



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

Todd Melanson, *Chairman*  
David Vigeant, Superintendent

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

Christopher Jones, *Clerk*  
Email [water@townsendwater.org](mailto:water@townsendwater.org)

**WATER COMMISSIONERS MEETING MINUTES**

**May 17, 2021 – 6:00 P.M.**

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

**NOTE REGARDING ACCESS AND PARTICIPATION**

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

<https://us02web.zoom.us/j/84227125538?pwd=VUNFQS8yNnN0Uk10RDFzeHVXRzRCUT09>

**Meeting ID: 842 2712 5538 Password: 235521 Log on Monday May 17, 2021 at 6:00 P.M. to participate.**

**I. PRELIMINARIES:**

- 1.1 TM called the meeting to order of the Board of Water Commissioners at 6:00 PM
- 1.2 TM announced that the meeting is being recorded on Zoom.
- 1.3 TM and MM Welcomed Christopher Jones to the Board of Water Commissioners.
- 1.4 Roll Call Members-Roll Call Citizens. Todd Melanson-(TM), Vice-Chairman, Michel MacEachern-(MM), and Christopher Jones (CJ), Clerk. Citizens: Chaz Sextion-Diranian, Board of Selectman, Cindy King, 1 West Elm Street and Brenda Boudreau, Office Manager.
- 1.4 Chairman's additions or deletions. There were no additions or deletions.
- 1.5 Approve Meeting Minutes of March 8, 2021 and April 12, 2021. **MM motioned to approve the meeting minutes for March 8, 2021 and April 12, 2021. TM seconded. Unanimous vote.**
- 1.6 Approve and Release Executive Session Screening Committee Meeting Minutes of October 8, 2020, October 13, 2020, October 14, 2020, and October 15, 2020. TM would like to approve the executive minutes at the June 2021 board meeting. This will give TM the opportunity to review the screening committee minutes as he was the only board member present.
- 1.7 Approve and Release Executive Session Meeting Minutes of March 8, 2021. Table until the June 2021 board meeting.
- 1.8 Review correspondence. None Available.

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

- III.** 6:15 Update/Discuss PFAS-Hank Naughton from Napoli Shkolnik PLLC. The Attorney was absent from the meeting. DV had a long discussion with the board about PFAS and notified that testing has been ongoing. DV will meet with the Board of Selectmen on Tuesday, May 18, 2021 to discuss moving forward once DEP has notified the department of the findings and to sign a contract to enter into a class action lawsuit. DV presented 6 options depending on the notification from DEP:

1. Abandon Harbor Trace and find an alternate source.
2. Shut down Harbor Trace and run to waste and retest.
3. Water treatment plant at Harbor Trace.
4. Water treatment plant at Harbor Trace and Witches Brook.
5. Sewer treatment plant for Townsend.
6. Water and sewer treatment plant for Townsend.

The Board requested all PFAS literature be posted on the town's website for educational purposes. In addition, when we receive the DEP notification the board would like us to mail it to all the water takers individually.

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

- 4.1 Re-organize Board. MM motioned to reorganize the Board of Water Commissioners as follows. Todd Melanson-Chairman, Michael MacEachern-Vice-Chairman and Christopher Jones-Clerk. TM seconded. Unanimous vote.
- 4.2 Update/Discuss Cross Charge Agreement.

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

- 5.1 None Offered.

VI. **SUPERINTENDENT'S UPDATES AND REPORTS-VOTES MAY BE TAKEN:**

- 6.1 Update/Discuss Cross St Well. DV reported that all testing to date has passed but still needs to be tested for PFAS. Once all testing is completed DV hopes that DEP will allow us to turn on the system.
- 6.2 Update/Discuss Main Street Station. DV stated that drilling has begun on the new wells at Main Street. After they finish drilling, they will pressure test and begin chemical and design. To avoid engineering costs the water department will put in the 8" line.
- 6.3 Update/Discuss Highland Storage Tank. DV informed the board that they have finished power washing the tank and have begun painting. The shed that was ordered will be delivered next month.
- 6.4 Update/Discuss Leak Detection. DV notified the board that the leak detection was completed, system wide. Two leaks were discovered on Balsam Drive and will be repaired this week. Customer were notified on the water department's Facebook page and the town's website.

VII. **OFFICE ADMINISTRATOR'S UPDATES AND REPORTS-VOTES MAY BE TAKEN:**

- 7.1 Schedule next BOWC meeting. The BOWC scheduled the next board meeting on Monday, June 14, 2021.
- 7.2 Review and sign April's Schedule of Bills Receivable report.
- MM motioned to accept Napoli Shkolnik, PLLC as the attorney if there is a class action suit for PFAS. CJ seconded. Unanimous vote
- MM motioned to allow DV to research and apply for all grants that pertain to PFAS. CJ seconded. Unanimous vote.
- CJ motioned to review and sign April's schedule of bills receivable reports out of session.

**ADJOURNMENT:**

MM motioned to adjourn the Board of Water Commissioners meeting on May 17, 2021. CJ seconded. Unanimous vote.

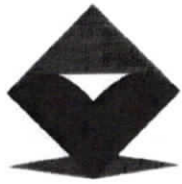
TM adjourned the BOWC meeting at 7:15 P.M.

Respectfully submitted,



Brenda Boudreau  
Office Manager  
Townsend Water Department

Release  
Todd Melanson  
Chairman



**NAPOLI  
SHKOLNIK PLLC**  
ATTORNEYS AT LAW

2.1

**HANK NAUGHTON  
PARTNER**

13 May 2021

Mr. David Vigeant, Superintendent  
Townsend Water Department  
540 Main Street  
Townsend, MA 01474

Via Email to: [dvigeant@townsendwater.org](mailto:dvigeant@townsendwater.org)

Re: PFAS Cost Recovery Project: CONFIDENTIAL ATTORNEY WORK PRODUCT

Dear Mr. Vigeant,

I hope this finds you and all close to you, family, friends and colleagues, safe and healthy as we all look to 2021 with hope. It was good to have a conversation with you yesterday and I look forward to participating in your Board meeting on the 17<sup>th</sup>.

After spending twenty-six years in the Massachusetts House, I am proud to have joined Napoli Shkolnik PLLC (Napoli) as Managing Partner of both the Public Client Practice Group and our PFAS Cost Recovery Program. I am also in the process of opening our firm's Massachusetts office.

Napoli, with over 30 years of experience, has the capability to successfully advise and represent Townsend. Our firm has demonstrated, through national leadership roles in numerous mass tort and class action cases, that we have both the financial resources and the legal, human, intellectual, and technological capital to successfully pursue and obtain substantial results to benefit its clients in this PFAS Cost Recovery Program. Notable examples of this expertise include leadership in the current AFFF litigation (Aqueous Film Forming Foam), as well as in Opioid and other related drug and device cases. Our firm is able and prepared, as necessary, to advance and invest millions of dollars in time and out-of-pocket expenses, with the firm's recovery contingent upon a



successful outcome, in the pursuit of the Townsend's claims in PFAS contamination matters.

The legal team Napoli has committed to this litigation is comprised of five partners (including myself), eighteen associates, as well as paralegal and technology support staff. We maintain low rates of turnover, assuring consistency in our work. Napoli attorneys have been recognized by some of the most prestigious publications, including the "Top 100 Trial Lawyers" and "Top 40 Under 40" by National Trial Lawyers. We have also been included in the invitation-only Multi-Million Dollar Advocates Forum® for the numerous multi-million dollar verdicts and settlements we have been able to secure on behalf of our clients.

Fortune Magazine has recognized Napoli as "America's Premier Lawyers," and our firm was included in the 2012-2016 Legal 500 U.S. editions. We have also been named in the LawDragon™ 500 Leading Lawyers in America. In all, our team is not just able to demonstrate consistency and stability in practice, but rather, exceeding this requirement by demonstrating a stellar track record that would be instrumental in representing Towns in this PFAS Cost Recovery Action and progress.

Please let me provide you a few specifics about this firm I've been proud to join. Mr. Paul Napoli will be serving as our primary attorney in this litigation, and is nationally renowned for his leadership in the area of environmental mass tort, complex liability cases, and representing municipalities, with more than 25 years of experience. Notably, and specifically important in this case, Paul's most recent appointment is as Co-Lead Counsel in the In re: Aqueous Film-Forming Foams (AFFF) Products Liability Multi District Litigation (MDL) 2873 by Judge Richard M. Gergel, the District Judge in the District of South Carolina overseeing the AFFF MDL. In short, Paul has been and will be at the table for every significant decision, procedure and activity in this case. This will mean that our ability to represent the interests of Townsend will be front and center.

Mr. Napoli and our team of attorneys tackling this litigation have significant experience in environmental litigation, and is organized to address PFOA contamination, environmental hazards, air pollution, pesticides, hazardous waste, oil spills, water contamination disease clusters, fracking and energy exploration and soil contamination.

Napoli Shkolnik PLCC has the capacity to successfully represent Townsend in this cost recovery litigation. We are able and prepared, as necessary, to advance and invest considerable resources in time and out-of-pocket expenses necessary for proposed representation cost recovery program. In recent years our firm has successfully resolved and self-funded the following mass litigations:

1. \$816.45 million settlement for World Trade Center recovery workers;
2. \$1.2 billion settlement of pharmaceutical litigation;
3. \$52 million settlement of an MTBE environmental litigation;

4. \$28 million supplemental settlement for World Trade Center recovery workers;
5. \$10 million+ awarded for asbestos victims.

In a sense, Townsedn is ahead of the curve, having taken action to begin planning and remediating the impact of PFAS/PFOA. This forward-looking action by the Town administration will help to set you up for success.

Our firm has the significant resources required to handle the voluminous motion practice and discovery demands which will be required in this lawsuit. We are committed and prepared to fund this complex and expansive litigation leveraging our significant experience in litigating mass tort and class action matters which normally require the receipt, organization, and analysis of millions of documents. I ask that you take a moment to consider our success in the past as evidence of our ability to produce an outstanding result for Townsend in this case.

#### References:

The below client list is included as documentation of the vast experience Napoli has in representing governmental entities and water and wastewater utilities. In the AFFF MDL, Napoli currently represents over one hundred counties, cities, private and public water district providers, other governmental entities and is Counsel to the National Rural Water Association, and organization with over 31,000 members. A list of some of these entities with references is below:

A list of some of these entities with references is below:

Nassau County	Jared A. Kasschau, Esq.	Nassau County Attorney	(516) 571-3056	One West Street Mineola, NY 11501
Hicksville Water District	Nicholas Brigandi	Chairman of the Board	(516) 931-01844	4 Dean Street Hicksville, NY 11801
Town of Southampton	Jay Schneiderman	Supervisor	(631) 287-5740	116 Hampton Road Southampton, NY 11968
City of Dayton	John C. Musto	Chief Trial Counsel, Department of Law, Civil Division	(937) 333-4116	101 West 3 <sup>rd</sup> Street Dayton, OH 45401
City of Tucson	Mike Rankin		(520) 791-4221 <a href="mailto:mike.rankin@tucsonaz.gov">mike.rankin@tucsonaz.gov</a>	255 W Alameda Street Tucson, AZ 85701

Town of Marana	Frank Cassidy	City Attorney Town of Marana Legal Department	<a href="mailto:fcassidy@maranaaz.gov">fcassidy@maranaaz.gov</a>	11555 W Civic Center Dr Bldg A3 Marana, Arizona, 85653-7006
Hampton Bays Water District	James Burke	Town Hall	(631) 287-3065 <a href="mailto:jburke@southamptontownny.gov">jburke@southamptontownny.gov</a>	116 Hampton Road, Southampton, NY 11968
Southside Water Works and Sewer Board	Brandon Sewell	Maintenance Superintendent	(256) 442-8707	3001 AL-77 Southside, AL 35907
Weirton Water Board	Butch Mastrantoni		(304) 797-8591	200 Municipal Plaza Weirton, WV 26062

**Other Environmental Clients past and present relevant to this project include the following:**

Albertson Water District	Bethpage Water District	City of Glen Cove Water District  Freon Contamination of Supply Wells (2010-2015)	Greenlawn Water District  VOC contamination for supply wells (Present)	Manhasset-Lakeville Water District
Aqua NY of Sea Cliff	Carle Place Water District	Garden City Park Water District	Hampton Bays Water District	Oyster Bay Water District
Town of Huntington/Dix Hills Water District  VOC contamination for supply wells (Present)	Town of Southampton	Village of Garden City	Village of Mineola	Tampa Bay Water District (Florida)
Pascoag Utility District (Rhode Island)	National Rural Water Association Sam Wade, CEO Emeritus	Hicksville Water District  1,4- Dioxane Contamination of Supply Well #4	Alligator Water and Sewer District (South Carolina)  DBCP and EDB pesticide	Methyl Tertiary Butyl Ether (MTBE) Contamination Clients (2001-2014)



		VOC Contamination of Supply Well #5 (2013-2014)	contamination of supply wells (2012-2015)	
		Perchloroethylene (PERC) Contamination of Supply Well 11-1 (2009- 2012)		
Manhasset- Lakeville Water District	Plainview Water District	South Huntington Water District	Tampa Bay Water District (Florida)	City of Crystal River (Florida)
Oyster Bay Water District	South Farmingdale Water District	Town of East Hampton	Homosassa Water District (Florida)	Village of Westbury
Town of Riverhead Water District	Village of Hempstead	Village of West Hempstead Water District		

I want to again thank you for taking the time to consider Napoli's proposal to represent Townsend in this litigation. If I may make one final point, let it be this. If Townsend chooses to retain this firm, you will have counsel who is local, just down the road and always accessible. Additionally, I feel my long experience in the Legislature and State government will allow me to stay attuned and continue to advise Townsend in this quickly changing regulatory environment.

Please feel free to call me at 978 852 3643 with any questions and I truly hope we can speak again soon.

All the best,

***Hank Naughton***

Hank Naughton  
Partner

TOWN OF TOWNSEND  
WATER DEPARTMENT

NO. 21-10

4/30/2021

SCHEDULE OF BILLS RECEIVABLE

To the Accountant: Lauri Plourde

The following bills, amounting in the aggregate to

**TWO HUNDRED SIXTY EIGHT THOUSAND FOUR HUNDRED TWENTY FIVE AND 10/100 DOLLARS**  
are herewith committed for collection.

DATE	USER CHARGES	SERVICE CHARGES	FINAL FEE CHARGES	CONN CHARGES	NSF FEES CHARGES	BACK FLOW	TOTAL
04/30/21	257,330.22	5,019.88	300.00	0.00	0.00	5775.00	268,425.10

BOARD OF WATER COMMISSIONERS

Nathan Mattila, Chairman

Todd Melanson, Vice-Chairman

Michael MacEachern, Clerk





## RETAINER AGREEMENT

### **THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE MASSACHUSETTS GENERAL ARBITRATION STATUTE**

THE TOWNSEND MASSACHUSETTS WATER DEPARTMENT (Client), retains the Law Firm of Napoli Shkolnik PLLC, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies by per- and polyfluoroalkyl substances (PFAS) and 1,4 - Dioxane. We specifically agree as follows:

**1. FEE PERCENTAGE:** Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.

**2. DISBURSEMENTS:** In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

**3. COMPUTATION OF FEES.** The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

<b>Gross settlement</b>	<b>\$100.00</b>
<b>30% Attorney's Fee</b>	<b>\$ 25.00</b>
<b>Net settlement</b>	<b>\$ 75.00</b>
<b>Disbursements</b>	<b>-\$ 10.00</b>
<b>Net to Client</b>	<b>\$ 65.00</b>

**4. WITHDRAWAL:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

**5. APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

**6. STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

**7. FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

**8. RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

**9. APPROVAL NECESSARY FOR SETTLEMENT:** Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to



conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

**10. ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

**11. ASSOCIATE COUNSEL:** The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

**12. NEW YORK OR APPLICABLE LAW TO APPLY:** This Agreement shall be considered construed under and in accordance with the laws of the State of New York or applicable law and the rights, duties and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of New York or applicable law.

**13. ARBITRATION:** Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in New York County, New York. This arbitration provision shall be enforceable in either federal or state court in New York County, New York pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in New York County, New York having jurisdiction.

**14. PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.



**15. LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**16. PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS 24 day of May, 2021

THIS CONTRACT IS SUBJECT TO ARBITRATION  
UNDER THE FEDERAL ARBITRATION ACT AND  
THE MASSACHUSETTS GENERAL ARBITRATION STATUTE

By: [Signature]

NAPOLI SHKOLNIK, PLLC

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

Printed Name: MICHAEL MACEachern

Printed Name of Attorney

Title: ASST CLERK BOWC

Address: 15 Bayberry Hill Rd  
P.O. Box 4165 Townsend MA 01469

Phone: 978-490-8194

**FISCAL YEAR 21 SUMMARY**  
**TOWNSEND WATER DEPARTMENT - ACCOUNTS RECEIVABLE**  
**April 30, 2021**

UNCOLLECTED FROM JUNE 30, 2020

93,833.10

**CHARGED**      07/01/20   04/30/21

	4/30/2021	Previous Balance	Total
USER CHARGES	257,330.22	975,739.01	1,233,069.23
FINAL FEES	300.00	200.00	500.00
SERVICE CHARGES	5,019.88	23,050.62	28,070.50
CONNECTION CHARGES	0.00	6,500.00	6,500.00
LATE CHARGES	0.00	13,704.67	13,704.67
NSF FEES	0.00	50.00	50.00
BACKFLOW	5,775.00	4,730.00	10,505.00
SUBTOTAL	<b>268,425.10</b>		
TOTAL CHARGES			

1,292,399.40

1,386,232.50

**RECEIVED**      07/01/20   04/30/21

	4/30/2021		
USER CHARGES	159,674.42	972,859.73	1,132,534.15
FEES	200.00	150.00	350.00
SERVICE CHARGES	2,219.96	23,991.70	26,211.66
CONNECTION CHARGES	0.00	6,500.00	6,500.00
NSF	0.00	0.00	0.00
LATE CHARGES	622.93	12,047.55	12,670.48
BACKFLOW	1,323.81	5,619.44	6,943.25
SUBTOTAL	<b>164,041.12</b>		
TOTAL RECEIPTS			

1,185,209.54

SENT TO LIEN

26,291.35

LIENS COLLECTED

ABATEMENTS

-1728.96

ADJUSTMENTS

-1018.13

AJD TO MASTER

UNCOLLECTED

177,478.70

1,386,232.50

**OUTSTANDING:**

USER CHARGES	167,789.77
FEES	150.00
SERVICE CHARGES	2,708.68
CONNECTION CHARGES	0.00
LATE CHARGES	2,316.44
NSF	50.00
BACKFLOW	4,463.81
<b>TOTAL OUTSTANDING</b>	<b>\$ 177,478.70</b>



	Jul '20 - Apr 21	Budget	\$ Over (Under) Budget	% of Budget
Ordinary Income/Expense				
Expense				
061.000 · General Operations 000				
<u>061.001 · Personal Services 1</u>				
5100 · Salaries & Wages-Water Super	\$ 32,707.70	\$ 110,000.00	\$ (77,292.30)	29.70%
5110 · Salary & Wages-Oper Staff	\$ 142,930.16	\$ 168,135.55	\$ (25,205.39)	85.00%
5112 · Salary & Wages-Support Staff	\$ 53,886.92	\$ 70,624.22	\$ (16,737.30)	76.30%
5130 · Additional Gross	\$ 9,745.15	\$ 14,240.00	\$ (4,494.85)	68.40%
5134 · Additional Gross-Reg&SpecOncall	\$ 11,117.20	\$ 20,363.10	\$ (9,245.90)	54.60%
5190 · Other Stipened-Longevity	\$ 1,200.00	\$ 1,200.00	\$ -	100.00%
5191 · Other - Stipend BOWC	\$ -	\$ 3.00	\$ (3.00)	0.00%
5192 · Other-Certification/Stipend	\$ 1,500.00	\$ 1,500.00	\$ -	100.00%
5193 · Retirement Benefit	\$ -	\$ -	\$ -	0.00%
5195 · Other-Clothing Allowance	\$ 600.00	\$ -	\$ 600.00	100.00%
5197 · Vehicle Allowance -Super	\$ 4,989.50	\$ -	\$ 4,989.50	100.00%
5198 · Snow Storm Stipend	\$ 4,000.00	\$ 4,000.00	\$ -	100.00%
<b>Total 061.001 · Personal Services 1</b>	<b>\$ 262,676.63</b>	<b>\$ 390,065.87</b>	<b>\$ (127,389.24)</b>	<b>67.30%</b>
<u>061.002 · Purchased Services 2</u>				
5210 · Energy	\$ 70,277.11	\$ 80,000.00	\$ (9,722.89)	87.80%
5240 · Repair & Maint Building	\$ 3,047.75	\$ 50,000.00	\$ (46,952.25)	6.10%
5245 · Repair & Maint Equipment	\$ 8,624.74	\$ 40,000.00	\$ (31,375.26)	21.60%
5245006 · Repair & Maintain Equip SCADA	\$ 7,577.50	\$ 10,500.00	\$ (2,922.50)	72.20%
5245007 · Repair & Maintain-Distribution	\$ 4,800.00	\$ 30,000.00	\$ (25,200.00)	16.00%
5270 · Rentals	\$ 1,350.00	\$ 1,050.00	\$ 300.00	128.60%
<b>Total 061.002 · Purchased Services 2</b>	<b>\$ 95,677.10</b>	<b>\$ 211,550.00</b>	<b>\$ (115,872.90)</b>	<b>45.20%</b>
<u>061.003 · Purchased Services 3</u>				
5300-02 · Proff Legal Expense	\$ -	\$ 12,000.00	\$ (12,000.00)	0.00%
5300 · Professional Services	\$ 52,265.04	\$ 63,000.00	\$ (10,734.96)	83.00%
5300100 · Proff Service Backflow	\$ 9,550.00	\$ 9,500.00	\$ 50.00	100.50%
5340 · Communication	\$ 17,258.75	\$ 21,000.00	\$ (3,741.25)	82.20%
5380 · Other Services	\$ -	\$ 2,730.00	\$ (2,730.00)	0.00%
<b>Total 061.003 · Purchased Services 3</b>	<b>\$ 79,073.79</b>	<b>\$ 108,230.00</b>	<b>\$ (29,156.21)</b>	<b>73.10%</b>
<u>061.004 · Purchased Supplies 4</u>				
5420 · Office Supplies	\$ 2,906.41	\$ 5,250.00	\$ (2,343.59)	55.40%
5430 · Building Supplies	\$ 137.57	\$ 1,575.00	\$ (1,437.43)	8.70%
5435 · Equipment Maint Supplies	\$ -	\$ 1,575.00	\$ (1,575.00)	0.00%
5460 · Groundskeeping Supplies	\$ 86.95	\$ 525.00	\$ (438.05)	16.60%
5480 · Vehicular Supplies	\$ 3,961.17	\$ 9,000.00	\$ (5,038.83)	44.00%
<b>Total 061.004 · Purchased Supplies 4</b>	<b>\$ 7,092.10</b>	<b>\$ 17,925.00</b>	<b>\$ (10,832.90)</b>	<b>39.60%</b>
<u>061.005 · Purchased Supplies 5</u>				
5530 · Public Works Supplies	\$ 121,561.53	\$ 55,000.00	\$ 66,561.53	221.00%
5531 · Chemicals	\$ 15,201.31	\$ 24,150.00	\$ (8,948.69)	62.90%
5580 · Other Supplies	\$ 180.00	\$ 1,050.00	\$ (870.00)	17.10%
5585 · Clothing Allowance	\$ 3,303.81	\$ 5,250.00	\$ (1,946.19)	62.90%
<b>Total 061.005 · Purchased Supplies 5</b>	<b>\$ 140,246.65</b>	<b>\$ 85,450.00</b>	<b>\$ 54,796.65</b>	<b>164.10%</b>



061.007 · Other Charges & Exp 7

5710 · Travel/mileage-in state	\$ 149.32	\$ 1,155.00	\$ (1,005.68)	12.90%
5720 · Out of State Travel	\$ -	\$ -	\$ -	0.00%
5730 · Dues and Memberships	\$ 6,745.30	\$ 4,300.00	\$ 2,445.30	156.90%
5780 · Other Charges	\$ -	\$ 525.00	\$ (525.00)	0.00%
5785 · Water Assessment D.E.P.	\$ 1,946.25	\$ 2,200.00	\$ (253.75)	88.50%
5850 · New Equipment	\$ 8,105.41	\$ 10,500.00	\$ (2,394.59)	77.20%
<b>Total 061.007 · Other Charges &amp; Exp 7</b>	<b>\$ 16,946.28</b>	<b>\$ 18,680.00</b>	<b>\$ (1,733.72)</b>	<b>90.70%</b>

061.400 · Special Projects 400

5012 · System Enhancement	\$ 16,742.25	\$ 122,632.92	\$ (105,890.67)	13.70%
5805 · Meadow Rd Main Replacement	\$ 30,480.50	\$ 41,435.98	\$ (10,955.48)	73.60%
5895 · Main Line Gate/Valve Replacemen	\$ 32,292.45	\$ 60,000.00	\$ (27,707.55)	53.80%
5902-18 · Main St Cleaning	\$ -	\$ -	\$ -	0.00%
<b>Total 061.400 · Special Projects 400</b>	<b>\$ 79,515.20</b>	<b>\$ 224,068.90</b>	<b>\$ (144,553.70)</b>	<b>35.50%</b>

061.500 · Special Articles 500

5000 · Water Oper Emergency Res Fund	\$ -	\$ -	\$ -	0.00%
5005-18 · Update Master Plan	\$ 15,500.00	\$ 25,000.00	\$ (9,500.00)	62.00%
5020 · Storage Tank Maintenance	\$ -	\$ 5,198.40	\$ (5,198.40)	0.00%
5803-19 · Generator 540 Main St	\$ 13,043.73	\$ 30,000.00	\$ (16,956.27)	43.50%
5804-16 · Upgrade Witches Brook	\$ -	\$ 40,000.00	\$ (40,000.00)	0.00%
5809-17 · Highland Street Storage Tank	\$ 18,597.02	\$ 75,000.00	\$ (56,402.98)	24.80%
5895-21 · Witches Brook Daytank	\$ 36,145.12	\$ 75,000.00	\$ (38,854.88)	48.20%
590218 · STM ART Utility Billing	\$ 7,995.58	\$ 18,000.00	\$ (10,004.42)	44.40%
<b>Total 061.500 · Special Articles 500</b>	<b>\$ 100,862.19</b>	<b>\$ 268,198.40</b>	<b>\$ (167,336.21)</b>	<b>37.60%</b>
<b>Total 061.000 · General Operations 000</b>	<b>\$ 782,089.94</b>	<b>\$ 1,324,168.17</b>	<b>\$ (542,078.23)</b>	<b>59.10%</b>

061.009 · Debt Service 9

5910 · Long Term Debt-East Side Phase1	\$ -	\$ 37,962.00	\$ (37,962.00)	0.00%
5911 · Long Term Debt-East Side Ph 2	\$ -	\$ 54,078.00	\$ (54,078.00)	0.00%
5920 · Long term Interest-Phase1	\$ 2,016.26	\$ 4,412.00	\$ (2,395.74)	45.70%
5921 · Long Term Int East Side Ph2	\$ 3,482.01	\$ 7,505.00	\$ (4,022.99)	46.40%
<b>Total 061.009 · Debt Service 9</b>	<b>\$ 5,498.27</b>	<b>\$ 103,957.00</b>	<b>\$ (98,458.73)</b>	<b>5.30%</b>

063.400 · Projects

5895-18 · West End-Water Main	\$ 46,146.37	\$ 70,884.23	\$ (24,737.86)	65.10%
<b>Total 063.400 · Projects</b>	<b>\$ 46,146.37</b>	<b>\$ 70,884.23</b>	<b>\$ (24,737.86)</b>	<b>65.10%</b>
<b>Total Expense</b>	<b>\$ 833,734.58</b>	<b>\$ 1,499,009.40</b>	<b>\$ (665,274.82)</b>	<b>55.60%</b>
Net Ordinary Income	\$ (832,258.93)	\$ (1,499,009.40)	\$ 666,750.47	55.50%
Net Income	\$ (832,258.93)	\$ (1,499,009.40)	\$ 666,750.47	55.50%