



Select Board

Meeting Packet

October 22, 2024

Special Town Meeting

Monday, February 10, 2025

Tuesday, November 19, 2024	Select Board closes the warrant
Tuesday, November 26, 2024	Select Board approve articles for inclusion in the warrant
Tuesday, January 14, 2025	Select Board to approve the Warrant
Wednesday, January 15, 2025	Final Warrant to printer
Tuesday, January 21, 2025	Warrant posted at the Post Office and mailed to Town Meeting Members
Friday, January 24, 2025	Warrant delivered to Town Meeting Members
Monday, February 10, 2025	Special Town Meeting

***As soon as articles are received by the Select Board, the Town Administrator will transmit the articles to the Warrant Committee ***



MASSACHUSETTS WATER RESOURCES AUTHORITY

Chelsea Facility
2 Griffin Way
Chelsea, Massachusetts 02150

Telephone: (617) 242-6000
Facsimile: (617) 305-5990

Frederick A. Laskey
Executive Director

October 16, 2024

Marina Fernandes, PE
Town Engineer
Town of Milton
525 Canton Ave
Milton, MA 02186

RE: MWRA Local Water System Assistance Program - Funding Distribution LWSAP25-3003

Dear Ms. Fernandes:

Enclosed please find six copies of the financial assistance and loan agreements for signature. Eligible funding for the Town of Milton's Water Main Rehabilitation projects is \$2,799,800.00. Funding shall be in the form of an interest-free loan. The loan will be re-paid to the MWRA in ten equal installments (\$279,980.00 each), over a ten-year period, beginning one year from the original quarterly funding distribution date. Funding distribution is planned for on or about November 21, 2024 with a Bond date of November 18, 2024. Initial loan repayment is scheduled for November 15, 2025.

The loan portion of the financial assistance award will require the issuance of a Water Bond or other documentation verifying obligation of the community to repay the loan to the MWRA. An Opinion of Bond Counsel will be required with the Water Bond or any other proposed obligation for repayment. The draft opinion of bond counsel and draft water bond must be received by MWRA no later than Tuesday, November 12, 2024 to ensure disbursement of funds on Thursday November 21, 2024.

Please also forward the signed financial assistance and loan documents to me by **Wednesday, November 6, 2024**. Note, a town seal is required on each copy of the loan agreement. If you have any further questions or comments regarding this material, please feel free to contact me at claudia.baptista@mwra.com or (978) 489-9354.

Sincerely,

Claudia F. Baptista

Claudia F. Baptista
Project Manager
MWRA Community Support Program

cc: Chase Berkeley, DPW Director
Nicholas Milano, Town Administrator
Johanna McCarthy, Town Treasurer
Charlene Doucette, Locke Lord
Tom Frontiero, MWRA Treasury

FINANCIAL ASSISTANCE AGREEMENT
BY AND BETWEEN
MASSACHUSETTS WATER RESOURCES AUTHORITY
AND
TOWN OF MILTON, MASSACHUSETTS

This Financial Assistance Agreement is made by and between the Massachusetts Water Resources Authority, a body politic and corporate and public instrumentality, established under the provisions of Chapter 372 of the Acts of 1984, with its principal place of business at Deer Island, 33 Tafts Avenue Boston, MA 02128 ("Authority" or "MWRA") and Milton, MA, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business at 525 Canton Avenue Milton, MA 02186 ("Awardee") (collectively, "Parties");

WHEREAS, on June 30, 2010 the Authority Board of Directors voted to approve a program whereby the Authority was permitted to offer financial assistance to Waterworks system communities to improve local water systems.

WHEREAS, the Awardee intends to conduct, or is conducting, a local water system improvement project ("Project"); and

WHEREAS, the Awardee filed a Financial Assistance Application in which it furnished information about the Project to the Authority; and

WHEREAS, the MWRA will provide financial assistance to the Awardee for its Project under certain terms and conditions, hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and the promises contained herein, the Parties agree that the Authority will provide and the Awardee will accept financial assistance under the following terms and conditions:

I. SCOPE OF SERVICES.

The Awardee has entered into or will enter into, within ninety (90) days of the execution of this Agreement, a contract with a consultant or contractor for local water system improvement, in accordance with the Awardee's competitive procurement practice, and the scope of such work is listed in Attachment A.

II. FINANCIAL ASSISTANCE.

A. The Authority shall provide financial assistance ("Award") to the Awardee in the form of an interest-free loan. The total amount of the Award shall be \$2,799,800.00.

B. The Loan shall be governed by the attached Loan Agreement, which is incorporated herein by reference as Attachment C.

C. Upon execution of the Loan Agreement, the Authority shall initiate an electronic transfer of the total Award through the Automated Clearing House (ACH) having a pay date three business days after the execution date to the following designated account of the Awardee:

MMDT Account No. 44208213

Federal Tax ID No. 046001228

D. The Authority shall not be obligated to provide additional financial assistance above the Award amount regardless of additional Project costs which may be incurred by the Awardee.

III. EFFECTIVE DATE OF AGREEMENT.

This Agreement will take effect on the date of execution of both the Loan Agreement and this Agreement. In the event that this Agreement and the Loan Agreement are executed on different dates, the effective date of this Agreement shall be the later of the two dates.

IV. TERM.

The term of this Agreement shall begin upon the date of execution of this Agreement, including the execution of the Loan Agreement, and; unless otherwise terminated under Section XXV of this Agreement, shall be in effect until the Awardee fully repays the Loan to the Authority in accordance with the terms of the Loan Agreement. As evidence that the final payment has been made, the Authority will send notice to the Awardee indicating that the Loan has been discharged.

V. PROJECT SCHEDULE.

Implementation of the Project must begin within ninety (90) calendar days of execution of the Agreement, including the Loan Agreement. The Project must comply with the Project Schedule listed in Attachment B.

It is the obligation of the Awardee to obtain all licenses, permits, easements or any other approvals necessary to begin and successfully complete the Project.

VI. EXPENDITURE VERIFICATION REQUIREMENTS.

A. Throughout the completion of the Project Scope of Services, the Awardee shall submit progress reports to the Authority, on forms provided by the Authority, which outline the overall progress of the Project, the progress of key Project tasks, and the total Project cost expended to date. The frequency and schedule for progress reporting is outlined within Section 5.1 of MWRA Local Water System Assistance Program Guidelines. Progress reports shall be submitted to:

Massachusetts Water Resources Authority

2 Griffin Way

Chelsea, MA 02150

Attn: Local Water System Assistance Program

B. The Awardee shall append to each progress report information which documents eligible Project costs, including, but not limited to, consultant and/or contractor invoices; awardee labor, equipment, materials and other costs; and ancillary expenses. Time sheets and work summaries documenting any requests for force account work reimbursement must also be provided.

C. The Awardee shall exercise its best efforts to accomplish the Project set forth in the Scope of Services within the Award Amount established. In the event that an increase or decrease in the total Project cost is anticipated, or in fact occurs, the Awardee shall immediately notify the Authority in writing, and shall submit a status report including reasons for changes in Project cost, work completed to date, total dollars expended to date, and an estimate of the cost required to complete the Project.

VII. PROJECT INSPECTION.

The Awardee shall make the Project site and all Project records available to the Authority staff for review during the course of the Project. Authority staff may periodically monitor the progress of work to insure that the Project is: (1) proceeding substantially as defined in the Scope of Services; and (2) proceeding substantially within the Project Schedule.

VIII. PROJECT CLOSEOUT PROVISIONS.

A. Upon completion of the Project, the Awardee shall notify the Authority that the project is complete and shall certify, on a form provided by the Authority, that all work included in the Scope of Services has been completed and performed in accordance with this Agreement. The Awardee shall submit to the Authority a Project closeout package which shall include a summary of all Project expenditures and the final Project cost.

B. If the final Project cost is less than the Award, the difference between the Award and the final Project closeout cost will be calculated and defined as the Project "Shortage Amount". The existence of a Project Shortage Amount will not affect the Loan repayment amount or schedule.

C. In the event that a Project Shortage Amount exists, the Authority shall either: (a) credit the Project Shortage Amount as part of Awardee's funding for an additional eligible project or future eligible project, or (b) send the Awardee a separate invoice for payment of the Project Shortage Amount forty-five (45) days prior to the next loan repayment date.

IX. PROJECT AUDIT PROVISIONS.

A. The Awardee, its engineers, and its contractors shall maintain books, records, and other documents that pertain to and involve transactions related to this Agreement in accordance with generally accepted accounting principals. The Awardee, its engineers, and its contractors shall also maintain the financial information and data used by the engineers and contractors in the preparation or support of all invoices and progress reports. The Authority and any other duly authorized person, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours, upon ten (10) days notice and at the Authority's expense. The Awardee, its engineers, and its contractors shall provide proper facilities for such access and inspection. All documents shall be kept for at least seven (7) years after either the final payment to

the engineer or contractor or after the closeout of the Project, whichever is later.

B. The Awardee agrees to include the wording of Section IX.A., above, in all contracts and subcontracts hereafter awarded to third party contractors, vendors and service providers related to this Agreement.

C. Audits conducted by the Authority, or its duly authorized representatives, shall be in accordance with generally accepted government auditing standards and established procedures and guidelines of the Authority. Such audits shall be conducted at the expense of the Authority upon ten (10) days notice to the Awardee.

D. The Awardee agrees to provide the Authority with a copy of the Awardee's annual audited financial statements within a reasonable time after the issuance thereof, together with a certificate of the Awardee stating that the Awardee is in compliance with its obligations under this agreement.

X. INTERACTION WITH OTHER PROGRAMS OF ASSISTANCE.

The Awardee certifies that it has not and will not receive financial assistance under the State Revolving Fund (SRF) or any other state, federal, or other program of funding assistance for any Project costs for which financial assistance has been provided by the MWRA Local Water System Assistance Program.

XI. AUTHORITY TO EXECUTE AGREEMENT.

Prior to the execution of this Agreement, the Awardee shall take all steps necessary to authorize it to properly execute this Agreement.

XII. GOVERNING LAW.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

XIII. COMPLIANCE WITH LOCAL LAWS.

The Awardee shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

XIV. INVALIDITY OF PARTICULAR PROVISIONS.

If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby.

XV. CONTRACTING/SUBCONTRACTING.

The Awardee shall have no capacity to involve the Authority in any contract nor to incur any liability on the part of the Authority.

XVI. CHANGES TO SCOPE OF SERVICES.

The Authority and the Awardee may, during the course of the project, mutually agree to revisions in the Scope of Services or Project Schedule. Such changes shall be incorporated into this Agreement by written amendment.

XVII. PROVISION OF CONTRACTS.

The Awardee agrees to submit to the Authority an executed copy of each contract for engineering services or construction relevant to the Scope of Services.

XVIII. EQUAL EMPLOYMENT OPPORTUNITY.

The Awardee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap status or national origin. The Awardee, its engineer(s), and its contractor(s) shall comply with all applicable laws and regulations pertaining to nondiscrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction. The Awardee shall make positive efforts to achieve a goal of 7.18 percent participation of Minority-owned Business Enterprise(s) and 5.77 percent participation of Woman-owned Business Enterprise(s) within Professional Services contracts which are funded through financial assistance under this Agreement. For Non-Professional Services category work, the Awardee should make positive efforts to achieve a goal of 5.61 percent participation of Minority-owned Business Enterprise(s) and a goal of 4.88 percent participation of Woman-owned Business Enterprise(s) within project contracts.

For Construction, the Awardee shall require all construction contractors and subcontractors to make positive efforts to achieve: (1) a minority employee work force goal of 15.30 percent, (2) a woman employee work force goal of 6.90 percent, (3) a goal of 7.24 percent participation of Minority-owned Business Enterprise(s), and (4) a goal of 3.60 percent participation of Woman-owned Business Enterprise(s) within the project contracts.

XIX. INDEMNIFICATION.

The Awardee, at its expense, shall defend and shall indemnify and hold harmless the Authority, its members, officers and employees, from and against any and all claims, causes of action, suits, losses, damages and expenses, including attorneys' fees, arising out of or resulting from any acts, errors or omissions or breach of contractual duties by the Awardee and anyone employed by it (including Contractors, Subcontractors and/or Consultants and their employees) in performance of this Agreement. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

XX. MEMBERS, EMPLOYEES NOT LIABLE.

No member or employee of the Authority shall be charged personally or held contractually liable by or to the Awardee under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

XXI. INTEREST OF AWARDEE.

The Awardee covenants that its Contractors, Subcontractors and/or Consultants presently have no interest and shall not acquire any interest, direct or indirect, in the property to which this Agreement pertains or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Awardee further covenants that no person having any such interest shall be employed in the performance of this Agreement.

XXII. INTEREST OF EMPLOYEES; M.G.L.C. 268A.

Neither Awardee, nor its Contractors, Subcontractors and/or Consultants shall, during the term of this Agreement, hire or employ on either a full-time or part-time basis any person or persons so long as such person shall be employed by the Authority.

The Awardee acknowledges that the Authority is a state agency for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts Conflict of Interest statute). The Awardee agrees to take actions and to forbear from taking actions, as circumstances require, so as to be in compliance at all times with said statute.

XXIII. ASSIGNABILITY.

The Awardee shall not assign any interest, in whole or in part, in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Authority.

XXIV. PAYMENT NOT A WAIVER.

The Authority's payment to Awardee under this Agreement or its review, approval or acceptance of any actions by Awardee under this Agreement shall not operate as a waiver of any rights under this Agreement and the Awardee shall remain liable to the Authority for all damages incurred by the Awardee's failure to perform in accordance with the terms and conditions of this Agreement.

The rights and remedies of the Authority provided for under this Agreement are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

XXV. TERMINATION OF THE AGREEMENT FOR CAUSE.

If, through any cause, the Awardee shall fail to fulfill in a timely and proper manner its obligations under this Agreement (including performance of the Scope of Services and maintenance of the Project Schedule); or if it is determined that there is probable cause to believe that the Award was obtained on the basis of fraud, deceit, or illegality; or if the Awardee has failed to comply with the terms and conditions of this Agreement; the Authority shall hereupon have the right to terminate this Agreement by giving written notice to the Awardee of such termination and specifying the effective date thereof.

The Awardee agrees that if this Agreement is terminated by the Authority, the Awardee shall immediately repay to the Authority the full amount of any grant portion of the Award which is identified in Section II, above. The Awardee agrees that the Loan shall not be affected by such termination and that the separate Loan Agreement shall remain in full effect.

XXVI. ATTACHMENTS.

Attachments to this Agreement are incorporated herein and are as follows:

Attachment A Scope of Services

Attachment B Project Schedule

Attachment C Loan Agreement

XXVII. PROJECT SPECIFIC ADDITIONAL TERMS AND CONDITIONS.

1. The community will forward bid tabulation, executed contract, contractor notice to proceed letter, and date of pre-construction meeting.
2. The community will inform the Authority of the date for Final Inspection for the construction phase of the proposed projects.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of
_____, 2024.

MASSACHUSETTS WATER RESOURCES AUTHORITY

BY: _____
Matthew R. Horan, Treasurer

AWARDEE: Town of Milton, Massachusetts

BY: _____
Nicholas Milano, Town Administrator

BY: _____
Johanna McCarthy, Treasurer

**MWRA LOCAL WATER SYSTEM ASSISTANCE PROGRAM
FINANCIAL ASSISTANCE AGREEMENT**

ATTACHMENT A

**TOWN OF MILTON, MASSACHUSETTS
PROJECT NO. LWSAP25-3003**

SCOPE OF SERVICES

Project Part A: The Town of Milton has requested to partially fund construction costs related to their 2022 Watermain Rehabilitation Project (**W22-1**). Approximately 6,770 linear feet of cast-iron water main was replaced with new 6 to 12-inch cement line ductile-iron (CLDI) water main on Elm Street, Cabot Street, Audubon Road, Dean Road, and Pilgrim Street. This work included the replacement of all related valves, hydrants, and appurtenances.

Project Part B: The Town of Milton has requested to fully fund the cost of design, construction, and construction services related to their 2024 Watermain Rehabilitation Project (**W24-1**). Project work consists of replacing approximately 3,594 linear feet of existing cast-iron water main with new 6 to 12-inch CLDI water main on Lantern, Thompson, Pond, an Windsor street. This work also includes installing related valves, hydrants, service connections, and bypass piping. Any lead services discovered during construction will be replaced in their entirety.

Estimated total project cost for the above water main rehabilitation project is \$4,298,800.17. Eligible MWRA Local Water System Financial Assistance is \$2,799,800.

ATTACHMENT B

**TOWN OF MILTON, MASSACHUSETTS
PROJECT NO. LWSAP25-3003**

PROJECT PART A: SCHEDULE

Item	Start Date	Completion Date
Construction	July 2022	October 2023

PROJECT PART B: SCHEDULE

Item	Start Date	Completion Date
Design	April 2023	December 2023
Bid	May 2024	May 2024
Construction	July 2024	November 2024

LOAN AGREEMENT

LOAN AGREEMENT, dated the 18th day of November 2024 between the Massachusetts Water Resources Authority, a body politic and corporate, a public instrumentality and an independent public authority of The Commonwealth of Massachusetts (the "Authority") established by the Massachusetts Water Resources Authority Act, Chapter 372 of the Acts of 1984 of the Commonwealth of Massachusetts ("Commonwealth"), as amended (the "Act"), having its principal place of business in Boston, Massachusetts and the Town of Milton (the "Government Unit").

WITNESSETH:

WHEREAS, the Authority has established a program of loans (the "Local Water System Assistance Program") to assist Local Bodies, as defined in the Act, in establishing programs to improve local water systems which will have a beneficial impact on maintaining and improving the regional water system; and

WHEREAS, the Government Unit has requested a loan from the Authority in the amount of \$2,799,800.00 (hereinafter referred to as the "Loan") for the purposes of funding its Local Water System Improvement Program and, to evidence the indebtedness to be incurred thereby, has duly authorized the issuance of its bonds in the principal amount of the Loan, (the "Municipal Bonds") which Municipal Bonds are to be issued to and held by the Authority in accordance with this Loan Agreement; and

WHEREAS, the Authority may finance the Loan from the proceeds of an issue of its tax-exempt revenue bonds which proceeds are subject to certain limitations as to investment and application;

NOW THEREFORE, the parties hereto agree as follows:

1. The Loan and the Municipal Bonds. The Authority hereby agrees to make the Loan and the Government Unit hereby agrees to accept the Loan to evidence its obligation to repay the Loan by issuing to the Authority the Municipal Bonds in the principal amount of the Loan, and substantially in the form attached hereto as Exhibit A. Neither the Loan nor the Municipal Bonds shall bear interest.

2. Representation and Warranties. The Government Unit represents and warrants as follows: (a) it has duly adopted all necessary votes and resolutions and has taken all proceedings required by law to enable it to enter into this Loan Agreement and issue its Municipal Bonds to the Authority to evidence its obligation to pay the Loan; (b) The Municipal Bonds have been duly authorized, executed and delivered by the Government Unit and constitute valid and binding obligations of the Government Unit, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors'

rights heretofore or hereafter enacted and general equity principles; (c) the Municipal Bonds constitute a general obligation of the Government Unit to which its full faith and credit is pledged; (d) all permits and approvals necessary to construct the project being financed by the Loan (the “Project”), given the current status of the Project, have been obtained and remain in full force and effect; and (e) no litigation before or by any court, public board or body is pending or threatened against the Government Unit seeking to restrain or enjoin the issuance of the Municipal Bonds or the construction of the Project.

3. Covenants. The Government Unit agrees that until the Loan shall be paid in full, and the proceeds of the Loan, together with the earnings thereon, shall be expended in full, it shall perform the following covenants: (a) it shall make the payments with respect to the principal of the Municipal Bonds in ten equal annual installments, all at the time and in the amounts set forth in the Municipal Bonds; (b) it shall notify the Authority in writing, from time to time, of the name of the official of the Government Unit to whom invoices for the payment of principal should be addressed if different from the address set forth in paragraph 8; and (c) it shall furnish the Authority annually such information regarding the Government Unit's Local Water System Improvement Program and the implementation thereof, including project status and expenditure reports and evidence of compliance with any applicable permits and any other financial or project information as the Authority may reasonably request.

4. Opinion of Bond Counsel. Attached hereto as Exhibit B is an opinion of bond counsel or other local counsel to the Government Unit to the effect the (i) the Municipal Bonds have been duly authorized, executed and delivered by the Government Unit and constitute a valid and binding general obligations of the Government Unit, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, and moratorium, reorganization or other laws affecting creditors' rights heretofore or hereafter enacted and to general equity principals, and (ii) the Municipal Bonds constitute a general obligation to which the Government Unit's full faith and credit is pledged.

5. Application of Loan Moneys. (a) The Authority shall deposit the amount of the Loan in single account (the “Account”) separated from its other moneys. Such Account shall be invested with MMDT or in such other manner as may be approved by the Authority from time to time in the Authority's reasonable discretion. Earnings on the account shall be retained in such Account. The Government Unit shall arrange for copies of all investment reports with respect to the Account to be furnished in a timely fashion to the Authority.

(b) The Proceeds, together with the earnings thereon, shall be applied to the costs of the Government Unit's Local Water System Improvement Program.

(c) The Government Unit acknowledges that the Authority has financed the Loan with the issue of the Authority's tax-exempt revenue bonds (the “Authority Bonds”). The Government Unit agrees to take such steps as are reasonably requested by the Authority in order to preserve the tax-exempt status of the Authority Bonds including, but not limited to, the following: (i) to pay to the

Authority such amount, not exceeding the Government Unit's investment earnings on the Proceeds, as may be required to satisfy the Authority's obligation to pay rebate to the United States pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"); (ii) to the extent feasible, to limit the investment of the Proceeds, together with any earnings thereon, to such interest rate or to such investments as the Authority may specify from time to time in writing; and (iii) to repay to the Authority the Proceeds upon its written request, together with any earnings thereon, in exchange for other moneys with are not subject to investment restrictions or which are subject to lesser restrictions.

(d) The Government Unit shall repay to the Authority the unexpended balance in any account established pursuant to Section 5(a) hereof on or before May 15, 2026 or thereafter shall invest such unexpended balance in accordance with the directions of the Authority in order to assure compliance with the applicable provisions of the Code.

6. Prepayment of Loan. The Authority shall have the right to cancel all or any part of its obligations hereunder and the Government Unit shall be obligated to repay all of the Proceeds previously disbursed to it which remain unexpended, together with any earnings on the Proceeds, upon the Authority's request if: (a) any representations made by the Government Unit to the Authority in connection with its application for Authority assistance shall be incorrect or incomplete in any material respect; or (b) the Government Unit is in (i) default of any of its obligations hereunder to make payments on the Municipal Bonds as and when the same shall become due and payable or (ii) in default of any other covenant or agreement on its part contained herein and such default shall continue for thirty (30) days after written notice from the Authority specifying the default and requesting that the same be remedied.

In addition to the foregoing provisions, the Government Unit may prepay the Loan upon thirty (30) days written notice to the Authority. Except as expressly provided herein, all prepayments shall be without penalty.

The Government Unit shall remain liable after any prepayment for the unpaid principal on the Municipal Bonds. Any prepayment shall be applied to the installments of principal due in inverse chronological order.

7. Tax Covenants. The Government Unit shall not take, or permit to be taken, any action or actions that would cause any of the Authority's Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code, or that would otherwise cause interest on the Authority Bonds to be included in gross income of the recipient thereof for the purpose of federal income taxation.

8. Any notices to be delivered under this Loan Agreement shall be effective upon receipt and shall be given by certified mail, return receipt requested to:

As to the Authority:

Matthew R. Horan, Treasurer
Massachusetts Water Resources Authority
Deer Island
33 Tafts Avenue
Boston, MA 02128

As to the Government Unit:

Johanna McCarthy, Treasurer
Town of Milton
525 Canton Ave.
Milton, MA 02186

9. Severability. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of the Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

10. Counterparts. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

11. No Waiver. No waiver by either party of any term or conditions of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

12. Integration. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between parties hereto in respect hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)

MASSACHUSETTS WATER RESOURCES AUTHORITY

Attest:

Kristin MacDougall, Assistant Secretary By: _____

Matthew R. Horan, Treasurer

(SEAL)

TOWN OF MILTON, MASSACHUSETTS

Attest:

Susan M. Galvin, Town Clerk By: _____

Nicholas Milano, Town Administrator

By: _____
Johanna McCarthy, Treasurer



The Trustees
200 High Street, 4th Fl
Boston, MA 02110
tel 617.542.7696
thetrustees.org

Town of Milton Selectboard
525 Canton Avenue
Milton, MA 02186

October 1, 2024

Dear Members of the Selectboard,

Historic New England was granted funding in 2021 to acquire the Jeffries property (1268 Canton Avenue) as part of the Eustis Estate. As a condition of this funding, Historic New England is required to transfer a Conservation Restriction (CR) to the Trustees of Reservations (The Trustees). The Trustees is pleased to hold the CR on the property and partner with Historic New England on land protection in the town.

Contiguous to Blue Hills Reservation and the Neponset River Reservation, the perpetual Jeffries CR is 54 acres in size and includes a variety of wildlife habitats. The property is also one of the highest-ranking parcels for climate resiliency in the Town of Milton according to Mass Audubon's MAPPR2.0 Tool. Limited passive recreation will be permitted in the CR including trail maintenance and creation. Major building construction and subdivision of the land are some of the uses prohibited in the CR.

The document has been reviewed and vetted by The Trustees, Historic New England and EEA. All entities have agreed to the document language and are requesting signatures from the Selectboard in order to record the document at the Registry and close out the project.

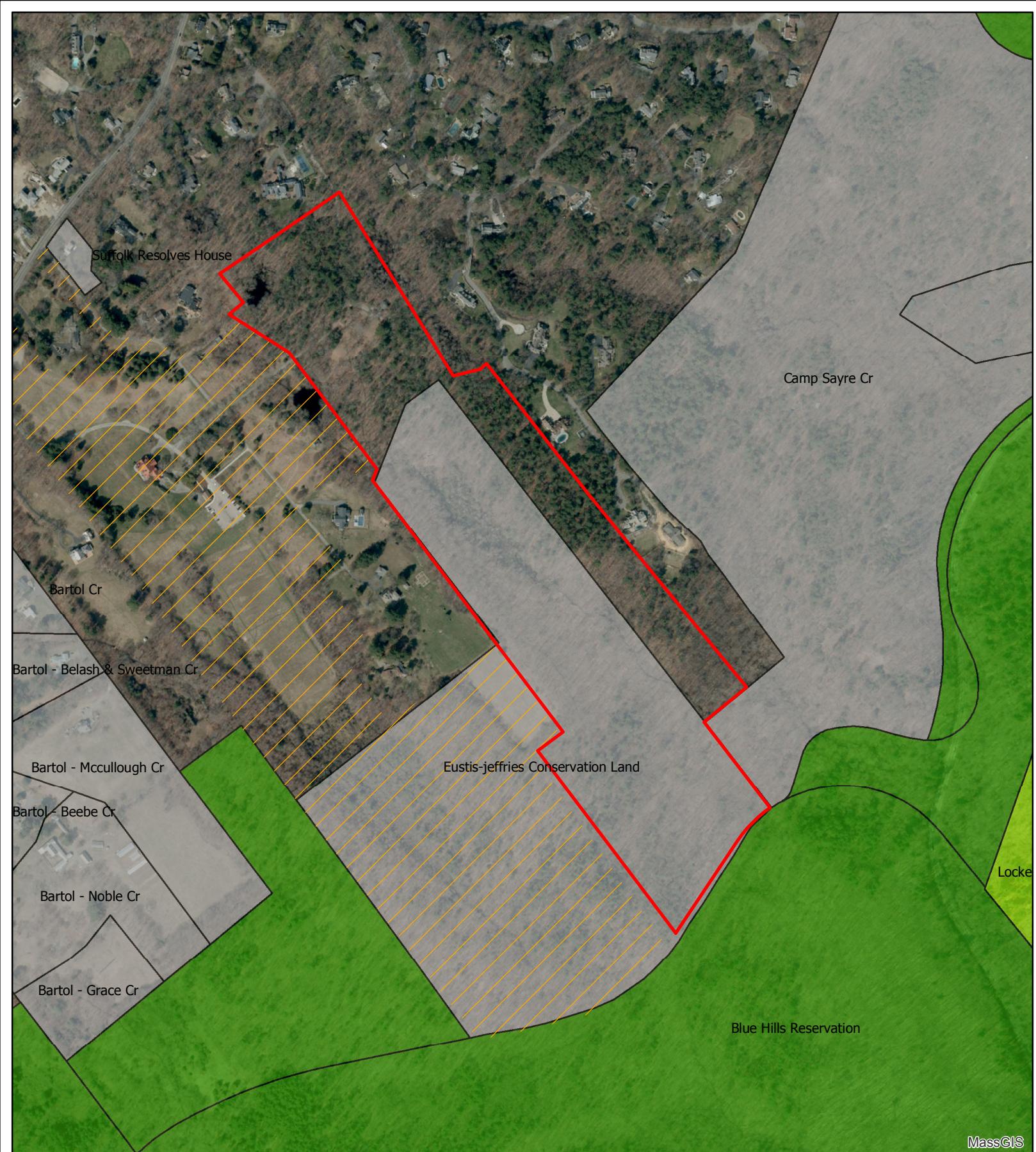
In the Commonwealth of Massachusetts, the Selectboard is required to sign CRs before they are recorded to verify they are in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Please let me know if you have any questions. Thank you for your time.

Sincerely,

Marianne Iarossi

Marianne Iarossi, AICP
Land Conservation Specialist
The Trustees of Reservations



Jeffries CR 
Eustis Estate 
Town of Milton 
July 2024

- Public or Nonprofit Conservation Lands 
- Institutional, Other (may not be protected) 
- Trustees-held CRs 
- CRs and APRs 

Miles 0 0.05 0.1 0.2



GRANTOR: Society for the Preservation of New England
Antiquities d/b/a Historic New England

GRANTEE: The Trustees of Reservations

ADDRESS OF PREMISES: **1268 Canton Avenue,
Milton, Massachusetts**

FOR GRANTOR'S TITLE SEE: Norfolk County Registry of
Deeds at Book 39911, Page 195.

CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

The Society for the Preservation of New England Antiquities, Inc. d/b/a Historic New England, a Massachusetts non-profit corporation, with an address of 141 Cambridge Street, Boston, Massachusetts 02114, being the sole owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to The Trustees of Reservations, a Massachusetts charitable corporation, having an address of 200 High Street, 4th Floor, Boston, Massachusetts, 02110, its permitted successors and assigns ("Grantee"), for charitable consideration as this conveyance is to be considered and characterized as a gift, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Milton containing a 54.1057 +/- acre portion of a 54.1233-acre +/- parcel of land ("Premises") which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B (the "Plan"), both of which exhibits are attached hereto and incorporated herein.

A portion of the Premises, shown as "Lot A-2" on said Plan is encumbered by a conservation restriction recorded in Book 5558, Page 39 on December 29, 1978 at the Norfolk Registry of Deeds; this Conservation Restriction is intended to further restrict Lot A-2. For any particular act or activity, the more restrictive of that conservation restriction and this conservation restriction shall apply.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its

natural, scenic, or open condition, available for forestry use and passive outdoor recreational use and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of the abutting property of Grantor commonly known as the Eustis Estate, and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including a portion of such Eustis Estate, the 6,000-acre Blue Hills Reservation, and the Neponset River Reservation.
- Soils and Soil Health. A majority of the Premises has soils classified as Prime Forestland or Forestland of Statewide Importance by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- Wildlife Habitat. The Premises includes a variety of wildlife habitats, including woodlands, wooded wetlands, a vernal pool, a brook, and riparian corridor, all of which support a variety of plants and animals. In addition, the Premises are adjacent to more than 6,000 acres of protected land, and the protection of the Premises will enhance the habitat values of these nearby protected lands.
- Public Access. Public access to the Premises will be allowed for passive outdoor recreation, as defined in Section III.B.12, below. The trail system on the Premises connects directly to the public trails within the Blue Hills Reservation, and the provision of public access to the Premises both preserves access to the Blue Hills Reservation and augments recreational uses of visitors to the Blue Hills Reservation.
- Habitat Connectivity and Ecosystem Integrity. The Premises includes areas identified by the UMass Conservation Assessment and Prioritization System (CAPS) as having areas among the 50% of the Massachusetts landscape with the highest Index of Ecological Integrity.
- Wetlands and Water Quality. The vernal pool, brook, and surrounding wooded wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws). In addition, the preservation of these wetland resources and surrounding uplands helps preserve the water quality of Pine Tree Brook and the Neponset River.
- Working Farmland and/or Forest Land. The protection of the Premises will ensure that the forest contained on the Premises will be available for continued forestry that is consistent with the Purposes.

- Climate Change Resiliency. The Premises have been identified as a medium priority for protection to help ensure the Massachusetts landscape and its habitats are resilient to the impacts of climate change according to the Massachusetts Audubon Society's MAPPR2.0 Tool. The Premises are one of the highest ranking parcels for climate resiliency in the town of Milton.
- Consistency with Clearly Delineated State and Local Governmental Conservation Policy.
 - Preservation of the Premises is consistent with Massachusetts' 2015 State Wildlife Action Plan which identifies vernal pools, riparian forests, and small streams as important habitats which support Massachusetts' broad biotic community.
 - Preservation of the Premises is consistent with the Town of Milton's most recently completed Master Plan (2015), which calls for (a) the utilization of conservation restrictions and (b) partnering with The Trustees of Reservations and Historic New England as means of preserving the town's natural features (1.1.2, Page 71).
- Historic and Archaeological Resources. Conservation and appropriate management of the Premises has an important public benefit by preserving historic and archeological resources within the Premises. The Premises abut the Eustis Estate, an historic property owned and managed by the Grantor. Protection of the Premises preserves the historic, bucolic setting of the Eustis Estate for the visiting public.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;

5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all as necessary to prevent, control, and manage hazards, disease, insect or fire damage or risk, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);

2. Non-native, Hazardous, or Invasive Species. Removing non-native or invasive species or individual trees which pose a hazard to health or safety, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that all such activities shall be no less than one hundred (100) feet from any vernal pool, brook, or other wetland or from any boundary of the Premises with an owner other than Grantor;
4. Natural Habitat and Ecosystem Condition. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Indigenous Cultural Practices. With prior written approval of the Grantee, allowing Indigenous peoples to:
 - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
 - b. Harvest plant-life for non-commercial purposes using sustainable methods, including regrowth and replanting to ensure sustainable populations for traditional cultural practices.
6. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee, provided however that such reviews may be conducted concurrently and that any proposed changes arising from either review be communicated among all the parties so they may be addressed in ongoing reviews. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
7. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, including replacement of any bridges, boardwalks, and culverts, as documented in the Baseline Report or thereafter constructed pursuant to this Paragraph III.B.7.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results

in trails that are no more than six (6) feet in width, with a treadway of no more than six (6) feet.

c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;

8. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, the historic importance and context, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;

9. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments for uses of the property otherwise allowed herein, and the use of motorized vehicles as may be necessary to carry out the other Permitted Acts and Uses for which motorized vehicles may be appropriate, such as Forest Management, Vegetation Management, Trail Maintenance and Construction, and Natural Habitat and Ecosystem Condition.

10. Roadways. Maintaining, repairing, and replacing the Eustis Estate Access Driveway, Barn Driveway, and Main Trail (together "Roadways") as identified in Exhibit D, and using said Roadways by Grantor and, as permitted by Grantor, by the residents of properties abutting the Premises or the Eustis Estate, as a means of access into the Eustis Estate and abutting properties, provided, however, that no new bituminous paving shall be allowed on the Premises.

11. Existing Barn. Using, maintaining, repairing, and replacing the barn, as identified in the Baseline Report ("Barn"), within the same footprint and substantially the same size of the existing barn, including the installation, maintenance, repair and replacement of electrical, internet, and telephonic service to the Barn, and storing equipment related to the care and use of the Premises within and in the immediate vicinity of the Barn, and removal of animals posing a threat to the Barn or its contents.

12. Outdoor Passive Recreational and Educational Activities. Hiking, horseback riding, bicycling, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;

13. Forest Management. Forest management activities, together with the related use of motorized vehicles for private or commercial purposes ("Forestry Activities"), provided however that:

- All Forestry Activities are carried out in accordance with the terms of the Forestry Standards, attached hereto as Exhibit C; and
- Except as otherwise provided in this Paragraph III.B.13, no Forestry Activities may occur on the Premises until a Forest Management Plan, defined in Exhibit

C section 7, has been prepared by Grantor and submitted to the Grantee, the Massachusetts Department of Conservation and Recreation (“DCR”) or appropriate successor agency, and to any other required state agencies for their approval.

- c. Harvesting Limited Hardwood. The sustainable cutting of trees, not to exceed 5 cords per year or equivalent volume, shall not require a Forestry Plan, provided that any cutting, other than that conducted pursuant to that certain License Agreement granted by Grantor to Peter Jeffries on September 30, 2021, for a maximum term of six years, shall comply with the forestry BMP Manual defined in Exhibit C.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval.

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than forty-five (45) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.

2. **Grantee Review.** Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within forty-five (45) days of receipt of Grantor's request, provided however that Grantee may extend this period to sixty (60) days from receipt of request by notifying Grantor of such extended period within thirty (30) days of receipt of such request. Grantee's approval shall only be granted upon showing that the proposed activity will not materially impair the Purposes or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party. Grantee's failure to respond within forty-five (45) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. **Enforcement.** The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. **Notice and Cure.** In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. **Reimbursement of Costs and Expenses of Enforcement.** Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking

reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises or abutting land of the Grantor or the Commonwealth resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

The Grantor hereby grants access only to the established Roadways and trails on the Premises, as shown in the Baseline Report and as they may be modified from time-to-time, to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.12. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses that pose a public safety concern, use and activities of the Premises not authorized in Paragraph III.B.12, or that could result in a violation of this Restriction. The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for the purposes described in Section 17C

of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official (“Secretary”), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor’s and Grantee’s Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee’s Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee’s property right will be determined as of the date of termination, release, or extinguishment.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Milton and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: SPNEA dba Historic New England
151 Essex Street
Haverhill, MA 01832

To Grantee: The Trustees of Reservations
Attn: CR Stewardship Program
200 High Street, 4th Floor
Boston, MA 02110

and

The Trustees of Reservations
Attn: CR Stewardship Program
464 Abbot Avenue
Leominster, MA 01453

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises including, but not limited to, that certain Conservation Restriction on the Lot A-2 portion of the Premises, which is more particularly referenced in the second paragraph of Section I, Preamble, of this Restriction.

F. Included herein are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval of Milton Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. Attached hereto and incorporated herein by reference are the following:

Exhibits:

Exhibit A: Legal Description of Premises

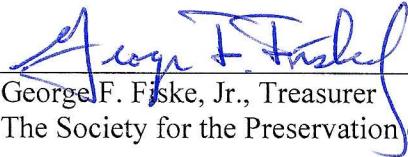
Exhibit B: Reduced Copy of Recorded Plan of Premises

Exhibit C: Forestry Standards

Exhibit D: Plan marked to show relevant described portions of Roadways

WITNESS my hand and seal this _____ day of _____, 2024,

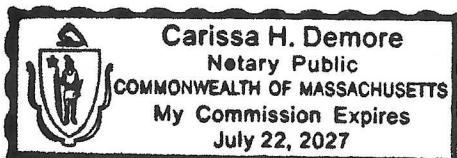

_____, duly authorized
L. Vincent Cipolla, President and CEO
The Society for the Preservation of New England Antiquities, Inc. d/b/a Historic New England


_____, duly authorized
George F. Fiske, Jr., Treasurer
The Society for the Preservation of New England Antiquities, Inc. d/b/a Historic New England

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 10th day of July, 2024, before me, the undersigned notary public, personally appeared L. Vincent Cipolla and proved to me through satisfactory evidence of identification which was Personally Known to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



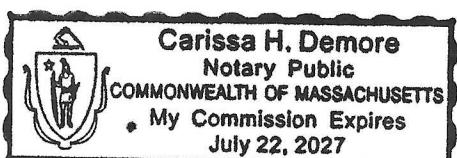


Notary Public
My Commission Expires: July 22, 2027

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 18th day of July, 2024, before me, the undersigned notary public, personally appeared George F. Fiske, Jr. and proved to me through satisfactory evidence of identification which was Personally Known to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.





Notary Public
My Commission Expires: July 22, 2027

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from The Society for the Preservation of New England Antiquities, Inc. was accepted by The Trustees of Reservations this 6th day of August, 2024.

By: K. Theoharides
Kathleen Theoharides

Its: President and CEO, duly authorized

By: Brian Therrien
Brian Therrien

Its: Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss:

On this 6th day of August, 2024, before me, the undersigned notary public, personally appeared Kathleen Theoharides, and proved to me through satisfactory evidence of identification which was Suffolk 10/Marvin's to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose in her foregoing capacity.

M. Hall
Notary Public
My Commission Expires:



MIMI HALL
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
December 6, 2030

APPROVAL OF TOWN OF MILTON SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Milton, hereby certify that at a public meeting duly held on _____, 2024, the Select Board voted to approve the foregoing Conservation Restriction from The Society for the Preservation of New England Antiquities, Inc. dba Historic New England to The Trustees of Reservations in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF MILTON SELECT BOARD

Arthur J. Doyle

Michael F. Zullas

Richard G. Wells, Jr.

Erin G. Bradley

Roxanne Musto

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence of identification which was _____ to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Select Board Members.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from The Society for the Preservation of New England Antiquities, Inc. dba Historic New England to The Trustees of Reservations has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2024

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, as she is the Secretary of Energy and Environmental Affairs and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose in her foregoing capacity.

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The Premises subject to this Conservation Restriction is a 54.1057 +/- acre area of 6 parcels of land located in the Town of Milton, Norfolk County, Commonwealth of Massachusetts, together containing a total of 54.1233 +/- acres, shown as "Lot A-1", "Lot A-2", "Lot A-3", "Lot A-4", "Lot A-5", and "Lot A-6", but excluding the area of said Lot A-3 containing 767 ± square feet and shown as "Fence Area", on a plan of land entitled "Plan of Land in Milton, MA", dated April 2, 2024, prepared by Hancock Associates, and recorded in the Norfolk County Registry of Deeds in Plan Book _____, Plan _____. A reduced copy of said plan is attached hereto as Exhibit B.

Street Address: 1268 Canton Avenue, Milton, Massachusetts

EXHIBIT B

Reduced Copy Plan of Premises

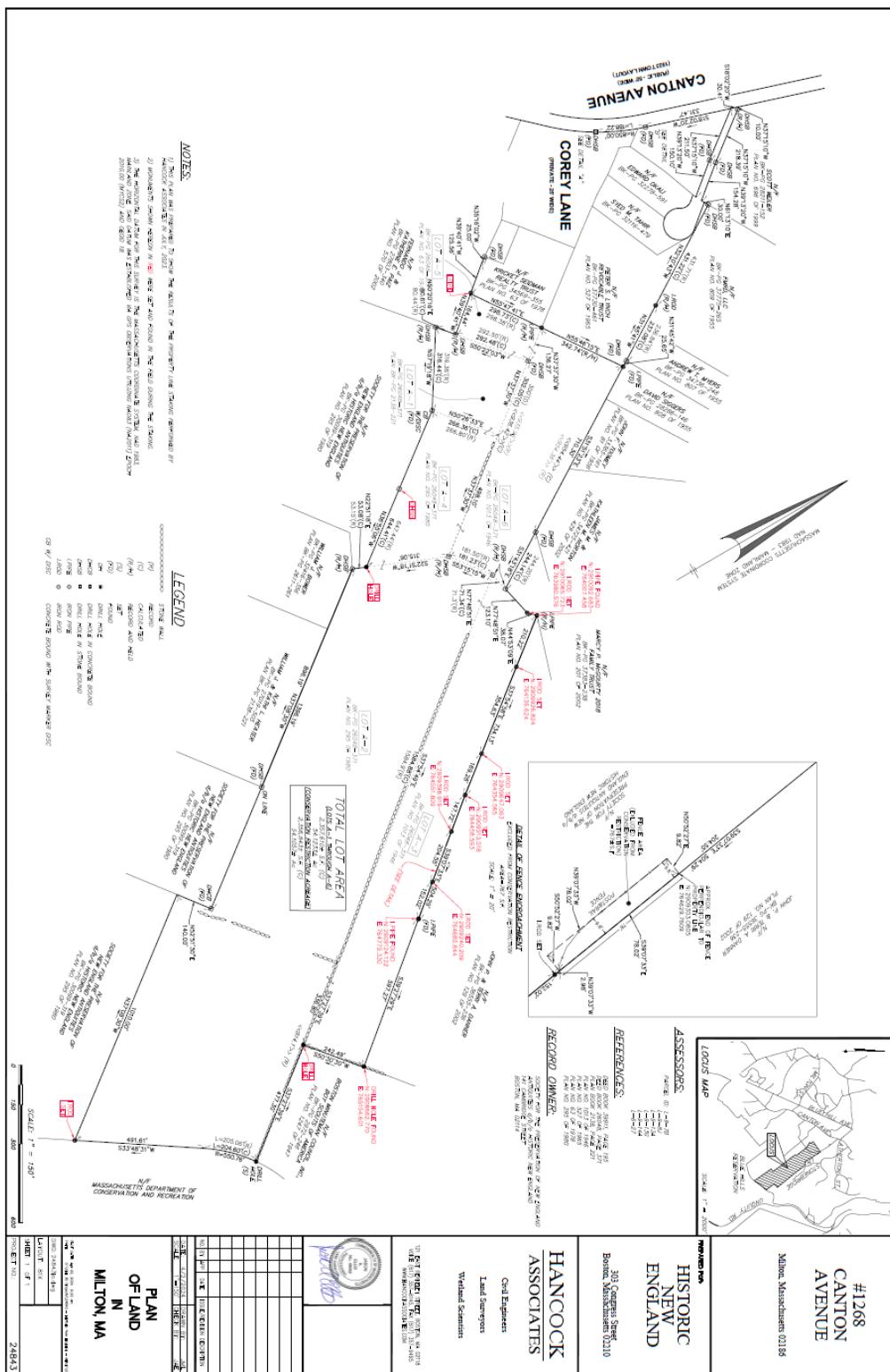


EXHIBIT C

Forestry Standards

Any and all Forestry Activities as defined in paragraph III.B.13, carried out on the Premises must be conducted in full compliance with the following standards.

1. All Forestry Activities, including any removal, destruction, alteration, or addition of living or dead vegetation, but excluding any activities otherwise directly permitted in this Conservation Restriction shall be carried out in accordance with a written Management Plan as defined in Section 7 of these Forestry Standards, provided however, that any such plan that is already approved at the time of this grant and is otherwise consistent with Section 7, may remain in effect for the duration of its stated term at the date of recording of this conservation restriction, without renewal or resubmission.
2. All Forestry Activities shall be carried out in accordance with all required and recommended practices in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish, & Kittredge, 2014) ("BMP manual") or such successor document(s) as become available from time to time provided, they are agreed to in writing by both Grantor and Grantee.
3. There shall be no high grading or liquidation logging. The term "high grading" means the removal of the most commercially valuable trees, leaving residual stands composed of trees of poor condition /and or species of lesser commercial value, through which the forest may become depleted over time of the best genetic growing stock. The term "liquidation logging" means the removal of trees with little or no regard to most responsible silvicultural principles.
4. There shall be no Christmas tree farming, nursery operations or other types of plantation forestry conducted on the Premises. The term "plantation" or "plantation forestry" shall mean a forest stand comprised primarily of one or a few tree species which have been intentionally planted or seeded.
5. The Grantor may repair or reconstruct existing logging roads and skid trails necessary for forestry management with the written approval of the Grantee, provided that Grantor shall describe all such roads and associated improvements in the Management Plan described in Section 8, below. Such improvements shall only be constructed if Grantor demonstrates that:
 - a. such maintenance is consistent with the Purposes of this Conservation Restriction;
 - b. road improvements are reasonably necessary to provide reasonable access to the Premises for forestry and the system of existing maintained roads is not adequate; and
 - c. any such road improvements do not significantly impair long-term surface water quality, recreational benefits to the public, wildlife habitat, rare species, exemplary natural communities, and the biodiversity conservation values or interests of the Premises.

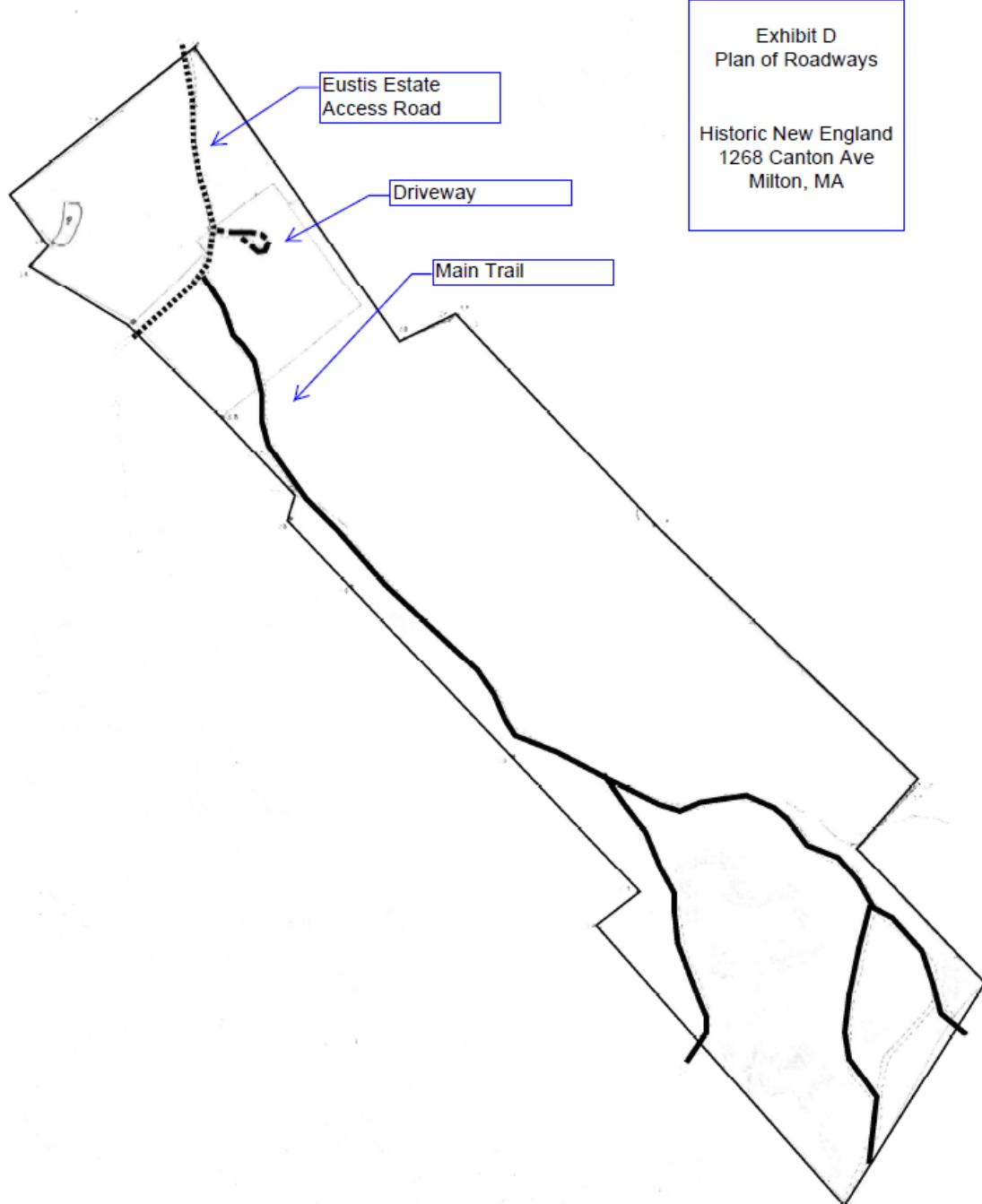
6. No less than 30 days prior to any Forestry Activities including the harvest of 10,000 board feet or more, Grantor shall notify Grantee of such planned harvest and shall provide Grantee with a certification that its planned harvest activity is consistent with the Conservation Restriction and the Management Plan, together with a copy of any forest cutting plan and other pertinent documents. In addition, at the time any such forest cutting plan is presented to a state reviewer, a copy of this Conservation Restriction shall be provided to the reviewer together with that plan.
7. The Management Plan referenced in section 1, above, shall govern all Forestry Activities on the Premises and no such activities may occur until such Management Plan has been approved in writing by Grantee.
 - a. Grantor shall prepare a Management Plan and submit it to Grantee for review and approval prior to engaging in any Forestry Activities on the Premises.
 - b. All aspects of the Management Plan shall be prepared by a professional forester, licensed by the Commonwealth of Massachusetts.
 - c. The Management Plan may be a Massachusetts Forest Stewardship Plan and shall, at a minimum, include the following:
 - i. Grantor's forest management objectives;
 - ii. Forest stand descriptions with detailed descriptions and locations shown on a USGS topographic or similar map;
 - iii. Descriptions and mapped locations of the units into which the Premises will be divided by the Grantor for management purposes;
 - iv. Descriptions and mapped locations of existing roads and skid trails, including construction details such as water bars and other erosion control methods;
 - v. Description and mapped locations of key natural features of the Premises, including wetlands, streams, and rare species habitats;
 - vi. Description of stand management history; occurrences of disease insect infestation, fires and storm effects based on best available knowledge; and
 - vii. A copy of this Conservation Restriction as an exhibit to the Management Plan.
 - d. The Management Plan shall take into consideration the Purposes and all other terms of this Conservation Restriction and shall, at a minimum, include the following as objectives:
 - i. Maintaining existing forest ecosystem functions and maintaining or creating forests composed of naturally occurring communities, adapted to the Northeast Region of North America, as they may evolve over time with climate alteration or other natural changes in speciation and adaptation.;
 - ii. Maintaining biological diversity, native plant and animal species, and the ecological processes that support them.
 - iii. Maintaining soil productivity, preventing erosion, protecting or enhancing water quality, and conserving wetlands and riparian zones.
 - iv. Preventing and/or controlling the infestation of invasive plants and animals on the Premises;
 - v. Minimizing the impacts of roads and utilities on the conservation values of

the Premises; and

- vi. Leaving slash and standing and downed dead trees on the Premises, unless they are a safety hazard to the public, foresters or loggers or are being used for another purpose (e.g. firewood).

EXHIBIT D

Plan marked to show relevant described portions of Roadways



APPROVAL OF TOWN OF MILTON SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Milton, hereby certify that at a public meeting duly held on _____, 2024, the Select Board voted to approve the foregoing Conservation Restriction from The Society for the Preservation of New England Antiquities, Inc. dba Historic New England to The Trustees of Reservations in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF MILTON SELECT BOARD

Richard. G. Wells, Jr.

Roxanne F. Musto

John C. Keohane

Erin G. Bradley

Benjamin D. Zoll

COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence of identification which was _____ to be the people whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Select Board Members.

Notary Public
My Commission Expires:

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

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

Name: Charles Bosworth Date: 9-4-24
Address: [REDACTED] Home Phone: _____
Email: [REDACTED] Cell Phone: [REDACTED]
Registered Voter in Milton: VS Precinct: _____

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

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

General Government - Select Board

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

General Government - Town Moderator

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

Finance - Select Board

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

Community Advocacy - Select Board

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

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

Land Use and Conservation - Select Board

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

General Government - Select Board and Planning Board

Master Plan Implementation Committee

General Government - Select Board and Town Moderator

School Building Committee

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

40 years in civil construction industry

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

I have worked with many conservation boards
over the past 40 years

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

a. Twice Weekly
b. Weekly
c. Twice Monthly
d. Monthly

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

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

No

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

No

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

No

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

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

OCCASIONALLY we have projects in Milton that engage with the ConCom

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

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

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

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

Applicant Signature: Chris R

Date: 9-4-24

Official Use Only:

Date of Application _____
Acknowledgement: _____ Date Appointment Letter Sent: _____

Method of
Acknowledgement: _____ Method of
Acknowledgement: _____

No Openings at this time: _____ Date Committee Chair Notified: _____

Appointing Authority: Select Board Planning Board Town Moderator

Board/Committee/Commission: _____

Appointment Date: _____ Term: _____

DRAFT
UPDATED ON 10-16-24

Select Board Meeting Minutes

Meeting Date: 9/10/2024

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

Meeting Location: Council on Aging – Hybrid

Time Meeting called to Order: 7:04PM

Time Meeting Adjourned: 8:46PM

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

Chair Wells called the meeting to order at 7:04PM and led the Pledge of Allegiance.

Chair Wells requested a Moment of Silence in honor of the brave men and women lost during the terrorist attacks that took place 23 years ago on September 11, 2001.

- 3. Public Comment**

No public comment.

- 4. Discussion/Approval – Milton Glows Gold Proclamation**

Ms. Calece Johnson joined the meeting to promote “Milton Glows Gold” in recognition of the Michael McHugh Foundation and Childhood Cancer Awareness Month in September.

The Jumping Jack Challenge is back for 2024!

Jump, alone or with friends to raise awareness and funds to support families whose lives were permanently impacted by **cancer**. Please register and commit to your goal of jumping jacks for the month of September and help fuel the goal of reaching 15,780 jumping jacks, one for every child diagnosed with **cancer** each year.

The Members applauded Ms. Johnson and the MCM Foundation for their hard work and dedication.

Chair Wells read the Milton Glows Gold Proclamation. Chair Wells moved to approve the proclamation designating September 27, 2024 as ‘Milton Glows Gold’ Day in honor of Michael McHugh. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the proclamation.

KEOHANE: YES

BRADLEY: YES

MUSTO: YES
ZOLL: YES
WELLS: YES

5. Discussion/Update/Approval – Design for Wharf Park Improvements; Support for application for Community Preservation Act funding

Mr. Scott McKay and Mr. Bill Madden joined the Select Board to present the design proposal for Wharf Park and seek the Members' approval for their application to the Community Preservation Committee for additional funding.

Mr. McKay is a former Park Commissioner, and he currently serves on the Board of the Milton Farmers Market and the Friends of Milton Recreation. Mr. Madden is a Landscape Architect with Gregory Lombardi Design and a member of the Shade Tree Advisory Committee.

Mr. McKay and Mr. Madden provided a brief history of the park and shared how the redevelopment project came to light. They expressed their appreciation to the Milton community for their support. Milton residents were happy to provide their input on the designs and which plan the community favored.

Following the presentation, Mr. McKay and Mr. Madden fielded questions from the Members. The Select Board members thanked Mr. McKay and Mr. Madden for taking the lead on this project.

Ms. Musto moved to approve the concept design for the Wharf Park Improvements and support the application for additional funding from the Community Preservation Committee. The motion was seconded by Mr. Keohane. The Board voted unanimously by roll call (5-0) to approve.

ZOLL: YES
MUSTO: YES
BRADLEY: YES
KEOHANE: YES
WELLS: YES

6. Discussion/Approval – Comment letter on Massport's 2022 Environmental Status and Planning Report for Logan Airport

Ms. Kathleen Conlon, Chair of the Airplane Noise Advisory Committee joined the Board via ZOOM to provide a progress report on the Committee's work and outline the comment letter.

Following a brief discussion, Ms. Musto moved to approve the Comment letter on Massport's 2022 Environmental Status and Planning Report for Logan Airport. The motion was seconded by Mr. Keohane. The Board voted unanimously by roll call (5-0) to approve the comment letter.

MUSTO: YES
BRADLEY: YES
KEOHANE: YES
ZOLL: YES
WELLS: YES

Ms. Conlon expressed her appreciation to Chris Hart and Andrew Schmidt for their dedication and service to the Airplane Noise Advisory Committee. Mr. Hart and Mr. Schmidt have recently resigned. Ms. Conlon encouraged residents interested in serving on the Airplane Noise Advisory Committee to submit a volunteer application to the Select Board office.

7. Discussion/Approval – Request for Expressions of Interest for 525 Adams Street (East Milton Fire Station)

Mr. Milano, the Town Administrator, outlined the Request for Expression of Interest (REOI) for the East Milton Fire Station located at 525 Adams Street.

A Request for Expressions of Interest (REOI) is used to gauge interest, solicit feedback, and refine project visions. The Town's goals for this site are reuse and redevelopment to complement East Milton Square.

Mr. Milano noted that the Fire Station Building Committee approved the fire station design to go out for bid later this Fall. The Committee anticipates construction beginning next Spring and vacating the current station in late 2025.

Ms. Musto moved to approve releasing the Request for Expressions of Interest for 525 Adams Street (East Milton Fire Station). The motion was seconded by Mr. Keohane. The Board voted unanimously by roll call (5-0) to approve.

KEOHANE: YES
BRADLEY: YES
MUSTO: YES
ZOLL: YES
WELLS: YES

Mr. Milano provided an update on the old fire station headquarters. The contractors are completing some final touches before an occupancy permit can be granted to the Town. Once that step is complete, the insurance policy will need to be updated. IT is working to outfit the rooms, so they are available to use for meetings. MATV has been coordinating with vendors to prepare the rooms for live, televised meetings in the future.

Mr. Milano is anticipating that the building will be ready for use at the end of September.

8. Update – Assessment of School Classroom Needs Report

Mr. Keohane, the Select Board Representative for the School Building Committee met with Dr. Peter Burrows, the Superintendent of Schools and Ms. Catherine Blake, the Assistant Superintendent of Finance and Operations on Monday, Sept. 9th to discuss the **Assessment of School Classroom Needs Report**. Mr. Keohane also met with Mr. Sean O'Rourke, Chair of the School Building Committee. He stated that the meetings went well. **Mr. Keohane is currently waiting for a copy of a breakdown prepared by Chair O'Rourke in response to the Assessment of School Classroom Needs Report and presented to the School Building Committee on Monday evening.** Once Mr. Keohane receives Chair O'Rourke's analysis, he will review the documents and share his comments with his colleagues on the Select Board.

Chairs Wells noted that the School Building Authority will be touring the Cunningham School on September 17th. He thanked the School Building Committee for their continued hard work on preparing the request. If approved, Milton could receive 45% reimbursement for an expansion project.

Ms. Bradley and Mr. Zoll shared their concerns regarding the validity of the Assessment of School Classroom Needs Report. Per Mr. Zoll, the report was reviewed and discussed during the School Building Committee meeting on Monday evening. The data was deemed inaccurate/obsolete. Ms. Bradley requested that the Assessment of School Classroom Needs Report be included on a future Select Board agenda for further discussion.

9. Discussion/Update – Home Rule Petition for a Senior Means-Tested Property Tax Exemption

Mr. Milano, the Town Administrator, provided an overview of the proposed Circuit Breaker Tax Exemption for Milton's Senior Citizens.

A circuit breaker reduces property taxes in excess of a threshold percentage of a taxpayer's income.

The proposal will need to be approved by Town Meeting Members and if approved, filed as a home rule petition in the MA State Legislature. At a future meeting, the Select Board will need to determine a residency requirement and the exemption amount. Mr. Milano expressed his appreciation to Nick Connors, the Assistant Town Administrator for taking the lead on this initiative.

10. Discussion/Approval – Bond Anticipation Notes for Water Main Improvements

Ms. Johanna McCarthy, the Town Treasurer joined the meeting and presented the Bond Anticipation Note to the Select Board. Ms. McCarthy noted that a successful Bond Auction was held on September 10, 2024. Oppenheimer & Co (Cede & Co). provided the winning bid with a net interest of 4.979%. The award amount: \$989,692.00. The Bond Anticipation Note is needed

for Water Main Improvements. Funding from the MWRA will not be available until later this Fall. This 90-day note will act as a bridge until funding is released.

Chair Wells moved to award the \$989,692 Town of Milton, Massachusetts Bond Anticipation Notes dated September 18, 2024 and maturing December 18, 2024 to Oppenheimer & Co (Cede & Co) at a net interest cost of 4.979%. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to approve the Bond Anticipation Note.

KEOHANE: YES

BRADLEY: YES

MUSTO: YES

ZOLL: YES

WELLS: YES

At 8:26PM, the Board had a quick recess to sign documents related to the Bond Sale. The Board reconvened at 8:29PM.

11. Discussion/Approval – One-Day Liquor Licenses

- a. M.M.B. Wakefield Arboretum, 1455 Brush Hill Road:
 - i. i. NAOM Tree Climbing Championships -Saturday, October 5, 2024 10AM- 4PM
 - ii. ii. Octoberfest – Saturday, October 26, 2024 2PM-5PM
- b. Catholic Parishes of the Blue Hills – St. Pius X Parish, 101 Wolcott Road
 - i. Designer Purse Bingo – October 5, 2024 6 pm – 9:30 pm
- c. Historic New England – Eustis Estate – 1424 Canton Ave.
 - i. Museum as Muse - Panel Discussion: Tuesday, September 24, 2024, 6pm-8pm

Ms. Musto moved to approve the One Day Liquor Licenses listed on the agenda. The motion was seconded by Mr. Keohane. The Board voted unanimously by roll call to approve the one-day licenses.

BRADLEY: YES

KEOHANE: YES

ZOLL: YES

MUSTO: YES

WELLS: YES

12. Discussion/Approval – Meeting Minutes - August 6, 2024

Mr. Zoll requested a clarification to the following sentence relative to the discussion on item #5, pages 5 and 6.

“Chair Wells restored decorum when an exchange of views became heated due in part to difficulties with the platform.”

Ms. Bradley moved to approve the amended meeting minutes dated August 6, 2024. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call to approve the amended meeting minutes.

MUSTO: YES

BRADLEY: YES

KEOHANE: YES

ZOLL: YES

WELLS: YES

13. Town Administrator’s Report

Mr. Milano provided updates from around town.

Mr. Milano and his son attended the Library Open House on September 5th. They spent time reading good books and enjoying food truck fare.

On September 9th, he attended the State of the Library Presentation hosted by Mr. Adamczyk, the Library Director and the Library Trustees. Mr. Adamczyk highlighted Milton Public Library’s successes, challenges and future goals.

Mr. Milano attended the Fire Station Building Committee meeting on Sept. 9th. Plans for the new East Milton station were discussed as well as the future of the existing station at 525 Adams St.

Mr. Milano thanked the Chamber of Commerce and the Milton Art Center for hosting the “Back to Business” event on Sept. 6th in East Milton Square.

The Council on Aging will be hosting their fall fundraiser on Saturday, October 5th.

The Milton Health Department will be hosting a forum on October 30th related to the Opioid Settlement funds.

Chase Berkeley, the DPW Director will be leaving Milton at the end of September. He will be the Chief of Operations for Boston Water and Sewer Commission. Mr. Milano expressed his appreciation to Mr. Berkeley for his commitment and dedication. He has been a great steward of the Town and will be missed.

Earlier this summer, the Town wished Deputy Chief O’Neil well on his pending retirement. In the interim, the Town has made some changes to the Department. The Town reached an

agreement with the Superior Officers Association to reduce the department by one Lieutenant and creating two Deputy Chief positions. Lt. Michael Collins and Lt. Mark Alba have been promoted to Deputy Chief. Sgt. Brenda Douglas has been promoted to Lieutenant. Patrick Nee has been promoted to Sergeant.

14. Chair's Report

Ms. Bradley requested an update on the new bylaw relative to recordings of Board and Committee meetings. Mr. Milano will reach out to the Municipal Law Unit at the Attorney General's office for a status report.

Chair Wells extended his appreciation to the Milton Art Center and the Chamber of Commerce for hosting the "Back to Business" event on September 6, 2024. It was a great success!

15. Public Comment Response

No public comment

16. Future Meeting Dates:

The Select Board will meet on September 24, 2024 and October 8, 2024.

17. Future Agenda Items

Members will address the following items at future meetings:

Report of the Climate Action Planning Committee
Low Speed Vehicles
School Assessment Report

18. Executive Session – Pursuant to M.G.L. c. 30A, § 21(a)(6) – To consider the purchase, exchange, lease or value of real property (Easements on Jill Kathleen Lane)

At 8:46PPM, Chair Wells moved to enter into Executive Session to consider the purchase, exchange, lease or value of real property located on Jill Kathleen Lane based on my belief that discussion of this matter in open session may have a detrimental effect on the negotiating position of the Select Board. The Select Board will return to Open Session. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call (5-0) to move into Executive Session.

KEOHANE: YES

BRADLEY: YES

MUSTO: YES

ZOLL: YES
WELLS: YES

The Select Board reconvened at 9:09PM.

19. Discussion/Approval – Settlement Agreement and Easements on Jill Kathleen Lane

This matter has been deferred.

20. Adjourn

At 9:10PM, Chair Wells moved to adjourn. The motion was seconded by Ms. Musto. The Board voted by roll call (5-0) to adjourn.

ZOLL: YES
KEOHANE: YES
BRADLEY: YES
MUSTO: YES
WELLS: YES

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

Documents:

Draft Proclamation: Milton Glows Gold

Comments of the Town of Milton on the Boston Logan International Airport 2022 Environmental Status and Planning Report (2022 ESPR)

Whard Park Design Forum 2 by Gregory Lombardi Design

Requests for Expression of Interest for the Purchase/Lease and Redevelopment of the East Milton Fire Station located at 525 Adams Street

One-Day Liquor License Applications:

M.M.B. Wakefield Arboretum, 1455 Brush Hill Road:

- NAOM Tree Climbing Championships -Saturday, October 5, 2024 10AM- 4PM
- Octoberfest – Saturday, October 26, 2024 2PM-5PM

Catholic Parishes of the Blue Hills – St. Pius X Parish, 101 Wolcott Road

- Designer Purse Bingo – October 5, 2024 6 pm – 9:30 pm

Historic New England – Eustis Estate – 1424 Canton Ave.

- Museum as Muse - Panel Discussion: Tuesday, September 24, 2024, 6pm-8pm

Draft Meeting Minutes- August 6, 2024

DRAFT**Select Board Meeting Minutes**

Meeting Date: 9/24/2024

Members in Attendance: Richard G. Wells, Jr., Chair; Roxanne F. Musto, Vice Chair; John C. Keohane, Secretary, Erin G. Bradley, Member; Benjamin D. Zoll, Member, Nick Connors, Assistant Town Administrator and Lynne DeNapoli, Executive Administrative Assistant to the Select Board

Personnel Absent: Nicholas Milano, Town Administrator

Meeting Location: Council on Aging – Hybrid

Time Meeting called to Order: 7:07PM

Time Meeting Adjourned: 8:55PM

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

Chair Wells called the meeting to order at 7:07PM and led the Pledge of Allegiance.

3. Public Comment

Philip Johenning – 23 Parkwood Drive

Mr. Johenning expressed his concern that the Town of Milton is not represented on the Massachusetts Port Authority Advisory Committee. The Town has missed two meetings. He urged the Select Board to appoint a designee and/or representative as soon as possible. Mr. Johenning asked to be considered for this position; he has already submitted a volunteer application.

Michael McCarthy – 22 Hollis Street, Town Meeting Member, Pct. 6 (Zoom)

Mr. McCarthy encouraged the Select Board to schedule a Special Town Meeting in order to support the School Building's request for additional funding for continued design and planning work for the new school project.

4. Discussion/Update - Support for Our Haitian Neighbors

Chair Wells welcomed Chris Navin of Milton Welcoming Haitian Newcomers, Cynthia Guise of Boston Immigration Justice Accompaniment Network, (BJAN), Carline Deisre, of the Association of Haitian Women in Boston and Patrick Gallivan of Milton to the Select Board meeting.

Together, they shared an update on Milton's Haitian community. Topics included: housing, donations and support services in Milton Public Schools. Mr. Navin, Ms. Guise, Ms. Desire and Mr. Gallivan are encouraged by the progress being made in Milton but did state that there is more work to be done.

Their visit followed a rally held on Boston Common on Sept. 24th in solidarity of the Haitian American Communities.

To learn more about how to help, please visit: [International Institute of New England | Home \(iine.org\).](http://International Institute of New England | Home (iine.org).)

5. Recognition – Police Department Promotions of Deputy Chief Mark Alba, Deputy Chief Michael Collins, Lieutenant Brendan Douglas, Sergeant Patrick Nee

Chief John King of the Milton Police Department

congratulated the Officers who were promoted. The promotions followed the retirement of Deputy Chief, James O'Neil this past spring.

Chief King noted that the role of the Police Department has evolved. There are more regulations to adhere to and a broader array of issues to address, so it is critical to have talented leadership in Supervisory positions. He then highlighted the exemplary work of:

Deputy Chief Mark Alba

Deputy Chief Michael Collins

Lieutenant Brendan Douglas

Sergeant Patrick Nee

Deputy Chief Collins and Deputy Chief Alba addressed the recent gunfire on Tucker Street. The incident has been investigated by the Detective Bureau and a suspect is in custody.

6. Discussion/Approval – FY2025 Stormwater Fee

Chase Berkeley, Director of the DPW, joined the meeting to discuss the FY'25 storm water rates. The increase for FY'25 is \$2.61/100 Square Feet of Impervious Surface Area. A summary of rates for single family residential homes is provided below.

Rate Code	(IS) Area sq/ft	\$ SW Fee	Rate Fee sq/ft	\$ SW Fee	Rate Fee sq/ft
		2024	2024	2025	2025
Tier 1	0 – 2,075	44	0.0249	45	0.0261
Tier 2	2,076 – 2,675	59	0.0249	62	0.0261
Tier 3	2,676 – 4,225	81	0.0249	86	0.0261
Tier 4.1	4,226 – 8,365	145	0.0249	153	0.0261
Tier 4.2	8,366 – 15,895	273	0.0249	288	0.0261
Tier 4.3	15,896 +	572	0.0249	605	0.0261

Ms. Bralley moved to approve the FY'2025 stormwater rates. The motion was seconded by Ms. Musto. The Board voted unanimously (5-0) to approve the stormwater rates for FY'2025.

The members expressed their appreciation to Mr. Berkeley for his hard work and dedication to the Town of Milton. Mr. Berkeley has accepted a new position in the City of Boston.

7. Discussion/Update - Report from the Climate Action Planning Committee

Alex Hasha, Chair of the Climate Action Planning Committee, joined the meeting to provide the Select Board with a progress report.

Mr. Hasha reviewed the Committee's Charge as well as the 2021 MA Climate Act.

He highlighted data regarding Milton's Climate Warming Pollutants and Necessary Outcomes for: buildings, transportation, waste and conservation with a target date of 2030 and 2050.

The Climate Action Planning Committee has formed working groups to address emission sources and climate risks. Committee members will engage experts and stakeholders in their discussions and reports.

Mr. Hasha summarized the Committee's Scope of Work and Timeline. He also requested feedback related to near term goals: a budget for a consultant and engagement on review and approval process.

Following his presentation, Mr. Hasha fielded questions from the Members. Topics included: public awareness programs, composting benefits and full -time sustainability personnel.

8. Discussion Approval – One-Day Liquor License applications:

a. Historic New England: Eustis Estate- 1424 Canton Ave.

October 27, 2024 -3PM-5PM, Importance of Being Furnished Exhibition Closing with the History Project

b. Wakefield Charitable Trust -1465 Brush Hill Road

October 4, 2024 – 4PM-8PM, NAOM Climbing Competition

Ms. Bradley moved to approve the one-day liquor license applications: Historic New England: Eustis Estate located at 1424 Canton Ave on October 27, 2024 from 3PM to 5PM for the Importance of Being Furnished Exhibition Closing with The History Project and The Wakefield Charitable Trust located at 1465 Brush Hill Road on October 4, 2024 from 4PM to 8PM for the NAOM Climbing Competition. The motion was seconded by Ms. Musto. The Board voted unanimously (5-0) to approve the one-day liquor licenses.

9. Discussion/Approval – Application from Bao Qiu of the Milton Asian American Pacific Islanders (AAPI) Neighbors Group to Use the Town Green/ Baron Hugo Gazebo on Sunday, September 29, 2024 from 3:30PM-6:30PM for the Mid-Autumn Moon Festival

Ms. Bradley moved to approve the Application from Bao Qiu of the Milton Asian American Pacific Islanders (AAPI) Neighbors Group to Use the Town Green/ Baron Hugo Gazebo on Sunday, September 29, 2024 from 3:30PM-6:30PM for the Mid-Autumn Moon Festival. The motion was seconded by Ms. Musto. The Board voted unanimously (5-0) to approve the application to use the Town Green and Baron Hugo Gazebo.

10. Discussion Approval –Application to Use Manning Park - Milton Chamber of Commerce, 555 Adams Street:

- a. Halloween Stroll – Saturday, October 26, 2024 3PM-5PM**
- b. Holiday Stroll and Tree Lighting – Saturday, December 7, 2024 3PM-5PM**

Chair Wells moved to approve the applications from the Milton Chamber of Commerce to use Manning Park in East Milton for the Halloween Stroll on Saturday, October 26, 2024 from 3PM to 5PM and the Holiday Stroll and tree Lighting on Saturday, December 7, 2024 from 3PM-5PM. The motion was seconded by Ms. Musto. The Board voted unanimously (5-0) to approve the applications to use Manning Park in East Milton for the Halloween and Holiday Strolls.

Mr. Zoll asked if the Town could host a Hanukkah celebration this year? Hanukkah begins on December 25th. Mr. Chair noted that Mr. Milano is looking into purchasing a Menorah for East Milton Square.

11. Town Administrator's Report

Nick Connors, the Assistant Town Administrator, stepped in for Mr. Milano and provided updates from Town Hall.

The Town of Milton is pleased to announce that our electricity supply program, Milton Community Electricity Aggregation (Milton CEA), has been renewed! Milton CEA is a group purchasing program, operated by the Town since 2021, which provides electricity supply options to help residents and businesses manage costs and increase renewable energy use.

Milton's new pricing takes effect with the November 2024 meter read. Milton prices will be lower than Eversource's current residential Basic Service prices. For most customers, no action is needed to receive the new pricing.

Communications from Good Energy will begin this week. The Town will also be posting information on its social media feeds and Town website.

The Town is waiting on the occupancy certification for the “old” Fire Station Headquarters. Once the Town receives the green light, the conference room will be available to use as meeting space. Technology upgrades for this location are in the works.

Mr. Connors noted that the East Milton Square Reconstruction Project was given the ACEC/MA (American Council of Engineering Companies of Massachusetts) Gold Engineering Excellence Award at the Engineering and Public Roadshow on Monday, Sept. 23rd.

12. Chair's Report

Chair Wells noted that the tour of the Cunningham School with the MA School Building Authority, (MSBA) went well. He commended the School Building Committee on their expansion proposal. MSBA will make their decision in December.

Mr. Zoll thanked everyone who participated in Porchfest on Saturday, October 21st. Despite the soggy weather, it was a great success. Milton made Kate Middleton proud!

Ms. Musto congratulated the Milano family on the birth of their son, Nicholas James.

Ms. Musto encouraged residents to participate in Neponset Valley Clean-up on Saturday, September 28th from 9am-12pm.

13. Public Comment Response

No comments.

14. Future Meeting Dates

The Board will meet on Tuesday, October 8, 2024, Tuesday, October 22, 2024

15. Future Agenda Items

Dr. Burrows, the Superintendent of Schools, will be in attendance at the next Select Board meeting.

16. Executive Session – Pursuant to M.G.L. c. 30A, § 21(a)(6) – To consider the purchase, exchange, lease or value of real property (Easements on Jill Kathleen Lane)

At 8:41PPM, Chair Wells moved to enter into Executive Session to consider the purchase, exchange, lease or value of real property located on Jill Kathleen Lane based on my belief that discussion of this matter in open session may have a detrimental effect on the negotiating position of the Select Board. The Select Board will recess and return to Open Session. The motion was seconded by Ms. Musto. The Board voted unanimously by roll call vote (5-0) to move into Executive Session.

KEOHANE: YES

BRADLEY: YES

MUSTO: YES

ZOLL: YES
WELLS: YES

At 8:53PM the Select Board reconvened.

17. Discussion/Approval – Settlement Agreement and Easements on Jill Kathleen Lane

Mr. Connors, the Assistant Town Administrator provided a summary of the proposed Settlement Agreement and Easements.

Ms. Bradley moved to approve the Settlement Agreement and Easements on Jill Kathleen Lane. The motion was seconded by Mr. Zoll. The Board voted unanimously (5-0) to approve the Settlement Agreement and Easements on Jill Kathleen Lane.

18. Adjourn

At 8:55PM, Ms. Musto moved to adjourn. The motion was seconded by Ms. Bradley. The Board voted unanimously (5-0) to adjourn.

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

Documents:

Powerpoint Presentation – Chase Berkeley, DPW Director - Fiscal Year 2025 Stormwater Fee Presentation – Alex Hasha, Chair of the Climate Action Planning Committee

One-day liquor license application: Historic New England: Eustis Estate- 1424 Canton Ave.

October 27, 2024 -3PM-5PM, Importance of Being Furnished Exhibition Closing with the History Project

One-day liquor license application: Wakefield Charitable Trust -1465 Brush Hill Road - October 4, 2024 – 4PM-8PM, NAOM Climbing Competition

Application to Use the Town Green/ Baron Hugo - Bao Qiu of the Milton Asian American Pacific Islanders (AAPI) Neighbors Group

Application to Use Manning Park - Milton Chamber of Commerce, 555 Adams Street:

Halloween Stroll – Saturday, October 26, 2024 3PM-5PM

Holiday Stroll and Tree Lighting – Saturday, December 7, 2024 3PM-5PM