



TOWN OF MILLIS

Erin T. Underhill, *Chair*
Craig W. Schultze, *Vice Chair*
Ellen Rosenfeld, *Clerk*

OFFICE OF THE SELECT BOARD

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041

Michael J. Guzinski
Town Administrator
mguzinski@millisma.gov

Karen Bouret DeMarzo
Assistant Town Administrator
kbouret@millisma.gov

SELECT BOARD MEETING AGENDA MONDAY, SEPTEMBER 26, 2022; 7:00 PM VETERANS MEMORIAL BUILDING ROOM 229

	Topic	Time	Speaker
I.	Call to Order	7:00 PM	Chair Underhill
II.	Announcements Upcoming Recreation Programs New Sign at VMB Town Meeting Date Reminder		
III.	Scheduled Appointments		
22-199	Appointments: <ul style="list-style-type: none">• Fulltime Firefighter/Paramedic• Acting Fire Lieutenant• Department Assistant I – Executive Office• Economic Development Committee Member	7:05 PM	Chief Barrett M. Guzinski E. Underhill
22-200	Review/Approve Contract for Unidirectional Flushing	7:10 PM	K. Ryan J. McKay
22-201	Discuss Response to DEP Review Order for Water Management Permit (WMP)	7:15 PM	K. Ryan J. McKay
22-202	Presentation of Final Report for Municipal Vulnerability Preparedness (MVP) Grant Flood Resiliency Project	7:25 PM	A. Goldberg R. Weiss J. McKay
22-203	Review/Approval I/I Contract	7:40 PM	J. McKay
22-204	Initial Discussion: Proposed Local Initiative Program (LIP) Project at Eden Street	7:45 PM	M. Lenehan
IV.	Open Session Items		
22-205	Review/Approval of Snowplow Rates 2022-23		J. McKay

22-206	Vote: Close Fall Town Meeting Warrant (FATM)	Sel. Underhill
22-207	Review Proposed FATM Warrant Articles	M. Guzinski
22-208	Review/Approval of One-Day Alcohol License Rich McCarthy/Bryce Matthew McCarthy Memorial Foundation	K. Bouret DeMarzo
22-209	Ratification of Microsoft Contract	M. Guzinski
22-210	Board/Committee Liaison Updates	Sel. Underhill
22-211	Approval of DRAFT Minutes	Sel. Underhill
22-212	Set Upcoming Meeting Dates	Sel. Underhill
V.	Executive Session To conduct strategy sessions in preparation for negotiations with union personnel. (SEIU/AFSCME)	
VI.	Adjournment	

Proposed Upcoming Meeting Schedule

Date	Time	Location
Monday, October 17, 2022	7:00 pm	Rm 229 VMB
TBD	7:00 pm	Rm 229 VMB

Select Board meetings are broadcast whenever possible through Millis Community Media on Comcast channel 11 and Verizon channel 38 and Zoom

Zoom (Broadcast only)
Meeting ID: 852 638 7223
Passcode: SBMeeting

ANNOUNCEMENTS

Karen Bouret DeMarzo

From: Kris Fogarty
Sent: Tuesday, September 20, 2022 9:59 AM
To: Karen Bouret DeMarzo
Subject: Selectboard Announcements

Upcoming Events: Can you announce at some point? Also I will send flyer for Website/Facebook pages tomorrow:

CEMETERY STROLL - Steve Main

Come visit Prospect Hill Cemetery to learn about some of the Town's history through the past. This program will display some of the local influences that helped form Millis that are buried here in this cemetery. Registration is required.

*Millis
10/16/22)*

All ages

*Prospect Hill Cemetery,
Saturday, 10/15/22 (rain date*

12:00 pm

Fee: \$5.00

HALLOWEEN PARTY & TOUCH A TRUCK

Bring your family and join us at the Town Hall parking lot to get up close to a variety of trucks! Halloween Party in the Town Hall Gym. Costumes encouraged!
Back by popular demand – THE PUMPKIN DROP!!!

Saturday, 10/29

1:00-3:00 pm

Please bring an unopened bag of candy as "admission".

Kris Fogarty

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

MILLIS HEALTH DEPARTMENT

HEALTH FAIR & FLU CLINIC

REGISTER HERE:

<https://home.color.com/vaccine/register/millis>

Join us for a family friendly event where we will provide health related resources, information, vaccinations and more!

***FREE** vision screenings for adults and children

***FREE** flu vaccine for ages 8+

No high-dose flu vaccine available

When: Saturday, October 15th 2022

Time: 10:00am - 1:00pm

Where: Veterans Memorial Building Gym



For questions, please contact:

Sarah Ward, RN,BSN
sward@millisma.gov
(774)993-8621



Public Health

22-199

APPOINTMENTS

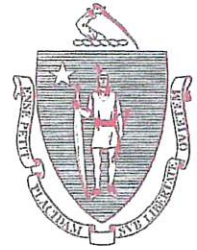


Millis Fire/Rescue

885 Main Street
Millis, Massachusetts 02054

Phone: 508-376-2361

Fax: 508-376-4339



Richard Barrett
Chief

Andrew Hladick
Deputy Chief

To: Mike Guzinski

Reg; Fulltime Firefighter/Paramedic Appointment

Date: September 15, 2022

Mr. Guzinski,

Recently the department had a retirement of a fulltime firefighter, John Alger. With this open spot I would like to replace him with a firefighter/paramedic. This will fill the empty spot and add another paramedic to the department. This is not an increase in staffing simply a replacement of a retired member.

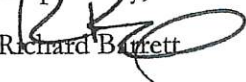
The Department posted the open position in house and received 3 qualified candidates from our Call Department. We held 2 separate rounds of interviews, first the candidates were interviewed by Deputy Chief Hladick as well as EMS Coordinator Brian Polimeno. They answered questions as well as an assessment portion where they had scenario based questions. The second interview was conducted by myself, and after reviewing all the information we were able to come to a unanimous decision, that Brandon Greene would be our recommendation.

Brandon served in the United States Navy as a Master at arms where he learned valuable skills in crisis communication, emergency first responding and high value asset protection. Brandon joined our department in July of 2021 and quickly learned the skills of firefighting and EMS. He is certified Firefighter I/II, Emergency Medical Technician at the Basic level and enrolled in Paramedic School through Mass Bay Community College. Brandon has been filling in as a temporary fulltime firefighter for an injured firefighter. We strongly believe that Brandon will be a great addition to our department and a dedicated, long serving member as well.

As a condition of hire, Brandon will have to complete and become certified as a Paramedic within 2 years of his appointment. He recently completed a CORI and has a current physical and drug screen.

I am recommending that the Town of Millis hire Brandon Greene as a fulltime firefighter/paramedic.

Respectfully,


Richard Barrett

Fire Chief

Karen Bouret DeMarzo

From: Chief Rick Barrett
Sent: Monday, September 19, 2022 10:25 AM
To: Mike Guzinski
Cc: Karen Bouret DeMarzo
Subject: Temporary position

Good Morning,

Lt. Schulz is going to be out with an elbow injury for an extended period of time and I would like to put a senior firefighter in an acting Lt. position while he is out. I will move EMS/Coordinator Brian Polimeno to acting Lt. on Group B. Please let me know what you need from me to move this forward as soon as possible.

Respectfully,

Richard Barrett, CFO
Fire Chief/EMD
885 Main St.
Millis, Ma 02054
Phone: 508-376-2361
Fax: 508-376-4339



Disclaimer

The information contained in this communication from the Town of Millis is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.



TOWN OF MILLIS

Erin Underhill, *Chair*
Craig Schultze, *Vice Chair*
Ellen Rosenfeld, *Clerk*
Michael J. Guzinski, *Town Administrator*

Economic Development Committee
Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-906-3742
Fax: 508-376-7053
rweiss@millisma.gov

TO: Millis Select Board

FROM: Robert Weiss, Economic Development & Planning Director

DATE: September 26, 2022

RE: Appointment of Matt Iorlano to the Economic Development Committee

This evening, on behalf of the members of the Millis Economic Development Committee and its Chair, Nicole Riley, I am asking the members of the Select Board to appoint Matt Iorlano of Millis to the Economic Development Committee.

Earlier this month after meeting and interviewing Mr. Iorlano, the Economic Development Committee voted unanimously to nominate him for membership.

Matt has experience as an operations and technology manager and has been involved with the Millis Website Committee and Millis's Beautification Day activities. The Committee members feel that his experience in business and his interest in the Millis community's activities will make him a valuable contributor to the EDC's work.



TOWN OF MILLIS

Erin T. Underhill, *Acting Chair*
Craig W. Schultze, *Vice Chair*
Ellen Rosenfeld, *Clerk*

OFFICE OF THE SELECT BOARD & TOWN ADMINISTRATOR

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041
Townadministratorsoffice@millisma.gov

Michael Guzinski
Town Administrator
mguzinski@millisma.gov

Karen Bouret DeMarzo
Assistant Town Administrator
kbouret@millisma.gov

September 23, 2022

To: Select Board

From: Karen Bouret DeMarzo, Assistant Town Administrator

Re: Appointment of Victoria Schindler

At the Annual Town Meeting last spring, a new 18 hour per week clerical position was approved for the Town Administrator's Office. The position was posted internally followed by externally on June 1, 2022. The Town Administrator and I interviewed Victoria Schindler on Wednesday, September 14th. We both agree Victoria's skills and willingness to learn on the job make her a great fit for this position.

We are asking the Board to ratify the Town Administrator's appointment of Victoria Schindler to the position of Department Assistant I pending successful completion of a standard office physical.



TOWN OF MILLIS

OFFICE OF THE TOWN ADMINISTRATOR

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041
townadministratorsoffice@millisma.gov

Michael Guzinski
Town Administrator
mguzinski@millisma.gov

Karen Bouret DeMarzo
Operations Support Manager
Karen.bouret.demarzo@millisma.gov

Department Assistant I Office of the Town Administrator/Select Board

The Town of Millis is seeking applicants for an 18 hour per week, part-time clerical position for the Town Administrator/Select Board's Office. Weekly hours shall be flexible in accordance with the needs of the department. Some evening hours will be required. This is a SEIU Union, non-benefitted position.

Starting hourly wage \$19.38

Applications are available upon request at the Town Administrator's Office, Veterans Memorial Building, 900 Main Street, Millis, MA 02054 , or at millisma.gov. Completed job application and resume should be returned to the Town Administrator's Office Town at townadministratorsoffice@millisma.gov

POSTED 6/1/22
Open until filled

The Town of Millis is committed to creating a diverse environment and is proud to be an equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or veteran status. The Town of Millis is committed to compliance with all fair employment practices regarding citizenship and immigration status.



TOWN OF MILLIS

OFFICE OF THE BOARD OF SELECTMEN

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

VOLUNTEER/TALENT FORM

Millis is a small town with a long tradition of friendly volunteers. This variety of more than 30 committees and commissions and boards invites you to shape the day-to-day quality of life here preserving our hometown's character while being influential in areas of personal interest or professional background. We invite our fellow neighbors to join in the fun as volunteers to make a difference in our town while meeting new and interesting people through a shared effort. Time requirements for participation and assignments differ by group; some meet year-round, others seasonally, and some have special projects that are short-term. To sample a committee of interest, public meeting agendas with dates and locations are posted on the bulletin board at the Veterans Memorial Building and online. Attending a committee meeting is the best way to become familiar with the focus. Please introduce yourself by completing this form and either bringing it to Karen Bourret at the Town Administrator's office, or sending it to her at kbouret@millisma.gov. Check all committees or preference.

- | | |
|---|--|
| <input type="checkbox"/> Agricultural Commission | <input type="checkbox"/> Board of Assessors |
| <input type="checkbox"/> Cable TV Advisory Committee | <input type="checkbox"/> Capital Planning Advisory Committee |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Charter Review Committee |
| <input type="checkbox"/> Community Preservation Committee | <input type="checkbox"/> Conservation Commission |
| <input type="checkbox"/> Council on Aging | <input type="checkbox"/> Cultural Council |
| <input type="checkbox"/> Drinking Water Committee | <input checked="" type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Emergency Management Agency | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Energy Committee | <input type="checkbox"/> Insurance Advisory Committee |
| <input type="checkbox"/> Historical Commission | <input type="checkbox"/> Master Plan Implementation Comm. |
| <input type="checkbox"/> Local Emergency Planning Committee | <input type="checkbox"/> Commission on Disability |
| <input type="checkbox"/> Oak Grove Farm Commission | <input type="checkbox"/> Poll Worker/Election Volunteer |
| <input type="checkbox"/> Permanent Building Committee | <input type="checkbox"/> Planning Board Associate |
| <input type="checkbox"/> Recreation Committee | <input type="checkbox"/> Open - No Preference |
| <input type="checkbox"/> Public Weighers | <input type="checkbox"/> Regional Transportation Advisory Council |
| <input type="checkbox"/> Registrar of Voters | <input type="checkbox"/> Sewer Study Committee |
| <input type="checkbox"/> Town Meeting Study Committee | |
| <input type="checkbox"/> Zoning Board of Appeals | |
| <input type="checkbox"/> Website & Communications Committee | |

NAME: Matt Iorlano ARE YOU A REGISTERED VOTER: Yes

HOME ADDRESS: 62 Norfolk Rd. Millis, MA 02054

PREFERRED PHONE: 617-448-4639 EMAIL: miorlano@comcast.net

SPECIAL INTERESTS/OCCUPATION: Operations & Technology Manager for Interlocken Online

REASON FOR WANTING TO SERVE: meeting other town residents, getting to know my town better, and giving back

OTHER VOLUNTEER EXPERIENCE: Millis website committee, 3x fundraiser/marathon runner for Boston Children's Hospital, New Life Furniture Bank Habitat for Humanity, Cradles to Crayons, Millis Beautification Day, various park cleanups

22-200

Unidirectional Flushing Contract



TOWN of MILLIS

DEPARTMENT OF PUBLIC WORKS

900 MAIN STREET, MILLIS, MA 02054

TO: Michael Guzinski, Town Administrator
FROM : James F. McKay, Director of Public Works
DATE : September 21, 2022
SUBJECT : Water System Flushing and Valve Support Contract

I would ask that you approve and sign the following contract:

Kleinfelder Northeast, Inc.
One Beacon Street
Boston, MA 02108
Not to exceed \$49,465
71000052-578500 Special Projects - \$44,968
71000052-579000 Reserve Fund - \$4,497

Michael Guzinski, Town Administrator

Date:



September 1, 2022

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

RE: Proposal for Water System Flushing Services

Dear Mr. McKay:

Please find herein a proposed Scope of Services to assist the Town in performing the existing drinking water distribution system unidirectional flushing plan.

BACKGROUND AND PURPOSE

The Town of Millis, MA has an existing unidirectional flushing plan created in 2015 by others. The Town has not been able to execute this plan and has requested that Kleinfelder provide review, updates, training, and assistance to help the Town with flushing and valve exercising.

SCOPE OF SERVICES

Task 1 – Water Valve Exercising Program Assistance

Kleinfelder will provide up to 100 hours of office and/or field-based assistance and training for the Town's water operations staff to implement a valve exercising program for water distribution system valves. Kleinfelder will help the Town prepare a plan to identify deficient valves that are paved over, seized, and have rounded operating nuts. If needed, Kleinfelder support may include GIS updates. This will help the Town correct the deficiency noted in the 2020 MassDEP Sanitary Survey.

Task 1 Deliverable:

- Draft and Final memo outlining a valve exercising program for the Town

Task 2 –Unidirectional Flushing Program Assistance

2A: Plan Review & Updates: Kleinfelder will review the Town's existing unidirectional flushing plan for completeness, clarity and efficiency. This review will require reading each flushing sequence and evaluating the maps and comparing them to the Town's water maps. Kleinfelder will discuss proposed updates to the plan with the Town and design proposed changes for incorporation into the existing plan. Kleinfelder assumes that up to 20 changes to the plan may be recommended for updates.

2A Deliverables:

- Draft and Final memo summarizing flushing plan review

- Draft and Final sequence updates

2B: UDF Training: Kleinfelder will provide one 3-hour office-based training session for the Town's water operations staff to review the plan and discuss logistics including important considerations for safety and customer relations. At the training, each attendee will be asked to explain a flushing sequence from start to finish – explaining where to go, what valve(s) to open or close, what hydrant(s) to operate and how to handle public interactions. Kleinfelder staff will provide advice throughout the training session.

2B Deliverable:

- Up to 3 hours of in-person or remote training with associated training documents and presentations.

2C: Unidirectional Flushing Plan Field Support: Kleinfelder will provide up to 40 hours of field-based training / support for the Town's water operations staff to complete unidirectional flushing sequences from the Town's flushing plan, as modified in Task 1.

2C Deliverable:

- Notes on flushing topics discussed in the field.

Task 2 labor represents up to about 200 hours of support.

EXCLUSIONS AND ASSUMPTIONS

- Kleinfelder assumes that all valve and hydrant operations will be by Town staff using Town equipment.
- Kleinfelder assumes that the Town will provide a suitable location for training.
- Kleinfelder assumes that all public notices will be distributed by Town staff.

FEE ESTIMATE

The proposed scope of services for all tasks will be completed for a lump sum by task price.

Task	Estimated Hours	Total Fee
1 – Water Valve Exercising Program Assistance	100	\$17,400
2A – Review / Update of Existing Unidirectional Flushing Plan		\$17,500
2B – Unidirectional Flushing Plan Training	200	\$5,225
2C – Unidirectional Flushing Plan Implementation Support		\$9,340
Total	300	\$49,465

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.

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

Respectfully Yours,

KLEINFELDER



Kirsten Ryan, Project Manager

cc: File

**OWNER-ENGINEER AGREEMENT –
WATER SYSTEM FLUSHING AND VALVE SUPPORT SERVICES**

THIS AGREEMENT made this ___ day of September in the year Two Thousand and Twenty-Two, 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 “WATER SYSTEM FLUSHING AND VALVE SUPPORT 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 payment basis as provided in Attachment A.
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. Progress and Completion: The Engineer shall commence work promptly upon execution of this Agreement. The Engineer shall prosecute and complete the work regularly, diligently and uninterruptedly at such rate of progress as will insure completion within the proposed schedule in Attachment A. 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 of 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.

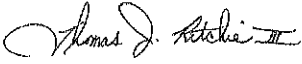
D. Owner shall provide unimpeded and timely access to the project site as may be required of Engineer for the successful and timely performance of the services, including third party sites.

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 NORTHEAST, INC.

TOWN OF MILLIS

By: 
Name: Thomas J. Ritchie, III
Title: Area Manager

By: _____
Name: Michael J. Guzinski
Title: Town Administrator

Approved as to form

Town Counsel

Approved as to availability of funds

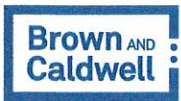
Finance Director, Town of Millis

22-201

DEP Review Order for WMP

22-202

MVP Grant Flood Resiliency Project

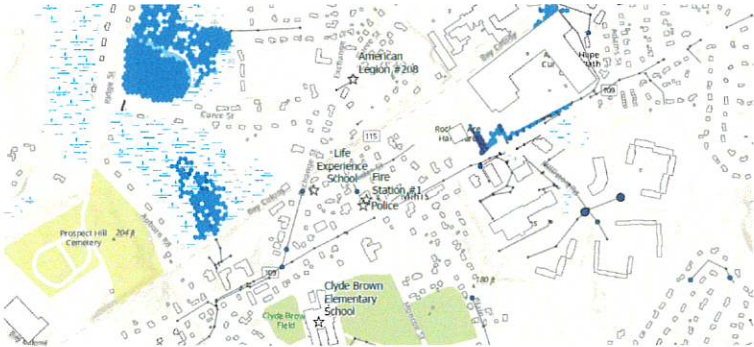


Millis Flood Resiliency Plan



September 26, 2022

Jim McKay, DPW Director
Robert Weiss, Town Planner
Andrew Goldberg, Water Resources Planner - Brown and Caldwell



1. Introduction
2. Project purpose and process
3. Modeling findings
4. Evaluated alternatives for selected project areas
 - Union Street
 - Pollard Drive
 - Main Street near the Library
5. Next Steps

Purpose of developing Millis' Flood Resiliency Plan

- identify areas in Town that are vulnerable to flooding or will be in the future
- develop strategies to mitigate flooding to protect critical community assets
- educate the public about flooding risks and engage the community on solutions that will be beneficial

Process for developing Millis' Flood Resiliency Plan

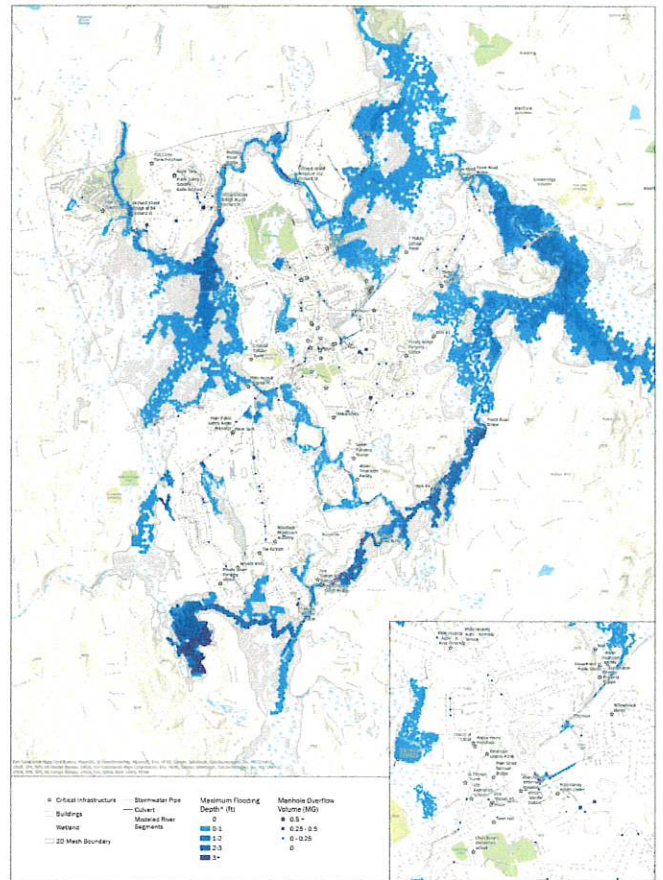
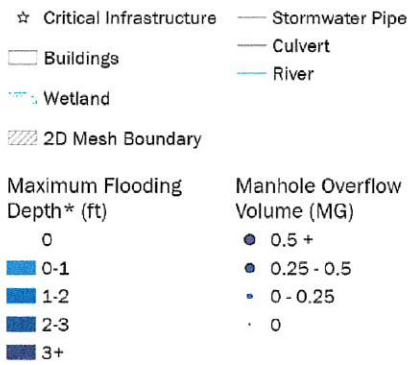


Process for developing Millis' Flood Resiliency Plan

What?	How?	Why?
Collect Data	<ul style="list-style-type: none"> Completed a multi-week field data collection effort with DPW Staff to map the drainage system Completed condition assessment of 75 culverts Interviewed stakeholders on historic flooding issues Updated the Town's stormwater GIS 	<p>Improve the accuracy and completeness of the Town's drainage infrastructure data for use in flood modeling and for use in other programs, such as asset management and regulatory compliance.</p>
Develop Models and Assess Vulnerabilities	<ul style="list-style-type: none"> Developed a Town-wide stormwater model Conducted an evaluation of flooding under multiple storm events (current and future climate) Identified vulnerable critical community infrastructure assets under these design storms 	<p>Assessed flood vulnerabilities under multiple climate and storm scenarios. Identify current and future flood risks to critical facilities Town-wide.</p>
Develop Flood Mitigation Solutions	<ul style="list-style-type: none"> Developed a near-term Capital Improvement Plan for the Town's culverts Developed flood mitigation strategies for 3 project areas 	<ul style="list-style-type: none"> Increased the Town's understanding of maintenance and capital investment needs Developed strategies to mitigate flooding in high priority areas (Downtown) using a mix of solutions
Educate the Public	<ul style="list-style-type: none"> Developed a press release, project website, data request survey, and a PSA video Participation in Millis Beautification Day Participation in Meetings 	<p>Increased awareness of the impacts of climate change on the Town's flooding vulnerabilities and potential solutions to mitigate risk</p>

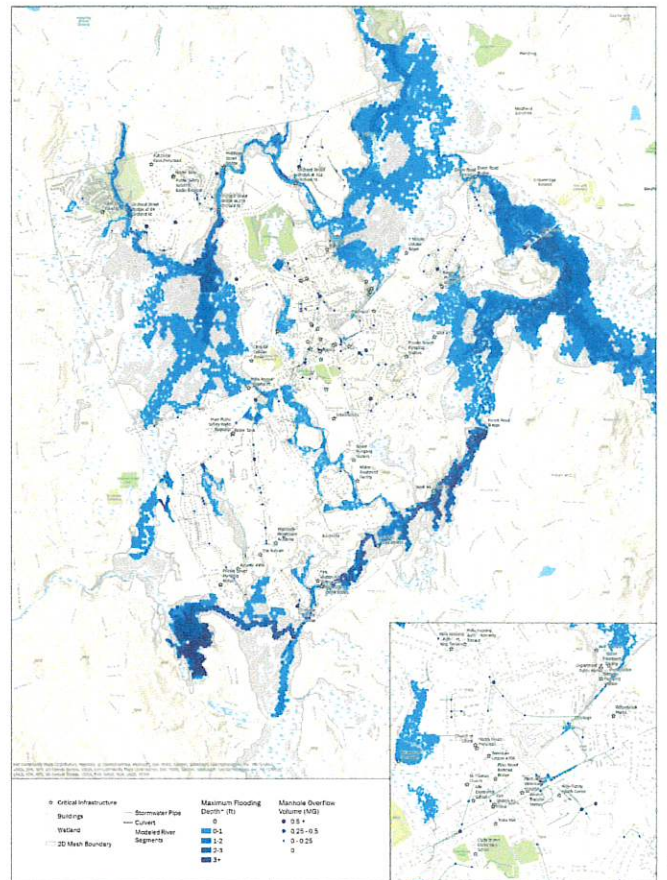
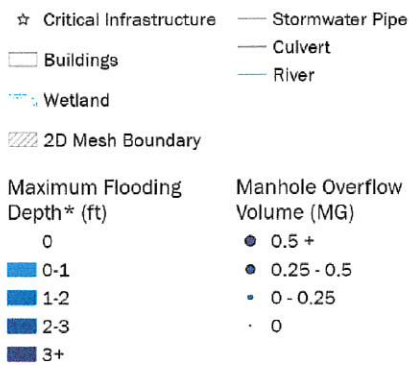
Modeling findings

Present day climate: 2030 10-year, 24-hour rain event stormwater model results



Modeling findings

Future climate: 2070 10-year, 24-hour rain event stormwater model results



Modeling findings

Critical Facilities Impacted by Manhole Overflows

Description	Overflow Volume from Nearby Stormwater Manholes (MG)									Duration of Overflows from Nearby Stormwater Manholes (MG)								
	2-Year Storm			10-Year Storm			100-Year Storm			2-Year Storm			10-Year Storm			100-Year Storm		
	Base-line	2030	2070	Base-line	2030	2070	Base-line	2030	2070	Base-line	2030	2070	Base-line	2030	2070	Base-line	2030	2070
Orchard Street Bridge at 219 Orchard St	0.033	0.069	0.092	0.199	0.243	0.283	0.416	0.475	0.551	0.92	1.13	1.48	3.89	4.53	5.34	7.83	8.84	9.83
Fire Station #1		0.002	0.003	0.008	0.015	0.025	0.06	0.063	0.025		11.61	11.83	12.25	12.3	12.38	12.67	13.1	13.35
Police		0.002	0.003	0.008	0.008	0.025	0.059	0.063	0.025		11.61	11.83	12.25	12.3	12.38	12.67	13.1	13.35
Woodside Montessori Academy				0.001	0.006	0.002	0.127	0.297	0.778				0.18	0.47	0.63	1.09	1.81	2.01
Lifa Experience School					0.003	0.010	0.098	0.144	0.215					0.27	0.67	1.1	1.24	1.41
Glen Ellen Country Club					0.003	0.015	0.08	0.152	0.27					0.3	0.61	0.95	1.06	1.2
Sewer Pumping Station					0.002	0.017	0.103	0.075	0.103					0.21	0.62	0.97	0.94	1.15
Clyde Brown Elementary School						0.003	0.02	0.208	0.049						0.2	0.71	0.95	0.77
Main Public Safety Radio Repeater							0.032	0.068	0.128							0.7	0.86	1.06
Water Tank							0.032	0.068	0.128							0.7	0.86	1.06
American Legion #208							0.003	0.01	0.031							0.15	0.27	0.68

Note: this is a subset of the full list of all critical community assets developed by MAPC in 2018. This list only contains facilities that will be impacted by flooding based on the modeled storm scenarios

Modeling findings

Critical Facilities Impacted by Surface Flooding

Description	Maximum Flooding Depth (ft)									Maximum Flooding Elevation (ft)								
	2-Year Storm			10-Year Storm			100-Year Storm			2-Year Storm			10-Year Storm			100-Year Storm		
	Base-line	2030	2070	Base-line	2030	2070	Base-line	2030	2070	Base-line	2030	2070	Base-line	2030	2070	Base-line	2030	2070
Dover Road Trestle	0.04	0.04	0.07	1.13	1.23	1.38	1.64	1.73	1.88	112.1	112.1	112.1	113.2	113.3	113.4	113.7	113.8	113.9
Myrtle Street Bridge		0.03	0.3	0.74	0.74	0.88	1.51	0.81	1.24		127.2	127.4	127.7	127.8	127.8	128.7	127.9	128.3
Well #4				0.02	0.21	0.5	0.99	1.09	1.25				112.4	112.6	112.9	113.3	113.4	113.6
Forest Road Bridge							0.21	0.35	0.45							120.2	120.4	120.5
Orohard Street Bridge at 84 Orohard St									0.01									140.6

Note: this is a subset of the full list of all critical community assets developed by MAPC in 2018. This list only contains facilities that will be impacted by flooding based on the modeled storm scenarios

Next steps the Town may consider

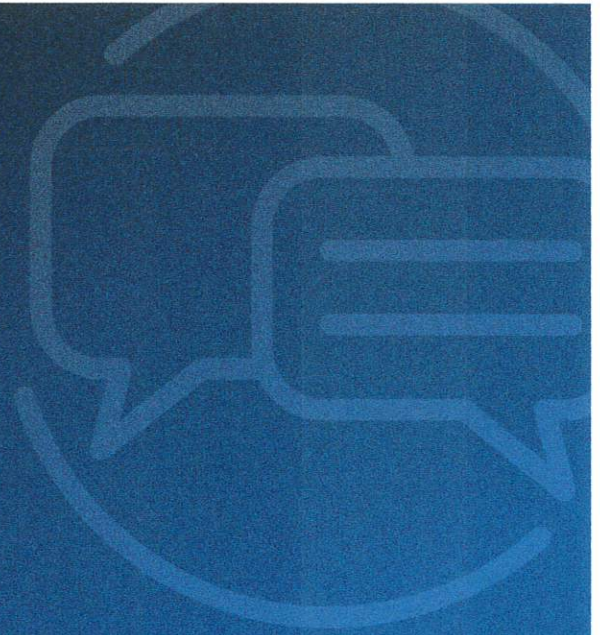
- Selecting and implementing one or more of the project alternatives
- Completing additional alternative analysis outside of the Downtown corridor
- Competing for grants to fund a portion of future work (study, design, construction)



Thank you.

Questions?

Brown AND **Caldwell**



22-203

I/I Contract



TOWN of MILLIS

DEPARTMENT OF PUBLIC WORKS

900 MAIN STREET, MILLIS, MA 02054

TO: Michael Guzinski, Town Administrator
FROM : James F. McKay, Director of Public Works
DATE : September 21, 2022
SUBJECT : 2022 I/I Investigations

I would ask that you approve and sign the following contract:

GCG Associates, Inc.
84 Main Street
Wilmington, MA 01887
Not to exceed \$136,710
7000052-578500 Special Projects - \$136,710

Michael Guzinski, Town Administrator

Date:

January 26, 2022

ATTACHMENT "A"

Mr. James McKay
Deputy Director
Department of Public Works
Memorial Building
900 Main Street
Millis, MA 02054

RE: Millis, Massachusetts
Proposal for Engineering Services
2022 I/I Investigations

Dear Mr. McKay,

We are pleased to submit for your approval, this letter of agreement for the performance of engineering services for the 2022 Infiltration and Inflow (I/I) Investigations as required by MassDEP for the operation of Millis's sanitary sewer collection system.

SCOPE OF SERVICES

The I/I investigations developed for the Town of Millis are in accordance with the MassDEP approval of the I/I Analysis and Sewer System Evaluation Survey conducted by GCG Associates in 2018 and the recommended schedule of investigations and repairs for plan year 2022. The I/I investigations shall be conducted during 2022 according to the following guidelines

TASK – I/I Investigations and Report

- Complete the inflow investigations consisting of the 1st phase of (950) internal building inspections to find sump pumps, building drains and roof drains connected to the sewer system. The internal building inspections to begin within the sub basins contributing the largest amount of inflow to the sewer system.
- Perform Dyed Water Testing to confirm sources of inflow to the sanitary sewer system for direct and indirect stormwater connections resulting from internal building inspections.
- Develop rehabilitation methods and costs for inflow sources.
- Prepare an I/I Investigation Report summarizing the results of the field investigations and shall consist of the following:
 - a. Summary highlighting all tasks performed, conclusions, and recommendations, approximate costs and schedule for further work with tables and estimated quantities of I/I components.
 - b. Description of the wastewater Collection System.
 - c. Description of problems with the system.
 - d. Sewer Map delineating pipe sizes
 - e. Results of inspections and recommendation for rehabilitation.

- f. Proposed recommendations including cost and schedule for repairs.
- g. Appendices – Detailed internal building inspections and dye test logs and pertinent information.

Fee schedule

The not to exceed fee for providing the above scope of services would be \$136,710. See attached breakdown of man-hours for estimated cost. The subcontractor work would be invoiced as a reimbursable expense. See attached estimated contract.

The total fees for the above listed Scope of Services will not be exceeded without formal agreement between the parties of this agreement. A change in the Scope of Services will be considered cause to modify this agreement. Changes, other than minor revisions, requested by the Owners, or any review boards; will be considered as a change in the Scope of Services. If you have any questions or require additional information, please call. Sincerely,

Respectfully submitted,
GCG ASSOCIATES, INC.

Michael J. Carter

Michael Carter, P.E.
President

			Town of Millis						
			2022 I/I INVESTIGATIONS						
			ESTIMATED MAN-HOUR BREAKDOWN & FEE SCHEDULE						
Project Task		Estimated Man-hour Effort							
Personnel		Project Manager	Senior Engineer	Project Engineer	Inspections (\$125/Insp.	Estimated Fees			
Hourly Rates		\$160	\$135	\$100					
TASK-I/I INVESTIGATIONS AND REPORT									
Investigations									
Coordinate and Perform Int. Building Inspections		6	40	40	950				
and Perform Dye Testing on Sources			8	8					
Inspection Total		6	48	48	950*	\$130,990.00			
Report									
a. Prepare Report		2	40	0					
SUBTOTAL		2	40	0		\$5,720			
*950 Internal Building Inspections					TOTAL ESTIMATED FEE	\$136,710.00			

OWNER-ENGINEER AGREEMENT
ENGINEERING SERVICES FOR 2021-I/I INVESTIGATIONS

THIS AGREEMENT made this ____ day of _____, in the year Two Thousand and twenty two between GCG Associates, with a usual place of business at 84 Main St., Wilmington, MA 01887 hereinafter called the Engineer, and the Town of Millis, acting by its Board of Selectmen, with a usual place of business at 900 Main St., Millis, MA 02054, hereinafter called the Owner.

The Engineer and the Owner, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Engineer shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as Engineering Services for the 2022 Infiltration and Inflow Investigations. The work will include providing design services in accordance with the Scope of Services set forth in the proposal dated January 26, 2022 attached hereto as "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, in current funds, the sum of one hundred and thirty six thousand seven hundred and ten dollars (\$136,710) as shown on attachment A attached hereto for the Infiltration and Inflow Analysis/Plan.

3. Commencement and Completion of Work and Liquidated Damages

- A. It is agreed that time is of the essence of this Agreement. The Engineer shall commence and prosecute the work under this Agreement upon execution hereof and shall commence work immediately upon execution of the agreement. The time limits list in Attachment A are maximal but due to the emergency nature of this project time is of the essence and the engineer shall perform the work in an expeditious manner.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Agreement wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement.

- C. Progress and Completion: Engineer shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and without interruption at such a rate of progress as will insure completion of report documents within 365 calendar days.
4. Performance of the Work
- A. Direction of the Work: The Engineer shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the Engineering/design profession for projects similar to the Project in scope, difficulty and location. The Engineer shall be solely responsible for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
- (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, the Engineer shall be responsible for the professional and technical accuracy and the coordination of all reports, designs, drawings, specifications, estimates and other work or services furnished by him or his consultants and subcontractors. 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.
 - (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, including

those of the Massachusetts Highway Department and the Department of Environmental Protection.

(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 reports, drawings, plans, specifications, cost estimates 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 re-use 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 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. The Owner represents that it has disclosed to the Engineer all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Engineer observes that any of the Owner's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

- (3) 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; Contractor'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 Owner and Engineer.

6. Payments to the Contractor

- 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 work, the Owner and the Engineer shall mutually agree to an adjustment in the Contract Price. Delay of one year or more by the Owner plus a significant change in the estimated construction cost will be considered a change in the scope of 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 of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the Owner; (b) at 1.0 times the

actual cost of additional or specially authorized expense items, as approved by the Owner.

8. Final Payment, Effect

The acceptance of final payment by the Engineer shall constitute a waiver of all 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 and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, 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 and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the Engineer's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the Engineer or his employees, agents, subcontractors or representatives.

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 construction 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 six (6) years after completion.

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/\$3,000,000.
- F. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by 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 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 to, 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 writing 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 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.

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- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

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.

ENGINEER:

OWNER:

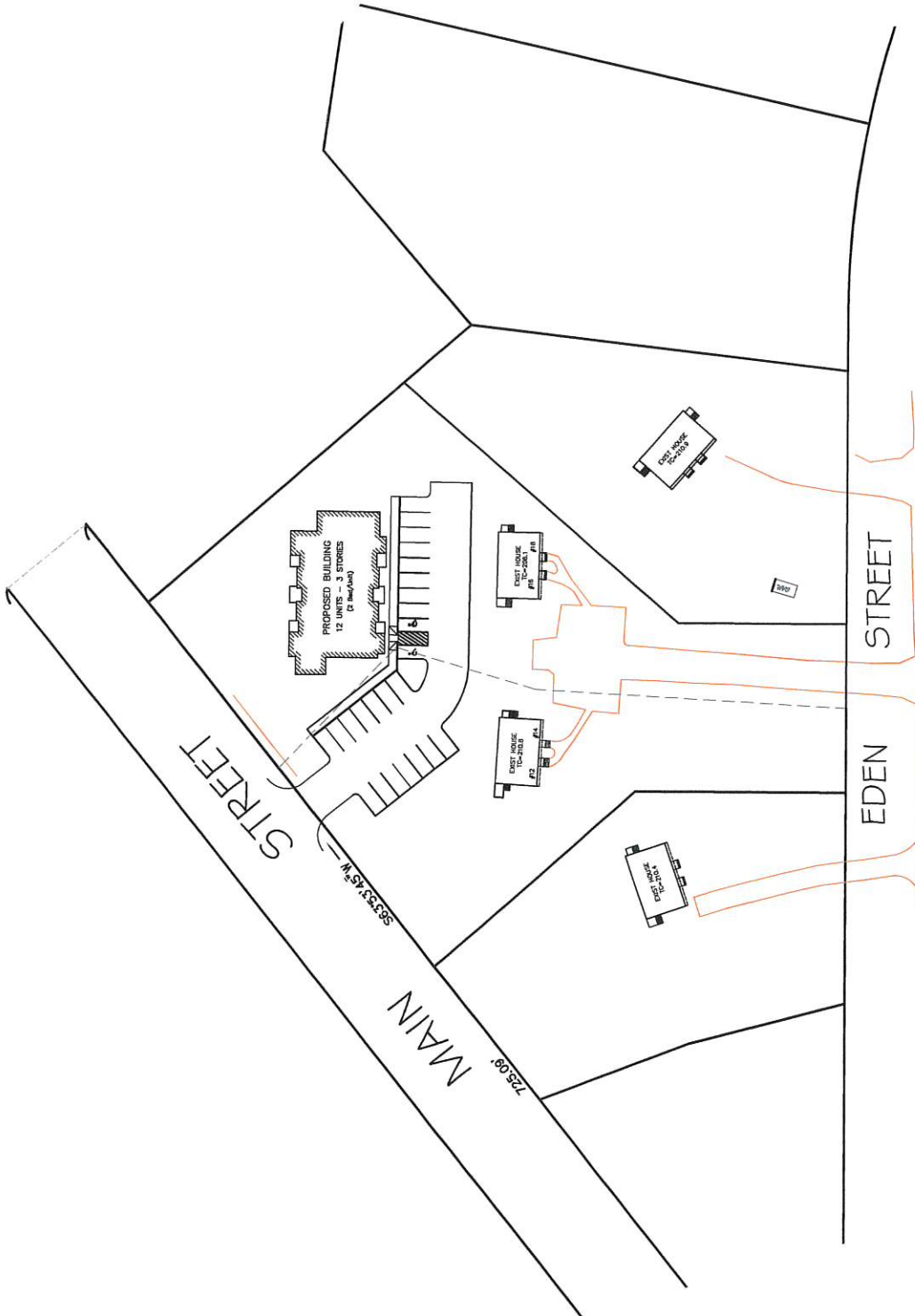
By: Michael J. Carter
Name: Michael J. Carter
Title: President

By: _____
Name: Michael J. Guzinski
Title: Town Administrator

22-204

Proposed LIP at Eden Street

ASSESSOR'S REFERENCES:
 MAP 2N, LOTS 31, 32, 35 & 36
 NEED DETERMINATION
 NORFOLK COUNTY REGENCY OF DEEDS
 Bk. 30594, Pg. 323
 Bk. 30594, Pg. 323
 Bk. 30596, Pg. 478
 Bk. 37267, Pg. 588
 NORFOLK COUNTY REGENCY OF DEEDS
 PLAN No. 781 OF 1864, Bk. 4827, Pg. 500
OWNERS OF RECORD:
 1. EDEN STREET LLC
 2. 20-23 EDEN STREET LLC
 3. 1218 EDEN STREET LLC
 NORFOLK COUNTY REGENCY OF DEEDS
 NEEDHAM, MA 02462
ZONING CLASSIFICATION:
 URBAN SUBURBAN E-S
LOT DIMENSIONS:
 FRONTAGE: 128 FT.
 DEPTH: 320 FT.
SETBACKS:
 FRONT: 40'
 REAR: 40'



NOTE: IT SHALL BE THE RESPONSIBILITY
 OF THE CONTRACTOR TO VERIFY ALL
 DIMENSIONS AND UTILITIES PRIOR TO COMMENCEMENT OF
 ANY CONSTRUCTION. NOTIFIED 72 WORKING
 HOURS IN ADVANCE OF CONSTRUCTION.
 DISAPPT 1-888-344-7233



REVISIONS	
NO.	DATE

CONCEPTUAL PLAN OPTION 3
 EDEN & MAIN STREET
 MILLIS, MASSACHUSETTS
 PREPARED FOR:
 MICHAEL LENAHAN
 189 NEHOLDEN STREET
 NEEDHAM MA 02462

GLM Engineering Inc.
 19 EXCHANGE STREET
 HOLLISTON, MA 01746
 P: 508-429-1100
 F: 508-429-7160
 www.glmengineering.com

JOB No. 17-381
 DATE: SEPT. 12, 2022
 SCALE: 1"=20'
 SHEET: 1 OF 1
 PLAN #: XX,XXX

22-205

Snowplow Rates 2022-23

Town of Millis
Snow Plow Rates 2022 – 2023

TOWN OF MILLIS SIGN ON BONUS and END OF SEASON PAYMENT

- The Contractor shall be entitled to a payment of \$2,000.00 per contractor, per fiscal year. \$1,000.00 will be made after the contract between The Town and The Contractor has been fully executed an additional \$1,000.00 will be paid on April 15, at the end of the contract year.

This payment represents consideration for the Contractor being continuously on-call and available to provide snow removal services to The Town throughout the season and must be fully executed on or before November 15, of the contract year.

If the contract is not fully executed until after November 15, the sign on bonus payment will be reduced to \$1,000.00 for the contractor per fiscal year. \$500.00 will be made after the contract between The Town and The Contractor has been fully executed an additional \$500.00 will be paid on April 15, at the end of the contract year.

- The Contractor shall receive a payment of \$500.00 for each piece of snow removal equipment that is provided for snow plowing services for the entire season. This payment will only be made if said piece of equipment was available and provided snow removal services during the entire winter season, i.e. each storm November through April.

**Town of Millis
Snow Plow Rates 2022 – 2023**

Type	Description	Hourly Rate
Truck	Pickup, min. size ¾ ton 8,600-11,999 GVW, equipped with 4-wheel drive and minimum 8 ft. length power angle plow.	\$85.00/hr
Truck	Small six-wheeler (1 ton) 12,000-26,000 GVW, equipped with minimum 9 ft. length power angle plow non cdl.	\$105.00/hr *deduct \$5/hr for 8 ft plow
Truck	Large six-wheeler, minimum 26,001 GVW, equipped with minimum 11 ft. length power angle plow.	\$150.00/hr *deduct \$5/hr for 10 ft plow
Backhoe	Backhoe with 10 ft. minimum power angle plow, AWD.	\$150.00/hr *deduct \$5/hr for fixed plow
Loader	Loader with 10 ft. minimum plow, minimum 2 cu/yd. bucket	\$160.00/hr
Loader	Loader with 10 ft. minimum plow, minimum 3 cu/yd. bucket	\$200.00/hr
Skid steer	Skid steer with attachments	\$95.00/hr
TRUCKS FOR HAULING		
Truck	6-Wheeler minimum GVW 26,001	\$100.00/hr
Truck	10-Wheeler	\$120.00/hr

22-206

Vote to Close FATM

22-207

FATM Articles

22-208

One-Day Alcohol License



TOWN OF MILLIS

OFFICE OF THE SELECT BOARD

Veterans Memorial Building
900 Main Street • Millis, MA 02054
Phone: 508-376-7041
townadministratorsoffice@millisma.gov

ONE-DAY SPECIAL ALCOHOL LICENSE

The Select Board of the Town of Millis has approved, pursuant to the provisions of Chapter 138 Section 14, issuance of a special license as described herein:

Date of Local Authority Approval: _____

Rich McCarthy on behalf of the Bryce Matthew McCarthy Memorial Foundation,

Name of Applicant: Inc. - a non-profit 501(c)(3)

Name of Establishment: Oak Grove Farm

Address: 444 Exchange St. #400 Millis, MA 02054

Description of Establishment: Outdoor field

Date(s) of Function(s): Sunday October 23rd, 2022

Description of Function(s): Outdoor fundraiser event for the Bryce Memorial Foundation (see page 2)

Hours of Sales: 11:00am-3:45pm

License is for sale of: All alcoholic beverages
Wine & Malt

The establishment is: For profit
Non-profit

Restrictions imposed by the Select Board: _____

Town of Millis Select Board:

Chair

Vice Chair

Clerk

22-209

Ratify Microsoft Contract

Karen Bouret DeMarzo

From: James Donovan
Sent: Friday, September 23, 2022 11:12 AM
To: Karen Bouret DeMarzo
Subject: For the select Board meeting - Microsoft agreement change

IT is seeking the Select Board to authorize Town Administrator Mike Guzinski as the responsible signatory to change our Microsoft agreement. We are adjusting our agreement type from Customer Led to Field Led. This change is based on information recently shared by our Microsoft representative of an opportunity to streamline our billing and purchasing directly from Microsoft and receive credits to use for Azure services. There are no changes to our level of service or commitment to remain in this type of agreement if we should choose to revert back to Customer Led. The change in agreement does not incur additional cost and results in a \$4800 credit to the Town that can be used for anything regarding Azure.

Jim Donovan
IT Director
Town of Millis
900 Main Street
Millis, MA 02054
(508)906-3748

To book an appointment with me just click the link below and setup a time.

<https://outlook.office365.com/owa/calendar/ITScheduling@millisma.gov/bookings/>

Hours:
Mon 8:30-5, Thurs 8:30-5, Fri 8:30-1230

22-210

Board/Committee Liaison Updates

22-211

Approval of Draft Minutes

6/06/2022

6/23/2022

8/2/2022

8/22/2022

22-212

Set Meeting Dates