1.5

TOWNSEND WATER DEPARTMENT

540 Main Street West Townsend, Massachusetts 01474

Nathan Mattila, *Chairman* Lance Lewand, *Vice-Chairman* *Michael MacEachern, Clerk*

Paul L. Rafuse, *Water Superintendent*

(978) 597-2212

Email: *water@townsend.ma.us*

WATER COMMISSIONERS MEETING MINUTES

January 10, 2018 – 5:00 P.M.

Water Department 540 Main Street, Meeting Room

I. **PRELIMINARIES:**

1.1 NM called the meeting to order at 5:03 P.M., 540 Main Street, meeting room.

1.2 Roll call showed Members Present: Nathan Mattila, (NM) Chairman, Lance Lewand (LL), Vice-Chairman and Michael MacEachern (MM), Clerk. Guest Present, Paul and Cindy Boundy, Ralph LeCuyer, Joan Dow, Ellen and Ed Amadon, Nancy Clough, Philip Dee, All West End Residents and Tom Mahanna of Tighe & Bond.

1.3 NM announced that the meeting was being audio recorded.

1.4 Chairman's additions or deletions. Discuss touchpad accounts. Tabled

1.5 Approve Minutes of December 11, 2017 and special meeting of July 6, 2017. **MM made a motion to accept the meeting minutes of December 11, 2017 and July 6, 2017. LL seconded. Unanimous vote.**

1.6 Review correspondence. None

II. **APPOINTMENTS:**

2.1 5:20 PM Paul & Cindy Boundy RE: Discussed Water Main Replacement. The water takers at the West End of town came to discuss the timeline of replacing the water main. Tom Mahanna reported the project should be completed after securing permits and funding. He feels as though they can begin the project before the end of summer.

2.2 5:40 PM Lou Soracco Tighe & Bond: Funding source/s for water main replacement. Tom discussed the permitting processes and funding sources available. Tom suggested going out for the traditional bonding process and estimate the project will cost approximately $800,000 to $1,000,000.

III. **MEETING BUSINESS**:

3.1 Main St. Pumping Station bridge replacement project: Approved quote for Rail Car Bridge. Paul presented the Board with the estimate and contract from Paragon Bridge Works for the Main Street Pumping Station Bridge in the amount of $40,099.52. The Board asked for the contract to be submitted to counsel for review and they will review at home.

3.2 Discussed hiring of additional staff in preparation for January 16th meeting with Board of Selectmen and staffing and On Call issues. Paul suggested that the Board move forward to secure the 2nd Water Tech for now and present additional office help in the future.

3.3 Discussed FY19-FY23 Capital Improvement Plan. Paul suggested adding boring and ductile pipe for Meadow road and center of town. NM talked about UV lighting at the tanks and the West End project. There may be a rate hike that follows.

3.4 Discussed FY19 draft budget. Paul presented to the board the FY19 budget draft for review. Paul was asked to make a couple of minor changes and submit to the TA. **MM moved to accept the agreed upon changes to the budget from Paul. LL seconded. Unanimous vote.**

3.5 Discussed/Reviewed proposed plan for a multi field baseball/softball complex in Timberlee Park off Ash St. across from Witch's Brook wells. NM walked the property and was surprised on just how much wetlands were on the property. The current plans are much too large to be consider at this time.

3.6 Discussed the need to pursue and acquire the services of another billing program/software company for water billing. Brenda announced that she will begin to look into other utility billing software. EZ Bill founder David Carraway has become ill and will no longer be able to continue.

3.7 Conflict of Interest Law acknowledgements were signed. Brenda to submit to the Town Clerk in the morning.

IV. COMMISSIONERS UPDATES AND REPORT:

4.1 Discussed comments made by Selectmen Clark at December 20, 2017 Board of Selectmen's meeting. The Board felt the comments were harsh and off topic but will move forward with securing additional staff. Nathan recommended brushing up with Robert's Rules.

V. WATER SUPERINTENDENT'S UPDATES AND REPORTS:

No Updates or Reports

VI. OFFICE ADMINISTRATOR'S UPDATES AND REPORTS:

6.1 The Board Reviewed and Signed Bills Payable Warrants.
6.2 The Board Reviewed and Signed Schedule of Bills Receivable report.
6.3 The Board Reviewed Accounts Receivable report.

MM moved to review reports and sign bill payable warrants out of session, NM seconded. LL absent from vote.
Approved.

ADJOURNMENT:

MM moved to adjourn at 8:10 PM. NM seconded. LL was absent from vote. Approved.

Respectfully submitted,

Brenda B

Brenda Boudreau, Office Administrator

WATER DEPARTMENT MEETING

DATE January 10, 2018

NAME	ADDRESS	PH/EMAIL
Cindy Boundy	537 Main St	978-597-5663
Paul Boundy	"	PFBOUNDY@comcast.net "
Ralph [illegible]	547 Main St	9785972272
Jean [illegible]	529 Main	978-597-2215
Ellen Amadon	3 Wheeler Rd.	978-597-2481
Edward Amadon	3 Wheeler rd. Brookside-Inc@comast.Net	978-597-2481
Nancy Clough	534 Main	978 597 2658
Phillip Dee	412 MAIN St. W. Townsend,	978-597-5923
Tim [illegible]	[illegible]	508 [illegible]-9607

3.1

INVOICE

California "A" General Engineering #957465
POB 22431, Bakersfield, CA 93390
t. 6615774374 f. 6615774372
www.ParagonBridgeWorks.com

PARAGONBRIDGEWORKS

Number	PBWI3249
Date	Jan 9, 2018

Sold To	Ship To
Town of Townsend Paul Rafuse Townsend, MA	**Town of Townsend** Paul Rafuse Townsend, MA
Phone 9785972212 **Fax**	**Phone** 9785972212 **Fax**

Salesperson	P.O. Number	Payment due by	Terms
Christian			

Line	Qty	Description	Unit Price	Ext. Price
1	1	Bare bridge deck (S40X16)	$16,000.00	$16,000.00
2	8	Bearing kit for End Sill applications (BKES)	$247.81	$1,982.48
3		Structural Engineering & Warranty package (Schedule F, Type C @ 1 year).	$6,000.00	$9,000.00
4	2	PreCast concrete abutment kit (2W3R)	$6,558.52	$13,117.04

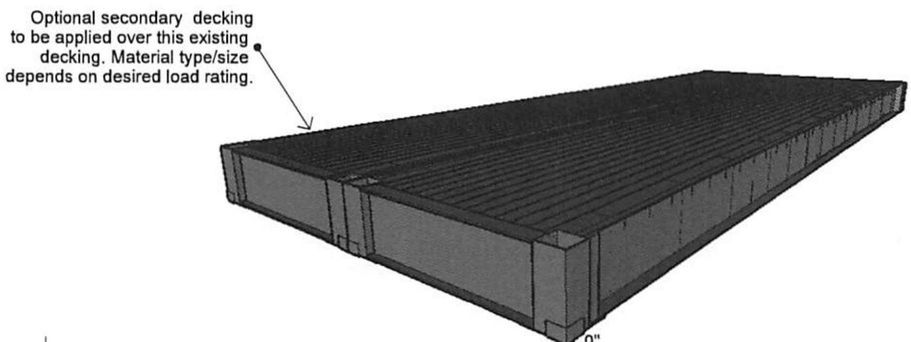
SubTotal	$40,099.52
Tax (7.5% CA)	$0.00
Total	**$40,099.52**

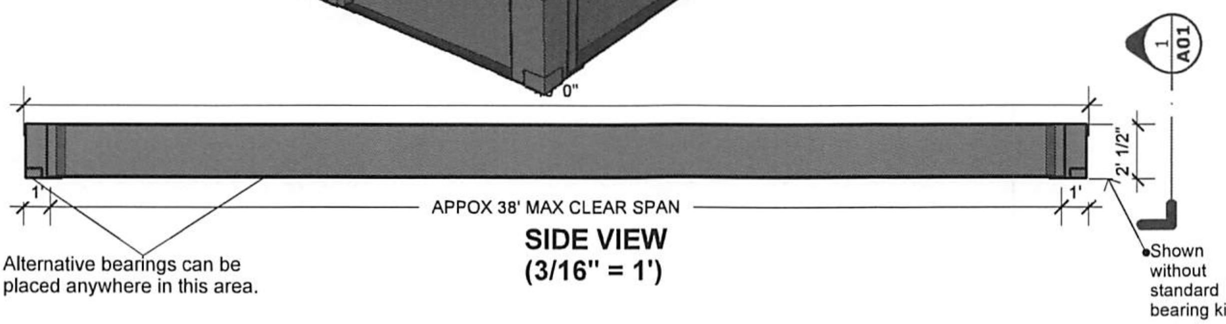
Deposit required to start: $40,099.52

Helping people GET OVER IT since 1999.
Goods/services subject to Paragon's Sales Contract.

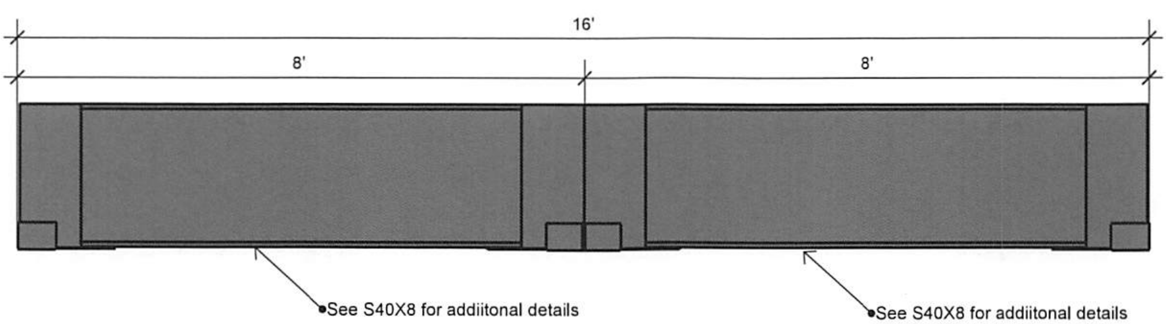
Document	Download Link	Password
Sales Contract	www.ParagonBridgeWorks.com/contract	**ixoye**
Drawings	www.ParagonBridgeWorks.com/drawings	

Generated on 01/09/18 11:03:57





SIDE VIEW
(3/16" = 1')



END VIEW
(1/2" = 1')

1
A01

DRAWING NUMBER
S40X16

ORIGINAL ISSUE
07-10-13
REVISED
07-10-13

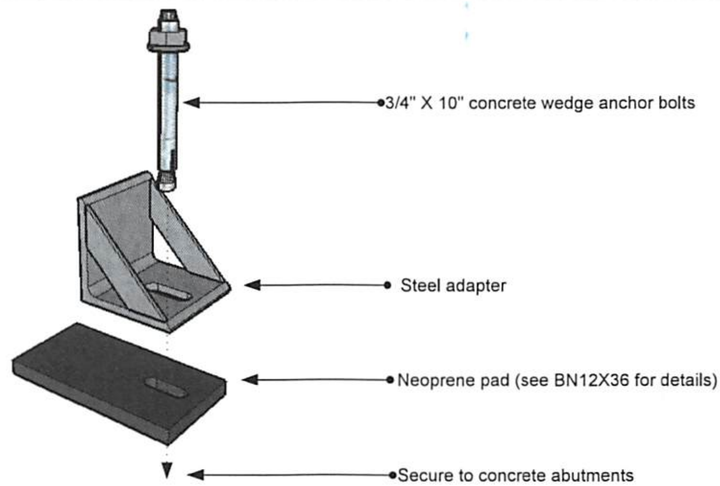
DRAWING NAME:
40' X 16' X 2' basic
Generic plans
Weight = Aprox 24,000 lbs
(12,000 lbs per section)

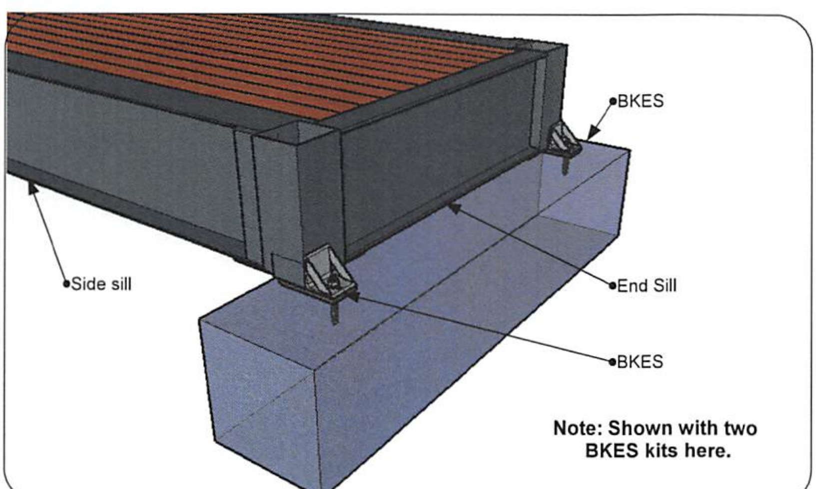
DRAWN BY
NOAH FIGUEROA

PARAGON
BRIDGE WORKS

A

01/01





Note: Shown with two BKES kits here.

Kit includes:

- (1) bolt
- (1) steel adapter
- (1) Neoprene (BN6X12)

Kit it shipped loose and NOT attached to bridge. All parts shipped "best way", either with bridge deck or separate. Size/location of slots based on approved structural drawings or Paragon's recommended practices.

DRAWING NUMBER
BKES

ORIGINAL ISSUE
07-15-13
REVISED
07-15-13

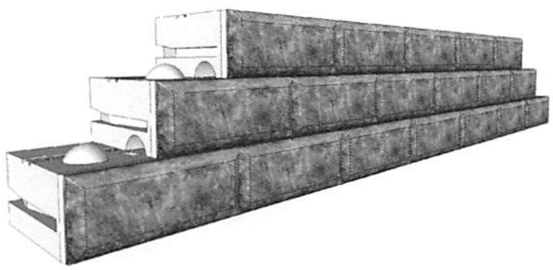
DRAWING NAME:
Bearing Kit @ End Sill

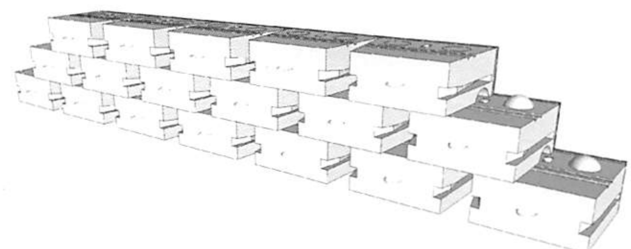
DRAWN BY
NOAH FIGUEROA

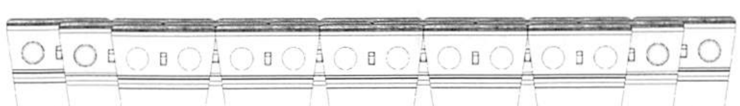
PARAGON BRIDGE WORKS

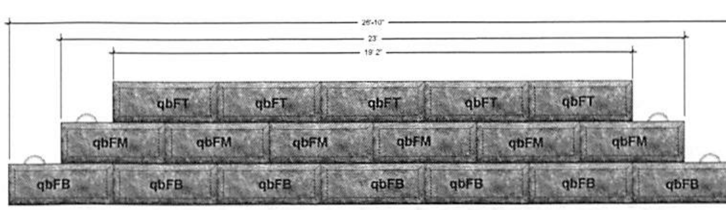
A

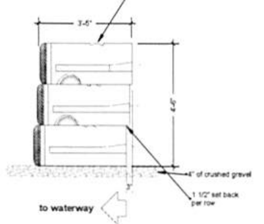
01/01











Conceptual Drawings
PARAGON BRIDGE WORKS
NOT for construction

Please contact your Paragon Bridge Works representative to determine which bearing kit would be most appropriate for your situation. All bearing kits are optional and are NOT required to be purchased through Paragon.

Other parts/drawings that are references in this drawing include:
- Part: **qbFT** located on drawing number: **qbEach**
- Part: **qbFM** located on drawing number: **qbEach**
- Part: **qbFB** located on drawing number: **qbEach**

Scale: 5/8" = 1'

12"
3'-0"

Drawing Number
2w3r

Paragon Bridge Works
2349 Fruitvale Ave
Bakersfield, California 93308

(o) 661-577-4371
(f) 661-577-4372

CLIENT

ISSUE
09-06-13

RE-ISSUE
09-06-13

PROJECT NO.

PROJECT
Standard drawings

DRAWN BY
NF

DESCRIPTION
Pre-cast abutment kit

Q

1

Contract

PARAGON **BRIDGE** WORKS

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

AGREEMENT made on the date that Paragon's estimate &/or invoice was signed by Client , between:

1. **Paragon Bridge Works, Inc** located at 8739 DeSwan Court, Bakersfield, CA 93314 United States ("Paragon") and;
2. **The "Buyer"**, indicated as "Sold To" on Paragon's estimate &/or invoice, also referred to as the "Client".

Paragon's primary business is in converting railroad equipment into bridges. In general, Paragon buys and sells railroad equipment. Paragon also provides new bridges as well as bridge components.

1. *Sale of Goods.* All goods sold, including quantity, shall be described in Paragons quote/invoice.
2. *Sale of Services:* From time to time Paragon may offer the following services.
   (a) *Engineering:* See Schedule A for complete details.
   (b) *Installation Service.* See Schedule C for complete details.
   (c) *Consultation Service* See Schedule D for complete details.
   (d) *Delivery.* See Schedule E for complete details.
3. *Price.* The price for goods sold shall be described on Paragons invoice, payable in currency of the United States of America. Estimates and verbal prices given shall not be considered definitive. Any (quotes, estimate, invoices, etc) prices given on deliveries to and installations upon locations which Paragon has not inspected in person are to be construed as estimates only, and subject to further adjustment at the mutual agreement of the Parties. All engineering, installation, consultation, and delivery prices hereunder are conditioned upon the accuracy of the Client's representations, including without limit the ease of ingress and egress and the nature of the installation site. Irrespective of the Conflicting Terms section in this Agreement, all prices for delivery of goods sold are estimates only, and Client shall be solely responsible for any and all additional expenses of delivery. Payment terms shall be per Schedule B.
4. *Customs Duties, Fees, Charges, Taxes.* All Customs duties, fees, taxes, charges and other like costs assessed by the United States (Federal, State, City, County, etc) or any foreign Governments are the sole responsibility of Client. Paragon may be obligated to collect a certain portion of sales tax but this should not be considered to be an "all inclusive" tax collection. Client is responsible in ensuring all applicable taxes are paid.
5. *Insurance.* In no case does the purchase, delivery or installation price cover the cost of any insurance; Client shall be solely responsible for insuring all goods purchased during transportation, including the delivery from Paragons facility to installation location. Paragon may offer or arrange such insurance coverage at an additional cost to Client.
6. *Contingencies.* Paragon shall not be liable for any delay in manufacture delivery or installation due to fires, tornadoes, earthquakes, strikes, labor disputes, war, terrorism, civil commotion, and delays in transportation, shortages of labor or material, undisclosed, unknown or unanticipated conditions or character of installation site, or other causes beyond Paragon's control. The existence of such causes of delay shall justify the suspension of manufacture, delivery and or installation, and shall extend the time of performance on Paragon's part to the extent necessary to enable it to perform its duties in the exercise of reasonable diligence after the causes of delay have been removed. The above justifications are non-exclusive and are in addition to the Force Majeure provisions below.
7. *Warranty.* Paragon warranties goods sold and installation only to the extent required by Jurisdictional Law or as described in Schedule F. THE WARRANTIES SPECIFIED IN SUCH SCHEDULE ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. UNLESS OTHERWISE PROVIDED IN SCHEDULE F, GOODS SOLD AND INSTALLATION ARE **SOLD STRICTLY AS-IS. Buyer accepts all liability for goods purchased and installed and agreed to indemnify and hold Paragon harmless for any claims made.**
8. *Client Supplied Warnings.* Clients shall affix conspicuously upon or place conspicuously nearby Bridge, so as to be visible to users of Bridge in each direction, a Warning in the relevant language concerning all foreseeable risks of use to which the Bridge may be put, including without limit any risk as to weight, use, railings, trespassing, and risks to livestock and children, in additional to any warnings or signage otherwise required by Jurisdictional Laws.
9. *Frustration.* If Client fails timely to make any purchases required, necessary or desired for completion of any part of the work under this Agreement, or fails to facilitate or permit Paragon's completion of such work, including but not limited to,

obstructing or closing the work site, such shall be deemed a contingency suspending Paragon's obligations and liabilities hereunder until such frustration is eliminated.

10. *Notice Regarding Use of Proceeds.* Funds paid in anticipation of, concomitant with, or due under this Agreement are not deposits and shall be placed in Paragon's general business accounts for disbursement at Paragon's sole and absolute discretion, including portions of payment to be expended by Paragon on Delivery and Installation. Paragon shall apply any proceeds payable under this agreement to its various business needs at its absolute and sole choice, whether on behalf of the Client directly, indirectly, or not at all, and need not segregate such into trust or any other special accounts.
11. *Waiver of Statutory Disbursement, Allocation, and Trust Provisions.* No funds collected under this Agreement shall be considered as held in trust for the Client or any other party or subcontractor. CLIENT HEREBY WAIVES AND REALEASES PARAGON FROM THE PROVISIONS OF ANY REGULATORY LAW AND PROVISIONS THEREOF, INCLUDING ANY PROVISIONS INVOKING, AS PERMITTED. CLIENT AFFIES THAT THEY UNDERSTAND AND KNOW THE EFFECTS OF SUCH WAIVER ON THEIR RIGHTS, AND THAT NO CLAIM FOR THEFT CAN ARISE FROM ACTIONS REGARDING THE DISBURSEMENT AND ALLOCATION OF FUNDS RECEIVED BY PARAGON UNDER THIS AGREEMENT.
12. *Materiality of Deadlines.* No breach of any Deadline under this agreement shall be deemed a material breach unless:
    (a) the deadline is specifically enumerated on, and not merely implied by, this Contract and its Schedules attached hereto,
    (b) it relates to the payment of funds under this agreement, or
    (c) the Client notifies Paragon in writing at the above address of the breach of deadline, making specific reference to the part of this Agreement specifying the deadline.
13. *Subcontractors.* Paragon may engage the services of subcontractors for portions of the Installation, Consultation, and Delivery contemplated hereunder. Paragon need not obtain written approval from Client as to any subcontractor before using such subcontractor's services.
14. *Safety of Jobsite/Warranty/Comparative Negligence.* Client warrants that its jobsite will be free from all dangerous conditions and hazards, except those specifically enumerated in writing and received by Paragon prior to commencement of Installation, Consultation, and Delivery. Client agrees to be strictly liable for the costs, including without limitation medical costs plus attorney's fees and costs, arising from any physical injuries to Paragon, its employees, owners, agents, or assigns, resulting from unsafe or dangerous condition of the jobsite or premises at which Client directs Paragon to perform under this agreement. The rule of comparative negligence shall govern this provision of this Agreement, but not any other provisions of this Agreement.
15. *Licenses.* Client understands that Paragon makes no representations other than those contained in the Schedules attached hereto, if any, that Paragon is or will to be licensed, or otherwise in compliance with, the contracting, construction, and other licensure requirements of Client's locale and/or installation site. Paragon may obtain any and all licenses and other compliance certifications and requirements requested in writing by Client at Client's cost. Such requests may introduce delays beyond Paragon's control, and Client agrees to suspend for the period of any such delay any performance due by Paragon under this Agreement which is delayed during or because of the pendency of any licensure, registration or compliance application or initiative. Client waives all rights to proceed in law or equity against Paragon on account of any deficiency of licensure on the part of Paragon.
16. *Claims for Delivered goods.* Any unaccepted aspect shall be a "Claim." Paragon shall not be liable for any claims unless they are received in writing by Paragon within seven (7) business days after Delivery of goods, with photographic evidence included, and 30 days has been given for investigation by Paragon's representatives. If Paragon accepts the claim, Paragon shall determine at its sole discretion whether to repair, replace, refund, or issue credit for, any portion covered by a claim.
17. *Claims for goods Installed.* Refer to Schedule C.
18. *Maintenance.* Client shall inspect, repair and maintain Bridge, and otherwise keep Bridge in good working condition in perpetuity, and not permit such to become unsafe or fall into any type of dilapidation or disrepair. Client shall execute quarterly inspections.
19. *Future Alterations and Modifications.* As long as Bridge remains property of Client, Client shall not alter or change the design, structure, decking, or other aspect of the Bridge or its Installation in any manner without the express written consent of Paragon, signed by Paragon. Failure to do so will release Paragon from all liability and void any applicable warranties defined in Schedule F. Client shall indemnify and hold Paragon harmless for any claims related to alterations and/or modifications.
20. *Indemnification and Covenants as to Subsequent Owners.* Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims, whether filed or not, arising against Paragon from future owners of the Bridge and or the land upon which Bridge is installed. Client agrees that upon its selling Bridge, it will covenant with subsequent owners that such

new owners shall waive all claims against, and further indemnify, defend, and hold harmless both Client and Paragon against any claim arising out of the ongoing use or existence of the Bridge and not alter or change the design, structure or other aspect of the Bridge or its Installation in any manner without the express written consent of Paragon, signed by Paragon;

21. *Termination*. Paragon may refuse to sell, deliver, or complete construction of, Bridge at any time that Paragon, in the exercise of its sole discretion, shall deem itself insecure with respect to the condition of Client's ability to pay amounts owing under this agreement, or considers that Client's financial standing does not warrant sale, delivery, or installation, it being understood that in such event the Bridge and Installation shall remain Paragon's property.
22. *General Right To Cure*. If the Client alleges any breach of this agreement, Paragon shall have forty-five days during which time to attempt to cure any such alleged breach. No effort to cure shall be considered an admission of breach or wrongdoing on the part of Paragon.
23. *Indemnification/Wiaver*. Client shall indemnify, defend, and hold Paragon harmless for and against any third party claim relating to the Bridge, its use, presence, delivery and installation, including without limit claims of products liability, construction defect and negligence, and any claims against Paragon by any constituted government authority or non-governemntal-organization. Client shall also waive, and indemnify, defend, and hold Paragon harmless for and against, any claim relating to actions or inactions of any sub-contractor pursuant to work done by sub-contractor with respect to Bridge, delivery and installation. Client's sole remedy against such sub-contractors shall be against them directly, and Client agrees to waive any and all claims under respondeat superior or any other theory of law or equity against Paragon for the acts and/or omissions of such sub-contractors.
24. *Cancellation by Client*. Client may cancel a Bridge or Bridge Project, only if Bridge is not manufactured and not in process of manufacture at the time Client's notice of cancellation is received by Paragon. Any cancellations beyond this point are not permitted, and Paragon shall be entitled to all amounts due under this Agreement as if Paragon's obligations hereunder were fully performed and accepted. Regardless of when and why cancellation is made, Paragon reserves the right to keep any deposits made.
25. *Assignment of Patent, Trademark, Copyrights*. In the event that Client on its own or through any affiliate or agent acquires any intellectual property rights in the Bridge, including without limitation rights in the name, brand, plans, schematics, design, visual depictions, verbal descriptions, construction, manufacturing and assembly processes, Paragon's name, including any and all patents, trademarks, copyrights, URL, or any other intellectual property rights, irrespective of the country in which such rights exist or apply, such rights shall automatically be and hereby are assigned by Client unconditionally and forever to Paragon and Paragon's assigns. Client agrees to execute and deliver any further documents which are necessary or proper to perfect such rights, as Paragon may request. Client waives any and all rights to assert or claim an interest in such rights, and agrees to defend Paragon against all claims in derogation of Paragon's rights in such property.
26. ***PERSONAL GUARANTY.*** THE PARTY WHOSE SIGNATURE APPEARS HEREUNDER ON BEHALF OF CLIENT AGREES TO BE PERSONALLY LIABLE FOR ANY AND ALL OBLIGATIONS AND SUMS DUE FROM CLIENT UNDER THIS AGREEMENT, AS IF HE OR SHE WERE CLIENT.
27. ***LIMITATION OF DAMAGES***. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IF CLIENT BRINGS ANY ACTION CONCERNING THIS AGREEMENT AT LAW OR EQUITY AGAINST PARAGON, ITS EMPLOYEES, OWNERS, AGENTS, OR ASSIGNS, NO SUCH CAUSE OF ACTION SHALL INCLUDE A CLAIM, NOR MAY RECOVERY BE HAD, FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, BY CLIENT, CLIENT'S GUESTS, OR ANY THIRD PARTY, EVEN IF PARAGON, ITS EMPLOYEES, OWNERS, AGENTS, OR ASSIGNS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PARAGON'S TOTAL LIABILITY FOR DAMAGES ARISING IN CONNECITON WITH THIS AGREEMNT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS THEN PAID BY CLIENT UNDER THIS AGREEMENT. NOTHING IN THIS SECTION SHALL OPERATE TO LIMIT THE AMOUNT OR THEORY OF DAMAGES WHICH ARE AVAILABLE TO PARAGON IN CONNECTION WITH THIS AGREEMENT OR ANY CLAIM ARISING THEREFROM, INCLUDING PARAGON'S POSSIBLE COUNTERCLAIMS IN SUITS CONCERING THIS AGREEMENT.
28. *Security Interest*. Paragon shall have a security interest in goods and services sold as security for any and all payments due under this Agreement, and such shall be primary to any other lien or security interest in such items.
29. *Attorney's Fees*. If any dispute arises between the parties under this Agreement, even if such dispute is not litigated, the prevailing party shall be entitled to their reasonable attorney's fees and costs, payable by the other party.

30. *Severability/Enforceability.* In the event that any paragraph or provision of this Agreement is held to be illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not affect the validity or enforceability of the remaining paragraphs or provisions. To the extent that any paragraph or provision is rendered unenforceable because it is overly broad or unduly narrow, that paragraph or provision shall be limited or expanded to the extent required by applicable law in order to become enforceable, and shall be construed as having originally been so drafted.
31. *Late Payments.* Time is of the essence relating to any deadline concerning the payment of funds under this Agreement. A late fee of $100, plus annualized interest of 18%, or the legal maximum, shall be assessed in the event of any late payment by Client to Paragon. This shall also apply to any amounts withheld pursuant to a dispute regarding this Agreement or work performed hereunder. This fee shall be as liquidated damages, not as a penalty, and is not in lieu of any other legal option available to Paragon. If any Client payment fails due to insufficient funds, the above interest and late fee shall be applied with an additional $50 returned check fee, or the maximum amount otherwise allowed under Jurisdictional Law.
32. *Governing Law/Equitable Remedies/Jury Waiver.* This Agreement and the performance of obligations hereunder will be governed by the laws of the State of California, without reference to California's Conflicts of Laws provisions. The parties agree that any damages under this agreement will be of a nature which might not be remedied by monetary damages alone, and that additional equitable remedies shall be permitted for such, and that any such equitable remedies shall be non-exclusive and without bond. The Parties hereby waive the right to trial by jury of any matters arising out of this Agreement or the conduct of the relationship between the Parties.
33. *Arbitration.* Refer to Schedule G.
34. *Interpretation.* Both parties have participated in the drafting of this agreement. No presumption shall arise owing to one party having drafted this agreement. Titles and captions here are for courtesy only and shall not have any interpretive weight in any dispute regarding this agreement. All schedules, appendices and exhibits referred to herein are expressly incorporated by reference and are a part of this agreement.
35. *Conflicting Terms.* In the event of an explicit conflict between the details of a mutually signed Schedule and those of this Agreement, the terms of the Schedule shall govern. In all other cases, including without limit instances where the Schedule is silent, this Agreement shall govern.
36. *Venue/Binding Effect.* The Parties consent to the jurisdiction and venue of the State District Court in Bakersfield, California. This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, executors, administrators, and nominees.
37. *Limitation of Actions/Materiality.* Time is of the essence in this Agreement. No claim or action concerning, related to, or arising out of this Agreement or any breach of or default under this Agreement, may be commenced by Client more than twelve (12) months after the occurrence of any such breach or default, or events giving rise to claim. Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims from others, whether filed or not, arising against Paragon.
38. *Modification/Effect of Waiver.* No waiver or modification of this Agreement, in whole or in part, will be valid unless in writing and duly executed by each of the parties. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.
39. *Force Majeure.* If by reason of acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, terrorism, or federal, state or local law, order, rule, or regulation, either party is prevented from complying with any term or condition of this agreement, or from complying with any express or implied term in the agreement, then while so prevented the term or condition shall be suspended and the party shall be relieved of the obligation of complying with such covenant and shall not be liable for damages for failure to comply with it. Any obligation of either party shall be extended for as long as it is so prevented from complying with any condition or covenant in the agreement.
40. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall count as originals.
41. ***ENTIRE AGREEMENT.* THIS AGREEMENT AND ITS SCHEDULES, HEREBY REFERED TO AS "THE CONTRACT" AND/OR "AGREEMENT", CONTAIN THE COMPLETE AGREEMENT OF THE PARTIES REGARDING ITS SUBJECT MATTER AND WILL SUPERSEDE ANY AND ALL OTHER AGREEMENTS, UNDERSTANDINGS AND REPRESENTATIONS BY AND BETWEEN THE PARTIES RELATING TO SUCH, WRITTEN OR VERBAL. THE PARTIES AFFIRM THAT THEY ARE SOPHISTICATED, THAT THIS IS A FULLY-INTEGRATED AGREEMENT, THAT IT IS NOT A CONTRACT OF ADHESION, THAT IT WAS FREELY NEGOTIATED FOR VALUE, THAT EACH PARTY HAD AMPLE BARGAINING POWER, THAT NO PAROL EVIDENCE SHALL BE ADMISSIBLE OR USEABLE FOR ANY PURPOSE IN ANY DISPUTE ARISING UNDER THIS AGREEMENT, THAT THE PARTIES HAVE BEEN URGED TO SEEK INDEPENDENT COUNSEL REGARDING THE PROPRIETY OF ENTERING THIS AGREEMENT, AND**

THAT THE PARTIES HAVE HAD AMPLE TIME TO ATTAIN SUCH COUNSEL AND HAVE EITHER OBTAINED SUCH OR FREELY ELECTED TO PROCEED WITHOUT IT. CLIENT SHALL INDICATE THEY HAVE READ, UNDERSTOOD, AND HAVE AGREED TO THIS CONTRACT BY SIGNING PARAGON'S ESTIMATE &/OR INVOICE.

42. *Warnings:* This is not intended to be an all inclusive list of warnings and is only provided as a courtesy. It is Buyers responsibility to check all local, regional, state, and federal laws that pertain to various warnings.
    (a) *CA Proposition 65:* Drilling, sawing, sanding or machining wood products generates wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection.

43. *Schedules.* Client has read all applicable Schedules & Forms and hereby agrees with those provisions. Available schedules & Forms:
    - Schedule A: Specifications
    - Schedule B: Payment
    - Schedule C: Installation Services
    - Schedule D: Consultation Services
    - Schedule E: Delivery
    - Schedule F: Warranty
    - Schedule G: Arbitration
    - Form 01: Maintenance Inspection
    - Form 02: Visitors Log
    - Form 03: Complications Log
    - Form 04: Person Credit Application
    - Form 05: Business Credit Application
    - Form 06: Punch List & Final Inspection

Schedule A
Specifications

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what details or specifications Paragon has understood Client is expecting when goods &/or services are purchased. If a detail or specification is not listed on this document or on Paragons quote/invoice then it shall be accepted that such detail or specification is not required.

Goods sold:

1. **Measurements**: All measurements shown shall be considered estimates only.
2. **Condition**: All goods are sold in used condition, unless specifically stated otherwise on quote/invoice. Paragon recommends Client purchase a new bridge if perfectly straight or perfectly defect free steel is desired. It should be assumed that there will be some degree of damage or defect that may need to be repaired prior to usage. Additional parts, pieces, modifications and alterations may be needed in order to meet Clients needs at an additional cost to Client.
3. **Paint**: Most secondhand/reconditioned bridge decks/railcars will already have existing paint. Color and condition of existing paint varies. Painting services include prep work to goods sold. Such prep work may include: pressure washing, wire wheel grinding, and sandblasting. Paragon shall determine, at its sole discretion, which prep methods are to be used. Paragon shall make reasonable effort to get goods to a condition to accept paint. Painting is usually performed outdoors. As such, delivery schedules may need to be revised.

    a. Definition:
        i. Paint: This is a very generic term used by Paragon that is used to describe any coating that is applied to materials. Please refer to your quote/invoice to see what type of coating is included.
        ii. Primer: Paragon uses primers that are suitable for use with or without a "top coat". While the performance of the primer is not affected by weather, the primer will chalk and fade as it is does not have any UV protection. Primer is usually a very flat coating with little to no sheen.
        iii. DTM: "Direct To Metal" coatings are sometimes touted by some manufacturers as a combination of a primer and a top coat but Paragon believes they are generally closer to a primer. Paragon may at times use DTM coatings.
        iv. Top Coat: This is applied over a primer or a DTM coating. It gives a higher gloss and provides UV protection. It has a higher sheen than the primer or DTM.
        v. Clear Coat: This is applied over the top coat to give it a higher gloss and better UV protection.

    b. Paint Manufacturers: Paragon's primary provider of paint is Sherwin Williams. However, Paragon may use alternative paint manufacturers.

    c. Colors: Unless specified on quote/invoice, Paragon's default paint color is a reddish brown referred by Paragon as "boxcar brown".

    d. What gets painted: Paint service generally only applies to the sides of the bridge deck / railcar that is visible beyond the bridge/railcar. Ends, top, and bottoms are generally not included. Refer to quote/invoice to see how many square feet of new paint is being included.
4. **Handrails/guardrails**: Paragon strongly encourages Client to apply handrails/guardrails to any bridge project. Refer to drawings of specific guardrails to see what standards they comply with. It is Clients responsibility to determine if Jurisdictional Laws require handrails or guardrails.
5. **Decking**: Bridge decks sold may or may not have a deck, unless specifically noted on quote/invoice. It shall be Clients responsibility to repair/replace/remove any decking that does not meet Clients desired use.
6. **Abutments**: Paragon may offer abutment designs that may or may not work for Clients particular job site. Such designs are only considered to give Client a general idea of what can be built. Paragon does not guarantee that any or all abutment designs will work for any or all job sites.

Engineering:

7. **PE**: Paragon utilizes third party professional engineering firms for all engineering. Any information provided to Client that is not stamped/sealed by a professional engineer shall be considered to be only an opinion and should be verified by a professional engineer.
8. **Standard Construction Drawings**: Paragon has developed "standard" construction drawings which were designed to accommodate a broad range of sites. Such drawings may be modified at an additional charge and are not guaranteed to be applicable for all sites. The Clients is responsible for verifying all the design loads and foundation assumptions are applicable to the bridge specific site requirements. Drawings may be stamped/sealed by a Colorado PE or any other stamp/seal that is available to Paragon at the time.
9. **Engineering Assumptions**: Client should verify Paragon's assumptions are appropriate for their specific project. Assumptions include:
    a. Maximum design loading: AASHTO H20 (unless delineated on quote/invoice)
    b. AASHTO Prescribed wind load: 300plf on girders
    c. AASHTO Seismic Specification
    d. Assumed Soil Parameters:
        Type: Sands
        Phi (angle of internal friction): 30 degrees
        Maximum soil bearing pressure: 1,500 psf
10. **Custom designed drawings**: If the Standard drawings do not meet Clients site specific requirements, Paragon recommends site specific "custom" designed for an additional fee.
11. **Optional features**: All drawings (standard or custom) may illustrate additional features, options, additions, or up-grades that may not necessarily be included in this sale that may be required in order to achieve Clients desired usage. Paragon is not responsible for all such features, options, additions or upgrades unless contracted for such by Paragon.
12. **Delivery of Drawings**: All drawings and supporting documentation shall be sent via electronic files.

General

13. **Modifications**: Paragon shall not be responsible for any modifications or alterations made by others.
14. **Storage of goods sold**: Unless otherwise noted on estimate/invoice, Paragon shall store goods sold for a period of up to 3 months after initial payment has been received at no additional cost to Client. After the allotted time, Paragon shall charge Client monthly storage and handling fees. Such fees shall be reasonable for the type and location of goods being stored. Paragon shall deduct fees from any deposits made if Client fails to pay for such fees.
15. **Specifications**: It shall be Clients responsibility to advise Paragon what Jurisdictional Laws the bridge needs to meet. Known specifications shall be included in Paragons drawings, if included, or on Paragons quote/invoice. No other details or specifications are known, and are not to be attributed as provided by Paragon.

--END OF SCHEDULE A--

Schedule B
Payment

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what payment policies Paragon has in place when Client is purchasing goods or services. Paragon shall, at its sole discretion, determine which Class to categorize Client as. It shall be assumed Client is classified as Class A unless specified on invoice.

Unless mutually approved, in written, when quotes/invoices are short paid by Client, regardless of reason, such delinquencies shall be primarily attributed to failure to pay for warranties, if purchased, and shall relieve Paragon from such warranty coverages. Paragon still retains the rights under this Contract to collect moneys due.

1. **Class A**: Full payment for all items and services sold will be required before order will be accepted.
2. **Class B**: Fifty percent (50%) of all items and services sold is required before order will be accepted/started. Balance of all unpaid items:
   a. Is due at the time of delivery if Paragon is not installing items or;
   b. Is due within fifteen (15) calendar days after installation is complete per "Paragon Sales and Installation" contract if Paragon installs items.
3. **Class C**: Full payment is due fifteen (15) calendar days after:
   a. Items and/or services are delivered or;
   b. After installation is complete per "Paragon Sales and Installation" contract if Paragon installs items.
4. **Class D**: Payment schedule:
   a. 10% to start project
   b. 20% when abutments are completed
   c. 30% when bridge is set in place (not necessary "installed", just set in place)
   d. Balance due no later than 15 days after installation is complete per "Paragon Sales and Installation" contract.
5. **Class E**: Fifty percent (50%) of all items and services sold will be required before Paragon starts the job. Balance is due before goods sold are shipped out.
6. **Class F**: Special consideration. Details shall be listed on quote/invoice.

While Paragon discourages the use of change orders, Paragon understands that at times it may be necessary or desirable for Client to request various changes in original work order. Any change to original order shall be subject to a minimum change order fee of $500 in addition to the cost of the actual change order.

Payment methods

1. Cash
2. Check (personal or company)
3. ACH (similar to wire transfer)

--END OF SCHEDULE B--

Schedule C
Installation Services

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what specifications, provisions, and performances should be expected when Installation services are purchased. If a detail or specification is not listed or mentioned on this document or on the invoice then it shall be accepted that such detail or specification is not required by Client.

Paragon may offer installation services. Such installations shall be according to available drawings. All known specifications, provisions, and performance expectations related to the installation of bridge structure shall be listed here.

1. ***Scope***: Paragon shall build bridge in a safe and environmentally sensitive manner. Unless specified on Paragons invoice, Paragon shall only be responsible for building items specifically listed as "installed" on Paragons invoice. Paragon shall install bridge per drawings, if available. Otherwise, Paragon will build bridge based on practical experience. In general, Paragon wishes not to be a dirt contractor and encourages Clients to find other contractors to build ramps/approaches and other dirt work.
2. ***Limited Work Option***: One option Paragon may offer is a limited installation option or a cursory installation. This should not be considered to be a full or complete installation. Client has only purchased a limited amount of time. Paragon will do all it can, as best as it can within the allowed time frame for such a quick installation. Client should expect a considerable amount of work to be left undone by Paragon. Completing such work will be the Clients responsibility.
3. ***Timetable***: Timetable shall be listed on invoice, otherwise no specific timetable has been set, therefore Paragon shall commence at its earliest convenience.
4. **Materials**: See Schedule A for material specifications.
5. ***Inspection/testing***: Paragon shall allow Client, or its agents, to make necessary inspections or testing so long as such activities do not interfere with Paragons progress. Any persons making such inspections or testing shall fax their certificates to Paragon and shall direct any and all concerns, comments or problems to assigned Project Manager in writing. Paragon reserves the right to invoice Client for any time delays or materials damaged during Clients inspection/testing. Client shall give written notice to Paragon 24 hours in advance prior to any inspection/testing.
6. ***Modifications***: Paragon reserves the right to make certain modifications or alterations to drawings, without Clients approval, so long as such modifications are not detrimental to the structural capacity of the bridge. Client may also request certain modifications, at Clients expense.
7. ***Delivery***: See Schedule E for delivery specifications.
8. ***Landscaping***: Paragon shall make reasonable effort to minimize damage to landscaping, however, Paragon shall not be responsible for any facet of landscaping repair whatsoever regardless of where damages occur. Client should expect a certain amount of landscaping damage. Client is responsible to take reasonable measures to minimize damage made by Paragon such as covering or removing sensitive plants, turning off sprinklers, and trimming trees back.
9. ***Worksite***: Client shall provide a clean, safe, and fully accessible staging site and installation site, including fully useable routes of ingress and egress for delivery of goods, supplies, tools, and machinery. Paragon shall be allowed to section off the entire work site. No one other than Paragon and its agents shall be allowed to enter the work site unless prior approval is given by Paragon. Safety in the work site is always a priority and as such Paragon will provide an escort to any visitors coming into work site regardless of whom they are or who they represent. This includes any government agencies such as law enforcement and EPA. Such escorting will be at Clients expense and will be billed at an hourly rate. It shall be Clients responsibility to prevent unwanted visitors from coming onto work site. Client agrees to indemnify, defend, and hold Paragon harmless against any and all accident claims, whether filed or not, arising against Paragon.
10. ***Complications***: Paragon reserves the right to charge Client for any additional time or materials required due to any unforeseen circumstances such as, but not limited to: Water entering

excavated trench(s), removing or working around rocks, especially during excavation, Correcting or amending soil conditions, especially during excavation. Client understands that it is not practical for Paragon to stop working in order to allow Client time to investigate such conditions. Instead, Paragon is required to take pictures of any such condition and make them available to Client along with a detailed report of the problem, the corrective action, and a list of time and materials needed to correct problem.

11. ***Change orders***. Paragon shall be under no obligation to accept change orders after the Parties have entered into this Agreement. However, where Paragon agrees to accept a change order, it may demand full payment for the cost of making such change at the time of its acceptance of the change order. Any change order must be in writing and signed by the Parties. Paragon reserves the right to charge a minimum processing fee for any and all change orders.
12. ***Cost of Materials***. All materials necessary for Installation as per this Contract, including accepted punch lists related thereto, shall be purchased and paid for by Paragon so long as they are included in Paragon's written scope of work.
13. ***Risk of Impeded Installation***. Client agrees to bear any and all risks of delay and impediment in installation of bridge hereunder, and shall owe Paragon the relevant installation fees each time Paragon's installation crew attempts installation, irrespective of whether or not installation was completed, so long as the delay or impediment is caused through no fault of Paragon.
14. ***Punch Lists***. Paragon shall notify Client of the expected installation completion date. Client shall have (3) days from the expected installation completion date to inspect the work and create a written list of unfinished items, missing items, and/or items requiring repair or "touch-up". This list shall be considered the Punch List. Such list shall be provided to Paragon. Paragon shall remedy the items on the Punch List as quickly as possible so long as not contrary to any term of Paragon's Contract and such items are included in Paragon's written scope of work. Paragon shall be granted time to obtain any materials necessary to complete the Punch List.

    Failure of Client to comply with this section within the allotted three day period listed herein shall operate as a forfeiture of any rights to Punch List work and will be deemed an admission that the work is completed to Client's entire satisfaction and within the scope of this agreement. This Punch List inspection shall be considered a Final Inspection should there be no items to include on a Punch List or no Punch List was created.
15. ***Final Inspection***. Client shall inspect the bridge to ensure Punch List items have been satisfactorily remedied within 1 week of notification of completion of Punch List work, and such inspection and acceptance shall be final. If Client fails timely to inspect the items on the Punch List, the failure shall be deemed an acceptance of the bridge, delivery, and installation, and any acceptance shall be deemed a waiver of any right to revoke acceptance at some future date with respect to any defect that a proper inspection would have revealed. Client may cancel Final Inspection should they physically find items on Punch List, per the terms set forth under the Punch List section of this agreement, that still remain unfinished. Paragon would then be required to complete Punch List items before (re)scheduling a Final Inspection.
16. **Bump**: Unless otherwise agreed to, in writing, the bridge shall be considered to be satisfactorily completed and Paragon's scope of work satisfactorily fulfilled should Client start using the bridge before Paragon has declared it is finished. All Punch List items, if a Punch List was created, shall be deemed waived, completed, or void. Client declares an acceptance of the bridge, delivery, and installation, and shall be deemed a waiver of any right to revoke acceptance at some future date. Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims, whether filed or not, arising against Paragon from incomplete work.
17. ***Claims***. Any unaccepted aspect shall be a "Claim." Paragon shall not be liable for any claims unless they are received in writing by Paragon within seven (7) business days after Installation of the Bridge, with photographic evidence included, and 30 days has been given for investigation by Paragon's representatives. If Paragon accepts the claim, Paragon shall determine at its sole discretion whether to repair, replace, refund, or issue credit for, any portion of Bridge Project covered by a claim.
18. ***Specifications:*** It is Clients responsibility to advise Paragon as to any Jurisdictional Law need to be followed. Paragon is not liable for any work left incomplete that is outside of Paragon's written scope of work, nor for any work performed by others. Any work performed on the bridge by

others shall release Paragon of any liability from the entire bridge project. Client shal indemnify and hold Paragon harmless for any and all claims arising therefrom. Known special or specific specifications shall be included in Paragons drawings, if included per Paragons Invoice. No other details or specifications are known by Paragon unless expressly included in this document and accepted by Paragon.

--END OF SCHEUDLE C—

Schedule D
Consulting Services

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what provisions and performances should be expected when Consultation services are purchased. If a detail or specification is not listed or mentioned on this document or on the invoice then it shall be accepted that such detail or specification is not required or otherwise within the scope of work to be performed by Paragon. Paragon may offer consultation services. These services should not be considered to be "installation services" whatsoever.

1. ***Scope***: A detailed list of services included shall be listed on Paragons invoice. Paragon may send at least one of its agents to the job site at specific events or times as noted on invoice. Such events are usually:
   a. Prior to any work done to site. This will give Paragon the opportunity to advise Client where bridge could be installed. The pros and cons with various building sites, obstacles to avoid, etc.
   b. After abutments are excavated: This will give Paragon the opportunity to ensure excavated site is as intended. Errors should be caught early in order to avoid delays.
   c. After abutments are erected: This is a good time to ensure the abutments were poured, erected, and/or build properly. If there are any errors at this point it will give Client the opportunity to make changes before the bridge arrives. It also gives Paragon the opportunity to possibly make modifications to the bridge structure before the structure leaves Paragons facility.
   d. When bridge is being set in place: Paragon may be there to provide technical assistance and historical advice such as where the lift points are at on the bridge structure, how to properly set the bridge on the abutments, how to properly secure the bridge to the abutments, and any other finish work that may be necessary.

   Other services offered include assisting Client to locate and schedule vendors and contractors who will do the actual building of the bridge. Paragon may make itself available to answer questions or concerns vendors/contractor may have. Client shall pay such vendors/contractors directly. Paragon shall not be responsible for the craftsmanship, reliability, or final product of such vendors/contractors. Paragon will do its best to find the most cost effective vendors/contractors but it is ultimately the Clients responsibility to ensure vendors/contractors meets their expectations.
2. ***Included***: Only services clearly detailed on invoice are included. This shall supersede any other service details implied or verbally communicated.
3. ***Additional Charges***: Any time worked at the job site over hours specified on invoice will be billable at an hourly rate plus any additional travel expenses such as hotel, meals, and car rental as well as any other re-booking/re-scheduling fees. Keeping Paragon's employees/agents at job site for just an extra 30 minutes may put that employee/agent into a situation where he/she is required to stop working for the day and stay the night at a hotel due to cumulative hours worked in that day or week. Such unexpected expenses shall be billable to Client. It shall be the Clients responsibility to advise when Paragon may leave site.
4. ***Excluded***: Paragon shall not be expected or allowed to perform any physical work whatsoever. Paragon shall only give recommendations based on experience and should not be expected to be the single source of information Client is relying on. Other exclusions may apply per state, county, and city law.
5. ***Timetable***: Timetable shall be listed on invoice, otherwise no specific timetable has been set, therefore Paragon shall commence at its earliest convenience.
6. ***Materials***: No materials are included in "consultation services".
7. ***Modifications***: Paragon shall not be responsible for any modifications or alterations.
8. ***Specifications***: Paragon's consultation services is based on experience and, unless specifically included in quote/invoice, does NOT include professional engineering services. Client shall indemnify and hold Paragon harmless for any and all claims arising therefrom. Known special or specific specifications shall be included in Paragons drawings, if included per Paragons Invoice. No other details or specifications are known by Paragon unless expressly included in this document and accepted by Paragon.

--END OF SCHEUDLE D--

Schedule E
Delivery

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what specifications, provisions, and performances should be expected when delivery services are purchased. If a detail or specification is not listed or mentioned on this document or on the invoice then it shall be accepted that such detail or specification is not required.

1. **Timetable**: Paragon to work with Client in determining a reasonable delivery schedule. It should be known that Paragon utilizes third party delivery carriers and their schedule is beyond Paragons control.
2. **Materials**: Materials included to be delivered shall be listed on Paragons quote/invoice. Various materials usually arrive at different times. Paragon will communicate with Client to advise what is scheduled to be delivered.
3. **Truck Delivery**: Goods delivered via truck shall, at a minimum, have wheels, trucks, and couplers removed. Additional parts, pieces, components or section may need to be removed, at Clients expenses, before such equipment is ready to be set in place. Paragon recommends that Client inspect equipment prior to deliver to ensure all necessary parts/pieces are as needed. Goods shall be considered delivered to Client when truck gets as close to Clients desired drop off site as driver feels prudent. Client shall be given two hours to unload delivery truck.

   Paragon shall make every reasonable attempt to deliver items on schedule and as close to Clients delivery site as practical utilizing Paragons own equipment or Paragons authorized agent(s) equipment. Client shall be responsible for:

   a. Any and all additional expenses incurred by Paragon due to:
      i. Poor directions given by Client.
      ii. Inability to access Clients delivery or job site.
      iii. Federal or State required re-routing.
      iv. Federal or State required closures.
      v. Delivery equipment getting stuck while trying to deliver goods.
      vi. Government issued permits
   b. Such expenses are generally incurred due to poor weather conditions, road construction, or required by various government agencies. Paragon shall make reasonable effort to communicate with Client if such additional expenses are expected but such communication is not required.

4. **Inspection while on Truck**: Client shall be allowed the opportunity to thoroughly inspect delivered goods prior to unloading goods. Any defects shall be documented and signed by Client and delivery driver and Paragon notified before good are unloaded. A second inspection shall be performed immediately after being unloaded, but before delivery truck leaves. Any defects shall be documented and Paragon notified immediately. If Client fails timely to inspect the delivered goods or fails timely to note unacceptable elements of the delivered goods, in signed writing delivered to Paragon, the failure shall be deemed an acceptance of the delivered goods and any acceptance shall be deemed a waiver of any right to revoke acceptance at some future date with respect to any defect that a proper inspection would have revealed. It shall be the responsibility of Client to load unacceptable goods back onto Paragons delivery truck, at Clients expense. Client shall be responsible for freight expense to ship goods back to Paragon. Paragon is not responsible for any damages caused to good while goods are being unloaded.

5. **Railroad delivery**: Quoted prices are only an estimate and will adjust based on the actual number of miles railcar is moved. When goods are delivered via railroad Paragon is only responsible for communicating to delivering railroad(s) where equipment is to be delivered to. Paragon has no control of railroad timelines. It is Clients responsibility to ensure railroad is willing to deliver to desired railroad site and to get permission to perform needed dismantling work at that site. Railcar is considered "delivered" to Client when railcar is spotted in the area the railroad deems most appropriate and not necessarily where Client would like the railcar spotted. Client is purchasing the railcar moving on its own wheels and is responsible for all facets of dismantling and cleaning site up. Paragon may retain ownership of railcar wheels/truck sets and other railcar components. Client is responsible to load such retained parts onto a Paragon supplied truck at Clients expense within 60 days of delivery. Client agrees to purchase parts for a sum equal to 50% of railcar's purchase price should there be a failure to return parts within allotted time frame. Client is responsible for any fees charged by railroad, such (but not limited to) as storage fees, clean up fees, and access fees. Paragon is not responsible for any damages caused to good while goods are being unloaded. Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims, whether filed or not, arising from any facet of railroad delivery and inspections.

6. **Inspection while on railroad**: Client shall be allowed the opportunity to thoroughly inspect delivered goods prior to removing goods from railroad tracks. It shall be Clients responsibility to obtain any necessary permission to perform such inspections. Client has 48 hours from the time goods arrive via railroad to reject goods. If Client fails timely to inspect the delivered goods or fails timely to note unacceptable elements of the delivered goods, in signed writing delivered to Paragon, the failure shall be deemed an acceptance of the delivered goods and any acceptance shall be deemed a waiver of any right to revoke acceptance at some future date with respect to any defect that a proper inspection would have revealed. Railcars shall be deemed acceptable to Client once ANY work is done to railcar. Client shall be responsible for freight expense to ship goods back to Paragon.
7. **Property damage:** Paragon or its agents shall not be responsible for any damages to property, landscaping or fixtures caused by delivery equipment. Paragon shall make reasonable attempt to minimize such damages. Furthermore, a certain amount of landscaping damage should be expected. Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims, whether filed or not, arising from delivery of goods.
8. **Special requests**: All special requests shall be submitted to Paragon, in writing, at least 7 calendar days before goods ship out.

--END OF SCHEUDLE E--

Schedule F
Warranty

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what warranties Paragon may offer to Client. Type A warranty is the default unless expressly included, and paid for in full, on invoice. All goods and/or services sold and performed under this Agreement are Warranted as follows:

Type A: (AS-IS) Paragon expressly limits any and all warranties to the minimum amount required by law in the controlling jurisdiction. Paragon makes no warranty, express or implied, as to suitability, specifications, and fitness of any materials or service for any specific purpose. Client agrees to indemnify and hold Paragon harmless for any and all claims arising therefrom. All sales are final.

Type B: (AS-IS WITH DANGERS AND RISKS) All terms of **Type A** plus: Paragon discloses, and Client acknowledges, that the items sold and/or installation is materially damaged, potentially dangerous, and may contain and leech noxious and hazardous chemical residue and waste. Client agrees to assume any and all risks associated with the presence and use of item(s) sold and/or Installation, and specifically indemnifies and holds Paragon harmless for such liabilities risks and dangers, including without limit any liabilities relating to environmental cleanup necessitated by the presence or use of the item(s)/Installation. All sales are final.

Type C: (ONE YEAR LIMITED BRIDGE WARRANTY) The Bridge and/or Installation are expressly warranted to Client for a period of one year from original date of construction completion to be merchantable and fit for use as a bridge as defined in Paragon's Schedules and/or Paragon's engineering details, if included or available. Components covered under this warranty include the main bridge super structure itself (excluding the decking), its abutments and connection fittings so long as they are all supplied &/or built by Paragon or its agents under Paragon's control and are not tampered with or altered and are properly maintained by Client, at Clients expense. Warranty does not cover normal wear and tear, abuse, vandalism, cracks in concrete, cracks in wood, settlement, or damages arising from overloading or traveling at excessive speeds. Other items not covered in warranty include handrails, guardrails, signage, approaches, grading, drainage, dirt work, and erosion control. Proper maintenance includes, but not limited to, removing all debris from water way immediately and should not be allowed to contact the bridge super structure, including abutments/piers, whatsoever or allow water to backup in the water way, as well as performing routine inspections. Any defects with the bridge structure or any of its components shall immediately be reported to Paragon and bridge shall be taken out of service by Client. Paragon shall not be responsible for indirect or associated damaged caused by failure(s) or damage caused while repairing defects.

Routine bridge inspections shall be performed by qualified individuals. Routine inspections, at a minimum, shall be conducted 6 months after initial bridge installation then 12 months thereafter for a period of 3 years then 36 months thereafter in perpetuity unless there are more stringent Jurisdictional Laws which will supersede these minimum requirements. Such inspections shall be sent to Paragon within 1 month after each inspection. Bridge inspectors shall be familiar with the following publications:

- AASHTO Manual for bridge evaluation
- FHWA Bridge Inspector's Reference Manual
- FHWA Specifications for the National Bridge Inventory Bridge Elements
- FHWA Recording and coding guide for the structural inventory and appraisal of the nation's bridges.
- State specific element inspection manual, such as: CalTrans Element Inspection Manual, or equivalent.
- State specific bridge specifications, such as: CalTrans Bridge Design Specifications, or equivalent.

Type D: (THREE YEAR LIMITED BRIDGE WARRANTY) Such warranty shall be identical to warranty "Type C" except where the term is lengthened to a total of three years instead of one.

Type E: (FIVE YEAR LIMITED BRIDGE WARRANTY) Such warranty shall be identical to warranty "Type C" except where the term is lengthened to a total of five years instead of one.

Type F: (SPECIAL) Such warranty shall be identical to warranty "Type C" except where the term is lengthened as per terms on quote/invoice.

--END OF SCHEDULE F--

Schedule G
Arbitration

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate how legal disputed will be handled.

Paragon and Client hereby agree that any right or dispute arising under this Agreement shall be resolved by binding arbitration, performed by the American Arbitration Association. Either party shall have the right to end Arbitration at any time prior to resolution and refer such dispute in part or whole to the proper court of law under the other terms and provisions of Paragon's contractual terms.

--END OF SCHEDULE G--

3.2

TOWNSEND WATER DEPARTMENT

540 Main Street West Townsend, Massachusetts 01474

Matilla

Nathan Matilla, Chairman *Lance Lewand, Vice-Chairman* *Michael MacEachern, Clerk*

Paul L. Rafuse,
Water Superintendent

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

MEMORANDUM

TO: Board of Selectmen and Town Administrator

FROM: Paul Rafuse, Superintendent

RE: Request to declare vacancies to hire additional staff

DATE: 1/10/2018

I want to thank the Board of Selectmen for their time and consideration at the December 20, 2017 meeting to discuss our staffing needs. With respect to the additional Water Tech and Office Assistant positions that was tabled pending further discussion and information I will list each position separately explaining the need for this position listing documentation enclosed and already provided.

Additional Water Tech:

As the water distribution system grows so do the staffing needs of the department. In addition to reasons for this position already provided to the Board this addition to our staff would:

- Add assistance in effectively maintaining and operating a public water supply
- Assist in complying with ever changing state and federal regulations and requirements.
- Assist in providing our customers with excellent customer service they deserve.
- Assist in providing safe, healthy drinking water for consumption, economic growth of the community and, fire protection.

Successive staff planning is essential to any business or department. In the water industry in order to effectively perform all the duties and requirements associated with the position of Water Operator the person is required to possess certified licensing in the areas of distribution and treatment. Without the proper licensing limits the duties the individual can perform. Most notably is taking on call and responding to emergencies. Acquisition of the proper licensing can take up to two years. Not allowing the Water Department to hire additional staff when originally requested in 2015 has put a significant burden on the current staff during the time it takes for a new employee to acquire proper licensing. The Board of Water Commissioners have discussed the need to increase our staff in length as evidenced in the enclosed attachments B – N (Board of Water Commissioners meeting minutes between January 12, 2015 – November 13, 2017. Also, see letters to the Board of Water Commissioners to the Board of Selectmen and Town Administrator dated August 14, 2017 & November 13, 2017 as attachments A & O.

<u>Part Time Office Assistant:</u>

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

FY Req'd	Dept. Priority	Project/Equipment Title	FY19	FY20	FY21	FY22	FY23	Total
19	2	Water main replacement- approximately 3,000 ft. From 512 Main St. to Wheeler Rd. & approximately 3,000 ft. on New Fitchburg Rd.	1,000,000					$ 1,000,000
21	5	Construct and develop replacement well at our Cross Street well with treatment facility.			3,000,000			$ 3,000,000
20	6	Main St. Pump Station-Replacement Well Development, Wellfield decommissioned, and Pump Station Modifications.		1,200,000				$ 1,200,000
20	7	Emery Rd. to South Harbor Rd. Water Main Loop		1,500,000				$ 1,500,000
19	8	Meadow Rd. Main Replacement	110,000					$ 110,000
19	4	Purchase 4WD 1 Ton Dump Truck	50,000					$ 50,000
19	3	Back Up Generator-Main Office, 540 Main St.	30,000					$ 30,000
19	1	Bridge Replacement Project-Main St. Pumping Station						$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
		Total All Projects & Equipment	$ 1,190,000	$ 2,700,000	$ 3,000,000	$ -	$ -	$ 6,890,000

Paul Rafuse
Department Head Signature

11/30/17
Date Submitted

3.4

Budget Worksheet

Department Name		Department Number	Fiscal Year
Water		061	2018

	Budget Summary	FY2017 Approp.	FY 2018 Proposed	% Change	Comments/Notes
	Personal Services	306,662	338,129	10.26%	Supt., 3 Wtr Tech's & Office Admin. part of Coll. Barg. Agmt.
	Purchace of Services	152,200	162,200	6.57%	
	Supplies	80,300	80,500	0.25%	
	Other Charges and Expenses	5,700	5,700	0.00%	
	Capital Outlay	10,000	10,000	0.00%	
	Debt Service	107,290	107,290	0.00%	
	Total Dept. Operating Budget	**662,152**	**703,819**	6.29%	

Acct. #	Expenditure Object Descrip	FY2017 Approp.	FY 2018 Proposed	% Change	Comments/Notes
061-04-000-5100-0000-000	Salaries & Wages - Department Head	81,747	83,789	2.50%	Per Ethics Comm. Reg On Call/Holiday incl. in salary
061-04-000-5110-0000-000	Salaries & Wages - Operational Staff	154,848	157,980	2.02%	
061-04-000-5112-0000-000	Salaries & Wages - Office Staff	40,863	61,757	51.13%	Includes Part time Employee at 20 hrs./week
061-04-000-5120-0000-000	Salaries & Wages - Temp. Help	1	0	-100.00%	
061-04-000-5130-0000-000	Additional Gross-Overtime	13,200	13,200	0.00%	
061-04-000-5190-0000-000	Additional Gross - Longevity	4,700	4,100	-12.77%	Inc. due to OA will have 15 yrs. Cont. service.
061-04-000-5134-0000-000	Additional Gross - Reg. & Spec. On - Call	9,300	9,300	0.00%	Less amt. due to Supt. Is incl. in base salary.
061-04-000-5191-0000-000	Commissioners Stipends	3	3	0.00%	
061-04-000-5193-0000-000	Other - Retirement Benefits	2,000	2,000	0.00%	
061-04-000-5195-0000-000	Other - Clothing Allowance	0	0	#DIV/0!	Moved to Expense section of budget per Twn Acct.
061-04-000-5197-0000-000	Vehicle Allowance-Superintendent		6,000		
	TOTAL PERSONAL SERVICES	**306,662**	**338,129**	10.26%	

Note: There are a few changes;
1. The Town Administrator has changed the format of the budget to be submitted. This format will be replaced with the format presented with the Town Administrators memo included in the budget packet.
2. Per the Town Accountant clothing allowance was taken from the salary and wages section and put into the expense section.
3. Contrary to what was recommended a 2.5% increase was included.
4. A Professional Legal Services Account was added to track legal expenses

Added account for Vehicle Allowance

Expense Worksheet

		Department Name	Department Number	Fiscal Year	
		Water	061	2019	
Acct.#	Description	Current Annum	FY 2018 Proposed	% Change	Comments/Notes
Purchase of Services 2					
5201	Prior Year Unpaid Bills				
061-04-000-5210-0000-000	Energy	70,000	70,000	0.00%	
061-04-000-5240-0000-000	Repairs and Maintenance - Bldg	5,000	5,000	0.00%	
061-04-000-5245-0000-000	Repairs and Maintenance - Equip, Veh	20,000	20,000	0.00%	
061-04-000-5245-0006-000	Repair and Maintain SCADA System	10,000	10,000	0.00%	Implementation of SCADA
061-04-000-5270-0000-000	Rentals	1,000	1,000	0.00%	
	Total Purchase of Services	**106,000**	**106,000**	**0.00%**	
Purchased Services 3					
061-04-000-5300-0000-000	Professional & Technical Services	20,000	20,000	0.00%	
061-04-000-5300-0001-000	Backflow Prevention Survey and Testing	6,000	6,000	0.00%	Required Per Twn. Acct. Not an expense by TWD.
061-04-000-5300-0002-000	Professional Legal Services	0	10,000	#DIV/0!	Acct. Added to track legal expenses.
061-04-000-5340-0000-000	Communication (Tel,Internet,Post, etc)	17,600	17,600	0.00%	
061-04-000-5380-0000-000	Other Purchased Services	2,600	2,600	0.00%	
	Total Purchase of Services	**46,200**	**56,200**	**21.65%**	
Purchased Supplies 4					
061-04-000-5420-0000-000	Office Supplies	5,000	5,000	0.00%	
061-04-000-5430-0000-000	Building Supplies	1,500	1,500	0.00%	
061-04-000-5435-0000-000	Equipment Maint Supplies	1,500	1,500	0.00%	
061-04-000-5460-0000-000	Groundskeeping Supplies	500	500	0.00%	
061-04-000-5480-0000-000	Vehicular Supplies	8,000	8,000	0.00%	
	Total Purchase of Services	**16,500**	**16,500**	**0.00%**	
Purchased Supplies 5					
061-04-000-5530-0000-000	Public Works Supplies	35,000	35,000	0.00%	
061-04-000-5530-0001-000	Chemicals (Treatment)	23,000	23,000	0.00%	
061-04-000-5580-0000-000	Other Supplies	1,000	1,000	0.00%	
061-04-000-5585-0000-000	Clothing Allowance	4,800	5,000		Transferred from Salaries & Wages section per Twn Acct.
	Total Purchased Supplies	**63,800**	**64,000**	**0.31%**	
Title Not On File 6					
5600	Prior Year Encumbrance				
	Total Title Not On File				
Other Charges and Expences 7					
061-04-000-5710-0000-000	Travel, Mileage - In State	1,100	1,100	0.00%	
061-04-000-5720-0000-000	Travel, Mileage - Out of State	100	100	0.00%	
061-04-000-5730-0000-000	Dues and Memberships	2,000	2,000	0.00%	
061-04-000-5780-0000-000	Other Charges	500	500	0.00%	
061-04-000-5785-0000-000	Other Charges - State Water Assess.(DEP)	2,000	2,000	0.00%	
	Total Other Charges and Expences	**5,700**	**5,700**	**0.00%**	
Articles 8					
061-04-000-5850-0000-000	New Equipment	10,000	10,000	0.00%	
061-04-000-5870-0000-000	Replacement Equipment	0	0	#DIV/0!	
	Total Articles	**10,000**	**10,000**	**0.00%**	
Debt Service 9					
061-04-000-5910-0000-000	LT Debt Service-MWPAT-Eastside Phase I	35,043	35,043	0.00%	
061-04-000-5901-0001-000	LT Debt Service-MWPAT- Eastside Phase II	51,001	51,001	0.00%	
061-04-000-5920-0000-000	LT Interest-MWPAT-Eastside Phase I	7,331	7,331	0.00%	
061-04-000-5920-0001-000	LT Interest-MWPAT-Eastside Phase II	13,915	13,915	0.00%	
061-04-000-5975-0000-000	Intermunicipal Agreement	0	0	#DIV/0!	
	Total Debt Service	**107,290**	**107,290**	**0.00%**	
Total Supplies, Services, Charges and Expences		**355,490**	**365,690**	**2.87%**	

Labor Worksheet

Department Name	Department Number	Fiscal Year
Water	061	2019

Department Head		Current Annum	FY 2018 Proposed	% Change	Comments/Notes
Name: Paul Rafuse	Salary & Wages - Base	81,747	83,789	2.50%	Reg. & Holiday On Call Inc. Per State Ethics Comm.
Position: Superintendent	Add'l Gross - Overtime				18 weeks, and 4 holidays on call
Hrs/Wk:40 Rate: (Salary)	Add'l Gross - Reg & Hol. On Call				
Current: 36.90	Add'l Gross - Longevity	1,500	1,500	0.00%	
Proposed: 37.83	Other - Stipend				
	Other - Certification				
Per Collective Bargaining Agrmt.	Other - Clothing Allow.	0	0	#DIV/0!	
	Employee Total	**83,247**	**85,289**	2.45%	

Operational Staff		Current Annum	FY 2018 Proposed	% Change	Comments/Notes
Name: Michael MacEachern	Salary & Wages - Base	51,616	52,660	2.02%	
Position: Water Technician	Add'l Gross - Overtime	3,300	3,300	0.00%	
Hrs/Wk: 40 Rate: Hourly	Add'l Gross - Reg. & Hol. On call	4,650	4,650	0.00%	
Current: 24.72	Add'l Gross - Longevity	1,300	1,400	7.69%	
Proposed: 25.22	Other - Stipend	1,000	1,000		
	Other - Certification	500	500		
Per Collective Bargaining Agrmt.	Other - Clothing Allow.	0	0	#DIV/0!	
	Employee Total	**62,366**	**63,510**	1.83%	

Operational Staff		Current Annum	FY 2018 Proposed	% Change	Comments/Notes
Name: James Blanchard	Salary & Wages - Base	51,616	52,660	2.02%	
Position: Water Technician	Add'l Gross - Overtime	3,300	3,300	0.00%	
Hrs/Wk: 40 Rate: Hourly	Add'l Gross - Reg. & Hol. On call	4,650	4,650	0.00%	
Current: 24.72	Add'l Gross - Longevity	800	0	-100.00%	
Proposed: 25.22	Other - Stipend	1,000	1,000		
	Other - Certification	500	0		
Per Collective Bargaining Agrmt.	Other - Clothing Allow.	0	0	#DIV/0!	
	Employee Total	**61,866**	**61,610**	-0.41%	

Operational Staff		Current Annum	FY 2018 Proposed	% Change	Comments/Notes
Name:	Salary & Wages - Base	51,616	52,660	2.02%	
Position: Water Technician Trainee	Add'l Gross - Overtime	3,300	3,300	0.00%	
Hrs/Wk: 40 Rate: Hourly	Add'l Gross - Reg. & Hol. On call	0	0	#DIV/0!	
Current: 24.72	Add'l Gross - Longevity	0	0	#DIV/0!	
Proposed: 25.22	Other - Stipend	1,000	1,000	0.00%	
	Other - Certification	0	0	#DIV/0!	
Per Collective Bargaining Agrmt.	Other - Clothing Allow.	0	0	#DIV/0!	
	Employee Total	**55,916**	**56,960**	1.87%	

Labor Worksheet

Department Name	Department Number	Fiscal Year
Water	061	2019

Office Staff		Current Annum	FY 2018 Proposed	% Change	Comments/Notes
Name: Brenda Boudreau	Salary & Wages - Base	40,863	41,698	2.04%	
Position: Office Administrator	Add'l Gross - Overtime	3,300	3,300	0.00%	
Hrs/Wk: 40 Rate: Hourly	Add'l Gross - Shift Diff'l				
Current: 19.57	Add'l Gross - Longevity	1,100	1,200	9.09%	
Proposed: 19.97	Other - Stipend	1,000	1,000		
	Other - Certification				
Per Collective Bargaining Agrmt.	Other - Clothing Allow.	0	1,000		
	Employee Total	**46,263**	**48,198**	4.18%	

Office Staff		Current Annum	FY 2018 Proposed	% Change	Comments/Notes
Name:	Salary & Wages - Base		20,059	#DIV/0!	Part time Employee at 19 hrs./week
Position: Office Assistant	Add'l Gross - Overtime			0.00%	
Hrs/Wk: 19 Rate: Hourly	Add'l Gross - Shift Diff'l			0.00%	
Current: 20.00	Add'l Gross - Longevity			0.00%	
Grade T-2/Level 2	Other - Stipend			0.00%	
Proposed: 20.22	Other - Certification			0.00%	
Grade T-3/Level 10	Other - Clothing Allow.			0.00%	
	Employee Total		**20,059**	0.00%	

Operational/Office Staff		Current Annum	FY 2018 Proposed	% Change	Comments/Notes
Name:	Salary & Wages - Base	1	0	-100.00%	
Position: Extra Help	Add'l Gross - Overtime				
Hrs/Wk: Rate/Hr: 6.50	Add'l Gross - Shift Diff'l				
Proposed:	Add'l Gross - Longevity				
	Other - Stipend				
	Other - Certification				
	Other - Uniform Allow.				
	Employee Total	**0**	**0**	#DIV/0!	

Labor Worksheet

Department Name	Department Number	Fiscal Year
Water	061	2019

Board of Water Commission Staff		FY2017 Approp.	FY 2018 Proposed	% Change	Comments/Notes
Name: Mike MacEachern	Salary & Wages - Base				
	Add'l Gross - Overtime				
	Add'l Gross - Shift Diff'l				
	Add'l Gross - Longevity				
	Other - Stipend	1	1	0.00%	
	Other - Certification				
	Other - Uniform Allow.				
	Employee Total	**1**	1	0.00%	

Board of Water Commission Staff		FY2017 Approp.	FY 2018 Proposed	% Change	Comments/Notes
Name: Nathan Mattila	Salary & Wages - Base				
	Add'l Gross - Overtime				
	Add'l Gross - Shift Diff'l				
	Add'l Gross - Longevity				
	Other - Stipend	1	1	0.00%	
	Other - Certification				
	Other - Uniform Allow.				
	Employee Total	**1**	1	0.00%	

Board of Water Commission Staff		FY2017 Approp.	FY 2018 Proposed	% Change	Comments/Notes
Name: Lance Lewand	Salary & Wages - Base				
	Add'l Gross - Overtime				
	Add'l Gross - Shift Diff'l				
	Add'l Gross - Longevity				
	Other - Stipend	1	1	0.00%	
	Other - Certification				
	Other - Uniform Allow.				
	Employee Total	**1**	1	0.00%	

FISCAL YEAR 18 SUMMARY
TOWNSEND WATER DEPARTMENT - ACCOUNTS RECEIVABLE
December 31, 2017

UNCOLLECTED FROM JUNE 30, 2017					**110,573.09**
CHARGED **07/01/17 12/31/17**		**12/31/2017**	**Previous Balance**	**Total**	
	USER CHARGES	635.50	546,173.00	546,808.50	
	SERVICE CHARGES	544.55	14,580.62	15,125.17	
	CONNECTION CHARGES	0.00	4,000.00	4,000.00	
	LATE CHARGES	1,413.48	10,171.29	11,584.77	
	BACKFLOW	0.00	4,050.00	4,050.00	
	SUBTOTAL	**2,593.53**			
	TOTAL CHARGES				**581,568.44**
					692,141.53
RECEIVED **07/01/17 12/31/17**		**12/31/2017**			
	USER CHARGES	19,407.32	510,728.21	530,135.53	
	SERVICE CHARGES	377.68	13,928.42	14,306.10	
	CONNECTION CHARGES	0.00	4,000.00	4,000.00	
	LATE CHARGES	2,109.12	8,160.51	10,269.63	
	BACKFLOW	0.00	4,100.00	4,100.00	
	SUBTOTAL	**21,894.12**			
	TOTAL RECEIPTS				**562,811.26**
SENT TO LIEN					41,377.25
LIENS COLLECTED					
ABATEMENTS					-2,141.15
ADJUSTMENTS					-287.84
AJD TO MASTER					
UNCOLLECTED					**90,382.01**
					692,141.53

OUTSTANDING:

USER CHARGES	$	83,735.67
SERVICE CHARGES		1,607.56
CONNECTION CHARGES		0.00
LATE CHARGES		4,588.78
BACKFLOW		450.00
TOTAL OUTSTANDING	$	**90,382.01**

Master Activity Report Summary

Townsend Water Department

07/01/2017 through 12/31/2017 INCLUDES ALL ACCOUNTS FROM 0001 TO 70000

Code		Count	Used	Start Balance	Count	Charges	Count	Payments	Count	Ajustments	End Balance
Water											
W01	Water (Residential)	1,414	6,091,100	49,862.75	1414	182,733.00	1289	171,740.63	43	-17,446.61	43,408.51
W02	Water (Municipal)	17	63,000	-842.04	17	1,890.00	17	1,883.00	0	0.00	-835.04
W03	Water (Commercial)	30	205,100	272.76	30	6,153.00	30	6,086.75	3	-129.63	209.38
W04	Water (Agricultural)	3	145,500	0.00	3	4,365.00	3	4,365.00	0	0.00	0.00
W05	Water (Recreational)	1	100	0.00	1	3.00	1	53.00	0	0.00	-50.00
W06	Water (Restaurant)	12	471,500	41.07	12	14,145.00	11	13,770.46	2	0.00	415.61
W07	Water (Retail)	16	87,700	96.35	16	2,631.00	16	2,641.35	2	0.00	86.00
W08	Water (Schools)	11	270,800	0.00	11	8,124.00	11	8,124.00	0	0.00	0.00
W09	Water (Condo)	16	697,400	391.64	16	20,922.00	16	21,311.69	0	0.00	1.95
W10	Water (Service Station)	2	12,200	0.00	2	366.00	2	366.00	0	0.00	0.00
W11	Water (Industrial)	8	902,600	6.00	8	27,078.00	7	27,006.00	0	0.00	78.00
W12	Water (Church)	4	8,400	-1.70	4	252.00	4	250.30	0	0.00	0.00
W13	Water (Day Care)	2	13,200	4.87	2	396.00	2	400.87	0	0.00	0.00
W15	Water (Free)	3	18,500	0.00	0	0.00	0	0.00	0	0.00	0.00
WATR	Water-Res. (Witches Bro	513	21,572,000	16,112.56	513	86,288.00	472	85,583.68	23	-1,677.51	15,139.37
WR	Unit Charge		0	33,203.41	2068	191,575.00	1882	186,552.80	66	-12,943.72	25,281.89
Group Totals		2,052	30,559,100	99,147.67	4,117	546,921.00	3,763	530,135.53	139	-32,197.47	83,735.67 √
Miscellaneous											
CONN	CONNECTION CHARGE		0	0.00	2	4,000.00	2	4,000.00	0	0.00	0.00
Group Totals				0.00	2	4,000.00	2	4,000.00	0	0.00	0.00 √
Late Charges											
DEMAN	DEMAND CHARGE		0	471.00	0	0.00	54	168.00	34	-240.00	63.00
LAT	Late Charge		0	9,195.93	864	11,584.77	652	10,101.63	58	-6,153.29	4,525.78
Group Totals				9,666.93	864	11,584.77	706	10,269.63	92	-6,393.29	4,588.78 √
Backflow											
BKFL1	BACKFLOW DEVICE		0	450.00	23	1,150.00	22	1,100.00	1	-50.00	450.00
BKFL2	BACKFLOW DEVICE		0	100.00	7	700.00	8	800.00	0	0.00	0.00
BKFL3	BACKFLOW DEVICE		0	0.00	3	450.00	3	450.00	0	0.00	0.00
BKFL5	BACKFLOW DEVICE		0	0.00	1	250.00	1	250.00	0	0.00	0.00
BKFL6	BACKFLOW DEVICE		0	0.00	1	300.00	1	300.00	0	0.00	0.00
BKFL7	BACKFLOW DEVICE		0	0.00	1	350.00	1	350.00	0	0.00	0.00
BKFL9	BACKFLOW DEVICE		0	0.00	1	850.00	1	850.00	0	0.00	0.00
Group Totals				550.00	37	4,050.00	37	4,100.00	1	-50.00	450.00 √

Printed: 01/09/2018 12:05 PM

Master Activity Report Summary

Townsend Water Department

07/01/2017 through 12/31/2017 INCLUDES ALL ACCOUNTS FROM 0001 TO 70000

Code		Count	Used	Start Balance	Count	Charges	Count	Payments	Count	Ajustments	End Balance
Services											
SERV	SERVICE CHARGES		0	385.49	66	4,625.17	64	3,959.43	0	0.00	1,051.23
SPKL1	SPRINKLER		0	810.77	16	3,360.00	15	3,626.67	1	-420.00	124.10
SPKL2	SPRINKLER		0	0.00	6	1,680.00	6	1,680.00	0	0.00	0.00
SPKL3	SPRINKLER		0	12.23	1	420.00	0	0.00	0	0.00	432.23
SPKL4	SPRINKLER			0.00	3	2,520.00	3	2,520.00	0	0.00	0.00
SPKL6	SPRINKLER			0.00	1	2,520.00	1	2,520.00	0	0.00	0.00
Group Totals				1,208.49	93	15,125.17	89	14,306.10	1	-420.00	1,607.56 √
Report Totals	(Refundable Deposit Amounts Not Included)			$110,573.09	5113	$581,680.94	4597	$562,811.26	233	-$39,060.76	$90,382.01