



TOWNSEND WATER DEPARTMENT
540 Main Street West Townsend, Massachusetts 01474

Michael MacEachern, *Chairman*
Paul L. Rafuse,
Water Superintendent

Nathan Mattila, *Vice-Chairman*

Todd Melanson, *Clerk*
(978) 597-2212
Email: water@townsend.ma.us

WATER COMMISSIONERS MEETING MINUTES
June 5, 2019 – 5:30 P.M.
Water Department 540 Main Street, Meeting Room

mm
NM
tim

I. PRELIMINARIES:

- 1.1 MM called the meeting to order at 5:43 P.M., 540 Main Street.
- 1.2 Roll call showed members present Chairman, Michael MacEachern (MM) and Vice Chair, Nathan Mattila (NM). Todd Melanson was absent.
- 1.3 MM announced that the meeting is being audio recorded.
- 1.4 Chairman's additions or deletions.
- 1.5 Approve meeting minutes of April 24, 2019. **NM moved to approve the meeting minutes of April 24, 2019 as written. MM seconded. Unanimous vote.**
- 1.6 Review correspondence. None.

II. APPOINTMENTS:

- 2.1 5:45 to 6:00 P.M. Joe Lopilato, discuss 1" service, 45 Warren Road. Mr. Lopilato was absent from this meeting.

III. MEETING BUSINESS:

- 3.1 Approve 1" service, 5 Lois Lane, Ken Chaplin, Acct#61666. Recvd \$2,000.00 CK# 639. **NM moved to approve a 1" service to 5 Lois Lane. Acct # 61666. MM seconded. Unanimous vote.**
- 3.2 Discuss/Approve/Sign revised contract amendments for engineering services for Main St. and Meadow Rd. water main replacement projects. Paul presented the amended contracts for review. Tabled
- 3.3 Discuss/Approve/Sign contracts for Main St. and Meadow Rd. water main replacement projects. . **NM moved to approve and sign the contracts for the Main Street and Meadow Road Water Main Replacement Projects. MM seconded. Unanimous vote.**
- 3.4 Discuss/Approve awarding Meadow Rd. main replacement project to Shepco due to low bidder not able to meet requirements. Paul reported that the contractor is pursuing the extra insurance required.
- 3.5 Discuss/Approve hiring Alec Gaetz for the Water Tech position. **NM moved to approve the hiring of Alec Gaetz for the water technician position. MM seconded. Unanimous vote.**
NM moved to have a brief recess. MM seconded. Unanimous vote. MM resumed the meeting.
- 3.6 Discuss/Approve contract for replacing gas service at Main Street Pump Station. Paul presented the Board with a contract that will replace the gas service at the Main Street Station Bridge. **NM moved to accept the contract in the amount of \$12, 535.37 MM seconded. Unanimous vote.**
- 3.7 Discuss/Approve change order for IT services contract. Upon install it was discovered that we needed a new server in the back room. The total additional cost of the hardware upgrade totals \$1,598.00 and an additional \$100.00 per month. **NM moved to approve the change order with White Mountain IT in the amount of \$1,598.00 and a monthly added maintenance cost of 100.00 per month. MM seconded. Unanimous vote.**
- 3.8 Discuss/Sign letter to Board of Selectmen requesting a joint meeting. **NM moved to sign and send the letter to the BOS requesting to schedule a joint meeting between both boards. MM seconded. Unanimous vote.**

IV. COMMISSIONERS UPDATES AND REPORT:

- 4.1 None

V. WATER SUPERINTENDENT'S UPDATES AND REPORTS:

5.1 Meter Pit letter. Tabled

VI. OFFICE ADMINISTRATOR'S UPDATES AND REPORTS:

6.1 Schedule next BOWC meeting. The BOWC scheduled the next Board Meeting for July 8, 2019.

6.2 Review and sign Bills Payable Warrants.

6.3 Review and sign Schedule of Bills Receivable report.

6.4 Review Accounts Receivable report.

ADJOURNMENT:

NM moved to review reports and sign bill payable warrants, contracts and reports out of session. MM seconded. Unanimous vote.

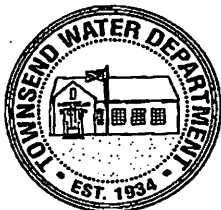
MM adjourned the meeting at 6:20 P.M.

Respectfully submitted,

Brenda Boudreau,

Office Administrator

Townsend Water Department



Office of the
Townsend Water Department
540 Main Street

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

Application No. 2019-8

Account No. 61666

Date 5/29/2019

APPLICATION FOR WATER SERVICE

Name of Property Owner: KEN CHAPLIN-EKC DEVELOPMENT
Service Address: 5 LOIS LANE
TOWNSEND MA 01469
Tel No.: 978-815-6994 Cell No. _____
Billing Address:
(If different from service address): 6 BALL ROAD

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 of Owner/Applicant _____

Date _____

BOARD OF WATER COMMISSIONERS

Chairman _____

Vice Chairman _____

Clerk _____

Date Signed by Board of Water Commissioners _____

TRANSMITTAL

Tighe&Bond

Project No.: T-0354-005
Date: May 15, 2019

Re: **Main Street Water Main Replacement – Townsend, MA**
Notice of Award Package

To: Gary Shepherd, President
 Shep Co Inc
 55 Main Street
 Townsend, MA, 01469

Copy:

☒ **FOR SIGNATURE** ☐ **FOR FILE** ☐ **AS REQUESTED** ☐ **FOR REVIEW** ☒ **PLEASE REPLY**

NO. COPIES	DESCRIPTION
1	Notice of Award
5	Agreement for signature
1	Performance Bond Form (for reference)
1	Construction Payment Bond Form (for reference)
1	Copy of insurance requirements

Please return to my attention the Tighe & Bond Worcester office the following by **Wednesday May 22, 2019**. All agreements and bonds must remain undated, and will all be dated once the agreements have been executed by all parties.

- 5 agreement forms, fully executed by Contractor. Do not date agreements.
- 5 performance bonds (610 form). Do not date bonds.
- 5 payment bonds (615 form). Do not date bonds.
- 5 insurance certificates which also names the Town and Tighe & Bond as additionally insured.

Very truly yours,
Tighe & Bond, Inc.



Mary Prescott, EIT
 Staff Engineer
 508-471-9637
 MPrescott@tighebond.com

Notice of Award

Date:

Project: Main Street Water Main Replacement

Owner: Town of Townsend Water Department

Owner's Contract No.:

Engineer: Tighe & Bond

Engineer's Project No.: T-0354-005

Bidder: Shep Co Inc

Bidder's Address: 55 Main Street, Townsend, MA 01469

TO BIDDER:

You are notified that the Townsend Water Department has accepted your Bid dated April 25, 2019 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the Main Street Water Main Replacement Project.

The Contract Price of the awarded Contract is **\$852,927.50** which includes the base bid and add alternate, subject to unit prices as indicated in your bid.

Five unexecuted copies of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions within 15 days of the date of this Notice of Award:

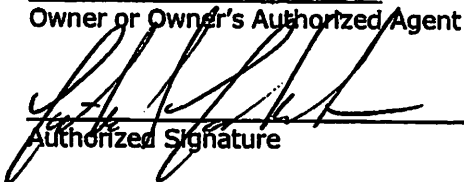
1. Deliver to Tighe & Bond 5 copies of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreements 5 copies of the Contract securities (Performance and Payment Bonds) as specified in the Project Manual. The date listed on the Contract securities should be left blank. The Owner will fill in the date after the effective date of the Agreement is established.
3. Deliver with the executed Agreements 5 copies of Certificates of Insurance as specified in the Instructions to Bidders and General Conditions, Articles 2 and 5.

Failure to comply with these conditions within the time specified will entitle the Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 5 days after you comply with the above conditions, Owner will return to you one fully executed Contract,

Townsend Water Department

Owner or Owner's Authorized Agent


Authorized Signature

CHAIR
Title

5-6-19
Date

SECTION 00520

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION
CONTRACT

This Agreement is by and between the Town of Townsend, as requested by its Board of Water Commissioners hereinafter called Owner and Shep Co Inc hereinafter called Contractor.

Owner and Contractor hereby agree as follows:

ARTICLE 1 WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described with the following title: "Main Street Water Main Replacement Project".

ARTICLE 2 ENGINEER

- 2.1 The part of the Project that pertains to the Work has been designed by Tighe & Bond, Inc
- 2.2 The Owner has retained Tighe & Bond ("Engineer") to act as Owner's representative, assuming all duties and responsibilities, rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIMES

3.1 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2 Substantial Completion and Final Payment

- A. The Work will be substantially completed within 120 days from the date of the Notice to Proceed and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 210 days from the date of the Notice to Proceed.

3.3 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.1 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 3.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner \$ 1,200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in

Paragraph 3.1 above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract), for completion and readiness for final payment, Contractor shall pay Owner \$ 1,200 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 4 CONTRACT PRICE

- 4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the prices stated in Contractor's Bid, attached hereto as an exhibit, subject to adjustment under the Contract.
- 4.2 The total amount will be adjusted by measurement of actual installed quantities in strict conformity with the provisions contained herein.
- 4.3 The total amount will be adjusted on a monthly basis when the monthly cost change for each of the following exceeds plus or minus five percent: fuel (both diesel and gasoline), asphalt, and Portland cement. Section 01270 contains monthly price adjustment provisions for each of the above materials.

ARTICLE 5 PAYMENT PROCEDURES

- 5.1 Applications for Payment shall be processed in accordance with Article 15 of the General Conditions and in accordance with Massachusetts General Law.
- 5.2 Owner shall make progress payments on account of the Contract Price on the basis of processed Applications for Payment monthly during construction, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All progress payments will be measured by the Schedule of Values established as provided in the General Conditions, or in the event there is no schedule of values, as provided elsewhere in the Contract.
- 5.3 Owner shall retain from progress payments 5 percent of the value of Work completed.
- 5.4 Substantial Completion
 - A. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-nine percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 5.5 Final Payment
 - A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS**6.1 Contractor makes the following representations:**

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 7 CONTRACT DOCUMENTS

7.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00520-1 to 00520-8, inclusive);
 - 2. Performance Bond (pages 1 to 3, inclusive);
 - 3. Payment Bond (pages 1 to 3, inclusive);
 - 4. General Conditions (title pages, table of contents, and pages 1 to 65, inclusive);
 - 5. Supplementary Conditions (pages 00800-1 to 00800-14, inclusive);
 - 6. Specifications (Divisions 1 through 2);
 - 7. Drawings (not attached but incorporated by reference) consisting of a cover sheet and sheets numbered 1 through 10, inclusive, with each sheet bearing the following general title: Main Street Water Main Replacement Project;
 - 8. Addenda (numbers ____ to ____, inclusive);
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00410-1 to 00410-10, inclusive);
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Work Change Directives;
 - c. Change Order(s);
 - d. Field Orders
- B. The documents listed in Paragraph 7.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 MISCELLANEOUS

8.1 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

8.2 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but

without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 Contractor Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.5:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.6 Other Provisions

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____, 2019 (which is the Effective Date of the Contract).

OWNER:

Town of Townsend
Board of Water Commissioners

Town of Townsend
Board of Selectmen

Chairman, Mike MacEachern

Chairman, Sue Lisio

Vice Chairman, Lance Lewand

Vice Chairman, Cindy King

Clerk, Nathan Mattila

Clerk, Wayne Miller

Address for giving notices:

Town of Townsend

Townsend Water Department

Town Council

540 Main Street

Townsend, MA 01474

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

Shep Co Inc

By: _____

Title: _____

[CORPORATE SEAL]

Attest _____

Title: _____

Address for giving notices:

Shep Co Inc

55 Main Street

Townsend, MA 01469

License No. _____ (Where applicable)

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

As required by M.G.L. Chapter 44 Section 31c, this is to certify that the Town of Townsend has an appropriation which is adequate to cover the cost of this Contract.

Certified as to the availability of funds:

Date

Signed

Name

Title

END OF SECTION

J:\T\T0354 Townsend Water Department\005 - Main Street Water Main\Design\Specifications\Div
0\00520.docx

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a

qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper

payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the

Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

ARTICLE 6 - BONDS AND INSURANCE

SC-6.03 Add the following new paragraph immediately after paragraph 6.03B.3:

6.03B.4 Insurance certificate(s) shall also contain the following:

1. Confirmation that the General Liability policy covers only the Work under this Contract, with project specific limits.
2. Confirmation that automobile insurance covers all Scheduled, Hired and Non-Owned vehicles.
3. Names of all additional insureds as specified herein.

SC-6.03 Add the words "and Paragraph 6.04" after the words "Paragraph 6.03" in Paragraph 6.03I.

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

6.03.K The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
--------	------------------

Employer's Liability:

Bodily injury, each accident	<u>Statutory</u>
------------------------------	------------------

Bodily injury by disease, each employee	<u>Statutory</u>
---	------------------

Bodily injury/disease aggregate	<u>Statutory</u>
---------------------------------	------------------

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	<u>\$ 2,000,000</u>
-------------------	---------------------

Products - Completed Operations Aggregate	<u>\$ 1,000,000</u>
---	---------------------

Personal and Advertising Injury	<u>\$ 1,000,000</u>
---------------------------------	---------------------

Each Occurrence (Bodily Injury and Property Damage)	<u>\$ 2,000,000</u>
--	---------------------

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	<u>\$ 1,000,000</u>
-------------	---------------------

Each accident	<u>\$ 1,000,000</u>
---------------	---------------------

Property Damage:

Each accident	<u>\$ 1,000,000</u>
---------------	---------------------

4. Excess or Umbrella Liability:

Per Occurrence	<u>\$ 2,000,000</u>
----------------	---------------------

General Aggregate	<u>\$ 1,000,000</u>
-------------------	---------------------

5. Contractor's Pollution Liability:

Each Occurrence	<u>\$ 1,000,000</u>
-----------------	---------------------

General Aggregate	<u>\$ 1,000,000</u>
-------------------	---------------------

☐ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: Town of Townsend (272 Main Street, Townsend, MA 01469)**7. Contractor's Professional Liability:**

Each Claim	<u>\$ 1,000,000</u>
------------	---------------------

Annual Aggregate	<u>\$ 1,000,000</u>
------------------	---------------------

SC-6.04 Delete paragraph 6.04 in its entirety and insert the following in its place:

6.04 Contractor shall purchase and maintain a separate Owner's Protective Liability policy, issued to Owner at the expense of Contractor, including Owner and Engineer as named insureds. This insurance shall provide coverage for not less than the following amounts:

Bodily Injury	\$1,000,000 Each Occurrence
	\$1,000,000 Aggregate

Property Damage	\$ 1,000,000 Each Occurrence
	\$ 2,000,000 Aggregate

A. Insurance coverage for the Contractor's Comprehensive General and Excess Liability policies and for the Owner's Protective Liability policy shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

B. The Owner's Protective Liability policy shall protect from claims which may arise from operations under the Contract, including operations performed for a named insured by independent contractors and general inspection or monitoring by a named insured. The policy also shall protect against Automobile Non-Ownership Liability in

connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

SC -6.05 Delete Section 6.05 in its entirety and insert the following in its place:

6.05 Not used.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Add the following new paragraph immediately after paragraph 7.02B.

7.02C Whenever Owner shall notify Contractor in writing that any person on the Work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the consent of Owner.

SC-7.06 Add the following language at the end of paragraph 7.06O.2:

Contractor shall make payments to Subcontractors in accordance with Massachusetts General Law Chapter 30, Section 39F which is referenced in PART II of these Supplementary Conditions.

SC-7.07 Delete paragraph 7.07B in its entirety and replace it with the following:

7.07B Not used.

SC-7.08 Delete the word "Owner" in the last sentence of Paragraph 7.08A and replace with the word "Contractor."

SC-7.08 Add the following new paragraph immediately after paragraph SC-7.08A:

7.08B The Owner has obtained the following permits and approvals for the Project. The Contractor is required to comply with the permit provisions. Copies of the permits are appended to this section.

A. Townsend Conservation Commission Order of Conditions

B. MassDOT Access Permit

7.08C The Contractor shall obtain and comply with the following permits and other permits as outlined in Section 01110 – Summary of Work. Blank forms and applications are appended to this section.

A. Town of Townsend Road Opening Permit

SC-7.09 Add the following sentence at the end of paragraph 7.09.A.

**Contract for Installation of
Gas Service or Main or Relocation of Meter**



Agreement Date: 05/24/2019
Amount Due: \$12,535.57
Est. Annual Usage (MCF): 0
Package-ID: 62154
Page: 1 of 2

1. Parties.

This Agreement is made and entered into between Townsend Water Dept ("Customer") 540 Main St, W Townsend, 01474 and Fitchburg Gas and Electric Light Co. d/b/a/ Unitil (herein after called "Unitil or "Company") pursuant to the following terms and conditions.

Customer hereby stipulates and represents that (s)he is the owner of the subject property located at 512 Main St, West Townsend, MA for the benefit of which the work described below is requested to be performed, or is the Agent of the owner of said property with authority to request such work on behalf of the owner.

2. Description of Work (check applicable provisions).

- A. ☐ Customer requests the installation of 0 gas service(s) from the outside of the foundation wall to the nearest point on the Company's gas main at 512 Main St, West Townsend, MA
- B. ☐ Customer requests the extension of the Company's gas main to a point where a gas service(s) can be connected to deliver gas to the Customer at 512 Main St, West Townsend, MA
- C. ☒ Customer requests the relocation of Company's gas meter.

3. Performance – Company.

- A. The Company will be responsible for the performance of all necessary work incidents to the installation of any services or mains in compliance with the applicable laws, standards and codes up to the outlet of the gas meter fit.
- B. The Company will refill any excavation with the earth that is removed by the Company in performance under this Contract, and will rake it smooth to the surface level, however, the Company will not be responsible for grass reseeding nor for any settling of refilled earth.

4. Performance – Customer.

Customer is responsible for all piping beyond the gas company meter fit necessary to use gas and will insure that such piping is in compliance with all applicable laws, standards and codes.

5. Time for Performance.

Company –

The Company will begin work as soon as reasonably practicable after this Agreement has been signed by both parties and Customer has completed any work needed to allow completion of the installation by the Company, but the Company shall not be responsible for any losses to Customer as a result of a delay in performance. This installation may be delayed or canceled, or the terms renegotiated, due to adverse weather, digging or soil (e.g. ledge, hazardous materials) conditions, or delay or denial of necessary permits.

Customer –

If Customer is unprepared to receive the necessary installation within two months of the date of the contract, all the terms and conditions are subject to renegotiation by the Company.

6. Customer Covenants with Respect to Use of Gas.

Customer agrees that he will use the Company's gas service line within 180 days from the completion of the work required in Paragraph 2. For work performed under part A or B of Paragraph 2, the following Customer covenants with Respect to Use of Gas apply:

- A. Customer further agrees that it will use gas as its primary fuel in the estimated annual volume of 0 thousand cubic feet (MCF). At the end of twelve months from the date of initial use of gas, the Company shall compare the total actual usage for that period to the above estimated annual volume. If the actual usage is less than 0 thousand cubic feet, the Company reserves the right to recalculate Customer's contribution as shown in Paragraph 9, and bill Customer an additional contribution amount as if the actual usage were the same as the estimate shown above. Such additional contributions will be applied towards the cost as determined in Paragraph 9, and is not a payment for gas service
- B. If any equipment is capable of being powered by any other fuel than gas (dual fuel), Customer warrants that gas will be the primary fuel for such equipment on a firm basis. Customers using such dual fuel equipment further agree to use a minimum volume of gas to be delivered by the Company of 0 thousand cubic feet in the aggregate during each consecutive twelve month period commencing with the date of initial use of gas for a period of 5 year(s), and agrees to pay the Company for any deficiency in the minimum volume at the end of each annual period if the volume of gas used was less than the minimum volume, at the gas rate in effect at the end of such annual period. Any change in the minimum volume must be mutually agreed to in writing and signed by both parties. Such additional payment under this paragraph will be applied towards the cost as determined in Paragraph 9, and is not a payment for gas.

**Contract for Installation of
Gas Service or Main or Relocation of Meter**



Agreement Date: 05/24/2019
Amount Due: \$12,535.57
Est. Annual Usage (MCF): 0
Package-ID: 62154
Page: 2 of 2

7. Ownership of Pipes, Meters, Fittings, etc.

The Company shall at all times have title to and keep ownership and control over any services, mains, meters or fittings on the Company's side of the meter described or included in the performance of this Contract and shall have the right to use any gas mains installed for the purpose of serving other customers.

8. Access to Company Property.

Any properly identified employee of the Company shall have access to the premises of Customer for the purpose of reading meters, testing Customer's load, inspecting Customer's premises and equipment, or repairing, removing or exchanging any or all equipment belonging to the Company, including underground gas main and service lines.

9. Payment.

The estimated cost to the Company to perform the work described in paragraph 2 is \$19,931.55. The amount to be contributed by the Customer to the Company towards this cost shall be \$12,535.57. The estimated cost to the Company to perform the work described in paragraph 2 was calculated based upon project information provided by the customer or parties representing the customer. Any additional expense, due to changes in project scope, revised or new information provided by the customer or unforeseeable excavation requirements (such as, but not limited to, encountering ledge where not anticipated), will be in addition to the above amount and will be added to the total project cost. Should the revised project cost fail to meet the Company's rate-of-return criterion, the amount to be contributed by the Customer to the Company toward the project cost as stated above will be revised to make up the capital deficiency to meet the Company's rate-of-return criterion. Payment of the revised customer contribution will be required prior to installation of a gas meter. For services provided under subpart C of Paragraph 2, Customer will contribute the entire amount of the estimate. Any contribution by Customer must be made before construction will commence. The Customer will be billed monthly for the gas used in accordance with the Company's approved rates on file with the Massachusetts Department of Public Utilities.

10. Assignment.

This contract may be assigned by Customer if Customer is a building contractor and the assignee is to be the first owner or occupant of the premises. In such an assignment, the assignee assumes responsibility for all the promises, terms and conditions agreed to by the assignor. Customer shall provide a copy of the assignment to the undersigned Company representative within _____ days of the assignment.

11. The provision of services under this Agreement is also governed by applicable approved Terms and Conditions on file with the Massachusetts Department of Public Utilities. If such Terms and Conditions conflict with the provisions of this agreement, this Agreement shall control.

Unitil:

Townsend Water Dept

Townsend Board of Selectman

by: Kelli Moore, Customer Projects Coordinator - Gas

Chairwoman, Sue Lisio: _____

Vice Chairman, Wayne Miller: _____

Date

Clerk, Don Kline: _____

Date: _____

ASSIGNMENT

For valuable consideration, the undersigned hereby accepts responsibility for any terms and conditions of the above contract that have not been fully complied with by the building contractor referred to above as the first customer.

Assignee Signature:

by: _____ Date: _____



Townsend Water - Network Reconfiguration -Scope of Work

Overview and Costs

This Scope of work outlines the immediate actions that will be taken to stabilize the current network infrastructure, replace existing equipment, maintain Security and implement systems management throughout.

The cost for services as described below has been estimated at 8 hours of labor and will require the purchase of a server. White Mountain IT Services reserves the right to bill for additional labor caused by unexpected problems, time overages, and delays. Costs of the project not already approved consist of:

Hardware to be Purchased and owned by Townsend Water:

Windows Storage Server with 4TB of Space	\$999.00
Sophos XG 115 Firewall	\$599.00
Hardware Total	\$1598.00

Addendum to Monthly Service agreement

With the addition of a server, the original service plan presented will be updated to the following, please refer to the "Managed Services Workbook" for details:

		Qty	Setup	Monthly	Tot Setup	Total /m
Managed Servers		1	\$960	\$99	\$960	\$99
	Managed Billable support agreement on Windows Storage Servers <ul style="list-style-type: none"> Monitoring, AV and Patch Management only Remote Support only – Billable in 15min Increments 					
Servers Included:	New Windows Storage Server					

Townsend Water - Network Reconfiguration -Scope of Work

	Qty	Setup	Monthly	Tot Setup	Total /m
SCADA System – T & M only	1	\$960	\$0	\$960	\$0
	<p>Non-Managed Billable support agreement on Windows Workstations running SCADA Server.</p> <p>Setup Charges for Isolated network configuration and Remote Access via Sophos XG.</p> <ul style="list-style-type: none"> All ongoing work is billable. Client requested Support only. 				
Servers Included:	TOWNSEND SCADA1, SCADA2				

	Qty	Setup	Monthly	Tot Setup	Total /m
Managed Firewall XG115	1	\$250	\$99	\$250	\$99
	<p>Sophos XG115 or better to Replace existing Firewall</p> <ul style="list-style-type: none"> Unlimited support with labor Managed Enterprise Guard License <ul style="list-style-type: none"> Gateway AV scanning of transfers Intrusion prevention service Website content filtering (blocking base on category) Advanced application control (Eg: blocking bittorrent apps) Secure 2 factor remote access SSL-VPN Portal 				
Subscriptions:	Qty	Setup	Monthly	Tot Setup	Total /m
Enterprise Guard License	1	\$0	\$14	\$0	\$14
				Tot Setup	Total /m
				\$250	\$99

Townsend Water - Network Reconfiguration -Scope of Work

	Qty	Setup	Monthly	Tot Setup	Total /m
Managed Backup Service	1	\$699	\$199	\$699	\$199
WMIT owned and supported existing backup service <ul style="list-style-type: none"> Unlimited support, labor, and hardware service 4 TB RAID disk array File backup of desktops – 10 desktops included Image and file backup of servers – 1 server included Offsite storage included 					
Options:	Qty	Setup	Monthly	Tot Setup	Total /m
Additional Servers Backed up	0	\$300	\$40		
Additional PCs Backed Up	0	\$150	\$30		
Additional Offsite Storage	0	TBD	TBD		
PC Images**	0	\$99	\$10		
				Tot Setup	Total /m
				\$699	\$199

	Qty	Setup	Monthly	Tot Setup	Total /m
Software licensing for PCs	4	\$0	\$10	\$0	\$40
Licensing for management and security software for each PC: <ul style="list-style-type: none"> One license of the WMIT Virtual System Administrator One license for Sophos Enterprise Antivirus and Anti-Spyware Windows patch management & updates All labor for setup and management of this software is included 					
				Tot Setup	Total /m
				\$0	\$40



Townsend Water - Network Reconfiguration -Scope of Work

	Qty	Setup	Monthly	Tot Setup	Total /m
OPTIONAL: Gold support plan for office PCs	4		\$25		\$100
The gold support plan for PCs in the main office is \$25/month per PC and includes: <ul style="list-style-type: none"> Unlimited remote support all PCs 					
				Tot Setup	Total /m
				\$0	\$100

Summary

	Qty	Setup Labor	Monthly	Tot Setup Labor	Total /m
Managed Windows Servers	1	\$480	\$99	\$480	\$99
Managed 4TB Backup Server	1	\$699	\$199	\$699	\$199
Non-Managed SCADA System	1	\$960	\$0	\$960	\$0
Managed Firewall XG 115	2	\$250	\$113	\$250	\$113
Workstation Support	4	\$0	\$10	\$0	\$40
Gold Helpdesk – Unlimited Remote	4	\$0	\$25	\$0	\$100

	Setup Labor	Monthly
Total IT Services Proposed – Standard Charges	\$2389	\$541

Expectations and Deliverables

Upon completion of this project, client expects the following to have been accomplished:

Client wishes to utilize White Mountain IT Services for the following:

- Installation of Windows Storage Server on client network to replace current open source file server on outdated PC hardware
- Installation of backup system and server for PC imaging.
- Installation of Sophos Advanced Endpoint software on each PC.
- Installation of Sophos XG series firewall.
- Setup of secure remote access
- Reconfigure Current Wireless network for secure access to LAN and Guest access to Internet.
- Setup of Remote Monitoring Agent on all PC's in network

SCADA Network:

As part of this Scope of Work the following changes will be made on the SCADA Network:

- 1) The 2 currently on-line SCADA Servers will be reconfigured as a Primary and offline Secondary
- 2) An Isolated Network will be created for remote access via SSL VPN behind 2 factor Authentication Portal
- 3) The SCADA network will consist of the two Servers and access to the backup server
- 4) SCADA systems will have no general access to the internet via firewall rules
- 5) SCADA systems will have Remote access via Firewall authentication
- 6) SCADA Servers will be updated with Sophos advanced endpoint to replace outdated and unlicensed Norton AV
- 7) SCADA Network will have no wireless access of any kind and No access from general LAN.
- 8) SCADA Systems will be Imaged Weekly and Backed up nightly.

***Please Note: Any and all work on the SCADA systems is done as "Best Effort" and will need to be specifically requested by the client.**

Oversight

Project Management

- White Mountain IT Services will manage the project resources and tasks to complete this statement of work



Townsend Water - Network Reconfiguration -Scope of Work

Prerequisites

The following must be completed before White Mountain IT Services can begin work:

- Written approval to the above scope of work
- Definition of who our site contact will be
 - This site contact will need to be available to coordinate White Mountain IT Services resources
 - White Mountain IT Services will supply client with who the engineer and project manager will be
- Confirmation that all responsibilities in this scope of work have been addressed

Change of Scope

Any change made to the scope of work must be accompanied by a written request by the client and will be addressed on a Time & Materials basis above and beyond the estimated labor.

Acceptance of Agreement

By signing this agreement, you accept all the provisions in this document. Payment for work completed based on this agreement will be invoiced as per the terms and conditions set forth in this document.

Authorized Signature

Date Signed



TOWNSEND WATER DEPARTMENT
540 Main Street West Townsend, Massachusetts 01474

Michael MacEachern, Chairman
Paul L. Rafuse,
Water Superintendent

Nathan Mattila, Vice Chairman

Todd Melanson, Clerk
Tel: (978) 597-2212
Fax: (978) 597-5611
Email: water@townsend.ma.us

June 5, 2019

Board of Selectmen
272 Main Street
Townsend, MA 01469

COPY

Re: Joint Meeting Request

Dear Members of the Board of Selectmen,

The Board of Water Commissioners kindly request a joint meeting with the Board of Selectmen to reestablish the lines of communication in order to gain some clarity and understanding of several concerns to effectively move forward since the court ruling.

We were delighted when Mrs. Lisio stated at the April 9th Board of Selectmen's meeting that the Selectmen would like to meet with the Water Commissioners and have a discussion about moving forward after the court ruling. Although we haven't received an invitation as yet we understand that this was a busy time with preparing for Town Meeting.

Also, to clarify and address any reservations or misconceptions that the Board should not have any discussions with the Commissioners because of our filing an appeal of the court ruling is simply untrue. Although we believe we have grounds for an appeal there was a time limitation to file an appeal and we did not want to lose that opportunity. The appeal process can be stopped at any time if an agreement can be obtained between both Boards.

Again we would be grateful for the opportunity to meet with the Board to have a meaningful and positive discussion to reach a common goal and to do what is in the best interest of the Town, the tax payers, the Water Department and, its customers. We also, request that the meeting be limited to only the members of both Boards and both Attorneys.

Thank you for your time and consideration, we look forward to your prompt response.

Sincerely,

Michael MacEachern, Chairman
Board of Water Commissioners
Townsend Water Department

TOWN OF TOWNSEND
WATER DEPARTMENT

NO. 19.11

5/31/2019

SCHEDULE OF BILLS RECEIVABLE

To the Accountant: Lauri Plourde

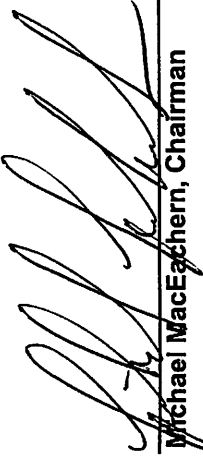
The following bills, amounting in the aggregate to

THREE HUNDRED NINETY EIGHT DOLLARS AND 00/100

are herewith committed for collection.

DATE	USER CHARGES	SERVICE CHARGES	CONN CHARGES	BACK FLOW	TOTAL
05/31/19	372.00	1,112.70	4,000.00	-	5,484.70

BOARD OF WATER COMMISSIONERS


Michael MacEachern, Chairman



Nathan Mattila, Vice-Chairman

Todd Melanson, Clerk

FISCAL YEAR 19 SUMMARY
TOWNSEND WATER DEPARTMENT - ACCOUNTS RECEIVABLE
May 31, 2019

UNCOLLECTED FROM JUNE 30, 2018

\$ 92,570.11

<u>CHARGED</u>	<u>07/01/18</u>	<u>05/31/19</u>	<u>5/31/2019</u>	<u>Previous Balance</u>	<u>Total</u>	
USER CHARGES			372.00	981,269.95	981,641.95	
SERVICE CHARGES			1,112.70	29,147.77	30,260.47	
CONNECTION CHARGES			4,000.00	10,000.00	14,000.00	
LATE CHARGES			1,977.85	16,050.44	18,028.29	
BACKFLOW			0.00	9,150.00	9,150.00	
SUBTOTAL			7,462.55			
TOTAL CHARGES						<u><u>1,053,080.71</u></u> <u><u>1,145,650.82</u></u>

<u>RECEIVED</u>	<u>07/01/17</u>	<u>05/31/19</u>	<u>5/31/2019</u>			
USER CHARGES			41,154.87	919,203.34	960,358.21	
SERVICE CHARGES			1,225.54	28,936.73	30,162.27	
CONNECTION CHARGES			4,000.00	10,000.00	14,000.00	
LATE CHARGES			1,034.48	15,239.56	16,274.04	
BACKFLOW			190.10	8,356.87	8,546.97	
SUBTOTAL			47,604.99			
TOTAL RECEIPTS						1,029,341.49

SENT TO LIEN		15,941.66
LIENS COLLECTED		
ABATEMENTS		-916.22
ADJUSTMENTS		1,454.26
AJD TO MASTER		
UNCOLLECTED		<u><u>99,829.63</u></u>
	\$	<u><u>1,145,650.82</u></u>

<u>OUTSTANDING:</u>		
USER CHARGES	\$	90,183.16
SERVICE CHARGES		2,300.60
CONNECTION CHARGES		0.00
LATE CHARGES		6,733.18
BACKFLOW		612.69
TOTAL OUTSTANDING	\$	99,829.63