



TOWN OF IPSWICH, MA
PONY EXPRESS FIELDS
LAND USE AND MANAGEMENT PLAN
For Athletic Fields, Open Space & Agricultural Land
Located at 24 Candlewood Road
Ipswich, MA
Assessors Map 63 Parcel 4
27.7 acres

Adopted June 17, 2019
By the Ipswich Select Board

With acceptance of:
Department of Public Works/Cemetery & Parks Division
Department of Planning & Development/Open Space Program
Department of ReCreation & Culture
Department of Public Safety
Pony Express Task Force Ad-Hoc Committee
Open Space Committee
With input from the public at an advertised public meeting
On June 17, 2019

Preface

Since 2005 the Town of Ipswich, through leadership of the Athletic Fields Study Committee and with input from the Open Space Committee, has searched for suitable locations for creating additional athletic playing fields after a shortage of publicly owned fields was documented. The Pony Express Fields, formerly known as Pony Express Farm, is a property that has long been a priority site for that purpose, and the Town, through the Open Space Program, had contact with the previous landowner on and off for nearly a decade to negotiate a land acquisition project for some or all of the property. Most recently the property went on the market for sale, and partnering with Essex County Greenbelt Association (Greenbelt) and Massachusetts Division of Fisheries and Wildlife (MassWildlife), the Town acquired 30.2 acres of a 94.2-acre parcel in March of 2017. The remaining 64 acres of the parcel, plus an additional 32.8 contiguous acres owned by the same landowner, were acquired by Greenbelt and MassWildlife as two newly created property parcels, the majority of which will be permanently protected for natural resource protection, agriculture, and passive recreation, and accessible to the public through existing and newly created trails. The primary purpose of the Town's 30.2-acre acquisition is to create athletic playing fields, four in the near term on the former polo pony field off of Candlewood Road, and two additional fields, as the need and funding arises in the future, on existing hay and agricultural fields in the interior eastern area of the property, adjacent to the conservation land now owned by Greenbelt and MassWildlife. Until which time those two additional athletic fields are developed, the Town will utilize them for agricultural purposes and/or the other purposes for which the property was acquired.

A Special Town Meeting in January, 2017 under Article One, authorized the purchase of the 30.2 acre parcel using Open Space Bond Authorization funds for the purposes of recreation, water supply protection, conservation and agricultural purposes. Subsequent to the authorization to acquire the property the Town Manager convened the Pony Express Task Force, a working group comprised of Town staff, property neighbors, athletic group representatives and residents, to make recommendations about uses of the property, advance plans for the athletic fields development and work on drafting this Land Management Plan.

I. Introduction

A. Acquisition and Ownership

In 2016, after more than a decade long search for land to meet the needs of a documented shortage of athletic recreational playing fields, the 94.2-acre property, formerly known as Pony Express Farm, plus an additional 32.8 acres of contiguous land owned by the same landowner, went on the market. The Town partnered with Essex County Greenbelt Association (Greenbelt) who led the negotiations, and Massachusetts Division of Fisheries and Wildlife (MassWildlife) to structure a \$4.05 million deal for the entire 127-acre property. At a Special Town Meeting on January 24, 2017, Article One was approved, which authorized \$2,377,000 to be spent from the Open Space Bond Authorization to acquire the 30.2 acre Town parcel, which included the \$2.15 million purchase price, plus \$227,000 to develop and construct the athletic fields and supporting infrastructure. Town meeting also authorized the Select Board to sell a 2.5 acre portion of the land acquired, located at the corner of Chebacco and Candlewood Roads, in order to offset the acquisition cost. The remaining 27.7 acres of land was placed under the care, custody and control of the Select Board for the purposes of recreation, water supply protection, conservation and agriculture, or for such other purposes as the Town may authorize by a two-thirds vote of Town Meeting. Up to six full sized athletic playing fields can be developed on the Town's land. The balance of the property that was part of the larger land acquisition project, now owned by Greenbelt and MassWildlife, is publicly accessible and permanently protected from development. The Town contributed \$2.15 million to acquire 30.2 acres of the property; Greenbelt contributed \$1.4 million to acquire its 42 acre portion of the property; and MassWildlife contributed \$500,000 to acquire its 54.7 acre portion of the property

The Town purchased the 30.2 acre property on March 16, 2017, recorded at Southern Essex Registry of Deeds Book 35738 Page 305. The deed includes a vehicular and recreational easement granted to Essex County Greenbelt Association from the Town of Ipswich along designated portions of the property shown as Exhibit B in referenced deed.

B. Site Location and Description

The Pony Express Fields property is located at 24 Candlewood Road near the intersection of Chebacco Road in Ipswich, MA. It is located within zone Rural Residential A (RRA). At the time of acquisition it was a 30.2 acre parcel of land. In May, 2018 a 2.5 acre portion of the premises in the southwest portion of the property at the corner of Candlewood and Chebacco Roads was sold as a separate ANR (Approval Not Required) parcel, leaving 27.7 acres in total owned by the Town under care, custody and control of the Select Board.

The property was developed as a polo horse facility back in the 1980s, and associated horse stables and a residential dwelling were constructed at that time. An unpaved driveway off of Candlewood Road led to a horse stable with an attached residence that has since been razed, and which were serviced by Town water and electricity, as well as a conditionally approved septic system located to the rear of the former stable, which was abandoned when the stable was torn down. With guidance from the Pony Express Task Force, the Town considered its options as to the potential uses of the former stable building and residential dwelling, and the alternative recommended to the Select Board by the Task Force was to tear it down and reuse the space for parking to support the athletic fields. The Select Board agreed with this recommendation and voted in March 2018 to raze the building, which was torn down in September 2018. The Town held a public auction prior to the building being torn down to sell any remaining items of value, and the proceeds were deposited into the Town's General Fund. There are a number of fenced in paddocks behind the former stable; hayfields to the north and east of the former stable; and fenced pasture areas both to the east and west of the former stable as well.

There is a 10 acre area immediately in front of and north of the former stable building, separated by the driveway, where formerly polo horses exercised and played polo on a constructed and maintained polo field. This is the portion of the property where four athletic playing fields will be created in the immediate future. Two additional playing fields could also be created as need arises and funding is available, on field and paddock areas located north and east of the former stable building. Immediately east of the former stable building is an irrigation pond that was dug for the former polo farm operation, and will be used to irrigate the athletic fields. The area surrounding the pond is mowed, and there is a significant stand of invasive Phragmites on the pond edge. There is a well and pump located adjacent to the pond, that will be updated for use with the irrigation system for the athletic fields. The easternmost boundary of the property is fringed by a forest of hardwoods and softwoods. There is a row of specimen Linden trees along the southern edge of the driveway leading to the former stable building, and another row of specimen hardwood trees separating the hay field and pasture north and east of the former stable building and pond. There is a run in shed located in the most northern hayfield, which may eventually be relocated off premises to be used for storage at a Town owned facility. The parking area has been expanded in front of and to the west of the former stable building, including a new driveway entrance into the property, to accommodate the athletic field users, as well as passive recreation property visitors. Plans for additional parking area expansion to the east of the former stable building have been approved, with the intent to increase parking at a future time. There is a mowed path for passive recreational use, including horseback riding, posted with trail markers, that leads southerly from Candlewood Road across the parking area driveway around the back of the parking area and then in an easterly/northeasterly direction from the existing parking area around the perimeter of the athletic fields. It follows the fence line of the interior hayfields, and connects to the trails in the southern boundary of the Greenbelt property.

The property contains predominantly State classified Prime Farmland agricultural soil, as well as a small area near the southeastern boundary with the MassWildlife property that are classified as Statewide Importance Farmland soils. Wetlands on the property have been delineated, with the exception of the most easterly portion of the property bordering the MassWildlife property, and are located around the perimeter of the irrigation pond; they run south of the pond toward Chebacco Rd; and near the northernmost boundary of the property adjacent to Greenbelt's land. A small area of the woods in the southeastern portion of the property lies within the 150' buffer of the Area of Critical Environmental Concern (ACEC), defined as the ten foot contour. A small area of the most western portion of the property near the existing driveway entrance is within the Town's Water Supply Protection Zone II.

The MassWildlife property to the east contains wooded wetlands and associated uplands, as well as the headwaters of the Castle Neck Creek, which drains into Ipswich Bay and the Great Marsh. The Natural Heritage and Endangered Species Program have classified portions of the MassWildlife property as being located within the BioMap2 Core Habitat, and portions of both the MassWildlife and the Greenbelt properties are within the BioMap 2 Critical Natural Landscape. No portion of the Town land has BioMap 2 designation. The Greenbelt property to the northeast is mostly hayfields with scattered woodlands and wetlands throughout. The remainder of the Town's property is adjacent to residential homes to the north, south and west, and also proximate to agricultural land, equestrian properties, and thousands of acres of permanently protected conservation land to the north and south including the John J Donovan Conservation Area owned by Essex County Greenbelt Association, Candlewood Farm Conservation Area owned by Greenbelt with a conservation restriction held by the Ipswich Conservation Commission, and Maplecroft Farm, privately owned land protected by multiple conservation restrictions co-held by the Ipswich Conservation Commission, State agencies and Greenbelt.

C. Historic, Recent, and Intended Property Uses

Historic information found on historicipswich.org indicates that the location of town where Pony Express Fields is located was part of the Common land of the Town known as the Candlewood area, named for the pitch pine trees that were once abundant there that were harvested and burned, similar to a candle. In 1709 the Common lands were divided into eighths and this area became known as the South Eighth. Around 1720 the proprietors of the Common land divided the land into individual shares and individual titles were established. An undated historic map depicts the property now owned by the Town, as land formerly owned by Thomas Howlett whose occupation is listed on a genealogy website as a carpenter, surveyor and deacon of Ipswich, MA church in the 1600s.

Most recently since the 1980s, the property was owned by Robert Daniels, who developed it as a polo horse facility with a thirty-two stall stable and attached seasonal two-bedroom apartment used by staff working for the polo operation, as well as associated infrastructure including an irrigation pond, horse paddocks and hay fields. It was seasonally operated as an equestrian facility until 2015 and then shortly thereafter the property went on the real estate market for sale.

The purchase of Pony Express Fields by the Town concluded a 12-year effort to add athletic fields to the inventory of Town-owned active recreation lands. As part of the larger conservation land acquisition project, at no additional cost to the town, an additional ninety seven acres of open space comprised of farmland, woods, riverfront, and wetlands on the adjacent properties now owned by Essex County Greenbelt and MassWildlife were conserved, with allowed public access. The Town intends to use its 27.7 acre property for developing athletic playing fields on the former polo fields in the immediate future, and to consider the option in the future to create an additional two other playing fields in the eastern most boundary of the property on fields currently in agricultural use. Supporting infrastructure, including parking and irrigation, will also be developed on the property.

In addition to creating athletic fields on the property, passive recreational use including walking, jogging, birding, horseback riding, cross country skiing, cycling, snowshoeing etc., will also be allowed in the areas designated for such use, and connect to adjacent conservation land with passive recreational trails on Greenbelt and MassWildlife land to the north and east. The fields currently being used for agricultural haying through an annual renewable use agreement between the Select Board and a local farmer (see attached), will continue to be used for that purpose until another approved use is advanced in the future, including but not limited to additional athletic fields. The Pony Express Task Force brainstormed an Idea List of potential uses of the various portions of the property at its initial meeting on March 28, 2017. It is attached to this Management Plan as a reference. Per the Town Meeting vote in January 2017 authorizing the expenditure from the Open Space Bond to acquire the land, the property was placed under the care, custody and control of the Select Board for recreational, water supply protection, conservation and agricultural purposes, or for such other purposes as the Town may authorize by a two-thirds vote of Town Meeting.

II. **Property Management**

A. Guiding Principles

One of the purposes of the Land Use and Management Plan for Pony Express Fields is to state the guiding principles for which the property is managed. The guiding principles for Pony Express Fields, in order to preserve and maintain the property and its characteristics as described in this document are: the enjoyment and enrichment of the public through both active recreation on athletic playing fields and passive recreation on trails and other areas of the property; the protection of its natural resources, including water supply and wildlife habitat; and retaining the agricultural values of the property, including the pastoral views and landscapes. In order to preserve the properties natural and cultural

assets, and to prevent any long term, irreversible damage to the property and its facilities, it will be managed and maintained by the Town accordingly. Pony Express Fields is to be owned and maintained by the Town as recreational, open space, and agricultural land under the care, custody and control of the Select Board, who will rely on the Cemetery & Parks Division of the Department of Public Works, with assistance from the Open Space Program and other Town Departments as needed, to manage and maintain the property while striving to ensure the safety of visitors.

The Town reserves the right to deny or revoke an activity or event on the property and/or require an activity to conclude due to inclement weather, unsafe or poor property conditions, and/or failure to comply with the rules and regulations set forth in this Plan. All rules and regulations contained herein will be in effect as of the date of the final signing of this document. The Town of Ipswich, Massachusetts Field Use Policy, adopted April 5, 2013 (attached) by the Select Board (or as it is amended) will be incorporated in this Plan. Additional amendments hereto may be included separately. In addition, the Town of Ipswich adopted and amended regulations on August 1, 2002 governing the use of town owned land, titled "Town of Ipswich Regulations on the Use of Unimproved Town Lands" and "Town of Ipswich Use of Town Land Regulations" (attached), which will also be incorporated, as amended from time to time, as part of the Plan. Uses and activities consistent with these stated objectives will be permitted; all those not consistent will be prohibited as specified in more detail below. There will be no discrimination among users based on race, color, national origin, religion, physical ability, age, sexual orientation, sexual identity, economic status, and/or gender. Public use of the property is not limited to Ipswich residents.

B. Management Objectives and Oversight

This Land Use and Management Plan is intended to act as a working document to outline the steps necessary to preserve the existing character of the property as public land for use as active recreational playing fields and passive recreational areas, while maintaining its natural resource and agricultural values. Active management to support these objectives is intended and anticipated. With the understanding that use of the property for its intended purposes by the public, as well as changes to the environmental conditions of the property due to natural causes over time, may necessitate changes to the Management Plan, at a minimum this document should be reviewed every five years after the Plan is adopted. Experience managing the property may deem changes to the Management Plan sooner than every five years, but if changes aren't needed sooner than five years, the Plan should be reviewed and revised as necessary by the parties responsible for the management and maintenance of the property, every five years after the Plan is formally adopted. The management activities and usage constraints that will be undertaken and enforced are those necessary to:

- 1) provide public access for both active and passive outdoor recreation, and for educational and community enrichment;
- 2) protect the natural resources and their benefits to water quality;
- 3) protect wetlands and woodlands providing wildlife habitat values;
- 4) maintain the athletic fields, trails, agricultural fields and other areas of the property in excellent condition, and in keeping with the character of the neighborhood;
- 5) collaborate and cooperate with the Town's land acquisition project partners (Greenbelt and MassWildlife), to establish connectivity to the adjoining conservation properties for the public to access trails and parking areas;
- 6) communicate with the public effectively and positively through signage about allowed and prohibited uses of the property; traffic, pedestrian and neighborhood considerations; and information about the adjacent conservation lands.

Pony Express Fields was deeded to the Town and placed under the care, custody, and control of the Select Board, who is responsible for its care and supervision, and exercises management oversight, with assistance from the Cemetery & Parks Division of the Department of Public Works and the Open Space Program through the Department of Planning & Development. The Select Board will also be assisted in its duties from time to time by the Public Safety and Utilities Department, as necessary. A Stewardship Committee, and/or a Friends Group for the property may be established, as advisory to the Select Board, consisting of representatives from relevant Town Departments; interested citizens; neighbors; representatives of youth sports leagues; and/or members of the Open Space Committee, Agricultural Commission or other relevant and interested Town committees. If established, this group will meet at the call of the Select Board Chair or designated Town employee as needed, to consider the condition and use of the property, organize any special maintenance or cleanup efforts, and recommend changes to the Management Plan as warranted.

C. Permitted Uses

The Select Board has concluded through its experience with other town parks and publicly accessible conservation properties, and through consideration and consultation with other Town Departments and members of the Pony Express Task Force, that the following uses and activities are allowed:

- 1) The property will be open from sunrise to sunset for these permitted recreational activities: use of athletic fields; walking; jogging; wildlife observation; vista enjoyment; trail biking; horseback riding; photography; cross-country skiing; snowshoeing; and other similar forms of non-motorized physical exercise and activity. The expectation is that the athletic fields will be used for organized youth league sports teams in the spring and fall seasons, and scheduled through the Cemetery & Parks Division. The approximate seasonal schedule for athletic fields use will run in the spring from mid-March to mid-June; in the summer from mid-June to mid-August; and in the fall from mid-August to mid-November, with exceptions based on weather, field conditions, scheduling conflicts, etc. It is anticipated that there will be less scheduling of field use during the summer season in order for the grass fields to rest and recover from the spring and fall seasons. Summer field use could include such things as sports training camps and/or special sporting or community events, but careful consideration will be taken for scheduling the summer season so as not to overuse, damage, or otherwise negatively impact the fields. Incidental athletic use of the fields for non-organized groups will be allowed during daylight hours when not in conflict with already scheduled, permitted and reserved field use. Any regular meeting of groups or individuals is considered organized use and requires a permit for field use.
- 2) Public parking for passenger vehicles will be allowed in the designated parking area on the property for use only during daylight hours (sunrise to sunset). No horse trailer parking will be permitted on the property, as the property is considered a “pass-through” equestrian property and not a “destination” equestrian property.
- 3) Dogs are allowed only on designated areas of the property, which include the internal road, the parking area and designated trails; dogs must not interfere at any time with the agricultural operations on the hay fields; they must be leashed at all times, and dog owners must bag and remove all dog waste from the premises. ***Dogs are not permitted on the playing surface of the athletic fields at any time.***

- 4) Bicycles and horses are allowed on the property but are limited to the internal road system and to the established trails, and no horse trailers are permitted in the parking area. The property is currently considered a “pass-through” use area, and not a “destination” use area for bicycles and/or horses. No other wheeled non-motorized recreational vehicle, other than for purposes of transport for mobility impaired and/or disabled individuals, is permitted on the athletic fields.
- 5) Agricultural uses, including haying and growing of crops, are permitted in specified locations on the property, and are subject to the approval and/or permission of the Select Board or their designee.
- 6) Any use of fertilizers and herbicides on the athletic fields and/or agricultural fields should be limited to Best Management Practices and used only as necessary and on a limited basis in order to protect the conservation values of the wildlife habitat and natural resources of the property, as well as those on adjacent properties.
- 7) Hunting will be allowed only with prior express written approval of the Select Board and/or their designee, specifying the property by name and address, and only within State regulated, legally allowed hunting buffer zones (five hundred feet from an occupied building and one hundred fifty feet of a public roadway, or as may be amended by State regulations).

D. Prohibited Uses

Through the same process described above in II.B. for permitted uses on the property, the following uses and activities are *expressly prohibited* on any portion of the property:

- 1) Access to and use of the property between the hours of sunset and sunrise is prohibited, including overnight camping, except with the express written approval of the Select Board or their designee;
- 2) Fires are prohibited;
- 3) Wading, swimming, boating, fishing, ice skating and/or any other recreational use in or on the irrigation pond at any time is prohibited;
- 4) Removal of any plants, soils, flowers, shrubs, trees, or vegetation of any kind is prohibited, except by employees of the Town, including the Cemetery & Parks Division, and/or their designees working on behalf of the Town, and/or other authorized entities engaged in authorized agricultural or vegetation maintenance activities;
- 5) Golfing or use of metal detectors on the property is prohibited;
- 6) Unless specifically authorized for maintenance, upkeep, public safety, and/or permitted agricultural activities, motor vehicles are prohibited from driving or parking anywhere on the property except for the access driveway and designated parking areas. Off road recreational motorized vehicles of any kind are prohibited on all portions of the property at all times. This prohibition does not include motorized transport of disabled, mobility impaired or handicapped visitors;

- 7) Possession and consumption of alcoholic beverages, illegal drugs, and controlled substances for which one does not have a prescription are prohibited;
- 8) Littering of trash and/or the placement of refuse or waste of any kind on the property is prohibited. Visitors must carry out all articles carried in, including trash and dog waste. Potable water will not be provided at the property, so water bottles, including reusable and disposable, are considered trash and must be removed after every game/event/activity/practice/site visit;
- 9) Damaging or removal of signs, walls, fences, structures or objects of any kind, are all prohibited;
- 10) Illumination of the property, including the athletic fields and parking area is prohibited.

E. Athletic Field Scheduling and Use

The Cemetery & Parks Division will coordinate athletic field scheduling and use, using the following criteria:

- 1) To ensure reasonable and equitable use of the fields, groups, teams, and organizations must file an application with the Cemetery & Parks Division for use of the athletic fields (available online on the Cemetery & Parks page of the Town website);
- 2) Groups, teams and organizations seeking to use the fields may be required to pay a user fee at the discretion of the Cemetery & Parks Division based on current, adopted Town's Field Use Policy, as may be amended from time to time;
- 3) It is the responsibility of the field use groups to comply with all State laws, and local bylaws and regulations when using the property;
- 4) Any violations of State and local laws, Policies, Rules & Regulations, and/or any conduct that is deemed unacceptable may result in forfeiture of field use and loss of any fee(s) paid;
- 5) At the discretion of the Cemetery & Parks Division use of the fields may be temporarily suspended or denied if for any reason the fields are considered at risk of being damaged due to overuse, weather conditions, illegal activity, etc., and notice will be posted on the property and on the Town website;
- 6) For field use updates, questions about field conditions, or field use approval contact the Cemetery & Parks Division, 978-356-6643 or check their webpage on the Town website;
- 7) It is the responsibility of user groups, teams, organizations, coaches, etc. to ensure their participants properly dispose of trash, do not litter, and carry out what they carry in, including water bottles whether reusable or disposable. No potable water is available on the property;
- 8) Athletic equipment (such as goal nets, practice cones, balls etc.) must be properly stored or removed at the end of any practice or game. At the end of every season, athletic equipment must be removed from the property and any equipment to be stored on site must be pre-approved by the Cemetery & Parks Department or other authorized Town representative.

- 9) When scheduling field use at Pony Express Fields, the Cemetery and Parks Division and/or any other entity designated with field scheduling, will consider available number of parking spaces and timing for field use in order to create a safe flow of vehicular traffic in and out of the parking area.

F. Athletic Fields Prohibited Activities

The following are expressly prohibited on athletic fields and/or on the sidelines:

- 1) Dogs, horses, bicycles or other recreational vehicles are prohibited on the fields, except those vehicles engaged in maintenance of the fields, emergency response, and/or for persons requiring assisted mobility devices;
- 2) Permanent or seasonal storage containers, unless approved by the Cemetery & Parks Division are not permitted.

G. Precautions and Warnings

Ticks, with the accompanying risk of contracting Lyme disease and other associated diseases, are present in all vegetated areas in this region, and Pony Express Fields is no exception. Mosquitoes are also infectious, disease-carrying insects and are common in this region and on the property. Simple preventive measures can be taken to protect against potential harm from these and other stinging insects and users should acquaint themselves with those methods through internet research or with the Ipswich Board of Health. Poison ivy may also be present on the property, as well as other brambles and vegetation that can cause injury and unpleasantness. Users should be familiar with what plants look like in various stages and should take every precaution to avoid contact. Staying on marked paths may reduce the risk of coming in contact with nuisance plants as well as stinging and disease carrying insects, and should be adhered to at all times.

All wetlands, including the irrigation pond, on the property are prohibited to enter and may be posted as such. Pony Express Fields is located adjacent to and within a residential neighborhood. Stay on designated paths to eliminate the chance of trespassing on neighboring properties, and to avoid adversely affecting plants, wildlife, habitat, and terrain.

H. Public Parking and Access

Public parking, accessible from Candlewood Road, will be provided in a graveled parking area designated for visitor passenger vehicles and open from sunrise to sunset. No horse trailers are allowed in the parking area. The parking area will be constructed using low impact design by using pervious surfaces such as gravel, recycled asphalt, or similar, and by collecting storm water to prevent runoff and erosion. Parking on the public access roads to the property (Candlewood, Fellows and Chebacco) will be strongly discouraged, and if necessary expressly prohibited. In order to accommodate the increase in traffic during scheduled sports and/or events on the property, additional signage (permanent and/or temporary) along the public access roads to the property and on the property itself, may be required for the safety and protection of neighbors, pedestrians, horse riders, cyclists, dogs, farm equipment, etc. In addition, traffic enforcement necessary to ensure speed limits are adhered to will be implemented by the Ipswich Police Department as needed.

I. Signage

An information kiosk will be located adjacent to the parking area and athletic fields, and will list permitted and prohibited uses, hours of access, and user precautions. Trail markers will also be installed

along the trail system. Other signs necessary for the safety of property visitors, protection of the property resources and/or designating rules and regulations will be installed as needed in appropriate locations, including an entrance sign with the property name.

J. Enforcement and Public Safety

The Select Board will coordinate with and rely upon the Ipswich Police Department to provide surveillance of the property, enforce the posted regulations, and monitor traffic coming to and from the property as needed and as available. If visitors or neighbors to the property observe a violation of the regulations, which may or may not pose a safety hazard, they are encouraged to contact the Ipswich Police Department. For conditions or issues that do not require immediate response, such as a non-emergency maintenance issue, users should contact the Cemetery & Parks Division.

III. **Property Maintenance**

A. Ordinary Maintenance

The Town, through its Cemetery & Parks Division, is responsible for ordinary maintenance of the property on behalf of the Select Board. This includes field area and perimeter mowing, application of fertilizers as necessary, maintenance of the irrigation pond and system, replacement or repair of signs and fencing, parking area upkeep, etc. At its sole discretion, and as approved by the Select Board, the Town may enter into agreements with third parties for maintenance of any and all of these areas as needed. The Town may also solicit volunteer groups to assist in ordinary maintenance including such things as trail marking and upkeep, and property cleanups. Funding for ordinary maintenance will be allocated through the Municipal Operating Budget Division and/or capital funding and/or user permit fees.

Although the Town is responsible for the overall maintenance of the athletic fields, it is anticipated that the youth sports organizations will be required to undertake certain aspects of the field maintenance, such as the lining of the fields on an annual basis. User groups will coordinate with the Cemetery & Parks Division to determine their maintenance responsibilities prior to and after field use.

B. Extraordinary Maintenance

Maintenance that goes beyond routine upkeep (i.e., repairs to irrigation system, parking area erosion and/or resurfacing, forestry and invasive species management/control, etc.) will be the responsibility of the Select Board and/or their assigns. The Select Board will seek out the assistance of the Department of Public Works, Division of Parks & Cemeteries, the Planning Department, Open Space Program, and/or outside contractors to undertake these improvements, using funds budgeted through any or all of the following means as necessary: the Municipal Operating Budget; capital funding; grants; donations; and/or funds generated in other ways, including contributions from user groups, user fees or charges. Solicitation of in-kind services and/or materials from outside entities will also be considered as options for supporting extraordinary maintenance projects as well.

IV. **Water Use and Potential Use of Property for Public Water Supply**

A. Water Use

There is no potable water service on the property and no plans presently to provide potable water. The irrigation pond on the premises, which is intended to be used for irrigating the fields, is sourced by a bedrock well, and is not considered potable water. The Town adopted Water Rules and Regulations in 1978, and an Outdoor Water Use Bylaw in 2017, which pertains to the Water Use Rules and

Regulations, and Pony Express Fields will be subject to the regulations set forth in those documents as they may be amended.

B. Potential Use of Property for Public Water Supply

Consideration was given to a potential water source suitable for the Town’s public water supply that might exist on the larger portion of the land acquisition property, and pump tests were conducted in August 2017 on the land most likely to provide a viable water source. These test wells were located on the adjacent property now owned by Greenbelt. The results however were not favorable in both water quality and quantity. In addition, the potential costs related to accessing the water source and water treatment make this an undesirable location for pursuing any further options for a public water supply. There is no further evidence of a viable water supply source, or plans to seek water supply sources on the Town owned land in the immediate or long term future.

V. Conformance with Existing Regulations

The Town of Ipswich adopted and amended regulations on August 1, 2002 governing the use of town owned land, titled “Town of Ipswich Regulations on the Use of Unimproved Town Lands” and “Town of Ipswich Use of Town Land Regulations” and are attached to this Management Plan. Except as specifically stated otherwise herein, Pony Express Fields shall be subject to these regulations, and as they may be amended from time to time. Ipswich General Bylaws Chapters 12, 13, 15, and 17, and Massachusetts General Laws Chapter 266 Sections 120, 120d and 122, and Chapter 40 Section 8C contain further details on prohibited uses on public parkland and property, and the applicable fines for violating these regulations. In addition, as specified in Section IV A. water use on the property for irrigation purposes will be subject to the Outdoor Water Use Bylaw pertaining to the Towns Water Use Rules and Regulations. This Management Plan will also conform with the policies set forth in The Town of Ipswich, Massachusetts Field Use Policy, adopted April 5, 2013 by the Select Board, and as amended.

VI. Plan Participants

The Pony Express Task Force initiated the development of this management plan and solicited the following stakeholders for feedback and input on the plan:

Town of Ipswich Boards, Committees and Departments:

Select Board

Police Department

Department of Public Works, Division of Parks & Cemeteries

Department of Planning & Development

ReCreation and Culture Department

Water Department

Open Space Committee

Local Non-Profit Land Conservation Organizations:

Essex County Greenbelt Association

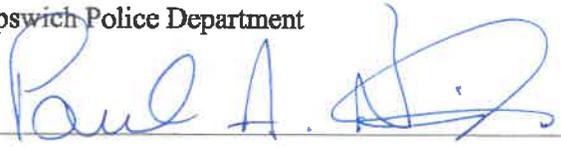
And residents of the Candlewood Road neighborhood and other interested Town residents

VII. Signatories

Ipswich Select Board

, Chair 06/17/19 (Date)

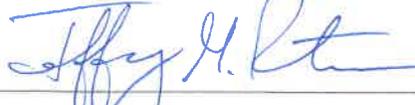
Ipswich Police Department

, Chief 06/26/19 (Date)

Ipswich Department of Public Works

, Director 6/26/19 (Date)

Ipswich Division of Parks & Cemeteries

, Supervisor 6/21/2019 (Date)

Ipswich Department of Planning and Development

, Director 6/18/19 (Date)

Ipswich Department of Recreation & Culture

, Director 6/26/19 (Date)

Ipswich Water Department

, Director 7/1/19 (Date)

This document will be considered adopted and become effective as of the last date of the signatures above

VIII. Attachments

Survey Plans (2)
USGS Topo Map
Ortho Parcel Map
Protected Open Space and Natural Resource Map
Pony Express Task Force Brainstorm Idea List
Pony Express Agricultural Fields License Agreement
Town Fields Use Policy
Water Rules and Regulations
Water Restriction Regulations Amendment
Water Restriction By-Law

| Parcel No. | Area (Acres) | Owner | Address | Map No. | Year |
|------------|--------------|--|----------------|---------|------|
| 1 | 1.21 | ESSEX COUNTY GREENBELT ASSOCIATION, INC. | 123 ESSEX ROAD | 123 | 2017 |
| 2 | 1.21 | ESSEX COUNTY GREENBELT ASSOCIATION, INC. | 123 ESSEX ROAD | 123 | 2017 |
| 3 | 1.21 | ESSEX COUNTY GREENBELT ASSOCIATION, INC. | 123 ESSEX ROAD | 123 | 2017 |
| 4 | 1.21 | ESSEX COUNTY GREENBELT ASSOCIATION, INC. | 123 ESSEX ROAD | 123 | 2017 |
| 5 | 1.21 | ESSEX COUNTY GREENBELT ASSOCIATION, INC. | 123 ESSEX ROAD | 123 | 2017 |
| 6 | 1.21 | ESSEX COUNTY GREENBELT ASSOCIATION, INC. | 123 ESSEX ROAD | 123 | 2017 |
| 7 | 1.21 | ESSEX COUNTY GREENBELT ASSOCIATION, INC. | 123 ESSEX ROAD | 123 | 2017 |
| 8 | 1.21 | ESSEX COUNTY GREENBELT ASSOCIATION, INC. | 123 ESSEX ROAD | 123 | 2017 |
| 9 | 1.21 | ESSEX COUNTY GREENBELT ASSOCIATION, INC. | 123 ESSEX ROAD | 123 | 2017 |
| 10 | 1.21 | ESSEX COUNTY GREENBELT ASSOCIATION, INC. | 123 ESSEX ROAD | 123 | 2017 |



PLAN BOOK USE ONLY

DATE: 2/13/2017 JOB: 904

DRAWN BY: JLB

REGISTRY USE ONLY

DATE: 2/13/2017

REGISTRY USE ONLY

APPLICANT:
ESSEX COUNTY GREENBELT ASSOCIATION, INC.
123 ESSEX ROAD & 24 CANDLEWOOD ROAD
IPSWICH, MA 01938

ASSESSORS: MAP 83 PARCEL 204 & MAP 84 PARCEL 030

APPROVAL:
TOWN ENGINEER: [Signature]
TOWN CLERK: [Signature]

NOTES:
1. THIS PLAN HAS BEEN DESIGNED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MASSACHUSETTS.
2. THIS PLAN IS TO BE CONVEYED TO THE TOWN OF IPSWICH, MA.
3. PARCEL 3 IS TO BE CONVEYED TO THE TOWN OF IPSWICH, MA.
4. PARCEL 2 IS TO BE CONVEYED TO THE TOWN OF IPSWICH, MA.
5. PARCEL 1 IS TO BE CONVEYED TO THE TOWN OF IPSWICH, MA.

ESSEX COUNTY GREENBELT ASSOCIATION, INC.
CIVIL ENVIRONMENTAL CONSULTANTS
8 OAK STREET PEABODY, MA 01960 978-531-1191

PLAN OF LAND
PONY EXPRESS FARM
123 ESSEX ROAD & 24 CANDLEWOOD ROAD
IPSWICH, MA

FOR
ESSEX COUNTY GREENBELT ASSOCIATION, INC.

GRAPHIC SCALE:
1" = 100'

DATE: 2/13/2017

JOB: 904

DRAWN BY: JLB

PLAN BOOK W/ PLAN 72-
 STONE HILL
 REGISTERED
 SEPTEMBER 3, 2017

THE RICHARD E. & SUSAN S.
 BK. 25738 PG. 178
 MAP 63 LOT 4D

POOR NOBINE TRUST
 BK. 28134 PG. 524
 MAP 63 LOT 3

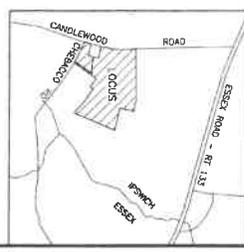
I CERTIFY THAT THIS PLAN
 CONFORMS TO THE BUILDING AND
 REGULATIONS OF THE REGISTERS
 OF DEEDS.

8/13/17

Paul D. Donohue

72-1461

FOR REGISTRY USE ONLY



LOCUS MAP
 SCALE: 1" = 100'

ZONING DISTRICT: RRA
 & WATER SUPPLY PROTECTION

ASSESSORS: MAP 63 LOT 4

DEED - BK. 35738 PG. 305

PLANS - PL. BK. 458 PL. 68

BOUNDARY - BK. 35738 PG. 294

LINE AGREEMENT

LEGEND & SYMBOLS

- IRN PIN
- S.B. STONE BOUND
- D.H. DRILL HOLE
- IR. IRON ROD
- FD. FOUND
- W.C.D. WOOD FENCE
- C. CHERRY
- O. OAK

IPSWICH, MA
 PLANNING BOARD

APPROVAL UNDER THE SUPERVISION
 CONTROL LAW NOT REQUIRED

Paul D. Donohue
 DATE

THE PLANNING BOARD'S ENDORSEMENT
 OF THE PLAN AS NOT REQUIRING
 SUPERVISION OF THE REGISTER
 CONTROL LAW DOES NOT OVE LOT
 OR PARCELS ANY STANDING UNDER
 THE PROTECTIVE ZONING BY-LAW
 OF THE TOWN OF IPSWICH.

THIS PLAN SHOWS A DIVISION OF PARCEL 2 SHOWN ON PL.
 BK. 458 PL. 68, INTO TWO BUILDABLE LOTS.
 ADDRESS: 24 CANDLEWOOD ROAD

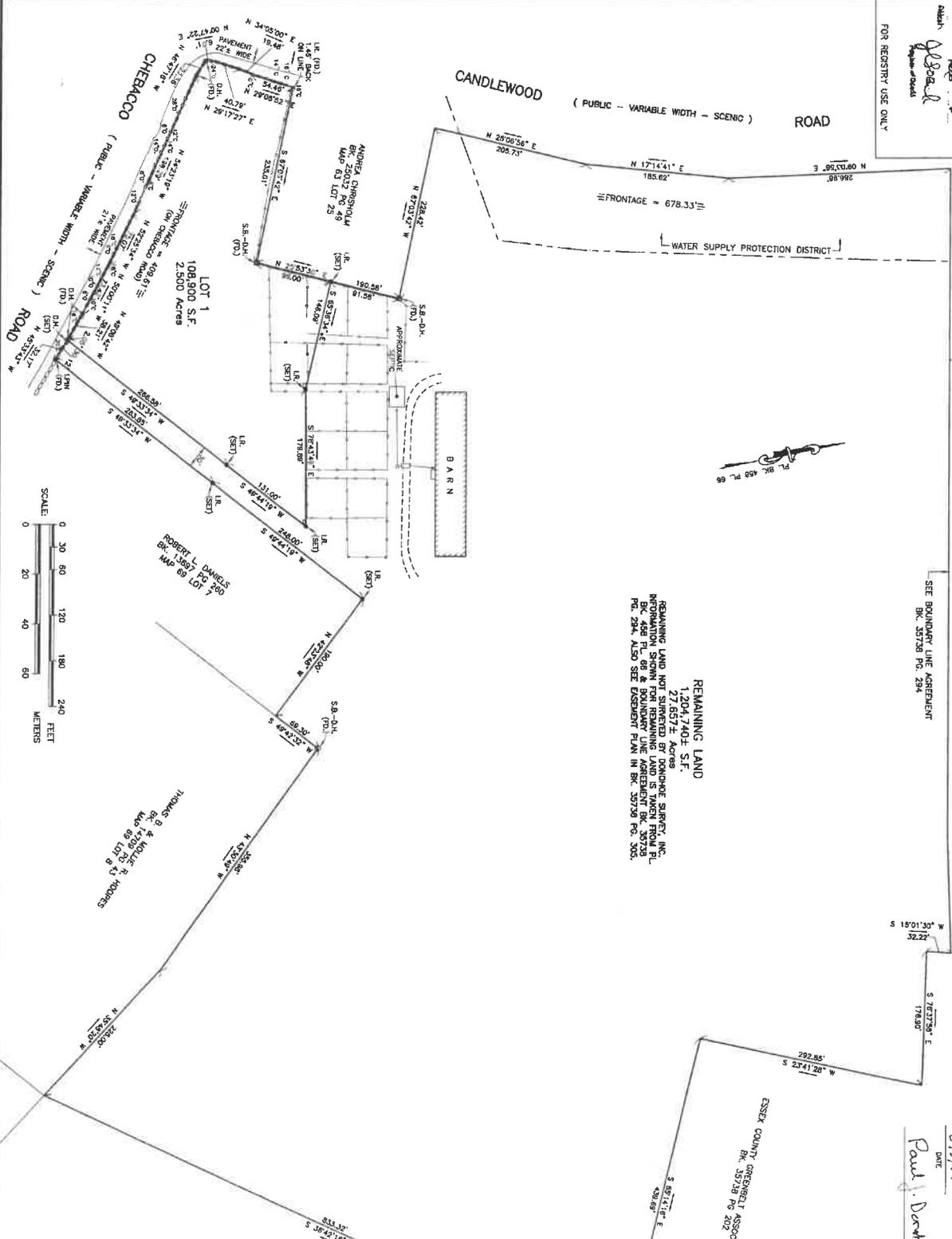
PLAN OF LAND
 IN
 IPSWICH, MA

PROPERTY OF
 THE TOWN OF IPSWICH

SCALE: 1" = 60'
 AUGUST 3, 2017

DONOHUE SURVEY, INC.
 363 BOSTON ST. TOPSFIELD, MA
 (978) 887-6161

PNL 5353



REMAINING LAND
 1,204,740± S.F.
 277,657± Acres
 INFORMATION SHOWN FOR REMAINING LAND IS TAKEN FROM PL.
 BK. 281 PG. 68 & BOUNDARY LINE AGREEMENT BK. 35738
 PL. 294. ALSO SEE DEEDS BK. 35738 PG. 305.

SEE BOUNDARY LINE AGREEMENT
 BK. 35738 PG. 294



PL. BK. 458 PL. 68

ESSEX COUNTY GREENBELT ASSOCIATION, INC.
 BK. 35738 PG. 202

COMMONWEALTH OF MASSACHUSETTS
 DEPARTMENT OF FISH AND GAME
 BK. 35738 PG. 524

CANDLEWOOD ROAD (PUBLIC - VARIABLE WIDTH - SCENIC)
 FRONTAGE = 678.33'
 WATER SUPPLY PROTECTION DISTRICT

LOT 1
 108,300 S.F.
 2,500 Acres

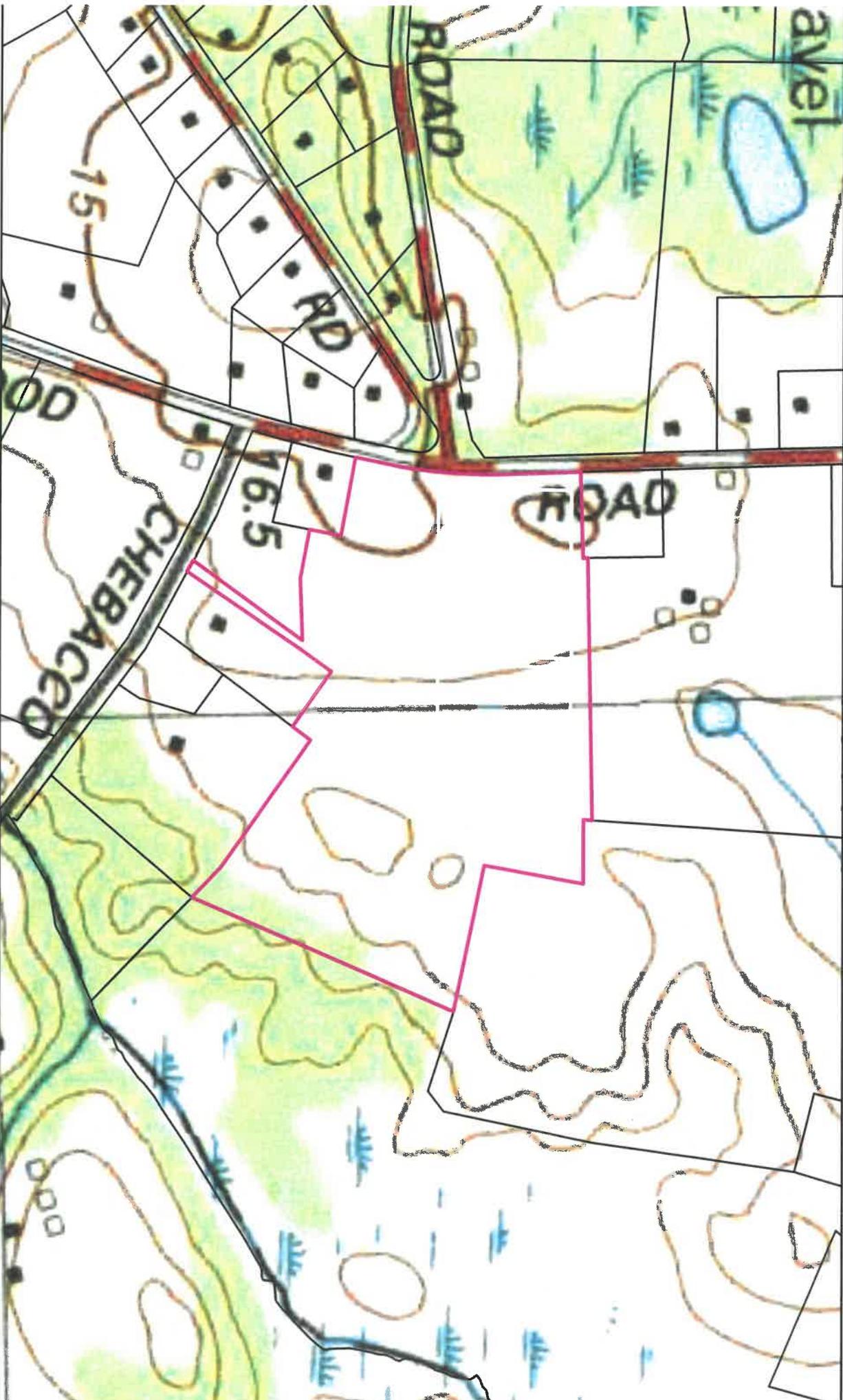
LOT 2
 2,500 S.F.

AMBERA DONOHUE
 BK. 25012 PG. 178
 MAP 63 LOT 2A

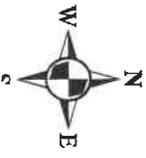
ROBERT L. DANIELS
 BK. 25738 PG. 178
 MAP 63 LOT 7

THOMAS B. & MARGIE B. HODGES
 BK. 1458 PG. 13
 MAP 63 LOT 3

**Pony Express Town Parcel
USGS Topography Map**



Legend
Pony Express Town Parcel

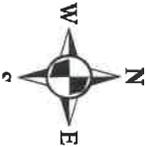


April 2019, Department of Planning & Development
Open Space Program
Town of Ipswich and MassGIS GIS data sources
This Map is for Illustrative Purposes Only
The Easements and Boundary Line Depicted
Are Not Surveyed and Not Necessarily to Scale

Pony Express Town Parcel Ortho Imagery Map



Legend
Pony Express Town Parcel



April 2019, Department of Planning & Development
Open Space Program
Town of Ipswich GIS data sources
MassGIS 2013-2014 ortho imagery
This Map is for Illustrative Purposes Only
The Easements and Boundary Line Depicted
Are Not Surveyed and Not Necessarily to Scale

Pony Express Town Property Protected Open Space and Natural Resources Map

N



LEGEND



Pony Express Parcel

- | | | |
|---------------------------|------------------------------------|-----------------------|
| Municipal | ACECs | DEP Approved Zone I |
| Land Trust | Marsh/Bog | DEP Approved Zone II |
| Department of Fish & Game | Salt Marsh | DCR Scenic Landscapes |
| Private Conservation Land | Wooded marsh | 10 ft. contours |
| Conservation Restriction | BioMap2 Core Habitat | |
| CRABP Conservation | BioMap2 Critical Natural Landscape | |

April, 2019 Department of Planning & Development
Open Space Program
Town of Ipswich and MassGIS Data Sources
This Map is for illustrative purposes only
The boundary and easement lines depicted
are not surveyed and are not necessarily to scale



Pony Express Brainstorm Idea List for the Property

March 28, 2017 Task Force Kickoff Meeting

Attending:

Michelle Vaillancourt
Beth O'Connor
Jeff Putur
Kerrie Bates
Vicki Halmen
Ed Traverso
Suzanne Kelsey
Ken Swenson
Dave Rimmer
Jay Stanbury
David Feldman
Don Finochio

Stables & Ag Fields

- Lease for equestrian use (\$)
- Agricultural education programs-4H
- Therapeutic riding programs
- Playground
- Basketball court
- Skateboard park

Stables

- Weddings/parties/events (\$)
- Picnic area
- Public restrooms/concession booth
- Storage for athletic equipment
- Classroom for teams
- Locker rooms
- Music festivals (\$)
- Office space for Town department(s)

Polo Fields

- Turf fields
- YMCA camp (\$)
- Ipswich/Essex County summer athletic programs (\$)
- Equestrian events (\$)
- Lease for sporting events (\$)

Ag Fields

- Community Gardens
- Plantings for wildlife
- Plantings for drainage; rain gardens
- Dog park

Other ideas

- Partnership to offset maintenance costs i.e., use of fields for maintenance work
- Corporate sponsorship; name stable/advertising



**LICENSE AGREEMENT RENEWAL FOR AGRICULTURAL USE
OF A PORTION OF LAND ON
TOWN OF IPSWICH PROPERTY
UNDER CARE, CUSTODY AND CONTROL
OF THE SELECT BOARD
LOCATED AT
24 CANDLEWOOD ROAD IPSWICH, MA**

I. INTRODUCTION

In March 2017, the Town of Ipswich purchased a 30+/- acre portion of the property known as Pony Express Farm at 24 Candlewood Road (Assessors Map 63 Lot 4) for recreation, conservation, water supply protection, and agricultural purposes. The Town partnered with Essex County Greenbelt Association and the Massachusetts Department of Fisheries and Wildlife as part of a larger land protection project consisting of a total of 128 acres. The property acquired by the Town has historically been used for agricultural purposes (primarily haying) and for running a polo horse operation. The Town is in the process of converting the former polo playing fields on the western portion of the property along Candlewood Road into four athletic playing fields, and establish trails for passive recreation (walking, horseback riding, cross country skiing, photography etc.) connecting to trails on the adjacent properties to the north and east owned by Greenbelt and MassWildlife. The eastern most portion of the Town property contain two hayfields, identified on the attached map as Little Barn Field and Track Field. A third hayfield located behind the former horse stable, near the corner of Candlewood and Chebacco Road containing paddocks and field area was formerly part of the original License Agreement, but that area has been sold by the Town as part of a separate, developable 2.5-acre parcel, now known as 2 Chebacco Road, Assessors Map 63 Parcel 5, and is therefore eliminated from this License Agreement Renewal.

II. STATEMENT OF INTENT AND AUTHORIZATION

This **License Agreement Renewal** is between the Ipswich Select Board of the Town of Ipswich, Massachusetts, with an address of Town Hall, 25 Green Street, Ipswich, Massachusetts, 01938 (hereafter "Licensor") and Royce Knowlton, with an address of 56 Fellows Road, Ipswich, Massachusetts, 01938 (hereafter "Licensee").

This License is for agricultural use of a portion of the Town owned property at 24 Candlewood Road, Ipswich, MA. Identified as Assessors Tax Map 63, Lot 4 (hereafter the "Premises"). The portion of the property to be used for agricultural purposes consists of approximately a total of six and a half (6.5) acres of land containing two annually hayed fields (referenced herein as Little Barn Field and Track Field), each of which hayed fields are situated east of Candlewood Road in Ipswich (see field designation on attached map). The intended use of those fields is for the purpose of growing hay crops. The Licensor has full legal rights under its administrative control of the Premises to enter into this License Agreement upon terms it deems reasonable and beneficial to the Town of Ipswich, in concert with the purposes and priorities of the Town duly accorded to its Select Board

as custodian thereof. The Licensee represents that it has full authority to enter into this License Agreement upon the terms below for all legal and valid purposes as set forth herein.

III. TERMS AND CONDITIONS

NOW, WHEREAS the Licensor wishes to retain, maintain and improve the soil fertility and wildlife habitat of said Premises under its care, custody and control, as well as to preserve open spaces and vistas important to the aesthetic rural scenery and character of the area, and retain agriculture as a purpose of the Premises; and,

WHEREAS the Licensee wishes to practice agricultural haying on the Premises in a manner consistent with proper use of agricultural land for such purposes;

THEREFORE: The Licensor and Licensee herein agree to the terms and conditions as follows:

- 1) This License Agreement shall commence on July 1, 2019, and shall continue on the terms stated herein for a period of three (3) years from said date unless either party gives ninety (90) days' advance notice of termination and with good cause. Notwithstanding the provisions of this Paragraph of this License, failure to hay the land for any full growing season, other than one such season for any parcel for recovery purposes with a recovery planting thereon, may, if Licensor so determines, then constitute a case of abandonment by the Licensee, and Licensor may thereafter, in its sole discretion, declare the License abandoned and terminated, and is free thereafter to make similar or other uses of the Premises, to seek another Licensee to hay the Premises, or to make such other permissible uses as the then-sitting Select Board deems reasonable, prudent and best. In such an event, the termination of this License by Licensor under said conditions shall be held by the parties hereto to constitute good cause. This License is issued upon a three-year term, and the Licensee, if in good standing under the License at the time of expiration hereof and if so inclined, shall have a right of renewal of the License for an additional three (3) year period, or for another period of time mutually agreeable to both parties.
- 2) For the three-year term of this License there will be no fee charged to the Licensee for agricultural use of the two designated Fields, as the haying operation of said fields will provide maintenance of those fields to the Licensor. In lieu of a fee for the agricultural haying use of the fields, the Licensee will provide at no cost to the Licensor, up to twelve (12) bales of hay annually, on an as needed basis, beginning at the start of this License Renewal period, and for each subsequent year thereafter through the term of the License Renewal. The hay bales to be provided by the Licensee to the Licensor, will be coordinated through the Cemeteries and Park, and/or the Open Space Program staff. If Licensee fails to maintain the two designated Fields per the terms of this License, Licensee shall pay the Licensor the sum of one hundred ninety-five dollars (\$195) per annum (which is calculated at the rate of \$30 per acre for the six and a half acres). Upon any formal License renewal by the parties per above, the Select Board reserves the right to review the annual fee at that time and may adjust it reasonably, including establishing a schedule or increases, if it determines a need to do so.
- 3) The Licensee shall use the Premises only for the purpose of farming the existing hayed areas in the two designated fields (Little Barn and Track Field), including cultivating, irrigating, planting and harvesting (hay crops and acceptable winter/seasonal crop rotation grasses, or in field "recovery" per above) in those areas, and erecting protective fencing or other reasonable methods for keeping pests and/or animals out, so

as to minimize other damage to crops. No additional privileges or uses of the property are extended or implied.

The Licensee shall annually submit a written plan for chemical uses on the Premises per below, to be submitted to, and subject to approval by, the Town Manager or their designee, which shall be submitted by Licensee each April for each preceding calendar year use, unless the parties assign a substitute timeframe acceptable to both. Licensee shall use pesticides/herbicides/fertilizers only as follows: all pesticides and herbicides must have the approval for agricultural uses of each of the: U.S. Environmental Protection Agency, and be registered and approved under the Massachusetts Department of Public Health, Division of Food and Drugs, and by the Massachusetts Department of Agriculture. The location, rate, volume, method and frequency of application of such materials must be stated under the provisions of these agencies for the specific crops being planted, and must be included in the annual plan for such uses to be submitted to the Town Manager. Deviation from the plan (including reasonable substitutions) shall be allowed only insofar as compliance with this Paragraph's requirements is still affected, and only with advance notice to the Town Manager for its approval. Licensee may utilize the appended reporting form for compliance with these requirements.

- 4) The Licensee shall maintain soil pH, soil fertility and productivity using modern agricultural best management practices, and shall maintain adequate reasonable ground cover during the non-growing season or during any recovery period to prevent erosion and invasive growth.
- 5) The Licensee shall not erect any permanent structures nor shall it store farming equipment on the Premises except in the growing/harvesting seasons.
- 6) The Licensee shall, and, by acceptance of this License, hereby does, indemnify the Licensor for any loss or damage incurred by the Licensor on account of this License Agreement or any activity conducted under it, or for any willful, wanton, or negligent malfeasance or misfeasance by Licensee, or their/its employees or invitees, and shall maintain insurance sufficient for this purpose, to include injury, loss or damages suffered by employees or by invitees of the Licensee for purposes of entering the Premises for picking their own produce from time to time as Licensee elects, or for any other purposes of Licensees.
- 7) The Licensee hereby waives, for itself, its employees and invitees, any claims which they or it may have that may be or are in existence as of the signing of this License, or which may hereafter arise during the term of this License, for injury, loss or damage suffered by the Licensee, or their/its employees or invitees, on account of acts or omissions of the Licensor, or of any of their/its employees or invitees.
- 8) The Licensee shall not have any right of assignment or of substitution of any successor Licensee in this License Agreement, without the express written advance permission of the Licensor; as the License is specific and unique to the Licensee, and the purposes for which the land was obtained and is licensed hereunder.
- 9) The Licensee may not expand the perimeters of the limited hayed area beyond that which presently exist in any of the two individual designated Fields of the Premises. There is no right accorded herein to clear any land of the Licensor beyond the present limits of those specific hayed areas. In addition, it is understood by the Licensee and Licensor, the western most area of the Track Field, as depicted on the attached map outlined in a solid black line, will become part of the infrastructure of the future parking area on the premises, at an unspecified date yet to be determined. At that time, the specified area of the Track Field will

therefore no longer be available for haying. However, until that time when construction of that area of the parking area improvements begins, it will be included as part of the hayed area of said field. The Licensee understands and agrees, through acceptance of this License Agreement, that no filling, or newly created disturbance, clearing, cutting, or other unauthorized activity in any jurisdictional wetland areas within the Premises over which this License is granted, or within any buffer zones to such areas if located on or off the Premises, shall be allowed. This License acknowledges that historically hayed agricultural areas of any of the two designated Fields could be within such jurisdictional areas and the permissible ongoing commercial agricultural activities therein granted hereunder shall be allowed in those specific areas.

- 10) Nothing in this License Agreement shall be read or construed to grant, recognize, award or approve any of the regulatory agricultural exemptions or concessions that may exist under the Massachusetts Wetlands Protection Act or Town of Ipswich Wetlands Protection Bylaws, or respective regulations issued or promulgated pursuant thereto, as amended, beyond the four corners of this License. The Licensee waives all arguments related thereto with respect to its use of this land in a restricted License agreement situation, and may not seek to apply any law to force the Select Board to approve or concede to any use of the Premises without obtaining any requisite and appropriate approval which shall be sought from the Regulatory authority in advance and must be granted by it. The Licensee understands that the Ipswich Conservation Commission will not waive regulatory requirements to benefit the Licensee, unless the Licensee first makes the usual requisite filings for any such proposals and receives approval.
- 11) The Licensee shall take reasonable steps to prevent damages by third parties and unauthorized persons of the Premises and to prohibit unauthorized persons from entering onto the two designated Fields or Premises to cause such damages thereto, such as, but not limited to, unauthorized vehicles and/or property visitors.
- 12) This is NOT an easement or conveyance of any fee or lesser interest in land in any form; it is solely a license agreement for the restricted use of land only, with specific limitations on that use. Whether or not recorded, it remains a License and the parties hereto intend, in executing it and accepting its terms and in proceeding to comply therewith, that it shall remain a License for all purposes. Any other claim or interpretation of this License by the Licensee or by any court or other regulatory agency with appropriate authority to so decide, that results in any greater claim to the interests in the underlying land than the limited licensure provisions of specific agricultural use afforded to the Licensee herein, shall immediately cause the License Agreement and appurtenant Licensee's rights thereto, to be voided, cancelled and abrogated and the total, complete and utter control of the property and all uses thereof by any party or persons, including Licensees or their/its successors or assigns, shall be immediately revested in the Ipswich Select Board as administrative steward under the law, for all purposes and without further action or documentation, as if this License agreement had never been placed in effect or entered into by the parties. The property over which this License is granted is public property of the Town of Ipswich, Massachusetts, duly placed under the care, custody and control of its Select Board by vote of the Special Town Meeting, January 24, 2017 Article 1, which is duly-authorized thereby to grant this License pursuant to the modified and specified terms herein. Because it is a permissive use of public land to private parties, there shall be no rights of adverse possession nor prescription against the Licensor or the Town of Ipswich.

IV. SIGNATURES

The Licensor duly voted to approve this License at its regularly scheduled public meeting on June 17, 2019.

Signed and sealed this 17th day of June, 2019.

By Licensor:
Town of Ipswich, by its Select Board (5 Members)

By: [Signature]

By: Kerry Macchi

By: [Signature]

By: Linda D. Deerson

By: [Signature]

COMMONWEALTH OF MASSACHUSETTS

Essex County, SS.

June 17, 2019
- William Whitmore, Kerry Macchi, Linda Deerson, William Moraska & Tammy Jones

Then personally appeared the aforementioned members of the Town of Ipswich Select Board, known to me by personal knowledge, and acknowledged the foregoing to be the free act and approval of a majority of said Select Board, before me.

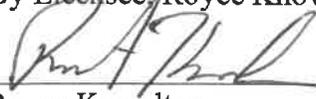
[Signature]

Notary Public--My commission expires: 10/18/20



AND;

Signed and sealed this 1 day of July, 2019.
By Licensee, Royce Knowlton:



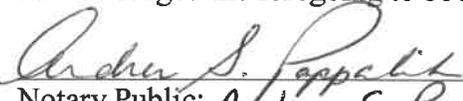
Royce Knowlton

COMMONWEALTH OF MASSACHUSETTS

Essex County, SS.

July 1, 2019

Then personally appeared the above-named Royce Knowlton, being the Licensee of the License rights provided herein, known to me by Royce Knowlton for himself and acknowledged the foregoing to be his/her free act and acceptance, before me.



Notary Public: Andrea S. Pappalimberis
My commission expires: 7/9/2021

[See Annual Chemical Usage Reporting Form Appended Hereto]
Annual Chemical Usage Reporting Form
License of Premises at 24 Candlewood Rd to Royce Knowlton

Report for License Year: _____, 20 19 :

On behalf of the Licensee and duly authorized for this purpose, I hereby certify that all pesticides and/or herbicides used on the above License Premises are on US EPA and State approved lists, per the License at Paragraph #3, and that they were used in compliance with approved percentages, means and rates of application for those materials per those lists and that they were used on the Premises on either or both fields as designated below.

Location **Little Barn Field:**

Materials applied, volume, percentages, methods, frequency and rates of application:

250 lbs/acre 20-10-10 fertilizer

Location **Track Field:**

Materials applied, volume, percentages, methods, frequency and rates of application:

250 lbs/acre 20-10-10 fertilizer

For Licensee, by: _____

Date: _____

Print Name: _____

Licensee, Duly authorized

TOWN OF IPSWICH, MASSACHUSETTS, FIELD USE POLICY
April 5, 2013

The Town of Ipswich, through the authority of the Board of Selectmen and recommendations of the Cemetery & Parks Department, has adopted the following policy concerning the Town's playing fields. Permits are not necessary during daytime hours for incidental use that do not conflict with scheduled school sports activities or any organized athletic programs with approved permits. Any regular meeting of a group of individuals is considered organized use and does require a field use permit. Fields at schools sites and Mile Lane are controlled by the School Dept.

PERMIT PROCEDURE:

- Any organized or regular use of Town fields requires a permit in advance of use from the Cemetery & Parks Department.
- Applications must be completed with required information and submitted to the Cemetery & Parks Department Office.
- Permission must be secured and verified by a signed copy of the application by the Cemetery & Parks Department before a group may begin use of the designated field.

APPROVED USERS:

1. *Youth, Adult or Non-Profit Organizations, 100% Ipswich Residents.
Includes Little League, Babe Ruth and school sports. All members are residents or employees of local businesses. No fee.
2. *Youth, Adult or Non-Profits, 50% Ipswich Residents
\$15 per hour.
3. Youth, Adult or Non-Profit Organization, less than 50% Ipswich residents.
\$20 per hour.

*Residency proof required on rosters of all players and managers with addresses and phone numbers. Categories 1 and 2.

PAYMENTS: 50% of seasonal field use fees are due with applications. Balance is due at end of season with adjustments for dates not used due to schedule changes or weather conditions.

Light Fees: \$20 per night. Additional fees may be applied if usage results are over 3 hours.
Category 1 approved users only.

Fees collected shall serve the following functions:

- Lights fees are used to cover monthly utility costs of operating the lights on the softball field and adjacent open field areas.
- Field use fees will be used to recondition and improve the park areas used for various activities.

RULES AND REGULATIONS

Any organization or user who receives a permit to use Town recreational facilities shall abide by the following rules:

TRASH: Permit holders are responsible for the trash generated by their use, both by participants and spectators, and must take all such trash with them when they leave the site.

WEATHER CONDITIONS: Participants are not allowed to play in unsafe conditions. To prevent damage and for safety reasons, fields are not to be used during rain, existing wet conditions, or lightning.

DAMAGES: Permit holders are responsible to repair any superficial damage or to replace any divots that occur during their use. Any significant damage to the fields, structures, or fences that occur during their use must be restored to the original condition at the expense of the permit holder.

AUXILIARY UNITS: No stakes, poles, banners, or subsurface holders may be erected on or near playing fields at any time.

PROHIBITED SUBSTANCES: Alcohol, tobacco, and controlled substances are prohibited on any Town property, including parks and school sites in Ipswich. It is the responsibility of the permit holder that all persons affiliated with the permitted organization, including spectators, refrain for use of alcohol, tobacco, or controlled substances anywhere on Town property including the parking lots.

MOTOR VEHICLES: Motor vehicles are not permitted on any field areas, and all vehicles must be parked in designated, legal areas.

DOGS: No person owning, harboring, or having custody and/or control of a dog shall permit such dog to trespass on Town playgrounds and fields that are used by children.

LIABILITY: The Town of Ipswich carries no medical insurance for users of its facilities. Users participate in the activities at their own risk. Proof of insurance is required; otherwise a signed liability form is required.

RESPONSIBILITY: The applicant or other person who is designated on the permit form must be present at all times when a field allocated to them is in use.

By submitting an application, all applicants and their organization agree to conform to the policies and regulations as noted above. Violation of any noted conditions, or any other Town, State, or Federal law will be grounds for immediate revocation of the permit, and no refund of submitted fees.

TOWN OF IPSWICH
MASSACHUSETTS

WATER RULES AND REGULATIONS

The following regulations, until further notice, shall be considered a part of the contract with every person who uses municipal water. (Ed note: unless otherwise indicated as having been adopted on a specific date as an amendment, these Regulations were adopted on December 20, 1978, and became effective on January 1, 1979.)

ARTICLE I
GENERAL

1. Purpose of Regulations

The Ipswich Water Division was created by a special act of the State Legislature, adopted by the Town in 1894, for the purpose of securing a community supply of water and providing the Town with such water for the promotion of the general health and welfare. To carry out this purpose, the Division acquires, controls, and maintains property (lands, structures, wells, reservoirs, mains, hydrants, piping, and other works and apparatus); employs personnel for the superintendence, maintenance, extensions of such works and structures, and the collection of revenues sufficient for its needs. Under the terms of the Town Charter, the Board of Selectmen assume all the powers and duties normally assigned by State Statute to the Water Commissioners. The Town Manager shall assume general supervision of the Water Division. Direct supervision of the Water Department shall be exercised by the Director of Utilities. The Water Division's operation and maintenance depends primarily upon revenues received from sales of water.

2. Definitions

- (a) A "service" is the length between the water main system and the individual consumer/user of water. It includes all piping, fittings, and connections to the curb cock.
- (b) A "main" is the length between the source of supply and a service or between the source of supply and a fire hydrant installed by and regularly maintained by the Town at Town expense.
- (c) An "extension" is an addition to the system of mains.
- (d) A "summer service" is a link between the main water system and an individual consumer/user that is supplied seasonal water.
- (e) An "individual consumer/user of water" is a customer provided water by purchase on a regular, intermittent, or stand-by basis.
- (f) An "entrance" is the link between a main and the curb cock or curb shut-off.
- (g) A "meter" is a mechanical device, approved by the Water Division, which is designed for and capable of measuring the flow and/or recording the quantity of water passing through a service to an individual consumer-user of water. (Effective October 9, 1981)

3. Jurisdiction

The water supplied is the sole property of the Division, and the installations to and including the meters are therefore assumed to be under jurisdiction of the Division. No person except an employee or those authorized in writing by the Division shall be allowed to install, repair, or remove any pipe, fixture, or

connection on the street side of the meter or equivalent dividing point. (See Massachusetts General Laws Chapter 165:11)

4. Maintenance of Services (Amended October 23, 1986)

- (a) Each consumer of water shall properly maintain his service from the curb cock to the meter, and shall be liable for any damages resulting from a failure to do so.
- (b) On existing services where the curb cock lies outside the street layout, the Division will maintain and repair the service from the main to the curb cock; the consumer will maintain and repair the service from the curb cock to the meter.
- (c) In the event there is a failure of the service between the main and the curb cock and the location of the curb cock is within the street layout, the Town shall bear the costs of materials, personnel, and equipment time, including reasonable overhead costs to renew the service from the main to and including a relocation of the curb cock beyond the property line and off the Town street layout. If the service needs replacement from the relocated curb cock to the foundation, the costs associated with that portion of the work shall be borne fully by the consumer.
- (d) In the event there is a failure of the service between the curb cock and the meter, and the location of the curb cock is the Town street layout, the Town and the consumer shall bear equally the costs of materials, personnel, and equipment time, including reasonable overhead costs to renew the service to the extent necessary from the main to and including a relocation of the curb cock beyond the property line and off the Town street layout. If the service needs replacement from the relocation curb cock to the foundation, the costs associated with that portion of the work shall be borne fully by the consumer.
- (e) Scheduled repairs to or replacement of a lead or galvanized service, prompted by a customer's own initiative, shall be done only after a written permit is obtained from the Division in compliance with Article II; the expense for same shall be borne fully by the customer, and the customer shall further be required to remove and cap off the old service being discontinued from use at the main. In case of emergency, repair work may be done without a written permit having been obtained prior to the commencement of work; however, notification shall be made to the Division within one (1) workday, and the customer shall obtain a written permit prior to permanent backfilling of any such emergency work.
- (f) In no case will water be supplied through a single service to two (2) or more separate owners of a single property or to more than one dwelling. Services greater than two hundred feet (200') in length will require a meter pit off the edge of the street layout. Meter pit construction must be approved by the Water Division before construction commences. Service boxes off the Town street layout shall be constructed flush to finish grade.
- (g) The Water Division, at the Water Division's discretion, may, after receipt of a signed release of liability for any damages whatsoever by an individual customer or user of water, assist the individual consumer or user of water in effecting emergency repairs to his service pipe on private property. (See Appendix III)

5. Access to Private Property

The Division shall have free access to all premises supplied with municipal water for the purpose of examination and repair of meters, pipes, and fixtures, and to determine any misuse of the water or any other acts contrary to the intent of these Regulations.

6. Use of Water Supply

No water user shall supply water to a party not entitled to its use, except by written permit.

7. Restriction on Use of Water

The Division reserves the right to restrict the use of water as it deems necessary. The following use restrictions shall apply: [*The Water Manager shall declare a water shortage when the combined inventory of stored water at Dow's Reservoir and Bull Brook Reservoir falls below 46 million gallons (approximately 30-day supply or 35,000,000 gallons of useable water)*]. During a declared public water supply shortage, the following practices shall be permitted:

- (a) Car washing, by the pail method only;
- (b) Lawns/garden watering, by hand-held hose only, between the hours of [*9:00 p.m. and 5:00 a.m.*] only;
- (c) [*Washing house siding with written permission from water manager.*]

and the following practices shall be prohibited:

- (d) Pool filling/refilling; (Pool owners shall contract for the delivery of pool water from suppliers other than those of the Town.)

[The Water Manager shall declare a Water Ban when the combined inventory of stored water at Dow's Reservoir and Bull Brook Reservoir falls below 36 million gallons (approximately 25 million gallons of useable water).]

During a declared water ban, all outside uses of water shall be banned. The following water shut-off procedures shall be implemented:

- (a) Verified violators will be given one warning. Successive verified violations will result in court prosecution.
- (b) If a member of the general public observes a violation, he may call the Ipswich Police Department to notify the Town. If this is during Water Division normal duty hours (Monday-Friday, 7:00 a.m. - 4:00 p.m.), then the Ipswich Police Department shall notify its closest cruiser and/or the Water Division personnel, who shall verify the incident and warn the citizen, or shut off his service as appropriate, and report back to the Police Desk the action taken. In dispatching the Town Personnel for verification, the dispatcher should advise if the property in question has been issued a warning. If the Police verify a violation, the Water Division Foreman or his designee will be called out to take appropriate action. If the Water Division verifies a violation, it shall take appropriate action.
- (c) If a member of the general public observes the violation and calls the Police Desk after Water Division duty hours, then the Police Department shall verify the violation, and the dispatcher shall then call the Water Division Foreman or his designee for appropriate action, either warning or shut-off.
- (d) In the event any employee of the Town of Ipswich observes a violation of the ban, he shall report the same to Ipswich Police Department Desk Officer who, in the instance of a first violation, will request that the property owner or occupant be given a warning. In the instance of a second or successive violation, the Dispatcher will notify the Water Office or, in the event of notice during off-duty hours of the Water Division, will contact the duty foreman or his designee standby. The Division employee shall proceed to the property to shut off service. If, in his opinion, he needs a Police Officer to accompany him while on site, he may request same, and a duty Police Officer shall remain with the Water Division Employee during the shutoff.

- (e) The water may be reinstated only after all applicable turn-off and reinstatement fees have been paid to the Town Treasurer/Collector. Water turn-off and turn-on fees during normal Water Division duty hours (Monday - Friday 7:00 a.m. - 3:30 p.m. exclusive of holidays) shall be \$25.00, and \$100.00 during all other times. (Amended effective October 26, 1989)
In the case of a water customer's desiring to have service reinstated, and his willingness to pay the applicable shut-off and reinstated fees outside normal work hours for the office of the Treasurer/Collector, he may appear at the main desk of the Ipswich Police Department and show his payment, whereupon the Police Desk Officer will call in an employee of the Water Division who will observe the payment being deposited in the strong box located at the entrance of the Town Hall Annex on Elm Street. Upon payment, the Water Division shall assign one of its employees to be available for call-back during off-duty hours and, further, the Water Division shall provide a call-back roster to the Police Department.
- (f) The Town of Ipswich By-Laws Chapter XV, Section 10 "Water Use Restriction and Restraint" and Massachusetts General Laws Chapter 165:11 and 111:171 are incorporated herein as Appendix I.

8. Use of Hydrants

The use of a hydrant, public or private, for other than fire purposes, will not be allowed without a written permit from the Division. Maintenance and repairs of privately-owned hydrants shall be the responsibility of the owner.

9. Water Shut-off

The Division reserves the right, whenever it deems necessary (for installation, maintenance, or to enforce compliance of these regulations), to shut off the water in whole or in part without notice. The Division shall assume no responsibility for damages resulting from such action by the Division. The Division reserves the right to restrict or restrain water use consistent with any policy adopted by the Division pursuant to applicable Town By-Laws. (Note passage of water use restriction and restraint By-Law by the May 1978 Annual Town Meeting)

10. Safety Devices

All hot water boilers shall be equipped with suitable safety devices, as required by State law, to prevent injury when water is being shut off or drawn off. The Division shall not assume responsibility for any damages caused by failure to comply with the above requirements.

ARTICLE II
CONSUMER/USER SERVICES

1. Application for Water

All applications for water must be made at the Division Office and be signed by the owner of the premises supplied. Such application shall constitute a contract between the Water Division and the applicant, his heirs and assigns. All applications for the use of water in new construction shall be made at the same time as the building permit is applied for. (See Appendix II)

(a) Installation of New Service; Water Taps:

The petitioner shall have the complete connection installed by an approved private contractor. The Town shall make service taps up to and including those 1” in diameter, subject to the payment in advance of a fee as set forth in a schedule herein below; in the event the service tap is greater than 1” in diameter, it shall be installed by an approved private contractor under on-site direction by the Water Division. The contractor shall make application for a street opening permit at the office of the Public Works Department. The contractor shall: perform all the work on both private and Town property; supply all materials not furnished by the Town; and perform all excavation (including ledge), backfilling, patching (temporary and permanent) and any other work which the Water Division determines is necessary to complete the service installation.

Tap for Water Service

(Fee to be in addition to fees set forth in subsection (b) of this section)

| | |
|------------------------------------|--|
| Less than 1” equal to 1” diameter: | \$200.00 |
| Greater than 1” diameter: | Tap to be performed by a private contractor and paid directly by applicant |

(Amended effective October 26, 1989)

(b) Application Charges; Meter Installation and Inspection Charges:

In order to reimburse the Water Division for the capital costs of development of the public water supply system, each applicant must pay a \$500 application charge (in addition to the tap-in charge and the meter installation and inspection charge) all payable in advance to the Town Treasurer/Collector; said application charge shall be assessed to an applicant seeking to connect to the water system, but shall not be assessed for the installation of a second water service to a structure designed solely for standby fire suppression.

The applicant must also pay a base two hundred dollar (\$200) fee in advance to the Town Treasurer/Collector for the materials, labor, and inspection for a 5/8” meter installation, subject to additional incremental charges as may apply for the cost of a larger diameter meter as prescribed in the last paragraph of this Section.

The Water Division Manager shall determine the size, type, and make of meter to be installed. All meters shall be the property of the Town of Ipswich Water Division. The Town shall supply, install, and seal all meters. The applicant shall be responsible for all costs necessary to effect installation of the meter.

An applicant for a new service serving a new building or an addition, which service shall remain unmetered during construction, shall, in addition to the application charges, deposit with the Treasurer, in advance, one year’s annual rate billed quarterly for unmetered deep water service;

upon installation of the meter and outside register by the Division, they shall receive a refund on a calendar day pro-rata basis, and shall thenceforth be billed for service at the normal metered rates.

Foundation permits and/or building permits will not be issued by the Building Inspector until application for water has been made.

In the event the Water Division Manager determines that the meter size shall be greater than 5/8" diameter (up to and inclusive of a 1" diameter meter), the applicant shall be responsible for payment, in advance, of the incremental cost of said meter over the current Town bid price for a 5/8" meter, in addition to the base fee prescribed in the second paragraph of this Subsection. In the event the Water Division Manager determines that the meter size shall be greater than one inch (1") in diameter, the applicant shall be responsible for payment in advance to the Town Treasurer/Collector for the base fee prescribed in the second paragraph of this Subsection plus the costs for materials and contracted outside services for the installation of the meter and outside register. *[Every meter shall have a connection to the Town's automatic meter reading system, which shall be located, if at all possible, adjacent to the electric meter.]* (Amended effective October 1, 1996; subsection (c) deleted July 27, 1989)

2. Installation of a Larger Service or Entrance

Requests for the installation of a larger service and/or entrance, because of increased consumption, will be treated as a new application for water at the owner's expense.

3. "Public Ways" shall include only roads which have been accepted by Town Meeting, are currently being maintained by the Town, and which are suitable for the free and unobstructed passage of wheeled motor vehicles and pedestrians. "Public Ways" shall not be deemed to include any body of water, rivers and/or streams. (Effective January 13, 1983)

ARTICLE III
EXTENSIONS

1. Applications

Applications for extensions to the existing system shall be filed in writing with the Water Division by the person or persons requesting such extension. No supply main of less than 8" diameter shall be installed. In the event the application calls for an extension within an unaccepted way, the application must be accompanied by a conveyance of Title to the work (in a form as contained in Appendix V to these Regulations and incorporated herein). The specifications for extensions are incorporated herein under Article V.

2. Approval

Such application shall be submitted to the Town Manager with a cost estimate prepared by the Water Division and a recommendation for action by the Water Division. The Town Manager shall then forward the application with his recommendation to the Board of Water Commissioners for approval or disapproval.

3. Charges

- (a) Main installation in accepted Town streets shall hereinafter be installed on a 50-50 percentum cost-sharing basis, with the applicant paying one half the cost and the Town the remainder, given Town Meeting appropriation for the extension, or entirely at the applicant's expense absent a Town Meeting appropriation therefor. In the former instance, the applicant shall deposit his money with the Town Treasurer/Collector before materials shall be ordered or work commenced; alternatively, the abutters shall be assessed betterments in accordance with MGL Chapter 40, Section 42G-I, inclusive, as amended, and MGL Chapter 80, as amended, and said betterment shall be recorded before materials shall be ordered or work commenced. In the latter instance, work shall be undertaken only in accordance with the procedures set forth in subsection (b) below. All ledge excavation cost shall be borne entirely by the petitioner in either instance, and in the former instance shall be considered as a separate, additional expense. (Effective January 13, 1983)
- (b) New main installation on streets which have not been accepted shall be the responsibility of the applicant or the abutters who shall bear 100% of the installation cost. All materials used and all labor performed on such installations shall conform to specifications contained in Article V herein. The tapping sleeve and gate valves shall be installed in existing mains by the Contractor under the supervision of the Water Division, and the installer shall be billed for labor and any materials used, including pressure testing repairs, etc., that may be required, for a period of 60 days. After this period the Town shall assume all responsibility for the maintenance of the installation. (Effective January 13, 1983)
- (c) Replacement main installations for inadequate existing mains on streets which have not been accepted shall hereinafter be installed on a 50-50 percentum cost-sharing basis, with the applicant(s) or the abutter(s) paying one half the cost and the Town the remainder, given Town Meeting appropriation for the replacement installation, or entirely at the applicant's (s') or abutter's (s') expense absent a specific Town Meeting appropriation therefor. In the latter instance, work shall be undertaken only in accordance with the provisions of Section (b) above. In the former instance, the applicant(s) or abutter(s) shall deposit his (their) money with the Town Treasurer/Collector before materials are ordered or work commenced; or alternatively, the

applicant(s)/abutter(s) shall be assessed betterments in accordance with MGL Chapter 40, Sections 42G-I inclusive, as amended, and MGL Chapter 80, as amended, and said betterments shall be recorded before materials shall be ordered or work commenced. (Sections (a), (b), and (c) effective January 13, 1983)

4. Installation for the Good of the System

The Division, for the good of the system, may install mains in ways where there is not water or inadequate water, and nothing in these Regulations shall be construed as preventing the Division from doing so. Application for water from such an extension must comply with the extension policy and shall be for the entire street frontage of the applicant's property. (The Division reserves the right to specify which of the policies as outlined in Section 3(a) or 3(b) of this Article shall apply to any particular installations.)

ARTICLE IV
SUBDIVISION EXTENSIONS

1. Application

The application for the installation of water service in a subdivision shall be filed in writing with the Water Division by the subdivider or his authorized agent, consistent with the rules and regulations of the Town Planning Board. No supply mains of less than 8" diameter shall be installed.

2. Minimum Pressure and Fire Flow - Single Unit Residential

A proposed extension to serve single unit residential structures shall have as a design goal sixty-five pounds per square inch of static pressure and a fire flow of 1,500 gallons per minute for a period of at least two hours with a minimum residual pressure of twenty pounds per square inch. Each hydrant on the extension shall not cover in excess of 150,000 square feet. Pro forma hydrostatic pressure and flow calculations based on the flow and pressure characteristics of the water system at the proposed tie-in point shall be performed by a registered professional Water Manager. Should these calculations indicate that the design goals will not be met, a second set of pro forma calculations must be made based on a statement of the future condition of the water system at the tie-in point as provided by the **Town Water Manager**. This set(s) of calculations will be made available to the Board of Water Commissioners. If the present conditions do not allow achievement of the stated design goals but the future conditions do, then the extension appropriate to the future condition will be required as a condition for approval. (Effective February 8, 1982)

Should approval be granted for an extension in which the present condition of the system does not permit the achievement of the above-stated design goal, then the party requesting the extension will be required to have on file at the Registry of Deeds, as attachments to the deeds for each of the individual parcels of land to be served by the extension, a statement that reads: "Minimum static pressure and fire flow as recommended by the Ipswich Water Commissioners and Fire Chief are not met by the water distribution system serving this parcel." As a further condition on this approval, the Water Commissioners may require additional unspecified measures to be taken by the developer to assure improved and/or adequate fire protection. (Effective February 8, 1982)

All costs associated with the determinations and/or registration filings shall be borne by the applicant. (Effective February 8, 1982)

ARTICLE V
WATER MAIN AND SERVICE SPECIFICATIONS

1. General

Water pipe shall be of the type, kind, size and class as shown on the plans or as directed. The pipe shall be laid on a firm foundation with tight joints and properly protected in a trench excavated and backfilled in accordance with these specifications and accompanying plans and as directed by the Water Division.

2. Kinds of Pipe

Pipe for the construction of water mains shall be either [asbestos cement,] cast iron, ductile iron, or polyvinyl chloride pressure (PVC) pipe. (Effective July 7, 1983)

3. Materials

(a) Cast Iron Pipe:

Cast iron pipe shall be centrifugally cast in either metal or sand-lined molds and shall conform in all ways to either USA Standard A21.6 (AWWA C106-62) or A21.8 (AWWA C108-62) or latest revision thereof for Cast Iron Pipe centrifugally cast in metal molds or sand-lined molds. Cast iron pipe shall have a minimum thickness class of class 22 for pipe twelve inches (12") in diameter and under, and class 23 for pipe over twelve inches in diameter. Cast iron pipe shall be pressure class 150 unless otherwise specified.

(b) Cast Iron Fittings:

Cast iron fittings shall conform to USA Standard A21.10 (AWWA C110-64) for Cast Iron Fittings 2 inches through 48 inches and shall be of a pressure rating class of class 250. Joints on cast iron fittings shall be of the same type as the cast iron or ductile iron piping with which they are incorporated.

(c) Ductile Iron Pipe:

Ductile iron pipe shall be centrifugally cast in either metal or sand-lined molds and shall conform in all ways to USA Standard A21.51 (AWWA C151-65) for Ductile Pipe centrifugally cast in metal molds or sand-lined molds. Ductile iron pipe shall have a minimum thickness class of class 52 unless specified otherwise.

(d) Cement Mortar Lining for Water Pipe and Fittings:

All metal water pipe and fittings shall be cement-lined in accordance with the requirements of USA Standard A21.4 (AWWA C104-64) or latest revision thereof for Cement Mortar Lining for Cast Iron Pipe and Fittings for water.

(e) Cast Iron and Ductile Iron Pipe Joints:

(1) Push-On Joints - Push-on joints shall be of the type equal to "Tyton Joint" as manufactured by the United States Pipe and Foundry Company or "Super Bell Tite Joint" as manufactured by James B. Clow and Sons, Inc., or equivalent. Pipe shall be jointed in accordance with the manufacturer's instructions, and any appurtenant materials used in completing the connection, such as lubricants and rubber gaskets, shall be obtained from the same manufacturer as the pipe. In any case, rubber gaskets incorporated into the joint shall conform to USA Standard A21.11 (AWWA C111-64, ASTM C443-60T) or latest revision thereof. Lubricants used shall be manufactured for the express purpose of lubricating the parts of the joint in assembly. The lubricant shall be nontoxic, shall not support the growth of bacteria, and shall have no deteriorating effects on the gasket or the

pipe. It shall not impart any taste or odor in a pie that has been flushed and disinfected in accordance with these specifications.

- (2) Mechanical Joints - Mechanical joints shall conform to the requirements of USA Standard A21.11 (AWWA C111-64). Each joint shall consist of an integrally cast bell and exterior flange having cored or drilled bolt holes, a rubber ring gasket, follower gland and nuts and bolts. Rubber gasket and lubricant shall conform to the requirements established in subsection 3. (e)(1) of this Article. The follower gland shall be from the same manufacturer as the pipe or fitting and shall be brought up to the flange evenly by first partially tightening the bolts and then firmly tightening opposite bolts with a torque wrench in accordance with the manufacturer's specifications. Only bolts furnished with the mechanical joint pipe or fitting shall be used and shall be high-strength corrosion resistant alloy with tee head and hexagon nut.
- (f) [Asbestos Cement] Water Pipe:
[Asbestos cement] pipe and couplings shall be class 150. All pipe and couplings shall be manufactured and tested in accordance with "AWWA Standard for AC Pressure Pipe for Water and Other Liquids" (AWWA C400). Pipe shall have a USFDA approved vinyl seal coat.
 - (1) Pipe shall be properly machined on each end to facilitate joining the pipe sections and to provide automatic end separation of each pipe in each coupling assembly.
 - (2) Standard pipe lengths shall be thirteen (13) feet. Up to ten (10) percent of the total footage of any one size may be furnished in random lengths between seven (7) and thirteen (13) feet in length.
- (g) [Asbestos Cement] Water Pipe Fittings:
 - (1) The inner surface of each coupling shall have gasket retaining grooves which, when the pipe is assembled, shall compress the gasket to form a water-tight seal.
 - (2) Rubber Rings shall be of uniform solid cross-section and conform to ASTM D1869 "Rubber Rings for Asbestos Cement Pipe".
 - (3) Compatible adaptors for connecting Class 150 asbestos-cement pipe and cast iron or ductile iron fittings shall be furnished as required.
- (h) Polyvinyl Chloride Pressure Pipe (PVC):
Polyvinyl Chloride Pressure pipe (PVC) and couplings shall be Class 150 or Class 200. All Pipe and couplings shall be manufactured and tested in accordance with AWWA C900-81 (or latest issue) specifications entitled "AWWA Standard for Polyvinyl Chloride (PVC) pressure pipe 4-inch through 12-inch for Water", including Appendix A entitled "AWWA Design Requirements and Criteria for PVC Water Pipe", and other applicable Appendices as issued. (Effective July 7, 1983)
 - (1) Pipe couplings and joints shall be made using an elastomeric gasket. Solvent-cement couplings will not be permitted. Elastomeric gaskets shall conform with the requirements of ASTM F-477 (or latest issue). The bell end of the pipe shall be an integral part of the pipe designed to lock in the gasket. The bell section shall be adequate to withstand pressures not less than the pressure class rating of the pipe and meet the requirements of AWWA C900-81 (or latest issue). (Effective July 7, 1983)
 - (2) Standard pipe lengths shall be 20 ft. plus or minus 1 inch. Up to 15 percent of the total footage may be furnished in random lengths but not less than 10 feet long. (Effective July 7, 1983)
 - (3) Fittings for PVC Pipe - Fittings for PVC water pipe may be either cast iron or ductile iron. Jointing of the PVC pipe to fittings shall use rubber gaskets conforming to

ANSI/AWWA c111/A21.11-80 or latest issue and as recommended by the manufacturer. Where required or as directed by the manufacturer, adaptors shall be used. Joint gaskets for PVC pipe shall not be used with cast iron or ductile iron fittings unless approved by the Town. (Effective July 7, 1983; subsequent subsections (h)-(r) were relettered (i)-(s).)

(i) Valves:

- (1) Gate Valves - Gate valves shall be iron body bronze mounted, double disc, parallel seal, mechanical joint, for underground use, wrench operated, nonrising stem, "O-ring" seal to the requirements of AWWA Specifications C500-71. Valves shall be equal to type used presently by the Town of Ipswich. Valve shall be designed for a water working pressure of 200 pounds per square inch and a water test pressure of 400 pounds per square inch. Gate valves shall have a 2-inch nut for wrench operation, and the operating nut shall have an arrow cast in the metal indicating the direction of opening. Valves shall "OPEN LEFT". Valves shall have maker's initial, pressure rating and a year of manufacture cast on the body.
- (2) Butterfly Valves - Use of butterfly valves on 12-inch class 100 and on 8-inch class 200 PVC pipe may require an adaptor to allow the valve disc clearance from the pipe. (Effective July 7, 1983)

(j) Valve Boxes:

Valve boxes shall be equal to type currently used by Town of Ipswich and shall be provided for each underground valve. Valve boxes shall be heavy pattern cast iron, cast in two or three telescoping sections of sliding construction and of such lengths as will provide, without full extension, the required cover. The lower section shall be belled or domed at the bottom to fit over the valve nut. The upper section shall fit over the lower section and shall be flanged at its base to provide proper bearing. Covers shall be at least 6 inches in diameter, shall fit flush with the top, shall have the word "WATER" cast thereon in raised letters, and shall be slotted for easy removal. Valve boxes shall be of good quality cast iron, free from all defects in material and workmanship, and shall be coated with coal-tar pitch enamel or other approved coating. Valve boxes shall be suitable for the size valve on which they are used and shall weigh at least 100 pounds with cover.

(k) Curb Boxes:

Curb boxes shall conform to the specifications for valve boxes except that, for curb boxes for service lines 1 inch and under, a buffalo-type cast iron curb box with 2 1/2 inch shaft will be used; for service lines between 1 1/4 and 2 inches, a 4 1/4 inch shaft with arch base will be used; for service lines over 2 inches, a 5 1/4 inch shaft will be used.

(l) Service Connections:

- (1) Service connections shall consist of piping, corporation stops, curb stops and curb boxes. Corporation stops installed in asbestos cement water pipe will require the use of a Smith-Blair repair service clamp, double strap or equal. All corporation cocks will have Type CC threads. Piping for service connections shall consist of annealed copper tubing Type K soft and shall conform to the requirements of ASTM Standard B88. No foreign copper tubing will be allowed. Minimum allowable size for service connections shall be 3/4 inch. Services shall be extended from the main to the lot line or to the curb cock, whichever is further. Corporation cocks will be Mueller H-15008 metal gripper and double face gasket or equal. Curb stops will be Mueller H15219 with drains or equal. Taps in the main for services shall be made only in the top one-half section to prevent the introduction of sediment into the service. Curb cocks shall be located in the center of the

grass plot or on the property line or as directed by the Water Division. Corporation stops installed in PVC pipe may be directly tapped into pipe 6-inch or larger, or using service clamps or saddles of a type recommended for use with PVC pressure pipe. Cutting tools for tapping shall be of a type suitable for PVC pressure pipe. Direct taps shall use corporation stops with AWWA threads. All other requirements set forth in Article V Subsection 3(1) of these regulations shall be conformed to. (The last four sentences effective July 7, 1983)

- (2) Before any services are installed, the contractor shall furnish the Water Division, for its approval, a list of all materials and their manufacturer, together with model and/or catalog number and, if necessary, shall furnish a sample for inspection by the Division.
- (3) Suitable fittings for the installation of a water meter shall be provided on all services. Meters and outside registers shall be installed by the Water Division only. A Ford Ball valve HB-34 or equal shall be installed by the contractor on the water main side of the meter.
- (4) Materials used for service connections from the curb cock to the building are the responsibility of the contractor except that at least ten (10) feet of Type K copper tubing shall be installed from the ball valve to the outside of the foundation.
- (5) Service connections shall be buried at least four and one half feet. In ledge or rocky soil, service connections shall be bedded and covered by at least six inches of sand. No underground electrical, gas or sewer service shall be constructed within five feet of the service connection between the water main and the curb cock.

(m) Tapping Sleeves and Valves:

No contractor shall be allowed to tap any water main owned by or presently used by the Water Division without the express written permission of the Water Division. If permission is obtained, the contractor shall employ an approved tapping sleeve and gate valve of compatible manufacture and make the tap under the direction of a representative of the Water Division, in accordance with the manufacturer's instructions for installation. The use of tapping sleeves and gate valves which require a poured joint will not be permitted. Tapping sleeves shall be Rockwell 622 with mechanical gate or equal.

(n) Hydrants:

Hydrants shall be as manufactured by Darling B-50-B or B-62-B, or equal, with breakaway flange and shall comply with AWWA Standard Specification C502-65 for fire hydrants for water works services. They shall have 6 inch hub ends and 5 1/2 inch diameter clear opening at valves and shall open by turning to the left (counter-clockwise). Hydrants shall be of ample length for 6 feet of trench. They shall be provided with two 2 1/2 inch hose nozzles and one 4 1/2 inch pumper outlet with National Standard Fire Hose thread and chained caps. Operating nuts shall be AWWA Standard (pentagonal, measuring 1 1/2 inch point to flat). Hydrants shall be equipped with "O-Ring" packing. Hydrants shall be shop painted in accordance with AWWA Specifications. The breakaway flange shall be 2 inches above final grade. All hydrants shall be marked with a 2 inch minimum diameter pipe 9 feet in length. This pipe shall be set 3 feet into concrete between the hydrant and oncoming traffic and shall be painted red. (The first sentence effective July 7, 1983)

(o) Thrust Blocks:

Thrust blocks, where required, shall be of concrete and shall have a compressive strength of 3000 psi at 28 days. Blocking shall be placed between solid ground and the hydrant, bend or fitting to be anchored. Unless otherwise indicated or directed, the base and thrust bearing side of

the thrust blocks shall be poured directly against undisturbed earth. The sides of thrust blocks not subject to thrust may be poured against forms. The area of bearing shall be as directed. Blocking shall be placed so that the fitting joints will be accessible for repair. Steel rods and clamps shall be protected by galvanizing or by coating with bituminous paint.

(p) Miscellaneous Metal Work:

Bends, hydrants, valves, and appurtenances shall be strapped and clamped where required and/or as directed. Steel bars, rods and plates shall be of structural steel. Straps, bridle rods, clamps, anchors, and such other parts shall be provided as directed and as approved. After installation, all parts of the strapping and clamping devices shall be given two heavy coats of an approved coal-tar base protective coating.

(q) Plugs:

A plug, where permitted, shall be equipped with a 1 inch blow-off and gate box.

(r) Backfill:

- (1) The contractor shall furnish all materials and equipment and perform all incidental work necessary to backfill trenches for pipelines and appurtenances.
- (2) Common fill shall consist of mineral soil substantially free from organic materials, loam, wood, trash, and other objectionable materials which may be compressible or which cannot be properly compacted. Fill to one foot above the top of the pipe shall be screened gravel or sand. Above this point common fill with material up to 10 inches in its largest dimension may be used. Common fill shall have physical properties such that it can be readily spread and compacted. Snow, ice and frozen soil shall not be permitted. It is anticipated that, in most areas, material excavated from the trench will meet the requirements of common fill. Where excavated material does not meet the requirements, it shall be replaced with common fill obtained from other sources.
- (3) Granular fill shall consist of hard, durable stone and coarse sand, essentially free from frost, frozen lumps, loam and clay, well-graded, and containing no stone having any dimension greater than 3 inches. The grading of sizes and material shall be such that the gravel may be thoroughly consolidated. The grading shall conform to the following requirements:

| | | |
|-----|------------------------|-------------|
| (a) | Passing 3/8 inch sieve | 70% maximum |
| (b) | No. 10 sieve | 50% maximum |
| (c) | No. 200 sieve | 5% maximum |
- (4) Screened gravel shall consist of hard, durable particles of proper size and gradation, and it shall be free from sand, loam, clay, excess fines, and deleterious materials. The size of the particles shall be uniformly graded gravel such that not less than 95 percent of the particles will pass a 1/2 inch sieve and not more than 5 percent will pass a No. 4 sieve. Quality and gradation shall be acceptable to the Water Division.

(s) Pavement:

The Standard Specifications for Highways, Bridges and Waterways, as issued by the Commonwealth of Massachusetts, Department of Public Works, shall apply to materials and workmanship requirements for temporary and permanent pavements used to replace pavements removed or damaged during construction. Temporary and permanent pavement shall be Class I, Bituminous Concrete, Type I-1, conforming to Section 460 of the Massachusetts Standard Specifications referred to above.

4. Construction Methods

(a) General:

In unloading, storing, stacking and handling of pipe, fittings, valves or appurtenances, the contractor shall take special care to insure that his methods are consistent with methods employed by the manufacturer in the manufacture and shipping of the product. Insofar as possible, all heavy materials shall be carefully handled by the use of hoists or skidways to avoid shock or damage. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground. It shall be the contractor's responsibility to inspect all shipments, and to replace or repair at his own expense any materials which have been damaged through his own negligence. Whenever possible, pipe shall be strung along the routes with the bell ends facing in the direction in which the work is to proceed.

(b) Trench Excavation:

The contractor shall excavate the trench to the lines and grades as directed by the Water Division. Special care shall be taken to protect existing underground utilities and support the sides of the trench to prevent movement, to include the use of sheeting, shoring and bracing. The contractor shall also be required to do all dewatering of the trench which may be necessary to insure that the trench bottom is firm and dry. If, in the opinion of the Water Division, unsatisfactory soil conditions exist at the required trench grade, the contractor may be required to excavate below normal trench grade until suitable foundation material is encountered. The excavation shall then be backfilled with screened gravel in 6-inch layers. Each layer shall be properly tamped and compacted until normal trench grade is obtained. The contractor shall make additional excavation, by hand or an approved mechanical method, at each bell location and of sufficient depth to insure that proper jointing methods may be applied. The contractor shall also make such additional excavations as may be necessary to provide for proper placement of concrete thrust blocks, valves, hydrants, stone for hydrant drains, services and other appurtenances as shown on the plans or as directed by the Water Division. All water main trenches shall be such that a minimum cover of 4 1/2 feet is provided over the pipe, except at gate valves where a minimum of 3 feet of cover shall be provided at the top of the valve bonnet. When ledge or rock is encountered at trench grade, the contractor shall excavate an additional 6 inches and backfill with screened gravel to pipe grade. Backfill shall be thoroughly compacted.

(c) Bedding the Pipe:

- (1) Cast Iron or Ductile Iron - The trench shall be prepared to receive the pipe in accordance with AWWA Standard Specification C600 for the installation of cast iron water mains. In general the bed shall be free from any large stones and of smooth and uniform surface. Any voids under the pipe shall be filled and thoroughly tamped so that the pipe is fully supported throughout its entire length. It is desirable that the bed be rounded out so as to form a cradle in advance of laying the pipe to prevent pipe movement. If so directed, the contractor shall lay the pipe on blank blocking and thoroughly tamp beneath the pipe to provide uniform bearing.
- (2) [Asbestos Cement] Water Pipe - Asbestos Cement Water Pipe, couplings, fittings and rubber rings shall be installed in accordance with the "AWWA Standard for Installation of [Asbestos cement] Water Pipe" AWWA C603, and shall be bedded in sand as approved by the Water Division, free from stones, and at such depths as will provide not less than 4'6" of cover below the finished grade of street or area. Sand shall be used for at least 12 inches on all sides of the pipe and tamped by hand before backfilling the

trench by machinery. Pipe shall be kept at least 3'0" away from catchbasins or culverts to prevent freezing.

- (3) PVC Pressure Pipe - Bedding material for PVC pressure pipe shall consist of either gravel borrow or crushed stone. Gravel borrow shall conform to the Commonwealth of Massachusetts Department of Public Works Standard Specification for Highways and Bridges classification M1.03.0 Type C. Crushed stone shall conform to Massachusetts Standard Specification M2.01.4. The bedding material shall be carried to 1 foot above the top of the pipe for the full width of the trench. The bedding material shall be compacted to not less than 95 percent of maximum density as determined in accordance with the requirements of Method D of ASTM Specification D1557-78. The minimum bedding thickness under the pipe shall be 6 inches. (Effective July 7, 1983)
- (d) Laying the Pipe and Fittings:

The pipe shall be placed in the trench in accordance with the manufacturer's recommendations or by an approved method in such a manner as to insure that the pipe is not damaged. All pipe shall be thoroughly sound, dry and clean before laying, and the utmost of care shall be taken to insure that its condition is not altered when it is placed on the bed. A tight plug shall be installed once the pipe is in place to keep out groundwater and dirt. All work associated with laying the pipe shall conform to AWWA Standard Specification C600 wherever applicable and not in conflict with the provisions contained in these specifications. When the pipe is in place, screened gravel or sand, whichever is applicable, shall be placed in the trench and thoroughly compacted to the spring-line of the pipe. Under no circumstances shall blocking be permitted when laying PVC pipe. (Last sentence effective July 7, 1983)
- (e) Installation of Valves and Hydrants:
 - (1) Valves - The contractor shall install all valves and tapping sleeves and valves together with valve boxes, at the locations shown on the plans or as directed by the Water Division. In general, valves shall be installed as close as possible to plumb and in accordance with the applicable subsections 4(c) and 4(d) of this article, and in accordance with the manufacturer's recommendations. Valve boxes shall be installed at every valve location and shall be adjusted to the proper finished grade and set plumb and centered over the operating nut of the valve. The contractor shall exercise special care that the valve box is free of dirt and other obstructions and that the base does not rest on the valve bonnet. An earth cushion shall be provided between the bonnet and the base. After installation is completed, all valves shall be operated and then left in the closed position.
 - (2) Tapping Sleeves and Valves - The contractor shall install tapping sleeves and valves in accordance with the applicable provisions of these specifications. In addition, before backfilling over any tapping sleeve, all exposed portions of any bolt used to hold the two halves of the sleeve together shall be heavily coated with two coats of Inertol #66 Special Heavy or approved equal bituminous paint. It shall be the contractor's responsibility to furnish the necessary tools and labor to make all approved taps of live mains.
 - (3) Hydrants - Hydrant spacing shall be no greater than five hundred feet or as directed by the Fire Chief. The hydrant shall be set plumb and at the proper elevation with respect to final finished grade. The breakaway flange shall be set 2 inches above finish grade. The hydrant base shall be set on firm material and shall be adequately anchored by mechanical means or by concrete thrust blocks. The contractor shall place one-half cubic yard of selected 2-inch stone around the hydrant base for drainage purposes. Stone shall be placed to 6 inches above the hydrant drain. Hydrant locations shall be such that no

part of the hydrant is within 1 foot of the curblin and no less than 20 feet from an intersecting street. Prior to any hydrant being tested under pressure, all hydrant laterals and mains shall be flushed to remove dirt, rocks, and foreign matter. Hydrant types shall be approved by the [Town Water Manager]. Each nozzle and pumper outlet shall be at least 18 inches above grade on the installed hydrant. Prior to acceptance by the Town, each hydrant shall be flow tested and inspected for proper drainage. (Last three sentences effective February 8, 1982)

(f) Concrete Thrust Blocks:

Concrete thrust blocks shall be installed at all bends, fittings, dead ends and hydrants as shown on the plans or as directed by the Water Division. Concrete for thrust blocks shall consist of Class I cement concrete. The thrust block shall be formed in such a way that as much of the undisturbed earth on the trench wall and bottom will be incorporated into the forming as is possible. In making both the forms and the pour, special care shall be taken to insure that concrete is not poured in and around the joints of the pipes and fittings. In the event that other utilities or local conditions prohibit the use of thrust blocks, the contractor shall furnish and install mechanical thrust resisting devices, upon the approval of such devices by the Water Division. Mechanical thrust-resisting devices may be substituted for concrete thrust blocks and incorporated into the work if it is deemed to be more expeditious to do so provided, however, the device shall be at least equal in resistance to the thrust block and of a satisfactory design.

(g) Service Connections:

- (1) Corporation Stops - The contractor shall furnish and install all corporation stops at the locations as shown on the plans or as directed by the Water Division. The corporation stops shall conform to the requirements of subsection 3(l) (1) of this Article. The contractor shall be equipped with a tapping machine which will permit tapping of water mains under pressure and shall have a supply of combination drills and taps having a Mueller thread or equal. The tapping machine shall be rigidly fastened to the pipe, and the tap shall be made in the upper one-half of the pipe. The length of travel of the tap shall be so established that, when the stop is inserted and tightened with a 14 inch wrench, not more than 1 to 3 threads will be exposed on the outside. When a wet tap is made, the corporation shall be inserted with the machine still in place.
- (2) Copper Tubing - The contractor shall furnish and install copper tubing at the locations as shown on the plans or as directed by the Water Division. Copper tubing shall conform in all ways to subsection 3(l)(1) of this article. Excavation for services shall be to a minimum depth of 4 1/2 feet, and the contractor shall exercise special care to insure that the bottom is free from sharp rocks or ledge outcroppings. In placing the service in the trench, the contractor shall be careful that the copper tubing has no kinks or sharp bends and that the screened gravel, placed to a depth of 6 inches over and around the service, is free from large or sharp stones which may come in contact with the service.
- (3) Curb Cocks and Boxes - Curb cocks and boxes shall be furnished and installed by the contractor where noted on the plans or as directed by the Water Division. Materials under this section shall conform in all ways to subsections 3(k) and 3(l)(1) of this article. The contractor shall place compacted gravel around and below the curb cock to permit draining of the pipe through the waste opening. The curb box shall be set flush with the finish grade and shall be adjustable from 4 to 5 feet. The operating rod shall be a 30 inch rod.

(h) Hydrants, Valve Boxes, and Curb Boxes Removed and Reset:

If the contractor is directed by the Water Division to remove and reset a hydrant, valve box or curb box, he shall carefully excavate the structure to be removed, disassemble the item, relocate it, and then reassemble the item in its new location. Prior to their discontinuance, all items to be removed and reset shall be checked by the Water Division to insure that they are in satisfactory condition. When the Division has satisfactorily determined that they are in good working order, they shall be installed in their new location in accordance with the same construction methods as for new hydrants, valve boxes and curb boxes.

(i) Hydrants, Valve Boxes and Curb Boxes Removed and Stacked:

If the contractor is directed by the Water Division to remove and stack hydrants, valve boxes, and curb boxes, he shall do so in accordance with the provisions of subsection 4(h) of this article except that, once the item is removed, it shall be stacked in a neat and orderly fashion in a location designated by the Water Division.

(j) Cleaning:

At the conclusion of the work, the contractor shall thoroughly clean all pipelines by flushing with water or other means to remove all dirt, stones, pieces of wood, or other material which may have entered during the construction period. Debris cleaned from the lines shall be removed from the low end of the pipeline. If, after this cleaning, obstructions remain, they shall be removed. After the pipelines are cleaned, if the groundwater level is above the pipe or the surface water level is above the pipe following a heavy rain, the Water Division shall examine the pipes for leaks. If any defective pipes or joints are discovered at this time, they shall be repaired by the contractor.

(k) Pressure Testing:

The contractor shall furnish the necessary equipment and labor for carrying out a pressure test and leakage test, as specified in AWWA C600, on the completed pipes. The hydrostatic pressure for the pressure test shall be maintained for at least 30 minutes, and the hydrostatic pressure for the leakage test shall be maintained for at least 60 minutes.

The amount of leakage permitted shall be in accordance with AWWA Specifications C600, current edition. If any leaks occur during either test, they shall be repaired to the satisfaction of the Water Division. The contractor shall make any taps and furnish all necessary caps, plugs, etc., as required in conjunction with testing the pipe. The contractor shall also furnish a test pump, gauges, and any other equipment required in conjunction with carrying out the hydrostatic test.

(l) Chlorination of Pipelines:

- (1) Before being placed in service, all new water pipelines shall be chlorinated in accordance with AWWA C601, "Standard Procedure for Disinfecting Water Mains."
- (2) Before any disinfecting procedures are initiated, the Water Division shall be advised of the contractor's intended methods, and no work shall be done until such methods are approved by the Water Division. The contractor shall provide all necessary tools, material, and labor for disinfecting the mains.
- (3) The location of the chlorination and sampling points shall be determined by the Water Division in the field. Taps for chlorination and sampling shall be installed by the contractor. The contractor shall uncover and backfill the taps as required.
- (4) The general procedure for chlorination shall be first to flush all dirty or discolored water from the lines, and then to introduce chlorine in approved dosages through a tap at one end, while water is being withdrawn at the other end of the line. The chlorine solution shall remain in the pipeline for about 24 hours.

- (5) Following the chlorination period, all treated water shall be flushed from the lines at their extremities and replaced with water from the distribution system. Bacteriological sampling and analysis of the replacement water shall then be made by the Water Division or its agent in full accordance with AWWA Specification C601. The contractor shall be required to rechlorinate, if necessary, and the line shall not be placed in service until the requirements of the State Department of Environmental Protection are met.
 - (6) Special disinfecting procedures shall be used in connections to existing mains and where the method outlined above is not practical.
- (m) Backfilling the Trench:
Upon installation of the pipe, the trench shall be backfilled and final restoration of the surface made. From the top of the bedding to a point twelve inches over the top of the pipe, screened gravel or sand, whichever is applicable, shall be placed in six inch layers and thoroughly compacted. Each layer shall be moistened and then compacted by rolling or by tamping with mechanical rammers or by hand tamping with iron tampers having a tamping face not exceeding twenty-five square inches in area. Special care shall be taken to insure that backfill around the pipe is adequately tamped.
The remainder of the backfill shall be common fill or granular fill and shall be placed in twelve-inch layers and compacted as specified above. Compaction for that portion of the trench twelve inches above the top of the pipe shall be to 90% of maximum density, as determined in accordance with Method D of ASTM specification D1557-78. The use of jetting or flooding to obtain a necessary compaction for bedding of the pipe will not be permitted. (Last two sentences effective July 7, 1983)
Whenever a loam or gravel surface exists prior to cross-country excavations, it shall be removed, conserved, and replaced to the full original depth. In some areas, it may be necessary to remove excess material during the cleanup process, so that the ground may be restored to its original level and condition. If the contractor prefers not to store loam or topsoil, he shall replace it with loam or topsoil of equal quality and in equal quantity.
In freezing weather a layer of fill shall not be left in an uncompacted state at the close of a day's operations. Fill shall not be placed on snow, ice, or frozen uncompacted soil, nor shall snow, ice, or frozen soil be incorporated in any fill. At the close of each day's operations, the surface of the compacted fill shall be rolled or otherwise smoothed to eliminate any ridges or mounds.
- (n) Compaction Control:
 - (1) The contractor will make compaction tests as directed by the Town in accordance with ASTM D1556-64 (1974) as the work progresses to determine the degree of compaction being attained. Corrections for oversize stones larger than 3/4-inch in size shall be made in accordance with ASTM "Procedure for Testing Soils", suggested method for correcting maximum density and optimum moisture content of compacted soils for oversize particles. (Effective July 7, 1983)
 - (2) Any corrective work required as a result of such tests, such as additional compaction or a decrease in the thickness of layers, shall be performed by the contractor. (Effective July 7, 1983)
 - (3) Compaction control tests will be made at no expense to the Town and by a testing laboratory approved by the Town. (Section (n) effective July 7, 1983; former sections (n)-(q) were relettered (o)-(r).)
- (o) Restoring Trench Surface:

- (1) Where the trench occurs adjacent to paved streets, in shoulders, sidewalks, or in cross-country areas, the contractor shall thoroughly consolidate the backfill and shall maintain the surface as the work progresses. If settlement takes place, he shall immediately deposit additional fill to restore the level of the ground. In and adjacent to streets and highways, if the top 24-inch layer is unsuitable for use as subgrade or shoulder material, the contractor shall remove this layer and provide granular fill for the subgrade.
 - (2) The surface of any driveway or any other area which is disturbed by the trench excavation and which is not a part of the paved highway shall be restored by the contractor to a condition at least equal to that existing before work began.
 - (3) In sections where the water main passes through grassed areas, the contractor shall, at his own expense, remove and replace the soil or shall satisfactorily loam and seed the surface. The depth of the loam replaced shall be at least equal to that removed by the contractor in his trenching operations, but in no event shall it be placed less than 6 inches in depth.
- (p) Pavement Replacement:
- (1) The contractor shall furnish all labor, material, equipment and incidentals necessary to replace all paved areas damaged by his operations.
 - (2) The contractor shall, after pipe laying and backfilling operations are completed, and after a 12-inch gravel sub-base is shaped and compacted, place the pavement.
 - (3) The contractor shall be required to hose clean all road surfaces after backfilling and before any surfacing, but in no case shall pavement be placed until the trench material is dry.
 - (4) The contractor shall maintain pavement during the guarantee period of two years and shall promptly refill and repave areas which have settled or are otherwise unsatisfactory for traffic.
 - (5) The contractor shall furnish and spread calcium chloride on disturbed surfaces to allay dust conditions. Calcium chloride shall conform to AASHO M-144.
 - (6) No permanent pavement shall be placed within 90 days after completion of backfilling, unless permitted to do so in writing by the Town of Ipswich Department of Public Works. Repaving may be delayed for a longer time if the said Department of Public Works so directs.
 - (7) Temporary pavement shall be 1 1/2 inch thick bituminous concrete. Temporary pavement shall be maintained until replaced by permanent pavement.
 - (8) If points of settlement or holes appear in the temporary pavement, the contractor shall repair the same within three days of notification by the said Department of Public Works.
 - (9) Permanent pavement to be placed over the width of the trench shall be 2 1/2 inches of bituminous concrete, laid in two courses: a 1 1/2 inch binder course, and a 1 inch wearing course. Temporary pavement shall be removed, and the sub-base shall be prepared by thoroughly compacting and shaping the sub-base to the required grade and cross-section, and the edge of the old pavement shall be trimmed to a smooth straight line and tack coated.
Immediately prior to laying the binder course, the trimmed edges shall be stable and unyielding, free of loose or broken pieces, and all edges shall be thoroughly broomed and coated with an approved asphalt tack coat. Prior to placing wearing course, the binder course shall be broomed and tack coated.

If directed by the Ipswich Department of Public Works, permanent pavement of a thickness greater than 2 1/2 inches shall be placed. Material and placement shall conform to the above specifications, and thicknesses shall be as specified by the Town.

(q) Cross Connections:

Cross connections must conform to Section 22 of the Drinking Water Regulations of Massachusetts, current edition, as issued by the Commonwealth of Massachusetts Department of Environmental Protection.

(r) Ties:

Ties for the accurate location of all gate valves, curb cocks, tees, elbows, etc., shall be supplied by the contractor to the Water Division. Dead-end house services shall be marked with a 2-inch pipe at the terminal of the service. This pipe shall protrude 3 feet above ground level.

ARTICLE VI
WATER METERS

1. Installation

The Water Division shall install meters and outside registers on all services. All applicants for water shall make available a suitable location and shall install fittings for such meters. Any individual consumer/user of water who refuses or fails to allow the Water Division to install meters and/or connect to the Town's automatic meter reading system on any service shall be subject to Civil and/or Criminal prosecution for such refusal and/or failure and shall pay to the Water Division any expenses, costs, and legal fees incurred by the Water Division in compelling such installation. (Last sentence effective October 9, 1981)

Any person who wishes to have a separate water meter installed to measure water usage for outside irrigation and/or other (unsewered) purposes shall apply to the Department together with an application and meter installation fee of \$200, and shall re-arrange his/her building's plumbing system to accommodate the second meter in a secure, all-weather location in accordance with "Sketch II CRITERIA FOR INSTALLATION ONLY OF SECONDARY IRRIGATION METERS", said sketch being attached to these Regulations and incorporated herein. Each secondary meter installed pursuant to this paragraph shall have a telephone dial-up or another automated reading device used by the Water Division, and shall be installed by the Water Division staff. The Division reserves the right to read on a daily basis the primary and secondary meters of any customer having a secondary irrigation meter, if the Division feels that the circumstances so warrant.

(Second paragraph added September 9, 1996, effective October 1, 1996)

2. Free Access

The property owner or consumer must keep such meters accessible for reading and inspection at all times. If there is an obstruction, the Town shall contact the owner in writing to clear the obstruction; if the obstruction is not cleared, estimated usage charges shall be assessed until the obstruction is cleared, and then a retroactive billing adjustment shall be made.

3. Damages

The owner of the property served by water shall be responsible for payment of any and all reasonable expenses incurred by the Division in replacing a meter damaged, in the judgment of the Water Manager, either by obvious vandalism or negligence. (Amended effective July 27, 1989)

4. Tests for Accuracy

Any customer on a metered service shall be entitled to an examination and test of his meter to determine the accuracy of same. A written application shall be accompanied by a \$3 charge which shall be returned if the meter is found to register more than 2% over the actual amount of water used. Also the percent of overcharge for a year prior to the date of the test shall be credited to the customer's account. The charge will be forfeited as payment for removing, testing, and replacing if the meter does not register over the 2% as above, and the customer shall also be charged with the proper additional amount that he should have been charged or should have paid. (Refer to MGL Chapter 40, section 39 (I).)

5. Replacement Meters

~~Retroactive to July 1, 1988,~~ A customer having a meter which is: (a) greater than twenty-five years old; or (b) has ceased to operate or is found faulty under a test for accuracy conducted as set forth in Section 4 above, shall have his/her meter replaced at the expense of the Water Division (provided said meter has not been damaged due to obvious vandalism or negligence). ~~A credit against future billings will be made as opposed to a cash refund.~~

6. Unmetered Services

All unmetered year-round customers shall be ordered to engage a plumber at their own expense to fit their plumbing for a meter. In the event such customer fails to prepare for meter installation, the unmetered year-round water service rate shall be applied prospectively to the date of metering [~~April 1, 1987, to September 30, 1989,~~ the rate was \$255/year, now \$1600/year.]. (NOTE: First sentence amended July 27, 1989; balance amended September 9, 1996, to be effective October 1, 1996)

7. Water meters shall be installed or removed only by or under the supervision of Water Division personnel. (Amended October 26, 1989)

ARTICLE VII
PAYMENT OF BILLS

1. Billing

Bills for water service shall be rendered at the convenience of the Division and shall be payable upon receipt by the customer.

2. Rate Schedule and Charges

All charges shall be billed in accordance with the schedule of rates and charges in Article VIII hereinbelow.

3. Payment

All bills due to the Division for water and services are payable at the Office of the Town Treasurer/Collector. Checks and money orders shall be made payable to the Town of Ipswich Water Division.

4. Inoperative or Unread Meters

When a meter fails to register the consumption or is not read by the Water Division, a quantity shall be estimated based on previous consumption patterns, and a charge shall be so billed.

5. Water Not Used

All water passing through a meter shall be charged for, whether used or wasted.

6. Discontinuance of Service

No allowance shall be made for the non-use of water service, unless official notice is given and the service is shut off by the Division. A service charge shall be billed for shutting off an individual service.

7. Unpaid Bills

Unpaid bills shall become property tax liens per Massachusetts General Laws, Chapter 40, Section 42A as amended.

8. Liability for Charges

All bills shall be rendered to the recorded owner or to his authorized agent if the written notice of the appointment of said agent is on file with the Division. Owners of property shall be held liable for the charges to tenants.

9. Transfer of Accounts

A minimum semi-annual charge shall be made which is payable for any portion of semi-annual use. In the event of transfer of ownership of the premises, the seller notify shall the Division of such transfer; otherwise, the seller shall remain liable for charge incurred by the premises until notice is received. The semi-annual bill covering the period in which such notice is received shall be issued to the seller only on water used prior to said notice. The new owner shall receive a bill for the semi-annual minimum plus any overage for his portion of use.

10. Bills Not Received

Failure of an owner to receive a bill does not relieve him from the obligation of its payment, nor from the consequences of nonpayment.

11. Occupant Meter Readings

If the meter reader fails to find access to the building, he shall leave a postcard for the occupant to take his own reading and mail to the Division. If this card is not received in time for billing, the account shall be billed in accordance with Article VI, Section 4. When the meter is read again, the difference between the sum of the billed amounts and the bill for the actual reading shall be charged or credited.

ARTICLE VIII
RATES

1. Summer Use Rates

[There shall be an unmetered summer use rate of \$375.00 (change to \$800) per season (Patriot's Day to Columbus Day) per unit. (Amended effective April 1, 1995)]

When a customer requests a meter, it shall be installed for a fee as set forth in Article II, Section 1(b) of these regulations. Winter storage, fall removal and spring installation fees to such customers requesting these services shall be \$50/year for each succeeding year.

Summer service customers who drain their services, remove and hang up their meters, and re-install in the spring, shall be exempt from the \$50 storage and maintenance fee. However, should a summer service customer opt to perform the draining, removal, storage and spring re-installation on his own and the meter becomes damaged, said customer shall bear the full expense for repair or replacement of the damaged meter. (The second and third paragraphs amended effective October 26, 1989)

Metered summer services shall be billed for the period Patriot's Day to Columbus Day ~~as one seasonal billing~~ on the same rates and charges as year-round customers, ~~but the seasonal billing shall be treated as one "semi-annual" billing period~~ on a billing frequency to be determined by the Water Manager." (The second, third and fourth paragraphs effective November 1, 1984)

2. Unmetered Year-Round Rates

There shall be an unmetered year-round water service rate of \$1,600 per year. (Amended effective October 1, 1996)

3. Turn-On and Shut-Off Charges

No person except Water Division personnel shall be permitted to turn on or shut off water at the curb cock. There shall be a \$25 service charge for requests by customers (not prompted under Article I, Section 7(e) above) for turning on or shutting off water services and for final water meter readings. Such requests shall be made twenty-four hours in advance to the Water Division office only. Customer failure to meet an appointment resulting in a repeat service call shall occasion an additional \$25 fee per repeat service call. Customers having shallow summer services are permitted to turn on and shut off their own services, at their own risk for damages, and accordingly shall not be billed the standard \$25 turn-on and shut-off fees at the open and close of the summer season. (Last sentence effective November 1, 1979) (Fees increased to \$25 effective October 26, 1989)

4. Sprinkler and Fire Hose Charges

There shall be a \$200 per year standby service and inspection charge for sprinkler systems payable July 1st. There shall be a \$75 per year fire hose standby service charge payable July 1st. (Amended effective October 26, 1989)

5. Normal Charges for Metered Year-Round Rates

| | <u>From</u> | <u>To</u> |
|-------------------------------------|--------------------|--------------------------------|
| Eliminate minimum charges | | actual use x \$5.79/100 cu. ft |
| Summer Rate from May 1 to Sept 30 | \$2.50 /100 cu. ft | \$8.69 /100 cu. ft |
| Winter Rate from Oct. 1 to April 30 | \$8.69 /100 cu ft | \$2.50/100 cu. ft. |
| All Other User Charges | | |
| Year Round (Base Rate) | \$5.79/100 cu. ft. | No Change |

(Elimination of minimum charges and establishment of seasonal rate structure. Summer rate effective May 1 of each year, winter rate effective October 1 of each year. Amended effective May 1, 2003)

6. Discounts

To be eligible for a discount on water service, all charges on the account must be current. If so eligible, a discount of 10% shall be permitted for payment of water service charges within twenty-one (21) days of issuance of a bill. (Section 7. effective April 1, 1983)

7. Interest Charges

Interest charges to the maximum percentage permitted under Massachusetts General Laws, Chapter 40, Section 42A, as amended, shall be assessed on unpaid balances from the thirty-first (31st) day following the date of billing and shall be added to the next quarterly billing. In addition to said interest charges, there shall be a service charge on water liens as set forth in the following schedule:

| <u>Unpaid Balance</u> | <u>Water Lien Service Charge</u> |
|-----------------------|----------------------------------|
| \$ 1.01 - \$ 50.00 | \$ 20.00 |
| \$ 50.01 - \$100.00 | \$ 30.00 |
| \$100.01 - \$150.00 | \$ 40.00 |
| \$150.01 - \$200.00 | \$ 50.00 |
| \$200.01 - \$250.00 | \$ 60.00 |
| \$250.01 and over | \$100.00 |

(First paragraph of Section 7. effective April 1, 1983) (Schedule of Water Lien Charges effective March 29, 1990)

8. Disconnected or Tampered

Upon discovery that a water meter has been disconnected or tampered with, there shall be a flat charge of \$300.00 which shall be assessable for each billing period it remains disconnect, said charge to be in addition to estimated usage charges billed in accordance with Article VII, Section 4, of these regulations. (Added effective October 26, 1989)

9. Hydrant Maintenance Charges

There shall be an annual hydrant maintenance charge of \$25.00 per hydrant, payable to the Water Division. The provisions of this section shall apply to hydrants on private ways (payable by third parties), as well as to hydrants on public ways (payable by the Town). (Added effective April 1, 1995)

ARTICLE IX
MISCELLANEOUS PROVISIONS

1. Contractors installing water main extensions pursuant to applications approved under Article III or IV of these Regulations shall be required, as a precondition to the Division's issuance of approval, to execute an Indemnity Agreement (attached in Appendix IV of these Regulations and incorporated herein) and to file with the Public Works Director Certificates of Insurance in accordance with the requirements of the: (a) Commonwealth of Massachusetts General Laws, with respect to Workers' Compensation; and of (b) Town of Ipswich STREET OPENING PERMIT REGULATIONS. (Amended effective March 29, 1990)

2. Street Opening Permits; Notification Requirements

- (a) Prior to the commencement of work within the public way, the contractor shall obtain a street opening permit from the Department of Public Works, pursuant to Town By-Laws Chapter XII Section 5(c), and file therewith a bond as assurance that the road shall be properly restored to Town standards; this bond shall remain in effect for a duration of two years after completion of the work. No permit to install a new main or service shall be issued between December 15th and March 15th of the succeeding year except in emergency situations determined by the Director of Public Works.
- (b) The Water Division shall be notified by the contractor at least two working days prior to the commencement of the work.
- (c) Upon completion of the work, water shall not be turned on by the contractor, nor shall the water be turned on by the Water Division until the work has been approved by said division. (Amended effective March 19, 1990)

3. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the contractor shall observe the utmost care not to endanger life and property. All explosives shall be stored in a secure manner, and all such storage places shall be clearly marked, "DANGEROUS - EXPLOSIVES" and shall be in the care of competent watchmen at all times. The method of storage and handling explosives and highly inflammable materials shall conform with all State laws and regulations pertaining thereto. The contractor shall obtain all necessary permits relating to the storage and use of explosives.

4. Barricades, Warning Signs, and Traffic Control

The contractor shall, at all times and at his own expense, provide, place and erect all necessary barricades and warning signs and furnish and keep lighted all lights necessary mutually to protect the work, traffic, pedestrians and animals. He shall also furnish at his own expense a sufficient number of watchmen at all times to protect the work.

Whenever it is deemed necessary, in the opinion of the Chief of Police, to direct traffic around work areas within the public way, the contractor shall, at his own expense, obtain the services of a policeman at such times as may be designated.

The contractor shall be held responsible for all damage to the work due to any failure of signs.

5. As-Built Plans

Upon the completion of a main extension performed pursuant to an application under Article III or IV of these Regulations, the contractor shall file with the Water Division one reproducible as-built plan of said extension, which plan shall be at a scale of 1" = 40' and shall show the accurate location of all water mains, gate valves, tees, reducers, plugs, services, hydrants, and metes and bounds of all easements conveyed to the Town.

ARTICLE X
VIOLATION; PENALTIES; SEVERABILITY

1. Any person found to be in violation of any provision of these Regulations shall be served by the Town with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Within the time period stated in such notice, the offender shall permanently cease all violations.
2. Any person who shall continue any violation beyond the time limit provided in Section 1. hereinabove shall be guilty of a misdemeanor and, on conviction thereof, shall be fined in an amount not exceeding three hundred (\$300) dollars for each day of violation, or such other higher penalty as may be prescribed by law.
3. *In the alternative, these Regulations may be enforced pursuant to the provisions of Massachusetts General Laws Chapter 40, Section 21D, and GENERAL BY-LAWS OF THE TOWN OF IPSWICH, CHAPTER XVII, NONCRIMINAL DISPOSITION OF CERTAIN VIOLATIONS, Section 4. Applicable By-Laws, Rules or Regulations:, Subsection C. Rules and Regulations.*
4. These Regulations are severable; the invalidity of any section, clause, sentence or portion thereof shall not affect the validity of any other part of these Regulations which can be given effect without such invalid part or parts.

APPENDIX I
TOWN OF IPSWICH BY-LAWS

CHAPTER XV, SECTION 10: Public Water Use Restriction and Restraint

The Board of Water commissioners may, upon seven (7) days' notice to the public by newspaper publication and after a public hearing, restrict or restrain the use of public water supply in any manner on public and/or private premises by any means, including by shutting off the water or the curb cock, during a drought, hurricane, conflagration or other disaster when, in the opinion of the Department of Environmental Protection, an emergency exists. No person shall violate any such restriction or restraint while same remains in effect. (Adopted May 1, 1978)

MASSACHUSETTS GENERAL LAWS

CHAPTER 165, SECTION 11:

Whoever unlawfully and intentionally injures, or suffers to be injured, a water meter belonging to a city, town, district or company engaged in supplying water, or prevents such meter from duly registering the quantity of water supplied through it, or hinders or interferes with its proper action or just registration, or attaches a pipe to a main or pipe belonging to a city, town, district or company without the consent of the same, unless it passes through a meter set by such city, town, district or company, shall be punished by a fine of not more than one hundred dollars or by imprisonment for not more than one year, or both.

CHAPTER 111, SECTION 171:

Whoever willfully deposits excrement or foul or decaying matter in water used for domestic water supply, or upon the shore thereof within five rods of the water, shall be punished by a fine of not more than fifty dollars or by imprisonment for not more than one month. A police officer or constable of a town where such water is wholly or partly situated, acting within the limits of his town, and any executive officer or agent of a water board, board of water commissioners, public institution or water company furnishing water or ice for domestic purposes, acting upon the premises of such board, institution or company and not more than five rods from the water, may without a warrant arrest any person found in the act of violating this section and detain him until a complaint can be made against him therefor. But this section shall not interfere with the sewage of a town or public institution, or prevent the enrichment of land for agricultural purposes by the owner or occupant thereof.

APPENDIX II

Date _____

**APPLICATION FOR WATER
IPSWICH WATER DEPARTMENT**

The undersigned desires a supply of water at the following location:

_____ Property Location

To be used for the following purposes:

Domestic () Fire Sprinkler ()

The applicant agrees to comply with the Division's rules and regulations and understands that this application constitutes a contract between the signed, his heirs, his assignees and the Town of Ipswich Water Department.

Work Done by Private Contractor: The applicant is to have the complete connection installed by an approved private contractor. The Town may make up to 1-inch service taps (for a fee of \$200.00), and the applicant must pay the tap-in charge in advance. The contractor must apply for a street opening permit at the office of the Department of Public Works. The contractor will: do all the work on private and Town property; supply all materials not furnished by the town; do all excavation (including ledge); backfilling; patching (temporary and permanent) and any other work is necessary to complete the connection.

Application and Inspection Charges: The applicant must pay in advance a \$500.00 application fee and a \$200.00 meter and inspection fee to the Utilities Office. The Water Manager will determine the size, type and make of meter to be used. If he/she determines that the meter size shall be greater than 5/8" diameter, the applicant shall be responsible for the incremental cost of said meter over the current Town's latest bid price for a 5/8" meter. In the event the Water Manager determines that the meter size shall be greater than one inch (1"), the customer shall be responsible for payment for all materials and contracted outside service installation. All meters shall be the property of the Town of Ipswich Water Department. The Town shall supply, install, and seal all meters. The cost of the 5/8" water meter is included in the meter and inspection fee.

Applicant's Signature

Applicant's Address (Print)

Property Owner (Print Last Name)

Property Owner's Address (Print)

Water Manager's Approval

| Application Charge | Tap-In Charge | Inspection Charge | Miscellaneous Charge | Total Charge |
|--------------------|---------------|-------------------|----------------------|--------------|
| | | | | |

**Town of Ipswich Utilities Department, 272 High Street, P.O. Box 151, Ipswich, MA 01938
Phone (978) 356-6637, Fax (978) 356-6634**

APPENDIX III

TOWN OF IPSWICH
WATER DIVISION
TOWN HALL
IPSWICH, MASSACHUSETTS

I (we) _____, owner or lessee
of the property at _____,
hereby give permission to officers, employees or agents of the Town of Ipswich Water Division to enter
upon said premises for the purpose of installing, replacing and/or repairing the water service pipe or
pipes. The expense incurred for work performed by the Town on private property shall be allocated in
accordance with the provisions of Article I, Section 4. of these Regulations. It is understood and agreed
that the Town of Ipswich is hereby released from all liability for any damage resultant of such work.

In witness whereof the following signature is affixed this _____ day of
_____, 2_____.

Witness:

(Date) _____

(Amended October 23, 1986)

APPENDIX IV

INDEMNITY AGREEMENT - WORK IN PUBLIC WAYS

In consideration of the promise of the Inhabitants of the Town of Ipswich, a body corporate, in the county of Essex, hereinafter called the Town, to accept the work hereinafter described (provided it is completed in a workmanlike manner) and of the promise of the Town to service, maintain, and use the said work and for other valuable consideration, the receipt whereof is hereby acknowledged,

hereinafter called the Indemnitor, covenants and agrees that it will indemnify and save harmless the public officials of the Town both in their individual and official capacity, and the said Town from any claims or damages or judgments for personal injury or death, or for property damage of any kind sustained by any person or persons whomsoever, arising out of the performance of the said work.

The Indemnitor further covenants and agrees that it will take over the defense of, and pay all of the expense of the defense of, any suit at law or in equity brought by any person or persons whomsoever, on account of such claims.

The Indemnitor agrees to furnish, and herewith does furnish, a certificate of paid insurance for public liability with limits for injuries to persons and to property as specified in Article IX, Section 1 of the Regulations of the Town's Water Division, said insurance to be for the protection of all persons (except employees engaged in the said work) who may have claims for personal injuries or death or for property damage arising out of the negligence of the Indemnitor or its services or agents or independent contractors engaged in the said work.

The Indemnitor further agrees to furnish, and herewith does furnish, a certificate of paid-up workmen's compensation insurance for the protection of all employees of the Indemnitor, or of independent contractors performing the said work, against injuries arising out of, and in the course of, their employment upon the said work.

The Indemnitor shall not be liable under this agreement for any claims for occurrences after it has obtained a written acceptance of the said work from the said Town.

IN WITNESS WHEREOF, the Indemnitor has hereunto affixed its hand and seal this _____ day of _____, 2_____.

APPENDIX V

CONVEYANCE OF TITLE

In consideration of the promise of the Inhabitants of the Town of Ipswich, hereinafter called the Town, acting through its duly authorized officials, to accept the work hereinafter described, if it is performed satisfactorily to the said Town and in consideration of the promise of the Town to maintain, use and repair the said work after it has been accepted, and for other valuable consideration, the receipt whereof is hereby acknowledged, the undersigned hereby agrees to assign, release and convey and transfer to the said Town, all the right, title and interest that it may have in the said work, said assignment to take place within () days after the said work is completed to the satisfaction of the Water Division.

Moreover, in the event the work is to be performed in an unaccepted way, the undersigned further agrees to convey a utility easement to the Town prior to the commencement of work.

The undersigned also acknowledges and agrees that the Town is under no obligation, either expressed or implied, to pay for the said pipe line or for any of the expense of installing the same.

IN WITNESS WHEREOF, the undersigned has hereunto affixed its hand and seal this _____ day of _____, 2_____.

Consistent with the proposed Outdoor Water Use Bylaw, Article I, Section 7 of the Water Rules and Regulations shall be replaced in its entirety with the following:

7. Restriction on Use of Water

The Town reserves the right to restrict the use of water as it deems necessary to ensure an adequate supply of water for drinking and fire protection and to protect the quality and quantity of water in local aquatic habitats such as ponds, rivers and wetlands and to ensure compliance with the Water Management Act.

The restriction of water use shall be guided by the Drought Management Plan, incorporated herein as Appendix VII. The Water Commissioners, Water Director or Town Manager may declare a Restriction of Water Use as authorized in Chapter 220, Article II of the General Bylaws.

Declared Water Restrictions shall be progressive in nature based on drought conditions. Exceptions to the restrictions may be suspended as necessary to further reduce water use.

Outdoor water uses not subject to restrictions or bans are those required:

- (a) for health or safety reasons;
- (b) by regulation;
- (c) for the production of food and fiber;
- (d) for the maintenance of livestock; or
- (e) to meet the core functions of a business (for example, irrigation by golf courses as necessary to maintain tees and greens, or irrigation by plant nurseries or agricultural operations as necessary to maintain stock or establish new plantings, wash equipment to prevent damage and/or maintain performance, pest management and plant cooling).

During declared Water Restrictions, the following practices shall be permitted:

- (a) irrigation of public parks and recreation fields between the hours of 7:00 p.m. and 6:00 a.m.;
- (b) irrigation of lawns, gardens, flowers and ornamental plants by means of hand-held hose between the hours of 7:00 p.m. and 6:00 a.m.

During declared Water Restrictions the following practices shall be prohibited:

- (a) irrigation of lawns via any system other than hand held hose or bucket;
- (b) washing of vehicles, except to meet core function of a business as described in (e) above;
- (c) washing of exterior building surfaces, parking lots, driveways or sidewalks, except as necessary to apply paint, preservatives, stucco, pavement or cement; and
- (d) filling or refilling of swimming pools.

Further restrictions on outdoor water use beyond those detailed herein may be imposed as necessary.

The following outdoor water uses are subject to review and approval by the Town, through its Board of Water Commissioners or their designee:

- (a) irrigation to establish replanted or re-sodded lawn or plantings during the months of May and September; and
- (b) irrigation of newly planted lawns (seeded or sodded) in the current calendar year for homes or businesses newly constructed in the previous twelve months.

During a declared Water Ban, all outdoor water uses shall be prohibited.

The Town of Ipswich General Bylaws Chapter 220, Article II “Outdoor Water Use” and Massachusetts General Laws Chapter 165:11 and 111:171 are incorporated herein as Appendix I.

TOWN OF IPSWICH
ARTICLE II
OUTDOOR WATER USE

§ 220-2. Authority

This By-law is adopted by the Town under its police powers pursuant to the Home Rule Amendment of the Massachusetts Constitution, Article LXXXIX, to protect public health and welfare and pursuant to its powers under M.G.L. c.40, §§21 et seq. and implements the Town's authority to regulate water use pursuant to M.G.L. c. 41, §69B. This by-law also implements the Town's authority under M.G.L. c. 40, §41A, conditioned upon a declaration of water supply emergency issued by the Department of Environmental Protection under G.L. c. 21G, §15-17.

§ 220-3. Purpose

The purpose of this by-law is to protect, preserve and maintain the public health, safety and welfare whenever a Restriction or Ban of Water Use is declared, by ensuring an adequate supply of water for drinking and fire protection and to protect the quality and quantity of water in local aquatic habitats such as ponds, rivers and wetlands. This purpose will be accomplished by providing for the imposition and enforcement of any duly implemented restrictions, requirements, provisions or conditions on water use imposed by the Town in accordance with this by-law, the Town of Ipswich Water Rules and Regulations and/or by the Department of Environmental Protection under its state law authorities.

§ 220-4. Applicability

All users of the public water supply system and users of private water sources, exclusive of stormwater harvested and stored in tanks or cisterns, shall be subject to this by-law.

§ 220-5. Definitions

Agriculture shall mean farming in all its branches as defined at M.G.L. c. 128, § 1A.

Department shall mean the Massachusetts Department of Environmental Protection (DEP).

Drought Management Plan shall mean the Town of Ipswich Drought Management Plan, Appendix VII of the Town of Ipswich Water Rules and Regulations.

Person shall mean any individual, corporation, trust, partnership, association, agency or authority, or other entity and any officer, employee, group or agent of such persons.

Restriction or Ban of Water Use shall mean a Restriction or Ban of Water Use declared by the Board of Water Commissioners or their designee, pursuant to § 220-6 of this by-law.

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State of Water Supply Emergency shall mean a State of Water Supply Emergency declared by the Department of Environmental Protection under M.G.L. c.21G, §15-17.

Town shall mean the Town of Ipswich.

Water Customers shall mean all persons using the public water supply irrespective of that person's responsibility for billing purposes for use of the water.

Water Sources shall mean all municipal water sources, all private wells, waterways, ponds, rivers and wetlands, excluding harvested stormwater.

Water Users shall mean all persons using water within the Town, including private water sources.

Water Rules and Regulations shall mean the Town of Ipswich Water Rules and Regulations.

§ 220-6. Restriction or Ban of Water Use Declaration

The Town, through its Board of Water Commissioners or its designee authorized to act as such, may restrict or ban the use of water as set forth in Article I, Section 7 of the Water Rules and Regulations. Upon notification to the public that water use is being restricted or banned, no person shall violate any provision, restriction, requirement or condition of the declaration. The Water Commissioners may designate the Water Director or Town Manager to declare a Restriction or Ban of Water Use at any time that conditions warrant. Public notice of a Restriction or Ban of Water Use shall be given under § 220-8 (a) of this by-law before it may be enforced.

§ 220-7. Declaration of a State of Water Supply Emergency

Upon notification to the public that a declaration of a State of Water Supply Emergency has been issued by the DEP, no person shall violate any provision, restriction, requirement, condition of any order approved or issued by the DEP for the purpose of bringing about an end to the State of Water Supply Emergency.

§ 220-8. Public Notification of Restriction or Ban of Water Use Declaration; Notification of DEP

- a) Public Notification of Restriction or Ban of Water Use Declaration – Notice to the public of all provisions, including all restrictions, requirements and conditions imposed by the Town as part of Restriction or Ban of Water Use Declaration shall be made as soon as possible, but no later than 48 hours following the declaration by press release and posting on the Town's website. The Town may also notify the public using other means determined to be appropriate including signage on roadways, cable TV, telephone, email, emergency communication system, etc.

- b) Public Notification of a State of Water Supply Emergency – Notice to the public of all provisions, including all restrictions, requirements and conditions imposed by a State of Water Supply Emergency declared by the DEP shall be made by press release and posting on the Town’s website. The Town may also notify the public using other means determined to be appropriate including signage on roadways, cable TV, telephone, email, emergency communication system, etc. This notice shall be provided as soon as possible, but no later than 48 hours after the public water system receives notice of the DEP’s declaration of a State of Water Supply Emergency.
- c) Any restriction imposed under § 220-6 or § 220-7 or in the DEP’s State of Water Supply Emergency or Order shall not be effective until notification to the public is provided. Submittal of MassDEP’s form “Notification of Water Use Restriction” shall be provided to the DEP within 14 days of the effective date of the restrictions, per MassDEP regulations (310 CMR 22.15(8)).

§ 220-9. Termination of a Restriction or Ban of Water Use Declaration; Notice

A Restriction or Ban of Water Use may be terminated by a majority vote of the Board of Water Commissioners or by decision of their designee upon a determination by either or both of them that the conditions requiring the Restriction or Ban of Water Use no longer exist. Public notification of the termination of a Restriction or Ban of Water Use shall given in the same manner as is required in § 220-8 (a) for notice of its imposition.

§ 220-10. Termination of a State of Water Supply Emergency; Notice

Upon notification to the Town that the declaration of a State of Water Supply Emergency has been terminated by the DEP, the public will be notified of the termination in the same manner as is required in § 220-8 (b) for notice of its imposition.

§ 220-11. Penalties

The Town through its Water Commissioners or its designee including the Water Director or Town Manager and/or local police may enforce this by-law. Any person violating this by-law shall be liable to the Town in the amounts listed below:

- 1) First violation: Warning;
- 2) Second violation: \$ 50;
- 3) Third violation: \$ 100;
- 4) Fourth and subsequent violations: \$ 300.

Each day of violation shall constitute a separate offense. Fines shall be recovered by complaint before the District Court, or by non-criminal disposition in accordance with section 21D of chapter 40 of the general laws. For purposes of non-criminal disposition, the enforcing person shall be any police officer of the town or the water superintendent or the superintendent’s designee. If a State of Water Supply Emergency has been declared the Water Commissioners may, in accordance with G.L. c. 40, s. 41A, shut off the water at the meter or the curb stop.

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§ 220-12. Severability

The invalidity of any portion or provision of this by-law shall not invalidate any other portion or provision thereof.

§ 220-13. Controls on In-Ground Irrigation Systems

The Water Commissioners may regulate the registration, specifications, installation and monitoring of in-ground irrigation systems and appurtenances for all water users.