



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

Michael MacEachern, *Chairman*  
(978) 597-2212

Nathan Mattila, *Vice-Chairman*

Todd Melanson, *Clerk*  
Email: [water@townsend.ma.us](mailto:water@townsend.ma.us)

**WATER COMMISSIONERS MEETING MINUTES**

**May 4, 2020 – 6:00 P.M.**

**Water Department 540 Main Street, Meeting Room**

**NOTE REGARDING ACCESS AND PARTICIPATION**

Governor Baker declared a State of Emergency to respond to COVID-19 on March 10, 2020 and ordered a suspension of certain provisions of the Open Meeting Law M.G.L. c. 30A, s 20 on March 12, 2020. The Board of Selectmen closed the town offices, including boards and committee meetings consistent with the Governor's March 12th order, to public access to promote social distancing and reduce the spread of COVID-19. The Board of Water Commissioner's meetings will not be open to the public for physical attendance until further notice. The meeting will be available on Zoom. **Join Zoom Meeting**  
<https://us02web.zoom.us/j/85886823699>

**Meeting ID: 858 8682 3699.** Please log in Monday May 4, 2020 at 6:00 P.M. to participate.

**I. PRELIMINARIES:**

- 1.1 MM called the meeting to order at 6:00 P.M., 540 Main Street.
- 1.2 Roll call showed **Members Present: Michael MacEachern (MM), Chairman, Nathan Mattila (NM) Vice-Chair and Todd Melanson(TM) clerk. Guests Present: Rebecca McEnroe (RM), Ryan Lapierre, Kevin Keefe, Bobby Jones-Union Representative and Jim Blanchard.**
- 1.3 Chairman's additions or deletions. MM asked the search committee if they had made any progress on hiring a new Water Superintendent. RM stated that the committee had chosen two candidates to interview one candidate pulled out of the running and the other candidate took several days to return an email. The committee stated that they would like to re-post the position again to see if they could acquire more resumes. **TM motioned to re-advertise for the open position of Water Superintendent. NM seconded. Unanimous vote.**

**II. APPOINTMENTS-VOTES MAY BE TAKEN**

2.1

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

- 3.1 Discuss reorganizing the Board. **TM made a motion to reorganize the board as follows: Nathan Mattila, Chairman, Todd Melanson, Vice-Chair and Michael MacEachern, Clerk. MM seconded. Unanimous vote.**
- 3.2 Discuss the possibility of the public hearing being cancelled. The Board discussed the possibility of have a very large zoom meeting much like the DEP meetings. TM will contact Jennifer Pederson from DEP to inquire how to proceed with such a large zoom meeting. TM will update the Board at the next meeting.
- 3.3 Discuss overtime/comp time protocol. MM is the board member who signs payroll he asked to see the comp time sheets and was confused to see that the Tech staff was charging 7 hours of comp time to test residuals during the weekends. MM said they are required to check the stations on the weekends which is included in their \$250.00 weekly on call pay. Kevin explained the work was additional and therefore should be paid for the additional work. After a lengthy discussion between the Board, Union Rep and employees MM and the Board decided to ask the TA if they can clarify this issue in the contract. TM will contact Don Klein to start a possible discussion.
- 3.4 Discuss/Approve a 1" service to Brett King, 27 Scales Lane application #2020-3.
- 3.5 Discuss/approve addendum to the Interim Superintendents contract. Rebecca explained that she has been working over 10 hours a week to complete tasks given and rather run out of funds she would prefer to add an addition addendum. **TM motioned to approve Addendum #2 to the Interim Superintendents contract that was presented to the Board of Water Commissioners. NM seconded. Unanimous vote.**

- 3.6 Sign contract for FG Sullivan Drilling. RE Main Street well cleaning. Todd would like to discuss the issues we are having with the contracts when we meet with the TA or BOS. **TM moved to approve the revised contract for FG Sullivan Drilling. NM seconded. Unanimous vote.**
- 3.7 Discuss Lock Brook Run extension (top of West Meadow Road). Earth Tech provided us with data from twenty years ago showing a decrease in water pressure at West Meadow Estates. This would also reduce the pressure even more if the pumps at the Main Street station were to be off line. Becky will contact the conservation commission to discuss this issue.
- 3.8 Request to replace hydrant at 41 Emery Road. The Board instructed Ryan to contact the customer with their plans to repair or replace the hydrant at 41 Emery Road.
- 3.9 Review Contract approval. Rebecca has tried several times to reach out and get an update on the contracts approval process. It is extremely frustrating to get little or no response. TM suggested cc Don Klein in all emails an inviting him to participate in future board meetings.
- 3.10 Discuss Cross Charges. TM requested a copy of the draft agreement from the TA be emailed to him for review,

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

- 4.1 Todd requested that an information packet be sent to a board member if they are unable to attend. This will keep them updated.

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

- 5.1 Update on Master Plan. RM stated that they expect the Master Plan to be available by May 15, 2020.
- 5.2 Update on Main St. water main. Shepco is completing all the connections to the homes. They now need to connect the old system to the new system at the Main Street Station and flush out the hydrant. They are unable to do that at this time as they need to install another gate at the station.
- 5.3 Update on Office Assistant position. Brenda reported that and she will be conducting three interviews tomorrow morning with Terry.

**VI. OFFICE ADMINISTRATOR'S UPDATES AND REPORTS:**

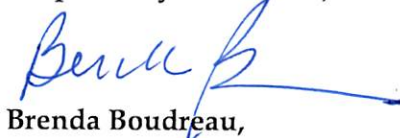
- 7.1 Schedule next BOWC meeting. The Board scheduled the next meeting on Monday, May 18, 2020.
- 7.2 Review and sign Bills Payable Warrants.
- 7.3 Review and sign Schedule of Bills Receivable report. Not available.
- 7.4 Review Accounts Receivable Report. Not available
- 7.5 Review year to date expenditures.

**ADJOURNMENT:**

**TM motioned to adjourn the BOWC meeting @8:16 P.M.**

**MM Adjourned the BOWC meeting at 8:16 P.M.**

**Respectfully Submitted,**



**Brenda Boudreau,**

**Office Administrator**





## TOWNSEND WATER DEPARTMENT

540 Main Street West Townsend, Massachusetts 01474

Michael MacEachern, *Chairman*  
(978) 597-2212

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Email: [water@townsend.ma.us](mailto:water@townsend.ma.us)

### WATER COMMISSIONERS MEETING AGENDA

May 4, 2020 – 6:00 P.M.

Water Department 540 Main Street, Meeting Room

#### NOTE REGARDING ACCESS AND PARTICIPATION

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

<https://us02web.zoom.us/j/85886823699>

**Meeting ID: 858 8682 3699.** Please log in Monday May 4, 2020 at 6:00 P.M. to participate.

- I. PRELIMINARIES:
  - 1.1 Call the meeting to order and announce meeting address.
  - 1.2 Roll call.
  - 1.3 Chairman's additions or deletions.
- II. APPOINTMENTS-VOTES MAY BE TAKEN
  - 2.1
- III. MEETING BUSINESS-VOTES MAY BE TAKEN:
  - 3.1 Discuss reorganizing the Board.
  - 3.2 Discuss the possibility of the public hearing being cancelled.
  - 3.3 Discuss overtime/comp time protocol.
  - 3.4 Discuss/ Approve a 1" service to Brett King, 27 Scales Lane application #2020-3
  - 3.5 Discuss/approve addendum to the Interim Superintendents contract
  - 3.6 Sign contract for FG Sullivan Drilling. RE Main Street well cleaning.
  - 3.7 Discuss Lock Brook Run extension ( top of West Meadow Road)
  - 3.8 Request to replace hydrant at 41 Emery Road.
  - 3.9 Review Contract approval.
  - 3.10 Discuss Cross Charges.
- IV. COMMISSIONERS UPDATES AND REPORTS-VOTES MAY BE TAKEN:
  - 4.1
- V. INTERIM SUPERINTENDENTS/FOREMANS UPDATES AND REPORTS-VOTES MAY BE TAKEN:
  - 5.1 Update on Master Plan.
  - 5.2 Update on Main St. water main.
  - 5.3 Update on Office Assistant position.
- VI. OFFICE ADMINISTRATOR'S UPDATES AND REPORTS:
  - 7.1 Schedule next BOWC meeting.
  - 7.2 Review and sign Bills Payable Warrants.
  - 7.3 Review and sign Schedule of Bills Receivable report.
  - 7.4 Review Accounts Receivable Report.
  - 7.5 Review year to date expenditures.

#### ADJOURNMENT:

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

Topic: Board of Water Commissioners Meeting

Time: May 4, 2020 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85886823699>

Meeting ID: 858 8682 3699

One tap mobile

+13017158592,,85886823699# US (Germantown)

+13126266799,,85886823699# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 858 8682 3699

Find your local number: <https://us02web.zoom.us/j/85886823699>



Pg 1

## Kevin Keefe

Date	Hours Earned	Hours Taken	Balance	Description
11/3/2018	3			3 Worked OT - Hydrant flow check
11/24/2018	3			6 Check Stations
11/25/2018	4			10 Check Station on Sunday
12/1/2018	6			16 Checked Stations and Samples
12/2/2018	4			20 Checked Stations
12/7/2018		2		18 Daughter's concert
12/7/2018	3			21 Put compressor in Garage and move dump truck
12/8/2017	3			24 Take Readings 8AM
12/9/2018	4			28 Test Chlorine Level 11:30 AM
12/9/2018	4			32 Test Chlorine Level 4:00 PM
12/15/2018	3			35 check Stations
12/15/2018	3			38 Check chlorine levels @Main St
12/16/2018	4			42 Check Stations
12/29/2018	3			45 Check Stations
1/1/2019	6			51 Stations on Holiday/Double time
1/5/2019	3			54 Stations
1/6/2019	6			60 Stations- Investigated burnt odor at Witches Brook 2
1/20/2019	10			70 445-945 Sunday Plow and take readings at stations
1/20/2019	6			76 1-4pm Sunday-Plow Ice from stations and tanks
1/21/2019	6			82 645-945 holiday-plow-check stations & fill propane
1/21/2019	4			86 2 hr min-Holiday
1/26/2019	3			89 Check Stations
2/3/2019	4			93 Stations/Data
2/10/2019	4			97 Stations/Data
2/17/2019	4			101 Stations/Data
2/18/2019	4			105 Stations/Data
2/23/2019	3			108 Check Station/ Data
2/25/2019	3			111 Back from class @ 5PM NO lunch
3/2/2019	3			114 stations
3/3/2019	4			118 stations
3/11/2019	3			121 Class in Athol
3/13/2019		1		120 left @ 2PM
3/23/2019	3			123 STATIONS
3/24/2019	4			127 STATIONS
3/25/2019	3			130 SCHOOL
3/27/2019		1.5	128.5	NMSD
3/29/2019		8	120.5	DAY OFF
4/5/2019		2	118.5	left @ 1:30
4/17/2019	1.5			120 stayed late for hydrant flushing 4/10 & 4/11
4/22/2019		2	118	
5/3/2019		8	110	Day Off
4/29/2019	3			113 back from class late
5/6/2019	3			116 Class in Athol
5/7/2019	1.5			117.5 flushing
5/13/2019	3			120.5 Class in Athol



[illegible]

Alec Gaetz

3.3

Alec pg 1

Date	Hours Earned	Hours Taken	Balance	Description
7/22/2019	0.75			0.75 worked through lunch
<del>7/30/2019</del>	3			3.75 Hydrant on Capricorn
8/1/2019	0.75			4.5 no Lunch
8/5/2019	0.75			5.25 no Lunch
8/6/2019	0.75			6 no Lunch
8/7/2019	0.75			6.75 no Lunch
8/15/2019	0.75			7.5 woked until 4 pm- floor drains
9/9/2019	8.25			15.75 Main Break
9/20/2019	6			21.75 replace 12" line gate @ meadow road3-7
9/27/2019	0.75			22.5 no lunch town hall/jefts-rusty water
9/27/2019	3.75			26.25 meadow road-Detail
10/10/2019	3.75			30 Meadow Road
10/16/2019	0.75			30.75 Meadow Road
10/15/2019	1.5			32.25 Meadow Road
10/18/2019	3			35.25 ph Alarm
10/25/2019	4.5			39.75 Harbor Lane/ No water
11/1/2019			8	31.75 day off
11/8/2019	1.5			33.25 Testing/no lunch
11/9/2019	3			36.25 Chlorine testing@ Fitch & High Tanks
11/10/2019	4			40.25 Sun-Chlorine testing@ Fitch & High Tanks
11/11/2019	4			44.25 HOL-Chlorine testing@ Fitch & High Tanks
11/22/2019			8	36.25 day off
11/27/2019	9			45.25 recharge Main St Station/ leak Wheeler Rd
11/30/2019	3			48.25 Set plow trucks up for storm
12/2/2019	1.5			49.75 Plowing
12/9/2019	7.5			57.25 Flushing West Meadow Road
12/13/2019			8	49.25 Day Off
12/18/2019	2.25			51.5 In At 6 am -snow
1/2/2020			8	43.5 Day Off
1/3/2020			8	35.5 Day Off
12/31/2019	1.5			37 Plowing
12/31/2019			1	36 Left @ 2:30
1/11/2020	3			39 2hr min-test resd at tanks
1/12/2020	4			43 2hr min-test resd at tanks -Sunday double
2/3/2020	4			47 2hr min-Sunday-High Tank Alarm
2/6/2020	0.75			47.75 Plowing
2/13/2020	1.5			49.25 Plowing
2/14/2020			3	46.25 Left @ 12:30
2/20/2020	3			49.25 Called to Bayberry Hill Road-No Water
3/4/2020			8	41.25 Day Off
3/14/2020	3			44.25 Test residues at the tank
3/15/2020	4			48.25 test residuals at tank-Sunday



Alec pg 2.

3

4

**55.25 residuals -Sunday double**

**55.25**

**55.25**

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22.22

Brenda Boudreau

3.3

Date	Hours Earned	Hours Taken	Balance	Description
6/30/2018			14.5	Balance forward
7/11/2018			0.5	14 came in at 8am
8/24/2018			1.5	12.5 Came in at 9am
8/27/2018			2	10.5 Appt 1n at 10am worked 6-630 am prior
9/6/2018	1.5			12 worked 7-4:10
9/6/2018			1	11 Left Early for Appt
9/21/2018			1	10 Left 1 hr early
9/28/2018			3	7 Came in @9:50
10/5/2018	1.5			8.5 Woked till 4:40 on 10/5/18
11/1/2018			1	7.5 left at 230
11/9/2018			4	3.5 Appt in @ 1030 - left @ 2:30 to pu Noah sic
11/10/2018	11			14.5 worked 950-4:30
11/19/2018			0.5	14 left early
11/21/2018	2			16 2 HR MIN.CONTRACT WORKED
11/27/2018	6			22 Wk 3:30-7:30
12/1/2018	9			31 Worked 10:30-4:30
1/26/2019			3	28 Appt in @ 10:30
4/19/2019			1	27 left early
6/1/2019	10			37 Worked 7 hours on Sat 6/1/19
6/26/2019			3	34 Appt in @ 1030
7/1/2019			0.5	33.5 in @ 8
7/2/2019			0.5	33 in @ 8
7/24/2019			3	30 in @ 10:30
8/6/2019			0.5	29.5 In @ 8
8/13/2019			0.25	29.25 in @7:45
8/19/2019			0.5	28.75 cat died
8/23/2019			0.5	28.25 in at 8:00:00 AM
8/28/2019			1	27.25 Left @ 230-Appt
9/26/2019			2.5	24.75 Appt @ 8am back @10
10/10/2019			1.25	23.5 LEFT FOR AAT AT 230 IN @745
10/23/2019			0.5	23 in @ 8
10/18/2019	0.75			23.75 worked until 4pm Spoke with Commissioner by phone after
10/22/2019	2			25.75 hours. 4:15 PM
11/19/2019			4.5	21.25 Appt in Franklin
12/10/2019			0.5	20.75 10 min late 12/9 & 2o late 12/10
12/6/2019			1.75	19 left at 1:45 to visit cousin in hospice
2/10/2020	4.5			23.5 Meeting during Bereavement Leave
2/19/2020			2.5	21 Appt in Franklin-in @ 10:30
2/28/2020			2	19 furniture delivery left @115
3/3/2020			0.5	18.5 Left early to vote/wake
4/17/2020	0.75			19.25 worked till 4:15 warrants and payroll 19.25



Office of the  
Townsend Water Department  
540 Main Street  
West Townsend, MA 01474  
Tel: 978-597-2212  
Fax: 978-597-5611

A 3.4  
update

Date 4/21/2020

### APPLICATION FOR WATER SERVICE

Name of Property Owner: BRETT KING-KING'S HEAVY CIVIL CONSTRUCTION  
Service Address: 27 SCALES LANE  
TOWNSEND MA 01469  
Tel No.: 978-597-8223 Cell No. 978-423-5323  
Billing Address:  
(If different from service address): PO BOX 692  
TOWNSEND MA 01469

2" service line \$3,600.00

Units (Check all that apply):

☐ Single Family (If Professional Bldg.) No. of Business  
☐ Multi Family (Apartment Building) No. Apartments  
☐ Hotel/Motel No. Rooms:

*Updated to  
@ 2" Service*

Type of Use (Check One):

☐ Residential ☐ Industrial  
☒ Commercial/Business ☐ Municipal  
☐ Agricultural

Is a sprinkler system required for fire protection? ☐ Yes ☒ No

If yes a proposed design plan of the system must be submitted including required flows, required pipe size, and size and backflow prevention device.

Is a flow test/s required? ☐ Yes ☒ No

If yes the owner will be billed separately at the current rate per flow test.

Is there an existing or proposed automatic lawn irrigation system? ☐ Yes ☒ No On separate well

Has a sketch or plot plan been 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

I, the Owner understand this form is to be completed and all Fees, charges, and required documentation must be received before water service will be turned on. I also understand that I have from April 1st to November 1st of the same calendar year of the application date to complete the installation or this application shall be null and void and the Connection/System Development charge forfeited. In addition, I acknowledge receipt of the Townsend Water Department's current Rules and Regulations \_\_\_\_\_

Signature of Owner/Applicant

Date

BOARD OF WATER COMMISSIONERS

Chairman

Vice Chairman

Clerk

Date Signed by Board of Water Commissioners



**AGREEMENT BETWEEN  
MCENROE CONSULTING LLC  
AND  
TOWNSEND WATER  
DEPARTMENT  
FOR  
INTERIM SUPERINTENDENT**

THIS IS AN AGREEMENT made as of January 2, 2019 between McEnroe Consulting LLC ("ENGINEER") and Townsend Water Department ("CLIENT"). CLIENT hereby engages ENGINEER to furnish certain services related to the Project in accordance with the terms and conditions of this Agreement. Such services are generally described as the provision of onsite observations of ongoing construction projects, review of operations and budget as directed by the Board of Water Commissioners.

CLIENT and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by CLIENT as set forth in Section 2 below. Execution of this Agreement by ENGINEER and CLIENT constitutes CLIENT's written authorization to ENGINEER to proceed on the date first above written with the Services described in Section 1 below. This Agreement will become effective on the date first above written.

## **SECTION 1 - SCOPE OF SERVICES**

### **I. Construction Oversight.**

ENGINEER shall:

- A. Review plans and specifications for two ongoing construction projects for the Water Department.
- B. Ensure Job is performed per specifications.
- C. Attend Board of Water Commissioner meeting to update Commissioners on construction projects.
- D.

### **II. Engineering Oversight**

ENGINEER shall:

- A. Work with Water Department Forman to assist with engineering issues related to water department activities where needed.
- B. Assist with ongoing engineering projects such as the Masterplan project.

### **III. Additional Scope**

During ENGINEER's work on the project it may become apparent to ENGINEER that Additional Services not included in the basic Scope of Services are desired. ENGINEER will undertake to provide such Additional Services upon CLIENT's written authorization.

## **SECTION 2 -COMPENSATION**

### **I. Payments to ENGINEER**

ENGINEER's fee for the services outlined in the **SCOPE OF SERVICES** section of this Agreement is as follows:

For Scope Items noted, a fee based on ENGINEER's rate of \$135/hour plus \$0.58/mile (46 miles round trip). Total estimated compensation for these Scope Items is \$9800 (8-10 hours/week for up to 70 hours of time).

For authorized Additional Services, ENGINEER will bill CLIENT a fee based on ENGINEER's rate of \$135/hour.

This Agreement (consisting of pages 1 to 6 inclusive and Exhibit A) constitutes the entire agreement between ENGINEER and CLIENT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

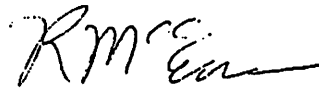
CLIENT:  
Town of Townsend

-----

-

ENGINEER:

\_\_\_\_\_



By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 1/6/2020

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address for giving notices:

406 Sugar Rd.

Bolton, MA

01740



## **Addendum 1**

The contract for Engineering Services are extended to June 30, 2020 and not to exceed a total of 120 additional hours or an additional \$17,000 for a total not to exceed of \$26,800.

## **Addendum 2**

The contract for Engineering Services are extended to July 31, 2020 and not to exceed a total of 120 additional hours or an additional \$17,000 for a total not to exceed of \$43,800.

**EXHIBIT A**

**SCHEDULE OF TERMS AND CONDITIONS**

**FOR**

**AGREEMENT BETWEEN**

**McEnroe Consulting LLC**

**(ENGINEER)**

**AND**

**Townsend Water Department**

**(CLIENT)**

**DATED 1/6/2020**



3.6

TOWN OF TOWNSEND<sup>1</sup>

CONTRACT # \_\_\_\_\_

STATE CONTRACT # (if applicable) \_\_\_\_\_

DATE: \_\_\_\_\_

This Contract is entered into on, or as of, this date by and between the Town of Townsend, 272 Main Street, Townsend, MA 01469 (the "Town"), and

F.G. Sullivan Drilling Co Inc  
["Contractor"]

Francis Sullivan  
[Contact Name for Responsible Person]

394 PARKER RD  
LANCASTER MA 01523  
[Address of the Contractor]

978 365-2932  
[Telephone Number]

978 368-8716  
[FAX Number]

FRANK@FGSULLIVANDRILL.COM  
[email address]

1. This is a Contract for the procurement of the following:  
(Describe the work to be performed or attach agreed-upon scope of services)

2. The Contract price to be paid to the Contractor by the Town is:

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$ \_\_\_\_\_ as more fully set forth in the Contractor Documents.

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

<sup>1</sup> Contract Short Form - Services Less than \$35,000.00 - Not for Architects and Engineers

4.1 **Contract Documents:** All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 **Date of Substantial Performance:** The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 **Services:** shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 **Work:** The services or materials contracted for, or both.

**5. Term of Contract and Time for Performance:**

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before \_\_\_\_\_, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

**6. Subject to Appropriation:**

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

**7. Permits and Approvals:**

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

**8. Termination and Default:**

8.1 **Without Cause.** The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 **For Cause.** If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 **Default.** The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following:

(i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

**9. The Contractor's Breach and the Town's Remedies:**

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Townsend shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

**10. Statutory Compliance:**

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

**11. Conflict of Interest:**

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

**12. Certification of Tax Compliance**

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

**13. Non-Discrimination/Affirmative Action**

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

**14. Assignment:**

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

**15. Condition of Enforceability Against the Town:**

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

**16. Corporate Contractor:**

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Townsend unless and until the Contractor complies with this section.

**17. Minimum Wage/Prevailing Wage:**

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

**18. Liability of Public Officials:**

To the full extent permitted by law, no official, employee, agent or representative of the Town of Townsend shall be individually or personally liable on any obligation of the Town under this Contract.

**19. Indemnification:**

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

**20. Insurance**

**20.1 Workers Compensation Insurance:**

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

#### **20.2 Professional Liability Insurance**

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

#### **20.3 Other Insurance Requirements**

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Townsend as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MILA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

#### **21. No Employment**



The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

#### 24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

#### 28. Entire Agreement:

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

#### 29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Townsend by  
the Board of Selectmen:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Contractor by:

Francis G. Sullivan 4-21-20  
Signature Date  
FRANCIS G SULLIVAN President  
Print Name & Title

Certified as to Form:

\_\_\_\_\_  
Town Counsel Date

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant Date

\_\_\_\_\_  
Chief Procurement Officer Date

### CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by: FRANCIS G. SULLIVAN  
Print Name  
PRESIDENT  
Title/Authority

### CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A  
FRANCIS G. SULLIVAN, authorized signatory for  
name of signatory  
F.G. SULLIVAN DRILLING CO INC, whose  
name of contractor  
principal place of business is at 418 BOLTON RD,  
LANCASTER, MA does hereby certify under the  
pains and penalties of perjury that F.G. SULLIVAN DRILLING CO INC has  
name of contractor  
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Francis G. Sullivan  
Signature

FRANCIS G. SULLIVAN  
Name

04-2578927  
Federal Tax ID # or Social Security #

## EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of F.G. Sullivan Drilling Co. Inc. Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

**VOTED:** That the [*President and/or the Vice President or named individual*], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

**VOTED:** That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

**VOTED:** That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

**VOTED:** That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Penny Sullivan the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on January 7, 2020

Penny Sullivan  
Clerk of Corporation

SEAL

**CONTRACT CHECKLIST  
(FOR TOWN USE)**

**Initials**

**1. Certification of Signatures**

- For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
- For LLC: need Manager signature

\_\_\_\_\_

**2. Certificate of Non-collusion & Good Faith**

\_\_\_\_\_

**3. Insurance Certificate**

(showing Town as additional insured)

- Matches amount of insurance required under contract

\_\_\_\_\_

**4. Certificate of Tax Compliance**

\_\_\_\_\_

**5. Signed by Contractor**

- Matches certification by Corp officer of authority.

\_\_\_\_\_

**6. Certificate of Good Standing from Secretary of State**

\_\_\_\_\_

**Contract Reviewed by:** \_\_\_\_\_

Signature

\_\_\_\_\_  
Name, Title





SULLI-1 OP ID: BC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> D. Francis Murphy Ins Agcy Inc Marlboro Office 200 Main Street Marlboro, MA 01752 Michael Murphy	<b>CONTACT NAME:</b> Michael Murphy x5121	
	<b>PHONE (A/C No. Ext):</b> 508-485-8211	<b>FAX (A/C No.):</b> 508-485-4557
<b>INSURED</b> F.G. Sullivan Drilling Co Inc 394 Parker Rd Lancaster, MA 01523	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Acadia Insurance Co.	
	<b>INSURER B:</b> Underwriters Lloyd's of London	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPA5198328	04/27/2019	04/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		MAA5198333	04/27/2019	04/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUA5198335	04/27/2019	04/27/2020	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCA5252010	04/27/2019	04/27/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Pollution liab		ENP000246302 \$5000 DEDUCTIBLE	08/13/2019	08/13/2020	each occ 5,000,000 aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
prior to 11/1/19 ,umbrella limit was \$5,000,000

## CERTIFICATE HOLDER

## CANCELLATION

<b>TOWNS02</b>  Town of Townsend 272 Main Street Townsend, MA 01469	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Dennis F. Murphy</i>

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# CERTIFICATE OF LIABILITY INSURANCE

SULLI-1

OP ID: BC

DATE (MM/DD/YYYY)

04/21/2020

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PRODUCER  
D. Francis Murphy Ins Agcy Inc  
Marlboro Office  
200 Main Street  
Marlboro, MA 01752  
Michael Murphy

CONTACT NAME: Michael Murphy x5121

PHONE (A/C, No, Ext): 508-485-8211

FAX (A/C, No): 508-485-4557

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Acadia Insurance Co.

31325

INSURER B: Underwriters Lloyd's of London

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED F.G. Sullivan Drilling Co Inc  
394 Parker Rd  
Lancaster, MA 01523

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ANDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA5198328	04/27/2020	04/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MAA5198333	04/27/2020	04/27/2021	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA5198335	04/27/2020	04/27/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA5252010	04/27/2020	04/27/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Pollution liab			ENP000246302 \$5000 DEDUCTIBLE	06/13/2019	06/13/2020	each occ 5,000,000 aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

TOWNS02

Town of Townsend  
272 Main Street  
Townsend, MA 01469

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Dennis F. Murphy*



TOWNSEND WATER DEPARTMENT  
540 Main Street West Townsend, Massachusetts

3.7.

Lance Lewand, Chairman  
Paul L. Rafuse,  
Water Superintendent

Michael MacEachern, Vice Chairman

Nathan Mattilla, Clerk  
(978) 597-2212  
water@townsend.ma.us

February 14, 2019

Philip Colameta  
524 New West Townsend Road  
Lunenburg, MA 01462

RE: Fire Flow Test Results

Dear Philip,

Our flow test results were reviewed by Superintendent, Paul Rafuse of the Townsend Water Department and our engineers at Tighe and Bond. They have determined that there is available flow of 750 gallons per minute for your proposed development. We recommend that you submit your findings to your engineer.

Please feel free to contact me if you have any questions.

Sincerely,

Brenda Boudreau,  
Office Administrator  
Townsend Water Department

/bab

# WORKORDER

# 20180066

Townsend Water Department

Issued 12/28/2018 By Brenda

To Paul

Projected Completion Date NOT SET

Customer

Location

Meter S/N

Phone No Phone Listed

Phil Colmeta —

978-833-2275

## Description

Comment Flow Test for West Meadow Road Development Week of 1/2/19-1/4/19

Requested By

Inspected By

Approved By

Job Code

Description

1/7/19 - 1/11/19  
need to replace part 1/14/19

\$0.00

124 psi Static  
120 psi Residual

Upper Fire Hydrant 20 psi

Meter Reading \_\_\_\_\_

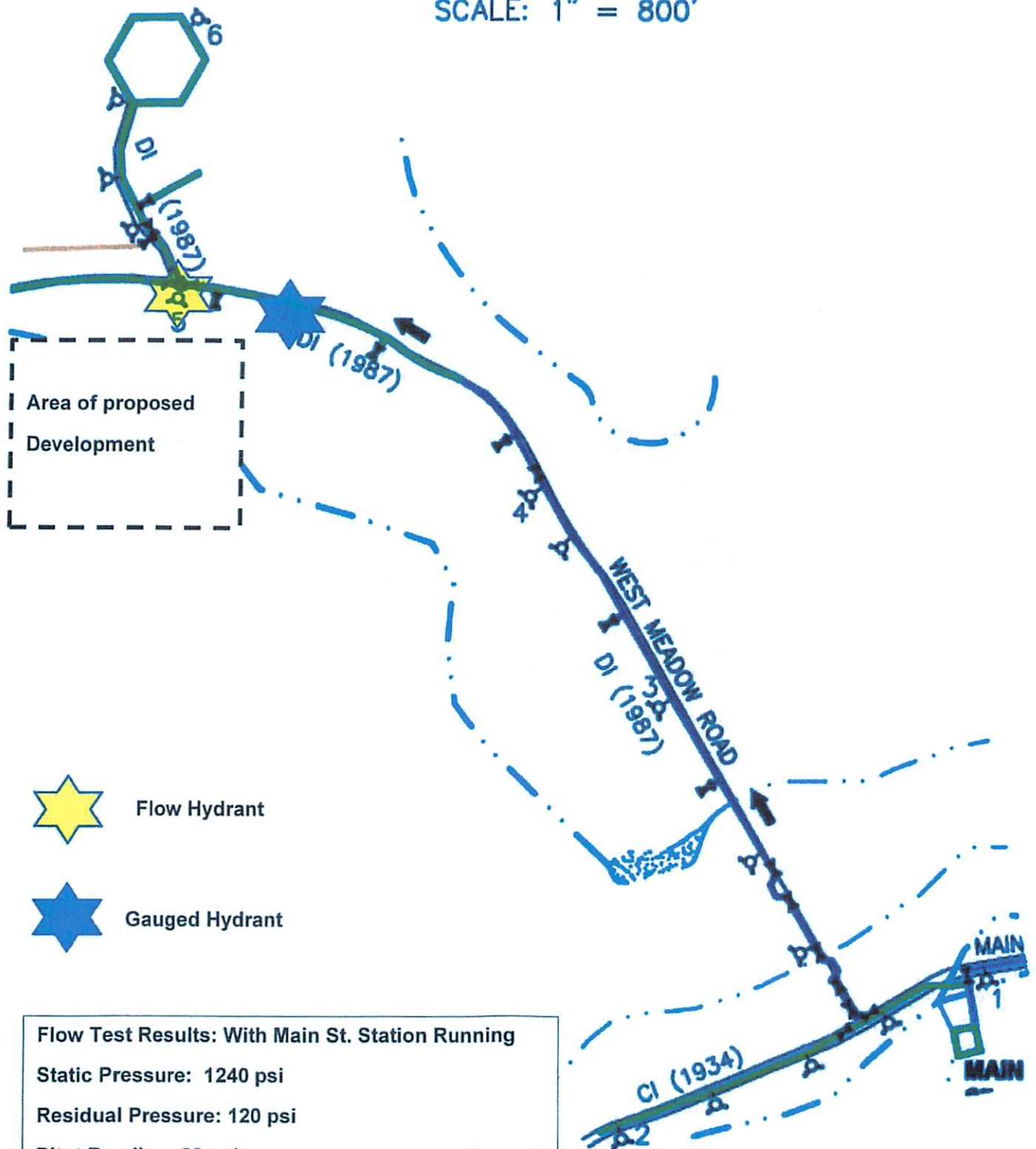
Meter Make \_\_\_\_\_

Meter S/N \_\_\_\_\_

Meter Size \_\_\_\_\_

Machine # \_\_\_\_\_

SCALE: 1" = 800'



Flow Hydrant



Gauged Hydrant

Flow Test Results: With Main St. Station Running

Static Pressure: 1240 psi

Residual Pressure: 120 psi

Pitot Reading: 20 psi

Date of Flow Test: 2/7/2019

Note: The jockey pump and 1 of the 2 20 HP pumps came on.

**F A X**

Date: April 2, 2002

To: Paul Rafuse  
Company: Townsend Water Dept

From: Michael Ohi  
Company: Earth Tech, Inc.  
196 Baker Avenue  
Concord, MA 01742

Ext. (978)371-4075  
Fax #: (978)371-2468

Subject: Draft Letter Report  
Booster PS - West Meadow Condo Development

Comments: Enclosed is a draft of our Letter Report. Note that the pump flow requirements (jockey and booster) have increased slightly from our previous discussion, based upon a review of the calculations and expected "buildout" population of the condo development.

Please review and call me to discuss. I want to be sure all the pertinent issues are addressed and the assumptions stated are correct.

Thanks!

If you do not receive 1 page (including cover page),  
please call us as soon as possible @ (978) 371-4100



A BAIER INTERNATIONAL LTD COMPANY



## PRELIMINARY COPY

April 2, 2002

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

**Subject: West Meadow Condominium Development**

Dear Mr. Rafuse:

As requested, we have investigated the existing booster pump station which serves the residential condominium development on West Meadow Road. The purpose of our investigation was to determine what improvements are necessary to properly serve the existing and proposed condominium development. This letter report is a summary of our investigation and recommendations.

### Existing Conditions

The existing booster pump station was installed in 1987 to serve the existing condominium development, consisting of 21 units. The package booster pump station was installed along West Meadow Road at an approximate elevation of 403 ft USGS. This booster pump station consists of two centrifugal pumps and an associated control panel, which was designed to alternate between both pumps with only one pump operating at a time.

This dedicated "water system" includes a hydropneumatic tank which is located in a separate building at the end of the existing "water system" (dead end of condominium development). Domestic service pressures are generally maintained above 60 psi, based on actual field observations during our investigation.

The existing booster pump station has no provisions for "automatically" providing fire flows to the condominium development. In order to provide fire flows, the Townsend Fire Department must connect a fire truck to hydrants adjacent to the booster pump station, essentially bypassing the booster pump station and using the fire truck to pump fire flows into the "water system". Based on recent field testing, the Fire Department estimates that a fire flow of 500 gpm at 20 psi residual is available using this temporary setup.

### Proposed Conditions

The condominium development on West Meadow Road is currently being expanded, with an ultimate "buildout" potential of 45 units in this area.

Domestic water demands for this ultimate "buildout" potential are estimated to be 13,500 gpd (gallons per day) for average day conditions. This calculation assumes that each unit has an

April 2, 2002  
Page 2

## PRELIMINARY COPY

average of 3 people with an associated daily water demand of 100 gallons, in accordance with Policy #88-10 issued by the Massachusetts Department of Environmental Protection. Based on a typical demand period of 16 hours per day, this average daily demand corresponds to a flow of 14 gpm (gallons per minute). Peak flow rates are estimated to be 140 gpm, assuming a peaking factor of 10 in accordance with small system design.

The booster pump station is being "relocated" into a masonry building, adjacent to the existing package pump station. The new booster pump station is intended to provide domestic flows for the ultimate "buildout" population of the condominium development. Additionally, the Townsend Fire Department requires that the new booster pump station be capable of providing fire flows to the condominium development.

An emergency generator, originally delivered with the package pump station but never installed, will be installed within the proposed booster pump station. This emergency generator was originally sized to accommodate the domestic service pumps only and will most likely not be able to power the new fire pump. The Townsend Fire Department will allow use of a temporary bypass connection (similar to existing arrangement) in case of power failure, thereby eliminating the need to upsize the emergency generator.

### Investigation and Flow Testing

Earth Tech conducted several flow tests on December 6, 2001 to verify the existing deficiencies and investigate alternatives for improvement. The following table summarizes our flow testing.

	<u>Flow Test 1</u>	<u>Flow Test 2</u>	<u>Flow Test 3</u>
Location	Hydrants at end of Condo Development	Hydrants on suction side of Booster PS	Hydrants on suction side of Booster PS
System Conditions	Main St PS - Off	Main St PS - Off	Main St PS - On
Static Pressure	74 psi	47 psi	32 psi
Test Flow and Residual Pressure	75 gpm at 0 psi (vacuum)	400 gpm at 22 psi	500 gpm at 32 psi
Estimated Flow at Residual Pressure	55 gpm at 35 psi 60 gpm at 20 psi	270 gpm at 35 psi 420 gpm at 20 psi	430 gpm at 35 psi 650 gpm at 20 psi

April 2, 2002

Page 3

## PRELIMINARY COPY

Based upon our flow testing, the existing booster pump station can only provide domestic flows up to 55 gpm at a residual pressure of 35 psi, which is considered to be the minimum service pressure under normal flow conditions per Guidelines and Policies for Public Water Systems issued by Massachusetts Department of Environmental Protection (DEP).

Regarding fire flows available to the booster pump station, the water distribution system appears to be capable of supplying approximately 400 gpm at 20 psi residual pressure, assuming the Main Street Pump Station is off (worst case scenario). However, this available flow increases to 650 gpm at 20 psi residual pressure if the Main Street Pump Station is operating simultaneously with the Booster Pump Station.

During our flow testing, we observed frequent on/off cycling of the booster pumps to satisfy the normal domestic demands. Specifically, the booster pumps came on every 8 minutes but only stayed on for 15 seconds. This frequent on/off cycling can lead to premature failure of electrical equipment and is not recommended.

### Recommended Improvements

We recommend the following improvements in order to provide adequate domestic service and "automatic" fire service to the condominium development.

Jockey Pump (1) 15 gpm at 200 ft TDH

Booster Pumps (2) 140 gpm at 200 ft TDH (one pump active, one pump standby)

Fire Pump (1) 650 gpm at 200 ft TDH

All pumps shall be connected to a common suction header pipe and common discharge header pipe. Minimum recommended pipe size for the common header pipes is 6-inch, based on the fire pump flow and recommended flow velocity. This minimum recommended pipe size applies to all common piping inside the Booster Pump Station and all exterior piping which connects the Booster Pump Station to the existing water main in West Meadow Road.

The jockey pump would operate continuously, with a "re-circulation" line to relieve any excess flow and prevent pressure buildup. The jockey pump shall be connected directly to the common discharge header, with a pressure relief valve located on a tee prior to the common discharge header. This pressure relief valve will connect to a "re-circulation" line, which shall be routed back and connected to the existing water main on West Meadow Road, connecting on the suction side of the Booster Pump Station. This "re-circulation" line should be a minimum size of 1-inch diameter.

The proposed jockey pump is intended to eliminate the hydropneumatic tank and minimize the frequent on/off cycling observed with the existing booster pumps.



# WORKORDER

# 2

3.8

Townsend Water Department

Issued 04/28/2020 By Brenda

To Water Icon \_\_\_\_\_

Projected Completion Date NOT SET

Customer 61317 (A) VAN WARREN GEMERT

Location 41 EMERY ROAD Rte:99 Seq:1040

Meter S/N S/N: 09868594 RADIO ID: 35357047---02 LAST READING:  
2541

Phone (978) 597-6468

## Description

Comment Replace/Repair hydrant @ 41 Emery Road

Requested By

Inspected By

Approved By

Job Code Description

\$0.00

Meter Reading \_\_\_\_\_

Meter Make \_\_\_\_\_

Meter S/N \_\_\_\_\_

Meter Size \_\_\_\_\_

Machine # \_\_\_\_\_

**Brenda**

---

**From:** Warren Van Gemert <[wwangemert@hardwarespecialty.com](mailto:wwangemert@hardwarespecialty.com)>  
**Sent:** Wednesday, April 22, 2020 8:50 AM  
**To:** [water@townsend.ma.us](mailto:water@townsend.ma.us)  
**Subject:** Fire Hydrant replacement.

Happy Anniversary.

It has now been two years since the fire hydrant at 41 Emery Road has gone missing.  
The annual the promise(s) of "We are going to replace it in the spring", Is fresh in my mind".

Weill this will be on the agenda for the June 3<sup>rd</sup> meeting.

**Warren Van Gemert**  
Program Manager  
**Telephone:** (508)970-3595 | **Fax:** (508)481-3018  
**Email:** [wwangemert@hardwarespecialty.com](mailto:wwangemert@hardwarespecialty.com)  
**Website:** [www.hardwarespecialty.com](http://www.hardwarespecialty.com)

 **Hardware Specialty Co., Inc.**

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Please consider the environment before printing this e-mail!

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3.9

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

Sue Lisio, *Chairman*

Wayne Miller, *Vice-Chairman*

Don Klein, *Clerk*

James M. Kreidler, Jr.,  
*Town Administrator*

Office (978) 597-1701  
Fax (978) 597-1719

**BOARD OF SELECTMEN**

**POLICY #08-2019 Goods and Services Contracts**

**Introduction:**

In order to be clear about the intent of both the Town and other parties with whom the Town enters into relationships, written contracts are frequently necessary. Well-executed written contracts clarify and define the agreement between the parties and protect against unnecessary risks to the Town's resources and reputation. This policy provides guidance for the development and use of written contracts, describes situations for which they are required, and identifies exceptions to those requirements. Any questions should be addressed to the town's Chief Procurement Officer.

**Contract Definition:**

Under this policy, a contract is an agreement between The Town and another party that is intended to have a binding obligation and/or legal effect. Contracts contain the terms and conditions under which goods, services, or other considerations of value are furnished by either party. Effective contracts provide a common understanding and the essential terms and mutual obligations defined within the agreement that exist between the parties. In addition to formal documents commonly understood to be contracts, documents such as purchase orders, service agreements, leases, and letters or memoranda of agreement, understanding, and intent are contracts if there is a Town interest at stake and something of value is exchanged.

**Applicability of the Policy:**

This policy applies to all agreements between The Town and any other party, for goods and services. This policy does not apply to employment contracts.

**CONTRACT POLICY:**

**When Written Contracts Are Required and When Are They Not Required:**

Not every arrangement involving the purchase of goods or services by the Town, or the use of Town facilities or resources by third parties, will require a written contract, but most do. In general, if the arrangement involves any significant risk or potential liability that needs to be allocated between the parties, or involves a situation where the duties and responsibilities of the parties are not so basic and obvious that they do not need to be spelled out in writing, then a contract should be used. In the following subsections, some common types or categories of commercial or business transactions are described, and situations requiring (or not requiring) a written contract are specified. Keep in mind that Contracts, when used, must be originated by the Town.

Enterprise Personnel Budget x Public Officials Liability

**Total Town Personal Services**

**PART 3**

**INDIRECT ADMINISTRATIVE COSTS – Shared costs of management and policymaking that cannot be assigned to individual services of departments.**

**A. Departments**

- **Accounting**
- **Assessor**
- **Board of Selectmen/Human Resources**
- **Legal**
- **Technology**
- **Treasurer/Collector**

For the departments listed above, the enterprises will be charged for a portion of personal services which will be based on percentage of operating budget. The calculation below will use the 123 Town Manager budget as an example. The enterprises will be charged for each department listed above:

$$\frac{\text{Enterprise Budget (Net of Direct/Indirect)} \times [\text{INSERT GENERAL FUND BUDGET HERE}]}{\text{Total Operating Budget (Net of Direct/Indirect)}}$$

As with the calculation for health insurance, the above indirect administrative costs charged above are subject to a cost analysis at the end of the fiscal year to determine the actual expense incurred by the department. The purpose is to protect the enterprise. For example, if one of the above positions is vacant for a portion of the year, the enterprise should not have to pay for those services during that time.

The Town keeps records for insurance purposes of the assessed value of all town owned buildings and property. The enterprise will be charged a percentage of the comprehensive liability insurance based on the assessed value of the property versus the total property held by the Town. For example, the if the total value of the Town owned property is \$200,000,000, and the Water Enterprise is in custody of \$10,000,000 of that property, they will be charged 5% of the overall comprehensive liability bill.

#### **B. General Liability Insurance**

The charge for general liability will be calculated in the same manner as comprehensive liability.

#### **C. Excess Umbrella Liability**

Umbrella insurance provides additional protection for the Town over what the comprehensive and general liability insurances provide. The calculation will be as follows:

Enterprise Operating Budget (Net of Direct/Indirect Costs) x Umbrella Liability

Total Operating Budget (Net of Direct/Indirect Costs)

#### **D. Worker's Compensation Insurance**

The billing for worker's compensation is based on percentage of payroll. Therefore the charge to the enterprise will be as follows:

Enterprise Personnel Budget x Worker's Compensation Charge

Total Town Personal Services

#### **E. Unemployment Insurance**

The billing for unemployment insurance is based on percentage of payroll. Therefore the charge to the enterprise will be as follows:

Enterprise Personnel Budget x Unemployment Charge

Total Town Personal Services

#### **F. Public Officials Liability**

Public Official Liability is based on percentage of payroll. Therefore the charge to the enterprise will be as follows:

retirement costs is to compare retirement withholdings from active employees. A report will be run by the Accountant and/or Treasurer that calculates the total Middlesex Retirement withheld from all town employees in the most recently completed fiscal year. A report will then be run that totals the Middlesex Retirement withholdings from the enterprise in the same fiscal year. The percentage of retirement withheld from the enterprise will be used to prorate the Town's Retirement Assessment. For example, if the total Middlesex Retirement employee withholdings are \$2,000,000 for a year, and an enterprise had \$60,000 in retirement withholdings, then the enterprise will be responsible for 3% of the pension assessment.

$$\$60,000 / \$2,000,000 = 3\%$$

$$3\% \times \$3,100,000 \text{ (Pension Assessment)} = \$93,000$$

The Enterprise's share of the retirement is \$93,000

To project the future retirement costs, the percentage of retirement withheld in the prior fiscal year will be applied to the following year's assessment. For example, if the retirement assessment increases to 3,200,000, the enterprise in the scenario above will be charged 3% of that amount, or \$96,000. Like health insurance, the enterprise will either be charged the additional expense, or credited the difference in the upcoming fiscal year.

**D. Debt-** The department will be charged the debt for borrowing that is specific to the department

## **PART 2**

**INDIRECT COSTS – Costs not readily attributable to a service or department, because they are shared with other services or departments.**

### **Auto Insurance**

Those department will be charged for auto insurance coverage. The Town pays for auto insurance out of the general fund. Therefore, a portion of the expense must be charged back to the enterprises. Records are kept of all vehicles in Town in order to go out to bid on insurance each year. If readily available, the insurance cost per vehicle is provided on a spreadsheet which will be provided in the direct and indirect cost analysis.

### **A. Comprehensive Liability Insurance**

3.10

**TOWNSEND WATER DEPARTMENT ENTERPRISE FUNDS**  
**CHAPTER 44 SECTION 53F**  
**DIRECT & INDIRECT COSTS**

**PART 1**

**DIRECT COSTS** – Costs clearly identifiable and readily attributable to the service being costed.

**A. Health Insurance**

The charge for health insurance will be based on the current plans that employees are signed up for after the open enrollment period at the rate for the upcoming fiscal year. The actual Health Insurance costs will be calculated at the end of the current fiscal year. The enterprise will either be charged the additional expense, or credited the difference in the upcoming fiscal year.

**B. Medicare**

The Town's share of Medicare will be charged to the enterprise. The calculation will be based on the percentage Medicare eligible wages from the most recently completed fiscal year divided by the gross wages. That percentage will be applied to the town manager recommended budget. For example, the Medicare eligible wages are \$850,000 and the actual gross wages were \$1,000,000. If the following year's payroll is \$1,050,000, the Medicare calculation will be:

$$(\$850,000 / \$1,000,000) \times \$1,050,000 \times 1.45\% = \$12,941.25$$

The actual Medicare costs will be calculated at the end of the current fiscal year. Like health insurance, the enterprise will either be charged the additional expense, or credited the difference in the upcoming fiscal year.

**C. Middlesex Retirement**

Each year, the Town is charged a retirement assessment to pay for employee pensions. A portion of the assessment will be allocated to the enterprise funds. The most accurate way to assess the

**Acknowledgement of Receipt of Policy**

I acknowledge receipt of this Goods and Services Contracts Policy. Having read said policy, I understand and agree to its terms.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

file so that it is available for reference when the check request or invoice is presented for payment. W-9 forms are kept for two years from the date of receipt by Accounts Payable.

**Completed Agreements – Storage:**

The Town Accountant's Office is the official repository for executed contracts. Copies of the contract, once fully executed, should also be kept in the Contract Administrator's department level contract file.

**Getting Help:**

**Who do I call for general information about forming or managing a contract?**

Consult this policy and the Chief Procurement officer, for template forms, contract structure, risk issues, insurance and indemnity agreements, professional services,

**Template Forms and Language:**

Template forms and language, as may be amended from time to time by Town Counsel, are provided for risk management purposes only and should not be construed as legal advice. Forms listed below are for the convenience and utility of The Town staff who may need to construct an agreement.

**Using template forms:**

Select the type of agreement that most closely matches the subject of your agreement (e.g., goods and services, real property, construction, waiver of liability). Download the word.doc file and save it to your computer, renaming it appropriately. Fill-in the blanks and adjust the agreement to meet the terms and conditions of your specific agreement. If you have questions, contact the Chief Procurement Officer for assistance. Templates have the minimum clauses needed for a clear agreement, but many agreements may need additional clauses to complete the agreement.

**Template Form:**

All template contracts can be obtained by contacting the Board of Selectmen's office.

The contract signer is responsible for 1) reviewing and signing the contract, 2) ensuring that all mandatory reviews have been done, and 3) sending the signed original contract to the responsible office for storage and management.

#### **Managing the Contract:**

All contracts should be assigned to a contract administrator, who may or may not be the contract initiator or the signature authority. The contract administrator is the administrator responsible for performing or tracking the performance of the contract and addressing any other issues that arise under the contract.

All contract files must contain:

- A copy of the final, fully-executed contract.
- All correspondence or other documents related to the contract. If there are performance problems with the contract, the problems should be documented in memos to the file or in correspondence to the vendor.
- All changes (including change orders and work orders) to the agreement should be formally executed in accordance with the terms of the contract and attached to the Agreement.
- Any extensions to the agreement should be formally executed in accordance with the terms of the agreement and attached to the Agreement.
- All certificates of insurance should be kept in the file.
- A diary or tickler "compliance" file should be established to keep all certificates of insurance up to date, verify timely performance if time is of essence to the agreement, and to allow timely renewal, if applicable, of the agreement.

At the conclusion of the term of the contract, the administrator responsible for managing the contract is responsible to close the agreement and ensure that it is properly stored, as outlined below.

#### **IRS Form W-9:**

The federal government requires that the Town obtain an IRS Form W-9 from all parties to whom it may issue a check. Our contracts should reflect this requirement. The IRS Form W-9 contains Personal Identifiable Information (PII) and must not be copied or kept by the department issuing the contract. The best practice is to include the IRS Form W-9 with the contract, including a stamped and addressed envelope to:

Accounts Payable  
Town of Townsend  
Town Hall  
272 Main Street  
Townsend MA 01469

If the contract is signed on Town premises, the department issuing the contract can collect a copy of the W-9 at the time the contract is signed, and hand deliver it to Accounts Payable. This information is kept on



## APPENDIX A

### CONTRACTING PROCEDURES

Contracting departments should refer to both Policy and Procedure when entering into and developing contracts and agreements.

This Procedures on Contracts and Contracting is designed to give departments and individuals the resources they may need regarding contracting.

#### Contract Initiation and Reviewer Responsibilities:

The individual initiating the contract on behalf of the Town (the initiator) and subsequent reviewers are responsible for reading the entire contract and determining that its content, objectives, definitions, and terms:

1. Accurately reflect the terms of the Town's solicitation and are consistent with the requirements of the Uniform Procurement Act.
2. Are consistent with the initiator's or department's requirements.
3. Utilize the Town's Counsel supplied standard terms and conditions (*see Forms*)
4. Are clear and consistent throughout.
5. Do not constitute a conflict of interest for the parties affected by the contract.
6. Are in accordance with Town Policies.
7. Are in accordance with state and federal laws as may be applicable.

In addition, contract initiators are responsible for ensuring that contracts:

Are routed through the appropriate Town officials for review once procured and contracted but prior to signing.

The appropriate steps are as follow:

1. Submit the draft contract to counsel's signature of approval.
2. Submit the draft contract to the Town Accountant for signature attesting to the availability of funds to meet the terms of the contract, and lastly
3. Submit to the Board of Selectmen for vote and execution at a public Board of Selectmen meeting.

Are appropriately filed and stored.

#### **Contract Signer Responsibilities:**

All contracts must be signed by both parties.

It is the responsibility of all Town employees to ensure that the Town does not knowingly enter into contracts that present conflicts of interest. Town officials must accordingly exercise their authority in a manner consistent with applicable conflict-of-interest policies and laws.

Procedures:

The Town Contracting Procedures are included by reference in this Policy as Appendix A, however it is recognized that procedures may be changed more frequently than the Policy.

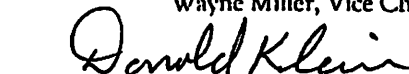
APPROVED BY THE TOWNSEND BOARD OF SELECTMEN

FIRST READING: October 1, 2019

FINAL APPROVAL/ADOPTION: November 5, 2019

  
Sue Lisio, Chairman

  
Wayne Miller, Vice Chairman

  
Donald Klein, Clerk

**Contract Language:**

Contract forms, templates and required language are stipulated in Contracting Procedures section of this policy, which may change from time to time. If the forms and templates provided do not seem appropriate for the transaction or arrangement being contemplated, or if such forms or templates are a good starting point but clearly need modification, you should consult as necessary with the Chief Procurement Officer or to define the proper language for your particular situation.

**Contract Approval and Signatory Authority:**

Signatory authority for The Town is sometimes delegated but contract approval authority and responsibility rests ultimately with the Board of Selectmen. Pursuant to town bylaw, contracts with a value of less than \$5,000.00 may be executed by the Town Administrator.

When the Board of Selectmen delegates its approval or signatory authority, the Board must still exercise reasonable oversight and maintain ultimate responsibility for the contracts, and the Board should limit or revoke the delegated authority whenever appropriate.

**Legal Counsel Review:**

Additional information on contract review is provided in Appendix A: Procedures.

**Clauses not Permitted:**

- *Automatic Renewal*: The Town does not allow contracts to contain an automatic renewal clause unless there is also a clause permitting the Town to terminate the contract at will.
- *Limitation of Liability*: The Town does not allow a contracting party to limit their potential liability except in rare or specific circumstances. Limiting this recovery could adversely impact the Town's insurance coverage.

**Exceptions for State and Federal Agencies:**

The Commonwealth of Massachusetts, the Federal Government and most states will not provide insurance or indemnity in their agreements with their contracting partners. In such instances, the Town normally will accept the agency's contract without such provisions. When entering into a contract with such a governmental entity, it is recommended that the contracting party attach the Town's standard addendum and any other desired language which may act as a guideline for the parties to follow in the event of an adverse event or outcome; however such attachment is not likely to be considered binding. Contracting departments also need to be very careful in considering whether or not the other party is truly a state agent or not - many state universities or colleges do not have the same immunity protections as other state agencies (e.g., the State Police), and some quasi-public entities may not be precluded from providing insurance or indemnification to other parties they do business with.

**Whistle-blower:**

If a person believes that a supervisor, colleague, subordinate or any other person is acting outside the Town policy on contracting, she/he should report the concerns utilizing the Town's anonymous Red Flag Reporting process.

Retaliation against any person who reports suspected or identified problems, malfeasance or other wrongdoing is prohibited by law and Town policy.

**Conflicts of Interest:**

9:18 AM  
04/28/20  
Accrual Basis

Townsend Water Department  
**Budget vs. Actual**  
July 2019 through April 2020

7.5

	<u>Jul '19 - Ap...</u>	<u>Budget</u>	<u>\$ Over Bud...</u>
Ordinary Income/Expense			
Income			
5000 cost of goods	586.66	0.00	586.66
Service	0.00	0.00	0.00
Total Income	586.66	0.00	586.66
Gross Profit	130.74	0.00	130.74
Expense			
061.000 · General Operations 000			
061.001 · Personal Services 1			
5100 · Salaries & Wages-Water Super	43,362.08	89,129.00	-45,766.92
5110 · Salary & Wages-Oper Staff	129,092.86	175,227.00	-46,134.14
5112 · Salary & Wages-Support Staff	47,530.85	63,821.00	-16,290.15
5130 · Additional Gross	8,819.43	14,240.00	-5,420.57
5134 · Additional Gross-Reg&SpecOnc...	11,250.00	19,770.00	-8,520.00
5190 · Other Stipened-Longevity	3,700.00	2,700.00	1,000.00
5191 · Other - Stipend BOWC	0.00	3.00	-3.00
5192 · Other-Certification/Stipend	1,500.00	1,500.00	0.00
5193 · Retirement Benefit	0.00	2,000.00	-2,000.00
5195 · Other-Clothing Allowance	600.00	600.00	0.00
5197 · Vehicle Allowance -Super	0.00	6,000.00	-6,000.00
5198 · Snow Storm Stipend	3,000.00	4,000.00	-1,000.00
Total 061.001 · Personal Services 1	248,855.22	378,990.00	-130,134.78

9:18 AM  
04/28/20  
Accrual Basis

Townsend Water Department  
**Budget vs. Actual**  
July 2019 through April 2020

	<u>Jul '19 - Ap...</u>	<u>Budget</u>	<u>\$ Over Bud...</u>
<b>061.002 · Purchased Services 2</b>			
5210 · Energy	64,645.65	70,000.00	-5,354.35
5240 · Repair & Maint Building	17,177.09	25,000.00	-7,822.91
5245 · Repair & Maint Equipment	16,328.22	20,000.00	-3,671.78
5245006 · Repair & Maintain Equip SC...	11,709.26	15,000.00	-3,290.74
5245007 · Repair & Maintain-Distribution	26,800.00	27,000.00	-200.00
5270 · Rentals	315.00	1,000.00	-685.00
<b>Total 061.002 · Purchased Services 2</b>	<b>136,975.22</b>	<b>158,000.00</b>	<b>-21,024.78</b>
<b>061.003 · Purchased Services 3</b>			
5300-02 · Proff Legal Expense	0.00	12,000.00	-12,000.00
5300 · Professional Services	48,488.14	65,000.00	-16,511.86
5300100 · Proff Service Backflow	15,250.00	6,000.00	9,250.00
5340 · Communication	12,894.48	17,600.00	-4,705.52
5380 · Other Services	0.00	2,600.00	-2,600.00
<b>Total 061.003 · Purchased Services 3</b>	<b>76,632.62</b>	<b>103,200.00</b>	<b>-26,567.38</b>
<b>061.004 · Purchased Supplies 4</b>			
5420 · Office Supplies	2,079.31	5,000.00	-2,920.69
5430 · Building Supplies	1,157.92	1,500.00	-342.08
5435 · Equipment Maint Supplies	324.89	1,500.00	-1,175.11
5460 · Groundskeeping Supplies	134.52	500.00	-365.48
5480 · Vehicular Supplies	4,986.71	8,000.00	-3,013.29
<b>Total 061.004 · Purchased Supplies 4</b>	<b>8,683.35</b>	<b>16,500.00</b>	<b>-7,816.65</b>
<b>061.005 · Purchased Supplies 5</b>			
5530 · Public Works Supplies	34,352.73	35,000.00	-647.27
5531 · Chemicals	13,340.28	23,000.00	-9,659.72
5580 · Other Supplies	11.48	1,000.00	-988.52
5585 · Clothing Allowance	209.87	5,000.00	-4,790.13
<b>Total 061.005 · Purchased Supplies 5</b>	<b>47,914.36</b>	<b>64,000.00</b>	<b>-16,085.64</b>

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**Townsend Water Department**  
**Budget vs. Actual**  
July 2019 through April 2020

	<u>Jul '19 - Ap...</u>	<u>Budget</u>	<u>\$ Over Bud...</u>
<b>061.007 · Other Charges &amp; Exp 7</b>			
5710 · Travel/mileage-in state	1,095.73	1,100.00	-4.27
5720 · Out of State Travel	0.00	100.00	-100.00
5730 · Dues and Memberships	3,421.95	2,000.00	1,421.95
5780 · Other Charges	412.74	500.00	-87.26
5785 · Water Assessment D.E.P.	1,665.74	2,000.00	-334.26
5850 · New Equipment	9,383.80	10,000.00	-616.20
<b>Total 061.007 · Other Charges &amp; Exp 7</b>	<b>15,979.96</b>	<b>15,700.00</b>	<b>279.96</b>
<b>061.400 · Special Projects 400</b>			
5012 · System Enhancement	21,983.72	144,328.64	-122,344.92
5805 · Meadow Rd Main Replacement	149,952.20	198,400.00	-48,447.80
5895 · Main Line Gate/Valve Replacemen	0.00	60,000.00	-60,000.00
5902-18 · Main St Cleaning	0.00	0.00	0.00
<b>Total 061.400 · Special Projects 400</b>	<b>171,935.92</b>	<b>402,728.64</b>	<b>-230,792.72</b>
<b>061.500 · Special Articles 500</b>			
5000 · Water Oper Emergency Res Fund	0.00	0.00	0.00
5005-18 · Update Master Plan	15,000.00	50,000.00	-35,000.00
5020 · Storage Tank Maintenance	8,685.00	13,883.40	-5,198.40
5092-15 · Water-CIP-VFD&Elec SVS Pu...	0.00	12,426.44	-12,426.44
5600 · Prior Year Encumbrance	7,107.97	11,611.30	-4,503.33
5803-19 · Generator 540 Main St	0.00	30,000.00	-30,000.00
5804-17 · Witches Brook Repairs	0.00	40,000.00	-40,000.00
5805-15 · Water Meter Replacements	2,548.50	0.00	2,548.50
5809-17 · Highland Street Storage Tank	0.00	75,000.00	-75,000.00
<b>Total 061.500 · Special Articles 500</b>	<b>33,341.47</b>	<b>232,921.14</b>	<b>-199,579.67</b>
<b>Total 061.000 · General Operations 000</b>	<b>741,871.12</b>	<b>1,372,039.78</b>	<b>-630,168.66</b>

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**Townsend Water Department**  
**Budget vs. Actual**  
July 2019 through April 2020

	<u>Jul '19 - Ap...</u>	<u>Budget</u>	<u>\$ Over Bud...</u>
<b>061.009 · Debt Service 9</b>			
5910 · Long Term Debt-East Side Phase1	37,210.00	37,210.00	0.00
5911 · Long Term Debt-East Side Ph 2	53,007.31	53,008.00	-0.69
5920 · Long term Interest-Phase1	2,767.98	5,163.86	-2,395.88
5921 · Long Term Int East Side Ph2	4,552.87	8,575.67	-4,022.80
5925-01 · Int Temp Loans/Bond Iss Fee	0.00	23,300.27	-23,300.27
5975 · Intermunicipal Agreement	0.00	280,935.20	-280,935.20
<b>Total 061.009 · Debt Service 9</b>	<b>97,538.16</b>	<b>408,193.00</b>	<b>-310,654.84</b>
<b>063.400 · Projects</b>			
5805-18 · West End-Water Main	680,545.59	970,400.00	-289,854.41
<b>Total 063.400 · Projects</b>	<b>680,545.59</b>	<b>970,400.00</b>	<b>-289,854.41</b>
<b>Total Expense</b>	<b>1,519,954.87</b>	<b>2,750,632.78</b>	<b>-1,230,677.91</b>
<b>Net Ordinary Income</b>	<b>-1,519,824.13</b>	<b>-2,750,632.78</b>	<b>1,230,808.65</b>
<b>Net Income</b>	<b>-1,519,824.13</b>	<b>-2,750,632.78</b>	<b>1,230,808.65</b>