



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

1.5  
Tad  
MM

Niles Busler, Chairman  
Paul L. Rafuse,  
Water Superintendent

Michael MacEachern, Vice-Chairman

Nathan Mattila, Clerk  
(978) 597-2212  
Fax (978) 597-5561

**WATER COMMISSIONERS MEETING MINUTES**  
**MAY 12, 2014 - 5:30P.M.**  
Water Department 540 Main Street, Meeting Room

**I. PRELIMINARIES:**

- 1.1 NB called the meeting to order at 5:33 P.M..
- 1.2 Roll call showed Members Present: Niles Busler, Michael MacEachern, Nathan Mattila,  
Guests Present: Lou Soracco, Stantec Consulting Services, Andrea Wood, Paul Rafuse and  
Brenda Boudreau present.
- 1.3 Chairman's additions or deletions.
- 1.4 The Board was presented with the April 2014 minutes for review. Andrea wood stated that  
The February 2014 minutes were unavailable because they were stuck in her computer.  
They will be reviewed and approved at the next meeting.

**II. MEETING BUSINESS:**

- 2.1 Discussion/Update.
  - 2.1.1 MM made a motion to reorganize the Board as follows: Niles Busler, Chairman.  
Michael MacEachern, Vice-chairman and Nathan Maittlia, Clerk. NM seconded.  
Unanimous vote. MM made a motion to have the minutes taken from the recording.  
NM seconded. Unanimous vote.
  - 2.1.2 Discuss/Review/ Approve Results of SCADA Bid. Weston and Sampson came in at  
\$100,000 lower than all the other bids. Lou Soracco suggested if we were to go with  
the lowest bidder we should add language that the work shall be completed as  
specified, no deviations. After a lengthy discussion on microwave vs. radio  
technology and the error of roughly \$22,000.00 still had them at the lowest bidder at  
\$178,474.00. **MM made a motion to send a letter to Weston and Sampson to make  
sure everything is in order going forward. NM second. Unanimous vote.**
  - 2.1.3 Discuss/Review/ Approve reducing water rates due to accrued surplus in  
accordance with our enabling Acts of 1920. Paul reported that Kim Fales contacted  
them and Paul is not sure but believes the amount was 1.6 million in surplus. The  
accountant recommended that we reduce rates. The Board discussed several projects  
that they would like to see performed before reducing rates. Several areas need a  
new water main, VFD lighting at the tanks, a new water tank etc. The Board  
requested that Paul submitted plans for future projects at the next meeting.

- 2.1.4 Discuss/ Approve Superintendent Request to be put on Agenda at next Selectmen's meeting to provide information and request Selectmen and other Town Officials support in opposing the Sustainable Water Management Initiative (SWMI) and its effect on the draft Water Management Act Regulation for Public Water Suppliers. The report indicates ample amounts of water and we should not need to submit an application for future withdrawal. However, DEP is changing and twenty years down the line it will be more difficult to meet the water withdrawal permit regulations. At this time DEP is suggesting that we pay for many more constructing projects which will cause our rates to triple. Paul will write a letter to DEP disputing the draft of the new regulations.,
- 2.1.5 Discuss account# 2750, Steve Malcom, 42 Ash Street Re: Disputing bill. **NM made a motion to abate the difference between 90000 and 132000 gallons for Account # 2750, Steve Malcom. NB seconded. MM abstained himself from the vote.**
- 2.1.6 **MM made a motion to approve 1" service #61632, Harbor Classic Homes, 6 Cooprage Way. NM seconded. Unanimous vote.**
- 2.1.7 **MM made a motion to approve 1" service #61708, Decca Corp, 4 Trophy Avenue. NM seconded. Unanimous vote.**
- 2.1.8 Discuss/ Approve supplying water at Spaulding Memorial 7/9/14 - 7/10/14 for circus animals RE: Townsend recreation, Emma Huff 978-597-7375. **MM made a motion to supply water to Spaulding Memorial School for the circus animals from 7/9/14 to 7/10/14. NM seconded. Unanimous vote.**
- 2.1.9 Request for resident Bob Harrison to utilize the ball field at Timberlee Park. Paul reported that he had checked to make sure that we were covered by insurance. NB wanted Paul to send a letter reaffirming his conversation.

## 2.2 Commissioners Updates/Report.

2.2.1 NB wanted to make aware that due to MM being a worker and a commissioner that he should be cautious.

2.2.2 NB spoke with a resident about a late charge payment was taken at the treasurer's office and was not received by our office until after our late charge was added. **MM made motion to abate \$1.55 from acct #60624 13 Smith Street. NM seconded. Unanimous vote.**

## 2.3 Water Superintendent Updates/Reports

### 2.4 Office Updates/Report.

2.4.1 The Board signed April 2014 New Charges schedule of bills receivable report.

2.4.2 The Board signed April 2014 schedule of bills receivable report.

2.4.3 The Board reviewed April 2014 Accounts receivable report.

## 2.5 The Board reviewed and signed Bills Payable Warrants

NM made a motion to adjourn the meeting at 7:52 P.M. MM seconded. Unanimous vote.



1.4

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

Niles Busler, Chairman  
Paul L. Rafuse,  
Water Superintendent

Francis McNamara, Vice-Chairman

Andrea Wood, Clerk  
(978) 597-2212  
Fax (978) 597-5611

**WATER COMMISSIONERS MEETING MINUTES**

August 13, 2013 5:30 PM 540 MAIN STREET WEST TOWNSEND, MA

**I. PRELIMINARIES:**

- 1.1 NB called the meeting to order at 5:32 p.m.
- 1.2 Roll call showed 3 members present: Niles Busler, Fran McNamara and Andrea Wood.
- 1.3 Guest Present: Supt. Paul Rafuse, Town Administrator, Andy Sheehan, George Allen, Louis Soracco, James Blanchard, Michael MacEachern and Brenda Boudreau-clerk
- 1.4 (FM) voted to approve the meeting minutes for July 8, 2013 (AW) seconded, unanimous vote.
- 1.5 Chairman's additions or deletions:

**II. APPOINTMENTS:**

- 2.1 5:45 pm George Allen, Stantec RE: Discuss bacteria issues at Highland Street Tank and SCADA system. George reported that he had received a lot of data from Paul to try and eradicate the ongoing bacteria issues at the Highland Street Tank. George explain after reviewing all the data the problem is intermediate and not obvious, for those reasons he suggests beginning the process by tanking the tank offline and chlorinate/ disinfect after the disinfection it will be refilled and put back online. The next step would be to chlorinate the well fields and continue on to the Fitchburg Road tank. George also discussed the ongoing SCADA project, in order to move forward he suggest writing a letter to Woodwin & Curran requesting for all the plans that had been design and purchased by the water department. Once he takes possession of the plans he can modify the designs to meet our needs. George feels he can get the bid to be sent out within the next couple of months after receiving all necessary documents. (FM) stated that he would like to move quickly and as inexpensive as possible, we can upgrade the system at a later date. Fran wants a basic system that is expandable when needed. The third point George discussed was the issue of microwave technology. Microwave technology is expandable as well as broadband and will be beneficial to the town down the road. (FM) stated that he would like to see this included in the base bid. Towers with or without guide wires will be determined by the height needed, wind velocity etc. a path study will be done within the first bid to determine if this technology can be used.

**III. MEETING BUSINESS:**

- 3.1 Review/Discuss/Vote to approve bid to purchase new truck to replace W-2 service truck. Paul updated the bid with the Boards recommendations and had it reviewed by town counsel.  
**FM made a motion to approve the invitation to bid as written for a four wheel drive utility truck AW seconded. Unanimous vote.**
- 3.2 Review/Discuss/Vote to approve bid for services to install new Itron radio meter reading transmitters. Paul made all the changes that the Board suggested, including and add alternate to install the units to the outside of the house.  
**FM made a motion to approve the invitation to bid for the Radio Read Transmitter installation Project. AW seconded. Unanimous vote.**
- 3.3 Review/Discuss/Vote to review quotes for leak detection services.  
**Tabled. To be added to next agenda.**
- 3.4 Review/Discuss/Vote on the use of Time Sheets.  
Paul requested a vote by the Board. Paul & Andy feel that they are redundant. However, Andrea stated that she feels that one is the summary sheet and one is the time sheet and would still like to keep them both on file. Carolyn stated that the reason she brought this up was because we had submitted a time sheet for time she was not physically here but was being compensated for it. She feels that she wants to keep a record on file. AW stated that you cannot force comp time on an individual. Andy reported that with the union contract Brenda hours are scheduled for 7:30-3:30 and cannot modify her schedule. Andy also asked what the cost would be for Brenda to work the meetings yearly. Andy stated that Brenda has a more predictable schedule than the Operation staff but Andy feels that each worker has to be treated the same. AW stated that she hates scheduled overtime and feels it is poor management. It was also decided that Andrea will prepare the meeting minutes until the union contract is settled and time sheets filled out and will be kept in the office.
- 3.5 Review/Discuss request from the Town of Ashby to supply a portion of the Town with water. Fran and Niles wants to move forward with an agreement with the town of Ashby. NB relayed that he feels although we are in charge of distributing water to the Townsend residents from the aquifer but it not our water, so he feels it should be a vote of the town on whether or not to allow Ashby to draw water from our system. FM stated that by selling them water we can maybe reduce the rates for the Townsend residents. Paul stated that they will be performing an impact study. AW feels that it would be remiss to provide Ashby with water unless we become their water department or they should look into developing their own water source. Andy cautioned that by having a vote could cause ill will with our neighbors pending the outcome of the vote. Paul stated that DEP ( Barb Kickam) was informed and felt as though it was worth pursuing. Paul will keep the Board informed as he receives the information.
- 3.6 Approve 1" service, #61652, Transformations, 3 Penny Lane **FM moved. Unanimous vote.**
- 3.7 Mandatory Referral Planning Board, RE: Special Permit for 35 Scales Lane. **No comment**
- 3.8 Mandatory Referral Planning Board, RE: Wind Energy Systems By-Law. **No comment**

#### **IV. UPDATES/ADDITIONS/REPORTS**

##### **4.1 Commissioners Updates/Reports**

- 4.1.1 The Board suggested that the water application and/or transfer form does not reference our right to enter onto their property and suggested it be revised and pass through counsel. Fran said his application states that they have to follow all rules and regulations and agree to allow access to their property for water related issues.
- 4.1.2 Aw asked if there was still a hydrant to be repaired/replaced. Paul replied that currently there is a hydrant in front of Evans that he plans to repair hopefully before the start of school.
- 4.1.3 AW reported that she spoke to Kathy Rossbach and she would inform the bank to stop redacting the deposit slips when she returned from vacation.
- 4.1.4 AW reported that she would like to address the management letter and abatement policy at the next meeting.
- 4.1.5 AW inquired about the purchase of a new saw that was mentioned at the last meeting. Paul presented the board with the quotes and they decided to put the order through for \$ from
- 4.1.6 AW asked about the front door repair. Paul had inquired about putting an automatic door opener for the elderly customers. Paul presented a quote to the Board from

##### **4.2 Superintendent Update/Reports.**

- 4.2.1 Superintendent will be on vacation beginning 8/17/2013 and returning on 8/26/2013.
- 4.2.2 Present updated Inland Marine Policy. The Board reviewed the updated policy.
- 4.2.3 Paul presented a letter to West Meadow Estates for roads not owned by the town.  
**NB accepted the letter as written.**

##### **4.3 Office Administrator/Billing Clerk**

- 4.3.1 Update on Unibank
- 4.3.2 Brenda reported that an Eagle Scout was interested in cleaning up the baseball field in Timberlee Park for his project and has been cleared by the Town Administrator.

#### **V. EXECUTIVE SESSION**

5.1 Executive Session: under M.G.L. c. 30A, s. 21(a)(1) complaints against a public officer, employee, staff member or individual.

##### **Meeting was held out of Executive session.**

The Board discussed with all parties the complaint filed against Paul Rafuse from Carolyn Smart referencing the decision to delete the second set of QuickBooks of created by Carolyn for the Townsend water Department.

Carolyn began the meeting by saying she had spoken to all the commissioners with her concerns, she stated that she did not consider it a complaint but a concern. She had gone to

Paul about her concerns and told him she wanted to discuss it further either with her and a commissioner, open meeting or executive session and it was his decision to have it this way.

NB stated that Andy had sent him a current version of the Policies and Procedures manual and within that this sort of resolution rest at his front doorstep. NB was hoping to iron it out at the meeting rather than taking it to the town. If it cannot be worked out the next step is Andy and then the Board of Selectmen. Carolyn stated there is really no resolution to this it is what it is and she just wants to make them aware of it. Carolyn began by saying during her past year of employment she has made a lot of changes, with the server etc. She told the Board about how she began a second set of books and it was a lengthy task. After receiving a call the other day from Jack the QuickBooks expert, Carolyn wanted to show Paul a report from her set of quickbooks and when she tried to open the program she realized it had been deleted. Carolyn feels as though it was disrespectful to just delete it out. She also pointed out that it was in her job description. Paul stated that it was a management decision and felt as though the auditors would have a problem with it. He also stated that he has the authority to assign jobs to the clerical staff and he had not given Carolyn that specific task to do. Therefore he feels this matter should not have gone before the Board. Brenda stated that she had been the only one who posted warrants, prepared and maintained the budget etc. and Carolyn's data was outdated. AW reminded us that she was considering Carolyn inventory list. Brenda stated her list was just as detailed and she had not seen it yet. AW then told Paul he made a poor decision. Paul stated that there were more serious issues if a manager can't make a decision and be backed by the board. AW argued that it was he did not back their decision. Paul stated that he absolutely follow their instructions and asked Brenda the Office Administrator to call Jack who had been previously recommended by FM and look into the possibility of tracking vacation time within quickbooks which she did. NB feels that Jack could have looked at the set of books and conclude if it was worthy of keeping. FM asked if it was a benefit to delete it. Paul stated that he thought it had been dormant for a long time prior to deleting it. NB argued that he felt as though he had wasted money by throwing away the hours that we paid for Carolyn to do the work. Paul stated again that she was not authorized to do that work, Carolyn disputed that fact. NB asked Andy for his input and Andy stated that Paul being a supervisor clearly has the right to assign and reassign work and an employee should not go off "willy nilly" and do things without his full knowledge and approval. He also thought that there were errors made by a number of parties and if we need him he will be there to assist us in moving forward. Andy hopes that this will not affect the Boards working relationship with its staff. NB referred to article 35 in which he believes Carolyn did not do the work to be nasty nor did Paul delete it to be malicious. NB concluded by saying it could be a benefit to have an employee that is enthusiastic about doing things and he should channel that energy. Paul requested that from now on all correspondence from the Board go through him to maintain proper

protocol, believes that there has been correspondence to and from the Board that is not getting passed by him.

**VI. ADJOURNMENT:**

NB moved to adjourn the meeting at 8:58 P.M.

Meeting minutes for August 13, 2013 approved and released on \_\_\_\_\_, 2013.

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

Name: I Nicholson Account # 60684

Address: 13 Smith

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

Billing date \_\_\_\_\_

AMOUNT: 1.55 ABATEMENT ☐ ADJUSTMENT ☒ (check one)

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

Reasons: (please attached supporting documentation if applicable)

L/c 1.55 Recvd @ Treasures Office on 5/1  
we did not receive until 5-9-14 - see note

APPROVED ☐ DENIED ☐ (check one)

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

TOWNSEND BOARD OF WATER COMMISSIONERS

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**Stantec Consulting Services Inc.**  
5 LAN Drive Suite 300  
Westford MA 01886-3538  
Tel: (978) 692-1913  
Fax: (978) 692-4578

May 5, 2014

File: 195111966

**Townsend Water Department  
Board of Water Commissioners  
P.O. Box 17  
Townsend, MA 01469-0017**

**Reference: Townsend SCADA System Bid Results**

Dear Commissioners,

On April 30, 2014, two (2) bids were received for the SCADA system upgrade project and were publically read out loud. The base bid includes the installation of new SCADA equipment at each site and a microwave communication system. The deductive alternates that were received allow for a reduction in the base bid cost by the elimination of the microwave equipment in exchange for traditional radio equipment. The following table provides a summary of the bids received. The three contract options (Scenarios 1-3) refer to full microwave (Scenario 1), hybrid microwave and radio (Scenario 2), and radio only (Scenario 3).

Name	Base Bid	Deductive Alternate 1	Deductive Alternate 2	Contract Options
Weston & Sampson CMR, Inc.	\$668,987.00	\$442,496.00	\$512,738.00	Scenario 1 = \$668,987.00 Scenario 2 = \$226,491.00 Scenario 3 = \$156,249.00
Ewing Electrical Co., Inc.	\$772,700.00	\$346,000.00	\$495,000.00	Scenario 1 = \$772,700.00 Scenario 2 = \$426,700.00 Scenario 3 = \$277,700.00

Copies of each Bid received are attached.

After reviewing the bids, Weston & Sampson CMR, Inc. was found to be the lowest bidder for each scenario. We have reviewed their project experience and completed an initial background check of their qualifications. It should be noted that in 2009 Weston & Sampson Services Inc. (now Weston & Sampson CMR, Inc.) and its president and treasurer agreed to pay over \$107,000 to settle allegation of prevailing wage and record keeping violations (see attached press release from the Attorney General's office). In addition, in 2012 it was reported by The Foxboro Reporter that Weston & Sampson CMR, Inc.'s low bid was successfully dismissed due to "... a record of slow payment to their subcontractors and that they had been behind schedule on several projects of similar nature ...". The same article indicates that it was later discovered that an in-house investigation had exposed a "fraud" allegedly perpetrated by an official in the CMR division (see attached article from The Foxboro Reporter).

We have also requested that Weston & Sampson CMR, Inc. complete a low bidder questionnaire. The questionnaire and their responses will be forwarded once received.



May 5, 2014

Page 2 of 2

**Reference: Townsend SCADA System Bid Results**

If you have any questions, or need any additional information on which to base your decision regarding the award of a contract for this project, please contact our office.

Yours truly,

**STANTEC CONSULTING SERVICES INC.**

Louis A. Soracco, P.E.

Project Manager

Phone: (978) 577-1437

Fax: (978) 692-4578

[lou.soracco@stantec.com](mailto:lou.soracco@stantec.com)

Encl.      Weston & Sampson CMR, Inc. Bid  
             Ewing Electrical Co., Inc. Bid  
             Attorney General 2009 Press Release  
             The 2012 News Article from The Foxboro Reporter

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SECTION 00330

BID

PART A - BID

A.1 GENERAL

Proposal of Weston and Sampson CMR, Inc. (hereinafter called  
"BIDDER"), organized and existing under the laws of the State of

Massachusetts doing business as Corporation

\*  
"Insert "a corporation," "a partnership," or "an individual" as applicable.

To the Townsend Water Department, Townsend, Massachusetts (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Work for **Water System SCADA System Upgrade**, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.

A.2 DECLARATIONS

The BIDDER declares that no person in the employ of the OWNER is pecuniarily interested in this proposal or in the Contract for the work which he proposes to do, that he has carefully examined the Contract and Specifications and has informed himself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the work. He understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the work in accordance with the accompanying Specifications and Drawings prepared by Stantec Consulting Services Inc. for the sums specified herein, subject to additions and deductions according to the Specifications, and in all respects according to the terms thereof.

BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed and to fully complete the Project within **150 CALENDAR DAYS** thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$1,200** for each consecutive calendar day thereafter.

The BIDDER proposes and agrees that within 5 days next after the day on which Notice of the Award shall be given to him or mailed to him at the address hereinafter given, he will sign in quintuplicate agreements of the form provided in Section 00531, and will execute and deliver to the OWNER, Bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in Massachusetts.

The BIDDER acknowledges receipt of the following addenda:

No. 1, dated April 23, 2014  
No. \_\_\_\_\_, dated \_\_\_\_\_, 2014  
No. \_\_\_\_\_, dated \_\_\_\_\_, 2014

It is understood that the quantities given in this proposal are approximate only and are given as a basis for comparison of the proposals. The Owner does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, but reserves the right to increase or decrease the amount of any item of the work listed, and the unit prices quoted in the proposal shall apply without change to such variation in the quantity of each of the items.

**A.3 SCHEDULE OF PRICES:**

NOTE: This Proposal shall be filled in by the BIDDER with the prices written in both words and numerals. In case of discrepancy between words and numerals, the amount shown in words shall govern.

**SCHEDULE OF PRICES**

**WATER SYSTEM SCADA SYSTEM UPGRADE  
TOWNSEND WATER DEPARTMENT  
TOWNSEND, MASSACHUSETTS**

**BID NARRATIVE**

- a. Scenario 1: The communication system will utilize microwave equipment and associated towers at all sites (Base Bid). See Drawing EI-003 for equipment included under the base bid scenario (includes 8 microwave antennas and associated 100-foot towers).
- b. Scenario 2: If Deductive Alternate No. 1 is elected, the microwave equipment and associated towers at six (6) sites will be eliminated from the scope, traditional VHF radio equipment will be added to all sites, and a hybrid microwave and traditional radio communication system will be used. See Drawing EI-004 for equipment included under this scenario.
- c. Scenario 3: If Deductive Alternate No. 2 is elected in addition to Deductive Alternate 1, the remaining microwave equipment and associated towers will be eliminated from the scope, a 50-foot utility pole will be installed at the Highland Tank site, and each site will communicate using traditional VHF radio equipment. See Drawing EI-005 for equipment included under this scenario.

**TOTAL OF BASE BID**

The proposed total BASE BID for all work, is a Lump Sum of:

Six hundred sixty-eight thousand nine hundred eighty-seven Dollars  
(\$ 668,987.00)

**Deductive Alternate Item 1 (D-1)**

Eliminate the microwave equipment and towers from six (6) sites. Equip all sites with traditional VHF radio equipment to form a hybrid microwave and traditional radio system. If this change in work is elected, the following amount shall be subtracted from the Base Bid:

Four hundred forty-two thousand four hundred ninety-six  
Dollars  
\$ 442,496.00

**Deductive Alternate Item 2 (D-2)**

Eliminate the microwave equipment and towers from the Highland Street Tank and the Water Department Office sites, and to install a 50-foot utility pole at the Highland Street Tank site. If this change in work is elected, the following amount shall be subtracted from the base bid:

Five hundred twelve thousand seven hundred thirty-eight

Dollars

\$ 512,738.00

**PART B - BID CONDITIONS**

The basis of award will be the lowest Base Bid or the lowest Base Bid with Deductive Alternates at the Owner's discretion. If the Deductive Alternates are used, they will be taken in numerical order.

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding.

The BIDDER agrees that the Bid shall be valid and the time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids and where Federal approval is required, the time period for holding bids is 30 days, Saturdays, Sundays and legal holidays excluded after Federal approval. The BIDDER may not withdraw a Bid during this holding period.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal Contract attached within 5 days and deliver a 100% Performance Bond and a 100% Payment Bond required by the General Conditions.

The Bid security attached in the sum of five percent of the Bid is to become the property of the OWNER in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

The undersigned agrees to complete the Work of this Contract within **150 consecutive calendar days** following the date of the Notice to Proceed.

This Bid may be accepted by the OWNER at any time within 30 days, Saturdays, Sundays and legal holidays excluded, of the opening of Bids.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Contract and furnish satisfactory Bonds, within 5 days from the date of Notice of Award of the Contract, then the OWNER may, at his option, determine that the undersigned has abandoned the Contract, and thereupon, this Bid shall be null and void, and the Bid Security accompanying this Bid shall be forfeited to and become the property of the OWNER, or the penalty of the Bid Bond shall be invoked as liquidated damages for such failure or neglect; otherwise, such Bid Security shall be returned to the undersigned.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

Michael J. Scipione, President/Treasurer - Walpole, MA

John A. Bocchino, Jr., VP of Operations - Wilmington, MA

Robert A. Goober, Clerk - Burlington, MA

Barbara K. Cook, Assistant Treasurer/Assistant Clerk - Newburyport, MA

PART C - COMPLIANCE WITH TAX LAWS

Pursuant to M.G.L. Ch 62C, s49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes Required under law.

PART E - NON-COLLUSION c149 s44D (1)(b)

The undersigned hereby certifies under penalties of perjury that there have been no substantial changes in his financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement and that the bid is in all respects bonafide, fair and made without collusion or fraud with any other person. "Person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

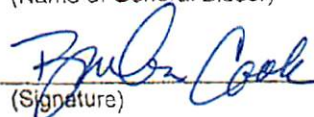
The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated there under.

Seal (if corporation)

4/30/14  
(Date)

Weston & Sampson CMR, Inc.  
(Name of General Bidder)

By:

  
(Signature)

Barbara K. Cook, Assistant Treasurer  
(Title & Name of Person Signing Bid)

5 Centennial Drive  
(Business Address of BIDDER)

Peabody, MA 01960  
(Town, State and Zip Code)

978-532-1900  
(Telephone No.)

978-977-0100  
(Facsimile No.)

END OF SECTION





**Clerk's Certificate of Vote**

The undersigned, Clerk of Weston & Sampson CMR, Inc., hereby certifies that, at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on December 18, 2013.

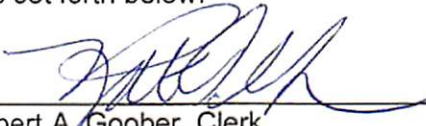
VOTED: To authorize John A. Bocchino, Jr.  
Barbara K. Cook  
Michael J. Scipione  
Robert A. Goober

Acting individually, to execute and deliver on behalf of the Corporation, contracts for professional services, up to \$1,000,000 in value, which are in the ordinary course of the Corporation's business, during fiscal year 2014.

VOTED: To authorize Stephen J. Richard  
L. Reed Soley

Acting individually, to execute and deliver on behalf of the Corporation, contracts for professional services, up to \$50,000 in value, which are in the ordinary course of the Corporation's business, during fiscal year 2014.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

  
Robert A. Goober, Clerk

4/30/14  
Date



DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR

*The Commonwealth of Massachusetts*  
*Executive Office for Administration and Finance*  
*Division of Capital Asset Management and Maintenance*

One Ashburton Place  
Boston, Massachusetts 02108  
Tel: (617) 727-4050  
Fax: (617) 727-5363

GLEN SHOR  
SECRETARY, ADMINISTRATION &  
FINANCE

CAROLE CORNELISON  
COMMISSIONER

**Prime/General**  
**Certificate of Contractor Eligibility**

CONTRACTOR IDENTIFICATION NUMBER: **0539**

**This Certificate Shall Be Used for Submitting Prime/General Bids Only**

1. **CERTIFICATION PERIOD:** This Certificate is valid from 10/18/2013 to 6/30/2014
2. **CONTRACTOR'S NAME:** Weston & Sampson CMR, Inc.
3. **CONTRACTOR'S ADDRESS:** 5 Centennial Drive, Peabody, MA 01960
4. **WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

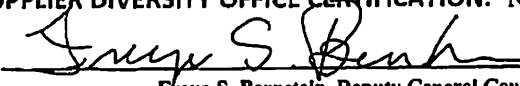
- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Alarm Systems               | <input type="checkbox"/> Elevators                                | <input type="checkbox"/> Historical Masonry          | <input type="checkbox"/> Painting                                   |
| <input type="checkbox"/> Asbestos Removal            | <input type="checkbox"/> Energy Management Systems                | <input type="checkbox"/> Historical Painting         | <input type="checkbox"/> Plumbing                                   |
| <input type="checkbox"/> Deleading                   | <input type="checkbox"/> Exterior Siding                          | <input type="checkbox"/> Historical Roofing          | <input checked="" type="checkbox"/> Pumping Stations                |
| <input type="checkbox"/> Demolition                  | <input type="checkbox"/> Fire Protection Sprinkler Systems        | <input type="checkbox"/> HVAC                        | <input type="checkbox"/> Roofing                                    |
| <input type="checkbox"/> Doors & Windows             | <input type="checkbox"/> Floor Covering                           | <input type="checkbox"/> Masonry                     | <input checked="" type="checkbox"/> Sewage & Water Treatment Plants |
| <input checked="" type="checkbox"/> Electrical       | <input checked="" type="checkbox"/> General Building Construction | <input type="checkbox"/> Mechanical Systems          | <input type="checkbox"/> Telecommunication Systems                  |
| <input type="checkbox"/> Electronic Security Systems | <input type="checkbox"/> Historical Building Restoration          | <input type="checkbox"/> Modular Construction/Prefab | <input type="checkbox"/> Waterproofing                              |

5. **EVALUATIONS:**

Number of Projects Evaluated: 27  
Average Project Evaluation Rating: 87  
Number of Projects Below Passing Score: 2
6. **PROJECT LIMITS:**

Single Project Limit (SPL): \$2,000,000.00  
Aggregate Work Limit (AWL): \$5,000,000.00  
General Building Construction Limit: \$2,000,000.00

7. **SUPPLIER DIVERSITY OFFICE CERTIFICATION:** N/A

  
Freya S. Bernstein, Deputy General Counsel,  
for Carole J. Cornelson, Commissioner

10/18/13  
Approval Date

**NOTE TO CONTRACTORS:** Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Completed Applications timely may result in a gap in Certification or a lapse in Certification altogether for your company.

Reviewer's Initials 



SECTION 00330

BID

PART A - BID

A.1 GENERAL

Proposal of Ewing Electrical Co. Inc (hereinafter called  
"BIDDER"), organized and existing under the laws of the State of  
New Hampshire doing business as Corporation

\*Insert "a corporation," "a partnership," or "an individual" as applicable.

To the **Townsend Water Department, Townsend, Massachusetts** (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Work for **Water System SCADA System Upgrade**, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.

A.2 DECLARATIONS

The BIDDER declares that no person in the employ of the OWNER is pecuniarily interested in this proposal or in the Contract for the work which he proposes to do, that he has carefully examined the Contract and Specifications and has informed himself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the work. He understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the work in accordance with the accompanying Specifications and Drawings prepared by Stantec Consulting Services Inc. for the sums specified herein, subject to additions and deductions according to the Specifications, and in all respects according to the terms thereof.

BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed and to fully complete the Project within **150 CALENDAR DAYS** thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$1,200** for each consecutive calendar day thereafter.

The BIDDER proposes and agrees that within 5 days next after the day on which Notice of the Award shall be given to him or mailed to him at the address hereinafter given, he will sign in quintuplicate agreements of the form provided in Section 00531, and will execute and deliver to the OWNER, Bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in Massachusetts.

The BIDDER acknowledges receipt of the following addenda:

No. 1, dated April 23, 2014  
No. \_\_\_\_\_, dated \_\_\_\_\_, 2014  
No. \_\_\_\_\_, dated \_\_\_\_\_, 2014

It is understood that the quantities given in this proposal are approximate only and are given as a basis for comparison of the proposals. The Owner does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, but reserves the right to increase or decrease the amount of any item of the work listed, and the unit prices quoted in the proposal shall apply without change to such variation in the quantity of each of the items.

**A.3 SCHEDULE OF PRICES:**

NOTE: This Proposal shall be filled in by the BIDDER with the prices written in both words and numerals. In case of discrepancy between words and numerals, the amount shown in words shall govern.

**SCHEDULE OF PRICES**

**WATER SYSTEM SCADA SYSTEM UPGRADE  
TOWNSEND WATER DEPARTMENT  
TOWNSEND, MASSACHUSETTS**

**BID NARRATIVE**

- a. Scenario 1: The communication system will utilize microwave equipment and associated towers at all sites (Base Bid). See Drawing EI-003 for equipment included under the base bid scenario (includes 8 microwave antennas and associated 100-foot towers).
- b. Scenario 2: If Deductive Alternate No. 1 is elected, the microwave equipment and associated towers at six (6) sites will be eliminated from the scope, traditional VHF radio equipment will be added to all sites, and a hybrid microwave and traditional radio communication system will be used. See Drawing EI-004 for equipment included under this scenario.
- c. Scenario 3: If Deductive Alternate No. 2 is elected in addition to Deductive Alternate 1, the remaining microwave equipment and associated towers will be eliminated from the scope, a 50-foot utility pole will be installed at the Highland Tank site, and each site will communicate using traditional VHF radio equipment. See Drawing EI-005 for equipment included under this scenario.

**TOTAL OF BASE BID**

The proposed total BASE BID for all work, is a Lump Sum of:

Seven hundred and Seventy two thousand seven hundred dollars Dollars  
(\$ 772,700. - )

**Deductive Alternate Item 1 (D-1)**

Eliminate the microwave equipment and towers from six (6) sites. Equip all sites with traditional VHF radio equipment to form a hybrid microwave and traditional radio system. If this change in work is elected, the following amount shall be subtracted from the Base Bid:

Three hundred and forty six thousand dollars Dollars  
\$ 346,000. -

**Deductive Alternate Item 2 (D-2)**

Eliminate the microwave equipment and towers from the Highland Street Tank and the Water Department Office sites, and to install a 50-foot utility pole at the Highland Street Tank site. If this change in work is elected, the following amount shall be subtracted from the base bid:

four hundred and ninety five thousand dollars Dollars

\$ 495,000. —

**PART B - BID CONDITIONS**

The basis of award will be the lowest Base Bid or the lowest Base Bid with Deductive Alternates at the Owner's discretion. If the Deductive Alternates are used, they will be taken in numerical order.

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding.

The BIDDER agrees that the Bid shall be valid and the time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids and where Federal approval is required, the time period for holding bids is 30 days, Saturdays, Sundays and legal holidays excluded after Federal approval. The BIDDER may not withdraw a Bid during this holding period.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal Contract attached within 5 days and deliver a 100% Performance Bond and a 100% Payment Bond required by the General Conditions.

The Bid security attached in the sum of five percent of the Bid is to become the property of the OWNER in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

The undersigned agrees to complete the Work of this Contract within **150 consecutive calendar days** following the date of the Notice to Proceed.

This Bid may be accepted by the OWNER at any time within 30 days, Saturdays, Sundays and legal holidays excluded, of the opening of Bids.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Contract and furnish satisfactory Bonds, within 5 days from the date of Notice of Award of the Contract, then the OWNER may, at his option, determine that the undersigned has abandoned the Contract, and thereupon, this Bid shall be null and void, and the Bid Security accompanying this Bid shall be forfeited to and become the property of the OWNER, or the penalty of the Bid Bond shall be invoked as liquidated damages for such failure or neglect; otherwise, such Bid Security shall be returned to the undersigned.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

_____	_____
_____	_____
_____	_____

PART C - COMPLIANCE WITH TAX LAWS

Pursuant to M.G.L. Ch 62C, s49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes Required under law.

PART E - NON-COLLUSION c149 s44D (1)(b)

The undersigned hereby certifies under penalties of perjury that there have been no substantial changes in his financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement and that the bid is in all respects bonafide, fair and made without collusion or fraud with any other person. "Person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated there under.

Seal (if corporation)

4/30/14  
(Date)

Ewing Electrical Co Inc  
(Name of General Bidder)

By: [Signature]  
(Signature)

Philip E Davidson, President  
(Title & Name of Person Signing Bid)

PO Box 370 3 North Rd  
(Business Address of BIDDER)

Deerfield NH 03037  
(Town, State and Zip Code)

603 463 8852  
(Telephone No.)

603 463 9323  
(Facsimile No.)

END OF SECTION



The Official Website of the Attorney General of Massachusetts

**Attorney General  
Martha Coakley**[Home](#) > [News and Updates](#) > [Press Releases](#) > 2009 > Peabody Firm Agrees to Pay Over \$107,000 to...MARTHA COAKLEY  
ATTORNEY GENERAL

For Immediate Release - July 02, 2009

**Media Contact**Harry Pierre  
(617) 727-2543**Peabody Firm Agrees to Pay Over \$107,000 to Settle Alleged  
Prevailing Wage Violations**

BOSTON -Attorney General Martha Coakley's Office has reached a settlement with Weston & Sampson Services, Inc. (Weston & Sampson), of Peabody, and its president and treasurer, John A. Bocchino, Jr., age 47, of Wilmington, to settle allegations of prevailing wage and record keeping violations. As part of the settlement agreement, Weston & Sampson and Bocchino will pay \$92,500 in restitution to 25 mechanics, technicians and electricians who worked on public projects in 27 different municipalities throughout Massachusetts between January 2006 and June 2009. The agreement also requires the company to pay a \$15,000 fine to the Commonwealth for the alleged violations. Weston & Sampson conducted a self-audit of their records and cooperated fully with the Attorney General's investigation.

The Prevailing Wage Laws apply to construction work performed on public works projects in Massachusetts. These laws allow all contractors bidding on public works projects to enjoy a "level playing field" by standardizing the rate of pay the workers will earn. A company's failure to pay its employees the state prevailing wage for work performed at a public construction site can result in both civil and criminal penalties against the company and its owner. Workers who believe they may not been paid the appropriate wages are encouraged to call the Attorney General's Fair Labor Hotline at (617) 727-3465.

The matter was handled by Assistant Attorney General Kate J. Fitzpatrick and Inspector Leah Turney, both of Attorney General Coakley's Fair Labor Division.

Below is the list of communities where Weston & Sampson worked on public projects:

- Bellingham
- Boston (Brighton, Mattapan, Roxbury)
- Cambridge
- Chicopee
- Clinton
- Danvers
- Everett
- Fitchburg
- Freetown
- Great Barrington
- Lawrence
- Leominster
- Malden

Thursday, June 07, 2012



Foxboro, Massachusetts

Our 125th Year

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APARTMENT LIVING AT ITS FINEST IN FOXBORO



FAMILY BUILT, OWNED  
and MANAGED for  
TWO GENERATIONS.

6 Putnam Road, Foxboro 508-543-4697

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## Review raised red flags about local firm

By Frank Mortimer

Published Thursday, June 7, 2012 3:39 PM EDT

Construction of the Oak Street water treatment plant is scheduled to begin this week under a \$5.1 million contract with a firm the town picked after detecting worrisome deficiencies in the lowest bidding firm.

Town water and sewer consultant Robert Bell's review of low-bidder Weston & Sampson CMR's performance on other construction jobs sent up some red flags.

That review prompted the water board and town manager Kevin Paicos to, instead, award the contract to the second-lowest bidder, Barbato Construction Company.

Weston & Sampson CMR sued the town in Norfolk Superior Court in an attempt to block the award of the contract to Barbato, but town counsel Paul DeRensis won the case, which allows Barbato's construction of the plant to begin.

The plant, which is to be completed in about a year, will remove iron and manganese from the town's water supply on the east end of town, just at the Warren McKay plant at Witch Pond does for the west side of town.

The town's due diligence in screening Weston & Sampson CMR's construction record on file with the state -- a review "strongly encouraged" by the Massachusetts Department of Construction and Management -- and its legal victory over Weston & Sampson CMR's move to win the contract through the courts, proved to be fortunate.

### 'Fraud' exposed

Weston & Sampson president Michael Scipione in a May 17 letter notified its subcontractors that an in-house investigation had exposed a "fraud" allegedly perpetrated by an official in the CMR division.

In that letter, which was also received by the board of water and sewer commissioners, Scipione wrote that on May 7 the Weston & Sampson management team "discovered what appeared to be significant financial irregularities within its CMR division. That person was immediately placed on leave and has since resigned. An initial review of the situation has found a concerted and elaborate effort to perpetrate a fraud."

Reached by email, Scipione said, "We uncovered this issue, are taking appropriate steps to determine its scope, and will fulfill our obligations as Weston & Sampson has for more than 100 years." He declined to be interviewed and did not respond to a subsequent email asking whether the matter has been reported to law enforcement authorities.

"We knew nothing about the alleged fraud when we made the decision to go to the second low bidder," Foxboro department of public works director Roger Hill said. "What we had discovered was that W&S CMR Inc. had a record of slow payment to their subcontractors and that they had been behind schedule on several projects of similar nature to ours."

In addition, Hill said, the state Department of Construction and Management report indicated that Weston & Sampson CMR had been passed over as low bidder twice before.

"These are indicators of problems," Hill said. "It was their unsatisfactory and incomplete response to our citation of these

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your  
customers  
online



thesunchronicle.com

CONTACT MICHELLE LAMARRE, ONLINE SALES MANAGER 508-235-0309



irregularities that led us to recommend going to the second bidder."

But Hill did not rule out the possibility that Foxboro led Weston & Sampson to root out the alleged fraud in its ranks.

"We may have been an alert to senior management in the company that they ought to take a look at the management of operations," Hill said.

Hill made a distinction between the W&S engineering and architectural division, which is currently doing a traffic study of the Mechanic and Chestnut Street intersection, and the CMR construction arm where the problems were occurring.

"The engineering company has done, is doing and will do work in the future for the town," Hill said.

"Weston & Sampson -- the engineering and architectural company -- has served the town very satisfactorily for many years on different projects," he said. "They are currently under contract and have been for several years, monitoring the sewer lift stations, and they are doing a small traffic study of a problem intersection. Their work continues to be very acceptable."

Weston & Sampson's ongoing study of traffic at Mechanic and Chestnut Street was prompted by complaints about traffic and by DPW employees' observation of heavy stacking of vehicles trying to make a left turn from the north end of Chestnut Street onto Mechanic Street toward Interstate 95 during the morning rush.

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[UPDATE: Kraft Group says no negotiations taking place with town](#)

[No charges for teen](#)

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

Niles Busler, Chairman  
Paul L. Rafuse,  
Water Superintendent

Francis McNamara, Vice-Chairman

Andrea Wood, Clerk  
(978) 597-2212  
Fax (978) 597-5561

**WATER COMMISSIONERS MEETING AGENDA**

MAY 12, 2014 - 5:30P.M.

Water Department 540 Main Street, Meeting Room

**I. PRELIMINARIES:**

- 1.1 Call the meeting to order.
- 1.2 Roll call.
- 1.3 Chairman's additions or deletions. ✓
- 1.4 Review/ Approve meeting minutes

**II. MEETING BUSINESS:**

- 2.1 Discussion/Update.
  - 2.1.1 Reorganize the Board and welcome new members.
  - 2.1.2 Discuss/Review/ Approve Results of SCADA Bid
  - 2.1.3 Discuss/Review/ Approve reducing water rates due to accrued surplus in accordance with our enabling Acts of 1920.
  - 2.1.4 Discuss/ Approve Superintendent Request to be put on Agenda at next Selectmen's meeting to provide information and request Selectmen and other Town Officials support in opposing the Sustainable Water Management Initiative (SWMI) and its effect on the draft Water Management Act Regulation for Public Water Suppliers.
  - 2.1.5 Discuss account# 2750, Steve Malcom, 42 Ash Street Re: Disputing bill.
  - 2.1.6 Approve 1" service #61632, Harbor Classic Homes, 6 Cooperage Way
  - 2.1.7 Approve 1" service #61708, Decca Corp, 4 Trophy Avenue.
  - 2.1.8 Discuss/ Approve supplying water at Spaulding Memorial 7/9/14 - 7/10/14 for circus animals RE: Townsend recreation, Emma Huff 978-597-7375.
  - 2.1.9 Request for resident Bob Harrison to utilize the ball field at Timberlee Park.
- 2.2 Commissioners Updates/Report.
- 2.3 Water Superintendent Updates/Reports
- 2.4 Office Updates/Report.
  - 2.4.1 Sign April 2014 New Charges schedule of bills receivable report.
  - 2.4.2 Sign April 2014 schedule of bills receivable report.
  - 2.4.3 Review April 2014 Accounts receivable report.
- 2.5 Review and Sign Bills Payable Warrants

**III. ADJOURNMENT:**



# WORKORDER

## Townsend Water Department

2.1.1  
Work Order #: 2014-358

Issued On: 04/11/2014

By: Brenda

To: Mike

Question on  
belonging read and  
entered/done  
4.16.14

Projected Completion Date:

Customer: 2750 MALCOLM STEVEN

Location: 42 ASH STREET Rte:1 Seq:2900

Meter S/N: 2750 LAST READING: 913

Description:

Comment: Change meter top and itron April 16, 2014 @ 11am

OLD Reading 1045

JOB CODE DESCRIPTION

CHARGE

0.00

Work Order Total:

0.00

NEW Meter Reading: 0

Meter Make: HERSEY

NEW Meter Serial No.: 14129195

Meter Size: 5/8

ITRON ID # 67715911

2011

4/2011 - 26

7/2011 - 21

10/2011 - 17

1/2012 - 17

---

81,000 gallons

2012

4/2012 - 18

7/2012 - 23

10/2012 - 28

1/2013 - 14

---

85,000 gallons

2013

4/2013 - 18.

7/2013 - 22 (E)

10/2013 - 33 (E)

1/2014 - 17 (E)

---

90,000

2014

4/2014 - 18 (E)

4/18/2014  
Actual - 132

**Townsend Water Department**

4/30/2014

540 Main Street West Townsend MA 01474 PH: 978-597-2212

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## CUSTOMER HISTORY 06/05/2000 to 04/18/2014

**Acct: 2750 MALCOLM STEVEN Home:(978) 597-5162**  
**42 ASH STREET TOWNSEND MA 01469 Current Balance: \$383.00 ACTIVE**  
**Loc ID: 2750 @ 42 ASH STREET TOWNSEND**  
**Rte: 99 Seq.# 2900 Mtr S/N: 0000000000 Dep:\$0.00**

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
7/23/2008	WR	Unit Charge				55.00		-15.29
8/4/2008	WR	Check Total of \$50.00					4.38	-19.67
8/4/2008	WATR	Check Total of \$50.00					45.62	-65.29
9/11/2008	WR	Check Total of \$50.00					30.50	-95.79
9/11/2008	WATR	Check Total of \$50.00					19.50	-115.29
10/7/2008	WATR	Check Total of \$50.00					19.50	-134.79
10/7/2008	WR	Check Total of \$50.00					30.50	-165.29
11/6/2008	WR	Check Total of \$50.00					30.50	-195.79
11/6/2008	WATR	Check Total of \$50.00					19.50	-215.29
12/10/2008	WATR	Check Total of \$50.00					19.50	-234.79
12/10/2008	WR	Check Total of \$50.00					30.50	-265.29
1/6/2009	WATR	Check Total of \$50.00					19.50	-284.79
1/6/2009	WR	Check Total of \$50.00					30.50	-315.29
1/22/2009	WATR	Read on 01/15/2009 (X1000) RemMR	425	464	39	115.05		-200.24
1/22/2009	WR	Unit Charge				50.00		-150.24
4/3/2009	WATR	Check Total of \$50.00					74.19	-224.43
4/3/2009	WR	Check Total of \$50.00					-24.19	-200.24
5/5/2009	WR	Check Total of \$50.00					29.50	-229.74
5/5/2009	WATR	Check Total of \$50.00					20.50	-250.24
7/13/2009	WATR	Read on 07/13/2009 (X1000) RemMR	464	498	34	100.30		-149.94
7/13/2009	WR	Unit Charge				50.00		-99.94
11/6/2009	WR	Check Total of \$50.00					-10.67	-89.27
11/6/2009	WATR	Check Total of \$50.00					60.67	-149.94
12/14/2009	WR	Check Total of \$50.00					29.00	-178.94
12/14/2009	WATR	Check Total of \$50.00					21.00	-199.94
1/5/2010	WATR	Check Total of \$50.00					50.00	-249.94
1/15/2010	WATR	Read on 01/12/2010 (X1000)	498	540	42	123.90		-126.04
1/15/2010	WR	Unit Charge				50.00		-76.04
2/5/2010	WR	Check For \$50.00					4.61	-80.65
2/5/2010	WATR	Check For \$50.00					45.39	-126.04
4/2/2010	WR	Check For \$50.00					28.00	-154.04
4/2/2010	WATR	Check For \$50.00					22.00	-176.04
4/15/2010	WATR	Read on 04/09/2010 (X1000)	540	555	14	41.30		-134.74
4/15/2010	WR	Unit Charge				25.00		-109.74
8/4/2010	WATR	Check For \$50.00					123.58	-233.32
8/4/2010	WR	Check For \$50.00					-73.58	-159.74
10/1/2010	WATR	Read on 09/29/2010 (X1000)	555	617	62	248.00		88.26
10/1/2010	WR	Unit Charge				75.00		163.26

**Townsend Water Department**

4/30/2014

540 Main Street West Townsend MA 01474 PH: 978-597-2212

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## CUSTOMER HISTORY 06/05/2000 to 04/18/2014

Acct: 2750 MALCOLM STEVEN Home:(978) 597-5162  
 42 ASH STREET TOWNSEND MA 01469 Current Balance: \$383.00 ACTIVE  
 Loc ID: 2750 @ 42 ASH STREET TOWNSEND  
 Rte: 99 Seq.# 2900 Mtr S/N: 0000000000 Dep:\$0.00

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
10/1/2010	WATR	Check For \$50.00					38.26	125.00
10/1/2010	WR	Check For \$50.00					11.74	113.26
10/1/2010	WATR	Check For \$50.00					50.00	63.26
10/29/2010	WR	Check For \$63.26					63.26	0.00
11/5/2010	WATR	Check For \$50.00					50.00	-50.00
12/14/2010	WATR	Check For \$50.00					50.00	-100.00
1/7/2011	WATR	Check For \$50.00					50.00	-150.00
2/4/2011	WATR	Check For \$50.00					50.00	-200.00
4/1/2011	WATR	Read on 03/02/2011 (X1000)	617	643	26	104.00		-96.00
4/1/2011	WR	Unit Charge				75.00		-21.00
4/1/2011	WATR	Check For \$50.00					-25.00	4.00
4/1/2011	WR	Check For \$50.00					75.00	-71.00
4/8/2011	WATR	Check For \$50.00					50.00	-121.00
6/3/2011	WATR	Check For \$50.00					50.00	-171.00
7/1/2011	WATR	Read on 06/03/2011 (X1000)	643	664	21	84.00		-87.00
7/1/2011	WR	Unit Charge				37.50		-49.50
7/1/2011	WR	Check For \$50.00					37.50	-87.00
7/1/2011	WATR	Check For \$50.00					12.50	-99.50
8/2/2011	WATR	Check For \$50.00					50.00	-149.50
9/2/2011	WATR	Check For \$50.00					50.00	-199.50
10/15/2011	WATR	Read on 09/02/2011 (X1000)	664	703	38	152.00		-47.50
10/15/2011	WR	Unit Charge				37.50		-10.00
10/18/2011	WATR	Check For \$50.00					12.50	-22.50
10/18/2011	WR	Check For \$50.00					37.50	-60.00
1/15/2012	WATR	Read on 12/07/2011 (X1000)	703	720	17	68.00		8.00
1/15/2012	WR	Unit Charge				37.50		45.50
2/3/2012	WR	Check For \$100.00					37.50	8.00
2/3/2012	WATR	Check For \$100.00					62.50	-54.50
3/7/2012	WATR	Check For \$50.00					50.00	-104.50
4/3/2012	WR	Cash For \$50.00					37.50	-142.00
4/3/2012	WATR	Cash For \$50.00					12.50	-154.50
4/15/2012	WATR	Read on 03/14/2012 (X1000)	720	738	18	72.00		-82.50
4/15/2012	WR	Unit Charge				37.50		-45.00
4/30/2012	WATR	Check For \$50.00					50.00	-95.00
6/6/2012	WATR	Check For \$50.00					50.00	-145.00
6/29/2012	WR	Check For \$50.00					37.50	-182.50
6/29/2012	WATR	Check For \$50.00					12.50	-195.00

**Townsend Water Department**

4/30/2014

540 Main Street West Townsend MA 01474 PH: 978-597-2212

8

## CUSTOMER HISTORY 06/05/2000 to 04/18/2014

**Acct: 2750 MALCOLM STEVEN Home:(978) 597-5162**  
**42 ASH STREET TOWNSEND MA 01469 Current Balance: \$383.00 ACTIVE**  
**Loc ID: 2750 @ 42 ASH STREET TOWNSEND**  
**Rte: 99 Seq.# 2900 Mtr S/N: 0000000000 Dep:\$0.00**

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
7/15/2012	WATR	Read on 06/25/2012 (X1000)	738	761	23	92.00		-103.00
7/15/2012	WR	Unit Charge				37.50		-65.50
8/3/2012	WATR	Check For \$50.00					50.00	-115.50
9/6/2012	WATR	Cash For \$50.00					50.00	-165.50
10/5/2012	WATR	Cash For \$50.00					12.50	-178.00
10/5/2012	WR	Cash For \$50.00					37.50	-215.50
10/15/2012	WATR	Read on 09/21/2012 (X1000)	761	789	28	112.00		-103.50
10/15/2012	WR	Unit Charge				37.50		-66.00
11/30/2012	WATR	Check For \$50.00					50.00	-116.00
1/4/2013	WR	Check For \$50.00					37.50	-153.50
1/4/2013	WATR	Check For \$50.00					12.50	-166.00
1/5/2013	WATR	Read on 12/17/2012 (X1000)	789	805	16	64.00		-102.00
1/5/2013	WR	Unit Charge				37.50		-64.50
3/4/2013	WATR	Check For \$50.00					50.00	-114.50
4/3/2013	WATR	Check For \$50.00					12.50	-127.00
4/3/2013	WR	Check For \$50.00					37.50	-164.50
4/5/2013	WATR	Read on 03/20/2013 (X1000)	805	823	18	72.00		-92.50
4/5/2013	WR	Unit Charge				37.50		-55.00
5/3/2013	WATR	Check For \$50.00					50.00	-105.00
6/3/2013	WR	Check For \$50.00					37.50	-142.50
6/3/2013	WATR	Check For \$50.00					12.50	-155.00
6/18/2013	Commen	Estimated 6/18/13 [entered by FRONTOFFICE]						-155.00
7/1/2013	WATR	Read on 06/18/2013 (X1000) Estimated BB	823	845	22	88.00		-67.00
7/1/2013	WR	Unit Charge				37.50		-29.50
7/2/2013	WATR	Check For \$50.00					50.00	-79.50
7/30/2013	WATR	Check BC7036 for \$50.00					50.00	-129.50
9/6/2013	WR	Check For \$50.00					37.50	-167.00
9/6/2013	WATR	Check For \$50.00					12.50	-179.50
9/11/2013	WorkOrd	2014-58 Get reading						-179.50
9/16/2013	Commen	Estimated Bill [entered by FRONTOFFICE]						-179.50
10/1/2013	WATR	Read on 09/16/2013 (X1000) Estimated BB	845	878	33	132.00		-47.50
10/1/2013	WR	Unit Charge				37.50		-10.00
10/7/2013	WATR	Check For \$50.00					50.00	-60.00
10/29/2013	WATR	Check BC for \$50.00					50.00	-110.00
11/22/2013	WATR	Check BC for \$50.00					50.00	-160.00
12/31/2013	WR	Check BC for \$50.00					37.50	-197.50

Townsend Water Department

4/30/2014

540 Main Street West Townsend MA 01474 PH: 978-597-2212

9

**CUSTOMER HISTORY 06/05/2000 to 04/18/2014**

Acct: 2750 MALCOLM STEVEN Home:(978) 597-5162  
 42 ASH STREET TOWNSEND MA 01469 Current Balance: \$383.00 ACTIVE  
 Loc ID: 2750 @ 42 ASH STREET TOWNSEND  
 Rte: 99 Seq.# 2900 Mtr S/N: 0000000000 Dep:\$0.00

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
12/31/2013	WATR	Check BC for \$50.00					12.50	-210.00
1/1/2014	WATR	Read on 12/24/2013 (X1000) Estimated CS	878	895	17	68.00		-142.00
1/1/2014	WR	Unit Charge				37.50		-104.50
1/31/2014	WATR	Check BC for \$50.00					50.00	-154.50
3/3/2014	WATR	Check BC for \$50.00					50.00	-204.50
4/1/2014	WATR	Estimated on 03/19/2014 (X1000) Estimated CS	895	913	18	72.00		-132.50
4/1/2014	WR	Unit Charge				37.50		-95.00
4/4/2014	WATR	Check BC for \$50.00					12.50	-107.50
4/4/2014	WR	Check BC for \$50.00					37.50	-145.00
4/11/2014	WorkOrd	2014-358 Change meter top and itron April 16, 2014 @ 11am						-145.00
4/18/2014	WATR	Read on 04/16/2014 (X1000)	913	1,045	132			-145.00
4/18/2014	WATR	Read on 04/16/2014 (X1000)				528.00		383.00



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

Application No. 2014-04  
Account No. 61632  
Date Issued 5/5/2014

### APPLICATION FOR WATER SERVICE

Name of Property Owner: Harbor Classic Homes  
Service Address: 6 Cooperage Way  
Townsend MA, 01469  
Tel No.: 978-732-8338 Ron Cell No. \_\_\_\_\_

Billing Address:  
(If different from service address): 45 Lawrence Street  
Pepperell Ma 01463

1" service. System Development Charge \$2,000.00.

Units (Check all that apply):

\_\_\_\_\_ Single Family (If Professional Bldg.) No. of Businesses \_\_\_\_\_  
☒ Multi Family (Apartment Building) No. Apartments \_\_\_\_\_  
\_\_\_\_\_ Hotel/Motel No. Rooms: \_\_\_\_\_

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]  
Signature of Owner/Applicant

5/5/14  
Date

BOARD OF WATER COMMISSIONERS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date Signed by Board of Water Commissioners

2.1.2

✓# 255  
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BB

[Signature]



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

Application No. 2014-5  
Account No. 61708  
Date Issued 4/14/2014

### APPLICATION FOR WATER SERVICE

Name of Property Owner: Decca Corp-Peter Decarolis  
Service Address: 4 Trophy Avenue  
Townsend MA, 01469  
Tel No.: 978-265-2020 Cell No. \_\_\_\_\_

Billing Address:  
(If different from service address): 171 Kendall Road  
Tewksbury MA 01876

1" service. **System Development Charge \$2,000.00.**

Units (Check all that apply):

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

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 PO

[Signature]  
Signature of Owner/Applicant

5/7/14  
Date

BOARD OF WATER COMMISSIONERS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date Signed by Board of Water Commissioners

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OKgA==

X-Received: by 10.52.107.33 with SMTP id gz1mr1408830vdb.72.1399483704374;

Wed, 07 May 2014 10:28:24 -0700 (PDT)

Date: Wed, 7 May 2014 13:28:24 -0400

Subject: Timberlee Park Ball-Field

From: Bob Harrison <bobha056@gmail.com>

To: bboudreau@townsend.ma.us

Hi Brenda , it was good talking with you , I appreciate your offer to bring up my request with the commissioners. Â I would like permission / access to the Timberlee Ball-field in order to have someone , either donated landscaping company time or community cleanup group , mow and clean up the area. Â If it's OK with the Water commission the neighbor hood kids could then use the area for Lacrosse or baseball games. I would suggest leaving the gate locked otherwise. Â I live right behind the park , I can see it through the woods. I know when the gate was unlocked there were people down there at all times. This would not be for any organized sports groups , just for the neighborhood kids to have a place to get together as it was intended for. It would be great to be able to have use of this green area for the local kids. Â

Please let me know if you have any questions or need any more info. I'd be happy to offer any assistance with doing this.Â

Thank you ,Â

~ BobÂ

Bob Harrison  
[bobha056@gmail.com](mailto:bobha056@gmail.com)  
978-360-1652



24.1

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

Niles Busler, Chairman  
Paul L. Rafuse,  
Water Superintendent

Michael MacEachern

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

NO. 14-13  
4/1/2014

SCHEDULE OF BILLS RECEIVABLE

To the      Accountant:  
                 Treasurer:

The following bills, amounting in the aggregate to

ONE HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED THIRTY-SEVEN AND 50/100\*\*\*\*\* Dollars

are herewith committed for collection.

<u>DATE</u>	<u>USER CHARGES</u>	<u>SERVICE CHARGES</u>	<u>CONN CHARGES</u>	<u>BACK FLOW</u>
04/01/14	187,927.00	4,010.50	0.00	3,200.00

**BOARD OF WATER COMMISSIONERS**

\_\_\_\_\_  
Niles Busler, Chairman

\_\_\_\_\_  
Michael MacEachern

\_\_\_\_\_  
Nathan Mattila

2.42



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

Niles Busler, Chairman  
Paul L. Rafuse,  
Water Superintendent

Michael MacEachern

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

NO. 14/14  
4/30/2014

SCHEDULE OF BILLS RECEIVABLE

To the Accountant:  
Treasurer:

The following bills, amounting in the aggregate to

SEVEN THOUSAND ONE HUNDRED NINETY-NINE AND 72/100\*\*\*\*\* Dollars

are herewith committed for collection.

<u>DATE</u>	<u>USER CHARGES</u>	<u>SERVICE CHARGES</u>	<u>CONN CHARGES</u>	<u>BACK FLOW</u>
04/30/14	982.50	617.22	5,600.00	0.00

BOARD OF WATER COMMISSIONERS

\_\_\_\_\_  
Niles Busler, Chairman

\_\_\_\_\_  
Michael MacEachern

\_\_\_\_\_  
Nathan Mattila

2.4.3

**FISCAL YEAR 14 SUMMARY**  
**TOWNSEND WATER DEPARTMENT - ACCOUNTS RECEIVABLE**  
**04/30/14**

UNCOLLECTED FROM JUNE 30, 2013

85,753.55

**CHARGED 07/01/13- 04/30/14**

	<b>4/30/2014</b>	<b>Previous Balance</b>	<b>Total</b>
USER CHARGES	188,909.50	785,346.75	974,256.25
SERVICE CHARGES	4,627.72	18,950.24	23,577.96
CONNECTION CHARGES	5,600.00	12,000.00	17,600.00
LATE CHARGES	1,203.69	15,547.52	16,751.21
BACKFLOW	3,200.00	3,550.00	6,750.00
SUBTOTAL	<b>203,540.91</b>		
TOTAL CHARGES			<b>1,038,935.42</b>
			<b>1,124,688.97</b>

**RECEIVED 07/01/13- 04/30/14**

	<b>4/30/2014</b>		
USER CHARGES	127,609.91	777,015.79	904,625.70
SERVICE CHARGES	3,648.57	19,061.21	22,709.78
CONNECTION CHARGES	5,600.00	12,000.00	17,600.00
LATE CHARGES	1,013.28	16,028.90	17,042.18
BACKFLOW	2,650.00	3,600.00	6,250.00
SUBTOTAL	<b>140,521.76</b>		
TOTAL RECEIPTS			<b>968,227.66</b>

SENT TO LIEN	3,025.54
LIENS COLLECTED	0.00
ABATEMENTS	852.57
ADJUSTMENTS	-395.02
UNCOLLECTED	<b>152,978.22</b>
	<b>1,124,688.97</b>

**OUTSTANDING:**

USER CHARGES	\$	<b>145,457.94</b>
SERVICE CHARGES		2,860.73
CONNECTION CHARGES		0.00
LATE CHARGES		4,109.55
BACKFLOW		550.00
TOTAL OUTSTANDING	\$	<b>152,978.22</b>

To: Kim Fales <kfales@townsend.ma.us>  
Subject: Re: BOWC for retained earnings

Hi Kim.

I have it on the Agenda for the May 12, 2014 BOWC meeting. If you can think of anything else please let me know.

Brenda

At 08:25 PM 4/29/2014, you wrote:

Hi Brenda,

Something for the next BOWC meeting should be to vote a use for the balance of the certified retained earnings from 7/1/13.

The certified amount is \$353,949 and \$50,000 is going to be used at the ATM for funding of a mixing system, so the balance is \$303,949.

The BOWC should either vote to reduce rates to water takers or vote the amount for capital projects.

Let me know if you need any additional info.

Thanks,  
Kim

*J. C. M. to the Surplus*

2.1.9

DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed;  
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X-Received: by 10.52.107.33 with SMTP id gz1mr1408830vdb.72.1399483704374;

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To: bboudreau@townsend.ma.us

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~ BobÂ

Bob Harrison  
[bobha056@gmail.com](mailto:bobha056@gmail.com)  
978-360-1652

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Subject: Re: BOWC for retained earnings

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The BOWC should either vote to reduce rates to water takers or vote the amount for capital projects.

Let me know if you need any additional info.

Thanks,

Kim



Stantec Consulting Services Inc.  
5 LAN Drive Suite 300  
Westford MA 01886-3538  
Tel: (978) 692-1913  
Fax: (978) 692-4578

May 5, 2014

File: 195111966

**Townsend Water Department  
Board of Water Commissioners  
P.O. Box 17  
Townsend, MA 01469-0017**

**Reference: Townsend SCADA System Bid Results**

Dear Commissioners,

On April 30, 2014, two (2) bids were received for the SCADA system upgrade project and were publically read out loud. The base bid includes the installation of new SCADA equipment at each site and a microwave communication system. The deductive alternates that were received allow for a reduction in the base bid cost by the elimination of the microwave equipment in exchange for traditional radio equipment. The following table provides a summary of the bids received. The three contract options (Scenarios 1-3) refer to full microwave (Scenario 1), hybrid microwave and radio (Scenario 2), and radio only (Scenario 3).

Name	Base Bid	Deductive Alternate 1	Deductive Alternate 2	Contract Options
Weston & Sampson CMR, Inc.	\$668,987.00	\$442,496.00	\$512,738.00	Scenario 1 = \$668,987.00 Scenario 2 = \$226,491.00 Scenario 3 = \$156,249.00
Ewing Electrical Co., Inc.	\$772,700.00	\$346,000.00	\$495,000.00	Scenario 1 = \$772,700.00 Scenario 2 = \$426,700.00 Scenario 3 = \$277,700.00

178,474

Copies of each Bid received are attached.

After reviewing the bids, Weston & Sampson CMR, Inc. was found to be the lowest bidder for each scenario. We have reviewed their project experience and completed an initial background check of their qualifications. It should be noted that in 2009 Weston & Sampson Services Inc. (now Weston & Sampson CMR, Inc.) and its president and treasurer agreed to pay over \$107,000 to settle allegation of prevailing wage and record keeping violations (see attached press release from the Attorney General's office). In addition, in 2012 it was reported by The Foxboro Reporter that Weston & Sampson CMR, Inc.'s low bid was successfully dismissed due to "... a record of slow payment to their subcontractors and that they had been behind schedule on several projects of similar nature ...". The same article indicates that it was later discovered that an in-house investigation had exposed a "fraud" allegedly perpetrated by an official in the CMR division (see attached article from The Foxboro Reporter).

We have also requested that Weston & Sampson CMR, Inc. complete a low bidder questionnaire. The questionnaire and their responses will be forwarded once received.





May 5, 2014  
Page 2 of 2

**Reference: Townsend SCADA System Bid Results**

If you have any questions, or need any additional information on which to base your decision regarding the award of a contract for this project, please contact our office.

Yours truly,

**STANTEC CONSULTING SERVICES INC.**

Louis A. Soracco, P.E.  
Project Manager  
Phone: (978) 577-1437  
Fax: (978) 692-4578  
lou.soracco@stantec.com

Encl.      Weston & Sampson CMR, Inc. Bid  
             Ewing Electrical Co., Inc. Bid  
             Attorney General 2009 Press Release  
             The 2012 News Article from The Foxboro Reporter

V:\1951\active\1951\1966\SCADA System\Redesign\Letter-Bid\_Results-04-30-2014.docx

SECTION 00330

BID

PART A - BID

A.1 GENERAL

Proposal of Weston and Sampson CMR, Inc. (hereinafter called  
"BIDDER"), organized and existing under the laws of the State of  
Massachusetts doing business as Corporation

\*Insert "a corporation," "a partnership," or "an individual" as applicable.

To the Townsend Water Department, Townsend, Massachusetts (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Work for **Water System SCADA System Upgrade**, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.

A.2 DECLARATIONS

The BIDDER declares that no person in the employ of the OWNER is pecuniarily interested in this proposal or in the Contract for the work which he proposes to do, that he has carefully examined the Contract and Specifications and has informed himself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the work. He understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the work in accordance with the accompanying Specifications and Drawings prepared by Stantec Consulting Services Inc. for the sums specified herein, subject to additions and deductions according to the Specifications, and in all respects according to the terms thereof.

BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed and to fully complete the Project within **150 CALENDAR DAYS** thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$1,200** for each consecutive calendar day thereafter.

The BIDDER proposes and agrees that within 5 days next after the day on which Notice of the Award shall be given to him or mailed to him at the address hereinafter given, he will sign in quintuplicate agreements of the form provided in Section 00531, and will execute and deliver to the OWNER, Bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in Massachusetts.

The BIDDER acknowledges receipt of the following addenda:

No. 1 dated April 23 2014  
No. \_\_\_\_\_ dated \_\_\_\_\_ 2014  
No. \_\_\_\_\_ dated \_\_\_\_\_ 2014

It is understood that the quantities given in this proposal are approximate only and are given as a basis for comparison of the proposals. The Owner does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, but reserves the right to increase or decrease the amount of any item of the work listed, and the unit prices quoted in the proposal shall apply without change to such variation in the quantity of each of the items.

**A.3 SCHEDULE OF PRICES:**

NOTE: This Proposal shall be filled in by the BIDDER with the prices written in both words and numerals. In case of discrepancy between words and numerals, the amount shown in words shall govern.

**SCHEDULE OF PRICES**

**WATER SYSTEM SCADA SYSTEM UPGRADE  
TOWNSEND WATER DEPARTMENT  
TOWNSEND, MASSACHUSETTS**

**BID NARRATIVE**

- a. Scenario 1: The communication system will utilize microwave equipment and associated towers at all sites (Base Bid). See Drawing EI-003 for equipment included under the base bid scenario (includes 8 microwave antennas and associated 100-foot towers).
- b. Scenario 2: If Deductive Alternate No. 1 is elected, the microwave equipment and associated towers at six (6) sites will be eliminated from the scope, traditional VHF radio equipment will be added to all sites, and a hybrid microwave and traditional radio communication system will be used. See Drawing EI-004 for equipment included under this scenario.
- c. Scenario 3: If Deductive Alternate No. 2 is elected in addition to Deductive Alternate 1, the remaining microwave equipment and associated towers will be eliminated from the scope, a 50-foot utility pole will be installed at the Highland Tank site, and each site will communicate using traditional VHF radio equipment. See Drawing EI-005 for equipment included under this scenario.

**TOTAL OF BASE BID**

The proposed total BASE BID for all work, is a Lump Sum of:

Six hundred sixty-eight thousand nine hundred eighty-seven Dollars  
( \$ 668,987.00 )

**Deductive Alternate Item 1 (D-1)**

Eliminate the microwave equipment and towers from six (6) sites. Equip all sites with traditional VHF radio equipment to form a hybrid microwave and traditional radio system. If this change in work is elected, the following amount shall be subtracted from the Base Bid:

Four hundred forty-two thousand four hundred ninety-six  
Dollars  
\$ 442,496.00

**Deductive Alternate Item 2 (D-2)**

Eliminate the microwave equipment and towers from the Highland Street Tank and the Water Department Office sites, and to install a 50-foot utility pole at the Highland Street Tank site. If this change in work is elected, the following amount shall be subtracted from the base bid:

Five hundred twelve thousand seven hundred thirty-eight

Dollars

\$ 512,738.00

**PART B - BID CONDITIONS**

The basis of award will be the lowest Base Bid or the lowest Base Bid with Deductive Alternates at the Owner's discretion. If the Deductive Alternates are used, they will be taken in numerical order.

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding.

The BIDDER agrees that the Bid shall be valid and the time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids and where Federal approval is required, the time period for holding bids is 30 days, Saturdays, Sundays and legal holidays excluded after Federal approval. The BIDDER may not withdraw a Bid during this holding period.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal Contract attached within 5 days and deliver a 100% Performance Bond and a 100% Payment Bond required by the General Conditions.

The Bid security attached in the sum of five percent of the Bid is to become the property of the OWNER in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

The undersigned agrees to complete the Work of this Contract within **150 consecutive calendar days** following the date of the Notice to Proceed.

This Bid may be accepted by the OWNER at any time within 30 days, Saturdays, Sundays and legal holidays excluded, of the opening of Bids.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Contract and furnish satisfactory Bonds, within 5 days from the date of Notice of Award of the Contract, then the OWNER may, at his option, determine that the undersigned has abandoned the Contract, and thereupon, this Bid shall be null and void, and the Bid Security accompanying this Bid shall be forfeited to and become the property of the OWNER, or the penalty of the Bid Bond shall be invoked as liquidated damages for such failure or neglect; otherwise, such Bid Security shall be returned to the undersigned.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

Michael J. Scipione, President/Treasurer - Walpole, MA

John A. Bocchino, Jr., VP of Operations - Wilmington, MA

Robert A. Goober, Clerk - Burlington, MA

Barbara K. Cook, Assistant Treasurer/Assistant Clerk - Newburyport, MA

Water System SCADA System Upgrade

Townsend Water Department

Engineer: Stantec

Bid

Section 00330 Page 4 of 4

### PART C - COMPLIANCE WITH TAX LAWS

Pursuant to M.G.L. Ch 62C, s49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes Required under law.

### PART E - NON-COLLUSION c149 s44D (1)(b)

The undersigned hereby certifies under penalties of perjury that there have been no substantial changes in his financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement and that the bid is in all respects bonafide, fair and made without collusion or fraud with any other person. "Person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated there under.

Seal (if corporation)

(Date)

Weston & Sampson CMR, Inc.  
(Name of General Bidder)

Barbara K. Cook, Assistant Treasurer  
(Title & Name of Person Signing Bid)

5 Centennial Drive  
(Business Address of BIDDER)

Peabody, MA 01960  
(Town, State and Zip Code)

978-532-1900  
(Telephone No.)

978-977-0100  
(Facsimile No.)

END OF SECTION

195111966

4/11/2014



**Clerk's Certificate of Vote**

The undersigned, Clerk of Weston & Sampson CMR, Inc., hereby certifies that, at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on December 18, 2013.

VOTED: To authorize John A. Bocchino, Jr.  
Barbara K. Cook  
Michael J. Scipione  
Robert A. Goober

Acting individually, to execute and deliver on behalf of the Corporation, contracts for professional services, up to \$1,000,000 in value, which are in the ordinary course of the Corporation's business, during fiscal year 2014.

VOTED: To authorize Stephen J. Richard  
L. Reed Soley

Acting individually, to execute and deliver on behalf of the Corporation, contracts for professional services, up to \$50,000 in value, which are in the ordinary course of the Corporation's business, during fiscal year 2014.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

  
Robert A. Goober, Clerk

4/30/14  
Date



DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR

*The Commonwealth of Massachusetts*  
*Executive Office for Administration and Finance*  
*Division of Capital Asset Management and Maintenance*

One Ashburton Place

Boston, Massachusetts 02108

Tel: (617) 727-4050

Fax: (617) 727-5363

GLEN SHOR  
SECRETARY, ADMINISTRATION &  
FINANCE

CAROLE CORNELISON  
COMMISSIONER

**Prime/General**  
**Certificate of Contractor Eligibility**

CONTRACTOR IDENTIFICATION NUMBER: **0539**

This Certificate Shall Be Used for Submitting Prime/General Bids Only

1. **CERTIFICATION PERIOD:** This Certificate is valid from 10/18/2013 to 6/30/2014
2. **CONTRACTOR'S NAME:** Weston & Sampson CMR, Inc.
3. **CONTRACTOR'S ADDRESS:** 5 Centennial Drive, Peabody, MA 01960
4. **WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Alarm Systems               | <input type="checkbox"/> Elevators                                | <input type="checkbox"/> Historical Masonry          | <input type="checkbox"/> Painting                                   |
| <input type="checkbox"/> Asbestos Removal            | <input type="checkbox"/> Energy Management Systems                | <input type="checkbox"/> Historical Painting         | <input type="checkbox"/> Plumbing                                   |
| <input type="checkbox"/> Deleading                   | <input type="checkbox"/> Exterior Siding                          | <input type="checkbox"/> Historical Roofing          | <input checked="" type="checkbox"/> Pumping Stations                |
| <input type="checkbox"/> Demolition                  | <input type="checkbox"/> Fire Protection Sprinkler Systems        | <input type="checkbox"/> HVAC                        | <input type="checkbox"/> Roofing                                    |
| <input type="checkbox"/> Doors & Windows             | <input type="checkbox"/> Floor Covering                           | <input type="checkbox"/> Masonry                     | <input checked="" type="checkbox"/> Sewage & Water Treatment Plants |
| <input checked="" type="checkbox"/> Electrical       | <input checked="" type="checkbox"/> General Building Construction | <input type="checkbox"/> Mechanical Systems          | <input type="checkbox"/> Telecommunication Systems                  |
| <input type="checkbox"/> Electronic Security Systems | <input type="checkbox"/> Historical Building Restoration          | <input type="checkbox"/> Modular Construction/Prefab | <input type="checkbox"/> Waterproofing                              |

5. **EVALUATIONS:**

Number of Projects Evaluated: 27

Average Project Evaluation Rating: 87

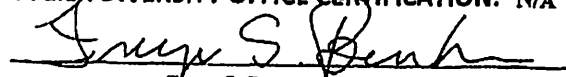
Number of Projects Below Passing Score: 2
6. **PROJECT LIMITS:**

Single Project Limit (SPL): \$2,000,000.00

Aggregate Work Limit (AWL): \$5,000,000.00

General Building Construction Limit: \$2,000,000.00

7. **SUPPLIER DIVERSITY OFFICE CERTIFICATION:** N/A

  
Freya S. Bernstein, Deputy General Counsel,  
for Carole J. Cornelison, Commissioner

10/18/13  
Approval Date

**NOTE TO CONTRACTORS:** Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Completed Applications timely may result in a gap in Certification or a lapse in Certification altogether for your company.

Reviewer's Initials 

SECTION 00330

BID

PART A - BID

A.1 GENERAL

Proposal of Ewing Electrical Co. Inc (hereinafter called  
"BIDDER"), organized and existing under the laws of the State of  
New Hampshire doing business as Corporation

\*  
\*Insert "a corporation," "a partnership," or "an individual" as applicable.

To the **Townsend Water Department, Townsend, Massachusetts** (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Work for **Water System SCADA System Upgrade**, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.

A.2 DECLARATIONS

The BIDDER declares that no person in the employ of the OWNER is pecuniarily interested in this proposal or in the Contract for the work which he proposes to do, that he has carefully examined the Contract and Specifications and has informed himself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the work. He understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the work in accordance with the accompanying Specifications and Drawings prepared by Stantec Consulting Services Inc. for the sums specified herein, subject to additions and deductions according to the Specifications, and in all respects according to the terms thereof.

BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed and to fully complete the Project within **150 CALENDAR DAYS** thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$1,200** for each consecutive calendar day thereafter.

The BIDDER proposes and agrees that within 5 days next after the day on which Notice of the Award shall be given to him or mailed to him at the address hereinafter given, he will sign in quintuplicate agreements of the form provided in Section 00531, and will execute and deliver to the OWNER, Bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in Massachusetts.



The BIDDER acknowledges receipt of the following addenda:

No. 1, dated April 23, 2014  
No. \_\_\_\_\_, dated \_\_\_\_\_, 2014  
No. \_\_\_\_\_, dated \_\_\_\_\_, 2014

It is understood that the quantities given in this proposal are approximate only and are given as a basis for comparison of the proposals. The Owner does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, but reserves the right to increase or decrease the amount of any item of the work listed, and the unit prices quoted in the proposal shall apply without change to such variation in the quantity of each of the items.

**A.3 SCHEDULE OF PRICES:**

NOTE: This Proposal shall be filled in by the BIDDER with the prices written in both words and numerals. In case of discrepancy between words and numerals, the amount shown in words shall govern.

**SCHEDULE OF PRICES**

**WATER SYSTEM SCADA SYSTEM UPGRADE  
TOWNSEND WATER DEPARTMENT  
TOWNSEND, MASSACHUSETTS**

**BID NARRATIVE**

- a. Scenario 1: The communication system will utilize microwave equipment and associated towers at all sites (Base Bid). See Drawing EI-003 for equipment included under the base bid scenario (includes 8 microwave antennas and associated 100-foot towers).
- b. Scenario 2: If Deductive Alternate No. 1 is elected, the microwave equipment and associated towers at six (6) sites will be eliminated from the scope, traditional VHF radio equipment will be added to all sites, and a hybrid microwave and traditional radio communication system will be used. See Drawing EI-004 for equipment included under this scenario.
- c. Scenario 3: If Deductive Alternate No. 2 is elected in addition to Deductive Alternate 1, the remaining microwave equipment and associated towers will be eliminated from the scope, a 50-foot utility pole will be installed at the Highland Tank site, and each site will communicate using traditional VHF radio equipment. See Drawing EI-005 for equipment included under this scenario.

**TOTAL OF BASE BID**

The proposed total BASE BID for all work, is a Lump Sum of:

Seven hundred and seventy two thousand seven hundred dollars Dollars  
(\$ 772,700.-)

**Deductive Alternate Item 1 (D-1)**

Eliminate the microwave equipment and towers from six (6) sites. Equip all sites with traditional VHF radio equipment to form a hybrid microwave and traditional radio system. If this change in work is elected, the following amount shall be subtracted from the Base Bid:

Three hundred and forty six thousand dollars Dollars  
\$ 346,000.-

**Deductive Alternate Item 2 (D-2)**

Eliminate the microwave equipment and towers from the Highland Street Tank and the Water Department Office sites, and to install a 50-foot utility pole at the Highland Street Tank site. If this change in work is elected, the following amount shall be subtracted from the base bid:

Four hundred and ninety five thousand dollars Dollars

\$ 495,000. —

**PART B - BID CONDITIONS**

The basis of award will be the lowest Base Bid or the lowest Base Bid with Deductive Alternates at the Owner's discretion. If the Deductive Alternates are used, they will be taken in numerical order.

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding.

The BIDDER agrees that the Bid shall be valid and the time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids and where Federal approval is required, the time period for holding bids is 30 days, Saturdays, Sundays and legal holidays excluded after Federal approval. The BIDDER may not withdraw a Bid during this holding period.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal Contract attached within 5 days and deliver a 100% Performance Bond and a 100% Payment Bond required by the General Conditions.

The Bid security attached in the sum of five percent of the Bid is to become the property of the OWNER in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

The undersigned agrees to complete the Work of this Contract within **150 consecutive calendar days** following the date of the Notice to Proceed.

This Bid may be accepted by the OWNER at any time within 30 days, Saturdays, Sundays and legal holidays excluded, of the opening of Bids.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Contract and furnish satisfactory Bonds, within 5 days from the date of Notice of Award of the Contract, then the OWNER may, at his option, determine that the undersigned has abandoned the Contract, and thereupon, this Bid shall be null and void, and the Bid Security accompanying this Bid shall be forfeited to and become the property of the OWNER, or the penalty of the Bid Bond shall be invoked as liquidated damages for such failure or neglect; otherwise, such Bid Security shall be returned to the undersigned.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

PART C - COMPLIANCE WITH TAX LAWS

Pursuant to M.G.L. Ch 62C, s49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes Required under law.

PART E - NON-COLLUSION c149 s44D (1)(b)

The undersigned hereby certifies under penalties of perjury that there have been no substantial changes in his financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement and that the bid is in all respects bonafide, fair and made without collusion or fraud with any other person. "Person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated there under.

Seal (if corporation)

4/30/14  
(Date)

Ewing Electrical Co Inc  
(Name of General Bidder)

By:

[Signature]  
(Signature)

Philip E Davidson, President  
(Title & Name of Person Signing Bid)

PO Box 370 3 North Rd  
(Business Address of BIDDER)

Deerfield NH 03037  
(Town, State and Zip Code)

603 463 8852  
(Telephone No.)

603 463 9323  
(Facsimile No.)

END OF SECTION



The Official Website of the Attorney General of Massachusetts

**Attorney General  
Martha Coakley**[Home](#) > [News and Updates](#) > [Press Releases](#) > 2009 > Peabody Firm Agrees to Pay Over \$107,000 toMARTHA COAKLEY  
ATTORNEY GENERAL

For Immediate Release - July 02, 2009

**Media Contact**Harry Pierre  
(617) 727-2543**Peabody Firm Agrees to Pay Over \$107,000 to Settle Alleged  
Prevailing Wage Violations**

BOSTON -Attorney General Martha Coakley's Office has reached a settlement with Weston & Sampson Services, Inc (Weston & Sampson), of Peabody, and its president and treasurer, John A. Bocchino, Jr., age 47, of Wilmington, to settle allegations of prevailing wage and record keeping violations. As part of the settlement agreement, Weston & Sampson and Bocchino will pay \$92,500 in restitution to 25 mechanics, technicians and electricians who worked on public projects in 27 different municipalities throughout Massachusetts between January 2006 and June 2009. The agreement also requires the company to pay a \$15,000 fine to the Commonwealth for the alleged violations. Weston & Sampson conducted a self-audit of their records and cooperated fully with the Attorney General's investigation.

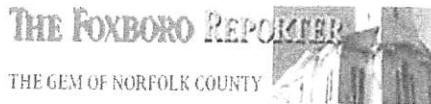
The Prevailing Wage Laws apply to construction work performed on public works projects in Massachusetts. These laws allow all contractors bidding on public works projects to enjoy a "level playing field" by standardizing the rate of pay the workers will earn. A company's failure to pay its employees the state prevailing wage for work performed at a public construction site can result in both civil and criminal penalties against the company and its owner. Workers who believe they may not have been paid the appropriate wages are encouraged to call the Attorney General's Fair Labor Hotline at (617) 727-3465.

The matter was handled by Assistant Attorney General Kate J. Fitzpatrick and Inspector Leah Turney, both of Attorney General Coakley's Fair Labor Division.

Below is the list of communities where Weston & Sampson worked on public projects.

- Bellingham
- Boston (Brighton, Mattapan, Roxbury)
- Cambridge
- Chicopee
- Clinton
- Danvers
- Everett
- Fitchburg
- Freetown
- Great Barrington
- Lawrence
- Leominster
- Malden

Thursday, June 7, 2012



Foxboro, Massachusetts

Our 125th Year

HOME OBITS OPINION SOCIAL SCHOOLS SENIORS RELIGION COMMUNITY CLASSIFIEDS BUSINESS ENTERTAINMENT

APARTMENT LIVING AT ITS FINEST IN FOXBORO

FAMILY BUILT, OWNED  
and MANAGED for  
TWO GENERATIONS.

DEVELOPMENT 6 Putnam Road, Foxboro 508-543-4687

ARCHIVES &gt; NEWS

Article

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## Review raised red flags about local firm

By Frank Mortimer

Published Tuesday, June 7, 2012 3:39 PM EDT

Construction of the Oak Street water treatment plant is scheduled to begin this week under a \$5.1 million contract with a firm the town picked after detecting worrisome deficiencies in the lowest bidding firm.

Town water and sewer consultant Robert Bell's review of low-bidder Weston & Sampson CMR's performance on other construction jobs sent up some red flags.

That review prompted the water board and town manager Kevin Paicos to, instead, award the contract to the second-lowest bidder, Barbato Construction Company.

Weston & Sampson CMR sued the town in Norfolk Superior Court in an attempt to block the award of the contract to Barbato, but town counsel Paul DeRensis won the case, which allows Barbato's construction of the plant to begin.

The plant, which is to be completed in about a year, will remove iron and manganese from the town's water supply on the east end of town, just at the Warren McKay plant at Witch Pond does for the west side of town.

The town's due diligence in screening Weston & Sampson CMR's construction record on file with the state -- a review "strongly encouraged" by the Massachusetts Department of Construction and Management -- and its legal victory over Weston & Sampson CMR's move to win the contract through the courts, proved to be fortunate.

### 'Fraud' exposed

Weston & Sampson president Michael Scipione in a May 17 letter notified its subcontractors that an in-house investigation had exposed a "fraud" allegedly perpetrated by an official in the CMR division.

In that letter, which was also received by the board of water and sewer commissioners, Scipione wrote that on May 7 the Weston & Sampson management team "discovered what appeared to be significant financial irregularities within its CMR division. That person was immediately placed on leave and has since resigned. An initial review of the situation has found a concerted and elaborate effort to perpetrate a fraud."

Reached by email, Scipione said, "We uncovered this issue, are taking appropriate steps to determine its scope, and will fulfill our obligations as Weston & Sampson has for more than 100 years." He declined to be interviewed and did not respond to a subsequent email asking whether the matter has been reported to law enforcement authorities.

"We knew nothing about the alleged fraud when we made the decision to go to the second low bidder," Foxboro department of public works director Roger Hill said. "What we had discovered was that W&S CMR Inc. had a record of slow payment to their subcontractors and that they had been behind schedule on several projects of similar nature to ours."

In addition, Hill said, the state Department of Construction and Management report indicated that Weston & Sampson CMR had been passed over as low bidder twice before.

"These are indicators of problems," Hill said. "It was their unsatisfactory and incomplete response to our citation of these

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CONTACT MICHELLE LAMARRE, ONLINE SALES MANAGER 508-236-0309



irregularities that led us to recommend going to the second bidder."

But Hill did not rule out the possibility that Foxboro led Weston & Sampson to root out the alleged fraud in its ranks.

"We may have been an alert to senior management in the company that they ought to take a look at the management of operations," Hill said.

Hill made a distinction between the W&S engineering and architectural division, which is currently doing a traffic study of the Mechanic and Chestnut Street intersection, and the CMR construction arm where the problems were occurring.

"The engineering company has done, is doing and will do work in the future for the town," Hill said.

"Weston & Sampson -- the engineering and architectural company -- has served the town very satisfactorily for many years on different projects," he said. "They are currently under contract and have been for several years, monitoring the sewer lift stations, and they are doing a small traffic study of a problem intersection. Their work continues to be very acceptable."

Weston & Sampson's ongoing study of traffic at Mechanic and Chestnut Street was prompted by complaints about traffic and by DPW employees' observation of heavy stacking of vehicles trying to make a left turn from the north end of Chestnut Street onto Mechanic Street toward Interstate 95 during the morning rush.

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[Next Article](#)

[No charges for teen](#)

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From: "Soracco, Lou" <lou.soracco@stantec.com>  
To: "prafuse@townsend.ma.us" <prafuse@townsend.ma.us>  
Subject: SCADA Bid Results

Paul,

As discussed, attached is a letter that details the results of the bid.

Louis A. Soracco, P.E.  
Project Manager  
Stantec  
5 LAN Drive, Suite 300 Westford MA 01886-3538  
Phone: (978) 577-1437  
Cell: (978) 501-4911  
Fax: (978) 692-4578  
lou.soracco@stantec.com<<mailto:lou.soracco@stantec.com>>

[<http://www.stantec.com/content/dam/stantec/images/esignature/stantec.png>]<<http://www.stantec.com/>>

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[winmail29.dat](#)

ROBERT & MARY DAY  
32 BALSAM DRIVE  
TOWNSEND MA 01469

Please return this bottom portion with your prompt payment

Please print any change of address on back of  
this bill return portion. Thank you.

32 BALSAM DRIVE

YOU CAN NOW PAY  
YOUR BILL ONLINE.  
PLEASE VISIT  
[www.townsend.ma.us](http://www.townsend.ma.us)

Previous Balance: ~~2.55~~  
Unit Charge 37.50  
Water SN:13900877 4.00

Townsend Water Department  
540 Main Street  
West Townsend, MA 01474

Total Bill: \$44.05

44.05 is due by 05/01/14

Acct# 2700

\* I didn't receive my last bill in Florida  
until Feb. 17th. I don't owe this late charge!

41.50



**FISCAL YEAR 14 SUMMARY**  
**TOWNSEND WATER DEPARTMENT - ACCOUNTS RECEIVABLE**  
**04/30/14**

UNCOLLECTED FROM JUNE 30, 2013

**85,753.55**

**CHARGED 07/01/13- 04/30/14**

	<b>4/30/2014</b>	<b>Previous Balance</b>	<b>Total</b>	
USER CHARGES	188,909.50	785,346.75	974,256.25	
SERVICE CHARGES	4,627.72	18,950.24	23,577.96	
CONNECTION CHARGES	5,600.00	12,000.00	17,600.00	
LATE CHARGES	1,203.69	15,547.52	16,751.21	
BACKFLOW	3,200.00	3,550.00	6,750.00	
SUBTOTAL	<b>203,540.91</b>			
TOTAL CHARGES				<b>1,038,935.42</b>
				<b>1,124,688.97</b>

**RECEIVED 07/01/13- 04/30/14**

	<b>4/30/2014</b>			
USER CHARGES	127,609.91	777,015.79	904,625.70	
SERVICE CHARGES	3,648.57	19,061.21	22,709.78	
CONNECTION CHARGES	5,600.00	12,000.00	17,600.00	
LATE CHARGES	1,013.28	16,028.90	17,042.18	
BACKFLOW	2,650.00	3,600.00	6,250.00	
SUBTOTAL	<b>140,521.76</b>			
TOTAL RECEIPTS				<b>968,227.66</b>

SENT TO LIEN	3,025.54
LIENS COLLECTED	0.00
ABATEMENTS	852.57
ADJUSTMENTS	-395.02
UNCOLLECTED	<b>152,978.22</b>
	<b>1,124,688.97</b>

**OUTSTANDING:**

USER CHARGES	\$	<b>145,457.94</b>
SERVICE CHARGES		2,860.73
CONNECTION CHARGES		0.00
LATE CHARGES		4,109.55
BACKFLOW		550.00
TOTAL OUTSTANDING	\$	<b>152,978.22</b>

# WORKORDER

## Townsend Water Department

Work Order # 2014-000

Issued On: 04/11/2014

By: Brenda

To: Mike

*Question on  
belonging and area  
entered/done  
4.16.14*

Projected Completion Date:

Customer: 2750 MALCOLM STEVEN

Location: 42 ASH STREET Rte:1 Seq:2900

Meter S/N: 2750 LAST READING: 913

Description:

Comment: Change meter top and itron April 16, 2014 @ 11am

*OLD Reading 1045*

JOB CODE	DESCRIPTION	CHARGE
		0.00

Work Order Total:

0.00

*NEW* Meter Reading: 0

Meter Make: HERSEY

*NEW* Meter Serial No.: 14129195

Meter Size: 5/8

*ITRON ID # 67715911*

2011

4/2011 - 26

7/2011 - 21

10/2011 - 17

1/2012 - 17

---

81,000 gallons

2012

4/2012 - 18

7/2012 - 23

10/2012 - 28

1/2013 - 14

---

85,000 gallons

2013

4/2013 - 18.

7/2013 - 22 (E)

10/2013 - 33 (E)

1/2014 - 17 (E)

---

90,000

2014

4/2014 - 18 (E)

4/18/2014  
Actual - 132

**Townsend Water Department**

4/30/2014

540 Main Street West Townsend MA 01474 PH: 978-597-2212

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## CUSTOMER HISTORY 06/05/2000 to 04/18/2014

**Acct: 2750 MALCOLM STEVEN Home:(978) 597-5162**  
**42 ASH STREET TOWNSEND MA 01469 Current Balance: \$383.00 ACTIVE**  
**Loc ID: 2750 @ 42 ASH STREET TOWNSEND**  
**Rte: 99 Seq.# 2900 Mtr S/N: 0000000000 Dep:\$0.00**

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
7/23/2008	WR	Unit Charge				55.00		-15.29
8/4/2008	WR	Check Total of \$50.00					4.38	-19.67
8/4/2008	WATR	Check Total of \$50.00					45.62	-65.29
9/11/2008	WR	Check Total of \$50.00					30.50	-95.79
9/11/2008	WATR	Check Total of \$50.00					19.50	-115.29
10/7/2008	WATR	Check Total of \$50.00					19.50	-134.79
10/7/2008	WR	Check Total of \$50.00					30.50	-165.29
11/6/2008	WR	Check Total of \$50.00					30.50	-195.79
11/6/2008	WATR	Check Total of \$50.00					19.50	-215.29
12/10/2008	WATR	Check Total of \$50.00					19.50	-234.79
12/10/2008	WR	Check Total of \$50.00					30.50	-265.29
1/6/2009	WATR	Check Total of \$50.00					19.50	-284.79
1/6/2009	WR	Check Total of \$50.00					30.50	-315.29
1/22/2009	WATR	Read on 01/15/2009 (X1000) RemMR	425	464	39	115.05		-200.24
1/22/2009	WR	Unit Charge				50.00		-150.24
4/3/2009	WATR	Check Total of \$50.00					74.19	-224.43
4/3/2009	WR	Check Total of \$50.00					-24.19	-200.24
5/5/2009	WR	Check Total of \$50.00					29.50	-229.74
5/5/2009	WATR	Check Total of \$50.00					20.50	-250.24
7/13/2009	WATR	Read on 07/13/2009 (X1000) RemMR	464	498	34	100.30		-149.94
7/13/2009	WR	Unit Charge				50.00		-99.94
11/6/2009	WR	Check Total of \$50.00					-10.67	-89.27
11/6/2009	WATR	Check Total of \$50.00					60.67	-149.94
12/14/2009	WR	Check Total of \$50.00					29.00	-178.94
12/14/2009	WATR	Check Total of \$50.00					21.00	-199.94
1/5/2010	WATR	Check Total of \$50.00					50.00	-249.94
1/15/2010	WATR	Read on 01/12/2010 (X1000)	498	540	42	123.90		-126.04
1/15/2010	WR	Unit Charge				50.00		-76.04
2/5/2010	WR	Check For \$50.00					4.61	-80.65
2/5/2010	WATR	Check For \$50.00					45.39	-126.04
4/2/2010	WR	Check For \$50.00					28.00	-154.04
4/2/2010	WATR	Check For \$50.00					22.00	-176.04
4/15/2010	WATR	Read on 04/09/2010 (X1000)	540	555	14	41.30		-134.74
4/15/2010	WR	Unit Charge				25.00		-109.74
8/4/2010	WATR	Check For \$50.00					123.58	-233.32
8/4/2010	WR	Check For \$50.00					-73.58	-159.74
10/1/2010	WATR	Read on 09/29/2010 (X1000)	555	617	62	248.00		88.26
10/1/2010	WR	Unit Charge				75.00		163.26

**Townsend Water Department**

4/30/2014

540 Main Street West Townsend MA 01474 PH: 978-597-2212

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## CUSTOMER HISTORY 06/05/2000 to 04/18/2014

Acct: 2750 MALCOLM STEVEN Home:(978) 597-5162  
 42 ASH STREET TOWNSEND MA 01469 Current Balance: \$383.00 ACTIVE  
 Loc ID: 2750 @ 42 ASH STREET TOWNSEND  
 Rte: 99 Seq.# 2900 Mtr S/N: 0000000000 Dep:\$0.00

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
10/1/2010	WATR	Check For \$50.00					38.26	125.00
10/1/2010	WR	Check For \$50.00					11.74	113.26
10/1/2010	WATR	Check For \$50.00					50.00	63.26
10/29/2010	WR	Check For \$63.26					63.26	0.00
11/5/2010	WATR	Check For \$50.00					50.00	-50.00
12/14/2010	WATR	Check For \$50.00					50.00	-100.00
1/7/2011	WATR	Check For \$50.00					50.00	-150.00
2/4/2011	WATR	Check For \$50.00					50.00	-200.00
4/1/2011	WATR	Read on 03/02/2011 (X1000)	617	643	26	104.00		-96.00
4/1/2011	WR	Unit Charge				75.00		-21.00
4/1/2011	WATR	Check For \$50.00					-25.00	4.00
4/1/2011	WR	Check For \$50.00					75.00	-71.00
4/8/2011	WATR	Check For \$50.00					50.00	-121.00
6/3/2011	WATR	Check For \$50.00					50.00	-171.00
7/1/2011	WATR	Read on 06/03/2011 (X1000)	643	664	21	84.00		-87.00
7/1/2011	WR	Unit Charge				37.50		-49.50
7/1/2011	WR	Check For \$50.00					37.50	-87.00
7/1/2011	WATR	Check For \$50.00					12.50	-99.50
8/2/2011	WATR	Check For \$50.00					50.00	-149.50
9/2/2011	WATR	Check For \$50.00					50.00	-199.50
10/15/2011	WATR	Read on 09/02/2011 (X1000)	664	703	38	152.00		-47.50
10/15/2011	WR	Unit Charge				37.50		-10.00
10/18/2011	WATR	Check For \$50.00					12.50	-22.50
10/18/2011	WR	Check For \$50.00					37.50	-60.00
1/15/2012	WATR	Read on 12/07/2011 (X1000)	703	720	17	68.00		8.00
1/15/2012	WR	Unit Charge				37.50		45.50
2/3/2012	WR	Check For \$100.00					37.50	8.00
2/3/2012	WATR	Check For \$100.00					62.50	-54.50
3/7/2012	WATR	Check For \$50.00					50.00	-104.50
4/3/2012	WR	Cash For \$50.00					37.50	-142.00
4/3/2012	WATR	Cash For \$50.00					12.50	-154.50
4/15/2012	WATR	Read on 03/14/2012 (X1000)	720	738	18	72.00		-82.50
4/15/2012	WR	Unit Charge				37.50		-45.00
4/30/2012	WATR	Check For \$50.00					50.00	-95.00
6/6/2012	WATR	Check For \$50.00					50.00	-145.00
6/29/2012	WR	Check For \$50.00					37.50	-182.50
6/29/2012	WATR	Check For \$50.00					12.50	-195.00

**Townsend Water Department**

4/30/2014

540 Main Street West Townsend MA 01474 PH: 978-597-2212

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## CUSTOMER HISTORY 06/05/2000 to 04/18/2014

**Acct: 2750 MALCOLM STEVEN Home:(978) 597-5162**  
**42 ASH STREET TOWNSEND MA 01469 Current Balance: \$383.00 ACTIVE**  
**Loc ID: 2750 @ 42 ASH STREET TOWNSEND**  
**Rte: 99 Seq.# 2900 Mtr S/N: 0000000000 Dep:\$0.00**

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
7/15/2012	WATR	Read on 06/25/2012 (X1000)	738	761	23	92.00		-103.00
7/15/2012	WR	Unit Charge				37.50		-65.50
8/3/2012	WATR	Check For \$50.00					50.00	-115.50
9/6/2012	WATR	Cash For \$50.00					50.00	-165.50
10/5/2012	WATR	Cash For \$50.00					12.50	-178.00
10/5/2012	WR	Cash For \$50.00					37.50	-215.50
10/15/2012	WATR	Read on 09/21/2012 (X1000)	761	789	28	112.00		-103.50
10/15/2012	WR	Unit Charge				37.50		-66.00
11/30/2012	WATR	Check For \$50.00					50.00	-116.00
1/4/2013	WR	Check For \$50.00					37.50	-153.50
1/4/2013	WATR	Check For \$50.00					12.50	-166.00
1/5/2013	WATR	Read on 12/17/2012 (X1000)	789	805	16	64.00		-102.00
1/5/2013	WR	Unit Charge				37.50		-64.50
3/4/2013	WATR	Check For \$50.00					50.00	-114.50
4/3/2013	WATR	Check For \$50.00					12.50	-127.00
4/3/2013	WR	Check For \$50.00					37.50	-164.50
4/5/2013	WATR	Read on 03/20/2013 (X1000)	805	823	18	72.00		-92.50
4/5/2013	WR	Unit Charge				37.50		-55.00
5/3/2013	WATR	Check For \$50.00					50.00	-105.00
6/3/2013	WR	Check For \$50.00					37.50	-142.50
6/3/2013	WATR	Check For \$50.00					12.50	-155.00
6/18/2013	Commen	Estimated 6/18/13 [entered by FRONTOFFICE]						-155.00
7/1/2013	WATR	Read on 06/18/2013 (X1000) Estimated BB	823	845	22	88.00		-67.00
7/1/2013	WR	Unit Charge				37.50		-29.50
7/2/2013	WATR	Check For \$50.00					50.00	-79.50
7/30/2013	WATR	Check BC7036 for \$50.00					50.00	-129.50
9/6/2013	WR	Check For \$50.00					37.50	-167.00
9/6/2013	WATR	Check For \$50.00					12.50	-179.50
9/11/2013	WorkOrd	2014-58 Get reading						-179.50
9/16/2013	Commen	Estimated Bill [entered by FRONTOFFICE]						-179.50
10/1/2013	WATR	Read on 09/16/2013 (X1000) Estimated BB	845	878	33	132.00		-47.50
10/1/2013	WR	Unit Charge				37.50		-10.00
10/7/2013	WATR	Check For \$50.00					50.00	-60.00
10/29/2013	WATR	Check BC for \$50.00					50.00	-110.00
11/22/2013	WATR	Check BC for \$50.00					50.00	-160.00
12/31/2013	WR	Check BC for \$50.00					37.50	-197.50

**Townsend Water Department**

4/30/2014

540 Main Street West Townsend MA 01474 PH: 978-597-2212

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**CUSTOMER HISTORY 06/05/2000 to 04/18/2014**

Acct: 2750 MALCOLM STEVEN Home:(978) 597-5162  
 42 ASH STREET TOWNSEND MA 01469 Current Balance: \$383.00 ACTIVE  
 Loc ID: 2750 @ 42 ASH STREET TOWNSEND  
 Rte: 99 Seq.# 2900 Mtr S/N: 0000000000 Dep:\$0.00

Date	Code	Description	Previous	Present	Used	Charge	Payment	Balance
12/31/2013	WATR	Check BC for \$50.00					12.50	-210.00
1/1/2014	WATR	Read on 12/24/2013 (X1000) Estimated CS	878	895	17	68.00		-142.00
1/1/2014	WR	Unit Charge				37.50		-104.50
1/31/2014	WATR	Check BC for \$50.00					50.00	-154.50
3/3/2014	WATR	Check BC for \$50.00					50.00	-204.50
4/1/2014	WATR	Estimated on 03/19/2014 (X1000) Estimated CS	895	913	18	72.00		-132.50
4/1/2014	WR	Unit Charge				37.50		-95.00
4/4/2014	WATR	Check BC for \$50.00					12.50	-107.50
4/4/2014	WR	Check BC for \$50.00					37.50	-145.00
4/11/2014	WorkOrd	2014-358 Change meter top and itron April 16, 2014 @ 11am						-145.00
4/18/2014	WATR	Read on 04/16/2014 (X1000)	913	1,045	132			-145.00
4/18/2014	WATR	Read on 04/16/2014 (X1000)				528.00		383.00



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

Name: \_\_\_\_\_ Account # \_\_\_\_\_

Address: \_\_\_\_\_

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

Billing date \_\_\_\_\_

AMOUNT: \_\_\_\_\_ ABATEMENT [ ] ADJUSTMENT [ ] (check one)

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

Reasons: (please attached supporting documentation if applicable)

---

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---

---

APPROVED [ ] DENIED [ ] (check one)

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

TOWNSEND BOARD OF WATER COMMISSIONERS

---

---

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WATER DEPARTMENT MEETING

DATE: May 12, 2014

NAME	ADDRESS	PH/EMAIL
hou Service (Starker)	5 LAN Dr Westford, MA	978-577-1437

2.1.9

DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed;  
d=gmail.com; s=20120113;  
h=mime-version:date:message-id:subject:from:to:content-type;  
bh=iSDcfbepfhpPeVibjN8SHTR3PhLdYaYDbln46XVESkFs=;  
b=dITwgUEfyEe6AL21GmlUqqWcGKrja97vqP46BLDIxVteraYqitn/LzeuwCXNWDNYSO  
IU9Gtlfgsz6vMoQrD6eWb4/5Cyiwy/J4udzGQC/dofbJPx7RvH+198AOboJWtA9sWThs  
bgRfl2l0HBvd9bKq51KMV8/cnqPBpwjuPXJ2owq8qqvOxwcGFwmOwy+r6x6s+MQdd5qk  
L/Hyh0R6csrVnum5VjiSkAo+y3AnFfB6WonvR+9yuQQWtvuqxLxctlQizUeTwqYNvV22  
+h5u0nfoKd08jTTEW06ISKIQ9O8VUPMrNzE2Lc+mU0g5d46liZ97bzQrDJPskXE6ul3s  
OKgA==

X-Received: by 10.52.107.33 with SMTP id gz1mr1408830vdb.72.1399483704374;

Wed, 07 May 2014 10:28:24 -0700 (PDT)

Date: Wed, 7 May 2014 13:28:24 -0400

Subject: Timberlee Park Ball-Field

From: Bob Harrison <bobha056@gmail.com>

To: bboudreau@townsend.ma.us

Hi Brenda , it was good talking with you , I appreciate your offer to bring up my request with the commissioners. Â I would like permission / access to the Timberlee Ball-field in order to have someone , either donated landscaping company time or community cleanup group , mow and clean up the area. Â If it's OK with the Water commission the neighbor hood kids could then use the area for Lacrosse or baseball games. I would suggest leaving the gate locked otherwise. Â I live right behind the park , I can see it through the woods. I know when the gate was unlocked there were people down there at all times. This would not be for any organized sports groups , just for the neighborhood kids to have a place to get together as it was intended for. It would be great to be able to have use of this green area for the local kids. Â

Please let me know if you have any questions or need any more info. I'd be happy to offer any assistance with doing this.Â

Thank you ,Â

~ BobÂ

Bob Harrison  
[bobha056@gmail.com](mailto:bobha056@gmail.com)  
978-360-1652

2.4.3

**FISCAL YEAR 14 SUMMARY**  
**TOWNSEND WATER DEPARTMENT - ACCOUNTS RECEIVABLE**  
**03/31/14**

UNCOLLECTED FROM JUNE 30, 2013

85,753.55

**CHARGED 07/01/13- 03/31/14**

	<b>3/31/2014</b>	<b>Previous Balance</b>	<b>Total</b>
USER CHARGES	2,482.00	782,864.75	785,346.75
SERVICE CHARGES	710.00	18,240.24	18,950.24
CONNECTION CHARGES	0.00	12,000.00	12,000.00
LATE CHARGES	1,400.17	14,147.35	15,547.52
BACKFLOW	450.00	3,100.00	3,550.00
SUBTOTAL	<b>5,042.17</b>		
TOTAL CHARGES			<b>835,394.51</b>
			<b>921,148.06</b>

**RECEIVED 07/01/13- 03/31/14**

	<b>3/31/2014</b>		
USER CHARGES	18,831.00	758,184.79	777,015.79
SERVICE CHARGES	765.73	18,295.48	19,061.21
CONNECTION CHARGES	0.00	12,000.00	12,000.00
LATE CHARGES	1,322.26	14,706.64	16,028.90
BACKFLOW	450.00	3,150.00	3,600.00
SUBTOTAL	<b>21,368.99</b>		
TOTAL RECEIPTS			<b>827,705.90</b>

SENT TO LIEN	3,025.54
LIENS COLLECTED	0.00
ABATEMENTS	852.57
ADJUSTMENTS	-670.02
UNCOLLECTED	<b>90,234.07</b>
	<b>921,148.06</b>

**OUTSTANDING:**

USER CHARGES	\$	<b>84,433.35</b>	84,433.35
SERVICE CHARGES		1,881.58	
CONNECTION CHARGES		0.00	
LATE CHARGES		3,919.14	
BACKFLOW		0.00	
TOTAL OUTSTANDING	\$	<b>90,234.07</b>	