

# **SPECIAL TOWN MEETING**

January 13, 2020  
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 in the Upper Hall of the Milford Town Hall, 52 Main Street, on the 13<sup>th</sup> day of January, 2020 A.D. at 7:00 P.M. and then and there to act upon the following articles:

**ARTICLE 1:** To see if the Town will vote, pursuant to Massachusetts General Law Chapter 40, Section 59, and Chapter 23A, Sections 3A through 3F, and the applicable regulations thereunder, to:

- (a) approve a Tax Increment Financing Agreement between the Town and Rentschler Biopharma Inc. for properties shown on Assessors Map 45, Lots 15 and 16 located at 27 Maple Street (the "TIF Agreement"), which TIF Agreement provides for real estate tax exemptions at the exemption rate schedules set forth therein; and
- (b) authorize the Board of Selectmen to execute the TIF Agreement, and any documents related thereto, and to approve submission to the Economic Assistance Coordinating Council (EACC) of the TIF Agreement, and any documents related thereto, all relating to the project as described in the TIF Agreement, and any necessary documents relating thereto, and related submissions and to take such other actions as necessary or appropriate to implement those documents, and carry out the purposes of this article; and
- (c) take any other action relative thereto.

(Board of Selectmen)

**ARTICLE 2:** To see if the Town will vote, pursuant to Massachusetts General Law Chapter 40, Section 59, and Chapter 23A, Sections 3A through 3F, and the applicable regulations thereunder, to:

- (a) approve a Tax Increment Financing Agreement between the Town, Interactions LLC and Rhino Capital Advisors LLC and/or its affiliate for property shown on Assessors Map 55, Lot 7 and located at 31 Maple Street (the “TIF Agreement”), which TIF Agreement provides for real estate tax exemptions and personal property tax exemptions at the exemption rate schedules set forth therein; and
- (b) authorize the Board of Selectmen to execute the TIF Agreement, and any documents related thereto, and to approve submission to the Economic Assistance Coordinating Council (EACC) of the TIF Agreement, and any documents related thereto, all relating to the project as described in the TIF Agreement, and any necessary documents relating thereto, and related submissions and to take such other actions as necessary or appropriate to implement those documents, and carry out the purposes of this article; and
- (c) take any other action relative thereto.

(Board of Selectmen)

**ARTICLE 3:** To see if the Town will vote to amend Section 5.8 A, 5.8B and 5.8C of the Personnel By-laws as follows:

by deleting the current Sections 5.8(A), 5.8(B) and 5.8(C) and inserting in their place and stead the following new Sections 5.8(A), 5.8(B) and 5.8(C):

**“VACATION LEAVE**

5.8(A) To be eligible for vacation leave, an employee shall have been employed on a permanent, full-time basis, for a period of not less than three (3) continuous months.

The vacation year shall be the period January 1 – December 31. An employee who has resigned, retired, or otherwise separated from service within a given vacation year shall be paid for any unused vacation leave accrued at the time of separation.

**YEAR 1:** As reflected in the chart below, all new hires will receive ten (10) days’, pro-rated vacation leave at the time of hire. The actual number of vacation days allocated will be based upon the date of hire up to a maximum of ten (10) days during the initial vacation year. Employees in their first year of employment may begin using vacation

days no sooner than three (3) months of their hire date, and only when they have been continuously employed for said period. Newly hired employees may carry up to ten (10) vacation days into the following calendar year following their first date of employment. At least five (5) of these days must be taken no later than June 30<sup>th</sup> of the new calendar year.

**YEARS 2-4:** Beginning January 1<sup>st</sup> of the following calendar year, all employees shall

<u>YEAR ONE</u>			accrue ten (10) days' vacation. These days may be used after initial
First month of employment	Year one vacation day allocation	First month vacation days available for use	
January	10	April	
February	10	May	
March	10	June	
April	9	July	
May	8	August	
June	7	September	
July	6	October	
August	5	November	
September	4	December	
October	3	January	
November	2	February	
December	1	March	

completion of three (3) months continuous employment.

5.8(B) Vacation leave for subsequent years of continuous employment shall be accrued in accordance with the following schedule, as of January 1<sup>st</sup>:

Upon completion of Five (5) Years	15 days
Upon completion of Eleven (11) years	20 days
Upon completion of Seventeen (17) years	25 days

Vacation entitlement shall not be cumulative from year to year. Said leave shall be taken within the year it is accrued, unless otherwise authorized under Section 5.08c.

An employee shall be eligible for increased vacation leave, as determined above, upon the actual date of his/her 5<sup>th</sup>, 11<sup>th</sup>, and/or 17<sup>th</sup> anniversary of continuous employment, notwithstanding when said date falls within the January – December vacation leave.

Any revisions to the allotted vacation leave for individual employees, up to four (4) weeks of vacation, will be determined by the department head, HR Director, and the appointing authority (where applicable) on a case-by-case basis

5.8(C) Any employee may request, in writing, a carry-over of up to ten (10) unused vacation days into the following calendar year. However, five (5) of the carry over vacation days must be taken no later than June 30<sup>th</sup> of the new calendar year. Such request must be submitted in writing thirty (30) days prior to the end of the calendar year, and must be approved by the Department Head.

The revised vacation leave policy applies to those hired since January 1, 2019.”

(Personnel Board)

**ARTICLE 4:** To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to be utilized to pay the cost items in a Collective Bargaining Agreement between the Town of Milford and the Milford Firefighter Local 2140, or take any other action in relation thereto.

(Board of Selectmen)

**ARTICLE 5:** To authorize the Board of Selectmen to petition the Legislature for special legislation to provide for the grant of an additional license for the sale of all alcoholic beverages to be consumed on the premises, which legislation shall provide substantially as follows:

“Section 1. Notwithstanding Section 17 of Chapter 138 of the General Laws, the licensing authority of the Town of Milford may, upon receipt of a completed application, payment of any applicable fees, after a public hearing and all due process, and in its sole discretion grant one (1) additional license for the sale of all alcoholic beverages to be consumed on the premises, under Section 12 of said Chapter 138 to Rail Trail Flatbread Company and/or its designee, 221-223 Main Street, Milford, MA. The license shall be subject to said chapter 138, except Section 17.

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

or take any other action in relation thereto.

(Rail Trail Flatbread Company)

**ARTICLE 6:** To authorize, but not require, the Board of Selectmen to petition the Legislature for special legislation to provide for the grant of an additional license for the sale of all alcoholic beverages to be consumed on the premises, which legislation shall provide substantially as follows:

“Section 1. Notwithstanding Section 17 of Chapter 138 of the General Laws, the licensing authority of the Town of Milford may, upon receipt of a completed application, payment of any applicable fees, after a public hearing and all due process, and in its sole

discretion grant one (1) additional license for the sale of all alcoholic beverages to be consumed on the premises, under Section 12 of said Chapter 138 to Karmichael Holdings, LLC, 221 Main Street, Milford, MA. The license shall be subject to said chapter 138, except Section 17.

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

or take any other action in relation thereto.


(Karmichael Holdings, LLC)

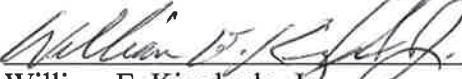
And you are hereby directed to serve this warrant by posting at least fourteen days before said meeting attested copies of this warrant in ten or more public places located in said Milford.

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 second day of December, 2019

MILFORD BOARD OF SELECTMEN

  
\_\_\_\_\_  
William D. Buckley, Chairman

  
\_\_\_\_\_  
William E. Kingkade, Jr.

  
\_\_\_\_\_  
Michael K. Walsh

A true copy attest:

  
\_\_\_\_\_  
Mark Calzolaio, Constable