



**Select Board**

**Meeting Packet**

**August 27, 2024**



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

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

**APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest**

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

00012-RS-720

ENTITY/ LICENSEE NAME

Welch Restaurant Management, LLC

ADDRESS

550 Adams Street

CITY/TOWN

Milton

STATE

MA

ZIP CODE

02186

For the following transactions (Check all that apply):

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

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

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



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**APPLICATION FOR AMENDMENT**  
**-Change of Officers, Stock or Ownership Interest**

☐ **Change of Officers/ Directors/LLC Managers**    ☐ **Change of Stock Interest**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

(e.g. New Stockholders or Transfer or Issuance of Stock)

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- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Business Structure Documents

☒ **Change of Ownership Interest**

(e.g. LLC Members, LLP Partners, Trustees etc.)

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☐ **Non-Profit Club Change of Officers/ Directors**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
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- Change of Officer/Directors Application
- Vote of the club signed by an approved officer
- Business Structure Documents - **Articles of Organization** from the Secretary of the Commonwealth

☐ **Management Agreement**

- Payment Receipt
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*\*If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Welch Restaurant Management, LLC	Milton	00012-RS-720

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Welch Restaurant Management, LLC operates Abby Park Restaurant. It is wholly owned by 556 Adams Street LLC. One current member of 556 Adams Street LLC, Anthony DeRienzo, wishes to sell his 5% interest to another current member, Shawn Driscoll. This will increase Shawn Driscoll's ownership to 16.67%

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
John F.D. Jacobi, III	Attorney	[REDACTED]	508-222-0002



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PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

00016-RS-0720

ENTITY/ LICENSEE NAME 556 Adams Street LLC

ADDRESS 556 Adams Street

CITY/TOWN Milton

STATE MA

ZIP CODE 02186

For the following transactions (Check all that apply):

- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location  | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
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Name	Title	Email	Phone
John F.D. Jacobi, III	Attorney	[REDACTED]	508-222-0002

## VOTE OF THE SELECT BOARD

I, the Clerk of the Select Board of the Town of Milton, Massachusetts (the “Town”), certify that at a meeting of the board held August 27, 2024, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the sale of the \$20,930,000 General Obligation Fire Station Bonds, Series A of the Town dated August 29, 2024 (the “Series A Bonds”), to Huntington Securities, Inc. at the price of \$21,922,609.45 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on August 15 of the years and in the principal amounts and bear interest at the respective rates, as follows:

### Series A Bonds

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2025	\$ 50,000	5.00%	2039	\$ 760,000	4.00%
2026	275,000	5.00	2040	780,000	4.00%
2027	285,000	5.00	2041	810,000	4.00
2028	455,000	5.00	2042	850,000	4.00
2029	480,000	5.00	2043	875,000	4.00
2030	505,000	5.00	2044	900,000	4.00
2031	550,000	5.00	2045	935,000	4.00
2032	565,000	5.00	2046	965,000	4.00
2033	685,000	4.00	2047	1,020,000	4.00
2034	610,000	4.00	2048	1,045,000	4.00
2035	730,000	4.00	2050	2,075,000	4.00
2036	765,000	4.00	2051	975,000	4.00
2037	790,000	4.00	2054	1,370,000	4.00
2038	825,000	4.00			

Further Voted: that The Series A Bonds maturing on August 15, 2050 and August 15, 2054 (each a “Term Bond”) shall be subject to mandatory redemption or mature as follows:

Term Bond due August 15, 2050

<u>Year</u>	<u>Amount</u>
2049	\$1,090,000
2050*	985,000

---

\*Final Maturity

Term Bond due August 15, 2054

<u>Year</u>	<u>Amount</u>
2052	\$910,000
2053	360,000
2054*	100,000

\*Final Maturity

Further Voted: that the sale of the \$2,735,000 General Obligation Municipal Purpose Loan of 2024 Bonds, Series B of the Town dated August 29, 2024 (the “Series B Bonds” and together with the Series A Bonds, the “Bonds”), to Raymond James & Associates, Inc. at the price of \$2,961,984.43 and accrued interest is hereby approved and confirmed. The Bonds shall be payable on February 15 of the years and in the principal amounts and bear interest at the respective rates, as follows:

**Series B Bonds**

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2025	\$340,000	5.00%	2033	\$185,000	4.00%
2026	235,000	5.00	2034	170,000	4.00
2027	190,000	5.00	2035	165,000	4.00
2028	185,000	5.00	2036	145,000	4.00
2029	185,000	5.00	2037	140,000	4.00
2030	190,000	5.00	2038	125,000	4.00
2031	185,000	5.00	2039	110,000	4.00
2032	185,000	5.00			

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated August 12, 2024, and a final Official Statement dated August 19, 2024 (the “Official Statement”), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Further Voted: that the Town Treasurer and the Select Board be, and hereby are, authorized to execute and deliver continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are

currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and to comply with relevant securities laws.

Further Voted: that any certificates or documents relating to the Bonds (collectively, the "Documents"), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a ".pdf" file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Further Voted: that each member of the Select Board, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays,



prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds were taken in executive session, all in accordance with G.L. c.30A, §§18-25.

Dated: August 27, 2024

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Clerk of the Select Board

138455915v.1

*[Signature page to Vote]*



*via e-mail*

May 28, 2024

Mr. Brian Walsh  
Milton Fire Station Building Committee Chair  
Milton Town Office Building  
525 Canton Avenue  
Milton, MA 02186

Re: Milton Fire Stations Project  
**Proposal – Bidding and Construction Administration/Closeout East Station**

Dear Mr. Walsh:

We are pleased to present our fee proposal for Bidding, Construction Administration and Closeout Services for East Milton Fire Station project

These services include full-time on-site representation and project management services in accordance with the contract and as detailed on the attached **Exhibit 1**. The fee for these services is **\$848,951**

We propose that these services be added to our contract by Amendment. If approved, then our contract value would be adjusted as follows:

Contract:	Value:
<b>Proposed Amendment #06:</b> Bidding, CA and Closeout services (East)	<b>\$848,951</b>

Should you have any questions or require additional information, please do not hesitate to contact us. We have included our contact information below. We look forward to our continued work with your team and the Town on these very exciting and important projects for the Town of Milton.

Very truly yours,  
**The Vertex Companies, Inc.**

Jon Lemieux, PE  
Executive Vice President  
E: [jlemieux@vertexeng.com](mailto:jlemieux@vertexeng.com) / T: 781.710.4385

## OPM Fee Calculation

**Town of Milton**  
**East Station Project**  
**Bidding - Construction - Closeout**

Working Draft

4/11/2024

Hourly Rates					
	2024	2025	2026		
Principal in Charge	\$ 232	\$ 244	\$ 256		
VP Construction	\$ 226	\$ 237	\$ 249		
Project Director	\$ 215	\$ 226	\$ 237		
Sr. Project Manager	\$ 182	\$ 191	\$ 201		
Project Manager	\$ 176	\$ 185	\$ 194		
Const Site Manager	\$ 149	\$ 156	\$ 164		
Project Accountant	\$ 121	\$ 127	\$ 133		
Project Admin	\$ 99	\$ 104	\$ 109		

Hours by Staff					
Principal in Charge	30	52	13		
VP Construction	0	0	0		
Project Director	60	103	26		
Sr. Project Manager	120	206	52		
Project Manager	378	826	52		
Const Site Manager	688	2064	0		
Project Accountant	120	206	52		
Project Admin	30	52	13		

<b>TOTAL HOURS BY YEAR</b>	<b>1428</b>	<b>3509</b>	<b>206</b>
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Proposed Fee					
Principal in Charge	\$ 6,983	\$ 12,570	\$ 3,300		
VP Construction	\$ -	\$ -	\$ -		
Project Director	\$ 12,943	\$ 23,297	\$ 6,116		
Sr. Project Manager	\$ 21,913	\$ 39,443	\$ 10,354		
Project Manager	\$ 66,598	\$ 152,571	\$ 10,012		
Const Site Manager	\$ 102,512	\$ 322,913	\$ -		
Project Accountant	\$ 14,568	\$ 26,223	\$ 6,884		
Project Admin	\$ 2,980	\$ 5,364	\$ 1,408		
<i>Fee by Year</i>	<i>\$ 228,498</i>	<i>\$ 582,381</i>	<i>\$ 38,073</i>		
<i>Fee by Month</i>	<i>\$ 32,643</i>	<i>\$ 48,532</i>	<i>\$ 12,691</i>		

<b>Bidding and Construction</b>			\$ 810,879
<b>Closeout</b>			\$ 38,073

<b>Grand Total Amendment</b>			\$ 848,951
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**Town of Milton  
East Station Project  
Bidding - Construction - Closeout**



**Working Draft - East Station**  
4/15/2024

Working Draft - East Station 4/15/2024		2024										2025												2026			
		M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A
Bidding																											
	Construction - Base																										
	Fit-out/Move																										
	Closeout																										

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**FISCAL YEAR 2025  
WATER AND SEWER  
RATES ANALYSIS &  
RECOMMENDATION  
REPORT**

Milton, MA

Prepared by:  
Chase Berkely, P.E., DPW &  
Woodard & Curran, Inc.

August 2024

[woodardcurran.com](http://woodardcurran.com)

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## TABLE OF CONTENTS

SECTION	PAGE NO.
<b>1. INTRODUCTION.....</b>	<b>1-1</b>
1.1 Four Tier Structure.....	1-1
1.2 Revenues and Expenses.....	1-1
<b>2. RATE DEVELOPMENT AND ANALYSIS.....</b>	<b>2-1</b>
2.1 Rate Calculation.....	2-1
2.2 Rate Impact Analysis.....	2-5
2.3 Rate Discussion.....	2-5
<b>3. RECOMMENDATION .....</b>	<b>3-1</b>

## 1. INTRODUCTION

For Fiscal Year 2025 (FY25), the Town of Milton, Massachusetts (Town) intends to remain consistent with recent water and sewer rate-setting methodology, which allows for a multi-tier system that encourages water conservation and shifts the cost of water and sewer to those users with larger demand on the systems.

### 1.1 Four Tier Structure

More than a decade ago, the Town transitioned from two tiers to four tiers in an effort to promote water conservation and help reduce future Massachusetts Water Resources Authority (MWRA) annual assessment costs. The structure was based upon a detailed breakdown and classification of varying user consumption brackets. The four-tier consumption brackets separate the billed usage into four rate blocks, which increase the billing rates for usage within the higher tiers. The consumption tiers are presented in Section 2.3.

The usage tiers have not changed since established, and the recommended rates for FY25 are similar to those in use for a decade and are intended to continue promoting water conservation throughout the Town by ensuring low volume users pay considerably lower rates per unit than the high-volume consumers. The middle tiers (as opposed to just a high and a low tier) give higher volume users a more obtainable goal for cutting usage and requires them to bear the cost of the higher demand on the system.

Many factors determine how much water any particular residential consumer uses, but large impacts include the amount of irrigation, swimming pool filling, and the use of water saving devices and techniques. Typically, the biggest determining factor in water consumption is the size of the family. A family of four will generally use more water than a family of two. Therefore, looking at the rates in terms of the cost per person can be helpful in determining whether an increase is fair and equitable. The recommendations made in this report will consider the impact on the range of Milton residents and the equity of any proposed increase.

In 2016, the Milton Board of Selectmen addressed a billing inequity question which was raised by owners of multi-unit residential buildings. Historically, these types of facilities are served by a single water meter, which would nearly always result in a Tier 4 billing rate. The Selectmen were asked to consider adjusting the total water consumption in larger multi-family facilities by dividing it by the total number of units served by the single meter. That result could then effectively lower the rate at which water is billed to a lower "effective tier". Upon approval by the Board of Selectmen, in FY16, the Department of Public Works implemented a new billing calculation for multi-unit residential buildings containing more than four dwelling units. That billing calculation, in fact, uses the number of units to establish proportionally sized volumetric tiers, and then these tiers are used in the calculation of these customers' bills.

### 1.2 Revenues and Expenses

In determining water and sewer rates the primary goal is to match revenue to expenses. Town Meeting Warrant Articles 16 and 17 represent a projection of the Town's direct, indirect and capital expenses, as well as a projection of revenues for FY25. These tables are based on similar tables presented in previous Town Meeting Warrants, updated to include FY25 Budget approvals and the FY25 MWRA Assessment.

Article 16 for the Water Enterprise is presented below in summary form:

<b>FY 2025 WATER</b>	
<b>Costs</b>	<b>Figures for use in Final Rate Setting</b>
Direct Costs	\$5,502,676
Indirect Costs	\$703,500
Capital & Debt Service	\$1,304,912
<b>Total Utility Cost</b>	<b>\$7,511,088</b>
<b>Revenues</b>	
Rate Revenue Needed	\$7,311,088
Fund Balance Transfer	\$0
Non-Rate Revenue	\$200,000
<b>Total FY25 Projected Rate Revenue</b>	<b>\$7,511,088</b>

Article 17 for the Sewer Enterprise is presented below in summary form:

<b>FY 2025 SEWER</b>	
<b>Costs</b>	<b>Figures for use in Final Rate Setting</b>
Direct Costs	\$7,869,907
Indirect Costs	\$703,500
Capital & Debt Service	\$919,437
<b>Total Utility Cost</b>	<b>\$9,492,844</b>
<b>Revenues</b>	
Rate Revenue Needed	\$8,777,844
Fund Balance Transfer	\$0
Non-Rate Revenue	\$715,000
<b>Total FY25 Projected Rate Revenue</b>	<b>\$9,492,844</b>



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## **2. RATE DEVELOPMENT AND ANALYSIS**

Presented on the following page are the four-tier rate structure calculations for both water and sewer for FY25 as well as a series of charts showing the water and sewer consumption trends from FY22– FY24. Following the rate calculation sheets are a series of charts which illustrate water consumption and sewer usage trends within the Town, based upon actual FY22 – FY24 metering data, including an analysis of impacts to typical users.

### **2.1 Rate Calculation**

Given the variable nature of water consumption, the success of a rate structure in generating revenues to match the actual cost of providing water and sewer utilities may require mid-year adjustments. Forecasts, actual consumption, and receipts should be reviewed after six months (or two cycles of quarterly billing) to assess the position of the rate structure strategy at that point. As had occurred in the past, actual metered water use may be impacted and strongly affected by seasonal fluctuations as well as by weather related variation, which is especially true for irrigation accounts.

### TOWN OF MILTON - BREAK EVEN RATE DETERMINATION

	Water	Sewer
Revenue Requirement	\$7,511,088	\$9,492,844
Total Revenue to be raised	\$7,511,088	\$9,492,844
Non rate revenues	\$200,000	\$715,000
Use of Fund Balance	\$0	\$0
Revenues to raise from rates	\$7,311,088	\$8,777,844

### CALCULATION OF EFFECTIVE CONSUMPTION UNITS

Annualized Consumption Values

	All Users			
	W	%	S	%
<b>Tier 1</b>	23,084,942	27.1%	19,522,356	31.0%
<b>Tier 2</b>	40,236,502	47.2%	32,194,177	51.2%
<b>Tier 3</b>	7,682,568	9.0%	3,530,536	5.6%
<b>Tier 4</b>	14,246,228	16.7%	7,632,060	12.1%
<b>SUM</b>	85,250,240	100%	62,879,129	100%

Effective Consumption - Current Comparative Rate Structure

	All Users			
	W	%	S	%
<b>Tier 1</b>	23,084,942	22.6%	19,522,356	18.7%
<b>Tier 2</b>	48,581,851	47.6%	60,661,443	58.1%
<b>Tier 3</b>	10,232,042	10.0%	7,317,601	7.0%
<b>Tier 4</b>	20,155,774	19.7%	16,918,359	16.2%
<b>SUM</b>	102,054,609	100%	104,419,759	100%

**Adj. Cons.** 105,116,248 100,242,968

### COMPARATIVE RATE CALCULATIONS

Current Rates - Comparative Assessment

	\$		Comparative	
	Water	Sewer	W	S
Tier 1	6.75	8.12	1.00	1.00
Tier 2	8.15	15.3	1.21	1.88
Tier 3	8.99	16.83	1.33	2.07
Tier 4	9.55	18.00	1.41	2.22

### Assumptions

-3.0% % Water Sales Reduction

4.0% % Sewer Sales Reduction

### BREAK-EVEN RATE CALCULATION

	Water	Sewer	
<b>Billed Adjusted Volume</b>	105,116,248	100,242,968	Current
<b>Calculated Base Rate</b>	6.96	8.76	

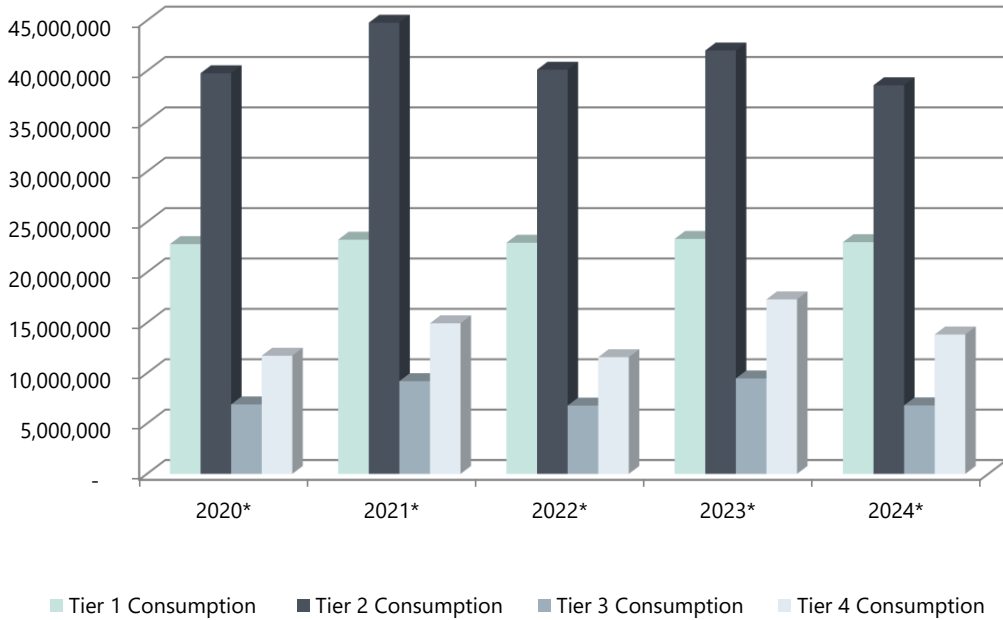
### Break-even Rates

	Current Comp. %			
	W	% Change	S	% Change
<b>Tier 1</b>	6.96	3.0%	8.76	7.8%
<b>Tier 2</b>	8.40	3.0%	16.50	7.8%
<b>Tier 3</b>	9.26	3.0%	18.15	7.8%
<b>Tier 4</b>	9.84	3.0%	19.41	7.8%

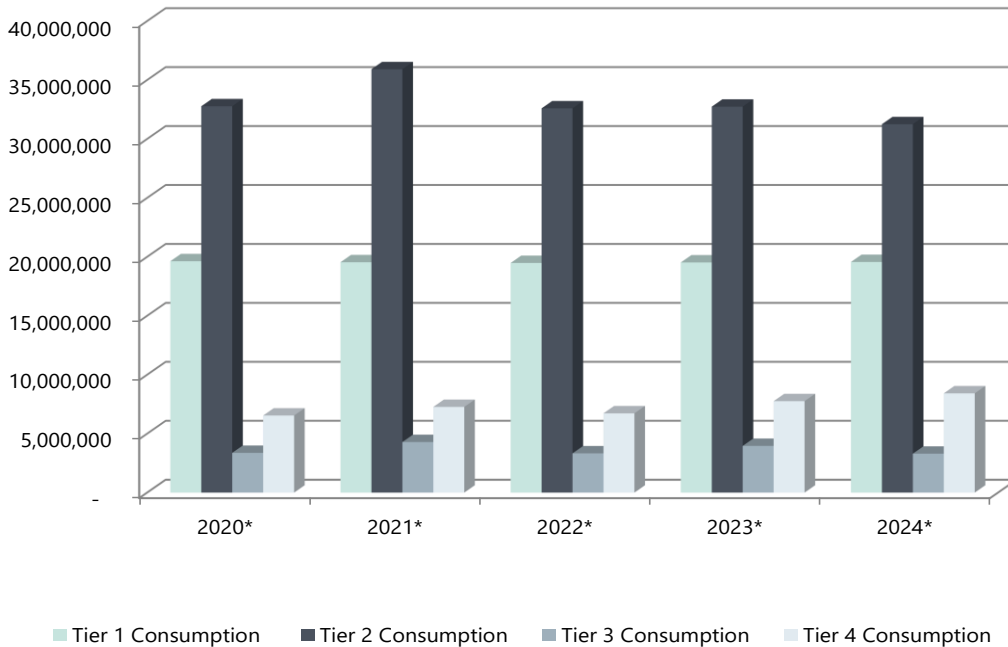
### Effective Bills - quarterly

	Was	Will Be	% Change
<b>Tier 1</b>	\$148.70	\$157.12	5.7%
<b>Tier 2</b>	\$383.20	\$406.09	6.0%
<b>Tier 3</b>	\$1,157.80	\$1,228.47	6.1%
<b>Tier 4</b>	\$1,984.30	\$2,106.02	6.1%

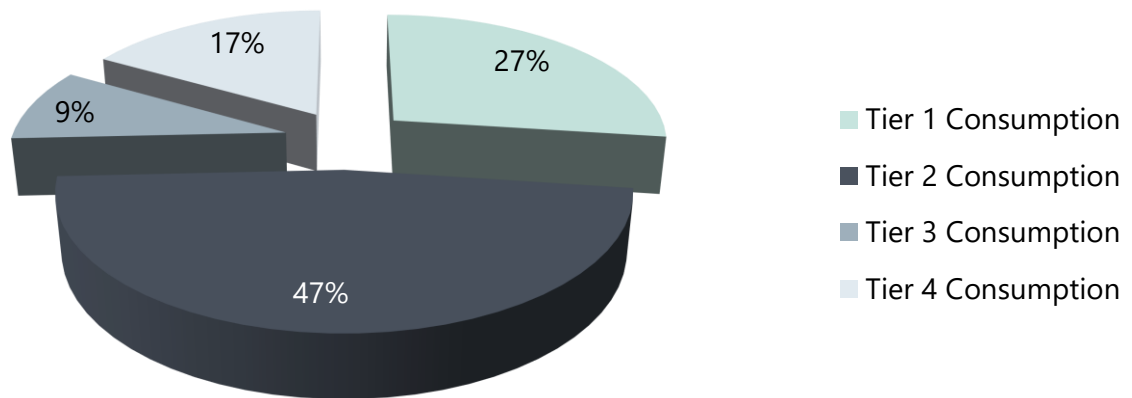
## Water Consumption Trends



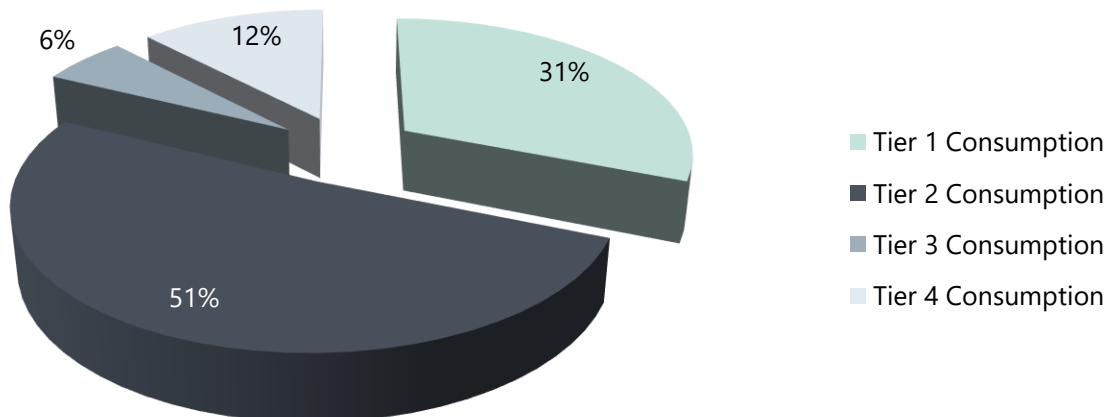
## Sewer Consumption Trends



## Average Tiered Water Consumption



## Average Tiered Sewer Consumption



## 2.2 Rate Impact Analysis

To assess the true dollar impact associated with the proposed changes to the water and sewer rate tables, an impact analysis was completed based upon eight separate hypothetical customer accounts. The eight accounts were selected to give a cross section of the Town water users/families and assess the impact of the recommended rate changes for each type of user. Characteristics of each type of account are briefly described below:

- Case 1: Single adult living in Pine Tree Brook Neighborhood (using 600 CF per Quarter)
- Case 2: Two adults living in the Town Center area (using 1200 CF per Quarter)
- Case 3: Two adults with one child under the age of 16 living in Pine Tree Brook Neighborhood (using 2200 CF per Quarter)
- Case 4: Two adults and two children in the upper Canton Avenue area (using 2800 CF per Quarter)
- Case 5: Two adults and two children living in the St. Mary's Church Neighborhood (using 3600 CF per Quarter)
- Case 6: Four adults and one child living in the Town Center area (using 5300 CF per Quarter)
- Case 7: Six adults living in East Milton area (using 6000 CF per Quarter)
- Case 8: Two adults and five children living in the Columbine area (using 8300 CF per Quarter)
- MRWA: The MWRA's "average" family of four, used by communities for comparison purposes (using 3000 CF per Quarter)

## 2.3 Rate Discussion

The water and sewer structure calculations are based upon the same fixed revenue requirements (noted in Articles 16 and 17), the average number of water and sewer bills administered and collected during FY22 – FY24. The water rates are based upon the following: a projected water rate revenue requirement of \$7,311,088 and 85,250,240 units of billed water service. The sewer rates are based upon the following: a projected rate revenue requirement of \$8,777,844 and 62,879,129 units of billed sewer service.

### Four-Tier Progressive System:

The four-tier progressive rate model breaks usage into four categories:

Tier	Usage (per Quarter)
Tier I	0 – 600 CF
Tier II	601 – 3000 CF
Tier III	3001 – 6000 CF
Tier IV	6000 + CF

The basis behind the four-tier progressive approach is that a user will pay each tier rate as their water usage progresses through the tiers. For example, (refer to the table on the following page) if a family consumes 4500 CF of water per quarter the bill would include paying the Tier I rate for the first 600 CF of usage, then the Tier II rate for the next 2400 CF of usage (601 to 3000 CF) and the Tier III rate the remaining 3001 – 4500 CF. The average family of four (MWRA) would expect to see an average water and sewer rate increase of 6.1%, the lower volume users (Case 1) would see a rate increase of 5.7% and the high-volume users (Case 8) would see a 6.2% increase. The recommendations are intended to be equitable adjustments since it continues to maintain Milton's overall goals of having consumers who use less water pay less per unit,

encouraging conservation, and maintaining a substantial discount for fixed income elderly consumers, who generally use less water.

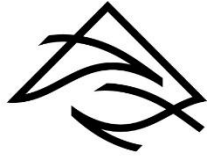
### Four-Tier Quarterly Rate Impact Analysis

Four-Tier Quarterly Rate Impact Analysis											
Rate			Case 1	Case 2	Case 3	Case 4	MWRA	Case 5	Case 6	Case 7	Case 8
People in Household			1	2	3	4	4	4	5	6	7
Quarterly Consumption (hcf)			600	1,200	2,200	2,800	3,000	3,600	5,300	6,000	8,600
Highest Billing Tier			T1	T2	T2	T2	T2	T3	T3	T3	T4
Existing FY24 Water Rates	T1	\$6.75	\$40.50	\$89.40	\$170.90	\$219.80	\$236.10	\$290.04	\$442.87	\$505.80	\$754.10
	T2	\$8.15									
	T3	\$8.99									
	T4	\$9.55									
Recommended FY25 Water Rates	T1	\$6.96	\$41.73	\$92.12	\$176.10	\$226.48	\$243.28	\$298.86	\$456.34	\$521.18	\$777.03
	T2	\$8.40									
	T3	\$9.26									
	T4	\$9.84									
Existing FY24 Sewer Rates	T1	\$8.12	\$48.72	\$140.52	\$293.52	\$385.32	\$415.92	\$516.90	\$803.01	\$920.82	\$1,388.82
	T2	\$15.30									
	T3	\$16.83									
	T4	\$18.00									
Recommended FY25 Sewer Rates	T1	\$8.76	\$52.54	\$151.54	\$316.53	\$415.53	\$448.53	\$557.42	\$865.96	\$993.01	\$1,497.70
	T2	\$16.50									
	T3	\$18.15									
	T4	\$19.41									
Quarterly Total with Existing FY24 W&S Rates			\$89.22	\$229.92	\$464.42	\$605.12	\$652.02	\$806.94	\$1,245.88	\$1,426.62	\$2,142.92
Quarterly Total with Recommended FY25 W&S Rates			\$94.27	\$243.65	\$492.63	\$642.01	\$691.80	\$856.28	\$1,322.30	\$1,514.19	\$2,274.73
Total Quarterly Household Increase			\$5.05	\$13.73	\$28.21	\$36.89	\$39.78	\$49.34	\$76.42	\$87.57	\$131.81
Percent Household Increase			5.7%	6.0%	6.1%	6.1%	6.1%	6.1%	6.1%	6.1%	6.2%
Total Per-Person increase			\$5.05	\$6.87	\$9.40	\$9.22	\$9.95	\$12.34	\$15.28	\$14.59	\$18.83
Water Existing Average Rate (per CF)			\$0.068	\$0.075	\$0.078	\$0.079	\$0.079	\$0.081	\$0.084	\$0.084	\$0.088
Water Recommended Average Rate (per CF)			\$0.070	\$0.077	\$0.080	\$0.081	\$0.081	\$0.083	\$0.086	\$0.087	\$0.090
Sewer Existing Average Rate (per CF)			\$0.081	\$0.117	\$0.133	\$0.138	\$0.139	\$0.144	\$0.152	\$0.153	\$0.161
Sewer Recommended Average Rate (per CF)			\$0.088	\$0.126	\$0.144	\$0.148	\$0.150	\$0.155	\$0.163	\$0.166	\$0.174
<div>MWRA Average Family of Four</div> <div>FY24 Cost for a Family of four (4) was \$652.02 per Quarter</div> <div>FY25 Cost for a Family of four (4) is \$691.80 per Quarter which is a 6.1% overall increase (\$9.95 per person/per quarter)</div>											
<div>FY25 Lowest Demand (Tier 1) Users will see a 5.7% rate increase</div> <div>FY25 Highest Demand (Tier 4) Users will see a 6.1% rate increase</div>											

### 3. RECOMMENDATION

Based upon the Fiscal Year 2025 revenue requirements and the historical consumption patterns, the Department of Public Works recommends the following four-tier water and sewer rates as a result of this analysis.

Cubic Feet	FY2025 Water Rate	FY2025 Sewer Rate
0 – 600 CF	\$6.96	\$8.76
601 – 3,000 CF	\$8.40	\$16.50
3,001 – 6,000 CF	\$9.26	\$18.15
6,000 + CF	\$9.84	\$19.41



**Woodard  
& Curran**

[woodardcurran.com](http://woodardcurran.com)





# Home Rule Petition for Senior Means-Tested Property Tax Exemption

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AUGUST 27, 2024



# Our Goal

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Provide Milton's senior homeowners with a method of property tax relief that is meaningful and:

- Easy to understand
- Easy to administer
- Easy to apply for
- Easy to provide



# What does “Means-Tested” mean?

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Using some criteria to measure the sum of a person's assets to determine if he/she qualifies for a tax exemption.



# Massachusetts Senior Property Tax Exemption Eligibility

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## Massachusetts Senior Circuit Breaker Tax Credit

### Requirements for Eligibility

- You must be a Massachusetts resident or part-year resident.
- You must be 65 or older by December 31 of the tax year.
- You must file a Schedule CB with your Massachusetts personal income tax return.
- You must own or rent residential property in Massachusetts and occupy it as your primary residence.
- For tax year 2023, your total Massachusetts income doesn't exceed:
  - \$69,000 for a single individual who is not the head of a household.
  - \$86,000 for a head of household.
  - \$103,000 for married couples filing a joint return.
- If you are a homeowner, your Massachusetts property tax payments, together with half of your water and sewer expense, must exceed 10% of your total Massachusetts income for the tax year.
- If you are a renter, 25% of your annual Massachusetts rent must exceed 10% of your total Massachusetts income for the tax year.
- The assessed valuation of the homeowner's personal residence as of January 1, 2023, before residential exemptions but after abatements, cannot exceed \$1,025,000.



# What are we proposing?

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Milton Town Meeting approve a *home rule* petition establishing a means-tested local exemption.

- We can have the % match set by the Select Board annually or provide for authorization from town meeting at regular intervals.

Use the Circuit Breaker eligibility from the state income taxes as the means-test requirement for Milton.

Annual application process to affirm eligibility.

All taxpayers share in reducing burden for vulnerable seniors.



# Milton Means-Tested Senior Property Tax Relief Program

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Proposal would provide a municipal match for a percentage of the Commonwealth's Senior Circuit Breaker Tax Credit

- Up to 100% match by Milton
- Eligibility criteria would match the state program with additions:
  - Include a 10-year residency requirement in Milton
  - No other significant assets
  - Trust documents will be reviewed to confirm eligibility



# Means-Tested Senior Property Tax Relief Program: Do other communities do it?

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- Arlington
- Andover
- Brookline
- Concord
- Harvard
- Hingham
- Hopkinton
- Holliston
- Lunenburg (Passed this year)
- Melrose
- Mendon (Proposed)
- Norwell (Passed this year)
- Reading
- Shutesbury
- Sudbury
- Wakefield
- Westford (3 year pilot)



# Milton Senior Property Tax Relief Program - Impacts

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Allows seniors who have contributed to the community over time to age in place

Proposal does not lower revenue collected by town in property taxes

In 2022 (most recent available info from DLS):

- 415 filers in Milton
- \$468,683 in credit claimed by taxpayers
- \$1,129 average credit

Anticipated usage would be 140-200 filers.





# Milton Senior Property Tax Relief Program – What does it cost?

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## Hypothetical:

- Average Assessed Value: \$1,000,000
- Average Tax Bill: \$10,420
- Tax Shift Across Milton \$259,000
  - 100 eligible applications at 100% match
  - \$2,590 is maximum credit from the state

- 
- Average increase in taxes ~\$30/tax bill

## **Town of Milton – Council on Aging**



## **Guardian Energy Management Solutions**

**HVAC Retrofit**

**06.20.24**



June 20, 2024

Mr. Tom McCarthy  
**Director of Consolidated Facilities**  
**Town of Milton**  
629 Randolph Ave.  
Milton, MA 02186

**Project: VRF Heat Pump System Installation for the council of Aging (COA)**

Dear Chris,

We are pleased to submit our proposal to the Milton COA for the installation of an air source heating and cooling system.

The project price is \$388,282. The air source heat pumps will provide cooling and be the primary heat source for the COA. The electric resistance heat in the new AHU will be the secondary heat source.

If you have any questions, or if you would like to discuss specifics, please feel free to contact me. Thank you again for the opportunity to provide this proposal to you. We look forward to working with you on this project.

Best regards,

Charles S. Ehl  
Account Manager

cehl@guardian-energy.com  
781-640-9017

## Project Summary

Based on the site walk conducted by our team in 2024 and customer furnished utility & mechanical equipment information and design documents, Guardian Energy Management Solutions, LLC proposes to furnish and install an air source heat pump system. The proposed system provides heat pump systems for the Air Handling Unit located above the ceiling in the room beside the electrical room.

## Financial Summary

Measure Description	Estimated Annual Savings <sup>1</sup>			Installed Cost	Estimated Incentive **	Net Cost
	kWh Saved	therms Saved	Annual Savings			
HP Installation	-33,596	4,187	\$2,326	\$388,282	\$120,167	\$268,115
<sup>1</sup> Savings calculations are based on customer supplied electrical rate of \$0.18/kWh and natural gas rate of \$2.00 per therm						
** Incentives are estimates only and subject to utility approval.						

## Project Scope:

### Option 1: Install new AHUs and VRF Air source Heat Pump

- System Description:
  - Outdoor Unit: Fujitsu Heat Pump at 36-tons (AOUA432ULBVG5) or equivalent.
  - F1: Fujitsu high static pressure duct rated 96,000 btu ARUH96TLAV2 or equivalent.
  - F2: Fujitsu high static pressure duct rated 96,000 btu ARUH96TLAV2 or equivalent.
  - F3: Fujitsu high static pressure duct rated 96,000 btu ARUH96TLAV2 or equivalent.
  - F4: Fujitsu high static pressure duct rated 96,000 btu ARUH96TLAV2 or equivalent.
- Install catwalk in attic to provide safe access required to execute the work. The catwalk will remain after construction to provide access for maintenance and service.
- Disconnect gas connection from all furnace and cap it to nearest safe location in the attic.
- Make-safe and disconnect the electrical connection from outdoor units and furnaces.
- Demolish and remove the existing outdoor units, indoor units, refrigerant, condensate, and combustion venting.
- Create 4 roof penetrations to allow removal of existing units and installation of new AHUs. Roof will be patched with new shingles. Note: new shingles may not match existing due to age of existing roof.
- Rigging the equipment via Crane
- If required, modify the existing concrete pad and fence to accommodate new outdoor unit.
- Provide and install new AHUs.
- Provide and install new stands for the outdoor units.
- Provide and install new outdoor units.
- Modify the ductwork and transitions to allow installation of the new AHU.
- Provide and install electric resistance heaters.
  - 3 kW for the each AHU
- Airside test and balance of the new system and existing ductwork is included
- Refrigerant Piping

- New refrigerant piping will be routed along the outside of the building to a point where it will penetrate the building to new separation tubes or tees depending on the design.
- Provide and install refrigeration manifold as dictated by final design.
- All outdoor wall mounted refrigerant piping to be insulated and installed in slim white duct.
- Leak test each system to 600psi for 24-hours, evacuated to 500 microns, charge the system with R-410a.
- Electrical Work
  - Provide and install electrical wiring, conduit, service disconnects and outdoor service receptacle.
  - New service will be run as required from the electrical room to each of the new outdoor units.
  - Provide and install new electrical circuits to all indoor units.
- Controls Work
  - A new VRF system communications cable will be installed and routed through the exterior of the building.
  - The new system is being provided with a central controller.
  - Provide and connect local wire remote controllers to indoor units.
- Condensate Piping
  - Install condensate drains
  - All condensate drains will penetrate the building and routed to a location approved by owner.
- General
  - Start-up test and commission the heat pump system
  - Permits are excluded.
  - Provide training to Staff of Milton Library

**Optional Duct Cleaning Scope not included in base project cost:** Given the age of the existing system, it is recommended that the existing ductwork be cleaned prior to the installation of the new system. Pricing for this additional service is provided on the Order form herein.

To accomplish the Optional Duct Cleaning, the following scope of work is included:

- Clean existing supply, return and fresh air ductwork as shown on mechanical drawing provided.
- Work to include main trunks and branch ductwork.
- Remove, clean and reinstall all supply vents, diffusers and return grilles for each system.
- Turning vanes, splitters and dampers will be cleaned as part of the HVAC system.
- Prior to moving dampers for cleaning, positions will be marked and recorded, then returned to the same positions after cleaning.
- Isolation of ductwork will be used to ensure no recontamination of previously cleaned ductwork.
- Work will consist of using a push-pull extraction system utilizing HEPA filtration collection systems (99.97% collection efficiency), electric powered rotary cable brush system, and direct contact to remove dirt, debris, and contaminants from systems.
- To ensure complete source removal access panels will be installed throughout systems in accordance with NADCA Standard 05-2004 (Installation of Service Openings in HVAC Systems).
- In line duct smoke sensor if present in the system is the responsibility of others to take out of service during the cleaning.
- All work areas will be protected and debris removed on a daily basis.

## Assumptions & Exclusions

- Town of Milton is responsible for the removal of the drop ceiling and sprinkler system (if necessary) to provide access to remove the existing AHU and install the new unit. Once the new unit is installed the Town of Milton is responsible for the reinstallation of the drop ceiling and sprinkler system.
- The proposed heat pump systems are rated to -4 °F.
- All work proposed is Prevailing Wage
- The existing electrical panels have sufficient additional capacity to execute this project.
- Electrical upgrades beyond disconnecting and reconnecting the units are not included.
- Integration with any existing building controls system is not included.
- Overall system design/layout may be adjusted/modified based on final site conditions and final engineering design review.
- If there are hard ceilings it may be necessary to make penetrations to route piping, wiring and condensate lines. Guardian will make every effort to keep this to a minimum. Unless agreed to in writing prior to commencement of the work, any patching and painting of piping or ductwork and other exposed is excluded.
- The work area is assumed to be free of lead paint prior to the project. If present, abatement costs are not included.
- Asbestos abatement, if present, is not included.
- It is not known at this time if structural modifications are required, as such they are not included.
- Modifications to existing fire alarm or fire protection systems are not included.
- As-built drawings are not included.
- Other building upgrades that required to meet the code are not included.
- We are providing our best estimate for the energy savings and utility incentives on this project. This is based on prior projects, savings calculations using engineering assumptions and customer provided information and the current utility incentive program.

## Payment Terms

- Payment schedule: Invoicing schedule as outlined on order form herein.
- Prices will be subject to change if a confirming order is not received within 30 days. Due to the current fluctuation in pricing for materials, all quotes are subject to change and will be reviewed prior to acceptance of a purchase order.
- Prices reflect current market rates for products and availability. Please understand that Guardian does not have control over material/product costs or changes in the market due to governmental regulations, tariffs, or market price fluctuations. Our goal is to hold our pricing; however, we cannot guarantee pricing for more than 30 days from the date of this project summary or proposal.
- In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents.
- Current lead time will be dependent on equipment availability at time of order plus equipment submittal approval (if required). Installation will be coordinated with the delivery of equipment contingent on the availability of our installation crews at the time of order.
- This proposal is based on a proposed schedule, if this schedule changes due to delays by the customer or their subcontractors, this may be subject to additional mobilization and travel charges.



## Customer Requirements

- Customer will provide the most **current Prevailing Wage Rate** sheet to Guardian at the time the order is placed, with updated rates as required.
- Customer will provide Guardian with **ST-2 and ST-5C tax exemption documentation** at the time the order is placed.
- Customer to provide continuous 8.5 hours of unimpeded worksite access.
- Customer will provide a point of contact and unimpeded access to the work site, as well as unobstructed access to all fixtures on the scheduled day(s) of installation. Customer delays related to the installation of the project may result in additional costs being addressed via a change order. A Guardian Project Manager will discuss scheduling and provide updates on an ongoing basis.
- Work to perform the project shall occur within typical working hours (6:00 a.m. - 6:00 p.m. Monday through Friday) in full-day continuous periods. Requests for labor to be performed outside of these hours should be made in advance so that Guardian may reprice the work accordingly or issue a change order.

## ORDER FORM ACCEPTANCE

**Payment Terms & Schedule:** All invoices are payable Net 30. Outstanding balances are subject to a 1.5% late fee per month. All pricing is valid for **30 days** from the date of this proposal.

**Total Project Cost: \$388,282**

### **INVOICING:**

Invoicing will follow AIA schedule of values with the following milestones with percent completed progress billing.

- **25% upon proposal acceptance for project mobilization, project management and administration and equipment procurement,**
- **25% upon delivery of material to project site or stored at Guardian Warehouse as stored materials,**
- **40% upon completion of ductwork and refrigeration piping,**
- **10% upon substantial completion.**

### **Check if selected:**

- ☐ **Optional Duct Cleaning Project Cost: \$23,247**

**Estimated Incentive: \$120,167** – The approved utility incentive(s)\* will be paid directly to the customer upon project completion.

\*Project Pricing & Utility Incentives: Guardian has made its best attempt to provide the most accurate financial information for your review and approval. Please note that utility incentives may be estimates, and may change the final amount due, as well as impact other information provided in this proposal if they change in any way. As part of the project scope, Guardian will submit the necessary utility applications on your behalf. A letter from the utility will be sent to you to confirm the approved incentive amount. Should this amount not match the estimated totals shown, Guardian will revise the financial details and payment schedule to reflect the actual approved incentive amount.

By signing below, you are agreeing to a contract with Guardian Energy Management Solutions on this project. You have reviewed and agree to Guardian's Standard Terms and Conditions. Any changes to pricing or scope of work must be made in writing and agreed to by both parties.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





**Customer Billing Information:** Please provide your billing contact information below. All invoices will be emailed to the contact list below.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Billing Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

HOW ELSE MAY WE SERVE YOU?



**ENGINEERING**

Energy Audits  
Steam System Evaluations  
Compressed Air Surveys



**MECHANICAL**

Boilers  
Chillers  
Air Handlers  
Cooling Towers  
Pumps



**ELECTRICAL**

Lighting Retrofits  
Back-up Generators  
EV Charging Stations  
VFDs  
Battery Storage



**CONTROLS  
& ANALYTICS**

IOT Systems  
BMS Installations  
Retrocommissioning  
Analytics Services



**BUILDING  
MAINTENANCE  
SERVICES**

Boiler Tune Ups  
DX Equipment Coil Cleaning  
Air Handling Units  
Cooling Tower Fill Cleaning  
Electrical Safety Inspections  
Chiller Startups & Shutdowns



**PROFESSIONAL  
SERVICES**

Demand Response  
Energy Procurement  
Project Funding Options



**GUARDIAN ENERGY MANAGEMENT SOLUTIONS, LLC'S STANDARD  
TERMS AND CONDITIONS. THIS IS A CONTRACTUAL AGREEMENT. PLEASE READ CAREFULLY.  
THESE TERMS & CONDITIONS INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN  
RIGHTS.**

**Scope of Work:** Customer has retained Guardian Energy Management Solutions, LLC (hereinafter "Guardian") to provide energy efficiency solutions for customer. Customer has hired Guardian to perform the energy efficient project, identified in the Project Order Form (including any attached documents). The Project Scope of Work together with Guardian Energy Management Solutions, LLC's Standard Terms, and Conditions define the scope of work to be performed under this Agreement, (hereinafter "Project"). Any Terms and Conditions or other writings referenced, appended to and/or incorporated in any Purchase Order or Customer authorization to perform work shall not be integrated into this Agreement and are expressly waived.

**Customer Warranties:** Customer warrants that he/she/it owns or leases the real property at which the Project is being performed and has authority to allow Guardian to make alterations to the property appropriate for the work necessary to perform the Project, which may include without limitation drilling holes and installing hardware for use in the installation of the Project. Unless specifically identified in the Project Scope of Work, any painting or patching following the installation of equipment will be performed by Customer.

Customer warrants and affirms that it has conducted all necessary due diligence and that Customer has satisfied all formal procurement rules, regulations or laws required to enter into this Agreement with Guardian. Customer warrants and affirms that Customer has authority to bind Customer to this Agreement and Customer acknowledges that Guardian is relying upon Customer's representations as to its authority to enter this Agreement.

Customer acknowledges that upon receipt of a signed Order Form, Guardian may order goods, materials, and equipment for the Project. In the event that the Project is cancelled through no fault of Guardian, such goods, materials and equipment ordered for the Project may be subject to shipping charges and/or restocking charges. Customer agrees to pay for such charges. If any goods, materials, and equipment for the Project are special order or non-stock items such that the goods, materials, and equipment cannot be returned, Customer shall pay for all such non-returnable goods, materials, and equipment. Upon payment, Customer may take possession of such non-returnable goods, materials and equipment with Customer bearing the cost of delivery of such non-returnable goods, materials, and equipment to Customer.

**Permitting and Prevailing Wage:** Guardian is responsible to obtain and pay for any required permitting, as applicable to the Project. Guardian will provide licensed trades people, paid at Prevailing Wage Rates, as applicable, materials and equipment necessary to perform the Project. Guardian is not responsible for repairs or alteration of Customer property or equipment beyond that defined in the Energy Efficiency Project Scope of Work.

**Payment Terms:** All invoices are payable with Net30 payment terms, unless otherwise defined in the Project Scope of Work. A monthly fee of 1.5% will be assessed against past due amounts after Net30 days. Prior to commencement of any work, Customer shall provide Guardian with Tax Exempt forms, if applicable.

**Working Hours:** Work to perform the Project shall occur within typical working hours (6:00 a.m. - 6:00 p.m., Monday through Friday). In the event, Customer requires work to be performed during other time periods, Customer may incur addition charges, unless otherwise explicitly defined in the Energy Efficiency Project Order Form. Delays in Project completion beyond the control of Guardian may result in modifications to the Project schedule, Project scope, or Project price. Guardian will provide a broom clean construction site, during and upon completion of the Project.

**Site Access:** Customer is responsible to provide unimpeded site access, as well as unobstructed access to all areas necessary to perform the Project. Delays caused by obstructed access to work areas, may result in additional costs to customer.

**Delays:** Guardian shall not be liable for any delay in the performance of the work under this Agreement resulting from or attributable to acts or circumstances beyond Guardian's control, including, but not limited to, acts of God or the public acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Guardian is delayed in manufacturing, shipping, delivery, or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Guardian, Guardian agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Guardian shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Guardian under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Guardian shall be excused from furnishing said materials or equipment.

**Termination for Convenience:** In the event Customer terminates this Agreement through no fault of Guardian or for Customer's convenience, Customer shall provide prior written notice of termination and agrees to pay Guardian for all material furnished, ordered, or manufactured, labor performed, and services provided up to the date of termination, all out of pocket costs (including but not limited to any restocking or other charges owed to any supplier) and including a reasonable profit.



**Customer Termination for Guardian Default:** Customer shall have the right to terminate this Agreement for Guardian's default provided Guardian fails to cure such default within 30 days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Guardian shall have free access to enter Customer locations to disconnect and remove any and all Guardian-owned parts, tools, and personal property. Additionally, Customer agrees to pay Guardian for all incurred but unamortized service costs performed by Guardian including overhead and a reasonable profit.

**Guardian Termination:** Guardian reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions, or repairs are made to Project during the term of this Agreement by others without prior agreement between Customer and Guardian. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Guardian may terminate this Agreement without liability.

**Site Conditions & Change Orders:** Guardian is not responsible for unknown site conditions that may affect the installation and/or performance of the systems installed in the Project. Customer accepts that unknown site conditions may result in a change in the scope and/or cost of the Project and Customer. After work is commenced, in the event that unknown site conditions are detected, which materially alter the scope of work necessary to perform the Project, Guardian will notify Customer of such unknown site condition(s) and will prepare a written Change Order, identifying the scope of additional work necessary to complete the Project. If an unknown site condition is identified, Guardian shall not be obligated to complete any further work on the Project, until Guardian and Customer sign the written change order, defining the scope of the additional work and materials necessary and identifying the additional charges and expenses necessitated to perform the Project. Guardian shall not be liable for any delay in performance under this Agreement resulting from unknown site conditions.

**Building Code Compliance:** Project work will be installed according to the applicable Codes and Regulations for the jurisdiction where the Project occurs. If during installation, as a result of an unknown site condition, Guardian identifies code violations, or equipment maintenance related issues during the Project, which must be performed to bring the Project into compliance with the applicable Codes and Regulations for the jurisdiction where the Project occurs, Guardian will notify Customer of such issues and will issue a written Change Order, under the process identified above, so that the Project can be completed in compliance with the applicable Codes and Regulations.

**Hazardous Materials:** If during the course of the Project, Guardian encounters any "Hazardous Materials" on the Customer's site, Guardian may cease all work on the Project until such time as Customer has remediated the Hazardous Material condition. Customer agrees to promptly remediate any Hazardous Material condition detected, to allow Guardian to complete its work on the Project. Customer, at its own cost, will be responsible to comply with all legal regulations regarding the removal and disposal of Hazardous Materials. "Hazardous Materials" means any substance commonly referred to, or defined in any law or regulation, as a hazardous material or substance, including but not limited to, chemicals, solvents, petroleum products, flammable materials, explosives, asbestos, urea formaldehyde, PCBs, chlorofluorocarbons, Freon, or radioactive materials. As defined in the scope of work in the Energy Efficiency Project Order Form, in compliance with applicable rules, bylaws, regulations and statutes, Guardian will recycle and/or dispose of any existing equipment to be removed from Customer's site as a result of the Project, including existing equipment that existing equipment contains "Hazardous Materials", to the extent such "Hazardous Materials" are identified in the Energy Efficiency Project Order Form.

**Emergency Services Work:** Any warranty related service calls are to be placed directly to Guardian. Upon receipt of any warranty related service call, at Customer's request, Guardian will inspect the property with Customer. If such inspection does not reveal any defects for which Guardian is liable under this Agreement, Guardian may assess Customer a service call fee.

**Limitation of Liability:** Under no circumstances shall Guardian be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Guardian shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Guardian's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Guardian's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Guardian under this Agreement. The aggregate liability shall not limit the liability of Guardian for any injury to, or death of a person, caused by its gross negligence.

**Time of Presentment:** Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

**Non-Solicitation:** Customer acknowledges that Guardian's employees are valuable assets to Guardian. During the term of this Agreement or one hundred eighty (180) days thereafter, if Customer hires a Guardian employee who worked directly or indirectly with Customer, Customer agrees to 1) pay Guardian an amount equal to twelve (12) months' salary for such Guardian employee and 2) reimburse Guardian for all costs associated with any training and/or licensing provided and/or paid for by Guardian for such employee.

**Miscellaneous and Severability:** Titles are for informational purposes only. If any provision of these Terms & Conditions is found to be invalid, illegal, or unenforceable, that term shall be deemed stricken and the remaining portions shall remain in full force and effect.



## WARRANTY

From the date of completion of the Project, Guardian provides a one (1) year labor warranty for workmanship in the installation performed by Guardian, running from the date of substantial completion of the Project. Material warranties are manufacture specific and will be transferred and assigned to Customer at the completion of the Project.

THE FOREGOING WORKMANSHIP WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND GUARDIAN EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PROJECT, WHETHER ORAL OR WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE. GUARDIAN EXPRESSLY WAIVES ANY WARRANTIES OF MERCHANT LIABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

For work that involves the installation of computer components, software, or networking systems, Guardian shall install computer components, software, or networking systems according to Manufacturer's specifications. Manufacturers of such components, software or networking systems are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with such components. Furthermore, Customer acknowledges that access to software associated with such components; or networking systems may be subject to the terms and conditions of an End-User license Agreement and warranty terms applicable to such software set forth therein. Guardian shall transfer and assign to Customer all licensing agreements and warranties associated with any computer components; software or networking systems installed by Guardian in the scope of the Project.

GUARDIAN ASSUMES NO LIABILITY AND CUSTOMER HEREBY WAIVES ALL CLAIMS AGAINST GUARDIAN ARISING OUT OF THE FAILURE OF ANY COMPUTER COMPONENTS, SOFTWARE, OR NETWORKING SYSTEMS INSTALLED BY GUARDIAN AS PART OF THE PROJECT. CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF ANY COMPUTER COMPONENTS, SOFTWARE OR NETWORKING SYSTEMS INSTALLED BY GUARDIAN AS PART OF THE PROJECT SHALL BE THROUGH ANY MANUFACTURER'S WARRANTIES.

Customer acknowledges that it has retained Guardian to install computer components, software, or networking systems and that such computer components, software, or networking systems have the potential of being portals or access points by which third parties could potentially access Customer's computer systems and/ or networks. Customer acknowledges and accepts that Guardian shall bear no responsibility and assumes no liability for any claims or damages that may occur as a result of third parties accessing Customer's property and systems through any computer components, software or networking systems installed by Guardian. Furthermore, Customer hereby releases Guardian from any liability for any data loss which may occur or component failures or other issues that may arise as a result of the computer component, software, or networking systems install occurring during attempted installation, testing, or any other time. Guardian is not responsible for loss of profit or any direct, indirect, special, incidental, or consequential damage occurring during or after any computer services are performed.

ALL CLAIMS FOR LIABILITY AND/OR LOSS INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH MAY OCCUR AS A RESULT OF GUARDIAN'S INSTALLATION OF SUCH COMPUTER COMPONENTS, SOFTWARE OR NETWORKING SYSTEMS ARE HEREBY EXPRESSLY WAIVED.

# PROCLAMATION

- WHEREAS: The Suffolk Resolves was a declaration made on September 9, 1774 by the leaders of Suffolk County, Massachusetts to reject the Massachusetts Government Act and called for a boycott of imported goods from Britain unless the Intolerable Acts were repealed; and
- WHEREAS: The Resolves played an integral role in shaping colonial animosity and ultimately contributed to the United States Declaration of Independence in 1776; and
- WHEREAS: Dr. Joseph Warren introduced the first draft of the Suffolk Resolves at the Suffolk County Convention-Committees on Correspondence on September 6, 1774. Three days later, the declaration was approved at the Daniel Vose House in Milton, Massachusetts. Following the issuance of the Resolves, Paul Revere delivered it to the First Continental Congress in Philadelphia, PA where it was endorsed on September 17, 1774 as a show of colonial solidarity; and
- WHEREAS: The Daniel Vose House was moved from Lower Mills to 1370 Canton Ave in 1950 in order to prevent its demolition. It is now known as the Suffolk Resolves House and was restored to its original colonial appearance and became the headquarters for the Milton Historical Society. The Suffolk Resolves House was added to the National Register of Historic Places in 1973;

NOW, THEREFORE, be it resolved, that We, the Milton Select Board, in recognition of the 250<sup>th</sup> Anniversary of its passage, do hereby declare September 9, 2024 as:

## *Suffolk Resolves Day in Milton, Massachusetts*

GIVEN THIS DAY, Tuesday, August 27, 2024

Signed by the Chair, on behalf of the Select Board

Richard G. Wells, Jr., Chair

Roxanne F. Musto., Vice Chair

John C. Keohane, Secretary

Erin G. Bradley, Member

Benjamin D. Zoll, Member

# PROCLAMATION

WHEREAS: Milton Community Concerts is celebrating its 10<sup>th</sup> Anniversary Season at the historic meetinghouse at First Parish Milton-Unitarian Universalist; and

WHEREAS: Over the past nine years, Milton Community Concerts has enriched the cultural landscape of our community with great musical performances. Through the visionary leadership of Timothy Steele, Milton Community Concerts has produced 33 concerts, featuring 344 artists, including Metropolitan Opera performers, TED Speakers and Broadway stars; and

WHEREAS: As a grant recipient, Milton Community Concerts understands the importance of giving back. It has raised \$25,669 to support both local and national charitable causes. Milton Community Concerts also collaborates with local art organizations to promote diversity; and

NOW, THEREFORE, be it resolved, that We, the Milton Select Board congratulate Milton Community Concerts on its 10<sup>th</sup> Anniversary Season and prosperity and extends appreciation to the dedicated individuals who make the concert series such a great success.

GIVEN THIS DAY, Tuesday, August 27, 2024

Signed by the Chair, on behalf of the Select Board

---

Richard G. Wells, Jr., Chair

Roxanne F. Musto., Vice Chair

John C. Keohane, Secretary

Erin G. Bradley, Member

Benjamin D. Zoll, Member





# Town of Milton

TEL 617-898-4843

TOWN OFFICE BUILDING  
525 CANTON AVENUE  
MILTON, MASSACHUSETTS

## SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Milton Art Center

Applicant's Address: 334 Edge Hill Road

Applicant's Contact Information: [REDACTED]

Telephone #

E-Mail Address

Organization Name: Milton Art Center

Name of Event: First Friday, art and music

Description of Event: First Friday is a monthly art and music event

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

Date of Event: 10/4/24

Hours of Event: 6-10pm

Location of Event: Milton Art Center

Number of Participants: 100

License For: ☐ All Alcoholic Beverages - Issued only to a non-profit organization

☒ Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: \_\_\_\_\_

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

APPLICANT'S SIGNATURE: Jon Chappell Date: 8/2/24

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.





# Town of Milton

TEL 617-898-4843

TOWN OFFICE BUILDING  
525 CANTON AVENUE  
MILTON, MASSACHUSETTS

## SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Milton Art Center

Applicant's Address: 334 Edge Hill Road

Applicant's Contact Information: [REDACTED]  
Telephone # \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Organization Name: Milton Art Center

Name of Event: First Friday, art and music

Description of Event: First Friday is a monthly art and music event

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

Date of Event: 11/1/2024

Hours of Event: 6-10pm

Location of Event: Milton Art Center

Number of Participants: 100

License For: ☐ All Alcoholic Beverages - Issued only to a non-profit organization  
☒ Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: \_\_\_\_\_

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

APPLICANT'S SIGNATURE: [Signature] Date: 8/2/24

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.



# Town of Milton

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TOWN OFFICE BUILDING  
525 CANTON AVENUE  
MILTON, MASSACHUSETTS

## SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Milton Art Center

Applicant's Address: 334 Edge Hill Road

Applicant's Contact Information: [REDACTED]

Telephone # \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Organization Name: Milton Art Center

Name of Event: Comedy event featuring Hometown comedians

Description of Event: Comedy event with Will Noonan and Milton home town comedians

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

Date of Event: 11/30/24

Hours of Event: 6-10pm

Location of Event: Milton Art Center

Number of Participants: 120

License For: ☐ All Alcoholic Beverages - Issued only to a non-profit organization  
☒ Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: \_\_\_\_\_

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

APPLICANT'S SIGNATURE: Jon Chappell Date: 8/2/24

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# Town of Milton

TOWN OFFICE BUILDING  
525 CANTON AVENUE  
MILTON, MASSACHUSETTS

TEL 617-898-4843

## SPECIAL ONE DAY LIQUOR LICENSE APPLICATION

Applicant's Name: Milton Art Center

Applicant's Address: 334 Edge Hill Road  
[REDACTED]

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

Organization Name: Milton Art Center

Name of Event: First Friday, art and music

Description of Event: First Friday is a monthly art and music event

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

Date of Event: 12/6/24

Hours of Event: 6-10pm

Location of Event: Milton Art Center

Number of Participants: 100

License For: ☐ All Alcoholic Beverages - Issued only to a non-profit organization  
☒ Wine and Malt Beverages Only

Recommended Number of Police Officer(s) to be assigned: \_\_\_\_\_

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

APPLICANT'S SIGNATURE: [Signature] Date: 8/2/24

Applicants must attest to the information provided in order for the license to be approved. Completed applications should be submitted to the Select Board Office along with payment in the form of a check in the amount of \$50.00 made payable to the Town of Milton. The Select Board, as the Town of Milton's Licensing Authority, requires approval at a scheduled public meeting. Please submit the application 30 days in advance of the event for which the license is being applied.