



TOWNSEND WATER DEPARTMENT
540 Main Street West Townsend, Massachusetts 01474

1.5

Michael MacEachern, Chairman
Paul L. Rafuse,
Water Superintendent

Nathan Mattila, Vice-Chairman

Lance Lewand, Clerk
(978) 597-2212
Fax (978) 597-5561

WATER COMMISSIONERS MEETING MINUTES
December 12, 2016 - 5:30P.M.
Water Department 540 Main Street, Meeting Room

MM
MM
2-13-17

I. PRELIMINARIES:

- 1.1 MM called the meeting to order at 5:40 PM, 540 Main Street.
- 1.2 Roll call showed Members Present: Michael MacEachern (MM) and Lance Lewand (LL) Nathan Mattila was absent. Guests present: Louis Soracco, Nat Norton of Tighe & Bond and Gary Amadon, 5 Wheeler Road.
- 1.3 MM announced that the meeting is being tape recorded.
- 1.4 Chairman's additions or deletions. None
- 1.5 Review/Approve meeting minutes of November 7, 2016. **LL made a motion to accept the meeting minutes of November 7, 2016. MM seconded. Unanimous vote.**
- 1.6 Review correspondence. None.

II. APPOINTMENTS:

- 2.1 5:45 Presentation by Tighe and Bond RE: (GSI) geographic information system capabilities and development of a hydraulic model. The Board listened to the presentation on how this system can collect, scan and store system maps, hydrants, gate photos and curbstop locations with topography maps, which can all be edited on site with an iPad. The board will wait to discuss the presentation when a full board is available before moving forward with the proposal.

III. MEETING BUSINESS:

- 3.1 Review 2016 water liens. Brenda presented the board for review the 2016 municipal water liens totaling \$26,878.24.
- 3.2 Assign a BOWC designee to sign bill payable warrants provided copies are available for review at the next meeting. RE: Municipal modernization law, Section 56, Chapter 41. Tabled for review by full board.
- 3.3 Review draft agreement from town counsel RE: Amadon's water installation. The Board reviewed town counsels draft agreement.
- 3.4 Review Draft of FY 2018 Budget. Tabled.
- 3.5 Approve abatement to acct# 60528, 7 Oak Street. \$3.74. RE: Late charge applied in error. **LL made a motion to adjust account# 60528, 7 Oak Street \$3.74. MM seconded. Unanimous vote.**

IV. COMMISSIONERS UPDATES AND REPORTS.

4.1

V. WATER SUPERINTENDENTS UPDATES AND REPORTS.

- 5.1 Report on ongoing issue with water quality between West Meadow Road and Wheeler Road. Paul attributed the issue with the Main Street pumping station that is off line due to the recent flood. Once the station was back on line it seemed to help with the water quality. Paul hopes the Ice pigging planned this spring and the upgrade of the booster station will eradicated all water quality issues.

VI. OFFICE UPDATES AND REPORTS.

- 6.1 The Board reviewed and Signed Bills Payable Warrants.
- 6.3 Review and sign Schedule of Bills Receivable report. Unavailable.
- 6.4 Review Accounts Receivable report. Unavailable.

LL made a motion to review and sign bill payable warrants out of session. MM seconded. Unanimous vote. MM adjourned the meeting at 7:30 P.M.

Respectfully Submitted,

Brenda Boudreau, Office Administrator

WATER DEPARTMENT MEETING

DATE: December 12, 2016

NAME	ADDRESS	PH/EMAIL
Louis Soracco	446 Main St. Uxbridge, MA	978-501-4911 lasoracco@tighetown.com
Nat Norton	" " " " "	norton@tighetown.com
Gary Amador	5 Wheeler Rd, W. Townsend	gamador@comcast.net



**TOWN OF TOWNSEND
WATER SERVICE INSTALLATION AGREEMENT
5 WHEELER ROAD**

This Water Service Installation Agreement (the "Agreement") is entered into this _____ day of _____ 2016, by and between the Town of Townsend, through its Board of Water Commissioners (the "Town") and Gary and Kathleen Amadon, 5 Wheeler Road, West Townsend, Massachusetts (the "Owners"), collectively referred to as the "Parties".

WHEREAS, the "Owners" are the owners as tenants by the entireties of property located at 5 Wheeler Road, Townsend, Massachusetts (the "Property"); and

WHEREAS, the Owners have requested an extension of the existing Town water system to service the Property; and

WHEREAS, although the Town is agreeable to providing such extension of Town Water System to the Property, due to the Property's unique location and topography, the Town cannot guarantee that it will be able to provide adequate water pressure at all times;

WHEREAS, the Owners are willing to assume the risk that due to the Property's unique location and topography that there may be a lack of adequate water pressure at times; and

WHEREAS, the Owners shall be solely responsible for the survey, design and construction of the Water Service Instalation and for all costs related thereto and the Owners will indemnify and hold the Town harmless from any liability that may arise as a result of the water service installation.

NOW THEREFORE, in consideration of the covenants and promises contained herein and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Owners agree as follows:

1. Water Service Installation

The Owners shall install a service from the Town-owned Water System from the curb stop installed at the time the 8 inch water main on Wheeler Road is tapped by the Town, to the Owners Property. The size of which shall be determined by the Owners. If the length of the water service exceeds 475 feet by design or during construction the Owners shall install a meter pit 5 feet beyond the curb stop.

2. Prosecution of the Work

The Owners shall conduct work in connection with the design and construction of the Water Service Installation (the "Work") through the services of duly qualified

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Deleted: Main Extension

engineers, designers, contractors and subcontractors, provided, however, that in conducting the Work the Owners shall be responsible for obtaining all necessary permits, approvals and rights in real property as may be required by federal, state and local laws, rules and regulations, and shall maintain the same in full force and effect throughout the entire term of this Agreement. This Agreement does not constitute a permit, and shall not in any way relieve the Owners of their obligation to obtain any permits and comply with the requirements of any applicable laws relative to the Work.

The Work shall be done in a good and workmanlike manner, and the Owners and their contractors shall take all commercially and reasonably necessary measures to minimize any damage, disruption or inconvenience caused by the Work and will make adequate provision for the safety and convenience of all persons affected thereby.

The Owners shall be solely responsible for all license and permit fees associated with the Work.

3. Construction/Payment of Construction Costs

The Parties hereto acknowledge that survey, design and construction of the Water Service Installation and all costs related thereto are the sole and complete responsibility of the Owners. The Town shall not be responsible to any engineer, designer, contractor, subcontractor or agent thereof hired by the Owners to perform the work. Further, the Owners agree to construct the Water Service Installation in accordance with design, plans and specifications approved by the Town and the permit/license requirements of applicable federal, state and local laws, rules and regulations.

The Owners shall provide the Town with all specifications and plans for the Work for approval by the Water Commissioners prior to the commencement of construction. Upon completion of construction, the Work shall be subject to final inspection and the Owners shall provide the Town with an as-built plan prior to the commencement of water service.

The Parties agree that upon the completion of the Work, all the maintenance, repairs and associated costs of the Water Service from the curb stop to the Property shall be the responsibility of the Owners.

4. Acceptance of Water and Payment of Fees

Upon completion of the Work, the Town shall provide the Owners with a supply of potable water subject to payment of applicable connection and usage fees and in accordance with the terms and conditions set forth in the Townsend Water Department Rules and Regulations.

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Deleted: valve and any other appurtenant equipment related to the Water Main Extension, but not including the service line from the Water Main Extension, shall become property of the Town.

Deleted: The Parties also agree that nothing contained in this Agreement shall prohibit the Town from using the Water Main Extension to further extend its Water System or to provide service to any other property.

Notwithstanding any provision of this Agreement or any applicable law or regulation to the contrary, the Owners acknowledge and agree that, due to the unique location and topography of the property, the Town cannot guarantee that it will be able to provide adequate water pressure at all times and the owners hereby acknowledge that the Town's inability to supply adequate pressure at all times may expose them to risk of injury or loss for which the Town will not be responsible. The Owners hereby accept the Town's water service with full knowledge of the potential risks and hazards that may result from the Town's inability to provide adequate pressure and they accept the Town's service, as is, without any warranties of any kind, express or implied, as to the suitability of the water for any intended use by the Owners.

5. Indemnification and Release

The Owners are accepting the Town's water service at their own risk and in consideration of the Town's agreement to extend its water service and for other good and valuable consideration hereby acknowledged, the Owners do hereby agree on behalf of themselves, their heirs, and personal representatives, to forever RELEASE the Town and its successors, assigns, employees, agents, staff, representatives, officers, volunteers, or contractors (the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may arise, directly or indirectly, as the result of the Work and/or their acceptance of Town water in accordance with the terms of this Agreement, including but not limited to claims for injury or death to persons or loss or damage to real or personal property.

The Owners agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Town, its employees, agents, staff, representatives, officers, volunteers, or contractors, against any claims, demands, losses, costs, expenses (including attorneys' fees) damages, liabilities and causes of action whatsoever by any person arising out of or related to this Agreement, including, but not limited to, claims for injury or death to persons or loss or damage to any property occurring as a result of or in any way related to the Work or the provision of water at low pressure, and also including, but not limited to, any claims, demands, losses, costs, damages, liabilities and causes of action whatsoever as a result of the discharge, release or threatened release of oil, asbestos urea formaldehyde foam insulation, wastewater, sewage, or any other hazardous material, hazardous, chemical, hazardous waste, or hazardous substance, as those terms are defined by applicable law, whenever any such release or threatened release may be discovered.

The obligations of indemnification and release as stated herein shall survive expiration of this Agreement.

6. Insurance

The Owners shall ensure that any Contractor hired to perform the Work shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

- a. Commercial General Liability to be written on a "primary and non-contributory basis" favoring the Town in the following amounts:
 - \$2,000,000 Products/Completed Operations Aggregate Limit, which shall be maintained for up to 3 years after the termination or expiration of the contract.
 - \$2,000,000 General Aggregate (Other Than Products / Completed Operations)
 - \$1,000,000 on account of one occurrence and
 - \$1,000,000 Personal and Advertising Injury
- b. Automobile Liability (Owned, Non-Owned and Hired Automobiles and Vehicles):
 - \$1,000,000 each accident (Combined Single Limit)
- c. Commercial Umbrella:
 - \$5,000,000 Products and Completed Operations
 - \$5,000,000 General Aggregate
 - \$5,000,000 Any One Occurrence
- d. Employer's Liability:
 - \$500,000 Each Accident
 - \$500,000 Each Employee Injury by Disease
 - \$500,000 Aggregate for Injury by Disease
- e. Worker's Compensation Insurance in the following amounts:
 - as required by the General Laws of the Commonwealth of Massachusetts.

The insurance certificate will be supplemented by a notice of cancellation endorsement that will provide the Town thirty (30) days written notice prior to the effective date of such cancellation and any failure of which by the Contractor will be deemed a material breach of this Agreement pursuant to which the Town may terminate this Agreement. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun. The Contractor shall make no claims against the Town for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Agreement. The certificate of insurance shall be delivered to the Town at least fifteen (15) days prior to July 1 of each year that this Agreement is in force and effect. Failure to comply with the requirements of this Agreement shall be cause to terminate this Agreement by the Town.

All insurance required by this Agreement shall be obtained from insurance companies that are duly licensed or authorized to conduct business in the Commonwealth of

Massachusetts to issue insurance policies for the limits and coverage's so required. The Town shall be named as additional insured parties on all policies issued hereunder, except Worker's Compensation via blanket additional insured endorsement.

7. Amendment

No provision of this Agreement may be amended, modified, waived, discharged or terminated orally or by any other means except by written instrument signed by all parties.

8. Successors and assigns

This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective successors and assigns.

9. Governing Law

This Agreement shall be subject to the laws of the Commonwealth of Massachusetts, and any dispute arising hereunder which cannot be resolved between the parties shall be resolved in a court of competent jurisdiction in Massachusetts.

10. Notices

Notices will be deemed properly directed and delivered on the day of delivery, if delivered in person or by a nationally recognized overnight mail service as follows:

As to the Town: Superintendent
Townsend Water Department
540 Main Street
Townsend, MA 01474

As to the Owners: Gary and Kathleen Amadon
5 Wheeler Road
Townsend, MA 01474

11. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

12. Severability

If any provision of this Agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to its fullest extent.

Executed under seal as of day and year first above written.

GARY AMADON AND KATHLEEN AMADON

By: _____
Name: Gary Amadon

By: _____
Name: Kathleen Amadon

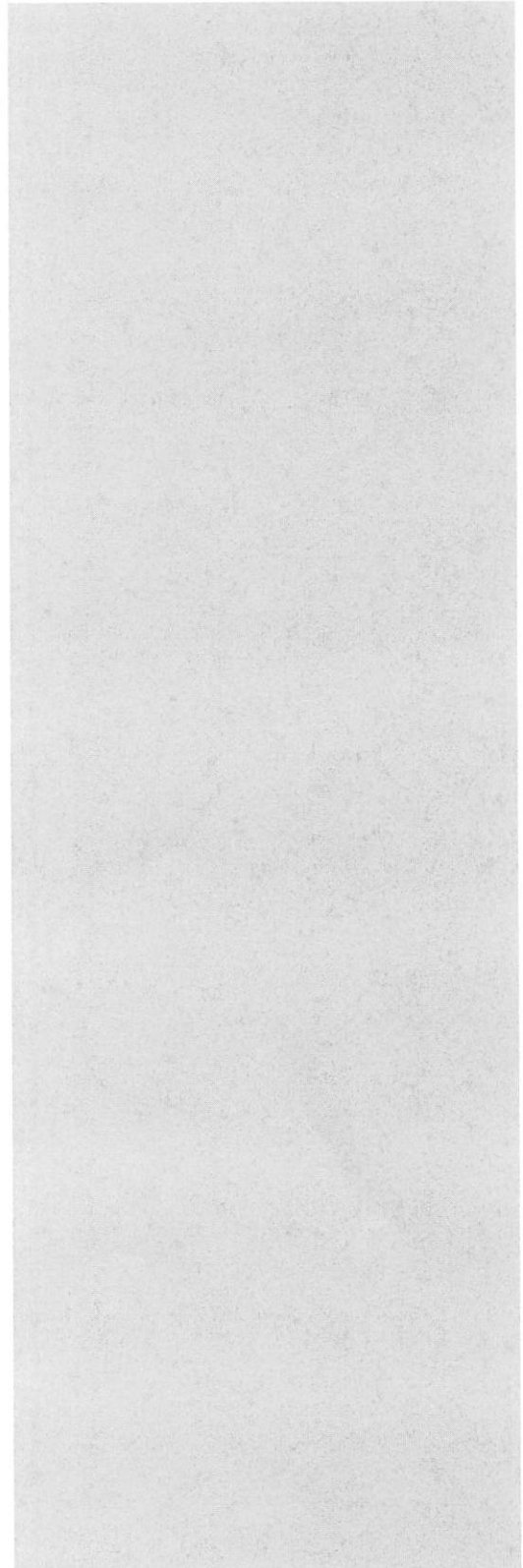
TOWNSEND BOARD OF
WATER COMMISSIONERS

By _____

By _____

By _____

567167





TOWN OF TOWNSEND
BOARD OF WATER COMMISSIONERS
APPLICATION TO ABATE OR ADJUST CHARGES

Name: George Martin Account # 60528

Address: 7 OAK STREET

Phone # _____ Email Address _____

Billing date 11/9/14

AMOUNT: 3.74 HC ABATEMENT [] ADJUSTMENT [] (check one)

REQUESTED BY: CUSTOMER [] OFFICE [] OTHER [] - if other please explain below:

Reasons: (please attached supporting documentation if applicable)

Service Charges Posted 11/7 - Late Charges posted
11/9 - should not have posted to this acct.

APPROVED DENIED [] (check one)

DATE: 12-12-14

TOWNSEND BOARD OF WATER COMMISSIONERS

[Signature]
[Signature]

WATER SUPERINTENDENT

\$ 3.74 Late Charges
061-000-4231-000

7738.94 ✓

emailed to acct's Treas. 12.15.14

11/30/2016

Townsend Water Department

PO Box 321 Medford MA 02155-0004 PH: 978-597-2212

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CUSTOMER HISTORY 12/31/2006 to 11/09/2016

Acct: 60528 MARTIN EST OF GEORGE Home:978-302-1816
522 BURRAGE STREET LUNENBURG MA 01462-2142 Current Balance: \$196.67 ACTIVE
Loc ID: 60528 @ 7 OAK STREET TOWNSEND
Rte: 99 Seq.# 530 Mtr S/N: 16083586 Dep:\$0.00

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
11/4/2016	W01	Read on 11/04/2016 (X100) KeyedIn						54.63
11/4/2016	WR	Uni-Bank Deposit For \$54.63					37.50	17.13
11/4/2016	W01	Uni-Bank Deposit For \$54.63					17.13	0.00
11/7/2016	SERV	SERVICE CHARGES Added as Other Single Charge				192.93		192.93
11/9/2016	LAT	Added on 11/9/2016				2.74		195.67
11/9/2016	DEMAN	Added on 11/9/2016				1.00		196.67

Charged 11/7

Late Charges Added in error on 11/9

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