



TOWN of MILLIS
DEPARTMENT OF PUBLIC WORKS

900 MAIN STREET, MILLIS, MA 02054

TO: Wayne Klocko, Chairman Permeant Building Committee
FROM : James F. McKay, Director of Public Works
DATE : May 1, 2019
SUBJECT : Quote

Attached is a quote for the installation and dismantling of the water, sewer and electrical services for the temporary trailers located at 7 Water Street.

Lease Agreement from WILLSCOTT

• Labor DPW staff	\$4,577.12
• Walco Electric	\$6,650.00
• Putnam Pipe	<u>\$ 886.60</u>
• Total	\$12,113.72
• WILLSCOTT lease agreement	<u>\$189,832.58</u>
	\$201,946.30

James F. McKay,
Director of Public Works

Labor Cost for installing water and sewer services for temporary trailers at 7 Water Street:

General Foremen:	$\$32.18 \times 16 = \514.88
Water Sewer Tech.:	$\$29.97 \times 16 = \479.52
HEO/Laborer:	$\$26.22 \times 16 = \419.52
HEO/Laborer:	$\$27.55 \times 16 = \440.80
HEO/Laborer:	$\$24.31 \times 16 = \underline{\$388.96}$
Total Labor Cost	$= \$2,243.68$

Labor Cost for dismantling water and sewer services for temporary trailers at 7 Water Street:

General Foremen:	$\$33.47 \times 16 = \535.52
Water Sewer Tech.:	$\$31.17 \times 16 = \498.72
HEO/Laborer:	$\$27.27 \times 16 = \436.32
HEO/Laborer:	$\$28.65 \times 16 = \458.40
HEO/Laborer:	$\$25.28 \times 16 = \underline{\$404.48}$
Total Labor Cost	$= \$2,333.44$

We are pleased to offer the following quote for your consideration

Run a temporary 2/0 SE cable for power to trailers outside the DPW building. Cable is for a single phase 100 Amp 240 Volt service.

Price\$3325.00

Price includes 200 feet of SE cable with connectors and any clips or hardware necessary for a safe installation.

If you have any questions please call me at +17812581519

Very truly yours

William E Anderson

Please note this amount only covers the installation not dismantling off the temporary electrical service.

Customer

TOWN OF MILLIS DPW
900 MAIN STREET
TOWN HALL
MILLIS, MA 02054

PUTNAM PIPE

CORPORATION

Warehouse

PUTNAM PIPE CORPORATION
86 ELM STREET
HOPKINTON, MA 01748

Telephone: 508-435-3090

Bid expires on 05/30/19

4/30/19 Bid ID: 5200412 MILLIS DPW TOWN GARAGE TRAILERS

Page 1

Line	Quantity	Sell Per	Description	Price Per	Net Price	Extended Price
20	100	FT	1X100 K COPPER TUBE 78LB	FT	4.6485	464.85
30	1	EA	1 BALL CURB QJ LF	EA	124.5160	124.52
40	2	EA	1 CPLG QJ LF	EA	26.1170	52.23
60	56	FT	4X14 RT PVC SWR PIPE SDR35			
70	1	EA	(1.0000 EA Per FT)	EA	1.1340	63.50
80	6	EA	4 RT PVC BXB TEE WYE SWR	EA	17.1360	17.14
90	6	EA	4 RT PVC BXB 90 ELBOW SWR	EA	11.1990	67.19
100	4	EA	4 RT PVC BXB 45 ELBOW SWR	EA	8.9010	53.41
110	1	EA	4 RT PVC BXB 22 1/2 ELBOW SWR	EA	8.8920	35.57
120	1	EA	4 PVC CLEANOUT ADAPTER HXFIPT	EA	4.4144	4.41
			4 DWV CLEANOUT PLUG MIP 72/BOX	EA	3.7758	3.78

PLEASE ASK ABOUT OUR FUSION						
PIPE, VALVES, AND FITTINGS !!!						
WE ARE NOW FUSING 1" THROUGH						
4" HDPE FUSION PIPE WITH OUR						
OWN IN HOUSE TRAINED SERVICE						
TECHNICIANS!						

PLEASE ASK US ABOUT OUR U/L						
PVC PIPE AND FITTING LINE!						
THANK YOU FOR THE OPPORTUNITY						
SUBMIT THIS PROPOSAL FOR THE						
MATERIAL LISTED.						
UNLESS OTHERWISE NOTED,						
MATERIAL PRICES ARE FIRM FOR						
30 DAYS FROM DATE OF QUOTATION						
PRICING IS BASED ON THE ENTIRE						
LIST OF MATERIAL.						
ALL PRICES INCLUDE DELIVERY TO						
THE JOBSITE. UNLOADING IS THE						
RESPONSIBILITY OF THE CUSTOMER.						

PUTNAM PIPE

CORPORATION

Continued Next Page

Customer

TOWN OF MILLIS DPW
900 MAIN STREET
TOWN HALL
MILLIS, MA 02054

**PUTNAM PIPE
CORPORATION****Warehouse**

PUTNAM PIPE CORPORATION
86 ELM STREET
HOPKINTON, MA 01748

Telephone: 508-435-3090

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4/30/19 Bid ID: 5200412 MILLIS DPW TOWN GARAGE TRAILERS

Page 2

PAYMENT TERMS ARE NET 30 DAYS
FROM DATE OF INVOICE PER OUR
STANDARD TERMS OF SALE.

THE ITEMS LISTED BELOW ARE OUR
INTERPRETATION OF THE JOB
REQUIREMENTS.

FINAL ORDER QUANTITIES ARE THE
RESPONSIBILITY OF THE CUSTOMER
THE CUSTOMER MUST APPROVE AND
ACCEPT THIS QUOTE BEFORE THE
THE MATERIAL CAN BE RELEASED
FOR ORDER OR SHIPMENT.

PLEASE CONTACT US WITH ANY
QUESTIONS ON THIS PROPOSAL.

REGARDS,
STEVEN BUZZELL
PUTNAM PIPE CORP.

ACCEPTANCE: _____

PRINT NAME: _____

DATE: _____

PO#: _____

PUTNAM PIPE
CORPORATION

Subtotal: 886.60

Tax: .00

Bid Total: 886.60

**Williams Scotsman, Inc.**215 Millennium Circle
Lakeville, MA 02347-1241**Your Williams Scotsman Representative**Allison Connors
Phone: (508)923-2940 Ext.
Fax: 0
Email: akconnor@willscot.com
Toll Free: 800-782-1500**Contract Number:**1040255**Revision: 1**
Date: April 04, 2019**Lease Agreement****Lessee:** 11808486
TOWN OF MILLIS
900 MAIN ST
MILLIS, Massachusetts, 02054**Contact:**
Jim McKay
900 Main St
Millis, MA, 02054-1512
Phone: (508) 376-5424
Fax:**Ship To Address:**
900 Main St.
MILLIS, MA, 02054**Delivery Date(on or about):**
5/14/2019

E-mail: jmkay@millis.net

Rental Pricing Per Month		Quantity	Price	Extended
64x36 Redi Plex (60x36 Box)	Unit Number:	1	\$2,974.00	\$2,974.00
Prop Damage Waiver (11/12)		3	\$56.00	\$168.00
ADA/IBC Ramp -w/ switchback		1	\$536.00	\$536.00
Window/Door Security Bundle - 40+		1	\$17.00	\$17.00
General Liability - Allen Insurance		1	\$31.00	\$31.00
Prem OSHA Step & Canopy		2	\$74.00	\$148.00
Minimum Lease Term: 24 Months		Total Monthly Building Charges:		\$2,974.00
		Other Monthly Charges:		\$900.00
		Total Rental Charges Per Month:		\$3,874.00

Delivery & Installation		Quantity	Price	Extended
Special Equip required for installation		2	\$750.00	\$1,500.00
Ramp - Delivery & Installation		1	\$825.00	\$825.00
Modification to Unit M		1	\$42,878.57	\$42,878.57
Modification to Unit L		1	\$1.00	\$1.00
Foundation / Tiedown Plans		1	\$695.00	\$695.00
Dumpster		1	\$1,700.00	\$1,700.00
Tiedowns into dirt		22	\$81.45	\$1,791.90
Block and Level		1	\$12,186.33	\$12,186.33
Delivery Freight		3	\$521.69	\$1,565.07
Teardown		1	\$6,984.62	\$6,984.62
Return Freight		3	\$521.69	\$1,565.07
Vinyl skirting		192	\$15.65	\$3,004.80
		Total Delivery & Installation Charges:		\$74,697.36

Final Return Charges*		Quantity	Price	Extended
Tiedown-Dirt Removal		22	\$32.51	\$715.22
Skirting Removal - Vinyl LF		192	\$3.25	\$624.00
Special Equip required for removal		2	\$750.00	\$1,500.00
Ramp - Knockdown & Return		1	\$700.00	\$700.00
Return to Standard		1	\$18,620.00	\$18,620.00
		Due On Final Invoice*:		\$22,159.22
		Total Charges Including (24) Month Rental, Delivery, Installation & Return**:		\$189,832.58

Summary of Charges

Model: RP6436	QUANTITY: 1	Total Charges for (1) Building(s): \$189,832.58
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Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, Lessee: HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
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Williams Scotsman, Inc.
215 Millennium Circle
Lakeville, MA 02347-1241

Your Williams Scotsman Representative
Allison Connors
Phone: (508)923-2940 Ext.
Fax: 0
Email: akconnor@willscot.com
Toll Free: 800-782-1500

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Revision: 1
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_____	Lunchroom Basic	Monthly	1	\$20.30	\$20.30
_____	Premium Office Package	Monthly	1	\$56.70	\$56.70
_____	Executive Conference Package	Monthly	1	\$186.90	\$186.90



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INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	RP6436	\$138763.00	\$4000.00

Lessee: TOWN OF MILLIS

Pursuant to Section 13 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Commercial General Liability Insurance

Lessee elects to participate in the Commercial General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily injury and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: _____ Print Name: _____ Date: _____

Damage Waiver Program

Lessee: elects to participate in the Lessor's Damage Waiver Program. **Lessee:** understands and agrees that under this program, the Lessor waives, for a fee, **Lessee's** obligation to carry Commercial Property Insurance and **Lessee's** liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in Section 12 of the Lease. **Lessee:** remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: _____ Print Name: _____ Date: _____

Please return this signed document with the signed lease agreement



Williams Scotsman, Inc.
215 Millennium Circle
Lakeville, MA 02347-1241

Your Williams Scotsman Representative
Allison Connors
Phone: (508)923-2940 Ext.
Fax: 0
Email: akconnor@willscot.com
Toll Free: 800-782-1500

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Clarifications

***Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. **All prices exclude applicable taxes. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Please note the following important billing terms:

- In addition to the first month rental and initial charges, last month rent for building, other monthly rentals/service (excluding last month for General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use BillTrust. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (08-01-15) located on Lessor's internet site (<http://www.willscot.com/support/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Invoicing Options (select one)

☐ Paperless Invoicing Option

Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

A/P Email: _____

A/P Email on File: _____

☐ Standard Mail Option

Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

900 MAIN ST
MILLIS Massachusetts 02054

Enter a new billing address: _____

Signatures

Lessee:: TOWN OF MILLIS

Signature: _____

Print Name: _____

Title: _____

Date: _____

PO# _____

Lessor: Williams Scotsman, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

PLEASE RETURN SIGNED AGREEMENT TO: BSSLeases@willscot.com



Williams Scotsman, Inc.
215 Millennium Circle
Lakeville, MA 02347-1241

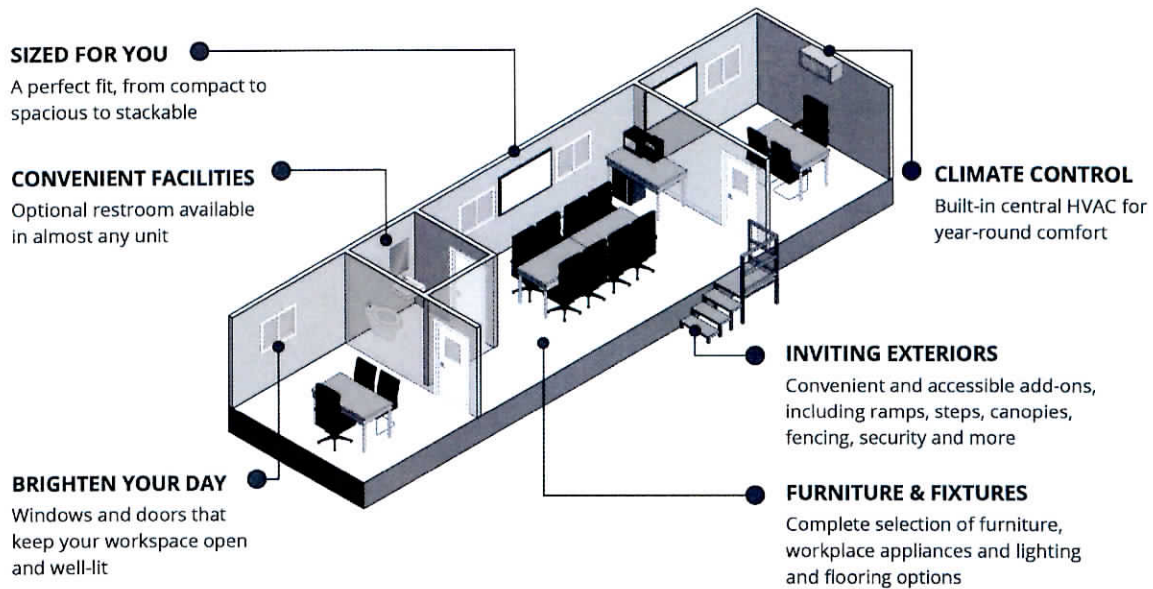
Your Williams Scotsman Representative
Allison Connors
Phone: (508)923-2940 Ext.
Fax: 0
Email: akconnor@willscot.com
Toll Free: 800-782-1500

Contract Number: 1040255
Revision: 1
Date: April 04, 2019

WILLIAMS SCOTSMAN: THE FULLY STREAMLINED SPACE SOLUTION

When it's time to be productive on a project, you need temporary space that's as ready as you are. Our modular solutions are complete to the last detail, so you can forget about building logistics and focus on the job at hand.

One call to Williams Scotsman and you're ready to work.



READY-TO-WORK OPTIONS

Our in-house selection of amenities not only outfits your space for comfort, security and productivity – it also eliminates extra work for you.



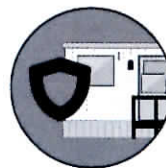
FURNITURE



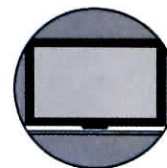
EXTERIORS



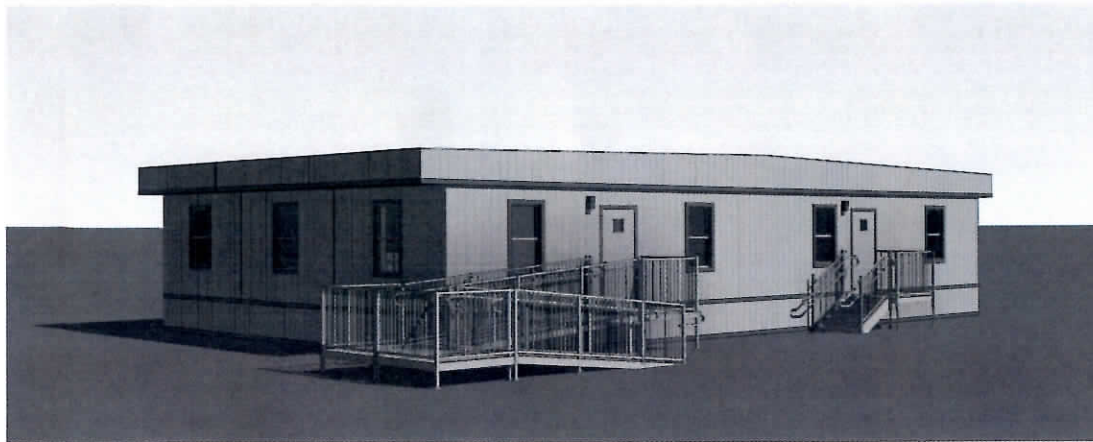
APPLIANCES



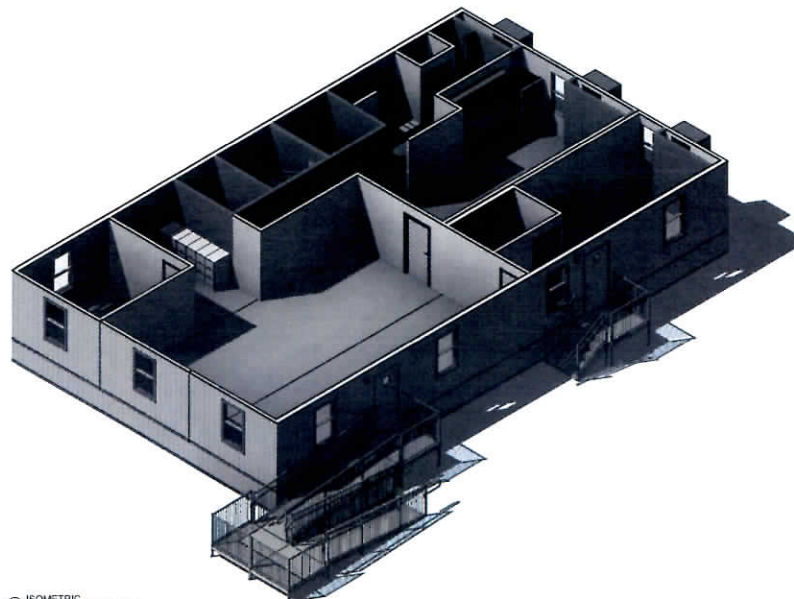
COVERAGE



TECH SOLUTIONS



1 PERSPECTIVE



2 ISOMETRIC

WILLSCOT

WILLSCOT
901 S Bond St. Ste 600
Baltimore, MD 21231
800.782.1500
www.willscot.com

TOWN OF MILLIS MA

SCHEMATIC DESIGN

ISSUE	DATE	DESCRIPTION
1	04/04/19	SCHEMATIC DESIGN

FILE #	WS0019-0023
DRAWN BY	F. ZAPATE
DATE	04/04/2019
FILE #	
ASSET #	
APPR. BY	
APPR. DATE	04/04/2019

3D DRAWINGS

A-103

Jim McKay

From: Chief Chris Soffayer
Sent: Thursday, April 25, 2019 1:17 PM
To: Jim McKay
Subject: Re: DPW Building

Hi Jim,

All of our cruisers with the exception of one, is not under warranty for the next few years. Below are the estimated costs for us if we did not have a town mechanic available at the ready.

Mount and Balance Tires 1,200.00/yr
Oil Changes for the Fleet 1,800.00/yr

Miscellaneous labor for a mechanic 70.00/per hr

Thanks,
Chris

**Chief Chris Soffayer
Millis Police Department
1003 Main Street
Millis, Massachusetts 02054**

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.

From: Jim McKay
Sent: Wednesday, April 24, 2019 10:36 PM
To: Chief Chris Soffayer; Chief Rick Barrett
Cc: Mike Guzinski
Subject: DPW Building

Could you please provide me with the cost if you had to outsource all Vehicle repairs that are done at the DPW facility include anything that you could think of. Rick I know yours wont be much but think long term. I need it As soon as possible.

Thanks

Jim
Director
Millis DPW



MILLIS PUBLIC SCHOOLS

Superintendent of Schools
Nancy L. Gustafson

April 23, 2019

Jodie Garzon
Chair, Millis Finance Committee
Town Of Millis

Dear Madam Chairperson, Members of the Finance Committee

We are writing this letter to strongly support the construction/renovation of a new Department of Public Works Facility. Beyond the advantages that this will present to the Millis DPW that you are already aware of, the Millis Public Schools will also gain at least four distinct advantages with the completion of this project.

1. The inclusion of an office for the Transportation Director that will be on-site where the buses leave from and arrive back to is a huge advantage, allowing the Director the opportunity to interact with the drivers on a regular basis and to intervene with specific drivers as needed. In most districts the Transportation Director's office is always on site with the buses. This also would give the Director the ability to be more hands on and timely when buses have issues.
2. The availability of bathrooms for our bus drivers at the location where their buses are parked is also a huge improvement to working conditions. It could be argued that current conditions violate sections of the Fair Labor Standards Act; this will correct this issue. This also would give us the space for the training for drivers that is required by law.
3. Speaking of bus parking, the buses will now be parked in a designed, thoughtful, and planned method that should accommodate all of our 77 passenger buses without creating issues for DPW vehicles. This is a benefit for both the school and the town.
4. Finally, and perhaps most importantly, the design incorporates a space that in the future could be built to be a bus repair bay. Should the School District be able to find funding for such a bay, and then hire a mechanic, it would be able to perform much of its own routine maintenance, saving the Town of Millis money and getting buses back on the road faster with less wear and tear.

In short, we respectfully urge your support for this project.

Sincerely,

Nancy Gustafson
Superintendent

Terry L. Wiggin
Business Manager

Small School...Big Family

245 Plain Street ■ Millis, MA 02054

Tel: 508-376-7000 ■ Fax: 508-376-7020

The Millis Public Schools does not discriminate on the basis of race, color, sex, age, gender identity, religion, national origin, sexual orientation, disability or homelessness.

It is with sincere urgency that we, the staff of the Millis Public Works (DPW) write to you—our town's officials, residents, taxpayers. The reason is we feel compelled to express yet again our concern over the condition of our main facility at 7 Water Street.

To be sure, each and every day, we, the 12 employees of the DPW, do our utmost to preserve, repair, and or improve the infrastructure of our town: all of its roads, storm drainage systems, water system, parks and playgrounds, athletic fields, transfer station, plus a cemetery. Of course, we do so with the ultimate objective always before us: to maintain, preserve, and or improve the well-being of all the townspeople.

The problem is our operational hub, the town's garage and related equipment, are so deficient they compromise virtually every facet of our work—and indeed jeopardize our own health and well-being. As noted so many times before, in town meetings and reports, within committee meetings and minutes, and via consultant inspections and summations (Taylor & Burns Incorporated and Simpson Gumpertz & Heger), our garage has

- Potential structural hazards
- Imminent fire dangers
- Leaky rooves and interior condensation
- Damp and wet equipment floors
- Damaged insulation, vapor barriers, ceilings, and walls
- Mold, mildew, and dust evidence
- Insufficient temperature controls
- Conflicting storage and operational functions
- Inadequate or outdated equipment, offices, and bathrooms
- And so much more

Given such, we, the employees of the Millis DPW, respectfully request correction of the facility. The town will receive vastly greater efficiencies, and we employees will have safer, healthier, and modernized accommodations, because of it.

Thank you, the DPW staff

The Millis DPW employees of Union #93 accepted the contract negotiations in 2016 and the associated guidelines defined throughout, in good faith based on the (assumption) that the working, structural and overall functional condition of the DPW facilities, located at 7 Water Street, Millis, MA (herein to be referred to as the "facility") would be addressed in a timely and acceptable manner. The negotiation committee and their represented employees have yet to see any improvement(s) (significant or otherwise) in the condition of the aforementioned facility, as the town has made no material attempts to rectify the situation or improve the apparent disorder of said facility. The facility remains in poor condition, as it is outlined in the Millis DPW town budget in 2016, continuing to 2019.

It is unreasonable to assume that over this three (3) year time period, that the town would not be able to provide one of three things: (1) reasonable, acceptable, and noticeable improvement(s) to the town DPW facility, (2) offer a timely and thorough explanation (without needing outside inquiry) as to why the conditions are not being improved and why realistic standards are not being met, or (3) vast improvement in the facility conditions, or at minimum, providing a completed and approved building plan and an associated schedule of these repairs (with a date-of-completion) within a timeline that is acceptable to all parties involved.

Furthermore, since the building has been assessed in poor condition in publicly recorded assessments by the DPW budget year-over-year, the lack of attention from the Town Hall and associated Board Members is appalling. The appropriate committee must prioritize this issue and address avenues in which an approved plan to resolve is feasible and at the satisfaction of the Union and its represented employees. Especially due to the fact that the poor condition of the facility was addressed three (3) years ago, it is only grown in disrepair and now will be costlier to fix and has become nearly unfit for employees to work at the location.

The lack of attention to this matter causes a concern that Town Officials may not be fully concerned with the welfare of their town employees who work tirelessly for the DPW and are tasked with making sure that, despite the aging (and inherently unreliable) equipment and lackluster storage facilities that they have to use with in order to keep the standard in which the Town of Millis requires of them, is quite alarming.

Within minimal research, it is clear that are many government grants are available that the DPW facility may be eligible to receive in order to defer any capital expenditures that may need to come directly from the Town of Millis, which would alleviate any tax individual liabilities by those who reside in the community or cause further budget deficit for the town.

The committee must be able to justify how and why these avenues cannot be used to obtain all or the majority of the funds needed; otherwise the end result may be an increased chance of workplace injuries due to unsafe conditions, which would only cause the potential from increased worker's compensation

claims, higher insurance rates, a larger chance to incur otherwise preventable lawsuits and further expenses to the Town of Millis.

It is unreasonable for the Officials of the town of Millis to expect the DPW employees to uphold the major responsibilities that the Town of Millis expects the DPW to perform with the current state of the facilities, equipment, and inherent unsafe conditions that the union employees to tolerate as their workplace condition

The finance committee needs to address the state of the current facilities, supplemented by multiple consulting agencies that have already come in to assess the state of disrepair that the DPW facilities are in.

It has been meticulously noted by the consulting firm (TAYLOR & BURNS INCORPORATED 58 WINTER STREET BOSTON MA www.taylorburns.com) that there are several observations made that outline the unacceptable conditions that exist that should have been addressed at the time of discovery:

Assessment of Existing Conditions at the DPW Metal Garage

On August 22, 2017 Taylor & Burns toured the DPW site on Water Street with Jim McKay for a quick visual assessment of the facilities.

Visual Condition Assessment:

The DPW's main garage is framed with 7 bays of clear-span steel beams, each bay 20 feet wide spanning 92 feet. The garage is clad with sheet metal on light gage steel framing over concrete knee walls. The building is heated and insulated. It is not sprinklered.

**Identified potential safety and fire hazard which could result in loss of equipment, structure, or employee injury up to loss of life*

Utilities including overhead electric and underground sewer connect on the southeast corner.

The metal garage encloses multiple functions within a simple structure and building envelope. Open space functions include truck storage and wash-down, vehicle repair lift and tool area, welding, mechanics' shop, material and tool storage. A wood-framed enclosure houses office space, staff locker and break room, restrooms, and check-in space for school bus and plow drivers.

**The observation notes that, in particular, the restroom facilities in particular are inadequate for the population served, especially in winter when plows and sanders operate from the garage.*

**A mezzanine loft above these rooms provides space for storage, and mechanical/electrical equipment. This diverse array of functions under one roof introduces conflicting requirements of*

heating, cooling, thermal insulation and vapor control, overwhelming the building envelope's ability to provide adequate enclosure for all these functions simultaneously.

Numerous failures of the building envelope are detailed in reports by Simpson Gumpertz & Heger. In addition to those envelope failures, it was observed that interior environmental problems including the following:

- Water damaged insulation and vapor barrier from roof leaks and condensation on the roof underside.
- Water damaged interior ceilings of the Adm Water damaged interior ceilings of the Administrative Office and Break Room
- Black mold on the interior of the Administrative Office and Break Room (and maybe elsewhere)
- Poor air quality in the offices and break rooms, apparently due to vehicle exhaust and DPW operations in the garage.
- All horizontal surfaces were observed to be covered with a coating of dust. Jim McKay reported that HVAC system filters routinely become clogged with fine dirt.
- Poor temperature control throughout, due to lack of separation and "open door" practices of staff
- Pools of fluid on the garage floor, reportedly from hosing down of Town vehicles or melting of snow on vehicles parked indoors
- The DPW Metal Garage Metal Garage Exterior DPW Metal Garage interior DPW Mechanics Shop DPW Staff Restroom Area Mohawk 25,000 lb.
- Truck Lift DPW Staff Office - note mold above windows DPW Mezzanine Loft - note vapor barrier failures

Permanent Building Committee Meeting
Minutes of Tuesday, August 29, 2018
Town Hall, Room 130

Call to Order: Wayne Klocko called the meeting to order at 7:08 p.m.

Meeting Attendees:

PBC

Wayne Klocko (Chairman), Diane Jurmain, Pat Sheehan, Kimberly Borst (Department Assistant)

Additional Attendees

Peter Jurmain, James McKay

The Committee reviewed Simpson, Gumpertz & Heger's proposal (Exhibit A) dated August 24, 2018 for the renovations and addition to the Millis DPW Garage Building.

After discussing the proposal and timing involved to get on the warrant for the November Town Meeting, the Committee felt that there was not enough time to complete the work proposed and educate voters before November. It was decided that May would be a better time to present a well thought out solution.

With this additional time the Committee would like to take into consideration the need for additional salt storage as well as look into the possibility of a modular option for office space and a break area.

The Committee also discussed that if the cost of the project will exceed \$1.5M, we would need to consider hiring an OPM.

The consensus of the Committee was to ask Taylor & Burns to provide a simple rendering of the project as currently proposed, a +/- 15% cost estimate developed with the information currently available, and evaluate a modular solution for the office and break space.

Additionally, the Committee would like to investigate a more traditional architect/subcontractor relationship if the project is approved by voters.

Invoices

A bills payable schedule for SGH was reviewed by the committee.

Wayne Klocko made a motion to pay Simpson, Gumpertz and Heger \$5,092.50 for services rendered on the DPW project. Diane Jurmain seconded the motion and it passed unanimously.

Adjournment

Wayne Klocko made a motion to adjourn the meeting at 8:45 p.m. The motion was seconded by Pat Sheehan and passed unanimously.

Submitted by:

Kimberly Borst

Department Assistant, Permanent Building Committee

Capital Planning Committee

August 28, 2018 Meeting Minutes
Veterans Memorial Building Room 206
1003 Main St., Millis, MA 02054

Call to Order: Committee Chair Jonathan Barry called the meeting to order at 7:09 PM. Those present included Mr. Barry, Peter Jurmain, Jim McCaffrey, John Corcoran, and Town Administrator Mike Guzinski. Ms. Roche was unable to attend.

Mr. McCaffrey moved to appoint Mr. Barry as chair of the Committee. The motion was seconded and approved unanimously. The committee decided to defer the appointment of vice chair and clerk until additional members could be found for the committee.

Mr. Barry reminded Committee members to get sworn in at town hall for their committee appointment and also to complete the state ethics training if they had not already done so within the past two years. The link to the training is below:

<https://www.mass.gov/how-to/complete-the-online-training-program-for-municipal-employees>

Jim McKay, Director of the Department of Public Works met with the Committee to discuss potential long term capital needs for the department. Mr. McKay reviewed a number of documents and made the following points:

- The department is currently at full staff, although budgets have remained relatively flat over the past several years, despite several new developments in town that require road maintenance, plowing, etc.
- A significant budget item relates to plowing and road treatment. The town currently needs to use outside contractors to do much of this work, who cost more than town employees and costs related to rock salt have increased over the past several years
- Mr. McKay also discussed the significant resources needed to maintain the cemetery, and suggested that at some point the town may want to consider looking into the pros and cons of privatization.
- The transfer station was refurbished about 10 years ago, but is beginning to need some attention. This is another area where Mr. McKay suggested that the town may want to look into potential privatization.
- In general, equipment is in good shape, with the exception of two large dump trucks which are beyond their useful life expectancy. Mr. McKay shared a list of all equipment with estimated costs and replacement timing. The two dump trucks in question have an estimated replacement cost of approximately \$235,000.
- Given the equipment that the town currently has, the DPW could potentially do more projects, including road repair and snow removal, however they are constrained by the current level of staff.
- Pumps for water pumping stations are all currently in good condition, and in general a pump should last 10-20 years. Mr. Barry asked if Mr. McKay could provide dates as to when the pumps were last replaced so the committee could get a sense of when future replacement may be needed.
- Stormwater related capital items will need to be added to the plan. It was noted that stormwater fees will be set at a rate that will cover anticipated capital needs related to the stormwater program.
- The DPW is looking to do a feasibility study for the current DPW building. The roof is in need of replacement, but simply replacing the roof is likely insufficient to deal with a number of issues in the building. One alternative is to turn the building into a large garage bay and build a smaller office building. Mr. McKay will work to get a cost assessment for this project. A portion of the cost could be covered by water/sewer rates.

- Mr. McKay also indicated that the town needs a new salt shed as the current shed is not large enough to handle the amount of salt needed in a typical year. Building a larger shed could result in fewer deliveries, which could cut down on overall costs over time.
- The DPW is looking to develop a master plan for paving all the streets in town. An outside firm can do this, and the estimated fee is about \$25,000. This would need to be approved at a town meeting.
- Mr. McKay discussed potential repairs needed for the water tanks on Farm Street and Walnut Street. Both of these could be significant costs to the town. The DPW is currently working to assess the potential costs.
- Also, the Walnut Street booster station needs to be replaced, at an estimated cost of about \$300,000. In addition, the town would need to purchase land allowing for access to the station.
- Costs related to water and sewer capital needs will need to be considered when the BOS decides on rates for the upcoming fiscal year.

The Committee thanked Mr. McKay for his thorough presentation and also thanked him and the entire DPW department for the excellent work they have done throughout the year in keeping streets plowed and making recent repairs to a number of streets.

Mr. Jurmain briefly discussed a potential grant available for the Community Compact Contract that would provide for information technology improvements up to \$200,000. This grant would allow for the town to move to a cloud based system that would simplify the current IT structure and allow for easier updates to technology needs in the future. The submission for the grant is due in the next few weeks and Mr. Jurmain is working to get that submitted. In the event that the grant is not received, the cost to move to this new platform will need to be considered as a potential capital need.

Mr. Guzinski shared with the committee capital planning information he received from the Police, Fire and Council on Aging. He was still waiting on information from the Schools, Library and Municipal Buildings and would share that information as soon as available.

The committee agreed to meet on September 11 at 7pm at the Veterans Memorial Building, and invite the school department to review their capital needs, schedules permitting. The committee also scheduled a meeting for September 25 to review the police, fire, COA and any other department (e.g. Library) needs. The committee would be flexible if schedules did not accommodate those departments.

The Committee reviewed the meeting minutes for the July 16 meeting. Mr. Jurmain moved to accept the minutes as written. This was seconded and approved unanimously by the committee.

The meeting adjourned at 9:20 PM.



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May 1, 2019

James McKay
DPW Director
Millis Town Hall
900 Main Street
Millis, MA 02054

Re: Debt Service Applied to Enterprise Accounts

Dear Mr. McKay:

You have requested an opinion as to whether the annual debt service for the borrowing in connection with the renovation of the DPW Facility as stated in Article 13 of the Annual Town Meeting Warrant may be paid for, in part, by the revenue from the water and sewer enterprise accounts. Please be advised that the bond authorization is a general obligation of the Town, for which the Town provides its full faith and credit. That said, the incremental bond payments, or debt service, may be applied to the annual budgets for both enterprise accounts to the extent that the DPW Facility supports those enterprises. This is consistent with the mandate of G.L. c. 44, § 53F1/2 to use revenues of the enterprise for enterprise associated costs. Further, the Division of Local Services, Enterprise Fund Guidance, dated April 2008, provides that expenses of an enterprise fund may include "debt service", which "may be budgeted in the enterprise fund or in the General Fund operating budget."

I hope this information has been helpful. If you require anything further, please advise.

Sincerely,

Katherine McNamara Feodoroff
Town Counsel

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30 Green Street
Newburyport, MA 01950
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