



1.5

TOWNSEND WATER DEPARTMENT
540 Main Street West Townsend, Massachusetts 01474

Nathan Mattila, Chairman
Paul L. Rafuse,
Water Superintendent

Lance Lewand, Vice-Chairman

Michael MacEachern, Clerk
(978) 597-2212
Fax (978) 597-5561

WATER COMMISSIONERS MEETING MINUTES

October 11, 2017 – 5:00 P.M.

Water Department 540 Main Street, Meeting Room

I. PRELIMINARIES:

- 1.1 LL called the meeting to order at 5:08 P.M., 540 Main Street, meeting room.
- 1.2 Roll call showed members present. **Nathan Mattila, Chairman (NM), Lance Lewand, Vice Chairman (LL), and Michael MacEachern, Clerk (MM). NM entered the meeting at 5:10P.M.**
- 1.3 LL announced that the meeting is being audio recorded.
- 1.4 Chairman's additions or deletions. None.
- 1.5 Approve Minutes of September 19, 2017 and special meeting of July 6, 2017. **MM made a motion to approve the minutes of September 19, 2017. LL seconded. Unanimous vote.**
- 1.6 Review correspondence. None.

II. APPOINTMENTS:

III. MEETING BUSINESS:

- 3.1 Approve abatement for acct# 61064, 65 Main St \$1.52 RE: Late charges misapplied due to timing issue. **MM moved to abate acct#61064, 65 Main Street, \$1.52 Late Charge. LL seconded. Unanimous vote. (Chairman Mattila was not present for this vote.)**
- 3.2 Approve a 1" service acct#61500, 73 Turnpike Road. Received \$2,000.00. **MM moved to approve a 1" service to acct#61500, 73 Turnpike Road. LL seconded. Unanimous vote. (Chairman Mattila was not present for this vote.)**
- 3.3 Approve 1" service to acct#61578, 41 Edward Road. Received \$2,000.00. **MM made a motion to approve a 1" service to acct#61578, 41 Edward Road, LL seconded. Unanimous vote.**
- 3.4 Approve\abate account# 2080A, 4 Chestnut Drive, \$9.02 RE: Credit on account. **MM made a motion to abate acct#2080A, 4 Chestnut Drive, \$9.02. LL seconded. Unanimous Vote.**

IV. COMMISSIONERS UPDATES AND REPORT:

V. WATER SUPERINTENDENTS UPDATES AND REPORTS:

- 5.1 Discuss financing for water main upgrades. Paul reported that he had been investigating different avenues to finance the water main replacement on Main Street in West Townsend. Paul reported that the financing from D.E.P. is a revolving fund that has the lowest interest rate but is also ranked by need. Paul suggests applying for the USDA loan which interest rate is a ½-1 point higher in interest than the loan through D.E.P. This loan is a non-ranking loan. The projected cost is estimated to cost of \$300,000.00 to \$400,000.00. Paul also reported that a meeting with Suez is scheduled on October 23, 2017 at the Townsend Water Department. We are hoping that they will agree to Ice-Pig the West End again at little or no cost.

- 5.2 Sanitary Survey progress on corrective actions. Paul presented the board with two proposals. The first proposal was to update the GIS Water System Map in the amount of \$2,000.00. The next proposal is for ArcGIS Online Implementation which will cost \$6,000.00. Paul request the update be approve tonight. **MM moved to accept the proposal for the GIS Water System Updates in the amount of \$2,000.00. LL seconded. Unanimous vote.**
- 5.3 Discuss hiring of additional staff. Paul reported that there has been no response from the TA or the BOS to place the water department on the BOS agenda to discuss hiring additional staff. The board requested the he send another email.
- 5.4 Bridge replacement-Main St. Station. Paul reported that there will be a meeting at the Conservation Commission scheduled for October 18, 2017. Michael MacEachern will attend the meeting.
- 5.5 Paul reported that the Superintendent will be on vacation from October 16, 2017 to October 20, 2017.

VI. OFFICE UPDATES AND REPORTS:

- 6.1 The Board reviewed and signed Bills Payable Warrants.
- 6.4 The Board reviewed and signed Schedule of Bills Receivable report.
- 6.4 The Board was presented with the Accounts Receivable report.

ADJOURNMENT:

MM made a motion to sign bill payable warrants and reports out of session. LL seconded. Unanimous vote.

LL made a motion to adjourn the BOWC meeting at 6:00 P.M. MM seconded. Unanimous Vote.

Respectfully submitted,

Brenda Boudreau, Office Administrator



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

Name: DLK COMM of Mass Account # 1010661

Address: 65 Main

Phone # _____ Email Address _____

Billing date _____

AMOUNT: 1.52 ABATEMENT [] ADJUSTMENT [☒] (check one)

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

Reasons: (please attached supporting documentation if applicable)

late charge applied in August & Sept in error

APPROVED [☒] DENIED [] (check one)

DATE: 10-11-17

\$ 1.52

TOWNSEND BOARD OF WATER COMMISSIONERS

ACCT 4231

[Signature]

[Signature]

[Signature]

WATER SUPERINTENDENT



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

Application No. 2017-06

Account No. 61500

Date 8/22/2017

APPLICATION FOR WATER SERVICE

Name of Property Owner: James & Dale Gates
Service Address: 73 Turnpike Road
Tel No.: 603-320-5054-J Cell No. 978-273-1554-D
Billing Address:
(If different from service address): 132 Barker Hill Road Townsend Ma 01469

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



Office of the
Townsend Water Department
540 Main Street

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

Application No. 2017-07

Account No. 61579

Date 10/3/2017

APPLICATION FOR WATER SERVICE

Name of Property Owner: William Kelloway
Service Address: 41 Edward Road
Townsend MA 01469
Tel No.: 978-494-3447 email. w.kelloway4@gmail.com
Billing Address:
(If different from service address): _____

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

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Signature of Owner/Applicant _____

Date _____

BOARD OF WATER COMMISSIONERS

Chairman _____

Vice Chairman _____

Clerk _____

Date Signed by Board of Water Commissioners _____

3.4



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

Name: Brian Mariano Account # 2780A

Address: 4 Chestnut Drive

Phone # _____ Email Address _____

Billing date _____

AMOUNT: 9.02 ABATEMENT ☒ ADJUSTMENT ☐ (check one)

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

Reasons: (please attached supporting documentation if applicable)

9.02 refund - credit on acct

APPROVED ☒ DENIED ☐ (check one)

DATE: 10-11-17

TOWNSEND BOARD OF WATER COMMISSIONERS

[Signature]

[Signature]
[Signature]

WATER SUPERINTENDENT

Approved ✓

5.2.

00-51000
October 9, 2017

Mr. Paul Rafuse
Superintendent
Townsend Water Department
540 Main Street
West Townsend, MA 01474

Re: **GIS Water System Updates**

Dear Mr. Rafuse:

As part of the MassDEP statewide mapping inventory project, Tighe & Bond developed a GIS database and overview map of the Town's water system. The data was developed from CAD-based flushing system maps. After review of the system map by the Water Department, there are additional data and information to be added to the database and included on the overview map. Tighe & Bond is pleased to provide the Townsend Water Department with the following proposal to provide updates to the Water System GIS and map.

Scope of Services

Water System Updates

Tighe & Bond will provide the following updates to the Town's Water System GIS:

- Incorporate additional information added to the final MassDEP/Tighe & Bond water system map provided by the Water Department. Pipes will be attributed with size, material and year installed as shown.
- Update the GIS data for Highland Street from record plans provided by the Water Department.
- Create a new GIS layer for sample locations as shown on the *Coliform Sampling Map* developed by Stantec.

Tighe & Bond will produce two (2) Townsend Water System overview maps incorporating the additional information described above including sample locations, and provide them to the Town.

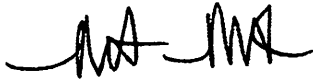
Fee

Tighe & Bond will perform the Water System Updates for a lump sum fee of **\$2,000**, invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

We look forward to providing the Water System Updates to the Townsend Water Department. If you have any questions regarding this proposal, please feel free to contact Sam Swartwout at (508) 471-9640, or Nat Norton at (508) 471-9608.

Very truly yours,

TIGHE & BOND, INC.



Nathaniel C. Norton
GIS Director



Sam Swartwout, GISP
Senior GIS Analyst

Enclosures: Terms & Conditions

Acceptance

On behalf of the Townsend Water Department, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

Enclosure: Terms & Conditions

J:\7100-General Proposals\Townsend\TownsendWater_ArcGISOnlineImplementation.docx

Please Note: Customer is purchasing a license to use the "Tighe & Bond Software" (hereinafter "Software". The Software is owned and remains the property of Tighe & Bond, Inc. (hereinafter "T&B") and is protected by copyright and other intellectual property laws.

General Terms

1. SCHEDULE OF PAYMENTS

1.1 Payment for GIS Web Hosting services are generally due upon deployment of Website. Invoices for services other than Web Hosting will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to T&B shall be made on the basis of invoices submitted by T&B and approved by Customer. If requested by Customer, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the Customer shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, Customer will reimburse T&B for all reasonable attorneys' fees and court costs.

1.4 If Customer fails to make payment in full within 30 days of the date due for any undisputed billing, T&B may, after giving seven days' written notice to Customer, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, T&B will have no liability to Customer for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 Customer and T&B each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. T&B shall not assign, sublet or transfer its interest in this Agreement without the written consent of Customer, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between Customer and T&B and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both Customer and T&B.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against Customer or against T&B.

3. STANDARD OF CARE

3.1 In performing professional services, T&B will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of

substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, Customer may terminate this Agreement for its convenience at any time by giving written notice to T&B. In the event of any termination, Customer will pay T&B for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. OWNERSHIP OF DOCUMENTS

5.1 Electronic Data Bases - In the event that T&B prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by Customer and T&B that such project deliverables will be used and perhaps modified by Customer and that T&B's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once Customer accepts the delivery of maps, databases, or similar documents developed by T&B, ownership is passed to Customer. T&B will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

6. INSURANCE

6.1 T&B will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. T&B will furnish certificates at Customer's request.

6.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of T&B to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or T&B's compensation for consulting services, whichever is greater.

6.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Customer nor T&B, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Customer and T&B shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

7. INDEMNIFICATION AND DISPUTE RESOLUTION

7.1 T&B agrees, to the fullest extent permitted by law, to indemnify and hold Customer harmless from any damage, liability or cost to the extent caused by T&B's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom T&B is legally liable. T&B is not obligated to indemnify Customer in any manner whatsoever for Customer's own negligence.

7.2 Customer agrees, to the fullest extent permitted by law, to indemnify and hold T&B harmless from any damage, liability or cost to the extent caused by Customer's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom Customer is legally liable. Customer is not obligated to indemnify T&B in any manner whatsoever for T&B's own negligence.

7.3 Customer agrees that any and all limitations of T&B's liability, waivers of damages by Customer to T&B shall include and extend to those individuals and entities T&B retains for performance of the services under this Agreement, including but not limited to T&B's officers, partners, and employees and their heirs and assigns, as well as T&B's subconsultants and their officers, employees, and heirs and assigns.

7.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, Customer and T&B agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, Customer and T&B further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

Software Terms

1. Grant of Customer License. Software and any accompanying documentation provided to Customer hereunder are licensed, not sold, to Customer for use solely under the terms of this Agreement. T&B hereby grants to Customer a limited, nonexclusive, nontransferable license to possess, access and use Software on a single server with up to the number of concurrent users as specified in the ORDER FORM or as updated by any written Addendums thereto, for the principal business or municipal purposes of Customer only.

2. Maintenance and Technical Support (Maintenance Program). Maintenance and Technical Support services are available directly by T&B. Such services are subject to the timely payment of the applicable annual Maintenance and Technical Support fees set forth in the ORDER FORM. T&B technical support is available from 8:00am to 5:00pm, Eastern Time, on all weekdays other than Federal holidays. T&B support shall include answering questions from Customer over the telephone or e-mail.

3. Intellectual Property Rights and License Restrictions. Software, and all components thereof and all proprietary materials used by T&B, or delivered or provided by T&B to Customer in the course of this Agreement is, and shall at all times remain, the sole and exclusive property of T&B, including, without limitation, all worldwide Intellectual Property Rights embodied in, related to, or represented by, Software or any version thereof. "**Intellectual Property Rights**" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including moral rights and similar rights.

Customer may not copy, alter, modify, adapt, translate, or create derivative works based upon Software or any part of it, except and only to the extent that such activity is

expressly permitted by applicable law notwithstanding this limitation. Customer may not de-compile, reverse engineer, disassemble or otherwise reduce Software. Customer may not rent, lease, sublease, re-license or otherwise make available Software (other than allowing access to Customer's data through the use of Software), in whole or in part, to third parties or use Software as part of a commercial service bureau, outsourcing, timesharing, or affiliate program environment.

4. Confidentiality. Each Party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event use less than reasonable efforts. "**Confidential Information**" means information that a disclosing party considers to be confidential, including but not limited to business and technical information, marketing plans, research, designs, plans, methods, techniques, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing. Confidential Information shall not include information which: (i) is, or as of the time of its disclosure or thereafter, becomes part of the public domain through a source other than the receiving party; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party; (iv) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (v) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy.

5. Warranty. T&B represents and warrants that it has the rights to grant the license and other rights to Customer hereunder. Software supplied by it under this Agreement will not infringe upon the U.S. copyright, patent or trademark of any third party and Software media provided hereunder to be free of defects for a period of ninety (90) days from the date of purchase. During this period, T&B will replace at no cost any such defective media returned to T&B.

6. Indemnification. T&B agrees to indemnify and hold harmless Customer and its officers, directors, agents and employees from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) attributable to the use of Software infringing the U.S. patent or copyright or utilizing the trade secret misappropriation from any third party, provided that, (i) Customer promptly notify T&B in writing of any and all known threats, claims and proceedings related thereto, (ii) T&B shall have the sole control of the defense and/or monetary settlement thereof, (iii) Customer to furnish T&B, upon request, reasonable information available to Customer for such defense, and (iv) Customer provides T&B with reasonable assistance in the defense at the sole cost of T&B.

The foregoing obligation of T&B does not apply with respect to any intellectual property (a) not supplied by T&B, (b) combined with other products, processes or materials, to the extent the alleged infringement relates to such combination and such combination was not authorized by T&B, or (c) to the extent that Customer's use of the Software is not in accordance with this Agreement.

If any Software becomes, or in T&B's opinion is likely to become, the subject of a claim of infringement, T&B will, at its option, (i) procure for Customer the right to continue using Software; (ii) replace Software with a non-infringing product substantially complying with Software's specifications and functionality; (iii) modify Software so it becomes non-infringing and performs in a substantially similar manner to the original Software; or (iv) upon failure of the foregoing, Customer will cease any infringing use of Software and T&B will refund the license fees paid T&B for the infringing Software, less a reasonable allowance for use. This section states the entire liability of T&B, its affiliate and representatives for infringement by any Software.

Customer agrees to indemnify and hold harmless T&B and its officers, directors, agents and employees from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with Customer's improper use of Software, provided that, (i) T&B promptly notifies Customer in writing of any and all known threats, claims and proceedings related thereto, (ii) Customer shall have the sole control of the defense and/or monetary settlement thereof, (iii) T&B to furnish Customer, upon request, reasonable information available to T&B for such defense, and (iv) T&B provides Customer with reasonable assistance in the defense at the sole cost of Customer.

7. Disclaimer and Limitations of Liability.

T&B DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF THE SOFTWARE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE OR (ii) THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT AS PROVIDED HEREIN, THE SOFTWARE IS PROVIDED TO CUSTOMER "AS-IS". T&B DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LICENSE FEES PAID FOR THE SOFTWARE DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT, REVENUE, OR DATA), ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE SOFTWARE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF T&B EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID BY CUSTOMER TO T&B.

THIS AGREEMENT PROVIDES CUSTOMER WITH SPECIFIED LEGAL RIGHTS AND CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS OF WARRANTIES, SO THE ABOVE WARRANTY, DISCLAIMER AND LIMITATIONS OF LIABILITY OR EXCLUSIONS MAY NOT APPLY.

8. Export Restrictions. Customer agrees that it will not export or re-export Software to any country, person, or entity subject to U.S. export restrictions. Customer specifically agrees not to export or re-export Software (a) to any country that the U.S. has embargoed or restricted the export of goods or services or (b) to any national of any such country who intends to transmit or transport the products back to such country.

9. Term and Termination. This Agreement shall commence on the Agreement Date and shall continue in effect unless terminated in accordance with the termination procedures set forth herein. Either Party may terminate this Agreement upon written notice to the other party if the other party materially breaches any obligation and fails to cure such breach within thirty (30) days after receiving notice. Either Party shall also have the right to terminate this Agreement upon notice to the other if the other Party: (i) terminates or ceases operating its business in the normal course; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (iv) has wound up liquidated, voluntarily or otherwise, and in the case of (ii) and (iii), above, if the condition has not been cured within sixty (60) days. Upon the termination or expiration of this Agreement, or upon a request by either party hereto: (i) all outstanding payments to the other party shall promptly be paid in full; (ii) all Confidential Information of one party in the possession of the other shall be promptly returned (or, at the other party's written instruction, destroyed). Upon termination or cancellation of this Agreement, Customer agrees to return or destroy/disable Software so that it is no longer usable and to make no further use of Software. The restrictions in the following Sections shall survive the termination or expiration of this Agreement: 4, 5, 6, 7, 8, 9 and 10.

10. General Terms. Neither this Agreement nor any rights granted hereunder may be assigned, or otherwise transferred by Customer, and any such attempted transfer shall be void without the advance written consent of T&B, such consent not to be unreasonably withheld or delayed. This Agreement shall be binding upon and shall inure to the benefit of the Parties' permitted successors and assigns. This Agreement is governed by Commonwealth of Massachusetts law, without regard to conflicts of law principles. A waiver of any breach of this Agreement shall not constitute a waiver of any other breach or covenant of the Agreement. A waiver shall not be effective unless made in writing. Neither Party shall be liable for any delay or failure due to acts of God, natural disaster, labor disputes, changes in government policy/law, riots, war, epidemics, acts or omissions of vendors or suppliers, transportation difficulties, disruptions caused by the Internet or service providers, or other occurrences which are beyond either Party's reasonable control (collectively, "***Force Majeure***"). If T&B is delayed in the performance of any delivery of Software or provision of services for reasons beyond its control, such delivery or services shall take place as soon as is reasonably possible. This Agreement contains the full understanding between the Parties and supersedes all prior representations or agreements, whether oral or written. The Agreement may only be changed by a mutually executed document. This Agreement may be signed in counterparts and will constitute a single Agreement.

00-51000
October 9, 2017

Mr. Paul Rafuse
Superintendent
Townsend Water Department
540 Main Street
West Townsend, MA 01474

Re: **ArcGIS Online Implementation**

Dear Mr. Rafuse:

Tighe & Bond is pleased to provide the Townsend Water Department with the following proposal for an ArcGIS Online Implementation.

Scope of Services

ArcGIS Online Implementation

Tighe & Bond will organize and host the Water Departments GIS data providing the ability to view and modify existing infrastructure using ESRI's ArcGIS Online system. Creation of new features, modification of attributes, and tracking of maintenance activities will be configured using ESRI's Collector application.

The ArcGIS Online system will provide the Water Department with the following capabilities:

- View and edit existing utility data
- Create new features
- Modify attributes
- Turn individual layers on and off
- Search by address and GIS layers
- Access and update linked service cards
- Take and attach photos to individual assets
- Record maintenance, inspection and repair activities



GIS Data Development

Tighe & Bond will create a GIS layer of customer locations using existing town parcel data. Scanned water service cards provided by the Water Department will be linked to customer locations using address information contained on the service cards. Tighe & Bond will document any service cards that do not contain address information matching the parcel data. Resolving the locations of customers on the exception list will be addressed by the Water Department using the ArcGIS online application.

The GIS data will be hosted and configured to provide access to the data online from an office computer, mobile devices, and offline if necessary. Access to the application will be restricted to specific named user accounts. As part of this project, Tighe & Bond will provide hosting

and one ArcGIS Online user account to the Water Department for a one-year period. If Townsend's user base grows beyond the need for a single licensed user, Tighe & Bond will facilitate the purchase, and configuration of a 5-user ArcGIS Online organizational account from Esri. Current pricing for a 5-user account is \$2,500.

ArcGIS Online Training

After configuring the ArcGIS Online application, Tighe & Bond will conduct up to 8 hours of on-site, telephone and web based training for the Water Department office and field staff in the use of the ArcGIS Online and applications. Training will be tailored to the appropriate staff roles and include the following:

- ArcGIS Online administrative activities
- Installation of applications on mobile device and office computers
- Basic use of application
- Viewing, editing, updating of GIS data and attachments
- Best practices and workflows

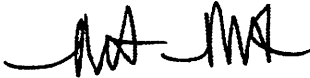
Fee

Tighe & Bond will perform the ArcGIS Online Implementation for a lump sum fee of **\$6,000** (Implementation and Training \$4,000, GIS Hosting \$2,000), invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement. Additional annual hosting terms will be offered by written amendment.

We look forward to providing an ArcGIS Online Implementation to the Townsend Water Department. If you have any questions regarding this proposal, please feel free to contact Sam Swartwout at (508) 471-9640, or Nat Norton at (508) 471-9608.

Very truly yours,

TIGHE & BOND, INC.



Nathaniel C. Norton
GIS Director



Sam Swartwout, GISP
Senior GIS Analyst

Enclosures: Terms & Conditions

Acceptance

On behalf of the Townsend Water Department, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

Enclosure: Terms & Conditions

J:\7100-General Proposals\Townsend\TownsendWater_ArcGISOnlineImplementation.docx

Please Note: Customer is purchasing a license to use the "Tighe & Bond Software" (hereinafter "Software". The Software is owned and remains the property of Tighe & Bond, Inc. (hereinafter "T&B") and is protected by copyright and other intellectual property laws.

General Terms

1. SCHEDULE OF PAYMENTS

1.1 Payment for GIS Web Hosting services are generally due upon deployment of Website. Invoices for services other than Web Hosting will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to T&B shall be made on the basis of invoices submitted by T&B and approved by Customer. If requested by Customer, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the Customer shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, Customer will reimburse T&B for all reasonable attorneys' fees and court costs.

1.4 If Customer fails to make payment in full within 30 days of the date due for any undisputed billing, T&B may, after giving seven days' written notice to Customer, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, T&B will have no liability to Customer for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 Customer and T&B each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. T&B shall not assign, sublet or transfer its interest in this Agreement without the written consent of Customer, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between Customer and T&B and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both Customer and T&B.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against Customer or against T&B.

3. STANDARD OF CARE

3.1 In performing professional services, T&B will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of

substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, Customer may terminate this Agreement for its convenience at any time by giving written notice to T&B. In the event of any termination, Customer will pay T&B for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. OWNERSHIP OF DOCUMENTS

5.1 Electronic Data Bases - In the event that T&B prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by Customer and T&B that such project deliverables will be used and perhaps modified by Customer and that T&B's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once Customer accepts the delivery of maps, databases, or similar documents developed by T&B, ownership is passed to Customer. T&B will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

6. INSURANCE

6.1 T&B will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. T&B will furnish certificates at Customer's request.

6.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of T&B to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or T&B's compensation for consulting services, whichever is greater.

6.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Customer nor T&B, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Customer and T&B shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

7. INDEMNIFICATION AND DISPUTE RESOLUTION

7.1 T&B agrees, to the fullest extent permitted by law, to indemnify and hold Customer harmless from any damage, liability or cost to the extent caused by T&B's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom T&B is legally liable. T&B is not obligated to indemnify Customer in any manner whatsoever for Customer's own negligence.

7.2 Customer agrees, to the fullest extent permitted by law, to indemnify and hold T&B harmless from any damage, liability or cost to the extent caused by Customer's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom Customer is legally liable. Customer is not obligated to indemnify T&B in any manner whatsoever for T&B's own negligence.

7.3 Customer agrees that any and all limitations of T&B's liability, waivers of damages by Customer to T&B shall include and extend to those individuals and entities T&B retains for performance of the services under this Agreement, including but not limited to T&B's officers, partners, and employees and their heirs and assigns, as well as T&B's subconsultants and their officers, employees, and heirs and assigns.

7.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, Customer and T&B agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, Customer and T&B further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

Software Terms

1. Grant of Customer License. Software and any accompanying documentation provided to Customer hereunder are licensed, not sold, to Customer for use solely under the terms of this Agreement. T&B hereby grants to Customer a limited, nonexclusive, nontransferable license to possess, access and use Software on a single server with up to the number of concurrent users as specified in the ORDER FORM or as updated by any written Addendums thereto, for the principal business or municipal purposes of Customer only.

2. Maintenance and Technical Support (Maintenance Program). Maintenance and Technical Support services are available directly by T&B. Such services are subject to the timely payment of the applicable annual Maintenance and Technical Support fees set forth in the ORDER FORM. T&B technical support is available from 8:00am to 5:00pm, Eastern Time, on all weekdays other than Federal holidays. T&B support shall include answering questions from Customer over the telephone or e-mail.

3. Intellectual Property Rights and License Restrictions. Software, and all components thereof and all proprietary materials used by T&B, or delivered or provided by T&B to Customer in the course of this Agreement is, and shall at all times remain, the sole and exclusive property of T&B, including, without limitation, all worldwide Intellectual Property Rights embodied in, related to, or represented by, Software or any version thereof. "**Intellectual Property Rights**" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including moral rights and similar rights.

Customer may not copy, alter, modify, adapt, translate, or create derivative works based upon Software or any part of it, except and only to the extent that such activity is

expressly permitted by applicable law notwithstanding this limitation. Customer may not de-compile, reverse engineer, disassemble or otherwise reduce Software. Customer may not rent, lease, sublease, re-license or otherwise make available Software (other than allowing access to Customer's data through the use of Software), in whole or in part, to third parties or use Software as part of a commercial service bureau, outsourcing, timesharing, or affiliate program environment.

4. Confidentiality. Each Party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event use less than reasonable efforts. "**Confidential Information**" means information that a disclosing party considers to be confidential, including but not limited to business and technical information, marketing plans, research, designs, plans, methods, techniques, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing. Confidential Information shall not include information which: (i) is, or as of the time of its disclosure or thereafter, becomes part of the public domain through a source other than the receiving party; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party; (iv) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (v) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy.

5. Warranty. T&B represents and warrants that it has the rights to grant the license and other rights to Customer hereunder. Software supplied by it under this Agreement will not infringe upon the U.S. copyright, patent or trademark of any third party and Software media provided hereunder to be free of defects for a period of ninety (90) days from the date of purchase. During this period, T&B will replace at no cost any such defective media returned to T&B.

6. Indemnification. T&B agrees to indemnify and hold harmless Customer and its officers, directors, agents and employees from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) attributable to the use of Software infringing the U.S. patent or copyright or utilizing the trade secret misappropriation from any third party, provided that, (i) Customer promptly notify T&B in writing of any and all known threats, claims and proceedings related thereto, (ii) T&B shall have the sole control of the defense and/or monetary settlement thereof, (iii) Customer to furnish T&B, upon request, reasonable information available to Customer for such defense, and (iv) Customer provides T&B with reasonable assistance in the defense at the sole cost of T&B.

The foregoing obligation of T&B does not apply with respect to any intellectual property (a) not supplied by T&B, (b) combined with other products, processes or materials, to the extent the alleged infringement relates to such combination and such combination was not authorized by T&B, or (c) to the extent that Customer's use of the Software is not in accordance with this Agreement.

If any Software becomes, or in T&B's opinion is likely to become, the subject of a claim of infringement, T&B will, at its option, (i) procure for Customer the right to continue using Software; (ii) replace Software with a non-infringing product substantially complying with Software's specifications and functionality; (iii) modify Software so it becomes non-infringing and performs in a substantially similar manner to the original Software; or (iv) upon failure of the foregoing, Customer will cease any infringing use of Software and T&B will refund the license fees paid T&B for the infringing Software, less a reasonable allowance for use. This section states the entire liability of T&B, its affiliate and representatives for infringement by any Software.

Customer agrees to indemnify and hold harmless T&B and its officers, directors, agents and employees from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with Customer's improper use of Software, provided that, (i) T&B promptly notifies Customer in writing of any and all known threats, claims and proceedings related thereto, (ii) Customer shall have the sole control of the defense and/or monetary settlement thereof, (iii) T&B to furnish Customer, upon request, reasonable information available to T&B for such defense, and (iv) T&B provides Customer with reasonable assistance in the defense at the sole cost of Customer.

7. Disclaimer and Limitations of Liability.

T&B DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF THE SOFTWARE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE OR (ii) THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT AS PROVIDED HEREIN, THE SOFTWARE IS PROVIDED TO CUSTOMER "AS-IS". T&B DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LICENSE FEES PAID FOR THE SOFTWARE DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT, REVENUE, OR DATA), ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE SOFTWARE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF T&B EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID BY CUSTOMER TO T&B.

THIS AGREEMENT PROVIDES CUSTOMER WITH SPECIFIED LEGAL RIGHTS AND CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS OF WARRANTIES, SO THE ABOVE WARRANTY, DISCLAIMER AND LIMITATIONS OF LIABILITY OR EXCLUSIONS MAY NOT APPLY.

8. Export Restrictions. Customer agrees that it will not export or re-export Software to any country, person, or entity subject to U.S. export restrictions. Customer specifically agrees not to export or re-export Software (a) to any country that the U.S. has embargoed or restricted the export of goods or services or (b) to any national of any such country who intends to transmit or transport the products back to such country.

9. Term and Termination. This Agreement shall commence on the Agreement Date and shall continue in effect unless terminated in accordance with the termination procedures set forth herein. Either Party may terminate this Agreement upon written notice to the other party if the other party materially breaches any obligation and fails to cure such breach within thirty (30) days after receiving notice. Either Party shall also have the right to terminate this Agreement upon notice to the other if the other Party: (i) terminates or ceases operating its business in the normal course; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (iv) has wound up liquidated, voluntarily or otherwise, and in the case of (ii) and (iii), above, if the condition has not been cured within sixty (60) days. Upon the termination or expiration of this Agreement, or upon a request by either party hereto: (i) all outstanding payments to the other party shall promptly be paid in full; (ii) all Confidential Information of one party in the possession of the other shall be promptly returned (or, at the other party's written instruction, destroyed). Upon termination or cancellation of this Agreement, Customer agrees to return or destroy/disable Software so that it is no longer usable and to make no further use of Software. The restrictions in the following Sections shall survive the termination or expiration of this Agreement: 4, 5, 6, 7, 8, 9 and 10.

10. General Terms. Neither this Agreement nor any rights granted hereunder may be assigned, or otherwise transferred by Customer, and any such attempted transfer shall be void without the advance written consent of T&B, such consent not to be unreasonably withheld or delayed. This Agreement shall be binding upon and shall inure to the benefit of the Parties' permitted successors and assigns. This Agreement is governed by Commonwealth of Massachusetts law, without regard to conflicts of law principles. A waiver of any breach of this Agreement shall not constitute a waiver of any other breach or covenant of the Agreement. A waiver shall not be effective unless made in writing. Neither Party shall be liable for any delay or failure due to acts of God, natural disaster, labor disputes, changes in government policy/law, riots, war, epidemics, acts or omissions of vendors or suppliers, transportation difficulties, disruptions caused by the Internet or service providers, or other occurrences which are beyond either Party's reasonable control (collectively, "**Force Majeure**"). If T&B is delayed in the performance of any delivery of Software or provision of services for reasons beyond its control, such delivery or services shall take place as soon as is reasonably possible. This Agreement contains the full understanding between the Parties and supersedes all prior representations or agreements, whether oral or written. The Agreement may only be changed by a mutually executed document. This Agreement may be signed in counterparts and will constitute a single Agreement.



63

TOWNSEND WATER DEPARTMENT

540 Main Street West Townsend, Massachusetts 01474

Nathan Mattila, Chairman

Lance Lewand, Vice Chairman

Michael MacEachern, Clerk

Paul L. Rafuse,
Water Superintendent

TOWN OF TOWNSEND
WATER DEPARTMENT

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

NO. 18-3

9/30/2017

SCHEDULE OF BILLS RECEIVABLE

To the Accountant: Lauri Plourde

The following bills, amounting in the aggregate to

FIVE THOUSAND FOUR HUNDRED THIRTEEN DOLLARS AND 64/100

are herewith committed for collection.

<u>DATE</u>	<u>USER CHARGES</u>	<u>SERVICE CHARGES</u>	<u>CONN CHARGES</u>	<u>BACK FLOW</u>	<u>TOTAL</u>
09/30/17	2,066.00	1,151.49	-	-	3,217.49

BOARD OF WATER COMMISSIONERS

Nathan Mattila, Chairman

Lance Lewand, Vice-Chairman

Michael MacEachern, Clerk

6.4

FISCAL YEAR 18 SUMMARY
TOWNSEND WATER DEPARTMENT - ACCOUNTS RECEIVABLE
September 30, 2017

UNCOLLECTED FROM JUNE 30, 2017

110,573.09

CHARGED 09/01/16- 09/30/17

	9/30/2017	Previous Balance	Total
USER CHARGES	2,066.00	243,972.00	246,038.00
SERVICE CHARGES	1,151.49	7,649.59	8,801.08
CONNECTION CHARGES	0.00	0.00	0.00
LATE CHARGES	1,906.01	4,076.55	5,982.56
BACKFLOW	0.00	0.00	0.00
SUBTOTAL	5,123.50		
TOTAL CHARGES			260,821.64

260,821.64

371,394.73

RECEIVED 09/01/17 09/30/17

	9/30/2017		
USER CHARGES	20,504.95	215,803.28	236,308.23
SERVICE CHARGES	800.73	7,405.36	8,206.09
CONNECTION CHARGES	0.00	0.00	0.00
LATE CHARGES	1,774.67	2,994.41	4,769.08
BACKFLOW	100.00	50.00	150.00
SUBTOTAL	23,180.35		
TOTAL RECEIPTS			249,433.40

249,433.40

SENT TO LIEN
 LIENS COLLECTED
 ABATEMENTS
 ADJUSTMENTS
 AJD TO MASTER
 UNCOLLECTED

0.00

-574.73

350.00

122,186.06

371,394.73

OUTSTANDING:

USER CHARGES	\$ 109,050.99
SERVICE CHARGES	1,803.48
CONNECTION CHARGES	0.00
LATE CHARGES	10,931.59
BACKFLOW	400.00
TOTAL OUTSTANDING	\$ 122,186.06