



TOWNSEND WATER DEPARTMENT
540 Main Street West Townsend, Massachusetts 01474

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
September 12, 2016 - 5:30P.M.
Water Department 540 Main Street, Meeting Room

mm
10-11-16

I. PRELIMINARIES:

- 1.1 MM Called the meeting to order at 5:32 pm, 540 Main Street, meeting room.
- 1.2 Roll call showed members Present: Michael MacEachern (MM), and Nathan Mattila (NM), Lance Lewand (LL) was absent. Guest present: Gary Amadon, Don Vaillancourt, Terry Walsh, Paul Rafuse and Brenda Boudreau
- 1.3 MM announced that the meeting is being tape recorded
- 1.4 Chairman's additions or deletions. Notice for a last minute refund was added by the chairman. **NM made a motion to refund Altisource the amount of \$463.51, 5 Joyce Street. MM seconded. Unanimous vote. RE: double payment on final bill.**
- 1.5 Review/Approve meeting minutes of July 18, 2016 & August 8, 2016. **NM made a motion to approve the meeting minutes for July 18, and August 8, 2016. MM seconded. Unanimous vote.**
- 1.6 Review correspondence.

II. APPOINTMENTS:

- 2.1 5:45 PM- Gary Amadon, Wheeler Road. RE: discuss supplying water to Wheeler Road.
Mr. Amadon attended the meeting. Per the board's request for some form of legal agreement between the Water Dept. and Mr. Amadon because of the supply pressure issue and Mr. Amadon's willingness to assume responsibility for the installation of the water service I submitted a request for legal services to the Town Admin. on 8/12/2016 per Town policy after the August meeting on 8/8/2016 Unfortunately, not receiving a reply from the TA Paul followed up on the request by email on 8/29/2016. Again not receiving a reply from the TA Paul again followed up on my request via email on 9/8/2016 and the TA replied that he had just reached out to Town Counsel Paul's request. Therefore, the board had no draft agreement to review or approve. Mr. Amadon said he had spoken to someone about conservation due to crossing a small brook but hadn't actually talked with the Conservation/Land Use Coordinator Karen Chapman on the issue. Mike made a request to Mr. Amadon to work with me and schedule a time to attach a hose to the end hydrant on Wheeler Rd. and run it up to his house and connect to his outside silcock and shut his well off and observe what he had for pressure. The matter was tabled until the next meeting when hopefully we would have an agreement to review and approve.
- 2.2 6:00 PM-Don Vaillancourt, 2 Pearlbrook Road RE: discuss water service to Pearl brook Road.
Mr. Vaillancourt inquired about Town water service. I informed him our Rules & Reg's state that a water main must abut the property to receive water service and that any deviation from the R&R would be a decision of the BOWC. Pearlbrook Rd. is not supplied by Town water however, Mr. V stated that although his property being the first house on the left but, being 500-600 ft. from Main St. (where there is a water main) he has a narrow strip of property that extends to Main St. would that qualify him to receive Town water. The board took it under consideration, but I wanted to know how narrow of a strip of land are we talking about. The Matter was tabled until additional information was received. They would like Paul to give an estimate.

III. MEETING BUSINESS:

- 3.1 Review results of bid for Witch's Brook Project. The board reviewed results of the bid opening on Friday 9/9/2016 for the Witch's Brook Well 1 Electrical Rehab Project. The apparent low bidder was Lafleur Electric. To expedite the process the board voted to approve/award the bid to Lafleur contingent upon review by engineer Tighe & Bond and Superintendent. **NM made a motion to award the bid given that all parties review and approve of Lafleur Electric Company in the amount of \$45,400.00. MM seconded. Unanimous vote.**
- 3.2 Review and discuss proposed draft bid for Fitchburg Rd. Tank exterior paint project. I think the board intended to review a draft bid for the exterior paint job. However, Paul relayed to the board my conversation with Lou Soracco the engineer with Tighe & Bond that his recommendation would be to put together and award a bid over the winter to be ready to go in the spring. He said through his experience it would be possible to get the work done before bad weather however, due to the time of the year prices would come in very high and we would not receive very many bidders. My suggestion was to follow Lou's recommendation to perform the work in the spring and paint the exterior with a new system (sandblasting down to metal) and while offline and empty include an add/alternate in the bid to include painting the interior as well if bid costs come in favorable. The board agreed to do the work in the spring.
- 3.3 Review resident previous request for a Dog Park at Timberlee Park. Per the board's request at the last meeting I consulted with the Town's insurance agent and his recommendation was not to allow as the liability was too great and the person or group creating the dog park would have to provide the Town with an insurance certificate for a 1 mil/2 mil dollar policy and as I pointed out the proposed use near a public water supply would not be advisable. The board voted to deny the use at this time.
- 3.4 Discuss adding an article to Fall Town Meeting to accept M.G.L. Chap. 61 - 69 to allow the Water Department to enter into contracts for storage tank maintenance and improvements. Paul checked into the legality of entering into a 15 year Asset Management Plan per the new Mass General Law legislation. In order to enter into this program the Town would need to accept/approve the above MGL's at a Town Meeting. I proposed to submit a warrant article to do so to be put on the Fall Town Meeting. The Town Accountant who was in attendance stated that because the Town is still working on prior fiscal year audits she does not foresee any way the Town could have a Fall Town Meeting. The board voted to table the matter.
- 3.5 Discuss/Vote on proposed change to billing process for seasonal accounts. We have approx. 10-12 seasonal accounts that includes ball fields, farm stands, Cemetery's, etc. For these accounts meters are installed and water service is turned on anywhere between April-May and then they are shut down and the meters are removed anywhere from mid to late October-mid December. To avoid confusion I wanted to officially bring it before the board to decide on a set policy on how and when meter readings are collected and when bills are sent to keep the administrative process simple, the same, and streamlined. In discussing this with Brenda, my proposal was to once the meters were installed and services turned on in the spring we would bill them as normal in July, but instead of collecting a reading in September and sending them another bill in the normal October cycle we would wait and get the reading and send them their last and final bill in the Fall when the meter is removed and the service is shut off until the following Spring. After much discussion it was decided that this issue would be handled within the department.
- 3.6 Abate/adjust Acct # 60967, 21 South Street. \$8.61 RE: Late Charges applied in error. **NM made a motion to adjust acct# 60967, \$8.61 for late charge applied in error.**
- 3.7 Abate Acct 4690A, 10 Virgo Lane, and \$1.71 RE: Late charge added to final bill in error. **NM made a motion to refund Acct# 4690A, \$1.71 due to late charges added to final bill in error. MM seconded. Unanimous vote.**

Vote to amend prior vote to carry forward balances on special accounts. The Town Accountant attended the meeting to assist the board in understanding the Enterprise Fund accounting process. She explained that because we have the acts of 1920 we can carry forward the balances into our free cash. Also, she explained to the board why they needed to amend or rescind the previous vote of the board at the last meeting and which accounts to close out and which accounts to carry forward. **NM made a motion to rescind the previous vote taken on August 8, 2016 to carry forward the balances on the special accounts and to close out inactive accountants. MM seconded.**

Unanimous vote. In addition, NM made a motion to close out the following inactive accounts MM seconded. Unanimous vote.

061-04-400-5009-0000-000 Main Street Station Upgrade	\$58,219.23
061-04-400-4013-0000-000 Water Main Extension	\$127,911.75
061-04-400-5014-0000-000 Well Development and Exploration	\$6,276.29
061-04-500-5806-2016-251 New Vehicle	\$6,333.00
061.04-500.5850-2004-000 Equipment Replacement Fund	\$1,426.07
061-04-500-5640-0000-000 Prior Year Encumbrance	<u>\$1,145.00</u>
 Total	 \$201,311.34

NM made a motion to carry forward the remaining balances on the following special accounts. MM seconded.

Unanimous vote.

061-04-400-5012-0000-000 System Enhancements	\$814,054.17
061-04-500-5000-0000-000 Emergency Reserve Fund	\$20,000.00
061-04-500-5245-2006-000 Storage Tank Maint. Fund	\$13,883.40
061-04-500-5804-2016-251 Witches Brook Repairs	\$34,000.00
061-04-500-5805-2015-000 Water Meter Replacements	\$14,557.50
061-04-500-5902-2014-251 CIP- VFD & Elec. Serv. Pump Station	\$25,000.00
061-04-500-5902-2015-001 CIP-Tank Mixing System	<u>\$36,250.00</u>
 Total	 \$957,745.07

IV. COMMISSIONERS UPDATES AND REPORTS.

4.1

V. WATER SUPERINTENDENTS UPDATES AND REPORTS.

5.1 Superintendent will be on vacation October 3, 2016 – October 7, 2016

VI. NM made a motion to review reports and sign the bills payable warrant out of session. MM seconded.

Unanimous vote.

VII. OFFICE UPDATES AND REPORTS.

6.1 Review and Sign Bills Payable Warrants.

6.3 Review and sign Schedule of Bills Receivable report.

6.4 Review Accounts Receivable report.

VIII. ADJOURNMENT:

MM adjourned the meeting at 7:15 P.M.

Respectfully submitted,

Brenda Boudreau

WATER DEPARTMENT MEETING

DATE: September 12, 2016

NAME	ADDRESS	PH/EMAIL
Gary Amadon	5 Wheeler Rd., W. Townsend, MA.	978-587-8039 gamadon@comcast.net
Don Villancourt	2 Pearl Brook Rd W. Townsend MA	978-587-8738 don_villancourt@comcast.net



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

Name: AITI Source Account # 60329

Address: 5 Joyce ST

Phone # _____ Email Address _____

Billing date 9/9/16

AMOUNT: 463.57 ABATEMENT [] ADJUSTMENT [] Refund
(check one)

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

Reasons: (please attached supporting documentation if applicable)

AITI Source & US National Bank both paid @ closing

Paid 2x @ Closing

APPROVED DENIED [] (check one)

DATE: 9-12-16

463.51 USCR.

TOWNSEND BOARD OF WATER COMMISSIONERS

[Signature]
[Signature]

WATER SUPERINTENDENT

2.1

Paul Rafuse

From: Paul Rafuse <prafuse@townsend.ma.us>
Sent: Monday, August 29, 2016 4:01 PM
To: James Kreidler
Subject: FW: Request For Legal Services
Attachments: 160811-Request For Legal Services.pdf

Jim,

Has my attached request for legal services been authorized? Have you heard or received anything from Town Counsel on this, I haven't?

Also, can the Supervisory Union get your authorization to have a meeting at the Senior Center/Library Thursday September 1, 20016 @ 11:30 AM?

Thank you

From: Paul Rafuse [mailto:prafuse@townsend.ma.us]
Sent: Friday, August 12, 2016 3:06 PM
To: James Kreidler <jkreidler@townsend.ma.us>
Cc: Jodi Deschenes <jdeschenes@townsend.ma.us>
Subject: Request For Legal Services

Jim,

Please see the attached Request For Legal Services form and supporting documentation. If you have any questions please call or email me.

Thanks

Paul Rafuse

Paul Rafuse
Superintendent
Townsend Water Department
540 Main St.
West Townsend, MA 01474
Tel: 978-597-2212
Fax: 978-597-5611
E-mail: prafuse@townsend.ma.us

This electronic message is confidential and intended for the named recipient only. Any dissemination, disclosure or distribution of the contents of this communication is unlawful and prohibited. If you have received this message in error, please contact by return email or telephone (978-597-2212), and delete the copy you received. Thank you.

Paul Rafuse

From: James Kreidler <jkreidler@townsend.ma.us>
Sent: Thursday, September 08, 2016 2:37 PM
To: 'Paul Rafuse'
Subject: RE: Request For Legal Services

Just reached out to K&P now. Will advise.

From: Paul Rafuse [mailto:prafuse@townsend.ma.us]
Sent: Thursday, September 08, 2016 1:22 PM
To: James Kreidler
Subject: Request For Legal Services

Jim,

Has my attached request for legal services been authorized? Have you heard or received anything from Town Counsel on this? I submitted a request to you by email on 8/12 & 8/29. My Commissioners were hoping to have an agreement to review at their 9/12/2016 meeting. Could you let me know please?

Thank you

Paul Rafuse
Paul Rafuse
Superintendent
Townsend Water Department
540 Main St.
West Townsend, MA 01474
Tel: 978-597-2212
Fax: 978-597-5611
E-mail: prafuse@townsend.ma.us

This electronic message is confidential and intended for the named recipient only. Any dissemination, disclosure or distribution of the contents of this communication is unlawful and prohibited. If you have received this message in error, please contact by return email or telephone (978-597-2212), and delete the copy you received. Thank you.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2016.0.7797 / Virus Database: 4649/12971 - Release Date: 09/08/16

Paul Rafuse

From: Mail Delivery Subsystem <MAILER-DAEMON>
Sent: Friday, August 12, 2016 3:22 PM
To: prafuse@townsend.ma.us
Subject: Return receipt
Attachments: details.txt; Untitled attachment 00037.txt

The original message was received at Fri, 12 Aug 2016 15:21:34 -0400 (EDT) from 70-88-250-85-ma-nh-me-ne.hfc.comcastbusiness.net [70.88.250.85]

----- The following addresses had successful delivery notifications ----- <jdeschenes@townsend.ma.us> (successfully delivered to mailing list) <jkreidler@townsend.ma.us> (successfully delivered to mailing list)

----- Transcript of session follows ----- <jdeschenes@townsend.ma.us>... expanded to multiple addresses <jkreidler@townsend.ma.us>... expanded to multiple addresses jkreidler_a... Successfully delivered jkreidler_alt... Successfully delivered <jkreidler@townsend.ma.us>... Successfully delivered jdeschenes_a... Successfully delivered <jdeschenes@townsend.ma.us>... Successfully delivered

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2016.0.7797 / Virus Database: 4649/12971 - Release Date: 09/08/16

Paul Rafuse

From: Mail Delivery Subsystem <MAILER-DAEMON>
Sent: Monday, August 29, 2016 4:01 PM
To: prafuse@townsend.ma.us
Subject: Return receipt
Attachments: details.txt; Untitled attachment 00021.txt

The original message was received at Mon, 29 Aug 2016 16:00:48 -0400 (EDT) from 70-88-250-86-ma-nh-me-ne.hfc.comcastbusiness.net [70.88.250.86]

----- The following addresses had successful delivery notifications ----- <jkreidler@townsend.ma.us> (successfully delivered to mailing list)

----- Transcript of session follows ----- <jkreidler@townsend.ma.us>... expanded to multiple addresses jkreidler_a... Successfully delivered jkreidler_alt... Successfully delivered <jkreidler@townsend.ma.us>... Successfully delivered

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2016.0.7797 / Virus Database: 4649/12971 - Release Date: 09/08/16

REQUEST FOR LEGAL SERVICES

TOWN OF TOWNSEND



Date: August 11, 2016

Name: Paul Rafuse

Title: Superintendent

Department: Water

Board or Committee¹: Board of Water Commissioners

Signature: Paul Rafuse

Emergency/Same Day Urgent/24 hours Important Routine

Description of Request
("Request for Legal Opinion" or "Relates to Pending Litigation". Is this request from a Committee, or individual committee member's concern? Is the request of high or low priority? Please attach all relevant documentation.)
See Attached

Meeting Attendance Requested

Date: _____ Time: _____

Location: _____

Time Frame

By what date is a response needed? Please explain.

A response is needed by September 9, 2016 prior to the next scheduled Board of Water Commissioners meeting.

Submit completed request form to the office of the Town Administrator for processing.

James M. Kreidler, Jr
Town Administrator

APPROVED

DISAPPROVED

¹ Boards, Commissions and Committees must provide the date of the Board, Commission or Committee vote authorizing the request.



TOWNSEND WATER DEPARTMENT
540 Main Street West Townsend, Massachusetts 01474

Michael MacEachern, *Chairman*
Paul L. Rafuse,
Water Superintendent

Niles Busler, *Vice-Chairman*

Nathan Matilla, *Clerk*
(978) 597-2212
Fax (978) 597-5611

MEMORANDUM

TO: Jim Kreidler, Town Administrator

FROM: Paul Rafuse, Superintendent *P.R.*

RE: Request For Legal Services

DATE: August 11, 2016

At the Board of Water Commissioners meeting held on August 8, 2016, a resident approached the board requesting water service to his home located at 5 Wheeler Road in West Townsend, MA. The resident has unofficially (*not attended and met with the Board of Water Commissioners*) inquired about water service in the past and, was told due to the elevation of his home hydraulically, and from a regulatory standpoint it may not be feasible. Public Water Suppliers are required under the Massachusetts Department of Environmental Protection (MassDEP) Drinking Water Regulations to supply the customer with a minimum of 20 pounds per square inch (psi) of pressure under all conditions. Also, under the Water Department's Rules and Regulations Section 2(2.9) Service Connections states that no service connections shall be allowed unless the property abuts an existing main which this property does not.

A hydraulic analysis of the distribution system performed in 2002 determined that area's above 423 feet in elevation would be unserviceable by our current system. In other words, our current distribution system is unable to provide the minimum of 20 psi under all conditions to any customers above 423 feet in elevation. As the enclosed map shows the end of the 8-inch water supply main ends by design at an elevation of 380 feet. The elevation at ground level at 5 Wheeler Road is 416 feet.

In their willingness to assist residents that come before them the Board of Water Commissioners understands that it is within their authority to deviate from the Water Departments Rules and Regulations in certain cases as long as service and water quality are not compromised. However, the obvious concern is potentially putting the Water Department in a position of non-complying with a state regulation by approving a water service that may not supply the minimum pressure under all conditions. As stated above although the elevation of the residents home is below the 423-foot maximum elevation to supply him water it is only under by 7 feet

and needs to supply water to a second story. The Board of Water Commissioners has expressed these concerns to the resident during their discussion at the meeting.

In his continued desire to have his home supplied with public water. The resident has expressed his willingness and is agreeable to perform the excavation and installation of the service to his house and comply with the specifications of the Townsend Water Department and will not backfill until inspected by Water Department personnel.

It is for these reasons the Board of Water Commissioners has instructed me to request the opinion and assistance of Town Counsel in this matter. Barring no glaring concerns the Board of Water Commissioners requests Counsel to draft language in an agreement between the Townsend Water Department and Kathleen and Gary Amadon of 5 Wheeler Rd., West Townsend, MA 01474 that Mr. and Mrs. Amadon indemnify and hold harmless from any liability the Townsend Water Department if at any time they experience a loss of pressure and any damage caused by a reduction in pressure. Also, because the incoming pressure is lower than a standard service in the event a condition occurs in the distribution system i.e., a water main break that causes "negative" pressure there is an increased risk of a potential backflow or "back siphon" condition causing contaminants to be drawn into the system. For this reason an approved backflow prevention device shall be installed just after the water meter.

We appreciate your assistance in this matter and if you have any questions please call or email me.

Thank you



TOWNSEND WATER DEPARTMENT
540 Main Street West Townsend, Massachusetts 01474

Michael MacEachern, Chairman
Paul L. Rafuse,
Water Superintendent

Nathan Matilla, Vice-Chairman

Lance Lewand, Clerk
(978) 597-2212
Fax (978) 597-5611

MEMORANDUM

TO: BOARD OF WATER COMMISSIONERS

FROM: PAUL RAFUSE, SUPERINTENDENT

RE: EXPLANATION OF ITEMS ON THE SEPTEMBER 12, 2016 BOARD OF WATER COMMISSIONERS AGENDA

DATE: SEPTEMBER 12, 2016

- 3.1 Your packet contains the results of the bid opening for "Witch's Brook Well 1 Electrical Rehabilitation" project and the apparent low bidder. Upon review by Tighe & Bond Engineers and the Superintendent of references, verification of documents, Department of Capital and Asset Management (DCAM) certification etc., a "Notice of Award" will be sent to the appropriate contractor. It is the Board's discretion to make a motion to award the bid to the appropriate contractor based on T&B and the Superintendent's review or wait and award the bid to the appropriate contractor after the board has a chance to evaluate the recommendation of T&B and the Superintendent.
- 3.2 Your packet contains a proposal for engineering services to overcoat or completely remove the existing coating and primer down to metal and apply a new coating system. Further evaluation of the documentation and reports of Suez (Utility Services), by Tighe & Bond taking into account, the age of the current outer coating and, the time of the year it is the recommendation of T&B to wait and put together a bid to have the work done in the spring. Although the time line is tight it is possible a bid could be awarded and the work could be done before bad weather. However, T&B states past experience has proven the cost increases for specialized provisions due to weather and very few contractors submit bids due to prior commitments and tend to submit higher bids.

- 3.3 As directed by the board the Superintendent consulted with the Town's insurance agent with regards to liability to the Town and the Water Department. Although a worthy cause, due to the nature of the proposed use the potential liability to the Town is to great. In addition, the Town would require someone, the organizer, responsible party, etc. to carry a \$1 mil./\$2 mil insurance policy because of being on Town property.
- 3.4 This is to submit an article to be put on the warrant for the Special Town Meeting in the Fall for the Town to accept these Mass General Laws in order for the Water Department to take advantage of this recent legislation and utilize an Asset Management Plan for Storage Tank Maintenance.

REQUEST FOR WATER SERVICE AT 5 WHEELER ROAD, WEST TOWNSEND, MA



Note: Maximum elevation of service area is 423 feet.

- 8" Water Main
- Hydrant (gated)
- ✕ Line Gate

29-0354-35
September 9, 2016

Mr. Paul Rafuse, Superintendent
Townsend Water Department
540 Main Street
West Townsend, MA 01474

Re: **Proposal for Engineering Services
Fitchburg Road Water Storage Tank Rehabilitation**

Dear Mr. Rafuse:

Tighe & Bond is pleased to provide this proposal to the Townsend Water Department for engineering services for the rehabilitation of the Fitchburg Road Tank. This project will provide recommendations to either apply an overcoat to the exterior surfaces before adhesion is lost, or remove the entire interior and exterior coating systems and apply a new coating system.

Project Understanding

The Fitchburg Road Tank was inspected by Utility Services in October 2014. During the inspection, several deficiencies were noted. These included the replacement of missing bolts and/or rivet in the roof, sealing the gap along the perimeter of the roof and side walls, installation of a finial vent to replace the existing finial ball, welding the ladder stationary to the tank roof, installation of a raised neck for the roof hatch, and installation of a railing on the roof around the area of the hatch.

In July 2016, Utility Services corrected the above deficiencies. While on site, they checked adhesion of the existing coating system. The results of the adhesion check indicated that it was still possible to apply an overcoat to the existing coating system. However the adhesion was not sufficient to guarantee the system would last longer than 1-year. In July 2016, Utility Services provided the Water Department with a proposal for a 15-year maintenance program for the Fitchburg Road Tank, which included the application of an overcoat. As part of the maintenance program, Utility Services would warranty the tank for 15-years, and as a result would accept the risk involved with implementing an overcoat.

After evaluating the proposal, the Water Department decided to proceed with the traditional design-bid-build approach to complete the rehabilitation of the coating system of the tank.

Scope of Services

The following Scope of Services was developed based on our understanding of the project.

Task 1 - Design

- 1.1 **Kickoff Meeting/Site Visit** – Conduct a kickoff meeting and site visit to review the proposed work at the tank and review the site constraints for construction access.
- 1.2 **Evaluation** – Prepare an evaluation of coating alternatives. Due to the condition of the existing coating as reported by Utility Services, we anticipate that all coatings will need to be removed from the exterior and interior of the tank.
- 1.3 **Cost Comparison** – Prepare cost comparisons for coating system alternatives. Based upon a technical evaluation of alternatives relative to the type and condition of the



existing coating systems and available new paint products, we will advise the Water Department of the relative risks, anticipated life expectancy, appearance and probable cost of available alternatives.

- 1.4 **Bid Documents** – Prepare contract bidding documents including technical specifications and contract provisions for the selected coating system alternative as well as draft agreement for review by Town Counsel.

Task 2 – Bidding Services

- 2.1 **Advertisement** – Assist the Water Department in advertising the project for public bidding in the Central Register. Tighe & Bond will prepare a Bid Advertisement for the Water Department to place in a local newspaper. Tighe & Bond will provide electronic bid documents for distribution to prospective bidders on our “Projects Out to Bid” website.
- 2.2 **Questions and Addenda** – Tighe & Bond will respond to questions and/or requests for information from prospective bidders and prepare addenda as required.
- 2.3 **Bid Opening** – Tighe & Bond will attend the bid opening for the general contractors on the project. We will assist the Water Department with opening of the bids received and recording the results.
- 2.4 **Recommendation to Award** – We will review all bids received and conduct reference checks on the apparent low bidder(s). Tighe & Bond will provide the Water Department with a letter recommending award to the lowest responsible and eligible bidder.

Engineering Fee

Tighe & Bond will perform the above listed services for a lump sum fee of **\$19,000.00** invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

For information purposes, the following fee summary provides the anticipated break out of the project. The summary is presented to provide the Town with a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not the individual line items.

Engineering Fee Summary

<u>Task</u>	<u>Description</u>	<u>Budget</u>
1	Design	\$14,200
2	Bidding	4,800
TOTAL FEE		\$19,000

Excluded Services

The following services have not included in this proposal. If the Water Department requests any of these services to be provided, we will modify our proposal accordingly.

- Conducting field site survey
- Additional tank inspection (design shall be based on Utility Services 2014 Report)
- Soils sampling and analysis
- Advertising fees



- Construction Services (proposal for these services will be provided during the bidding phase)

Schedule

Tighe & Bond is prepared to begin work immediately on this project and complete the services listed in Task 1 within six weeks from authorization to proceed. We will proceed with the bidding services phase upon authorization of the Water Department. We recommend that the Water Department bid the project during the winter so that construction can begin as soon as weather permits in the spring of 2017.

If this proposal is acceptable, please sign below and return one signed copy to our office. If you have any questions or require any additional information, please contact me at our office.

Very truly yours,

Tighe & Bond, Inc.



Thomas J. Mahanna, P.E.
Vice President
Tel: 508.471.9607
Cell: 978.846.0675
e: tjmahanna@tighebond.com



Louis A. Soracco, P.E.
Project Manager
Tel: 508.304.6358
Cell: 978.501.4911
e: lasoracco@tighebond.com

ACCEPTANCE:

On behalf of the Townsend Water Department, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

Enclosure: Terms and Conditions

\\\\SRV\Projects\T\10354 Townsend Water Department\Proposal\Townsend_Fitchburg_Tank_Rehab_Proposal (through bidding).doc

"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "ENGINEER".

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to ENGINEER shall be made on the basis of invoices submitted by ENGINEER and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse ENGINEER for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against ENGINEER.

3. STANDARD OF CARE

3.1 In performing professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to ENGINEER. In the event of any termination, CLIENT will pay ENGINEER for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 ENGINEER will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of ENGINEER's report, unless mutually agreed otherwise or unless ENGINEER's customary practice is to retain for a longer period of time for the specific type of services which ENGINEER has agreed to perform. Upon request and mutual agreement regarding applicable charges, ENGINEER will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of ENGINEER, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to ENGINEER of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by ENGINEER.

6.2 Documents provided by ENGINEER are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this project or for any other projects or sites. Documents provided by ENGINEER on this project shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of ENGINEER. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this project, without ENGINEER's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on ENGINEER's part, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - ENGINEER cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format. If ENGINEER provides documents in electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold ENGINEER harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases - In the event that ENGINEER prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and ENGINEER that such project deliverables will be used and perhaps modified by CLIENT and that ENGINEER's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by ENGINEER, ownership is passed to CLIENT. ENGINEER will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

7. INSURANCE

7.1 ENGINEER will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. ENGINEER will furnish certificates at CLIENT's request.

7.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of ENGINEER to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or ENGINEER's compensation for consulting services, whichever is greater.

7.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. INDEMNIFICATION AND DISPUTE RESOLUTION

8.1 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom ENGINEER is legally liable. ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

8.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability or cost to the extent caused by CLIENT's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom CLIENT is legally liable. CLIENT is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence.

8.3 CLIENT agrees that any and all limitations of ENGINEER's liability, waivers of damages by CLIENT to ENGINEER shall include and extend to those individuals and entities ENGINEER retains for performance of the services under this Agreement, including but not limited to ENGINEER's officers, partners, and employees and their heirs and assigns, as well as ENGINEER's subconsultants and their officers, employees, and heirs and assigns.

8.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and ENGINEER agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and ENGINEER further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for ENGINEER to make any surveys, borings, explorations, tests or similar field investigations. ENGINEER will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for ENGINEER. If restoration of the land is required to its former condition, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for ENGINEER's services and ENGINEER's continued involvement in the project. ENGINEER will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances may make it necessary for ENGINEER to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate ENGINEER for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or ENGINEER's personnel. To the full extent permitted by law, CLIENT waives any claims against ENGINEER and agrees to indemnify, defend and hold harmless ENGINEER from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SUBSURFACE INVESTIGATIONS

11.1 In soils, groundwater, and other subsurface investigations, conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that may affect overall project costs and/or execution. These variable conditions and related impacts on cost and project execution are not the responsibility of ENGINEER.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by ENGINEER, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's project is selected for an audit, CLIENT agrees to compensate ENGINEER for time spent preparing for and complying with an

agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and ENGINEER will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for ENGINEER's services or project implementation.

13.2 CLIENT will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to ENGINEER in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 ENGINEER has no control over cost or price of labor and materials required to implement CLIENT's project, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty, expressed or implied, that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by ENGINEER. If CLIENT wishes additional information as to any element of project cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

15.1 CLIENT and Contractor - The presence of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, does not make ENGINEER or ENGINEER's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - ENGINEER and ENGINEER's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

15.3 On-site Responsibility - The presence of ENGINEER's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of ENGINEER's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the ENGINEER not provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the ENGINEER's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the ENGINEER that may be in any way connected thereto.

16.2 In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.

PART I ADMINISTRATION OF THE GOVERNMENT**TITLE VII** CITIES, TOWNS AND DISTRICTS**CHAPTER 40** POWERS AND DUTIES OF CITIES AND TOWNS**Section 61** Definitions applicable to Secs. 61 to 69

Section 61. As used in this section and sections 62 to 69, inclusive, the following words shall have the following meanings unless the context clearly requires otherwise:

"Governmental unit", a city, town, county, water district, wastewater district, municipal water and sewer commission or regional water and sewer district commission established under chapter 40N or by special act or an independent water and sewer commission; provided, however, that "governmental unit" shall not include the Massachusetts Water Resources Authority.

"Local legislative body", in a city, the city council, in a town, the town meeting or as otherwise more specifically defined by the municipal charter, municipal water and sewer commission or regional water and sewer district commission established under chapter 40N or by special act, in a district, the district meeting, in an independent water and sewer commission, the commissioners.

"Water storage facility", an above ground or below-ground facility or tank, standpipe, water tower or other building or structure used to store water for, without limitation, public drinking water supply and fire protection.

PART I ADMINISTRATION OF THE GOVERNMENT**TITLE VII** CITIES, TOWNS AND DISTRICTS**CHAPTER 40** POWERS AND DUTIES OF CITIES AND TOWNS**Section 62** Contracts for the inspection, maintenance, repair or modification of water storage facility authorized

Section 62. Pursuant to sections 61 to 69, inclusive, a governmental unit may enter into contracts for the inspection, maintenance, repair or modification of a water storage facility to maintain adequate services to users and to ensure that the water storage facility is in compliance with federal, state and local laws. All contracts shall be awarded in accordance with section 6 of chapter 30B and approved by a 2/3 vote of the local legislative body of the governmental unit. An approved contract may provide that the governmental unit: (i) may make annual payments to fund capital modifications, repairs or installation of equipment and systems at a water storage facility that have been completed or are to be completed pursuant to the terms of the request for proposals; provided, however, that costs shall be amortized over a period that shall not be longer than the useful life of the modifications or repairs or the equipment and systems installed; and (ii) may make payments for future capital modifications, repairs or installation of equipment and systems or a second interior or exterior coating at a water storage facility pursuant to the terms of the request for proposals based on estimated costs of such capital modifications, repairs or installation of equipment and systems at a water storage facility, only if the payments for the full accumulated amount are guaranteed by a bond, letter of guaranty or other form of guaranty to be submitted on an annual basis and approved by the governmental unit for the 100 per cent accumulated amount.

PART I ADMINISTRATION OF THE GOVERNMENT**TITLE VII CITIES, TOWNS AND DISTRICTS****CHAPTER 40 POWERS AND DUTIES OF CITIES AND TOWNS**

Section 63 Term of contract awarded under Sec. 62 and option for renewal or extension; contents of contract and obligations thereunder; requirements relating to capital modifications, capital repairs, installation of equipment and systems or second interior or exterior coating

Section 63. (a) A contract awarded under section 62 may provide for a term, not exceeding 15 years, and an option for renewal or extension of inspection, maintenance, repair or modification services for 1 additional term not exceeding 5 years. When a contract is to contain an option for renewal or extension, the solicitation shall include notice of that provision. A renewal or extension shall be at the sole discretion of the governmental unit under the terms and conditions of the original contract. Subject to subsection (b), a contract awarded under said section 62 shall contain a provision stating that the governmental unit may terminate the contract upon 90 days written notice.

(b) A contract entered into under section 62 may provide that the governmental unit's obligation under the contract for payment of the annual costs to inspect, maintain, repair or modify a water storage facility shall be subject to appropriation; provided, however, that a governmental unit shall not be exempt from liability for the payment of the amounts amortized for completed capital modifications, repairs or installation of equipment and systems at a water storage facility. Costs shall be amortized over a period that shall not be longer than the useful life of the modifications or repairs or the equipment and systems installed. A governmental unit's payment obligation for any inspection, maintenance, repair or modification services shall be contingent upon the contractor's performance of the services under the terms of the contract. A contract entered into pursuant to this section shall include the independent professional engineer's report that was used as the basis of the solicitation and shall include a breakdown of the portion of the annual fee that is: (i) allocated to inspection, maintenance, operation, testing and ordinary repair which shall be subject to the provisions concerning annual appropriation in this section; and (ii) attributable to capital modification, capital repairs or installation of equipment and systems at a water storage facility for which the amount of the lump sum cost of such capital modification, capital repairs or installation of equipment and systems at a water storage facility has been amortized over the life of the contract. In addition, if the local legislative body votes to make payments for future capital modifications, capital repairs, installation of equipment and systems or a second interior or exterior coating, a contract entered into pursuant to this section shall include a schedule of the payments to be made based on the estimated costs of such future capital modifications, capital repairs, installation of equipment and systems or a second interior or exterior coating as submitted by the selected offeror in response to the request for proposals, which shall be used to determine the full accumulated amount to be guaranteed. In the event of a termination, the amounts held for future capital modifications, capital repairs or installation of equipment and systems or a second interior or exterior coating shall be refunded to the governmental unit in accordance with the terms and conditions of the request for proposals.

(c) A contract entered into under section 62 may provide for any activities deemed necessary to carry out sections 61 to 69, inclusive, which may include, but shall not be limited to, equipment installation and replacement, studies, permitting, design and engineering, capital modification, capital repairs, painting, ordinary repairs and maintenance and the furnishing of all related material, supplies and services required for a water storage facility and the management, maintenance and repair of and improvements to the facility. In the event that the contract and any lawfully executed extension of the initial term includes payments for future capital modifications, capital repairs, installation of equipment and systems or a second interior or exterior coating, prior to proceeding the governmental unit shall seek the consultation of a professional engineer or independent certified tank consultant to complete an independent review of the proposed scope in relation to the condition of the water storage facility. The engineer or tank consultant shall prepare a written report to advise the governmental unit on proceeding with the contractor's proposal.

PART I ADMINISTRATION OF THE GOVERNMENT

TITLE VII CITIES, TOWNS AND DISTRICTS

CHAPTER 40 POWERS AND DUTIES OF CITIES AND TOWNS

Section 64 Solicitation of proposals; statement of compliance with occupation health and safety requirements

Section 64. The chief procurement officer of a governmental unit shall solicit proposals in conformance with section 6 of chapter 30B. Information from the governmental unit shall contain a full and complete description of the condition of the water storage tank as written by an independent professional engineer. The scope of services shall contain a detailed description of the services to be provided by the selected proposer.

A contract entered into under sections 61 to 69, inclusive, shall specifically state that the offeror and any subcontractor under the offeror shall comply with all federal and state occupational health and safety requirements applicable to the activities provided for in the contract.

PART I ADMINISTRATION OF THE GOVERNMENT

TITLE VII CITIES, TOWNS AND DISTRICTS

CHAPTER 40 POWERS AND DUTIES OF CITIES AND TOWNS

Section 65 Acceptance of proposal and award of contract; notice; statement of reasons for acceptance

Section 65. The chief procurement officer of a governmental unit shall award the contract to the most advantageous proposal from a responsible and responsive offeror taking into consideration price and the evaluation criteria set forth in the request for proposals; provided, however, that such proposal shall be in full compliance with all applicable requirements of federal, state and local laws, including section 26 to 27H, inclusive, of chapter 149. The governmental unit shall provide written notice to the selected offeror within the time for acceptance specified in the request for proposals. The governmental unit and the offeror may extend the time for acceptance by mutual agreement. If the contract award is made to an offeror who did not have the lowest overall price proposal, then the chief procurement officer shall publish a timely written statement of reasons for its selection in the central register.

PART I ADMINISTRATION OF THE GOVERNMENT

TITLE VII CITIES, TOWNS AND DISTRICTS

CHAPTER 40 POWERS AND DUTIES OF CITIES AND TOWNS

Section 66 Terms and conditions of contract awarded under Secs. 61 to 69; bond or other security for the obligation of selected offeror

Section 66. A contract awarded under sections 61 to 69, inclusive, shall be subject to such terms and conditions as the governmental unit shall determine to be in its best interest. The selected offeror shall furnish to the governmental unit performance bonds, payment bonds or other forms of security for the selected offeror's obligations, and insurance, satisfactory to the governmental unit.

PART I ADMINISTRATION OF THE GOVERNMENT

TITLE VII CITIES, TOWNS AND DISTRICTS

CHAPTER 40 POWERS AND DUTIES OF CITIES AND TOWNS.

Section 67 Project approval certificates from department of environmental protection

Section 67. The department of environmental protection may issue project approval certificates with respect to capital project costs identified with a contract procured by a governmental unit under sections 61 to 69, inclusive, for facilities improvements.

PART I ADMINISTRATION OF THE GOVERNMENT

TITLE VII CITIES, TOWNS AND DISTRICTS

CHAPTER 40 POWERS AND DUTIES OF CITIES AND TOWNS

Section 68 Contracts made in violation of Secs. 61 to 69 void and unenforceable

Section 68. A contract made in violation of sections 61 to 69, inclusive, shall be void and the governmental unit shall make no payment under any such contract. Minor informalities shall not render a contract void.

PART I ADMINISTRATION OF THE GOVERNMENT

TITLE VII CITIES, TOWNS AND DISTRICTS

CHAPTER 40 POWERS AND DUTIES OF CITIES AND TOWNS

Section 69 Public notice of request for proposal

Section 69. Public notice of the request for proposals shall be published in the central register pursuant to section 20A of chapter 9 at least 30 days before the time specified for receipt of proposals in the request for proposals.



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

Name: Bill Kao Account # 60967

Address: _____

Phone # _____ Email Address _____

Billing date 7/1

AMOUNT: 8.61 4c. ABATEMENT [] ADJUSTMENT [] (check one)

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

Reasons: (please attached supporting documentation if applicable)

Customer paid multiple Accts called me to make
Sure he was paid in full - was told S/B large
Credit on Acct - cannot get read until plumber
is available - L/C was added in error - customer
APPROVED [] DENIED [] (check one) does not owe this amount
on bill.

DATE: 9-12-16

TOWNSEND BOARD OF WATER COMMISSIONERS

[Signature]
[Signature]

WATER SUPERINTENDENT

3.4



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

Name: Mary Mudge Account # 4690 A

Address: (former) 10 Virgo Lane

Phone # _____ Email Address _____

Billing date _____

AMOUNT: 1.71. uscr ABATEMENT [] ADJUSTMENT [] (check one)

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

Reasons: (please attached supporting documentation if applicable)

1.71. uscr - 061-000-4210 000 uscr.
Late Charge was added to final bill in error.
Refund Request

APPROVED [] DENIED [] (check one)

DATE: 9-12-16

TOWNSEND BOARD OF WATER COMMISSIONERS

[Signature]
[Signature]

WATER SUPERINTENDENT

Mail to
Mary Mudge
1 Patriot Drive
Saco Me 04072



38

TOWNSEND WATER DEPARTMENT
540 Main Street West Townsend, Massachusetts 01474

Michael MacEachern, Chairman
Paul L. Rafuse,
Water Superintendent

Nathan Mattila, Vice Chairman

Lance Lewand, Clerk
(978) 597-2212
Fax (978) 597-5611

September 12, 2016

Terry Walsh
Town Accountant
Town of Townsend

Dear Terry,

At the Board of Water Commissioners' meeting on September 12, 2016 the Board voted unanimously to close the following accounts:

061-04-400-5009-0000-000 Main Street Station Upgrade	\$58,219.23
061-04-400-4013-0000-000 Water Main Extension	\$127,911.75
061-04-400-5014-0000-000 Well Development and Exploration	\$6,276.29
061-04-500-5806-2016-251 New Vehicle	\$6,333.00
061.04-500.5850-2004-000 Equipment Replacement Fund	\$1,426.07
061-04-500-5640-0000-000 Prior Year Encumbrance	<u>\$1,145.00</u>
Total	\$201,311.34

In addition, the Board voted unanimously to carry forward the remaining balances on the following special accounts:

061-04-400-5012-0000-000 System Enhancements	\$814,054.17
061-04-500-5000-0000-000 Emergency Reserve Fund	\$20,000.00
061-04-500-5245-2006-000 Storage Tank Maint. Fund	\$13,883.40
061-04-500-5804-2016-251 Witches Brook Repairs	\$34,000.00
061-04-500-5805-2015-000 Water Meter Replacements	\$14,557.50
061-04-500-5902-2014-251 CIP- VFD & Elec. Serv. Pump Station	\$25,000.00
061-04-500-5902-2015-001 CIP-Tank Mixing System	<u>\$36,250.00</u>
Total	\$957,745.07

Sincerely,

Brenda Boudreau, Office Administrator
/bab



TOWNSEND WATER DEPARTMENT

540 Main Street West Townsend, Massachusetts 01474

6.3

Michael MacEachern, Chairman

Nathan Mattila, Vice Chairman

Lance Lewand, Clerk

Paul L. Rafuse,
Water Superintendent

(978) 597-2212
Fax (978) 597-5611

NO. 17-2

8/31/2016

SCHEDULE OF BILLS RECEIVABLE

To the Accountant:
Treasurer:

The following bills, amounting in the aggregate to

EIGHT THOUSAND FOUR HUNDRED FIFTY-SEVEN AND 37/100***** Dollars

are herewith committed for collection.

<u>DATE</u>	<u>USER CHARGES</u>	<u>SERVICE CHARGES</u>	<u>CONN CHARGES</u>	<u>BACK FLOW</u>	<u>LATE CHARGES</u>	<u>TOTAL</u>
08/31/16	823.50	2,806.51	2,000.00	0.00	2,827.36	\$ 8,457.37

BOARD OF WATER COMMISSIONERS

Michael MacEachern, Chairman

Nathan Mattila, Vice-Chairman

Lance Lewand, Clerk

6.4

FISCAL YEAR 17 SUMMARY
TOWNSEND WATER DEPARTMENT - ACCOUNTS RECEIVABLE
August 31, 2016

UNCOLLECTED FROM JUNE 30, 2016

97,852.71

CHARGED 07/01/16- 08/31/16

	8/31/2016	Previous Balance	Total
USER CHARGES	823.50	245,805.00	246,628.50
SERVICE CHARGES	2,806.51	5,820.00	8,626.51
CONNECTION CHARGES	2,000.00	0.00	2,000.00
LATE CHARGES	2,827.36	1,266.61	4,093.97
BACKFLOW	0.00	0.00	0.00
SUBTOTAL	8,457.37		
TOTAL CHARGES			261,348.98

261,348.98
359,201.69

RECEIVED 07/01/16 08/31/16

	8/31/2016		
USER CHARGES	57,522.78	155,177.62	212,700.40
SERVICE CHARGES	1,010.94	5,267.85	6,278.79
CONNECTION CHARGES	2,000.00	0.00	2,000.00
LATE CHARGES	1,253.78	1,083.61	2,337.39
BACKFLOW	50.00	237.00	287.00
SUBTOTAL	61,837.50		
TOTAL RECEIPTS			223,603.58

223,603.58

SENT TO LIEN
LIENS COLLECTED
ABATEMENTS
ADJUSTMENTS
UNCOLLECTED

0.00
0.00
-186.25
107.64
134,676.72

134,676.72
358,201.69

OUTSTANDING:

USER CHARGES	\$	119,222.76
SERVICE CHARGES		3,918.07
CONNECTION CHARGES		0.00
LATE CHARGES		11,193.35
BACKFLOW		342.54
TOTAL OUTSTANDING	\$	134,676.72