

**SELECTMEN'S MEETING AGENDA\***

*Griffin Room, Town Hall  
732 Main Street, Harwich, MA  
Regular Meeting 6:30 P.M.  
Monday, February 6, 2017*

**REVISED**

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **WEEKLY BRIEFING**

IV. **PUBLIC COMMENT/ANNOUNCEMENTS**

V. **CONSENT AGENDA**

- A. Approve minutes –
  - 1. January 17, 2017 Regular Meeting
  - 2. January 23, 2017 Regular Meeting
- B. Set seasonal population at 30,500 for Alcoholic Beverages Control Commission
- C. Approve application for Road Race by B.A. Event Promotions for the Harwich Cranberry Harvest Half Marathon & 10K Road Races on Sunday, October 1, 2017 including request for a One-Day Entertainment License and One-Day Special License for Wine and Malt and to waive Town-wide Facilities Use Policy for the event
- D. Reappoint Dan Casey as full member of the Waterways Committee for a term to expire June 30, 2019
- E. Approve request for assistance from the Caleb Chase Fund as recommended
- F. Approve the 2017 Summer Concert Series to be held at Brooks Park
- G. Approve the recommendation of the Town Administrator to approve the Eversource petitions to install underground conduit and hand holes to supply service to 18 Snow Inn Road and 30 Cherokee Road

VI. **PUBLIC HEARINGS/PRESENTATIONS** *(Not earlier than 6:30 P.M.)*

- A. Presentation – Outer Cape Health Services

VII. **OLD BUSINESS**

- A. CDM Smith Phase II Contract
- B. 97-93 Route 28 Project Update
- C. Housing Production Plan
- D. Wastewater Information Guide
- E. Wastewater Tracking Project Update
- F. Wastewater Project Oversight discussion
- G. Action Item Register

VIII. **NEW BUSINESS**

- A. Draft RFI for West Harwich School
- B. Potential Adoption of West Bridgewater Temporary Moratorium on Legalized Marijuana
- C. Support of Room Rental Tax

IX. **TOWN ADMINISTRATOR'S REPORT**

- A. FY18 Budget Message to be presented at February 13, 2017 Board of Selectmen meeting
- B. Response from Attorney Giorgio on Charter changes
- C. Efficiency and Regionalization Grant Program

X. **SELECTMEN'S REPORT**

XI. **ADJOURNMENT**

*\*Per the Attorney General's Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following "New Business." If you are deaf or hard of hearing or a person with a disability who requires an accommodation contact the Selectmen's Office at 508-430-7513.*

Authorized Posting Officer:

Posted by: \_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Ann Steidel, Admin. Secretary

Date: \_\_\_\_\_  
February 2, 2017

**MINUTES  
SELECTMEN'S MEETING  
GRIFFIN ROOM, TOWN HALL  
TUESDAY, JANUARY 17, 2017  
6:30 P.M.**

**SELECTMEN PRESENT:** Brown, Hughes, Kavanagh, LaMantia, MacAskill

**OTHERS PRESENT:** Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, Chief Clarke, Scott Tyldesley, John Rendon, Joe McParland, Anne Stewart, Matt Hart, Sally Urbano. Craig Chadwick, Richard Waystack, and others.

**MEETING CALLED TO ORDER** at 6:30 p.m. by Chairman MacAskill.

**PUBLIC COMMENT/ANNOUNCEMENTS**

Ms. Urbano requested that the CPC reconsider their vote on their recent decision to deny the Historical Commission's project proposal for 2016-17 regarding the area of West Harwich up for National Registry nomination.

**CONSENT AGENDA**

- A. Minutes:
  - 1. December 12, 2016 Regular Session
  - 2. December 19, 2016 Regular Session
- B. Confirm appointment of Raymond Chesley as Building Commissioner for the Town of Harwich as recommended
- C. Accept the resignation of David Sadoski as a member of the Recreation and Youth Commission effective immediately
- D. Accept the resignation of Greg Winston as a member of the Historic District/Historical Commission effective January 19, 2017

Ms. Kavanagh moved approval of the Consent Agenda. Mr. Hughes seconded the motion and the motion carried by a unanimous vote. Chairman MacAskill noted that Mr. Winston has served on the Historical Commission for 30 years and thanked him for his service.

**PUBLIC HEARINGS/PRESENTATIONS** *(Not earlier than 6:30 P.M.)*

- A. Station 2 Committee presentation on conceptual plans and estimated costs

Craig Chadwick, Chair and Richard Waystack, Vice-Chair, provided the attached Power Point presentation on the conceptual plans and estimated costs for the Station 2 project. They asked for the Board's support in moving forward with a warrant article and took questions in regard to costs, services, timeline, and design. The Board, by consensus, expressed support for the project. Mr. LaMantia requested that they also provide the cost to equip the building. Mr. Clark noted that there is a draft article ready to go and a ballot question will be required as well.

**OLD BUSINESS**

## A. West Harwich School update

The Board discussed putting out a new RFI for the West Harwich School as well as potentially demolishing the building and the potential use of the property for a pumping station for our wastewater program in the future. Mr. Hughes noted that it wouldn't be needed for 5-10 years but would be very beneficial to the wastewater program. Mr. LaMantia liked the idea but recommended sending out one more RFI. Mr. Hughes noted that any RFI should indicate that rest rooms must be available to the public. Ms. Brown noted that in the past she suggested selling the building as there are a group of citizens interested in restoring its historic integrity, but she now believes we may need it for the wastewater program. She added that she doesn't believe we need another RFI. Ms. Kavanagh agreed and suggested moving the building. Chairman MacAskill asked if the RFI can be structured in a couple of ways including use and for purchase/removal. Mr. Clark agreed and said the property could be used for a pumping station or recharge area. A resident of 55 Smith Street said there is interest in West Harwich to restore this building. Mr. Clark said he would work on an RFI to rehab and remove this building. Mr. Hughes moved that we craft and issue a new RFI for the West Harwich School which looks at rehabbing the building and potential uses for the building as well as potentially relocate the building or selling the building. Ms. Brown seconded the motion. Ms. Urbano stated that it was unthinkable to move the building and historic standards indicate that is not a way to preserve the building. She asked the Board to take out "removal of building." The Board did not reconsider and the motion carried by a unanimous vote.

## NEW BUSINESS

### A. Saquatucket water-side project update/discussion

Mr. Hart, Waterways Committee Chair, stated that the Corps of Engineers has changed some of their policies and if the Town cannot move forward we will lose the \$1,000,000 grant. He stated that if we develop a harbor within the existing footprint we must have handicap accessibility which reduces the number of slips in the harbor now. He said they are being told that they don't want us to extend the dock out toward Nantucket and there is an issue with dredging. He commented that right now we are dead in the water.

Mr. Rendon stated that the design is 90-95% complete, Annual Town Meeting has approved the funding, and we got a \$1,000,000 grant toward construction. He stated that there have been delays with regard to permitting with the Army Corps. He explained that our initial testing on dredge material failed and that required us to do additional biological testing which is being done currently and all looks good right now. He stated that hopefully we are coming to conclusion that we can dispose of our dredge material in Rhode Island sound and we should know within a month. He noted that this has caused delay and additional cost as biological testing is not cheap. He further explained that part of our design was to extend our east dock into the Federal Navigation Area and there has been a change in how these requests are being viewed by the Navigation branch of the Army Corp. He stated that we submitted our permit package in March which is reviewed by the Navigation branch and there is now a lot more scrutiny and you must have a compelling need. Mr. Rendon explained that he thinks there is such a need as evidenced by the fact that it is a safety issue, we aren't in compliance with handicapped accessibility right now which isn't serving our public well, we get a large number of fishing boats from Chatham operating out of Harwich as the bar in Chatham is worse than ever, we are a safe haven for transients, and our waiting list is 20 years out. He noted that the review, called Section 408 review, can take 6-9 months. He stated that he has pushed as hard as he can but he doesn't consider it dead in the water. He noted that we have gotten a one year extension on the grant.

Mr. Clark reported that we have engaged Congressman Keating's office and perhaps the next step is to contact the senators and get it on their radar. He said we can prepare a letter for the Board's next meeting. Ms. Kavanagh recommended going to Governor Baker as well as coordinating with the Cape Cod Commission and Fishermen's Alliance. Mr. Hughes recommended pushing the importance of the effect on our economy as well as contacting Kopelman & Paige to see if they have any contacts on the Army Corps. The consensus of the Board was to draft letters to the senators and anyone else they can. Mr. Hart agreed to send Mr. Clark his notes to assist in drafting the letters.

Mr. Rendon pointed out that there is an alternative process where we can appeal through an Act of Congress to take ownership of that half of our harbor currently controlled by the Corps. He noted that it is a lengthy process so it would be used secondarily. The Board agreed to bring back a letter next week.

#### B. CDM Smith Phase II Contract – discussion

Mr. Clark reported that he, the Town Engineer and Water Superintendent are recommending the award of contract for the Pleasant Bay south area to CDM Smith. The Board was in agreement with the recommendation and commented on the professionalism of the firm. Mr. Hughes suggested inviting one or two of the principals of the company in to make a presentation and Chairman MacAskill recommended getting reference checks.

#### C. Petition Article procedure

Chairman MacAskill questioned Mr. Clark's traditional involvement in preparing petition articles. Mr. Clark noted that the procedure is somewhat new and it came as a result of a Town Meeting in which there were 7 petition articles and only one was legally valid to be voted on. He stated that the time involved varies but is probably 1-2 hours depending on the complexity of the proposal. Chairman MacAskill questioned if it is a guideline or policy and Mr. Clark pointed out that the procedure was voted by the Board. Mr. Hughes commented that giving people guidance makes sense legally and it behooves us to do that. Ms. Kavanagh agreed.

#### D. Action Item Register

Chairman MacAskill noted that this is just an update and encouraged the Board to keep working on their items.

### **TOWN ADMINISTRATOR'S REPORT**

#### A. Middle School Building Use – final version with recommended changes

Mr. Clark noted that the document is informational only and there is an effort to fill up the building. No action was taken.

#### B. Cape & Vineyard Electric Co-op Service Contract

Mr. Clark reported that we received the contract from CVEC in the amount of \$22,000 and he has signed it. He added that there is nothing in the document of concern and it is now operative.

### C. Snow and Ice Deficit

Mr. Clark reported that we have gone over the snow and ice budget, we have \$500,000 out of free cash to cover it and if we don't spend it, it goes into reserves.

### **SELECTMEN'S REPORT**

Mr. Hughes asked to compare the CVEC spreadsheet of September 2015 through September 2016 to now and to show the break down and net benefit.

Chairman MacAskill stated that he cannot attend the MMA meeting. Mr. Hughes moved that Angelo LaMantia represent the Board of Selectmen of the Town of Harwich at the annual MMA meeting on Saturday, January 21st and vote our wishes at the meeting as our representative. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

Chairman MacAskill reported that he attended the Water Commission meeting and they have agreed to be an off-taker but they want a modification that they will get an accounting once a year.

### **ADJOURNMENT**

Chairman MacAskill adjourned the meeting at 8:05 p.m.

Respectfully submitted,

Ann Steidel  
Recording Secretary

**MINUTES  
SELECTMEN'S MEETING  
GRIFFIN ROOM, TOWN HALL  
MONDAY, JANUARY 23, 2017  
6:30 P.M.**

**SELECTMEN PRESENT:** Brown, Hughes, Kavanagh, LaMantia, MacAskill

**OTHERS PRESENT:** Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, Chris Joyce, Don Howell, Richard Waystack, Anita Doucette, Peter DeBakker, Sharon Pflieger, and others.

**MEETING CALLED TO ORDER** at 6:30 p.m. by Chairman MacAskill.

Chairman MacAskill called for a moment of silence on the passing of former Selectman, Planning Board member and Library Trustee, Robert Widegren.

**WEEKLY BRIEFING**

Chris Joyce announced the upcoming volunteer recruitment event at the Community Center on January 28, 2017.

**CONSENT AGENDA**

- A. Minutes:
  - 1. January 9, 2017 Executive Session
  - 2. January 9, 2017 Regular Session
- B. Approve petition by Eversource to install underground conduit to supply service to 6 Camp Avenue as recommended by Town Administrator
- C. Approve "Report of the Board of Selectmen" for 2016 Annual Town Report book
- D. Appoint Joseph Powers as full member of Historic District/Historic Commission from alternate position
- E. Appoint Mead, Talerman & Costa, LLC as Special Counsel to the Town for zoning, land use, planning and real estate law matters

Ms. Kavanagh moved approval of the Consent Agenda. Ms. Brown seconded the motion. Mr. LaMantia requested that within the next couple of months we lay out what the costs are going to be for the Middle School and what fees we are generating. The motion carried by a unanimous vote.

**PUBLIC HEARINGS/PRESENTATIONS** *(Not earlier than 6:30 P.M.)*

- A. Public Hearing – Application for transfer of stock from Arthur J. & Christina A. Luke to Luke Beverage Inc.

Ms. Kavanagh read the hearing notice into record. Attorney Glenn Alberich, representing the applicant, explained that A.J. and Tina Luke are 50/50 owners of 4 corporations, each of which owns a package store, one of which is in Harwich. He stated that they have been advised that they have grown enough that they should consider a reorganization which is what they are doing. He noted that Luke Beverage Inc. is the new corporation which is being set up and is serving as a parent corporation and

each of the individual store owning operations are being merged into Luke Beverage Inc. by a transfer of stock between the individual corporations, which they own solely, and the new parent corporation which they own solely as well. He explained that this is being done for organizational purposes, efficiency, economics, and to some extent for estate planning and for tax reasons. He noted that it has been a good organization with no violations. Mr. Clark said everything appears to be straightforward and recommended approval. Mr. Hughes moved to close the hearing. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote. Mr. Hughes moved that we grant the request for the transfer of stock for A.J. Luke. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

## **OLD BUSINESS**

### **A. Saquatucket Water-Side Project**

Mr. Clark stated that they were asked at the last meeting to put together a letter which Mr. Rendon has since prepared. He noted that he received an email today from the Army Corps acknowledging receipt of the letter of support from the state and indicating that they are progressing and that the process would take months or longer if there are a lot of comments during comment period. He further noted receipt of a letter of support from the Fishermens Alliance. Mr. Rendon stated that he had questioned if the navigational review could be done in conjunction with the environmental dredge permit review but it is contingent upon the results of the dredge. He expressed concern that if we have to wait 2-3 months before we get to the public comment for the navigational review it may get too late and we might miss the window to do this during next off season. Mr. LaMantia said he has spoken to Representative Peake about this and she is very much in support of sending a letter. He suggested putting a note on her letter reinforcing the timeliness. Mr. Clark said he would meet with Mr. Rendon to see if there is any additional material we can provide. Mr. Hughes moved to approve the letters to send to representatives regarding the water-side of Saquatucket Harbor moving the project forward and authorize the Chair to sign. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote. Mr. Hughes suggested sending a letter to someone higher up at the Corps.

### **B. Action Item Register**

Chairman MacAskill commented that a lot of the items are now marked "Status Complete." He noted that this item is informational only so the Board knows they can continue to work on the things they had put in. Mr. Hughes suggested putting this on a future agenda so each Selectman can go over progress on what they were assigned to do.

## **NEW BUSINESS**

### **A. By-Law Charter Review Committee potential charter changes**

Mr. Howell reviewed the individual proposed Charter changes as follows:

To see if the Town will vote to propose the following amendments to the Harwich Home Rule Charter, to be approved by the voters at the next annual Town election as follows (Deletions shown in strike through and new text shown as underlined):

1. Amend Chapter 3 subsection 3-7-3, Prohibitions, as follows:

Members of the board of selectmen shall be eligible to serve, to the extent permitted by law, as ex officio members of as liaisons to appointed and elected town agencies. A liaison for any elected town agency or committee shall be appointed by a majority vote of the entire board of selectmen and shall be for the sole purpose of efficient communication between the board of selectmen and the affected appointed and/or elected town agency.

2. Amend Chapter 3 subsection 3-6-1, Powers of Appointment, as follows:

3-6-1 Except as may otherwise be provided by General Laws, this charter, or the personnel by-law, the board of selectmen shall have the power to appoint and remove: a) a town administrator as provided in chapter 4; b) a town counsel; c) a town accountant a finance director; d) a police chief; e) a fire chief; f) 3 assessors for overlapping 3-year terms; g) 3 members of a board of registrars of voters for overlapping 3-year terms; h) election officers; and i) 1 or more constables.

3. Amend Chapter 7 subsection 7-1-2, Advertising of Vacancies and Appointing Town Agencies, as follows:

7-1-2 To further promote a maximum level of qualified, active, and interested citizen participation on appointed town agencies, the board of selectmen shall advertise all vacancies and impending appointments. This advertising shall enumerate the vacancies that are to be filled and shall solicit the submission of a citizen activity record form from persons willing and able to serve. The advertisements shall be posted in a manner consistent with open meeting law postings (including on the Town's web site) and may be published in a newspaper of general circulation in the town. and shall be made once a week for a minimum of two weeks after the vacancy arises Vacancies shall remain posted/advertised a minimum of two weeks prior to an appointment by the board of selectmen.

There was discussion about keeping the website up to date particularly the committee information including terms and he noted that there isn't a point person for this. Ms. Goodwin noted that we do not have a dedicated webmaster and are doing the best we can. Mr. LaMantia asked Mr. Clark to check into who is responsible for this. Ms. Brown questioned if we need to hire a webmaster or is it part of IT. Mr. Clark stated that we aren't going to be able to add anyone for this year's budget. He encouraged anyone who sees an issue to contact us so we can make the necessary changes. He said we will try to have departments keep up with their own changes. Ms. Goodwin noted that her department has continuously offered training to all Boards and Committees multiple times. She noted that some Boards and Departments are doing it. Mr. LaMantia recommended that the Interview and Appointments take on the responsibility of making sure this goes forward.

4. Amend Chapter 7 subsection 7-2-2, General Provisions, as follows:

7-2-2 All town agencies of the town shall; a) organize annually at the first meeting after the beginning of the town's fiscal year (July 1 - June 30); b) elect necessary officers a chair, a vice-chair and a clerk; c) adopt rules of procedure and voting; d) maintain minutes and records of attendance, copies of which shall be a public record and regularly filed with the town clerk; and e) nominate prospective employees of their choice, who shall be considered for appointment by the town administrator, as provided in clause 4-4-2.

5. Amend Chapter 7 subsection 7-4-1, Board of Health, as follows:



7-4-1 A board of health of 5 members shall be appointed in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws by the board of selectmen for 3-year overlapping terms. One member, at least, shall be a doctor of medicine, or a person with significant experience in public health.

6. Amend Chapter 7 subsection 7-5-1, Planning Board, as follows:

7-5-1 A planning board of 9 members and 2 alternate members shall be appointed in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws by the board of selectmen for 3-year overlapping terms.

With regard to the balance of the items, Mr. Howell explained that they are deleting any reference to committee membership and want to place it in the by-laws. He stated that he anticipates 5 or 6 new subsections to be added for committees that exist that aren't currently referenced in the Charter. Mr. Clark commented that the approach is a good one to provide flexibility particularly if committees are having problems with membership as it is easier to change the By-Laws than the Charter. Ms. Brown and Mr. LaMantia questioned why the Housing Committee isn't in the Charter. Mr. Clark said the point is if its already in the Charter then you want to change it, if it doesn't exist in the Charter then you want to put it in the By-Law. Mr. Howell agreed and stated that it is a lot harder if we want to take something out or consolidate something. Ms. Brown questioned why these aren't just coming out. Mr. Howell stated that these committees were in the Charter since 1989 and they are the founding committees. Ms. Brown said she preferred to take them all out and refer to them all in the By-Law. Mr. LaMantia agreed but said if we don't do that we have to put something in the Charter that states that if you want more information about committees then you should look in the By-Laws. Mr. Howell agreed and offered language as such. Mr. Hughes said those committees already in should stay in as they are fundamentals of the Charter. Ms. Kavanagh stated that if that was the foundation of the Charter she sees the need to adhere to that. Chairman MacAskill said he is leaning toward leaving the fundamentals in and not change the Charter as it was written.

7. Amend Chapter 7 subsection 7-6-1, Board of Assessors, as follows:

7-6-1 A board of assessors of 3 members shall be appointed in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws by the board of selectmen for 3-year overlapping terms. One member, at least, shall be professionally qualified for the duties of the office.

8. Amend Chapter 7 subsection 7-7-1, Conservation Commission, as follows:

7-7-1 A conservation commission of 7 members and 2 alternate members shall be appointed in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws by the board of selectmen for 3-year overlapping terms.

9. Amend Chapter 7 subsection 7-8-1, Council on Aging, as follows:

7-8-1 A council on aging of 9 members shall be appointed in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws by the board of selectmen for 3-year overlapping terms.

10. Amend Chapter 7 subsection 7-9-1, Historic District and Historical Commission, as follows:

7-8-1 A historic district and historical commission shall be appointed by the Board of Selectmen in accordance with the provisions of this charter and the General Laws as outlined in Article V of the By-laws in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws by the board of selectmen for 3-year overlapping terms.

11. Amend Chapter 7 subsection 7-10-1, Recreation and Youth Commission, as follows:

7-10-1 A recreation and youth commission of 7 members shall be appointed in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws by the board of selectmen for 3-year overlapping terms.

12. Amend Chapter 7 subsection 7-11-1, Cultural Council, as follows:

A cultural council of 5 members shall be appointed in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws by the board of selectmen for 3-year overlapping terms in accordance with the General Laws of the Commonwealth of Massachusetts. Members shall not be eligible to serve more than 2 consecutive terms.

13. Amend Chapter 7 subsection 7-12-1, Zoning Board of Appeals, as follows:

A zoning board of appeals of 5 members and 5 associate members shall be appointed in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws by the board of selectmen for 3-year overlapping terms.

14. Amend Chapter 7 section 7-13, Golf Committee, as follows:

7-13-1 A golf committee of 7 members shall be appointed in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws by the board of selectmen for 3-year overlapping terms.

7-13-2 The committee shall have full power and responsibility for recommend governing policies relating to the maintenance and operation of the municipal golf course for consideration by the board of selectmen.

Mr. Howell stated that in 2005 the Golf Commission became the Golf Committee. He noted that this section of the Charter currently gives the Committee full power and responsibility for the maintenance and operation of the course and the By-Law Charter Review Committee believes that Golf Committee should make recommendations to the Board of Selectmen for rules of operation as the Waterways Committee does. He added that the employees already have a direct report. The Board was in agreement with Mr. Howell's recommendation and Mr. Hughes stated that the text should be changed from "maintenance and operation" to "operation and maintenance."

15. Amend Chapter 7 subsection 7-14-1, Waterways committee, as follows:

7-14-1 waterways committee of 7 members and 2 alternate members shall be appointed in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws by the board of selectmen for 3-year overlapping terms and shall be advisory to that board.

16. Amend Chapter 7 subsection 7-15-1, Cemetery Commission, as follows:

A cemetery commission of 3 members shall be appointed in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws by the board of selectmen for 3-year overlapping terms.

17. Amend Chapter 7 subsection 7-16-1, By-law/Charter Review Committee, as follows:

A by-law/Charter Review Committee of 5 members shall be appointed in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws by the board of selectmen for 3-year overlapping terms. The committee shall regularly review the by-laws of the town and submit proposed revisions to the town meeting at least once every 5 years. In addition, the committee shall regularly review the charter and submit proposed amendments to it to the board of selectmen under section 2 of chapter 10 of this charter.

Chairman MacAskill asked Mr. Clark if we want to keep the position title of Finance Director/Town Accountant or change to Finance Director. Mr. Clark stated that Finance Director is more commonplace and the duties would include those that are statutory of the Town Accountant and the Board agreed.

Mr. Howell said he would make the summary comment to direct people to the By-Laws and will create language so the By-Laws incorporate all the committees. Chairman MacAskill questioned if we want to give Mr. Howell consensus on these items. Mr. Hughes said yes, Ms. Brown said it is fine the way it is as did Ms. Kavanagh and Mr. LaMantia.

#### B. First review of Wastewater Educational Brochure

Mr. DeBakker outlined the wastewater educational handbook and took comments from the Board. Mr. Hughes described the process of the development of the book. He suggested changes with regard to pond remediation being consistent with funding, number of households affected, making the picture of the facility larger, and inclusion of the flow diagram. He also made suggestions for handouts at Town Meeting. Ms. Pflieger reported that one of the handouts will be on financing and asked if we can ask Mr. Young to put in information about the Conservation Law Foundation as well as the "what if" we don't this. She recommended that it be in all the related printed material and asked the Board to weigh in. Mr. LaMantia and Chairman MacAskill were in agreement. Mr. Hughes recommended adding language about the Conservation Law Foundation to question 9 and to move that question up. The Board agreed to add that language and were in agreement with the suggested revisions made by Mr. Hughes and Ms. Pflieger.

### **TOWN ADMINISTRATOR'S REPORT**

Mr. Clark reported that several of them attended the Massachusetts Municipal Law Update at the MMA meeting where there was a discussion about having a local law option on marijuana. He noted that the town of Bridgewater got a moratorium so they have a delay in their community.

Mr. Clark noted that he will be discussing with K-P Law their name change and whether we need to vote this as we are on record as having Kopelman & Paige as our Town Counsel.

Mr. Clark further reported that Monomoy Regional School District is coming in next week to do their preliminary budget and the Cape Cod Tech is ready to do a presentation on their school building project.

### **SELECTMEN'S REPORT**

- A. Harwich Town Committee Volunteer Recruitment Fair – January 28th from 10:00 a.m. to noon at Community Center

Chairman MacAskill announced the upcoming Volunteer Recruitment Fair.

- B. Committee Vacancy List

Ms. Brown read the committee vacancy list into record.

Mr. LaMantia said he would like to do something with the marijuana local law option and Chairman MacAskill said he would bring it forward on an agenda. Mr. Hughes asked that the vote be included in the packet.

### **ADJOURNMENT**

Chairman MacAskill adjourned the meeting at 7:50 p.m.

Respectfully submitted,

Ann Steidel  
Recording Secretary

## Ann Steidel

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**From:** Ryan Melville <rmelville@tre.state.ma.us>  
**Sent:** Monday, January 23, 2017 1:35 PM  
**To:** ryan.melville@state.ma.us  
**Subject:** 2017 Seasonal Population Estimate  
**Attachments:** cityupdate2017.pdf

Good Afternoon Local Licensing Board,

Please see the attached 2017 seasonal population estimate form. Once your board approves please feel free to scan and e-mail it back to me or mail it into our office using our 239 causeway st, Boston, MA 02114 address.

Please note that this estimate is used only in calculating the number of seasonal package store (section 15) licenses your board may approve, it has no impact on any other license types. This form is only required for those municipalities in which a seasonal package store will be either applied for or renewed in 2017.

If you have any questions please do not hesitate to contact me or refer to MA General Law Chapter 138 Section 17.

Ryan Melville  
Licensing Supervisor  
Alcoholic Beverages Control Commission  
239 Causeway St  
Boston, MA 02114  
617-727-3040 ext 718  
617-727-1258 fax



2017

CITY/TOWN:

DATE:

Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114

To the members of the Alcoholic Beverages Control Commission:

Acting under the authority contained in M.G.L. Ch. 138, §17, as amended the undersigned local licensing authority at a meeting held on:

Date of Meeting

estimated that the temporary increased resident population of:   
City/Town

As of July 10, 2017 will be

Estimate Resident Population

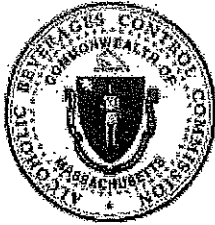
This estimate was made and voted upon by the undersigned at a meeting called for the purpose, after due notice to each of the members of the time, place, and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief.

**THE ABOVE STATEMENTS ARE MADE UNDER THE PENALTIES OF PERJURY**

Very Truly Yours,  
Local Licensing Authorities

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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

THIS CERTIFICATION MUST BE SIGNED BY A MAJORITY OF THE MEMBERS OF THE LOCAL LICENSING AUTHORITIES.



*Last year*

2016

CITY/TOWN:

DATE:

Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114

To the members of the Alcoholic Beverages Control Commission:

Acting under the authority contained in M.G.L. Ch. 138, §17, as amended the undersigned local licensing authority at a meeting held on:

Date of Meeting

estimated that the temporary increased resident population of:

City/Town

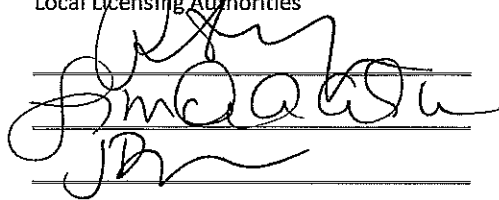
As of July 10, 2016 will be

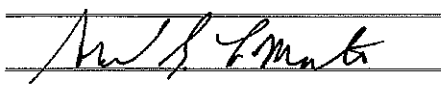
Estimate Resident Population

This estimate was made and voted upon by the undersigned at a meeting called for the purpose, after due notice to each of the members of the time, place, and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief.

**THE ABOVE STATEMENTS ARE MADE UNDER THE PENALTIES OF PERJURY**

Very Truly Yours,  
Local Licensing Authorities





THIS CERTIFICATION MUST BE SIGNED BY A MAJORITY OF THE MEMBERS OF THE LOCAL LICENSING AUTHORITIES.



OFFICE OF THE SELECTMEN  
732 MAIN STREET  
HARWICH, MA 02645  
Telephone: (508) 430-7513

FORM #7

APPLICATION FOR LICENSE/PERMIT

PLEASE CHECK

ROAD RACE

CRAFT FAIR

OTHER

IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES RELATING THERETO, APPLICATION AS STATED ABOVE IS HEREBY MADE BY:

NAME OF BUSINESS B.A. Event Promotions PHONE 617-625-2140

BUSINESS ADDRESS 133 Walnut St., #3, Somerville, MA 02145

MAILING ADDRESS P.O. Box 2184, Hyannis, MA 02601-2184

PLEASE STATE THE PURPOSE FOR WHICH LICENSE/PERMIT IS REQUESTED

Harwich Cranberry Harvest Half Marathon & 10K Road Races, including one-day Entertainment license and a one-day Wine & Malt Liqueur license. Waiver of Town-wide Facilities Use Policy is requested as B.A. Event Promotions is not a 501(c)3 corporation.

DESCRIPTION OF ROAD RACE/CRAFT FAIR/OTHER EVENT TO BE LICENSED, PLEASE LIST DATE, TIME, LOCATION/ROUTE, ETC.

DATE Sunday, October 1, 2017

TIME 10K race starts at 11:30am & half marathons starts at 11:00am

ROUTE/LOCATION Race routes are on reverse side. Races start and end in Monomoy Regional High School driveway entrance. Post-race food & drink and live band are situated between fence around Centeio-Baldwin Little League Ballfield and Oak St., 12:30-4:00pm.  
(please use reverse side if necessary)

Lawrence P. Cole  
Signature of Applicant

Aide to Race Director  
Title

10-0005205  
Social Security Number of Federal Identification Number

Tax Exempt ID (for non-profit organizations)

B.A. Event Promotions  
Signature of Individual or Corporate Name

JC for Paul Collyer  
By Corporate Officer (if applicable)



December 12, 2016

B. A. Event Promotions, Inc.  
133 Walnut Street, # 3  
Somerville, MA 02145

Mr. Michael MacAskill, Chairman  
Harwich Board of Selectmen  
732 Main Street  
Harwich, MA 02645

Dear Chairman MacAskill:

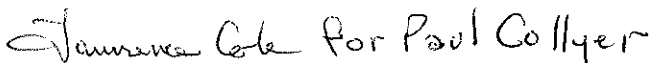
B. A. Event Promotions, Inc., a Massachusetts for-profit corporation and sponsor of the Harwich Cranberry Harvest Half Marathon and 10-Kilometer Road Races to be held in Harwich on Sunday, October 1<sup>st</sup>, 2017, at time and places specified in the Road Race Permit application form attached to this letter, hereby requests permission to hold the post-race festivities on grounds between Oak St. and the fence at Centeio-Baldwin Little League field that is adjacent to the Monomoy Regional High School driveway, where the races start and finish. We have received permission from the Monomoy Regional School District, for a fee, to use facilities at the high school on Saturday and Sunday to conduct race registration and number pick-up. We have also received permission from the Chatham-Harwich Little League, which leases the property from the Town, to use the ball field parking lot again in 2017, under the same conditions that applied on Sunday, October 2, 2016. In return, B. A. Event Promotions will donate \$2,000 to the Chatham-Harwich Little League.

Specifically, we seek a one-day license to serve beer and wine in a completely fenced-in corral on those grounds. Beer and/or wine will only be served to runners of legal age to whom beer tickets have been issued, and consumption of those beverages will be confined to the interior of the corral. Free water, soft drinks, and food, for which a one-day food serving license will be obtained, will also be available inside the corral.

We also seek permission to have live music provided by a band that will be positioned inside the corral with its back to Oak Street, and with speakers facing inward toward the ball field. Neighboring residents will be invited to join the post-race party, which will run from not earlier than 12:30 PM until not later than 4:00 PM.

These are the same arrangements approved by the Board for the October 2016 races, where they worked very well. There were no problems and no complaints.

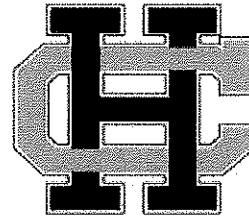
Yours Truly,



Paul Collyer  
Race Director

Cc: Chris Clark, Town Administrator

**Harwich Baseball Inc.**  
**D/B/A Harwich-Chatham L.L.**  
P.O. Box 19  
East Harwich, Ma 02645-0019  
TIN#04-3449651



*January 23rd, 2017*

*To whom this may concern,*

*The Harwich-Chatham Little League Board of Directors have voted and given permission for BA Events to use the area surrounding the Centeio-Baldwin Field along with the parking area on September 29th and 30th for setup and October 1st for festivities during and following the Harwich Cranberry Harvest 10K & Half Marathon. The entire area to be used will be fenced off-it will include the area outside the ball field only and bordering Oak Street and the school entrance. BA Events is responsible for all insurance, permits, portable toilets, police details, all cleanup involving this event and anything else required by the Town of Harwich.*

*Sincerely,*  
*Dawn Lombard-Routhier, Co-President*  
*Harwich Baseball Inc.*  
*D?B?A Harwich-Chatham Little League*

# OCTOBER 1, 2017

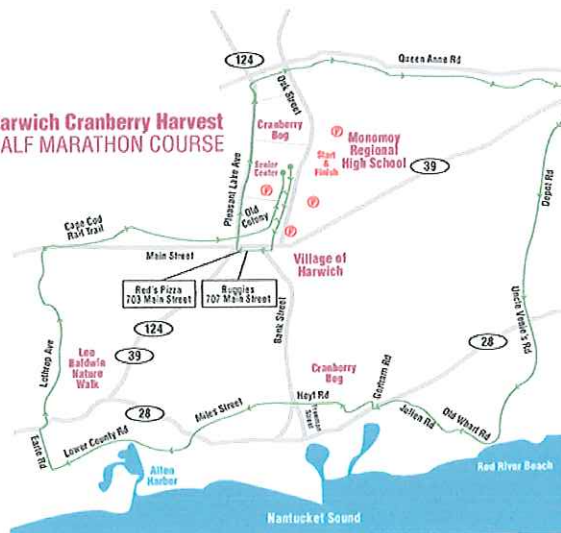
**HOME RACE DAY INFO**      **EVENT INFO**      **REGISTRATION**

## Course Details

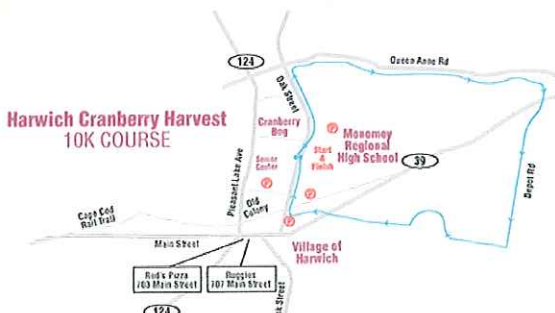
### Course Amenities

- Water and Gatorade will be available at 10 aid stations along the course
- B-Tag Timing by Granite State Race Service
- Finish line clock
- Harwich Police & Volunteers manage the course
- Mile Markers
- Toilets on course at each aid station
- EMTs at Finish Line and on the race course

### Half Marathon Course Map (Click to enlarge)



### 10K Course Map (Click to enlarge)



USATF Certified #MA09020JK



*BOARD OF SELECTMEN POLICY*

**Date:** March 20, 2001

**Re:** Board of Selectmen's Town-wide Facilities Use Policy

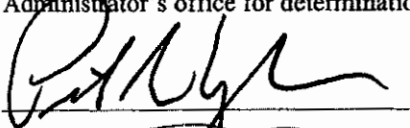
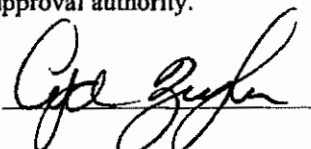
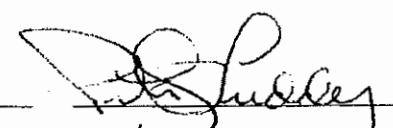
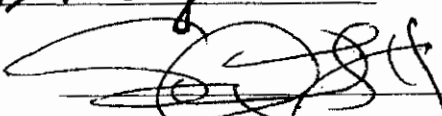
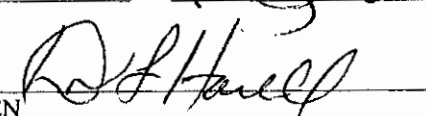
Use of all Town of Harwich property and facilities are restricted to Town entities and not-for-profit organizations. \*A letter, IRS 501(c) 3 certificate of tax exempt status, or other documentation shall be provided by the organization to verify not-for-profit status. Insurance certificates will also be requested as unless otherwise covered under the jurisdiction's use policies. \* *B. A. Event Promotions is not a 501(a)c Corporation.*

All uses of Town of Harwich property and facilities will be subject to permitting and licensing requirements, in addition to other requirements of the jurisdiction responsible for oversight of the property or facility.

The following property and its jurisdiction should follow the Town-wide property and facilities use-policy, which shall include their internal policies for detailed guidance and procedures germane to the property:

JURISTITION	PROPERTY or FACILITY
School Department	All School Department buildings and ball fields except those under Rec. & Youth
Recreation & Youth Department	Beaches, Brooks Park, Whitehouse Field, Potter Field
Community Center	Facility use policy to be approved @ later date by the Board of Selectmen
Fire Department	Town and non-profit uses with Fire Chief's policy and directives *subject to operational /emergency priorities
Police Department	Town and non-profit uses with Police Chief's policy and directives *subject to operational /emergency priorities
Town Administrator	Town Hall; Old Recreation Building Sisson Rd; Albro House (joint coordination with School Dept.);
Harbormaster	Allens, Wychmere, Sacquatucket - commercial and pleasure craft have restricted uses as part of the Harbor Management Plan; Memo of Understanding (with Restrictions) Sacquatucket

All questions for use of all property or facilities not listed under the above jurisdiction table should be directed to the Town Administrator's office for determination of approval authority.

BOARD OF SELECTMEN

Voted and adopted at a public meeting of the Board of Selectmen held on Monday, March 26th, 2001

# MEMO



TO: Board of Selectmen

FROM: Sandy Robinson  
Administrative Secretary

RE: Waterways Re-appointment

DATE: February 6, 2017

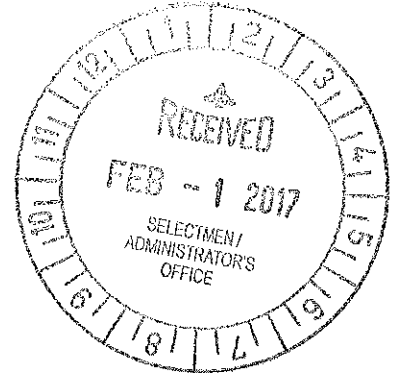
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Following a discussion with Anita Doucette regarding the membership of the Waterways Committee, it has come to my attention that one member, Daniel Casey, was mistakenly left off the list of annual re-appointments.

Please vote to re-appoint Mr. Casey as a full member of the Waterways Committee for a term to expire on June 30, 2019.

Thank you.

# *Memo*

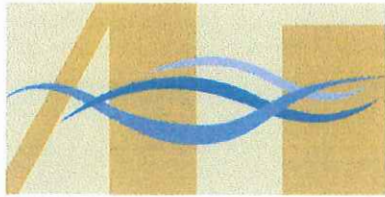


To: Town of Harwich Board of Selectmen  
From: Town of Harwich Recreation Director, Eric Beebe  
Re: 2017 TD Bank Summer Concert Series  
Date: 2-1-17

I am writing to pass along the Recreation Department's approval of the request for the use of Brooks Park for the Annual TD Bank Summer Concert Series. The events will be held on July 3, 10, 17 and 24<sup>th</sup>.

Thank you for your attention to this matter.

Eric Beebe  
Director-Harwich Rec. Dept



ARTS FOUNDATION  
OF CAPE COD

Tel: 508-362-0066

Fax: 508-362-6688

info@artsfoundation.org

www.artsfoundation.org

*The Designated Local Arts Agency for Barnstable County*

January 18, 2017

Sheila House  
Harwich Youth and Family Services  
728 Main Street  
Harwich, MA 2645

Dear Sheila,

This is a letter of agreement between the Harwich Youth and Family Services ("Venue") and the Arts Foundation of Cape Cod ("AFCC") for the **2017 TD Bank Summer Concert Series** (must be referred to as such). The concert series consists of four (4) weekly concerts on July 3, July 10, July 17, and July 24. Concerts will be 6:00 pm to 7:30 pm at Brooks Park. Concerts will be free and open to the public. Concerts shall be in good taste and family oriented.

1. AFCC will exclusively select and hire one or more artists for each of the four (4) weekly concerts. Payment will be made by an AFCC representative to performers upon completion of each show.
2. AFCC will design and produce posters and flyers for the summer concert series, to be delivered to venue two weeks prior to the first concert of the season.
3. Venue will distribute the AFCC designed concert posters widely for maximum publicity. Venue may, and is encouraged to, reproduce and distribute the AFCC concert poster, in its original, unaltered form, at concerts throughout the summer.
4. AFCC will feature concert listings on its website and in other media at AFCC's discretion.
5. Venue will allow AFCC to display the TD Bank Banner, the Cape Cod Broadcasting Banner and AFCC signage prominently at each concert, from 5:00 pm to 9:00 pm. The AFCC reserves the right to add additional sponsor banners as necessary if additional supporting sponsors are obtained. Banners will be provided by the AFCC.
6. Only a designated representative from AFCC may make welcome remarks at concerts to promote the AFCC and the Harwich Youth and Family Services. A TD Bank representative may also be given the opportunity to speak.
7. AFCC reserves the right to distribute additional promotional material to the audience at each concert and ask for contributions to the AFCC's grants and scholarship programs.
8. Concerts may be canceled due to inclement weather at the sole discretion of AFCC. There will be no rain dates.
9. AFCC reserves the right to acquire sponsors for both the overall event and the individual performances. Venue shall not acquire any sponsors nor display any signage at the concerts.
10. Venue will be solely responsible for obtaining all licenses and permits, and expenses related thereto, as may be required to present this program of four (4) live performances on the stage at Brooks Park.
11. This Agreement contains the entire contract between the parties, and may not be modified or amended except by agreement in writing executed by the parties.

Thank you very much for your participation in the 2017 TD Bank Summer Concert Series. Please sign and return of this letter to the Arts Foundation of Cape Cod.

AGREED AND ACCEPTED:

Arts Foundation of Cape Cod

\_\_\_\_\_

Venue Representative

\_\_\_\_\_

**OFFICE OF THE TOWN ADMINISTRATOR**

**Christopher Clark, *Town Administrator***


Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



# MEMO

TO: Board of Selectmen 

FROM: Christopher Clark, Town Administrator

RE: Utility Hearing – 18 Snow Inn Road

DATE: February 2, 2017

---

On Thursday, February 2, 2017 a Utility Hearing was held per the request of Eversource Energy. The request is to install approximately 50' of conduit and cable to provide service to a home. I recommend that the Board approve the request of so Eversource Energy so they may begin the work as soon as possible.



**MINUTES**  
**Utility Hearing**  
**18 Snow Inn Road, Harwich Port**  
**Thursday, February 2, 2017**  
**Town Hall Library**  
**10:00 A.M.**

Those present included: Christopher Clark, Town Administrator, Ann Steidel - Administrative Secretary, Jessica Elder – Right-of-Way Agent – Eversource

Christopher Clark opened the hearing at 10:02 a.m. and read the hearing notice. No abutters were present. Ms. Elder explained that this petition is for straight underground conduit across Davis Lane and the property owner would be putting in the hand hole on their property. She noted that they typically bore rather than trench unless there is a problem. Mr. Clark indicated that the petition would be favorably approved. He closed the hearing at 10:05 a.m.

Submitted by:

Ann Steidel  
Administrative Secretary

**OFFICE OF THE TOWN ADMINISTRATOR**

**Christopher Clark, Town Administrator**


Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



# MEMO

TO: Board of Selectmen 

FROM: Christopher Clark, Town Administrator

RE: Utility Hearing – 30 Cherokee Road

DATE: February 2, 2017

---

On Thursday, February 2, 2017 a Utility Hearing was held per the request of Eversource Energy. The request is to install approximately 40' of conduit and cable and one hand hole to provide service to a home. I recommend that the Board approve the request of so Eversource Energy so they may begin the work as soon as possible.

**MINUTES**  
**Utility Hearing**  
**30 Cherokee Road, Harwich**  
**Thursday, February 2, 2017**  
**Town Hall Library**  
**10:10 A.M.**

Those present included: Christopher Clark, Town Administrator, Ann Steidel - Administrative Secretary, Jessica Elder – Right-of-Way Agent – Eversource

Christopher Clark opened the hearing at 10:10 a.m. and read the hearing notice. No abutters were present. Ms. Elder explained that this petition is for straight underground conduit across the road and the property owner would be putting in the hand hole on their property. Mr. Clark indicated that the petition would be favorably approved. He closed the hearing at 10:13 a.m.

Submitted by:

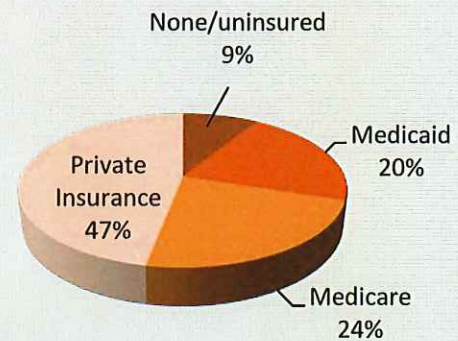
Ann Steidel  
Administrative Secretary

## Our Mission

The mission of Outer Cape Health Services (OCHS) is to provide a full range of primary health care and supportive social services that promote the health and well-being of all who live in or visit the eight outermost towns on Cape Cod.

## Who We Serve

- OCHS cares for more than 17,000 patients per year
- 53% of patients are uninsured or on public insurance
- 24% have Medicare coverage
- 9% have no insurance
- Sliding scale fee structure to ensure that all patients receive care regardless of ability to pay (we provide over 3,000 free visits on average per year)



## Services

- Primary care
- Behavioral health
- Dental care
- Urgent care (Provincetown only)
- Pediatrics
- Women's health
- Dermatology
- Optometry
- HIV/AIDS care
- Office-based opioid treatment
- Nutrition
- X-Ray
- Pharmacy (Wellfleet & Provincetown)



## Additional Programs

- WIC (Women Infants & Children)
- Healthy Connections – Insurance Enrollment Assistance
- Community Resource Navigator Program



Certified by  
The Joint Commission 2016

## Locations

**HARWICH**  
269 Chatham Road

**WELLFLEET**  
3130 Route 6

**PROVINCETOWN**  
49 Harry Kemp Way

## Outer Cape Health Services Harwich Health Center Replacement Project



**710 Main Street, Harwich Port**

**18 Room Health Center** on 1st floor (18,500 sq. ft.) offering Primary Care, Behavioral Health, Family Resource Center, Specialty Care (replaces current 5-exam room Harwich health center)

**OCHS Administrative Offices** on 2nd floor (13,300 sq. ft.), up to 50 Administrative, Management, Access Center staff

**Team-Based Health Center Design:** Two 9-room pods

**Clinical Team (Per Pod):** 4 Providers, 1 Behavioral Health Provider, 2 RN, 4 Medical Assistants

**Phased Health Center Opening:** 12 exam rooms Summer 2018, remaining 6 exam rooms Spring-Summer 2019

**Administrative Staff (32)** move in February–March 2017

**Supportive Services:** Dispensing Pharmacy, WIC, Healthy Connections, Lab, X-Ray (add/alternate)

**Estimated Cost:** \$6,800,000

**Funding:** USDA Loan, HRSA HIIP Grant, OCHS Fundraising

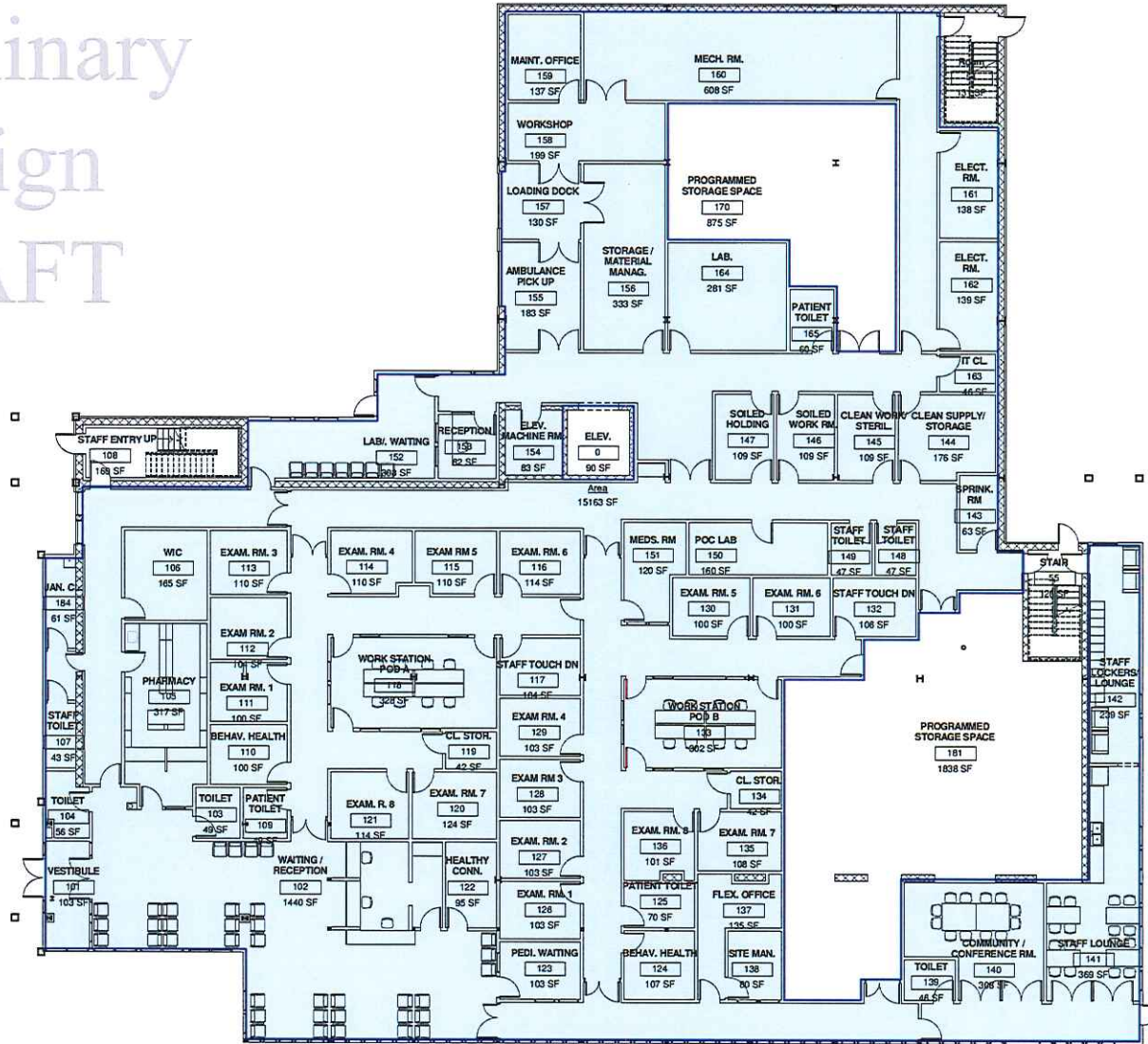
**Anticipated Visits/Year:** 30,000 (after fully operational with 18 exam rooms)

**Ambulance Bay** for pick-up/transport

**1st Floor Staffing:** Up to 32 (MD, PA, NP, RN, MA, front desk, lab, Rx, WIC, Health Connections, management)

**2nd Floor Staffing:** Up to 50 (billing, call center, finance, administrative, management, development, IT)

# Preliminary Design DRAFT



1 FIRST FLOOR AREA PLAN  
1/8" = 1'-0"

OUTER CAPE  
HEALTH SERVICES, Inc.

**HARWICH  
HEALTH  
CENTER**

710 ROUTE 28  
HARWICH PORT, MA

FIRST FLOOR AREA  
PLAN

S.A. ARCHITECTURE, Inc.

8 BEACH ROAD EAST ORLEANS  
MA 02853

1/8" = 1'-0"

Scale:

22 AUGUST 2016

Date:

**A105**

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*  
Charleen Greenhalgh, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA

To: Board of Selectmen

From: Christopher Clark, Town Administrator

RE: Proposed Phase 2 Wastewater Program – Engineering Agreement

Cc: Robert Cafarelli, Town Engineer  
Daniel Pelletier, Water/Wastewater Superintendent

Date: January 12, 2017

Administration has been working in close cooperation with the Town Engineer and the Water/Wastewater Superintendent in a review of the process of completing the Phase 2 Harwich wastewater program pursuant to awarding an engineering agreement to CDM Smith Incorporated consistent with their standard form of agreement entitled Phase 2 (Pleasant Bay – South). The Comprehensive Wastewater Management Plan has been a document that has been years in the making and has been intimately designed and crafted for the Town of Harwich by CDM Smith. Town Administration has requested the Board of Selectmen to pursue placing this plan on the May 2017 Election Ballot as a debt exclusion in excess of \$30 million and to also request Town Meeting approved the same. A plan of this complexity and scope needs to have engineering services to design out the actual system which consists of approximately 12 miles of pipe with numerous pump stations. The engineering contract will require two key elements the first would be the design and regulatory approval of the system and then secondarily will be the construction oversight of the project itself. This includes facilitating the documents necessary to fill out the state revolving loan funds necessary to complete this project. Attached please find a detailed memo dated December 20, 2016 on the summary of the scope of work and total estimated costs for Phase 2. Administration strongly believes that it, along with the assistance of the Town Engineer and the Water/Wastewater Superintendent, can oversee this project provided that the scope and responsibilities of the CDM Smith contract be adopted.

One early question that came up in our discussions was in regards to the bidding process for this work. Please see below the conclusion that the Town Engineer has rendered on this topic. I am in agreement with him on this determination. Municipal public works design contracts are not subject to state procurement laws.

Per your request, I am forwarding you my prior assessment of the Professional Exemption provisions of the State Procurement law. Back in 2011, I asked Jim Merriam to vet my opinion with Town Counsel. As you can see below, John Giorgio agreed with my assessment as long as there were no Grant provisions for public bidding. To date, I have come across no grant provisions that contradict Mass Procurement Law. In essence, municipal public works design contracts for non-vertical construction (projects not involving a building) with architects, engineers and related professionals are not subject to State procurement laws regardless of the amount.

My conclusion regarding continuing with CDM Smith as the consultant to move forward with the Town's wastewater projects is the same as my conclusion regarding Horsley and Witten for the ARRA Red River Salt Marsh Restoration project. I see no benefit to the Town to put this out to bid, or even get quotes from other engineers. The projected design engineering and construction supervision costs from CDM Smith seem reasonable and within accepted industry standards. By continuing with them for the continuing wastewater efforts, we have the benefit of their prior knowledge of the wastewater efforts of Harwich, not to mention surrounding Cape Cod Towns. It is my opinion that as of now, continuing with CDM Smith for this project is in the best interest of the Town, and I believe that the Wastewater Implementation Committee agrees with this assessment. I discussed this with the Committee at our December 14 meeting and the entire Committee appears to be satisfied with CDM Smith's past performance.

You can see from some of the information presented that we have requested comparison information to make sure that the value of the contract is reasonable under the circumstances. If the Board so desires, we can also have a peer review done of the contract to ensure again that the numbers presented are reasonable. Due to the volume of information, I will be presenting the attached materials at the Tuesday, January 17 meeting of the Board of Selectmen and would ask for a vote to award the contract as timely as possible afterwards. The contract will be contingent upon the successful votes at the May Annual Town Meeting and debt exclusion vote at the Annual Town Election.





## Memorandum

**To:** Christopher Clark, Town Administrator  
Town of Harwich

**From:** David F. Young, P.E.  
Michael P. Guidice, P.E.

**Date:** December 20, 2016

**Subject:** Harwich Wastewater Program  
Proposed Phase 2 Wastewater Program - Engineering Agreement

CDM Smith Inc. is pleased to submit our attached proposed Standard Form of Agreement for Engineering Services for Phase 2 (Pleasant Bay – South) of the Town’s Wastewater Program. As requested, the Agreement includes scope of services language for engineering and permitting during the design, bidding and construction phases of Phase 2 as well as CWMP implementation services. Per our discussion, we propose that the Town only authorize the design/permitting and CWMP services portions of the Agreement at this time. The bidding and construction phase services would be authorized by a future contract amendment, at the Town’s discretion. We have included a budget allowance for those anticipated services in order to provide an overall project budget.

The following is a breakdown of the estimated total costs for Phase 2:

Survey	\$204,000
Preliminary Design	\$198,000
Final Design	<u>\$1,592,000</u>
<b>Subtotal Design Phase:</b>	<b>\$1,994,000</b>
CWMP Implementation Services	\$150,000
Bidding	\$30,000
General Services during Construction	\$531,000
Resident Inspection	\$1,680,000
Construction	\$17,680,000
Policing (allowance)	<u>\$385,000</u>
<b>Phase 2 Total:</b>	<b>\$22,450,000</b>

As shown above, the attached Agreement requests a total authorization of \$2,144,000 for Phase 2 design/permitting phase services and CWMP implementation services. This includes approximately \$350,000 for subcontractors to prepare the topographical survey for the Phase 2 area and portions of the Phase 3 and 8 areas for coordination (including aerial photography) and to perform drilling of more than 200 borings along the proposed Phase 2 pipeline alignment. The design/permitting phase includes preparation of approximately 100 design drawings and technical specifications suitable for bidding for construction of 12 miles of pipelines and six pumping stations; preliminary and final cost

Mr. Christopher Clark  
December 20, 2016  
Page 2

estimates; submittal of all required permit applications; subcontractor procurement and oversight; inspection during drilling of borings; geotechnical laboratory testing and evaluation of soil samples; easement plan preparation for the pumping station sites; coordination with Chatham for the common pumping station and force main; implementation of CDM Smith's rigorous QA/QC program; coordination of the State Revolving Fund (SRF) loan documents with DEP; meetings with the Town, including public meetings; and overall project management of all aspects of the design phase. The CWMP services task includes assisting the Town with developing and implementing a public outreach program; assisting with community partnership discussions with Dennis and Yarmouth on a potential regional treatment facility; assisting with open space acquisitions for nitrogen control; and development of a fertilizer management brochure.

A complete, detailed description of the design phase services is included in Exhibit A to the attached Agreement.

We look forward to continuing to work with the Town on this important program and are available to discuss any aspect of this Agreement at your earliest convenience.

CC: Robert Cafarelli  
Dan Pelletier

**STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES**

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2017 between Town of Harwich, Massachusetts ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows: Sewer Collection System - Phase 2 (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

**ARTICLE 1 – SCOPE OF SERVICES**

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services,") in accordance with the requirements outlined in this Agreement.

**ARTICLE 2 – TIMES FOR RENDERING SERVICES**

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

**ARTICLE 3 – OWNER'S RESPONSIBILITIES**

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

#### **ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES**

- 4.1 Methods of Payment for Services of ENGINEER.
  - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
  - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

#### **ARTICLE 5 – GENERAL CONDITIONS**

- 5.1 Standard of Care  
The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- 5.2 Technical Accuracy  
Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 5.3 Opinions of Probable Construction Cost  
Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does

not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

#### 5.4 Compliance with Laws and Regulations, and Policies and Procedures

- 5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.
- 5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- 5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- 5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- 5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- 5.4.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- 5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 5.4.8 Engineer's services do not include providing legal advice or representation.
- 5.4.9 Engineer's services do not include (1) serving as a "municipal advisor," for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

## 5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

### 5.5.1 For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. by Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

### 5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

## 5.6 Use of Documents

5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.
- 5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.
- 5.7 Controlling Law  
This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- 5.8 Mutual Waiver of Consequential Damages  
Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.
- 5.9 Limitation of Liability  
In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.
- 5.10 Successors and Assigns  
5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by

paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

#### 5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

#### 5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

#### 5.14 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.



If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter," of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

## ARTICLE 6 – DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq, ("CERCLA,"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA,"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §v1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- 6.3 Construction Cost - ♦  
The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.
- 6.4 Constructor  
Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 6.5 Contractor - ♦  
The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.
- 6.6 Documents  
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.
- 6.7 ENGINEER's Subcontractor.  
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.
- 6.8 Reimbursable Expenses.  
The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.
- 6.9 Resident Project Representative - ♦  
The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").
- 6.10 Standard General Conditions - ♦  
The Standard General Conditions of the Construction Contract (No.           ) of the Engineers Joint Contract Documents Committee.
- 6.11 Total Project Costs - ♦  
The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

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♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

6.12 Work - ♦

The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

**ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS**

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions

Exhibit B - Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

This Agreement (consisting of Pages 1 to 10 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

\_\_\_\_\_  
By: Christopher Clark  
Title: Town Administrator

\_\_\_\_\_  
By: David F. Young  
Title: Vice President

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

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

Address for giving notices:

732 Main Street  
Harwich, MA 02645

Address for giving notices:

75 State Street, Suite 701  
Boston, MA 02109

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

**SEWER PROGRAM ENGINEERING COST COMPARISON  
DECEMBER 2016**

CLIENT	TOTAL CONSTRUCTION COST <sup>(1)</sup> (EXCLUDING POLICING)	NUMBER OF CONSTRUCTION CONTRACTS	DESIGN ENGINEERING <sup>(2)</sup>		CONSTRUCTION ENGINEERING (GS/RE) <sup>(3)</sup>		TOTAL ENGINEERING	
			COST	% CONSTRUCTION	COST	% CONSTRUCTION	COST	% CONSTRUCTION
ANDOVER, MA	\$27,008,042	6	\$2,676,600	9.9%	\$4,523,500	16.7%	\$7,200,100	26.7%
DRACUT, MA	\$46,557,676	12	\$5,806,346	12.5%	\$6,785,566	14.6%	\$12,591,912	27.0%
TEWKSBURY, MA <sup>(4)</sup>	\$77,808,792	15	\$6,054,850	7.8%	\$8,762,565	11.3%	\$14,817,415	19.0%
WAREHAM, MA	\$18,494,889	5	\$1,777,949	9.6%	\$3,091,255	16.7%	\$4,869,204	26.3%
Proposed Harwich Phase 2	\$17,680,000	3	\$1,994,000	11.3%	\$2,241,000	12.7%	\$4,235,000	24.0%

(1) Harwich construction cost is an estimate; other construction costs are actual completed construction costs.

(2) Design engineering includes aerial photography, topographic mapping, field survey, subsurface drilling and geotechnical analysis, preliminary and final design, permitting, cost estimating, project management and meetings.

(3) Construction engineering includes construction administration (bidding, pre-construction conference, monthly progress meetings, shop drawing and submittal review, review of contractor payment applications, material testing, preparation of change orders, development of record drawings, etc.) and resident inspection services (observation of contractor's work to ensure compliance with Contract Documents).

(4) Tewksbury design cost includes field survey only; it does not include town-wide aerial photography and mapping that was completed previously.

**EXHIBIT A  
TO AGREEMENT BETWEEN  
OWNER AND ENGINEER  
FOR  
DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES**

**SCOPE OF WORK**

This is an exhibit attached to and made a part of the Agreement dated \_\_\_\_\_, 2017, between the Town of Harwich, Massachusetts (OWNER) and CDM Smith Inc. (ENGINEER) for professional services.

**1.0 ENGINEER'S SERVICES**

**1.1 Design Phase**

- 1.1.1 Prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the standards of the Construction Specifications Institute).
- 1.1.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.
- 1.1.3 Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER as a result of changes in scope, extent or character or design requirements of the Project.
- 1.1.4 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.1.5 Furnish five copies of the above documents, Drawings and Specifications to and review them with OWNER.
- 1.1.6 ENGINEER's services under the Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Design Phase.

The duties and responsibilities of ENGINEER during the Design Phase as set forth in this paragraph 1.1 are amended and supplemented as follows:

**TASK 1: SURVEY**

ENGINEER shall procure a subcontractor to develop an aerial and utility survey of the Phase 2 project area, appropriate portions of the Phase 3 and 8 areas and oversee and coordinate all aspects of the subcontractor's work. Specific tasks will include:

- A. Ground Control and Aerial Photography
1. Select the location of approximately 20 ground control points and install a suitable marker and aerial target.
  2. On the earliest day of suitable flying weather after the targets have been placed and when ground is free of adverse snow cover and the deciduous trees are clear of leaves, obtain low-level color photography from an altitude of approximately 3,000 feet above mean terrain (AMT). Prepare one set of color contact prints for ground control purposes, scan the film and provide the images in digital format.
  3. Undertake research to obtain copies of benchmarks established by the Massachusetts Geodetic Survey (MGS) within, or immediately adjacent to, the project limits.
  4. Perform GPS observations using Trimble R8 and/or R10 GNSS geodetic receivers. The horizontal datum will be the North American Datum of 1983 (NAD83) and the vertical datum will be the North American Vertical Datum of 1988 (NAVD88).
  5. Following the successful acquisition of the aerial photography and ground control survey, remove the aerial targets.
- B. Topographic Mapping
1. Undertake analytical aerial triangulation (AAT) to supplement the ground control survey.
  2. Prepare topographic mapping at a scale of 1"=40' with 2-foot contours generated from a digital terrain model (DTM) of a 200-foot wide band centered on each street. The total distance to be mapped is approximately 60,000 linear feet. The details to be shown shall include roads, driveways, sidewalks, buildings, structures, bridges, fences, walls, mail boxes, visible utility structures, parking areas, road markings, signs, drainage features, isolated trees and wooded areas. Property lines will be obtained from assessor's maps and will be digitized into the mapping files.
- C. Supplemental Field Surveys
1. Perform field surveys that will be based on the control network described in Task 1A using Trimble electronic total station instruments and/or GPS receivers to locate surface evidence of utility structures and features, including manholes, catch basins, culverts, in-line water and gas valves, rim elevations of drainage structures and to obtain sill elevations of buildings in the project area. Utility poles and other critical features not visible on the aerial photography will also be located. Generally, service valves for water and gas mains will not be located as part of this survey. In addition, invert elevations will be determined by direct field measurement for the drainage structures and pipelines. Temporary benchmarks will be established within the project limits at approximately 500-foot intervals.
  2. Perform a field edit walk-through to identify pavement and curb types within the limits of the project and to annotate house numbers and type (whether house has walk out basement), fence and wall types, utility pole numbers and street signage information.
  3. Undertake research to obtain information concerning the location, size and material of private and municipal utilities (including gas, electric, telephone, water and drain). Compile the location of underground utilities based on surface evidence and available record drawings.
  4. Amend the topographic survey plan to depict the data collected in the Supplemental Field Survey and utility research.

## **TASK 2: PRELIMINARY DESIGN**

ENGINEER shall complete Preliminary Design activities for Phase 2 of the OWNER's proposed Wastewater Collection System as presented in the Comprehensive Wastewater Master Plan (CWMP). The proposed Phase 2 collection system consists of approximately 48,000 linear feet of gravity sewers;

12,000 linear feet of force main; 3,200 linear feet of pressure sewers; and 6 pumping stations. The intent of the Preliminary Design activities is to further refine the conceptual Phase 2 collection system presented in the CWMP and to obtain approval of sewer system types and locations from OWNER and project stakeholders prior to proceeding with Final Design. Locating sewers in-street versus off-street shall be considered. Specific tasks will include:

A. Wastewater Collection System

1. Confirm wastewater flow estimates for the Phase 2 area and adjacent areas (Phase 3 and a portion of Phase 8) that will eventually flow into the Phase 2 area in the future. This will include confirming water use values utilized in the Massachusetts Estuaries Project (MEP) reports for existing and build-out conditions and reviewing with OWNER any modifications to the buildout condition based on recent/ongoing zoning changes and market analyses in those areas.
2. Estimate a flow component for infiltration and inflow (I/I) to include in the total flow collected in the sewer services areas. This estimate will take into account the type of sewer system being proposed in each area, known depth of groundwater and pipe material proposed.
3. Confirm conceptual pipe routes in the Phase 2 sewer service area for gravity sewers, pressure sewers and force mains presented in the CWMP based on topographic survey obtained in Task 1. This includes preparing up to two alternative sewer layouts to serve the East Harwich Village Commercial District (Route 137 and Route 39 intersection) to minimize disturbance to the roadway reconstruction work recently completed in this area. Using flow estimates that include zoning changes considered in long term planning developed in Task 2A.1, confirm conceptual pipe sizes for the Phase 2 sewer service area. This includes accounting for future connections of Phase 3 and a portion of Phase 8.
4. Using base mapping obtained in Task 1, develop preliminary plan view sewer design drawings in AutoCAD of the collection system (gravity, pressure and force mains) for the Phase 2 area at a scale of 1"=40'. Sewer profiles will not be prepared as part of this task. Potential easements will also be identified based on the preliminary plan.
5. Based on the preliminary layout developed, evaluate and make recommendations on whether Phase 2 should be bid as one construction contract or several contracts. If the recommendation is for multiple contracts, provide a delineation of the contracts.
6. Develop geotechnical program to determine the number and location of soil borings for the Phase 2 area. Proposed locations will be shown on the plan view drawings. Note that Massachusetts Department of Environmental Protection (MassDEP) State Revolving Fund (SRF) Loan program requires borings to be drilled every 300-feet along pipeline routes. The geotechnical program will be implemented under Task 3.
7. Review the proposed preliminary collection system layout to determine applicable permitting requirements for the Phase 2 area and develop a timeline for permit submissions. For natural resource permitting, the existing conditions mapping obtained under Task 1 will be used to identify any potential wetland resource areas located within close proximity of the proposed Phase 2 pipelines and pumping stations. A formal wetlands delineation will not be performed during this task; however, approximate wetland locations based on a review of available information and a site visit by a wetlands specialist will be evaluated and included in the permitting analysis. The permitting review will also include identification of any cultural permitting issues, including historical and archaeological requirements. Permits to be considered include, but are not limited to, Order of Conditions from the Harwich Conservation Commission; Project Notification Form to Massachusetts Historical Commission; Cape Cod Commission Development of Regional Impact conditions; and Massachusetts Department of Transportation Highway Division (MassDOT) Permit to Access State Highway. Additionally, SRF Project Evaluation Form (PEF) and Loan Application submittals which are required for the SRF program will be included in the timeline.
8. Provide input as requested to the Town of Chatham pumping station (PS6) and force main



designs being prepared by others so that appropriate information is provided to accommodate the OWNER's wastewater flows.

**B. Wastewater Pumping Stations**

1. Evaluate potential locations for Phase 2 pumping stations identified in the CWMP. Location siting criteria will include preference for Town-owned parcels, hydraulics, proximity to wetlands, flood vulnerability, ease of access for construction and for future maintenance, distance to nearest receptors and other pertinent criteria based on discussions with the OWNER. Identify easement requirements for Phase 2 pumping station sites on privately owned parcels, as necessary.
2. Once appropriate parcels are selected, each pumping station will be sized and preliminary plan view layouts will be developed based on estimated flows. Pumping stations will be submersible stations with above ground electrical controls and standby power. Depending on the size and location of each station, the above ground components may be enclosed in a small pre-engineered concrete structure based on discussions with the OWNER. Consideration will be given to utilizing pumping stations similar to those utilized in the Chatham sewer system to ease future maintenance requirements. Final decision will be made with OWNER once final locations are identified.
3. Develop geotechnical program for the selected Phase 2 pumping station sites. Proposed locations will be shown on the site layout drawings. The geotechnical program will be implemented under Task 3.
4. Pumping station structures, where determined to be appropriate, will be evaluated for structural, architectural, HVAC, electrical, instrumentation and control (I&C), degree of odor control, flood protection, maintenance and access requirements.

**C. Technical Memorandum and Cost Estimate**

1. Prepare a Technical Memorandum that summarizes the results of the activities performed under Tasks 2A and 2B and presents the layout and types of the recommended Phase 2 collection system pipelines and pumping stations.
2. Prepare updated cost estimate for Phase 2 construction based on the preliminary layout of the collection system. The opinion of probable construction cost estimate will be developed based on comparable publicly bid projects and will include provisions for site-specific issues as well as appropriate contingencies.

**D. Project Management and Meetings**

1. Provide overall management of all aspects of the Preliminary Design to maintain scope, schedule, budget, staffing, quality assurance, invoicing, etc.
2. Conduct periodic coordination meetings with the OWNER to review project status and obtain input and feedback as necessary. Prepare and distribute agenda and meeting minutes to document issues discussed and decisions made during the meetings.
3. Conduct site visits with OWNER to evaluate and finalize locations for pumping stations and cross country sewer routes, as necessary.
4. Conduct a community meeting to present the recommended preliminary design and receive feedback on that proposed plan as well as educate the residents on the program.

**TASK 3: FINAL DESIGN**

ENGINEER shall complete the Final Design for Phase 2 of the OWNER's proposed Wastewater Collection System based on the Preliminary Design as approved by the OWNER. It is assumed that the Phase 2 collection system will consist of approximately 48,000 linear feet of gravity sewers; 12,000 linear feet of force main; 3,200 linear feet of pressure sewers; and 6 pumping stations. The intent of the Final Design is to prepare final plans and specifications suitable for bidding and construction of the

Phase 2 collection system. Specific tasks will include:

A. Subsurface Investigations

1. Implement subsurface investigation program consisting of borings along the proposed pipeline routes and at pumping station locations. ENGINEER will mark the borings in the field approximately every 300 linear feet along the pipeline routes. Two borings will also be located at each of the six (6) pumping station sites. One groundwater monitoring well will be installed at each proposed pumping station location.
2. Procure a qualified subcontractor to perform the drilling. Subcontractor will obtain all required permits (with the exception of the MassDOT permit, as discussed in Task 3B below) and notify DIGSAFE prior to drilling. Approximately one-third of the pipeline borings will be advanced using casing; two-thirds will utilize high-speed augers. All of the borings at the pumping station locations will utilize casing. Split spoon samples will be collected at 5-foot intervals, with representative soil samples from each split spoon collected for subsequent review and laboratory testing, as appropriate.
3. Provide part-time inspection of the pipeline drilling program, as necessary. An allowance for one day of inspection per week of drilling pipeline borings has been included in this Task. ENGINEER shall provide full-time inspection during drilling of the pumping station borings.
4. Perform appropriate laboratory testing of soil samples collected during the drilling program to determine physical soil characteristics. Testing will include grain size analyses, Atterberg Limits and organic content. The purpose of this testing is to assist with soil classification, to assign soil parameters for use in engineering analyses and to assess the reuse potential of the soils to be excavated. Environmental sampling/testing is not included in this Agreement.
5. Review soil samples, boring logs and laboratory testing results and provide geotechnical recommendations related to pipeline and pumping station design and construction. Issues to be evaluated include pumping station foundations, pipeline subgrade and bedding, backfill materials, excavation support systems, dewatering and protection of adjacent structures.
6. Costs for police details required during performance of the drilling program shall be paid directly by the OWNER and are not part of this Agreement.

Commented [YDF1]: Cost out fulltime inspection?

Commented [GM2R1]: Don't think we need it. In most cases, we don't go out there at all.

B. Permitting/SRF Submittals

ENGINEER shall prepare and submit the following permit applications for the Phase 2 collection system, as appropriate:

1. Wetlands Protection Act, Notice of Intent, to the Harwich Conservation Commission. Work shall include field delineation of state wetland resource areas in the vicinity of the pipelines and pumping stations, field location of wetland flags by either field survey or GPS coordinates, notification of abutters and attendance at up to two Conservation Commission public hearings or meetings with the Conservation Agent for each construction contract. Based on the conceptual layout of the Phase 2 collection system presented in the CWMP, it is anticipated that pipeline and pumping station construction will not occur in wetland resource areas and will be limited to buffer zones.
2. Application for Permit to Access State Highway to MassDOT for the proposed boring program and pipeline construction in Routes 39 and 137. Prepare separate permit applications for borings and sewer construction, including traffic management plans as required and attend up to two meetings with MassDOT District 5 representatives. An allowance for preparation of three typical cross sections of the impacted roadways showing existing grades and utilities along the proposed pipeline route has been included in this Task. This Agreement does not include preparation of cross sections at 50-foot intervals along the pipeline route in State Highway.

3. Coordination with Massachusetts Historical Commission (MHC) regarding proposed locations of pumping stations and pipeline routes. Archaeological investigations (test pits) are not included as part of this Agreement as it is assumed that all pipelines will be within roadways.
4. SRF Project Evaluation Form (PEF) and Application for Financial Assistance through the Clean Water SRF Program with DEP. It is anticipated that one combined application will be submitted for the Phase 2 collection system. Additionally, ENGINEER shall submit 90 percent complete plans and specifications to DEP for review prior to bidding. ENGINEER will also provide information to Town of Chatham representatives for their SRF PEF and application for the common pumping station (PS6) and force main.
5. Massachusetts Environmental Policy Act (MEPA) approval has already been obtained for the overall sewer program as part of the CWMP process.
6. Based on the conceptual layout presented in the CWMP, it is assumed that Chapter 401 Water Quality Certification and US Army Corps of Engineers Section 404 Permits are not required for the Phase 2 collection system and have not been included in this Agreement. Sewer Extension Permits are also not required assuming that Phase 2 proceeds under the SRF program, which provides for a waiver of Sewer Extension Permits based on DEP review of the proposed plans and specifications.
7. Submit the preliminary design to the Cape Cod Commission per the Development of Regional Impact Record of Decision (8-18-16) Condition C5 to receive a Certificate of Compliance for the Phase 2 program. Address any comments received in consultation with the OWNER prior to Final Design.

C. Final Plans and Specifications

1. Prepare final design drawings in electronic format using AutoCAD Civil 3D 2015. Plans and profiles will be prepared for all the proposed pipelines at a scale of 1"=40' horizontal and 1"=4' vertical. Plans and profiles will include unique numbering for each manhole along with pipe sizes and materials. Profiles will include pipe sizes, materials, slope and length of each segment of pipeline. It is anticipated that approximately 75 design sheets will be needed to depict the proposed pipelines in the Phase 2 collection system. The drawings will also include a cover sheet, locus plan, legend/general notes and details sheets for each individual construction contract in Phase 2.
2. Prepare final design drawings for the six (6) proposed pumping stations in Phase 2. The pumping stations will be submersible, prepackaged pumping stations consisting of precast concrete wet wells and valve vaults or as otherwise determined in Task 2. Depending on the size and final selected location, some of the stations may have pre-engineered, prefabricated superstructures/buildings on cast-in-place slabs on grade to house the electrical equipment and controls, emergency generator, HVAC equipment and odor control system. The superstructures/buildings will have vinyl or wood shingle exterior siding, sloped roofs with asphalt shingle roofing and will be landscaped to blend in to the surrounding area. Design of the pumping stations will include:
  - a. Mechanical
    - i. Design pumping systems incorporating future projected flow rates, force main flow and head conditions, pump efficiency and pump cycle times.
    - ii. Design layout of precast concrete wet well and valve vaults.
    - iii. Perform detailed hydraulic analysis of pumping stations and force mains to determine if anticipated pressure surges will require protection in the future and design appropriate surge protection measures, if required.
    - iv. Determine required capacity of standby emergency generators and transfer switches.
  - b. Civil/Site
    - i. Design temporary construction measures to control erosion and

- sedimentation.
    - ii. Design site grading and improvements, including drainage, pavement, driveways and parking, landscaping features, fencing and site lighting.
  - c. Structural
  - d. Architectural
    - i. Prepare specifications for pre-engineered concrete superstructures.
  - e. Electrical
    - i. Define electrical power requirements to provide reliable service for each pumping station.
    - ii. Design of all required electrical equipment including variable frequency drives and/or reduced voltage starters.
  - f. Instrumentation and Controls (I&C)
    - i. Define pump controls, instrumentation, monitoring and alarm requirements for each pumping station
    - ii. Conduct radio survey to assist in design of I&C system to allow monitoring of the pumping stations from a central location.
  - g. Heating, Ventilation and Air Conditioning (HVAC)
  - h. Odor Control
    - i. Design of carbon odor control systems for each pumping station.
- 3. Prepare technical specifications and contract documents suitable for bidding the construction contracts for installation of the Phase 2 collection system. Construction Specifications Institute (CSI) 16 Division Format specification system will be used. Contract documents will include requirements necessary for SRF projects.
- 4. Prepare easement plans suitable for filing at the Registry of Deeds for up to six (6) pumping station sites only. Preparation of easement plans for pipelines are not included in this Agreement. It is assumed that all pipelines will be within Town rights-of-way or on Town-owned property. Preparation of easement plans for pipelines, if needed, would be the subject of a future amendment to this Agreement.

D. Construction Cost Estimate

- 1. Prepare a final opinion of probable construction costs for each of the construction contracts prior to bidding. Construction cost estimates will be based on comparable publicly bid projects and will include provisions for site specific issues as required by permits, subsurface conditions and any extraordinary construction requirements identified during Final Design.

E. Project Management and Meetings

- 1. Provide overall project management of all aspects of Final Design of the Phase 2 system on a daily basis to maintain project scope, schedule, budget, staffing, quality assurance, etc.
- 2. Implement ENGINEER's quality assurance/quality control program on all aspects of the Phase 2 design to ensure appropriate internal review of project deliverables.
- 3. Prepare monthly project invoices and appropriate supporting documentation.
- 4. Schedule and attend up to twelve (12) regular monthly design progress meetings with OWNER to discuss Phase 2 design status, issues and milestones. Prepare and distribute agenda and meeting minutes to document issues discussed and decisions made during the progress meetings.
- 5. Assist the OWNER with public relations coordination for the project and attend up to two (2) public meetings for Phase 2, as necessary.
- 6. Prepare a project schedule for OWNER to post on town website.

#### TASK 4: CWMP IMPLEMENTATION SERVICES

ENGINEER will assist the OWNER with implementing specific tasks listed in the approved CWMP. The following four tasks shall be conducted:

- A. Public Outreach Program
  - 1. A public outreach program will be implemented to keep rate payers informed about the program being implemented and the construction schedule. News articles, Town website postings, periodic updates before Town Boards and Committees and local cable updates will be prepared.
- B. Community Partnership Discussions
  - 1. Harwich has been participating in limited discussions with the towns of Dennis and Yarmouth to determine if it makes sense for all three communities to create a wastewater district and utilize one wastewater treatment facility in the future. Much still needs to be negotiated and a formal district agreement developed if the three communities agree; but to date potential cost savings for all three communities have been positive. ENGINEER will assist OWNER with coordinating and supporting these negotiations.
- C. Open Space Acquisitions
  - 1. The CWMP recommended the Town evaluate potential open space acquisitions to help offset nitrogen increase in the future as a cost-effective means of nitrogen control. ENGINEER will work with OWNER to screen the Town for potential sites to acquire in the watershed most impacted by future growth and determine the nitrogen offsets should those sites be acquired for open space.
- D. Fertilizer Management Brochure
  - 1. The Town elected not to implement a fertilizer bylaw, but to instead develop an education program that teaches people the correct way to apply fertilizers in order to minimize water quality impacts from phosphorus and nitrogen. The first step is to develop a brochure that can be utilized as part of the education process. ENGINEER will work with OWNER to develop a Harwich-specific brochure that can be utilized and to solicit input from local garden clubs and retailers who may want to participate in the education program.

#### 1.2 Bidding Phase (To Be Authorized)

After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Design Phase documentation (including the most recent opinion of probable Construction Cost), and upon written authorization to proceed, ENGINEER shall:

- 1.2.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.
- 1.2.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- 1.2.3 Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 1.2.4 Attend the bid opening, prepare bid tabulation and assist OWNER in evaluating bids and in

assembling and awarding contracts for construction, materials, equipment and services.

- 1.2.5 The Bidding Phase will terminate and the Services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

The duties and responsibilities of ENGINEER during the Bidding Phase as set forth in this paragraph 1.2 are amended and supplemented as follows:

Bidding Phase (Paragraph 1.2) – Work under this Paragraph 1.2 shall require an amendment to fund this effort and a Notice to Proceed to begin the Work.

#### **TASK 5: BIDDING**

ENGINEER shall perform all work described in Paragraph 1.2, print all required plans and specifications and manage the distribution to prospective bidders for all Phase 2 construction contracts. ENGINEER will provide up to 30 sets of plans and specifications for each contract.

### 1.3 Construction Phase (To Be Authorized) During the Construction Phase:

#### 1.3.1 General Administration of Construction Contract.

ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

#### 1.3.2 Visits to Site and Observation of Construction.

In connection with observations of the work of Contractor while in progress:

- 1.3.2.1 ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 1.3. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.3.2.2 and other express or general limitations in this Agreement and elsewhere.

1.3.2.2 The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

1.3.2.3 Duties, Responsibilities and Authority of the Resident Project Representative are set forth in Exhibit B.

1.3.3 Defective Work.

During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.3.4 Clarifications and Interpretations; Field Orders.

ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

1.3.5 Change Orders and Work Change Directives.

ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.

1.3.6 Shop Drawings

ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.3.7 Substitutes

ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-

equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

1.3.8 Inspections and Tests.

ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

1.3.9 Disagreements between OWNER and Contractor

ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

1.3.10 Applications for Payment.

Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

1.3.10.1 ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 1.3.10.1 are expressly subject to the limitations set forth in paragraph 1.3.10.2 and other express or general limitations in this Agreement and elsewhere.

1.3.10.2 By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws,



rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.3.11 Contractor's Completion Documents.

ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph 1.3.6 and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

1.3.12 Substantial Completion

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

1.3.13 Final Notice of Acceptability of the Work.

ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 1.3.10.2) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

1.3.14 Limitation of Responsibilities.

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.3.15. Duration of Construction Phase.

The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment.

The duties and responsibilities of ENGINEER during the Construction Phase as set forth in this paragraph 1.3 are amended and supplemented as follows:

Construction Phase (Paragraph 1.3) – Work under this Paragraph 1.3 shall require an amendment to fund this effort and a Notice to Proceed to begin the Work.

**TASK 6: CONSTRUCTION ADMINISTRATION**

ENGINEER shall perform Construction Administration duties for the duration of the construction phase

of the Phase 2 collection system as specified in Paragraph 1.3 and as follows:

- A. *Pre-construction Conference* – ENGINEER will attend one pre-construction conference meeting with the OWNER and the Contractor for each Phase 2 construction contract.
- B. *Monthly Progress Meetings* – ENGINEER will attend monthly construction progress meetings with the OWNER and the Contractor to review the construction schedule and update the OWNER on the status of the project.
- C. *Shop Drawing and Submittal Review and Approval* – ENGINEER will review all submittals and shop drawings and respond to Requests for Information as needed. It is anticipated that shop drawings will be reviewed a maximum of two times.
- D. *Review of Payment Applications* – ENGINEER will review Contractor payment applications for accuracy, correctness as compared to the Contract Documents and consistency with work actually completed and accepted to date.
- E. *Prepare Change Orders* – ENGINEER will prepare change orders as needed throughout the construction phase of the project.
- F. *Develop Record Drawings* – ENGINEER will prepare and submit to the OWNER, one complete set of record drawings documenting the actual location of constructed facilities. The ENGINEER will submit both hard copy and electronic versions of the record drawings.

#### **TASK 7: RESIDENT INSPECTION**

ENGINEER shall provide one Resident Project Representative for the duration of the construction phase of the Phase 2 collection system in accordance with Exhibit B to this Agreement. These services will terminate on the construction contract completion date.

## **2.0 OWNER'S RESPONSIBILITIES**

- 2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:
  - 2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;
  - 2.1.2 The services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment;
  - 2.1.3 Appropriate professional interpretation of all of the foregoing;
  - 2.1.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
  - 2.1.5 Field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;
  - 2.1.6 Property descriptions;
  - 2.1.7 Zoning, deed and other land use restrictions; and
  - 2.1.8 Other special data or consultations not covered in Article 2.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

- 2.2 Provide, as required by the Contract Documents, engineering surveys and staking to enable Contractor to proceed with the layout of the work, and other special field surveys.
- 2.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.4 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 2.5 Provide, as may be required for the Project:
  - 2.6.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
  - 2.6.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and
  - 2.6.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.
- 2.6 Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:
  - 2.7.1 That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or
  - 2.7.2 That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 2.7.1 and 2.7.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

- 2.7 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.
- 2.8 If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this

Agreement before such services begin.

- 2.9 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- 2.10 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
- 2.11 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.
- 2.12 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.
- 2.13 Identify in writing to ENGINEER the name of OWNER representative that is authorized to provide day-to-day direction to ENGINEER during the project on behalf of the OWNER.

3.0 TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

ENGINEER shall proceed with performance of the services described herein immediately upon authorization from OWNER and will complete the services for Tasks 1, 2, 3 and 4 within 24 months unless extended by agreement between OWNER and ENGINEER.

Tasks 5, 6 and 7 shall be authorized in writing by OWNER after scope and budget have been confirmed or appropriately revised based on completion of above tasks.

4.0 METHOD OF PAYMENT

The method of payment for Services rendered by ENGINEER shall be as set forth below:

For services performed under Article 1 and described in Paragraph 1.0, Tasks 1 through 4, OWNER agrees to pay ENGINEER a lump sum amount not to exceed \$2,144,000.

Tasks 5, 6 and 7 are not authorized at this time and will be added by written Amendment at a future date.

The project budget for services described in Paragraph 1.0 are provided herein for informational purposes only and are as follows:

Professional Design, Bidding and Construction Phase Services

**Authorized:**

Task 1 – Survey	\$204,000
Task 2 – Preliminary Design	\$198,000
Task 3 – Final Design	\$1,592,000
Task 4 – CWMP Implementation Services	<u>\$150,000</u>
Subtotal	\$2,144,000

**Not Authorized:**

Task 5 – Bidding	\$30,000
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Task 6 -- Construction Administration	\$531,000
Task 7 -- Resident Inspection	<u>\$1,680,000</u>
Subtotal	\$2,241,000
TOTAL:	\$4,385,000

ENGINEER will submit to OWNER for approval a proposed payment schedule to be used by OWNER for borrowing purposes.

The ENGINEER is not responsible to provide services, the cost of which if filled in accordance with the terms of this Agreement would exceed the upper limit, unless authorized by the OWNER in writing and an increase in funds is made available. In no event shall ENGINEER bill in excess of the above figure without written authorization from the OWNER.

If any changes to the scope of work for this project occur or are requested by OWNER or result from regulatory agency comments or actions, ENGINEER will immediately notify OWNER. Any such changes that would require additional funds shall not be conducted until OWNER and ENGINEER have agreed to an Amendment to this Agreement.

5.0 SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

None

# CDM Smith Sewer Design and Engineering Capabilities

## Wastewater Sewer Design and Improvements

The planning, investigation and design of wastewater collection and treatment systems has been a cornerstone of CDM Smith's engineering consulting services since the firm's founding. We offer a wide variety of sewer system assessment and rehabilitation expertise, with project experience gained worldwide. CDM Smith assignments have included sewers of all sizes including lateral, branch, main, trunk and interceptor sewers as well as all types of materials including vitrified clay, concrete, brick, ductile iron, and polyvinyl chloride. Based on our sewer rehabilitation knowledge, clients call on CDM Smith to study, analyze, and design sewer system rehabilitation and offer expertise in investigation, repair and detailed design of collection systems. The following services are available:

- Program Management & Administration
- Facilities Planning & Analysis
- Collection Systems Condition Assessment
- Structural
- Hydraulic
- Environmental
- Corrosion
- Data Collection and Analysis
- Pump Station Design and Rehabilitation
- Sanitary Sewer Evaluation Surveys (SSES)
- Infiltration and Inflow (I/I) Analysis
- Flow Monitoring
- CCTV
- Smoke & Dye Testing
- Collection Systems and Rehabilitation Design
- Interceptor sewer design
- Specifications & Contract Documents
- Cost Estimates
- Construction Services
- Emergency Response Services

## Sewer Pumping Station Design and Rehabilitation

We have provided specialized engineering design and consulting services on hundreds of wastewater pumping facility projects. Our services have included technical investigations, hydraulic analyses, preliminary and final design, services during construction, and operation and maintenance consulting for wastewater pumping stations ranging in capacity from 30,000 gallons per day (gpd) to more than 800 million gallons per day (mgd). CDM Smith utilizes this vast experience to provide smart and sustainable multidisciplinary solutions to provide efficient pumping systems that will serve the Town's need for the planned design life of the facilities.



cdmsmith.com

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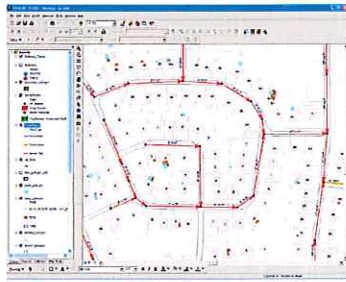
### About CDM Smith:

CDM Smith was formed in 1947 and has 69 years in operation. This includes the Massachusetts headquarters and our other New England offices, which include:

- Yarmouth, Massachusetts
- Chelmsford, Massachusetts
- Providence, Rhode Island
- Manchester, New Hampshire
- East Hartford, Connecticut
- New Haven, Connecticut

## Collection System and Pumping Station Evaluation, Design and Rehabilitation

Our pumping station capabilities include the design and evaluation of hundreds of water pumping stations with capacities ranging from less than 0.1-mgd to 1,200-mgd. We have assessed and rehabilitated existing pumping stations, designed new stations, and provided construction and start-up services. Many of our evaluations proceeded to rehabilitation projects, which addressed a wide variety of issues, including replacement of antiquated equipment and controls, hydraulic limitations, pumping capacity, energy efficiency, O&M, and code compliance. CDM Smith's pumping station expertise encompasses the entire range of the project cycle—from evaluation to design to construction.

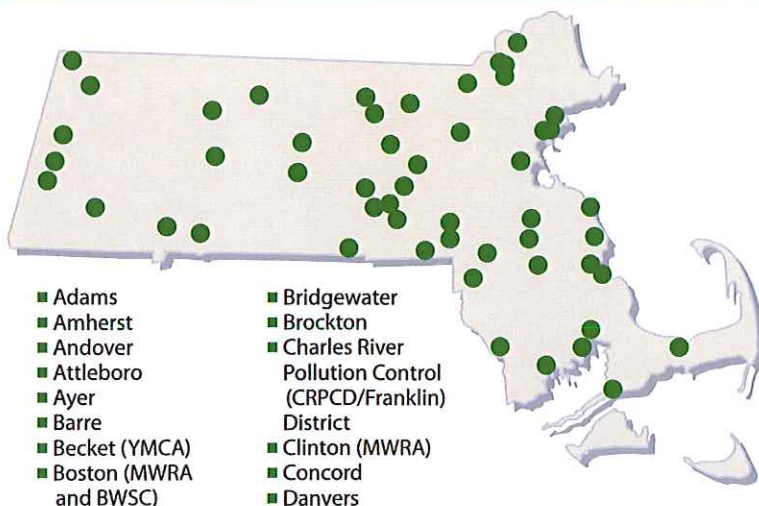


## Capacity Management Operation and Maintenance (CMOM) for Sewer and Drainage Collection Systems

CDM Smith staff have been developing effective and affordable CMOM strategies for more than 20 years, helping utilities address wastewater collection system management, operations and maintenance needs and complying with "Orders" issued by both state and federal agencies. Our CMOM approach uses guidance documents approved by USEPA. In the past and moving forward, we stand with our clients in each CMOM submittal to these regulatory agencies. Table 2-4 illustrates a sampling of CDM Smith's New England CMOM project experience.

We have extensive experience with regulatory negotiation/compliance; developing and assisting with implementation of CMOM Corrective Action, Preventive Maintenance, and Emergency Response plans; developing standard operative procedures (SOPs); assistance with developing short-term and long-term budgeting; prioritizing plans for sewer inspection and/or cleaning to reduce sanitary sewer overflows (SSOs); integration with Geographic Information Systems (GIS); and progress reporting. Working closely with our clients and the local community, we have developed focused and cost-effective work plans for implementing successful CMOM programs in compliance with Consent Decrees. The overall success of a program is increased via targeted public outreach efforts and community involvement.

### Wastewater Experience: Massachusetts



- Adams
- Amherst
- Andover
- Attleboro
- Ayer
- Barre
- Becket (YMCA)
- Boston (MWRA and BWSC)

- Bridgewater
- Brockton
- Charles River Pollution Control (CRPCD/Franklin) District
- Clinton (MWRA)
- Concord
- Danvers

- Dracut
- Everett
- Fall River
- Falmouth (WHOI)
- Fitchburg
- Gloucester
- Grafton
- Haverhill
- Holbrook
- Kingston
- Lawrence
- Leominster
- Lenox
- Lowell
- Lynn (LWSC)
- Malden
- Mansfield
- Marion

- Marlborough
- Easterly
- Marlborough
- Westery
- Marshfield
- Medway (CRPCD)
- Montague
- New Bedford
- New Braintree (MSPTA)
- North Andover
- Northbridge
- Norwood
- Orange
- Otis ANG
- Otis
- Pittsfield

- Plymouth
- Revere
- Salem (SESD)
- Saugus
- Scituate
- Somerville
- Springfield
- Stockbridge
- Swampscott
- Upper Blackstone (UBWPAD/Millbury)
- Waltham
- Wareham
- Webster
- Westboro
- Westfield
- Williamstown
- Worcester
- Yarmouth



## Grant/Loan Programs

CDM Smith has extensive experience in the preparation of grant applications and securing funding from various public and private sources, as well as assisting cities and towns with public-private partnerships. Our project staff has considerable experience helping our clients identify unique project funding opportunities (including FEMA, MEME, and DEP SRF), as well as assisting clients with user fees and rate studies. We have secured financial assistance at all government levels, including grants, subsidized loans, and conventional financing.

CDM Smith has provided assistance for many MWRA communities with attaining aid to improve the local water system distribution pipeline conditions to better maintain water quality and ensure the use of appropriate distribution system best management practices (BMPs). During the past 10 years, CDM Smith's drinking water clients have taken in roughly a third of all monies allocated. Similarly, we have successfully submitted for clean-water projects that received funding of more than \$131 million. The SRF Loan Program is a competitive process, and experience in completing the applications can greatly benefit a community.

On each project, after the design has progressed and the initial cost estimate prepared, CDM Smith meets with clients to develop a project phasing and implementation plan, which includes identification and discussion of potential unique funding opportunities the community might want to pursue for the project. We have negotiated favorable implementation schedules with regulatory agencies based on affordability analyses. We helped many cities and towns develop creative financing plans, including user fees, SRF loans, Transportation Improvement Program (TIP), Community Development Action Grant Program (CDAG), PARC, MassWorks, Safe Drinking Water Programs, and tax-based funding methods.

Client	I/I Analysis	Sewer Evaluation	Sewer Rehabilitation	Sewer Capacity Modeling	Flow Monitoring	Mapping/GIS	Design	Construction Services	System Management/O&M	Financial/Asset Management Service
Exeter, NH	✓	✓	✓	✓	✓		✓	✓		
Manchester, NH	✓	✓	✓	✓	✓	✓	✓	✓		✓
Lewiston-Auburn, ME	✓	✓	✓	✓	✓	✓	✓	✓		
Amherst, MA	✓	✓			✓		✓	✓		
Amesbury, MA	✓	✓	✓							✓
Attleboro, MA	✓	✓	✓		✓		✓	✓		✓
Beverly, MA	✓	✓	✓		✓		✓	✓		
Boston, MA	✓	✓	✓	✓	✓	✓		✓	✓	✓
Brockton, MA	✓	✓	✓		✓	✓				✓
Everett, MA	✓	✓	✓	✓	✓	✓	✓	✓		
Falmouth, MA	✓	✓	✓				✓	✓		
Hull, MA	✓	✓	✓		✓					
Lynn, MA	✓	✓	✓	✓	✓		✓	✓		✓
Marblehead, MA	✓	✓			✓		✓	✓		✓
Marion, MA	✓	✓			✓					
Needham, MA	✓	✓	✓		✓	✓	✓	✓		
New Bedford, MA	✓	✓	✓	✓	✓		✓	✓		✓
Newton, MA	✓	✓			✓		✓			
Norwood, MA	✓	✓	✓	✓	✓	✓	✓	✓		
Peabody, MA	✓	✓							✓	
Reading, MA	✓	✓	✓		✓	✓				✓
Saugus, MA	✓	✓	✓	✓	✓	✓	✓	✓	✓	
South Shore communities, MA	✓	✓	✓	✓	✓	✓				✓
Swampscott, MA	✓	✓	✓				✓			✓
Worcester, MA	✓	✓	✓		✓		✓	✓		✓
Danvers, MA	✓	✓	✓	✓	✓	✓	✓	✓		
Revere, MA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lowell, MA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
East Hartford, CT	✓	✓		✓	✓	✓				
Hartford, CT	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Stamford, CT	✓	✓	✓	✓	✓	✓	✓			
New London, CT	✓	✓		✓	✓					
Norwalk, CT	✓	✓	✓	✓	✓	✓	✓	✓		
Waterbury, CT	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Watertown, CT	✓	✓	✓	✓	✓	✓	✓	✓		
West Haven, CT	✓	✓	✓	✓	✓	✓	✓	✓		
West Hartford, CT	✓	✓	✓	✓	✓	✓	✓	✓		
Wethersfield, CT	✓	✓	✓		✓	✓	✓	✓		
Windsor, CT	✓	✓	✓	✓	✓	✓	✓	✓		
New Britain, CT	✓									

CDM Smith offers extensive sewer design and rehabilitation experience







## Bidding and Construction-Related Services

Following design completion, CDM Smith stands ready to assist in the implementation phase. We regularly advise municipalities in determining whether projects should be bid under MGL Chapter 30B, Chapter 30 39M for horizontal construction or Chapter 149 for vertical (building) construction projects. Electronic and hard copies of all plans and specifications required by the Town are provided. Following the bid opening, we typically review all bids, check references and provide a recommendation to award.

General administration of the construction contract is provided throughout the construction phase include:

- Pre-construction and regular construction progress meetings
- Scheduling and related coordination
- Shop drawing/submittal reviews
- Responses to Request for Information (RFIs)
- Review/approval of pay estimates
- Record drawings
- Start-up assistance
- O&M Manuals

We offer a staff of full-time resident engineers to provide Resident Inspection services. Such services can be full-time or part-time depending upon the duration and complexity of the construction project. The Resident Inspector serves to oversee and document the construction progress, advising that construction proceeds in accordance with engineering plans and specifications.

## Public Meetings/Public Relations

Public concerns often play a key role in the decision-making process of public agencies. CDM Smith offers a wide range of public participation services to help obtain public acceptance of sensitive environmental projects, including attendance at public meetings to present the project and answer questions of affected businesses and residents. We can provide Fact Sheets, meeting notes, and power point presentations regarding the proposed project in order to solicit input. In addition, we have many projects for which we have implemented and managed Information Repositories at the local library or on-line e-room as a means of providing the public access to documents.

## Progress Update Meetings

We always stand ready to meet with our clients whenever required. Such meetings often serve to provide project status updates, while others may be full presentations of options or results. Intended topics to be discussed will govern the staff to be present. In our experience, regular project meetings are critical to ensuring that required goals and objectives are met, on schedule.





## David F. Young, PE, BCEE, FACEC

### Officer-in-Charge

Mr. Young is a professional civil engineer who has participated in several major projects for over 37 years, including analyses of wastewater needs, evaluation and design of wastewater collection and treatment facilities, engineering studies of sludge management and innovative effluent disposal using reclaimed water, preparation and review of municipal landfill reuse projects, and planning and design of recreation facilities. Many of these projects included extensive public participation programs.

**Officer-in-Charge/Program Manager, Comprehensive Wastewater Management Plan, Harwich, Massachusetts.** Mr. Young is overseeing the wastewater planning assessment for the Town of Harwich, Massachusetts. A major portion of the study includes coordinating the Massachusetts Estuaries Project (MEP) for five embayments in town. This process evaluates nutrient impacts on surrounding estuaries. He is coordinating input from the town oversight committee, assisting with regional discussions with the Town of Chatham and has made several public presentations regarding the project.

**Officer-in-Charge/Program Manager, Integrated Water Resources Management Plan and Roadway Restorations, Brewster, Massachusetts.** Mr. Young oversaw the initial phase of the water resources planning efforts which evaluated nitrogen impacts in the estuaries, water quality (phosphorus) impacts in the freshwater ponds, stormwater impacts and potential options for water reuse at the numerous golf courses in town. Close coordination with the Comprehensive Water Resources Committee, town residents, regulatory agencies and surrounding communities resulted in the development of a plan for addressing each of the issues into the future. He is also program manager for the roadway restorations of Underpass and Snow Roads in Brewster which includes a Cape Cod Rail Trail roadway crossing.

**Officer-in-Charge/Program Manager, Comprehensive Wastewater Management Plan, Yarmouth, Massachusetts.** Mr. Young is overseeing the wastewater planning assessment for the Town of Yarmouth, Massachusetts on Cape Cod. A portion of the study included evaluating 13 watersheds throughout the community for various wastewater needs. Input from the Massachusetts Estuaries Project (MEP) which is evaluating nutrient impacts on three town estuaries has been coordinated with this project. He coordinated input from the town oversight committee and has made several public presentations regarding the project. Effluent recharge sites and sewer collection and treatment alternatives were evaluated. Regional options were considered prior to finalizing the recommended wastewater program which includes use of reclaimed water for irrigation. The

#### Education

MBA - Babson College, 1985

BS - Civil Engineering, Tufts University, 1979

#### Registration

Professional Engineer:  
Massachusetts (1985), Maine,  
New Hampshire, Rhode Island,  
and Vermont

#### Honors/Awards

Board Certified Environmental  
Engineer (BCEE), American  
Academy of Environmental  
Engineers and Scientists

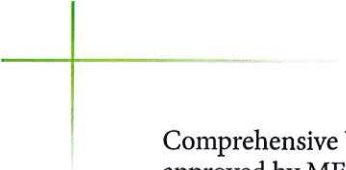
Fellow, American Council of  
Engineering Companies (FACEC)

#### Professional Activities

Member, New England Water  
Environment Association - Water  
Reuse Committee

Past Member, Mansfield  
Municipal Building Committee  
(past member/chair for 14 years)

President (FY10): American  
Council of Engineering  
Companies of Massachusetts



Comprehensive Wastewater Management Plan was approved by MEPA in August 2011 and design of the Phase 1 program was completed in September 2011 with an estimated cost of \$55 million.

**Officer-in-Charge/ Program Manager, Comprehensive Wastewater Management Plan, Dennis, Massachusetts.** Mr. Young is managing the comprehensive wastewater management plan for the Town of Dennis, Massachusetts. They share watersheds with Yarmouth and Harwich that need significant nitrogen removal. Several wastewater management options are being evaluated including regional solutions in order to meet the nitrogen removal requirements.

**Officer-in-Charge/ Program Manager, Comprehensive Wastewater Management Plan, Mansfield, Massachusetts.** Mr. Young manages the comprehensive wastewater management plan for the Town of Mansfield, Massachusetts. The scope of work, which was approved by the Department of Environmental Protection, was divided into two phases. The first phase updated the wastewater needs for this growing community and projected wastewater flow needs for 20 years. The second phase evaluated on-site, local and regional solutions and addressed environmental reviews. He is working with the towns of Mansfield, Foxborough and Norton, Massachusetts to create a Wastewater District to help implement a regional wastewater solution.

**Project Manager, Wastewater Treatment Plant and Disposal Facilities Plan, Plymouth, Massachusetts.** For the Town of Plymouth, Massachusetts, Mr. Young managed wastewater facilities planning efforts that led to an implementation plan. In addition to coordinating the project's technical assignments, he also reviewed effluent disposal options by land application for a town-wide siting evaluation of decentralized treatment options, and coordinated local input via a Citizen's Advisory Committee and regulatory reviews through several state agencies. He also conducted an infiltration/inflow (I/I) study, and a water reuse options study.

**Program Manager, Wastewater Facilities Implementation Program, Plymouth, Massachusetts.** Mr. Young managed Plymouth's wastewater facilities implementation program,

which includes a modified wastewater pumping station, 4.5 miles of dual force mains, and a 3.0-mgd advanced wastewater treatment plant (WWTP) with nutrient removal. The overall project cost for this consent decree-driven project, including construction, was \$42 million. Evaluation and procurement of a public/private partnership using a design/build/operate process was conducted. He coordinated the design reviews of the selected design/build firms and then coordinated services during construction and start-up. He managed a \$2 million sewer system expansion program for the town.

**Project Director, Various Recreation Projects, Plymouth, Attleboro, Yarmouth, Barnstable, Falmouth and Hopkinton, Massachusetts.** Mr. Young helped prepare recreation master plans and design documents for Forges Field Recreation Facility in Plymouth, Massachusetts; Flax Pond and Sandy Pond Recreation Facilities in Yarmouth, Massachusetts; Poncin-Hewitt Recreation Facility in Attleboro, Massachusetts; and the Fruit Street recreation complex in Hopkinton, Massachusetts. He has also managed or provided technical review on over a dozen other natural or artificial surface field projects for Barnstable, Boston, Canton, Cambridge, New Bedford, and Waltham, Massachusetts and Bryant University, Emerson College, Dexter School, and Massachusetts Maritime Academy in Bourne, Massachusetts. Most recently, he managed the recreation field project for Falmouth High School.

# TOWN OF HARWICH

## HOUSING PRODUCTION PLAN

This Housing Production Plan provides an update of the 2010 Plan and is also prepared in conformance with state requirements under Massachusetts General Law Chapter 40B, 760 CMR 56.03(4). The Plan importantly provides updated demographic, economic and housing characteristics and trends using a wide assortment of data sources to provide a snapshot of the current housing dynamic in the community and region.

Updated data suggests that a convergence of trends – a declining year-round population, fewer children and families, an increasingly aging population, increases in poverty, high and growing seasonal and second home market pressures, and rising housing costs – all point to significant changes in the Harwich community and a growing affordability gap. This gap is confirmed by census data that estimates about 41% of Harwich's households were living in housing that was by common definition beyond their means and unaffordable as they were spending more than 30% of their income on housing costs, of which 20% were spending more than 50% of their incomes on housing. If these demographic and housing trends continue, Harwich will lose ground on its ability to be a place where individuals and families across a full range of economic and social strata can call home.

The state currently lists 333 affordable housing units in Harwich's state-approved Subsidized Housing Inventory (SHI), 5.4% of the total year-round housing stock of 6,121 units, up from 261 units at 4.5% in 2009. Because the number of year-round units is based on the decennial census figure, it will change when the 2020 census figures are released and thus the 10% state threshold is a moving target.

The Plan acknowledges the progress that has been made in producing affordable housing during the recent past including:

- Approximately 30 units were produced by non-profit and private developers from 2003 to 2008 with another 55 produced after that;
- Two (2) affordable units are ready to be added to the SHI as first-time purchasers have recently closed on their homes as part of the second phase of the Town's Buy Down Program; and
- Six (6) affordable units are in the planning stage for a Habitat for Humanity project in West Harwich.

Many of the 2010 strategies are included in the current draft but with a somewhat greater focus on rental unit development, from a target of two-thirds of all affordable units produced in the 2010 Plan to 80% in the current draft. This is largely due to the high costs of rental housing, high cost burdens (43% of all renters earning at or below 80% of area median income were spending more than half of their income on housing), recent losses of rental units, the objective of supporting some of the more vulnerable residents in the community as well as the fact that almost all state subsidies are directed to rentals. A new strategy includes the potential for adopting a motel conversion by-law.

The Plan included a list of potential Town-owned property that might be suitable for affordable housing development (Table VI-2) and also summarized a number of potential housing opportunities that included:

- *Buy-Down Program*  
The Town introduced a second round of the Buy-Down Program, and additional rounds are proposed in the Housing Plan.
- *Habitat West Harwich*  
Habitat for Humanity is planning a six-unit development in West Harwich on property behind two homes owned by HECH.
- *Harwich Middle School*  
The Harwich Middle School is currently vacant and plans were previously considered to convert the school to affordable housing with the potential for further consideration in the future.
- *Rec Building/WHS Cultural/Housing Development*  
Plans were previously underway to convert this Town-owned property to 22 rental units back in 2009, supported by an initial CPA allocation of \$85,000. These plans did not go forward, however some further consideration might be made to redeveloping this property as affordable housing in the future as it remains underutilized.
- *American Dream II Buy Down Program*  
The conveyance of additional Town-owned properties for additional phases of the American Dream Program could be explored.

More detailed information on housing production goals is included in Table V-1.

# HARWICH HOUSING PRODUCTION PLAN

## Harwich Housing Plan Work Group

Linda Cebula, Harwich Planning  
Bd.

Julia Eldredge, Harwich Housing  
Committee

Charleen Greenhalgh, Asst. Town  
Admin.

Cindi Maule, Harwich Community  
Preservation Committee

John Stewart, Harwich Housing  
Authority

Karen Sunnarborg, Consultant



# Housing Plan Benefits

- Provides opportunities for greater local control over housing development
- Serves as a blueprint for promoting housing diversity -- toolbox
- Offers information to the community on the status of housing including market conditions and how it affects local residents
- Provides information to non-profit and for profit developers on housing needs and priorities in Harwich

# Housing Plan Benefits

- Assists the Community Preservation Committee in making funding decisions
- Assists the Housing Committee in promoting affordable housing
- Offers greater accountability and transparency regarding local initiatives
- Promotes greater compatibility with other Town endeavors (Planning, Open Space, Conservation, etc.)
- Serves as a comprehensive housing resource



# Housing Goals

- **Promote the annual development of affordable housing, striving to produce 33 units/year, approximately 80% of which will be rental housing**
- **Promote the development of funding sources and income streams to support affordable housing development**
- **Remove barriers to affordable housing in Town by-laws and other regulations**

(Updated from 2003 Housing Strategy and 2009 Housing Production Plan)

# What is Affordable Housing?

## Affordable housing:

- Deed restricted
- Affirmatively marketed
- Available to households earning at or below 80% of area median income with housing costs of no more than 30% of income.

## Community housing:

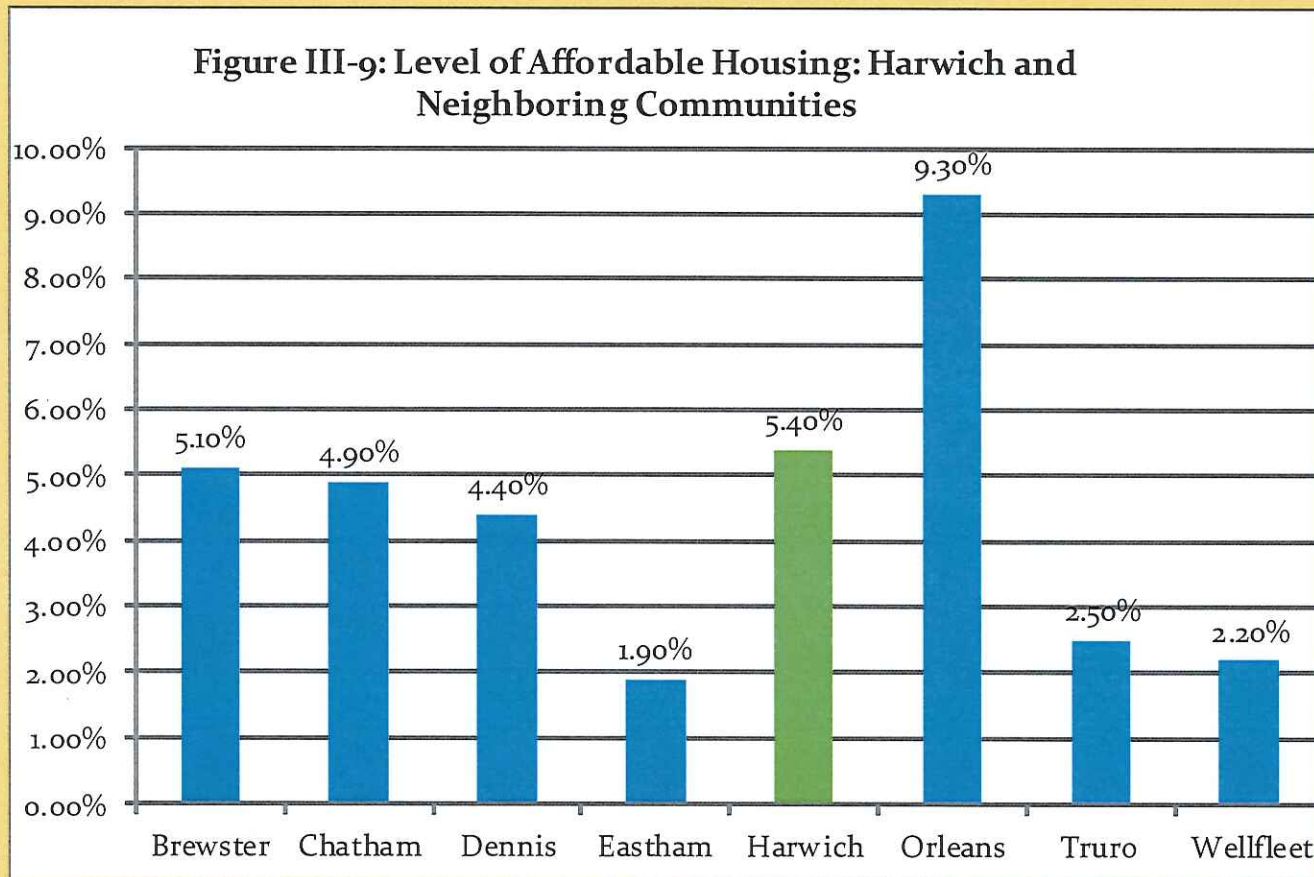
- Affordable to households earning at or below 100% of area median income.

# What housing is “affordable” in Harwich?

- Of the 6,121 year-round housing units,\* 333 units or 5.4% are currently considered affordable by the state, up from 261 units and 4.5% in 2009.
- Another 2 units should be added soon.
- Gap of about 277 units to meet the 10% state target based on existing stock.
- The number of affordable units needed will increase over time based on housing growth.
- Annual housing production goals of 33 units/year.

Sources: State Subsidized Housing Inventory report, \* 2010 US Census (ownership and rental)

# Level of Affordable Housing: Harwich and Its Neighbors

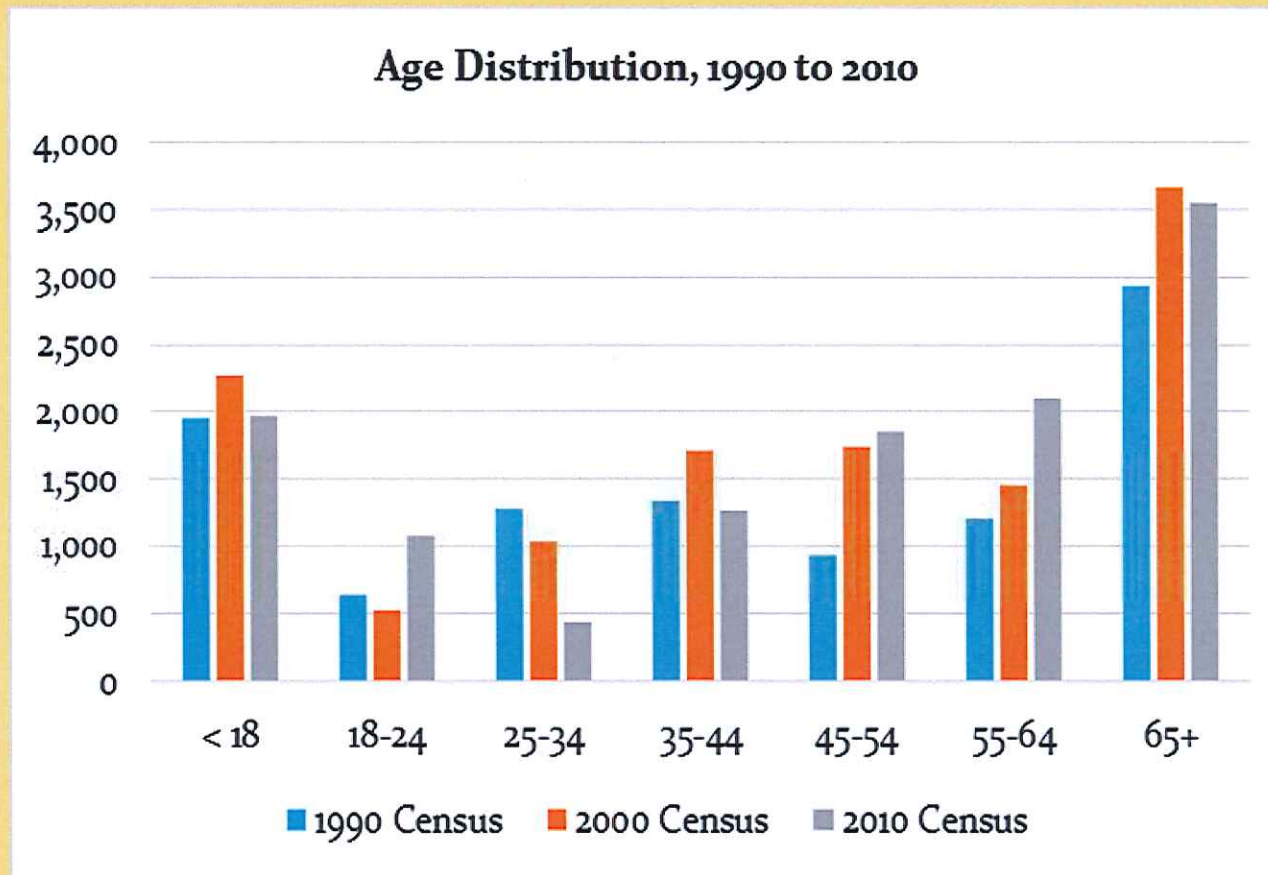


# Notable Demographic Changes

- Recent small population losses to 12,205 residents by 2014.
- MAPC projections suggest increase to 13,445 residents by 2030. State Data Center estimates further losses to 11,679.
- Fewer children – those under age 20 are expected to decrease from 17.9% in 2010 to 14% by 2030, from more than  $\frac{1}{4}$  of the population in 1980.
- Growth in smaller non-family households.
- 20% of households involved those 65+ living alone.
- Those 65+ increased by 21% between 1990 and 2010 and are expected to increase by another 42% by 2030.

Sources: Census data, MAPC and State Data Center projections

# Demographic Shifts

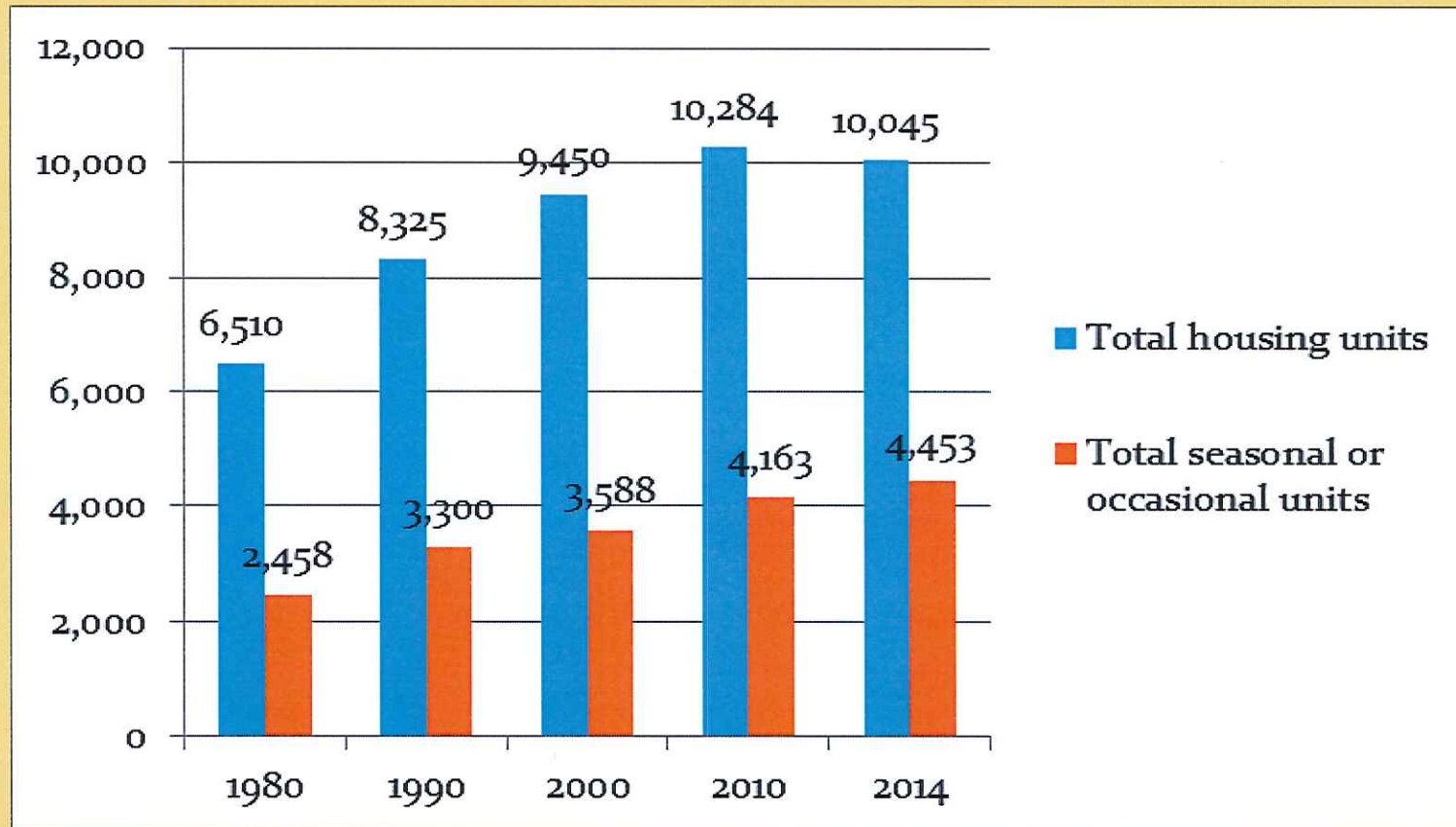


# Notable Housing Changes

- While Harwich's population grew by 36% between 1980 and 2010, housing units increased by 58%, largely fueled by the seasonal and second home markets.
- In 2000 there were 2,306 owner-occupied units valued below \$200,000 (57%), down to 294 units (6.7%) by 2014.
- Median single-family home price of \$350,000 as of 8/2016, down from \$385,000 in 2006.
- Median rents have increased from \$293 in 1980 to \$708 in 2000 and \$1,161 in 2014.

Sources: Census data and Banker & Tradesman from The Warren Group

# Changes in Seasonal and Year-round Units





# Harwich Households with Limited Incomes = Need Subsidized Rental Units

- In 2014, 17.2% of households had incomes below \$25,000.
- In 2014, 891 residents and 123 families lived in poverty, up from 668 individuals and 103 families in 2000.
- About 46% of households could have qualified for housing assistance based on a 2013 HUD report (not accounting for financial assets), up from 40% in 2000.
- Median incomes rose by 62% between 2010 and 2014, higher than the 42% rate of inflation.
- High market rents of about \$1,300 requires income of an estimated \$59,000. Median income of renter households of \$43,679
- 43% of renters earning at or below 80% AMI were spending more than half their income on housing costs.

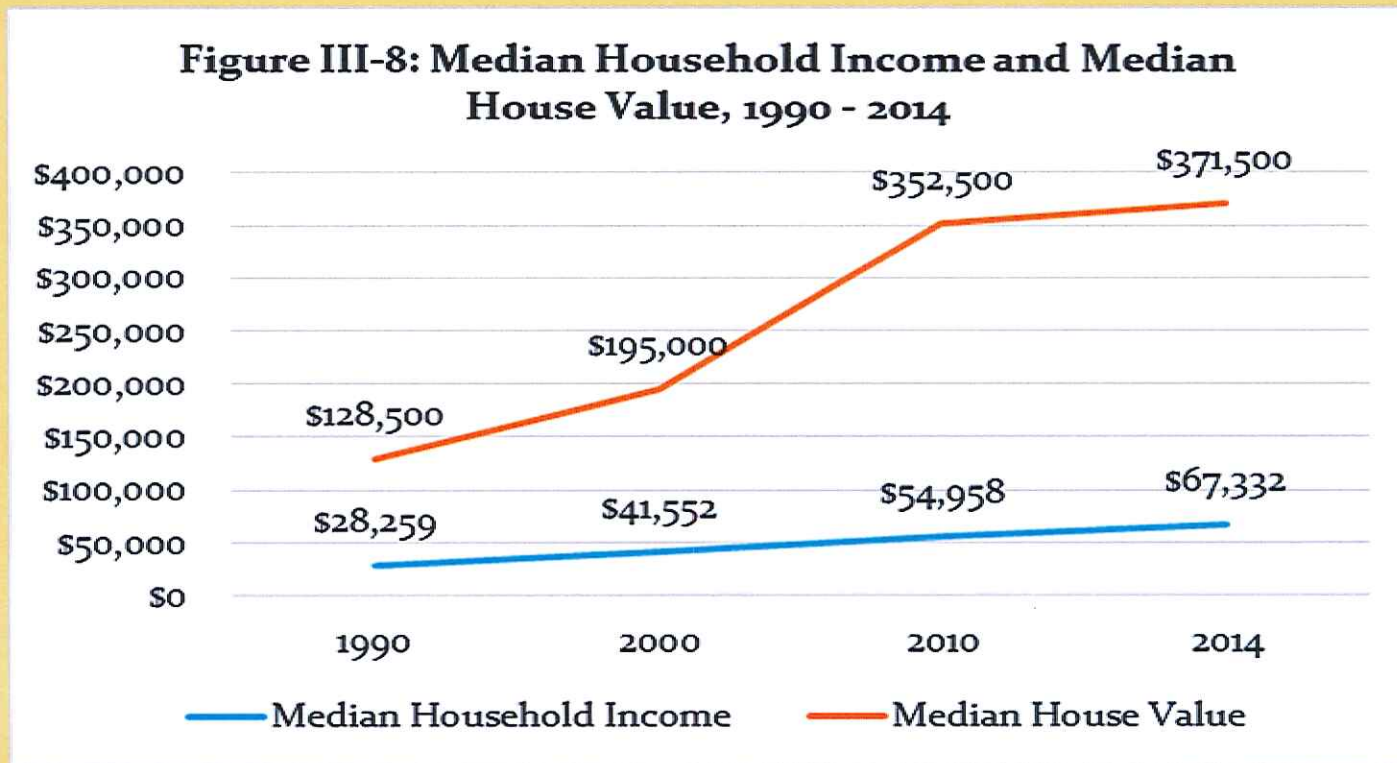
Sources: Census data and American Community Survey 5-Year Estimates 2010-2014 12

# Need for Affordable Homeownership

- Borrowing power of the average household based on the 2014 median income of \$67,332 = \$272,000.
- Median house price as of 8/2016= \$350,000 requires income of approximately \$79,500 – not affordable to most local year-round households.
- The *affordability gap* = \$78,000 – the difference between a median priced home and what a median income household can afford.
- Gap widens to \$93,500 for a household of 3 earning at 80% AMI.
- Condos more affordable with almost 2/3 affordable to median income earning households.

Sources: Banker & Tradesman, Multiple Listing Service data.

# Incomes have not kept pace with home prices



# Special Needs Households = Need for Accessible Units and Supportive Services

- Higher level of seniors than Barnstable County and about twice the state level – rapidly growing segment of the population.
- 14.4% claimed a disability in 2014, up from 9.3% in 2000, and high in comparison to 11.3% for the state.
- There are no affordable assisted living units in Harwich.
- There are very few handicapped accessible units in subsidized housing.

Sources: Census data and Harwich Council on Aging

# Priority Housing Needs/Goals

Type of Housing	Seniors/ Individuals 1 bedroom @40%	Small families/2 bedrooms @50%	Large families/3 bedrooms @10%	Total
Rental @ 80%	50	62	12	124
Ownership @ 20%	12	16	3	31
Total	62	78	15	155
Special Needs	(12) 20%	(8) 10%	(2) 10%	(22) 14% <sub>16</sub>

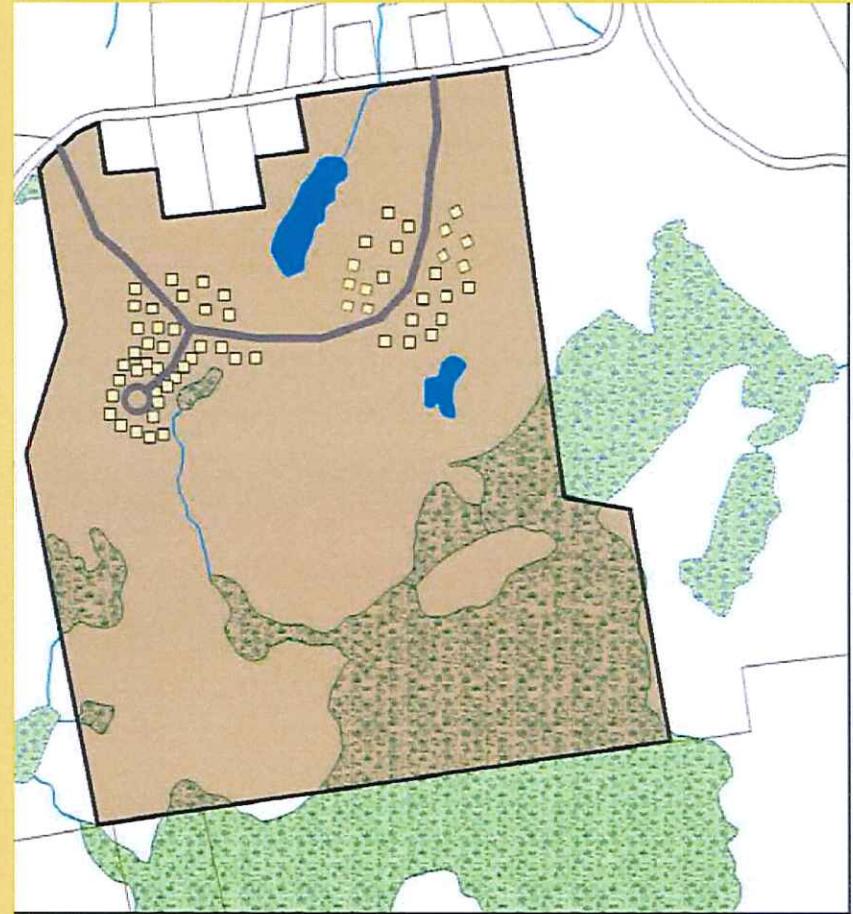
# Capacity Building Strategies



- Conduct ongoing community education
- Hire a part-time Housing Coordinator

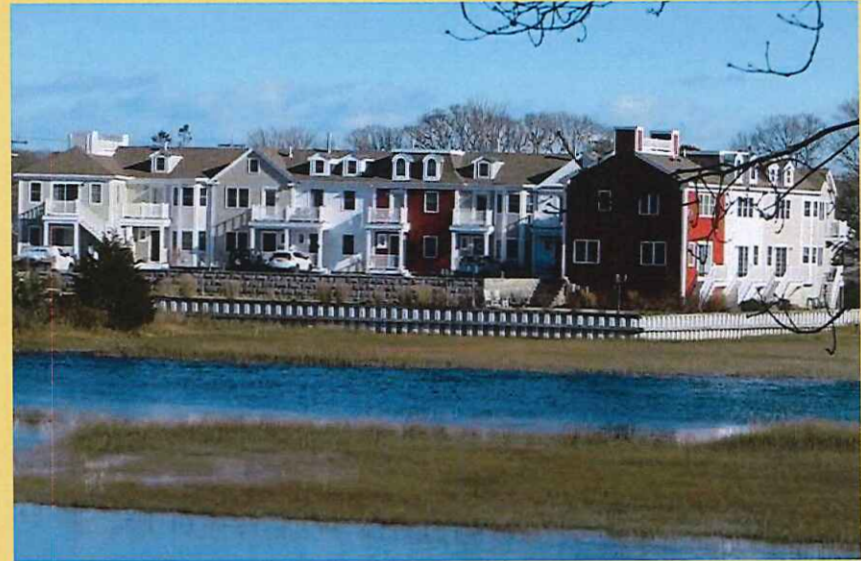
# Zoning Strategies

- Integrate affordable housing in OSRD bylaw (cluster development)
- Promote affordable housing in mixed-use development
- Modify accessory apartment by-law



# Zoning Strategies

- Adopt inclusionary zoning
- Update local LIP regulations and procedures
- Adopt a motel conversion by-law





# Housing Production Strategies

- Continue to make suitable public property available for affordable housing
- Continue to partner with private developers
- Convert existing housing to affordability



# Housing Preservation and Assistance Strategies

- Monitor Subsidized Housing Inventory (SHI)
- Help qualifying residents access housing assistance



# Next Steps



- Secure approvals from the Planning Board and Board of Selectmen
- Submit to the state
- Obtain state approval

For more information, visit the Town's web site at  
<http://www.town.harwich.ma.us>



**HARWICH BOS/TA ACTION ITEMS REPORT 1/19/17 New Updates highlighted in YELLOW**

Item Number	Action Item	Criticality ( 1, 2 or 3 )	Lead Responsibility	Date Assigned	Due Date	Status	Comments
16-001	Disability Access to Brook Park Bandstand			7/11/2016		Referred to Recreation for inclusion in the next phase of Brooks Park Improvements.	No funding available at this time to cover cost of ramp.
16-002	Lighting at Brook Park Bandstand/Parking		TA, ATA, Town Eng., Rec. Dir.	7/11/2016		Spoke with Town Engineer. Came up with concept for 2 lights in keeping with the Historic Dist. Cost \$2500/ea. <b>Status Complete</b>	No funding available at this time to cover costs of lights. Path behind ballfield fence is not formal to make more accessible & add lighting would require a fence along the bank, t-base walkway 5' wide, electricity, etc.
16-003	West Harwich Plume+B4:B29 +B4:B21		TA, ATA, Health Dir.	7/11/2016		Paula completed review week of August 15; meeting with Chair, TA and Asst. TA on 8/24/16. Paula made presentation to the BoS on 9/26/16 - <b>Status Complete</b>	Paula Champagne asked to research all applicable reports and to report back her findings/recommendations/plan.
16-004	Committees: Vacancies; Charge Updates: Members being Sworn-in.		Selectmen	7/25/2016		On-going	
16-005	Track Additional Costs at Middle School		Selectman LaMantia, TA	7/25/2016		On-going	
16-006	Embers: Outside Bar Status		ATA	8/8/2016		Completed 8/10/16- <b>Status Complete</b>	Consulted Licensing Secretary; Building Comm; Health Agent. Mr. Nickerson contacted.
16-007	Dedicated Turn Signal North on Rte 124 at Queen Anne Road		DPW Director	8/8/2016		Completed 8/10/16- <b>Status Complete</b>	DPW Director contacted consulting Engineer. The trip counts do not warrant a dedicated signal. Mr. Nickerson Contacted.
16-008	Perk - Public Hearing for Entertainment License potential violation(s)		TA; Licensing Secretary	8/22/2016		Hearing to be scheduled for 9/19/16 - <b>Status Complete</b>	
16-009	Waterways - Slip Regulations		TA; Harbormaster; Waterways Committee	10/17/2016			
16-010	Entertainment Licenses (Rte 28 HP) - Public Hearing for uniform hours		TA	10/17/2016		Public Hearing Schedule for November 14, 2016 - <b>Status Complete</b> -- Licensees (Rt 28 HP) to be notified	Advertising and posting on Website completed. Licensees to be notified.
<b>Goal 1. Financial Leadership and Stability - Provide financial leadership and stability to all Town departments and Town sanctioned boards and committees. (Primary responsibility is with TA although the Finance Team, Capital Outlay Committee and the Finance Committee provide significant input)</b>							
<b>Objective A: Develop FY2018 budget within the limits of Proposition 2 1/2 that minimizes the use of capital exclusions.</b>							
16-011	G1-A(1) Provide Seven Year Capital Plan, 2018-2024		TA	7/25/2016		<b>Status Complete</b>	
16-012	G1-A(2) Report: Estimated Free Cash		Town Accountant	7/25/2016		<b>Status Complete</b>	
16-013	G1-A(3) Report: FY2018 TA Budget Message		TA	7/25/2016		<b>Status Complete</b>	
16-014	G1-A(4) Provide Initial Budget & additional updates as needed		TA	7/25/2016		On-going	
<b>Objective B: Provide transparency in town finances.</b>							
16-015	G1-B(1) Provide quarterly expense & revenue reports for each Town department.		Town Accountant & TA	7/25/2016		<b>Status Complete</b> - Provided Monthly	
16-016	G1-B(2) Provide revenue sources & expenses for each department.		Town Accountant & TA	7/25/2016		<b>Status Complete</b> - Provided Monthly	
16-017	G1-B(3) Further implement the visual software package to better inform the taxpayers where their tax dollar is being spent.		Town Accountant & TA & Selectmen	7/25/2016		On-going	
16-018	Examine 1-3 years of auditors' reports & document how Finance Dept. has resolved auditor's suggestions/recommendations.		Town Accountant & TA	7/25/2016		Pending	

HARWICH BOS/TA ACTION ITEMS REPORT 1/19/17 New Updates highlighted in YELLOW

Item Number	Action Item	Criticality (1, 2 or 3)	Lead Responsibility	Date Assigned	Due Date	Status	Comments
16-019	G1-B(5) Evaluate the need to form an insurance advisory committee to work with the TA to identify, develop options & implement town insurance matters		LaMantia, Finance, TA	7/25/2016			
<b>Objective C: Develop specific financial strategies to increase S&amp;P Bond rating</b>							
16-020	G1-C(1) Provide memo identifying potential savings that could result over the next 5-10 years of planned borrowing if Harwich rating was increased.		MacAskill, TA, Finance	7/25/2016			
16-021	G1-C(2) Identify specific, sustainable revenue sources to fund annual contributions to Other Post Employment Benefits (OPEB).		MacAskill, TA, Finance	7/25/2016			
<b>Goal 2. Governance - Communicate and conduct Town government business in an efficient, effective, transparent and responsive manner.</b>							
<b>Objective A: Conduct Town government business in an efficient and effective manner</b>							
16-022	G2-A(1) Implement Accela		TA	7/25/2016		Status Complete	
16-023	G2-A(2) Request Charter Review Committee to assess Charter to identify needed changes/improvement.		LaMantia & MacAskill	7/25/2016		On-going	
16-024	G2-A(3) Direct Town boards & committees to review Charges for appropriateness or modifications.		LaMantia & MacAskill	7/25/2016			
16-025	G2-A(4) Ensure Town boards & committees conduct meetings/public hearings in accordance with Charter, Regulations & MGL.		LaMantia & MacAskill	7/25/2016			
16-026	G2-A(5) Assess document storage needs.		TA	7/25/2016		Funding Deny by CPC	
16-027	G2-A(6) Review & reevaluate BOS policies.		LaMantia & MacAskill	7/25/2016			
<b>Objective B: Conduct Town government business in a transparent manner</b>							
16-028	G2-B(1) Develop & implement informational meetings ("pre-annual town meetings) to improve understanding & assess potential impacts of the Harwich budget & selected warrant articles.		BoS	7/25/2016		Voter Information Committee has scheduled a series of voter information work shops: 4/11: Finance, 4/25: Warrants Articles, 5/9: Candidates	
16-029	G2-B(2) Public Awareness & Outreach: improve awareness & understanding of the BOS, other Town-sanctioned groups, & Town departments.		TA w/Voter Info Comm., BoS	7/25/2016		Voter Information Committee holding a Town Committee Volunteer Recruitment Fair 1/28/17	
16-030	G2-B(2)(a) Two memos, co-authored by Administration & Dept. Head selected to participate in outreach activity describing activities planned, resources & schedules required to achieve this objective.		LaMantia, MacAskill, TA, Finance	7/25/2016			
16-031	G2-B(2)(b) Periodic status reports on media projects, site visits, & initial feedback from residents/visitors.		LaMantia, MacAskill, TA, Finance	7/25/2016			
16-032	G2-B(3)(c) End-of-year report on lessons learned.		LaMantia, MacAskill, TA, Finance	7/25/2016			
<b>Objective C: Conduct Town government business in a responsive manner</b>							
16-033	G2-C(1) Establish Harwich-specific email addresses (4 memos).		Brown, IT, TA	7/25/2016			
16-034	G2-C(2) Reevaluate Town Hall hours: 8 PM on Monday & noon on Friday.		Brown, BoS, TA	7/25/2016			

**HARWICH BOS/TA ACTION ITEMS REPORT 1/19/17 New Updates highlighted in YELLOW**

Item Number	Action Item	Criticality ( 1, 2 or 3 )	Lead Responsibility	Date Assigned	Due Date	Status	Comments
16-035	G2-C(3) Evaluate improvements to Griffin Room audio reception, recording & broadcasting.		Brown, IT, TA, Cable	7/25/2016		On-going; Ms. Goodwin has made many updates to the system.	
16-036	G2-C(4) Develop agreement for classroom use at MRHS & Harwich Elementary (fee/no fee) for Town-sanctioned groups meetings.		Brown, BoS	7/25/2016			
<b>Goal 3: Infrastructure - Work with and support the design, construction and renovation activities of the Harbormaster, Department of Public Works, Board of Water Commissioners, Library and other departments conducting major projects</b>							
16-037	<b>G3 Objective A:</b> Support and report periodically on the water side rebuilding project at Saquatucket Harbor.		MacAskill, TA, Harbor	7/25/2016			No Action Items or Deliverables Provided
16-038	<b>G3 Objective B:</b> Support and report on the land side design project		Harbor & Conservation	7/25/2016			No Action Items or Deliverables Provided
16-039	<b>G3 Objective C:</b> Investigate renovation project proposed for Lower County Road.		Hughes, TA, DPW, Highway & Engineering	7/25/2016			No Action Items or Deliverables Provided
16-040	<b>G3 Objective D:</b> Determine appropriate distribution of CVEC energy savings		MacAskill, TA, BoS	7/25/2016			
<b>Goal 4: Natural Resources - Continue to implement the Comprehensive Wastewater Management Plan</b>							
<b>Objective A: Wastewater planning and implementation</b>							
16-041	G4-A(1) Attempt to finalize IMA negotiations with Chatham BOS		Hughes, LaMantia, TA	7/25/2016		Staff has completed in responsibilities.	
16-042	G4-A(2) Convene preliminary discussions with Dennis & Yarmouth		Hughes, LaMantia, TA	7/25/2016		Status Complete	Initial Meeting held, discussions continuing
16-043	G4-A(3) Document results of Muddy Creek projects & support Cold Brook mitigation planning & implementation		Hughes, LaMantia, TA	7/25/2016			
16-044	G4-A(4) Continue ongoing pollution mitigation efforts & implementation of new technologies.		Hughes, LaMantia, TA	7/25/2016			
<b>Objective B: Wastewater Education and Outreach</b>							
16-045	G4-B(1) Using available information develop guidelines for environmentally-appropriate fertilization of lawns & gardens		BoS, TA, WIC, IT, Nat'l Resources, Health/Conservation	7/25/2016			
16-046	G4-B(2) Plan & implement wastewater education program for residents & nonresidents to explain the need for the project, the process & next activities planned		BoS, TA, WIC, IT, Nat'l Resources, CDM Smith	7/25/2016		On-Going	
<b>Goal 5: Planning and Economic Development - Actively participate in development of housing, business, transportation and historic and cultural enhancements. Establish working relationships with officials of nearby towns, Barnstable County, State and Federal agencies, as appropriate.</b>							
<b>Objective A: Investigate improved utilization, sale or lease of several properties in Town.</b>							
16-047	G5-A(1) Develop plans on how to use, sell or lease the Albro House, Bank Street Fire Station, Old Recreation Building, West Harwich Schoolhouse & Harwich Middle School.		TA	7/25/2016		On-going	
16-048	G5-A(2) Support community involvement, State compliance, planning, & public information activities in the Rt. 28 reconstruction project from Herring River to the Dennis line		TA	7/25/2016		On-going	
16-049	G5-A(3) Support community involvement in the HECH/Chase House historic preservation & Chapter 40B development at 93 & 97 Rt. 28		TA	7/25/2016		On-going	

HARWICH BOS/TA ACTION ITEMS REPORT 1/19/17 New Updates highlighted in YELLOW

Item Number	Action Item	Criticality ( 1, 2 or 3 )	Lead Responsibility	Date Assigned	Due Date	Status	Comments
<b>Objective B: Create and maintain a strong business and job growth environment</b>							
16-050	G5-B(1) Explore creation of an economic development committee		Brown, MacAskill, BoS	7/25/2016			
16-051	G5-B(2) Create & maintain positive Town & business relationships		Brown, MacAskill, BoS	7/25/2016			TA meets monthly with Chamber Director.
16-052	G5-B(3) Assist Town departments & Town sanctioned groups with grants & pursue funding opportunities in support of town priorities & policy goals		Brown, MacAskill, BoS	7/25/2016			
16-053	G5-B(4) Develop educational program agreements with MRSD & CCTech whereby special projects can be conducted coincident with major capital projects in Town		Brown, MacAskill, BoS	7/25/2016			
16-054	G5-B(5) Investigate novel ideas to promote Harwich & attract tourists, such as painting/decorating fire hydrants		Brown, MacAskill, BoS, TA, Chamber	7/25/2016			
16-055	G5-B(6) Explore affordable & senior housing options where the Town may retain the property		Brown, MacAskill, BoS	7/25/2016			
16-056	G5-B(6)(a) Memorandum #1: TA shall outline a plan to identify proven & novel approaches to develop Affordable housing in Harwich.		Brown, MacAskill, BoS	7/25/2016			
<b>Goal 6: Quality of Life and Public Safety - Develop and support programs that improve quality of life for Harwich residents and visitors. (Public Safety Departments have the primary responsibility for progress and accomplishments. TA has coordination, support and reporting responsibility)</b>							
<b>Objective A: Provide high quality, cost-effective public safety services to residents and visitors.</b>							
16-057	G6-A(1) Assess public safety signage throughout the Town for adequacy & consistency		Kavanagh, TA, Highway	7/25/2016			
16-058	G6-A(2) Investigate options, including increased police surveillance, low cost, automatic speed detection systems, raised crosswalks or speed bumps to lower vehicle speed on town streets.		Kavanagh, TA, Highway, CCC	7/25/2016			
16-059	G6-A(2)(a) Memorandum #1: Define near-term options that could be implemented in 30 days or less		Kavanagh, TA, Highway, CCC	7/25/2016			
16-060	G6-A(2)(b) Memorandum #2: Identify steps & resources needed to develop a comprehensive safety improvement plan for Harwich		Kavenagh, TA	7/25/2016			
<b>Objective B: Support the Fire Station #2 Renovation Project.</b>							
16-061	G6-B(1) Apply Town resources (Planning, Engineering, etc.) to support conduct & documentation of needs assessment, preliminary design & alternatives development, cost estimation & preparation of periodic presentations & open meetings & final recommendations to the Selectmen & Town voters		Brown, TA, Station 2 Comm.	7/25/2016		Status Complete: Station 2 Committee made presentation to BoS on 1/17/17.	



HARWICH BOS/TA ACTION ITEMS REPORT 1/19/17 New Updates highlighted in YELLOW

Item Number	Action Item	Criticality ( 1, 2 or 3 )	Lead Responsibility	Date Assigned	Due Date	Status	Comments
16-062	<i>G6-B(1)(a) Station Needs Assessment - provide operational requirements that drive the need and design of enhancements and expansions</i>		Brown, TA, Station 2 Comm.	7/25/2016		Status Complete: Station 2 Committee made presentation to BoS on 1/17/17.	
16-063	<i>G6-B(1)(b) Alternatives analysis and preliminary design</i>		Brown, TA, Station 2 Comm.	7/25/2016			
16-064	<i>G6-B(1)(c) Cost Estimates</i>		Brown, TA, Station 2 Comm.	7/25/2016			
16-065	<i>G6-B(1)(d) Final Recommendations</i>		Brown, TA, Station 2 Comm.	7/25/2016			

HARWICH BOS/TA ACTION ITEMS REPORT 1/19/17 New Updates highlighted in YELLOW

Item Number	<i>Action Item</i>	Criticality ( 1, 2 or 3 )	Lead Responsibility	Date Assigned	Due Date	Status	Comments

**Town of Harwich**

**Protecting our  
Water Resources**

*Wastewater Education Handbook*

February 2017



Herring River  
at Route 28

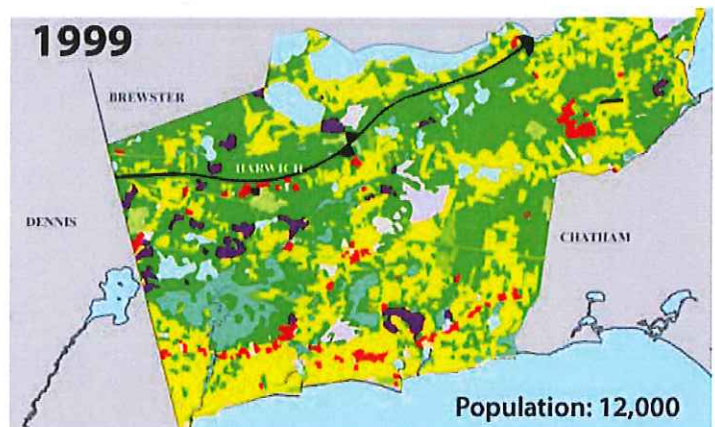
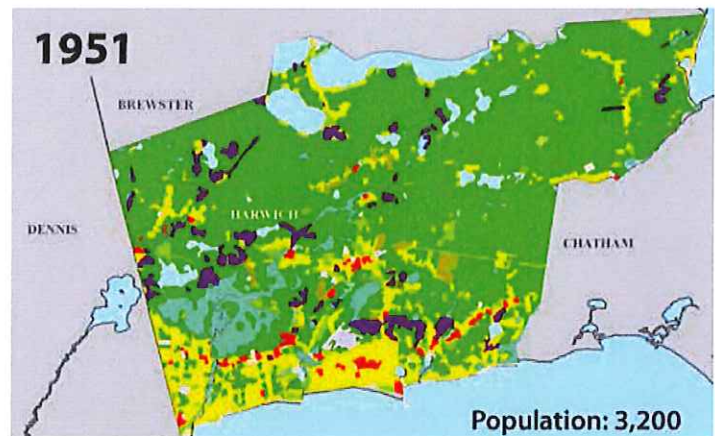


## Introduction

# The Town of Harwich has undergone significant growth over the past 50 plus years.

Our population has increased over 400 percent since 1951. That growth has resulted in various water quality issues that now must be addressed. Historically, Harwich has dealt with wastewater by installing Title 5 septic systems on each individual property. These systems were designed to remove solids and pathogens and do a very good job at it. However, they do very little to reduce nutrients in the liquid waste. The nitrogen level in the liquid waste which infiltrates into the ground and eventually flows through our watersheds and into the saltwater estuaries is over fertilizing these water bodies resulting in negative impacts. In addition, phosphorus in the liquid waste, if not absorbed in the surrounding soils, can cause water quality issues in our freshwater ponds and streams.

In the past few years, the negative impact of excess nitrogen has become the driving force for Cape Cod towns to begin implementing wastewater programs. Harwich has developed a town-wide comprehensive plan to address the wastewater management needs to protect our drinking water sources and restore our freshwater ponds and saltwater estuaries. Protection and restoration of these valuable water resources is extremely important to maintain the quality of life and economic vitality of the Town. Since 2007, these efforts have been coordinated predominantly by the Wastewater Implementation Committee (WIC) and the Board of Selectmen (BOS). The Wastewater Implementation Committee, consulting with CDM Smith, has spent approximately \$1.2 million to sample and summarize our water resources and has recommended a program to address Harwich's wastewater issues with phased implementation



over the next 40 years. Our Comprehensive Wastewater Management Plan (CWMP) calls for a conventional wastewater collection and treatment system connecting approximately 50% of the properties (5,000 lots) in Harwich. The total Capital Cost is estimated to be between \$180M and \$230M, spread over the 40 year implementation period..

In 2013, the Massachusetts Department of Environmental Protection (MassDEP) designated the Cape Cod Commission

(CCC) to prepare an update to the 1978 Water Quality Management Plan (WQMP) for Cape Cod to address the degradation of Cape Cod's water resources from excessive nutrients, with a primary focus on nitrogen. The Massachusetts Water Pollution Abatement Trust committed to the CCC \$3.35 million to fund an update to the 1978 plan in accordance with Section 208 of the Federal Clean Water Act, referred to as the 208 Plan. This Plan is a resource to the Cape's communities to better understand how to manage the Total Maximum Daily Load (TMDL) thresholds established by the Massachusetts Estuary Project (MEP) reports. The TMDL is the amount of nutrients that can enter a body of water and still maintain a healthy environment in a specific pond or estuary (<http://bit.ly/MEPTMDLs>).

The Harwich CWMP received regulatory approval from The Commonwealth of Massachusetts Environmental Policy Act (MEPA) Office and the CCC on May 13, 2016 and Aug, 18, 2016 respectively, and is in full compliance with the 208 Plan. The wastewater management program put forth in the CWMP is a guide for the Town to follow based on current conditions and regulations. Should the Town desire to make changes to the program in the future, based on water quality monitoring feedback, changing community interests, growth or other pertinent factors, it may do so by revising the CWMP using the appropriate regulatory review procedures.

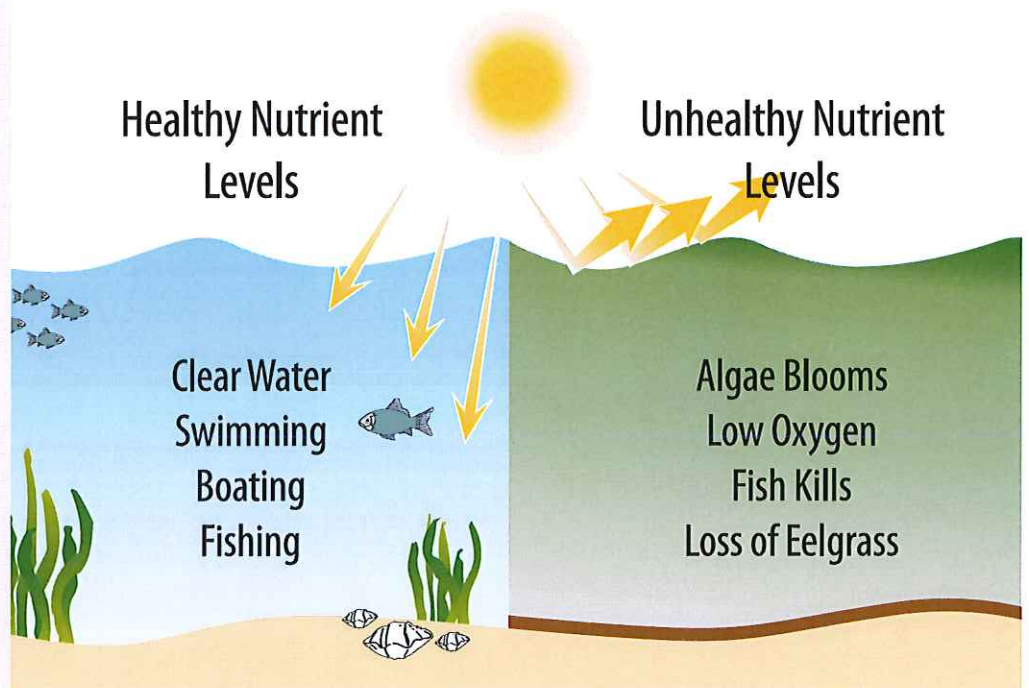
The approved CWMP is available on the Town website at: <http://bit.ly/HarwichCWMP>



**Beaches, rivers and harbors are severely impacted by nitrogen pollution.**

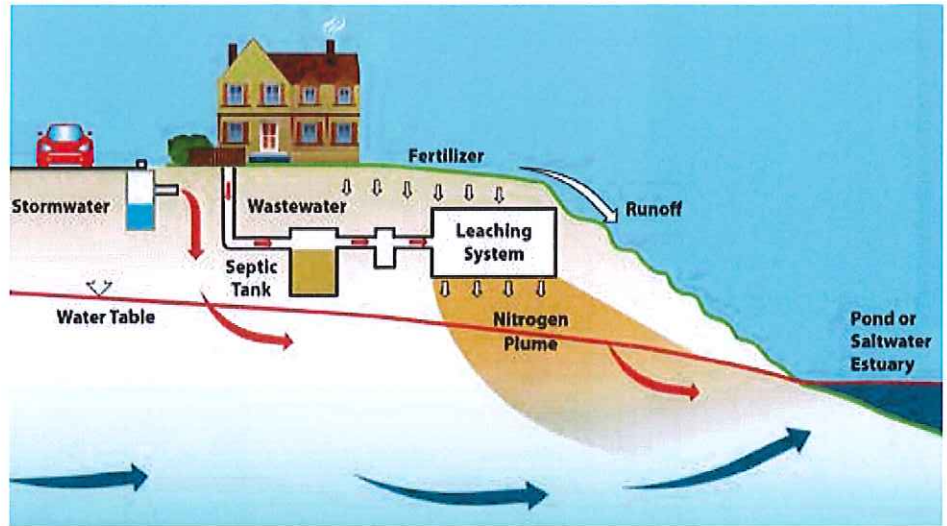
Too much nitrogen from septic systems allows algae to flourish.

The algae clouds the water and blocks sunlight, causing aquatic grasses and other plant life to die. As the algae uses all available nutrients and dies, decomposing algae (and dead grasses) depletes dissolved oxygen in the water which results in further loss of fish and bay organisms and an unhealthy environment.



# Key Factors

Most homes in Harwich rely on traditional Title 5 on-site septic systems for wastewater management. Title 5 septic systems are not effective at reducing the level of nitrogen in the wastewater. The liquid or effluent exiting the septic system leaching field contains high concentrations of nitrogen. This liquid eventually flows in the groundwater to our estuaries and results in over-fertilized / unhealthy conditions. It doesn't matter whether a home is located next to the estuary or two miles inland since the groundwater collects and conveys the nitrogen to the watershed outlet or in this case the saltwater estuary/harbor.



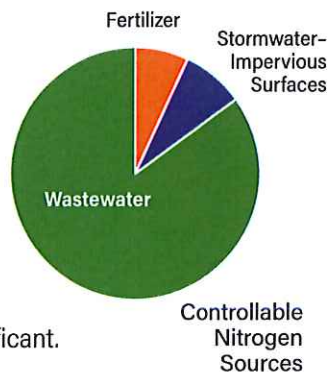
**Nutrient Sources and Wastewater Flow to Receiving Waters**

Since 2002, the MEP has developed and published a series of reports that assess the nature and extent of nutrient influence within saltwater estuaries and embayments. Reports are available at: [www.oceanscience.net/estuaries](http://www.oceanscience.net/estuaries)

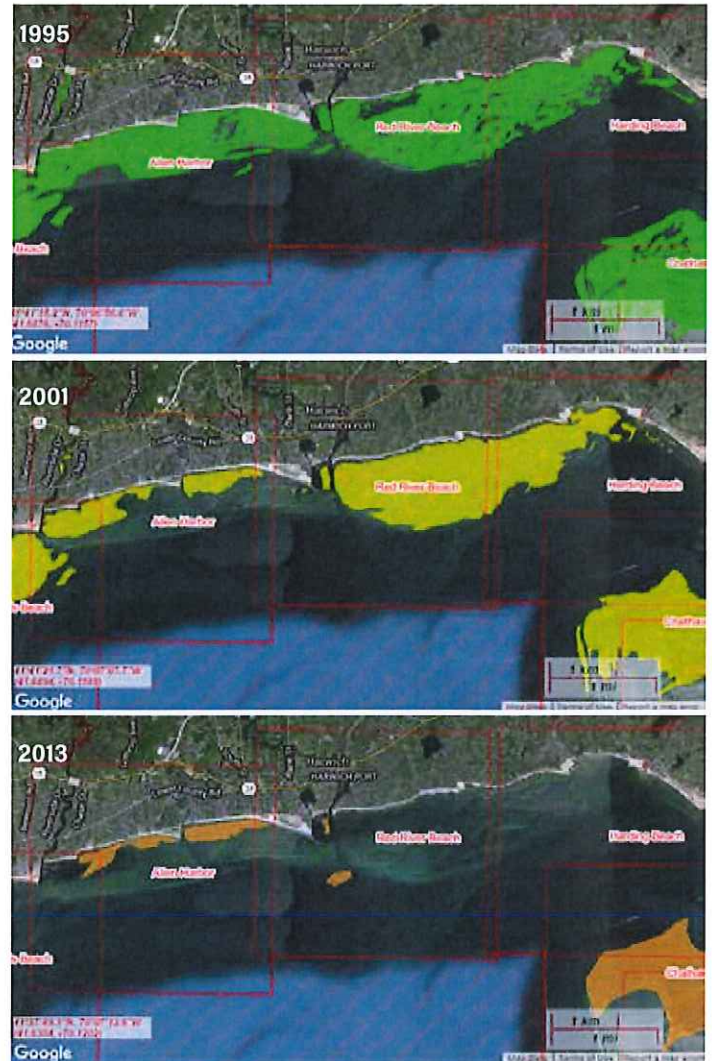
The Town of Harwich has 5 watersheds that terminate in estuaries which require nitrogen (N) reduction to maintain or restore acceptable water quality. These levels of remediation have been determined through an extensive and longterm water sampling program and computer water quality modeling of the watersheds. These results are documented in the MEP reports.

- **Allen Harbor** - 78% Reduction in Septic Nitrogen
- **Wychmere Harbor** - 100% Reduction in Septic Nitrogen
- **Saquatucket Harbor** - 58% Reduction in Septic Nitrogen
- **Pleasant Bay** - 65% Reduction in Septic Nitrogen
- **Herring River** - 58% Reduction in Septic Nitrogen

Approximately 85 percent of the controllable nitrogen in a given watershed comes from septic systems. Stormwater run-off and fertilizer account for about 7 to 8 percent each of the remaining sources. Thus, the focus is on removing nitrogen from septic systems, since the required reduction levels are so significant.



An indicator of a healthy saltwater environment is whether Eel Grass exists in those waters. It is similar to the "canary in the mine" concept. As shown on the DEP Eel Grass Mapping photos, Harwich has lost several acres of Eel Grass near its estuary outlets indicating that degraded water quality exists.



**MassDEP Eel Grass Mapping (from top, 1995, 2001 and 2013).**

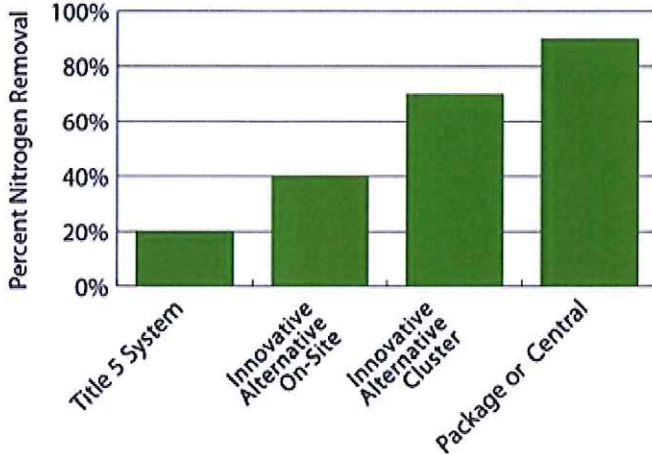
The Town evaluated several options presented in the 208 plan in order to meet the necessary nitrogen removal requirements. However, either insufficient treatment levels as shown in the Effectiveness of Wastewater Treatment Systems figure or cost analyses as documented in the CWMP resulted in a core recommendation plan that utilizes sewer collection systems flowing to centralized treatment facilities.

## Drinking Water

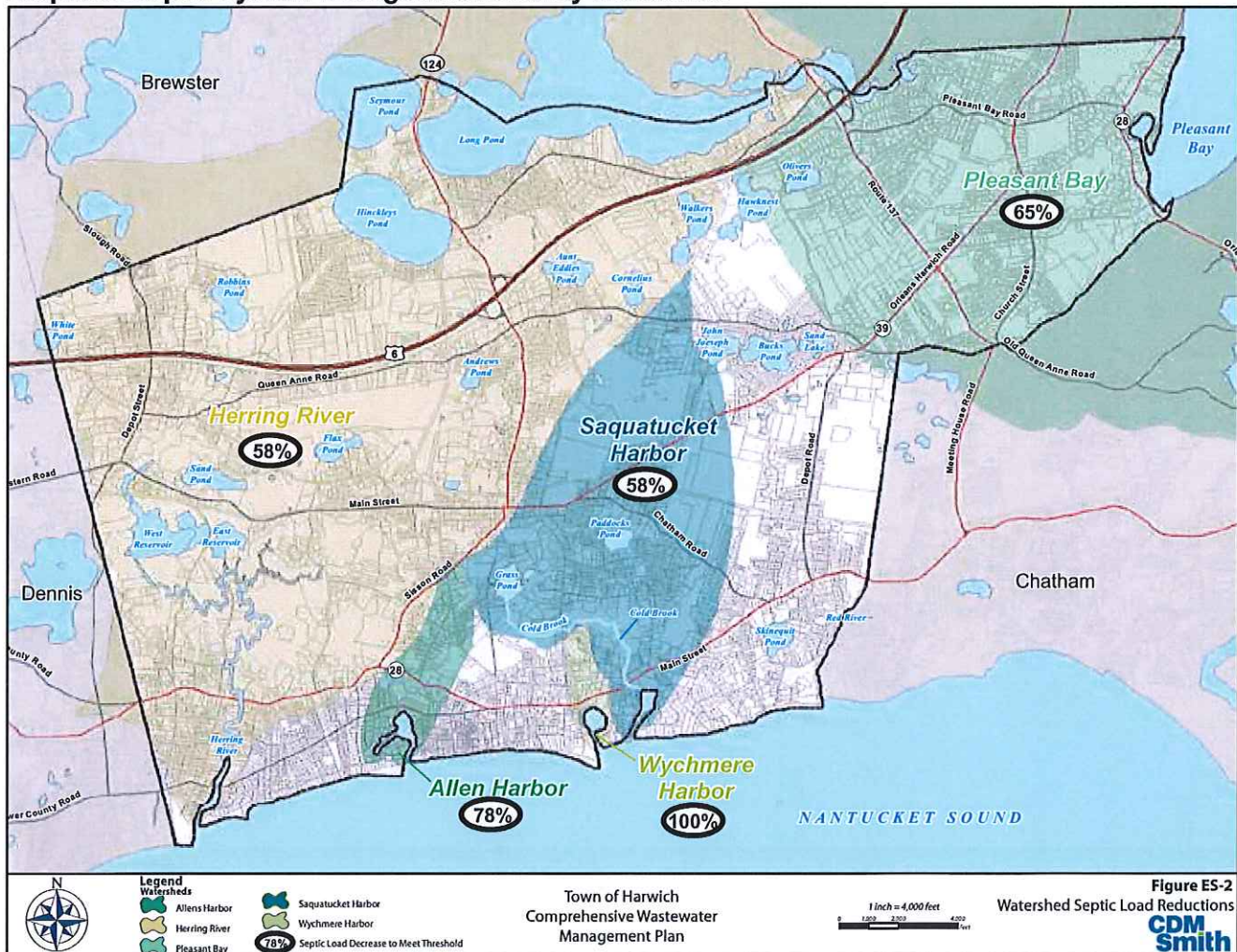
Municipal drinking water supply is generally available throughout the Town using water from 14 gravel-packed groundwater supply wells. These wellfields draw water from the Monomoy Lens Aquifer. All of Harwich's residents and businesses are reliant on the groundwater supply for drinking water, whether through public or private sources of the supply.

While the locations of public water supply wells in Harwich do not drive a specific need for sewerage in any particular area of the Town, a few wells in the Pleasant Bay Watershed have shown nitrogen levels above background concentrations as a result of development in the area. Therefore, a reduction in on-site septic system inputs into the groundwater, especially in well zones of contribution, will result in a beneficial reduction in potential contaminants to the aquifer. These include nutrients like nitrogen and phosphorus, bacterial and viral constituents and potential contaminants of emerging concern (CECs).

**Effectiveness of Wastewater Treatment Systems**



**Required Septic System Nitrogen Removal by Watershed**



**Figure ES-2**  
Watershed Septic Load Reductions  
CDM Smith

## Freshwater Ponds

In freshwater ponds, the overabundance of phosphorus (P) is the main concern. Phosphorus is typically a nutrient in limited supply. Therefore an increase in phosphorus waste can result in significant plant and algae growth which can cause a shift in the health status of a pond from healthy to fairly healthy, to degraded.



Long Pond clear, algae bloom in Hinckleys Pond, June, 2009.

Four ponds in Harwich which were identified as degraded, or at risk of moving toward degraded, are the primary potential cause for concern: Hinckleys, Seymour, Buck, John Joseph.

In 2008 the towns of Brewster and Harwich jointly implemented a successful alum treatment program to restore and improve water quality in Long Pond. That same treatment is recommended for Hinckleys Pond in the near-term plan.



Before (top) and After (bottom) Muddy Creek Inlet Widening.

## Natural Nitrogen Attenuation

Natural attenuation occurs to some degree in the watersheds. However this has been accounted for in the results of the MEP nitrogen models and therefore further work is required to meet the TMDLs. A cooperative endeavor between Harwich and Chatham to widen the Muddy Creek inlet and increase flushing to improve the estuary habitat and decrease nitrogen levels was completed and opened for traffic in May 2016. This project results in an offset for Harwich of not having to sewer approximately 230 homes. The total project cost was approximately \$6.3 million with the state of Massachusetts contributing \$4.6 million and the Towns of Harwich and Chatham equally sharing the remaining balance.

The Town in FY15 and FY16 funded a study entitled "Bank Street Bogs at Cold Brook – Evaluation of Natural Nitrogen Attenuation/ Baseline Assessment" dated September, 2016. (<http://bit.ly/BankStBogs>) This study collected additional field data on groundwater flow and nitrogen concentrations and several other parameters over a one year period to help supplement information gathered during the earlier MEP report. This site is owned by the Harwich Conservation Trust (HCT) and they are developing plans for the area to restore it back to natural conditions. The results of the study indicate that there are some natural nitrogen attenuation options available that would increase the nitrogen removal and help offset the need to sewer approximately 240 homes



Nitrogen Reduction by Natural Attenuation in Cold Brook at Bank Street bogs – Existing conditions.

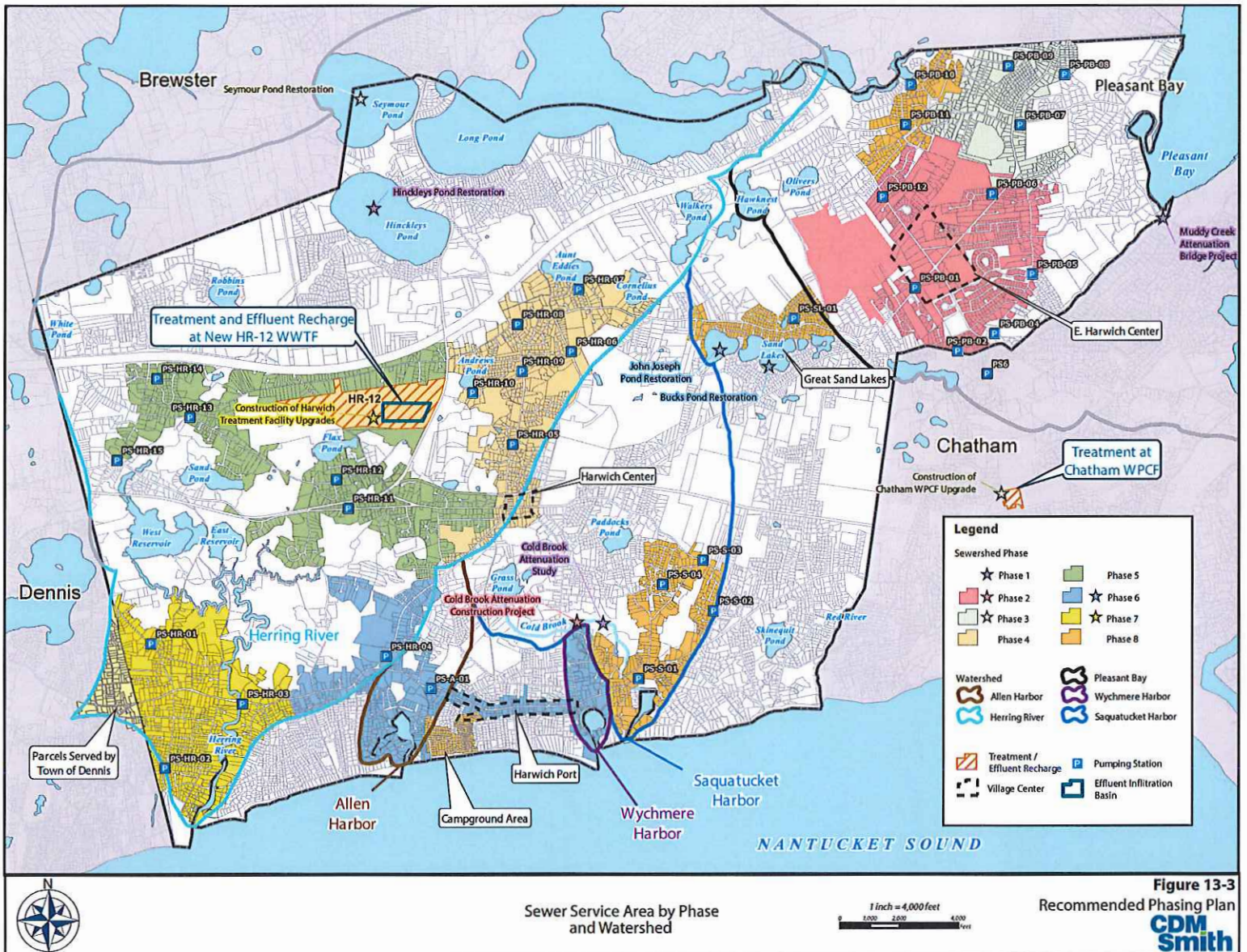


in the Saquatucket Harbor Watershed. These opportunities are being discussed with HCT representatives to develop the best approach which meets the goals of both the Town and the HCT.

## Wastewater Implementation Strategy

Since everyone in the Town of Harwich contributes to the nitrogen problem, we all need to contribute to the solution. It is anticipated that real estate taxes will be the source of funding for the design and construction of the system and user fees will

eventually support the operation and maintenance costs. Our wastewater consulting firm, CDM Smith, was hired by the Town of Harwich to help with the development of the program to address these issues. The CWMP is proposed to be implemented in 8 phases over 40 years. Many variables will change over this timeframe. This program is very similar to our municipal water system which was built over 40 years and is valued at approximately \$225 Million.



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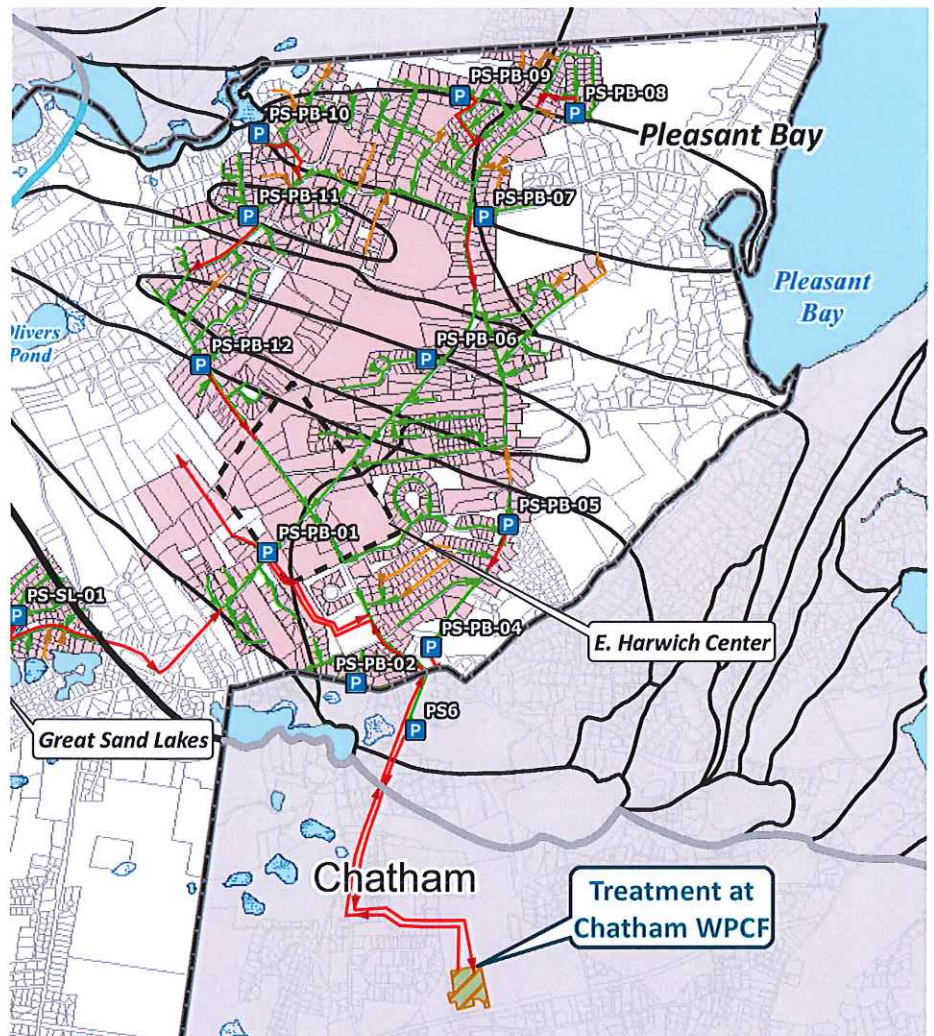
# CWMP Overview

The recommended plan includes the use of two treatment facilities: one located at the Harwich public works facility near the landfill site, and the other one being the existing Chatham Water Pollution Control Facility (WPCF) which has excess capacity.

The initial focus of the Harwich CWMP seeks to solve the nitrogen loading in the Pleasant Bay (PB) Watershed. Harwich is one of the four towns that contributes nitrogen to the Pleasant Bay Watershed. In lieu of Harwich building a wastewater treatment facility in East Harwich, we are negotiating with Chatham to purchase up to 300,000 gals/day of wastewater capacity in order to send collected wastewater from the PB watershed to Chatham for treatment. The Chatham facility has a design capacity to handle an annual average daily flow of 1.3 mgd (million/gals/day). To accomplish this, an Inter-Municipal Agreement (IMA) needs to be executed between the two Towns which includes capital costs and operation and maintenance (O&M) costs associated with the Harwich wastewater flow from the sewerred areas of PB pumped to the Chatham Treatment Facility. This flow is projected to be sufficient to restore the water quality in PB and meet Harwich's share of the TMDL. It will also help protect Harwich drinking water wells in the area and allow for desired economic growth. If we are able to use the Chatham facility, our short term efforts will focus on the wastewater collection system and associated interconnection to the Chatham facility. This will extend the time at which Harwich needs to construct its own treatment facility by approximately 10 years. Current plans identify 2021 as the initiation of wastewater flow from Harwich to Chatham.



Chatham Wastewater Treatment Plant (1.3 million gallon per day average flow capacity with open infiltration recharge basins)

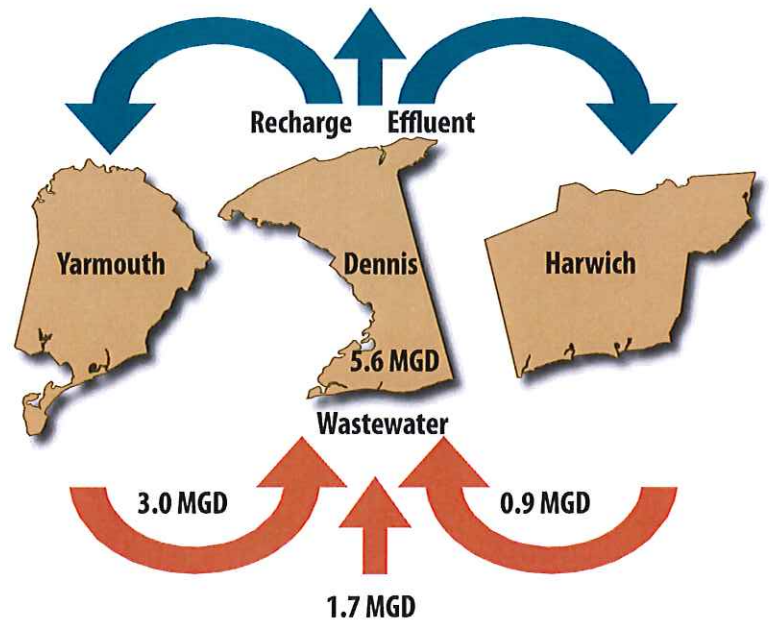


Sewer Collection System Concept for the Pleasant Bay Watershed

## Regional Opportunities

Harwich is also participating in discussions with the Towns of Dennis and Yarmouth to consider the potential of a single wastewater treatment facility to be located in Dennis. This would eliminate the need for a treatment facility to be constructed at the existing Harwich public works facility site near the landfill. These discussions are ongoing, and Harwich has several years before it would need to decide whether to construct its' own facility or join in the regional solution.

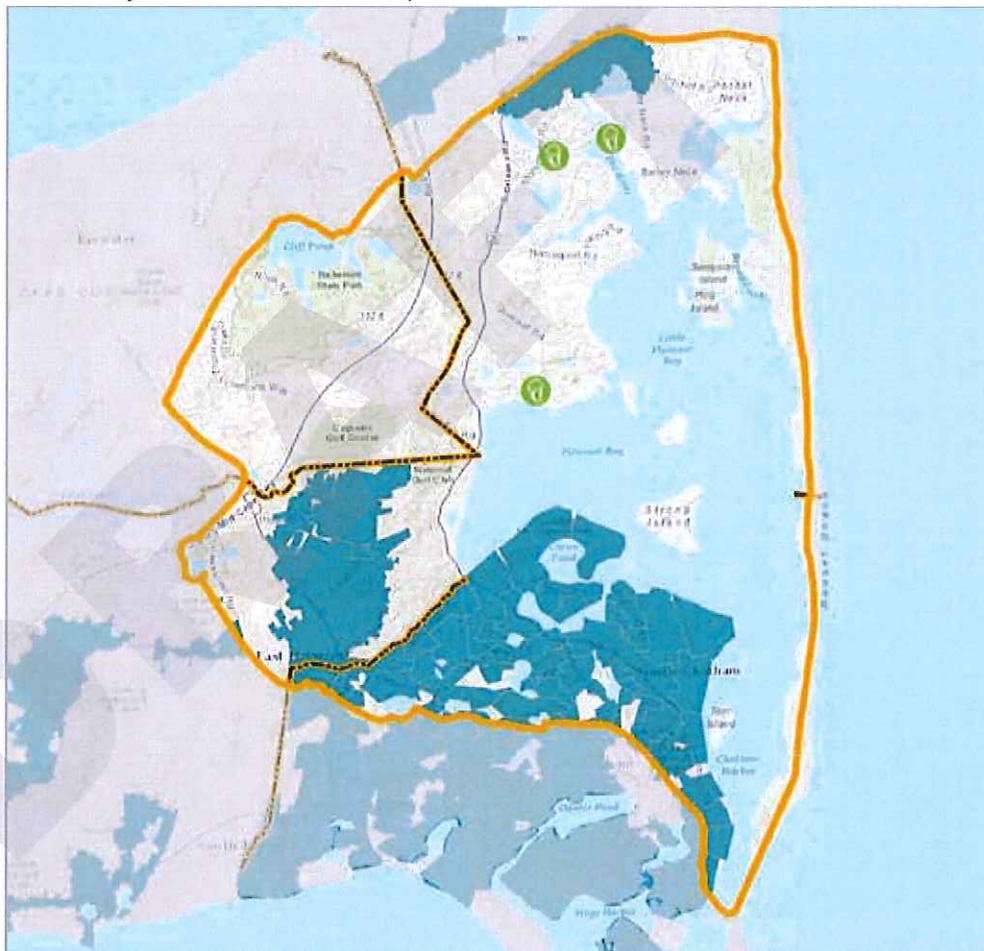
## Community Partnership – Dennis, Harwich, and Yarmouth



MGD – million gallons per day

## Chatham, Harwich, Orleans and Brewster Proposed Restoration Program

### Pleasant Bay Watershed Scenario Map



### Legend

Aquaculture

Embayment Watersheds

Proposed Sewer Shed

Source: Cape Cod Commission

## GLOSSARY

CCC-Cape Cod Commission

CWMP-Comprehensive Wastewater Management Plan

Embayment-a recess in a coast line or an indentation off of a shore line that forms a bay

IMA-Inter-municipal Agreement

MassDEP – Massachusetts DEP (Department of Environmental Protection)

MEP-Massachusetts Estuaries Project

Natural Attenuation-The process by which the concentration of nitrogen in a water body or groundwater is reduced by conversion to nitrogen gas, sediment absorption, and other biological processes when nitrogen-inundated water passes through natural systems such as streams, rivers and ponds

TMDL-Total Maximum Daily Load for estuaries

UMASS – University of Mass/Dartmouth SMAST (School of Marine Science and Technology)

Watershed-an area or ridge of land that separates waters flowing to different rivers, basins or seas

WIC-Wastewater Implementation Committee

## Financial Impacts

The 40-year Plan will be constructed in phases with each phase between \$1.0 to \$47.2 million. This results in a total cost of \$230 million over 40 years. However, the CWMP is a living document and the Town will continue to pursue means to lower that overall cost.

The near-term plan calls for design and construction of the Pleasant Bay watershed sewer collection system such that initial flow to the Chatham facility will start in 2021. Since near term needs are capital only, property taxes will be used to service the debt. Once customers are connected and utilizing the system, they will be charged for a portion of the system operation and maintenance costs.

## Typical Cost to Homeowner

The average tax increase for a resident in a \$350,000 assessed value home to fund the Phase 2 amount is about \$150 annually assuming all construction costs are recovered via general property tax. The average annual tax increase for the whole 40-year wastewater program is about \$400. Those connected to a sewer would also pay a portion of the operation and maintenance costs and the initial hook-up cost to connect their home to the pipe in the street. It is assumed that the Town would utilize the State Revolving Fund (SRF) loan program at 0 to 2 percent interest over a 30 year bond to fund this program.

You can also go to the Town website at <http://bit.ly/HarwichWWCalc> to calculate your specific tax increase.

Capital Outlay Committee Requirements for CWMP (updated 2017)		
<b>2013 Funding (completed): Phase 1</b>		<b>Total = \$1,000,000</b>
✓	n/a	For Recharge Facility Land Purchase
✓	\$100,000	For Cold Brook Attenuation Study
✓	\$6,300,000	For Muddy Creek Attenuation Bridge Project (after \$4.6 million grant and Chatham share of cost, Harwich paid \$900,000)
<b>2017 Funding (pending): Phase 2</b>		<b>Total = \$34,165,000</b>
1	\$6,765,000	Capacity Purchase at Chatham WPCF
2	\$2,400,000	Tie-in Costs to Pipes and Pump Station
3	\$150,000	CWMP Implementation Services
4	\$22,300,000	Design and Construction of Pleasant Bay (PB) Collection System: South (600 households)
5	\$2,000,000	Design and Construction Cold Brook
6	\$550,000	Restoration of Hinckleys Pond
<b>2021 Funding (projected): Phase 3</b>		<b>Total = \$12,900,000</b>
1	\$12,600,000	For Construction of Pleasant Bay Collection System: North (440 households)
2	\$300,000	For Seymour Pond Restoration
<b>2026 Funding (projected): Phase 4A</b>		<b>Total = \$34,400,000</b>
1	\$34,400,000	For Design and Construction of Harwich Treatment Facility HR-12
<b>2029 Funding (projected): Phase 4B</b>		<b>Total = \$22,300,000</b>
1	\$22,300,000	Design and Construction of Herring River Collection System: Northeast (700 households)
<b>2033 Funding (projected): Phase 5</b>		<b>Total = \$23,200,000</b>
1	\$23,200,000	For Design and Construction of Herring River Collection System: Northwest (730 households)
<b>2038 Funding (projected): Phase 6</b>		<b>Total = \$21,200,000</b>
1	\$20,700,000	For Design and Construction of AWS and Herring River (SE) Collection Systems (640 households)
2	\$250,000	For Bucks Pond Restoration
3	\$250,000	For John Joseph Pond Restoration
<b>2043 Funding (projected): Phase 7</b>		<b>Total = \$47,200,000</b>
1	\$26,500,000	For Design of Harwich WWTF Upgrade and Design and Construction of Herring River Collection System: Southwest (760 households)
2	\$20,700,000	For Construction of Harwich Treatment Facility Upgrade
<b>2048 Funding (projected): Phase 8</b>		<b>Total = \$33,900,000</b>
1	\$33,900,000	For Design and Construction of Campground Area, GSL and Final PB Area to Meet TMDL (1076 households)
<b>Total Funding (projected): Phases 1-8</b>		<b>Total= \$230,000,000 (Rounded)</b>

# Harwich Comprehensive Wastewater Management Plan

## Frequently Asked Questions - Update January 26, 2017

The Town of Harwich (the Town) has developed a town-wide Comprehensive Wastewater Management Plan (CWMP) to address long-term wastewater needs and restore and maintain the quality of all of the town's water resources. The CWMP will provide the flexibility to create a lasting solution by addressing the existing sources of pollution within a given watershed as well as potential sources of pollution posed by changing development patterns. The CWMP seeks to balance water quality needs with the ability to finance necessary improvements. Priorities will be set and an implementation schedule established to maximize the effect of any public improvements within a watershed and between watersheds. The State and County approved CWMP is currently available and posted on the Town's website.

### **Q1. What is the purpose of this project?**

A1. The CWMP is an integral part of the planning process to address Harwich's long-term wastewater and water resource needs over the next 40 years. These critical needs include:

- Addressing existing nitrogen issues that are degrading the water quality of the saltwater harbors and estuaries along the Harwich shore;
- Maintaining the excellent drinking water quality in the Town's 14 municipal groundwater supply wells;
- Preserving and restoring the valuable fresh water pond resources in town;
- Providing future utilities for Harwich to implement smart growth via its Village Centers Initiatives;
- Meeting state Total Maximum Daily Load (TMDL) requirements for impaired watersheds.

### **Q2. Who is involved in this Project?**

A2. Several groups are involved at both the local and the state level. Locally, the Wastewater Implementation Committee (WIC), the Board of Selectmen (BOS), Town Administrator's office, several town staff, consultants and many other stakeholders. At the state level the Massachusetts Department of Environmental Protection (MassDEP) is overseeing the Massachusetts Estuaries Project (MEP), which was prepared by the School for Marine Science and Technology (SMASST), the Cape Cod Commission (CCC), the United States Geological Survey (USGS), and several other advisory or peer review groups. The WIC is the lead advisory group for the Town, and it contracted with engineering consultant CDM Smith for technical guidance during this process. Coordination among all the groups was crucial to developing an implementable program that meets Harwich's needs now and into the future. The WIC has been working on this project since 2007.

### **Q3. What is the MEP?**

A3. The MEP is a tool to quantify and evaluate nitrogen entering the embayment from the associated watershed and develop nitrogen thresholds for each embayment that will restore or maintain healthy water quality. Ultimately, the MEP is utilized to develop an acceptable Total Maximum Daily Load (TMDL) for nitrogen that can enter each of the embayments. Under the Federal Clean Water Act, the EPA and MassDEP have the authority to require communities contributing nitrogen to the particular embayment to meet the TMDL.

### **Q4. Why is nitrogen an issue?**

A4. Nitrogen deposited in an estuary or embayment acts as a fertilizer and stimulates the over production of algae in the salt water. The algae can become so dense that desirable eel grass beds, shellfish resources, and overall water quality (as well as boating, swimming and overall aesthetics) are negatively affected. Also, reduced light penetration affects healthy plant growth, and decaying plants and algae settle to the bottom, using up oxygen in the water, often resulting in fish kills and odors. If nitrogen is allowed to continue to flow to the embayments at excessive levels, the embayments will become severely degraded.

A standard Title 5 septic system is designed to remove solids and pathogens and only removes about 10 to 20 percent of the nitrogen entering it while more sophisticated on-site nutrient removal systems can remove up to about 50 percent nitrogen. Studies on the Cape have shown that nitrogen entering the embayments from septic systems account for 75 to 85 percent of the controllable source while fertilizers and stormwater run-off each account for about 7 to 8 percent.

### **Q5. Will this plan result in sewers for the entire Town of Harwich?**

A5. No. Based on the MEP report results sewers are recommended as part of the

overall strategy to address nitrogen impacts to our estuaries. Approximately 50 percent of the Town will be sewerred. The areas selected were determined to be the most cost effective way of nitrogen removal.

### **Q6. We pump our home septic system as required and never have problems. Why can't we just leave things as they are? Aren't our beaches and harbors pretty good as is?**

A6. Pumping a septic system removes the solids and should be done approximately every 3 years to keep it in good working order. However the nitrogen is mainly contained in the liquid that leaves the system daily and exists in groundwater ultimately surfacing in our estuaries and harbors which continue to show signs of degradation.

### **Q7. Why does Harwich have to do this?**

A7. The Town is moving forward now with the CWMP so it can implement the plan on its own timeline rather than on a MassDEP mandated schedule. The abutting towns of Chatham, Orleans, Brewster and Dennis are all in various stages of completing CWMPs and implementing them to address the nitrogen issues in their communities. All the other Cape Cod communities are doing similar CWMPs. Some watersheds are shared by communities such as Pleasant Bay and will require a joint effort to meet the TMDL for that embayment.

### **Q8. We've heard solving our wastewater problem will cost tens of millions of dollars. Is that true? Who will pay for this? How will they pay?**

A8. The overall cost of the Harwich recommended wastewater program is estimated to be in the \$180 to \$230 Million range implemented over a 40 year period. The BOS has adopted a policy of using property taxes, and user fees to pay for the program. This overall program is very similar in cost and implementation timeframe to our current municipal water system which was also implemented over 40 years.

**Q9. If impacts are affecting estuaries, are our groundwater wells protected?**

A9. Fresh water bodies and groundwater supply wells are more resilient to nitrogen impacts than salt water estuaries. Salt water is much more sensitive to elevated nitrogen levels, since the recommended limits to the estuaries are less than 1.0 mg/L, and limits for drinking water are 10 mg/L. There is an order-of-magnitude higher sensitivity to estuary systems.

**Q10. What is the timeline of the Project?**

A10. Development of the CWMP began in earnest in August, 2007. Water quality sampling for the MEP began a few years before. The CWMP was approved in 2016 by state and county regulators. The plan includes eight phases over 40 years. The Town has already implemented components of Phase 1 (Muddy Creek inlet widening, etc.) and is seeking funding for Phase 2 at Spring 2017 Town meeting.

**Q11. As a Harwich property owner, will my property values be decreased?**

A11. Projects in other communities have demonstrated that sewers and/or enhanced wastewater management actually may increase property values. Improving wastewater management procedures will restore water quality in the embayments and protect the other water resources so that the tourist economy continues to flourish and the quality of life is maintained. All these factors combine to preserve property values. If nothing is done, property values will decrease.

**Q12. Isn't wastewater a single Cape-wide problem which requires a single Cape-wide solution?**

A12. Wastewater Management is an issue being addressed by every town on Cape Cod. The nitrogen in groundwater flows by watersheds, not town boundaries. Thus communities are evaluating regional solutions and the County is assisting in that process. Whether a local or regional solution, each town will want to implement an environmentally sound solution for the least cost. Harwich has been working with Chatham to implement the restoration of the Pleasant Bay Watershed and has initiated discussions with Dennis and Yarmouth for a regional treatment facility. It is conceivable that Harwich may export its wastewater to adjacent treatment facilities which means we would only need pipes, pumps and valves in Harwich

**Q13. As a Harwich resident, what can I do to reduce my nitrogen contribution?**

A13. While septic systems contribute 75

to 85 percent of the controllable nitrogen, residents can minimize the remaining contribution sources. Education on the use and types of fertilizers can help. Using slow release fertilizers and not applying commercial fertilizers before a rainstorm (where it can run-off) would help. Also, using alternative landscapes that do not require as much fertilizer would have a positive impact. Channeling run-off from paved surfaces or roofs onto grasses for nitrogen uptake will help compared with direct discharge into a surface water or coarse sand where it enters the groundwater table. The run-off from these areas or stormwater contains the nitrogen from atmospheric deposition. Although these actions alone will not meet the nitrogen removal recommended in the MEP reports for embayments in Harwich, they will potentially help reduce the amount of sewerage required.

**Q14. Can the wastewater just be piped out into the ocean like in Boston?**

A14. Recent changes to the Ocean Sanctuaries Act allow for greater flexibility in permitting open water discharges. The new standards, however, are still very stringent and require a thorough impact analysis prior to any approvals. Cost analyses have not proven them to be cost-effective.

**Q15. What are we doing to minimize the cost of this project?**

A15. Multiple cost recovery options are being evaluated now with the goal that no single group is significantly impacted. Several entities are also pursuing potential outside funding sources and Harwich will do everything it can to make sure it qualifies for those funding sources should they become available. This is in part also why a 40 year implementation timeframe has been recommended.

**Q16. Will wastewater treatment lead to explosive growth and development, including condominium developments, large apartment complexes, strip malls, and such. What will happen to the "villages" of Harwich?**

A16. The plan addresses existing needs and future desired needs. Future flows are based on what could be built based on existing zoning. Land use controls and zoning may be evaluated and revised accordingly if the Town decides to encourage smart growth in some village center or commercial areas.

**Q17. What will happen if the Town decides not to fund implementation of this wastewater program?**

A17 Harwich has five estuaries that have Total Maximum Daily Loads (TMDLs) established that must be met to restore their water quality. The Massachusetts Department of Environmental Protection (MassDEP) will require the municipality to implement a nitrogen removal system or each individual Title 5 septic system be upgraded to an expensive nitrogen removal system in order to meet the TMDL. This may be done under an Administrative Order which would disqualify Harwich from receiving zero percent interest State Revolving Fund loans. MassDEP could also mandate the creation of a Water Pollution Abatement District for the watershed which would be tasked with meeting the water quality requirements.

This could also leave the Town susceptible to third party lawsuits from groups like the Conservation Law Foundation requiring the Town to implement the recommended wastewater program under a more aggressive timeline than the currently approved 40-year plan.

Lastly, the value of every home in Harwich will start to decline as water quality continues to decline.

For additional information go to:

- <http://www.harwich-ma.gov>
- <http://bit.ly/HarwichCWMP>
- <http://bit.ly/HarwichWIC>

**Restore Harwich Water Quality for generations to come**



LEGAL NOTICE  
TOWN OF HARWICH  
REQUEST FOR INFORMATION  
USE OF WEST HARWICH SCHOOL BUILDING

The Town of Harwich (the "Town") is seeking responses from parties interested in using or relocating the Town-owned Old West Harwich School building, located at 5 Bell's Neck Road in West Harwich.

Responses should be marked "West Harwich School RFI" and are due at the Office of the Town Administrator, 732 Main Street, Harwich, MA 02645 NO LATER THAN 2:00 PM on Tuesday, March 7, 2017. Five copies are requested for those respondents who choose to submit hard copies. Responses also may be submitted electronically to [srobinson@town.harwich.ma.us](mailto:srobinson@town.harwich.ma.us).

Further details are available at the Office of the Town Administrator at the above address or by calling to request them at (508) 430-7513 Monday from 8:30 A.M. to 8:00P.M., Tuesday through Thursday from 8:30 A.M to 4:00 P.M. and Friday from 8:30 A.M. to 12:00 Noon. Questions regarding this project shall be submitted to Aly Sabatino, Town Planner, at (508) 430-7511.

Christopher Clark,  
Town Administrator

Central Register  
Date TBD after approval from the  
Board of Selectmen

Cape Cod Chronicle  
Date TBD after approval from the  
Board of Selectmen

**Request for Information**  
**USE OF WEST HARWICH SCHOOL BUILDING**



## **SECTION I INTRODUCTION**

The Town of Harwich (the "Town") is seeking responses from parties interested in using or relocating the Town-owned Old West Harwich School building, located at 5 Bell's Neck Road in West Harwich. Submissions shall be received no later than 2:00 p.m. on Tuesday March 7, 2017 at the Office of the Town Administrator, 732 Main Street, Harwich, Massachusetts 02645.

All potential submitters are encouraged to attend an on-site to inspect the premises on February XX, 2017 at 2:00 pm. Please contact Aly Sabatino, Town Planner, at (508) 430-7511, if you plan to attend

## **SECTION II BACKGROUND**

The Old West Harwich School was built in 1871. It is a two story building with one large room and office, and a men's and ladies' room on the first floor and one large room, and a kitchen on the second floor. The building has not been used for some time and the windows are boarded up. The Town is committed to maintaining the historic facade of this building by seeing that it is restored to the Secretary of the Interior's Standards, either at its present location or a new location.

## **SECTION III POTENTIAL USES**

If the building will not be dismantled and relocated, it is the intention of the Town to seek uses that will benefit the public and complement the surrounding West Harwich area. Potential uses identified to date are artistic, cultural or educational activities. Other uses also may be proposed provided the use(s) are consistent with the zoning district.

The Town's intention is to enter into a license agreement with a potential user similar to the Town's license agreement for the South Harwich Meeting House. A copy of that agreement is available upon request from Aly Sabatino, Town Planner.

## **SECTION IV BUILDING CONDITION**

A structural evaluation of the former West Harwich School was performed by Coastal Engineering Company in 2007. A copy of that evaluation is included in the appendices. A potential user of the building in its current location shall be responsible for restoring the historic character of the building along with any other necessary improvements. If the building is to be relocated, the purchaser of the building shall be responsible for restoring the historic character of the building.

## **SECTION V SITE REQUIREMENTS**

The Town's intention is to either entertain the relocation of the West Harwich School or entertain uses that will not expand the building beyond its existing footprint.

Use of the overall site shall include the following considerations:

- If the use is not a not-for-profit then the use shall be consistent with the zoning district.
- The submission must include sufficient parking spaces on the site to serve uses in the building and elsewhere on the property.
- Any exterior use of the property shall be secondary to use of the historic building and shall be compatible with neighboring properties.
- The site will require maintenance of an on-site septic system to serve all proposed uses on the property.
- The building and site must be compliant with the American with Disabilities Act (ADA) and local disability access laws.

Bennett Environmental Associates performed an environmental site assessment in 2010 of a possible groundwater contamination at this site migrating from a release that occurred at the Dennisport automatic coin laundry, located approximately 2,000 feet southwest of the site. The report is available from Aly Sabatino, Town Planner, upon request. An e-mail message from Massachusetts DEP regarding the current status of the site, is included in the appendices.

## **SECTION VI INFORMATION TO BE SUBMITTED**

The Town seeks the following information from interested parties. Your responses are for informational purposes only and will not result in any contractual obligation on your part. Please note that your response will become a public record.

1. Description of building relocation: Please describe in as much detail as practical how you propose to dismantle and relocate the building. Additionally, describe where the building will be relocated.
2. Description of use. Please describe in as much detail as practical how you propose to use the property. Describe what portions of the building and/or property you intend to use. If you propose more than one use, please describe each separate use.
3. Financial benefit/cost to the Town
  - a. Will you pay for the building and cover all costs associated with relocation?
  - b. Will you provide annual lease payments to the Town?
  - c. Will you pay for all operating costs associated with your use?
  - d. What type of Town services will your use require?

Please note – while final cost information is not required with this RFI, any estimates that you provide for sale of building, lease details, operating costs, and cost of Town services will assist the Town in deciding whether to support your proposed use.

4. Other benefits to the Town
  - a. Does your proposed use support goals of the Harwich Local Comprehensive Plan or other approved Town plans? Please specify.
  - b. What is the need in the community for your proposed use? Please specify.
5. Impact on the neighborhood
  - a. Will your proposed use complement the West Harwich area? Will it be incompatible in any way, and how will you mitigate any potential adverse impacts?

- b. What adverse impacts may be created for residents in the vicinity, and how will you mitigate such impacts? Please consider construction, type of use, traffic, noise, lighting, appearance, and any other relevant impacts.
6. Ability to perform
  - a. Please describe your experience with relocating buildings or in the alternative, the development and operation of your proposed use.
  - b. Please describe your financial capacity to dismantle and relocate the building or in the alternative, develop and operate the proposed use.

We welcome any additional suggestions or feedback you might have as we evaluate possible future uses.

## **SECTION VII SUBMISSION**

Responses should be marked "West Harwich School RFI" and are due at the Office of the Town Administrator, 732 Main Street, Harwich, MA 02645 NO LATER THAN 2:00 PM on Tuesday, March 7, 2017. Five copies are requested for those respondents who choose to submit hard copies. Responses also may be submitted electronically to [srobinson@town.harwich.ma.us](mailto:srobinson@town.harwich.ma.us).

## **APPENDICES**

1. Structural Evaluation, Former West Harwich School, prepared by Coastal Engineering Company, Inc., September 20, 2007
2. E-mail message from Jan Niemiec, Hydrogeologist, MassDEP

COASTAL ENGINEERING COMPANY, INC.  
260 Cranberry Highway (Rte. 6A), Orleans, MA 02653  
www.CoastalEngineeringCompany.com  
Orleans 508-255-6511  
Provincetown 508-487-9600  
Hyannis 508-778-9600 Fax 508.255-6700

September 20, 2007

Project No. C16896.00

Menders, Torrey & Spencer Inc.  
Attn: Brian Mulligan  
123 North Washington St.  
Boston, MA 02114

RE: Structural Evaluation  
Former West Harwich School, Harwich, MA

Dear Mr. Mulligan:

Pursuant to your request and subsequent authorization, personnel from our office conducted a field investigation of the referenced property on 5/25/07 and again on 6/07/07. The purpose of this investigation was to assess the general condition of the existing schoolhouse and determine the nature and condition of the first floor, second floor, roof, and foundation systems. The following report summarizes observations noted during our investigation and presents comments and recommendations for the proposed retrofit design foundation.

## LIMITS TO INVESTIGATION

Due to the restricted access of the crawl space beneath the first floor framing and to existing finishes on the second floor framing, it is impossible to assess all of the existing conditions pertaining to the integrity of the floor framing and supports. While every effort has been made to employ our knowledge of standard construction techniques and established engineering principles to determine member loads, stresses, etc., it is beyond the scope of this investigation to thoroughly assess every element of the existing floor framing. Our report and as-built framing plans are therefore limited to typical conditions found in the areas observed.

## OBSERVATIONS

### General

The project consists of a two and one-half story federal style building. The windows and doors in the building are boarded up and the building has been vacant for some time. The siding appeared to be vinyl with an asphalt shingle roof. Based on pictures from Coastal Engineering Company, Inc. previous report dated February 9, 2001 some siding work has been done on the west side of the building. There is a limited crawl space under the building and there is a walk-up attic. The building does not appear to have any additions; however, it is evident that the building has undergone some degree of renovations over time. For the purpose of this report, the south side of the building will refer to the side that faces Route 28.

## Foundation

It appears that the foundation of the schoolhouse has had foundation repairs done at the southeast corner. There are now CMU blocks where it appears brick masonry once existed. Also by this area, under the south stairs, a lower row of bricks appears to be missing. It is likely that animals use this area to gain access into the crawl space of the building. The northwest corner of the building has had similar foundation repairs to that found on the southeast corner of the building. At the southwest corner of the building, the foundation shows signs of minor cracking and separation. On the east side of the building there is a small access way to the crawl space below the first floor.

In the crawl space at the approximate center of the building there are 5 masonry piers running the long length of the building. The piers are of approximately 15"x11" in size with a beam supporting the first floor resting atop. The spacing of the piers varies with a maximum span of approximately 8 feet 6 inches. The piers appear to be in good condition with little deterioration of the bricks. The mortar shows more deterioration than the bricks do, but appear to have good adhesion to the bricks. Also located in the crawl space is a stub wall approximately 4 feet 4 inches from the north wall, and extends from the east side of the building to approximately 18 feet out from the exterior wall. The wall consists of a 7"x7" bottom beam resting on the soil below. The beam appeared to have approximately 2 inches of deterioration on the portion of the beam in contact with the soil. The studs consist of 4"x 3" posts that align directly below and support the 1st floor joists. The studs appeared to be in good condition with little to no deterioration. There is also an approximately 3 foot by 4 foot by 3 foot deep pit in the crawl space. The pit is located directly under the interior access way to the crawl space, and is supporting the surrounding crawl space soil with 3 foot high, 8" CMU retaining walls.

## Sill

The sill appeared to be 7" x 8" lumber resting atop the masonry foundation. The sill appeared to be in good condition with little deterioration observed. The first floor joists appear to rest on top of the sill, at the north and south sides of the building. There was no visible connection between the sill and the foundation wall, at the locations viewed.

## 1<sup>st</sup> Floor

The first floor framing appeared to be 3"x 8" joists spaced approximately 19 inches on center. The joists appeared to be in good condition with little deterioration observed. The joists spanned from north to south of the building with two simple spans resting on the 7" x 8" beam that in turn bear on the uniformly spaced masonry piers in the crawl space. There did not appear to be any bracing between the joists at any of the observed locations. There is a 30"x 24" opening in the first floor framing to allow access to the crawl space below. This opening is relatively new and is framed with newer dimensional lumber.

## 2<sup>nd</sup> Floor

The second floor framing was observed at two locations where the first floor ceiling finishes had been removed. It joists appeared to be 3"x 12" joists at 18" on center at the locations observed. The joists appeared to be in good condition with no deterioration visible on the joists that were observed. At both locations viewed there did not appear to be any bracing present between the

joists. It was also observed that some joists in the northeast corner of the building appeared to be resting on a 2x4 ledger board attached to the exterior stud-bearing wall. Most of the second floor joists are clear spans from north to south of the building. There are some joists in Multipurpose Room 1 being supported at mid span by a beam resting on 6" circular steel columns running east to west. The beam supporting the second floor in the Multipurpose Room 1 is 7"x7"x17' long and is centered in the room, this beam does not extend the entire length of the building. The posts that support the beam appear to be supported by the center beam supporting the first floor. However, it does not appear that the beam in the first floor is supported directly under the posts. There appeared to be water damage and mold present on the ceiling in Multipurpose Room 1, possibly from a ruptured water pipe.

### Attic Framing

The attic framing consists of 3"x 9" joists at 18" on center to span the length of the attic the joists were spliced at the center of the building. Along with being connected with nails the floor at this location was also supported by a board typically a 1x of various widths to the roof peak. The attic has no flooring material present and has insulation filled between the joists. There was a framed opening in the attic in which two chimneys pass through. It appeared that both brick chimneys changed to metal ductwork in the attic and exhausted out through the roof. The connection of the roof rafters to the top of the wall was not observed due to restricted access though it is believed that the connection is inadequate based on current code, this is based on knowledge of common construction practices of the time.

### Roof Framing

The roof framing consists of 3"x 8" rafters spaced approximately 30" on center. Rafters are clear span from eave to peak, with no ridge board or beam present at the peak. There was no blocking or bridging that was present in the roof rafters at the observed locations. Some insect damage was noticed and appeared to extend about 1/2" in depth into the rafters. There also appeared to be water staining to some of the roof sheathing and roof rafters due to compromised roofing (refer to Coastal report dated February 9, 2001). The extent of the water staining and insect damage was not fully determined. Some of the roof rafters on the north east corner have been cut to allow for roof penetrations, this change from the original roof design does not appear to be adequate based on visual inspection and engineering mechanics.

## **GENERAL RECOMMENDATIONS**

Based on our preliminary observations, it appears that the structure is in need of structural repair and overall general upkeep repairs along with reinforcing required to conform with current code. The following repairs and evaluations are suggested.

- Foundation and interior masonry piers should be repainted, and repaired as needed.
- Based on Coastal Engineering Company, Inc. previous report dated February 9, 2001 foundation does not have adequate ground penetration or bearing capacity.
- First floor live loading should be limited to 44psf, which is equivalent to typical residential home loading. This loading can be increased by properly reinforcing the first floor beam and joists. This loading is also assuming that the second floor beam is replaced with one coming down at proper support locations.
- All second floor joists should be reinforced/supported as close to mid span as possible. It is suggested to place a beam at the location of the current beam in Multipurpose Room 1, but the new beam should span from the west exterior wall to the inner wall by the chimney. The beam should then continue to the east exterior wall. There appeared to be a masonry pier next to the chimney that may support a column for the new beam.

- The second floor joist resting on the 2x4-ledger board should be better secured to the exterior wall. It is recommend replacing the existing ledger board with a larger one and attaching the joists flush with the new ledger board with joist hangers.
- Second floor loading should be limited to 38psf, which is equivalent to typical loading of a bedroom. This can be increased to 60psf if a properly sized new beam is installed to support all of the 2nd floor joists at mid span. This is equivalent loading to offices or library reading rooms. Reinforcing the floor joists can further increase load capacity of the 2nd floor.
- Attic loading is limited to approximately 10psf live load to limit deflection. Current code requires an attic space of this type found in the west school to have a minimum live load capacity of 20psf. In order to achieve this minimum capacity, reinforcing of the joist would be required.
- Roof rafters appear to be adequate for current snow loading prescribed by code. But should be reinforced with collar ties, and hurricane straps.
- Vertical ties in roof system need to be reinforced to limit attic deflection.
- New roof shingles should be installed to minimize water damage to the roof system.
- At time of roofing, connection should be verified and condition of connection determined of roof sheathing to roof rafters.
- Siding should be removed from a section of the building to expose any previous siding, and exterior sheathing to determine the condition of the underlayment.

## CONCLUSION

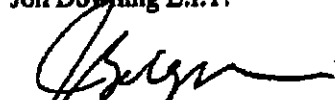
The Harwich West School, although needing structural augmentation, is in good condition. Since the building is not in use at present, the framing does not need to be reinforced at this time. If the building is opened for use, then it is recommended that screw jack lallies with new footings be used between the current supports of the main wood beam supporting the first floor. We also recommend that the second floor use be limited to small groups of 50 or less at a time until the joists are reinforced/mid span support is added for the length of the building. The roof should be resingled to prevent any further water damage to the building. Minor foundation repairs are needed, mainly consisting of repointing of interior brick piers and brick replacement under the front entrance. Of course, since this building has been abandoned for some time, several other architectural and building technologies improvements will be needed before opening.

Please contact us if you have any questions concerning the above report.

Very truly yours,

**COASTAL ENGINEERING CO., INC.**

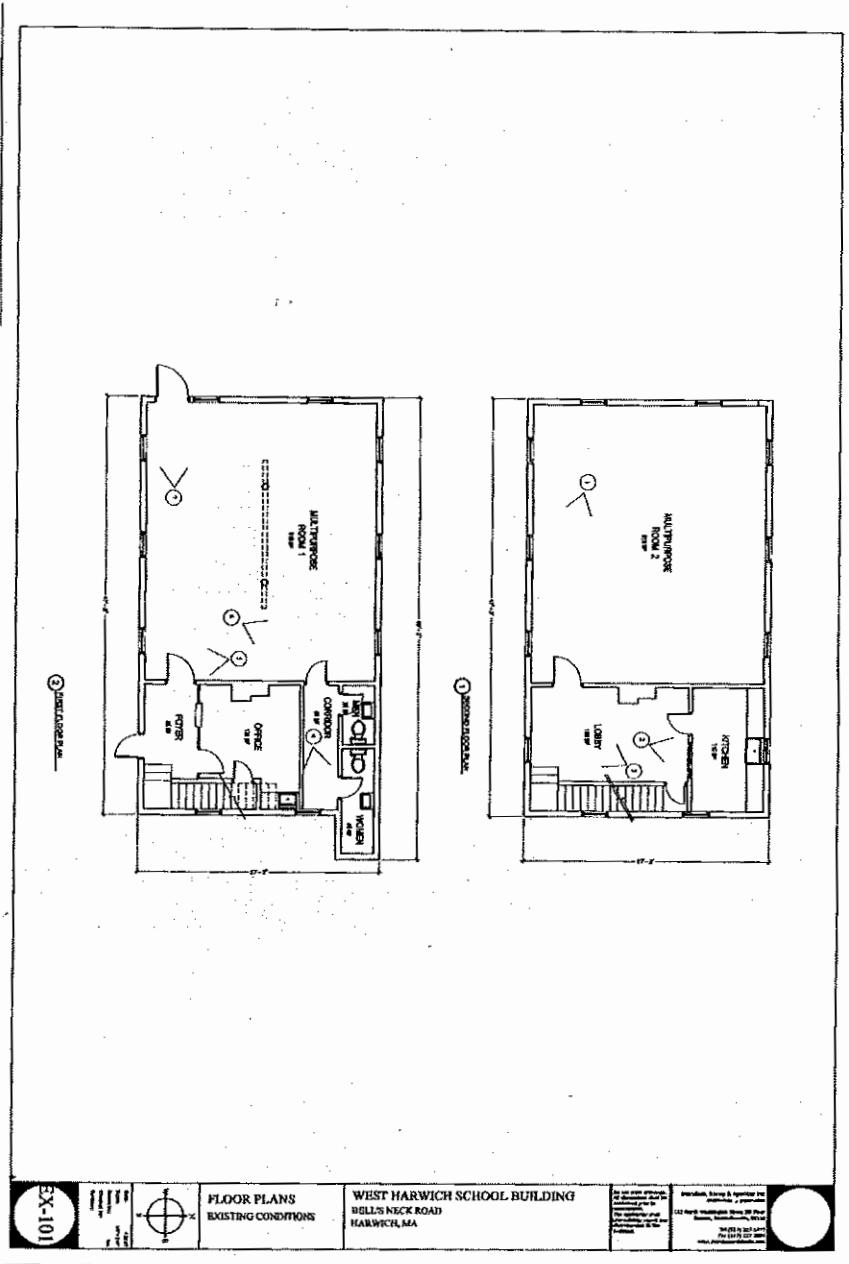
  
Jon Downing E.I.T.

  
John A. Bologna P.E.

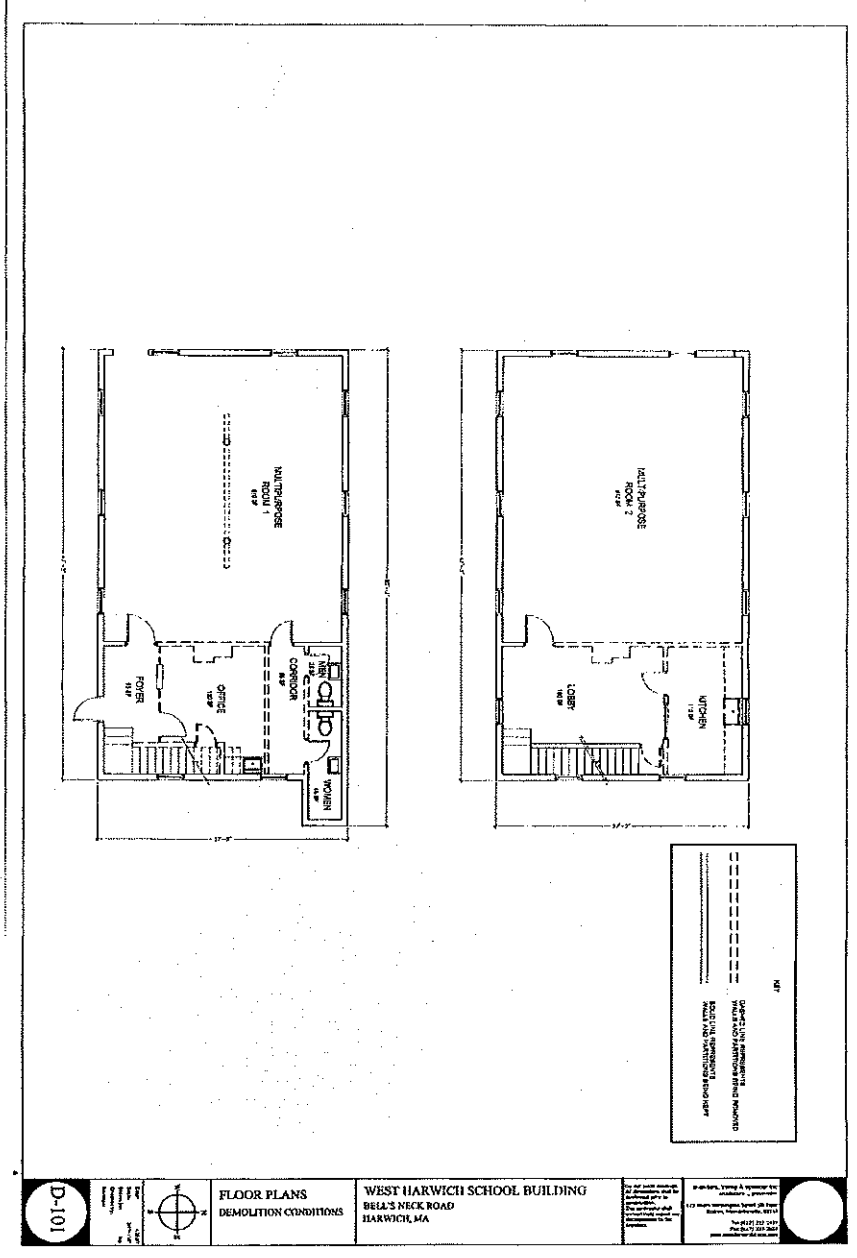
JMD/dlb







	<b>FLOOR PLANS</b> EXISTING CONDITIONS	<b>WEST HARWICH SCHOOL BUILDING</b> BELLS NECK ROAD HARWICH, MA	<small>           ALL AREAS SHOWN            UNLESS OTHERWISE NOTED            ARE TO BE MAINTAINED            AND REPAIRED AS NECESSARY            TO MAINTAIN THE BUILDING            IN GOOD CONDITION.         </small>	<small>           ARCHITECT, ENGINEER &amp; INTERIOR DESIGNERS            122 North Washington Street, 3rd Floor            Boston, Massachusetts 02111            Tel: 617-552-1234            Fax: 617-552-1235            www.abc.com         </small>





<http://public.dep.state.ma.us/fileviewer/Rtn.aspx?rtn=4-0013326>

The link, above, is to the webpage in the MassDEP sites database that pertains to the Bell's Neck property investigations.

As you will see, there is only one file under the "Electronically Submitted Files" tab. This is because the work was performed prior to the full implementation of MassDEP's electronic record keeping system. It was not until 2009 that LSPs were required to only submit their work electronically. MassDEP prior to that had kept paper files, and once the electronic system was up and running, began the long process of scanning and uploading older files. So – to view the older files, click on the Scanned Files tab, then, click on the "Submit Date" column of the table of records and all records will be presented in the order in which they were submitted. The Release Tracking Number (RTN) for this site is RTN 4-0013326.

As you are aware, this site came to MassDEP's attention after routine water supply testing of a deep well that served the residences on the property tested positive for chlorinated volatile organic compounds (cVOCs) including some that are typically used in dry cleaning operations. Investigations were required to determine whether the contamination originated on site, or came from an upgradient source. Shallow groundwater was the issue: if it also were contaminated at the Bell's Neck property, this would suggest an on-site source. If it were only found at depth, however, that would provide evidence of an upgradient (in terms of groundwater flow) source.

Wells were installed at different depths on the subject property and tested for contamination. Briefly, results indicated that the contamination was found at depth only. This work was performed under an IRA Plan, a Supplemental IRA Plan, and results reported in an IRA Completion Report. Because the evidence pointed to an upgradient, rather than on-site source at the Bell's Neck property, a Downgradient Property Status Opinion was filed pointing to potential upgradient sources.

Meanwhile, a greater area of the aquifer underlying Harwich and Dennisport was under similar investigations by MassDEP, and the data found in this much larger area dovetailed with the data and conclusions reached for the Bell's Neck Property. This is all described and contained in the 3/31/2003 submittal of the Harwich PCE/TCE Study Area Site Investigation Report. Figure 3 of this report presents a cross sectional view of the aquifer, which indicates the presence of cVOCs as not being present at the Bell's Neck Road area in shallow groundwater. Figure 4 presents the groundwater contours, flowing approximately to the northeast from the apparent source area in Dennisport. The plume of cVOCs flowing through the aquifer at that time appeared to be, appropriately, shallower at its point of origin, deeper as it proceeded toward the Bass River, where it appears to rise to the discharge to the river. Also, as you are aware, the contaminated deeper well at the Bell's Neck property has been abandoned, and water is now supplied from the Town's municipal system.

I hope the preceding is sufficiently clear – any questions, please give me a call.

Jan Niemiec, Hydrogeologist  
MassDEP 20 Riverside Drive, Lakeville, MA 02347  
(508) 946-2841 PHONE / (508) 947-6557 FAX

# SPECIAL TOWN MEETING

## COMMONWEALTH OF MASSACHUSETTS

**PLYMOUTH COUNTY, SS.**

**To either of the Constables of West Bridgewater, in the County of Plymouth**

**Greeting:**

**In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of the Town of West Bridgewater qualified to vote in Elections and Town Affairs to meet at the West Bridgewater Middle/Senior High School Auditorium.**

**IN SAID TOWN ON  
December 14, 2016 at 7:00 p.m.**

**Then and there to act on the following Articles, to wit:**

Article 1: To see if the Town will vote to approve a PILOT (Payment in Lieu of Taxes) agreement negotiated by the Board of Selectmen and the Board of Assessors with Ajax Solar, LLC, 1360 Garrison Avenue, Bronx, New York, 10474, for the purposes of a solar array, or to take any other action relative thereto.

Article 2: To see if the Town will vote to amend the Town's Zoning Bylaws by adding the following new section:

"10.0 TEMPORARY MORATORIA." and further to amend the Table of Contents to add Section 10.0. "Temporary Moratoria" and the ensuing parts as proposed herein.

"10.1. Temporary Moratorium on the Sale and Distribution of Recreational Marijuana

10.1.1 Purpose: By vote at the State election on November 8, 2016, the voters of the Commonwealth approved a law regulating the cultivation, distribution, possession and use of marijuana for recreational purposes. The law provides that it is effective on December 15, 2016 and the Cannabis Advisory Board is required to issue regulations regarding implementation by September 15, 2017.

Currently under the Zoning Bylaw, Recreational Marijuana Establishments and Marijuana Retailers are not a permitted use in the Town and any regulations promulgated by the State Cannabis Advisory Board are expected to provide guidance to the Town in regulating Recreational Marijuana Establishments and Marijuana Retailers. Further, the ballot measure establishes two important provisions that require ballot action by the Town prior to the adoption of zoning. First, the Town must, by ballot, determine whether it will issue licenses for Recreational Marijuana Establishments and Marijuana Retailers and second, by ballot that cannot

occur prior to November 6, 2018, the next biennial state election, on whether to allow on-site consumption of marijuana products should the Town decide to allow licenses for such facilities.

The regulation of Recreational Marijuana Establishments and Marijuana Retailers raise novel and complex legal, planning, and public safety issues and the Town needs time to study and consider the regulation of Recreational Marijuana Establishments and Marijuana Retailers and address such novel and complex issues, as well as to address the potential impact of the State regulations on local zoning and to undertake a planning process to consider amending the Zoning Bylaw regarding regulation of Recreational Marijuana Establishments and Marijuana Retailers and other uses related to the regulation of recreational marijuana. The Town intends to adopt a temporary moratorium on the use of land and structures in the Town for Recreational Marijuana Establishments and Marijuana Retailers so as to allow the Town sufficient time to engage in a planning process to address the effects of such structures and uses in the Town and to adopt provisions of the Zoning Bylaw in a manner consistent with sound land use planning goals and objectives.

#### 10.1.2 Definitions

"Manufacture", to compound, blend, extract, infuse or otherwise make or prepare a marijuana product.

"Marijuana accessories", equipment, products, devices or materials of any kind that are intended or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling or otherwise introducing marijuana into the human body.

"Marijuana cultivator", an entity licensed to cultivate, process and package marijuana, to deliver marijuana to marijuana establishments and to transfer marijuana to other marijuana establishments, but not to consumers.

"Marijuana establishment", a marijuana cultivator, marijuana testing facility, marijuana product manufacturer, marijuana retailer or any other type of licensed marijuana-related business. (k)

"Marijuana product manufacturer", an entity licensed to obtain, manufacture, process and package marijuana and marijuana products, to deliver marijuana and marijuana products to marijuana establishments and to transfer marijuana and marijuana products to other marijuana establishments, but not to consumers.

"Marijuana products", products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

"Marijuana testing facility", an entity licensed to test marijuana and marijuana products, including certification for potency and the presence of contaminants.

"Marijuana retailer", an entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell or otherwise transfer marijuana and marijuana products to marijuana establishments and to consumers.

### 10.1.3 Temporary Moratorium.

For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, the Town hereby adopts a temporary moratorium on the use of land or structures for Recreational Marijuana Establishments and Marijuana Retailers. The moratorium shall be in effect through June 30, 2018. During the moratorium period, the Town shall undertake a planning process to address the potential impacts of recreational marijuana in the Town, consider the Cannabis Advisory Board regulations regarding Recreational Marijuana Establishments and Marijuana Retailers and related uses, determine whether the town shall restrict any, or all, licenses for Recreational Marijuana Establishments and Marijuana Retailers, determine whether the town will prohibit on-site consumption at Recreational Marijuana Establishments and Marijuana Retailers and shall consider adopting new provisions of the Zoning Bylaw to address the impact and operation of Recreational Marijuana Establishments and Marijuana Retailers and related uses.

10.1.5. Severability. The provisions of this by-law are severable. If any provision, paragraph, sentence, or clause of this By-law or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.”

or take any action relative thereto.



And you are directed to serve this Warrant, by posting attested copies thereof, as directed by the By-Laws of the Town, at least fourteen days before the time of holding the aforesaid meeting.


Hereof fail not, and make due return of this Warrant, with your doings thereon to the Town Clerk of said West Bridgewater, at the time and place of meeting as aforesaid.

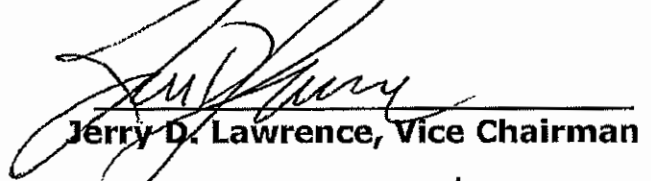
Given under our hands and seal this 30th day of November, in the year of our Lord two thousand and sixteen

A true record. Attest:


  
Anne G. Iannitelli, Town Clerk

Selectmen of the  
Town of West Bridgewater

  
Eldon F. Moreira, Chairman

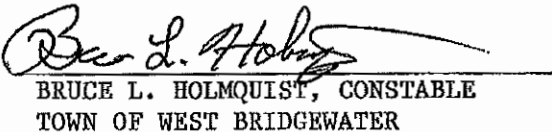
  
Jerry D. Lawrence, Vice Chairman

Constable of West Bridgewater

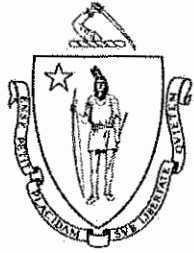
  
BRUCE L. HOLMQUIST, CONSTABLE  
TOWN OF WEST BRIDGEWATER

  
Anthony J. Kinahan, Clerk

Pursuant to the within Warrant, I have this day notified and warned the inhabitants of the Town of West Bridgewater qualified to vote in elections and Town Affairs to meet at the time and place within mentioned by posting fifteen attested copies of within Warrant at various locations throughout precincts one and two fourteen days at least before the aforesaid Special Town Meeting.

  
BRUCE L. HOLMQUIST, CONSTABLE  
TOWN OF WEST BRIDGEWATER

November 30, 2016



THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION  
10 MECHANIC STREET, SUITE 301  
WORCESTER, MA 01608

MAURA HEALEY  
ATTORNEY GENERAL

(508) 792-7600  
(508) 795-1991 fax  
www.mass.gov/ago

January 18, 2017

Anne G. Iannitelli, Town Clerk  
Town of West Bridgewater  
65 North Main Street  
West Bridgewater, MA 02379

**Re: West Bridgewater Special Town Meeting of December 14, 2016 - Case # 8242  
Warrant Article # 2 (Zoning)**

Dear Ms. Iannitelli:

**Article 2** – We approve the amendments adopted under Article 2 at the West Bridgewater Special Town Meeting of December 14, 2016 because, as explained below, the temporary moratorium on recreational marijuana establishments is consistent with the Town’s authority to impose reasonable time limitations on development so that the Town can engage in a legitimate planning study.

The amendments adopted under Article 2 amend the Town’s zoning by-laws to add a new Section 10.1, “Temporary Moratorium on the Sale and Distribution of Recreational Marijuana.” The new Section 10.1 institutes a temporary moratorium, through June 30, 2018, on the use of land or structures for a Recreational Marijuana Establishment and Marijuana Retailer (as defined in Section 10.1.2). The stated purpose of the temporary moratorium is:

By vote at the State election on November 8, 2016, the voters of the Commonwealth approved a law regulating the cultivation, distribution, possession and use of marijuana for recreational purposes. The law provides that it is effective on December 15, 2016 and the Cannabis Advisory Board is required to issue regulations regarding implementation by September 15, 2017.<sup>1</sup>

Currently under the Zoning Bylaw, Recreational Marijuana Establishments and Marijuana Retailers are not a permitted use in the Town and any regulations promulgated by the State Cannabis Advisory Board are expected to provide guidance to the Town in regulating Recreational Marijuana Establishments and Marijuana Retailers.

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<sup>1</sup> We note that it is the Cannabis Control Commission, not the Cannabis Advisory Board, that is charged with issuing regulations. See Section 4(a) of Chapter 94G (as amended by Chapter 351 of the Acts of 2016).

Further, the ballot measure establishes two important provisions that require ballot action by the Town prior to the adoption of zoning. First, the Town must, by ballot, determine whether it will issue licenses for Recreational Marijuana Establishments and Marijuana Retailers and second, by ballot that cannot occur before November 6, 2018, the next biennial state election, on whether to allow on-site consumption of marijuana products should the Town decide to allow licenses for such facilities.<sup>[2]</sup>

The regulation of Recreational Marijuana Establishments and Marijuana Retailers raise novel and complex legal, planning, and public safety issues and the Town needs time to study and consider the regulation of Recreational Marijuana Establishments and Marijuana Retailers and address such novel and complex issues, as well as to address the potential impact of the State regulations on local zoning and to undertake a planning process to consider amending the Zoning Bylaw regarding regulation of Recreational Marijuana Establishments and Marijuana Retailers and other uses related to the regulation of recreational marijuana. The Town intends to adopt a temporary moratorium on the use of land and structures in the Town for Recreational Marijuana Establishments and Marijuana Retailers so as to allow the Town sufficient time to engage in a planning process to address the effects of such structures and uses in the Town and to adopt provisions of the Zoning Bylaw in a manner consistent with sound land use planning goals and objectives.

We approve this temporary moratorium because it consistent with the Town's authority to "impose reasonable time limitations on development, at least where those restrictions are temporary and adopted to provide controlled development while the municipality engages in comprehensive planning studies." Sturges v. Chilmark, 380 Mass. 246, 252-253 (1980). Such a temporary moratorium is clearly within the Town's zoning power when the stated intent is to manage a new use, such as recreational marijuana establishments, and there is a stated need for "study, reflection and decision on a subject matter of [some] complexity." W.R. Grace v. Cambridge City Council, 56 Mass. App. Ct. 559, 569 (2002) (City's temporary moratorium on building permits in two districts was within city's authority to zone for public purposes.) The time limit West Bridgewater has selected for its temporary moratorium (through June 30, 2018) appears to be reasonable in these circumstances, where the Cannabis Control Commission regulations have not yet been issued and those regulations "are expected to provide guidance" to the Town.<sup>3</sup> Section 10.1.1. The moratorium is limited in time period and scope (to the use of land

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<sup>2</sup> Although not determinative of our decision on Article 2, we note that this text in Article 2 does not clearly reflect the language of the state ballot question passed on November 8, 2016 (Chapter 334 of the Acts of 2016). First, it is not clear from the state ballot question that a town has the power to issue a "license" for marijuana establishments or marijuana retailers. The state ballot question appears to establish the Cannabis Control Commission as the sole licensing authority. See G.L. c. 94G, § 5. The state ballot question does indicate that a town may prohibit the operation of one or more types of marijuana establishments in the town, but whether a complete prohibition on such establishments must be made by by-law vote or town ballot vote (or both) is not clear from the text of the state ballot question. See G.L. c. 94G, § 3(a) (2).

<sup>3</sup> We note that Chapter 351 of the Acts of 2016, approved by the Governor on December 30, 2016 and effective immediately as an emergency law, extends the time period for the issuance of the regulations by six months to

and structures for recreational marijuana establishments and marijuana retailers), and thus does not present the problem of a rate-of-development bylaw of unlimited duration which the Zuckerman court determined was unconstitutional. Zuckerman v. Hadley, 442 Mass. 511, 512 (2004) (“[A]bsent exceptional circumstances not present here, restrictions of unlimited duration on a municipality’s rate of development are in derogation of the general welfare and thus are unconstitutional.”)

Because we find the amendments adopted under Article 2 are clearly within the Town’s zoning power, and otherwise do not conflict with the laws or Constitution of the Commonwealth, (see Bloom v. Worcester, 363 Mass. 136, 154 (1973)), we approve them.

**Note:** Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the Town has first satisfied the posting/publishing requirements of that statute. Once this statutory duty is fulfilled, (1) general by-laws and amendments take effect on the date these posting and publishing requirements are satisfied unless a later effective date is prescribed in the by-law, and (2) zoning by-laws and amendments are deemed to have taken effect from the date they were approved by the Town Meeting, unless a later effective date is prescribed in the by-law.

Very truly yours,

MAURA HEALEY  
ATTORNEY GENERAL

*Margaret J. Hurley*

By: Margaret J. Hurley  
Chief, Central Massachusetts Division  
Director, Municipal Law Unit  
10 Mechanic Street, Suite 301  
Worcester, MA 01608  
(508) 792-7600 ext. 4402

cc: Town Counsel David Gay

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March 15, 2018. (See Section 11 of Chapter 351 of the Acts of 2016). This amendment supports the conclusion that a moratorium through June 30, 2018 is reasonable in order to provide the Town time to study and consider the regulations and engage in a planning process within the context of the regulations.

December 7, 2015

To: Chris Clark, Town Administrator  
From: Charleen Greenhalgh  
Re: Rental Registration

As requested I have researched the topic of Rental Registration and Special Legislation for Tax on Seasonal Rental Properties.

**Rental Registration:** Currently Harwich has a General Bylaw regarding Rental Registration:

Chapter 230: RENTAL REGISTRATION

§230-1 Registration required.

Any owner or agent who shall offer for rent or lease any building or portion thereof to be used for habitation, other than duly authorized or licensed premises, for a period of 90 days or less shall first register with the Building Official, who shall determine the number of persons said building or portion thereof can legally accommodate.

§230-2 Violations and penalties.

Upon the arrest and conviction for violation of any statute of the commonwealth reported to have taken place on any such rented or leased premises as described in § 230-1, the tenant, holder of a lease, and anyone found to be in violation of the preceding section shall be punished by a fine of \$20, if at the time of said violation it was found that the number of occupants on or about any such premises exceeded 200% of the registered occupancy as required by the provisions of § 230-1 of this bylaw or the amount so to be determined by the Health Inspector if no such registration shall be in effect.

§230-3 Certificate of registration.

Any building or portion thereof registered as required by this bylaw shall have conspicuously posted therein a certificate of registration together with a copy of this bylaw.

The Building Department has a "Rental Density Registration" application/form. A copy is attached. It would appear that 26 applications/forms were submitted and approved for 2015. Clearly there are more than 26 houses being rented "seasonally".

In looking at other communities, Eastham and Dennis, they handle the Rental Registration somewhat the same.

Eastham: There is a Rental Registration Application with a \$75.00. If a property was rented the previous year, a renewal is automatically mailed out. Failure to register, violation of regulations or

over-utilization of the property will result in a \$300.00 per day fine. In addition, a yearly routine water quality analysis is required. Failure to do this is also subject to the fine. The regulation also notes that *“all rental dwellings are being inspected for compliance of the State Sanitary Code and Board of Health Regulations. All new applications are inspected prior to the issuance of a rental permit.”* It is the responsibility of the applicant to schedule an inspection within three (3) weeks of the filing of the Rental Registration Application.

I also know that a property owner must notify the Town if they are no longer renting or they too will be subject to the \$300.00 fine. The Town Clerk's office handles the application; however the rules and requirements are through the Board of Health.

Dennis: There is an Application for Rental Occupancy Permit through the Board of Health, with a \$50.00 fee. There is a Housing Space & Use Bylaw within the General Bylaws. The Health Department inspects the rental unit annually prior to the issuance of the rental permit. A copy of both the Eastham and Dennis packets are attached.

The biggest question in Harwich is, how many rental properties are there. In discussion with Richard Waystack, Chair of the Board of Assessors and local Realtor, he suggests that Harwich is at approximately 50/50 relative to seasonal and residential properties. Of the second homes, most likely that 15 - 20% of those which are rentals. There is a large percentage who do not rent. VRBO (an online rental website) represents that there are 728 seasonal rental properties in Harwich, while Homeaway (an online rental website) indicates 725 rental units. Mr. Waystack indicated that there are numerous others represented by agencies, which many are exclusive, so that number would raise the overall number. His best guess is that there are in excess of 1000 properties for rent seasonally. Donna Molino, Interim Assessing Director provided that following statistic:

**HOUSING TRENDS FOR TAXABLE HOMES BY MAILING ZIP CODES  
INCLUDES STATE CLASS CODES 1010, 1020, 1040 & 1090**

Fiscal Year	Zip 02645	Zip 02646	Zip 02661	Zip 02671	Total Winter Homes	Total Summer Homes	Total Homes	New Homes
2016	3553	884	130	467	5034	4609	9643	+36
2015	3544	885	137	460	5026	4581	9607	-17
2014	3522	877	148	481	5028	4596	9624	+50
2013	3491	887	152	476	5006	4588	9574	+20
2012	3501	887	155	475	5018	4556	9574	+38
2011	3512	882	162	490	5046	4490	9536	+32
2010	3526	911	179	504	5120	4384	9504	+4
2009	3533	923	190	502	5148	4347	9495	+30
2008	3550	910	189	492	5141	4324	9465	+77
2007	3536	906	200	492	5134	4254	9388	+42
2006	3503	918	209	490	5120	4226	9346	+73
2005	3470	915	209	505	5099	4174	9273	+68
2004	3427	936	214	501	5078	4127	9205	+112
2003	3405	913	225	505	5048	4045	9093	+109
2002	3344	897	221	502	4964	4020	8984	+100
2001	3260	865	226	499	4850	4020	8870	+149
2000	3096	870	238	501	4705	4016	8721	

## Special Legislations:

Several Towns have sought Special Legislation for Taxes on Seasonal Rental for a number of years. To date, none have been successful in getting this passed. The language amongst the Towns is similar.

### Truro:

ARTICLE 20: ROOM OCCUPANCY TAX: To see if the Town will vote to authorize the Board of Selectmen to petition the General Court for special legislation applying the local room occupancy tax to seasonal rentals as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to said bill, unless the Board of Selectmen approves amendments thereto prior to enactment by the General Court, and provided further that Board of Selectmen is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition.

#### AN ACT APPROVING THE APPLICATION BY THE TOWN OF TRURO OF THE LOCAL OPTION ROOM OCCUPANCY EXCISE TO SEASONAL RENTAL PROPERTIES IN THE TOWN OF TRURO

Section 1. Notwithstanding the provisions of any general or special law to the contrary, in addition to the authority to impose a local excise tax upon any transfer of occupancy of any room or rooms as may be set forth in and authorized by Chapter 64G section 3A of the Massachusetts General Laws or other law, as the same may be amended from time to time, the town of Truro shall, commencing on the first day of the fiscal year that begins after the effective date of this Act, be authorized to impose a local excise tax upon the transfer of occupancy of any room in a seasonal rental property or other transient accommodations located within said town by any operator at the rate of up to but not exceeding six (6) percent of the total amount of rent of each such occupancy.

Section 2. For the purposes of this chapter, all terms used herein shall, unless the context requires otherwise, have the same meanings as set forth in Chapter 64G section 1 of the Massachusetts General Laws and as follows:

“Occupancy”, the use or possession, or the right to the use or possession, of any room or rooms in a bed and breakfast establishment, bed and breakfast home, hotel, lodging house, motel, seasonal rental property or other transient accommodation designed and normally used for sleeping and living purposes, or the right to the use or possession of the furnishings or the services and accommodations, including breakfast in a bed and breakfast establishment or bed and breakfast home, accompanying the use and possession of such room or rooms, for a period of ninety consecutive calendar days or less, regardless of whether such use and possession is as a lessee, tenant, guest or licensee.

“Seasonal rental property or other transient accommodations” shall mean any bed and breakfast home, as defined by Chapter 64G section 1 of the Massachusetts General Laws and any residential or commercial dwelling, dwelling unit or part thereof, unit of a condominium as defined by Chapter 183A of the Massachusetts General Laws or time-share as defined by Chapter 183B of the Massachusetts General Laws, used for the lodging of guests or invitees in exchange for rent.  
or take any other action relative thereto.

Nantucket:

ARTICLE X To see if the Town will vote to petition the General Court for enactment of a Home Rule special act and to request the Town's representatives to the General Court to introduce a Special Act as set forth below, and further to authorize the General Court, with the approval of the Board of Selectmen, to make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage, and to take any other action related thereto:

AN ACT APPROVING THE APPLICATION BY THE TOWN OF NANTUCKET  
OF THE LOCAL OPTION ROOM OCCUPANCY EXCISE TO  
SEASONAL RENTAL PROPERTIES IN THE TOWN OF NANTUCKET

Section 1. Notwithstanding the provisions of any general or special law to the contrary, in addition to the authority to impose a local excise tax upon any transfer of occupancy of any room or rooms as may be set forth in and authorized by Chapter 64G section 3A of the Massachusetts General Laws or other law, as the same may be amended from time to time, the town of Nantucket shall, commencing on the first day of the fiscal year that begins after the effective date of this Act, be authorized to impose a local excise tax upon the transfer of occupancy of any room in a seasonal rental property or other transient accommodations located within said town by any operator at the rate of up to but not exceeding six (6) percent of the total amount of rent of each such occupancy.

Section 2. For the purposes of this chapter, all terms used herein shall, unless the context requires otherwise, have the same meanings as set forth in Chapter 64G section 1 of the Massachusetts General Laws and as follows:

“Occupancy”, the use or possession, or the right to the use or possession, of any room or rooms in a bed and breakfast establishment, bed and breakfast home, hotel, lodging house, motel, seasonal rental property or other transient accommodation designed and normally used for sleeping and living purposes, or the right to the use or possession of the furnishings or the services and accommodations, including breakfast in a bed and breakfast establishment or bed and breakfast home, accompanying the use and possession of such room or rooms, for a period of ninety consecutive calendar days or less, regardless of whether such use and possession is as a lessee, tenant, guest or licensee.

“Seasonal rental property or other transient accommodations” shall mean any bed and breakfast home, as defined by Chapter 64G section 1 of the Massachusetts General Laws and any residential or commercial dwelling, dwelling unit or part thereof, unit of a condominium as defined by Chapter 183A of the Massachusetts General Laws or time-share as defined by Chapter 183B of the Massachusetts General Laws, used for the lodging of guests or invitees in exchange for rent.

Section 3. No excise shall be imposed upon for the transfer of occupancy of any room in a seasonal rental property or other transient accommodations if the total amount of rent is less than fifteen dollars per day or its equivalent or if the accommodation, other than a bed and breakfast home, is exempt under the provisions of Chapter 64G section 2 of the Massachusetts General Laws.



Section 4. All operators of seasonal rental property or other transient accommodations shall be responsible for assessing, collecting reporting and paying such local excise tax as set forth in Chapter 64G sections 3, 4, 5, 6 and 7A of the Massachusetts General Laws and shall be liable in the same manners as operators in Chapter 64G section 7B of the Massachusetts General Laws.

Section 5. This act shall take effect upon its passage.

**Eastham:**

Article 7: To see if the town will vote to authorize the Board of Selectmen to petition the Great and General Court to approve a Home Rule Petition generally in the form set forth below; provided however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approves amendments to the bill before enactment by the General Court, and provided further that the Board of Selectmen is hereby authorized to approve amendments with shall be within the scope of the general public objectives of the petition, and as follows:

AN ACT AUTHORIZING THE TOWN OF EASTHAM TO APPLY THE LOCAL OPTION ROOM OCCUPANCY EXCISE TAX TO ALL SEASON RENTAL PROPERTIES IN THE TOWN.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding the provision of any general or special law to the contrary, in addition to the authority to impose a local excise tax upon any transfer of occupancy of any room or rooms as may be set forth in and authorized by G.L. c.64G, §3A or any other applicable law, as the same may be amended from time to time, commencing on the first day of January that begins after the effective date of this Act, the town of Eastham shall be authorized to impose a local excise tax upon the transfer of occupancy of any room in a season rental property or other transient accommodations located within said town by any operator at the rate of four (4) percent of the total amount of rent of each such occupancy.

Section 2. For the purposes of this chapter, seasonal rental property or other transient accommodations shall mean a rental for a term of ninety (90) days or less. All other terms used herein shall have the same meanings as set forth in G.L. c.64G, §1, unless the context requires otherwise.

or take any action relative thereto.

[http://www.capenews.net/sandwich/columns/taxing-short-term-rentals-is-a-good-idea/article\\_986abde5-4926-5c08-9441-3a599bb9fa47.html](http://www.capenews.net/sandwich/columns/taxing-short-term-rentals-is-a-good-idea/article_986abde5-4926-5c08-9441-3a599bb9fa47.html)

Make It Your Business

## Taxing Short-Term Rentals Is A Good Idea

By JAY PATEAKOS Jan 27, 2017

[Home](#) / [Sandwich](#) / [Columns](#)

If there was a chance for the town to get more tax funds for its operating budget that wouldn't be on the back of residents or businesses, would you want to hear more?

After all, with a future that must eventually include a wastewater plan, any funds would be coveted for that, right?

The Cape Cod Chamber has been all over the need to institute a short-term rental tax. A letter was submitted to the Sandwich Board of Selectmen at its meeting this week.

In it, Cape Cod Chamber CEO Wendy Northcross notes that Beacon Hill may soon be taking up this.

What this initiative is trying to capitalize on is the Airbnb craze and other home rental companies and individual people that are marketing and renting their homes that don't have to play by the same rules as the bed and breakfasts, motels or hotels.

Say you own a nice \$500,000 house on your street and paid your taxes faithfully. Would you feel resentment if your next-door neighbor, also with a home valued at \$500,000, paid half of what you did in taxes?

That's how motel and inn businesses have felt, as these short-term home rentals are becoming more popular but don't fork over any rooms tax or adhere to local permitting.

In order to operate motels and bed and breakfasts, these businesses must secure an \$80 Board of Health permit each year, an \$80 per-year pool permit if they have a pool, a \$3 per-unit Building Department Occupancy tax each year as well as a one-time state tax they are charged when they first open. Not the end of the world financially but it all adds up. And then there's the state rooms tax that short-term house rentals don't have to pay out either.

When it comes to that rooms tax that all motels, hotels and bed and breakfasts must charge, this is how it works: Each room rate carries a 9.7 percent tax, 5.7 percent that goes to the state and 4 percent that stays local. Under that 4 percent, the town where the business resides gets the first \$160,000 of the rooms tax raised each year based on the past fiscal year.

The Visitors Services Board, created in 2009, then splits the rest of the raised rooms tax money 50/50 with the town.

According to Town Accountant Mimi Spahr, the total raised from 4 percent of the rooms tax last year was \$214,000. The town kept \$160,000 and then split the remaining \$54,000 with the Visitors Service Board, so the town's final number was \$187,000 and the visitors board secured \$27,000.

But what could be raised in additional taxes if a short-term house rental tax was implemented? Well, when it comes to Cape Cod in general, a lot.

According to the Cape Cod Commission, more than a third of the houses on Cape Cod, to the tune of about 36 percent, are seasonal houses.

Sandwich has the lowest percentage of seasonal homes on the Cape at 17 percent, but the lower down the Cape you go, the higher that number of seasonal homes gets. Provincetown has 54 percent of its housing stock as seasonal, Dennis 55 percent, Chatham 56 percent, Eastham 59 percent, Wellfleet 61 percent and Truro, a whopping 71 percent.

And the Airbnb statistics on Cape Cod alone were staggering for the period September 2015 to October 2016 with 148,859 units rented at a revenue of \$40.4 million. And that was only at a 47 percent occupancy rate with an average daily rate of \$271.

Taking just that \$40.4 million number, and assuming a rooms tax is implemented similar to what the motels have now, you are looking at the state making another \$2.3 million in rooms tax funds and the local communities, sharing based on their individual percentage, around \$1.6 million. It may not pay for sewerage, but it's a start.

For those people that are renting their homes through Airbnb or other avenues, the costs would really be taken on by the people who rent their homes, meaning that 9.7 percent tax would be incorporated into the room rate and paid by the renter. I've been told the tax implementation would also include its share of paperwork for the short term house rental owner, as it always does.

You'll certainly be hearing more about this in the weeks and months to come and it will, someday soon become a political hot topic. At least you will know how it works and what it could impact when it does come up in conversation. Stay tuned.

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*Mr. Pateakos is the executive director of the Sandwich Chamber of Commerce.*

## Ann Steidel

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**From:** John Giorgio <JGiorgio@k-plaw.com>  
**Sent:** Monday, January 30, 2017 1:03 PM  
**To:** Christopher Clark  
**Cc:** Ann Steidel  
**Subject:** RE: Charter changes from Don Howell

Chris:

I have reviewed the proposed charter changes and I have the following comments:

Items 1 through 4 are approved as to form.

Items 5 through 17: These proposed changes would remove the reference to the number of members of the identified boards and then amend the bylaws to provide for the number of members. While this is certainly permissible, I would caution you that whereas a charter may provide for a number of members that is different than what is provided for in the General Laws, any bylaw must be consistent with the General Laws. For example, the current charter provides for a five member Board of Health, whereas G.L. c. 111, s. 26 says that a Board of Health shall consist of three members. Because a charter may vary from the General Laws, the Town was able to establish a five member board of Health, notwithstanding the limitation of 3 members contained in the General Laws. If you remove the 5 member reference in the charter, however, the new bylaw must provide for a 3 member board of health in order to remain consistent with the General Laws. I do not know if the intent of the charter committee is to reduce the size of the board of health to 3 members, but that would be the legal effect if this charter amendment is adopted. In that case, if the membership on a board is being reduced, then we will have to deal with transitional issues as part of the charter amendment.

It in order to address this concern, the Town may want to consider revising the Charter amendments. Here is just one example of what you may want to consider:

A board of health of up to five members shall be appointed as outlined in chapter 7, Article III, Boards and Committees, of the Town's bylaws.

With this change, the bylaw could set the size of the board of health at 5 members.

Furthermore, I will have to review any proposed bylaw amendments to make sure that the intended changes are consistent.

With respect to the other boards listed in the proposed amendments, below is a list of the possible length of terms for each board based on the General laws.

Planning Board – G.L. c. 41, s. 81A provides that the planning board shall consist of not less than 5 nor more than 9 members.

Board of Assessors – G.L. c. 41, s. 24 provides that the board shall consist of one, three, five, seven, or nine members.

Conservation Commission – G.L. c. 40, s. 8C provides for a commission of not less than 3 more than 7 members.

Council on Aging – G.L. c. 40, s. 8B does not have any limitation on the size of the Council

Historical Commission – G.L. c. 40, s. 8D provides for not less than 3 nor more than 7 members.

Historic District Commission – G.L. c. 40C provides for not less than 3 nor more than 7. Section 131-1 of the Town Code provides for an Historical and Historic District Commission of 7 members and 5 alternates. Any deviation from this number as part of a bylaw amendment would require an amendment to section 131-1 and constitute an amendment to an historic district bylaw. As such, the amendment will require a positive recommendation of the Commission and a two-thirds vote of town meeting pursuant to G.L. c. 40C, s. 3.

The Cultural Council – G.L. c. 10, s. 58 requires the Council to consist of at least 5 members and not more than 22 members.

The Zoning Board of Appeals – G.L. c. 40A, s. 12 provides that the Zoning Bylaw may provide for 3 or 5 members of a zoning board of appeals. Section 325-49 of the Town Code (the zoning bylaw) provides for a board of appeals of 5 members and 5 associate members. Any change to the composition of the ZBA, therefore, will require an amendment to this section by a two-thirds vote.

Cemetery Commission – G.L. c. 114, s. 22 provides for a cemetery commission of 3 members. Any bylaw change, therefore, will have to be consistent with this requirement.

Recreation and Youth Commission, Golf Committee, Waterways Committee, Charter Review Committee – these are not statutory committees, so setting the number of members by bylaw is fine.

Please let me know if you have any questions.

John

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**From:** Christopher Clark [<mailto:cclark@town.harwich.ma.us>]  
**Sent:** Tuesday, January 24, 2017 9:44 PM  
**To:** John Giorgio  
**Subject:** FW: Charter changes from Don Howell

Hi John,

The BOS last night approved these items. I would like for you to look over. Don is concern about significant changes and asked for an approval as to form. I believe that they are pretty straightforward, but please advise.

## Efficiency and Regionalization Grant Program

### Scope of Work and Budget

02-01-2017

The following proposed tasks provide a summary of the Scope of Work to be performed under the Efficiency and Regionalization Grant Program, utilizing funds awarded for this multi-jurisdictional application.

#### **Task 1 – Coordinate and Prepare Documents for Community Partnership Discussions (Budget: \$60,000; ~330 hours)**

**Objective:** Provide technical support for the community partnership discussions.

CDM Smith currently serves as the Comprehensive Wastewater Management Plan (CWMP) consultant for each of the three communities, Dennis, Harwich and Yarmouth. CDM Smith will continue in this role for the further advancement of the Community Partnership discussions by providing technical support and recommendations for refining the independent wastewater management plans previously either approved or being reviewed by applicable regulatory bodies. Details of this task are defined below:

##### *Task 1.1 – Alternatives Refinement*

- CDM Smith will refine regional wastewater alternatives and related costs for the individual town's wastewater management plans per the Community Partnership scenario. Costs will be planning level estimates to be utilized for alternatives analysis, for evaluation of various flow alternatives, and for regional planning. This will also include finalization of the phasing plans within each town and for aligning the community partnership scenario.

##### *Task 1.2 – Compliance with Total Maximum Daily Loads (TMDLs)*

- As different scenarios for phasing and wastewater flow are discussed, each needs to be evaluated to insure compliance with the TMDLs for watershed. The nitrogen loads needing to be removed and the remaining nitrogen in the effluent recharged will be balanced to make sure scenarios result in no net increase in nitrogen to a given watershed.

##### *Task 1.3 – Alternative Governance Models*

- The MFN Regional Wastewater District formed in 2014 has been proposed by CDM Smith as a template to start from as it has several similarities. However, research into other alternative governance models that have been established needs to be conducted for potentially applicable components and success factors that could apply to Dennis, Harwich and Yarmouth.

#### **Task 2 – Draft Potential District Agreement (Budget: \$35,000; ~110 hours)**

**Objective:** Logistics and legal assistance in establishing the District Agreement.

##### *Task 2.1 - Special Legislation (CDM Smith: \$5,000 ~ 25 hours)*

- CDM Smith will assist with preliminary drafting and review of the Special Legislation required to form a Regional Wastewater District for the towns of Dennis, Harwich, and Yarmouth. CDM Smith will work with area State Representatives and Senators, to discuss the process and schedule. They will also work with town representatives to have each town authorize filing special legislation for the formation of the district at Town Meeting,

##### *Task 2.2 – Drafting District Agreement (CDM Smith: \$15,000; ~ 85 hours)*

- CDM Smith will draw from past experience in forming similar wastewater districts and experience with developing the community's wastewater management plans to help in the drafting of the District Agreement between the three towns.

*Task 2.3 – Legal Services (Lawyer Fees: \$15,000)*

- Representatives from the three towns shall select a lawyer to assist in the drafting of the District Agreement. Legal service fees shall be covered in this task.

**Task 3 – Community Partnership Meeting Facilitator (Budget: \$25,000)**

**Objective:** An independent third party facilitator.

*Task 3.1 – Meeting Facilitation*

- An independent third party facilitator will be selected to facilitate the meetings between the three towns and keep the discussions focused, track and define the common agreement items and mediate the areas of dispute in hopes of finding common ground This independent third party facilitator should be knowledgeable regarding wastewater management issues on Cape Cod and be somewhat familiar with the three towns. This roll will serve to facilitate discussions between the three towns and help each community achieve their individual and community partnership goals.

**Task 4 – Community Partnership Meetings and Public Outreach (Budget: \$65,000; ~330 hours)**

**Objective:** To support and coordinate meetings between the Towns of Dennis, Harwich and Yarmouth in order to determine if a Community Partnership scenario to address wastewater issues is the best approach for these towns and if so to develop a District Agreement suitable for implementation.

*Task 4.1 – Community Partnership Meetings*

- CDM Smith in conjunction with the Facilitator will prepare draft agendas and summary minutes of meetings conducted in regard to development and implementation of the wastewater district.
- CDM Smith estimates the following meetings will take place to further the development and implementation of the regional wastewater district:
  - 15 to 20 Subcommittee/Negotiation meetings with the three towns;
  - 2 to 3 Community meetings to provide an update of status and the intended approach;
  - Three individual town meetings (one each in Dennis, Harwich and Yarmouth);
  - Two agency/ regulatory meetings including, MassDEP, State Representatives, and the Cape Cod Commission to discuss District implementation issues and development of potential watershed permits for the District.

*Task 4.2 – Public Outreach*

- Assist with other outreach opportunities as identified by the Towns throughout the project. This may include newspaper articles or press releases, social media, website enhancement, emails to stakeholders or interested parties, brochures, posters or other informational materials, etc. Efforts for preparation for community meetings will also be included in this task.

*Task 4.3 – Project Management*

- Produce monthly progress reports documenting the status of the project and work completed and submit with monthly invoices and any related grant reporting documents.



**Proposed Project Budget:**

*Table 1 – Budget Summary*

<b>Task No.</b>	<b>Name</b>	<b>Hours</b>	<b>Budget</b>
<b>1</b>	Coordinate and Prepare Documents for Community Partnership Discussions	330	\$60,000
<b>2</b>	Draft Potential District Agreement	110	\$ 35,000
<b>3</b>	Community Partnership Meeting Facilitator	-	\$25,000
<b>4</b>	Community Partnership Meetings and Public Outreach	330	\$65,000
	<b>TOTAL</b>		<b>\$185,000</b>

**Purpose - describe the proposed project, including purpose of the grant request, project objectives, and the challenge(s) this project would address**

The towns of Dennis, Harwich, and Yarmouth on Cape Cod are in the process of developing or implementing a Comprehensive Wastewater Management Plan (CWMP) to address degraded water quality issues resulting from nitrogen coming from on-site septic systems. These communities live off a tourist economy which also helps support the Commonwealth. Each community is facing a minimum \$200 Million program to address this nitrogen problem. CDM Smith has been working with each community to develop their wastewater program and as a result has proposed a potential community partnership scenario as a means to try and lower the construction and operation and maintenance costs of the wastewater management scenarios.

Therefore the purpose of this proposed project grant is to further evaluate a community partnership or regional wastewater program via formation of a Wastewater District between the towns of Dennis, Harwich, and Yarmouth.

The town of Harwich received final approval of their CWMP in September 2016. Yarmouth's CWMP had previously been approved in 2011. Currently, CDM Smith is working on a CWMP update for Yarmouth to include the Bass River watershed which had not received a final Total Maximum Daily Load (TMDL) for nitrogen at the time of the CWMP approval. CDM Smith is also in the process of compiling the Draft CWMP for Dennis. Both the CWMP for Yarmouth and the Draft CWMP for Dennis are anticipated to be submitted in 2017. All three plans require sewerage, wastewater treatment, effluent recharge, and non-traditional technologies (i.e., aquaculture, fertilizer education).

In August of 2016, CDM Smith conducted a preliminary evaluation, funded by the Cape Cod Commission (CCC), through the Town of Dennis, for a regional wastewater scenario with Dennis, Harwich, and Yarmouth partnering to achieve cost savings by sharing a treatment facility, DHY Wastewater Treatment Facility (WWTF), located in the central town of Dennis.

The preliminary evaluation reconfigured the collection and conveyance system layouts for each town in order to achieve cost efficiency in the phasing of this regional wastewater plan. Under the proposed plan the three towns would form a Wastewater District and share the following infrastructure:

- Pumping Station at intersection of Route 134 and Route 28 in Dennis;
- Dual force mains from the intersection of Route 134 in Dennis to the Wastewater Treatment Facility (WWTF) at the Dennis DPW;
- WWTF at the Dennis DPW Site;
- Pumping Stations from the WWTF to effluent recharge locations;
- Force main from the WWTF to effluent recharge locations;
- Effluent recharge and permeable reactive barrier (PRB) at potential sites including Dennis Site 1 at the Dennis DPW, Bass River Golf Course in Yarmouth, HR-12 in Harwich, Dennis Site 2 off of Bob

Crowell Road, Dennis Pines Golf Course, parcels off of Hokum Rock Road in Dennis, and the Dennis Highlands Golf Course.

The costs associated with these shared facilities are likely to be distributed based on the wastewater flow from each town to the DHY WWTF. The average daily flow at the regional facility under buildout conditions is 5.4 million gallons per day (MGD). The flows and percent of responsibility for each town is listed below:

- Dennis: 1,500,000 gallons per day (28% of DHY WWTF)
- Harwich: 900,000 gallons per day (17% of DHY WWTF)
- Yarmouth: 3,000,000 gallons per day (56% of DHY WWTF)

In order to minimize capital and operating costs for the regional partners, the potential recharge locations identify sites closest to the proposed DHY WWTF location. This regional scenario proposes recharge sites located at the:

- DHY WWTF in Dennis;
- Bass River Golf Course in Yarmouth;
- Site HR-12 in Harwich; and
- Site No. 3 (northern section of Dennis Pines Golf Course), Site No. 4 (parcels north and south of Hokum Rock Road), and/or Site No. 5 (northern section of Highland Golf Course) in Dennis.

To date, only conceptual efforts have been performed towards the development of a wastewater district. Only a couple of meetings between the three towns have occurred but reactions to the cost savings and concept have been very positive. With the funding from this grant, the towns intend to further evaluate the concept of forming a community partnership and decide whether to formally develop a wastewater district between Dennis, Harwich and Yarmouth or as a minimum develop a detailed plan of action to achieve that goal.

One of the challenges of implementing programs of this magnitude involves obtaining community acceptance and approval through Town Meeting. Funds received from this grant would also be used to educate the local community on the wastewater problem in each town and the benefits of forming a wastewater district to solve this problem, save significant costs, and benefit the community as a whole.

See attached document "Community Partnership Evaluation: Cape Cod Commission Grant Letter Report" for more detail on the preliminary community partnership evaluation.

**Benefits - identify project benefits including efficiencies, cost savings, enhanced service delivery, and/or improved public access to local government services**

There are many benefits for the towns of Dennis, Harwich, and Yarmouth to develop a community partnership scenario to carry out their wastewater plans.

The sewer collection system within each town would continue to be designed, constructed, and operated by each individual town. A tri-town agreement or district would oversee the management of the shared infrastructure described previously. Advantages of wastewater community partnership for Dennis, Harwich, and Yarmouth include:

- Improving water quality and overall aesthetics on the Cape;
- Working with regulators to meet Total Maximum Daily Loads (TMDLs);
- Recharging effluent in beneficial locations (i.e., golf courses, washing stations);
- Operating and maintaining one treatment facility (versus three) resulting in reduced staffing requirements;
- Addressing potential future treatment of contaminants of emerging concern (CECs);
- Constructing sewers in commercial areas to promote economic growth; and
- Saving on design, construction, and maintenance costs of shared infrastructure (as shown in attached Table 1 in the memo "Advantages of Wastewater Community Partnership – Dennis, Harwich, and Yarmouth").

See attached document: "Community Partnership Evaluation: Cape Cod Commission Grant Letter Report" for more detailed information on the advantages identified in this memorandum.

**Cost Impact and Sustainability Plan - identify any new costs that will be incurred and how the costs will be paid for or offset, including ongoing operational costs. Describe how this new initiative will be self-sustaining within one year and financially viable for the long-term**

The main driver for forming a community partnership for wastewater between Dennis, Harwich, and Yarmouth is cost savings. Because each town will need to implement a wastewater program, the three towns are taking a proactive approach by planning to form a wastewater district in order to achieve significant cost savings in each town. Under this program, the three towns will save a collective 20% savings on capital costs and 40% savings on operation and maintenance costs. The conceptual cost estimates for each town are included in the attachment.

See attached document: "Community Partnership Evaluation: Cape Cod Commission Grant Letter Report" (Page 27) for the cost savings for each town should a community partnership approach be implemented.

**Measures of Success - what defines success for this project? Describe how the success of the project will be evaluated. Include expected measurable improvements in service delivery or efficiency**

The success of this project will be measured by the formation of a document or detailed action plan to form a regional wastewater district by the Deadline of May 1, 2018.

The formation of a district that will work independent of other town governmental organization will ensure the forward movement of the plans defined in each of the communities either Final or Draft Comprehensive Wastewater Management Plans (CWMPs). Currently the MassDEP and the Environmental Protection Agency (EPA) monitoring the actions by each community to move forward with implementing their programs. They and the CCC are all supportive of a community partnership approach.

**Project Budget - provide a detailed and realistic project budget estimate. Include breakdown of amount requested by activity/task**

CDM Smith, working with the three communities, has developed a scope of services and budget for this grant application that is based on their experience which resulted in the successful development of the MFN Regional Wastewater District in 2014. That District services the communities on Mansfield, Foxborough, and Norton, MA and was the first wastewater district to be formed in the Commonwealth in over 20 years.

See attached document "Scope of Work and Budget" requesting a total of \$185,000 in grant funding with a more detailed description of each task included in this effort.

**Project Timeline - provide a timeline for the proposed project. Note projects must be completed before or by May 1, 2018**

- Grant Award date ~ May 2017
- Subcommittee/Negotiation meetings held throughout the year
- Community meetings: June & November 2017
- Individual Town meetings: June 2017 and March 2018
- Draft agreement: January, 2018
- Written agreement: April, 2018

**Do you have any additional documents you would like to upload to support your application? Please enter the word "attachment" in the text box above and upload them here**

See attached meeting minutes from two recent community partnership meetings held between the Town Administrators and support staff for the development of a regional wastewater program.

See attached letters of support from Harwich and Yarmouth for the submission of this grant application.