



TOWN OF MILLIS

James J. McCaffrey, *Chair*
Peter C. Jurmain, *Vice Chair*
Erin T. Underhill, *Clerk*

OFFICE OF THE SELECT BOARD

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7040
Fax: 508-376-7053

Michael J. Guzinski
Town Administrator
mjuzinski@millisma.gov

Karen M. Bouret
Operations Support Manager
kbouret@millisma.gov

SELECT BOARD MEETING AGENDA MONDAY, FEBRUARY 8, 2021; 6:30 PM

STATE OF EMERGENCY DECLARATION EFFECTIVE 3/30/20 UNTIL FURTHER NOTICE

TOWN HALL IS CLOSED BUT THIS MEETING WILL BE BROADCAST LIVE ON:
VERIZON CHANNEL 38, COMCAST CHANNEL 11

ZOOM LINK [HTTPS://US02WEB.ZOOM.US/J/8526387223](https://us02web.zoom.us/j/8526387223)

	Topic	Time	Speaker
I.	Call to Order	6:30 PM	Chair McCaffrey
II.	Announcements		
III.	Open Session Scheduled Appointments & Hearings		
21-031	Open Annual Town Meeting Warrant 5/3/21	6:35 PM	J. McCaffrey
21-032	Vaccine/COVID Update	6:40 PM	J. McVeigh
21-033	Approve Pandemic Nursing Services Agreement and Appointment of Temporary Director Pandemic Nursing Services	6:50 PM	J. McVeigh M. Guzinski
21-034	Hearing: Sparhawk Academy Stormwater/Land Disturbance Hearing	7:00 PM	D. Merrikin M. Recos
21-035	PFAS Update – Results from Municipal Well Testing	7:20 PM	J. McKay Kleinfelder
21-036	Approval of Change Order 2 – Kleinfelder PFAS On-Call Support Agreement	7:40 PM	J. McKay
21-037	Discuss 61 A Property – Village Street	8:00 PM	M. Guzinski J. Talerman
IV.	Open Session Agenda Items		
21-038	Approval of Millis Project Smile Campaign		K. Fogarty
21-039	Proposed Key FY22 Budget Items		M. Guzinski
21-040	Tri-Board Meeting Review & Discussion		J. McCaffrey
21-041	Discuss Strategy for Senior Services		J. McCaffrey
21-042	Select Board Schedule for Spring		J. McCaffrey

21-043	Review/Approve Select Board Minutes 1/25/21	J. McCaffrey
V.	Executive Session To consider the purchase, exchange, lease or value of real estate. (61A Parcel Village Street) To conduct strategy sessions in preparation for negotiations with union personnel. (SEIU Contract)	
VI.	Adjournment	

Proposed Upcoming Meeting Schedule

Date	Time	Location
Wednesday, February 10, 2021	9:00 AM	Recorded Via Zoom (Department Budget Presentations)
Thursday, February 18, 2021 <i>Tri-Board Meeting</i>	7:00 PM	Via Zoom
Monday, February 22, 2021	6:30 PM	Via Zoom
Monday, March 8, 2021	6:30 PM	Via Zoom
Monday, March 22, 2021	6:30 PM	Via Zoom
Monday, March 29, 2021	6:30 PM	Via Zoom
Monday, April 12, 2021	6:30 PM	TBD
Monday, April 26, 2021	6:30 PM	TBD
Monday, May 3, 2021	6:30 PM	TBD
Monday, May 17, 2021	6:30 PM	TBD
Monday, June 7, 2021	6:30 PM	TBD
Monday, June 21, 2021	6:30 PM	TBD

21-031

Open Town Meeting Warrant

21-032

Vaccine/Covid Update

21-033

Pandemic Nursing Services Agreement



TOWN OF MILLIS

OFFICE OF THE BOARD OF HEALTH

900 Main Street • Millis, MA 02054

Phone: 508-376-7042

Fax: 978-313-7839

To: Selectboard Members

Date: February 5, 2021

Subject: Appointment of Director of Pandemic Nurse services.

We would respectfully ask the Selectboard to please review and appoint the temporary position of Director of Pandemic Nurse Services for the Town of Millis. Susan Sullivan has an impressive background in nursing and indicated she is up to the challenge of the CoVid-19 vaccination clinics.

The town of Millis requires a professionally licensed Registered Nurse to manage and perform the nursing services necessary to support the community clinic duties related to the COVID-19 Pandemic. Susan's general duties include prevention and control of COVID-19 in accordance with state regulations through: Surveillance, case management, and contact tracing and primarily distribution of vaccines via organized clinics.

Thank you for your consideration.

Sincerely,

John McVeigh,

John McVeigh, MBA, CHO, RS
Health Director, Town of Millis
900 Main St. RM 213
Millis, MA 02054
508-376-7042 Office

Cc. Board



TOWN OF MILLIS

OFFICE OF THE BOARD OF HEALTH

900 Main Street • Millis, MA 02054

Phone: 508-376-7042

Fax: 978-313-7839

Millis Board of Health Pandemic Nursing Services Agreement

The Millis Board of Health is entering into an agreement on February ____, 2021, between Susan B Sullivan, BSN RN CWCN, and the Town of Millis, through its Board of Health, hereinafter referred to as the "Town;" providing temporary Director of Pandemic Nursing services, to be renegotiated by June 30, 2021.

WHEREAS, Susan B Sullivan, BSN RN CWCN is willing and able to provide high quality community Pandemic clinic nursing services; and,

WHEREAS, the Town desires to obtain high quality community pandemic clinic nursing services for its residents.

Duties and criteria are as follows:

- A. **Duties:** A Registered Nurse assigned as a primary contact shall perform services necessary to the delivery of high quality public health nursing services, as requested by the Town. These services include the following:

1. Pandemic clinic services:

- a. Organization and management of pandemic clinics for the Town of Millis:
- b. Use of state MIIS immunization system for data reporting and vaccine ordering.
- c. Use of Prepmo system for clinic setup, sign-up, data reporting and reimbursement.
- d. Liaison with the State DPH for pandemic related guidelines and updates.

e. Manage pandemic nurse volunteers and administrative staff accordingly.

B. **Hours:** The Town will call in requests for services during regular day-time office hours: 7:30 AM — 4:30 PM, Monday through Friday, excluding holidays. 2 days onsite are expected as well as home based work when applicable. A minimum of 24 up to 40 hours per week will be compensated.

C. **Reports:** Susan B Sullivan, BSN RN CWCN will submit a biweekly timesheet and monthly report of services rendered.

D. **Compensation :** The Town will pay Susan B Sullivan, BSN RN CWCN a rate of \$55 per hour for work performed.

E. **Vacation:** 10 days unpaid vacation will be allotted as pandemic circumstances permits.

F. **Liability:** The nursing services for this position are covered under (see Exhibit A) M.G.L. Ch. 64 of the Acts of 2020, entitled An Act to Provide Liability Protections for Health Care workers and Facilities During the Covid-19 Pandemic was signed by the Governor on April 17, 2020, and is retroactive to March 10, 2020. This law provides liability protection for healthcare workers and facilities.

G. **Terms of Agreement:** This agreement shall be effective February____, 2021 and will end June 30, 2021 It can be renewed automatically on July 1, 2021 pending agreement by both parties on the fee for services going forward.

H. **Terminating:** This agreement may be terminated by either party upon 60 days advance written notice.

Signed This Day: February ____2021

Matthew Fuller, PHD Chair

Susan B Sullivan, BSN RN CWCN

Kathy Lannon, RN MSN Member

Jaikaur LeBlanc , Member

SUSAN B SULLIVAN

Cell: 617-347-6001 ♦ suesuebefree@yahoo.com

SUMMARY

Empathetic registered nurse with board-certification in wound care and over 20 years of experience caring for and educating a wide range of patients. Experienced clinical nurse educator and trainer of staff in varied medical facilities and companies. Served as a resource nurse to physicians and nursing staff for wound care and dressing treatments. Served as an adjunct clinical faculty and maternity lab instructor at the BSN and AD levels for over 15 years. Effectively works in close collaboration with physicians, nurses, and team members. Commitment to positively impacting outcomes through advocacy and education. Solid communication and critical thinking skills; excellent skills in problem solving; proven ability in using the nursing process and motivational interview skills to improve outcomes. Team leader with ability to create a positive working environment that uplifts staff and patients' spirits.

LICENSES

- Licensed Registered Nurse in Massachusetts
 - Licensed Registered Nurse North Carolina
 - Board Certified Wound Care Nurse by WOCN Certification Board
-

SKILL HIGHLIGHTS

Board certified wound care specialist	TB program coordinator
Clinical educator and trainer	Flexible with strong interpersonal skills
Nurse care advisor	Strong assessment skills
Adjunct maternity clinical faculty	Empathetic caregiver
Neonatal and maternity specialist	Patient advocate
Execute quality training programs	Culturally sensitive

PROFESSIONAL EXPERIENCE

Clinical Nurse Educator, Evolent Health, New York City and Remote 2019 to 2020.

- Applied instructional design models and adult learning principles to design instructor led and self-guided clinical and non-clinical education and training courses and materials. For example, participant guides, scripts, process guides/job aids, scenarios, training activities and other related materials
- Actively collaborated with central and market operational leaders, colleagues, and subject matter experts to understand processes to inform development and delivery of standardized as well as customized educational and training curriculum for care management (Medical, Population Health, Behavioral Health)
- Independently led and facilitated education and training to licensed and non-licensed staff (nurses, health educators, community health workers, physicians, social workers, etc.); on supporting criteria, tool, and platform utilization, soft skills (patient engagement/activation, self-management, share decision making, etc.) for Care Management operations
- Served in a consultant role by establishing and maintaining a communication network and cooperative relationship with colleagues and departmental managers to meet Care Management training needs
- Evaluated training programs using the four levels of evaluation and reported on results

Nurse Care Advisor, Evolent Health, Care Advising Float Pool, Remote 2019

- Operated in a dynamic role effectively shifting between a variety of population health management programs such as Complex Care, Maternity Care, Transition Care, and Advanced Illness Care
- Provided telephonic Case Management and education to patients living with complex chronic conditions across multiple geographic regions of the East Coast
- Independently operated the Maternity Care Program resulting in improved maternal and neonatal outcomes at WakeMed Health & Hospitals and lead engagements with positive impact in WakeMed's Employee Condition Care Program
- Collaborated with primary care physicians, specialists, and community services to coordinate care, conduct comprehensive assessments, implement care plans, identify gaps in care and overcome barriers to improve patient health outcomes
- Positively impacted patients' and families' lives by advocating for patients' optimal health and well-being, and monitored patient readiness for change

- Evaluated patient's knowledge of clinical conditions and provided patient specific education, interventions, and individualized self-management support techniques to improve patient outcomes using motivational interviewing skills

Nurse Care Advisor, Evolent Health, South Shore Health System Weymouth, MA..... 2018 to 2019

- Provided in person and telephonic interactions with patients living with complex chronic health conditions to fostered self-management skills and healthy lifestyle changes
- Conducted comprehensive assessments including medical, behavioral, pharmaceutical, and social needs of patients, identified gaps in care and barriers to attain improved health
- Collaborated with health care team to create and implement individualized care plans that would address identified needs and remove barriers and improve the health of the patient
- Served as the contact point, advocate and resource for the patient, their family, and their physician and built effective therapeutic relationships through trust, respect, and communication
- Managed appropriate caseload of patients to meet engagement targets and KPIs and monitor for graduation readiness

Adjunct Clinical Faculty, Massasoit Community College, Brockton, MA..... Fall 2018

- Educated AD nursing students regarding evidenced based maternal, neonatal, and antepartum care
- Supervised nursing students in the hospital setting of the Labor Delivery and Postpartum Unit
- Encouraged and promoted critical thinking skills
- Monitored students in the application of theoretical knowledge in the clinical setting
- Taught and demonstrated maternal and neonate assessments in lab and classroom environments
- Evaluated clinical performances, written and oral assignments

Board Certified Wound Care Specialist, South Shore Hospital Center for Wound Healing, Weymouth, MA..... 2015 to 2018

- Accurately, measured, photographed, assessed, and documented wound beds and stomas sites for treatment plan
- Initiated wound treatments for care of pressure ulcers, surgical sites, vascular ulcers, and atypical wounds
- Set up and maintained sterile fields and assisted in the application of advanced biologics
- Administered diagnostic testing, negative pressure wound therapy and weekly follow up analysis
- Provided patient and family education regarding ostomy and wound care; treatments; appropriate nutrition; infection prevention
- Effectively collaborated with physicians and other disciplines to ensure patient satisfaction and quality, cost effective care

Board Certified Wound Care Consultant, Beth Israel Deaconess Plymouth, Plymouth, MA 2015 to 2018

- Provided expertise recommendations in evidence-based wound care practice, diagnosis, treatment, and plan of care
- Assessed patient disease processes to identify and label wound type, using appropriate methods of diagnostic testing
- Ability to case manage patients on a weekly basis to provide input for change of treatment plan
- Assessed and monitored for local wound infection and systemic infections
- Provided staff education on wound diagnosis, care and treatment, and prevention of pressure ulcers, appropriate bed surfaces
- Taught post-operative self-care to new ostomy patients
- Attended WOCN conferences, meet with outside wound care product vendors

Adjunct Clinical Faculty, Quincy College – Quincy, MA..... 2006 to 2015

- Educated and supervised AD nursing students about proper patient care according to standards of the LDRP Unit
- Developed and taught curriculum for maternal and neonate assessments in lab and classroom settings
- Encouraged and promoted critical thinking skills
- Monitored students in the application of didactic classroom teaching to the bedside
- Evaluated clinical performances, written and oral assignments
- Implemented enhancements to clinical program to make more challenging while meeting needs of diverse students
- Provided support, mentored, and tutored students

Adjunct Clinical Faculty, Northeastern University – Boston, Ma..... 2004–2011

- Collaborated in development of clinical curriculum
- Developed and proctored Mathematical Medication Exam
- Instructed bachelor's degree students on subject matters of Maternal/Child Health
- Mentored students in educational and professional issues

- Maintained effective relationship with students, faculty, and staff

OB/GYN Staff Nurse, Beth Israel – Boston, MA 1999 to 2014

- Acted as Resource Nurse to staff of the high risk antepartum, postpartum, and newborn nursery units, and for nurse-patient assignments and bed assignments as well as wound care and treatments
- Developed training program for OB Trace View and assisted in writing unit specific user manual
- Conducted new hire training and orientation of licensed and non-licensed staff, served as preceptor to nursing students
- Managed care of ante/postpartum patients providing physical assessments, treatments, IV therapy, blood draws, and medications
- Prepared families for transition from hospital to home with newborn and postpartum care education and support
- Evaluated antepartum patient care needs, prioritized treatment, interpreted fetal NST and maintained optimal patient health
- Assessed neonates in active narcotic withdrawal and provided interventions to manage physical withdrawal symptoms
- Coordinated TB testing and Fit Testing for over 120 maternity staff members

Travel Nurse, Cross Country Travel Crops – Boca Raton, FL 2002–2004

Kapiolani Medical Center for Women and Children – Honolulu, HI Marian Medical Center – Santa Maria, CA
 Hospital of the University of Pennsylvania – Philadelphia, PA Scripps Memorial Hospital – Chula Vista, CA
 St. Joseph’s University – Phoenix, AZ

- Acted as preceptor to nursing students and oriented LPNs to RN positions
- Collaborated with wound care nurse for treatment of complicated wounds
- Provided high-quality and compassionate treatment to post-surgical gynecological oncology patients
- Monitored for sudden changes in patient’s behavior or assessment and intervened safely and appropriately
- Closely monitored and provided direct care to high risk ante-partum patients during long term hospital stay
- Operated and interpreted electronic fetal monitoring tests
- Delivered quality care and performed assessments to mother-baby couplets
- Assisted new mothers with physical and emotional changes after birth

Orthopedic/Peritoneal Staff Nurse, South Shore Hospital – Weymouth, Ma..... 1998 – 1999

- Provided high quality nursing care for orthopedic and peritoneal dialysis patients
- Performed patient assessments, monitored lab work, recognized needs for discharge
- Educated patients and families regarding care and treatments
- Applied and cared for orthopedic traction
- Safely performed sterile CAPD exchanges for patients requiring peritoneal dialysis
- Provided emotional support and educated patients and families regarding advanced directives

Private Duty Nurse, Self Employed 1997 – 1999

- Assessed and evaluated physical and mental status of geriatric patients
- Performed dressing changes and educated patients regarding dressings and signs of wound infections
- Taught families and patients’ medication regimens; blood glucose monitoring and proper nutrition
- Communicated and coordinated care with patient care technicians and physicians
- Acted as liaison between family members and professional healthcare workers
- Identified needs for advanced directives and provided support

EDUCATION

Wicks Educational Associates Harrisburg, PA10/2014 – 01/2015, 09/2016 – 12/2016

- Graduated Wound Ostomy Continence Care Program

Northeastern University, Boston, MA2009 – 2010

- Completed 2 graduate level courses toward Master’s in Nursing

BS Degree in Nursing, Curry College, Milton, MA 1994 – 1997

- Completed Bachelor of Science in Nursing degree
- Minor in Biology
- Graduated Magna Cum Laude

Mount Holyoke College, South Hadley, MA 1991 – 1993

21-034

Sparhawk Stormwater Hearing



January 20, 2021

Mr. James McCaffrey, Chair of Select Board
Town of Millis
900 Main St.
Millis, MA 02054

Re: 376 Orchard Street, Sparhawk Academy – Applications for Stormwater Management and Land Disturbance

Dear Mr. McCaffrey:

BETA Group, Inc. (BETA) has reviewed supplemental/revised documents submitted for the Application for Stormwater Management and Land Disturbance for the proposed school property entitled “Sparhawk Academy”. This letter is provided to outline BETA’s findings, comments and recommendations.

BASIS OF REVIEW

The following supplemental/revised documents were reviewed by BETA:

- **Site Plan Peer Review Response to Comments Letter**, dated November 17, 2020, prepared by Legacy Engineering, Millis, MA. Including the following:
 - **Email from Millis Department of Public Works Director Jim McKay RE: Water Service**, dated August 19, 2020
 - **Classroom Layout Plan**
- **Site Plan Peer Review Letter**, dated January 12, 2021, prepared by Legacy Engineering, Millis, MA. Including the following:
 - Revised Site Plans (8 sheets) entitled **Proposed Site Plan Documents for Proposed Sparhawk Academy, 376 Orchard Street, Millis, MA**, dated July 9, 2020 with revision date January 5, 2021, prepared by Legacy Engineering LLC
 - **Revised Stormwater Report for Sparhawk Academy, 376 Orchard Street**, dated July 9, 2020 with revision date January 5, 2021, prepared by Legacy Engineering LLC
 - **Fire Truck Circulation Plan**, dated January 5, 2021, prepared by Legacy Engineering LLC

COMPILED REVIEW LETTER KEY

BETA reviewed this project previously and provided review comments in letters to the Board dated August 18, 2020 (original comments in *Italics* text). Legacy Engineering LLC (LE) provided responses (responses in standard text) and BETA provided comments on the status of each (status in **bold** standard text).

EXECUTIVE SUMMARY

BETA is reviewing stormwater management for the Proposed Sparhawk Academy project in accordance with Massachusetts Stormwater Management Standards and per Town of Millis Stormwater Management Regulations through the Planning Board review process. BETA is also reviewing the project for stormwater and land disturbance in accordance with the Environmental Health and Impact Report Regulations through the Board of Health review process. At the time of this submission BETA has issued review letters

to the Planning Board dated August 18, 2020 and January 20, 2021 that contains stormwater comments that also apply to the Stormwater and Land Disturbance Review for this board.

PROJECT DESCRIPTION

The 59.1 acre project site is located on the west side of Orchard Street across from Evergreen Terrace. It is currently developed with six buildings, including two existing classroom and office buildings, associated gravel driveways and parking areas and maintained lawn/field areas. The rear of the site is primarily woods and wetlands. The proposed building and gravel driveway is to be constructed on previously disturbed grassed field area. The project proposes to disturb approximately 3 acres. The site gradually slopes away from the street toward the rear of the property where there are wetlands and Bogastow Brook.

There are mapped wetland resource areas, FEMA mapped Zone AE 100-year flood plain, and NHESP mapped estimated habitats at the westerly portion of the site however no work is proposed in proximity to these areas. The lot is not located in the Ground Water protection District. NRCS maps list the soils on the site as Newport silt loam (325B) hydrologic soil group (HSG) rating “B” in the area of the proposed stormwater basin and Sudbury fine sandy loam HSG “B” adjacent to it. Data for one test pit within the footprint of the stormwater basin was provided identifying sandy loam at depth of 2-6 feet depths loamy sand below.

The proposed project has been revised from the original submission with acquisition of the long narrow piece of land between it and Orchard Street. The revised site plan calls for a slightly different building location with a 8,000 SF school building with a porch/patio, and a new looping one-way driveway for student drop off rather than the 24-foot wide gravel driveway that previously proposed to wrap around the rear of the building. The same 6 paved parking spaces including 1 handicap space that was previously proposed are included. A new water service with a hydrant on the property is proposed to be connected to the existing municipal water main on Orchard Street. The other existing buildings on site are serviced by an on-site well. The proposed building will be serviced by a recently built septic system on the site that is stated to have been designed to receive flow from the new building. The proposed stormwater management system for the new building, parking area and driveway includes swales along the driveway and a stormwater infiltration basin.

The project parcel is located within the Residential-Town (R-T) Zoning District. The use “Education” is permitted in this district. The project includes development exceeding 3,000 sq. ft. of floor area which requires an Environmental Health Impact Report (EHIR) with the Board of Health. The project proposes to disturb more than an acre therefore a Land Disturbance Permit with the Board of Selectmen is required.

BETA visited the project site on August 17, 2020 to confirm existing conditions and review boundaries of pre and post development watersheds.

STORMWATER MANAGEMENT REGULATIONS REVIEW

The plan set provided includes existing conditions plans with erosion controls, grading and drainage plans, and details. A SWPPP has been provided and includes timing, schedules, sequence of development and maintenance schedule for the period of construction. The project was reviewed for stormwater management compliance in accordance with both the Town of Millis Stormwater Management Regulations and the MassDEP Stormwater Management Standards. Below are BETA’s review comments

unique to the Town of Millis Stormwater Management Regulations which supplement those identified in the Planning Board Review letter.

SECTION 6. PERMITS AND PROCEDURE

No comments

SECTION 7. PLANS

- SB1. *Indicate location of trees with a caliper of twelve (12) inches or larger, noting specimen trees and forest communities (Stormwater Management Regulations 7.2.C.3.(b)).* LE: There are no trees with a caliper of 12" or larger within the limits of the disturbed area of the project. **BETA1: Information provided- issue resolved.**
- SB2. *Provide delineation and number of square feet of land area to be disturbed (Stormwater Management Regulations 7.2.C.7).* LE: The land area to be disturbed is 2.0 acres, as noted on page D-5 of the SWWWP. This has been added as note #6 on sheet C-2 of the plans. **BETA1: D-5 of the SWPPP and C-2 on Plan set note that 2.1 acres are to be disturbed – Issue resolved**
- SB3. *Identify depth of excavation and grading. Note whether the proposed building has a basement.* LE: The approximate maximum depth of cut and fill is noted on sheet C-4. The proposed building will not have a basement. **BETA1: Sheet C-4 notes the maximum cut depth is 3.5' and maximum fill depth is 2' – issue resolved.**

SECTION 8. OPERATION AND MAINTENANCE PLANS

The Applicant had provided a Long-term Operations and Maintenance Plan (O&M Plan). The operator is identified as The Mill Brook School Foundation, Inc. which currently owns and operates the school at the project address. The O&M plan includes the development proposed under this project, existing drainage infrastructure is not included.

- SB4. *Revise O&M plan cover address to reflect Town of Millis.* **BETA1: O&M Cover revised – issue resolved.**
- SB5. *Provide signature of owner(s) on the final O&M plan.* **BETA1: A signature block has been added to the O&M Plan as requested. BETA recommends a condition to provide signature on final O&M that is to be provided to the Town.**

The January 5, 2021 project submission addresses all comments as identified above and related to stormwater and land disturbance in the Planning Board review letter dated January 20, 2021. BETA finds that, with the conditions required below, the design of the proposed project is consistent with the requirements of the Stormwater Management and Land Disturbance Permit.

RECOMMENDED CONDITIONS

The following is a list of conditions recommended by BETA related to requirements of the stormwater and land disturbance permit that have been identified through this and review for other boards:

- C1. Observation and approval of subsoil during construction of the infiltration basin shall be performed by a designee of the Town.**

- C2. “As-built” plans of all stormwater management facilities shall be provided to the Planning Board for its review and approval.**
- C3. The Long-Term O&M Plan with signature of the owner/operator shall be provided to the Board prior to occupancy and future responsible parties must be notified of their continuing legal responsibility to operate and maintain the stormwater management system. The Board shall be provided an updated O&M with signature upon any change in site owner/operator.**

If we can be of any further assistance regarding this matter, please contact us at our office.

Very truly yours,
BETA Group, Inc.



Melissa Recos, PE
Senior Project Manager

cc: Karen Bouret – Select Board
Robert Weiss – Energy Manager, Economic Development and Planning

Job No: 7253

Suggested Votes

Sparhawk Academy

1. To close the public hearing.
2. To grant a Stormwater Management Permit and Land Disturbance Permit for the proposed school building construction located at 376 Orchard Street, based on the findings described in the draft decision and subject to the seven conditions enumerated in the draft decision.

STORMWATER & EROSION CONTROL AND MUNICIPAL STORM DRAIN PERMIT DECISION

For

Sparhawk Academy

(Assessors Parcels 9-1 and 9-36)

February 8, 2021

Property Deed References:

1. Book 38711, Page 259
2. Certificate 17429

On January 26, 2021 The Mill Brook School Foundation, Inc. submitted applications for two permits as described below regarding the proposed school building located at 376 Orchard Street:

1. A Stormwater Management Permit pursuant to the "Town of Millis Stormwater Management Regulations, Article I, Land Disturbance and Post-Construction Stormwater Management" regulations (hereinafter referred to as "Article I") of the Town of Millis regarding the proposed stormwater management systems shown on the Subdivision Plan.
2. A Land Disturbance Permit pursuant to the "Town of Millis Stormwater Management Regulations, Article I, Land Disturbance and Post-Construction Stormwater Management" regulations of the Town of Millis regarding the proposed construction activities shown on the Subdivision Plan.

The Board has found that the applications were submitted in accordance with the requirements of Article I, section 6 and Article II. Further, evidence of notice to Abutters (as defined in Article I) and advertisement in a local paper of general circulation was provided by the Applicant. As such a public hearing was held on February 8, 2021 at 7:00 pm via Zoom in accordance with Section 6.E of Article I. At the hearing, on a motion by _____ and seconded by _____, the board voted unanimously to close the public hearing.

Description of Application and Findings:

The applications have been submitted relative to the proposed development at the existing Sparhawk Academy, which includes the construction of a school building. Also included are appurtenances such as driveways, parking areas, sidewalks, utility systems, stormwater management systems and landscaping.

After review by an outside consultant retained by the Board, the Board determined the following:

1. That the Applicant has provided a Stormwater Management Plan meeting the requirements of Section 7.1 of Article I, and more specifically that the proposed stormwater treatment system is consistent with the DEP Stormwater Management Policy and meets the requirements of Section 7.1.B of Article I ("Standards").
2. That the Applicant has provided an Erosion and Sediment Control Plan meeting the requirements of Section 7.2 of Article I.
3. That the Applicant has provided an Operations and Maintenance Plan meeting the requirements of Section 8 of Article I.
4. That the application with the conditions imposed hereunder generally complies with the requirements of Article I and Article II.

Decision:

On a motion by _____, seconded by _____, the board voted unanimously to grant the following to The Mill Brook School Foundation, Inc. for the proposed Sparhawk Academy building:

1. Pursuant to Section 6.F.2 of Article I, subject to the conditions enumerated below, the Board hereby grants a Stormwater Management Permit,
2. Pursuant to Section 6.F.2 of Article I, subject to the conditions enumerated below, the Board hereby grants a Land Disturbance Permit,

All permits and approvals granted above are subject to the following conditions:

1. The Applicant shall construct the project substantially in accordance with the 8-sheet plan set entitled "Sparhawk Academy 376 Orchard Street Site Plan" prepared by Legacy Engineering LLC, dated July 9, 2021 with a latest revision date of January 21, 2021.
2. All construction activities shall proceed in accordance with the provisions of the documents prepared by Legacy Engineering LLC entitled "Stormwater Pollution Prevention Plan (SWPPP) for a Construction Activity for Sparhawk Academy, 376 Orchard Street, Millis, MA" with a latest revision date of January 5, 2021.
 - a. Prior to construction, the Applicant shall update the SWPPP document with the final names of the site contractor, the EPA Notice of Intent and any other incomplete information and shall submit a copy to the Select Board for review and comment.
 - b. The Owner shall identify the name, address and phone number of the contact person for construction management of the project. Said contact person shall be available 24 hours per day, seven days per week throughout construction. Such information shall be provided to the Select Board, DPW and Police Department.
3. Observation and approval of subsoil prior to installation of all infiltration basins shall be performed by a designee of the Town.
4. "As-built" plans of all stormwater management facilities shall be provided to the Planning Board for its review and approval.
5. The Long-Term O&M Plan with signature of the owner/operator shall be provided to the Board prior to occupancy and future responsible parties must be notified of their continuing legal responsibility to operate and maintain the stormwater management system. The Board shall be provided with an updated O&M with new signatures upon any change in site owner/operator.
6. This decision shall be recorded by the Applicant with proof of recording provided to the Select Board prior to issuance of the first occupancy permit within the development.
7. Wherever plans and conditions differ, conditions of the permit shall govern.
8. All bills for town consultants used during the permit review process must be paid by the Applicant before the permit is issued.
9. Construction shall commence within two years of obtaining all necessary permits or from the resolution of appeals action, whichever occurs later.

21-035

Municipal Well Testing Update

Date Tested:	Well:	Result:	Comments:
8/19/2020	01G #1	16.8	
9/19/2020	01G #1	16.85	
8/19/2020	02G #2	29.36	
9/17/2020	02G #2	29.34	
8/19/2020	MULT 1	21.56	
9/17/2020	MULT 1	20.89	MULT 1 wells 1 and 2 taken offline
10/19/2020	03G #3	12.16	
12/3/2020	03G #3	12.25	
1/4/2021	03G #3	11.76	
1/21/2021	03G #3	13.5	Testing Monthly
11/5/2020	04G #4	4	
1/31/2021	04G #4	6.71	Testing Quarterly
6/16/2020	05G #5	4.5	
1/6/2021	05G #5	16.16	
2/2/2021	05G #5	9.95	Testing Monthly
8/19/2020	06G #6	0	
11/5/2020	06G #6	8.48	Testing Quarterly

any ppt Quarterly Testing cost for each test: \$542.00

10 ppt Monthly Testing

20 ppt Well taken offline

21-036

CO#2 Kleinfelder



CHANGE ORDER NO: 2

Issued Pursuant to Client Master Service Agreement
 Client Professional Services Agreement
 Work Order

Reference MSA/PSA/WO Number or Date of Execution: On Call Water System Services: PFAS Support

Effective Date of Change Order: 2/8/21 by and between Kleinfelder, Inc. (KLEINFELDER) and Town of Millis DPW (CLIENT).

CLIENT Office: (Location)

KLEINFELDER Project No: 20212063.001

Town of Millis DPW
900 Main Street
Millis MA 02054

Amendment Type: Time Extension
 Price Modification
 Other No-Cost Modification
 Scope of Work Modification

CLIENT Reference No:

KLEINFELDER Office: Boston

KLEINFELDER Contact: Kirsten Ryan

1. MODIFICATION TO SCOPE: See attached Letter describing PFAS Support dated February 4, 2021.

None. Continue to provide professional services in support of PFAS in drinking water issue.
(Continue on additional page, if needed)

2. NEW TOTAL AUTHORIZED FEES: Original fee: \$10,000. Requested Change Order: \$53,500
Amended Total: \$63,500

3. SPECIAL PROVISIONS IF ANY:

ALL OTHER CONTRACT PROVISIONS REMAIN UNCHANGED

CLIENT:

KLEINFELDER, INC.:

By: _____

By: _____ *Kirsten Ryan*

Name: James McKay

Name: Kirsten Ryan

Title: Director of Public Works

Title: Sr. Project Manager

Address: 900 Main Street Mills MA

Address: 1 Beacon Street Suite 8100 Boston 02108



February 4, 2021

Mr. James F. McKay, Director
Town of Millis Department of Public Works
900 Main Street
Millis, MA 02054

RE: **PFAS On-Call Support, Change Order 2 Request**
Kleinfelder Project No. 20212063.001A

Dear Jim:

Attached please find our Change Order 2 for PFAS On-Call Support Agreement. This change order covers 1) approximately \$18,500 of labor completed between October 6 and January 31, 2020 as well as 2) \$7,000/month (\$35,000 total) in labor for anticipated ongoing support through the end of FY21, as described below:

Task 1 – PFAS Support Services Completed (\$18,500)

This task covers services provided and work completed from October 2020 through January 2021 which consisted of:

- Phone calls and meeting support
- Public education material development
- Public forum planning and participation.
- Treatment alternatives evaluation:
 - Site visit to Wells 1 and 2, research and calls to treatment vendors, equipment sizing and cost estimating
 - Preparation of a draft technical memorandum.
- Preparation of the revised DEP PFAS Grant Application.

Task 2 - Ongoing PFAS Support for Balance of FY 21 (\$35,000)

This task will provide ongoing PFAS-related support, on a time and materials basis. This support is likely to include, but not necessarily be limited to the following activities:

- Review material related to the GAF site, and attend teleconference meetings (myself, Betsy, and/or our LSP) with you and other staff and elected officials to discuss strategy and recommend appropriate actions.
- Attend meetings with you and members of the Finance Committee to discuss PFAS treatment at D'Angelis WTP.
- Respond to requests for additional information from Town staff and elected officials and perform follow-up tasks resulting from such meetings/requests.

- Preparation of a letter for elected officials describing Millis' PFAS-related needs and challenges.
- Review of supply well sampling data and reporting to the Town on potential regulatory implications and/or operational recommendations.
- Other email and phone communication regarding testing results and related PFAS items.

The fee estimate is based on upon the expected PFAS support needs through June 2021 being required at approximately the same level of support required over the past five months; a rate of approximately \$7,000 per month.. This represents approximately 200 hours, split between Senior Project Manager and Project Professional rates. Services will be provided on a time and materials basis and the \$35,000 fee estimate represents a not-to-exceed (NTE) limit. Kleinfelder will inform the Town if invoiced fees are within 10% of the NTE limit. The \$7,000 per month estimate is not intended to be a monthly cap, but rather an average of anticipated level of effort over the next five months based on anticipated tasks.

This Change Order in the amount of \$53,500 brings the amended contract total to \$63,500.

If this meets with your approval, please sign the attached at your earliest convenience and return a PDF to my attention. Thank you for the opportunity to be of service to Millis. If you have any questions, please feel free to contact me at 617-939-3801 or kryan@kleinfelder.com.

Respectfully Yours,

KLEINFELDER



Kirsten Ryan, PG
Project Manager

cc: Betsy Frederick, Client Service Manager
File

Attachment: Change Order 2

OWNER-ENGINEER AGREEMENT

ECF - Modified
11/9/20

Twenty

THIS AGREEMENT made this 31st day of August in the year Two Thousand and ~~Nineteen~~, between Kleinfelder Northeast, Inc. with a usual place of business at One Beacon Street, Suite 8100, Boston, Massachusetts 02108, hereinafter called the ENGINEER, and the Town of Millis, acting by its Town Administrator, with a usual place of business at Memorial Building, 900 Main Street, Millis, MA 02054, hereinafter called the OWNER.

The ENGINEER and the OWNER, for the consideration hereinafter named, agree as follows:

1. Services
The Engineer shall furnish all labor, materials, equipment and insurance to perform all services for the project known as "FY21 Stormwater Management Services." Such services will be provided in accordance with the specific Scope of Services provided in Attachment A.
2. Contract Price
The Owner shall pay the Engineer for the performance of this Agreement, subject to any additions and deductions provided for herein, on a time and materials basis. The labor rates are included in Attachment B. The costs of each tasks and subtask was estimated through the development of the proposal in Attachment A, however, to accommodate the Town's preference, work will be completed on a notice-to-proceed basis, with the value of each task order not to exceed \$5,000. Each Task Order is included in Attachment C.
3. Commencement and Completion of Work
 - A. The Engineer shall commence and prosecute the work under this Agreement upon execution hereof and shall perform the work as expeditiously as possible through completion.
 - B. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
 - C. It is understood that the work is to be completed prior to July 1, 2021.
 - D. Progress and Completion: The Engineer shall commence work promptly upon execution of this Agreement and that between the Town and Commonwealth of Massachusetts with respect to the grant funding provided to partially fund the effort. We shall prosecute and complete the work regularly, diligently and uninterruptedly at such rate of progress as will insure completion within the proposed schedule. The Town of Millis recognizes that participation from multiple Town staff will be required to achieve timely completion of the work and will make such staff available and accessible as necessary to perform the work.
4. Performance of the Work
 - A. Direction of the Work: The Engineer shall supervise and direct the services, using the Standard of Care defined herein as the skill and care currently rendered by other members of the engineering/design profession for projects similar to the Project in scope, difficulty and location ("Standard of Care"). No other representation, guarantee, or warranty, express or implied, is included or intended in the Agreement, or in any communication (oral or written), report, opinion, document, or instrument of service. The Engineer shall be solely responsible for coordinating all portions of the work under the Agreement.

B. Responsibility for the Services:

- (1) The Engineer shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees and other persons performing any of the Work under a contract with the Engineer. Consistent with the Standard of Care referenced in Paragraph A. above and the scope of services set forth in Attachment A, the Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specification, estimates and other work or services furnished by him or his consultants and subcontractors and the review of shop drawings, response to contractor questions and observation and examination of contractors' work through site visits. The Engineer shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the Owner shall not be necessary. The Owner acknowledges that the Engineer does not have control over construction costs or contractors' prices, that Engineer's construction cost estimates are based on its experience and judgement as a design professional and that contractors' bid prices may vary from such estimates.
- (2) The Engineer shall not employ additional consultants not named in his proposal to the Owner, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Owner. Such written consent shall not in any way relieve the Engineer from his responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The Engineer and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The Engineer shall not be relieved from his obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Engineer.
- (6) Neither the Owner's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the Engineer shall become the property of the Owner upon payment in full therefor to the Engineer. Ownership of stamped drawings and specifications shall not include the Engineer's certification or stamp. Any reuse of such documents without the Engineer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Engineer or to the Engineer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the Engineer's rights under this Agreement.

- D. Notices, Compliance with Laws:
- (1) The Engineer shall give all notices and comply with all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The Engineer shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid.
 - (2) The Owner represents that they have disclosed to the Engineer all orders and requirements known to the Owner of any public authority particular to this Agreement.
 - (3) If the Engineer observes that any of the Owner's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulation in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate notification.
 - (4) In the performance of the Work, the Engineer shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed: Engineer's Investigation

The Owner shall furnish to the Engineer available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Engineer and is not guaranteed. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished and the Engineer must satisfy himself as to the correctness of such information. If, in the opinion of the Engineer, such information is inadequate, the Engineer may request the Owner's approval to verify such information through the use of consultants or additional exploration. In no case shall the Engineer commence such work without the Owner's prior written consent. Such work shall be compensated as agreed upon by the Owner and the Engineer.

6. Payments to the Engineer

- A. The Owner shall make payment to the Engineer, monthly, upon approval of the Engineer's requisitions therefor. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.
- B. If there is a material change in the scope of the work, the Owner and the Engineer shall mutually agree to an adjustment in the Contract Price. Delay of one year or more plus a significant change in the estimated cost will be considered a change in the scope of the work.
- C. If the Owner authorizes the Engineer to perform additional services, the Engineer shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the Engineer shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the Engineer shall be reimbursed by the Owner: (a) at 1.0 times the actual cost to the Engineer or consultants retained to obtain information pursuant the Article 5 hereof or otherwise. No such reimbursement shall be made unless the rate of compensation has been approved, in advance, by the Owner; (b) at 1.0 times the actual cost of additional or specially authorized expenses items, as approved by the Owner.

8. Final Payment, Effect
The acceptance of final payment by the Engineer shall constitute a waiver of all payment claims by the Engineer arising under the Agreement.
9. Terms Required by Law
This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.
10. Indemnification
 - A. General Liability: The Engineer shall indemnify and hold harmless the Owner from and against any claims, damages, losses and expenses, including reasonable attorney's fees, to the proportionate extent arising out of the performance of the Agreement and to the proportionate extent the same relate to matters of general commercial liability, when such claims, damages, losses and expenses are caused by the negligent or wrongful acts or omissions of the Engineer or his employees, agents, subcontractors or representatives.
 - B. Professional Liability: The Engineer shall indemnify and hold harmless the Owner from and against any claims, damages, losses and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement and to the proportionate extent the same relate to the professional competence of the Engineer's services, when such claims, damages, losses and expenses are caused by the negligent acts, negligent errors or omissions of the Engineer or his employees, agents, subcontractors or representatives. Engineer's obligation to indemnify and defend Owner shall be contingent upon a judicial finding of professional negligence on the part of Engineer.
11. Insurance
 - A. The Engineer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.
 - B. The coverage shall be in force from the time of the Agreement to the date when all work for the Project is completed and accepted by the Owner. If, however, the policy is a claims made policy, it shall remain in force for a period of three (3) years after completion of the services. Since this insurance is normally written on a year-to-year basis, the Engineer shall notify the Owner should coverage become unavailable.
 - C. The Engineer shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c. 152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
 - D. The Engineer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Owner.
 - E. The Engineer shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property in the amounts of \$1,000,000/\$1,000,000.
 - F. Certificates and any and all renewals substantiating that required insurance coverage in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

- G. Upon request of the Engineer, the Owner reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered, or mailed first class, to the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile but shall, to the extent possible, be followed by notice in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven (7) days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Engineer. In the event that the Agreement is terminated pursuant to this subparagraph, the Engineer shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. **Royalties and Patents:** The Engineer shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the Owner, but if the Engineer believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or product specified.
- B. **Assignment:** The Engineer and Owner shall not assign or transfer any of its rights duties or obligations under this Agreement without the written approval of the other parties.
- C. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- D. Owner shall provide unimpeded and timely access to the project site as may be required of Engineer for the successful and timely performance of the services, including third party sites.
- E. Neither party shall be liable to the other for any consequential damages, including but not limited to, loss of profits, loss of use, incidental, exemplary, indirect, punitive, penal, multiple or other special damages incurred by the other party or for which either party may be liable to any third party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

KLEINFELDER

TOWN OF MILLIS

By: Betsy C. Frederick
Name: Betsy C. Frederick
Title: Project Manager

By: James McKay
Name: James McKay
Title: DPW Director

T.A.

Approved as to form

Town Counsel

Approved as to availability of funds

Finance Director, Town of Millis

**PROVISIONS REQUIRED BY MASSACHUSETTS LAW
(Contracts Not More Than \$100,000)**

- (i) If an individual, the individual is a registered engineer;
- (ii) If a partnership, a majority of all the partners are persons who are registered engineers;
- (iii) If a corporation, sole proprietorship, joint stock company of other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered engineers, and the person to have the project in his or her charge is a registered engineer;
- (iv) If a joint venture, each joint venturer satisfies the requirements of this section. (Statutory Reference: M.G.L. c. 7, §38A½)

The Engineer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for or in connection with the award of this Agreement. {Statutory Reference: M.G.L. c. 7, §38H (e) (i)}

The Engineer hereby certifies that no consultant to or subcontractor for the Engineer has given, offered or agreed to give any gift, contribution or offer of employment to the Engineer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Engineer. {Statutory Reference: M.G.L., c. 7, §38H (e) (ii)}

The Engineer hereby certifies that no person, corporation or other entity other than a bona fide full-time employee of the Engineer, has been retained or hired by the Engineer to solicit for or in any way assist the Engineer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Engineer. {Statutory Reference: M.G.L., c. 7, §38H (e) (iii)}

The Engineer shall maintain all books, records and accounts related to the Project in compliance with the following:

1. The Engineer shall make and keep for at least six (6) months after final payment, books, records and accounts that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Engineer.
2. Until the expiration of six years after final payment the Owner, the office of the Inspector General and the Deputy Commissioner of Capital Planning and Operations shall have the right to examine any books, documents, papers or records of the Engineer or of its consultants that directly pertain to, and involve transaction relating to, the Engineer or its consultants.
3. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph shall not be public records and shall not be open to public inspection, except as provided by subparagraph 2.

{Statutory Reference: M.G.L., c. 30, §39R}

The Engineer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Engineer in the preparation of bid documents, as reasonably determined by the Owner. {Statutory Reference: M.G.L., c. 7, §38H (j)}

The Engineer hereby certifies under penalties of perjury that the Engineer has complied with all the laws of the Commonwealth of Massachusetts relating to taxes. {Statutory Reference: M.G.L., c. 62C, §49A}.

Attachment A
Proposal – Scope of Work



August 27, 2020

Mr. James F. McKay, Director
Town of Millis Department of Public Works
900 Main Street
Millis, MA 02054

RE: Proposal for FY21 MS4 Services

Dear Jim:

Thank you for the opportunity to submit this proposal to provide the Town with engineering services to comply with the MS4 Permit and support with stormwater utility management.

BACKGROUND AND PURPOSE

The Town of Millis, MA is subject to the requirements of the EPA's National Pollutant Discharge Elimination System (NPDES) Phase II Small Municipal Separate Storm Sewer System (MS4) General Permit (hereafter referred to as the "MS4 Permit"). The current permit term went into effect on July 1, 2018. Kleinfelder is currently supporting the Town in developing regulatory compliance documents under a FY20 Consulting Services Contract and is proposing to support the Town with outfall screening and sampling through the FY21 Asset Management Grant project. Kleinfelder proposes to provide the Town with Permit Compliance and Stormwater Utility implementation support in FY21 as described in detail below.

SCOPE OF SERVICES

Task 1 – MS4 Permit Year 3 Support

Task 1A – Stormwater Management Plan (SWMP) Update for Year 3

A written SWMP was completed in FY19 and updated in FY20. This document is required to be maintained and updated on an annual basis. Kleinfelder will update the Town's existing SWMP to incorporate new information and changes to the Town's stormwater management program based on the Town's accomplishments and compliance status in Year 3.

Deliverables:

- Draft and Final updated SWMP

Task 1B – IDDE Program Implementation Support and Training on Catchment Investigations and additional IDDE procedures

By the end of Year 3 (July 1, 2021), the MS4 Permit requires that all IDDE dry weather outfall screening and sampling be completed to reduce pollutant loading from non-stormwater discharges. In March and April 2019, Kleinfelder provided field training on the Town's outfall screening and sampling methodology. During this training, Kleinfelder and Millis staff conducted dry weather screening on 18

of the Town's 162 MS4 outfalls. Partnering with Kleinfelder on a separate agreement, the Town will continue outfall sampling in August 2020.

Through this task, Kleinfelder will reinforce prior training materials from spring 2019, which focused on dry weather sampling techniques, and will also extend it to provide training on catchment investigation procedures and steps to remove an illicit connection, if identified through the outfall screening process. Kleinfelder assumes one six-hour training which will include a presentation and hands-on demonstrations in the field. We suggest this takes place in fall 2020 or spring 2021.

Deliverables:

- IDDE Training and training materials

Task 1C – Illicit Discharge Detection & Elimination (IDDE) Plan Update (Data Tracking, Prioritization, GIS Updates)

A written IDDE Plan was completed in FY19, prior to the regulatory deadline of July 1, 2019. The IDDE Plan is required to be maintained and updated on an annual basis. This data tracking effort will include updating the outfall prioritization and ranking with the results of the screening and sampling data.

Through this task, the following aspects of the Plan will be updated to reflect new information gathered through the continued implementation of this program including:

- sanitary sewer overflow (SSO) inventory (annual requirement),
- outfall and interconnections inventory (annual requirement),
- outfall catchment priority ranking list (annual requirement).

Deliverables:

- Updated IDDE Plan

Task 1D – Public Education & Outreach for TMDL / Impaired Waterways Requirements

The Town is currently distributing education and outreach materials to comply with the MS4 Permit requirements and the enhanced requirements for water quality impairments. Kleinfelder will review the Town's public education and messaging plan described in the Notice of Intent and provide recommend educational materials for the Town to distribute to meet the Permit requirements. These materials may be developed custom for the Town or be from publicly available resources, such as EPA, DEP, or local watershed associations.

Deliverables:

- Public education and outreach messaging

Task 1E – 2019 Annual Report

The Town is required on an annual basis to report the status of multiple components of the stormwater management program. During FY20, the Town established a framework for its asset management program to support the electronic tracking of these work activities. For future years, the Town will be able to utilize this framework to track and report for each Annual Report, which is due by October 1st of each year. For the 2019 Annual Report, however, Kleinfelder will work with the Town, to document all

the Year 2 actions for the Annual Report based on institutional knowledge and a review of records. Kleinfelder will consolidate information into a draft 2019 Annual Report, for review with the Town, and make updates prior to the deadline, which is September 28, 2020.

Deliverables:

- Draft and Final Annual Report

Task 1F – Phosphorus Control Plan Development (Funding Source Assessment)

The Town is therefore required to development a Phosphorus Control Plan (PCP) subject to the requirements in the MS4 Permit Appendix F to address the Charles River's impairment for phosphorus. According to the Permit, the Town is required to reduce phosphorus loading in the Charles River watershed from its stormwater discharges by 32%, relative to EPA's baseline loading assumptions. This reduction needs to be achieved 20 years after the permit effective date (by July 1, 2038). The PCP will be developed and implemented in a three-phase approach. Each phase is segmented into a "planning" and "implementation" component. EPA provides a schedule for achieving this requirement and documenting progress within a written Phosphorus Control Plan (PCP).

Phase 1 of the PCP covers the first ten (10) years of the Permit, and it focuses on identifying the legal, financial, structural, and nonstructural controls, and operational needs for the Town to achieve its phosphorus reduction targets. The Town is required to achieve 25% of its 32% overall phosphorus reduction requirement by the end of Phase 1 (July 1, 2038). Phase 1 is split into two components:

- (1) Create the Phase 1 Plan, 2018-2023
- (2) Implement the Phase 1 Plan, 2024-2028

The planning period of Phase 1 consists of the following elements:

- Legal Analysis – due June 2020
- Funding Source Assessment – due June 2021
- PCP Scope and Baseline Load Assessment – due June 2022
- Identification of planned nonstructural and structural controls to achieve Phase 1 percent reduction milestones – due June 2023
- Operation and Maintenance Program for structural controls in Phase 1– due June 2023
- Phase 1 implementation schedule – due June 2023
- Phase 1 cost – due June 2023
- Complete written Phase 1 PCP – due June 2023

Millis proactively developed a PCP template in 2017 and drafted a legal analysis in 2020. The Town will continue completing sections of this Plan through this task. As outlined above, the funding source assessment must be complete by the end of Permit Year 3. While the more comprehensive planning efforts of the Phase 1 PCP are not due until 2022 and 2023, Kleinfelder proposes to continue to take a proactive approach and begin assessing the costs of implementing the structural and non-structural controls that will be required and opportunities to realize cost savings through the Town's near-term capital projects (such as flood mitigation improvements) and other on-going regional efforts. Undertaking these scope items in FY21 will provide information that will be necessary for Town's rate setting efforts for the Stormwater Utility, which are also scheduled to begin in FY21 under the Asset

Management Grant, allowing for a more comprehensive understanding long-term costs and rates that can provide the Town with financial sustainability to fund these stormwater management requirements.

As such, Kleinfelder proposes to evaluate and document progress on the following additional Phase 1 items:

- PCP Scope and Baseline Assessment
- Identification of planned nonstructural and structural controls

This will provide a clearer understanding of the types of technologies to consider for phosphorus reduction, the magnitude of effort to install and maintain them, the financial needs and limitations of implementing the Phase 1 PCP, and the best implementation sequences that maximize impact and most efficiently maintain the stormwater infrastructure. The findings associated with these additional items will be summarized in a draft memorandum and updated into the 2017 PCP as applicable.

Deliverables:

- Draft and Final Funding Source Assessment
- Draft PCP Scope and Baseline Assessment (to be finalized by 2022)
- Draft identification of planned nonstructural and structural controls (to be finalized by 2022)

Task 2 – Stormwater Utility Billing Updates, Support, and Training

The Town of Millis is scheduled to mail its third year of stormwater utility bills in early fall 2020. In 2019, Kleinfelder supported the Town in updating its Master Account File based on recent new construction and re-development. Our team also reviewed credits and abatement applications and coordinated with the Town on errors or omissions in the prior billing cycle. Updates to the number of billing units were based on an assessment of impervious area from Google's satellite imagery dated spring 2017 and through a targeted set of in-person site visits in 2018 and 2019.

Through this task, Kleinfelder will support the Town in updating this file through a combination of field investigations of impervious area at new developments and a desktop analysis using aerial imagery. Kleinfelder will work in coordination with the Treasurer/Collector and Department of Public Works to identify parcels that require updates.

Deliverables:

- Up to 80 hours of support to update the Town's stormwater utility billing file

Task 3 – On-Call Support

This budget is intended to provide on-call support to the Town for additional support on the tasks described above or on unanticipated stormwater-related activities, such as revisions to the Town's stormwater utility policies or attendance at stormwater utility hearings. This budget assumes up to 60 hours of labor to be billed on a time and materials basis.

EXCLUSIONS AND ASSUMPTIONS

- Kleinfelder assumes that the Town will provide relevant information and data not otherwise generated by Kleinfelder to complete the Annual Report and SWMP Updates.
- Kleinfelder assumes that the Town will use Cityworks forms for work management activities and data tracking for outfall screening and sampling. We assume that Kleinfelder will have continued access to this software through a third-party agreement that is already in place.
- Kleinfelder assumes that The Town will complete dry weather screening and sampling of all MS4 outfalls for the IDDE Plan by July 1, 2021 and provide the associated field sampling and analytical laboratory sample results. It is assumed that only a subset of the outfalls will be completed through Kleinfelder's assistance through the Asset Management project in summer 2020.
- Kleinfelder assumes that analytical laboratory sampling costs, field test kits, and other IDDE equipment will be paid for directly by the Town.
- Kleinfelder assumes that the Town will provide assessor's data necessary to update the Stormwater Utility billing file, including a list of property owners by parcel ID, in Excel format.

FEE ESTIMATE

Task	Estimated Hours	Total Fee
Stormwater Management Plan (SWMP) Update for Year 3	30	\$4,500
IDDE Program Implementation Support and Training on Outfall Sampling/ Catchment Investigations	25	\$3,500
Illicit Discharge Detection & Elimination (IDDE) Plan Update (Data Tracking, Prioritization, GIS Updates)	35	\$5,000
Public Education & Outreach for TMDL / Impaired Waterways Requirements	20	\$2,500
2019 Annual Report (due September 2020)	20	\$2,500
Phosphorus Control Plan Development (Funding Source Assessment)	100	\$15,000
Stormwater Utility Billing Updates, Support, and Training	80	\$12,000
On-Call Support (time and materials)	60	\$10,000
Total	370	\$55,000

The proposed scope of services will be completed for the lump sum price not to exceed \$55,000 which represents approximately 370 hours of labor.

SCHEDULE

Kleinfelder will commence work under this Agreement immediately upon receipt of an executed copy of the Agreement and shall use its best efforts to perform all services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We understand that several activities may be timed to coincide with the Town's availability and tasks that are to be completed under separate agreement.

Thank you for the opportunity to be of service to Millis. If you have any questions, please feel free to contact me at bfrederick@kleinfelder.com.

Respectfully Yours,

KLEINFELDER

Betsy Frederick, Project Manager

cc: Adria Fichter, Assistant Project Manager (Kleinfelder)
Andrew Goldberg, Project Professional (Kleinfelder)
File

FY21 LABOR RATES

Professional.....	\$	90/ hour
Staff Professional I.....	\$	115 / hour
Staff Professional II.....	\$	130 / hour
Project Professional.....	\$\$	145/ hour
Senior Professional.....	\$	165/ hour
Principal Professional.....	\$\$	190/ hour
Project Manager.....	\$\$	190/ hour
Administrator.....	\$\$	90/ hour

Attachment C
Task Order

Task Order #1

Date: 9/2/2020
Project: FY21 Stormwater Management Services
Client: Town of Millis, MA
Client Billing Account Number: 6300052-540550

Task Order No. 1

Background:

At the Select Board Meeting on August 31, 2020, the Town's Select Board authorized that Kleinfelder begin work providing FY21 stormwater management services described in the proposal dated August 27, 2020 and detailed, in part, in the memorandum dated August 25, 2020. Rather than providing a contract for the full value of this scope of work, the Department of Public Works requested Kleinfelder provide task orders to be billed on a time and materials basis, with each Task Order valued at \$5,000 or less so they can be authorized by the Director of the Department of Public Works.

Scope

Through this Task Order, Kleinfelder will begin working on the MS4 Annual Report (Task 1E) and the Stormwater Utility billing updates (Task 2). We recognize the urgency of these tasks and will begin the effort as soon as authorized. The total estimated cost of this work is \$14,500 and additional task orders will be needed to complete these two tasks.

Prepared by: Andrew Goldberg

Date: 9/2/2020

Approved by: _____
James McKay, DPW Director

Date _____

Client Acknowledgement/Authorization

- Project change request is authorized. A change notice (amendment) to cover additional work will be executed immediately.
- Project change request is not authorized. Do not proceed.

Effect on Project Labor Cost and Expense (Include information on additional LOE and expenses)

This task order for \$5,000 represents approximately 33 hours of labor and minimal expenses at average estimated billing rate of \$150.

FEE ESTIMATE

Task	Estimated Hours	Total Fee
Stormwater Management Plan (SWMP) Update for Year 3	30	\$4,500
IDDE Program Implementation Support and Training on Outfall Sampling/ Catchment Investigations	25	\$3,500
Illicit Discharge Detection & Elimination (IDDE) Plan Update (Data Tracking, Prioritization, GIS Updates)	35	\$5,000
Public Education & Outreach for TMDL / Impaired Waterways Requirements	20	\$2,500
2019 Annual Report (due September 2020)	20	\$2,500
Phosphorus Control Plan Development (Funding Source Assessment)	100	\$15,000
Stormwater Utility Billing Updates, Support, and Training	80	\$12,000
On-Call Support (time and materials)	60	\$10,000
Total	370	\$55,000

The proposed scope of services will be completed for the lump sum price not to exceed \$55,000 which represents approximately 370 hours of labor.

SCHEDULE

Kleinfelder will commence work under this Agreement immediately upon receipt of an executed copy of the Agreement and shall use its best efforts to perform all services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We understand that several activities may be timed to coincide with the Town's availability and tasks that are to be completed under separate agreement.

Thank you for the opportunity to be of service to Millis. If you have any questions, please feel free to contact me at bfrederick@kleinfelder.com.

Respectfully Yours,

KLEINFELDER

Betsy Frederick, Project Manager

cc: Adria Fichter, Assistant Project Manager (Kleinfelder)
Andrew Goldberg, Project Professional (Kleinfelder)
File

Task Order #3

Date: 1/21/2021

Project: FY21 Stormwater Management Services

Client: Town of Millis, MA

Client Billing Account Number: 6300052-540550

Task Order No. 3

Background:

At the Select Board Meeting on August 31, 2020, the Town's Select Board authorized that Kleinfelder begin work providing FY21 stormwater management services described in the proposal dated August 27, 2020 and detailed, in part, in the memorandum dated August 25, 2020. The Town requested that the work proceed on the basis of \$5,000 incremental Task Orders. After the first two Task Orders were issued and approved, the Town requested a final Task Order encompassing the balance of the work to be completed under the existing contract. This Task Order is in response to that request, and covers the balance of the contract value (\$45,000.00 of the original \$55,000.00 contracted fee).

Scope

Through this Task Order, Kleinfelder will complete all remaining tasks detailed in the contract scope.

Prepared by: Betsy Frederick

Date: 1/21/21

Approved by: _____

Date _____

James McKay, DPW Director

Client Acknowledgement/Authorization

- Project change request is authorized. A change notice (amendment) to cover additional work will be executed immediately.
- Project change request is not authorized. Do not proceed.

Effect on Project Labor Cost and Expense (Include information on additional LOE and expenses)

N/A.

21-037

61A Discussion – Village St.

Chapter 61A – An Introduction

Rather than being assessed at its development value, land enrolled in Ch. 61A is assessed for its agricultural use. Agricultural assessment values are set annually by the Farmland Valuation Advisory Commission, a state-appointed commission, and are based on the estimated market value of agricultural products the land is capable of producing. Thus, property enrolled in Ch. 61A enjoys a reduced assessment for the duration of the Ch. 61A designation.

When a landowner enrolls in the Ch. 61A program, a lien is attached to the landowner's property to ensure that undeveloped land will continue to provide public benefits. This lien stays with the property when sold or transferred to another landowner. No penalties apply as long as the land remains enrolled or eligible for enrollment in one of the three Chapter 61 programs (Chapter 61 – Forest Land; Chapter 61A – Agricultural Land; Chapter 61B – Open Space).

Process for Selling or Converting Ch. 61A Property

I. Filing and Contents of a Notice of Intent

Under section 14 of Chapter 61A, before property classified under Ch. 61A may be sold or converted, the property owner must notify the Town of the intent to sell or convert.

If a sale, the notice must contain the following:

- a statement of intent to sell,
- a statement of proposed use of the land,
- the location and acreage of land as shown on a map drawn at the scale of the assessor's map,
- the name, address and telephone number of the landowner,
- a certified copy of an executed purchase and sale agreement specifying the purchase price and all terms and conditions of the proposed sale,
- any additional agreements, and
- a statement of any additional consideration for any contiguous land under the same ownership, and not classified under this chapter, but sold or to be sold contemporaneously with the proposed sale.
- the landowner's attorney, if any.

If a conversion, the notice must contain the following:

- a statement of intent to convert,
- a statement of proposed use of the land,
- the location and acreage of land as shown on a map drawn at the scale of the assessor's map,
- the name, address and telephone number of the landowner, and
- the landowner's attorney, if any.

II. Delivery of a Notice of Intent

The notice of intent to sell or convert shall be sent by the landowner by certified mail or hand delivered, which delivery is attested to by a notarized affidavit, to:

- the board of selectmen c/o town clerk,
- the board of assessors,
- the planning board,
- the conservation commission, if any, and
- and the state forester, c/o the commissioner of the department of conservation and recreation.

III. The Towns Response

Notice of Insufficiency. If the notice of intent to sell or convert does not contain all of the material described above, then the Town, within 30 days after receipt, shall notify the landowner in writing that notice is insufficient and does not comply.

OR

Right of First Refusal. Within 120 days of a sufficient notice (and in the case of conversion, agreement as to price), the Town shall have the right of first refusal.

IV. Valuation

Sale.

In the case of intended sale, the Town may exercise a first refusal option by meeting the bona fide offer to purchase the land, i.e. match.

Conversion.

- a. Impartial Appraisal. The Town shall have an option to purchase the land at full and fair market value to be determined by an impartial appraisal performed by a certified appraiser hired at the expense of the Town or its assignee, the original appraisal to be completed and delivered to the landowner within *30 days* after the notice of conversion to the Town.
- b. In the event that the landowner is dissatisfied with the original appraisal, the landowner may, at the landowner's expense, contract for a second appraisal, to be completed within 60 days after the delivery of the notice to convert.
- c. If, after completion of the second appraisal, the parties cannot agree on a consideration, the parties will contract with a mutually acceptable appraiser for a third appraisal whose cost will be borne equally by both parties. The third appraisal shall be delivered to both parties within 90 days after the notice of conversion to the Town and shall be the final determination of consideration.
- d. Upon agreement of a consideration, the Town shall then have 120 days to exercise its option. During the appraisal process, the landowner may revoke the intent to convert at any time and with no recourse to either party.

Steps to Exercise.

Notice

- a. The option may be exercised only after a public hearing followed by written notice signed by the board of selectmen, mailed to the landowner by certified mail at the address that is specified in the notice of intent.
- b. The notice of exercise shall also be recorded at the registry of deeds and shall contain the name of the record owner of the land and description of the premises adequate for identification of them.
- c. The notice to the landowner of the Town's election to exercise its option shall be accompanied by
 - a. a proposed purchase and sale contract or other agreement between the Town and the landowner which, if executed, shall be fulfilled within a period of not more than *90 days* after the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the board of selectmen, or upon expiration of any extended period that the landowner has agreed to in writing, whichever is later.
 - b. The notice of exercise to the landowner shall be accompanied by a proposed purchase and sale contract or other agreement between the assignee and landowner which, if executed, shall be fulfilled within a period of not more than 90 days, or upon expiration of any extended period the landowner has agreed to in writing, from the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the assignee.

- c. During the 120 day period, the Town or its assignees, shall have the right, at reasonable times and upon reasonable notice, to enter upon the land for the purpose of surveying and inspecting the land, including, but not limited to, soil testing for purposes of Title V and the taking of water samples.
- d. The Town or its assignee shall have all rights assigned to the buyer in the purchase and sale agreement contained in the notice of intent.

Assignment

- a. At the public hearing or a further public hearing, the Town may assign its option to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions under the terms and conditions that the board of selectmen may consider appropriate.
 - a. The assignment shall be for the purpose of maintaining no less than 70 per cent of the land in use as forest land as defined in section 1, as agricultural and horticultural land as defined in sections 1 and 2 of chapter 61A or as recreation land as defined in section 1 of chapter 61B, and in no case shall the assignee develop a greater proportion of the land than was proposed by the developer whose offer gave rise to the assignment. All land other than land that is to be developed shall then be bound by a permanent deed restriction that meets the requirements of chapter 184.
 - b. If the first refusal option has been assigned to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions as provided in this section, the board of selectmen shall provide written notice of assignment to the landowner.
 - c. The notice of assignment shall state the name and address of the organization or agency of the commonwealth which will exercise the option in addition to the terms and conditions of the assignment. The notice of assignment shall be recorded with the registry of deeds.
 - d. If the option has been assigned to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions, the option may be exercised by the assignee only by written notice to the landowner signed by the assignee, mailed to the landowner by certified mail at the address that is specified in the notice of intent. The notice of exercise shall also be recorded with the registry of deeds and shall contain the name of the record owner of the land and description of the premises adequate for identification of them.

V. Nonexercise of Right.

Failure to record either the notice of exercise or the notice of assignment within the 120 day period shall be conclusive evidence that the Town has not exercised its option.

If the Town elects not to exercise the option, and not to assign its right to exercise the option, the Town shall send written notice of nonexercise, signed by the board of selectmen, to the landowner by certified mail at the address that is specified in the notice of intent. The notice of nonexercise shall contain the name of the owner of record of the land and description of the premises adequate for identification of them and shall be recorded with the registry of deeds.

No sale or conversion of the land shall be consummated until the option period has expired or the notice of nonexercise has been recorded with the registry of deeds, and no sale of the land shall be consummated if the

terms of the sale differ in any material way from the terms of the purchase and sale agreement which accompanied the bona fide offer to purchase as described in the notice of intent to sell except as provided in this section.

VI. Taxes

Regardless of the Town's exercise of its right of first refusal, it may be entitled to recover taxes. If the enrolled land is sold for or converted to a nonchapter use within 10 years from the date it is acquired or the earliest date of the uninterrupted use in agriculture, then the landowner is responsible for either rollback taxes or conveyance taxes, whichever is greater. These penalties apply only to the portion of the land that is changed to a nonchapter use.

However, when the classified land is being sold or converted to a residence for the owner; the owner's spouse, parent, grandparent, child, grandchild, brother or sister, or the surviving spouse of those relatives; or an employee working full-time in the use and care of the property for its classified use, no penalty tax is assessed.

Rollback Taxes

The rollback tax is assessed if the land use changes while enrolled in Ch. 61A or within 5 years of withdrawal from the Ch. 61A program. Rollback taxes are the difference between what the property tax would have been at the full assessment, known as Ch. 59 taxes, and the tax paid under Ch. 61A, plus 5% simple interest per year. However, landowners who enrolled in Ch. 61A before July 1, 2006, do not pay interest on the rollback tax. The rollback tax is calculated for each year the landowner has been enrolled in the program, up to 5 years. After more than 5 years of enrollment, the rollback tax is calculated only for the 5 most recent years of enrollment.

If the landowner withdraws from the program, the rollback tax is still assessed if the land use changes to a nonchapter use within 5 years of withdrawal. In such cases, the rollback tax is due for each year within this 5-year look-back period for which Ch. 61A reduced taxes were paid. There are no rollback tax penalties for withdrawing a property from Ch. 61A if the landowner keeps the land in a use eligible for any one of the Ch. 61 programs for a period of 5 years after it is withdrawn from the program.

Conveyance Taxes

The conveyance tax is designed to levy a more severe financial penalty if the land is sold for or converted to another use within the early years of Ch. 61A enrollment. The intent of the conveyance tax is to discourage landowners from enrolling their land in the Ch. 61A program to save taxes before developing the land. If the land is sold for or converted to a nonchapter use within 10 years from the beginning of the fiscal year when it was first acquired, this tax is due if it is greater than what the total rollback tax penalty would be. For Ch. 61A, the conveyance tax is 10% of the total price of the property if the land is sold or converted within the first year of ownership (or uninterrupted use in agriculture by the current owner), 9% if sold within the second year, and so on with the rate declining each year by 1% until it hits zero.

After the first 10 years of enrollment, the conveyance tax no longer applies. The conveyance tax can also be avoided if the land is purchased by a new owner who states on a notarized affidavit his/her intention to keep the land in a use covered by any Chapter 61 program for at least 5 years after the purchase. If the land is not continued in the use stated in the affidavit for at least 5 consecutive years, then the conveyance tax becomes due and payable by the new owner. Some transfers are exempt from the conveyance tax, including transfers between husband and wife and parent and child when no consideration is paid for the property. Before making a transfer, the owner should determine whether it would trigger the conveyance tax.

Conclusion

I hope this information is helpful. As it is quite dense, once you decide what general direction the Town wishes to pursue, we can discuss the procedural requirements to effectuate the same. In the meantime, if you have additional questions in the meantime, please do not hesitate to contact me.

21-038

Project Smile Campaign

Karen Bouret

From: Kris Fogarty
Sent: Thursday, February 4, 2021 10:15 AM
To: Mike Guzinski; Jim McCaffrey; Erin T Underhill; Pete Jurmain; Robert Mullaney; ktolson@minlib.net; Karen Bouret; Chief Rick Barrett
Cc: Recreation Committee
Subject: Project Smile
Attachments: hearts.jpg; wings.jpg; umbrella.jpg
Importance: High

Good Morning,

I would like to propose the following Project Smile campaign to our Town. I am working on getting a sponsor as well as trying to reach local businesses to see if they are interested to add to locations. I would like to get this project in motion and need to get permission to allow the murals/paintings on Town Property. Could you please review and let me know if there are any questions or suggestions before I launch to the public. I am sure committees and boards will need to take a vote before we continue. I believe this is an inspiring and positive contribution to the health and well being of our community.

Attached are a few examples including my daughter who is my inspiration for this project. ❤️

Thank you for your consideration.

Kris

“Project Smile”

Calling all artists!! Smile Wall competition.

The Millis Recreation Department is looking for artists to submit their designs and to paint one of our 5 Millis Selfie Smile Stations.

In honor of Mental Health Awareness Month the Millis Recreation Department would like to invite you, as local artists, to help foster positive self images and encourage outside activity. These will be outside murals for our community to seek out during their walks and take beautiful and fun selfies. Imagine your neighbor or yourself with a pair of wings, leading a parade, or flying in a hot air balloon - there is no limit but your imagination.

Please submit your design and we will pick the top 5. The Recreation Department will supply the paint and painting supplies. (I am working on getting a sponsor) The Smile Stations will be illustrated on the following locations:

Veterans Memorial Building – 900 Main Street

Millis Fire Department – 885 Main Street

Millis High School – 245 Plain Street

Millis Public Library – 961 Main Street

Kennedy Terrace – 411 Union Street

Please note: All time and articles that supplied by any artist will be considered a donation and a “give back” to the Town. (this would be if I cannot secure a sponsor)

If you have a local business and would like to offer your outside wall to add a Smile, please let us know!

Millis Recreation Dept.
900 Main Street
Millis, MA 02054
508-376-7050

21-039

FY22 Key Budget Items



TOWN OF MILLIS

TO: Select Board

FROM: Michael Guzinski, Town Administrator

DATE: February 2021

RE: Municipal Needs

List of Municipal needs:

- *Expand Hours of Senior Center to 40 Hours per week*
- *Expand Library Operation to 7 Days per week*
- *Expand Recreation Department Operations*
- *Develop Shared Services with School Dept. for
HR Director and IT Director*
- *Establish Budget for Road Construction / Maintenance
outside of Ch. 90 Grant Funding*
- *Increase Tree Trimming / Removal Budget*
- *Additional DPW Staff (2)*
- *Additional SB/TA Office Staff Hours*
- *Additional Treasurer's Office Staff Hours*
- *Municipal Facilities Director*

Long Term Objectives:

- *OPEB Funding*
- *Stabilization Fund Level at 5% of Operating Budget*
- *Open Space Funding*

21-040

Tri-Board Discussion

21-041

Discuss Senior Services

21-042

SB Spring Meeting Schedule

21-043

SB Minutes