

BOARD OF WATER COMMISSIONERS  
REGULAR MEETING OF AUGUST 12, 2021

- REGULAR MEETING: The regular meeting of the Board of Water Commissioners was held at the 438 Granby Road Office on Thursday, August 12, 2021. Chairman William L. Schenker called the meeting to order at 6:00 p.m.
- ATTENDANCE:
- |                      |                       |
|----------------------|-----------------------|
| Chairman             | William L. Schenker   |
| Clerk                | Brian S. McClaflin    |
| Associate Member     | R. Scott Williams     |
| Superintendent       | Jeffrey A. Cyr        |
| Office Manager       | Jennifer L. Fernandes |
| Office Billing Clerk | Kari L. Scytowski     |
| Maintenance Foreman  | Jeff Levreault        |
| Prudential Member    | Bruce Perron          |
- APPROVAL OF MINUTES: Brian S. McClaflin made a motion to approve the minutes of July 1, 2021. This motion was seconded by R. Scott Williams. Motion Carried
- CAMDEN ST WATER  
MAIN UPDATE: Jeff Cyr updated the Board that the water main project on Camden Street is going very well and is almost done. Foreman, Jeff Levreault stated customers have been very happy with the work being done on their street. Jeff noted that the Maintenance crew did find 2 lead services and changed them out to CTS pipe. Jeff Cyr said that the crew connected the new water main today to Viviani Street and just have paving left to do.
- LIGHTNING STRIKE 7/8/2021: Jeff Cyr notified the Board that on June 8<sup>th</sup> lightning struck a tree at the Notre Dame Cemetery on Lyman Street and grounded and blew out a meter pit causing a water break. The cost for materials was about \$900.
- DRAFT CELL PHONE POLICY: Jeff Cyr presented the Board with a cell phone policy he was asked by the Water Board to compile. Jeff noted he has had the phone for 20 years and it is an integral part of his job as he is on call 24 hours a day 7 days a week. Brian McClaflin suggested that Jeff receive a stipend for carrying the phone. Brian stated that while Jeff was on vacation, he in fact had to handle an important situation for the Water Dept. R. Scott Williams said he is looking into getting a lower rate for phones for the district and thinks that he can find a plan to save money. Jeff Cyr noted that he is happy with the service and coverage that Verizon provides as he sometimes has to use the SCADA system on it to manage the water tanks at various locations and times of the day or night and has never had a problem with coverage. Bruce Perron stated that in his opinion the Prudential Committee is the maker of all policies and if a new policy is made it should be presented to the Prudential Committee. Brian McClaflin said if that is the case then why is there a Water Board to govern the Water Department. Bill Schenker suggested waiting a few weeks to decide on cell phone policy. Jeff Cyr stated that he would like to finalize the cell phone policy and decision as soon as possible, as he feels as though he is the only one in the district that has been scrutinized and

would like to be able to do his job without being hindered. Jeff Cyr recommended to the Board that he take over the cell phone without any stipend and he will continue to do his job as usual. Brian McClafin thought this was a good idea and it may eliminate any issues anyone has with Jeff's cell phone. Jeff Cyr wanted to let the Board know that while he was away on vacation out of the country, he received a call from the MWRA requesting access to one of our treatment facilities, so he had to give access via SCADA on his phone, so there is an additional \$12 charge on the cell phone bill this month. Scott Williams made a motion to table the finalization of the cell phone policy until the next meeting. This motion was seconded by Brian McClafin. Motion Carried

## ROLES AND RESPONSIBILITIES OF WATER COMMISSIONERS MGL CH 41 SECTION 69B:

William Schenker would like to have the roles and responsibilities of the Water Commissioners spelled out in our by-laws to indicate what the Water Board is in control of. Brian McClafin stated that he would like to work together with the Prudential Board and feels like the Water Dept. and Water Board has been looked at under a microscope. Bruce Perron cited an *opinion* letter from an Attorney that states the Prudential Committee ultimately controls overseeing pay and benefits of the Water Department (See Note 1). R. Scott Williams noted it is like him at work where he is the General Manager and the Service Manager can make decisions but ultimately, he can supersede the General Manager. Scott noted he feels the Prudential can supersede Water. Brian McClafin stated it is like the Prudential Committee is picking and choosing what they want to control. Brian stated he's ok with having a joint meeting and would like to work together. Bruce again cited the opinion letter saying the Prudential ultimately controls overseeing pay and benefits of the Water. Bruce stated it is just an opinion letter. William Schenker said he doesn't want a feud and wants to clearly define rolls of the Water and Prudential Boards and the Treasurers roll defined as well. William Schenker said that in all his years as a Water Commissioner he has worked with several Treasurers and has never had the problems the Water Board and Water Department have run into with the current administration. Bill stated as a Police Chief he has come in contact with all sorts of derelicts and have never before encountered so much animosity as there is between the people in the two departments. Jeff Cyr asked Bruce if it is the intention of the Prudential Board to get any extra monies from the Water into one pot. Bruce stated that all monies are in one account. Jeff noted that the D.O.R. (Dept. of Revenue) would not allow this to happen. William Schenker stated that legislation was set up for a reason so Water and Fire budgets and operations would be run separately. Bruce Perron said that he feels that both Board Chairman should get together and hash out the roles and then have a joint meeting. Jeff Cyr suggested that the Boards reach out to Senator Joanne Comerford and Senator Daniel Carey as well to help with the roles of the Boards.

## COLIFORM INCIDENT 7-6-2021:

Jeff Cyr updated the Board that there was another Coliform sample hit on July 6, 2021. Jeff reminded the Board that there was a Coliform sample last year in July and it was a level 1 assessment. Had this sample been a more than a year then there wouldn't be any action needed. Jeff stated that the site (102 New Ludlow

Rd. Granby) is a site that we used to have access to 24/7 and in recent months the property has changed and changed ownership. The facility is now cumbersome to get to and has not been occupied consistently which can make water stagnant from sitting in pipes. Jeff spoke to D.E.P. (Dept. of Environmental Protection) and they agreed to setting up a sampling station on the side of the road, Jeff has some paperwork to fill out and send back to the D.E.P. Jeff will keep the Board updated.

T-MOBILE AMENDMENT  
FOR ALVORD ST. TANK:

Jeff Cyr informed the Board that he was contacted by Attorney Mark Beauregard who received an amendment from T-Mobile for our tank rental payments for the cell towers on the water tanks. Jeff said the original agreement is going to expire and T-Mobile is looking to reduce our monthly payments from \$2645.00 to \$2200.00 per month, but will increase in 5 years. Jeff noted that this is similar to the revision Verizon did a few years ago with their contract. Jeff said we are lucky we got the cell phone companies when we did as now with new installations they are not paying as much. Brian McClafin stated he is happy we have these funds put aside incase our water tanks need to be cleaned or painted as the costs are very expensive. Jeff pointed out that the original language in the contract did not have anything about the cell phone company removing/relocating their equipment should any changes or repairs be needed. This is something that he and Attorney Beauregard inserted and forwarded to T-Mobile and are just awaiting the final copy for the Boards to sign. (See Note 2) R. Scott Williams made a motion to accept the additional language for the revised T-Mobile contract. This motion was seconded by Brian McClafin. Motion Carried

NEW UMS WATER  
BILLING SYSTEM:

Jennifer Fernandes updated the Board that the new UMS billing system has been installed and her and Kari Scytowski were trained on July 13-15<sup>th</sup>. Jennifer stated they are currently running both systems side by side and are working out tweaking the reports needed for the Department. Jennifer stated that EJPrescott has been in and will come back out to install the software on the new UMS server for meter reading in September.

MOTION TO ADJOURN:

R. Scott Williams made a motion to adjourn, which was seconded by Brian S. McClafin. Motion carried

ADJOURNMENT:

Meeting adjourned at 7:20 p.m.

BOARD OF WATER COMMISSIONERS



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Brian S. McClafin, Clerk



**Part I** ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 41** OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS**Section 69B** WATER COMMISSIONERS; POWERS AND DUTIES

Section 69B. The water commissioners, or the selectmen authorized to act as such, in a town establishing a water supply or water distributing system under authority of section thirty-nine A of chapter forty shall have exclusive charge and control of the water department and water system, subject to all lawful by-laws and to such instructions, rules and regulations as the town may from time to time impose by its vote. They may establish fountains and hydrants, may relocate or discontinue the same, may regulate the use of the water and fix and collect just and equitable prices and rates for the use thereof, and shall prescribe the time and manner of payment of such prices and rates. The income of the water works shall be appropriated to defray all operating expenses, interest charges and payments on the principal as they accrue upon any bonds or notes issued for the purpose of a municipal water supply. If in any fiscal year there should be a net surplus remaining after providing for the aforesaid charges for that fiscal year, such surplus, or so much thereof as may be necessary to reimburse the town for moneys theretofore paid on account of its water department, shall be paid into the town treasury. If in

*Note 1 minutes 8/12/2021*

any fiscal year there should be a net surplus remaining after providing for the aforesaid charges and for the payment of any such reimbursement in full, such surplus may be appropriated for such new construction, extraordinary maintenance, or repairs, as the water commissioners, or selectmen authorized to act as such, with the approval of the town, may determine upon; and in case a net surplus should remain after payment for such new construction, extraordinary maintenance, or repairs, the water rates shall be reduced proportionately. Said commissioners, or the selectmen authorized to act as such, shall annually, and as often as the town may require, render a report upon the condition of the works under their charge, and an account of their doings, including an account of the receipts and expenditures.

The provisions of this section relative to the powers and duties of the water commissioners, or the selectmen acting as such, shall also apply to the commission, board or person having charge and control of the water department or water system of any city, town, or district established under special law, notwithstanding any contrary provision therein, upon the acceptance of this section by such city, town, or district.

## FIRST AMENDMENT TO WATER TANK LEASE WITH OPTION

This First Amendment to Water Tank Lease with Option (the "**First Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between Fire District No. 1, South Hadley, Massachusetts, a municipal district ("**Landlord**"), and T-Mobile Northeast LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Landlord and Tenant (or their predecessors-in-interest) entered into that certain Water Tank Lease with Option dated March 14, 2006 (the "**Lease**") regarding the leased premises ("**Premises**") located at 73 Alvord Street, South Hadley, Massachusetts 01075 (the "**Property**").

1. Notwithstanding anything to the contrary in the Lease, starting on August 1, 2022, (the "**Revised Rent Date**"), Tenant shall pay Landlord Two Thousand Two Hundred and 00/100 Dollars (\$2,200.00) per month as Rent, partial calendar month to be prorated in advance, by the fifth (5<sup>th</sup>) day of each calendar month. The Rent will escalate by 10% of the Rent payable during the previous Renewal Term on the first day of each Renewal Term. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant.
2. Upon the Effective Date of the First Amendment, in addition to any rights set forth in the Lease Tenant and its employees, representatives and agents will have twenty-four (24) hour access, seven (7) days per week to the Premises at no additional charge.
3. Landlord consents to allow Tenant to complete upgrades and additions of the Antenna Facilities on the Premises for no additional consideration, in compliance with required permits.
4. Should temporary relocation of the Antenna Facilities be required for Landlord repairs to the Water Tank or the Premises, then: (i) Landlord may require Tenant to temporarily relocate Tenant's Antenna Facilities once per each Renewal Term of the Lease ("**Temporary Relocation**"); (ii) Landlord shall provide Tenant at least six (6) months' prior written notice of any repairs, maintenance or other work (the "**Work**"), which would require the Temporary Relocation; (iii) the Work will not limit or interfere with Tenant's Permitted Uses; and (iv) Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work. Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall the Antenna Facilities immediately upon the completion of the Work.

Note 2 Minutes 8/12/2021



5. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/ 4SH0273D

If to Landlord:

Fire District No. 1 South Hadley  
144 Newton Street  
South Hadley, Massachusetts 01075

Copy to:

Mark Beauregard  
330 Whitney Avenue, Suite 400  
Holyoke, MA 01040-6560

6. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
7. Landlord will execute a Memorandum of Agreement at Tenant's request. If the Property is encumbered by a deed, mortgage or other security interest, Landlord will also execute a subordination, non-disturbance and attornment agreement.
8. Any charges payable under the Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Landlord.
9. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.
10. This this First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this this First Amendment will legally bind the Parties to the same extent as originals.
11. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party

has either been obtained or is not required with respect to the execution of First Amendment. If Landlord is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Landlord is solely responsible for all commission, fees or other payment to Agent and (b) Landlord shall not impose any fees on Tenant to compensate or reimburse Landlord for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.

12. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

**Landlord:**

**Fire District No. 1, South Hadley,  
Massachusetts, a municipal district**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Tenant:**

**T-Mobile Northeast LLC, a Delaware limited  
liability company**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_