

Town of Natick

Massachusetts 01760
Home of Champions



Jonathan Freedman, Chair
Susan G. Salamoff, Vice Chair
Richard P. Jennett, Jr., Clerk
Michael J. Hickey, Jr.
Amy K. Mistrot

MEMORANDUM

TO: Board of Selectmen

FROM: Trish O'Neil

DATE: October 12, 2017

RE: 7 Jennings Pond Road, Barbara & William McGrath – Sewer Main Backup Claim

A claim was received on May 9, 2017 from William and Barbara McGrath of 7 Jennings Pond Road seeking damages in the amount of \$8,533.86 from the Town of Natick after a sewer main backup occurred in their home on April 8, 2017. The claim was submitted to our insurance agency, Deland, Gibson, by Ms. Donovan on May 9, 2017 for disposition. An acknowledgement letter was sent to the McGraths from our office indicating that they should hear from Deland, Gibson in approximately three to six weeks. The McGraths were instructed to contact Deland, Gibson directly if they did not receive a response in a timely manner. Documentation and receipts for steps taken to remedy the problem were provided by the McGraths, and it was noted that their own insurance company, Safety Insurance, had paid the McGraths \$2,000 (the maximum allowed for water damage) for their loss.

On May 30th, another letter was received from the McGraths by the Selectmen's Office stating that they were told on May 23rd by the Town's insurance adjuster, Mark Howard of Trident Insurance, that their claim would not be covered. In reviewing the letter, I questioned whether all of the repairs outlined by the McGrath's contractor, Graham Keane, (such as ceiling patching and repairing) were a direct result of the sewer main backup, and I was instructed by Mr. Chenard to ask the McGraths if they had a "check valve" or "back flow device." They did not. Mr. Chenard asked me to request that the McGraths provide a more detailed estimate from their contractor, on the contractor's letterhead, of damages directly related to the backup and **to instruct them to install a check valve or back flow device since the lack of one would preclude any future payment of damages should another backup occur.** Mr. Chenard stated that the Board would need to vote on whether or not to pay the claim.

In speaking with the Director of Public Works, I determined that the DPW did remove a blockage from the public sewer main on April 8th, shortly after the complaint was received from the Police Department, but the staff were not aware of any backup into the home since they did not enter the property. Mark Howard of Trident Insurance notified the McGraths by mail in a letter dated June 1st that the Town could not be held liable for any property damage since there had been no negligence on the Town's part.

The McGraths have provided a revised estimate of needed repairs from a different contractor, Karl Brack, in the amount of \$5,100.

The \$2,000 Safety Insurance check was used to pay bills from Budget Drain and Service Pro.

Mr. and Mrs. McGrath are requesting that the Town compensate them in the amount of \$5,100 for repairs as outlined in the Scope of Work from Mr. Brack, plus \$1,535.30 as per the Home Depot estimate for carpet replacement, totaling **\$6,635.30**.

Funds for payment would come from the Water & Sewage Damage Claims Budget Line Item.