



**TOWNSEND WATER DEPARTMENT**  
540 Main Street West Townsend, Massachusetts 01474

*Nathan Mattila, Chairman*  
Paul L. Rafuse,  
*Water Superintendent*

*Lance Lewand, Vice-Chairman*

*Michael MacEachern, Clerk*  
(978) 597-2212  
Fax (978) 597-5561

**WATER COMMISSIONERS MEETING MINUTES**

August 7, 2017 – 5:30 P.M.

Water Department 540 Main Street, Meeting Room

**I. PRELIMINARIES:**

- 1.1 NM called the meeting to order at 5:34P.M., Townsend Water Department, 540 Main Street.
- 1.2 Roll call vote showed Nathan Mattila (NM), Lance Lewand (LL), and Michael MacEachern (MM) present.  
Guest Present: Eric Ohanian, Tighe & Bond., Lou Soracc, Tighe & Bond, Paul Rafuse and Brenda Boudreau.
- 1.3 NM announced that the meeting is being tape recorded.
- 1.4 Chairman's additions or deletions. None.
- 1.5 Approve Minutes of July 6, 2017, August 7, 2017. **LL made a motion to approve the meeting minutes of July 25, 2017. MM seconded. Unanimous Vote.**
- 1.6 Review correspondence. The Board reviewed the correspondence.

**II. APPOINTMENTS:**

- 2.1 5:45 PM Eric Ohanian, P.E., Structural Project Engineer, Tighe & Bond  
Discuss/Review bridge replacement project at our Main St. pumping station. After a lengthy discussion the Board would like to look into a more economical solution. Tighe & Bond asked if we owned the current bridge. Paul will look into it. We will also be looking into a temporary bridge. The Board asked Paul to meet with conservation to start the preliminary process. Tabled.

**III. MEETING BUSINESS:**

- 3.1 Discuss/Review/Vote to move forward with the hiring of new staff. The Board wants to send a letter to the Town Administrator and Selectman requesting our wishes to move forward with the hiring of new staff.
- 3.2 Discuss on call schedule with respect to the Superintendent's continued participation given the result of the joint meeting between the Board of Selectmen and AFCSME Counsel 93 Re: the Water Department Superintendent. Paul discussed with the Board that he has been working on call without compensation for some time now. The Board did assure Paul that he would be compensated when the decision falls upon the BOWC.
- 3.3 Approve refund for acct# 60976A, 3 Warren Road, \$91.50 RE: Customer overpaid final water bill. **LL motioned to refund account # 6976A, 3 Warren Road, \$91.50. Customer over paid final water bill. MM seconded. Unanimous vote.**

**IV. COMMISSIONERS UPDATES AND REPORT:**

- 4.1 MM asked about the progress of the declaratory judgement and why it was entered into without notice of the full board. Paul explained that Nathan approve to expedite the process because of the email received from the Town Administrator on 7/26/17. LL requested that moving forward a meeting should be scheduled for discussion before a decision is made.

**V. WATER SUPERINTENDENTS UPDATES AND REPORTS:**

- 5.1 Independent status of the Water Department. A letter was released to the public explaining issues.
- 5.2 Begin looking into financing for water main upgrades. Paul reported that there is low interest funding through Massachusetts DEP for water issues such as the reoccurring rust water in West Townsend. Paul reported that there has been no other issues since the heavy flushing.

- 5.3 W-2 service truck body repairs. We are waiting for an adjuster to come from Liberty Mutual Insurance.
- 5.4 Fitchburg Rd. storage tank. Paul reported that the project has been completed on time.
- 5.5 Sanitary Survey progress on corrective actions. Paul presented the completed corrective actions.

**VI. OFFICE UPDATES AND REPORTS:**

- 6.1 Review and Sign Bills Payable Warrants.
- 6.3 Review and sign Schedule of Bills Receivable report.

**VII. ADJOURNMENT:**

**MM motioned to review and sign bills payable warrants and reports out of session. LL seconded. Unanimous vote.**

**MM motioned to adjourn. LL seconded. Unanimous vote.**

**NM Adjourned the meeting at 7:24 P.M.**

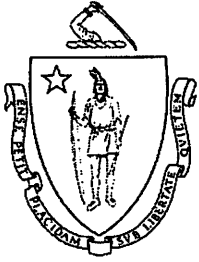
**Respectfully Submitted,**

**Brenda Boudreau**

WATER DEPARTMENT MEETING

DATE August 7, 2017

NAME	ADDRESS	PH/EMAIL
Eric Ohanian Tighe + Bond	1 University Ave. Westwood, MA	(781) 708-9834
Louis Soracco Tighe + Bond	446 Main St Worcester MA, 01608	978 501 4911



THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL  
ONE ASHBURTON PLACE  
BOSTON, MASSACHUSETTS 02108

1.4

MAURA HEALEY  
ATTORNEY GENERAL

(617) 727-2200  
(617) 727-4765 TTY  
[www.mass.gov/ago](http://www.mass.gov/ago)

July 26, 2017

Tammi-Lynn Wayman  
22 Scott Road  
West Townsend, MA 01474

Dear Ms. Wayman:

We understand that on or about July 18, 2017, you filed a complaint with the Townsend Board of Water Commissioners ("Board"), alleging a violation of the Open Meeting Law, G.L. c. 30A, §§ 18-25.

Under the Open Meeting Law, our office can review a complaint only after at least 30 days have passed since that complaint was filed with the public body. G.L. c. 30A, § 23(b); 940 CMR 29.05(6). Accordingly, our office will open an investigation once the complainant files a request for further review, along with a copy of the initial complaint, with the Division of Open Government after at least 30 days have passed. Our office received an email correspondence on July 26, 2017 from the Board indicating that you have withdrawn the complaint.

We now consider this matter closed. Please feel free to contact me if you have any questions or believe anything stated in this letter to be inaccurate.

Sincerely,

A handwritten signature in black ink that reads "KerryAnne Kilcoyne".

KerryAnne Kilcoyne  
Assistant Attorney General  
Division of Open Government

cc: Paul Rafuse, Superintendent, Townsend Water Department  
Townsend Board of Water Commissioners

B.6



Office of the  
**BOARD OF SELECTMEN**  
272 Main Street  
Townsend, Massachusetts 01469

RECEIVED  
JUN 28 2017  
TOWNSEND  
WATER DEPARTMENT


Gordon Clark, *Chairman*  
James. M. Kreidler, Jr.  
*Town Administrator*

Cindy King, *Vice-Chairman*

Sue Lisio, *Clerk*  
Office (978) 597-1701  
Fax (978) 597-1719

DATE: June 19, 2017

TO: Planning Board Board of Health  
Cemetery & Parks Library Trustees  
Recreation Commissioners Town Clerk  
Water Commissioners  
Board of Assessors

FROM:   
James M. Kreidler, Jr. Town Administrator

RE: **PERSONNEL POLICY & PROCEDURE AMENDMENT**  
**ARTICLE 20 VACATION POLICY**

The Board of Selectmen unanimously voted to approve an amendment to the Non-Contractual Personnel Policies & Procedures Manual, Article 20, paragraph 5.

Current Policy-Article 20, paragraph 5

“Vacation time may not be accumulated from year to year. It must be taken annually between July 1<sup>st</sup> and June 30<sup>th</sup>. Unused vacation will be forfeited.”

Proposed Policy-Article 20, paragraph 5

“Vacation time may not be accumulated from year to year. It must be taken annually between July 1<sup>st</sup> and June 30<sup>th</sup>. Unused vacation will be forfeited except under extraordinary circumstances and with the approval of the appointing authority.”

As you are aware any change to the Personnel Policies & Procedures must be approved by all Elected Boards and/or Officials before it becomes part of the official manual. Please review the revised policy and if the change is satisfactory, please sign off and return the form. If you should have any questions, please do not hesitate to contact this office.

Thank you for your consideration in this matter.

c.c. Board of Selectmen


**WE APPROVE THE AMENDMENT TO ARTICLE 20 – VACATION POLICY**

APPROVED BY:

\_\_\_\_\_  
Chairman/Elected Official

\_\_\_\_\_  
Board or Official

\_\_\_\_\_  
Date

Reviewed BY Board N/A  




211

T-0354-04  
June 28, 2017

Paul Rafuse  
Superintendent, Town of Townsend Water Department  
540 Main Street  
West Townsend, MA 01474

Re: **Townsend Water Department Access Bridge Repairs**

Dear Mr. Rafuse,

At the request of the Town of Townsend Water Department, Tighe & Bond has prepared this proposal to provide engineering services required to evaluate and design recommended repairs for the vehicular access bridge serving the Main Street Pumping Station located at 512 Main Street in Townsend, Massachusetts.

## **Project Understanding**

The Water Department's access bridge serves as the only access to the Main Street Pumping Station. The bridge is used daily by Water Department staff and approximately every 3-months by large tanker trucks for chemical deliveries. The bridge superstructure is comprised of steel girders, timber decking and running boards, and steel pipe rails; the substructure consists of concrete abutments and wingwalls.

The Water Department contacted Tighe & Bond and expressed immediate concerns regarding excessive bridge deflections. Tighe & Bond sent an experienced and licensed bridge engineer to evaluate the condition of the bridge and discuss possible repair options with the Town. Please refer to the Field Report dated June 15, 2017, attached. Due to the failed and critical condition of the bridge identified in the report, Tighe & Bond recommended that the bridge be closed to vehicular traffic immediately. We have developed the below scope of services to assist the Town in evaluating repair or replacement options for the bridge and to complete the design, bidding and constructions phase engineering services for the project.

## **Scope of Services**

### **Task 1: Preliminary Condition Assessment (completed)**

Tighe & Bond performed one (1) site visit and evaluated the condition of the existing bridge structure. We met with the Water Department to discuss our initial findings and submitted a brief field report which assessed the condition of the structure.

### **Task 2: Temporary Bridge Coordination and Permitting**

Tighe & Bond will work with local contractors for the installation of a temporary bridge to be located west of the existing bridge. Tighe & Bond assumes that the approved Emergency Waiver for Bidding Requirements will allow the Town to contract directly with a contractor without the need for bid phase services.

Temporary bridge work will likely require the installation of shallow footings, a bridge structure, fence removal, a temporary gravel road, and re-seeding after completion of the project. To coordinate this work, Tighe & Bond will contact local contractors for the availability of a temporary bridge and will assist with preparing a contract between the Town and Contractor. Tighe & Bond has assumed three site visits during installation of the temporary bridge similar to the work identified in Task 7.



Based upon the immediate need to maintain service to the pumping station, Tighe & Bond will work with the Water Department to request an Emergency Certification under the Wetlands Protection Act. We will also work with the Massachusetts Natural Heritage and Endangered Species Program (NHESP) to complete an expedited review under the Massachusetts Endangered Species Act as the project area is mapped for Priority Habitats of Rare Species and Estimated Habitats of Rare Wildlife. It is assumed that no work will be performed within Bordering Vegetated Wetlands or Land Under Water, but will be performed within the 100-foot buffer zone.

Tighe & Bond will provide site civil services to tie in a temporary gravel access driveway from the existing access road to the temporary bridge and onto the treatment plant property. Currently survey and subsurface explorations are not included as part of the temporary bridge work. The contractor shall be responsible for determining elevation changes on site during installation of the bridge.

### **Task 3: Alternatives Analysis**

Tighe & Bond will identify two (2) conceptual alternatives for bridge emergency repairs including conceptual opinions of probable construction cost and an anticipated construction schedule. Alternatives will include the following:

Alternative 1 – Replacement. This will include complete demolition of the existing structure, including concrete abutments, and the installation of a new precast concrete buried structure (open-bottom arch or rigid frame on pedestal footings).

Alternative 2 – Rehabilitation. This will include repairs to the existing concrete abutments and replacement of the superstructure (bearings, steel beams, deck, and bridge rail). Deck replacement alternatives will include concrete (alternative 2a) or timber (alternative 2b).

Tighe & Bond will identify preliminary permitting requirements. Environmental permits will likely be required for the contractor to work within the wetlands (for substructure repairs) and for access across the stream during construction.

Tighe & bond will summarize our findings in an alternatives report. It is assumed that the Town will select a desired alternative by communicating over the telephone and no meetings would be required.

### **Task 4: Wetland Delineation & Environmental Permitting**

Due to the temporary wetland impacts that may occur during construction, Tighe & Bond will have wetland resource areas delineated by a Professional Wetland Scientist. The wetland boundaries will be field-located using a GPS unit with submeter accuracy in order to include these areas on the engineered project drawings. The proposed bridge maintenance will involve work within areas subject to jurisdiction under the Massachusetts Wetlands Protection Act and the Townsend Wetland Bylaw and implementing regulations, and will require an Order of Conditions from the Townsend Conservation Commission.

A Notice of Intent will be required for proposed work within jurisdictional resource areas in accordance with the Massachusetts Wetlands Protection Act. We will prepare an administratively complete Notice of Intent application for submittal to the Townsend Conservation Commission and MassDEP. The Notice of Intent will include a Stormwater Management Report prepared in accordance with the MA Stormwater Management Regulations. We have budgeted for one public hearing with the Town's Conservation Commission, and attendance at a Commission site walk, if required. We will respond to comments generated from MassDEP's review of the Notice of Intent.



A copy of the Notice of Intent will be submitted to NHESP for a streamlined review under MESA.

A Self-Verification Form will also be filed with the United States Army Corps of Engineers for work below Ordinary High water in the unnamed perennial stream. The project appears to qualify under Massachusetts General Permit 1 for the repair, replacement, and maintenance of authorized structures and fills.

In the event that the bridge structure is replaced, an amendment to this contract would be required to include additional permitting may be required with the Army Corps of Engineers. If work is required within Waters of the United States, a Pre-Construction Notification will be required if the work cannot qualify as a Self-Verification. Tighe & Bond will develop an administratively complete PCN application for submittal to the Corps.

### **Task 5: Design and Preparation of Construction Documents**

For the purposes of developing this Scope of Services, Tighe & Bond based our level of effort (fee) on the rehabilitation alternative. If alternative 1 is selected, an amendment to this scope of services may be required and will be discussed with the Town.

It is assumed that the proposed structure will be subject to the same loads as the existing structure, that the existing abutments, once repaired, will be adequate for re-use, the subsurface has adequate allowable bearing capacity for the intended loads, and the existing bridge is adequately sized for hydraulic performance. It is assumed that since the driveway is gated and not for public travel, Chapter 85 Approval through MassDOT will not be required.

Tighe & Bond will perform engineering calculations for a replacement superstructure in accordance with AASHTO LRFD HL-93 loading and incorporate MassDOT standards as appropriate. Tighe & Bond will develop construction Drawings and a Project Manual suitable for bidding purposes. Existing drawings and measurements obtained in Task 1 will be utilized to identify the geometry required for construction drawings. Survey data obtained for wetlands delineation and permitting will also be used. Approximate five drawings will be developed.

Tighe & Bond will have one (1) meeting with the Town after the 90% design submittal. We will incorporate the Water Department's comments into the design and will transmit stamp documents suitable for bidding.

### **Task 6: Bid Phase Services**

Although the Town has received an emergency waiver of bid requirements from the Division of Capitol Asset Management and Maintenance, the project may be required to go to public bid as a temporary bridge may eliminate emergency time constraints. The services listed below may be amended in the event the waiver is still in effect. Tighe & Bond proposes to perform the following services during bid phase:

- Provide advertisement for bids
- Host documents on Tighe & Bond's bidding website
- Attend one (1) pre-bid meeting at site
- Prepare and distribute addenda to bid documents (assume 2 addendum)
- Review bids received and make a recommendation to Town on Contract Award
- Prepare contract documents for signing upon award

- Note that Tighe & Bond's attendance at the bid opening is currently not included

### **Task 7: Construction Administration**

Tighe & Bond will provide construction administration services. These include review of shop drawings (assume 6) and requests for information (RFIs) (assume 2), attendance at a preconstruction meeting, checks for adherence to construction requirements, review of payment applications (assume 3) and change order proposals (assume 1), recommendations for payment, and review of project progress. Tighe & Bond will also perform tasks required to support the closure of the project, including development of a punch list and record drawings.

Our proposal includes periodic on-site observation services during the active construction period. For budgeting purposes, we have included four site visits during the construction period. These services will include construction observation by our engineering staff, and monitoring of environmental permit compliance.

We will monitor construction progress and visually observe that the contractor's work is in general compliance with the contract documents. Such observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work, but rather to allow us to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based upon this general observation, Tighe & Bond will keep the Town informed about the progress of the Work.

Tighe & Bond will not supervise, direct or have control over the Contractor's work nor have any responsibility for the Contractor's safety precautions or programs. Field reports will be prepared summarizing the work completed at the time of our visit. Digital photographs will be taken periodically to document our observations. Full time construction observation of the project is currently not included in this scope of services.

### **Excluded Services**

In an effort to provide you with a reasonable budget for the desired services, we have prepared a detailed scope of services based upon our understanding of your needs. In this same regard, the following section describes those services that were not included in the development of our budgetary estimate. If these services are required, we will modify our proposal accordingly to meet your needs.

- Road Design
- Sampling and testing to determine the presence of Hazardous Materials
- Traffic control and police detail for on-site wetlands mapping or inspection
- Right-of-way acquisition
- Hydrologic or Hydraulic Analysis
- Scour Analysis
- Geotechnical/Subsurface Analysis or Borings
- Existing Abutment Design or Analysis
- Chapter 85 Approval
- Full-time construction observations
- Environmental permitting for full bridge replacement

- Environmental permit close-out
- Final load rating

## Engineering Budget

Tighe & Bond will perform these services for a lump sum fee of \$71,900, 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 below summary provides the anticipated break out of the project. The summary is presented to give a better understanding of the how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

• Task 1: Condition Assessment (completed)	\$1,400
• Task 2: Temporary Bridge Coordination and Permitting	\$10,500
• Task 3: Alternatives Analysis	\$4,500
• Task 4: Permitting	\$12,200
• Task 5: Design and Preparation of Construction Documents	\$24,300
• Task 6: Bid Phase Services	\$4,500
• Task 7: Construction Administration	<u>\$14,500</u>
Total Fee:	\$71,900
Additional Permitting effort per Task 4a (if required):	\$4,100

Craig S. French, P.E., Structural Engineering Manager will be the Project Manager for this effort, and he can be reached at (413) 875-1311, or at [csfrench@tighebond.com](mailto:csfrench@tighebond.com).

Very truly yours,

**TIGHE & BOND, INC.**



Craig S. French, P.E.  
Structural Engineering Manager

**APPROVED**



Elizabeth Baldwin, P.E.  
Vice President

*on behalf of*

Thomas J. Mahanna, P.E.  
Vice President

Enclosures: Terms and Conditions; Field Report dated June 15, 2017; Approved Emergency Waiver of Bid Requirements



**ACCEPTANCE**

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

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

J:\T\T0354 Townsend Water Department\4 - Water Dept Bridge\Proposal\Draft\Water Department Bridge - Scope & Fee.docx





**"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 WITH 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.



## Townsend Water Department Access Bridge Access Bridge Assessment

**TO:** Paul Rafuse, Superintendent Townsend Water Department  
**FROM:** Eric Ohanian, P.E.  
**COPY:** Louis Soracco, P.E.  
**DATE:** June 15, 2017

---

Paul,

Based on deflection concerns you expressed to Louis Soracco on June 14, 2017, I performed a site visit and brief condition assessment of the access bridge to the Water Department's Main Street Pumping Station located at 512 Main Street in Townsend, MA on June 15, 2017. Based on my observations, it is recommended that this bridge be closed to vehicular traffic due to the critical and failed condition of the steel beams.

Please refer to the photos below with descriptions of my findings.

-Eric Ohanian, P.E.



*Photograph 1 – Interior girder failed due to crushing and large slotted hole in web. Note the 3" to 4" separation between the timber blocking and the timber decking. Girder located under wheel path.*





*Photograph 2 - Rotting timber deck with 100% section loss.*



*Photograph 3 - Slotted holes along web of interior girder (B4) and significant sagging. Girder located under wheel path.*





*Photograph 4 - Spalling and delaminated concrete at North Abutment, hole in web of Easterly fascia girder (B1). Debris collected on abutment seat.*





*Photograph 5 - Debris collected on deck, rot in timber curb (note dislodged connection bolt)*





*Photograph 6 - Cracked northwest wingwall, separated from abutment*



*Photograph 7 - Deteriorated concrete at water line of North Abutment*





**TOWNSEND WATER DEPARTMENT**  
540 Main Street West Townsend, Massachusetts 01474

Nathan Mattila, Chairman  
Paul L. Rafuse,  
Water Superintendent


Lance Lewand, Vice Chairman

Michael MacEachern, Clerk  
(978) 597-2212  
Fax (978) 597-5611

June 20, 2017

BY EMAIL TO: emergencywaivers.dcammm@state.ma.us

Carol Gladstone, Commissioner  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15th Floor  
Boston, MA 02108  
Attn: Office of the General Counsel

**Emergency Waiver of the Public bidding laws under MGL c.149 sec.44A (4) & 44J (6) is hereby granted on this 20 day of JUNE, 2017**  
  
**Elizabeth Eromin, Esq**  
**Deputy General Counsel**  
**Emergency Waiver No. 2959**

Re: Request for Emergency Waiver of Bid Requirements  
Town of Townsend Water Department - Bridge Replacement Project

Dear Ms. Gladstone,

The Townsend Water Department (hereinafter referred to as the "Town") hereby requests an emergency waiver from the bidding requirements with respect to the replacement of a 25 foot bridge that provides vehicular and other access to one of the Town's pumping stations (the "Project"). The Town submits the following information in support of the waiver request, as stated in the DCAMM website guidance document:

1. The Town seeks a waiver from *both* the bidding requirements of G.L. c. 30, §39M and the advertising requirements of G.L. c. 149, §44J(6), pursuant to G.L. chapter 149, section 44A(4), with respect to the Project.
2. The entrance to one of the Town's pumping stations includes a bridge that spans 25 feet over a small brook. Upon noticing some deterioration of the top wooden deck and supporting steel I beams, the Town immediately commissioned an inspection be performed by a bridge structural engineer from the engineering firm Tighe & Bond. The engineer's report, which is attached for your reference, determined that there was a significant failure of the condition of the supporting steel beams and that the bridge should be closed to vehicular traffic until replaced. As the sole access to the pump station, closing the bridge to vehicles prevents the delivery of necessary water treatment chemicals, and other necessary activity at the facility, routine or otherwise, including but, not limited to: Access to the station by contractors if immediate repairs to pumping equipment are needed; and access to the garage where repair fittings are stored for emergency repairs to the distribution system. For these reasons, closure of the bridge is an immediate threat to the health and safety of the Town and its citizens.
3. The Water Department became aware of the seriousness of the situation when personnel observed some sagging of the main deck timbers when one of our service trucks drove over the

bridge while leaving the pump station on June 14, 2017. The Superintendent immediately contacted the Water Departments engineering firm of Tighe & Bond to request an inspection of the bridge. The following day on June 15, 2017, a structural engineer from Tighe & Bond came out to the site and performed an inspection of the bridge. As shown in the attached report provided to the Water Superintendent, the engineer found that the bridge must be immediately closed to vehicular traffic due to failure of the steel support system.

4. As stated in the engineering report, public health and safety requires a complete replacement of the bridge. The engineer's inspection determined that the structural condition of the bridge is such that a temporary repair to alleviate health and safety is not possible.
5. The current status of the bridge is disrupting the Town from accessing the pumping station and performing ordinary operations necessary for health and safety. The Town has other sources for redundancy, however, during this time of year when water demand is high, coupled with the fact we also have one of our two storage tanks out of service for a total rehabilitation project at this time, it is critical to public health and safety that this station be available for domestic use as well as fire protection. The standard bidding process will delay the necessary bridge replacement, and compromise the operation of the pumping station and needed water supply to our customers.
6. As stated above, a bid solicitation process will disallow the Town's access to the pumping station for necessary chemical treatment deliveries scheduled in the short term, thereby forcing the Town to take the station off line to preserve health and safety during the high demand time of year, which is not something the Town has the alternative sources to do.
7. The estimated cost of the work is between \$100,000 - \$200,000.
8. The Town understands that the provisions of the Prevailing Wage Law and statutory bonding requirements will apply to this work.

Given that the bridge is closed at this time per the engineer's safety inspection, and the Town must immediately replace the damaged bridge in order to meet the demand of sufficient, and properly treated water to the Town in high season, this Project is an emergency. Therefore, the Town requests that the waiver be granted.

If you have any questions please feel free to call or email me.

Thank you for your assistance.

Sincerely,



Paul Rafuse

Superintendent

Townsend Water Department



2.1

Paul Rafuse

**From:** Paul Rafuse <prafuse@townsend.ma.us>  
**Sent:** Friday, August 04, 2017 8:43 AM  
**To:** Nathan Mattila  
**Cc:** Brenda Boudreau  
**Subject:** FW: Bridge Replacement-Townsend-Main St. Station

Good Morning,

Eric Ohanian will be in attendance to talk about the bridge replacement at the Main St. station in further detail but, here are answers to some of your questions from the last meeting.

Thanks

---

**From:** Eric Ohanian [mailto:EOhanian@tighebond.com]  
**Sent:** Thursday, August 03, 2017 5:19 PM  
**To:** Paul Rafuse <prafuse@townsend.ma.us>  
**Cc:** Thomas J. Mahanna <TJMahanna@tighebond.com>; Louis A. Soracco <LASoracco@tighebond.com>; Craig S. French <CSFrench@tighebond.com>  
**Subject:** RE: Bridge Replacement-Townsend-Main St. Station

Paul,

Yes, I will plan on attending the meeting. To answer some of your questions:

Performing a scour analysis means examining the potential for high-flowing water to erode the streambed material. A scour analysis is typically required for bridge projects because fast flowing water can erode the soils below the abutments and could lead to collapse, so the footings should be placed below the potential scour zone. Since the footings will need to be set 4' below streambed anyways for frost protection, and the site has very low flows, it is extremely unlikely that scour will control the required footing depth for this particular site. We would likely place riprap to be safe.

MGL Chapter 85 requires MassDOT to review bridge plans prior to construction for public roads with public access. Since the access road is gated and closed to the general public, Chapter 85 review will not be required. I confirmed this by discussing the project with MassDOT's District 3 Bridge Engineer, but he did request record drawings after the project is completed. Historically, this review can take several months or longer.

If you put a steel plate over the existing decking, you are right that it would help distribute truck loads to the decking, so I can see where you are coming from. However, I am more concerned about the condition of the steel beams and the potential of them squashing than I am about the decking. Even with a plate, the stringers would still be exposed to truck loading. Also, a plate will add to the overall dead weight of the deck. I will discuss this with some other folks around the office to see what they think.

Please let me know if you have any more questions before Monday's meeting.

Sincerely,  
Eric

**Eric Ohanian, P.E.** | Structural Project Engineer  
**Tighe & Bond** | One University Avenue, Suite 104 | Westwood, MA 02090 | 781.708.9834  
[www.tighebond.com](http://www.tighebond.com) | Follow us on: [Twitter](#) [Facebook](#) [LinkedIn](#)

**Tighe&Bond**

---

**From:** Paul Rafuse [mailto:[prafuse@townsend.ma.us](mailto:prafuse@townsend.ma.us)]  
**Sent:** Thursday, August 03, 2017 2:34 PM  
**To:** Eric Ohanian <[EOhanian@tighebond.com](mailto:EOhanian@tighebond.com)>  
**Subject:** Bridge Replacement-Townsend-Main St. Station

Eric,

Would you be available to attend our Board of Water Commissioners meeting on Monday August 7, 2017 at 5:30 PM at our office located at 540 Main St. West Townsend, MA to discuss the bridge replacement project? At the board's last meeting the board reviewed your proposal and add a couple of questions for you if you could elaborate on please. The first one is under "Excluded Services". What is a "Scour Analysis" and what is "chapter 85 approval"? Also, is there a metal plate that could be utilized as an alternative to the temporary bridge for the time being at least to get a delivery or two of treatment chemical?

If you could get back to me at your earliest convenience I'd appreciate it.

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](mailto:prafuse@townsend.ma.us)

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

3.3

Name: Elbert Duffey Account # 60976A

Address: 3 Warren Rd

Phone # \_\_\_\_\_ Email Address \_\_\_\_\_

Billing date 7/24/17

AMOUNT: 91.50 Refund  
ABATEMENT [  ] ADJUSTMENT [  ] (check one)

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

Reasons: (please attached supporting documentation if applicable)

Overpaid final Bill user 061-000-4210 -

APPROVED [  ] DENIED [  ] (check one)

DATE: 8-7-17

TOWNSEND BOARD OF WATER COMMISSIONERS

[Signature]

[Signature]

WATER SUPERINTENDENT

144797.46  
144980.49



Townsend Water Department

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

7/24/2017

**CUSTOMER HISTORY 03/12/2007 to 07/24/2017**

Acct: 60976A DUFFY ELBERT J. Home:(978) 597-5402  
 3 WARREN ROAD TOWNSEND MA 01469 Current Balance: -\$91.50 INACTIVE  
 Loc ID: 60976A-609 @ 3 WARREN ROAD TOWNSEND  
 Rte: 99 Seq.# 4665 Dep:\$0.00

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
7/13/2016	W01	LOCKBOX For \$109.50					72.00	37.50
7/13/2016	WR	LOCKBOX For \$109.50					37.50	0.00
10/1/2016	W01	Read on 09/06/2016 (X100) RemMR	1,740	1,824	84	252.00		252.00
10/1/2016	WR	Unit Charge				37.50		289.50
10/24/2016	WR	LOCKBOX For \$289.50					37.50	252.00
10/24/2016	W01	LOCKBOX For \$289.50					252.00	0.00
1/1/2017	W01	Read on 12/07/2016 (X100) RemMR	1,824	1,842	18	54.00		54.00
1/1/2017	WR	Unit Charge				37.50		91.50
1/10/2017	WR	LOCKBOX For \$91.50					37.50	54.00
1/10/2017	W01	LOCKBOX For \$91.50					54.00	0.00
4/1/2017	W01	Read on 03/02/2017 (X100) RemMR	1,842	1,850	8	24.00		24.00
4/1/2017	WR	Unit Charge				37.50		61.50
4/10/2017	W01	LOCKBOX For \$61.50					24.00	37.50
4/10/2017	WR	LOCKBOX For \$61.50					37.50	0.00
7/1/2017	W01	Read on 06/12/2017 (X100) RemMR	1,850	1,868	18	54.00		54.00
7/1/2017	WR	Unit Charge				37.50		91.50
7/6/2017	W01	LOCKBOX For \$91.50					54.00	37.50
7/6/2017	WR	LOCKBOX For \$91.50					37.50	0.00
7/7/2017	W01	Read on 07/07/2017 (X100) KeyedIn	1,868	1,875	7	21.00		21.00
7/7/2017	SERV	SERVICE CHARGES Final Reading Charge Added as Other Single Charge				25.00		46.00
7/24/2017	W01	Uni-Bank Deposit For \$137.50					112.50	-66.50
7/24/2017	SERV	Uni-Bank Deposit For \$137.50					25.00	-91.50

*Refund*

*August 2017.*

**From:** James Kreidler <jkreidler@townsend.ma.us>  
**Sent:** Wednesday, July 26, 2017 4:13 PM  
**To:** 'Nathan Mattila'; Cindy King; Gordy Clark; James M. Kreidler; Kelly Merrill; Sue Lizio  
**Cc:** 'Paul Rafuse'; James M. Kreidler  
**Subject:** Vote of the Board of Selectmen  
**Categories:** Records Request Provided, Red Category

Dear Chairman Mattila,

I am writing this email upon the advice of town counsel and per the direction and unanimous vote of the Townsend Board of Selectmen at the meeting of July 25, 2017.

Notwithstanding prior suggestions by Mr. Rafuse and others to the contrary, the position of Water Superintendent is a town of Townsend position that is certified and recognized by the Department of Labor Relations (DLR) as a union position covered by the collective bargaining agreement that was fairly and collectively bargained between the Town and AFSCME Council 93.

Attorney David LaChappelle of AFSCME Council 93 was also in attendance last evening at the Board meeting. He emphatically stated that the position is a union position and further stated that continued efforts by anyone (Mr. Rafuse, the BOWC, etc.) to undermine the agreement would be grounds for the filing of an Unfair Labor Practice with DLR.

All terms and conditions of the collective bargaining agreement between AFSCME Council 93- Supervisory Union and the Town of Townsend as relate to the position of Water Superintendent are to be strictly enforced with an effective date of the approval and execution of the agreement on March 21, 2017.

Please advise Mr. Rafuse, the Water Superintendent, that any deviation on his part from the express terms of the contract that was collectively bargained (including by him as a bargaining team member) will be actionable. Two items that he has been failing to adhere to come to mind specifically (although there may be others I am unaware of) and they are:

- 1) Automobile- Mr. Rafuse is well aware of the fact that he is not allowed use of a town owned vehicle as he instead negotiated to receive a \$500.00 per month auto allowance as is codified in the contract. In as much as Mr. Rafuse has not received the auto allowance since he began to take use of the town owned vehicle, the matter can be resolved by Mr. Rafuse's discontinuance of the use of the vehicle.
- 2) Stand-by pay- Mr. Rafuse is well aware of the fact that he is not to be compensated above his base salary for water department work whether performed in the day, evening or weekend. Mr. Rafuse has submitted for stand by pay for which he is not entitled, and by agreement between he and I, the checks have not been dispersed to him. Therefore, while he has submitted timesheets with benefits that he is not entitled to receive, he has not received the actual compensation, so this matter too can be resolved by the voiding of those checks for compensation that he was not entitled to receive and his discontinuance of such payroll submittals. NOTE: This is in no way intended to suggest that Mr. Rafuse cannot or should not perform water department work on days, nights or weekends, but rather it is intended to reflect the fact that such work is described in his position description and was contemplated when his compensation was set as a salaried town employee.

To be clear, If Mr. Rafuse submits a time sheet seeking compensation that he is not lawfully entitled to receive, appropriate action will need to be taken.

Similarly, if Mr. Rafuse operates a town owned vehicle, or even more egregiously takes such a vehicle after hours and out of state to his home, that matter too will be addressed.

Knowingly seeking, receiving or converting town resources for personal use and benefit is a very serious matter and please let this writing confirm the fact that if such action occurs that it will be dealt with appropriately and swiftly. Not only would such acts be violations of the contract under MGL C. 150E, but they may also rise to the level of violations of MGL C.268A and further trigger the town fraud policy.

Please consider this as the fair notice that it is intended to be.

Sincerely,

Jim

James M. Kreidler  
Town Administrator  
Town of Townsend  
272 Main Street  
Townsend, MA 01469  
(978) 597-1700  
[jkreidler@townsend.ma.us](mailto:jkreidler@townsend.ma.us)

If this email is received by a multi-member public board, commission or committee please take care to never "respond to all" as you may inadvertently create a violation of the open meeting law.

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message. In Massachusetts, the term "public record" is broadly defined to include all documentary materials or data created or received by any officer or employee of any governmental unit, regardless of physical form or characteristics unless it falls under one of the statutory exemptions to the Public Records Law MGL Chapter 4, Section 7(26). Consequently, email is subject to the disclosure, retention and maintenance provisions as required by law. MGL Chapter 66



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**SUMMARY OF FINDINGS**  
**NOTICE OF NONCOMPLIANCE ENF# 00002447**

**TABLE A – VIOLATIONS**

Please note that this document is also a Notice of Noncompliance (NON) pursuant to M.G.L. c.21A, §16 and 310 C.M.R. 5.00. Within 30 days of receipt of the NON and Summary of Sanitary Survey, you must fill-in the corrected date(s) and submit this form to MassDEP and the attached WATER SUPPLIER RESPONSE AND CERTIFICATION FORM, including all applicable attachments.

	Citation	TABLE A - CORRECTIVE ACTION	GWR Significant Deficiency†	Action Due Date*	Completion Date**
1.	310 CMR 22.22(2), 22.22(3), & 22.22(9)	Implement TWD's Cross-Connection Control Program (CCCP) and cross-connection policies as described in Section 19, <i>Cross Connection Control Program Rules &amp; Regulations</i> , of the Townsend Water Department Rules, Regulations and Rates to ensure that 18 Highland Street (Evan's on the Common) is surveyed for cross-connections. Submit documentation to MassDEP that the facility was surveyed and properly protected or that other appropriate measures were taken in accordance with TWD's CCCP. (XC-5)	N	30 SEP 2017	See Attached
2.	310 CMR 22.22(3)(d)	Develop a master cross-connection control device list that includes the facility name and address; facility type; degree of hazard; device type; make, model number, and size; and testing/repair history for all cross connection control devices within the PWS. Submit certification to MassDEP that TWD has developed its own master cross-connection control device list. (XC-10)	N	30 SEP 2017	See Attached
3.	310 CMR 22.22(2), 22.22(3)(h), & 22.22(13)(e)	Implement TWD's CCCP and cross-connection policies as described in Section 19, <i>Cross Connection Control Program Rules &amp; Regulations</i> , of the Townsend Water Department Rules, Regulations and Rates to ensure that all RPBPs, DCVAs, and PVBs that failed in 2016 are repaired and retested. Submit certification to MassDEP that all devices were repaired and retested or that other appropriate measures were taken in accordance with TWD's CCCP. (XC-11)	N	30 SEP 2017	See Attached
4.	310 CMR 22.22(3)(f)	Establish and maintain a cross connection education component for residential users that is distributed annually, e.g., through the annual Consumer Confidence Report (CCR). Submit a copy to MassDEP. (XC-14)	N	30 JUN 2017	See Attached
5.	310 CMR 22.04(14) & Guidelines Chapter 6	Develop a written alarm and interlock testing program and submit to MassDEP. (Attachment 1)	N	30 SEP 2017	See Attached

Completed will be submitting to DEP

request for extension was granted on 7/14

**TABLE B – DEFICIENCIES\*\*\***

MassDEP has made note of several items that do not reflect good water system practice; and, if left unresolved, could lead to problems that are more serious and may be elevated to violations in subsequent surveys. Due to the item's importance an action due date has been established.

	Citation	TABLE B - CORRECTIVE ACTION .	GWR Significant Deficiency	Action Due Date*	Completion Date**
1.	310 CMR 22.04(13) & Guidelines Chapter 12	Update the Emergency Response Plan (ERP) in accordance with 310 CMR 22.04(13) and Chapter 12 of the <i>Guidelines for Public Water Systems</i> . Submit a revised ERP checklist to MassDEP. (R-4)	N	30 SEP 2017	See Attached
2.	310 CMR 22.21(2)(a)8	Determine the discharge location and Underground Injection Control permit status for all PWS pump station floor drains. (S-4, S-5, and B-12)	N	30 SEP 2017	See Attached
3.	310 CMR 22.04(14) & Guidelines Chapter 6	Submit to MassDEP a schedule for installing/programming the required interlocks such that all chemical feed pumps are electrically locked out (de-energized) when the well pump is off, no flow is detected by the flow meter/flow switch, or the pH analyzer is in alarm. (T-10)	N	30 SEP 2017	See Attached
4.	310 CMR 22.04(7) & Guidelines Chapter 8	Begin documenting monthly tank inspections on the <i>PWS Monthly Storage Tank Inspection Log</i> . (AT-6)	N	30 SEP 2017	See Attached
5.	310 CMR 22.04(7) & Guidelines Chapter 8	Complete the remaining recommendations from the 2012 Highland Street Tank inspection report (i.e., blast/recoat the internal steel components of the overflow pipe), and have the tank cleaned and re-inspected. Submit the 2017 inspection report to MassDEP with a timeline for implementing any identified recommendations. (AT-7)	N	30 NOV 2017	See Attached
6.	310 CMR 22.04(7) & Guidelines Chapter 8	Complete the remaining recommendations from the 2014 Fitchburg Road Tank inspection report (i.e., seal the roof-shell joint), and have the tank cleaned and re-inspected. Also ensure that the new overflow is appropriately screened and discharges downward between 12 and 24 inches above grade. Submit the 2017 inspection report to MassDEP with a timeline for implementing any identified recommendations. (AT-7)	N	30 NOV 2017	See Attached
7.	310 CMR 22.19(6)	Submit to MassDEP a revised distribution map that reflects water main extensions and changes to RS 009, UR 9a, and DR 9b. In addition to coliform sampling locations, the plan must include all sources, pump stations, storage tanks, water lines (color-coded by size/material), pressure zones, and hydrants/valves. (D-3 & TC-6)	N	30 NOV 2017	See Attached
8.	310 CMR 22.19(1)	Submit a corrective action plan to MassDEP that addresses the potential for low/negative pressures in the West Elm/Jonathan Lane loop when the Main Street Pump Station is offline. (D-6)	N	30 SEP 2017	See Attached

Completed. Will Submit to the DEP

Completed

Completed

Have spoken to our engineers and are working to add the reg. information.

	Citation	TABLE B - CORRECTIVE ACTION	GWR Significant Deficiency	Action Due Date*	Completion Date**
9.	310 CMR 22.04(7) & Guidelines Chapter 9	Begin implementing TWD's 2005 unidirectional flushing program, which provides for annual system-wide flushing. Submit certification to MassDEP that TWD is flushing the entire distribution system and exercising all gate valves each year. (D-8 & D-12);	N	31 DEC 2017	See Attached
10.	310 CMR 22.04(7) & Guidelines Chapter 9	Develop and implement a hydrant maintenance program in accordance with ANSI/AWWA G200-09. Submit certification to MassDEP that a program was developed and is being implemented. (D-16)	N	31 DEC 2017	See Attached
11.	310 CMR 22.22(3)	Submit to MassDEP a Request for Public Water System Authorization to Delegate, Sub-delegate, Contract, or Sub-contract Cross Connection Surveyors Responsibilities. (XC-4)	N	30 SEP 2017	See Attached
12.	310 CMR 22.16A(22)	Begin reporting sodium concentrations in the unregulated contaminants table of the annual CCR. (WQ-3)	N	30 JUN 2017	See Attached

Completed and submitted to the DEP  
Request for extension was granted on 7/

\* If the time required to complete the action is greater than 3 months, submit quarterly progress reports and anticipated completion date.

\*\* If projected completion dates are included in the table, documentation must be submitted to the Department upon completion of all corrective actions.

\*\*\* MassDEP reserves the right to exercise its Order authority under M.G.L. Chapter 111, Section 160, or to take other appropriate action as permitted by law, in order to prevent the pollution and to secure the sanitary protection of the water supply and to ensure the delivery of a fit and pure water supply to all consumers, including without limitation if sufficient progress to meeting a recommended deadline is not achieved.

### TABLE C - RECOMMENDATIONS

MassDEP has included a list of recommendations you are encouraged to evaluate and follow in order to improve your system's ability to provide safe and pure drinking water. Failure to act on these recommendations may be elevated to deficiencies in subsequent surveys.

	Citation/Reference (if applicable)	TABLE C - RECOMMENDATIONS
1.	310 CMR 22.04(7) & Guidelines Chapter 7	MassDEP recommends that the Water Supplier install a hard wired back-up generator at the TWD main office (540 Main Street) where the principal SCADA equipment is located. MassDEP also recommends that hard-wired back-up generators or prepared electrical connections be installed at the Main Street Pump Station and the Cross Street Pump Station. (OM-7, OM-9)
2.		MassDEP recommends that the Water Supplier install carbon monoxide detectors in all pump houses that have an indoor emergency generator, auxiliary pump, or auxiliary pump motor. (OM-7)
3.	310 CMR 22.04(7) & Guidelines Chapter 7	MassDEP recommends that the Water Supplier test all back-up generators and auxiliary pumps/motors under load at least twice per year. (OM-8)
4.	310 CMR 22.04(7) & Guidelines Chapter 11	MassDEP recommends that the Water Supplier create an electronic system for logging customer complaints that captures the date, name, address, and nature of the complaint to readily identify trends and common issues. (R-8)





**TOWNSEND WATER DEPARTMENT**  
540 Main Street West Townsend, Massachusetts 01474

*Nathan Mattila, Chairman*  
*Paul L. Rafuse,*  
*Water Superintendent*

*Lance Lewand, Vice Chairman*

*Michael MacEachern, Clerk*  
(978) 597-2212  
Fax (978) 597-5611

July 12, 2017

MassDEP  
BWR Drinking Water Program  
8 New Bond Street  
Worcester, MA 01606  
Attention: Emily Babbitt de Nicasio

Re: Sanitary Survey Water Supplier Response And Certification Form For Corrective Action

Dear Mrs. Babbitt de Nicasio,

The following is a list of corrective actions that we have taken or plan to take that correspond to Table A-Violations and Table B-Deficiencies of the Townsend Water Departments Sanitary Survey Report dated June 9, 2017.

**Table A - VIOLATIONS -**

1. We have contacted our Cross Connection Surveyor/Device testing contractor and the Water Department plans to have the property surveyed with a recommendation for the proper backflow device submitted by the action due date. However, due to the size of the fire sprinkler system and the need for possible retrofitting and, the availability of the backflow device the actual installation of the device may not be completed by the due date.
2. The Water Department is in the process of transferring the data provided by our contractor to create a master cross connection control device list with all the fields required in an excel spreadsheet format so, information can be more readily available electronically as well. Will be completed by the action due date.
3. The main responsibility to get failed backflow devices repaired and retested falls upon the customer within the required time frame. We realize that the ultimate responsibility to follow up to assure failed devices have been repaired and retested falls upon the Water Department. However, limited resources in man power have made it difficult to follow up on the repair and retesting on unpredicted number of failed devices. Additional help that was budgeted for and approved at Town Meeting for three years was not allowed by the Board of Selectmen and Town Administrator. We intend to make the necessary organizational changes that will allow us to acquire additional help to assist in resolving this issue and in addition we intend to be more aggressive in enforcing the timeline for repairs and retests. Due to our normal backflow device testing schedule the next round of testing doesn't occur until August or September. Therefore, to assure all failed devices are repaired and retested within the regulated timeline we cannot assure this corrective action can be attained by the action due date. Therefore, we request an extension of the action due date to December 31, 2017.

4. We have included educational information on Cross-Connections in our annual Consumer Confidence Report (CCR) (Water Quality Report (WQR)) as required since 2013. We did not however, include it in our 2015 CCR because we replaced it with water conservation/restriction information. Effective immediately cross-connection educational information will be included in our annual CCR. *Completed June 30, 2017*
5. Each station is equipped with an alarm checklist that is acknowledged by the operator/s when alarms and critical alarms are checked and tested through our Supervisory Control and Data Acquisition (SCADA) system. Standard Operating Procedures (SOP's) are being updated and a SOP will be created for testing alarms and interlocks by the action due date.

**Table B - DEFICIENCIES -**

1. Updates to our Emergency Response Plan (ERP) will be completed by the action due date.
2. Superintendent spoke with Joe Cerutti at MassDEP Boston on 7/5/2017 re: Underground Injection Control (UIC) permitting and forms are being emailed and upon receiving will be filled out and submitted. Mr. Cerutti indicated that due to the back log of new UIC applications, review and approval may not be by the action due date.
3. The Water Department's electrician has been notified and the interlocks have been installed. *Completed July 12, 2017*
4. We will begin documenting monthly Tank inspections using the DEP forms. *Completed as of August 1, 2017*
5. The Water Department will schedule a cleaning and inspection of the Highland St. tank by the action due date and will consult with concrete tank specialist regarding the blasting of internal steel components of the overflow pipe. The sand blasting of the internal steel components of the overflow pipe will be costly to drain the tank and cause an interruption in operation by having the tank offline. For this reason we cannot assure this part of this deficiency will be completed by the action due date.
6. The remaining improvements will be completed on the Fitchburg Rd. tank before the end of July 2017. The Water Department awarded a contract to Atlas Painting and Sheeting to perform a total rehabilitation of the Fitchburg Rd. storage tank. Work began on May 22, 2017 and as of July 12, 2017 the work is completed. The inside of the tank just needs to be sprayed with chlorine and filled then tested. Therefore please consider this deficiency *completed as of July 21, 2017.*
7. The Water Department has changed Engineering firms and as such has an updated distribution map. In addition the Water Department is currently looking into through a partial grant updating our distribution maps and incorporating GIS layering to show mains, gates, service ties, pump stations, hydrants, storage tanks, sampling locations etc.. The Water Department will submit an updated distribution map with all the information required by the *November 30, 2017* action due date.
8. The Townsend Water Department will work with our consultants to develop an action plan to address the potential for low/negative pressures in the West Elm/Jonathan Ln. loop in the event the Main St. Station in West Townsend is offline. The Water Department is currently planning to replace the existing outdated natural gas backup pump with a new generator in the event of a power outage, the Main St. station can still be utilized to maintain adequate pressure in this area. If this satisfies the DEP as our action plan please consider this deficiency

*completed as of 7/11/2017.* To implement the corrective action would be a capital expense For this reason we cannot assure a corrective action would be completed by the September 30, 2017 action due date.

9. The Townsend Water Department has been and is currently implementing it's uni-directional flushing program. Lack of adequate staffing due to the Town's Board of Selectmen not allowing us to hire additional personnel despite having the funding and getting approval at Town meeting for three consecutive years, has prevented us from flushing the entire system annually and exercising all gates. Upon hiring an additional operator then, training and being over half way through the year we cannot assure that the Water Department will be able to flush the entire distribution system in accordance with our Uni-directional flushing plan in order to meet the action due date for this deficiency.
10. The Townsend Water Department has a hydrant maintenance plan to check for leaks, does the hydrant drain, check gaskets, etc.. Lack of adequate staffing due to the Town's Board of Selectmen not allowing us to hire additional personnel despite having the funding and getting approval at Town meeting for three consecutive years, has prevented us from properly checking ALL hydrants annually and, exercising all gates. Upon hiring an additional operator then, training and being over half way through the year we cannot assure that the Water Department will be able to check ALL hydrants within the distribution system in accordance with our hydrant maintenance program in order to meet the action due date for this deficiency.
11. The Request For Public Water System Authorization to Delegate, Sub-delegate, Contract, or Sub-contract Cross Connection Surveyor's Responsibilities is enclosed. *Completion Date: 7/11/2017*
12. The Townsend Water Department will begin reporting sodium concentrations in the unregulated contaminants table beginning with it's 2017 CCR. *Completion Date: 6/30/2018*

Sincerely,



Paul Rafuse, Superintendent  
Townsend Water Department





6.3

# TOWNSEND WATER DEPARTMENT

540 Main Street West Townsend, Massachusetts 01474

Nathan Mattila, Chairman  
Paul L. Rafuse,  
Water Superintendent

Lance Lewand, Vice Chairman

Michael MacEachern, Clerk  
(978) 597-2212  
Fax (978) 597-5611

NO. 18-1

6/30/2017

## SCHEDULE OF BILLS RECEIVABLE

To the Accountant:  
Treasurer:

The following bills, amounting in the aggregate to

TWO HUNDRED FORTY-NINE THOUSAND TWENTY-TWO AND 00/100\*\*\*\*\* 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>TOTAL</u>
07/31/17	242,727.00	6,295.00	-	-	249,022.00

### BOARD OF WATER COMMISSIONERS

Nathan Mattila, Chairman

Lance Lewand, Vice-Chairman

Michael MacEachern, Clerk