TOWNSEND WATER DEPARTMENT



540 Main Street West Townsend, Massachusetts 01474

Michael MacEachern, Chairman

Niles Busler, Vice-Chairman

Nathan Mattila, Clerk

(978) 597-2212

Fax (978) 597-5561

Paul L. Rafuse, Water Superintendent

WATER COMMISSIONERS MEETING MINUTES March 14, 2016 - 5:30P.M.

Water Department 540 Main Street, Meeting Room

M

I. PRELIMINARIES:

- 1.1 MM called the meeting to order at 540 p.m. at 540 Main Street.
- 1.2 Roll call showed members present Michael MacEachern (MM), Niles Busler (NB) and Nathan Mattila (NM). Guest Present: Karen Chapman, Paul Rafuse and Brenda Boudreau.
- 1.3 MM announced that the meeting is being tape recorded
- 1.4 Chairman's additions or deletions. MM presented a last minute application from Harbor Classic Homes and application to approve a 1" service to accet# 61635, 8 Cooperage Way, appl# 2016-2. NM made a motion to approve 1" service to accet #61635, 8 Cooperage Way. NB seconded. Unanimous vote.
- 1.5 Review/Approve meeting minutes of February 22, 2016. None
- 1.6 The Board review correspondence.

II. APPOINTMENTS:

2.1 5:45 pm Karen Chapman, Co-Land Use Coordinator, Water Restriction By-Law. Karen reviewed the various changes she suggested to our Water Restriction By-Laws. Karen thought that maybe Paul would like to run the changes by DEP. And Karen will ask Jean before she retires if they need to have a public hearing on this matter.

III. MEETING BUSINESS:

- 3.1 Approve 1" service to Hope Welch, 76 Proctor Road, Acct # 61717, and Application # 2016-01. NM made a motion to approve a 1" service to Hope Welch, 76 Proctor Road, Acct # 61717 and Appl# 2016-01. NB seconded. Unanimous vote.
- 3.2 Discuss/Review proposal from Temp Agency HW Staffing Solutions. The board discussed hiring Temporary office help for the Office Administrator while she is out on medical leave. Temp Agency said that we could possibly hire a temp and they could leave if a permanent position comes along. We will check and see if a Temp employee hire (3) months or so if hire by the department. **Tabled**.
- 3.3 Discuss/Vote to amend our Rules and Regs to implement an additional charge to customers for failure to respond and allow access to their meter. And to charge for frozen service meter replacement to vacant properties that failed to winterize properly. Paul suggested that we update our Rules and Regs to charge a reasonable fee to customers with a vacant property that fails to winterize properly. Niles suggested using the Constable to deliver the letters to access the meter for upgrades maybe the constable will deliver several for a reduced rate. This would be for the customers that will be charged a fee if they fail to make an appointment to upgrade their meter. Niles would like us to list the ways that we tried to reach them email, phone, door hanger etc. Paul will daft an update to vote on for next meeting. Tabled

- 3.4 Discuss/Vote on proposed Capital Improvement Plan and Projects to request for approval as emergency projects by the Board of Selectmen. Paul will draft a letter to the Board of Selectman requesting approval of the projects listed to be approved at the next BOS meeting under the Emergency Capital Improvements.
- 3.5 Discuss acquiring our own legal counsel. Tabled
- 3.6 Discuss/Approve Request for Proposal for Fitchburg Rd. Storage Tank repairs. **NB made a motion to authorize the chairman to obligate the water department in the following:**

Fitchburg Road Tank \$6,000
Cross St well investigation \$4,500
Witches Brook well design \$18,000
Witches Brook well construction \$11,500

for engineering services from Tighe & Bond in the amount of \$40,000.00. NM seconded. Unanimous vote.

3.7 Discuss/Approve proposal for test well development and water quality testing for Cross St. Well replacement. NM made a motion to accept the proposal for Maher services in the amount of \$6,690.38. for two sample observation wells at Cross Street. NB seconded. Unanimous vote.

IV. COMMISSIONERS UPDATES AND REPORTS.

4.1

v. WATER SUPERINTENDENTS UPDATES AND REPORTS.

5.1 Paul presented the Board with a proposal for the directional drilling on Meadow Road in the amount of \$89,500.00.

VI. OFFICE UPDATES AND REPORTS.

- 6.1 The Board reviewed and signed bills payable warrants.
- 6.2 The Board review payroll.
- 6.3 The Board reviewed and signed February Schedule of Bills Receivable report.
- 6.4 The Board reviewed February Accounts Receivable report.
- 6.5 The Board reviewed February Appropriation balance report.

VII. ADJOURNMENT:

MM adjourned the meeting at 7:10 P.M.

Respectfully submitted, Brend Grad

Brenda Boudreau, Office Administrator

TOWNSEND WATER DEPARTMENT



540 Main Street West Townsend, Massachusetts 01474

Michael MacEachern, Chairman

Niles Busler, Vice-Chairman

Nathan Mattila, Clerk

(978) 597-2212

Paul L. Rafuse, Water Superintendent

Fax (978) 597-5561

WATER COMMISSIONERS MEETING AGENDA March 14, 2016 - 5:30P.M.

Water Department 540 Main Street, Meeting Room

I. <u>PRELIMINARIES</u>:

- 1.1 Call the meeting to order and announce meeting address.
- 1.2 Roll call.
- 1.3 Announce that the meeting is being tape recorded
- 1.4 Chairman's additions or deletions.
- 1.5 Review/Approve meeting minutes of February 22, 2016. (SF)
- 1.6 Review correspondence.

II. APPOINTMENTS:

2.1 5:45 pm Karen Chapman, Co-Land Use Coordinator, Water Restriction By-Law

III. MEETING BUSINESS:

- 3.1 Approve 1" service to Hope Welch, 76 Proctor Road, Acct # 61717, Application # 2016-01
- 3.2 Discuss/Review proposal from Temp Agency HW Staffing Solutions.
- 3.3 Discuss/Vote to amend our Rules and Regs to implement an additional charge to customers for failure to respond and allow access to their meter. And to charge for frozen service meter replacement to vacant properties that failed to winterize properly.
- 3.4 Discuss/Vote on proposed Capital Improvement Plan and Projects to request for approval as emergency projects by the Board of Selectmen.
- 3.5 Discuss acquiring our own legal counsel.
- 3.6 Discuss/Approve Request For Proposal for Fitchburg Rd. Storage Tank repairs.
- 3.7 Discuss/Approve proposal for test well development and water quality testing for Cross St. Well replacement

IV. COMMISSIONERS UPDATES AND REPORTS.

4.1

V. WATER SUPERINTENDENTS UPDATES AND REPORTS.

5.1

VI. OFFICE UPDATES AND REPORTS.

- 6.1 Review and Sign Bills Payable Warrants.
- 6.2 Review payroll.
- 6.3 Review and sign February Schedule of Bills Receivable report (SF)
- 6.4 Review February Accounts Receivable report.
- 6.5 Review February Appropriation balance report.

** (SF) signature folder

VII. <u>ADJOURNMENT:</u>

WATER DEPARTMENT MEETING

ATE: March 14, 2016

NAME	ADDRESS	PH/EMAIL
Karen Chapman	Matt Most	(978) S97-1723



Office of the Townsend Water Department 540 Main Street

West Townsend, MA 01474 Tel: 978-597-2212 Fax: 978-597-5611

Application No.	2016-2
Account No.	61635

Date

3/11/2016

APPLICATION FOR WATER SERVICE

Name of Property Owner:	HARBO	OR CLASSIC HOMES				
Service Address:	•	PERAGE WAY			_	
Scivice Address.		SEND MA 01469			···········	
Tol No.			Call No.			
Tel No.:	9/8-/3	2-8338	Cell No.			
Billing Address:	1.	AE I automorpho stroots				
(If different from service addre	38):	45 Lawerence street				
						
Units (Check all that apply):						
	X Single F	amily (If Professio	nal Bldg.) No. o	f Businesses	_	
	Multi F	amily (Apartment Buildi	ng) No. Apar	tments		
	Hotel/N	Motel	No. Roor	ns:		
Time of the (Charle One)						
Type of Use (Check One):	X Residen	rcial/Business	Industria Municipa			
	Comme	•	Wurncipa	11		
		urai			70	^
If yes a proposed design plan of backflow prevention device. Is a flow test/s required?	the system must	t be submitted including	required flows	, required pi	pe size, and size and	\$\frac{1}{2}
If yes the owner will be billed se			t.			
Is there an existing or proposed	automatic lawn i	irrigation system?	_XYes	No	On separate well	
Has a sketch or plot plan been p	rovided showing	the location of the sep	ic system, auto	matic lawn i	rrigation system and any	
known or proposed additions to	the existing build	ding? X Y	es	_ No ****	********Plot Plan Requested	
I, the Owner understand this form	is to be complete	d and all Fees, charges, a	nd required docu	mentation m	ist be received	
before water service will be turned	•		•		<i>/</i> ·	Ì
calendar year of the application da)
Development charge forfeited. In a	iddition, Lacknowl	ledge receipt of the Town	send Water Depa	artment's cur	rent Rules and Regulations	,
	Signature of Ov	wner/Applicant			Dayre /	
	'f	BOARD OF WATER CO	NANAISSI ONERS			
	/ -	DOAND OF WATER CO	DIVIIVIISSIONENS	,	. /	
of the form	<u></u>	_	-11	ulle		.
Chairman	Will the same of t		_	Vice Chai	man	
Clerk			Date Sign	ed by Board	of Water Commissioners	



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

Name: Kussell & Lisa Casachen Accounts Address: 8 Squannacook	ent #
Address: & SquappaCOOK	
Address.	
Phone # Email Address	
Billing date 419/16	
AMOUNT: 85.50 ABATEMENT [AD	OJUSTMENT [] (check one)
REQUESTED BY: CUSTOMER [] OFFICE [] OTHER [] Reasons: (please attached supporting documentation if applical	- if other please explain below: ble)
USIN 83.37 001-000	r- 4218-0000
USIN 83.37 001-000 Late 2.13 061-000	-4231 -0000
85.50 TOTAL.	
APPROVED [] DENIED [] (check one) DATE: 2 \(\lambda 9 \) / / /	Century RTN NSE.
TOWNSEND BOARD OF WATER COMMISSIONERS	·
	104.584.00 8921.28
Paul Rules	6971-28
Paul Rafuse, Superintendent	104.581
	8933.
1 Sent New bill metter emailed to Acct a Tress	<i>3 103.</i> 3
SENT ACCT & TREES	
emailed "	



USE RESTRICTIONS OTHER TOWNS

Town of Rutland

Restricted Uses

- **a.** Odd/Even Day Outdoor Watering outdoor watering by water users with odd numbered addresses is restricted to odd numbered days. Outdoor watering by water users with even numbered addresses is restricted to even numbered days.
- b. Outdoor Watering Ban outdoor watering is prohibited.
- **c. Outdoor Watering Hours** outdoor watering is permitted only during daily periods of low demand, to be specified in the declaration of a State of Water Supply Conservation and public notice, thereof.
- d. Filling Swimming Pools filling of swimming pools is prohibited.
- e. Automatic Lawn Sprinkler Use the use of automatic lawn sprinkler systems is prohibited.

NO CONTROLS ON IRRIGATION SYSTEMS, BACKFLOW PREVENTION SECTION OR AUTOMATIC SPRINKLER SECTION

Town of Concord

RESTRICTED WATER USES

- a)Odd/Even Day Outdoor Watering
- Outdoor watering by water users with odd numbered addresses is restricted to odd numbered days. Outdoor watering by water users with even numbered addresses is restricted to even numbered days.
- b)Outdoor Watering Ban Outdoor watering is prohibited.
- c)Outdoor Watering Hours Outdoor watering is permitted only during daily periods of low demand, to be specified in the declaration of a State of Water Supply Conservation and public notice thereof.
- d)Filling Swimming Pools Filling of swimming pools is prohibited.
- e)Automatic Sprinkler Use The use of an outdoor sprinkler system which turns on and off automatically is prohibited

IN GROUND IRRIGATION SYSTEM RESTRICTIONS

- a)All automatic lawn watering systems connected to the public water supply must be equipped with a timing device that can be set to make the system conform with the Town's time of use outdoor watering restrictions.
- b)All automatic lawn watering systems must be equipped with some type of moisture sensing device that will prevent the system from starting automatically when not needed.
- c)All automatic lawn watering systems must be installed with an approved backflow prevention device. Said device will be inspected initially and periodically thereafter by the Town.
- d)Any person or entity who now has, or who intends to install an automatic lawn watering system in the future, must notify the Water and Sewer Division of the existence of said system, or of their intention to install a new system prior to the actual installation. All systems, those currently in existence as well as any installed in the future, must comply with all Rules and Regulations of the Division.
- e)Any system not in conformance with the above rules may be disconnected from the public water supply system.

TOWN OF SPENCER

RESTRICTED WATER USES

- a) Nonessential outdoor water use days: Nonessential outdoor water use is permitted only on the days per week specified in the State of Water Supply Emergency or State of Water Supply Conservation and public notice thereof. During a State of Water Supply Emergency or State of Water Supply Conservation, nonessential outdoor water use is restricted to two days or fewer per week.
- b) Nonessential outdoor water use hours: nonessential outdoor water use is permitted only during the hourly periods specified in the declaration of a State of Water Supply Emergency or State of Water Supply Conservation and public notice thereof. At a minimum, nonessential outdoor water use is prohibited during the hours from 9AM to 5PM.
- c) Nonessential outdoor water use method restriction: nonessential outdoor water use is restricted to a watering can, bucket or hand-held hose controlled by a nozzle.
- d) Nonessential outdoor water use ban: Nonessential outdoor water use is prohibited at all times.
- e) Automatic sprinkler system ban: The use of automatic sprinkler systems is prohibited.

Section 13. Controls on In-Ground Automatic Sprinkler Systems

IS EXACTLY THE SAME AS STATE MODEL BYLAW

WEST BOYLSTON

- Odd/Even Day Outdoor Water Usage: Outdoor watering by users with odd numbered addresses is restricted to odd numbered days. Users with even numbered addresses may water on even numbered days only.
- Outdoor Watering Ban: Outdoor watering is prohibited.
- Outdoor Water Usage Hours: Outdoor watering is permitted only during periods specified in the declaration of a State of Water Supply conservation and the public notice.
- Filling Swimming Pools: Filling swimming pools is prohibited.
- Automatic Sprinkler User: The use of automatic sprinkler systems is prohibited.
- Any other restriction that the District finds necessary

NO OTHER SECTIONS ON IRRIGATION OR BACKFLOW PREVENTION

ACTON

Rules and Regulations for Underground Lawn Watering Systems

OUTDOOR WATER USE BYLAW

EFFECTIVE MAY 1 – OCTOBER 1

- Those of you with even numbered addresses may use water outdoors on Tuesdays,
 Thursdays and Saturdays.
- Those of you with odd numbered addresses may use water outdoors on Wednesdays, Fridays and Sundays.

TOWN OF LANCASTER

Section 5 Restricted Water Uses

A declaration of a State of Water Supply Conservation shall include one or more of the following restrictions, conditions, or requirements limiting the use of water as necessary to protect the water supply. The applicable restrictions, conditions or requirements shall be included in the public notice required under section 6.

- a) Day of Week Outdoor Water use. Outdoor watering by water users is restricted to particular days of the week.
- b)Outdoor Water Use Ban Outdoor watering is prohibited.
- c)Outdoor Water Use Hours Outdoor watering is permitted only during daily periods of low demand, to be specified in the declaration of a State of Water Supply Conservation and public notice thereof.
- d)Filling Swimming Pools Filling of swimming pools is prohibited.
- e)Automatic Sprinkler Use The use of automatic irrigation sprinkler systems is prohibited.

NO SECTION ON BACKFLOW OR IRRIGATION SYSTEMS

ARTICLE XX

To see if the Town will vote to amend the General Bylaws, Section 1-1 to insert a new section K, as follows:

- K. Outdoor Water Use Bylaw.
 - (1) Enforcing Officers:
 - (a) Water Superintendent
 - (b) Water Technicians
 - (2) Fine Schedule:
 - (a) First Offense: Verbal Warning
 - (b) Second Offense: Written Warning
 - (c) Third Offense: \$100
 - (d) Fourth and Subsequent Offense(s): \$200

or take any other action relative thereto.

SUBMITTED BY: Water Commissioners



Office of the Townsend Water Department 540 Main Street

West Townsend, MA 01474 Tel: 978-597-2212 Fax: 978-597-5611 Application No. 2010

Account No.

Date Signed by Board of Water Commissioners

1609

Date

2/29/2014

	APPLICATION FOR WATER SERVICE
	HOPE J. WEICH
Name of Property Owner:	
Service Address	76 PROCTUR ROAD
	TOWNSOND MA 01469 978-597-5329 CELL NO. 978-235-3738
Tel No.	978-597-5329 Cell No. 978-235-3738
Billing Address:	
If different from service addr	ess):
Units (Check all that apply):	x Single Family (If Professional Bldg.) No. of Businesses
	X Single Family (If Professional Bldg.) No. of Businesses Multi Family (Apartment Building) No. Apartments
	Hotel/Motel No. Rooms:
Type of Use (Check One):	X Residential Industrial Commercial/Business Municipal
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Commercial/Business Municipal
	Agricultural
ls a sprinkler system required If yes a proposed design plan backflow prevention device.	for fire protection? Yes No No of the system must be submitted including required flows, required pipe size, and size and
Dackilow prevention device.	
Is a flow test/s required?	Yes No
	separately at the current rate per flow test.
s there an existing or propos	ed automatic lawn irrigation system? Yes X No On separate well
Has a sketch or plot plan hee	n provided showing the location of the septic system, automatic lawn irrigation system and any
known or proposed additions	to the existing building? Yes No ********Plot Plan Requested
	orm is to be completed and all Fees, charges, and required documentation must be received
	and on I also understand that I have from April 1St to November 15t of the same
	detects complete the installation of this application shall be fluit and void and the commentary
Development charge forfeited.	In addition, I acknowledge receipt of the Townsend Water Department's current Rules and Regulations
	Signature of Ownery Applicant Date /
-A-1AA	BOARD OF WATER COMMISSIONERS
	I I BOARD OF WATER COMMENT
Intel Tel	Vice Chairman
HATTITUS Chair	nan Atting w



Proposal for the Town of Townsend, MA

Positions/Locations

Our company provides temporary, temp to hire and direct placement services for the following positions:

Office support clerks including file/scanning/copy clerks
Administrative Assistants
Receptionists
Human Resource professionals
Accounting/Finance professionals
Customer Service/Inside Sales Representatives
Buyer/Purchaser
Executive Assistants
Warehouse/Inventory Control

Services Provided for Candidates HW Staffing Solutions, Inc. sources

Each candidate presented to Town of Townsend will be interviewed and evaluated by one of our staffing consultants. The process will include:

- Completion of pre-application paperwork including reference release form
- A thorough in-person interview
- Wonderlic Assessment, if applicable
- Computer Skills Assessment, if applicable
- Reference Checks
- Orientation
- I-9 form form and e-verify

HW Staffing Solutions, Inc. prides itself on delivering prompt service and high quality candidates. We will make every effort to fill positions within one business day of the request, but will be able to fill the majority of your office positions within 3 business days. We will provide timely updates to the recruiting contact regarding our efforts.

Our guarantee

We will provide an 8 hour guarantee on all of the employees we place. We will check on the first day to ensure the employee arrives safely and on time and will check in at the end of the first day to make sure the supervisor was happy with the employee's work performance. If the supervisor is not satisfied with the employee's performance, Fairpoint will not be charged for the day, we will of course, pay our employee and we will make a replacement.

Our rates

Our mark-up will be 45% plus the 2% ACA surcharge for candidates recruited and sourced by HW Staffing Solutions, Inc. The mark-up will be 29% plus the ACA Surcharge if you source and refer the employee directly to HW Staffing.

Example

HW Staffing finds candidate: Hourly rate to temporary employee is \$15.00 and bill rate to the town is \$21.75 plus 2% ACA fee.

Town of Townsend finds candidate: Hourly rate to temporary employee is \$15.00/hour and bill rate to the town is \$19.35/hour plus 2% ACA fee.

The bill rate includes the following:

- Payrolling of the temporary employee
- All tax deposits and filing of quarterly returns
- State Unemployment Tax
- Federal Unemployment Tax
- Employer's share of FICA tax
- Benefits to Employees which include sick pay and Health benefits (if eligible)
- Business Liability and Workers' Compensation Insurance
- Excess Liability Policy
- Bonding
- Overhead
- Administrative Expenses
- Umbrella policy
- Profit

In the event Town of Townsend would like to convert a temporary employee to their payroll, you may do so without paying a buyout fee once an individual has worked 520 regular hours. If you would like to convert the individual prior to 520 hours, the following fee schedule applies:

After 80 hours	\$5,000.00
After 160 hours	\$4,000.00
After 240 hours	\$3,000.00
After 320 hours	\$2,000.00
After 400 hours	\$ 1,000.00
After 480 hours	\$ 500.00

A fter	520	hours
AHE		HUHHS

NO FEE CHARGED

No conversion period will apply if you refer the individual directly to HW Staffing Solutions.

TOWN OF TOWNSEND SUMMARY SHEET FOR THE CAPITAL IMPROVEMENT PLAN OF FISCAL YEAR 2017- 2021 DEPARTMENT NAME:

FY	Dept.								
Req'd	Priority	Project/Equipment Title	FY 17	FY 18	FY 19	FY 20	FY 21		Total
17	2	Repairs and Upgrades to Witch's Brook Well # 1	40,000					\$	40,000
17	1	Construct and develop well to replace existing well	300,000					\$	300,000
		to address a water quality issue						\$	-
17	1	Rehabilitation and maintenance of Fitchburg Rd.	400,000					\$	400,000
		storage tank						\$	-
19	3	Main St. Pump Station Replacement Well Development, Wellfield			1,000,000			\$	1,000,000
		decommissioned, and Pump Station Modifications						\$	•
18	2	Emery Rd. to South Harbor Rd. Water Main Loop		1,500,000				\$	1,500,000
								\$_	•
		Highland St. Coating-to tank						\$	-
		Inodific Vent - uparade)			\$	_
		V J		. /	· .			\$	_
								\$	
								\$	
								\$	
								\$	
								\$	
		Total All Projects & Equipment	\$ 740,000	\$ 1,500,000	\$ 1,000,000	\$ -	- \$ -	- \$	3,240,000

Adl.

Department Head Signature

Date Submitted

Facilities Capital Inventory

	Capital Facilities Inventory	Form	Department			
	Capital Planning Comm	ittee	Date	3/5/2016		Target date replacement
	Facilty Name/Adress	Year Acquired Year Built	Latest Improvements	Condition	Extent of Use	or Expansion
1	Water Dept. Office, 540 Main St., West Townsend	1988	Roof replaced w/rubber roof 1994, Siding replaced w/vinyl siding 2005	3	daily	unknown
2	Main St, Pumping Station & 2 bay Garage 512 Main St.	1934	Maintenance as needed	4	daily	unknown
3	Cross St. Pumping Station, Off Cross St.	1980	Maintenance as needed	4	daily	unknown
4	Harbor Trace Pumping Station, 25 Harbor Trace Rd.	2006	Maintenance as needed	4	daily	unknown
5	Witch's Brook Pumping Station # 1, 14 Ash St.	1980	Chain Link Fence Installed around Pump station 2008	4	daily	unknown
6	Witch's Brook Pumping Station # 2, 14 Ash St.	1972	Chain Link Fence Installed around Pump station 2008	4	daily	unknown
7	Garage, 14 Ash St.	1987	None planning to tear down	3	storage	None
8	Storage Tank, Highland Street	1979	Installed mixing system 2012, Cleaned and inspectedin accordance with state and federal regulations	4	deile.	unknown
			Installed mixing system 2015, Cleaned and inspectedin accordance with state and federal regulations.		daily	unknown
9	Storage Tank, Fitchburg Rd.	1934		4	daily	
10	Booster Pumping Station, 88 West Meadow Rd.	1995	Maintenance as needed	4	daily	unknown
11		-				
12						
13						
14						
15						
16				-		
17						
18						
19						
20						
21						
22		-				
23	Condition Rating Scale 5 - Very Good 4 - Good 3 - Fair					

Equipment/Vehicle Capital Inventory

Capital Equipment Vehicle Inventory Form Department Water											
	Capital Planning Commit	tee		Date	Target date replacement						
	Equipment or Vehicle	uipment or Vehicle Year Acquired		Latest Improvements	Condition	Hours of Use	or Expansion				
1	2016 Ford Fusion	Dec-	15		5	4 hrs./day	FY 21				
2	2015 4WD Cheverolet 2500 Silverado Utility Truck	Jan-14		Jan-14		Jan-14			5	6 hrs./day	FY 23
3_	2002 4WD Ford F-450 1 Ton Dump Truck	Dec-01		Dec-01		Dec-01		Replaced Dump Body 2013 Body Work on Cab 2014	4	As needed	FY 19
4	2005 John Deere 4WD 310SG Backhoe	Mar-05		Mar-05		Regular Maintenance	4	As needed	FY 22		
5	Sullivan Air Compressor Tow Behind	1996		1996		Regular Maintenance	4	As needed	Unknown		
6			- ··								
7											
-8											
9						· · · · · · · · · · · · · · · · · · ·					
10		·									
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22											
23	Condition Poline Scale										

Condition Rating Scale 5 - Very Good 4 - Good 3 - Fair

^{2 -} Poor 1 - Not Usable

TOWN OF TOWNSEND CAPITAL PLANNING COMMITTEE FORM A - CAPITAL PROJECT REQUEST

1. Department	Water				2. Date:	3/5/201	6		
3. Contact Person	& Title				4. Phone:	Extension	n.		
Paul Rafuse, Supe					978-597-2212		111.		
5. Project Title:	miteriaent				6. Contact Email Address:				
Emery Road to So	uth Harbor Road	l Water Main I	oon		prafuse@townsend.ma.us				
7. Purpose of Proj			_оор		<u> </u>	Requested in C	IP:		
() Add a New F	•	•			1	•			
() Modify a Pro	•				Department Priority:				
(√) Resubmit Previous Project Request					2				
If Prior Unfunded Request, What FY 1st Submitted?					10. Estimated Useful Life in Years:				
	94004		· · · · · · · · · · · · · · · · · · ·	indefinite					
11. Description/Jus	tification (attach	any relevant	background	inform	ation):				
This project is beneficial to the distribution systembecause it would improve water quality by creating a loop and									
eliminating two dead ends in the system. Also, it would provide another main supply line parallel with Main St.									
on the South side i									
lights. Although the							ditior	า	
source of supply fo	r the Harbor are	a and custome	ers on the S	outh si	de of the Squanı	nacook River.			
12. Need for Consu	Itant Advisory S	ervices? (che	ck): (√) Ye	es ()No				
13. Month & Year P	Project Will Begin	n If Funded? u	nknown Mo	nth & Y	ear Project Will	End If Funded u	nkno	<u>wn</u>	
					······································				
14. Estimated Capit	tal Costs:				T	T	Т		
14. Estimated Capit	FY 2017	FY 2018	FY 2	n19	FY 2020	FY 2021		TOTAL	
Planning & Design	7 . 2011	1 1 2010	 		1	112027	 	. 0 17 12	
Land Acquisition							┼─		
					<u> </u>		+		
Site Development	 	4.500.00	<u> </u>			 	╁	4 500 000	
Construction		1,500,00	<i>3</i> 0			<u> </u>	┿	1,500,000	
Other (specify):		A 4 500 00	0 0		<u> </u>		 	4 500 000	
TOTAL	\$ -	\$ 1,500,00	0 \$		\$ -	\$ -	\$	1,500,000	
45 5 11 1 11 15			140 5 "		11.5% 1 0 14				
15. Estimated Net E	•): 16. Estin	nated N	Net Effects On M	lunicipal Revenu	e (+/-):	
	One-Time \$	Annual \$							
Personnel			17. Reco	ommen	ded Financing S	Ource (if known):			
Utilities									
Supplies									
Other (specify):			18. Sign	ature:					
TOTAL	\$ -	\$ -	–						
Notes (reserved):		•						· · · · · · · · · · · · · · · · · · ·	

For Capital Committee Use Only: Estimated Annual Debt Service (Initial Fiscal Year):

Recommended Number of Years (if any): Maximum Number of Years Allowed:

Statutory Reference: Date Estimated Provided:

TOWN OF TOWNSEND CAPITAL PLANNING COMMITTEE FORM A - CAPITAL PROJECT REQUEST

Department	Water			2. Date:	3/5/2010	6			
3. Contact Person	& Title:			4. Phone:	Extensio	n:			
Paul Rafuse, Supe				978-597-2212					
5. Project Title:		Station replaceme	nt well	6. Contact Email Address:					
development, Wellfie	-	•		prafuse@townsend.ma.us					
7. Purpose of Proj				8. Fiscal Year Requested in CIP:					
() Add a New P	•	•		19					
() Modify a Pro				9. Departmen	Department Priority:				
(√) Resubmit P	•			3					
If Prior Unfunded Ro	•	•		10. Estimated Useful Life in Years:					
			indefinite						
11. Description/Jus	stification (attach	any relevant ba	ckground information):					
			d and permitted by the		to replace the e	existing			
			vellfield that consists o						
maintain and is ver	y close to a brod	ok. Each well wo	uld need to be filled w	ith cement. The	replacement we	ll would			
need to be develop	ed and connect	ed to the existing	g pump station with a r	new supply mair	n. Modifications to	o the			
existing pump station	on would consis	t of removal of e	xisting pumps, priming	g system compo	nents, and contr	ol panel.			
			ntation and controls. T						
			le source and eliminat	e the possibility	to impact or be i	mpacted			
by surface water (t	prook that surrou	unds the propert	y).						
-		_							
12. Need for Consu				() No					
13. Month & Year P	Project Will Begi	n If Funded? <u>unk</u>	known Month & Year F	Project Will End	If Funded <u>unkno</u>	<u>wn</u>			
14. Estimated Capit	tal Costs:								
·	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	TOTAL			
Planning & Design									
Land Acquisition									
Site Development									
Construction			1,000,000			1,000,000			
Other (specify):									
TOTAL	\$ -		\$ 1,000,000	\$ -	\$ -	\$ 1,000,000			
	<u> </u>	<u> </u>			<u> </u>	<u> </u>			
15. Estimated Net E	ffects on Opera	tion Costs (+/-):	16. Estimated Net Ef	fects On Munici	pal Revenue (+/-)	:			
	One-Time \$	Annual \$,				
Personnel			17. Recommended F	inancing Sourc	e (if known);				
Utilities			1	g	- (
Supplies			1						
Other (specify):			18. Signature:						
TOTAL	\$ -	\$ -	To. Signature.						
Notes (reserved):	Ψ -								
ivoles (reserveu):									
•									

Estimated Annual Debt Service (Initial Fiscal Year):

Maximum Number of Years Allowed:

Date Estimated Provided:

For Capital Committee Use Only:

Statutory Reference:

Recommended Number of Years (if any):

TOWN OF TOWNSEND CAPITAL PLANNING COMMITTEE FORM A - CAPITAL PROJECT REQUEST

	Water			2. Date:	3/5/201	6
3. Contact Person	& Title:			4. Phone: Extension:		
Paul Rafuse, Supe				978-597-2212		
5. Project Title:		-		6. Contact Email Address:		
Rehabilitation and M	aintainance of the Fi	tchburg Rd. Storag	e Tank.	prafuse@town	send.ma.us	
7. Purpose of Proj					Requested in C	IP:
	Project to the CIP	` ,		17		
() Modify a Pro	ject Already in the	CIP		9. Department Priority:		
() Resubmit Previous Project Request				1		
If Prior Unfunded Request, What FY 1st Submitted?				10. Estimated Useful Life in Years:		
	_		indefinite			
11. Description/Jus	stification (attach a	ny relevant backo	round information):			
			recoating of the inte			
			otect the structural i			
			ing and have determ			
•			ucturally very good		_	20 years
			n of the existing coa			
significantly increas	se the cost by requ	iring the entire ta	nk be sand blasted	down to the meta	l surface.	
!						
12. Need for Consu	ıltant Advisory Ser	vices? (check):	(√) Yes	() No		
13. Month & Year F	Project Will Begin II	Funded? <u>unknov</u>	<u>wn</u> Month & Year Pr	oject Will End If F	unded <u>unknown</u>	
14. Estimated Capi						
•	FY 2017	FY 2018	EV/0040			
Planning & Design			FY 2019	FY 2020	FY 2021	TOTAL
<u> </u>			FY 2019	FY 2020	FY 2021	TOTAL
Land Acquisition			FY 2019	FY 2020	FY 2021	TOTAL
Land Acquisition			FY 2019	FY 2020	FY 2021	TOTAL
	400,000		FY 2019	FY 2020	FY 2021	TOTAL 400,000
Land Acquisition Site Development Construction	400,000		FY 2019	FY 2020	FY 2021	
Land Acquisition Site Development Construction Other (specify):			FY 2019			400,000
Land Acquisition Site Development Construction	400,000		FY 2019			
Land Acquisition Site Development Construction Other (specify): TOTAL	\$ 400,000	n Costs (+/-):		\$ -	\$ -	400,000 \$ 400,000
Land Acquisition Site Development Construction Other (specify): TOTAL	\$ 400,000		16. Estimated Ne	\$ -	\$ -	400,000 \$ 400,000
Land Acquisition Site Development Construction Other (specify): TOTAL 15. Estimated Net I	\$ 400,000	n Costs (+/-): Annual \$	16. Estimated Ne	\$ -	\$ -	400,000 \$ 400,000
Land Acquisition Site Development Construction Other (specify): TOTAL 15. Estimated Net I Personnel	\$ 400,000			\$ -	\$ -	400,000 \$ 400,000
Land Acquisition Site Development Construction Other (specify): TOTAL 15. Estimated Net B Personnel Utilities	\$ 400,000		16. Estimated Ne	\$ -	\$ -	400,000 \$ 400,000
Land Acquisition Site Development Construction Other (specify): TOTAL 15. Estimated Net E Personnel Utilities Supplies	\$ 400,000		16. Estimated Ne	\$ -	\$ -	400,000 \$ 400,000
Land Acquisition Site Development Construction Other (specify): TOTAL 15. Estimated Net B Personnel Utilities Supplies Other (specify):	\$ 400,000 Effects on Operation One-Time \$	Annual \$	16. Estimated Ne	\$ -	\$ -	400,000 \$ 400,000
Land Acquisition Site Development Construction Other (specify): TOTAL 15. Estimated Net B Personnel Utilities Supplies Other (specify): TOTAL	\$ 400,000		16. Estimated Ne	\$ -	\$ -	400,000 \$ 400,000
Land Acquisition Site Development Construction Other (specify): TOTAL 15. Estimated Net B Personnel Utilities Supplies Other (specify):	\$ 400,000 Effects on Operation One-Time \$	Annual \$	16. Estimated Ne	\$ -	\$ -	400,000 \$ 400,000
Land Acquisition Site Development Construction Other (specify): TOTAL 15. Estimated Net B Personnel Utilities Supplies Other (specify): TOTAL	\$ 400,000 Effects on Operation One-Time \$	Annual \$	16. Estimated Ne	\$ -	\$ -	400,000 \$ 400,000

For Capital Committee Use Only:

Recommended Number of Years (if any):

Statutory Reference:

Estimated Annual Debt Service (Initial Fiscal Year):

Maximum Number of Years Allowed:

Date Estimated Provided:

TOWN OF TOWNSEND CAPITAL PLANNING COMMITTEE FORM B - EQUIPMENT PURCHASE/LEASE REQUEST

Department Water				2. Dat	e: 3/5/201	6
3. Contact Person & Title:				4. Pho	ne. Ex	tension:
Paul Rafuse				978-597-2212	toriori.	
5. Project Title:			ntact Email Addres	s:		
Purchase 4WD 1 Ton Dump Truck	:			1 '	prafuse@townsen	
7. Purpose of Equipment Request		check):			cal Year Requeste	
() Add a New Equipment to the		,		19		
() Modify a Equipment Already		IP		9. Department Priority:		
(v) Resubmit Previous Equipm	ent Red	luest		2		
If Prior Unfunded Request, What FY 1s		10. Form of Acquisition (check):				
				(√) Purchase () Lease () Lease/Purchase		
11. Purpose of Expenditure (check	all appl	icable):				
() Increased Safety/Emergency			() Reduce Pers			ed Service
() Mandated by Federal, State, or Local L	aw		(√) Scheduled I			
() Improve Procedures, Records, etc.			() Replace Wor	n-Out Equi	pment () Present	Equipment Obsolete
12. Number of Units Requested:	1		13. Number o	f Similar	Items in Inventory	r. 0
	•					
14. Cost of Purchase or Annual Le	ase:			1	15. Estimated Use	eful Life in Years:
Per Unit: \$ <u>50,000.00</u>	_	Total:\$	50,000.00	_	10	
16. Description/Justification (attack	anv rel	evant backgr	ound informatio	n):		
This is to replace our existing 2002					structio and hauling	naterial.
						,
47. Darland English (16.11)					D.1El	1-
17. Replaced Equipment (if any):	Λ	N4:1	Maintanana	Casta	Prior Fiscal Year # of Breakdowns	Rental Costs
Item Make A.	Age T	Mileage T	Maintenance	Cosis	# OI Dreakuowiis	Rental Costs
<u>^</u>	1					
B.	 					<u> </u>
18. Recommended Disposal of Re	placed E	=quipment (ch	neck):			
(√)Trade-In ()Sale		() Possible	Use by Other A	gencies	() Other	
19. Estimated Net Effects on Futur	e Onera	ting Costs (+/	/ <u>-</u>)·	20 Re	commended Final	ncing Source (if known):
10. Edimotod Pot Endote diri didi	•	ie-Time \$	Annual \$	20. 110	oommondod i ma	ionig course (ii kiiowii).
Personnel	T	ic inic v	Tunidai ψ	1		
Utilities	 			1		
Supplies			-	1		
	 			04 0:-		
Other (specify):	 	50.000	<u> </u>	21. Sig	gnature:	
TOTAL	\$	50,000	\$ -	<u> </u>		
Notes (reserved):						

For Capital Planning Committee's Use Only: Recommended Number of Years (if any):

Statutory Reference:

Estimated Annual Debt Service (Initial Fiscal Year):

Maximum Number of Years Allowed:

Date Estimated Provided:



TOWNSEND WATER DEPARTMENT

540 Main Street West Townsend, Massachusetts 01474

Michael MacEachern, Chairman

Niles Busler, Vice-Chairman

Nathan Matilla, Clerk (978) 597-2212

Fax (978) 597-5611

Paul L. Rafuse, Water Superintendent

MEMORANDUM

James Kreidler, Town Administrator TO: Board of Selectmen Don Klein, Chairman Finance Committee Capital Planning Committee

FROM: Board of Water Commissioners

Townsend Water Department

Request for Consideration and Approval of Emergency Capital Projects RE:

DATE: March 14, 2016

Having been made aware at the March 8, 2016 Board of Selectmen's meeting that because of the uncertainty of the Capital Planning Committee that Capital Improvement Projects would be pushed off until the Fall Town Meeting. We respectfully request that the attached projects be considered emergency projects and approved as such by the Board. We currently have the funds available for these important projects, not including the still unknown certified surplus from fiscal year 2015.

It should be noted that one of the projects involves one of our storage tanks which will require it to be out of service therefore, timing of the year is critical as May - September is typically a period of high demand requiring both tanks to in service for customer use and fire protection.

We ask for the Board's anticipated cooperation and approval of these important projects.

2016 Capital Emergency Projects

1. Repair and maintenance of the Fitchburg Road Storage tank

This tank is the original tank in the distribution system constructed and put on line in 1934. It is a 500,000 gallon riveted steel tank. We've routinely cleaned and inspected the tank as required by the DEP every 2-3 years. All inspections have found the tank in structurally good shape. The most recent inspection performed identified a couple of areas of concern from a sanitary perspective that we are addressing immediately involving some repair work (2 open holes on the roof from missing bolts) and modifications to the roof hatch estimated to cost under \$10,000.00.

The reason for our request of the Board of Selectmen to consider this project an emergency is due to the life span of the existing interior and exterior coatings. It has been approximately 20 years since the tank has been painted. That being said, recent adhesion tests have determined that the coatings are currently maintaining adequate protection to the surfaces. However, beyond 20 years runs the risk of losing adhesion of the coatings to the surface. Once the adhesion fails the project becomes a total rehabilitation and increases the cost significantly. The Board of Water Commissioners would like to be proactive and address this issue as a recoating project and put this out to bid immediately so the project can be completed before we reach peak demand season. The projected cost could be \$200,000-\$300,000.

2. Cross Street Well Water Quality Issue

This well was constructed in 1980. It has been our lowest producing source but, has always provided very good quality of water. The well has been offline several months. After having the well cleaned and inspected about a year and a half ago we began receiving complaints of taste, odor and, slight discoloration of the water in a couple of homes in close proximity to the well. Routine testing showed no sign of any type of bacteria however, we did discover immediately after the well was cleaned and inspected that the Iron and Manganese levels increased dramatically. We had the well inspected and treated with a chemical called Pantonite that has been very successful in treating and reducing levels of Iron and Manganese. After treatment and pumping the well to waste for some time, levels of Iron and Manganese had significantly reduced. We put the well back on line for only a short time when we received several complaints of discolored water. We immediately took the well offline and the discolored (rusty) water complaints stopped and, the well has been offline since. We had taken specialty samples and sent them to a lab in Kansas that specializes in identifying many types of Iron bacteria and Manganese. The report found that the issue seemed confined to the immediate area of or within the well instead of out in the formation (acquifer). They recommended a low dose treatment of Chlorine however, we are leaning toward the recommendation of our engineers to hopefully develop a new well close by (within 250 ft.). We feel this may be our more cost effective option. Again, as one of our long time sources we consider this a priority. The project is estimated to cost \$200,000-\$300,000.

3. Repairs and improvements to our Witch's Brook (Timberlee Park Well) This well is one of two wells that are 300 ft. apart within the Timberlee Park development. This well has also been offline since the fall of 2014 due to significant damage caused from a

lightning strike. We took the opportunity to not only begin making the repairs but make some improvements as well. Our own personnel have replaced the entire discharge pipe inside the building coming from the well and also replaced a check valve and master meter. Also, Water department personnel installed underground conduit for SCADA, back up power generation and, 3 phase power. Because of prior improvements and upgrades done on the adjacent well that increased output our focus was on other projects. In the interim we unexpectedly lost our Cross St. well so, getting these two sources back on line is now a priority. The projected cost for this project is \$200,000-\$300,000.

SYSTEM IMPROVEMENT PROJECTS

Note: The projects listed are projects that are expected to cost less than \$10,000 and Capital

Projects expected to cost \$10,000 or more.

Facility Projects

Capital Projects

		Capital Projects	
Location	Projects Under \$10,000	\$10,000 or More	Notes
Office		Generators: New Install/Replcmt.	New Installation
Main St. Station			New Installation
Cross St. Station			Replacement
Witch's Brook Well 2			Replacement
Main St. Station	1. Upgrade Chem. Fill Pipe to S.S. &	1. Upgrade Well site To site 3-98 &	
	Install Vent.	Decommission Wellfield	
	2. Install Day Tank (Chem Feed)		
Cross St. Station	1. Upgrade Chem. Fill Pipe to S.S. &	1. Install Replemt Well or Treatment	
	Install Vent.	to Resolve Water Quality Issue	
		2. Install Day Tank (Chem Feed)	7
Harbor Trace	1. Incease size of S.S. Boxes around		
	Chem. Fill Valves Outside		
	2. Remove Chart recorder		
	3. Reconfigure Feed to PH Probe		
	4. Install Twist type electrical		
	interlock recepticle to prevent overfeed		
Witch's Brook Well 1		1.Complete repairs and improvements	
		to put well back on line.	
		2. Increase size chem. bulk tank and	
		install day tank	
		3. Repair fence around well.	
		4.Retro fit chem fill line to outside of bldg.	
Witch's Brook Well 2		Increase size chem. bulk tank and	
W.1331 0 23031 W 212 12		install day tank	
		2. Repair roof.	7
		3.Retro fit chem fill line to outside of bldg.	
Fitchburg Rd. Storage Tank	1.Roof, Vent and, Hatch repairs	Recoating inside and outside	
		2. Install UV protection.	
Highland St. Storage Tank	Pressure wash outside of tank.	1. Recoat inside of tank	
		2. Install UV protection.	7
		3. Install fence around tank and vault.	
Booster Station W. Meadow Rd.		1. Upgrade pumps.	

SYSTEM IMPROVEMENT PROJECTS

Note: The projects listed are projects that are expected to cost less than \$10,000 and Capital

Projects expected to cost \$10,000 or more.

System Projects

Location	Projects Under \$10,000	Capital Projects \$10,000 or More	Notes
Various Roads		1.Replace/discontinue old 6" cast iron main.	
Meadow Rd.		2. Replace section of main on Meadow Rd.	
Timberlee Park	 Finish locating, straightening and, cleaning out main line gates. Locate and bring to surface curbstops. 	-	
System	Install main line isolation gates Hydrant repair/replacement Install hydrant isolation gates		



29-0354-00 March 14, 2016

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

Re: Proposal for Engineering Consulting Services for Various Projects

Dear Mr. Rafuse:

Tighe & Bond is pleased to provide this proposal to the Townsend Water Department for engineering services for the three projects identified in your February 7, 2016 letter. These projects will address existing issues identified at the Fitchburg Road Tank, the Cross Street Well, and Witch's Brook Well 1.

Background

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

<u>Cross Street Well</u> – The Cross Street Well was cleaned and redeveloped in December of 2013. Approximately 6-8 months after the cleaning, complaints of musty odor and particles in the water were reported by customers near the Cross Street Well. Upon inspection it was determined that the well was producing water with elevated levels of iron and manganese. It is believed to be a result of the cleaning and redevelopment process from December 2013. The well was treated with Pantonite in February 2015 in an attempt to address the elevated levels of iron and manganese. After the Pantonite cleaning, the iron and manganese concentrations have been reduced, but remain above the secondary maximum contaminate levels (SMCLs) of 0.3 mg/L and 0.05 mg/L for iron and manganese respectively. Table 1 summarizes water quality concentrations with pre versus post Pantonite treatment:

Table 1 - Cross Street Water Quality

Contaminant	Pre-Pantonite 2/24/15 (mg/L)	Post-Pantonite 2/26/15 (mg/L)	6/11/15 (mg/L)
Iron	1.8	0.85	0.34
Manganese	0.12	0.092	0.071

After operating for approximately one month, widespread rusty water complaints were reported. The Cross Street Well water was then analyzed by Water Systems Engineering (WSE), which specializes in recommending treatment for the specific types of iron bacteria. WSE has provided the Town with a report dated November 19, 2015 with the results of the sampling and recommended treatment. Based on the information reviewed to date, it is our opinion that a replacement well may be needed.

<u>Witch's Brook Well 1</u> – The Witch's Brook Well 1 was struck by lightning in July of 2014. The lightning strike damaged several devices and electrical components that need to be replaced to bring the station back online. In addition to replacing the damaged components, it is the intent of the Water Department to use this project to upgrade the electrical service for the entire site so that there is one primary service that powers both stations and will also allow the existing generator to provide standby power to either station in the event of a power outage.

Proposed Scope of Services

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

Fitchburg Road Tank

- 1.1 **Kickoff Meeting/Site Visit** Conduct a kickoff meeting and site visit to review the proposed work at the tank and review the site constraints for construction access.
- 1.2 **Prepare Request for Quotes** Prepare a request for quotes package that will include a locus plan, a schematic site plan and a description of the proposed improvements, which will include photos from the Utility Services inspection report.
- 1.3 **Bidding** Assist the Water Department with the solicitation of up to three quotes from qualified contractors. Review submitted quotes. Prepare a letter recommending award of the repair contract.
- 1.4 **Construction Administration** Assist in the administration of construction activities by reviewing shop drawings, and payment requests. We will conduct one site visit at the completion of the project to verify that the work was completed according to the bid documents.

Cross Street Well

- 2.1 **Kickoff Meeting/Site Visit** Conduct a kickoff meeting and site visit to review the proposed work at the well, and review the site constraints for a potential replacement well.
- 2.2 **Replacement Well Investigation** Coordinate with a licensed well driller (services to be paid directly by Water Department) to assess the potential for installing a replacement well at the Cross Street well site. Work will include review of the water quality information received from the existing observation well, and preparation of a letter report on the recommended approach.

Witch's Brook Well 1

- 3.1 **Kickoff Meeting/Site Visit** Conduct a kickoff meeting and site visit to review the proposed work. Our Electrical Engineer will review the existing equipment, damaged components, and existing electrical service.
- 3.2 **Prepare Bid Documents** Prepare bid documents suitable for use in a public bid of the proposed repairs/improvements. Documents will include plans and technical specifications. Electronic (.dwg) files of the existing electrical floor plans will be provided by the Water Department for use in preparing our plans.

-2-

Tighe&Bond

- 2.1 **Bidding** Assist the Water Department in administering the public bid of the proposed improvements. Work will include preparation of a Bid Advertisement for the Department's use in publishing in a local newspaper, advertisement in the Central Register, responding to questions from perspective bidders during the bid, attending one bid opening, review of the bids received and preparation of a Recommendation to Award letter. Tighe & Bond will provide electronic bid documents for distribution to prospective bidders on our "Projects Out to Bid" website.
- 3.3 **Construction Administration** Assist in the administration of construction activities by reviewing shop drawings, conducting periodic inspections of completed work, attend two construction progress meetings, review of contractor payment requests, and preparation of change orders if necessary. In addition, upon substantial completion we will prepare a punch list for final completion.
- 3.4 **Record Drawings** Prepare record drawings of the completed work and provide one set of documents to the Water Department.

Engineering Budget

Tighe & Bond will perform the above listed services for a lump sum fee of \$40,000.00 invoiced monthly based on percentage complete. Our fee is summarized on the following table. 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.

Engineering Budget Summary

<u>Tasks</u>	<u>Description</u>	<u>Budget</u>
1.1 - 1.3	Fitchburg Road Tank	\$6,000
2.1 - 2.2	Cross Street Well Investigation	\$4,500
3.1 - 3.3	Witch's Brook Well Design Services	\$18,000
3.4 – 3.5	Witch's Brook Well Construction Admin.	\$11,500
	TOTAL BUDGET	\$40,000

Excluded Services

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

- Conducting field site survey
- Pumping and analysis of existing Cross Street observation well (by others)
- Wetland Delineation
- Preparation of Notice of Intent

Schedule

Tighe & Bond is prepared to begin work immediately on this project. We anticipate that the field visits can be completed within two weeks, and the design documents for the Fitchburg Road Tank and Witch's Brook Well will be completed within six weeks from a receipt of authorization to proceed.





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

Very truly yours,

Tighe & Bond, Inc.

Thomas J. Mahanna, P.E.

Vice President

Tel: 508.471.9607 Cell: 978.846.0675

e: tjmahanna@tighebond.com

Louis A. Soracco, P.E. Project Manager

Tel: 508.304.6358 *Cell*: 978.501.4911

e: lasoracco@tighebond.com

ACCEPTANCE:

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

Authorized Representative	Date	

Enclosure: Terms and Conditions

J;\T\T0354 TOWNSEND WATER DEPARTMENT\PROPOSAL\TOWNSEND_MISC-SERVICE_LETTER-PROPOSAL-REV1.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.
- ${f 1.2}$ 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 performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
- 15.4 Payment Recommendations Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.
- 15.5 Record Drawings Record drawings, if required as part of ENGINEER's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

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

- 16.1 It is understood and agreed that the ENGINEER's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the ENGINEER that may be in any way connected thereto.
- 16.2 In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.

J:\000\02\AGREE\TERMS&CONDITIONS\TERMS&CONDITIONS-REV10-15.DOC



71 Concord Street
North Reading, MA 01864
Tel: 978-664-WELL (9355) Fax: 978-664-9356
www.maherserv.com

3/10/2016

Paul Rafuse
Townsend Water Department
540 Main Street
P.O. Box 17
West Townsend, MA 01474
paulr@townsendwater.ma.us
Phone - (978) 597-2212
Fax - (978) 597-5611

Proposal No.: MS-2674

RE: Cross Street Well - Sample Two 2.5 Inch Observation Wells Townsend, MA

Dear Paul,

We are pleased to submit this proposal for the above referenced project. Maher Services, Inc, (MSI), 71 Concord Street, North Reading, MA 01864, will be providing services for the project referred to as Sample Two 2.5 Inch Observation Wells, Townsend, MA. Please see the attached Quote Form for detailed pricing.

Scope of Work:

We propose to utilize a Geoprobe 7822 DP rig for the project. At agreed upon location we will drill 4" cased hole to till or refusal (estimated at 50 feet) taking continuous 3" core samples in 5 foot coring runs. If the core samples are favorable, we will then complete the core hole as a 2" test well. The test well will be constructed with 5 feet of 2" stainless steel screen with schedule 40 pvc riser to the surface. If warranted a 2 foot observation well be installed. A two hour pumping test will be performed after development. The wells will be secured at the surface with a 4" protective casing.

Prices are good for 10 days from the date of this proposal and are based upon MSI standard wage rates, unless otherwise noted. Payment are net 30 days and interest will be charged at the rate of 1-1/2% per month on any balance that remains unpaid thirty (30) days after the date of invoice. The pricing and scope of work is based upon information provided to MSI, and is an estimate only.

Site access is to be provided and maintained by CLIENT in a condition suitable for MSI's equipment. MSI is not responsible for damage to paved, grassed, or landscaped areas. MSI is not responsible for materials and items not specifically enumerated in the proposal/contract. MSI is not responsible for Federal, state or local permits and/or taxes.

Our Contract Terms and Conditions are attached hereto and by this reference incorporated into the contract. In order to proceed, please return a signed copy of the proposal along with an initialed copy of the Contract Terms and Conditions.

If you need further information please contact us.

Sincerely,

MAHER SERVICES, INC.

Reidar Bomengen

rbomengen@maherserv.com

PROPOSAL # MS-2674	
Accepted and Agreed:	
Company: Townsend Water Department	
By:	
Name: (Please Print)	
Title:	
(Please Print)	
The above individual represents that he/she is authorize CLIENT. MSI Contract Terms and Conditions must be	initialed and returned with this contract.
NO WORK ON THE PROJECT WILL COMMENCE IS SIGNED PROPOSAL/CONTRACT AND CONTRACT ENTIRETY. IF ACCEPTED AN EXECUTED COPY	TERMS AND CONDITIONS IN THEIR
ACCEPTED BY AUTHORIZED REPRESENTATI	V E
MAHER SERVICES, INC.	
By:	-
	-
By:Title:	_

Proposal No. MS-2674, Maher Services, Inc. © 2016 all rights reserved

MAHER SERVICES, INC.

CONTRACT TERMS & CONDITIONS

The CLIENT and Maher Services, Inc. (MSI) hereby agree as follows:

I. PAYMENT TERMS - The CLIENT agrees to pay MSI in accordance with the rates and charges set forth in the contract to which these Standard Conditions are appended.

Invoices will be submitted monthly or upon completion of a specified scope of service as described in the contract. Payment will be due within thirty (30) days from the date of invoice. Interest will be charged at the rate of 1-1/2% per month on any balance that remains unpaid thirty (30) days after the date of the invoice. These terms are standard unless they are amended in the proposal/letter agreement.

- 2. RIGHT-OF-ENTRY The CLIENT agrees to furnish MSI with the right-of-entry on the land or represents and warrants, if the site is not owned by the CLIENT, that permission has been granted to make site reconnaissance, surveys, borings, and other work pursuant to the scope of services in the contract. The CLIENT hereby acknowledges that certain damages may occur to areas used for access or for work. MSI will exercise due care during access and work, but cannot warrant that damages will not occur. MSI is not responsible to make repairs to damaged areas.
- 3. UNDERGROUND STRUCTURES Unless otherwise agreed, the CLIENT shall provide MSI with locations of buried utilities and other underground structures in the area of the work. MSI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by the CLIENT, then there will be a degree of risk to the CLIENT. In the absence of confirmed underground structure locations, the CLIENT agrees to accept the risk of any damages and losses resulting from the work.
- 4. DOCUMENTS All reports, design drawings, field data and notes, laboratory test data, calculations, estimates, and other documents that MSI prepares as instruments of service shall remain MSI'S property. The CLIENT agrees that MSI'S services are on behalf-of and for the exclusive use of the CLIENT for this project and that all reports and other documents furnished to the CLIENT or its agents shall be utilized solely for this project. MSI will retain all pertinent records relating to the services performed for a period of two (2) years following submission of its report or other documents.
- 5. RENEGOTIATION OF CONTRACT FOR PRESENCE OF HAZARDOUS MATERIALS If the scope of services for this Contract does not include services relating to hazardous waste, oil or other hazardous materials and if such materials are discovered during MSI'S work, the CLIENT agrees to negotiate appropriate revisions to the scope of services, the budget estimate, and the terms and conditions of the Contract. If a mutually satisfactory agreement cannot be reached between both parties, the Contract shall be terminated. The CLIENT agrees to pay MSI for all services rendered, including any costs associated with termination.
- 6. DECONTAMINATION OF EQUIPMENT AND PERSONNEL If hazardous waste, oil, or other hazardous materials are encountered during the work, the CLIENT shall provide MSI with an approved suitable area in which to decontaminate any equipment or personnel exposed to such hazardous waste, oil, or other hazardous materials.
- 7. STANDARD OF CARE MSI'S services will be performed in accordance with generally accepted practices of companies providing similar services at the same time in the same locale, and under like circumstances.
- 8. SUSPENSION OF WORK The CLIENT may, at any time, by ten (10) days written notice, suspend further work by MSI. The CLIENT shall remain fully liable for and shall promptly pay MSI the full amount for all services rendered by MSI to the date of suspension of service plus "suspension charges". Suspension charges shall include, without limitation, the cost of putting documents and analysis in order, personnel and equipment rescheduling or reassignment adjustments, and all other related costs and charges directly attributed to the suspension.

If payment of invoices by the CLIENT is not maintained on a thirty (30) day current basis, MSI may, by providing a ten (10) day written notice to the CLIENT, suspend further work until payments are restored to a current basis. In the event MSI engages counsel to enforce overdue payments, the CLIENT will reimburse MSI for all reasonable attorney's fees and court costs related to enforcement of overdue payments. The CLIENT shall indemnify and save harmless MSI from any claim or liability resulting from suspension of the work due to non-current payments.

- 9. DISPUTE RESOLUTION All claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Contract shall first be submitted to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association.
- 10. INSURANCE During performance of this Agreement, MSI will at its own expense carry Worker's Compensation Insurance/Employer's Liability Insurance within limits required by law; Comprehensive General Liability Insurance with limits of not less than \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage; and Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage.

- 11. PROFESSIONAL LIABILITY To the fullest extent permitted by law, the CLIENT agrees to limit the MSI'S liability to the CLIENT and to all contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages, arising out of or in any way related to the project or this Agreement from any cause or causes including, but not limited to, the MSI'S negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of MSI to all those named shall not exceed the total fee for the MSI'S' service rendered in the project. Under no circumstances shall MSI be liable to the CLIENT for any consequential damages, including, but not limited to, loss of use or rental, loss of profit or cost of any financing however caused including by MSI'S fault or negligence.
- 12. INDEMNIFICATION FOR HAZARDOUS MATERIALS The CLIENT agrees that MSI has not contributed to the presence of hazardous wastes, oil or other hazardous materials that may exist or be discovered in the future at the site and that MSI does not assume any liability for the known or unknown presence of such materials.

Therefore, the CLIENT shall defend, indemnify, and hold harmless MSI, its consultants, agents, and employees from and against all claims, damages, losses, and expenses including defense costs and lawyer's fees that result from the actual alleged or threatened discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant, asbestos in any form, asbestos or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil or other hazardous material. The CLIENT shall be liable under this paragraph for claims, damages, losses and expenses including defense costs and attorney's fees, unless such claims, damages, losses and expenses are caused by MSI'S sole negligence.

13. PUBLIC RESPONSIBILITY - The CLIENT acknowledges that the CLIENT or the Site Owner, as the case may be, is now and shall remain in control of the Site for all purposes at all times. Except as required by law, MSI does not undertake to report to any federal, state, county, or local public agencies having jurisdiction over the subject matter any conditions existing at the Site from time to time that may present a potential danger to public health, safety, or the environment. The CLIENT agrees to timely notify each appropriate federal, state, county, and local public agency, as required by law, of the existence of any condition at the Site that may present a potential danger to public health, safety, or the environment.

Notwithstanding the provisions of the foregoing, MSI will comply with subpoena, judicial orders or government directives and federal, state, county and local laws, regulations and ordinances, and applicable agencies of findings with respect to potential dangers to public health, safety, or the environment. MSI shall not have liability or responsibility to the CLIENT or to any other person or entity for reports or disclosures made in accordance with such statutory or other lawful requirements. The CLIENT shall defend, indemnify, and hold MSI harmless from and against any and all claims, demands, liabilities and expense, including reasonable attorneys' fees, incurred by MSI and arising directly or indirectly in connection with MSI'S reporting such information under a bona fide belief or upon advice of counsel that such reporting or disclosure is required by law.

Maher Services, Inc.

71 Concord Street North reading, MA 01864

Tel: 978-664-WELL (9355) Fax: 978-664-9356

Proposal MS-2674.xls

P: 54 P: W	3/10/2016 Paul Rafuse Townsend Water Department 540 Main Street P.O. Box 17 West Townsend, MA 01474 paulr@townsendwater.ma.us Phone - (978) 597-2212		Proj		t Well I Servic oss Stre	es
item	Description		Estimated Quantity	Unit Cost	Tax able	Total
1	Mobilization and demobilization		1.00 ls	\$ 750.00	\$	750.00

Item	Description	1	Estimated Quantity		Unit Cost			Total
1	Mobilization and demobilization	1.00	y Is	\$	750.00	able	\$	750.00
2	7822-DT35 Soil Sampling System	100.00	ft	\$	30.00		\$ \$	3,000:00
3	Installation of well material	100.00	ft	\$	5.00		- -	500.00
4	2" Stainless Steel Screen	10	ft	\$	35.00	v	\$	350.00
5	2" Schedule 40 PVC Riser	84	ft	\$	4.00	V	\$	336.00
6	End Plug	2	ea	\$	15.00	v	\$	30.00
7	4" Protective Casing	2	ea	\$	200.00	У	\$	400.00
8	Geoprobe DT45 PVC Liners	10	ea	\$	15.00	V	\$	150.00
9	Development and Pumping	4	hrs	\$	130.00		\$	520.00
10	MA DEP Secondary Contaminant	2	ea	\$	160.00		\$	320.00
11	Hydrogeologic Supervision	2	hrs	\$	150.00		\$	300.00
	_							
•	E	stimated Sub1	rotal		 		\$	6,656.00
	E	stimated Sales	Tax		6.25%	_	\$	34.38
		Cationated 7	احدما			•	•	6 600 39

Estimated Total \$ 6,690.38

16.1 Supt UpDATES + Rpts.

Technologies, Inc

March 14, 2016

Paul Rafuse Townsend Water Department P.O. Box 17 Townsend, MA 01469 978.597.2212

Re: Directional Drilling Proposal Water Main, Townsend, MA

Dear Paul,

Thank you for contacting Directional Technologies, Inc. (DTI) for your directional drilling needs. DTI has the trained personnel and the experience in directional drilling to support your Water Main project in Townsend, MA.

DTI understands that this project consists of drilling and installing approximately 1,000 feet of 12 inch HDPE SDR-11.

Townsend Water Department will be responsible for the following items:

- Locate, mark, and visually verify depths of all utilities, add DTI to DIG SAFE ticket¹
- Project coordination, including site access and traffic control
- Provide adequate water supply via water hydrant within 1 mile of job site
- Supply all HDPE pipe fused and pressure tested
- Supply a backhoe to excavate an entrance and exit pit and assist in pipe handling
- Supply Vac-Truck if and when needed
- Properly dispose of drilling "mud" and fluids²
- All permits and licenses
- Restore site

The cost for DTI to complete the work is as follows:

Drill and Install approximately 1,000 feet of HDPE SDR-11 \$83,000 Mobilization and Demobilization \$6,500

Total Estimated Cost

\$ 89,500

¹ DTI cannot assume responsibility for structures or utilities that have been improperly located or unidentified.
² DTI will not assume ownership of any hazardous materials generated as part of this project.

This proposal is valid for 30 days. Full payment is due upon completion; late charges will include interest, cost of collections and attorney's fees. DTI must be notified in writing within 24 hours of the occurrence for any back charges or offsets.

The expected soil conditions are sand and gravel. If other soil conditions are encountered such as rock, cobble, or undrillable obstructions, DTI will make two attempts to get around the obstruction. If unsuccessful, all work will stop and a change order will be required. DTI is not responsible for hitting any unmarked or improperly marked utilities. If the bore is canceled due to ground conditions, the day rate charge of \$6,500 will apply for each day the rig is at the site. A re-mobilization charge will apply if work stops and continues at a later date.

The expected execution date is Summer 2016. A standby charge of \$6,500 per day will apply if the work is delayed due to others. DTI understands that this is a prevailing wage job. This proposal includes working normal business hours, Monday through Friday, excluding night work and weekends.

DTI brings over 24 years of experience and installation of more than 5,000 horizontal utility conduits to your project. If you need any additional information, please do not hesitate to contact us.

Please sign below and return to acknowledge acceptance of this proposal. We look forward to scheduling a mutually convenient date and working with you on this project.

Very truly yours, **Directional Technologies, Inc.**

Glenn Nicholas Iosue, P.E. President

Authorization:

Signature	Date	
Print Name		
Title		

· VARI-TECH LLC 4545 WETZEL ROAD LIVERPOOL, NY 13090

USA

Voice: 315-622-1800 Fax: 315-622-1811

Quote Number: 12" TOWNSEND

1

Quote Date: Page:

3/14/16

18,083.75

TOTAL

Quoted To:

DIRECTIONAL TECHNOLOGIES, INC. 130 S. GERONIMO STREET, UNIT 2 MIRAMAR BEACH, FL 32550 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
DIRECT TECH	3/14/16	Net 30 Days	BILL HAINES

Quant	ity	ltem	Description	Unit Price	Amount
		12 DIPS SDR 11X50 BS	12" SDR 11 BLUE STRIPE PIPE DIPS	15.76	15,760.00
	1.00	FRT 2	F.O.B. ORIGIN. ESTIMATED FREIGHT	1,550.00	1,550.00
	2.00	MJ 12 MJ ADAPT	12" DIPS 11 MJ	109.69	219.38
	2.00	MJ 12 MJ ACC PK	12 STANDARD MJ ACC PKG	32.94	65.88
	1.00	EF 12 FRI CPLG D	12" DIPS FRIATEC ELECTROFUSION COUPLING	388.49	388.49
	1.00	FRT 2	F.O.B. ORIGIN. ESTIMATED FREIGHT FOR ABOVE FITTINGS	100.00	100.00
			*		
				0.11.1.1	40,000.75
				Subtotal	18,083.75
				Sales Tax	
				Freight	



TOWNSEND WATER DEPARTMENT 540 Main Street West Townsend, Massachusetts 01474

	<u> IacEachern, Chair</u>	man	Niles Busler, Vice	Chairman	Nathan I	Mattila, Clerk
Paul L. Rafuse, Water Superintendent						78) 597-2212 978) 597-5611
	SCHEDULE	OF BILLS RECEIV	NO. <u>16-8</u> /ABLE	 2/29/2016		
	Accountant: Treasurer:	OF BILLOTTEDE	<u></u>			
rwo thou	SAND SIX HUNDRED	The following bills	s, amounting in the a	aggregate to		
are herew	rith committed for USER CHARGES	collection. SERVICE CHARGES	CONN CHARGES	BACK FLOW	LATE <u>CHARGES</u>	
02/29/16	161.00	0.00	0.00	0.00	2503.15	
		Michael MacE	ATER COMMISSI Dechern, Chairman Vice-Chairman			

Nathan Mattila, Clerk

FISCAL YEAR 16 SUMMARY TOWNSEND WATER DEPARTMENT - ACCOUNTS RECEIVABLE February 29, 2016

UNCOLL	ECTED	FROM	JUNE 3	30, 2015

75,812.05

ONCOLLECTED I NOW SOME SO, 2013				70,012.00
CHARGED 07/01/14- 02/29/16	2/29/2016 P	Previous Balance	Total	
USER CHARGES	161.00	805,552.50	805,713.50	
SERVICE CHARGES	0.00	23,808.62	23,808.62	
CONNECTION CHARGES	0.00	16,000.00	16,000.00	
LATE CHARGES	2,503.15	11,880.14	14,383.29	
BACKFLOW SUBTOTAL TOTAL CHARGES	0.00 2,664.15	5,675.00	5,675.00	865,580.41
			 	941,392.46
RECEIVED 07/01/14- 02/29/16	2/29/2016			
USER CHARGES	65,899.24	690,166.25	756,065.49	
SERVICE CHARGES	1,033.35	23,939.05	24,972.40	
CONNECTION CHARGES	0.00	16,000.00	16,000.00	
LATE CHARGES	1,687.50	8,868.99	10,556.49	
BACKFLOW	100.00	5,470.00	5,570.00	
SUBTOTAL TOTAL RECEIPTS	68,720.09	L		813,164.38
SENT TO LIEN LIENS COLLECTED				0.00 14,512.18
ABATEMENTS				35.00
ADJUSTMENTS				-471.39 114,152.29
UNCOLLECTED			-	941,392.46
OUTSTANDING:			=	
USER CHARGES	104,087.12			
SEDVICE CHARGES	056.70			

SERVICE CHARGES 956.73

CONNECTION CHARGES 0.00

LATE CHARGES 8,903.44

BACKFLOW 205.00

TOTAL OUTSTANDING \$ 114,152.29

1:44 PM 03/02/16 Accrual Basis

Townsend Water Department Budget vs. Actual July 2015 through February 2016

	Jul '15 - Fe	Budget	\$ Over Bud
Ordinary Income/Expense			
Expense			
061.000 · General Operations 000			
061.001 · Personal Services 1			
5100 · Salaries & Wages-Water Super	46,031.20	73,900.00	-27,868.80
5110 · Salary & Wages-Oper Staff	61,691.09	148,713.00	-87,021.91
5112 · Salary & Wages-Support Staff	24,410.88	39,259.00	-14,848.12
5120 · Wages - Temp. Help	0.00	1.00	-1.00
5130 · Additional Gross	3,446.02	10,500.00	-7,053.98
5134 · Additional Gross-Reg&SpecOnc	9,100.00	13,874.00	-4,774.00
5190 · Other Stipened-Longevity	3,600.00	3,300.00	300.00
5191 · Other - Stipend BOWC	0.00	3.00	-3.00
5192 · Other-Certification/Stipend	1,000.00	1,000.00	0.00
5193 · Retirement Benefit	0.00	2,000.00	-2,000.00
5195 · Other-Clothing Allowance	268.39	3,800.00	-3,531.61
Total 061.001 · Personal Services 1	149,547.58	296,350.00	-146,802.42
061.002 · Purchased Services 2			
5210 · Energy	47,901.82	70,000.00	-22,098.18
5240 · Repair & Maint Building	1,242.71	5,000.00	-3,757.29
5245 · Repair & Maint Equipment	14,872.77	20,000.00	-5,127.23
5245100 · Repair & Maintain Equip SC	0.00	1.00	-1.00
5270 · Rentals	1,220.00	1,000.00	220.00
Total 061.002 · Purchased Services 2	65,237.30	96,001.00	-30,763.70
061.003 · Purchased Services 3			
5300 · Professional Services	13,444.73	20,000.00	-6,555.27
5300100 · Proff Service Backflow	3,250.00	6,000.00	-2,750.00
5340 · Communication	10,509.72	17,600.00	-7,090.28
5380 · Other Services	0.00	2,600.00	-2,600.00
Total 061.003 · Purchased Services 3	27,204.45	46,200.00	-18,995.55



TOWNSEND WATER DEPARTMENT 540 Main Street West Townsend, Massachusetts 01474

	<u>MacEachern, Chair</u>	man	Niles Busler, Vice	Chairman	Natha	n Mattila <i>, Clerk</i>
Paul L. Rafuse,						(978) 597-2212
Water Su	verintendent				Fax	(978) 597-5611
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1			NO. 16-8			
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į.				2/29/2016		
	SCHEDULE	OF BILLS RECEI	<u>V</u> ABLE			
To the	Accountant:					
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!		The following bills	s, amounting in the a	aggregate to		
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	SAND SIX HONDRED	SIXT 1-1-OUR AND 1	3/100	Dollars		
are herew	rith committed for					
DATE	USER	SERVICE	CONN	BACK	LATE	
DATE	CHARGES	CHARGES	CHARGES	FLOW	<u>CHARGES</u>	
02/29/16	161.00	0.00	0.00	0.00	2503.15	
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		BOARD OF V	YATER COMMISSI	ONERS		
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į		Michael MacE	chern, Chairman			
!		4.11	11 /			
1		Nfles Busler,	vice-Chairman			
		Andlau	v Milliale			
		Nathan Mattila	a Clerk			•
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FISCAL YEAR 16 SUMMARY TOWNSEND WATER DEPARTMENT - ACCOUNTS RECEIVABLE February 29, 2016

UNCOLLECTED FROM JUNE 30, 2015

75,812.05

CHARGEI	<u>0</u> 07/01/14- 02/29/16	2/29/2016	Previous Balance	Total	
	USER CHARGES	161.00	805,552.50	805,713.50	
	SERVICE CHARGES	0.00	23,808.62	23,808.62	
	CONNECTION CHARGES	0.00	16,000.00	16,000.00	
	LATE CHARGES	2,503.15	11,880.14	14,383.29	
	BACKFLOW	0.00	•	5,675.00	
	SUBTOTAL TOTAL CHARGES	2,664.15			865,580.41
	TOTAL OHAROLO				941,392.46
RECEIVE	<u>0</u> 07/01/14- 02/29/16	2/29/2016			
	USER CHARGES	65,899.24	690,166.25	756,065.49	
	SERVICE CHARGES	1,033.35	23,939.05	24,972.40	
	CONNECTION CHARGES	0.00	16,000.00	16,000.00	
	LATE CHARGES	1,687.50	8,868.99	10,556.49	
	BACKFLOW SUBTOTAL	100.00	5,470.00	5,570.00	
	TOTAL RECEIPTS	68,720.09	·		813,164.38
SENT TO	LIEN				0.00
	DLLECTED				14,512.18
ARATEME	ENTO				35.00

SENT TO LIEN LIENS COLLECTEI ABATEMENTS ADJUSTMENTS UNCOLLECTED 0.00 14,512.18 35.00 -471.39 114,152.29 941,392.46

OUTSTANDING: USER CHARGES

USER CHARGES	\$ 104,087.12
SERVICE CHARGES	956.73
CONNECTION CHARGES	0.00
LATE CHARGES	8,903.44
BACKFLOW TOTAL OUTSTANDING	\$ 205.00 114,152.29

1:44 PM 03/02/16 Accrual Basis

Townsend Water Department Budget vs. Actual

July 2015 through February 2016

	Jul '15 - Fe	Budget	\$ Over Bud
061.004 · Purchased Supplies 4			
5420 · Office Supplies	1,557.30	5,000.00	-3,442.70
5430 · Building Supplies	0.00	1,500.00	-1,500.00
5435 · Equipment Maint Supplies	0.00	1,500.00	-1,500.00
5460 · Groundskeeping Supplies	18.14	500.00	-4 81.86
5480 · Vehicular Supplies	2,907.87	8,000.00	-5,092.13
Total 061.004 · Purchased Supplies 4	4,483.31	16,500.00	-12,016.69
061.005 · Purchased Supplies 5			
5530 · Public Works Supplies	34,469.98	35,000.00	-530.02
5531 · Chemicals	8,652.34	23,000.00	-14,347.66
5580 · Other Supplies	8.25	1,000.00	-991.75
Total 061.005 · Purchased Supplies 5	43,130.57	59,000.00	-15,869.43
061.007 · Other Charges & Exp 7			
5710 · Travel/mileage-in state	209.88	1,100.00	-890.12
5720 · Out of State Travel	0.00	100.00	-100.00
5730 · Dues and Memberships	2,142.00	2,000.00	142.00
5780 · Other Charges	0.00	500.00	-500.00
5782 · Other Charges-Bank	0.00	0.00	0.00
5785 · Water Assessment D.E.P.	1,696.10	2,000.00	-303.90
Total 061.007 · Other Charges & Exp 7	4,047.98	5,700.00	-1,652.02
061.008 · Articles 8			
5850 · New Equipment	0.00	10,000.00	-10,000.00
5870 · Replacement Equipment	0.00	1.00	-1.00
5890 · Hydrants	0.00	0.00	0.00
Total 061.008 · Articles 8	0.00	10,001.00	-10,001.00

1:44 PM 03/02/16 Accrual Basis

Townsend Water Department Budget vs. Actual

July 2015 through February 2016

	Jul '15 - Fe	Budget	\$ Over Bud
061.400 ⋅ Special Projects 400			
5009 · Main St Station Upgrade	0.00	58,219.23	-58,219.23
5012 · System Enhancement	57,928.34	895,897.51	-837,969.17
5013 · Water Main Extensions	0.00	127,911.75	-127,911.75
5014 · Well Development & Exploration	0.00	6,276.29	-6,276.29
Total 061.400 · Special Projects 400	57,928.34	1,088,304.78	-1,030,376.44
061.500 · Special Articles 500			
5000 · Water Oper Emergency Res Fund	0.00	20,000.00	-20,000.00
5020 · Storage Tank Maintenance	0.00	13,883.40	-13,883.40
5050 · Water-CIP-VFD&Elec SVS Pump	0.00	25,000.00	-25,000.00
5640 · Prior Year Encumbrance	94.00	1,108.19	-1,014.19
5804 · CIP-SCADA Project	0.00	34,000.00	-34,000.00
5805-20 · Water Meter Replacements	14,419.50	30,000.00	-15,580.50
5806-20 · New Vehicle-CP-ATM 5/2015	13,667.00	20,000.00	-6,333.00
5850-20 · Equipment Replacement Fun	0.00	1,426.07	-1,426.07
5902-20 · Water-CIP-Tank Mixing System	0.00	36,250.00	-36,250.00
Total 061.500 · Special Articles 500	28,180.50	181,667.66	-153,487.16
Total 061.000 · General Operations 000	379,760.03	1,799,724.44	-1,419,964.41
061.009 · Debt Service 9			
5910 · Long Term Debt-East Side Phase1	34,349.00	34,349.00	0.00
5911 · Long Term Debt-East Side Ph 2	48,932.46	48,933.00	-0.54
5920 · Long term Interest-Phase1	8,024.79	8,562.00	-537.21
5921 · Long Term Int East Side Ph2	12,651.23	13,536.00	-884.77
Total 061.009 · Debt Service 9	145,850.00	105,380.00	40,470.00
Total Expense	525,610.03	1,905,104.44	-1,379,494.41
Net Ordinary Income	-521,457.13	-1,905,104.44	1,383,647.31

1:44 PM	
03/02/16	
Accrual Basis	

Townsend Water Department Budget vs. Actual July 2015 through February 2016

	Jul '15 - Fe	Budget	\$ Over Bud
Net Income	-521,457.13	-1,905,104.44	1,383,647.31