

WELLESLEY BOARD OF PUBLIC WORKS RECORDS
May 22, 2012

The Wellesley Board of Public Works held a duly posted open meeting in the Boardroom in the Utility Building, 2 Municipal Way, convening at 4:30 p.m.

PRESENT

Those present included Chairman David A.T. Donohue and Commissioners Paul L. Criswell and Owen H. Dugan; Director Michael P. Pakstis; Assistant Director Judith A. Curby; Engineer David J. Hickey; Senior Management Analyst David A. Cohen; Executive Secretary Frances Fallon; and Advisory Subcommittee member Rich Woerner.

APPROVAL OF MINUTES

Upon motion duly made by Mr. Criswell and seconded by Mr. Donohue, it was unanimously,

VOTED: To approve the Open Session minutes of the meeting of April 17, 2012, as presented.

CITIZEN SPEAK

The Chairman presented those in attendance with the opportunity to speak. No one chose to speak.

ADMINISTRATION

Chairman Donohue welcomed Owen Dugan who was recently appointed by the Board of Selectmen to fulfill the remainder of the term vacated by former BPW Chairman William E. Charlton. Mr. Dugan has agreed to serve until the Town elections to be held in March 2013.

Following a brief discussion and upon motion duly made by Mr. Criswell and seconded by Mr. Donohue it was unanimously,

VOTED: To elect Owen H. Dugan Secretary of the Board of Public Works effective May 22, 2012.

Statement of Fact Activity Report. The Director referred to recent activity listed on the report.

WELLESLEY BOARD OF PUBLIC WORKS RECORDS

May 22, 2012

2

Next BPW Meeting. It was suggested the next meeting BPW be held on either Monday, June 18 or Wednesday, June 20 at 5:30 p.m. A final date will be decided upon following confirmation of Chairman Donohue's availability to attend.

Accident summaries. The Director referred to the summary of personal injury and vehicle incidents to date and responded to specific inquires and comments from the Board. Also referenced was the Safety Spotlight for the month of April with a focus on "Personal Protection Equipment (PPE)".

DPW Operations Building Project Update. The Director provided a status update on the project and informed the Board that the next major piece of construction work will be the roof work. Exterior brick work will begin within the next week, as well as interior studding. Electrical work is ongoing. It was noted that the number of change orders required for this project have been few in number. The projected timeframe for completion remains late September/early October.

Special Town Meeting (STM) June 13, 2012. The Director referred to a copy of the Community Preservation Committee's Application related to the Comprehensive Plan for the Management of Morses Pond which included a brief description of the project; goals; community need; Time Line; Maintenance/ongoing costs; Other pertinent information (zoning changes, etc) ; Amount of CPA Request; and Other funding sources(s) and amount(s) of funding.

Upon motion duly made by Mr. Criswell and seconded by Mr. Dugan, it was unanimously,

VOTED: To support the Comprehensive Plan for the Management of Morses Pond.

The Board and Staff then reviewed more specific information related to the Articles to be voted upon at STM.

"Article 2. To see if the Town will vote to acquire by purchase, gift, eminent domain, or otherwise, real property located at 900-910 Worcester Street, commonly known and referred to as the Saint James the Great site, for municipal purposes including without limitation, open space and recreational purposes....."

"Article 4. To see what sum of money the town will raise and appropriate, or otherwise provide for the purpose of pond restoration and protection, including but not necessarily limited to dredging, pond rehabilitation, wetlands enhancements, in-stream treatment, permitting, public education, engineering, and other professional services...."

WELLESLEY BOARD OF PUBLIC WORKS RECORDS

May 22, 2012

3

License Agreement – Roman Catholic Archbishop of Boston. Upon review of the License Agreement provided to use the St. James Church parking lot located at 910 Worcester Street, Wellesley, Massachusetts for the period September 1, 2012 to January 31, 2013 for purposes described within the agreement.

Following a discussion and upon motion duly made by Mr. Criswell and seconded by Mr. Dugan, it was unanimously,

VOTED: To approve and execute the License Agreement as presented to the Board of Public Works. (Copy attached.)

PARK & TREE DIVISION

Statement of Fact: Contract #13S-430-1467 – Hunnewell Tennis Courts – Surface Repairs & Painting.

Following a brief discussion and upon motion duly made by Mr. Criswell and seconded by Mr. Dugan, it was unanimously,

VOTED: That Contract #13S-430-1467 – Hunnewell Field Tennis Courts – Surface Repairs & Painting be awarded to New England Sealcoating Co., Inc., 120 Industrial Park Road, Hingham, MA 02043, the total bid price of \$45,004.00.

WATER & SEWER DIVISION

Statement of Fact: Contract #12C-470-1455 – Recycling and Disposal Facility Sewer and Water Line Replacement. The Director reviewed the bid recommendation prepared by Systems Engineer Blake Lukis.

Following a brief discussion and upon motion duly made by Mr. Criswell and seconded by Mr. Dugan, it was unanimously:

VOTED: That Contract #12C-470-1455 for the Recycling and Disposal Facility Sewer and Water Line Replacement be awarded to N. Cibotti, Inc. of Braintree, MA all in accordance with our specifications, their unit bid prices and total price of \$184,899.66.

Capital Projects. The Board requested that Water & Sewer Capital projects done throughout the years be captured on a spreadsheet for tracking purposes.

Statement of Fact: Contract #11P-470-1444 – Construction Administration and Inspection Services of the Morses Pond Replacement Wells and Pump System Improvements. The Director reviewed the bid recommendation prepared by Systems Engineer Blake Lukis.

WELLESLEY BOARD OF PUBLIC WORKS RECORDS

May 22, 2012

4

Following a brief discussion and upon motion duly made by Mr. Criswell and seconded by Mr. Dugan, it was unanimously:

VOTED: That Contract #11P 470-1444 for the Construction Administration and Inspection Services of the Morses Pond Replacement Wells and Pump System Improvements be awarded to Wright-Pierce Consulting Engineers of Andover, MA for an upset limit of \$157,742.00

Water & Sewer Rates. The Assistant Director informed the Board that following a review of the projected FY12 and FY13 revenues and FY13 expenses for water and sewer by the Water and Sewer Division staff and the Management Division Staff, it was concluded that there is no need for a Water or a Sewer rate increase at this time.

It was recommended that the rates be reviewed again in the fall of 2012.

Proposed Revisions to Water Rules and Regulations. The Director reviewed the proposed revisions related to the Cross Connection Control Program Plan, as required by DEP, prepared by Water & Sewer Superintendent Joseph Duggan.

Following a discussion and upon motion duly made by Mr. Criswell and seconded by Mr. Dugan, it was unanimously,

VOTED: To approve the proposed revisions to the Cross Connection Control Program Plan portion of the Water Rules and Regulations, as presented. (Copy attached.)

Monthly Performance Report. The Director referred to the report prepared by Water & Sewer Superintendent Duggan for the month of April 2012.

Topics discussed in greater detail included the considerable amount of water which was purchased in April; operations of the wells at Wellesley Avenue and Morses Pond; broken water pipes at both the Weston Road Garden Club and the Brookside Community Gardens. It was noted that irrigation meters, water saving devices, leak detection in residential housing are contributing to lower sewer billing.

Water and Sewer Enterprise Funds Financial Statements. The Director referred to the financial statements for the month of April 2012 and responded to specific questions from the Board. An explanation was provided by Ms. Curby related to leak detection efforts and subsequent repairs made to hydrants as well as the impact those leaks had on water volume.

WELLESLEY BOARD OF PUBLIC WORKS RECORDS

May 22, 2012

5

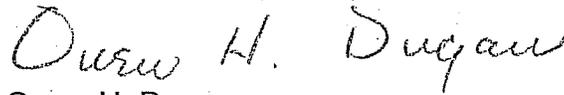
ADJOURNMENT

Upon motion duly made by Mr. Criswell and seconded by Mr. Dugan, it was unanimously,

VOTED: To adjourn.

The meeting adjourned at 5:25 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Owen H. Dugan". The signature is written in dark ink and is positioned above the printed name and title.

Owen H. Dugan
Secretary

DISCUSSION ITEMS
WELLESLEY BOARD OF PUBLIC WORKS MEETING
MAY 22, 2012
4:30 PM

APPROVAL OF MINUTES. Board to review Open Session Minutes of the meeting of April 17, 2012. **BOARD APPROVAL AND SECRETARY SIGNATURE REQUIRED.**

1. ADMINISTRATION

STATEMENT OF FACT ACTIVITY REPORT. Director to review recent activity. **NO BOARD ACTION REQUIRED.**

ACCIDENT SUMMARIES. Director to review summary of personal injury and vehicle incidents to date; reference to Safety Spotlight for the month of May with a focus on "Personal Protective Equipment". **NO BOARD ACTION REQUIRED.**

DPW OPERATIONS BUILDING PROJECT UPDATE. Director to provide status update. **NO BOARD ACTION REQUIRED.**

SPECIAL TOWN MEETING (STM) JUNE 13, 2012/COMMUNITY PRESERVATION COMMITTEE. Director to review CPC short form Preliminary Application as well as refer to STM Article 5: "Transfer of \$11,700 from Expenses to Personal Services Within Moses Pond Management Operating Budget to provide for 9 hours of Moses Pond work by NRC's Environmental Education Coordinator instead of Hiring an Outside Consultant – TRANSFER OF FUNDS ONLY – NO NEW APPROPRIATION". **BOARD APPROVAL REQUIRED.**

LICENSE AGREEMENT – ROMAN CATHOLIC ARCHBISHOP OF BOSTON. Director to refer to agreement for use of St. James Church parking lot related to Northern Basin Dredge and Town Beach Nourishment at Moses Pond. **BOARD APPROVAL AND BOARD SIGNATURES REQUIRED.**

3. PARK & HIGHWAY

STATEMENT OF FACT: CONTRACT 13S-430-1467 - HUNNEWELL TENNIS COURTS PAINTING & CRACKSEALING. Director to review bid recommendation prepared by Assistant Park Superintendent Michael Quinn. **BOARD VOTE AND SECRETARY SIGNATURE REQUIRED.**

5. WATER & SEWER

STATEMENT OF FACT: CONTRACT #12C-470-1455 – RECYCLING & DISPOSAL FACILITY WATER AND SEWER MAIN REPLACEMENT. Director to review bid recommendation prepared by Systems Engineer Blake Lukis. **BOARD VOTE AND BOARD SIGNATURES REQUIRED.**

STATEMENT OF FACT: CONTRACT # 11P-470-1444 - CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES OF THE MORSES POND REPLACEMENT WELLS AND PUMP SYSTEM IMPROVEMENTS. Director to review Bid Recommendation prepared by Systems Engineer Blake Lukis. **BOARD VOTE AND SECRETARY SIGNATURE REQUIRED.**

WATER/SEWER RATES. Assistant Director to refer to memorandum prepared regarding no need for rate adjustment as of July 1. **NO BOARD ACTION REQUIRED.**

PROPOSED REVISIONS TO WATER RULES AND REGULATIONS. Director to review proposed revisions prepared by Water & Sewer superintendent Joseph Duggan. **BOARD APPROVAL REQUIRED.**

MONTHLY PERFORMANCE REPORT. The Director referred to the report prepared by Water & Sewer Superintendent Duggan for the month of April 2012. **NO BOARD ACTION REQUIRED.**

WATER & SEWER ENTERPRISE FUNDS FINANCIAL STATEMENTS. Director to refer to the Financial Statements for the month of April 2012. **NO BOARD ACTION REQUIRED.**

7. FYI

- Ltrs. to various residents re: properties which have potentially hazardous trees and/or encroachment into town right of way.

License Agreement

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, A CORPORATION SOLE, organized in accordance with Chapter 506 of the Massachusetts Acts of 1897, 66 Brooks Drive, Braintree, MA 02184 ("Licensor" including its successors and assigns), hereby gives the Town of Wellesley, Massachusetts ("Licensee"), a license, terminable as hereinafter provided, to use the St. James Church parking lot located at 910 Worcester Street, Wellesley, Massachusetts ("Parking Lot") for the period from September 1, 2012 to January 31, 2013, for the purposes described in Section 1 below. The Parking Lot is licensed "as is" without any warranties or representations. The licensee hereby agrees to the conditions and terms set forth below:

1. Licensee represents and covenants as follows: The purpose of the License is to facilitate Licensee's dredging of material from the northern basin of Morses Pond. The dredge material will be hydraulically pumped into geo-tubes that will be temporarily stored in the Parking Lot. The material must be dewatered by Licensee so that it can be transported in trucks for disposal. Once the material has been properly dewatered, the geo-tubes will be opened and the material will be loaded into trucks and disposed of at a lined or unlined landfill. All of the water from the dewatering operation will flow back into Morses Pond.

Licensee represents and warrants that analytical data collected on the dredge material has been performed and there is no hazardous material present within the dredge footprint.

2. Said license may be revoked by the Licensor or terminated by the Licensee, upon thirty (30) days prior written notice mailed by registered mail addressed to the other party as provided herein. Notwithstanding the above, this license shall terminate upon conveyance by the Licensor of said land or January 31, 2013, whichever occurs first. Further, this license shall immediately terminate if this instrument shall be recorded by or on behalf of the Licensee or by or on behalf of anyone claiming by, through or under the Licensee.

3. The license hereby given shall be personal to the Licensee and shall not be assignable by the Licensee nor shall the Licensee collect a fee from third parties for use of the Parking Lot.

4. The Licensee agrees that the license shall be at all times subordinate to the right of the Licensor to use said land for its purposes in its unlimited discretion.

5. The Licensee hereby agrees (a) not to make any alterations, additions or improvements to the land or Parking Lot including signs without obtaining the permission of the licensor in writing, which the Licensor may give or withhold in its unlimited discretion; (b) to remove any alterations, additions or improvements made when required to by Licensor; (c) to return the Parking Lot to its condition as of the effective date of this license ("Original Condition"), including, but not limited to, cleaning up spilled dredge material in compliance with law, repairing any water damage and any ingress or egress used by licensee, upon termination of this license; and (d) if the licensee has not removed the alterations, additions or improvements when required by Licensor within sixty (60) days after notice or following termination of this license whichever occurs sooner, or has not returned the Parking Lot and any ingress or egress to its Original Condition upon termination, the Licensor may remove, replace or repair the alterations, additions or improvements, and may perform such clean-up and repair as is required to return the Parking Lot to its Original Condition, excepting reasonable wear and tear similar to that caused by normal private passenger automobile use, and the Licensee will reimburse the Licensor for the cost of such removal, clean-up, and repair upon demand. Any alterations, additions or improvements permitted by the Licensor shall be in conformance with all appropriate governmental approvals, and any specifications or plans submitted to the Licensor

for its review and approval. Licensee further agrees to remove any equipment from the Parking Lot upon termination. This provision shall survive termination or expiration of the Licensee.

6. Licensee shall keep the Parking Lot free of ice and snow for the duration of this license.

7. Licensee's use is limited to the purposes described in Section 1.

8. In the event real estate taxes are assessed to said land or a portion of said land as a result of the Licensee's use, the Licensee shall promptly reimburse the Licensor for such tax, within ten (10) days after delivery of the tax bill to the Licensee.

9. The Licensee hereby agrees to indemnify, defend and hold harmless the Licensor, its agents, servants, officers, representatives and employees from and against any and all loss or injury (including death) to any person whatsoever, damage to any property of the Licensor, the Licensee or any other person whatsoever, and any other claims, causes of action or administrative or regulatory actions, arising out of or in connection with, or alleged to have arisen out of or in connection with, Licensee's use of the Parking Lot, including without limitation any such matter arising out of the dredged material constituting hazardous material under any applicable federal, state or local law. Licensee further agrees the Licensor, its agents, servants, officers, representatives and employees exercise no supervision or control of the land and Parking Lot when being used by Licensee. This provision shall survive termination or expiration of the License.

10. At all times during which Licensee or its invitees use the Parking Lot and land, the Licensee shall maintain commercial general liability and property damage insurance in at least the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, under which Licensor is named as an additional insured, insurance of the type and limits required by

the Licensor in writing from time to time. Licensee shall deliver to the Licensor a Certificate or Certificates of Insurance evidencing insurance coverage, in amounts as required by the Licensor from time to time, and naming the Licensor as additional named insured.

11. In using the Parking Lot and land the Licensee will at all times observe and comply with all applicable federal, state and local laws, regulations and ordinances, and obtain all necessary permits and approvals for the performance of the work authorized hereby. Licensee will promptly notify Licensor if it becomes aware of any violation or potential violation of any such law, permit or approval.

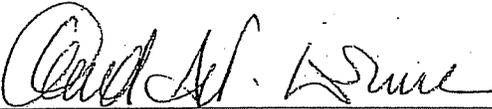
12. Notice to Licensor shall be sent to Archdiocese of Boston, 66 Brooks Drive, Braintree, MA 02184, Attn: Real Estate Department. Notice to Licensee shall be sent to: Department of Public Works, 2 Municipal Way, Wellesley, MA 02481, Attention: Engineering Division.

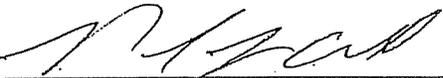
13. The persons signing this license represent and warrant that they have full power and authority to execute and deliver this license on behalf of the party for whom they have signed.

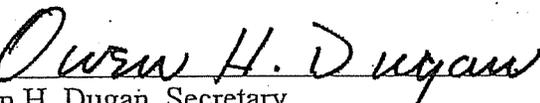
WITNESS the execution hereof in duplicate, this _____ day of May, 2012.

LICENSEE

TOWN OF WELLESLEY
MASSACHUSETTS BOARD OF PUBLIC
WORKS

By: 
David A.T. Donohue, Chairman

By: 
Paul L. Criswell, Vice Chairman

By: 
Owen H. Dugan, Secretary

LICENSOR

ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

By: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Albert S. Robinson, Town Counsel

Date

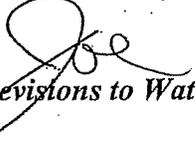
ATTACHMENT 1B
MAY 22, 2012 11:05ES

Memorandum



Water & Sewer Division

RECEIVED
2012 MAY 15 AM 9:19
OFFICE OF THE DIRECTOR
OF PUBLIC WORKS
TOWN OF WELLESLEY

To: Mike Pakstis
From: Joe Duggan 
Subject: Proposed Revisions to Water Rules and Regs
Date: May 15, 2012

While formulating our Cross Connection Control Program Plan, as required by DEP, I discovered that our existing Rules and Regs are deficient in that they only explicitly allow us to terminate water service for two violations of the regulations, namely for payment delinquency and violation of Town Bylaw Article 49, the outdoor watering ban. Other violations are without specified consequences.

Therefore I have made the following proposed revisions:

I have added:

- (1) the Director to the definitions to serve as the person to give notice of any violations; hence the Board of Public Works can serve for appeals;
- (2) 37054(b), the paragraph concerning cross connection violations specifically now states the consequence of water service termination;
- (3) a new section 37055. CONSEQUENCES OF NONCOMPLIANCE, which details two circumstances of violation notice, namely for immediate potential health impacting violations and for less immediate procedural violations, and for a process of appeal.

Apparently DEP's requirement to have all utilities upgrade their Cross Connection Control Program Plans was in part motivated by DEP's realization that many such regulatory weaknesses do exist throughout the state.

The proposed regulations are attached. If you have any questions, or comments, I will be eager to address them.

Enclosure: Article 3700 Water Use Rules and Regulations with proposed revisions

✓ FTR/DR

TOWN OF WELLESLEY
DEPARTMENT OF PUBLIC WORKS
WATER RULES AND REGULATIONS

ARTICLE 3700

3701. DEFINITIONS

- (a) Account shall mean the agreement to receive water from the Wellesley Water System. Each account shall be metered and the consumption of water registered thereon shall be billed in accordance with the provisions of the applicable rate schedule.
- (b) Applicant shall mean a person, persons, corporation or association who applies for an Account, as described under these rules and regulations.
- (c) ANSI shall mean the American National Standards Institute, Inc.
- (d) Assessors shall mean the office staff of the Wellesley Board of Assessors.
- (e) AWWA shall mean the American Water Works Association.
- (f) Backflow shall mean the flow of water, other liquids, or the mixture of water with other liquids from a source that is not potable water into a potable water pipe.
- (g) Backflow Prevention Device shall mean a mechanical piping assembly, which provides a method to prevent backflow. Such device shall be approved by the Massachusetts Department of Environmental Protection (DEP). A categorization of the type of such devices is given in DEP regulations 310 CMR 22.22.
- (h) Board shall mean the Town of Wellesley, Board of Public Works. This Board of Public Works is designated as the Water Commissioners of the Town of Wellesley and thereby is empowered by Chapter 166 of the Massachusetts Legislature of 1883 and other Acts of the Massachusetts Legislature to provide and distribute water to the Town and to collect monies for the construction, operation and maintenance of such a water supply and distribution system.
- (i) Customer shall mean the person or party responsible for an Account, as described under these Rules and Regulations.
- (j) Cross-connection shall mean any actual or potential connection between a distribution pipe of potable water from a public water system and any water source, which is not of potable water, or of any pipe or vessel, which is not composed of material approved by the AWWA and / or the NSF for use as a potable water pipe.

- (k) DEP shall mean the Massachusetts Department of Environmental Protection, which is the regulatory agency for the Federal Safe Drinking Water Act.
- (l) Department shall mean the Town of Wellesley, Department of Public Works, which acts under the authority of the Board of Public Works.
- (la) Director shall mean the Director of the Town of Wellesley, Department of Public Works.
- (m) Disconnect/Connect Service shall mean the process of shutting off the curbstop valve and the house shut-off valve and removing the water meter as well as the reverse process. This process can be performed at the request of the customer or as the result of delinquent accounts. Charges for this action shall be stated in the Schedule of Rates.
- (ma) Excavation and Trench Safety Regulations, Massachusetts Department of Public Safety (DPS) Regulations, 520 CMR 14.00. Chapter 82A of the Massachusetts General Laws has authorized the DPS to promulgate rules and regulations relating to trench safety. Trenches for water pipe construction and repair are required to comply with these regulations.
- (n) Meter shall mean a device installed for the measurement, record, and communication of water taken from the Service Connection and be applied to each Account. The meter type and construction shall be approved by the Department.
- (o) Meter, Domestic shall mean the meter installed for the measurement of water taken from the Service Connection that is used within the customer's property. If no Irrigation Meter is installed, the water measured shall be for any use.
- (p) Meter, Irrigation shall mean the meter installed for the measurement of water used only outside of the building and which does not drain into the sanitary sewer.
- (q) Meter Test Accurate shall mean that the results of a meter test conducted by, or for, the Department indicate that the meter measures one hundred and two percent (102%), or less, of the actual volume delivered through the meter during the test.
- (r) MWRA shall mean the Massachusetts Water Resources Authority. This Authority being a regional water supply utility established by Chapter 372 of the Massachusetts Legislature of 1984 and of which the Wellesley Department of Public Works is a member.
- (ra) NSF shall mean the National Sanitation Foundation, International, which is an independent, private, not-for-profit third party certification, testing, and standards-writing organization accredited by the ANSI.

- (s) Plumbing Code shall mean the rules and regulations described in Commonwealth of Massachusetts Regulations (248 CMR) concerning Fuel Gas and Plumbing Codes.
- (t) Potable Water shall mean water from any source, which is approved by the DEP for human consumption.
- (u) Potable Water Pipe shall mean pipe, which is approved to convey potable water. The material composition of such pipe shall be approved by the Department and must conform to the AWWA/ANSI Standards and to the Plumbing Code, as appropriate.
- (v) Service Connection shall mean the pipe, which conveys water from the water main to the customer building.
- (w) Subdivision shall mean the division of a tract of land into two or more lots and shall conform to the Wellesley Planning Board's Rules and Regulations Governing the Subdivision of Land in Wellesley, MA.
- (wa) Submetering shall mean the metering of the water use of individual renters by a landowner according to Massachusetts General Laws Chapter 186, Section 22.
- (x) Water Main shall mean water pipe that is part of the public water distribution system. Such pipe shall be in the ownership of the Department.

37022.SCHEDULE OF RATES

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- (a) Schedule of Rates: All charges for water use and for work on services as described herein shall be computed in accordance with the Schedule of Rates on file with the Department. This Schedule of Rates shall be approved by the Board in accordance with the laws of the Commonwealth and shall be revised periodically as appropriate.

37033.CONNECTION TO AND WORK ON THE WATER SYSTEM

- (a) Application for Water Service: Written applications for water service shall be made by the owner or owners of the real estate for which service is being sent to the Department.
- (b) Availability of Service: The acceptance of an application for a water service account will be contingent upon the existence of a water main in the public way, or in the private way or other property upon which the property to be served abuts. Furthermore, the pressure and carrying capacity of the water main shall be sufficient to serve the applicant without adversely impacting the service to existing users. At a minimum the service connection shall have a residual water

pressure at street level of 20 pounds per square inch under all design conditions of flow.

- (c) Installation of Water Service Connections: All service connections shall be installed by the Department, or under its supervision and in accordance with its specifications. Installation, other than by the Department, shall be allowed only with the approval of the Department. Service connections made by the Department shall be installed at the expense of the applicant/customer, and in advance of the construction, in accordance with the Department's current Schedule of Rates.

That portion of a service connection installed within a public way shall be considered the property of the Department upon its construction and the Department shall be responsible for its maintenance. That portion of a service connection not lying in the public way shall be the property of the applicant/customer, who shall be responsible for its maintenance.

One service connection shall be installed per building, multiple building service connections shall be allowed only with the approval of the Department. Submetering of multiple customers within a building shall be in accordance with Section 3701.

The cost of the meter(s) shall be included in the service connection charges to the applicant/customer. However, once in service, the water meter(s) become the property of the Department and the Department shall be responsible for their maintenance.

When the installation is performed by others, under the supervision of the Department, the applicant/customer shall pay for all the construction and shall pay for the cost of the inspection of the construction by the Division. The cost of this inspection shall be in accordance with the current Schedule of Rates.

- (d) Extension of Water Mains: Requests for the extension of water mains must be made in writing to the Board. All water main extensions shall be constructed by the Department or under its supervision and in accordance with its specifications. When the extension is within a subdivision, it must be approved by the Wellesley Planning Board and all work must be completed in compliance with the requirements of such approval.

When the extension is concerned with the installation in a public or private way not in a subdivision, the Board of Public Works may decide to install the water main. In such cases assessments shall be levied and an Order of Construction shall be duly recorded in the Norfolk Registry of Deeds, which shall specify the ways by which water pipes are to be laid and shall describe such land upon which liens, or betterments, are to be imposed.

- (e) Special Assessments: the Board may levy assessments under Massachusetts General Laws Chapter 80, to meet costs hereinafter incurred by laying water pipes in public or private ways, the whole cost of laying such pipes shall be assessed upon the several parcels of land abutting the way in which it is laid in proportion to the number of potential parcels receiving benefit by the laying of water pipe. These assessments shall be levied provided that no such assessments shall be in excess of the benefit to the land assessed, from the laying of the water pipe for which the assessment is levied.

3704. USE OF THE WATER SYSTEM

- (a) Access to Premises: The Department shall have the right to access the customer's premises at all reasonable times under the Massachusetts General Laws Chapter 165, Section 11D, for the purpose of examining or maintaining meters, backflow prevention devices, pipes, fittings, and other work necessary for supplying or regulating the supply of water and of ascertaining the quality and quantity of the water supplied. The Department may terminate water service where an owner or user having received reasonable notice refuses properly identified Department personnel to enter or have access to the premises in accordance with these Water Rules and Regulations.
- (b) Cross-Connection Control: No person shall maintain upon premises served by the Department's water system a cross-connection, unless it is maintained in compliance with the DEP Regulations as per 310 CMR 22.22. Violations of these conditions may result in fines, termination of water service, or both.

Backflow prevention devices shall be approved by the Department and shall be tested by the Department, or its agents, in accordance with DEP Regulations. The cost for testing of such devices by the Department shall be the responsibility of the customer and the cost shall be in accordance with the Schedule of Rates.

- (c) Private Wells: Before any water well is constructed in the Town of Wellesley approval must be obtained from the Board. Following the completion of any well installation, an inspection must be conducted by a staff member designated by the Water and Sewer Division Superintendent to ensure the installation is done in accordance with all Town and State regulations, and does not create any cross-connections or the potential of any cross-connections with the potable water supply. For the purpose of advice to any prospective private well development, attention is directed to the Wellesley Board of Health regulations, which may also regulate the construction of wells, independent of these regulations. Also DEP regulations, particularly 310 CMR 36.00 (Massachusetts Water Resources Management Program), may apply to the construction of wells.
- (d) Water Use Restrictions: The Department reserves the right to impose temporary water use restrictions. The decision to implement such restrictions shall be in the

judgment of the Board as it deems necessary. Enforcement of water use restrictions may be enacted through Town ByLaw Article 49, Police Regulations, Paragraph 12b, Restrictions on the Use of the Town's Water Supply. Violations of these restrictions may result in fines and termination of service.

- (e) Delinquent Accounts: Delinquent accounts will be certified to the Assessors for the perfecting of liens on the real estate where the water service is supplied. The Department reserves the right to shut off its service to premises of any delinquent account. Before such service can be restored, the customer shall make arrangements with the Department for the payment of the delinquent account together with the appropriate disconnect/connect fee as described in the Schedule of Rates.
- (f) Meter Care: The meter and its attendant equipment shall be the property of the Department and the customer shall be held responsible for any damage thereto resulting in any way from negligence on the part of the customer. It is prohibited to damage the meter or to tamper with the meter. The Department has the right to prosecute to the fullest extent under the law any action of the customer to interfere with the proper operation of the meter or to bypass the meter in the consumption of water.
- (g) Meter Location: All meters shall be installed at the nearest point practical to where the service connection pipe enters the building. The location of all meters shall require the approval of the Department. Furthermore, it is the responsibility of the customer to maintain unobstructed access to the meter so that it may be read and maintained. At a minimum, unobstructed access is a space of 36 inch width, 36 inch height, and 16 inch depth around the meter and its appurtenant valves and communication devices.
- (h) Remote Meter Registration: All meters shall be equipped with remote reading capability. This includes communication devices that transmit meter registration information off the premises so that meters may be read remotely by radio receivers. The Department maintains the right of access to the premises in order to verify the consistency of the meter registration with the remote registration.
- (i) Meter Testing: The Department has the right to test meters in order to verify their accuracy. It is the responsibility of the customer to provide access to the meter. For meters larger than two-inch diameter, if the customer is unable to provide an opportunity to test the meter during normal Department working hours, it is the responsibility of the customer to provide an acceptable by-pass in order to conduct in-place testing. The cost of testing all meters shall be the responsibility of the Department, unless the testing is requested by the customer.

The customer can request to have a meter tested. A written report of the meter accuracy test will be provided to the customer. The cost of the meter test shall be borne by the customer when the "meter tests accurate" as defined in these

regulations. When the results of the test do not meet the definition of "meter tests accurate" the cost of the meter test shall be borne by the Department.

- (j) Prohibition of Customers' Apparatus: No customer shall operate apparatus on their water piping or elsewhere on their premises, including its meter(s), that will adversely affect the operating conditions of the Department's system or its ability to serve other customer/s.
- (k) Interruption of Service: The Department reserves the right to temporarily interrupt service in order to make system repairs. Whenever possible, the Department will notify customers of such interruptions in advance of the interruption. However, in cases of emergency, the Department reserves the right to interrupt service without first giving notice of such action if, in its opinion, it is necessary to do so in order to facilitate making of repairs, alterations, or other necessary purposes. In such cases of emergency, no person shall be entitled to receive damages or refunds of payments as a result of any such interruption.
- (l) Requested Service Disconnect/Connect: A customer can request that the Department disconnect and/or connect the water service. Charges for such service shall be in accordance with the Schedule of Rates.
- (m) Air Conditioning Systems: No customer shall use water for air conditioning or cooling systems unless such systems include a means of recycling the water supplied to the system and suitable backflow prevention measures and devices are employed on the system. Air conditioning systems waters shall be subject to the potential of discharge to the sewer and they are not eligible for separate metering.
- (n) Customer's Deposit: The Department has the right to require a deposit of any applicant or customer for a water service account.
- (o) Use of Hydrants: Hydrants may be used: to fight fires; to test the hydraulic conditions of the water distribution system; to test the water quality conditions of the water distribution system; to flush, or clean, the distribution system; and to provide temporary sources of water. Written approval from the Board shall be required for the use of a hydrant by anyone other than the Department or the Fire Department. Charges for such temporary use shall be in accordance with the Schedule of Rates.

3705. CONSEQUENCES OF NONCOMPLIANCE

- (a) Violation, or noncompliance, with these Water Rules and Regulations may result in fines, termination of water service, or both, at the determination of the Director.
- (b) Whenever any person is found to be in violation, or noncompliance, of any provision of these rules and regulations, the Director shall provide that

person with notification of the nature of the violation and specify those actions to be taken to remedy the noncompliance.

- (c) Verbal notice shall be made by the Director, or his/her designee, in the case of immediate danger to health or welfare of humans. Such verbal notice shall be followed by a written notice.
- (d) Written notice shall be made by the Director, or his/her designee, in the case of no immediate danger to health or welfare of humans, or as stated in 3702(c).
- (e) Any person found in violation, or noncompliance, may appeal enforcement action to the Board of Public Works.

37065.SEVERABILITY

- (a) Severability: If any provision of these Rules and Regulations or their application are held to be invalid, such invalidity shall not affect other provisions or applications of these Rules and Regulations, which can be given effect without the invalid provision(s).
- (b) DEP Compatibility: No provision of these Rules and Regulations or their application shall contravene nor render ineffective any lawfully established rule and regulation of the Massachusetts Department of Environmental Protection.
- (c) MWRA Compatibility: No provision of these Rules and Regulations or their application shall contravene nor render ineffective any lawfully established rule and regulation of the Massachusetts Water Resources Authority.
- (d) Authority: The Wellesley Board of Public Works, acting as Water Commissioners created by Chapter 166 of the Special Acts of the Massachusetts Legislature of 1883, has established these Rules and Regulations.

Adopted by vote of the Board of Public Works on ~~March 27, 2009~~ July , 2012.

TOWN OF WELLESLEY
BOARD OF PUBLIC WORKS

~~William Chariton~~ David Donohue, Chairman

~~Michael Humphrys~~ Paul Criswell, Vice Chairman

~~David A.T. Denohue~~ Owen Dugan, Secretary