

MILFORD SELECT BOARD: AGENDA
February 26, 2024 – 6:00 PM, ROOM 03, TOWN HALL

Remote Public Hearing/Invitation to Speak access now requires advanced registration. Please register online here: <http://tiny.cc/ud5zwz> 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.”

A.) SIGNING OF WARRANT
APPROVAL OF REGULAR SESSION Minutes, January 15, 2023

B.) PUBLIC HEARINGS

C.) SCHEDULED APPOINTMENTS

1. Human Resources Director, re: New Insurance Rates for 2024/2025
2. Milford Fire Department and Medway Fire Department, re: Brush Fire Truck
3. Police Chief, re: Parking changes at 157 & 159 Main Street-Two Hour Parking to, ½ Hour Parking, Tow Zone
4. Police Chief, re: “No Parking” sign, the entire length of Court Square
5. Police Chief, re: -Limit Parking Time in the area of 89 Main Street
-Limit Parking Time from 88 to 104 Main Street
6. Police Chief, re: Mutual Aid Agreement
7. Police Chief, re: Staffing Request

D.) TOWN ADMINISTRATOR’S REPORT

E.) OLD BUSINESS

F.) NEW BUSINESS

1. Town Administrator, re: Award of Contract-Fireworks
2. Town Administrator, re: Community & Economic Development Planner
3. Town Administrator, re: Article 3 Recommendation

G.) INVITATION TO SPEAK

H.) CORRESPONDENCE

1. Daily Bread Food Pantry, re: Police Food Drive

I.) EXECUTIVE SESSION

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.

A few highlights of the meeting:

- Health Benefit increase negotiated down from 11.4% to 7.9%
- Dental Insurance – minimum increase presented to cover increase in admin fees
- A Health Savings Account plan was unanimously recommended by the Insurance Advisory Committee to assist those with the High Deductible Health Plan (Blue Access) to cover upfront costs such as copays and deductibles.
- All other ancillary benefit rates remain the same as in the current plan year.
- Employees will have the choice to self-enroll or meet with a Benefits Counselor this year. As they did last year, employees also have access to their own record of benefits.

The Benefit office will be available to answer questions at any time.

If you have any questions or would like to discuss this information in further detail, I am available to meet you at your convenience.

Sincerely,

Kristin Melpignano

Kristin Melpignano
Human Resources Director

CC: Michael Walsh, Select Board Member
Thomas J. O'Loughlin, Esq., Select Board Member
Richard A. Villani, Town Administrator
Zachary Taylor, Finance Director
Laura Krovocheck, Benefits Coordinator
Peter Filosa, IAC Chair

C-2
2-26-24

Agreement is made this ____ day of _____, 2024 by and between the Town of Medway, Massachusetts, a municipal corporation with a primary address of 155 Village Street, Medway, MA 02053 ("Medway") and the Town of Milford, Massachusetts, a municipal corporation with a primary address of 52 Main Street, Milford, MA 01757 ("Milford") for the transfer of ownership of a 1995 Ford F-350 brush fire apparatus vehicle ("VEHICLE") for the terms and conditions contained herein.

Whereas The Milford Fire Department, located in Milford, Massachusetts has a need for a small forest fire truck due to brush and wooded areas in that community, and

Whereas The Medway Fire Department, located in Medway, Massachusetts, as a result of a new vehicle arrival has made available a 1995 Ford F-350 utility truck with a firefighting skid unit currently onboard as surplus (effective November 1, 2023), and

Whereas The relocation of the vehicle in a neighboring community to Medway will serve to provide for added mutual aid abilities benefiting both communities, and

Whereas Medway and Milford are by vote of their respective Boards of Selectmen authorized to enter into this agreement pursuant to the provisions of G.L. c. 40, §4A.

Now therefore the parties agree as follows:

- 1) The ownership of Medway Brush 2, a 1995 Ford F-350 4x4 fire apparatus vehicle, Vehicle Identification Number (VIN) (2FDKF38F5SCA31589) (VEHICLE) shall be transferred to the Milford Fire Department at a time to be determined by Medway Fire Chief Jeffery Lynch.
- 2) The amount due from Milford for this transaction shall be ZERO Dollars (\$0).
- 3) Medway Fire Department shall have the ability to remove any and all loose equipment, fixtures, fittings, radios, tools, ladders, and hose from the VEHICLE that Chief Lynch may determine as necessary.

4) The Milford Fire Department shall be responsible for transportation of the VEHICLE to Milford and for the cost of any equipment, modifications, or repairs/improvements that it deems as needed to place the VEHICLE into service in Milford.

5) The VEHICLE is being provided to the Town of Milford as-is without any certification, warranty or guaranty as to its suitability for any use or purpose. No warranties, implied or otherwise, shall exist with this transaction, and the Town of Medway assumes no liabilities or responsibilities for future repairs of the VEHICLE and/or claims arising out of its operation or defects that may occur following its departure from Medway.

6) Milford hereby agrees to release, defend, indemnify, and hold harmless the Town from any and all actions, causes or action, claims, suits, or demands for property damage, or personal injury, including payment of reasonable attorney's fees, arising from or in any way out of the use, misuse, or display of the VEHICLE.

7) It is agreed that the Town of Medway shall be afforded a right of first refusal to reacquire the VEHICLE at ZERO Dollars (\$0) at such time as the Milford Fire Department shall determine that it no longer has need for it or shall move toward disposal. Medway shall be under no obligation to reacquire the VEHICLE, but may elect to do so. Said right of first refusal shall be exercised by the Town of Medway within sixty (60) days upon written notice from the Town of Milford. Otherwise, any such right shall be deemed waived and terminated.

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

9) This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

10) This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and

representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

Agreed to as of the date first written above by the Town of Medway and Town of Milford by their respective Select Boards.

FOR THE TOWN OF MEDWAY, ITS SELECT BOARD:

FOR THE TOWN OF MILFORD, ITS SELECT BOARD:

Glenn Trindade

Paul Mazzuchelli

Frank Rossi

Michael Walsh

Todd Alessandri

Thomas O'Loughlin

Maryjane White

Dennis Crowley



C-3
2-26-24

MILFORD POLICE DEPARTMENT

Robert L Tusino
Chief of Police


*250 Main Street * Milford, MA 01757 * Tel. (508) 473-1113 * Fax (508) 634-2346*

Town of Milford
Town Administrators Office
Mr. R Villani, Esq
Re: Main St Parking
Date: 01/31/24

Mr. R Villani, Esq.

After meeting with business owners located on Main St, particularly numbers #159 Main St & #157 Main St I respectfully request the following parking changes. I request the Milford Select Board to approve (2) on street parking spots be changed from, Two Hour Parking to, ½ Hour Parking Tow Zone.

If approved these changes would greatly increase patrons 'abilities to access these businesses in a more reasonable timeline. I look forward to discussing these necessary changes with the Milford Select Board.

My best, 
Chief R Tusino

C-4
2-26-24



MILFORD POLICE DEPARTMENT

Robert L Tusino


Chief of Police

*250 Main Street * Milford, MA 01757 * Tel. (508) 473-1113 * Fax (508) 634-2346*

Town of Milford
Town Administrators Office
Mr. R Villani, Esq
Re: Main St Parking
Date: 02/01/2024

Mr. R Villani, Esq.

I respectfully request the Milford Select Board to make the entire length of Court Sq, "NO PARKING ANYTIME." This change is necessary to increase safety in and around the Town Hall for motorists and pedestrians alike. I look forward to discussing this necessary change with the Select Board.

My best, 
Chief R Tusino

C-5
2-26-24

Richard Villani

From: Tusino, Robert <rtusino@milfordpolice.org>
Sent: Wednesday, February 21, 2024 2:10 PM
To: Richard Villani; Liz Fernandes
Subject: Main St Parking

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.

Mr. R Villani, Esq.

In an effort to address numerous concerns from citizens and business owners I request the Milford Select Board approve the following parking changes on Main Street. The first three parking spaces just after the marked Handicap Parking Space in front of 89 Main Street should be posted, "**1/2 Hour Parking Only Tow Zone Between The Hours Of 9AM to 5PM**". On the opposite side of Main St in front of number 104 Main St down to 88 Main St the parking should be posted, "**1/2 Hour Parking Only Tow Zone Between The Hours Of 9AM to 5PM**". I look forward to discussing these much-needed changes with the Milford Select Board.

My best,
Chief R Tusino

Robert L Tusino
Chief of Police



milfordpolice.org

508-473-1113 x3526

508-634-2346 fax

508-377-8922 mobile

rtusino@milfordpolice.org

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C-6
2-26-24

Richard Villani

From: Tusino, Robert <rtusino@milfordpolice.org>
Sent: Wednesday, February 21, 2024 12:12 PM
To: Richard Villani
Subject: CEMLEC Agreement
Attachments: CEMLEC Agreement.pdf

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.

Mr. R Villani, Esq.
Please see the attached document regarding the Milford Police Department's CEMLEC Agreement. The Milford Police Department has been a member of the Central Massachusetts Law Enforcement Council (CEMLEC) for some time. The Milford Community has benefited greatly from this partnership throughout the years, especially during difficult times. The access to additional resources provided by the CEMLEC Community has proven invaluable in maintaining a proactive police department that is community committed. I respectfully request the Milford Select Board support our continued membership.

My best,
Chief R Tusino

Robert L Tusino
Chief of Police



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CENTRAL MASSACHUSETTS LAW ENFORCEMENT COUNCIL

357 Main Street
Webster, Massachusetts 01570
Telephone (508) 949-3823 Fax (508) 943-7979

President
Chief Michael Shaw
Webster Police
357 Main St
508-949-3823

**Vice President
Treasurer**
Chief Dennis Towle
Sutton Police
489 Central Turnpike
508-865-8747

Secretary
Chief Normand
Crepeau
Grafton Police
28 Providence Rd
508-839-0106

To: CEMLEC Member Police Chiefs

From: CEMLEC President Chief Michael Shaw

Date: February 2, 2024

RE: Revised Mutual Aid Agreement

CEMLEC Member Chief,

First off, I want to thank you for being a member of CEMLEC. Over the past few years, we have had several requests for various communities' signed copies of our Mutual Aid Agreement. Due to the turnover on the Executive Board, we have been unable to locate them for some time. Given that issue and the fact that we have added many communities and a few have opted out, I took this as an opportunity to revise our existing Mutual Aid Agreement and recirculate it to be signed.

I asked Massachusetts Chief of Police General Counsel Eric Astupenas to review our existing agreement and make any changes, which he did. Enclosed with this letter is the revised agreement. I would ask that you and your city/town officials sign the signature page and return the original to me at:

Chief Michael Shaw
Webster Police Department
357 Main Street
Webster, MA 01570

I will maintain all of the original signature pages here while I am President and pass them on to my successor. I would also encourage you to keep a copy for yourself in the event your district court requests it.

Thank you again for your support of CEMLEC, and if I can ever be of assistance, please do not hesitate to reach out.

Respectfully,


Chief Michael Shaw
CEMLEC President

CENTRAL MASSACHUSETTS LAW ENFORCEMENT COUNCIL MUTUAL AID AGREEMENT

WHEREAS, the parties to this Agreement recognize that in certain situations the ability of police officers to exercise police powers outside the territorial limits of the municipality where such police officers are regularly employed may be desirable and necessary in order to increase the capability of such police departments to protect the lives, safety, and property of the public; and

WHEREAS, chapter 40, section 8G of the Massachusetts General Laws authorizes cities and towns that have accepted its provisions to enter into law enforcement mutual aid agreements; and

WHEREAS, this Agreement is meant to expand and supplement any existing mutual aid agreements between the parties; and

WHEREAS, each of the parties to this Agreement has duly accepted the provisions of G.L. c. 40, § 8G, and desires to enter into an agreement that sets forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid and for the exercise of police authority by police officers of each municipal signatory within the territorial/jurisdictional limits of each other municipal signatory.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Purpose & Intent

- 1.1 This Agreement constitutes an agreement by, between, and among the parties to establish a strategic working partnership to address public safety concerns including but not limited to providing mutual aid for the parties because of terrorist or enemy actions; natural disasters; unusual occurrences, including but not limited to fires, floods, storms, earthquakes, landslides, aircraft accidents, search or rescue operations; other natural or man-caused incidents requiring exceptional police action; school or workplace violence; riots; mob action; civil disturbance; demonstrations; urban insurgencies; impaired driving; drug distribution; electronic & cybercrime; combating violent street gangs and associations; as well as any law enforcement operations.
- 1.2 To address these public safety concerns, the parties hereby agree to have sworn police officers from each signatory department empowered to operate with full police powers, including the power of arrest, in each signatory community, as authorized under G.L. c. 40, § 8G. This Agreement allows sworn police officers from each signatory community to cross into the geographical jurisdiction of any other signatory community to carry out official police business

under the authority of G.L. c. 37, § 13; G.L. c. 40, § 8G; G.L. c. 41, §§ 95, 98, 98A, 99 and similar statutes. Such extraterritorial exercise of police powers is authorized under this Agreement in both mutual aid request and self-activation situations as defined herein. Nothing in this Agreement is intended to be construed to limit the lawful authority of police officers to make arrests or exercise police powers outside of this Agreement.

Section 2. Definitions

For the purposes of this Agreement, the following terms shall be defined as set forth below:

Chief of Police: a party's chief law enforcement officer, including the functional equivalent of a Chief of Police, whether denominated as Director, Marshall, Superintendent, or similar title.

Commanding Officer: a party's Chief of Police or, in the absence of the Chief of Police, the police officer designated as having supervisory or command responsibility.

Equipment or Police Equipment: any tangible personal property authorized and used by police officers pursuant to this Agreement including, but not limited to, motor vehicles, radios, uniforms and accessories, weapons and ammunition, handcuffs, body armor, cameras, etc.

Municipality means a city or town (or, where appropriate, other entity such as a university or out-of-state community, for example) which is a signatory to this Agreement.

Mutual Aid means the provision of police officers and equipment by one municipality to another pursuant to this Agreement.

Lead Agency means the police department requesting assistance from multiple agencies or host community where services are needed.

Police Officer means any person appointed to be a sworn member of the police department of a municipality and authorized to exercise police powers, including the power of arrest.

Requesting Municipality means the police department that requests police officers or police equipment from another signatory police department pursuant to this Agreement.

Responding Municipality means the police department which provides police officers or police equipment to another signatory police department pursuant to this Agreement.

Section 3. Term of Agreement

It is the intent of the parties to conduct this partnership on a continuing basis and to hold periodic reviews as the parties determine and deem it necessary to ensure that the agreement meets the mutual aid wants and needs of all the parties hereto. To this end, this Agreement shall be effective as the date of signature by each of the parties and shall remain in effect thereafter until terminated.

Section 4. Termination

This Agreement shall remain in effect until terminated by all parties. Should any signatory to this Agreement wish to withdraw from the Agreement, it may do so by notifying all other signatories in writing with 30 days' notice. This Agreement will remain in full force and effect for all other remaining signatory parties.

Section 5. Mutual Aid & Extraterritorial Authority

- 5.1 As a signatory to this Agreement, each Municipality and Chief of Police hereby requests the assistance of each of the other signatory and their departments and police officers, in conducting law enforcement activities, protecting the lives, safety, and property of the people within their cities and towns so long as this Agreement is in effect, and no further specific mutual aid request is required subject to the provisions of this Agreement.
- 5.2 A police officer of any signatory police department, while on-duty, who observes or becomes aware of criminal activity or any violation of law or situation requiring immediate police intervention within any other signatory Municipality, shall, even in the absence of a specific request for mutual aid, be empowered to take police action for the purpose of preventing harm to the public, preventing the loss or damage to property, stopping unlawful behavior or detaining an offender pending the arrival of a police officer where the violation occurred. Such law enforcement action shall be deemed to be mutual aid to the city or town where the crime or other violation has occurred or is occurring. Each signatory community and Chief of Police intends that full police authority is conveyed to every police officer of every signatory community in every municipality whose authorizing authority has signed this Agreement.
- 5.3 The police powers, rights, privileges, and immunities of any police officer employed by a party to this Agreement shall extend to the territorial limits of each other party to this Agreement while such officer is while providing mutual aid or engaging in other authorized actions outlined in this Agreement, including while in, or

traveling to or from another signatory Municipality.

- 5.4 A police officer of any signatory police department while acting in their official capacity, who has lawful custody of a person including but not limited to transportation to or from court, a detention facility, medical facility or hospital, or other facility, shall be empowered to exercise all police powers in maintaining custody of or retrieving said prisoner. Such general grant of police authority shall include preserving the peace or protecting the lives and safety of persons at or near said facilities or courts.
- 5.5 A police officer of any signatory police department while acting in their official capacity, shall be empowered to exercise all police powers in the protection of a funeral procession, motorcade, or other ceremonial procession while in, or travelling to or from any other signatory community.
- 5.6 A police officer of any signatory police department shall be empowered to exercise all police powers while acting in the capacity as a member of regional law enforcement council, cooperative criminal investigation, task force operation, or police action in any other signatory community.
- 5.7 A police officer of any signatory police department, after being requested by the requesting municipality having jurisdiction, shall be empowered to exercise all police powers in the performance of duties while working so-called "private special details" or other similar assignments.
- 5.8 Nothing in this section authorizes a police officer or department to patrol or otherwise provide police service in another jurisdiction against established practices or policies of the Chief of Police of that municipality.
- 5.9 This Agreement is not intended to substitute for or preclude any other agreements that may now or hereafter be in effect among any of the parties to this Agreement. Nor does it supersede any other means, such as M.G.L. c. 41, § 99, by which police officers may be requested or supplied.
- 5.10 It is understood and agreed that any assistance furnished under this Agreement may be recalled at the discretion of the responding municipality.

Section 6. Procedures

- 6.1 A police officer of any signatory police department who stops an offender for any violation that originally occurred within that

officer's jurisdiction, but is not stopped until the violator is in another signatory jurisdiction, shall be empowered to exercise all police powers in the neighboring jurisdiction to further the prosecution of the original motor vehicle offense or any other criminal or civil violation (e.g. M.G.L. c. 90, § 24 Operating Under the Influence of Intoxicating Liquor, etc.), including but not limited to seizing evidence or arresting an individual for offenses discovered after the stop was made.

- 6.2 A police officer of any signatory police department who stops an offender, seizes, or arrests an individual for an offense that originally occurred outside their territorial jurisdiction, shall as soon as practicable notify the department having jurisdiction over the place where the stop, seizure or arrest was made. The decision of whether to issue a citation, or further criminal charges against the person stopped, or maintain custody of an individual seized or arrested pursuant to this section, shall be the sole discretion of the department having jurisdiction over the place where the violation occurred. If an arrest takes place, the subject of the arrest will then be transported by a host agency police officer and booked in the host agency lock-up facility. The original arresting officer will also report to the host police station to complete all necessary reports or required court paperwork. Should the Chief of Police or officer-in-charge of the police department with jurisdiction where the offense occurred, deem such stop, seizure, or arrest to be unreasonable, unlawful or without probable cause, nothing in this Agreement shall require them to cite, further detain, or further pursue criminal charges.
- 6.3 In cases where a violation spans more than one jurisdiction, or where offenses are committed in more than one jurisdiction, any department having jurisdiction over a violation may prosecute that violation.
- 6.4 A police officer of any signatory police department who stops, seizes, or arrests an individual outside their territorial jurisdiction pursuant to this Agreement, shall provide to the police department having jurisdiction where the offense occurred, full and complete information about their observations and actions, including but not limited to a written report of all observations or actions taken. Every signatory police department shall ensure that all police officers are available for all necessary court appearances, hearings or other official proceedings as requested by the host agency.
- 6.5 Unless a police officer has received the authorization of their department's commanding officer or the commanding officer of the agency from the community in which they are contemplating taking a police action, off-duty police officers shall not activate themselves

to an on-duty status. For the purposes of this Agreement, Chiefs of Police shall be the only officers considered to be on-duty at all times.

Section 7. Command and Control

- 7.1 Any signatory police department may request assistance from any other signatory police department for any valid law enforcement purpose including but not limited to technical, investigative, or tactical assistance, traffic control, assistance in times of disaster, disturbances or other significant events, and the filling of assignments including so-called "private" or "special details".
- 7.2 The provisions of this Agreement shall not be construed as imposing an obligation on any department to respond to a request for mutual aid. The extent of assistance to be furnished under this Agreement shall be determined solely by the department furnishing the assistance and it is understood and agreed that the assistance furnished under this Agreement may be recalled at the sole discretion of the responding municipality.
- 7.3 Except as otherwise provided above, specific requests for mutual aid shall be made by and to the commanding officers of their respective agencies and shall, if practicable, set forth all pertinent information, including:
- a) The nature of the event giving rise to the mutual aid request, its location, estimated duration, and any unusual or high-risk characteristics,
 - b) The number of police officers requested, as well as specialty requirements,
 - c) The type of equipment and logistical support needed,
 - d) The location to which the responding officers should report, and
 - e) The name of the supervising police officer to whom the responding officer(s) should report.
- 7.4 The department requesting assistance or host community where services are needed, for command-and-control purposes, shall be referred to herein as the "lead agency".
- 7.5 Police officers participating in any multi-agency investigation, enforcement action, or law enforcement council operation, shall act under the direction and control of the lead agency/host community Chief of Police or commanding officer, unless otherwise agreed to.
- 7.6 Upon entering the jurisdiction of a requesting municipality, police officers of a responding municipality shall contact or report

immediately to the commanding officer or designated superior officer of the requesting municipality and shall be under the direction and control of said officer.

- 7.7 The commanding officer of the responding municipality may recall the police officers and equipment of the responding municipality at such commanding officer's sole discretion.
- 7.8 Nothing in this Agreement shall prohibit or restrict the authority of superior officers from a responding municipality to command subordinate officers of the responding municipality while they are in the jurisdiction of the requesting municipality, provided that this does not conflict with orders issued by or on behalf of the commanding officer of the requesting municipality.

Section 8. Liabilities & Immunities

- 8.1 Police officers taking action in another municipality pursuant to this Agreement shall not be considered to be employees of that municipality; rather, they shall at all times and for all purposes be considered to be on-duty for the municipality in which they are appointed and by which they are regularly employed.
- 8.2 Each signatory community shall be liable for the salaries, overtime and benefits of its police personnel and equipment costs, including but not limited to, damage or loss of equipment, use of fuel or other supplies, while providing assistance to another signatory community, provided, however that the requesting municipality shall reimburse the responding municipality for any payments to the extent that there is either insurance coverage available to do so or any Federal, State, or local emergency funds available to do so. If multiple responding municipalities respond to the request, the available reimbursement shall be prorated equitably.
- 8.3 All compensation and other benefits enjoyed by police officers in their own jurisdiction, shall extend to them while providing assistance to another signatory community.
- 8.4 All immunities from liability or statutory protections enjoyed by each police officer of any signatory police department within its own jurisdiction, shall extend to participation in rendering assistance outside its boundaries to the extent allowed by law.
- 8.5 The requesting municipality agrees to indemnify, defend, and hold harmless the responding municipality from and against all liability, claims, and damages for any civil rights violations, personal injuries, including death, and property damage caused or arising out of any intentional or negligent misconduct by

officers or employees of the requesting municipality, or by officers of the responding municipality, while acting in good faith compliance with the orders or directives of a superior officer of the requesting municipality.

Section 9. Rules & Regulations

All police officers of any signatory police department acting pursuant to this Agreement, or who are performing law enforcement duties outside their territorial jurisdiction, shall adhere to the rules, regulations, policies, and procedures of their own department. Should a situation arise whereby an officer is asked by a commanding officer of another department or lead agency to perform a task or duty which is in violation of the rules, regulations, policies, and procedures of the officer's own department, they shall immediately notify said commanding officer that they cannot perform the task requested or instruction given.

Section 10. Severability

This Agreement shall be governed by and interpreted in accordance with Massachusetts law. If any provision of this Agreement is determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

Executed as a sealed instrument by the parties' duly authorized representatives.

Version 2.0
Revised 2/1/24

City / Town of _____, Date _____

Signature of Chief Executive or Elected Official(s) Printed Name and Title

Signature Printed Name and Title

Signature Printed Name and Title

Signature Printed Name and Title

Signature Printed Name and Title

Signature Printed Name and Title



C-7
2-26-24

MILFORD POLICE DEPARTMENT

Robert L Tusino
Chief of Police

250 Main Street * Milford, MA 01757 * Tel. (508) 473-1113 * Fax (508) 634-2346

Milford Select Board
Mr. R Villani, Esq
Re: MPD Staffing
Date: 02/02/24

Mr. R Villani, Esq.

I respectfully request to be heard before the Milford Select Board for their consideration of adding personnel to the Milford Police Departments Officer Staffing levels. Currently the Milford Police Department has a total of **51 Sworn Officers**. Within this group there are many aspects of Community Based Policing that focus on outreach and support.

Beyond the calls for service the Milford Police Department prides itself on being committed to the community in all disciplines of public service. Family Services Unit, School Resource, Investigations, Court Prosecution, Special Operations, K9 Division and certainly the backbone of the organization, Patrol Division. The 50,000 plus calls in 2023 do not reflect the countless hours required for sensitive cases, follow up reviews and court assignments. The workload placed on officers can be daunting when you factor in other unforeseen variables such as mandated training, language barriers, cultural accommodations, and concerns of the public we serve.

I believe that we can improve our ability to accomplish the mission of public service. It's incumbent upon us to address some serious concerns that need attention but have fallen short due to staffing issues within the department. With the approval of adding (4) additional officers we can increase our presence within the school system, create a Traffic Division and improve Patrol Services. The rough associated cost for this request is \$400,000.00 annually.

I appreciate your serious consideration and look forward to speaking with the Milford Select board.

My best, 
Chief R Tusino

F-1
2-26-24

CONTRACT AWARD

TOWN OF MILFORD

REQUEST FOR QUOTES

DESCRIPTION – FIREWORKS

AWARDING AUTHORITY – MILFORD SELECT BOARD

DATE – February 26, 2024

BIDDER NAME/ADDRESS	QUOTE AMOUNT
1. OCEAN STATE PYROTECHNICS 26A Woody Hill Road, Hope Valley, RI 02832	\$20,000.00
2. AMERICAN THUNDER FIREWORKS, INC. 196 Park Street, N. Reading, MA 01864	Did not Bid
3. ATYLS PYROVISION ENTERTAINMENT 136 Old Sharon Road, Jaffrey, NH 03452	Did not Bid

PLEASE NOTE THE DATE FOR THE FIREWORKS SHOW IS FRIDAY, JULY 5, 2024.

Contract Award - After reviewing the proposal the decision was made to award the Contract to OCEAN STATE PYROTECHNICS, as the most responsible vendor, based upon their quote.

F-2
2-26-24



Proposed Draft - Job Description

Position: Community & Economic Development Planner
Primary Location: Town Hall
Employment Status: Full-time, Salaried, Exempt
Reports To: Town Planner
Description Updated On: November 20, 2023

Summary /Objective

The Community & Economic Development Planner performs a range of professional and administrative duties in support of the Town Planner in implementing the Town's Comprehensive Plan; provides primary staff support to the Economic Development Commission. Participates in the department's day-to-day operations assisting the Town Planner, Town Engineer, Planning Board and Economic Development Commission. The employee is required to perform all similar or related duties.

Essential Functions

- Serves as an appointed member of, and primary staff to the Economic Development Commission.
- Prepares meeting agendas, support materials, public hearing notices, correspondence and minutes, as well as attends all meetings of the Economic Development Commission; posts meeting agendas with the Town Clerk and the Town's website in accordance with the state Open Meeting Law.
- Supports planning efforts related to community and economic development consistent with the Comprehensive Plan. May be required to attend Planning Board meetings as needed.
- Assists in developing and implementing the Town's community and economic development initiatives in consultation with other boards and committees to increase the Town's commercial and industrial tax base and local employment opportunities.
- Applies for and manages grants; oversees grant-funded projects to ensure compliance with grant requirements.
- Identifies tools and resources needed by the Town for effective community and economic development.
- Identifies sites available for development or potential redevelopment and provides clear analysis of their limitations and recommendations to increase their viability, including downtown revitalization.
- Identifies regulatory or procedural impediments to successful community and economic development; suggests alternatives for improvement.
- Works closely with businesses, developers, municipal departments, elected officials, and the community to facilitate the pre-development process for new commercial and industrial growth.
- Serves as liaison to consultants, engineers, attorneys, and the public for inquiries concerning filings and/or business with the Economic Development Commission and Planning Board.
- Manages business retention/expansion efforts in Milford's various commercial and industrial districts.
- Maintains department records in electronic format; monitors GIS and Auto CAD information; updates

spreadsheets and project cost-related information.

- Performs similar or related work, as required or as the situation dictates.

Required Qualifications, Education, and Experience

Bachelor's Degree in Planning or Economic Development with a minimum of five (5) years planning and economic development experience or an equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job. Must possess a valid Massachusetts Class D Driver's License.

Preferred Qualifications, Education, and Experience

Master's degree in Urban Planning and American Institute of Certified Planners (AICP) or certified economic developer (CED) credential.

Knowledge, Skills, & Abilities

- Knowledge of state and local laws and/or regulations pertaining to the Planning Board and the Economic Development Commission.
- Working knowledge of techniques and practices associated with comprehensive planning with the ability to plan and prioritize work and to perform multiple tasks in a timely, organized, and accurate manner. Knowledge of federal and state grant programs.
- Strong administrative, budgetary, and computer skills; effective written, verbal and communication skills and excellent negotiation skills.
- Ability to develop programs and manage projects efficiently, and to read and interpret plans; ability to establish effective working relationships with other Town staff, outside officials, contractors, developers, attorneys and the public.
- Ability to maintain a high degree of confidentiality.
- Proficient customer service, written, and oral communication skills, and good judgment; ability to deal effectively with disgruntled members of the public.
- Must be proficient in data processing and specialty software such as Excel, PowerPoint, and Adobe Acrobat; Auto CAD and GIS a plus.

Physical and Mental Job Requirements

- Works in an office setting which primarily 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. Outdoor site inspections may be required on occasion.
- Mental requirements:
 - o Understand and apply routine verbal and/or written instructions
 - o Understand and apply non-routine verbal and/or written instructions
 - o 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 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
 - 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
 - o Memorization/concentration
 - o Learning/knowledge retention
 - o Preparing/analyzing numerical figures
 - o Analyzing/examining/testing data

- o Emotional/behavioral self- regulation
- o Ability to interact with others

Work Environment

- The functions of this role are conducted primarily in an office environment and outside site inspections on occasion.

Hours of Work

- This role is paid on a salaried basis.
- Typically, full-time 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. The employee may be required to work beyond normal business hours in order to attend evening meetings of the Economic Development Commission, Planning Board, or other Committees, Boards or Commissions.

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 the Town of Milford to take affirmative action to employ and to advance in employment, all persons regardless of their status as women, minorities 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 employee's understanding of the requirements, essential functions, and duties of the position.

Employee _____ Date _____

Hiring Manager _____ Date _____

F-3
2-26-24

ARTICLE 3
FULL TIME - 3%
PART TIME - 3%

FY25

Assessor (Chairman)	\$9,140
Assessor (Members)	\$8,192
Board of Health (Chairman)	\$2,983
Board of Health (Members)	\$2,606
Highway Surveyor*	\$118,740
Moderator	\$2,866
Park Commissioner (Chairman)	\$2,983
Park Commissioner (Members)	\$2,606
Planning Board (Chairman)	\$2,983
Planning Board (Members)	\$2,606
Selectmen (Chairman)	\$10,416
Selectmen (Members)	\$9,255
Sewer Commissioner (Chairman)	\$2,983
Sewer Commissioner (Members)	\$2,606
Town Clerk*	\$101,147
Tree Warden	\$7,890
Water Commissioners	\$5,729

H-1
2-26-24

Daily Bread Food Pantry
PO Box 122
Milford, MA 01757



February 24, 2024

Chief Robert Tusino,
Milford Police Department

Dear Chief Tusino,

On behalf of the Daily Bread Food Pantry, I wanted to personally thank you and all who organized and facilitated the Police Food Drive held at Shaw's and Stop & Shop Super Market's on February 17, 2024. Because of your efforts we collected more than \$1000 in cash contributions and over 50 banana boxes' full of food. We appreciate the very generous donation of these Officer's/Constable's time and effort that went into managing this effort – fantastic job!

The Daily Bread Food Pantry receives food donations from food drives and from individuals and we also get food from the Worcester County Food Bank as part of our participation the Feeding America program, but even with all that, we still rely on donations from organizations like the grocery stores in Milford to have enough food for our local families in need. The Daily Bread Food Pantry is a 501(c)3 charitable organization, we serve more than 300 families in the towns of Milford, Hopedale, and Upton and much of the food you donated has already been distributed to many of those needy families.

I especially would like to thank the following individuals who represented Milford proud on this day. It was obvious these individuals have a close connection with the community as evidenced in the serosity of the food and cash donations:

Sargent Joseph Francesconi for organizing the event.
Officer Bayley Laughlin
Officer Anthony Bavosi
Traffic Constable Larry Lowther
Officer Justin Kuras
Officer Patrick Daiiley
Traffic Constable Amanda Gresian

Kathy Calvin once said "giving is not just about making a donation, but about making a difference" – thank you for all your efforts to make a difference for the needy in our community once again this year!

Respectfully,

Joe Altman
Monday Supervisor, Daily Bread Food Pantry
cell: 508-380-0163