

**MINUTES OF THE  
REGULAR MEETING OF JANUARY 11, 2011**

**WATER COMMISSIONERS PRESENT:**

Mr. Robert L. Burnham, Chairman  
Mr. John S. Lovewell, Water Commissioner

**EWD STAFF PRESENT:**

Mr. Shane A. Ben David, Foreman  
Mr. Fred R. Domont, Water Superintendent  
Mrs. Pia Webster, Administrative Assistant

**OTHERS PRESENT:**

Mr. Paul E. Cote, P.E., Tata & Howard Incorporated

**MEETING CALLED TO ORDER:**

The Board of Water Commissioners of the Town of Edgartown held their Regular Meeting on Tuesday, January 11, 2011, at 4:00 p.m. at the offices of the Water Department located at 24 Machacket Road, Edgartown, Mass. At 4:06 p.m., Chairman Robert L. Burnham called the meeting to order.

**APPROVAL OF MINUTES:**

The Commissioners considered the **Minutes of the Special Meeting of May 19, 2010**. “They looked pretty good to me,” remarked Water Commissioner John S. Lovewell, who made a motion to approve the Minutes of the Special Meeting of May 19, 2010 as written. Chairman Burnham provided a second, and the motion carried unanimously by voice vote.

Turning to the **Minutes of the Regular Meeting of October 12, 2010**, Mr. Lovewell pointed out that in the fourth paragraph on page 5, “600-foot” should be changed to “400-foot” in referring to a Zone I Area of Contribution. The Chairman agreed to the amendment. Mr. Lovewell then made a motion to approve the Minutes of the Regular Meeting of October 12, 2010 as amended, seconded by Chairman Burnham. Said motion carried unanimously by voice vote.

**OLD BUSINESS:**

**WINTUCKET CONTROL CENTER SITE VISIT, PUNCH LIST.**

Paul E. Cote, an engineer with Tata & Howard Incorporated, described how he had met on the Island the week before with Ronald M. Koontz, Area Loan Specialist for USDA Rural Development. He and Mr. Koontz had gone over all that had been completed on the Wintucket Control Center project, and Mr. Cote had come away with a certificate of substantial completion with a punch list attached. I assume Mr. Koontz was happy? inquired Chairman Burnham. Yes, answered Mr. Cote.

The engineer pointed out that even after signing off on the certificate of substantial completion, the Edgartown Water Department would still hold a significant retainage.

Mr. Cote had also discussed with Mr. Koontz the purchase of a supervisory control and data acquisition (SCADA) system for the Control Center with so-called contingency funds, that is, grant funds left over from the project.

Chairman Burnham sought assurance from Mr. Cote that signing the certificate of substantial completion would not preclude the Department's bringing up problems with the building that might arise in the future. Mr. Cote replied that it would not.

**WINTUCKET CONTROL CENTER: CHANGE ORDER NO. 5.**

Mr. Cote went over some of the details of Change Order No. 5 for the contract for the Edgartown Water Department Control Center with Barbato Construction Co., Inc. of Middleboro, Mass. The original contract price was \$1,359,712.00. Change Orders 1 through 4 had reduced that price by \$166,498.31 to \$1,193,213.69. The current change order before the Commissioners would add \$6,683.50 to the total, bringing the figure to \$1,199,897.19

Included in Change Order No. 5 were: the elimination of wall packs and wire overhead door units (no charge); the furnishing and installation of a partition in the hallway to separate the kitchen from the main office (\$3,192.05); and the furnishing and installation of five hose bibbs (four exterior, one interior) in the garage (\$3,491.45).

Change Order No. 6, said Mr. Cote, would encompass the addition of the SCADA system. Note, he added, that even with the most recent change order, the contract price was still below the starting figure of \$1,359,712.00.

**NEW BUSINESS:**

**DISCUSSION/VOTE: AMENDMENT TO INCLUDE SCADA OVERSIGHT.**

Next, the Board considered *Engineering Agreement – Amendment No. 1* to the Edgartown Water Department's Engineering Agreement with Tata & Howard Incorporated for the Modular Building Construction Phase Project. The Amendment included the following

additional services associated with the construction phase of the project: engineering services related to the addition of the conceptual design and construction phase of the new SCADA system, to be negotiated as a change order with Barbato Construction Co., Inc. (the contractor).

The Amendment to the Engineering Agreement stipulated the deletion of Section 1.3.2 in the original Agreement that had required a visit by the engineer to the modular building manufacturer's site. ("It was mutually agreed that the services described were not needed.")

The Amendment also called for the following: (a) a conceptual description of the SCADA system for use by the Department and the contractor in formulating the final scope of work needed for the bidding process; (b) review of shop drawings and submittals prepared by the contractor and its vendors, and the production of written responses; (c) three visits to the project site to review the progress of their work, including one visit to review the final scope with the contractor and the chosen SCADA vendor; and (d) preparation of an amendment to the Preliminary Engineering Report that had been submitted with the 2005 Rural Development Application to describe the use of project contingency funds.

Lastly, the amended Section 5.1.1 provided that the cost of the work included in the Engineering Agreement would not exceed a total of \$69,100.

Chairman Burnham noted that the not-to-exceed amount of the original Engineering Agreement had been \$46,500; so the Amendment for the SCADA work was costing \$22,600. Also, he added, thus far the billings for the original Agreement, which billings only went through the end of November, had already run to more than \$38,000. So the original \$46,500 would be spent, he said.

Mr. Cote then spoke of how he and Superintendent Fred R. Domont would figure out how to allocate the contingency funds on trucks, desks, outfitting the building, and so forth. This, he said, was "use it or lose it" money. Mr. Domont pointed out that "the infamous \$58,000 from the first grant" was also going to be released to the Department.

Chairman Burnham asked if Mr. Cote was "confident" they would be able to spend all this money. "We'll find a way," replied the engineer. Was this something they had to go to Town Meeting for? wondered the Chairman. No, it's grant money, said Mr. Cote.

Referring to the first indented paragraph of the *Engineering Agreement – Amendment No. 1*, Mr. Lovewell recommended that the word "five" be inserted between the words "the" and "water" in the first sentence. The sentence would then read: "Engineering services associated with the addition of the conceptual design and construction phase services for a new Supervisory Control and Data Acquisition (SCADA) system for the monitoring and control of the five water pump stations from the water level at the Mill Hill Standpipe." Chairman Burnham agreed to the change.

Mr. Lovewell then made a motion to accept the *Engineering Agreement – Amendment No. 1*, as amended, bringing the total not-to-exceed cost of the original Agreement to Sixty-Nine Thousand One Hundred Dollars (\$69,100). Chairman Burnham provided a second, and the motion carried unanimously by voice vote. The Commissioners signed the Amendment.

**DISCUSSION/VOTE: DISTRIBUTION MAP UPDATE.**

Next on the agenda was a consideration of an *Agreement between the Edgartown Water Department and Tata & Howard Incorporated for Professional Services – Water Distribution Map*. The not-to-exceed total cost of the contract, as stated in Section 5.1.1, was \$7,500.

Pointing to a well-worn map in the Machacket Road office, Mr. Cote said that plans were afoot to replace it with a GIS-based map. The engineer had brought a sample with him. Mr. Lovewell wanted to know if such a map would show how many miles of each size pipe the system contained. “Easy to do,” answered Mr. Cote, who described how Office Assistant Sheila Ben David was working with him on the project.

Foreman Shane A. Ben David noted that the map could indicate the locations of gate valves, and Mr. Cote said that they could include information like pipe age and types of material. When Mr. Lovewell commented that there was nothing on the map Mr. Cote had brought with him about the pipe itself, Mr. Cote assured him that any attribute he wished to feature on the map could be added.

Mr. Lovewell made a motion to approve the Agreement between the *Edgartown Water Department and Tata & Howard Incorporated for Professional Services – Water Distribution Map* with a not-to-exceed total cost of Seven Thousand Five Hundred Dollars (\$7,500), seconded by Chairman Burnham. The motion carried unanimously by voice vote. Messrs. Burnham and Lovewell signed the Agreement.

**REPORT: JANUARY 5<sup>TH</sup> MEETING WITH SELECTMEN AND FINCOM.**

Superintendent Domont reported that his January 5, 2011 meeting with the Financial Advisory Committee and the Selectmen about the Fiscal Year 2012 Operating Budget had gone well. “It was very quick,” he said, noting that the FinCom wanted two things: an accounting of inventory; and an itemized breakdown of the Miscellaneous expense account.

**OTHER BUSINESS:**

**DISCUSSION: SHURTLEFF LAND.**

Mr. Lovewell made a motion that the Water Commissioners meet with the Selectmen to discuss how to proceed with the sale of the Shurtleff Well and Pump Station land. “Not

necessarily,” said Chairman Burnham, “it’s *our* jurisdiction.” There was no second for Mr. Lovewell’s motion.

To start with, continued the Chairman, did the Department have a good plan? Mr. Lovewell pointed out that they needed a plan that included the easement around where the water main was situated. Chairman Burnham agreed that this was reasonable. The Chairman wondered where the Department was with regard to issues with the Commonwealth. “When do you go to the State, Fred?” asked Mr. Lovewell.

Superintendent Domont responded that first the Department had to finish moving to the new Wintucket Control Center. Mr. Lovewell accused the Superintendent of dragging his feet, something Mr. Domont objected to in no uncertain terms. He had, after all, gotten the release from the Governor’s office, he argued.

Superintendent Domont asked Mr. Lovewell if he wanted to sell the land right now. If so, the next step would be to demolish the structures on it. “I want to sell it *now*,” declared Mr. Lovewell. “You’re *one* Commissioner,” said Chairman Burnham. (The third Water Commissioner, William R. Erickson, was not present at the meeting.) “I want a price,” said Mr. Lovewell. Okay, then, said the Chairman, let’s get a price for an updated appraisal.

Superintendent Domont remarked that once the decision to see was made, the process did not take long. At the present time, though, he wanted to concentrate on moving the office. Moreover, in the current depressed economy, it was simply not a good time to sell the Shurtleff land. When the Commissioners did sell the land, he assured them, the funds so raised would be set aside for the new pump station that would be needed “down the road.”

“I understand John’s frustration,” said Chairman Burnham, “but I agree this isn’t the right market... If we sell now, we’re going to undersell it... It’s probably going to be a depressed value.”

Mr. Lovewell suggested the following: “Leave it at ‘Lovewell wants to tear down the building and get out of there.’” Chairman Burnham said he was thereby authorizing the Superintendent to get a price for the demolition of the buildings on the site. “Put it on your to-do list,” he added.

Then Mr. Lovewell made a motion that he would like to see the Shurtleff Well item on every Commissioners Meeting agenda until they had resolved it. There was no second. “Let’s leave it at that,” said the Chairman.

#### **PAYROLL FORMS:**

Admin Assistant Pia Webster said she had enough signed payroll forms for the next four weeks. She was working on the in-house generation of the form, since the Town Accountant’s office was no longer willing to pay for the printing.

**ADJOURNMENT:**

There being no further business, Chairman Burnham asked for a motion to adjourn. Mr. Lovewell made a motion to adjourn, seconded by the Chairman. The motion carried unanimously by voice vote, and Chairman Burnham adjourned the Regular Meeting at 4:50 p.m.

Respectfully submitted,

Pia Webster  
Administrative Assistant

APPROVED:

BOARD OF WATER COMMISSIONERS  
TOWN OF EDGARTOWN

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Robert L. Burnham, Chairman

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John S. Lovewell, Water Commissioner