



1.5

TOWNSEND WATER DEPARTMENT
540 Main Street West Townsend, Massachusetts 01474

Nathan Mattila, Chairman
(978) 597-2212

Todd Melanson, Vice-Chairman

Michael MacEachern, Clerk
Email: water@townsend.ma.us

WATER COMMISSIONERS MEETING MINUTES

June 22, 2020 – 6:00 P.M.

Water Department 540 Main Street, Meeting Room

NOTE REGARDING ACCESS AND PARTICIPATION

Governor Baker declared a State of Emergency to respond to COVID-19 on March 10, 2020 and ordered a suspension of certain provisions of the Open Meeting Law M.G.L. c. 30A, s 20 on March 12, 2020. The Board of Selectmen closed the town offices, including boards and committee meetings consistent with the Governor's March 12th order, to public access to promote social distancing and reduce the spread of COVID-19. The Board of Water Commissioner's meetings will not be open to the public for physical attendance until further notice. The meeting will be available on Zoom. **Join Zoom Meeting**

<https://us02web.zoom.us/j/84101415072>

Meeting ID: 841 0141 5072 log in Monday, June 22, 2020 at 6:00 P.M. to participate.

I. PRELIMINARIES:

1.1 NM called the meeting to order at 6:00 P.M., 540 Main Street and by Zoom.

1.2 Roll call **showed** Members Present: Nathan Mattila (NM)-Chairman, Tod Melanson (TM)-Vice-Chair and Michael MacEachern (MM) - Clerk. Roll Call Citizens Rebecca McEnroe (RM), Ryan Lapierre, Forman and Steve Berrigan, 520 Main Street.

1.5 Chairman's additions or deletions. NM reported that the meeting was being audio recorded. RM brought forward the finalist for the Water Superintendents position, Ken Goode. RM stated that after interviewing with the search committee they all felt he had all the qualifications they had been looking for such as budgeting, Capital Planning and reporting etc. Ken also had ten years of Superintendents experience that will help with directing a young staff. **MM moved to recommend Ken Goode for the position of Water Superintendent and to move forward their recommendation to the Board of Selectmen for final approval. MM added a motion to offer the candidate \$100,000.00 annual salary. NM seconded. Unanimous vote.**

NM asked Ryan if the SOP were completed. RM is reviewing them

NM asked if service maps were completed during lockdown and how many? The water techs were working on them and completed 75% of them before they return to their daily work schedule.

NM asked requested that no water department logos be changed unless approved by the BOWC.

NM confirmed the request that no OT/Comp time be taken without authorization, unless an emergency.

TM asked about fluctuating water pressure on West Meadow Road to which Ryan replied it was due to the well heads taking in air. After a brief discussion Rebecca told the board that she asked Ryan to write down all of the SCADA issues and have the SCADA tech come in and fix it all at once.

TM asked where the water department was with the ongoing drought conditions and to keep the Board informed on any updates.

1.6 Approve meeting minutes of May18, 2020. **MM motioned to accept the meeting minutes of May 18, 2020. TM seconded. Unanimous vote.**

1.7 Review correspondence. None.

II. APPOINTMENTS-VOTES MAY BE TAKEN

2.1 Discuss update on driveway repair at 520 Main Street. It was reported that New England sealcoating will be performing the infrared patching and sealcoating for \$3,500.00. **MM moved to pay Shepcos \$217,434.00 which includes the \$3,500.00 hold back for the repair work at 520 Main Street. TM seconded. Unanimous vote.**

1.5

III. **MEETING BUSINESS-VOTES MAY BE TAKEN:**

3.1 Discuss the Public Rate Increase Meeting scheduled on June 25, 2020 and review Rate payer questions. NM read a question aloud from Sue Lisio that asked the Board why we are raising our water rates when the Water Department Retained Earning in excess of \$800,000 dollars. The Board discussed that a cash balance is needed yearly to maintain the department. Also all projects on our Capital Plan yield out at almost one million dollars per year for the next five years. The excess funds also help with borrowing for projects. We try to pay some of our projects out of our receipts and have not had a rate increase in the past ten years. These are some of the reasons as to why we need the increase our rates.

IV. **COMMISSIONERS UPDATES AND REPORTS-VOTES MAY BE TAKEN:**

- 3.2 Update on meeting with TA to discuss issues with the current union contract. MM reported to the Board that any issues they have with contract negotiations would have to be discussed with the TA and the BOWC or the Superintendent. MM requested from Ryan and Rebecca that there will be no overtime/comp time without approval from the Board or Superintendent.
- 3.3 Update on scheduling a meeting to discuss Cross Charge agreement. Tabled.
- 3.4 Update on contract approval process. Tabled
- 3.5 Review the attached article previously voted at the June 1, 2020 BOWC meeting, submitted June 11, 2020. The Board reviewed the article.
- 3.6 Void 2" application for water service to Brett King, 27 Scales Lane and re-issue 1" service. Appl#2020-03, Account # 60389. MM moved to void a previously approved 2" service at 27 Scales Lane, Acct #60389 and reissue a 1" service. NM seconded. Unanimous vote.

V. **INTERIM SUPERINTENDENTS/FOREMANS UPDATES AND REPORTS-VOTES MAY BE TAKEN:**

- 5.1 Update on Master Plan. RM is reviewing the Master Plan Draft and will have comments ready at the next meeting. The Board requested that she send them a copy of the draft plan to review.
- 5.2 Update on Main St. pump station/ water main. Rebecca informed the Board that Shepco will be addressing the landscaping in the fall. It is too hot out now to successfully grow a lawn at this time. We will need to inform the customers.
- 5.3 Update on Meadow Road. Ryan reported that the project on Meadow Road has been paved and they had repaired the issue with the homeowner's driveway. CHB is scheduled to loom and seed beginning next week.
- 5.4 Update on Lock Brook Run extension (top of West Meadow Road). Rebecca will review flow testing procedure with Ryan and will perform a second flow test for the proposed condo on West Meadow Road.

VI. **OFFICE ADMINISTRATOR'S UPDATES AND REPORTS-VOTES MAY BE TAKEN:**

- 7.1 Schedule next BOWC meeting. The Board scheduled the next meeting for July 13, 2020.
- 7.2 Discuss 62 Accounts with outstanding balances over \$500.00. Tabled until next meeting.
- 7.3 Discuss the purchase of a new copier machine. Get some quotes for a new copy machine.
- 7.4 Discuss the remaining 5 touchpad accounts. Tabled until next meeting.
- 7.5 The Board reviewed and signed Bills Payable Warrants.
- 7.6 The Board reviewed and signed June's Schedule of Bills Receivable report.
- 7.7 The Board reviewed Accounts Receivable Report.
- 7.8 The Board reviewed year to date expenditures.

ADJOURNMENT:

NM moved to review and sign warrants and reports out of session. TM seconded. Unanimous vote.

NM adjourned the June 22, 2020 Board of Water Commissioner's meeting at 7:54 P.M.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brenda Boudreau", followed by a long horizontal flourish line.

Brenda Boudreau, Office Administrator
Townsend Water Department

Townsend Water Department is inviting you to a scheduled Zoom meeting.

Topic: Board of Water Commissioners Meeting

Time: Jun 22, 2020 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84101415072>

Meeting ID: 841 0141 5072

One tap mobile

+13017158592,,84101415072# US (Germantown)

+13126266799,,84101415072# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

Meeting ID: 841 0141 5072

Find your local number: <https://us02web.zoom.us/j/84101415072>



Nathan Mattila, Chairman
(978) 597-2212

Todd Melanson, Vice-Chairman

Michael MacEachern, Clerk
Email: water@townsend.ma.us

WATER COMMISSIONERS MEETING AGENDA

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Water Department 540 Main Street, Meeting Room

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I. PRELIMINARIES:

- 1.1 Call the meeting to order and announce meeting address.
- 1.2 Roll Call Members-Roll Call Citizens.
- 1.5 Chairman's additions or deletions.
- 1.6 Approve meeting minutes of May18, 2020.
- 1.7 Review correspondence.

II. APPOINTMENTS-VOTES MAY BE TAKEN

- 2.1 Discuss update on driveway repair at 520 Main Street.

III. MEETING BUSINESS-VOTES MAY BE TAKEN:

- 3.1 Discuss the Public Rate Increase Meeting scheduled on June 25, 2020 and review Rate payer questions.

IV. COMMISSIONERS UPDATES AND REPORTS-VOTES MAY BE TAKEN:

- 3.2 Update on meeting with TA to discuss issues with the current union contract.
- 3.3 Update on scheduling a meeting to discuss Cross Charge agreement.
- 3.4 Update on contract approval process.
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- 5.1 Update on Master Plan.
- 5.2 Update on Main St. pump station/ water main.
- 5.3 Update on Meadow Road
- 5.4 Update on Lock Brook Run extension (top of West Meadow Road).

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- 7.4 Discuss the remaining 5 touchpad accounts.
- 7.5 Review and sign Bills Payable Warrants.
- 7.6 Review and sign ^{May} June Schedule of Bills Receivable report.
- 7.7 Review Accounts Receivable Report.
- 7.8 Review year to date expenditures.

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Topic: Board of Water Commissioners Meeting

Time: Jun 22, 2020 06:00 PM Eastern Time (US and Canada)

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

Meeting ID: 841 0141 5072

Find your local number: <https://us02web.zoom.us/j/84101415072>

Brenda

From: Rebecca McEnroe <becky@mcenroeconsulting.com>
Sent: Monday, June 22, 2020 10:53 AM
To: Brenda
Subject: late addition to BOWC package for tonight
Attachments: SHEPHERD TOWNSEND INFRARED 20-053.pdf; doc05067920200612104859.pdf

Hi Brenda,

Attached are docs for agenda item 2.1. I am recommending that we pay Shepard's pay req. # 3 minus \$3500 for infrared patch work and sealcoat for 520 main St (see attached quotes). Pay req # 3 was for \$220,934 minus \$3500 = \$217,434 recommended to pay.

I would also like the Chairman to add an item at 1.5.

" Discuss approval of Superintendent candidate brought forth by the Superintendent selectboard."

Thanks,

Rebecca McEnroe, P.E.
McEnroe Consulting LLC
406 Sugar Rd.
Bolton MA 01740
Becky@mcenroeconsulting.com
978-860-6667

waterdepartment

From: SUSAN LISIO <smlisio@comcast.net>
Sent: Monday, June 22, 2020 4:29 PM
To: Water@townsend.ma.us
Subject: Rate Increase Questions

Water@townsend.ma.us

Hello,

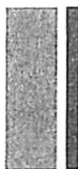
Please read and respond to this question at the Rate Increase meeting on 6/25/2020.

According to the State certification letter, the Water Department's Retained Earnings exceeds \$800,000. And, the Water Department's end of June shows significant unexpended balances. These unspent monies came from money you charged and received from your Water Customers. Please explain why you have these substantial balances and how can you justify a rate increase on top of this?

Thank you,

Sue Lisio
28 Ash St
Townsend

PROPOSAL



New England Sealcoating Co., Inc.

~Specialists in pavement maintenance, tennis courts and recreational surfaces~



"Quality Since 1945"

131 D.W. Highway, PMB 503
Nashua, NH 03060-5245
(603) 598-9200

MAIL TO: 120 Industrial Park Road
Hingham, MA 02043
(781) 749-6800 • Fax (781) 749-2780
www.newenglandsealcoating.com

11 South Angell St., PMB 364
Providence, RI 02906
(401) 621-3770

T
O

Gary Shepherd
Shepco Inc.
55 Main St
Townsend, MA 01469

J
O
B

PHONE: (978) 265-8472 June 12, 2020
FAX:

Roadway
520 Main St
Townsend, MA

SEALCOATING

APPLICATION: Furnish and apply two (2) coats of rubberized coal tar emulsion protective pavement sealer meeting Federal Specification RP355e/ASTM D-3320 to bituminous concrete pavement as outlined below:

1. Sweep and air clean area to be sealed.
2. Pretreat oil spots with latex primer.
3. Apply two (2) coats of Tarconite meeting Federal Specification RP355e/ASTM D-3320 with .02 gallon of Armorflex additive and 4-6 pounds of #60 silica sand blended with each gallon of emulsion. Application rate: .32 gallon per square yard.
4. Clean up general work area.

444 Square Yards

\$892.00

NOTES:

1. Sealer may not bond properly to asphalt contaminated with oil.
2. Owner is responsible for removal of winter sand.
3. The Owner is responsible for removing vehicles and obstacles from the parking lot prior to the sealing and assumes any and all liability for the vehicles that are not moved. Additional mobilization charges will apply if we have to return to the job to finish once these obstacles are removed.
4. This quote is good for 30 days.

pm3ls

We propose to furnish material and labor — complete in accordance with above specifications, for the sum of : \$
TERMS: 30% DEPOSIT REQUIRED, BALANCE DUE UPON COMPLETION.

892.00

NOTE: Please sign white copy and return with deposit to Hingham, MA.
Submit tax exempt certificate if applicable.

Authorized
Signature

Craig Swain

Craig Swain

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest legal rate allowable under the laws of the jurisdiction in which the contract is executed or 1-1/2% per month, whichever is less, shall be charged and paid on all balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this contract until your credit has been checked and approved by our Credit Department. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Any increase or decrease in the contract price resulting from such change shall be included in such writing.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State unemployment Taxes applicable to our employees.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder and in a normal uninterrupted single-shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of this proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to hold us harmless from any liability resulting from, damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways or other improvements located within, our work area or designated areas of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure of subgrade or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.

You agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract.

The contractor shall mark off the work area by the appropriate use of barriers, cones, ropes and/or signs. The contractor is not responsible for the unauthorized removal of these items, and further, the owner agrees to hold harmless and indemnify the contractor from any and all claims arising out of such removal, subsequent personal injury or property damage resulting therefrom.

Owner responsible for removal of all cars from the work area. Vehicles not removed from the work area by 8:00 AM on the day work is to be performed will be towed by the Owner at his expense.

Owner responsible for winter sand removal.

2.1-



CORPORATION

89 Meadowbrook Road N. Chelmsford, MA 01863
978-250-1233 Fax 978-251-8991

Estimate #20-053

Submitted To: Gary Shepherd
Address: ShepCo, Inc.
55 Main Street
Townsend, MA 01496
Email: shepcoinc@aol.com

Date: June 15, 2020
Phone: (978) 597-8907
Job Name: 540 Main Street
Job Location: Townsend, MA

LUMP SUM

1. INFRARED

½ Day	\$ 1,500 (4 Hours)
Full Day	\$ 2,500 (8 Hours)

NOTE: All prep for paving by others, other than stated above. **ASPHALT:** Pricing per square yard is based on an average thickness of the area. **TERMS:** Net due upon completion. No retainage to be held. **ESTIMATE EXPIRATION:** This estimate is valid for 30 days. **COMPLETION DATE OF THIS CONTRACT WILL BE:** 2019 **POLICE DETAILS/TRAFFIC CONTROL:** By others. **TESTING:** By others. **PREVAILING WAGE:** Prevailing Wage Rates are included in the above price. **WATER:** To be supplied by customer by way of fire hydrant. **BONDS & PERMITS:** By others. **MOBS/DAYS:** The above price includes one mobilization. Any additional will be at a rate of \$3,500 per mob. **SALES TAX:** Prices do not include applicable MA sales tax on materials and other related taxable items to be used on this project. **GRADING:** All staking, layout and establishment of grades to be done by others and clearly indicated before fine grading. We will accept no responsibility for improper engineering and/or areas where no grades were indicated before commencement of work. Fine grading will not begin until processed gravel is installed to the gravel grade as shown on the plans. If gravel is not installed to the gravel grade as shown on the plans and needs gravel installed by grader, then the gravel installation will be billed at a rate of \$375 per hour. **LOAM/SEED:** Of disturbed areas by others. **OVERLAY/ UNSUITABLE GRADES:** Sunshine Paving Corporation is not responsible for puddling or slow moving water when the original grades prior to the start of work were less than the minimum required pitch of 1% (industry standard), or when paving over existing Bituminous Concrete, or when installing a top course on existing binder that was not installed by Sunshine Paving Corporation. **UTILITIES:** Sunshine Paving Corporation is not responsible for damage to utilities not owned or maintained by Dig Safe's member utilities. Some examples: site lighting and irrigation, among others. **ESCALATION CLAUSE:** Prices quoted are based on the current FOB refinery prices on liquid asphalt. Such quoted prices are not guaranteed by the major oil companies and are subject to sudden adjustment during the term of the agreement. The base price of liquid asphalt for this quote is \$552.50. Any change in the price of liquid asphalt will require an extra charge of \$0.055 per ton for every \$1.00 per ton increase in the price of liquid asphalt. **QUANTITIES:** Above are minimum charges. If quantities change the pricing per item may, at the discretion of SPC, change. **OTHER:** Unless otherwise indicated, the prices on this proposal apply only to work completed before the end of the 2019 paving season, as determined by Sunshine Paving Corporation. Any work to be performed in succeeding years may, at the discretion of Sunshine Paving Corporation, require new agreements.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer _____

Signature _____

Date of Acceptance _____

CONFIRMED:

Bob Bushnell, Sunshine Paving Corporation

Signature: _____

TERMS AND CONDITIONS - 2020

QUALITY OF PRODUCT: All bituminous concrete materials are guaranteed to be as specified in this proposal. All work to be completed in a workmanlike manner and in accordance with standard practices of the industry. Sunshine will not be responsible for slow moving water or puddles when overlaying or resurfacing existing bituminous concrete.

CONTRACT PRICE: If accepted, the contract price on this proposal only applies to the work completed before the end of the paving season, as determined by Sunshine. The customer shall provide Sunshine with suitable access to the work area. If the contracted work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Sunshine to perform the contracted work hereunder in normal uninterrupted single shift operation.

CHANGE ORDER: Any changes or deviations from the terms, conditions, specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Any increase or decrease in contract price resulting from such change or modification shall also be included in such writing.

PAYMENT: Unless otherwise agreed to by the parties, terms are net cash and payable forthwith upon the completion of the work or as partial estimates are submitted. Work is completed when the bituminous concrete installed and the equipment and workmen have left the job or upon presentation by Sunshine of its bill, whichever event occurs first. On all accounts remaining unpaid, 30 days after date of invoice, an interest charge of 1 and 1/2 % per month (18% per year) will be added to the balance due, unless otherwise agreed.

TIME OF PERFORMANCE: Unless a time for the performance of the contracted work is specified, Sunshine shall undertake the work in its normal operating schedule. Sunshine shall not be liable for any failure to undertake or complete the work for causes beyond its control, including but not limited to fire, flood, or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Sunshine is involved, directly or indirectly. Sunshine shall not be responsible for, and customer agrees to hold Sunshine harmless from, any liability resulting from damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways, or to other improvements located within, contracted work area or designated areas of access. It is further understood that Sunshine shall not be responsible for any damage to or deterioration of any of Sunshine's work, whether completed or in process, resulting from any cause or causes beyond Sunshine's control including but not limited to failure of sub-grade or inadequacy of any labor or materials not furnished or installed by Sunshine, whether or not such failure or inadequacy was or could have been known at the time contracted work was undertaken.

WEATHER CONDITIONS: If at any time during Sunshine's performance under this agreement, Sunshine and its sole and exclusive discretion determines that weather conditions then existing are not suitable for proper paving or other work to be performed, Sunshine shall so notify the customer and Sunshine's time for performance under this agreement shall be extended to such time as Sunshine determines that proper weather conditions do exist, without any liability for such delay. As a result of the seasonal nature of the paving business, Sunshine Paving Corporation will not be responsible for pavement failure on any project paved after October 15th where the following conditions exist: Frozen SubBase Conditions: Where proper grades could not be achieved through fine grading as a result of sub base conditions where frost exists and/or where proper sub base compaction could not be achieved as a result of sub base conditions where frost exists; Unsuitable Ambient Temperature: When the ambient temperature is 55 degrees Fahrenheit or below at any time during the day, potentially limiting proper pavement compaction, adhesion to existing paved surfaces and/or reducing the aesthetics of the finished paved surface; Unsuitable Surface Conditions: Where moisture exists on surfaces, proper adhesion cannot be achieved. Further, where Binder pavement is installed over sub base conditions outlined above, and/or the sub base material is thawing, the customer agrees to compensate Sunshine Paving Corporation for the additional tonnage that may be required to maintain consistent pavement depth. In the event that additional tonnage is required, the customer agrees to compensate Sunshine Paving Corporation at the rate quoted for leveling in their contract with Sunshine Paving Corporation, or at \$200/TN for tonnage beyond the yield required in the contracted scope of work.

INDEMNIFICATION: Customer is responsible for the removal of all cars and personal property from the work area. All vehicles and personal property not removed from the work area by 7:00 AM on the day work is to be performed will be towed and or removed at the customer's expense.

COLLECTION COSTS: Customer agrees to pay all reasonable attorney's fees, collection costs, court costs and any other expenses incurred in collecting any charges under this agreement or otherwise in enforcing the terms of this agreement.

ARBITRATION: In the event any dispute of any kind should arise between the parties hereto concerning this contract then and in that event such dispute shall be submitted to the American Arbitration Association. The proceedings before said board shall be governed by the rules and regulations of said association, and the award and determination of said board shall be binding and conclusive upon the parties hereto.

LAW: All rights and obligations of the parties hereto shall be governed by the laws of the Commonwealth of Massachusetts. If any provision or provisions of this contract shall be hold to be invalid, illegal, or unenforceable in any respect under the laws of the Commonwealth of Massachusetts, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

CLEANING: Winter sand removal is the responsibility of the Customer and/or property owner, unless specified differently on quote.

GRADING: Sunshine is not responsible, unless indicated in agreement, for all staking, layout and establishment of grades which are to be clearly indicated before fine grading. We will accept no responsibility for improper engineering and/or areas where no grades were indicated before commencement of work. Fine grading will not begin until processed gravel is installed to the gravel grade as shown on the plans. If gravel is not installed to the gravel grade as shown on the plans and needs gravel installed by grader, then the gravel installation will be billed at a rate of \$375.00 per hour.

Initialed by Sunshine Paving Corporation

Initialed by Customer

Townsend Water Department

Rate Modification FY 2021
Public listening session
June 3, 2020

June 25, 2020

2010 Water Rate Study

Comprehensive rate study by Pioneer Consulting Group

Looked at capital improvement requirements

Looked at current and future operating costs

Recommended a 3 year annual increase starting in 2011

The first increase to \$3.00/ cu. ft. was implemented in 2011

The second increase to \$3.42/cu. ft. was not implemented in 2012 as recommended.

The third increase to \$4.32/ cu.ft. was recommended in 2013 and has now been implemented in FY 2021

History of Townsend Water Rates

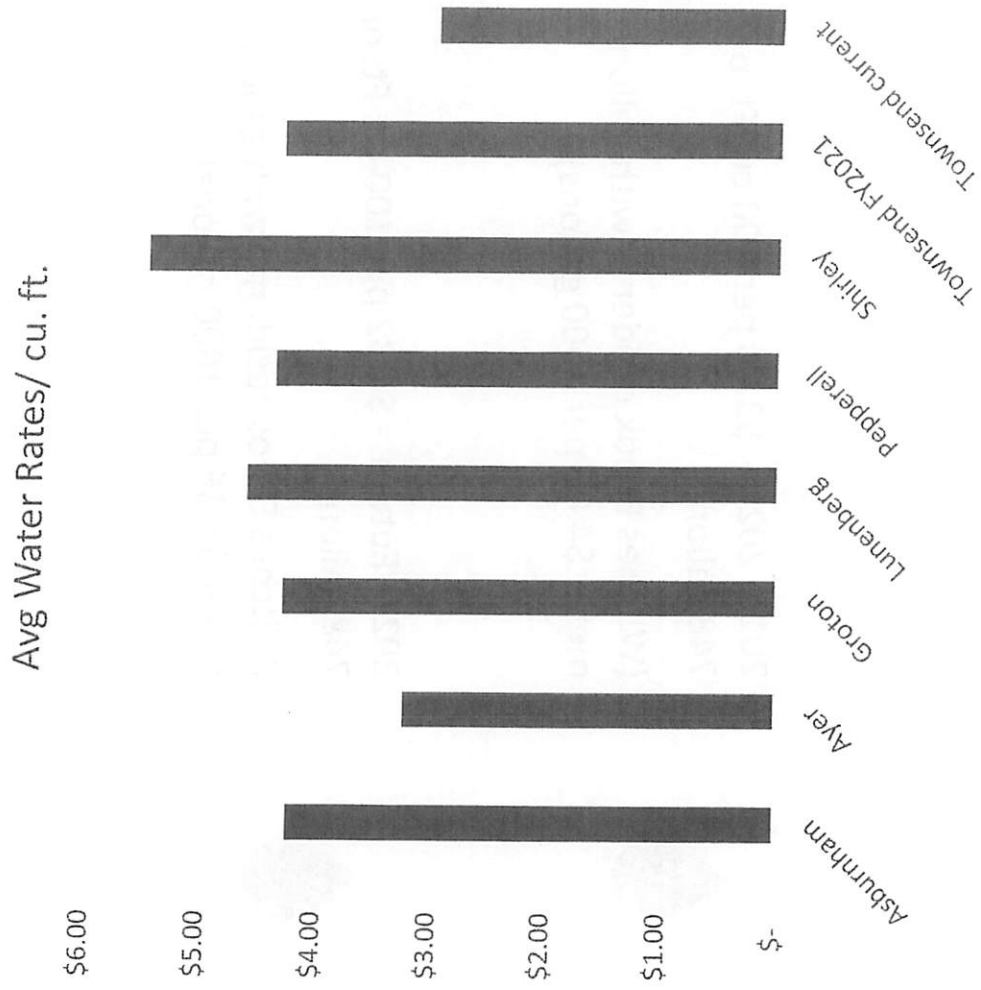
2011- 2020 - \$3.00 per 100 cu. Ft. or
748 gallons

(Witches Brook residents with gallon
meter \$4.00 per 1000 gallons)

2021- Future - \$4.32 per 100 cu. Ft. or
748 gallons

(Witches Brook residents with gallon
meter \$5.36 per 1000 gallons)

Water Rate of Surrounding Towns FY 2020



2019 Water Masterplan

Masterplan completed by Tighe and Bond Engineers

Major Recommendation to replace tubular well field at Main St pump station with a gravel pack well

More Reliable , less maintenance

Tubular well field installed in 1935. Its practical life has past

Cost of this project is estimated to be \$800,000

2019 Water Masterplan

Distribution work recommended to increase reliability

- Recommended a 5 year upgrade plan to pipelines
- Estimated cost is \$1M per year for 5 years

Recommended a 5 year upgrade to hydrants and valves

- Estimated cost is \$150,000 per year for 5 years.

Average Water Bill based on 65gpd

Mass DEP suggest that water usage should be 65 gallons/person/day or less

Average quarterly bill based on a family of 4:

- Current = 23,000 gallons * \$3.00/cu ft = \$92.25/quarter
- Future rates FY 2021 = 23,000 gallons * \$4.32/cu. Ft. = \$132.83/ quarter
- Average annual increase for a family of 4 at 65gpd = \$161.34

New Water Rate FY 2021

New Water Rate per
100 cu ft starting
July 1, 2020 is \$4.32.

(Witches Brook
customers with gallon
meters \$5.36/1000
gallons)

July 1, 2020

First water bill with
new rates will be
mailed out October
2020 for water used
July 1 –Sept. 30, 2020

Oct. 2020

Average Water Bill based on 65gpd

Mass DEP suggest that water usage should be 65 gallons/person/day or less

Average quarterly bill based on a family of 4:

- Current = 23,000 gallons * \$3.00/cu ft = \$92.25/quarter
- Future rates FY 2021 = 23,000 gallons * \$4.32/cu. Ft. = \$132.83/ quarter
- Average annual increase for a family of 4 at 65gpd = \$161.34



Office of the
Townsend Water Department
 540 Main St.
 West Townsend, Massachusetts 01474-0017
 Tel: 978-597-2212
 Fax: 978-597-5611

Schedule of Rates and Fees

Water Rates:	T.W.D. Witch's Brook:	\$37.50 Unit Chg. + \$4.32/100(ft) Billed Quarterly \$37.50 Unit Chg. + \$5.36/1000 Gals. Billed Quarterly
System Development Charges:		
		1" ~ \$2,500.00 1 1/2" ~ \$3,500.00 2" ~ \$3,600.00 3" & Over ~ \$25,000.00
		Main and Sprinkler/connection ~ \$5,000.00 Inspection Fee (Main & Sprinkler Connection \$50/hour)
Sprinkler Charge:		According to size at a rate of \$35.00/in./6month period
Overdue Accounts:		\$2.00 demand charge + 1 1/2% interest of amount due (Min. of \$.50)
Service Installation:		1" Services Only (Tap Main + Installation Main to Property Line w/ Meter ~ \$200.00/hour including parts & backhoe Greater than 1" Cost shall include, Cost of meter + Labor, Material and Equipment Cost + 10% Cost + 20% Required for services over 475ft.
Material:		\$50.00
Labor:		\$50.00
Meter Pit:		\$250.00/Nozzle
Turn On Fee:		\$200.00 + water used
Final Readings:		\$50.00
Fire Flow Tests:		\$50.00
Hydrant Use:		\$250.00/Nozzle
Meter Testing:		\$200.00 + water used
Labor Charges:		\$50.00
Meter Valve Replacement		For 1 or 2 men \$50.00 For The First Hr. Updated & Approved By Board of Water Commissioners 10/2/2014 Labor Rate: \$50.00/1st hr., Meter Valve plus 10% and miscellaneous parts if needed.
Backhoe Rate:		Updated & Approved By Board of Water Commissioners 1/7/2016 \$100.00/hr.
Water Restriction Violations:		1st notice ~ written warning N/C 2nd notice ~ \$50.00 3rd notice ~ \$100.00 Each additional notice ~ \$100.00
Meter Tampering:		\$1,000.00/per offense and water usage averaged and repairs labor or triple amount of damages whichever is greater
Backflow Testing Charge		10% Admin Fee for Backflow

Effective 7/1/20

ARTICLE XX

To see if the Town will vote to transfer from Water Enterprise Retained Earnings the sum of **\$2,000.00** for match to a Massachusetts Municipal Vulnerability Planning Assistance Action Grant to assess climate impacts on the Towns wells.

SUBMITTED BY: Water Commissioners

DESCRIPTION: This will allow the Water Department to assist the town in meeting the grant match requirement for the grant, if awarded.

7.2

Townsend Water Department

Balances Due on 6/10/2020 (Using Payment ENTRY Dates)

From Account # 0001 to Account # 70000

Page: 1

06/10/2020
EasyBill 32

Account #	Name	Balance	Days		Over 90	Over 120
			Current	Over 30		
0660	CALIRI MARK	885.67	0.00	89.50	10.42	785.75
	BILL: 2 MAPLEWOOD DRIVE	SVC: 2 MAPLEWOOD DRIVE TOWNSEND				
0970	PARKER JEFFREY	539.46	0.00	93.50	6.09	439.87
	BILL: 2 WALNUT STREET	SVC: 2 WALNUT STREET TOWNSEND				
1220	QUINN JOSEPH	610.08	0.00	109.50	7.13	493.45
	BILL: 13 WALNUT STREET	SVC: 13 WALNUT STREET TOWNSEND				
1270	SANTOSUOSSO JOHN & KIM	552.55	0.00	93.50	6.26	452.79
	BILL: 23 WALNUT STREET	SVC: 23 WALNUT STREET TOWNSEND				
1460	DAGENAIS RICH	743.75	0.00	65.50	8.66	669.59
	BILL: 14 SYCAMORE DRIVE	SVC: 14 SYCAMORE DRIVE TOWNSEND				
1990	KROHN AMANDA	701.64	0.00	237.50	6.64	457.50
	BILL: 15 CEDAR CIRCLE	SVC: 15 CEDAR CIRCLE TOWNSEND				
2030	WILSON RUSSELL	599.55	0.00	57.50	7.03	535.02
	BILL: 27 BALSAM DRIVE	SVC: 27 BALSAM DRIVE TOWNSEND				
2070	JONES LINDA	532.83	0.00	77.50	6.11	449.22
	BILL: 19 BALSAM DRIVE	SVC: 19 BALSAM DRIVE TOWNSEND				
2320	LIDDELL MICHAEL	865.27	0.00	181.50	9.76	674.01
	BILL: 56 MAPLEWOOD DRIVE	SVC: 56 MAPLEWOOD DRIVE TOWNSEND				
2730	LAROCHE JR. RAYMOND L	516.76	0.00	117.50	8.43	390.83
	BILL: 3 CEDAR CIRCLE	SVC: 3 CEDAR CIRCLE TOWNSEND				
2950	SANTOS HOLLY	600.00	0.00	65.50	9.90	524.60
	BILL: 49 ASH STREET	SVC: 49 ASH STREET TOWNSEND				
2990	GARVEY CHAD	840.26	0.00	589.50	3.59	247.17
	BILL: PO BOX 463	SVC: 41 ASH STREET TOWNSEND				
3140	TAYLOR MARY	540.42	0.00	41.50	6.09	492.83
	BILL: UNIT A103	SVC: FLORIDA IN WINTER 81 MAPLEWOOD				
3270	JAMES DANIEL	1,009.54	0.00	117.50	11.72	880.32
	BILL: 65 ASH STREET	SVC: 65 ASH STREET TOWNSEND				
3440	FERNANDEZ JILLIAN	682.87	0.00	93.50	8.57	580.80
	BILL: 99 ASH STREET	SVC: 99 ASH STREET TOWNSEND				
3510	BARRY BRIAN	605.28	0.00	337.50	3.90	263.88
	BILL: 1 OAK CIRCLE	SVC: 1 OAK CIRCLE TOWNSEND				
3620	LOPEZ TONY	523.56	0.00	121.50	5.74	396.32
	BILL: 20 PONDEROSA DRIVE	SVC: 20 PONDEROSA DRIVE TOWNSEND				
3780	LANDRY JAMES	648.13	0.00	106.50	7.16	534.47
	BILL: 82 MAPLEWOOD DRIVE	SVC: 82 MAPLEWOOD DRIVE TOWNSEND				
4170	ROBINSON STEPHEN	517.36	0.00	109.50	5.81	402.05
	BILL: 5 PONDEROSA DRIVE	SVC: 5 PONDEROSA DRIVE TOWNSEND				
4180	ARBUCKLE EDWARD	620.92	0.00	105.50	7.03	508.39
	BILL: 3 PONDEROSA DRIVE	SVC: 3 PONDEROSA DRIVE TOWNSEND				
4300	HAGAR ALLISON	678.31	0.00	97.50	7.75	573.06
	BILL: TOWNSEND	SVC: 24 HICKORY DRIVE TOWNSEND				
4630	MCCARTHY KEVIN & DOROTHY	520.23	0.00	253.50	6.40	260.33
	BILL: 13 VIRGO LANE	SVC: 13 VIRGO LANE TOWNSEND				
5590	DEVINE PATRICK	581.55	0.00	117.50	6.49	457.56
	BILL: 10 ALYSSA DRIVE	SVC: 10 ALYSSA DRIVE TOWNSEND				

Townsend Water Department

Balances Due on 6/10/2020 (Using Payment ENTRY Dates)

From Account # 0001 to Account # 70000

06/10/2020

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Days

EasyBill 32

Account #	Name	Balance	Current	Over 30	Over 90	Over 120
60063	C N CUSTOM CABINETS BILL: 365 MAIN STREET	698.97	0.00	380.50	4.63	313.84
	SVC: 365 MAIN STREET W TOWNSEND					
60124	VFW POST NO 6538 BILL: P.O. BOX 207	912.75	0.00	76.50	12.18	824.07
	SVC: METER PIT 491A MAIN STREET					
60200	MAIN STREET REALTY TRUST BILL: 370 MAIN STREET	1,486.82	0.00	321.50	15.92	1,149.40
	SVC: 370 MAIN STREET W TOWNSEND					
60213	PERRY RONALD J. BILL: 2 HORSESHOE DRIVE	708.70	0.00	148.50	8.00	552.20
	SVC: 2 HORSESHOE DRIVE W TOWNSEND					
60307	KEESEEE JOHN BILL: 18 WEST ELM STREET	585.04	0.00	52.50	7.10	525.44
	SVC: 18 WEST ELM STREET W TOWNSEND					
60356	HUSSEY SHIRLEY A. BILL: 56 MASON ROAD	778.31	0.00	115.50	8.89	653.92
	SVC: 56 MASON ROAD W TOWNSEND					
60364	HOLLINS STEPHEN BILL: 59 MAPLE STREET	579.98	0.00	99.00	7.02	473.96
	SVC: 12 CANAL STREET W TOWNSEND					
60388	TRIPLE M MOVERS BILL: 1109 MONTELLO STREET	664.45	0.00	195.50	6.55	462.40
	SVC: 35 SCALES LANE 2" TOWNSEND					
60416	PERLA ELIZABETH ROUSSEAU BILL: 300 MAIN STREET	532.88	0.00	106.50	5.94	420.44
	SVC: 300 MAIN STREET TOWNSEND					
60494	BOYDEN WILLIAM BILL: 30 MOHAWK DRIVE	611.05	0.00	61.50	7.13	542.42
	SVC: 31 TURNPIKE ROAD TOWNSEND					
60534	ANDERSON LEE BILL: 10 MAPLE STREET	500.59	0.00	73.50	5.98	421.11
	SVC: 10 MAPLE STREET TOWNSEND					
60575	BOUTWELL JOHN J. BILL: 4 SCHOOL STREET	688.80	0.00	106.50	7.92	574.38
	SVC: 4 SCHOOL STREET TOWNSEND					
60610	BRENNAN AMY & TONY BILL: PO BOX 373	1,036.10	0.00	241.50	14.52	780.08
	SVC: 17 BROOKLINE STREET TOWNSEND					
60613	FLYNN PETER M BILL: 25 BROOKLINE STREET	557.70	0.00	70.50	6.38	480.82
	SVC: 25 BROOKLINE STREET TOWNSEND					
60705	FARRAR JOHN BILL: 67 HIGHLAND STREET	521.46	0.00	126.00	11.17	384.29
	SVC: 67 HIGHLAND STREET TOWNSEND					
60722	BROUILLETTE ROBERT W. BILL: 79 HIGHLAND STREET	555.37	0.00	55.50	6.51	493.36
	SVC: 79 HIGHLAND STREET TOWNSEND					
60776	WEBBER STEVEN BILL: 56 SOUTH WOODY HILL ROAD	950.78	0.00	159.00	11.15	780.63
	SVC: 27 HIGHLAND STREET TOWNSEND					
60903	MAIN STREET REALTY T BILL: 370 MAIN STREET	798.43	0.00	138.00	9.05	651.38
	SVC: 258 MAIN STREET TOWNSEND					
60929	MAIN STREET REALTY TRUST BILL: 370 MAIN STREET	880.59	0.00	162.00	9.81	708.78
	SVC: 208 MAIN STREET TOWNSEND					
60939	RODRIGUEZ HILCIA BILL: 146 MAIN STREET	648.15	0.00	79.50	7.47	561.18
	SVC: 146 MAIN STREET TOWNSEND					
60983	KILBANE BRIAN BILL: 21 WARREN ROAD	531.44	0.00	148.50	5.48	377.46
	SVC: 21 WARREN ROAD TOWNSEND					
61022	FEDEQ NL004 LLC BILL: ONE BURLINGTON WOODS DRIVE	1,657.00	0.00	1,657.00	0.00	0.00
	SVC: BAILEY'S RESTAURANT TOWNSEND					
61024	FEDEQ NL004 LLC. BILL: ONE BURLINGTON WOODS DRIVE	1,861.50	0.00	1,861.50	0.00	0.00
	SVC: 18 MAIN ST RITE AID PHARMACY TOWNSEN					

Townsend Water Department

Balances Due on 6/10/2020 (Using Payment ENTRY Dates)

From Account # 0001 to Account # 70000

06/10/2020

Page: 3

Days

EasyBill 32

Account #	Name	Balance	Current	Over 30	Over 90	Over 120
61044	DIMOPOULOS YESENIA BILL: 2 SHIRLEY ROAD	753.07	0.00	85.50	7.42	660.15
	SVC: 2 SHIRLEY ROAD TOWNSEND					
61053	NMRS DISTRICT BILL: 66 BROOKLINE ST	935.00	35.00	900.00	0.00	0.00
	SVC: HS IRRIGATION-SEASONAL 19 MAIN ST					
61104	STUART MICHAEL BILL: 14 REAGAN ROAD	802.17	0.00	79.50	9.84	712.83
	SVC: 14 REAGAN ROAD TOWNSEND					
61181	CALLAHAN STEPHEN BILL: 5 HARBOR TRACE ROAD	629.90	0.00	118.50	7.45	503.95
	SVC: 5 HARBOR TRACE ROAD TOWNSEND					
61222	DUNKLEE KATHERINE BILL: 18 BLOOD ROAD	593.95	0.00	94.50	7.03	492.42
	SVC: 18 BLOOD ROAD TOWNSEND					
61240	COBLEIGH MICHELLE BILL: 63 SPAULDING STREET	525.26	0.00	196.50	4.40	324.36
	SVC: 63 SPAULDING STREET TOWNSEND					
61269	FORTUNATI NICOLE BILL: 44 SPAULDING STREET	597.16	0.00	97.50	6.68	492.98
	SVC: 44 SPAULDING STREET TOWNSEND					
61306	MITCHELL ROBERT BILL: 21 EMERY ROAD	609.88	0.00	175.50	6.20	428.18
	SVC: 21 EMERY ROAD TOWNSEND					
61323	HOLMES KEITH BILL: 32 EMERY ROAD	658.36	0.00	79.50	6.30	572.56
	SVC: 32 EMERY ROAD TOWNSEND					
61365	SIDELINGER SCOTT BILL: 12 SUMAC DRIVE	1,073.19	0.00	127.50	12.51	933.18
	SVC: 12 SUMAC DRIVE TOWNSEND					
61414	WOLFGANG DAVID BILL: 1 PEACH LANE	776.71	0.00	94.50	7.95	674.26
	SVC: 1 PEACH LANE TOWNSEND					
61436	MURPHY DENNIS BILL: 7 APPLE DRIVE	675.44	0.00	88.50	8.00	578.94
	SVC: 7 APPLE DRIVE TOWNSEND					
61502	DAVIE EVAN & JENNIFER BILL: 8 PETER J DRIVE	992.38	0.00	70.50	12.52	909.36
	SVC: 8 PETER J DRIVE TOWNSEND					
61507	EVICCI BRIAN BILL: 17 TODD DRIVE	593.68	0.00	124.50	6.58	462.60
	SVC: 17 TODD DRIVE TOWNSEND					
61540	SMITH FRED W. BILL: 33 EDWARD ROAD	978.16	0.00	103.50	11.63	863.03
	SVC: 33 EDWARD ROAD TOWNSEND					
61613	PURCELL JOHN BILL: 31 PROCTOR ROAD	723.61	0.00	76.50	8.55	638.56
	SVC: 31 PROCTOR ROAD TOWNSEND					
Total:		45,580.77	35.00	12,228.50	468.54	32,848.73
Count:		62	1	62	59	59

FISCAL YEAR 20 SUMMARY
TOWNSEND WATER DEPARTMENT - ACCOUNTS RECEIVABLE
May 31, 2020

UNCOLLECTED FROM JUNE 30, 2019

89,610.77

CHARGED	07/01/19 05/31/20	5/31/2020	Previous Balance	Total
USER CHARGES		215.50	954,123.50	954,339.00
SERVICE CHARGES		696.35	24,644.26	25,340.61
CONNECTION CHARGES		3,600.00	10,000.00	13,600.00
LATE CHARGES		0.00	16,385.92	16,385.92
BACKFLOW		0.00	9,750.00	9,750.00
SUBTOTAL		4,511.85		
TOTAL CHARGES				1,019,415.53
				1,109,026.30
RECEIVED	07/01/19 05/31/20	5/31/2020		
USER CHARGES		57,786.23	857,776.09	915,562.32
SERVICE CHARGES		1,396.69	23,226.40	24,623.09
CONNECTION CHARGES		3,600.00	10,000.00	13,600.00
LATE CHARGES		774.65	13,643.67	14,418.32
BACKFLOW		1,588.97	6,926.03	8,515.00
SUBTOTAL		65,146.54		
TOTAL RECEIPTS				976,718.73
SENT TO LIEN				26,436.35
LIENS COLLECTED				
ABATEMENTS				-151.20
ADJUSTMENTS				-1,934.36
AJD TO MASTER				
UNCOLLECTED				107,956.78
				1,109,026.30

OUTSTANDING:

USER CHARGES	97,030.37
SERVICE CHARGES	3,956.77
CONNECTION CHARGES	0.00
LATE CHARGES	5,121.95
BACKFLOW	1,847.69
TOTAL OUTSTANDING	107,956.78