the contract would allow the Milford Club to complete its purchase of the Club property. Therefore, the Commission found reasonable cause to believe you violated § 20 of the conflict of interest law. Although there are several exemptions to § 20, none of them were applicable to you.

#### Disposition

Based upon its review of this matter, the Commission has determined that the public interest would be best served by the issuance of this Public Education Letter and that your receipt of this letter should be sufficient to ensure your understanding of and future compliance with the conflict of interest law.

This matter is now closed.

Sincerely,

David A. Wilson
Executive Director