SELECTMEN'S MEETING AGENDA

Griffin Room, Town Hall

Executive Session 6:00 P.M. Regular Meeting 6:30 P.M. Monday, August 22, 2016

I. CALL TO ORDER

II. <u>EXECUTIVE SESSION</u> - Pursuant to M.G.L. c. 30A, § 21(a)(3), to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the Board and the Chair declares so – Conservation position, and Pursuant to M.G.L. c. 30A, § 21(a)(3), to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the Board and the Chair declares so – Patrolmen's Union

III.

IV. PLEDGE OF ALLEGIANCE

V. WEEKLY BRIEFING

VI. PUBLIC COMMENT/ANNOUNCEMENTS

A. Introduce new Fire Department Chaplain, Father Marc Tremblay of Holy Trinity Church

VII. CONSENT AGENDA

- A. Approve Minutes
 - 1. July 11, 2016 Regular Session
 - 2. July 25, 2016 Executive Session
- B. Approve the Sales Contracts between Specialty Vehicles, Inc. and the Harwich Fire Department for the new emergency medical vehicle authorize the Chair to sign
- C. Accept monetary gifts to the Council on Aging Gift Account totaling \$930.00 and \$50.00 to be deposited in the Town Nurse Gift Account
- D. Approve the re-appointment of Dean Hederstedt as a member of the ZBA
- E. Confirm the appointments of Rich Larios and Ed McManus as Finance Committee's representative to the Capital Outlay Committee per the Harwich Home Rule Charter, Chapter 9, Section 5.1
- F. Confirm the appointment of James Atkinson as the Planning Board's representative to the Community Preservation Committee
- G. Approve proclamation request from the Cape & Islands Suicide Prevention Coalition and vote to sign
- H. Approve request by B.A. Event Promotions for a One-Day Entertainment License and a One-Day Special License for Wine and Malt on October 2, 2016, and to waive Town-wide Facilities Use Policy for the event
- I. Approve request by Amazing Grace for a One-Day Entertainment License for recorded music on September 10, 2016 (rain date is September 11, 2016) from 1:00 to 6:00 p.m.
- J. Approve the recommendation of the Town Administrator to approve the Eversource petition to install underground conduit to supply service to 52 Pleasant Bay Road
- K. Approve Caleb Chase Fund request in the amount of \$700 to be paid to Eversource.
- L. Approve Caleb Chase Fund request in the amount of \$700 to be paid to Eversource
- M. Approve Caleb Chase Fund request in the amount of \$197.96 to be paid to Eversource

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

IX. OLD BUSINESS

- A. Town Beach Fitzpatrick Property Dispute discussion & possible vote
- B. Cape Cod Municipal Health Group changes to the Joint Purchase Agreement *discussion* & possible vote
- C. Request by Real Estate and Open Space for Board of Selectmen to declare parcel available for disposition (4 Central Ave., Map 6B, Parcel L134) *discussion & possible vote*
- D. Real Estate and Open Space recommendation for the acquisition of the "Hawksnest Property" *discussion & possible vote*
- E. Award of design contract for Brooks Free Library Historic Preservation discussion & possible vote
- F. Wastewater Sub-committee financials for Harwich/Chatham IMA *discussion & possible vote*

X. NEW BUSINESS

- A. Year-end Budget Transfers discussion & possible vote
- B. Town Administrator's Self Evaluation discussion & possible vote
- C. Harwich Police Federation Union Contract discussion & possible vote
- D. Assistant Conservation Agent Job Description discussion & possible vote
- E. Intermunicipal Agreement between the Town (Golf Dept.) and Monomoy Regional School District to mow the fields *discussion & possible vote*
- F. Perk's Liquor/Entertainment License Violation Report discussion & possible vote to hold a Public Hearing

XI. TOWN ADMINISTRATOR'S REPORT

- A. Passport services at the Community Center letter of congratulations
- B. Public Beach Drone Regulation Opinion K&P
- D. Cape Cod Commission Road Safety Audit for Rte. 39 at Pleasant Bay Road
- E. Building Commissioner announcement
- F. Activation of Channel 22 update on status

XII. <u>SELECTMEN'S REPORT</u>

XIII. 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:		
<u> </u>	•	Town Clerk	
	Date:	August 18, 2016	
Sandy Robinson, Admin. Secretary		_	

MINUTES SELECTMEN'S MEETING GRIFFIN ROOM, TOWN HALL MONDAY, JULY 11, 2016 6:30 P.M.

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

OTHERS PRESENT: Town Administrator Christopher Clark, Chief Clarke, Deputy Chief LeBlanc, Barbara-Anne Foley, Jeremy Gingras, Anne Stewart, Carole Ridley, Allin Thompson, Leo Cakounes, and others.

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

PUBLIC COMMENT/ANNOUNCEMENTS

A. Presentation of donation of \$500 from the Dennis Harwich Lion's Club to the Harwich Fire Department

Sandy Fife, President of the Dennis Harwich Lion's Club, presented a plaque as well as a check for \$500 to Chief Clarke to use for new equipment at the Fire Department. Chief Clarke and Deputy Chief LeBlanc thanked Ms. Fife and the Lion's Club for their support of the Department.

CONSENT AGENDA

- A. Approve Minutes June 27, 2016 Executive Session
- B. Accept the donation of \$500 from the Dennis Harwich Lion's Club to the Harwich Fire Department
- C. Approve recommendation of the Selectmen's Interview/Nominations Subcommittee to appoint new members to fill current committee vacancies
- D. Confirm the appointment of Peter Stovich as a new Disposal Area Heavy Equipment Operator / Tractor-Trailer Driver for the Town of Harwich
- E. Approve the Highway Director's request to MassDOT to extend the acceleration lanes at the Harwich exits on Route 6 and authorize the Chair to sign letter

Ms. Kavanagh moved approval of the Consent Agenda. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

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

A. Public Hearing – Application for Transfer of Annual, All Alcoholic Beverages Package Store License from Harwich East Liquors to Portside Liquors and Pledge of said license

Attorney Michael J Heineman and applicant Zeina Metri appeared and turned in abutter notification cards. Ms. Kavanagh read the hearing notice into record. Attorney Heineman described the Metri's experience and background noting this will be their third package store in

Massachusetts with the other stores being in Pocasset and Pembroke. He said Mr. Kenney will be staying on as manager and there will be no change in operations. Mr. Hughes asked if they understand the Board's Pledge Policy language and Attorney Heineman responded that they do. With no one from the public appearing before the Board, Mr. MacAskill closed the hearing. Ms. Kavanagh moved to approve the transfer of the Annual, All Alcoholic Beverages Package Store License from Harwich East Liquors to Portside Liquors and Pledge of said license. Ms. Brown seconded the motion. Mr. Clark asked for clarification on the manager as the application indicates it would be Ms. Metri. Attorney Heineman clarified that Mr. Kenney would assist Ms. Metri who would be on-site manager regularly. The motion carried by a unanimous vote.

B. Overview of Pleasant Bay Alliance activities – Carole Ridley

Ms. Ridley provided the attached Power Point presentation. She and Mr. Thompson took questions from the Board.

OLD BUSINESS

A. Fitzpatrick Settlement Agreement compliance – discussion and possible vote

Mr. Clark outlined the attached maps and his memo below dated July 7, 2016:

Pursuant to Administration's acknowledgments to the Board of Selectmen, we have undertaken a review of the files relevant to the Beach Road issue. I have asked for review from our Conservation Administrator in terms of specifically item 6 which calls for a plan to address erosion control issues within the layout of Beach Road. The Conservation Administrator has commented on this topic and agrees that the work done today works towards preventing erosion in the easement area. I have also requested that the Town Surveyor provide some maps that show the property boundary lines as well as the high tide and low tide markings of not only Beach Road that the two adjoining town owned parcels. Lastly, I have requested that Kopelman and Paige, the town's current legal counsel, review the materials and comment and advise on this matter. This material is also attached. I will seek to provide a summary of the findings below and would direct any persons seeking additional information to review the extensive attached materials related to this matter.

In summary, it appears that during the laying out of this development back in the 1920s there was an intent to have the house lots defined and it was further the intent that a public beach be created as part of this overall development with access to the public beach coming in the form of Beach Road. The Town in the 1970s formally voted through Town Meeting an easement allowing the Town to cross and maintain for roadway purposes access to the public beaches. A critical item to remember in this circumstance is that a section of Beach Road is still owned to the centerline by the abutting property owners and the Town only achieved an easement over this property that limits the ability of the property owner to place structures that would prohibit access to the public beach. The property owners do have rights over their own property. Due to items of litigation, the Town and the Fitzpatricks did enter into a Settlement Agreement relevant to operations of this easement. This agreement is still operative today. The issue has emerged about access to town-owned property located on lots 36 and 37 adjacent to Beach Road. I have attached a plan that shows in fact this is Town of Harwich property but the plan

also shows the location of the low-water mark and the high water mark. These public beaches in general are accessible during mid to low water tides and are inaccessible during high tides. The public would be able to use these beaches during the accessible phases but would not if it necessitated trespassing onto private property in order to stay out of the water. I believe that the Settlement Agreement allows for access by residents in that area and to the general public (although no public parking is available in the area) to continue to have access to these public beaches that due to erosion have become a more limited nature. It is my general understanding that when a property is bounded by a high water mark or a low-water mark that boundary is dependent upon nature and whether the tidal influences create conditions of erosion or accretion.

It is my recommendation, due to the highly polarized nature of this issue that the Board of Selectmen continue to support and uphold the Settlement Agreement reached in 2013. Due to the vandalism resulting in the destruction of the erosion control measures, the Town may wish to consider reinstalling the erosion control measures. I would caution that any significant change to the easement may result in the necessity to renegotiate the Settlement Agreement as well as regulatory approval would need to be sought initially through the Conservation Commission to make any significant adjustments. Whereas, the Town only has easement over this property such changes beyond what has already been negotiated should be seriously considered.

Mr. Rendon and Ms. Usowski spoke on this issue as well. The Board took questions and comments from Mark McGowan, Mark Shankman and Dan Fitzpatrick.

Mr. Clark stated that if the Board wants we can look to see if there are areas we can put dredge materials in to allow for nourishment in those sections of the property in which the Town beach still exists. No action was taken other to allow the Town to reinstall the fence.

B. Request for a streetlight at Brooks Park – discussion and possible vote

The Board discussed the request for a streetlight at Brooks Park from a member of the Town Band who had safety concerns. Mr. Clark noted that the Town Engineer is working on a lighting plan for Brooks Park on the tennis court side by the trail and we can have him make some adjustments. He said lighting at the bandstand is not part of that project but we can put it on the radar for him to look at. He said he would send to the Town Engineer and Recreation Director. He recommended that it should be period lighting in keeping with the historic district. The Board agreed with Mr. Clark's recommendations. No vote was taken.

C. Request to look at environmental issues regarding W. Harwich – discussion and possible vote

The Board heard comments from Anne Stewart on her letter dated June 23, 2016 regarding West Harwich environmental issues. The Board also took comments from Leo Cakounes, Gail Macalara of 103 Route 28 and Mr. Berry of Route 28. Chairman MacAskill and Mr. Hughes recommended that the Health Agent review the material. Mr. Clark said he would get the DEP information as well as input from the Board of Health and bring this back to the Board.

D. Finalize the Town Planner Job Description – discussion and possible vote

Mr. Hughes moved to approve the job description for the Town Planner and move forward with the recruiting process. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

NEW BUSINESS

A. Support the Town of Chatham's request for legislation to clarify the U.S. Fish and Wildlife Service's claim of the open waters and seabed to the west of Monomoy National Wildlife Refuge – discussion and possible vote

Mr. Hughes moved to approve the request. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

B. Proposed Intermunicipal Agreement between the Town of Orleans and the Town of Harwich for adult day care program services – discussion and possible vote to authorize the Chair to sign

Mr. Hughes moved to enter into this Intermunicipal Agreement between the Town of Orleans and the Town of Harwich for adult day care program services and authorize the Chair to sign. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

C. Lease extension for Allen Harbor Marine Service for additional two years for boat storage on the Town's property at Allen Harbor – *discussion and possible vote*

Chairman MacAskill tabled this item and said it would be brought back when the Harbormaster has reviewed it.

D. Amend the Personnel By-Law for seasonal, hourly wage employees – *discussion and possible vote*

Ms. Kavanagh move to amend the Personnel By-Law for seasonal, hourly wage employees. Mr. Hughes seconded the motion and the motion carried by a unanimous vote.

E. Finance Director/Town Accountant Job Title – discussion and possible vote

Mr. Clark reported that the February 4, 2008 Executive Session minutes indicate that then Town Administrator, James Merriam, presented a contract for David Ryan to be Finance Director/Town Accountant. He said the Charter should have been changed to reflect that title. Mr. LaMantia said there are other housekeeping items that need to be attended to in the Charter as well. The consensus of the Board was that Mr. LaMantia, as liaison, should bring these items to the By-Law Charter Review Committee to vet the language changes.

TOWN ADMINISTRATOR'S REPORT

A. MEMA Incident Command System and overview training completion by Assistant Town Administrator Charleen Greenhalgh

Mr. Clark reported that Ms. Greenhalgh completed the above-referenced MEMA training.

Mr. Clark briefed the Board that the Town Engineer and Town Surveyor are seeking to move to the Albro House and this would help in making room for the new Conservation position. Chairman MacAskill said he would put on the agenda.

SELECTMEN'S REPORT

A. Board of Selectmen FY17 Goals and Objectives

Mr. MacAskill briefly reviewed the documents and ask each Board member to take two items. Mr. Clark expressed concern that the public has not had a chance to look at this and recommended that the Board not take action tonight. Ms. Brown recommended that housing be addressed in the goals as well.

ADJOURNMENT

Chairman MacAskill adjourned the meeting at 9:37 p.m.

Respectfully submitted,

Ann Steidel Recording Secretary



58 George Leven Drive North Attleboro, MA 02760

> Tel: 508•699•0616 Fax: 508•699•0977

Toll Free: 888 • 699 • 0616

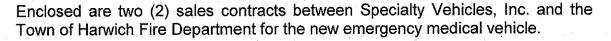
www.svine.com

Providing Superior Ambulance and Rescue Vehicles in New England

August 12, 2016

Chief Norman Clarke Harwich Fire Department 175 Sisson Road Harwich, MA 02645

Dear Chief Clarke:



Please read the contract, carefully. Sign, date and complete **both** copies in the appropriate place, on the last page. Send **both** copies back to Specialty Vehicles, Inc. Upon receipt, we will return one (1) completed copy to the Town of Harwich Fire Department for your records.

If you should have any questions pertaining to this matter, please contact our office at (888) 699-0616.

Sincerely,

Dawna Lewis

Dawna M. Lewis Office Manager

Enclosures





58 George Leven Drive North Attleboro, MA 02760

Tel: 508·699·0616

Fax: 508·699·0977

Toll Free: 888 • 699 • 0616

www.svine.com

Providing Superior Ambulance and Rescue Vehicles in New England

SUBMITTED TO:

BIDDER:

MANUFACTURER:

Chief Norman Clarke Harwich Fire Department 175 Sisson Road Harwich, MA 02645 Specialty Vehicles, Inc. 58 George Leven Drive North Attleboro, MA 02760 Sales Rep: Mark Hooper

Life Line Emergency Vehicles 1 Life Line Drive Sumner, IA 50674

DESCRIPTION OF VEHICLE:

DATE: August 12, 2016

2016 Ford F550 4x4 Superduty custom built Life Line "Superliner" Type I-AD, Class I Emergency Medical Vehicle.

PRICING BREAKDOWN:

 Base Cost of Vehicle:
 \$ 174,604.00

 Selected Options:
 \$ 125,112.00

 Subtotal:
 \$ 299,716.00

LESS Ford FIN Concession: (\$ 3,200.00)
LESS Pre-Payment Option: (\$ 2,000.00)
LESS Trade-In Allowance 2010 Ford E450 Life Line 3-AD Ambulance: (\$ 9,000.00)

TOTAL DELIVERED PRICE LESS APPLICABLE DISCOUNTS: \$ 285,516.00

DELIVERY / TERMS & CONDITIONS:

Delivery lead-time shall be 120-150 calendar days after receipt of chassis, approved work order / drawings and signed sales contract between Specialty Vehicles, Inc. and the Town of Harwich Fire Department; whichever occurs later.

Terms: Net cash due upon delivery and acceptance. No Federal, State or Local Taxes are included.

Thank you for the opportunity to submit our proposal. If you have any questions please feel free to contact me at (888) 699-0616.

Respectfully Submitted,

Mark C. Hooper

Mark C. Hooper President





58 George Leven Drive North Attleboro, MA 02760

> Tel: 508 • 699 • 0616 Fax: 508 • 699 • 0977

Toll Free: 888 • 699 • 0616

www.svine.com

Providing Superior Ambulance and Rescue Vehicles in New England

SALES CONTRACT

AGREEMENT

This agreement is between Specialty Vehicles, Inc. ("Specialty"), 58 George Leven Drive, North Attleboro, MA 02760, a Massachusetts Corporation and

Department: Harwich Fire Department

Street Address: 175 Sisson Road

City, State ZIP: Harwich, MA 02645

Hereafter known as "Buyer," in accordance with the conditions contained below and the attached specifications, including any addenda, all of which are made part of this agreement. This agreement will not be effective until and unless it is accepted in writing by Specialty, as evidenced by an authorized signature below. This agreement is made pursuant to Specialty's Contract for Goods and Services with the Metropolitan Area Planning Council ("MAPC") effective December 31, 2016 (hereinafter the "MAPC Contract"). Any terms or conditions contained in this agreement which are inconsistent with the terms of the MAPC Contract are superseded by the MAPC Contract's terms and conditions.

Specialty agrees to sell and Buyer agrees to purchase the goods described in the attached specifications and / or bid proposal (revised) dated *August 12, 2016* and any attached addenda to those specifications. In any instance where Specialty's specifications and Buyer's specifications are in conflict, Specialty's specifications shall apply.

SALES PRICE

PRICE QTY.	MODEL PRICE
(1)	2016 Ford F550 4x4 Superduty custom built \$ 174,604.00
	Life Line "Superliner" Type I-AD, Class I Emergency Medical Vehicle
	Selected Options \$ 125,112.00
	\$ 299,716.00
OTHER / DESC	RIPTION

LESS Ford FIN Concession	(\$	3,200.00)
LESS Pre-Payment Option	- (\$	2,000.00)
LESS Trade-In Allowance 2010 Ford E450 Life Line Type 3-AD Ambulance	(\$	9,000.00)

FINAL PRICE \$ 285,516.00

This final price may be increased or decreased by written change orders signed by authorized representatives of Specialty and Buyer ("duly authorized change orders"). The final price set forth above is exclusive of any required taxes or fees. Any certificates regarding Buyer's tax status or liability must be duly signed by the proper authority and must be in a form acceptable to Specialty.

PAYMENT

"Payment in full" means receipt by Specialty of funds (in United States currency) in the amount of the final price, as adjusted by any duly authorized change orders and any agreed upon holdbacks, plus all required taxes or fees. Payments made to

Specialty must be in the form of a money order, certified check, bank check, town check, or company check. Specialty will not accept personal checks. In the event of payment by check (other than a certified or bank check), payment in full is not complete until all funds have been deposited in and credited to Specialty's bank account(s).

No payments shall be made to any Specialty sales representative except on presentation, in writing, of an express power of attorney, executed by an officer of Specialty, authorizing payment to the sales representative on behalf of Specialty.

DELIVERY

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Delivery lead-time is 120-150 calendar days after receipt of chassis, approved work order / drawings and signed sales contract, whichever occurs later in no event shall Specialty be liable for damages arising from its fallure to make delivery by the final delivery date because of fire, flood, strikes, riot, accidents, Acts of God, supplier delays, or any circumstances or other causes beyond Specialty's control. Specialty will not be required to make delivery to Buyer unless and until it has received payment in full from Buyer. Specialty will deliver ownership documents within three business days when full payment is received.

LATE PAYMENT

If Buyer has not made payment in full to Specialty on / by the final delivery date, the final price shall be subject to daily interest at a rate of 12 percent per year. The adjusted final price will equal the final price set forth above multiplied by: one, plus the product of (a) the number of calendar days after the final delivery date that payment in full is made to Specialty and (b) 0.0003287 (reflecting daily interest at a rate of 12 percent per year). Further, if Buyer has not made payment in full to Specialty by the final delivery date. Specialty shall have the option, in its sole discretion, of selling the vehicle(s) to another buyer and seeking from Buyer any and all damages, including without limitation lost profits and consequential damages.

DELIVERY BEFORE PAYMENT IN FULL

At its sole option and in its sole discretion, Specialty may deliver the vehicles to Buyer before Specialty receives payment in full. In that event, all of the foregoing provisions with respect to late payment shall apply. Under no circumstances will the vehicle(s) be placed into service until payment in full has been received by Specialty. Specialty is hereby granted a purchase money security interest in the vehicle and shall retain all rights of an unpaid seller and a secured party under the Uniform Commercial Code until Specialty has received payment in full.

MULTIPLE VEHICLES

If this agreement is for the sale of more than one vehicle, all of which are identical, the final price for each vehicle shall equal the final price set forth above divided by the number of vehicles to be sold. It is the intent of the parties that the sale of each such vehicle shall be treated as a separate transaction under this agreement, with all of the terms of this agreement applying to each separate transaction.

WARRANTIES

Specialty will assign and pass through to Buyer the standard Warranties from Life Line Emergency Vehicles as previously submitted in our bid proposal package and Ford (chassis), respectively, applicable to the vehicle. All claims for Life Line warranty work shall be submitted and authorized through Specialty. All warranties regarding the Ford (chassis) shall be covered through an authorized Ford dealer through Ford Motor Company.

INSPECTION

Buyer agrees to inspect the completed vehicle(s) at a location determined by Specialty and Buyer within three business days after notice from Specialty that the vehicle(s) is/are ready for delivery. Within three business days of inspection, Buyer must give written notice to Specialty of any defects or nonconforming goods. The vehicle shall be deemed accepted if Buyer fails to give such notice. Buyer expressly waives any other rights it may have to revoke acceptance.

GOVERNING LAW

This agreement shall be construed, interpreted, and enforced under the laws of the State of Massachusetts, regardless of any rules regarding choice of law. Buyer agrees that any legal action under this agreement shall be brought in Massachusetts.

AMENDMENT

No modification, alteration, addition, or change in the terms of this agreement shall be binding on either party unless reduced to writing and executed by duly authorized representatives of Specialty and Buyer.

CONSEQUENTIAL DAMAGES

Specialty expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including without limitation those arising from the use, inability to use, maintenance, or repair of the vehicle(s).

CANCELLATION

This agreement is subject to cancellation by Buyer only upon payment to Specialty of a reasonable cancellation charge, which Specialty shall calculate based on expenses and obligations it already incurred and its anticipated profit. The cancellation charge shall be determined in Specialty's discretion, but shall not exceed its out of pocket losses or its anticipated profit, whichever is greater.

SEVERABILITY

To the extent any provision of this agreement is found unenforceable for any reason all other terms shall remain enforceable to the greatest possible extent.

ENTIRE AGREEMENT

This agreement shall cancel and supersede any and all prior agreements, understandings, arrangements, promises, representations, warranties, and/or contracts of any form or nature whatsoever, whether oral or in writing and whether express or implied, as to the subject matter hereof. Neither of the parties hereto has relied upon any oral representations given to it by any representative of the other party. This agreement represents a complete and exclusive statement of terms of the transaction between Buyer and Specialty.

AUTHORIZATION

IN WITNESS WHEREOF, the Company and the Buyer have caused this agreement to be executed by their duly authorized representatives as of the date set forth below.

BUYE	R				SELLER		
14 TO					SPECIALT	Y VEHICLES,	INC
Name							
Ву					Ву		
Title					Title		
Date		1.45		. Similar	Date		



Council 508-430-7550 Outreach 508-430-7551

August 1, 2016

Board of Selectmen Chairman 732 Main Street Harwich, MA 02645

Dear Mr. Chairman;

Please accept as gifts to the Council on Aging Gift Account #14085004 donations totaling \$930.00 deposited with the Town Treasurer. All thank you notes have been sent.

Also please accept the gift of \$50.00 to the Town Nurse Gift Account #15125104 deposited with the Town Treasurer. This donation was made in memory of Arvid Groswald. A thank you note has been sent.

Sincerely,

Barbara-Anne Foley Harwich COA Director August 3, 2016

Town of Harwich

Attn.: Anita Doucette, Town Clerk

732 Main Street

Harwich, MA 02645



Re: Finance Committee Members Appointed to Capital Outlay Committee

Dear Ms. Doucette,

At a meeting duly noticed and held on June 9, 2016, the Harwich Finance Committee voted unanimously to appoint Richard Larios and Edward McManus to the Harwich Capital Outlay Committee, as per Chapter 9, Section 5.1 of the Town Charter.

It is my understanding that Mr. Larios has been sworn in for his role on the Capital Outlay Committee. As of this date, Mr. McManus still needs to do so.

Respectfully,

Jack E. Brown

Chair, Harwich Finance Committee

cc: Richard Larios

10 Whelan Rd

Harwich, MA 02645-1374

Edward McManus

41 Parallel Street

Harwich, MA 02645



PLANNING BOARD • 732 Main Street, Harwich, MA 02645

ph: 508-430-7511 fax: 508-430-4703



MEMO

To:

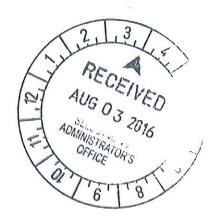
Board of Selectmen

From: Elaine Banta, Planning Assistant

Date: August 3, 2016

RE:

Planning Board Appointments



At a regularly scheduled meeting held on Tuesday, July 26, 2016, the Planning Board voted to re-appoint James P. Atkinson to serve as the Planning Board representative to the Community Preservation Committee (CPC).



August 2, 2016

Chairman Michael D. MacAskill Harwich Town Hall 732 Main Street Harwich, MA 02645



P.O. Box 119
Barnstable, MA 02630

Dear Chairman MacAskill:

Each year, we lose more than 30 Cape & Island residents to suicide. And for each of these suicide deaths, it is estimated that at least 6 additional people are profoundly affected by that loss—and more than 40 people affected by the loss. Suicide is a public health issue in our communities; and it is preventable.

In recognition of National Suicide Prevention Month, the Cape & Islands Suicide Prevention Coalition is once again seeking to have the week of September 5-11th named "Suicide Prevention Week" in all of the Cape and Islands towns.

We aim to recognize this painful and often hidden part our communities, to demonstrate our commitment to suicide prevention, and to send a message of hope to those struggling, grieving, or affected in any way by suicide. We know that by decreasing the stigma that surrounds suicide, we increase the likelihood that someone will reach out for help.

Please accept this proclamation request for the selectman's agenda for an early September or late August meeting (Sample proclamation wording is attached) I appreciate your consideration of this request, and look forward to hearing from you.

The proclamation can be emailed to me at suicideprevention@capecoalition.com or mailed to me at: Cape and Islands Suicide Prevention Coalition, P.O. Box 119, Barnstable, MA 02630

Warm Regards,

Joan McDonald

Office and Training Coordinator

Cape & Islands Suicide Prevention Coalition



PROCLAMATION SUICIDE PREVENTION WEEK

WHEREAS, in the United States, one person dies by suicide every 12.3 minutes and 117 people die by suicide each day; and

WHEREAS, 22 veterans die by suicide each day; and

WHEREAS, suicide is the second leading cause of death for Massachusetts residents ages 15-44 and the suicide rate on the Cape and Islands is 1.4 times higher than the State average; and

WHEREAS, suicide is a tragic and disruptive event for families and communities ~ it is estimated that annually, there are 6.3 million suicide loss survivors who have lost a loved one to suicide; and

WHEREAS, suicide is a public health issue and a community concern, and through increased education and awareness of the issue a great number of suicides can be prevented;

THEREFORE, we do hereby officially designate the week of September 5 - 11, 2016 as "SUICIDE PREVENTION WEEK" in Harwich, MA.

August 7, 2016

B. A. Event Promotions
P.O. Box 2184
Hyannis, Massachusetts 02601

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



Dear Chairman MacAskill:

B. A. Event Promotions, a Massachusetts for-profit sole proprietorship and event director of the 8th annual Harwich Cranberry Harvest Half Marathon and 10-Kilometer Road Races to be held in Harwich on Sunday, October 2nd, at mid-day, as approved by the Board at its January 25, 2016 meeting, hereby requests a waiver of the Board's Town-wide Facilities Use Policy adopted by the Board on Monday, March 26th, 2001. That policy limits use of town facilities to 501(3)c organizations.

Specifically, we request permission to hold the post race festivities in the parking lot of Centro-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 to use the ball field parking lot, under very strict conditions, from the Chatham-Harwich Little League, which leases the property from the Town. In return, B. A. Event Promotions will donate \$2,000 to the Chatham-Harwich Little League.

Over the course of the several years that these races have been held in Harwich, B. A. Event Promotions has donated thousands of dollars to local nonprofit organizations who have supplied volunteer workers at the races, as it does at the two Hyannis-based races that comprise the first two-legs of the Cape Cod Half Marathon and 10K Trilogies. Among the local recipients have been the student Darfur group at the high school, the girls' high school cross country team, Harwich Conservation Trust, and a trinity school parents group. Thus, whereas B. A. Event Promotions is not a 501(3)c corporation, it generously supports numerous local non profits with proceeds from the races.

We also seek a one-day license to serve beer and wine in a completely fenced-in corral in that parking lot. Admission to the beer and wine serving area would require a photo ID be presented

to a monitor on duty, perhaps a police officer. Consumption of those beverages would be confined to the interior of the corral. B. A. Event Promotions has considerable experience with this kind of arrangement at the American Legion Marsh Post on the Charles River in Cambridge, where it hosts "Let's Run and Have Some Fun" races on Thursday evenings in the summer. Control is not a problem. The beer service would not be free, but would be low-cost.

Inside the fence there would also be water, soft drinks, and food, for which a one-day food serving license will also be obtained. A live band would be positioned inside the fenced in corral with its back to Oak Street and speakers /amplifiers would be faced inward toward the ball field. Permission to have live music will also be sought. Neighboring residents will be invited to join the post-race party, which will run from not earlier that 12:45 PM to 4:00 PM.

The basic objective is to stage an enjoyable post-race party, because that is one of the most important amenities that attract runners to races. Others are the scenic quality of the course, which in Harwich is second to none; monetary prizes to overall winners, and age group awards; T-shirts, caps, mugs; how well the race is organized and directed; water and/or Gatorade stops along the course; and rest room facilities. On the first weekend in October, the Harwich races are competing against about two dozen races on both Saturday and Sunday in Massachusetts alone, so having attractive amenities is essential to draw a goodly number of runners.

In the past, we have tried to hold post race parties at various commercial venues in Harwich Center and Harwich Port, all of which are fine places to party. But because of the start time of the race and the fact many of the runners come from off Cape, when the race and the awards ceremony are over at about 2:30 PM, when runners get in their cars, they're gone --- back to South Shore or Boston Metro area. Having a party on the premises, right near the finish line, should keep the runners here for a while after the race.

Please be advised that some of the aforementioned Harwich non profits are also involved in other events of B.A. Event Promotions in Hyannis, MA in February and May each year and have recieved needed funding for its programs via involvement in these events out of Harwich, MA

Yours Truly,

Paul Collyer

Race Director

Cc: Chris Clark, Town Administrator



OFFICE OF THE SELECTMEN 732 MAIN STREET HARWICH, MA 02645 508-430-7513

APPLICATION FOR ENTERTAINMENT	LICENSE
Weekday Entertainment (\$75) 1 day (\$25) Batters Box (\$50) Go Carts (\$50) Miniature Golf (\$50) Trampolines (\$25) Theater (\$150 per cinema) Automatic Amusement: Juke Box (\$100 each) Video Games (\$100 each)	New application Renewal Annual Seasonal Opening Date
Business Name B, A, EVINT Promotions Business Address P.O. BOX 2184 Hyann/S,	Phone 6/7-283-32 MASS, 0260/
HUMBLIS MACC	717,001 07
Widning Address 1	
Owners Name & Address MU CO LAR	
Email Address barveh to @ qoli Com	
Managers Name & Address	
TIMES AND DAYS OF WEEK FOR ENTERTAINMENT (Please cover Sundays. You can obtain a Sunday license application 10-2-16 12:30-4:00 pm ENTERTAINMENT TYPE: (Check all appropriate boxes)	~ ~
Concert Dance Exhibition Cabaret Dancing by Patrons	Public ShowOther
Dancing by Entertainers or Performers	(a)
Recorded or Live Music	RECEIVED
Use of Amplification System	AUG 0 4 2016
Theatrical Exhibit, Play or Moving Picture Show	SELECTIMEN SELECTIMENT SELECTIONS
A Floor Show of Any Description	ADMINIOFFICE CO
A Light Show of Any Description	gilia
Any Other Dynamic Audio or Visual Show, Whether Live or	Recorded

	ny manner or attire as to expose to the public view any . General Laws Chapter 140, Section 183A, Para. 3.			
	Yes No			
If Yes, answer questions 1 through 4 be	ow. Attach a separate sheet and/or exhibits if necessary:			
	tent of exposure during the performance and the nature of			
Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment:				
	take to prevent any adverse effects on public safety,			
4. Identify whether an how you will	egulate access by minors to the premises:			
Days/Hours of Business Operation	:30PM-4:00PM			
	R, I certify under the penalties of perjury that I, to the best of my returns, and have paid all State taxes under the law.			
1 MAN boller	10-0005205			
Signature of applicant & title	Social Security # or Federal I.D. #			
Signature of individual or corporate name	Social Security # or Federal I.D. #			
Signature of Manager	Social Security # or Federal I.D. #			
Signature of Partner	Social Security # or Federal I.D. #			
The premises to be licensed as described h	CORY COMPLIANCE FORM Perein have been inspected and found to be in compliance with any zoning ordinances, health regulations & building & fire code.			
Building Commissioner Boar	of Health Fire Department ents:			
Police Department				

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be

Required signatures to be obtained by the applicant prior to submission of new applications.

7/29/16

To Whomit May concern;
This is for live band to perform on 10/2/16@
Monomy Regional Hish School held@ Harwich Granberry
Harvort Half Marathan + 10Km.

Application of the control of the cont

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The second of th

The band will be performing under a fort on the little leasure leased arig in front of field and on DAK Street

and the second of the second o

and the second s

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



To whom it 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 October 1, 2016 for setup and October 2, 2016 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,
David R Poitras, Co-President
Harwich Baseball Inc.
D/B/A Harwich-Chatham Litte League



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.

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:

JURISTICTION	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



ALCOHOLIC BEYERAGES CONTROL COMMISSION MOST FREQUENTLY ASKED QUESTIONS

whatsoever shall be granted, in the aggregate, more than five! such licenses in the commonwealth, or be granted more than one such license in a town or two in a city."

c. "Special License" under Section 14

A "Special License" to pour liquor at an indoor or outdoor activity or enterprise may be issued to the responsible manager of any indoor or outdoor activity or enterprise. Such a license is issued by the LLA in the city or town in which the activity or enterprise will be conducted. This type of license may be issued only to a natural person, although this natural person may be a person acting on behalf of a corporation, partnership, or other entity. No person may be granted such licenses permitting sales on an aggregate of more than 30 days in any calendar year. No special license, with only one very limited exception (i.e. a special license for a dining hall maintained by an incorporated educational institution authorized to grant degrees) shall permit sales on more than 30 days. A special license for a municipal golf course may permit sales on an aggregate of not more than 245 days in any calendar year, in or from any municipally owned building that is operated in conjunction with an 18-hole regulation golf course.

i. Special License under Section 14 for All Alcoholic Beverages

Special licenses for the sale of all alcoholic beverages, wine, or malt beverages, or any of these beverages, may be issued by the local licensing authorities only to a person at least twenty-one years of age acting on behalf of a nonprofit organization. No other person may be issued a special license to sell all alcoholic beverages.



ii. Special License under Section 14 for Wine and/or Malt Beverages, or Both

Special licenses for the sale of wine, malt beverages, or both, may be issued by the local licensing authorities to any person. This type of special license may be issued to a person at least twenty-one years of age who is conducting an activity or enterprise for profit. No special license under Section 14 shall be granted to any person while his or her application for an annual and or a seasonal license under Section 12 is pending before the licensing authorities.

9. Are license applicants barred from holding a liquor license if they have been convicted of a crime?

Yes. An on-premises license (which includes the categories of restaurants, hotels, bars, taverns and clubs) may not be issued to a person "who has been convicted of a violation of a federal or state narcotic drug law."

An off-premises license (package store) may not be issued "to any applicant who has been convicted of a felony."

¹ As of January 1, 2016, this maximum number of licenses increases from five to seven, and as of January 1, 2020, the maximum number of licenses increases from seven to nine.



OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
508-430-7513

APPLICATION FOR ENTERTAINMENT LICENSE

	Weekday Entertainment (\$75) 1 day (\$25) Batters Box (\$50) Go Carts (\$50) Miniature Golf (\$50) Trampolines (\$25) Theater (\$150 per cinema) Automatic Amusement: Juke Box (\$100 each) Video Games (\$100 each) One application Renewal Annual Seasonal Opening Date Opening Date
	Business Name Amazing Grace Phone 617-690-9533 Business Address 5 Parallel St Harrich MA 02045 Mailing Address Same
	Owners Name & Address
	Email Address
	Managers Name & Address Lisa GRace - 5 Parallel St
	TIMES AND DAYS OF WEEK FOR ENTERTAINMENT (Please note this application does not cover Sundays. You can obtain a Sunday license application at the Selectmen's Office):
25.	the Saturday 9/10/16 1p-6pm.
*Alle	ENTERTAINMENT TYPE: (Check all appropriate boxes)
	ConcertDanceExhibitionCabaretPublic ShowOther
	Dancing by Patrons
	Dancing by Entertainers or Performers
	Recorded or Live Music Use of Amplification System
	Recorded or Live Music Use of Amplification System Theatrical Exhibit, Play or Moving Picture Show
	Theatrical Exhibit, Play or Moving Picture Show
	A Floor Show of Any Description
	A Light Show of Any Description
	Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

permitted to appear on the premises in any ma	on, cabaret or public show, will any person(s) be anner or attire as to expose to the public view any eral Laws Chapter 140, Section 183A, Para. 3.				
Yes	<u>X</u> No				
If Yes, answer questions 1 through 4 below. A	Attach a separate sheet and/or exhibits if necessary:				
Describe in complete detail the extent of the entertainment:	of exposure during the performance and the nature o				
	ng the condition of the premises and how they are				
•	3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order:				
Identify whether an how you will regulat	e access by minors to the premises:				
Days/Hours of Business Operation Source Pursuant to MGL, Chapter 62C, Section 49A, I cer knowledge and belief, have filed all State tax return	tify under the penalties of perjury that I, to the best of my				
Signature of applicant & title	Social Security # or Federal I.D. #				
Signature of individual or corporate name	Social Security # or Federal I.D. #				
Signature of Manager	Social Security # or Federal I.D. #				
Signature of Partner	Social Security # or Federal I.D. #				
The premises to be licensed as described herein h	ave been inspected and found to be in compliance with ing ordinances, health regulations & building & fire codes with the code of the code				

Required signatures to be obtained by the applicant prior to submission of new applications.

Phone (508) 430-7513 Fax (508) 432-5039 TOWN OF THE PROPERTY OF THE PR

Christopher Clark, Town Administrator

732 MAIN STREET, HARWICH, MA 02645

MEMO

TO:

Board of Selectmen

FROM:

Christopher Clark, Town Administrator

RE:

Utility Hearing – 52 Pleasant Bay Road

DATE:

August 15, 2016

On Monday, August 15, 2016 a Utility Hearing was held per the request of Eversource Energy. The request was to install approximately 40' of conduit and cable underground to provide service to 52 Pleasant Bay Road. There were no abutters present, however, one abutter came in to hear what was being done after the hearing was closed. I explained the process to her and she was satisfied with my explanation. Therefore, I recommend that the Board approve the Eversource petition.

MINUTES
Utility Hearing
52 Pleasant Bay Road
Monday, August 15, 2016
Town Hall Library
10:00 A.M.

Those present included: Annemarie Walsh, Community Relations Representative – Eversource Energy, Christopher Clark, Town Administrator, Sandra Robinson, Administrative Secretary

Mr. Clark opened the hearing at 10:00 a.m. and read the hearing notice. Ms. Walsh explained that this is a petition to install 40' of conduit under the Town road to supply service to 52 Pleasant Bay Road.

No abutters attended the Hearing.

Mr. Clark closed the hearing at 10:10 a.m.

Following the Hearing an abutter stopped by to inquire about the Hearing – she had gone to the wrong location. She was concerned that the utility company would be digging into her yard as she is an abutter. Mr. Clark explained the process to her to let her know that Eversource would be limited to the Town right-of-way and that any work done on the owner's property would have to be noticed by Eversource and that the matter would be between the owner and the company. She said that she received the answer to her question.

Submitted by:

Sandra Robinson, Administrative Secretary

PETITION FOR UNDERGROUND CABLE AND CONDUIT LOCATIONS WO#2145783

Barnstable, Massachusetts

July 15, 2016

To the Board of Selectmen for the Town of Harwich, Massachusetts.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

request permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

Pleasant Bay Rd, Harwich To install 40' of conduit and cable.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 103923 Dated July 02, 2016.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

y____

Right of Way Agent Jessica S. Elder

TOWN OF HARWICH NOTICE OF PUBLIC HEARING August 15, 2016

Pursuant to M.G.L. Ch. 166, § 22, the Town Administrator will hold a Public Hearing at 10:00 AM on Monday, August 15, 2016 in the Library at Harwich Town Hall, 732 Main Street, Harwich, MA in reference to the following matter:

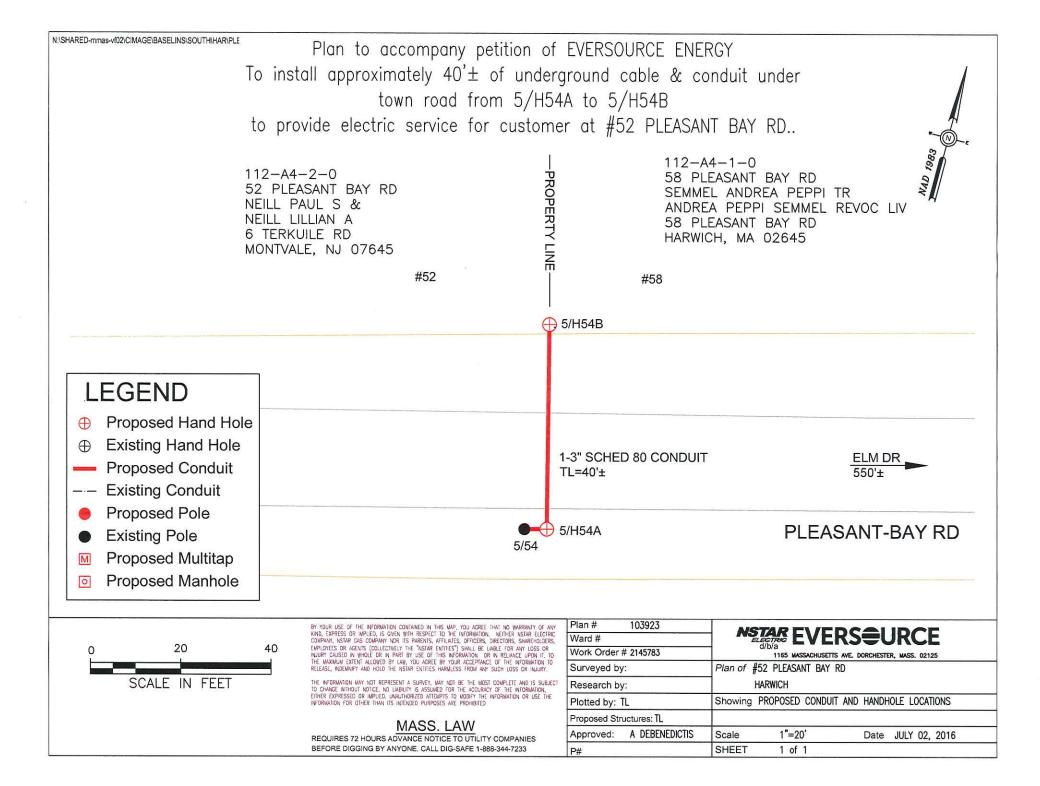
A petition by NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way:

52 Pleasant Bay Road To install approximately 40' of conduit and cable.

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Christopher Clark Town Administrator

Cape Cod Chronicle July 28, 2016



Sandy Robinson

From:

Christopher Clark

Sent:

Monday, August 15, 2016 4:27 PM

To:

Michael MacAskill

Cc:

Phughes41@comcast.net; Julie Kavanaugh; Aslcape@comcast.net; Jannell Brown;

Charleen Greenhalgh; Ann Steidel; Sandy Robinson; John Giorgio; Alex Weisheit

Subject:

Fitzpatrick property dispute Kopelman and Paige opinion

Attachments:

HARW Fitzpatrick Beach Dispute.pdf

Michael,

Pursuant to your request, I have attached the Kopelman and Paige opinion as it relates to Mr. Fitzpatrick's dispute regarding town owned property adjacent to his property bound. I do plan on using the opinion as the basis of my report to the Selectmen at the meeting of August 22, 2016. I did receive a call prior to my vacation from one of the residents that has requested the Board of Selectmen nourish the publicly owned property known as public beach 22. I informed the resident that the recommendation of the anticipated to be presented at the meeting of August 22, 2016. I believe that Mr. Fitzpatrick is also aware of the pending decision from the town attorney.

Chris

Christopher Clark
Town Administrator
Town of Harwich
732 Main Street
Harwich, MA 02645
Tel. 508.430.7513
Fax.508.432.5039
cclark@town.harwich.ma.us



101 Arch Street, Boston, MA 02110 Tel: 617.556.0007 | Fax: 617.654.1735

www.k-plaw.com

August 11, 2016

Hon. Michael D. MacAskill and Members of the Board of Selectmen Harwich Town Hall 732 Main Street Harwich, MA 02645



A. Alexander Weisheit aweisheit@k-plaw.com

Re: Town Beach - Fitzpatrick Property Dispute

Dear Members of the Board of Selectmen:

You have requested an opinion regarding whether the Town of Harwich (the "Town") maintains an ownership interest in the portion of Lot 36 (the "Town Beach") adjacent to Lot 4 (the "Fitzpatrick Property") from the subdivision plan filed with the Barnstable County Land Registration Office on August 8, 1923 (the "Plan"). A copy of the Plan is attached hereto as Exhibit A. You have also requested an opinion regarding whether the Town may undertake a beach renourishment project to restore the portion of the Town Beach which is under water at high tide. You have informed me that a portion, if not all, of the Town Beach is submerged at high tide, but some, if not all, of the Town Beach is above water at low tide. In my opinion, the Town maintains an ownership interest in the portion of the Town Beach which is above water at low tide. In my further opinion, the Town may undertake a beach renourishment project to restore the eroded portions of the Town Beach.

The Fitzpatrick Property and the Town Beach are registered lots bounded by the boundaries established by the Plan. The most recent deed for the Fitzpatrick Property defines its southern boundary as Lot 36. A copy of the Fitzpatrick deed is attached hereto as Exhibit B. The deed for the Town Beach defines its southern boundary as "Nantucket Sound." A copy of the deed for the Town Beach is attached hereto as Exhibit C. As such, it is my opinion that the Town—and not the Fitzpatricks—is a littoral property owner because the Town Beach is bounded to the south by the ocean. "Absent clear intent to the contrary, we will presume that littoral properties contain fixed landward boundaries." White v. Hartigan, 464 Mass. 400, 410 (2013). In this case, it is my opinion that the upland boundary of the Town Beach extends to the southern property line of the Fitzpatrick lot. See Exhibit A.

When a beach completely erodes to the point of ceasing to exist, a littoral owner will lose their ownership interest in the beach. See White, 464 Mass. at 407-408 (citing Lorusso v. Acapesket Improvement Ass'n, 408 Mass. 772, 781-782 (1990). Although not explicitly defined in the White decision, it is my opinion that the Supreme Judicial Court implicitly held that in order for a littoral property to completely erode to the point of ceasing to exist, the water line must move and remain



Hon. Michael D. MacAskill and Members of the Board of Selectmen August 11, 2016 Page 2

beyond the fixed upland boundary of the beach at all times, including low tide. In White, the Court stated:

A littoral property thus contains a moveable shoreline boundary, <u>but its other boundaries</u> <u>ordinarily are fixed</u>. Under this doctrine, the Nortons have no interest in the beach as it is presently located, <u>because the beach has eroded beyond the landward boundary set forth in the deed</u> that created their predecessors' title interest in the beach. (Emphasis added).

In the instant matter, the Town Beach upland property line is defined by the Plan as the southern boundary of the Fitzpatrick Property. Littoral property ownership includes ownership to the tidal flats (i.e., the area between the high and low water lines attached to the upland property). See Pazolt v. Director of the Div. of Marine Fisheries, 417 Mass. 565, 570 (1994)(holding that unless explicitly severed, the owners of upland own their property to the low water mark and title to the flats is presumed to follow that of the upland to which they are attached.). "It has long been established that, in the absence of a contrary intention, words in a deed such as 'westerly by Wild Harbor,' or words of similar import, convey title to the low water mark." Michaelson v. Silver Beach Improv. Assoc., 342 Mass. 251, 260-261 (1961). Here, the Town Beach is bounded to the south by "Nantucket Sound." Accordingly, it is my opinion that if part of the Town Beach remains above water at low tide, the Town maintains its ownership interest in that portion of the beach.

It is my understanding that on May 6, 2013, Margaret and Daniel Fitzpatrick and the Harwich Board of Selectmen signed a settlement agreement (the "Agreement") regarding the use of Beach Road. Clause 5 of the Agreement states:

The Town will amend its pending Chapter 91 license application and accompanying plans for the proposed beach nourishment (DEP File No. SE32-2028) to eliminate the request to be granted a license for the placement of dredged materials seaward of the Fitzpatrick Property.

In my opinion, the language of the Agreement prohibits the Town from placing dredged materials seaward of the Fitzpatrick Property in connection with the DEP File No. SE32-2028 Project only. In my further opinion, the aforementioned clause from the Agreement does not limit the Town from pursuing future renourishment projects separate from the DEP File No. SE32-2028 Project. "A littoral owner may build on or fill his own land pursuant to a [Chapter 91] license from the Commonwealth." Brown v. Commonwealth, 23 LCR 194, n. 12 (Mass. Land Ct. 2015). As the littoral owner of the Town Beach, it is my opinion that the Town may pursue future beach renourishment projects in the area subject to all applicable Chapter 91 and Wetland Protection Act permitting requirements.



Hon. Michael D. MacAskill and Members of the Board of Selectmen August 11, 2016 Page 3

Should you have any more questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

A. Alexander Weisheit

alex Weiskeit

AAW/smm

Enc.

cc:

Town Administrator

561476/HARW/0001

EXHIBIT A

Subdivision of Land shown on plan filed with Gart, of Title No. 288 Registry District of Barnsteble County

LAND IN HARWICH

Scale 60 feet to an Inch

JUNE, 1923.

5265B Sheet 1.

Morse & Chase, Engineers,

Thompson Mary Carllon S. Francis 33 × 35 V Q. 400 108.63 ROAD Alonzo F. Chase 37

(See Sheet 2)

Separate certificates of title may be issued for the numbered Lots on the following Shoet and in the following Shoet

This plan files with Cortificate No. 691.

Gopy of part of plun
LAND REGISTRATION OFFICE
AUG. 2, 1925
Scale of this plan 100 feet to an head
C.B. Humphrey, Surveyor for Court y

EXHIBIT B

596539

noted on CTF: 131747

1066-107

Quitclaim Beed

BETSEY L. NEAL AND MELISSA E. NEAL, TRUSTEES OF THE FORREST I. NEAL, JR. TRUST

70

..... 19 at o'clock and minutes m. Received and entered with Deeds Book Page Attest: Register

> JACKSON and SUTHERLAND, P.C. 1245 HANCOCK STREET P. O. BOX 758 QUINCY, MASS, 02169

We, Betsey L. Neal and Melissa E. Neal, Trustees of The Forrest I. Neal, Jr. Trust, a declaration of trust dated June 6, 1986 and filed for record at the Barnstable County Registry District of the Land Court as Document # 397,714 both

of Hanover, Plymouth

County, Massachusetts

FOR CONSIDERATION PAID, GRANT TO

MARGARET M. FITZPATRICK

of 219 Candlelight Drive, Glastonbury, CT. 06033

with

Quitclaim Covenants

That certain parcel of land situated in Harwich in the County of Barnstable and Commonwealth of Massachusetts, bounded and described as follows:

WESTERLY

by Beach Road, by two lines measuring one hundred eight and 63/100 (108.63) feet and seventy-three

and 45/100 (73.45) feet respectively;

NORTHERLY

by Shore Road, ninety-six and 14/100 (96.14) feet;

EASTERLY

by Lot 3, one hundred seventy and 95/100 (170.95)

feet; and

SOUTHERLY

by Lot 36, one hundred fifteen (115) feet.

All of said boundaries are determined by the Court to be located as shown on subdivision plan 5265-B (Sheet 1) dated June 1923, drawn by Morse & Chase, Engineers, and filed in the Land Registration Office at Boston, a copy of which is filed in Barnstable County Registry of Deeds in Land Registration Book 3, Page 191 with Certificate of Title No. 691, and said land is shown thereon as Lot 4.

AUD The above described land is subject to the restrictions common to all lots in this subdivision, as set forth in Document No. 1485, insofar as the same are in force and applicable.

For reference to title see Certificate of Title #106919.

Consideration for this deed is \$425,000.00.





Warry - 1014 (15265-B (SHI))

This conveyance is made subject to and with the benefit of any drain easements, flowage rights, main sewer easements, common sewer easements, rights of way, common driveway easements, and restrictions, all of record, and in so far as the same are now in force and applicable.

This conveyance is also made with the right to use the streets and ways shown on any plan by which the above described premises are hereinbefore bounded or described for all purposes for which streets or ways are commonly used in the town or city where said premises are located, together with others entitled thereto.

Witter	asour hands and seals this	21st day of COCHODER 1993
		THE FORREST I. NEAL, JR. TRUST
		By I Man 1 Truston
		Trustee Meal Trustee
		melinger E. Weal Tourtee
		Trustee

		processing of management of the processing of th
		не по
		the relations the construction of a market of the constitution of the reconstitution of
•		
	Commonwealth	of Mussuchusetts
Bannstable	>	A 1.1
NORPOLE:	ss.	October 21 1993
eri .		Rateau I. Nool and Mallega E
1 nen	personally appeared the above named	Betsey L. Neal and Melissa E.
Neal,	Trustees as aforesaid	
and acknow	wledged the foregoing instrument to be	their free act and deed, before me
		4) (100)
		My Commission Expires: 7-15-94
		My commission Expires: 7-15-94

EXHIBIT C

Statute Form of

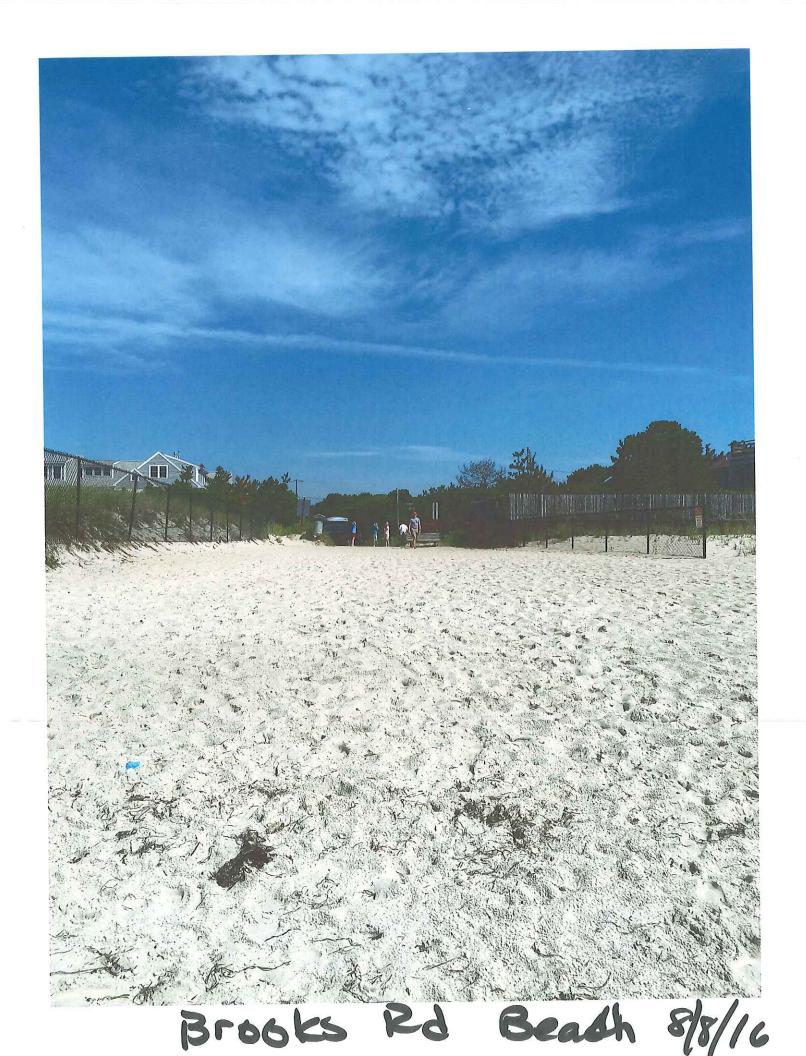
Warranty Deed 4-95

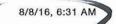
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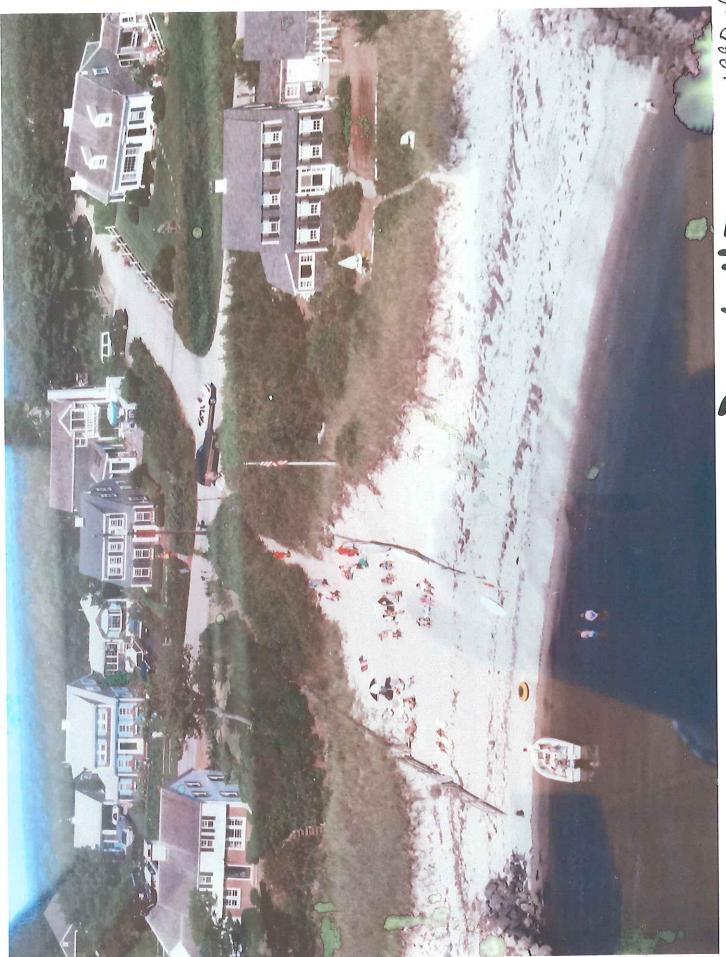




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Beach Pd. 8/8/16



Summary of <u>Substantive</u> Proposed Changes to CCMHG Joint Purchase Agreement (JPA)

<u>Article</u>	Page*	Description of proposed change
Article 1.	1	Adds "dental" to list of allowable administrative services agreements
Article 2	1-2	 1st paragraph clarifies effective date and time of a Participating Governmental Unit's (PGU's) withdrawal from CCMHG and sets a deadline for notification by a PGU of its intent to withdraw. 3rd paragraph allows charge of late payment fees and allows Board to terminate a PGU that has not paid amount due plus late fees w/in 31 days of having been billed for these charges.
Article 4	3	Changes Steering Committee powers regarding levels of coverage from "determine" to "make recommendations to the Board". This is the way it's always been done but not what the JPA says.
Article 5	3-4	Sets the quorum at "majority" for Board and Steering. Currently it is 1/3 for Board.
Article 8	5	-2 nd paragraph gives the Board the authority to determine funding rates rather than "the Board either directly or through the Steering Committee". -3 rd & 4 th paragraph changes are not substantive, e.g. changesthe term "premium" to "funding rates" but meaning does not change. -5 th (deleted) & 6 th paragraphs change the definition of <i>proportionate share</i> from a proportionate subscriber count to proportionate monthly billing amounts. This will be explained at the Board meeting on 7/27/16.
Article 9	6-7	-1 st paragraph is deleted because it applied to units at start-up of CCMHG in 1987New 3 rd paragraph. PGUs agree to pay as billed and adjust retroactively.
Article 11	8	-2 nd paragraph adds language pertaining to a new PGU's eligibility to participate in CCMHG Fund Balance.
Article 12	8-10	-1 st paragraph and 3 rd paragraph language changed to coincide with new proportionate share language in Article 8.
Article 14	11	Article deleted. Topic of a PGU's obligations to pay each month is addressed in Articles 2 and 9.
New Article 14 (formerly Art. 15)	11	Changes date of notification to the Board of request by a Participating Governmental Unit (PGU) to offer a plan not offered by CCMHG. It remains that a 2/3rds vote of the full Board is required to grant such a request.

^{*}Page number is based on the version showing the edits

DRAFT

5/18/2016

CAPE COD MUNICIPAL HEALTH GROUP

AGREEMENT FOR JOINT NEGOTIATION & PURCHASE OF HEALTH COVERAGE

Original Agreement: Effective October 1987

CAPE COD MUNICIPAL HEALTH GROUP

MUNICIPAL HEALTH GROUP AGREEMENT FOR JOINT NEGOTIATION AND PURCHASE OF HEALTH COVERAGE As amended through October 9, 2013 XXXXX, 2016

Article 1. Authority and Purpose.

This Agreement is entered into in accordance with M.G.L. Chapter 32B, Section 12, (all reference herein to state or federal law refer to current statutes, any amendments thereto, and successor legislation of like purpose and effect) to enable the governmental units executing this Agreement as indicated in Article 15 hereof, and any subsequent amendment to this Agreement adding additional governmental units accepted for participation in accordance with the procedures described in Articles 2 and 11 hereof. hereinafter referred to as the "Participating Governmental Units," to join together in negotiating and purchasing policies authorized under M.G.L. Chapter 32B, Section 3, including health and life insurance; Health Maintenance Organization coverage as authorized by M.G.L. Chapter 32B, Section 16; Administrative Services Only coverage as authorized by M.G.L. Ch. 32B, Section 3A, which may include Preferred Provider Arrangements; or other methods of self-funding employee health, dental, and life coverage as may be allowed by law. The economies of scale and other benefits derived through joint negotiation and purchase anticipated by the authority granted to the participants by M.G.L. Chapter 32B, Section 12, constitute the purpose of this Agreement.

Article 2. Participants.

The participants in this joint negotiation and purchase agreement are those listed as signatories to this Agreement on each page of Article 156. It is understood and agreed that additional governmental unit participants may be added pursuant to Article 11.

Article 3. Term of Agreement and Participation. (as amended on November 29, 2001)

This Agreement shall take effect on July 1, 1987 or on the date that three or more governmental units execute signature of this Agreement. This Agreement shall continue in full force and effect for an indefinite period, subject to amendment as agreed upon in accordance with the terms of Article 11 of this Agreement, so long as three or more governmental units elect to continue participation.

Any Participating Governmental Unit may withdraw from this Agreement at its discretion but may do so only as of the anniversary date of the health plan contracts purchased through this agreement, i.e. midnight June 30th of any year, and upon written notification to the Board of such intent to withdraw at least ninety (90) days prior to the

anniversary date of the health contracts purchased through this Agreement by December 1st of the year preceding the intended withdrawal.

Notwithstanding any other provisions of this Agreement, a Participating Governmental Unit maintains its autonomy and responsibility for collective bargaining.

Any Participating Governmental Unit ("PGU") which is ninety (90) days in arrears for the payment due under Article 4 or Article 9 of this Agreement may be charged late fees as described in Article 9. If a PGU fails to pay the outstanding balance plus late payment fees within 31 days of having been billed for these charges, the PGU may be terminated from participation in this Agreement at the Board's discretion according to Article 16. Such termination shall not limit the remaining Participating Governmental Units from obtaining payment of all monies in arrears under Article 9.

Article 4. <u>Administration</u>. *As amended through 10/9/13*

Administrative authority shall be vested in a board Board to be known as the Cape Cod Municipal Health Group Board, herein referred to as the "Board." The appropriate public authority, as defined in M.G.L. Chapter 32B, Section 2(a), of each Participating Governmental Unit shall appoint one primary member of the Board, who shall have one vote, and one alternate member who shall assume all of the responsibilities of the primary member in the event of the primary member's absence. Appointment of primary and alternate members of the Board to represent Dukes County shall be made in accordance with the Articles of Merger previously executed by and between the Cape Cod Municipal Health Group and the Dukes County Health Group. Said appointments shall be made within thirty (30) days following the execution of this Agreement. The Board Member representative of each Participating Governmental Unit shall serve until replaced by the appropriate public authority of the Participating Governmental Unit. It is understood and agreed that the Cape Cod Municipal Health Group Board Members may rely on the authority of each Board Member to represent the respective Participating Governmental Units and any vote of any individual Board Member shall be deemed to be binding upon the Participating Governmental Unit represented by such Board Member.

It is understood and agreed that the Cape Cod Municipal Health Group Board shall have full discretion to elect from its memberships a chairman and any other officers that it deems appropriate and may elect to establish any committee for whatever purpose it deems appropriate and consistent with the terms of this Agreement.

It is further understood and agreed that the Board may elect from its membership (both primary and alternate members) a Steering Committee of up to nine (9) persons representing nine (9) Participating Governmental Units, hereinafter referred to as the Steering Committee. The Steering Committee members shall serve for a term of one year or until removed by the Board. Steering Committee members may be elected for

succeeding terms. In the event that a Steering Committee member is removed from the Board by the appropriate public authority of the Participating Governmental Unit, the Board may elect a replacement.

It is furthermore understood and agreed That the Board may elect from its membership (both primary and alternate members) one (1) Alternate Steering Committee Member, representing a tenth (10th) Participating Governmental Unit, who shall be authorized to assume all responsibilities, including voting, of any one (1) absent Steering Committee member.

The Steering Committee shall have whatever authority is granted to it by the Board including the establishment of advisory sub-committees. Such authority may include the authority to negotiate and contract with health insurance carriers or other health coverage providers, insurers, consultants, and any other individuals or organizations deemed to be appropriate by the Steering Committee on behalf of and for the benefit of the Board and each Member's respective Participating Governmental Unit concerning the subject of this Agreement. The Steering Committee may be vested with other powers including the power: (1) to review annual rate renewals; (2) to negotiate health coverage renewal contracts, negotiate funding and other financial arrangements (including ASO or other financial arrangements authorized by M.G.L. Chapter 32B, Section 3A); (3) determine make recommendations to the Board regarding levels of coverage; and any other matter authorized by M.G.L. Chapter 32B which is not specifically reserved to each respective Participating Governmental Unit. The Board, either directly or acting through its Steering Committee, may establish a central administrative office and employ such personnel or contract for such administrative services as may be necessary to carry out the provisions of M.G.L. Chapter 32B and this Agreement.

Whenever the Board or the Steering Committee (as authorized) enters into agreements with a central administrative office, a consultant, or administrative personnel, payment for such services and related expenses shall be appropriately allocated to the Participating Governmental Units in proportion to the number of the Participating Governmental Unit's subscribers covered under the contracts negotiated and purchased under the authority of this Agreement.

Article 5. Quorum. (as amended through July 25, 2007)

The Board shall adopt a schedule of meeting dates and times for the conduct of ordinary business and shall establish a reasonable procedure for notice to the members of the Board and appropriate public authorities concerning special meetings. The Steering Committee shall, in a like manner, establish a procedure for adequate notice to each Steering Committee member for all meetings to be conducted. A quorum of the Board or the Steering Committee following issuance of the required notice shall consist of not less

than one-third a majority of the members of the Board with reference to Board meetings and not less than half of the members of the Steering Committee-with reference to the Steering Committee meetings. A majority vote of the members in attendance at a duly called meeting shall be deemed to be a vote of the Board or the Steering Committee, respectively, except as is otherwise noted in Article 11. The Board and the Steering Committee are subject to the requirements of M.G.L. Chapter 39, Sections 23A & 23B ("Open Meeting Law").

Article 6. Organization and Chairperson.

The Board and the Steering Committee shall each elect from their respective memberships, by majority vote of the participants at a duly called meeting, a Chairperson, who shall serve for a term of twelve (12) months, unless replaced prior to termination of such twelve (12) month period by a vote of respective majorities of the Board or the Steering Committee, respectively, in attendance at a duly called meeting. It is understood and agreed that the Chairperson may be elected for succeeding twelve (12) month terms at the discretion of the Board or the Steering Committee, respectively.

It shall be the duty of the respective Chairpersons to call meetings of the Board and the Committees, including designation of the date, place, and time of such meetings, and to perform other duties and functions as delegated by the Board and Committees respectively.

The Board and the Committees of the Board may elect any other officers for their respective bodies, whom the Board and the Committees respectively deem appropriate, by vote of a majority in attendance at a duly called meeting.

Article 7. Communication.

It shall be the duty of each member of the Board, and in the primary member's absence, the duty of the alternate member, to communicate all matters relating to the action of the Board to the member's respective Participating Governmental Unit's appropriate public authority. Copies of the minutes of Board and Steering Committee meetings shall be sent to each Participating Governmental Unit's Appropriate Public Authority and Town Clerk's Office. In the event that both the primary and alternate members representing a governmental unit are absent, it is the duty of the Chairperson, acting directly or through the central administrative office or other designee of the Chairperson, to communicate, in writing and in a timely manner to the absent Board member's respective appropriate public authority, any action taken by the Board.

It shall be the duty of the Chairperson of each Committee of the Board to report to the Board through the Chairperson of the Board all actions taken by the Committee. In addition, it shall be the duty of each Committee to report to the Board membership at a duly called meeting of the Board, the actions of the Committee and, in any event, such reports shall be made no less than four (4) times during each fiscal year.

Article 8. <u>Calculation of Health and Dental Plan Funding RatesInsurance Premiums.</u>

<u>Health Maintenance Organization and Administrative Services Only Charges or Other Self-funded Arrangement including Preferred Provider Arrangement Charges.</u>

The Board, either directly or through the Steering Committee, shall determine the monthly rates payable by each Pparticipating Governmental Unit ("PGU"). The payment calculated by the Board shall be comprised of a rate determined to be 100% of the premium funding rate or premium requirement as established through underwriting and/or actuarial estimates.

It is understood and agreed that notwithstanding the individual experience rating of each Participating Governmental UnitPGU in determining the payment calculation, all surpluses and deficits shall be dealt with on a collective basis. In the case of a certified surplus, the Board will determine whether the excess funds will remain in the trust fund for the purpose of reducing the Participating Governmental Units' PGUs' future premium funding rate expenses, eost or be distributed to each the Participating Governmental UnitsPGU through this Agreement in proportion to the based on amount billed to each Participating Governmental Unit 'sits proportionate share as described in paragraph 5 of this Article 8. employees and retirees covered under the contract(s) entered into under the authority of this Agreement at the time the surplus was incurred. At the time of a certified deficit, additional revenue will be raised from the Participating Governmental UnitsPGUs through direct assessment through this Agreement based on each PGU's proportionate share as described in paragraph 5 of this Article 8. in proportion to the number of each Participating Governmental Unit's employees and retirees covered under the contract(s) entered into under the authority of this Agreement at the time the deficit was incurred.

If the Board determines that it will deal with a certified surplus (deficit) through reducing (increasing) future premium costs funding rates that will be charged to Participating Governmental UnitPGUs, the premium funding rate(s) ('basic premium funding rate(s)") will be determined based on claims experience projected forward, and the amount of reduction (increase) due to application of the surplus (reducing the deficit) will be determined and presented separately ("premium funding rate adjustment"). A new Participating Governmental Unit PGU will be assessed the basic funding rates premium(s) without the "premium funding rate adjustment;" for a period to be determined by the Board which shall not be less than two years nor greater than three (3) years unless no less than two-thirds of the Board present at a duly called meeting votes to make an exception to this stipulation.

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Article 11.

If the Board determines that it will deal with a certified surplus or deficit by direct distribution to or assessment of each Participating Governmental UnitPGU, the determination of a Participating Governmental Unit'sPGU's proportionate share of a certified surplus or deficit shall be calculated as follows:

The proportionate share of a Participating Governmental Unit ("PGU") shall be the sum of the PGU's subscribers (employees and retirees) participating in the Cape Cod Municipal Health Group plans for each month of the period for which the surplus or deficit has been certified ("PGU subscriber months") divided by the sum of the total number of subscribers participating in the Cape Cod Municipal Health Group (CCMHG) plans in aggregate for each month of the period for which the surplus or deficit has been certified ("CCMHG subscriber months") times the amount of the certified surplus or deficit. The proportionate share of a PGU shall be calculated without regard to the specific benefit plans offered by the PGU or subscribed to by its eligible members.

The proportionate share of a Participating Governmental Unit ("PGU") shall be the sum of funds billed to the PGU by the Cape Cod Municipal Health Group ("CCMHG") for self-funded plans for the most recent 12-month <u>fiscal year</u> period divided by the sum of funds billed to all CCMHG <u>PGUs</u> for self-funded plans for the most recent 12-month period. The sums may be adjusted for retroactive enrollment changes made in the <u>first</u> month after the 12-month period.

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The Board, either directly or through the Steering Committee, shall determine within six (6) months of the end of each policy year, a reconciliation of the trust fund balance for the joint purchase group. A surplus or deficit shall then be dealt with appropriately.

It is further understood and agreed that each Participating Governmental Unit shall be responsible for paying all insurance, premium, administration, or claims charges which were incurred by that Participating Governmental Unit or any person insured by that Governmental Unit prior to the effective date of the joint purchase group's coverage with the health insurance carrier. Each Participating Governmental Unit shall be responsible for paying in full all "run-out" claims charges from cost plus arrangements which terminate upon the effective date of this coverage. Premium charges for services incurred by a Participating Governmental Unit prior to the effective date of this coverage but billed to the joint purchase group after the effective date of this Agreement will be billed in full to the Participating Governmental Unit by the central administrative office, and payment will be remitted by the central administrative office to the carrier.

Article 9. <u>Payment of Health and Dental Plan Funding rates and Insurance</u>
<u>Premiums, including but not limited to Medicare Senior plan and Vision Care plan.</u>
<u>Health Maintenance Organization and Administrative Services Only Charges or Other Self-funded Arrangement, including Preferred Provide Agreement Charges.</u>

It is understood and agreed that each Participating Governmental Unit shall make an initial payment of an amount which is the equivalent of two (2) months advance health coverage premium to the central administrative office or other designee of the Board for timely transmittal to the health insurance carrier and, if applicable, to the Health Maintenance Organization, Preferred Provider Arrangement or other designated payee.

In addition, eEach Participating Governmental Unit PGU shall make payment on a monthly basis of the health and dental plan insurance premium or funding rates and insurance premiums based on the PGU's enrollments in each plan for all covered services and, if applicable, the Health Maintenance Organization capitation charges allocated to each participant and the allocated expenses for the maintenance of a central administration office and the hiring of consultants and administrative personnel pursuant to Article 4 and other insurance products and services including but not limited to reinsurance and administrative fees. It is further understood and agreed that the central administrative office or other designee of the Board shall determine the appropriate payment due from each Participating Governmental UnitPGU each month.

It is also understood and agreed that each governmental unit shall pay as billed and that adjustments, if required, shall be made retroactively.

The Board shall contract with one or more banks to act as depository of payments contemplated by this Article 9, and accounts established shall be interest bearing accounts. Each designated bank shall be required, as a precondition to service as such depository, to act under the direction of the Board or its designee for the benefit of the Participating Governmental Units and the Board and shall provide for periodic reports and statements of accounts as required by the Board or its designee.

The Board shall provide for an annual independent audit of the payments contemplated by this Article 9. This report shall be provided to each member of the Board within six (6) months of the end of the Cape Cod Municipal Health Group's fiscal year.

Each Participating Governmental Unit shall receive quarterly reconciliation reports detailing the basis for such payment requirements, and all such payments are subject to independent audit by each Participating Governmental Unit.

All payments described in this Article 9 shall be due and payable no later than thirty (30) days following receipt of notice or bill from the Board or Steering Committeethe CCMHG's central administrator. 7 Interest at a rate determined by the Steering Committee shall-may begin to accrue starting on the thirty-first (31st) day following receipt of notice or bill. In the event that any such payment is in arrears or in the event that the Board determines that additional funds are required due to the premium and other charges contemplated by this Article 9, the Board shall be authorized to obtain funds through financial arrangements with providers of health coverage, and other financing arrangements including advances from the Participating Governmental UnitsPGUs. The Board shall determine the respective payments for interest and other charges allocable to each Participating Governmental UnitsPGUs.

Article 10. Eligibility Determination.

It is understood and agreed that nothing contained in this Agreement shall in any way limit the authority of a Participating Governmental Unit-PGU to determine that a person is eligible for participation in the health coverage program in accordance with the provisions of M.G.L. Chapter 32B. In addition, all notification of eligibility, employee direct billing, including notification to and from affected parties of eligibility rights under M.G.L. Chapter 32B, the Consolidated Omnibus Budget Reconciliation Act of 1985, and any other applicable federal and state statues, shall be the responsibility of and determined by the Participating Governmental UnitPGU.

Article 11. <u>Amendment Procedure, Adding New Members, and Changes to Benefit Plans.</u> (as amended on November 29, 2001)

This Agreement may be amended at any time, provided that no less than twothirds of the Board present at a duly called meeting of the Board vote to accept such amendment.

Additional governmental units may be added commencing on a date mutually agreed upon, provided that no less than two-thirds of the Board present at a duly called meeting of the Board vote to accept such additional participants. Such additional Participating Ggovernmental Units will not be responsible for deficits incurred by the Cape Cod Municipal Health Group prior to the date of their participation in this agreement nor will they participate in any dividend or direct distribution or allocation of any surplus in the claims trust fund accrued by the Cape Cod Municipal Health Group prior to the date of their affiliation as described in Article 8. An exception to the requirements of Article 8. paragraph 3 may be made if no less than two-thirds of the Board present at a duly called meeting votes to make an exception to this stipulation.

Any change in the level of coverage or benefit schedule(s) implemented following the effective date of this Agreement shall not take effect until approved through the amendment procedure described in this Article 11. Any proposed change to the level of coverage or benefits schedule(s) shall take effect on a date designated by the Board, but notice of such proposed change(s) shall be provided to the appropriate public authority of each Participating Governmental Unit by the Board at least sixty (60) days prior to the proposed implementation date of such and voted at least ten (10) days before any Participating Governmental Unit reaches the notification of withdrawal date specified in Article 3.

Article 12. <u>Liability Following Termination of Participation.</u> (as amended on November 29, 2001)

There shall be no liability for premium expense following the effective date of termination of a Participating Governmental Unit's (PGU's) coverage under a contract purchased through this Agreement, except for that the withdrawing Participating Governmental Unit's PGU's proportionate share as defined in Article 8 (herein defined as

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the quotient obtained by dividing the number of the PGU's self funded health or dental plan contracts purchased through this agreement during the last fiscal year of participation by the number of the self funded health or dental plan contracts purchased through this agreement during the same fiscal year by all Governmental Units participating through this Agreement) of any deficit in the trust as of its termination date, or change in the audited fund balance during the Participating Governmental Unit's last fiscal year of participation in this Agreement as defined in Article 12, and open premium expense and subsequent expense for its subscribers still on the plan after termination (where such continued coverage is required by law).

According to Article 3 of this agreement a PGU may withdraw from or terminate participation in this agreement only on the anniversary date of the health plan contracts purchased through this agreement, i.e. effective at midnight on June 30 of any year. The Board shall engage an independent certified public accounting firm to do an annual financial audit of the Cape Cod Municipal Health Group's health and dental trust funds at the end of each fiscal year. The Board will make every effort to assure that the audited financial statements are completed and the auditor's report is provided no later than nine six (69) months after the end of the fiscal year.

If a PGU terminates participation in this agreement at a time when there is a positive audited fund balance (surplus) at the end of the last fiscal year of the PGU's participation which is greater than the positive fund balance (surplus) at the end of the previous fiscal year, the PGU will receive its proportionate share of the amount that the fund balance increased as defined in Article 12.

If a PGU terminates participation in this agreement at a time when there is a positive audited fund balance (surplus) but there was a deficit audited fund balance or zero fund balance at the end of the previous fiscal year, the PGU will receive its proportionate share of the surplus as defined in Article 12.

If a PGU terminates participation in this agreement at a time when the audited fund balance (surplus) is less than the audited fund balance at the end of the previous fiscal year, the PGU will not be entitled to any of the fund balance upon withdrawal.

If a PGU terminates participation in this agreement at a time when there is deficit fund balance and there had also been a deficit fund balance at the end of the previous fiscal year, the PGU will be required to pay to the Cape Cod Municipal Health Group its proportionate share of the fund balance as certified on the last day of its participation as defined in Article 12.

If a PGU terminates participation in this agreement at a time when there is a deficit fund balance; however, at the end of the previous fiscal year there had been a positive fund balance, the PGU will be required to pay to the Cape Cod Municipal Health Group its proportionate share, as defined in Article 8 and in this Article 12, of the total

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decrease in the fund balance as certified on the last day of its participation as defined in Article 12.

Determination of a Participating Governmental Unit's proportionate share of a positive fund balance or deficit fund balance or change in the fund balance shall be calculated as follows:

The proportionate share of a Participating Governmental Unit (PGU) shall be the quotient obtained by dividing the sum of the PGU's subscribers (employees and retirees) participating in the Cape Cod Municipal Health Group plans for each month of the last fiscal year of participation (PGU subscriber months) divided by the sum of the total number of subscribers participating in the Cape Cod Municipal Health Group (CCMHG) plans in aggregate for each month of the the last fiscal year of the PGU's participation (CCMHG subscriber months), this quotient then multiplied by the amount of the positive fund balance, or deficit fund balance, or change in the fund balance during the last fiscal year of the PGU's participation, whichever case applies as defined in this Article 12. The proportionate share of a PGU shall be calculated without regard to the specific benefit plans offered by the PGU or subscribed to by its eligible members. The proportionate share of a PGU shall be the quotient obtained by dividing the sum of funds billed to the PGU by the CCMHG for self-funded plans for the most recent 12month fiscal year period by the sum of funds billed to all CCMHG PGUs for self-funded plans for the most recent 12-month fiscal year period. The sums may be adjusted for retroactive enrollment changes made in the first month after the 12-month period.

Any portion of the fund balance owed to that Participating Governmental Unit based on its proportionate share shall be paid to that Participating Governmental Unit within sixty (60) days of receipt of the auditor's report on the financial statements.

A Participating Governmental Unit that withdraws owing a proportionate share payment to the Cape Cod Municipal Health Group, shall make such payment within sixty (60) days of receiving the bill following the receipt of the auditor's report on the financial statements.

Article 13. Hold Harmless Protection. (as amended April 24, 1996)

Each Participating Governmental Unit -agrees that it is the responsibility of the Unit to indemnify and hold harmless each representative designated by the Participating Governmental Unit to serve on the Board and any committee established by the Board from personal financial loss and expense, including reasonable legal fees and costs, if any, to the full extent permitted by all applicable statutes, including M.G.L. Chapter 258, Sections 8, 9, and 13. Indemnification should be provided by each Participating Governmental Unit for liability arising from all activities directly related to the establishment of this Agreement.

Indemnification should be provided for liability arising from all activities directly related to the establishment of this agreement and all related activities, commencing on and after the effective date of this Agreement and this agreement

through and including the date <u>on</u> which such designated representative terminates his or her position as a member or alternate member to the Board and the Board's committees. This hold harmless protection should include indemnification for any claim, demand, suit, or judgment relating to any act or omission arising, except for intentional violation of the civil rights of any person arising as a result of such person's service to the Cape Cod Municipal Health Group Board. This hold harmless status should include any and all activities relating to such Board participation, including, but not limited to, serving on any related committee, holding an office as a member of the Board or Committee established by the Board, traveling to and from meetings relating to the designee's service, communications and all other acts related to the appointment as a delegate or alternate delegate of the Participating Governmental Unit.

Article 14. Certification of Funds.

It is understood and agreed that each Participating Governmental Unit shall provide adequate funds to pay its proportionate share of the joint purchase group health insurance premium and other related expenses approved by the Steering Committee in a timely manner. The appropriate public officials shall certify annually upon request to the Steering Committee the availability of such funds.

Article 145. Exclusive Group Participation in Health Benefits Program. (Article added April 24, 1996)

Participating Governmental Units may offer to employees and retirees only those medical health plans sponsored by the Cape Cod Municipal Health Group. A governmental unit wishing to offer a medical health plan not sponsored by the Group may put such request in writing to the Board no later than April-December 1st for a July 1st effective date. A two-thirds (2/3rds) vote of the Board present at a duly called meeting at which a quorum is present is required to override the requirement of exclusive participation.

Article 156. Signatories to Agreement.

This copy of the Cape Cod Municipal Health Group Agreement for Joint Negotiation and Purchase of Health Coverage is executed as a sealed instrument by the undersigned on the date or dates indicated below to confirm its acceptance of the Joint Purchase Agreement following destruction by fire of the original executed Joint Purchase Agreement and to confirm acceptance of all amendments adopted since the effective date of membership of this governmental unit.

By our signatures, we, the undersig meaning of M.G.L. Chapter 32B, Section 2	med appropriate public authority within the 2(a), members of the governmental unit, evidence our
acceptance of the terms of this Agreement Coverage on behalf of our governmental u	for Joint Negotiation and Purchase of Health nit.
For: Name of Governmental Uni	it (M,G.L. Chapter 32B, Section 2(f).
,	
Name (printed)	Signature
Date	

DRAFT

5/18/2016

CAPE COD MUNICIPAL HEALTH GROUP

AGREEMENT FOR JOINT NEGOTIATION & PURCHASE OF HEALTH COVERAGE

Original Agreement: Effective October 1987

Amended July 1993, April 1996, July 1997, January 1998, November 29, 2001, July 25, 2007, October 9, 2013, and _______, 2016

CAPE COD MUNICIPAL HEALTH GROUP

MUNICIPAL HEALTH GROUP AGREEMENT FOR JOINT NEGOTIATION AND PURCHASE OF HEALTH COVERAGE As amended through XXXXX, 2016

Article 1. Authority and Purpose.

This Agreement is entered into in accordance with M.G.L. Chapter 32B, Section 12. (all reference herein to state or federal law refer to current statutes, any amendments thereto, and successor legislation of like purpose and effect) to enable the governmental units executing this Agreement as indicated in Article 15 hereof, and any subsequent amendment to this Agreement adding additional governmental units accepted for participation in accordance with the procedures described in Articles 2 and 11 hereof, hereinafter referred to as the "Participating Governmental Units," to join together in negotiating and purchasing policies authorized under M.G.L. Chapter 32B, Section 3, including health and life insurance; Health Maintenance Organization coverage as authorized by M.G.L. Chapter 32B, Section 16; Administrative Services Only coverage as authorized by M.G.L. Ch. 32B, Section 3A, which may include Preferred Provider Arrangements; or other methods of self-funding employee health, dental, and life coverage as may be allowed by law. The economies of scale and other benefits derived through joint negotiation and purchase anticipated by the authority granted to the participants by M.G.L. Chapter 32B, Section 12, constitute the purpose of this Agreement.

Article 2. Participants.

The participants in this joint negotiation and purchase agreement are those listed as signatories to this Agreement on each page of Article 15. It is understood and agreed that additional governmental unit participants may be added pursuant to Article 11.

Article 3. <u>Term of Agreement and Participation</u>. (as amended on November 29, 2001)

This Agreement shall take effect on July 1, 1987 or on the date that three or more governmental units execute signature of this Agreement. This Agreement shall continue in full force and effect for an indefinite period, subject to amendment as agreed upon in accordance with the terms of Article 11 of this Agreement, so long as three or more governmental units elect to continue participation.

Any Participating Governmental Unit may withdraw from this Agreement at its discretion but may do so only as of the anniversary date of the health plan contracts purchased through this agreement, i.e. midnight June 30th of any year, and upon written

notification to the Board of such intent to withdraw by December 1st of the year preceding the intended withdrawal.

Notwithstanding any other provisions of this Agreement, a Participating Governmental Unit maintains its autonomy and responsibility for collective bargaining.

Any Participating Governmental Unit ("PGU") which is ninety (90) days in arrears for the payment due under Article 9 of this Agreement may be charged late fees as described in Article 9. If a PGU fails to pay the outstanding balance plus late payment fees within 31 days of having been billed for these charges, the PGU may be terminated from participation in this Agreement at the Board's discretion. Such termination shall not limit the remaining Participating Governmental Units from obtaining payment of all monies in arrears under Article 9.

Article 4. <u>Administration</u>. *As amended through 10/9/13*

Administrative authority shall be vested in a Board to be known as the Cape Cod Municipal Health Group Board, herein referred to as the "Board." The appropriate public authority, as defined in M.G.L. Chapter 32B, Section 2(a), of each Participating Governmental Unit shall appoint one primary member of the Board, who shall have one vote, and one alternate member who shall assume all of the responsibilities of the primary member in the event of the primary member's absence. Appointment of primary and alternate members of the Board to represent Dukes County shall be made in accordance with the Articles of Merger previously executed by and between the Cape Cod Municipal Health Group and the Dukes County Health Group. Said appointments shall be made within thirty (30) days following the execution of this Agreement. The Board Member representative of each Participating Governmental Unit shall serve until replaced by the appropriate public authority of the Participating Governmental Unit. It is understood and agreed that the Cape Cod Municipal Health Group Board Members may rely on the authority of each Board Member to represent the respective Participating Governmental Units and any vote of any individual Board Member shall be deemed to be binding upon the Participating Governmental Unit represented by such Board Member.

It is understood and agreed that the Board shall have full discretion to elect from its memberships a chairman and any other officers that it deems appropriate and may elect to establish any committee for whatever purpose it deems appropriate and consistent with the terms of this Agreement.

It is further understood and agreed that the Board may elect from its membership (both primary and alternate members) a Steering Committee of up to nine (9) persons representing nine (9) Participating Governmental Units, hereinafter referred to as the Steering Committee. The Steering Committee members shall serve for a term of one year or until removed by the Board. Steering Committee members may be elected for

succeeding terms. In the event that a Steering Committee member is removed from the Board by the appropriate public authority of the Participating Governmental Unit, the Board may elect a replacement.

It is furthermore understood and agreed that the Board may elect from its membership (both primary and alternate members) one (1) Alternate Steering Committee Member, representing a tenth (10th) Participating Governmental Unit, who shall be authorized to assume all responsibilities, including voting, of any one (1) absent Steering Committee member.

The Steering Committee shall have whatever authority is granted to it by the Board including the establishment of advisory sub-committees. Such authority may include the authority to negotiate and contract with health insurance carriers or other health coverage providers, insurers, consultants, and any other individuals or organizations deemed to be appropriate by the Steering Committee on behalf of and for the benefit of the Board and each Member's respective Participating Governmental Unit concerning the subject of this Agreement. The Steering Committee may be vested with other powers including the power: (1) to review annual rate renewals; (2) to negotiate health coverage renewal contracts, negotiate funding and other financial arrangements (including ASO or other financial arrangements authorized by M.G.L. Chapter 32B, Section 3A); (3) make recommendations to the Board regarding levels of coverage; and any other matter authorized by M.G.L. Chapter 32B which is not specifically reserved to each respective Participating Governmental Unit. The Board, either directly or acting through its Steering Committee, may establish a central administrative office and employ such personnel or contract for such administrative services as may be necessary to carry out the provisions of M.G.L. Chapter 32B and this Agreement.

Whenever the Board or the Steering Committee (as authorized) enters into agreements with a central administrative office, a consultant, or administrative personnel, payment for such services and related expenses shall be appropriately allocated to the Participating Governmental Units in proportion to the number of the Participating Governmental Unit's subscribers covered under the contracts negotiated and purchased under the authority of this Agreement.

Article 5. Quorum. (as amended through July 25, 2007)

The Board shall adopt a schedule of meeting dates and times for the conduct of ordinary business and shall establish a reasonable procedure for notice to the members of the Board and appropriate public authorities concerning special meetings. The Steering Committee shall, in a like manner, establish a procedure for adequate notice to each Steering Committee member for all meetings to be conducted. A quorum of the Board or the Steering Committee following issuance of the required notice shall consist of not less than a majority of the members of the Board with reference to Board meetings and

Steering Committeewith reference to the Steering Committee meetings. A majority vote of the members in attendance at a duly called meeting shall be deemed to be a vote of the Board or the Steering Committee, respectively, except as is otherwise noted in Article 11. The Board and the Steering Committee are subject to the requirements of M.G.L. Chapter 39, Sections 23A & 23B ("Open Meeting Law").

Article 6. <u>Organization and Chairperson</u>.

The Board and the Steering Committee shall each elect from their respective memberships, by majority vote of the participants at a duly called meeting, a Chairperson, who shall serve for a term of twelve (12) months, unless replaced prior to termination of such twelve (12) month period by a vote of respective majorities of the Board or the Steering Committee, respectively, in attendance at a duly called meeting. It is understood and agreed that the Chairperson may be elected for succeeding twelve (12) month terms at the discretion of the Board or the Steering Committee, respectively.

It shall be the duty of the respective Chairpersons to call meetings of the Board and the Committees, including designation of the date, place, and time of such meetings, and to perform other duties and functions as delegated by the Board and Committees respectively.

The Board and the Committees of the Board may elect any other officers for their respective bodies, whom the Board and the Committees respectively deem appropriate, by vote of a majority in attendance at a duly called meeting.

Article 7. Communication.

It shall be the duty of each member of the Board, and in the primary member's absence, the duty of the alternate member, to communicate all matters relating to the action of the Board to the member's respective Participating Governmental Unit's appropriate public authority. Copies of the minutes of Board and Steering Committee meetings shall be sent to each Participating Governmental Unit's Appropriate Public Authority and Town Clerk's Office. In the event that both the primary and alternate members representing a governmental unit are absent, it is the duty of the Chairperson, acting directly or through the central administrative office or other designee of the Chairperson, to communicate, in writing and in a timely manner to the absent Board member's respective appropriate public authority, any action taken by the Board.

It shall be the duty of the Chairperson of each Committee of the Board to report to the Board through the Chairperson of the Board all actions taken by the Committee. In addition, it shall be the duty of each Committee to report to the Board membership at a duly called meeting of the Board, the actions of the Committee and, in any event, such reports shall be made no less than four (4) times during each fiscal year.

Article 8. Calculation of Health and Dental Plan Funding Rates.

The Board shall determine the monthly rates payable by each Participating Governmental Unit ("PGU"). The payment calculated by the Board shall be comprised of a rate determined to be 100% of the funding rate or premium requirement as established through underwriting and/or actuarial estimates.

It is understood and agreed that notwithstanding the individual experience rating of each PGU, all surpluses and deficits shall be dealt with on a collective basis. In the case of a certified surplus, the Board will determine whether the excess funds will remain in the trust fund for the purpose of reducing the PGUs' future funding rate expenses, or be distributed to each PGU through this Agreement based on its proportionate share as described in paragraph 5 of this Article 8. At the time of a certified deficit, additional revenue will be raised from the PGUs through direct assessment through this Agreement based on each PGU's proportionate share as described in paragraph 5 of this Article 8.

If the Board determines that it will deal with a certified surplus (deficit) through reducing (increasing) future funding rates that will be charged to PGUs, the funding rate(s) ('basic funding rate(s)") will be determined based on claims experience projected forward, and the amount of reduction (increase) due to application of the surplus (reducing the deficit) will be determined and presented separately ("funding rate adjustment"). A new PGU will be assessed the basic funding rates without the "funding rate adjustment" for a period to be determined by the Board which shall not be less than two years nor greater than three (3) years unless no less than two-thirds of the Board present at a duly called meeting votes to make an exception to this stipulation.

If the Board determines that it will deal with a certified surplus or deficit by direct distribution to or assessment of each PGU, the determination of a PGU's proportionate share of a certified surplus or deficit shall be calculated as follows:

The proportionate share of a PGU shall be the sum of funds billed to the PGU by the Cape Cod Municipal Health Group ("CCMHG") for self-funded plans for the most recent 12-month fiscal year period divided by the sum of funds billed to all CCMHG PGUs for self-funded plans for the most recent 12-month period. The sums may be adjusted for retroactive enrollment changes made in the first month after the 12-month period.

The Board, either directly or through the Steering Committee, shall determine within six (6) months of the end of each policy year, a reconciliation of the trust fund balance for the joint purchase group. A surplus or deficit shall then be dealt with appropriately.

It is further understood and agreed that each Participating Governmental Unit shall be responsible for paying all insurance, premium, administration, or claims charges which were incurred by that Participating Governmental Unit or any person insured by that Governmental Unit prior to the effective date of the joint purchase group's coverage

with the health insurance carrier. Each Participating Governmental Unit shall be responsible for paying in full all "run-out" claims charges from cost plus arrangements which terminate upon the effective date of this coverage. Premium charges for services incurred by a Participating Governmental Unit prior to the effective date of this coverage but billed to the joint purchase group after the effective date of this Agreement will be billed in full to the Participating Governmental Unit by the central administrative office, and payment will be remitted by the central administrative office to the carrier.

Article 9. <u>Payment of Health and Dental Plan Funding rates and Insurance</u> Premiums, including but not limited to Medicare Senior plan and Vision Care plan.

Each PGU shall make payment on a monthly basis of the health and dental plan funding rates and insurance premiums based on the PGU's enrollments in each plan and the allocated expenses for the maintenance of a central administration office and the hiring of consultants and administrative personnel pursuant to Article 4 and other insurance products and services including but not limited to reinsurance and administrative fees. It is further understood and agreed that the central administrative office or other designee of the Board shall determine the appropriate payment due from each PGU each month.

It is also understood and agreed that each governmental unit shall pay as billed and that adjustments, if required, shall be made retroactively.

The Board shall contract with one or more banks to act as depository of payments contemplated by this Article 9, and accounts established shall be interest bearing accounts. Each designated bank shall be required, as a precondition to service as such depository, to act under the direction of the Board or its designee for the benefit of the Participating Governmental Units and the Board and shall provide for periodic reports and statements of accounts as required by the Board or its designee.

The Board shall provide for an annual independent audit of the payments contemplated by this Article 9. This report shall be provided to each member of the Board within six (6) months of the end of the Cape Cod Municipal Health Group's fiscal year.

All payments described in this Article 9 shall be due and payable no later than thirty (30) days following receipt of notice or bill from the Board or the CCMHG's central administrator. Interest at a rate determined by the Steering Committee may begin to accrue starting on the thirty-first (31st) day following receipt of notice or bill. In the event that any such payment is in arrears or in the event that the Board determines that additional funds are required due to the premium and other charges contemplated by this Article 9, the Board shall be authorized to obtain funds through financial arrangements with providers of health coverage, and other financing arrangements including advances

from the PGUs. The Board shall determine the respective payments for interest and other charges allocable to each PGU.

Article 10. <u>Eligibility Determination</u>.

It is understood and agreed that nothing contained in this Agreement shall in any way limit the authority of a PGU to determine that a person is eligible for participation in the health coverage program in accordance with the provisions of M.G.L. Chapter 32B. In addition, all notification of eligibility, employee direct billing, including notification to and from affected parties of eligibility rights under M.G.L. Chapter 32B, the Consolidated Omnibus Budget Reconciliation Act of 1985, and any other applicable federal and state statues, shall be the responsibility of and determined by the PGU.

Article 11. <u>Amendment Procedure, Adding New Members, and Changes to Benefit</u> Plans. (as amended on November 29, 2001)

This Agreement may be amended at any time, provided that no less than twothirds of the Board present at a duly called meeting of the Board vote to accept such amendment.

Additional governmental units may be added commencing on a date mutually agreed upon, provided that no less than two-thirds of the Board present at a duly called meeting of the Board vote to accept such additional participants. Such additional Participating Governmental Units will not be responsible for deficits incurred by the Cape Cod Municipal Health Group prior to the date of their participation in this agreement nor will they participate in any dividend or direct distribution or allocation of any surplus in the claims trust fund accrued by the Cape Cod Municipal Health Group prior to the date of their affiliation as described in Article 8. An exception to the requirements of Article 8, paragraph 3 may be made if no less than two-thirds of the Board present at a duly called meeting votes to make an exception to this stipulation.

Any change in the level of coverage or benefit schedule(s) implemented following the effective date of this Agreement shall not take effect until approved through the amendment procedure described in this Article 11. Any proposed change to the level of coverage or benefits schedule(s) shall take effect on a date designated by the Board, but notice of such proposed change(s) shall be provided to the appropriate public authority of each Participating Governmental Unit by the Board at least sixty (60) days prior to the proposed implementation date of such and voted at least ten (10) days before any Participating Governmental Unit reaches the notification of withdrawal date specified in Article 3.

Article 12. <u>Liability Following Termination of Participation</u>. (as amended on November 29, 2001)

There shall be no liability for premium expense following the effective date of termination of a PGU's coverage under a contract purchased through this Agreement, except for the withdrawing PGU's proportionate share as defined in Article 8 of any deficit in the trust as of its termination date, or change in the audited fund balance during the Participating Governmental Unit's last fiscal year of participation in this Agreement as defined in Article 12, and open premium expense and subsequent expense for its subscribers still on the plan after termination (where such continued coverage is required by law).

According to Article 3 of this agreement a PGU may withdraw from or terminate participation in this agreement only on the anniversary date of the health plan contracts purchased through this agreement, i.e. effective at midnight on June 30 of any year. The Board shall engage an independent certified public accounting firm to do an annual financial audit of the Cape Cod Municipal Health Group's health and dental trust funds at the end of each fiscal year. The Board will make every effort to assure that the audited financial statements are completed and the auditor's report is provided no later than six (6) months after the end of the fiscal year.

If a PGU terminates participation in this agreement at a time when there is a positive audited fund balance (surplus) at the end of the last fiscal year of the PGU's participation which is greater than the positive fund balance (surplus) at the end of the previous fiscal year, the PGU will receive its proportionate share of the amount that the fund balance increased as defined in Article 12.

If a PGU terminates participation in this agreement at a time when there is a positive audited fund balance (surplus) but there was a deficit audited fund balance or zero fund balance at the end of the previous fiscal year, the PGU will receive its proportionate share of the surplus as defined in Article 12.

If a PGU terminates participation in this agreement at a time when the audited fund balance (surplus) is less than the audited fund balance at the end of the previous fiscal year, the PGU will not be entitled to any of the fund balance upon withdrawal.

If a PGU terminates participation in this agreement at a time when there is deficit fund balance and there had also been a deficit fund balance at the end of the previous fiscal year, the PGU will be required to pay to the Cape Cod Municipal Health Group its proportionate share of the fund balance as certified on the last day of its participation as defined in Article 12.

If a PGU terminates participation in this agreement at a time when there is a deficit fund balance; however, at the end of the previous fiscal year there had been a positive fund balance, the PGU will be required to pay to the Cape Cod Municipal Health Group its proportionate share, as defined in Article 8 and in this Article 12, of the total decrease in the fund balance as certified on the last day of its participation as defined in Article 12.

Determination of a Participating Governmental Unit's proportionate share of a positive fund balance or deficit fund balance or change in the fund balance shall be calculated as follows:

The proportionate share of a PGU shall be the quotient obtained by dividing the sum of funds billed to the PGU by the CCMHG for self-funded plans for the most recent 12-month fiscal year period by the sum of funds billed to all CCMHG PGUs for self-funded plans for the most recent 12-month fiscal year period. The sums may be adjusted for retroactive enrollment changes made in the first month after the 12-month period.

Any portion of the fund balance owed to that Participating Governmental Unit based on its proportionate share shall be paid to that Participating Governmental Unit within sixty (60) days of receipt of the auditor's report on the financial statements.

A Participating Governmental Unit that withdraws owing a proportionate share payment to the Cape Cod Municipal Health Group, shall make such payment within sixty (60) days of receiving the bill following the receipt of the auditor's report on the financial statements.

Article 13. Hold Harmless Protection. (as amended April 24, 1996)

Each Participating Governmental Unit agrees that it is the responsibility of the Unit to indemnify and hold harmless each representative designated by the Participating Governmental Unit to serve on the Board and any committee established by the Board from personal financial loss and expense, including reasonable legal fees and costs, if any, to the full extent permitted by all applicable statutes, including M.G.L. Chapter 258, Sections 8, 9, and 13. Indemnification should be provided by each Participating Governmental Unit for liability arising from all activities directly related to the establishment of this Agreement.

Indemnification should be provided for liability arising from all activities directly related to the establishment of this agreement and all related activities, commencing on and after the effective date of this Agreement and this agreement through and including the date on which such designated representative terminates his or her position as a member or alternate member to the Board and the Board's committees. This hold harmless protection should include indemnification for any claim, demand, suit, or judgment relating to any act or omission arising, except for intentional violation of the civil rights of any person arising as a result of such person's service to the Cape Cod Municipal Health Group Board. This hold harmless status should include any and all activities relating to such Board participation, including, but not limited to, serving on any related committee, holding an office as a member of the Board or Committee established by the Board, traveling to and from meetings relating to the designee's service, communications and all other acts related to the appointment as a delegate or alternate delegate of the Participating Governmental Unit.

Article 14. Exclusive Group Participation in Health Benefits Program.

(Article added April 24, 1996)

Participating Governmental Units may offer to employees and retirees only those medical health plans sponsored by the Cape Cod Municipal Health Group. A governmental unit wishing to offer a medical health plan not sponsored by the Group may put such request in writing to the Board no later than December 1st for a July 1st effective date. A two-thirds (2/3rds) vote of the Board present at a duly called meeting at which a quorum is present is required to override the requirement of exclusive participation.

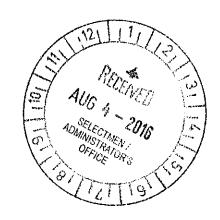
Article 15. Signatories to Agreement.

This copy of the Cape Cod Municipal Health Group Agreement for Joint Negotiation and Purchase of Health Coverage is executed as a sealed instrument by the undersigned on the date or dates indicated below to confirm its acceptance of the Joint Purchase Agreement following destruction by fire of the original executed Joint Purchase Agreement and to confirm acceptance of all amendments adopted since the effective date of membership of this governmental unit.

, –	ares, we, the undersigned Thapter 32B, Section 2(a)	d appropriate public authority within the), members of the	
-		governmental unit, evidence our	
*	ns of this Agreement for four governmental unit.	r Joint Negotiation and Purchase of Health	l
For:			
·	oy Governmental Omi (1	M.G.L. Chapter 32B, Section 2(f).	
Name (printed)		Signature	
Date			

July 15, 2016

To: Board of Selectmen
Town of Harwich
Harwich Town Hall
732 Main Street
Harwich, MA 02645



From: Real Estate & Open Space Committee

One of the responsibilities of the RESO Committee is to review townowned parcels of land with regards to its current usage. The committee has undertaken this task and has reviewed several parcels for possible transfer of custody, sale, disposition, etc.

4 Central Ave., Town of Harwich -Assessors Map 6B, parcel L134, is approximately .04 of an acre and currently assessed at less than \$3,000. We reached out to the Recreation Dept. to see if this parcel might be used as additional parking for the Atlantic Street Beach or as a potential picnic area. The Recreation Dept. was not interested due to pedestrian traffic and potential vandalism issues.

This land has no value to the town as we see it. We believe it does however have value to abutters. We sought information from Town Counsel regarding this potential disposition.

From an email dated 4/14/16 from John Giorgio to Chris Clark: "With respect to the procurement process for the disposition of land, the statutory threshold for triggering a procurement process under G.L. c.30B, s.16, has been raised to \$35,000. Moreover, the Town, in determining the value of the parcel, may use the assessed value of the parcel, rather than a formal appraisal, as long as the assessments are based on 100% value.

Section 16 of c.30B requires that the BOS to declare that the parcel is available for disposition, but there is no specific obligation to offer the parcel to other municipal boards first unless the Town has a bylaw or policy that requires such a process."

This parcel of land is too small for a dwelling unit and would hold no value to anyone but direct abutters or perhaps another neighbor in the area.

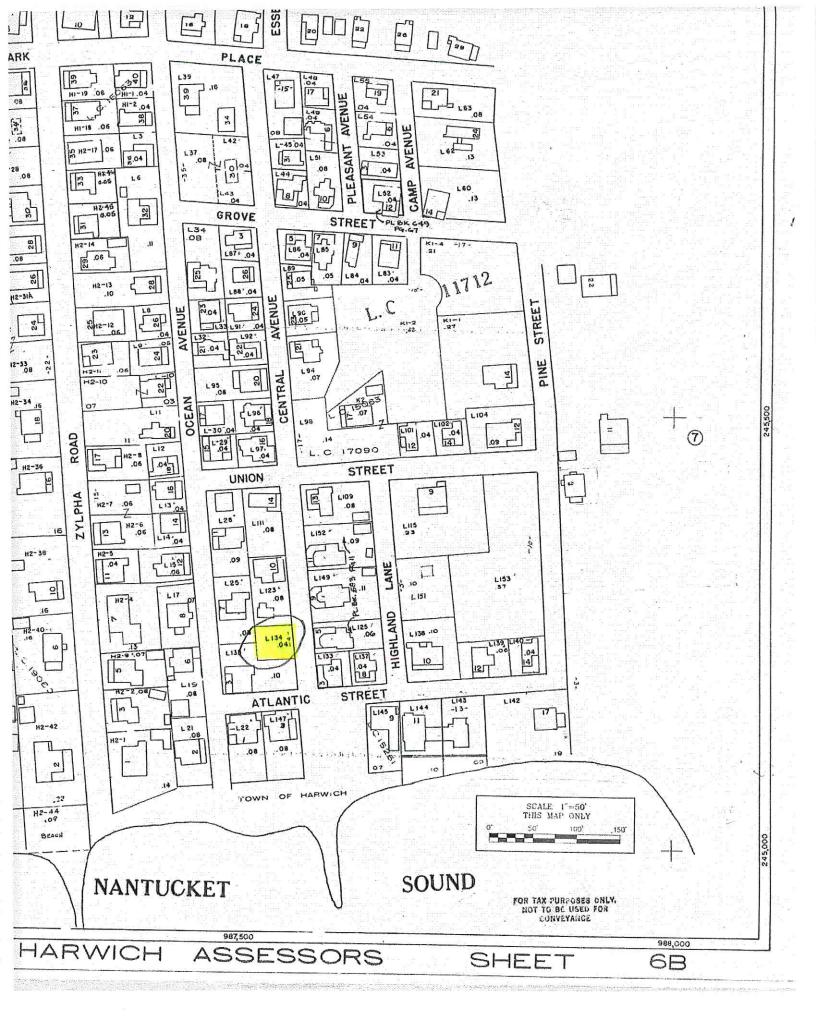
We believe this would be a parcel to be considered for disposition. A motion was made at the 5/20/16 REOS meeting to recommend that the BOS sell the Central Avenue property identified as Map 6B parcel L134 by auction. The motion was seconded, discussed and approved unanimously. Several abutters have approached the REOS Committee in the past several years and we would be glad to work with the Town Administrators Office with regards to these individuals and their interests.

Thank you.

Real Estate & Open Space Committee Chair

Katherine S. Green

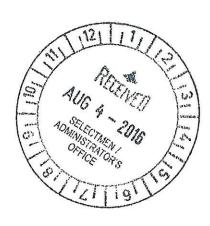
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July 15, 2016

To: Board of Selectmen
Town of Harwich
Harwich Town Hall
732 Main Street
Harwich, MA 02645





From: Real Estate & Open Space Committee
Town of Harwich

The potential acquisition of the 'Judah Eldredge - Heirs of Et Al' property, also referred to as the 'Hawksnest 'property, was brought before our committee this past winter. A local citizens group presented the idea of preserving this parcel of land for conservation use.

The REOS committee did a site visit, talked through a land acquisition assessment, reviewed the parcel in relation to Hawksnest State Park and surrounding conservation land, talked to abutting neighbors, and spoke with HCT for their insight. We sought advice from the Town Administrator and Town Counsel regarding eminent domain questions and funding. We discussed this at many meetings.

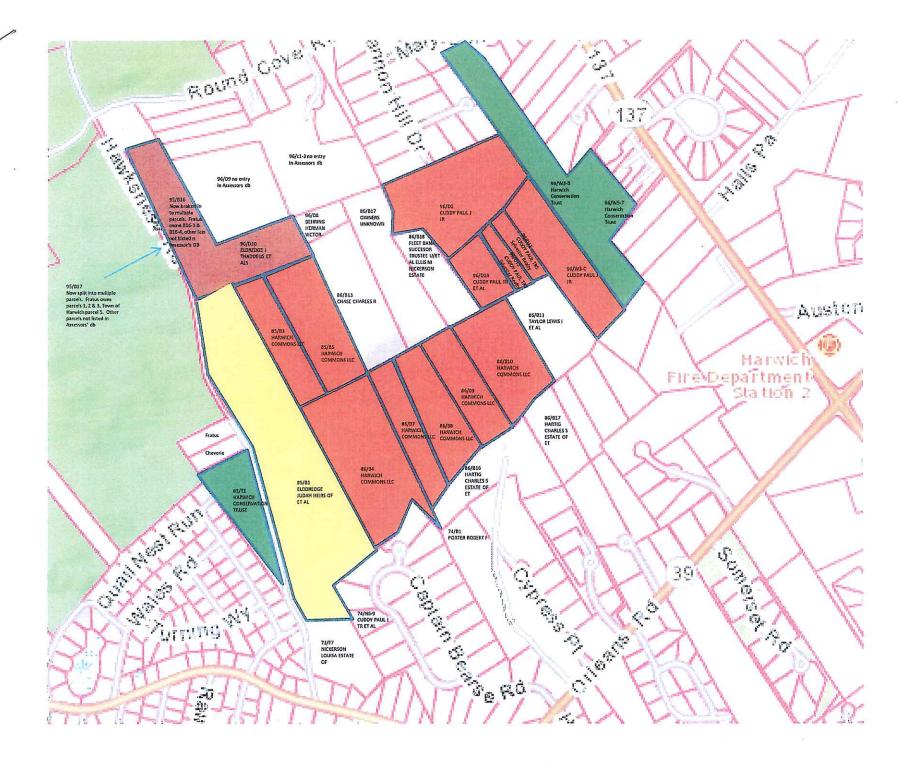
At our May 20, 2016 meeting of the REOS Committee, a motion was made to indefinitely table further consideration of this property until title, usage and funding are cleared up and also to recommend that the BOS not pursue it further. The motion was seconded and unanimously approved.

Thank you.

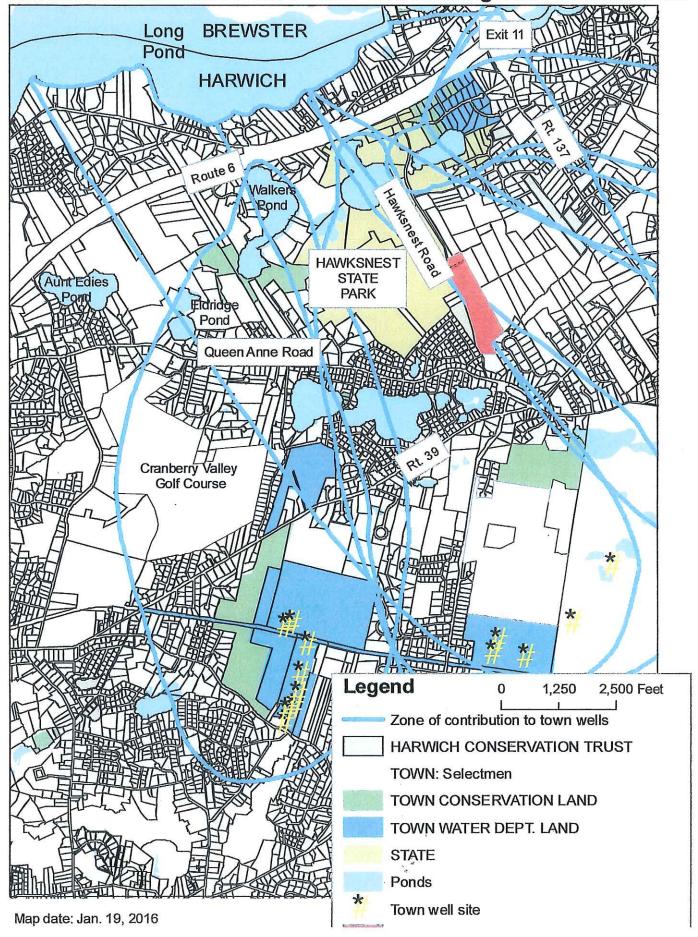
REOS Committee Chair

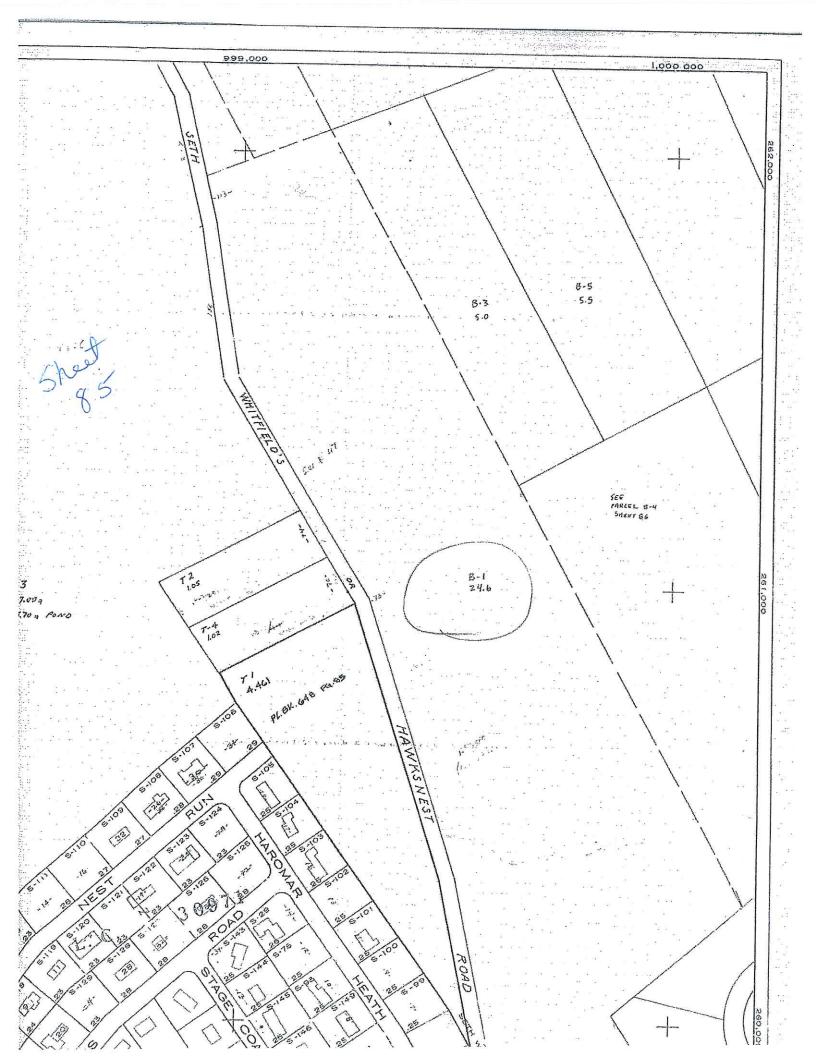
acherine & The

Katherine S. Green



in Context of Hawksnest State Park & Surrounding Conservation Land





TOWN OF CHATHAM DEBT SCHEDULE WASTE WATER TREATMENT PLANT

WASIE WAIER IREALMENT FEART				FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25
			ISSUE																	
PROJECT	·	G/L	DATE	P&I	1.8 q	P&I	P&1	P&I	P&I	P & 1	P&1	P&1	P&1	P&I	P 8 1	P&I	P&I	P.8.1	P&1	P&I
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Wastewater Treatment Facility Art 13 (5/8/06) Design	E	6031/2916		9,931.25	26,692,50	26,167.50	25,623.75	25,136.25	24,648.75	24,161.25	23,542,50	22,792.50	22,136.25	21,480.00	20,805.00	20,205.00	19,605,00	19,005.00	18,405.00	17,805.00
Wastewater Treatment Facility - USDA	E	6046/2917	05/25/12					96,157.15	94,846.45	93,535.74	92,225.04	90,914,33	89,603.63	88,292.92	86,982.22	85,671.51	84,360.81	83,050.10	81,739.40	80,428.69
Wastewater Treatment Facility - USDA	E	6052/2948	05/25/12					1,176,995.35	1,160,952.04	1,144,908.74	1,128,865.43	1,112,822,12	1.096,778.81	1.080,735.51	1.064.692.20	1,048,648.89	1,032,605.58	1.016.562.28	1,000,518.97	984,475.66
Wastewater Treatment Facility, Art, 13 - (5/8/06) Design	E	6050	06/15/12					52,519,06	60,362.50	59.312.50	58,612.50	51,862.50	51,262.50	50,662.50	49,162.50				43,462.50	42,562.50
									·····											
	_																			
TOTAL SEWER				9,931.25	26,692.50	26,157.50	25,623.75	1,360,807,81	1,340,809,74	1,321,918.23	1,303,245.47	1,278,391.45	1,259,781.19	1,241,170,93	1,221,641.92	1,202,187.90	1,182,733.89	1,163,279.88	1,144,125.87	1,125,271.85

Total Town Debt (Wastewater Facility)				9,931,25	26,692,50	26,167.50	25.623.75	1,360,807.81	1,340,809.74	1,321,918.23	1,303,245.47	1,278,391.45	1,259,781.19	1,241,170.93	1,221,641.92	1,202,187.90	1,182,733.89	1,163,279,88	1,144,125,87	1,125,271.85

Harwich Percentage 23.08%

TOWN OF CHATHAM DEBT SCHEDULE WASTE WATER TREATMENT PLANT

WASTE WATER TREATMENT PLANT				FY25	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY38	FY37	FY38-FY49	TOTAL	TOTAL	TOTA
PROJECT		G/L	ISSUE	P&I	P&1	P&1	P&I	P&1	P&1	P&I	P&1	P&1	P&I	P&1	P&1	P & I		1	P.8
	Ţ											, <u>, , , , , , , , , , , , , , , , , , </u>							
	+																ļ		
Wastewater Treatment Facility Art 13 (5/8/06) Design		6031/2916		17,205.00	16,590,00	15,956.25	15,318.75										300,000.00	133,212.50	433,212
Wastewater Treatment Facility - USDA		6046/2917		79,117.99	77,807.28	76,496.58	75,185.87	73,875,17	72,564.46	71,253.76	69,943.05	68,632,35	67,321.64	66,010.94	64,700.23	674,133.80	1,763,460.00	921,391,11	2,684,851.1
Wastewater Treatment Facility - USDA		6052/2948			952,389.05	936,345.74	920,302,43	904,259.12	888,215.82	872,172.51	856,129.20	840,085.89	824,042.59	807,999.28	791,955.97	8,252,092.67	21,585,540.00	11,278,444.20	32,863,984.2
Wastewater Treatment Facility, Art. 13 - (5/8/05) Design	E	6050	06/15/12	41,662.50	40,762.50	39,862.50	38,962.50	38,062.50	37,125.00	36,150.00	35,175.00	34,162,50	33,150.00	32,100.00	31,050.00		771,428.00	335,066.06	1,106,494.0
TOTAL SEWER				1,106,417.84	1,087,548.83	1,068,661.07	1,049,769.55	1,016,196.79	997,905.28	979,576,27	961,247,25	942,880.74	924,514.23	906,110.22	887,706.20	8,926,226.47	24,420,428.00	12,668,113.87	37,088,541.8
	-		 											-			 		
Total Town Debt (Wastewater Facility)				1,106,417.84	1,087,548.83	1,068,661.07	1,049,769,55	1,016,196.79	997,905.28	979,576.27	961,247,25	942,880.74	924.514.23	906,110,22	887,706,20	8,926,226,47	24.420.428.00	12,668,113.87	37,088,541.8

Harwich Percentage 23.08%

2

Flow <u>Flow</u> Effluent Date Date Effluent July Flow Septage **Septage** Grease Grease August Flow Septage Septage Grease Grease (GPD) Loads Gallons Loads Gallons (GPD) Loads Gallons Loads Gallons 267,968 11,361 253,847 249,624 9,662 239,470 262,769 241,845 8,271 284,477 223,098 5,100 245,404 .0 224,840 4,381 268,600 2,154 3,799 266,169 2,878 5,420 211,622 230,465 216,243 5,183 252,306 224,363 8,245 252,072 244,973 5,278 256,769 2,006 246,052 293,157 4,299 211,623 278,459 5.450 246,602 220,427 209,547 8,427 243,176 11,123 195,566 4,497 4,399 260,917 Q 187,285 1,763 232,046 207,710 2,504 245,887 7,426 O 224,200 Ö 233,833 201,619 230,213 11,471 236,026 2,464 279,053 3,082 189,900 4,174 206,266 2,944 222,100 4,396 257,468 204,358 9,258 2,820 210,800 223,075 3,694 241,893 9.912 227,580 234,486 2,983 224,513 Ö 184,863 3,490 250,687 5,631 180,087 3,855 219,474 2,063 196,909 5,404 261,064 2,566 5,280 194,607 211,664 2,385 177,733 236,909 6,545 231,341 3,888 6,065 229,471 3,473 Average 234,661 2,996 Average Maximum 284,477 11,361 5,280 Maximum 293,157 11,471 6,065 Minimum 187,285 Minimum 177,733 Total 7,113,597 107,670 16,298 7,274,502 Total 92,863 11,165

<u>Flow</u>

Date September	Effluent Flow	Septage	Septage	Grease	Grease	Date October	Effluent Flow	Septage	Septage	Grease	Grease
2015	(GPD)	Loads	Gallons	Loads	Gallons	2015	(GPD)	Loads	Gallons	Loads	Gallons
2010	(0.0)	#0003	Gallons	COUGS	Gelloris	2013	(GrD)	Loads	Guiona	LOGUS	Gallotts
1	163,300	1	789	0	0	1	161,285	0	0	0	0
2	229,618	0	0	1	948	2	239,406	8	8,978	0	0
3	169,639	0	0	0	0	3	195,799	0	0	0	0
4	171,514	4	8,168	0	0	4	151,407	0	0	0	0
5	195,796	0	0	0	0	5	206,106	1	2,059	0	0
6	195,101	0	0	0	0	6	145,167	0	0	0	0
7	179,588	0	0	0	0	7	124,877	0	0	0	0
8	156,171	1	1,350	0	0	8	141,270	3	4,159	0	0
9	154,920	1	2,685	0	0	9	164,177	0	0	O	0
10	165,723	5	13,923	0	0	10	181,854	0	0	0	0
11	239,587	4	5,889	0	0	11	169,179	0	0	0	0
12	190,333	0	0	0	0	12	144,504	0	0	0	0
13	173,881	0	0	0	0	13	177,058	1	1,325	1	1,383
14	229,179	4	5,721	0	0	14	136,415	2	6,402	0	0
15	153,961	1	1,506	0	0	15	141,037	2	6,584	O	0
16	147,019	3	3,364	0	0	16	177,998	3	4,179	3	5,411
17	152,628	1	2,707	0	0	17	146,471	0	0	0	0
18	152,969	0	0	0	0	18	154,724	0	0	0	0
19	166,139	0	0	0	0	19	121,752	0	0	0	0
20	156,154	0	0	0	0	20	129,237	0	0	0	0
21	189,819	3	2,754	0	0	21	121,178	2	2,138	0	0
22	133,577	5	10,557	2	5,387	22	195,205	0	0	0	0
23	137,396	0	0	0	0	23	127,194	0	0	0	0
24	162,117	4	10,904	0	0	24	145,109	0	0	0	0
25	147,444	2	3,411	0	0	25	136,464	0	0	0	0
26	181,313	0	0	0	0	26	122,613	4	6,158	0	0
27	144,667	0	0	0	0	27	125,032	2	5,254	0	0
28	198,854	0	0	0	0	28	193,495	4	11,443	1	1,095
29	143,285	0	0	1	3,175	29	162,993	2	6,560	0	0
30	228,409	0	0	0	0	30	118,460	1	1,537	0	0
31						31	124,159	0	0	0	0
Average	173,670		2,458		317	Average	154,246		2,154		254
Maximum	239,587	5	13,923	2	5,387	Maximum	239,406	8	11,443	3	5,411
Minimum	133,577	0	0	0	0	Minimum	118,460	0	0	0	0
Total	5,210,101	39	73,728	4	9,510	Total	4,781,625	35	66,776	5	7,889

Flow <u>Flow</u> Date Effluent Date Effluent November Flow Septage Septage Grease Grease December Flow Septage Septage Grease Grease (GPD) Loads Gallons Loads Gallons (GPD) Loads Gallons Loads Gallons 134,846 134,035 2,272 117,778 3,583 134,734 9,419 1,531 171.657 8,606 151,271 7,232 1,091 112,778 8,828 1,993 137,394 122,827 1,000 1,098 124,633 132,678 133,865 Ò 144,655 183,258 3,006 127,091 111.833 11.370 1,072 171,322 1,565 99,034 10.999 1,570 129,239 Q 6,286 139,203 210,484 119,984 2,552 141,103 6,665 125,513 125,148 1,954 136,132 126,319 175,955 123,683 142,171 1,514 5,687 111,303 7,117 103,380 4,601 136,483 1,767 4,905 134,197 6,296 1,002 98,227 5,479 6,825 148,446 5.672 150,511 12,332 124,218 139,242 7,037 108,285 156,421 108,644 3,121 188,760 165,591 6,686 214,937 3,391 122,382 3,513 1,100 129,786 3,898 3,863 201,918 130,669 5,003 123,297 138,410 Q 143,208 155,678 145,377 157,878 164,351 9,360 149,868 190,599 4,255 3,880 155,490 143,434 3,570 239,143 5,614 Average 143,509 2,737 142,435 3,483 Average 214,937 Maximum 12,332 6,825 Maximum 239,143 11,370 5,687 Minimum 98,227 Minimum 99,034

Total

4,305,271

82,105

18,684

Total

4,415,485

107,986

13,053

	Flow						Flow					
Date January 2016	Effluent Flow (GPD)	Septage Loads	Septage Gallons	Grease Loads	Grease Gallons	Date February 2016	Effluent Flow (GPD)	Septage Loads	Septage Gallons	Grease Loads	Grease Gallons	
1	157,426	0	0	0	0	1	169,487	0	0	0	0	
2	146,025	0	0	0	0	2	117,773	2	2,800	0	0	
3	127,665	0	0	0	0	3	127,703	0	0	0	O	
4	110,195	0	0	0	0	4	172,444	0	0	1	2,035	
5	166,577	1	3,135	0	0	5	249,608	0	0	0	0	
6	102,271	3	8,803	1,	4,286	6	176,412	0	٥	0	0	
7	121,013	1	2,040	0	0	7	159,387	0	D	0	0	
8	130,702	1	943	0	0	8	144,691	0	0	0	O	
9	120,948	0	0	0	0	9	146,719	О	0	0	0	
10	204,846	O	0	0	0	10	136,833	1	956	0	0	
11	212,715	3	3,869	1	1,054	11	139,659	1	1,070	0 .	0	
12	128,456	1	963	0	0	12	152,425	0	0	o :	0	
13	107,864	0	0	0	0	13	136,035	0	0	0	0	
14	116,849	0	0	0	0	14	120,570	0	0	0	0	
15	109,861	1	1,203	0	0	15	127,349	0	0	0 :	0	
16	221,106	0	0	0	0	16	235,210	0	0	0 :	0	
17	146,336	0	0	0	0	17	177,779	4	9,427	0	0	
18	139,424	0	0	0	0	18	189,264	2	4,525	0	0	
19	163,081	2	6,171	0	0	19	146,076	2	2,303	2	5,331	
20	116,614	1	1,436	0	0	20	169,331	٥	0	0	0	
21	116,086	0	0	0	0	21	155,810	0	0	0	0	
22	110,091	1	1,450	0	0	22	195,167	2	4,739	0	0	
23	111,339	0	0	0	0	23	139,883	2	2,999	0	0	
24	117,184	0	0	0	0	24	142,917	0	0	0	0	
25	114,915	0	0	0	0	25	159,335	2	2,919	0	0	
26	134,109	3	3,464	0	0	26	141,103	2	2,931	0	0	
27	132,891	3	3,969	1	1,127	27	147,035	0	0	0	0	
28	119,052	2	2,700	0	0	28	158,134	0	0	0	0	
29	132,458	0	0	0	0	29	207,750	0	0	0	0	
30	119,419	0	0	0	0	30						
31	128,764	0	0	0	0	31						
Average	135,041		1,295		209	Average	160,065		1,195		254	
Maximum	221,106	3	8,803	1	4,286	Maximum	249,608	4	9,427	2	5,331	
Minimum	102,271	0	0	0	0	Minimum	117,773	0	0	0	0	
Total	4,186,282	23	40,146	3	6,467	Total	4,641,889	20	34,669	3	7,366	

	Flow						Flow				
Date March 2016	Effluent Flow (GPD)	Septage Loads	Septage Gallons	Grease Loads	Grease Gallons	Date April 2016	Effluent Flow (GPD)	Septage Loads	Septage Gallons	Grease Loads	Grease Gallons
1	147,275	0	0	0	0	1	186,441	1	3,168	0	0
2	139,034	3	9,075	0	0	2	223,407	0	o	0	0
3	128,398	1	1,514	0	0	3	197,064	0	0	0	0
4	135,252	3	4,514	O	0	4	194,639	2	7,065	0	0
5	135,940	0	0	0	0	5	201,327	1	3,193	0	0
6	149,023	0	0	0	0	6	202,275	3	6,526	0	0
7	177,937	1	4,167	1	4,500	7	200,802	3	4,472	0	0
8	140,253	1	985	0	0	8	188,103	3	2,355	1	1,422
9	131,712	0	0	1	975	9	195,666	0	o	0	0
10	151,716	4	5,518	0	0	10	158,811	0	0	0	0
11	158,210	0	0	0	Ó	11	200,620	0	0	0	0
12	145,244	0	0	0	0	12	172,991	3	3,918	0 :	0
13	163,020	0	0	0	0	13	161,392	2	5,970	0 .	0
14	200,828	0	0	2	4,928	14	171,346	5	9,015	0 .	0
15	224,341	6	8,265	0	0	15	181,102	0	0	0 .	0
16	150,883	0	0	0	0	16	170,431	0	0	0 .	0
17	161,477	0	0	0	0	17	169,333	0	0	o :	0
18	152,305	0	0	0	0	18	197,798	0	0	0	0
19	156,495	0	0	0	0	19	163,486	0	0	0	0
20	146,457	0	0	0	0	20	153,888	1	1,674	0	0
21	173,455	4	9,336	0	0	21	171,079	· 2	2,691	0	0
22	224,163	1	4,318	0	0	22	176,884	0	0	0	0
23	131,118	0	0	0	0	23	192,533	0	0	0	0
24	151,091	1	656	0	0	24	184,097	0	0	0	0
25	170,058	1	2,626	0	0	25	212,721	0	0	0	0
26	169,804	0	0	0	0	26	177,198	0	0	0	0
27	178,197	0	0	0	0	27	157,313	4	4,000	0	0
28	204,985	0	0	0	0	28	162,208	2	3,018	0	0
29	151,183	3	4,885	0	0	29	156,205	2	2,176	0	0
30	180,078	2	3,985	0	0	30	175,903	0	0	0	0
31	165,880	1	851	0	0	31					
Average	161,155		1,958		336	Average	181,902		1,975		47
Maximum	224,341	6	9,336	2	4,928	Maximum	223,407	5	9,015	1	1,422
Minimum	128,398	0	0	0	0	Minimum	153,888	0	0	0	0
Total	4,995,812	32	60,695	4	10,403	Total	5,457,063	34	59,241	1	1,422

Flow Flow

Date	Effluent						Date	Effluent				
May	flow	Septage	Septage	Grease	Grea	se	June	Flow	Septage	Septage	Grease	Grease
2016	(GPD)	Loads	Gallons	Loads	Gallo	ons	2016	(GPD)	Loads	Gallons	Loads	Gallons
1	181756	C) () (0	0	1	203,795	0	0	0	0
2	223547	2	2427	′ (0	0	2	161,673	7	11,000	0	O O
3	182504	7	18532	: :	2	5753	3	173,169	2	4,000	0	Ο.
4	193355	Ç) () (0	0	4	195,868	0	0	0	o
5	221822	1	. 3989	(0	0	5	185,519	0	0	0	O
6	202304	1	. 1459	(0	0	6	229,101	5	6,139	0	0
7	181417	C) () (0	0	7	177,125	4	4,008	0	0
8	178829	C) () (0	0	8	171,537	7	8,386	1	3,075
9	168827	3	6359	. (0	0	9	180,080	2	4,575	0	0
10	183548	C) () ;	1	8883	10	203,684	0	0	0	0
1 1	182944	2	2074	. (0	0	11	216,504	0	0	0	0
12	171482	4	7821	. (0	0	12	197,217	0	0	0	0
13	195037	1	. 1500) (0	0	13	180,899	4	7,361	0	o.
14	207752	0) () (0	0	14	184,223	4	9,032	0	O:
15	179736	C) () (0	0	15	192,223	2	7,001	1	3,190
16	214499	1	. 1459	. (0	0	16	169,759	4	13,719	1	1,663
17	159434) () (0	0	17	216,121	5	5,114	0	O·
18	151090	1	. 1955	. (0	0	18	197,347	0	O	0	o [†]
19	166479	5		. (0	0	19	202,618	0	0	0	Ö
20	180899				2	4985	20	220,838	2	2.730	0	0
21	180196	C) (0	0	21	213,743	1	1,647	0	0
22					0	0	22	176,561	1	1,495	1	1,157
23					- D	0	23	204,339	3	9,022	0	0
24					0	0	24	188,944	0	0	0	0
25					0	ō	25	242,824	0	0	0	0
26		3			2	4840	26	214,549	0	o	0	0
27					0	0	27	234,223	4	5,242	0	0
28					0	0	28	202,406	4	3,744	0	ő
29					0	0	29	211,560	4	3,670	0	Ö
30					0	ō	30	227,674	6	7,449	2	3,037
31					0	ō	31	227,07	·	2,1.2	-	0,00,
			•		•	•						
Average	189921.1		2624.484		789	.0645	Average	199,204		3,844		404
Maximum	234993	7	18532	: :	2	8883	Maximum	242,824	7	13,719	2	3,190
Minimum	151090	C) () (0	0	Minimum	161,673	0	0	0	0
Total	5887554	39	81359	;	7 :	24461	Total	5,976,123	71	115,334	6	12,122

Flow

Date		Effluent				_
July		Flow	Septage	Septage	Grease	Grease
	2016	(GPD)	Loads	Gallons	Loads	Gallons
	1	261979	5	7488	. 1	1071
	2	302467	Đ	0	0	C
	3	311331	C	0	0	C
	4	292471	C	0	0	C
	5	339394	2	6644	0	C
	6	242571	3	3744	0	C
	7	252801	2	1451	. 0	0
	8	239493	C	0	0	•
	9	277014	C	0	0	(
	10	248306	C	0	0	C
	11	266725	4	3534	0	C
	12	217488	C	0	0	0
	13	218075	6	6923	1	4331
	14	233806	1	2419	0	C
	15	247041	2	2686	0	(
	16	243471	C	0	0	(
	17	256689	C	0	0	(
	18	274421	7	16783	1	4549
	19	219005	2	2417	0	(
	20	255058	C	0	0	C
	21	218580	2	2977	0	(
	22	252756	C	0	0	(
	23	241760	C	0	0	(
	24	242754	C	0	0	(
	25	224134	1	. 888	0	(
	26	96120	4	6820	0	(
	27	185319	4	3942	1	1278
	28	228127	1	959	2	3023
	29	217198	C	0	0	(
	30	247500	C	0	0	(
	31	249626	C	0	0	(
Aver	age	245273.5		2247.581		459.7419
Maxi	imum	339394	7	16783	2	4549
Mini	mum	96120	C	0	0	(
Tota	1	7603480	46	69675	6	14252

Contractor's Application

or (contract):	2010 - CWMP -1			A	pplication Number:	37			
plication Pe	riod: 5/31/2013				Application Date:	5/17/13			
	A	entropied - Markett andran metalanin men er pre-	В	Work Com	pleted	£	F		G
ltem				С	D	Materials Presently	Total Completed	%	Balance to Finish
pecification			Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	Œ)	(B - F)
Section No.	E	Description		Арріїсвціоп (C+D)			(C + D + E)	В	
	GENERAL CONDITIONS			•			•		
11	BONDS		\$ 337,000	337,000		į	337,000	100.0%	
1–2	INSURANCE		267,000	267,000			267,000	100.0%	
1-2A	MOBILIZATION		59,000	59,000		-	59,000	100.0%	
1-2B	DEMOBILIZATION		25,000	25,000			25,000	100.0%	
	RECORD DRAWINGS MONTHLY		15,000	13,600		1,400	15,000	100.0%	
	VIDEO		1,000	1,000			1,000	100.0%	
	O AND M		10,000	10,000		1	10,000	100.0%	
	CLOSEOUT DOCUMENTATION		10,000			10,000	10,000	100,0%	
13	BUILDING PERMIT		36,000	36,000	<u> </u>	-	36,000	100.0%	
1-4	PLUMBING PERMIT		9,000	9,000			9,000	100.0%	
1 -4 1-5	ELECTRICAL PERMIT		13,000	13,000			13,000	100.0%	
1-6	ENGINEERS TRAILER	MATERIAL	38,000	38,000			38,000	100.0%	
(-0	ENGINEERS INVICE	LABOR	6,000	6,000			6,000	100.0%	
1-7	CONTRACTOR'S TRAILER	MATERIAL	25.000	25,000			25,000	100.0%	
1-1	CONTROCTORS TRANSLER	LABOR	4,000	4,000			4,000	100.0%	
	PROFESSIONAL SURVEY	MATERIAL	1,000	1,000			1,000	100.0%	
18	PROFESSIONAL SURVEY	LABOR	5,000	5,000			5,000	100.0%	
4.0	JOB PHOTOS	DEGI	8,000	8,000			8,000	100.0%	
1-9	TEMPORARY ELECTRIC SETUP	MATERIAL	10,000	10,000			10,000	100.0%	
1-10	TEMPORARY ELECTRIC SETOP	LABOR	15,000	15,000	<u> </u>		15,000	100.0%	
4 44	SAFETY	MATERIAL	8,000	8,000	F		8,000	100.0%	
1–11	SMFE(1	LABOR	50,000	50,000			50,000	100.0%	
1-12	TOILETS		10,000	10,000		İ	10,000	100.0%	
1-12	TEMPORARY SHEDS	MATERIAL.	4,000	4,000			4,000	100.0%	
1-13	TERR OFFICE STREET	LABOR	3,000	3,000			3,000	100.0%	
1-14	CLEANUP	MATERIAL.	25,000	25,000			25,000	100.0%	
		LABOR	38,000	38,000			38,000	100.0%	
1-15	FIELD ENGINEERING	MATERIAL	5,000	5,000			5,000	100.0%	
		LABOR	176,000	176,000		1	176,000	100.0%	
116	TEMPORARY SERVICES	MATERIAL	105,625	105,625	1		105,625	100.0%	
		LABOR	25,000	25,000			25,000	100.0%	
1-17	HOISTING	MATERIAL	50,000	50,000			50,000	100,0%	
		LABOR	155,000	155,000			155,000	100.0%	
1-18	MANAGEMENT MONTHLY	MATERIAL	80,000	80,000			80,000	100.0%	
		LABOR	585,000	585,000			585,000 45,000	100.0%	
119	MISC OVERHEAD ITEMS MONTHLY	MATERIAL LABOR	45,000 75,000	45,000 75,000			75,000	100.0%	
1-20	STARTUP AND RELATED WORK	MATERIAL	30,411	30,411			30,411	100.0%	
1-20	Director population storics	LABOR	25,000	25,000			25,000	100,0%	
	ALLOWANCES/UNIT PRICES				1		•		
2-1	SECTION 11375		595,000 EJCDC C-620 Contractor's		Į	1	595,000	100.0%	

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Contractor's Application

or (contract):	2010 - CWMP -1			A	pplication Number:	37			
pplication Per	riod: 5/31/2013				Application Date:	5/17/13	<u> </u>		
	A		В	Work Com	pleted	Е	F		G
Item				c	D	Materials Presently	Total Completed	%	Balance to Finish
pecification			Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	Œ)	(B - F)
Section No.	Description (Application (C+D)			(C + D + E)	В	
2–2	PINCH VALVES		25,883	25,883			25,883	100.0%	
2-3	CONCRETE SURFACE REPAIR	MATERIAL.	4,000	1,200		2,800	4,000	100.0%	
	i '	LABOR	2,000	600		1,400	2,000 6.000	100.0%	
2-4	CRACK REPAIR	MATERIAL	6,000	-		6,000 4,950	6,000 4,950	100.0%	
		LABOR	4,950	10,000		4,930	48,000	100.0%	
2-5	ABESTOS PIPE REMOVAL	MATERIAL	48,000 34,800	48,000 34,800			34,800	100.0%	
		LABOR		10,000			10,000	100.0%	
26	CONNECT 2 - 8" FORCE MAINS	MATERIAL	10,000 10,000	10,000			10,000	100.0%	
	COMMISSE 1 OF SORGE MAIN	LABOR MATERIAL	4,800	4,800			4,800	100.0%	
27	CONNECT 1 - 8" FORCE MAIN	MATERIAL LABOR	4,000	4,000			4,000	100.0%	
	ANNICAT 4 STANFED LINE	MATERIAL	4,000	4,600			4,600	100.0%	
28	CONNECT 1 8" WATER LINE	MATERIAL LABOR	3,000	3,000			3,000	100.0%	
	CONNECT 4" GAS LINE	MATERIAL	250	250			250	100.0%	
2-9	CONNECT 4 GAS LINE	LABOR	250	250			250	100.0%	
	ELECTRICAL UNIT PRICES	DABOR	134				*	100.070	
	3A LOW VOLTAGE CONNECTION		2,550	315		2,235	2,550	100.0%	
	38 3/4" TYPE A CONDUIT		10.050	6,767		3,283	10,050	100.0%	
	36 2" TYPE B CONDUIT		10,650	0,707		10,650	10,650	100.0%	
	3D 2" TYPE C CONDUIT		7,000			7,000	7.000	100.0%	
	3E 3/4 TYPE E CONDUIT		10,320	2,064		8,256	10,320	100,0%	
35 36	3F NO 12 AWG TYPE THWN		2,000	756		1,244	2,000	100.0%	
	3G NO 14 AWG TYPE THWN		4,950	2,105		2,845	4,950	100.0%	
	3H NO 16 AWG TYPE THWN		840	-,		840	840	100.0%	
	3i 1C-2 #16 SHIELDED CABLE		1.000	204		796	1,000	100.0%	
	3J CAT. 5E CABLE		1,500	1,125		375	1,500	100.0%	
	DIVISION 2		.,						
	SITE DEMO site sub			_					
	BUILDING DEMO JLM	MATERIAL	50,000	50,000		ļ	50,000	100.0%	
	300000000000000000000000000000000000000	LABOR	81,000	81,000			81,000	100.0%	
	FENCE		- 1,44-				•		
	CLF AND GATES		105,000	105,000			105,000	100.0%	
	WOOD TIMBER GUARDRAIL		55,000	55,000			55,000	100,0%	
	LANOSCAPE		83,500	83,500			83,500	100.0%	
	CONCRETE WALKS - JLM	MATERIAL	47,000	47,000			47,000	100.0%	
		LABOR	90,000	90,000			90,000	100.0%	
	ASBESTOS REMOVAL		2,500	2,500			2,500	100.0%	
				-			•		
	SITE WORK SUBCONTRACTOR						+		
10	Permit, Street Sweep, Stabilized Const.	MATERIAL	8,757	8,767			8,767	100.0%	
	Entrance, Temp Acces	LABOR & EQUIP.	10,170	10,170			10,170	100.0%	
20	R&D Existing Chain Link Fence	LABOR & EQUIP.	16,036	16,036			16,036	100.0%	
30	R&D Existing Pipe & Structures	LABOR & EQUIP.	16,202	16,202			16,202	100.0%	
40	Demo odor Control Shed	LABOR & EQUIP.	563	563			563	100,0%	
50	Demo Fuel Storage Tank & Canopy	LABOR & EQUIP.	1,408	1,408			1,408	100.0%	
60	Demo Garage	LABOR & EQUIP.	2,816	2,816		1	2,816	100,0%	
70	Demo Reinforced Conc. Clarifier Tank	LABOR & EQUIP.	28,160	28,160			28,160	100,0%	
80	Clear & Grub Site	LABOR & EQUIP.	23,435	23,435			23,435	100.0%	
90	Strip, Stack, Remove Existing Loam	LABOR & EQUIP.	37,122	37,122		1 1	37,122	100.0%	
100	Mass Cut/Fill Site to Subgrade	LABOR & EQUIP.	220,095	220,095]	220,095	100.0%	

EICDC C-620 Contractor's Application for Payment
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Contractor's Application

or (contract):	2010 - CWMP -1		·· ·· · · · ·	A	pplication Number:	37			
pplication Per	riod: 5/31/2013				Application Date:	5/17/13			
	A		В	Work Com	pleted	E	F		G
Item				С	D	Materials Presently	Total Completed	%	Balance to Finish
pecification			Scheduled Value	From Previous	This Period	Stored (not in Cor	and Stored to Date	Œ	(B - F)
Section No.	Description			Application (C+D)			(C+D+E)	В	
110	Influent Bidg.	LABOR & EQUIP.	12,1 44	12,144	,		12,144	100.0%	
120	Reactor	LABOR & EQUIP.	61,509	61,509			61,509	100.0%	
130	Secondary Clarifier Dist. Box	LABOR & EQUIP.	9,540	9,540			9,540 2,828	100,0%	
140	Reactor Junction Box	LABOR & EQUIP.	2,828	2,828			2,828 17,855	100.0%	
150	Second. Clarifier 1 w/Circular Footprint	LABOR & EQUIP.	17,855	17,855			20,581	100.0%	
160	Second. Clarifier 2 w/Circular Footprint	LABOR & EQUIP.	20,581	20,581			20,381 98,667	100.0%	
170	Effluent Filter Bldg.	LABOR & EQUIP.	98,667	98,667			5264	100.0%	
180	Sand Bed Dist, Box Bldg.	LABOR & EQUIP.	5,264	5,264			3,∠04 47,114	100.0%	
190	Operations Bidg.	LABOR & EQUIP.	47,114	47,114			47,114 40,781	100.0%	
200	Process Bidg.	LABOR & EQUIP.	40,781	40,781			23,780	100.0%	
210	UV & Parshall Flume Bidg.	LABOR & EQUIP.	23,780	23,780			23,780 3,371	100,0%	
220	Electrical Bidg.	LABOR & EQUIP.	3,371	3,371			3,711	100.0%	
230	Odor Control Unit Bldg.	LABOR & EQUIP.	3,711	3,711			4,303	100.0%	
240	Supplemental Carbon Facility Bldg.	LABOR & EQUIP.	4,303	4,303			142,587	100.0%	
250	12" DGCS Roadway & Parking Lots	MATERIAL	142,587	142,587		[42,954	100.0%	
		LABOR & EQUIP.	42,954	42,954		į	2,701	100.0%	
260	interior Service Road	MATERIAL	2,701	2,701		d 1	1,969	100.0%	
		LABOR & EQUIP.	1,969	1,969			14,621	100.0%	
270	Exterior Service Road	MATERIAL	14,621	14,621			5,476	100.0%	
		LABOR & EQUIP.	5,476	5,476			4,767	100.0%	
280	Service Ramps	MATERIAL.	4,767	4,767			2,115	100.0%	
		LABOR & EQUIP.	2,115	2,115			1,144	100.0%	
290	Walks	MATERIAL.	1,144	1,144			3,175	100.0%	
		LABOR & EQUIP.	3,175	3,175			24,407	100.0%	
300	F&P Crushed Stone Inside Face of Berm	MATERIAL	24,407	24,407			24,407 15,708	100.0%	
		LABOR & EQUIP.	15,708	15,708			23,837	100.0%	
310	Construct Staging Areas	MATERIAL.	23,837	23,837			25,837 14,807	100.0%	
		LABOR & EQUIP.	14,807	14,807			24,573	100.0%	
320	Pervious Concrete Grass Paver (earthwork)	MATERIAL.	24,573	24,573	İ	1	13,830	100.0%	
		LABOR & EQUIP.	13,830	13,830	j			1 1	
330	F&I Geotextiles	MATERIAL.	14,519	14,519			14,519	100.0%	
		LABOR & EQUIP.	5,297	5,297			5,297 333,910	100.0%	
02229	340-Base & Wearing Course R/W & P/L	MATERIAL	333,910	333,910			333,910 45,674	100.0%	
		LABOR & EQUIP.	45,674	45,674		1	42,074 5,165	100.0%	
02229	350-Base & Wearing Course Bike Path	MATERIAL	5,165	5,165		1	5,165 4,766	100.0%	
		LABOR & EQUIP.	4,766	4,766			4,766 6,320	100.0%	
02510	360-Line Painting in Parking Areas	MATERIAL	6,320 6,846	6,320			6,846	100.0%	
****	070 D	LABOR & EQUIP.	6,846 10,386	6,846 10.386			10,386	100.0%	
02510	370-Precast Concrete Curb & Wheel Stops	MATERIAL	9,199	9,199	1		9,199	100.0%	
00000	200 Floor influent 501 84	LABOR & EQUIP. MATERIAL	9,199	1,250	ł		1,250	100.0%	
02698	380-Plant Influent F&I 8"	MATERIAL LABOR & EQUIP.	1,250	508			508	100.0%	
00000	200 Dahum Shudan ESI SP	MATERIAL	1,250	1,250		1	1,250	100.0%	
02698	390-Return Sludge F&t 8"		508	508			508	100.0%	
	100 Cature Olyana F6) 4011	LABOR & EQUIP.	2,422	1			2,422	100.0%	
02698	400-Return Sludge F&I 12"	MATERIAL					2,422 591	100.0%	
		LABOR & EQUIP.	591	591	1		671	100.0%	
02698	410-Potable Water F&i 4"	MATERIAL	671	671	1		1	100.0%	
		LABOR & EQUIP.	468	468	}		468	1 · · · · · · · · · · · · · · · · · · ·	
02698	420-Potable Water F&I 8"	MATERIAL	2,499	2,499	1	1	2,499	100.0%	
		LABOR & EQUIP.	1,016	1,016	1	1	1,016	100.0%	

ABOR & EQUIP. | 1,016 | 1,016 |

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or (contract):	2010 - CWMP -1			A	pplication Number:	37			
pplication Per	iod: 5/31/2013				Application Date:	5/17/13		, , , , , , , , , , , , , , , , , , ,	
	A		В	Work Com	pleted	E	F		G
ltem				С	D	Materials Presently	Total Completed	%	Balance to Finish
Specification	Description		Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	Œ	(B-F)
Section No.				Application (C+D)			(C+D+E)	В	
02698	430-Potable Water F&I Fire Hydrant	MATERIAL.	17,614	17,614			17,614	100.0%	,
02698	440-Plant Water Yard Hydrant	LABOR & EQUIP.	5,380 31,053	5,380 31,053]	5,380 31,053	100.0%	
02030	440-Fight AAGO 1 GIO LIANIST	LABOR & EQUIP.	8,908	8,968			8,908	100.0%	
02698	450-Plant Influent F&I 4" CLDI	MATERIAL	2,565	2,565			2,565	100.0%	
		LABOR & EQUIP.	2,065	2,065			2,065	100.0%	,
02698	460-Plant Influent F&I 8" CLDI	MATERIAL	60,819	60,819			60,819	100.0%	
		LABOR & EQUIP.	37,840	37,840			37,840	100.0%	
02698	470-Reactor Influent F&I 12"	MATERIAL	20,997	20,997			20,997	100.0%	
02000	490 Poneter Influent ESI 20"	LABOR & EQUIP. MATERIAL	9,665 54,913	9,665			9,665 54,913	190.0%	
02698	480-Reactor Influent F&I 20"	MATERIAL LABOR & EQUIP.	13,914	54,913 13,914			54,913 13.914	100.0%	
02698	490-Mixed Liquor F&I 14"	MATERIAL	8,944	8,944			8,944	100.0%	
02000	AND SENTEN PRODUCE L PRI 9-3	LABOR & EQUIP.	6,235	6,235			6,235	100.0%	
02698	500-Mixed Liquor F&I 36"	MATERIAL	52,823	52,823		!	52,823	100.0%	
	•	LABOR & EQUIP.	13,147	13,147			13,147	100.0%	
02698	510-Clarifier Effluent F&I 20"	MATERIAL	4,969	4,969			4,969	100.0%	
		LABOR & EQUIP.	3,084	3,084			3,084	100.0%	
02698	520-Clariffer Effluent F&I 18"	MATERIAL	22,498	22,498			22,498	100.0%	
00000	530-Filter Influent F&I 18"	LABOR & EQUIP. MATERIAL	3,651 7,210	3,651		1	3,651 7.210	100.0%	
02698	550-Files hillacia Fal 15	LABOR & EQUIP.	1,098	7,210 1,098		1	1,098	100.0%	
02698	540-Filter Effluent F&I 36"	MATERIAL	8,507	8,507			8,507	100.0%	
		LABOR & EQUIP.	1,623	1,623		1	1,623	100.0%	
02698	550-UV Effluent F&I 8"	MATERIAL	19,204	19,204		1	19,204	100.0%	
		LABOR & EQUIP.	11,850	11,850			11,850	100.0%	
02698	560-UV Effluent F&i 36"	MATERIAL.	55,215	55,215			55,215	100.0%	
		LABOR & EQUIP.	4,945	4,945		1	4,945	100.0%	
02698	580-Sand Bed Influent F&I 12"	MATERIAL	41,147	41,147		1	41,147	100.0%	
00000	SOD Cond Dod Influent EP: 44 ⁸	LABOR & EQUIP.	21,275	21,275			21,275	100.0%	
02698	590-Sand Bed Influent F&I 14"	MATERIAL LABOR & EQUIP.	18,486 10,549	18,466			18,466 10,549	100.0%	
02698	600-Sand Bed Influent Effluent Sand Bed Discharge Assembly	MATERIAL	6,618	10,549 6,618			6,618	100.0%	
22000	has unasit mineral perior has provided tractions.	LABOR & EQUIP.	6,721	6,721			6,721	100.0%	
02598	610-Waste Activated Sludge F&I 4"	MATERIAL	990	990			990	100.0%	
		LABOR & EQUIP.	780	780			780	100.0%	
02698	620-Return Sludge F&I 8"	MATERIAL	17,989	17989			17,989	100.0%	
	600 Date: 01 dec 501 400	LABOR & EQUIP,	13,594	13594			13,594	100.0%	
02698	630-Return Sludge F&I 12"	MATERIAL	17,320	17320			17,320	100.0%	
02698	640-Scum F&I 4"	LABOR & EQUIP. MATERIAL	6,825 9,311	6825 9311			6,825 9,311	100.0%	
0203G	MATHEMANICAL INC. A.	LABOR & EQUIP.	10,883	10883			10,883	100.0%	
02698	650-Scum F&I 6"	MATERIAL	2,019	2019			2,019	100.0%	
		LABOR & EQUIP.	1,354	1354			1,354	100.0%	
02698	680-Belt Presss Filtrate F&I 6*	MATERIAL	593	593			593	100.0%	
		LABOR & EQUIP.	587	587			587	100.0%	
02698	670-Decant F&I 4"	MATERIAL	478	478			478	100.0%	
		LABOR & EQUIP.	744	744			744	100.0%	
02661	680-Potable Water F&I 2", 4", 6", 8"	MATERIAL	47,602	47602			47,602	100.0%	
		LABOR & EQUIP.	35,500	35500			35,500	100.0%	

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Application Per	riod: 5/31/2013				Application Date:	5/17/13			
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Item				С	D	Materials Presently	Total Completed	%	Balance to Finish
Specification Section No.	Description		Scheduled Value	From Previous Application (C+D)	This Period	Stored (not in C or	and Stored to Date $(C + D + E)$	Œ) B	(B - F)
02681	690-Plant Water F&I 2", 6", 8"	MATERIAL	62,040	62040	***************************************		62,040	100.0%	·
		LABOR & EQUIP.	62,136	62136			62,136	100.0%	
02698	700-Process Air Excavate & Backfill Only 6"	LABOR & EQUIP.	14,978	14978			14,978	100.0%	•
02698	710-Process Drain F&I 3", 4", 8", 12"	MATERIAL	24,946	24946			24,946	100.0%	•
02698	700 Descrito C21 97	LABOR & EQUIP. MATERIAL	29,196 18,777	29196 [8777			29,196 18,777	100.0%	
02098	720-Recycle F&I 8"	LABOR & EQUIP.	20,881	20.881			20.881	100.0%	
02698	730-Sanitary F&I 4", 6", 8" & cleanout	MATERIAL	5.350	5,350			5,350	100.0%	
		LABOR & EQUIP.	12,734	12,734			12,734	100.0%	
02698	740-Storm Drain 4", 6", 12" & 24"	MATERIAL	15,245	15,245			15,245	100.0%	
		LABOR & EQUIP.	58,495	58,495			58,495	100.0%	
02698	750-Sump Pump Discharge F&I 4"	MATERIAL	313	313			313	100.0%	
		LABOR & EQUIP.	529	529			529	100.0%	
02698	760-Sodium Hydroxide F&I 1.5" in 6" HDPE	MATERIAL	10,024	10,024			10,024	100.0%	
	TO Constitute to Contract ECD for 48 0 48 Disc.	LABOR & EQUIP.	8,226	8,226			8,226	100.0%	
02698 02698	770-Supplemental Carbon E&B for 1" & 4" Pipes 780-Odor Control F&I 8", 12", 18", 22", 26" 30"	LABOR & EQUIP. MATERIAL	3,466 113,073	3,466 113,073			3,466 113,073	100.0% 100.0%	
U2090	1760-CQCI CONIUCI POI 6 , 12 , 16 , 22 , 20 30	LABOR & EQUIP.	57,696	57,696			57,696	100.0%	
02698	790-Septage F&I 8*	MATERIAL	422	422			422	100.0%	
02000	1 00 00pmg0 1 01 0	LABOR & EQUIP.	187	187			187	100.0%	
02661	800-Tempered Water F&I 1.5", 2"	MATERIAL	3,689	3,689			3,689	100.0%	
	,	LABOR & EQUIP.	18,844	18,844			18,844	100.0%	
02223	810-Gas: E&B only for 4" & 2" Gas Pipe	LABOR & EQUIP.	34,657	34,657			34,657	100.0%	
02223	820-HWS & HWR E&B only for 2"	LABOR & EQUIP.	1,945	1,945			1,945	100,0%	
93300	830-Concrete Thrust Blocks CTB	MATERIAL	20,719	20,719			20,719	100.0%	
		LABOR & EQUIP.	10,488	10,488			10,488	100.0%	
02724	840-4' Diameter catch Basin	MATERIAL	6,192	6,192			6,192	100.0%	
	are uple Ctdd CD1(1)	LABOR & EQUIP.	4,268	4,268			4,268	100.0%	
02734	850-4' Diameter Standard SDMH	MATERIAL	2,896	2,896			2,896	100.0%	
02724	860-F&I 8' dia, Leaching Pit	LABOR & EQUIP.	4,324	4,324		1	4,324	100.0%	
02124	oco-res o dia. Leaving Fit	MATERIAL LABOR & EQUIP.	159,159 92,976	159,159 92,976			159,159 92,976	100.0%	
C-4	870-4' Diameter Stormceptor	MATERIAL	38,612	38,612			38,612	100.0%	
-	are a management	LABOR & EQUIP.	12,474	12,474			12,474	100.0%	
02734	880-F&I Brick Inverts	MATERIAL	17,849	17,849			17,849	100.0%	
		LABOR & EQUIP.	29,488	29,488			29,488	100.0%	
02980	890-4' Wide Mow Street Adj. to Bldgs.	MATERIAL	24,571	24,571			24,571	100.0%	
	_	LABOR & EQUIP.	26,731	26,731		1	26,731	100,0%	
02980	900-1.5" Wide Mow St. @ Inside & Outside Adjacent to Chain Link		31,916	31,916		1	31,916	100.0%	
		LABOR & EQUIP.	27,270	27,270			27,270	100.0%	
C-20	910-Pressure Treated Wood Post	MATERIAL	542	542		1	542	100.0%	
00000	DOD 40V Boulder @ 6' on Contex 1'-	LABOR & EQUIP.	303	303			303	100.0%	
02223	920-1CY Boulder @ 6' on Center on-site	LABOR & EQUIP.	5,199	5,199			5,199	100.0%	
05500	930-Steel Bollards	MATERIAL	9,368	9,368			9,368	100.0%	
02440	P4D Modular Block Potaining Mis ^a	LABOR & EQUIP.	17,989	17,989		1	17,989	100.0%	
03410	940-Modular Block Retaining Wall	MATERIAL	73,316	73,316			73,316	100,0%	
02980	950-F&P Pervious Concrete Grass Paver	LABOR & EQUIP. MATERIAL	70,716 50,683	70,716			70,716	100.0%	
07300	Popul di 1 disipas Colloidia Glass Lava:	LABOR & EQUIP.	34,020	50,683 34,020]	50,683 34,020	100.0%	
ດວອອກ	980-Spread Screened Ton Soil in Grees Areas		1					1	
02980	980-Spread Screened Top Soil in Grass Areas	LABOR & EQUIP.	42,655	42,655			42,655	1	

For (contract):	2010 - CWMP -1			A	pplication Number:	37			
Application Per	riod: 5/31/2013			AN THE HISTORY OF TAXABLE	Application Date:	5/17/13			
	۸		В	Work Com	pleted	E	F		G
ltem				C	D	Materials Presently	Total Completed	%	Balance to Finish
Specification Section No.	Description		Scheduled Value	From Previous Application (C+D)	This Period	Stored (not in C or	and Stored to Date $(C+D+E)$	Œ B	(B - F)
0222	970-E&B for Precast Vault	LABOR & EQUIP.	2,339	2,339			2,339	100.0%	
	980-E&B for Precast Valve Vauit	LABOR & EQUIP.	1,101	1,101			1,101	100.0%	
	990-E&B for Precast Wet Well	LABOR & EQUIP.	1,514	1,514		1	1,514	100.0%	
	1000-E&B for Precast Condensate Vault	LABOR & EQUIP.	4,403	4,403		[[4,403 8.138	100.0%	
	1010-Influent Bldg. E&B only for Under Slab Piping	LABOR & EQUIP.	8,138 8,138	8,138 8,138			8,138	100.0%	
02223	1020-Process Bldg. Lower Floor E&B Only for Under Slb Piping	LABOR & EQUIP.	8,138 32,557	32,557			32,557	100.0%	
02223	1030-Operation Bidg. E&B Only for Undeer Stab Piping	LABOR & EQUIP. LABOR & EQUIP.	3,464	3,464			3,464	100.0%	
02223 02223	1040-Septage Receiving Bidg. E&B only for Under Slab Piping 1050-Electrical Bidg. E&B Only for Under slab Piping	LABOR & EQUIP.	509	509			509	100.0%	
02223	1050-Effluent Filter Bldg. E&B Only for Under slab Piping	LABOR & EQUIP.	1,017	1.017			1.017	100.0%	
02223	1070-Install Only Instrumentation Handhole	LABOR & EQUIP.	17,747	17,747			17,747	100.0%	
02223	1080-Install Only Electrical Handhole	LABOR & EQUIP.	8.874	8,874			8,874	100.0%	
02223	1090-Install Only Electrical Manhole	LABOR & EQUIP.	24,141	24,141			24,141	100.0%	
	1100-Install Only Instrumentation Manhole	LABOR & EQUIP.	B,874	8,874			8,874	100.0%	
	1110-Install Only Transformer Ped	LABOR & EQUIP.	3,655	3,655			3,655	100.0%	
02222	1120-Install Only Precast Conc. Light Pole Base	LABOR & EQUIP.	25,024	26,024			26,024	100.0%	
	1130-E&B for Site Lighting Conduit	LABOR & EQUIP.	25,699	25,699			25,699	100.0%	
02223	1140-Const. Reinforced Conc. Encased Ductbanks	MATERIAL	72,052	72,052			72,052	100.0%	
		LABOR & EQUIP.	72,512	72,512			72,512	100.0%	
02223	1150-Const. Gravel Encased Ductbanks	LABOR & EQUIP.	22,894	22,894			22,894	100.0%	
02223	1180-Const. Gravel Encased Ductbank from IHH to Main Ductbank	LABOR & EQUIP.	8,523	8,523			8,523	100.0%	
02223	1190-Remove Asbestos Pipe	LABOR & EQUIP.		-			•		
02223	1210-Plant Influent: Tie in 2 8"FM	MATERIAL					*		
		LABOR & EQUIP.					•		
02223	1230-Connect One 8* FM	MATERIAL				<u> </u>			
		LABOR & EQUIP.	-	- [
02223	1250-Connect One 8* Water Pipe	MATERIAL		.			-		
		LABOR & EQUIP.		-			7	100.00	
02223	1270-Excavate for Septage Receiving Bldg	LABOR & EQUIP.	3,397	3,397			3,397	100.0%	
02223	1289-Seeding	MATERIAL	15,771	15,771			15,771	100.0%	
02000	1900 by diagram Marchan & Mulah	LABOR & EQUIP. MATERIAL	16,626	16,626			16,626	100.0%	
02223	1290-Landscape Plantings & Mulch		•	•			*		
02223	1300-Post Bid-Temp By-Pass of 6" CLDI Water Pipe Class 52 w/Ty	LABOR & EQUIP.	4,341	4,341			4,341	100.0%	
UZZZJ	1990-Cost Bit-1911 DY-LESS OF A CEDI MARK LINE CISSS 3% #\	LABOR & EQUIP.	2,976	2,976			2,976	100.0%	
02223	1310-Post Bid-Temp By-Pass 4" CLDI Sanitary Force Main Pipe	MATERIAL	2,563	2,563		1	2,563	100.0%	
Jerro	in the second company was a supersymmetric from the transfer to the second company to th	LABOR & EQUIP.	2,830	2,830			2,830	100.0%	
	CONCRETE STRUCTURES	,	2,500	-			-,300		
03350	INFLUENT	MATERIAL	64,000	64,000			64.000	100.0%	
		LABOR	146,000	146,000			146,000	100.0%	
03350	a. wall finish	MATERIAL	1,000	1,000			1,000	100.0%	
		LABOR	12,000	12,000			12,000	100.0%	
03350	REACTOR	MATERIAL	255,000	255,000			255,000	100.0%	
		LABOR	455,000	455,000			455,000	100.0%	
03350	b. wall finish	MATERIAL	5,000	5,000			5,000	100.0%	
		LABOR	90,000	90,000			90,000	100.0%	
03350	REACTOR & CLARIFIER DB'S	MATERIAL	274,000	274,000			274,000	100.0%	
		LABOR	71,000	71,000			71,000	100.0%	
03350	c. wall finish	MATERIAL	1,000	1,000			1,000	100.0%	
		LABOR	9,000	9,000			9,000	100.0%	

Contractor's Application

or (contract):	2010 - CWMP -I			A	application Number:	37			
pplication Peri	iod: 5/31/2013		and district	A STANCE OF THE PROPERTY OF TH	Application Date:	5/17/13			
		A	В	Work Com	pleted	E	F		G
ltein				С	D	Materials Presently	Total Completed	%	Balance to Finish
Specification Section No.		Description	Scheduled Value	From Previous Application (C+D)	This Period	Stored (not in C or	and Stored to Date (C + D + E)	Œ B	(B - F)
	CLARIFIERS	MATERI	AL 104,000			· · · · · · · · · · · · · · · · · · ·	104,000	100.0%	
10202	2.00	LABOR	217,000				217,000	100.0%	
03350	d. wali finish	MATERI	AL 1,000	1,000			1,000	100.0%	
I		LABOR	16,000	18,000			18,000	100.0%	
03350	FILTER	MATERI		135,000		1	135,000	100.0%	
ŀ		LABOR	340,000	340,000			340,000	100.0%	
03350	e. wall finish	MATERI		3,000			3,000	100.0%	
		LABOR	59,000	,			59,000	100.0%	
03350	SAND FILTER	MATERI		14,800			14,800	100.0%	
00000		LABOR	34,000				34,000	100.0%	
03350	a. wall finish	MATERI		200			200	100.0%	
03350	OPERATIONS	LABOR MATERI	5,000				\$,000	100.0%	
03350	UPERMIUNS	LABOR	AL 98,900 165,500				98,900 165,500	100.0%	
03350	a. wall finish	MATERI					100	100.0%	
05550	a. Han marci	LABOR	2,500				2,500	100.0%	
03350	PROCESS	MATERI				1	84,000	100.0%	
1		LABOR	190,000				190,000	100.0%	
03350	e, wail and underslab finish	MATERI					5,000	100.0%	
		LABOR	30,000		ļ		30,000	100.0%	
03350	UV/ PARSHALL	MATERI					37,500	100.0%	
į		LABOR	150,000				150,000	100.0%	
03350	a.wall and undersiab finish	MATERL		1			500	100.0%	
1		LABOR	10,000				10,000	100.0%	
03350	ELECTRICAL	MATERI	AL 6,500	6,500			6,500	100.0%	
		LABOR	14,000	14,000			14,000	100.0%	
03350	a. wall finish	MATERI	AL 500	500	i		500	100.0%	
		LABOR	1,000				1,000	100.0%	
03350	SLUDGE DEWATERING	MATERI					3,000	100.0%	
		LABOR	9,000	1]	9,000	100.0%	
03350	SEPTAGE PART AA1	MATERI					11,000	100.0%	
	CITE DADO	LABOR	23,000				23,000	100.0%	
03350	SITE PADS	MATERI		1			5,000	100.0%	
03350	TANK TESTING	LABOR	10,000				10,000	100.0%	
03330	TANK TESTING	MATERI					23,000	100.0%	
03350	CONCRETE PATCHING	LABOR MATERI	15,000 AL 12,000	1		1	15,000	100.0%	
33300	CONTRACTOR	LABOR	AL 12,000 58,000				12,000	100.0%	
03350	LIGHT BASES	MATERI					58,000	100.0%	
*****		LABOR	2,500	_,			2,600 2,600	100.0%	
	others	Dabor	2,000	2,000	alle de la constante de la con		2,000	100.0%	
03200	1266-KEINFORCING						_		
	OPERATIONS BUILDING	MATERI	AL 40,000	40,000			40,000	100.0%	
		LABOR	32,000				32,000	100.0%	
03200	FILTER BUILDING	MATERI					32,000 80,000	100.0%	
J		LABOR	63,000		1		63,000	100.0%	
03200	PROCESS BUILDING	MATERI					45,000	100.0%	
		1 Lan	- 1			1	45,000	100.074	
1		LABOR	36,000	36,000	l .	1	36,000	100,0%	

EJCDC C-620 Contractor's Application for Payment
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r (contract):	2010 - CWMP -1			A	pplication Number:	37			
plication Per	riod: 5/31/2013				Application Date:	5/17/13			
	A		В	Work Com	pleted	Е	F		G
Item				С	D	Materials Presently	Total Completed	%	Balance to Finish
ecification	P ()		Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	Œ	(B-F)
ection No.	Description			Application (C+D)			(C+D+E)	В	
·····		LABOR	13,000	13,000			13,000	100.0%	
03200	ELECTRICAL BUILDING	MATERIAL	3,000	3,000			3,000 2,500	100.0%	
		LABOR	2,500 35,000	2,500 35,000		ŀ	35,000	100.0%	
03200	INFLUENT BUILDING	MATERIAL LABOR	28,000	28,000			28,000	100.0%	
	SECONDARY CLARIFIER	MATERIAL	70,000	70,000			70,000	100,0%	
	SECONDAR! CLARIFIER	LABOR	56,000	56,000			56,000	100.0%	
	REACTOR	MATERIAL	223,000	223,000			223,000	100.0%	
		LABOR	174,000	174,000			174,000	100.0%	
	SAND BED JUNCTION BOX	MATERIAL	8,000	8,000			8,000	100.0%	
		LABOR	6,000	6,000			6,000	100.0%	
	SLUDGE DEWATERING BUILDING	MATERIAL.	1,000	1,000			1,000	100.0%	
		LABOR	500	500			500	100,0%	
	SEPTAGE RECEIVING BUILDING	MATERIAL	5,000	5,000			5,000	100,0%	
		LABOR	4,000	4,000			4,000	100,0%	
	MISCELLANEOUS SITEWORK	MATERIAL	14,000	14,000			14,000	100.0%	
		LABOR	11,000	11,000			11,000	100.0%	
				0,000			96,000	100.0%	
3410	PRECAST PLANK		96,000	96,000			35,000 35,000	100.0%	
3451	ARCHITECTURAL PRECAST	MATERIAL	35,000 24,000	35,000 24,000			24,000	100.0%	
3482	PRECAST VAULTS	LABOR	5,000	5,000			5,000	100.0%	
4300	MASONRY	LABOR	3,000	J,000			3,000	100,074	
1000							-		
60	MOBILIZATION	MATERIAL	1,600	1,600			1,600	100.0%	
81		LABOR	5,400	5,400			5,400	100.0%	
70	FIELD PANEL	MATERIAL	2,500	2,500			2,500	100.0%	
71		LABOR	2,500	2,500			2,500	100,0%	
80	OPERATION INT CMU	MATERIAL	42,700	42,700			42,700	100.0%	
81		LABOR	79,300	79,300			79,300	100,6%	
90	OPERATION EXT - VENEER	MATERIAL	60,000	80,000			80,000	100.0%	
91		LABOR	120,000	120,000			120,000	100.0%	
100	OPERATION EXT - CMU	MATERIAL	68,250	68,250			68,250 126,750	100.0%	
101	LODGOATION OF VIEW CIVIL	LABOR MATERIAL	126,750 39,200	126,750 39,200			126,750 39,200	100.0%	
110	OPERATION GLAZED - CMU	MATERIAL LABOR	39,200 58,800	58,800			58,800	100.0%	
111 120	OPERATION EXT - TIES	MATERIAL	2,000	2,000			2,000	100.0%	
121	OF EIGHTON BAT - TREO	LABOR	3,000	3,000			3,000	100.0%	
	INFLUENT INT CMU	MATERIAL	5,250	5,250		-	5,250	100.0%	
131		LABOR	9,750	9,750			9,750	100.0%	
	INFLUENT EXT CMU	MATERIAL	48,000	48,000			48,000	100.0%	
141	4	LABOR	72,000	72,000			72,000	100,0%	
150	INFLUENT EXT VENEER	MATERIAL	49,600	49,600			49,600	100.0%	
151		LABOR	74,400	74,400			74,400	100.0%	
160	PROCESS INT CMU	MATERIAL.	22,400	22,400			22,400	100.0%	
161		LABOR	41,600	41,600			41,600	100.0%	
170	PROCESS EXT CMU	MATERIAL	23,800	23,800			23,800	100,0%	
171		LABOR	44,200	44,200			44,200	100.0%	
180	PROCESS EXT VENEER	MATERIAL	28,800	28,800			28,800	100.0%	
181		LABOR	43,200	43,200	l		43,200	100.0%	

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or (contract):	2010 - CWMP -1			A	pplication Number:	37			
pplication Peri	iod: 5/31/2013				Application Date:	5/17/13			
	A		В	Work Com	oleted	E	F		G
item				С	D	Materials Presently	Total Completed	%	Balance to Finish
Specification Section No.	Description		Scheduled Value	From Previous Application (C+D)	This Period	Stored (not in C or	and Stored to Date (C+D+E)	Œ B	(B - F)
	FILTER EXT CMU	MATERIAL	16,800	16,800		1	16,800	100.0%	
191	The fact of the	LABOR	31,200	31,200			31,200	100.0%	
	FILTER EXT VENEER	MATERIAL	22,000	22,000		1	22,000	100.0%	
201		LABOR	33,000	33,000			33,000	100,0%	
	UV/PARS EXT VENEER	MATERIAL	8,000	8,000		1	8,000	100.0%	
211	***************************************	LABOR	12,000	12,000			12,000	100.0%	
	ELECTRIC R INT CMU	MATERIAL	1,750	1,750		1	1,750	100.0%	
221		LABOR	3,250	3,250		1	3,250	100.0%	
1	ELECTRIC R EXT CMU	MATERIAL	12,600	12,800			12,800	100.0%	
231	ACCORDING TO STORE OF THE STATE	LABOR	19,200	19,200			19,200	100.0%	
	ELECTRIC R EXT VENEER	MATERIAL	12,000	12,000			12,000	100.0%	
241		LABOR	18,000	18,000			18,000	100.0%	
	SLUDGE PUMP INT. CMU	MATERIAL	2,100	2,100			2,100	100.0%	
251	SEGSGET OMIC 1111. ONIO	LABOR	3,900	3,900			3,900	100.0%	
	SLUDGE PUMP EXT. VENEER	MATERIAL	400	400			400	100.0%	
261	GLODGE FOWF CXT. VENELIN	LABOR	600	600			600	100.0%	
1	SEPTAGE INT. CMU	MATERIAL	2,000	2,000			2,000	100.0%	
271	SET IAGE IN 1. OMO	LABOR	3,000	3,000			3,000	100.0%	
	OFFITACE BYT CAUL	MATERIAL	1				•		
	SEPTAGE EXT. CMU	LABOR	9,800 18,200	9,800		i	9,800 18,200	100.0% 100.0%	
281	DEDTAGE FOR A PAREED	MATERIAL	16,200	18,200				100.0%	
1	SEPTAGE EXT. VENEER			16,800			16,800		
291 5001	THE AMERICAN	LABOR	25,200	25,200			25,200	100.0%	
	MISC IRON FILED								
,	BONDS		14,000	14,000			14,000	100.0%	
i	INTERIOR & EXTERIOR RAILS		125,000	125,000		1	125,000	100.0%	
	GRATING @ CLARIFIER & D-BOX		22,000	22,000			22,000	100.0%	
	RAILS @ CONCRETE STAIRS		20,000	20,000			20,000	100.0%	
	STAIR RC-1		20,000	20,000		1	20,000	100.0%	
	STAIR RC-2		20,000	20,000			20,000	100.0%	
Ī	STAIR RC-3		20,000	20,000			20,000	100.0%	
	STAIR RC-4		15,000	15,000			15,000	100.0%	
	STAIR RJB-1		15,000	15,000			15,000	100.0%	
	STAIR SCDB-1		10,000	10,000		ļ	10,000	100,0%	
	STAIR PB-1		15,000	15,000			15,060	100.0%	
	STAIR SCF-1		8,000	8,000			8,000	100.0%	
	STAIR IB-1 - 1 & Platform		25,000	25,000			25,000	100.0%	
	STAIR SRB-1		7.000	7,000			7,000	100.0%	
	STAIR EFB-1, 2 &3		22,000	22,000			22,000	100.0%	
	STAIR SC1-1 & SC2-1		20,000	20,000			20,000	100,0%	
	STAIR GRATING & RAMP RAILS @ VEH STORAGE		20,000	20,000			20,000	100.0%	
05520	GRATING, LADDER, & RAILS @ SEPTAGE BLD		12,000	12,000			12,000	100,0%	
05520	EXTERIOR LADDER		22,000	22,000			22,000	100.0%	
05531	MISC FRAMING & SUPPORTS		20,000	20,000		1	20,000	100.0%	
05531	CK PLATE, & LADDERS @ FILTER BLDG		41,000	41,000			41,000	100.0%	
	GRATING & SAND BED DIST BOX		10,000	10,000			10,000	100,0%	
L L	GRATING @ DISK AERATOR		3,000	3,000			3,000	100.0%	
	GRATING @ PROCESS BLD		8,000	8,000			8,000	100.0%	
	GRATING & REACTOR		25,000	25,000			25,000	100.0%	
	MISC IRON 95596		,	المامردء			27,000	100,074	
1	Operations Building					1	•	1 1	

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Contractor's Application

For (contract);	2010 - CWMP -1		A	pplication Number:	37			
Application Per	riod: 5/31/2013		······································	Application Date:	5/17/13			
	A	В	Work Com	pleted	E	F		G
Item			С	D	Materials Presently	Total Completed	%	Balance to Finish
Specification		Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	Œ	(B - F)
Section No.	Description		Application (C+D)			(C + D + E)	В	
	Door Jambs and lintels Furnish	64,565	64,565			64,565	100.0%	•
			****			-	100 00/	
	Bollards & Bearing Plates	10,735				10,735 42,573	100.0% 100.0%	-
	Framing & Angles	42,573	42,573			42,313	100,57	•
	Influent Bldg	20,434	20,434			20,434	100.0%	
	Door Jambs & Lintels	3,477	3,477		l	3,477	100.0%	
	Bollards & Bearing Tubes	3,216	1			3,216	100.0%	
	Bar Reck	3216	5,210			2,210		
	Process Bidg	18,558	18,558			18,558	100.0%	
	Lintels & Bearing Plates Filter Bidg	10,550	10,250			.5,556	" "	,
	Lintels & Searing Plates	8,093	8,093		}	8,093	100.0%	
	Suppl Carbon Facility	0,000	0,555			•		
	Steel Framing	6,506	6,506			6,506	100.0%	
	UV-Parahail Flume					•		
	Searing Plates	1,550	1,550			1,550	100.0%	
	Electrical Bidg	1	-					
	Lintois/Angels & Plates	4,909	4,909			4,909	100.0%	•
	Sludge Process Bldg		-		}	•		•
	LinteleiAngles & Plates	4,890	4,890			4,890	100.0%	•
	Sludge Dewatering Bidg					-		,
	Framing & Bearing Tubes	5,959	5,959			5,959	100.0%	•
	Septage Receiving Bidg		-			•		
	Door Jambs & Lintels	4,860	4,860			4,860	100.0%	
	Bollards & Bearing Plates	2,218	l .		1	2,218	100.0%	•
	Site bollards	472				472	100.0%	•
	Odor control Duct Supports	13,711	13,711			13,711	100.0%	
	S. S. Web Piztes	13,274	13,274			13,274	100.0%	
	ļ		*			•		•
	CARPENTRY / TRUSS /DRYWALL						100.00	•
1	Bond	18,020				18,020 14,700	100.0% 100.0%	•
2 3	Shops Exterior walls	14,700 6,300				6,300	100.0%	
s	OPERATIONS BUILDING	6,30	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		1	-		•
05425		erations Bidg 62,280	62,280		1	62,280	100.0%	,
	Metal Trusses Lab	89,080			1	89,080	100.0%	
0612	5-Roof Sheathing Met	93,400		j		93,400	100.0%	
	Roof Sheathing Lab	68,250				68,250	100.0%	
05400	6-Ext. Metal Studs/Sheathing Mat	21,000				21,900 41,280	100.0% 100.0%	
27.400	Ext. Metal Studs/Sheathing Lab	41,280 24,080				41,280 24,080	100.0%	
07466 07486	7-Hardi Siding/Trims Met Hardi Siding/Trims Lab	34,080				24,080 34,080	100.0%	
07486 07213	8-Batt Insulation Mai	16,080				16,080	100.0%	
41519	Batt Insulation Lab	19,080	,	1		19,080	100.0%	
08710	9-Doors/Hardware Install Lab	8,080				8,080	100.0%	
09260	10-Int. Metal Studs Mat	4,080	1			4,080	100.0%	
	Ini. Metal Studs Lab	7,580	7,580	1	Į	7,580	100.0%	

7,580 7,580 7,580 EJCDC C-620 Contractor's Application for Payment 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

er (contract):	2010 - CWMP	. [A	pplication Number:	37			
oplication Per	iod: 5/31/2013				, , , , , , , , , , , , , , , , , , , ,	Application Date:	5/17/13			
		A		В	Work Com	pleted	E	F		G
Item					c	D	Materials Presently	Total Completed	%	Balance to Finish
pecification				Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	(E)	(B - F)
Section No.		Description			Application (C+D)			(C+D+E)	В	
09260	11-Gypsum Wallboard Ma	it	<u></u>	6,080	6,080			6,080	100.0%	
	Gypsum Wallboard Lab			22,080	22,080			22,080	100.0%	
09260		lat		1,580	1,580 20,080			1,580 20,080	100,0% 100.0%	
	Taping Lab	1-1		20,080	1,080		1	1,080	100.0%	
09260		lat		2,080	2,080			2,080	100.0%	
05425	Blocking Lab 1-Metal Trusses Mat		Influent Bidg	18,080	18,080			18,080	100.0%	
	Metal Trusses Lab		maraciti Diog	25,540	25,540			25,540	100,0%	
	2-Roof Sheathing Mat			5,250	5,250			5,250	100.0%	
	Roof Sheathing Leb			10,500	10,500			10,500	100.0%	
	3-Ext. Metal Studs/Sheathing N	Aat		10,500	10,500			10,500	100.0%	
	Ext. Metal Studs/Sheathing Lai	•		15,750	15,750		1	15,750	100.0%	
07466	4-Hardi Siding/Trims Mat			9,450	9,450			9,450	100.0%	
	Hardi Siding/Trims Lab			15,750	15,750			15,750	100.0%	
	5-Batt Insulation Calling Met			4,620	4,620		1 1	4,620	100.0%	
	Batt Insulation Calling Lab			7,350	7,350		1	7,350 1,680	100.0%	
	6-Doors/Hardware Install Lab			1,680	1,680			1,050	100.0%	
09260	7-Gypsum Wallboard Mat			1,050 3,150	1,050 3,150			3,150	100.0%	
00000	Gypsum Waliboard Lab 8-Taping Ma			525	525			525	100.0%	
09260	8-Taping Ma Taping Lab	ıı		2,625	2,625			2,625	100.0%	
05425	1-Metal Trusses Ma	•	Process Bldg	14,700	14,700			14,700	100.0%	
00-12-5	Metal Trusses Lab	•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	13,650	13,650			13,650	100.0%	
06112	2-Roof Sheething Ma	l		19,908	19,908			19,908	100.0%	
	Roof Sheathing Lab			11,550	11,550			11,550	100.0%	
	3-Ext. Metal Studs/Sheathing Mat			10,500	10,500			10,500	100.0%	
	Ext. Metal Studs/Sheathing Lab			14,650	14,650			14,650	100.0%	
	4-Hardi Siding/Trims Mat			8,400	8,400			8,400	100.0%	
	Hardi Siding/Trims Lab			10,500	10,500		t I	10,500	100.0%	
07213	6-Batt Insulation Ceiling Mat			4,200	4,200	Ì		4,200 6,300	100.0%	
20240	Batt Insulation Ceiling Lab			6,300 3,150	6,300 3,150			3,150	100.0%	
08710 09260	8-Door/Hardware Install Lab 7-Gypsum Wallboard Mai			2,100	2,100			2,100	100.0%	
	Gypsum Wallboard Lab			5.250	5,250			5,250	100.0%	
	8-Taping M	et.		525	525			525	100.0%	
24544	Taping Lab			3,675	3,675			3,675	100,0%	
09260		lat		5,250	5,250			5,250	100.0%	
	FRP Leb			4,200	4,200	1	·	4,200	100.0%	
09800	10-Sound Panels M	et		10,500	10,500			10,500	100.0%	
	Sound Panels Lab			10,500	10,500			10,500	100.0%	
05425	1-Metal Trusses Mat		Filter Bldg	8,400	8,400		i i	8,400	100.0%	
	Metal Trusses Lab			13,600	13,600		Ī	13,600	100.0%	
06112	2-Roof Sheathing Mat			3,675	3,675			3,675	20.001 20.001	
00445	Roof Sheathing Lab	Ant.		7,350 4,725	7,350			7,350 4,725	100.0%	
06112	3-Ext. Metal Studs/Sheathing I			4,725 7,675	4,725 7,875			4,725 7,875	100.0%	
07466	Ext. Metal Studs/Sheathing La 4-Hardi Skiing/Trims Mat	U		4,200	4,200	1		4,200	100.0%	
07466	4-Hardi Siding/Trims Mat Hardi Siding/Trims Lab			6,300	6,300	ļ		6,300	100.0%	
07213	5-Batt Insulation Ceiling Mat			2,625	2,625			2,625	100.0%	
01213	Batt Insulation Ceiling Lab			3,675	3,675	-		3,675	100.0%	

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	A		В	Work Com	pleted	E	F		G
ftem				С	D	Materials Presently	Total Completed	%	Balance to Finish
Specification			Scheduled Value	From Previous	This Period	Stored (not in Cor	and Stored to Date	Œ)	(B - F)
Section No.	Description			Application (C+D)			(C + D + E)	В	
08710	6-Doors/Hardware Install Lab	·	525	525			525	100,0%	•
09260	7-FRP Met		6,300	6,300			6,300	100.0%	
	FRP Lab		5,250	5,250			5,250	100.0%	
05425	1-Metal Trusses Mat	UV Pershall	5,250	5,250			5,250 5,775	100,0%	
	Metal Trusses Leb 2-Roof Sheathing Mat		5,775 2,100	5,775 2,100		ļ .	2,100	100.0%	
06112	2-Roof Sheathing Mat Roof Sheathing Lab		3,150	3,150			3,150	100.0%	
06112	3-Ext. Metal Studs/Sheathing Mat		2,100	2,100			2,100	100.0%	
00112	Ext, Metal Studs/Sheathing Lab		3,150	3,150			3,150	100.0%	
07460	4-Hardi Siding/Trims Met		3,675	3,675			3,675	100.0%	
	Hardi Siding/Trims Lab		4,725	4,725			4,725	100,0%	-
09280	5-FRP Mat		3,675	3,675			3,675	100.0%	•
	FRP Lab	_	3,150	3,150			3,150	100.0%	
05425	1-Motal Trusses Mat	Electrical Bidg.	5,250	5,250			5,250 5,775	100.0%	•
00440	Metal Trusses Lab 2-Roof Sheathing Mat		5,775 2,625	5,775 2,625		•	2,625	100,0%	•
06112	2-Roof Sheathing Mat Roof Sheathing Lab		3,675	3,675		i	3,675	100.0%	
06112	3-Ext. Metal Studs/Sheathing Mat		2,625	2,625			2,625	100.0%	
00112	Ext. Metal Studs/Sheathing Lab		4,200	4,200			4,200	100.0%	,
07460	4-Hardi Siding/Trims Met		1,575	1,575			1,575	100.0%	
	Hardi Siding/Trims Lab		3,150	3,150			3,150	100.0%	
07213	5-Batt Insulation Colling Mat		1,575	1,575		1	1,575	100,0%	•
	Batt Insulation Ceiling Lab		2,100	2,100			2,100	100.0%	-
08710	6-Door/Hardware Install Lab		525	525			525	100.0%	•
09260	7-Gypsum Waliboard Mat		525 1,575	525 1,575]	525 1,575	100.0%	
09260	Gypsum Wallboard Lab 8-Taping Mat		210	210			210	100.0%	
U9200	Taping Lab		1,365	1,365		1	1,365	100.0%	
05425	1-Metal Trusses Mai	Studge Process	5,250	5,250			5,250	100.0%	,
	Metal Trusses Lab	. •	6,825	6,825			6,825	100.0%	
06112	2-Roof Sheathing Met		2,625	2,625		1	2,625	100,0%	
	Roof Sheathing Lab		3,875	3,675			3,675	100.0%	
06112	3-Ext. Metal Studs/Sheathing Mat		2,625	2,625			2,625	100.0%	,
	Ext. Metal Studs/Sheathing Lab		4,200	4,200			4,200	100.0%	
07460	4-Hardi Siding/Trims Mat		2,625 3,675	2,625			2,625 3,675	100.0%	,
07213	Hardi Siding/Trims Lab 5-Batt Insulation Ceiling Mat		3,675 1,575	3,675 1,575			3,675 1,575	100.0%	
01213	Batt Insulation Ceiling Lab		2,100	2,100			2,100	100.0%	
08710	6-Door/Hardware Install Lab		1,575	1,575			1,575	100.0%	
05425	1-Metal Trusses Mai	Sludge Dewatering	14,850	14,650			14,650	100.0%	,
	Metal Trusses Lab	•	17,800	17,800			17,800	100.0%	
06112	2-Roof Sheathing Mat		7,350	7,350			7,350	100.0%	,
	Roof Sheathing Lab		10,500	10,500			10,500	100.0%	
06112	3-Ext. Metal Studs/Sheathing Mat		5,250	5,250		1	5,250	100.0%	,
	Ext. Metal Studs/Sheathing Lab		8,400	8,400			8,400	100.0%	
07460	4-Hardi Siding/Trims Mat		8,400	8,400			8,400	100.0%	•
07213	Herdi Siding/Trims Lab S-Batt Insulation Ceiling Met		13,600 2,100	13,600			13,600	100.0%	
07213	Bett Insulation Ceiling Lab		4,200	2,100 4,200			2,100 4,200	100.0%	
05425	1-Metal Trusses Mat	Septic Receiving	4,725	4,725			,	100.0%	

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or (contract):	2010 - CWMP -1		A	pplication Number:	37			
plication Per	riod: 5/31/2013			Application Date:	5/17/13			
	A	В	Work Com	pleted	E	F		G
item			С	D	Materials Presently	Total Completed	%	Balance to Finis
specification	Description	Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	Œ	(B - F)
Section No.	Description		Application (C+D)			(C+D+E)	В	,
	Metal Trusses Lab	5,250	5,250			5,250	100.0%	- WA
06112	2-Roof Sheathing Mat	2,100	2,100			2,100	100.0%	
06112	Roof Sheathing Lab	2,625	2,625			2,625	100.0%	
00112	3-Ext. Metal Studz/Sheathing Mat Ext. Metal Studz/Sheathing Lab	2,100 3,150	2,100 3,150			2,100	100.0%	
07460	4-Hardi Skiling/Trims Mat	1,575	1,575			3,150 1,575	100.0% 100.0%	
	Hardi Siding/Trims Lab	2,625	2,625			2,625	100.0%	
5	5-Batt Insulation Ceiling Mat	525	525			525	100.0%	
	Bat Insulation Ceiling Lab	1,050	1,050			1,050	100.0%	
6	6-Doors/Hardware Install Lab	525	525			525	100.0%	
			-			-		
	7602-WATERPROOFING				1			
	1.0-Start-up	8,000	8,000			8,000	100.0%	
	2.0-Bond	3,678	3,678			3,678	100.0%	
	3.0-AVB		-			•		
7190	3.01-Operations Bidg Material	3,400	3,400		1	3,400	100.0%	
7190	3.02-Operations Bldg Labor	28,000	28,000			28,000	100.0%	
7190	3.03-influent Bidg Material	4,200	4,200			4,200	100.0%	
7190	3.04-Influent Bidg Labor	28,000	28,000			28,000	100.0%	
	3.05-Process Bidg Material	t,100	1,100			1,100	100.0%	
	3.06-Process Bldg Labor	9,500	9,500		1	9,500	100.0%	
7190	3.07-Filter Bidg Material	700	700		1	700	100.0%	
7190	3.05-Filter Bidg Labor	6,500	6,500			6,500	100.0%	
7190 7190	3.09-UV Flume Blog Material	700	700			700	100.0%	
	3.10-UV Flume Bidg Labor	3,200	3,200			3,200	100.0%	
	3.11-Electrical Bldg Material	400	400			400	100.0%	
	3.12-Electrical Bldg Labor	2,700	2,700			2,700	100.0%	
	3.13-Septage Bidg Material	500	500			500	100.0%	
07900	3.14-Septage Bidg Labor 4.0-Septage Bidg Labor	3,500	3,500			3,500	100.0%	
	4.01-Operations Bldg Material		•			-		
	4.02-Operations Bldg Labor	3,000	3,000			3,000	100.0%	
07900	4.03-influent Bidg Material	33,000	33,000			33,000	100.0%	
	4.04-Influent Bidg Labor	500	500			500	100.0%	
	4.95-Process Bidg Material	9,500	9,500			9,500	100.0%	
07900	4.06-Process Bidg Labor	·	1,000			1,000	100.0%	
-	4.07-Filter Bidg Material	10,000	10,000			10,000	100.0%	
	4.08-Filter Bldg Labor	6,500	500 6,500			500	100.0%	
	4.09-UV Bidg Material	500	6,500 500			6,500	100.0%	
	4.10-UV Bldg Labor	3,500	3,500			500	100.0%	
	4.11-Electrical Bldg Material	500	500			3,500	100.0%	
	4.12-Electrical Bidg Labor	3,500	3,500			500	100.0%	
	4.13-Sludge Bidg Material	500	500			3,500	100.0%	
	4.14-Sludge Bidg Labor	8,500				500	100.0%	
1	4.15-Septage Bidg Material	5,500	6,500			6,500	100,0%	
	4.16-Septage Bidg Labor	4,500	500		1	500	100.0%	

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r (contract):	2010 - CWMP -1				A	pplication Number:	37			
plication Per	riod: 5/31/2013	^				Application Date:	5/17/13			
		A		8	Work Com	pleted	E	F		G
ltem		1.11.00			С	D	Materials Presently	Total Completed	%	Balance to Finish
ecification		Description		Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	(E)	(B - F)
ection No.		- ·			Application (C+D)			(C + D + E)	В	
07002 07002	5.0Dampproofing 5.01-Process Side Material			500	500			500	100.0%	
07002	5.02-Process Bidg Labor			5,000	5,000			5,000	100.0%	
07002	5.03-Filter Bidg Material			600	600]	5,000	100.0%	
07002	5.04-Filter Bidg Laor			6,000	6,000			6,000	100.0%	
	6.0-Rigging			7,822	7,822			7,822	100.0%	
	•			1	.,			1,022	100.076	
7001	ROOFING									
	Bond and lan			6,700	6,700			6,700	100.0%	
	Shingles and malls			140,000	140,000			140,000	100.0%	
	Underlayment			16,800	16,800			16,800	100.0%	
	Flashing Material			9,200	9,200			9,200	100.0%	
	Gutters			4,000	4,000			4,000	100.0%	
	Dewnsponts			1,500	1,500			1,500	100.0%	
	geom Secrets			5,200	5,200			5,200	100.0%	
8001	WINDOWS							•	1	
	GENERAL CONDITIONS			4,000	4,000			4,000	100.0%	
	WINDOWS		MATERIAL	58,591	58,591			58,591	100.0%	
			LABOR	16,729	16,729			16,729	100.0%	
	HOLLOW METAL DOORS			15,000	15,000			15,000	100.0%	
	FIBERGLASS DOORS			80,600	80,000			80,000	100.0%	
	OVERHEAD DOORS			133,000	133,000]	133,000	100.0%	
	STOREFRONTS			54,000	54,000		1	54,000	100.0%	
	HARDWARE			58,000	58,000			58,000	100.0%	
	TRANSLUGNT PANELS			139,000	139,000			139,000	100.0%	
	TILE BOND				•			-	1	
	CERAMIC		MATERIAL	980	980			980	100.0%	
	CETOSITO		LABÓR	19,272	19,272 20,000			19,272	100.0%	
9002	ACCOUSTICAL TILE		L-DON	25,000	20,000			20,000	100.0%	
	grid material			8,500	8,500]	8,500	100.0%	
	grid Inber			6,500	6,500			6,500	100.0%	
	tile material			6,500	6,500			6,500	100.0%	
	tiio laber			3,500	3,500		1	3,500	100.0%	
	besd			400	400		1 1	400	100.0%	
9003	resilient tile		MATERIAL	25,330	25,330			25,330	100.0%	
			LABOR	13,960	13,960			13,960	100.0%	
1	PAINT							*		
	Operations Building			57,000	57,000			57,000	100.0%	
	inflacat Bubbles			104,000	104,000			104,000	100.0%	
	Process Building			118,000	118,000			118,000	100.0%	
	Filter Balidles			78,000	78,000			78,000	100.0%	
	UV Baliding			7,000	7,000			7,000	100.0%	
	Electrical Building			7,000	7,000			7,000	100.0%	
	Septage Recolving building			23,000	23,000			23,000	100.0%	

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or (contract):	2010 - CWMP -1			A	application Number:	37			
pplication Per	iod: 5/31/2013				Application Date:	5/17/13	· · · · · · · · · · · · · · · · · · ·	- Indiana in the second	
	A		8	Work Com	pleted	£	F		G
Item				С	D	Materials Presently	Total Completed	%	Balance to Finish
Specification Section No.	Description		Scheduled Value	From Previous Application (C+D)	This Period	Stored (not in C or	and Stored to Date	E) B	(B - F)
	Sindge Process Building		13,000	13,000			(C+D+E) 13,000	100.0%	
	Sindge Dewatering Building		13,000	13,000			13,000	100.0%	
1	Reactor		6,000	6,000			6,000	100.0%	
3	Reacter Janctien Box		6,000	6,000]	6,000	100,0%	
	Clariflers		109,000	109,000			109,000	100.0%	
	Scam Pamp Station		6,000	6,000			6,000	100.0%	
	Studge Melding Tonks		60,000	60,000			60,000	100.0%	
	Septinge Helding, Channel & Grease		44,000	44,000			44,000	100.0%	
1	Mobilization		8,700	8,700			8,790	100.0%	
10105	Display eqards	MATERIAL	2,250	- 2,250				100.00	
10100	and a sea to desirate to the contraction the	LABOR	500	500			2,250	100.0%	
10160	TOILET PARTITIONS	MATERIAL	5,200	5,200			500	100.0%	
		LABOR	2,000	2,000			5,200 2,000	100.0%	
10441	ans	MATERIAL	23,000	23,000				100.0%	
		LABOR	3,000	3,000			23,000		
10508	LOCKERS	MATERIAL	8,000	8,000			3,000	100.0%	
	m or we common an	LABOR	2,000	2,000			8,000		
10800	TOILET ACESSORIES	MATERIAL	4,600	4,600		1	2,006	100.0%	
		LABOR	1,000	1,000			4,600	100.0%	
11501.2	TOOLS led AA-3	MATERIAL	120,000	104,000		16,000	1,000	100.0%	
1,,,,,,,		LABOR	5,000	4,300		700	120,000	100.0%	
11600	Lar equipment	C C C	72,000	72,000		/~/	5,000	100.0%	
	WATER PURFIER		27,000	27,000			72,000		
	SAFETY EQUIPMENT	MATERIAL	15,000	15,000			27,000	100.0%	
	week man a adult deligity	LABOR	1,000	1,000			15,000	100.0%	
12345	LAB CASEWORK	MATERIAL	78,000	78,000			1,000	100.0%	
		LABOR	26,000	26,000			78,000	100.0%	
12512	BLINDS	DON	4,000	4,000			26,000	100.0%	
1	FURNITURE Incl AA-2	MATERIAL	77,000	77,000			4,000	100.0%	
		LABOR	5,000	5,000			77,000	100,0%	
14602	Hoists & Crames	Great 1	163,000	163,000			5,000	100.0%	
ł	Fire Tuprestion		165,000	103,000			163,000	100.0%	
1	INTERGEN CLEAN AGENT SYSTEM MATERIAL		14,500	14,500			-	100.00	
	INTERGEN CLEAN AGENT SYSTEM LABOR		4,500	4,500			14,500	100.0%	
	DRY CHEMICAL SYSTEM MATERIAL		17,800	17,800			4,500	100.0%	
	DRY CHEMICAL SYSTEM LABOR		6,200	6,200			17,800	100.0%	
	FIRE PROTECTION		0,200	0,200			6,200	100.0%	
	MOBILIZATION		5.400	5.400				100.01	
	VALVE STATION	MATERIAL	7,200	7,200			5,400	100.0%	
•	VALVE STATION	LABOR	3,500	7,200 3,500			7,200 3,500	100.0%	
	FABRICATED	MATERIAL	20,800	20,800			20,800	100.0%	
	ROUGH	LABOR	13,600	13,600			13,600	100.0%	
- 4	FINISH	LABOR	6,400	6,400			6,400	100.0%	
	TESTING AND CERTIFICATION		1,500	1,500			1,500	100.0%	
15001	Plumbing			•			.,500		

EICDC C-620 Contractor's Application for Payment
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or (contract):	2010 - CWMP -1			A	pplication Number:	37			
plication Pe	riod: 5/31/2013	A STATE OF THE STA	· · · · · · · · · · · · · · · · · · ·		Application Date:	5/17/13			
	A	MULTURAL TO A STATE OF THE STAT	В	Work Com	pleted	E	F		G
Item				c	D	Materials Presently	Total Completed	%	Balance to Finis
pecification	Description		Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	(E)	(B - F)
ection No.	Description			Application (C+D)			(C + D + E)	B	
	Bond		7,060	7,000		1	7,000	100.0%	
	COORD DRAWINGS		5,000	5,000		1	5,000	100.0%	
	INFLUENT BUILDING								
	15430 UNDERGROUND SANITARY PIPING	MATERIAL	8,000	8,000		ļ .	8,000	100,0%	
	15430 ABOVE GROUND DRAINS & VENTS	MATERIAL	3,000	3,000			3,000	100.0%	
	15410 WATER PIPING	MATERIAL	6,000	6,000		1	6,000	100.0%	
	15430 FLOOR DRAINS	MATERIAL	4,000	4,000			4,000	100.0%	
	15260 INSULATION	MATERIAL	2,000	2,000			2,000	100.0%	
	INFLUENT BUILDING	LADOD	40.000	10,000			10,000	100.0%	
	15430 UNDERGROUND SANITARY PIPING	LABOR LABOR	10,000	4,000			4,000	100.0%	
	15430 ABOVE GROUND DRAINS & VENTS 15410 WATER PIPING	LABOR	4,000 7,000	7,000			7,000	100.0%	
			2,000	2,000]	2,000	100.0%	
	1430 FLOOR DRAINS 15260 INSULATION	LABOR LABOR	2,000	2,000			2,000	100.0%	
	PROCESS BUILDING	DABOR	2,000	2,000			2,000	100.076	
	15430 UNDERGROUND SANITARY PIPING	MATERIAL	5,000	5,000		1	5,000	100.0%	
	15430 ABOVE GROUND DRAINS & VENTS	MATERIAL	3,000	3,000			3,000	100.0%	
	15410 WATER PIPING	MATERIAL	10,000	10,060			19,000	100.0%	
	15410 WATER SERVICE	MATERIAL	5,000	5,000		1	5,000	100.0%	
	15430 FLOOR DRAINS	MATERIAL	4,000	4,000		1	4,000	100.0%	
	15440 FIXTURES & FINISH	MATERIAL	12,000	12,000		1	12,000	100.0%	
	15260 INSULATION	MATERIAL	3,000	3,000			3,000	100.0%	
	PROCESS BUILDING			*			•		
	15430 UNDERGROUND SANITARY PIPING	LABOR	5,000	5,000		į į	5,000	100.0%	
	15430 ABOVE GROUND DRAINS & VENTS	LABOR	4,000	4,000		1	4,000	100,0%	
	15410 WATER PIPING	LABOR	12,000	12,000			12,000	100.0%	
	15410 WATER SERVICE	LABOR	2,000	2,000		l l	2,000	100.0%	
	15430 FLOOR DRAINS	LABOR	2,000	2,000		1	2,000	100.0%	
	15440 FIXTURES & FINISH	LABOR	6,000	6,000		1	6,000	100.0%	
	15260 INSULATION	LABOR	3,000	3,000			3,000	100.0%	
	OPERATIONS BUILDING			· -			•		
	15430 UNDERGROUND SANITARY PIPING	MATERIAL	8,000	8,000			8,000	100.0%	
	15430 ABOVE GROUND DRAINS & VENTS	MATERIAL	7,000	7,000			7,000	100.0%	
	15410 WATER PIPING	MATERIAL.	14,000	14,000		1	14,000	100,0%	
	15410 WATER SERVICE	MATERIAL	10,000	10,000			10,000	100.0%	
	15430 FLOOR DRAINS	MATERIAL	3,000	3,000			3,000	100.0%	
	15410 COMPRESSOR & AIR LINES	MATERIAL	10,000	10,000			10,000	100.0%	
	15430 LAB WASTE PIPING	MATERIAL	8,006	8,000		1	8,000	100.0%	
	15440 PRECAST & NEUTRALIZATION TANKS	MATERIAL	10,000	10,000		-	10,000	100.0%	
	15440 FIXTURES & FINISH	MATERIAL	25,000	25,000			25,000	100.0%	
	15260 INSULATION	MATERIAL	5,000	5,000			5,000	100.0%	
	OPERATIONS BUILDING			*			-		
	15430 UNDERGROUND SANITARY PIPING	LABOR	10,000	10,000			10,000	100.0%	
	15430 ABOVE GROUND DRAINS & VENTS	LABOR	7,000	7,000			7,000	100.0%	
	15410 WATER PIPING	LABOR	15,000	15,000			15,000	100.0%	
	15410 WATER SERVICE	LABOR	4.000	4,000			4,000	100.0%	
	15430 FLOOR DRAINS	LABOR	2,000	2,000			2,000	100.0%	
	15410 COMPRESSOR & AIR LINES	LABOR	6,000	6,000			6,000	100.0%	
	15430 LAB WASTE PIPING	LABOR	5,000	5,000			5,000	100.0%	
	15440 PRECAST & NEUTRALIZATION TANKS	LABOR	4,000	4,000			4,000	100,0%	

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or (contract):	2010 - CWMP -I			A	pplication Number:	37			
plication Per	iod; 5/31/2013				Application Date:	5/17/13			
	A		В	Work Comp	pleted	Е	F		G
item				С	D	Materials Presently	Total Completed	%	Balance to Finish
pecification			Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	(E)	(B - F)
Section No.	Description			Application (C+D)			(C + D + E)	В	
	15440 FIXTURES & FINISH	LABOR	15,000	15,000		1	15,000	100.0%	
	15260 INSULATION	LABOR	5,000	5,000			5,000	100.0%	
	SEPTAGE RECEIVING BUILDING					1	5,000	100.0%	
	15430 UNDERGROUND SANITARY PIPING	MATERIAL	5,000	5,000			1,000	100.0%	
	15430 ABOVE GROUND DRAINS & VENTS	MATERIAL.	1,000	1,000			7,000	100.0%	
	15410 WATER PIPING	MATERIAL	7,000	7,000 1,000			1,000	100.0%	
	15430 FLOOR DRAINS	MATERIAL	1,000				1,000	100.0%	
	15260 INSULATION	MATERIAL	1,000	1,000			1,000	100.074	
	SEPTAGE RECEIVING BUILDING	LABOR	4 000	4,000			4.000	100,0%	
	15430 UNDERGROUND SANITARY PIPING	LABOR	4,000	1,000			1,000	100.0%	
	15430 ABOVE GROUND DRAINS & VENTS	LABOR	1,000 5,000	5,000		1	5,000	100.0%	
	15410 WATER PIPING	LABOR	1,000	1,000		1	1,000	100.0%	
	15430 FLOOR DRAINS	LABOR LABOR	1,000	1,000			1,000	100.0%	
	15250 INSULATION	LABUK	1,000	1,000			.,500		
	EFFLUENT FILTER BUILDING	MATERIAL	2,000	2,000			2,000	100.0%	
		LABOR	2,000	2,000			2,000	100.0%	
	SI SCENE BUILDING	LABUK	2,000	4,000			-		
	ELECTRIC BUILDING 15430 UNDERGROUND SANITARY PIPING	MATERIAL	3,000	3,000			3,000	100.0%	
	15430 UNDERGROUND SANTART PIPING	MATERIAL	500	500			500	100.0%	
	15430 ABOVE GROUND DRAINS & VENTS	MATERIAL	500	500			500	100.0%	
	ELECTRIC BUILDING	WINTERPE		-					
	15430 UNDERGROUND SANITARY PIPING	LABOR	2,000	2,000			2,000	100.0%	
	15430 FLOOR DRAINS	LABOR	500	500			500	100.0%	
	15430 ABOVE GROUND DRAINS & VENTS	LABOR	500	500			500	100.0%	
	SLUDGE PROCESS BUILDING			-			-		
	15430 DRAINS & VENTS	MATERIAL	1,000	1,000			1,000	100.0%	
	15440 FIXTURES & FINISH	MATERIAL	4,000	4,000		1	4,000	100.0%	
	SLUDGE PROCESS BUILDING			-			-		
	15430 DRAINS & VENTS	LABOR	1,000	1,000		-	1,000	100.0%	
	15440 FIXTURES & FINISH	LABOR	3,000	3,000		***	3,000	100.0%	
				-			-		
							-		
15002	HVAC PIPE AND FITTINGS						-]	
	OPERATIONS BUILDING						-		
	15890 SHEET METAL		29,376	29,376			29,376	100.0%	
	MISC SM MAT		21,703	21,703		1	21,703	100.0%	
	SHOP LABOR		31,498	31,498		1	31,498	100.0%	
	FIELD LABOR ROUGH IN		45,816	45,816			45,816	100.0%	
	FIELD LABOR FINISH		2,128	2,128			2,128	100.0%	
	MISC FIELD MAT		8,337	8,337			8,337	100.0%	
	INFLUENT BUILDING			1				1	
	15890 SHEET METAL		11,876	11,876			11,876	100.0%	
	MISC SM MAT		8,773	8,773	İ		8,773	100.0%	
	SHOP LABOR		12,778	12,778		†	12,778	100,0%	
	, FIELD LABOR ROUGH IN		16,781	16,781			16,781	100.0%	
	FIELD LABOR FINISH		860	860			860	100.0%	
	MISC FIELD MAT		3,066	3,066			3,066	100.0%	
	PROCESS UP						-		
	15890 SHEET METAL		6,875	6,875	j	I	6,875	100.0%	

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plication Per	iod: 5/31/2013		······································	Application Date:	5/17/13			· · · · · · · · · · · · · · · · · · ·
	A	В	Work Comp	pleteri	Е	F	and the same	G
Item			C	D	Materials Presently	Total Completed	%	Balance to Finis
pecification		Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	Œ	(B - F)
ection No.	Description		Application (C+D)			(C + D + E)	В	- · · ·
	MISC SM MAT	5,079	5,079			5,079	100.0%	
	SHOP LABOR	7,511	7,511			7,511	100.0%	
1	FIELD LABOR ROUGH IN	9,854	9,854			9,854	100.0%	
1	FIELD LABOR FINISH	498	498			498	100.0%	
	MISC FIELD MAT	1,799	1,799			1,799	100.0%	
- 1	PROCESS LO	,,,,,			1			
Ī	15890 SHEET METAL	2,031	2,031			2,031	100.0%	
	MISC SM MAT	1,501	1,501			1,501	100.0%	
	SHOP LABOR	2,549	2,549			2,549	100.0%	
	FIELD LABOR ROUGH IN	3,187	3,187			3,187	100.0%	
	FIELD LABOR FINISH	147	147			147	100.0%	
	MISC FIELD MAT	580	580			580	100.0%	
İ	ELECTRIC BUILDING	300	360			540		
	15890 SHEET METAL	1,250	1,250			1,250	100,0%	
	MISC SM MAT	924	924			924	100.0%	
	SHOP LABOR	1,425	1,425			1,425	100.0%	
	FIELD LABOR ROUGH IN	2,241	2,241			2,241	100.0%	
	FIELD LABOR FINISH	91	2,241			2,241	100.0%	
	MISC FIELD MAT	406				406		
	SLUDGE PROCESS BUILDING	400	406			400	100.0%	
		0.976	9,375		1	9,375	100.00	
	15890 SHEET METAL	9,375			1		100.0%	
	MISC SM MAT	6,926	6,926		1	6,926	100.0%	
	SHOP LABOR	9,929	9,929			9,929	100.0%	
	FIELD LABOR ROUGH IN	14,467	14,467			14,467	100.0%	
	FIELD LABOR FINISH	679	679		1	679	100.0%	
	MISC FIELD MAT	2,633	2,633			2,633	100,0%	
	DEWAT		•			•		
	15890 SHEET METAL	1,720	1,720			1,720	100.0%	
	MISC SM MAT	1,270	1,270		1	1,270	100.0%	
	SHOP LABOR	1,760	1,760			1,760	100.0%	
	FIELD LABOR	2,491	2,491			2,491	100.0%	
	MISC FIELD MAT	432	432			432	100.0%	
	SEPTAGE RECEIVING BUILDING		-			•		
	15890 SHEET METAL	1,596	1,596			1,596	100.0%	
	MISC SM MAT	532	532			532	100.0%	
	SHOP LABOR	4,052	4,052			4,052	100.0%	
	FIELD LABOR ROUGH IN	6,194	6,194			6,194	100.0%	
	FIELD LABOR FINISH	326	326			326	100.0%	
	MISC FIELD MAT	40	40			40	100.0%	
	PIP OPERATIONS		-			-		
	15510 HVAC PIPE AND FITTINGS	30,899	30,899			30,899	100.0%	
	FIELD LABOR	140,261	140,261			140,261	100,0%	
	MISC FIELD MAT	5,455	5,455			5,455	100.0%	
	PIP INFLUENT	1				.,		
	15510 HVAC PIPE AND FITTINGS	14,463	14,463			14,463	100.0%	
	FIELD LABOR	66,372	66,372			66,372	100.0%	
	MISC FIELD MAT	2,579	2,579			2,579	100.0%	
	PIP PROCESS	2,575	4,379			2,379	100,070	
	15510 HVAC PIPE AND FITTINGS	44.470	13.50			11.00	100.00	
	100 TO THE AND FILLINGS	11,176	11,176		1	11,176	100.0%	

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lication Per	riod: 5/31/2013				Application Date:	5/17/13			
	A		В	Work Comp	pleted	Ε	F		G
Item				С	D	Materials Presently	Total Completed	%	Balance to Finis
ecification	Description		Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	(E)	(B • F)
ection No.	<u> </u>			Application (C+D)			(C + D + E)	В	
	MISC FIELD MAT		2,150	2,150			2,150	100.0%	
	PIP SLUDGE						-		
	15510 HVAC PIPE AND FITTINGS		9,204	9,204			9,204	100.0%	
	FIELD LABOR		43,209	43,209			43,209	100.0%	
	MISC FIELD MAT		1,585	1,685			1,685	100.0%	
			0.050	2.052			2002		
	15510 HVAC PIPE AND FITTINGS		2,052	2,052		1	2,052	100.0%	
	FIELD LABOR MISC FIELD MAT		11,827	11,827			11,827	100.0%	
	ADMINISTRATION		331	331			331	100.0%	
	PROJECT MANAGER		27,804	27,804			27 904	100 00	
	GENERAL CONDITIONS						27,804	100.0%	
	CLOSEOUT DOC		19,907	19,907			19,907	100.0%	
	MOBILIZATION		1,760	1,760			1,760	100.0%	
	EQUIPMENT		2,000	2,000			2,000	100.0%	
	HEAT PIPE	15510	7004	7/ 3//			***		
1 2	BOILERS		76,344	76,344			76,344	100.0%	
_	EX. FANS / CURBS	15560	72,611	72,611			72,611	100.0%	
3		15865	46,466	46,466		!	46,466	100.0%	
4	HW UNIT HEATERS	15835	41,442	41,442			41,442	100.0%	
5	AIR HANDLING UNITS	15855	41,285	41,285			41,285	100.0%	
	DOMESTIC TANKS	15515	40,250	40,250			40,250	100.0%	
	S/S DAMPERS	15910	25,185	25,185			25,185	100.0%	
	LOWERS	15940	20,930	20,930			20,930	100.0%	
9	PACKAGED A/C UNITS	15782	17,923	17,923			17,923	100.0%	
	PUMPS	15540	13,892	13,892			13,892	100.0%	
11	RGD'S	15940	12,851	12,851			12,851	100.0%	
12	A/C UNITS	15786	11,927	11,927		1	11,927	100.0%	
	VARIABLE FREQUENCY DRIVES	15985	10,925	10,925			10,925	100.0%	
14	VIBRATION ISOL AND SEISMIC MAT	15515	8,050	8,050			8,050	100.0%	
	STACK / BREECHING	15560	7,788	7,786			7,786	100,0%	
	FIN TUBE	15835	5,348	5,348			5,348	100.0%	
	MVP SUCTION DIFFUSERS	15940	4,860	4,860			4,860	100.0%	
18	UNDERGROUND PIPING	15510	4,386	4,386			4,386	100.0%	
	EXPANSION TANKS	15515	4,309	4,309			4,309	100.0%	
20	AIR SEPARATORS	15515	3,885	3,885			3,885	100.0%	
	VAV BOXES	15985	3,782	3,782			3,782	100.0%	
22	GLYCOLFEED UNIT	15515	3,048	3,048			3,048	100,0%	
23	RADIANT PANELS	15835	1,932	1,932			1,932	100.0%	
	CHEMICAL TREATMENT	15510	1,869	1,869			1,869	100.0%	
25	HOT WATER COILS	15835	1,150	1,150			1,150	100.0%	
28	ROOF (WALLS CAPS	15910	909	909			909	100.0%	
	P-TAC UNITS	15782	867	887			887	100.0%	
28	ROOF CURBS	15870	719	719			719	100.0%	
	GLYCOL	15515	564	564			564	100.0%	
	BACKDRAFT DAMPERS	15910	552	552			552	100.0%	
31	ELECTRIC UNIT HEATERS	15835	477	477			477	100.0%	
	FIRE DAMPERS	15910	190	190			190	100.0%	
33	OTHER EQUIPMENT		6,039	6,039			6,039	100.0%	
	SUBS			-			-	-	
	AUTO TEMP CONTROLS	15985	110,509	110,509			110,509	100.0%	

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pplication Pe	riod: 5/31/2013				Application Date:	5/17/13			
	A		В	Work Com	pleted	ε	F	Ī	G
ltem				С	D	Materials Presently	Total Completed	%	Balance to Finish
Specification	N	······································	Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	Œ)	(B-F)
Section No.	Description			Application (C+D)			(C+D+E)	В	
	INSULATION	15290	71,040	71,040			71,040	100.0%	
	TESTING AND BALANCING	15990	34,946	34,946			34,946	100.0%	
	CRANE / RIGGING		5,000	5,000			5,000	100.0%	
00040	MECHANICAL EQUIPMENT F & I - JLM	MATERIAL	0.000	0.000			* **		
06610	FIBERGLASS ENCLOSURES	MATERIAL LABOR	9,000 13,000	9,000 13,000			9,000 13,000	100.0%	
11287	WEIR PLATES & ACCESSORIES	MATERIAL	20,000	20,000			20,000	100.0%	
11401		LABOR	7,000	7,000		i	7,000	100.0%	
11288	FIBERGLASS CLARIFIER ACCESSORIES	MATERIAL	30,000	30,000			30,000	100.0%	
		LABOR	24,500	24,500			24,500	100.0%	
11290/91	SLUICE & SLIDE GATES	MATERIAL	475,000	475,000			475,000	100.0%	
	-	LABOR	70,000	70,000			70,000	100,0%	
11301	PLANT WATER & FLUSHING WATER	MATERIAL	130,000	130,000			130,000	100.0%	
		LABOR	4,000	4,000			4,000	100.0%	
11302	PERISTALTIC SAMPLE PUMPS	MATERIAL	-	-		· ·	-		
		LABOR		-			•		
11304	RAS & WAS PUMPS	MATERIAL	79,000	79,000		1	79,000	100.0%	
44007	CONTRACTOR E CONTRO	LABOR	4,000	4,000			4,000	100.0%	
11307	SUBMERSIBLE PUMPS	MATERIAL	17,000	17,000			17,000	100.0%	
11308	POSITIVE DISPLACEMENT PUMPS	LABOR MATERIAL	4,500	4,500			4,500	100.0%	
11300	FOSTIVE DISPERCEMENT FOMES	LABOR	73,000 5,000	73,000 5,000			73,000	100.0%	
11309	CHOPPER PUMPS	MATERIAL	60,000	60,000			5,000 60,000	100.0%	
11000	511517 E111 6111 6	LABOR	5,000	5,000		1	5,000	100.0%	
11316	SUMP PUMPS	MATERIAL	25,000	25,000			25,000	100.0%	
	by Mech	LABOR					25,000	100.074	
11319	IN-LINE GRINDERS	MATERIAL	52,000	52,000			52,000	100.0%	
		LABOR	2,500	2,500		1	2,500	100.0%	
11320	SUBMERSIBLE MIXER	MATERIAL	14,000	14,000			14,000	100.0%	
		LABOR	4,000	4,000			4,000	100.0%	
11330	PRELIMINARY TREATMENT SYSTEM	MATERIAL	459,000	459,000			459,000	160.0%	
		LABOR	13,000	13,000			13,000	100.0%	
11331	SEPTAGE RECEIVING STATION	MATERIAL	350,000	350,000			350,000	100.0%	
11337	AL SOUDIED FOR IDMENT	LABOR	13,000	13,000			13,000	100.0%	
11331	CLARIFIER EQUIPMENT	MATERIAL.	200,000	200,000			200,000	100.0%	
11345	CHEMICAL FEED PUMPS	LABOR Material	15,000 68,000	15,000 68,000			15,000	100.0%	
110-10	and the same of th	LABOR	2,500	2,500			68,000	100.0%	
11346	SUPPLEMENTAL FEED PUMPS	MATERIAL	2,300	2,300			2,500	100.0%	
	_	LABOR	_				•		
11350	LIQUID CHEMICAL STORAGE TANKS	MATERIAL	45,000	45,000			45,000	100.0%	
		LABOR	5,000	5,000			5,000	100.0%	
11360	BELT FILTER PRESS	MATERIAL	200,000	200,000			200,000	100.0%	
		LABOR	8,500	8,500			8,500	100.0%	
11370	POSITIVE DISPLACEMENT BLOWERS	MATERIAL	58,000	58,000			58,000	100.0%	
		LABOR	12,000	12,000			12,000	100.0%	
11372	COARSE BUBBLE DIFFUSER SYSTEM	MATERIAL	25,000	25,000			25,000	100.0%	
	by Mech	LABOR	- 1				•		
11375	OXIDATION DITCH REACTOR SYSTEM	MATERIAL	in allowances				•		
		LABOR	30,000	30,000			30,000	100.0%	

Contractor's Application

For (contract):	2010 - CWMP -1			A	pplication Number:	37			
application Per	iod: 5/31/2013	A CONTRACTOR OF THE PROPERTY O			Application Date:	5/17/13	,		ATTENDED TO STATE OF THE STATE
	A	ABOTTO TO THE STREET OF THE ST	8	Work Com	plesed	Ε	F		G
Item				C	D	Materials Presently	Total Completed	%	Balance to Finish
Specification	B		Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	(E)	(B - F)
Section No.	Description			Application (C+D)			(C+D+E)	В	
11380	DENITRIFICATION FILTER SYSTEM	MATERIAL.	650,000	650,000			658,000	100.0%	
		LABOR	47,500	47,500			47,500	100.0%	
11381	ODOR CONTROL SYSTEM	MATERIAL	350,000	350,000		1	350,000	100.0%	
		LABOR	7,000	7,000		1	7,000	100.0%	
11390	UV DISINFECTION EQUIPMENT	MATERIAL	275,000	275,000			275,000 9,000	100.0%	
		LABOR	9,000	9,000 13,000			13,000	100.0%	
11399	WASTEWATER SAMPLERS	MATERIAL LABOR	1,500	1,500		1	1,500	100.0%	
40400	ALL DAMES OF CONTROL COVERS	MATERIAL	525,000	525,000			525,000	100.0%	
13133	ALUMINUM ODOR CONTROL COVERS	LABOR	49,000	49,000			49.000	100.0%	
13201/05	ABOVEGROUND TANK & MONITORING	MATERIAL	107,000	107,000			107,000	100.0%	
15201105	ADOVEGROUND TARK & MONITORING	LABOR	3,000	3,000		1	3,000	100.0%	
13309	PARSHALL FLUME	MATERIAL	6,000	6,000		1	6,000	100.0%	
15555		LABOR	3,000	3,000			3,000	100.0%	
15100	PINCH VALVES - BID ITEM 4D		1				•		
	by Mech						•	1 1	
15060	MEC# 8UB sections 15060,15100,15140			-					
1	Boads		42,000	42,000			42,000	100.0%	
	Insurance		35,000	35,000			35,000	100.0%	
i	Site Mobilization		30,800	30,800			30,800	100.0%	
	Site DeMobilization		12,000	12,000			12,000	100.0%	
	Influent Building Underslab Piping Labor		76,000	76,000			76,000	100.0%	
	Influent Building Underslab Piping Material		30,000	30,000			30,000	100.0%	
	Influent Building Above Slab Piping Labor		83,900	83,900			83,900	100,0%	
	Influent Building Above Slab Piping Material		36,800	36,800			36,800	100.0%	
	Reactor Labor		157,000	157,000			157,000	100.0%	
	Reactor Material		132,900	132,900			132,900	100.0%	
	Reactor Junction Box Labor		17,100	17,100			17,100	100.0%	
	Reactor Junction Box Material		18,200	18,200			18,200	100.0%	
	Secondary Clarifiers Labor		79,700	79,700		1	79,700	100.0%	
	Secondary Clarifiers Material		25,000	25,000			25,000	100.0%	
	Scum Pump Station Labor		9,000 8,000	9,000 8,000			9,000 8,000	100.0%	
	Soum Pump Station Material Lower Effluent Sand Filter Building Piping Labor		88,800	88,800			88,800	100.0%	
	Lower Effluent Sand Filter Building Piping Cabon		127,500	127,500			127,500	100.0%	
	Upper Effuent Sand Filter Building Piolog Labor		20,000	20,000			20,000	100.0%	
	Upper Effluent Sand Filter Building Piping Material		20,000	20,000			20,000	100.0%	
	Process Bulkling Labor		141,300	141,000			141,000	100.0%	
	Process Building Material		186,000	186,000		Ì	186,000	100.0%	
	UV & Parshali Flume Structure Lebor		30,300	30,300			30,300	100.0%	
	UV & Parshall Flume Structure Material		21,000	21,000		}	21,000	100.0%	
	Supplemental Carbon Facility Labor		20,500	20,500			20,500	100.0%	
	Supplemental Carbon Facility Material		11,400	11,400			11,400	100.0%	
	Studge Holding Tanks Lower Labor		30,800	30,800			30,800	100.0%	
	Skidge Holding Tanks Lower Material		27,850	27,850			27,850	100.0%	
	Studge Holding Tanks Upper Labor		36,200	36,200			36,200	100.0%	
	Sludge Holding Tanks Upper Material		21,900	21,900			21,900	100.0%	
	Studge Processing Building Labor		70,900	70,960			70,900	100.0%	
	Studge Processing Building Material		102,500	102,500			102,500	100.0%	
	Sludge Dewatering Building Labor		26,100	26,100			26,100	100.0%	

Contractor's Application

or (contract):	2010 - CWMP - I		A	pplication Number:	37			
plication Per	iod: 5/31/2013			Application Date:	5/17/13		***************************************	· · · · · · · · · · · · · · · · · · ·
	A	В	Work Com	pleted	Е	F		G
Item			С	D	Materials Presently	Total Completed	%	Balance to Finish
pecification		Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	Œ	(B - F)
Section No.	Description		Application (C+D)			(C + D + E)	В	
	Studge Dewatering Building Material	14,100	14,100			14,100	100.0%	
	Septage Receiving Labor	29,000	29,000			29,000	100.0%	
	Septage Receiving Material	12,250	12,250			12,250	100.0%	
	Underground Process Air Piping Material	105,000	105,000			105,000	100.0%	
	Underground Process Air Piping Labor	35,000	35,000			35,000	100.0%	
	Underground Compressed Air Piping Material	2,000	2,000			2,000	100.0%	
	Underground Compressed Air Piping Labor	5,000	5,000			5,000	100.0%	
	Underground Natural Gas Piping Labor	25,000 55,000	25,000			25,000 55,000	100.0%	
	Underground Natural Gas Piping Material	6,000	55,000 6.000			6,000	100.0%	
	Underground Process Drain Piping Labor Underground Process Drain Piping Material	13,000	13,000			13,000	100.0%	
	Underground Sodium Hypochlorite Piping Labor	10,000	10,000			10,000	100.0%	
	Underground Sodium Hypochlorite Piping Material	40,000	40,000			40,000	100.0%	
	Underground Sump Pump dish Piping Labor	1,000	1,000			1,000	100.0%	
	Underground Sump Pump dish Piping Material	3,000	3,000			3,000	100.0%	
	Underground Supplemental Carbon Piping Labor	5,000	5,000]	5,000	100.0%	
	Underground Supplemental Carbon Piping Material	13,500	13,500			13,500	100.0%	
			- 1			,-,	. "	
	ELECTRICAL Div 16001 and 17000		.			*		
	General Conditions	110,000	110,000			110,000	100.0%	
	Mobilization 2%	92,760	92,760			92,760	100.0%	
	Bonds	48,000	40,000			40,000	100,0%	
	Permits	13,000	13,000			13,000	100.0%	
1	Operations building					•		
	Lighting Rough		-			-	İ	
	Malorials	14,000	14,000			14,000	100.0%	
	Labor	20,000	20,000			20,000	100.0%	
16050	Lighting Finish					•		
	Materials	8,600	8,600			8,600	100.0%	
	Labor	10,400	10,400			10,400	100.0%	
	Branch Cir Rough		•					
,	Materials	22,000	22,000			22,000	100.0%	
	Labor Branch Cir Finish	32,000	32,000			32,000	100.0%	
	Materials	7.000	*					
	Madriais Labor	7,500	7,600			7,600	100.0%	
,	Switchgear	10,400	10,400			10,400	100.0%	
	Materials	10,000	10,600			000,01	100.0%	
1	Labor	14,000	14,000				100.0%	
	Slab Work	14,000	14,000			14,000	100,0%	
	Materials	4,000	4.000			4,000	100,0%	
1	Labor	5,000	5,000			5,000	100.0%	
	Fooders	5,000	5,500			<i>3</i> ,000	100.074	
	Materials	5,000	6,000			6,000	100.0%	
	Labor	8,000	8,000			8,000	100,0%	
	Fire Alarm Rough	0,000	\$,000			۵٫۷۷۷	100,074	
	Materials	6,000	6,000			6,000	100.0%	
	Labor	8,000	8,000			8,000	100.0%	
	Fire Alarm Finish	0,000	0,000			0,000	100.076	
	Materials	9,600	9,600			9,600	100.0%	

Contractor's Application

or (contract);	2010 - CWMP -1		A	application Number:	37			
plication Per	riod: 5/31/2013			Application Date:	5/17/13	H44444		
	A	В	Work Com	pleted	Е	F		G
ltem			С	D	Materials Presently	Total Completed	%	Balance to Finish
pecification Section No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	Stored (not in C or	and Stored to Date (C + D + E)	(E) B	(B-F)
	Labor	13,400	13,400	- ABHUMAN AND AND AND AND AND AND AND AND AND A		13,400	100.0%	
16741	Tele & Data Rough	İ				•	l	
	Materials	4,060 5,000	4,000			4,000 5,000	100.0%	
40744	Labor Tele & Data Finish	5,000	5,000			5,000	100.0%	
16741	Materials	3,000	3,000			3,000	100,0%	
	Labor	4,500	4,500		1	4,500	100.0%	
16161	Control Panels	.,				•		
	Materials	6,800	6,800			6,800	100.0%	
	Labor ****	4,600	4,800			4,860	100.0%	
16100	Grounding		•					
	Materials	9,800	8,800			8,800	100.0%	
	Labor	10,800	10,800			10,800	100.0%	
16670	Lightning Protection	0.445	9.416		ļ	8,416	100.0%	
	Materials	8,416 11,624	8,416 11,624			11,624	100,0%	
	Labor Filter Building and Clarifiers	11,024	11,024		[11,024	100,076	
16050	Lighting Rough						i ł	
	Materials	11,600	11,600			11,600	100.0%	
	Labor	16,400	16,400			16,400	100.0%	
	Lighing Finish					•		
	Materials	9,600	9,600			9,600	100.0%	
	Labor	13,400	13,400			13,400	100.0%	
110/16120	Branch Cir Rough					-		
	Materials	21,200 30,800	21,200		1	21,200	100.0%	
	Labor Branch Cir Finish	30,800	30,800			30,800	100.076	
	Materials	9,200	9,200			9,200	100.0%	
	Labor	12,800	12,800			12,800	100.0%	
16050	Equipment Connections	1,						
	Labor	11,640	11,640			11,640	100.0%	
			-					
	Fire Alarm Rough		-			•		
	Materials	6,000	6,000			6,000	100,0%	
	Labor	8,000	8,000			8,000	100.0%	
	Fire Alarm Finish Materials	3,392	3,392			3,392	100.0%	
	Fapol.	4,100	3,392 4,100			3,392 4,100	190.0%	
16950	Testing & Startup	1,100	4,100			4,100	100.07	
	·····•		-			-		
	Labor	4,500	4,500			4,500	100.0%	
	Grounding		-	1		-		
	Materials	9,200	9,200			9,200	100.0%	
	Labor	13,520	13,520			13,520	100.0%	
	Heat Trace		•					
	Materials	17,000	17,000			17,000	100.0%	
16670	Labor	26,000	26,000			26,000	100.0%	
	Lightning Protection Materials	5,800	5,800			5,800	100.0%	
	Labor	11,500	11,500	1	1		100.0%	

Contractor's Application

or (contract);	2010 - CWMP -I		A	pplication Number:	37			
application Per	nod: 5/31/2013	STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET,		Application Date:	5/17/13		, , , , , , , , , , , , , , , , , , , ,	
	A	В	Work Com	pleted	E	F		G
Item			С	D	Materials Presently	Total Completed	%	Bulance to Finish
Specification		Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	(E)	(B - F)
Section No.	Description		Application (C+D)			(C+D+E)	B	
	Influent and Reactor		-			•		
16050	Lighting Rough		-			•		
	Materials	8,400	8,400		1	8,400	100.0%	
	Labor	11,500	11,600			11,600	100.0%	
	Lighing Finish							
	Materials	7,600	7,600			7,600	100.0%	
	Labor	10,400	10,400			10,400	100,0%	
16110/16120						10.000	100.04	
	Materials	19,800	19,800			19,800	100.0%	
	Labor Branch Cir Finish	29,200	29,200			29,200	100.0%	
	Materials	5,800	6,800			6,800	100.0%	
		9,200	9,200			9,200	100.0%	
	Labor	9,200	9,200			3,200	100,076	
16050	Equipment Connections		-			•		
10030	Fupot *** Connections	9,840	9,840			9,840	100.0%	
	Siab Work	3,040	2,040			2,040	100.07	
	Malorials	7,100	7,100			7,100	100.0%	
	Lebor	5,400	5,400			5,400	100.0%	
16721	Fire Alarm Rough	0,100	3,700			5,400	100,070	
10121	Maintiels	7,600	7,600		1	7,600	100.0%	
	Labor	10,400	10,400			10,400	100.0%	
	Fire Alarm Finish)	,			10,100		
	Malerials	4,600	4,600			4,600	100.0%	
	Labor	5,900	5,900			5,900	100.0%	
16425	Switchgear	1				-		
	Materials	49,200	49,200			49,200	100.0%	
	Labor	54,800	54,800			54,800	100.0%	
16950	Tosting & Startup		,					
			-					
	Labor	8,500	8,500			8,500	100.0%	
16741	Tele & Data							
	Materials	2,200	2,200			2,200	100,0%	
	Labor	2,500	2,500			2,500	100.0%	
16161	Control Panels		-			•		
	Malerials	5,200	5,200			5,200	100.0%	
	Labor	6,800	6,800			6,800	100.0%	
16100	Grounding		-	ĺ		-		
	Materials	16,000	16,000			16,000	100.0%	
	Labor	11,800	11,800			11,800	100.0%	
16670	Lightning Protection			1		•		
	Materials	6,600	6,600			6,600	100.0%	
	Labor	9,500	9,500	1		9,500	100.0%	
	Electrical UV and Flume		-			•	1 1	
16110/16120						•		
	Materials	7,000	7,000			7,000	100.0%	
	Labor	9,900	9,900		}	9,900	100.0%	
	Branch Finish					-		
	Materials	4,000	4,000			4,000	100.0%	
	Labor	5,000	5,000		1	5,000	100.0%	

Contractor's Application

r (contract):	2010 - CWMP -1		А	pplication Number:	37			
ication Per	iod: 5/31/2013			Application Date:	5/17/13	***************************************		· · · · · · · · · · · · · · · · · · ·
	A	В	Work Com	pleted	E	F		G
Item			С	D	Materials Presently	Total Completed	%	Balance to Finis
ecification	<u></u>	Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	Œ)	(B - F)
ection No.	Description		Application (C+D)			(C + D + E)	В	
16050	Lighting		-			*		
	Materials	4,000	4,000			4,000	100.0%	
	Labor	5,000	5,000			5,000	100.0%	
	Lighting Finish		-				100.00	
	Materials	4,000	4,000			4,000	100.0%	
	Labor	5,000	5,000			5,000	100.0%	
	Fire Alarm	3,200	3,200			3,200	100.0%	
	Materials t ober	3,800	3,290			3,800	100.0%	
	Labor	3,000	3,600			,, 000 -	.00,078	
	Switchgear Maieriais	62,000	62,000			62,000	100.0%	
	Materials Labor & Materials	34,000	34,000			34,000	100.0%	
16161	Control Paneis	34,000	34,000					
	Materials	3,800	3,800			3,800	100.0%	
	Labor ****	5,300	5,300			5,300	100.0%	
16741	Tele & Cata					•		
	Malerials	2,500	2,500			2,500	100.0%	
	Lebor	3,000	3,000			3,000	100.0%	
16950	Testing		· ·			-		
	Materials		-			-		
	Labor	8,500	8,500			8,500	100.0%	
18100	Grounding		-			-		
	Materials	13,600	13,600			13,600	100.0%	
	Labor	10,800	10,800			10,800	100.0%	
16670	Lightning Protection		-					
	Materials	8,500	8,500			8,500	100.0%	
	Labor	4,500	4,500			4,500	100.0%	
	SITE WORK		-		Ì	•		
	Site Conduits Materials	177,500	177,500	7,		177,500	100.0%	
	Labor	304,000	304,000			304,000	100.0%	
16120	Site cables	304,000	304,000			304,000	100.574	
	Materials	244,000	244,000			244,000	100.0%	
	Labor	316,750	316,750	İ		316,750	100.0%	
	Terminations		•					
	Meterials							
	Labor	55,000	55,000	j		55,000	100.0%	
16130	Manholes & Handholes		-			•		
	Materials	70,000	70,000			70,000	100.0%	
	Labor	16,600	16,600			16,600	100.0%	
	She Lighting		-		1			
	Materials	20,000	20,000		1	20,000	100.0%	
	Labor	16,600	16,600			16,600	100.0%	
	Frames & Covers							
	Materials	36,000	36,000			36,000	100.0%	
	Labor	16,948	16,948			16,948	100.0%	
10405	MAIN SWITCHBOARD		•			•		
	Main Switchboard	445.000				140.000	100 000	
	Materials Labor	140,000	140,000		[140,000	100.0%	

r (contract):	2010 - CWMP -1		A	pplication Number:	37			
plication Per	iod: 5/31/2013			Application Date:	5/17/13			
	A	В	Work Com	pleted	E	F		G
ltem			С	D	Materials Presently	Total Completed	%	Balance to Finish
pecification ection No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	Stored (not in C or	and Stored to Date (C + D + E)	(E) B	(B-F)
16497	Transfer switches	400,000	-			100.000	100.00	***************************************
	Materials Labor	190,000 8,000	900,001 000,8			100,000 8,000	100.0%	
	Paralleling Gear	0,000	4,000		1		100.074	
	Materials	245,000	245,000			245,000	100.0%	
	Labor	20,800	20,800			20,800	100.0%	
	Engine Generators		-					
	Materials	220,000	220,000			220,000	100.0%	
	Labor	20,800	20,800			20,800	100.0%	
	Walk in enclosers Materials	25 000	25.000		1	35,000	100.00	
	Labor	35,000 2,500	35,000		1	35,000 2,500	100.0% 100.0%	
	Load Bank	2,500	2,500			2,500	100.0%	
	Materials	25,000	25,000			25,000	190.0%	
1	Labor	6,500	6,500			6,500	100.0%	
	Testing & Startup	.,				•		
	Materials							
	Labor	22,000	22,000			22,000	100.0%	
	INSTRUMENTATION		•			•		
	General Conditions		٠			•		
	Materials Labor	40.000	10.000					
	Lator Inti/Eff Temp Transmitters	10,000	000,01		1	10,000	190,0%	
	Materials	2,000	2,000			2,000	100.0%	
	Labor	.,,,,,,	2,000			2,000	100,074	
	Weather Monitoring Sys							
1	Malerials	4,000	4,000			4,000	100.0%	
	Labor							
	Ultra sonic Level Trans							
	Materials	9,000	9,000			9,000	100.0%	
	Labor Integral Ultras Level Trans		*			•		
	Malerials	5,000	£ 000			5.000	200.00	
	Labor	3,000	5,000			5,000	100.0%	
	Capacitance Probes				1			
	Materials	5,000	5,000			5,000	100.0%	
	Labor	-,				5,000	100.070	
	Ultrasonic OCM							
	Materials	5,000	5,000			5,000	100.0%	
)	Labor	1	-			•		
	Suspended Presure Trans		•			•		
1	Materials Labor	8,000	8,000			8,000	100.0%	
	Lapor Magnetic Flow Meters		•			-		
	Materials	45.000	46 000			45.000	100.00	
	Labor	45,000	45,000			45,000	100.0%	
	PH Analyzers					:		
	Materials	10,000	10,000			10,000	100,0%	
	Labor	15,000	10,000			10,000	100,074	
	Turbidity Analyzers		-					

Contractor's Application

(contract):	2010 - CWMP -I		A	pplication Number:	37			
olication Per	iod: 5/31/2013			Application Date:	5/17/13			
	A	В	Work Com	pleted	E	F		G
Item			С	D	Materials Presently	Total Completed	%	Balance to Finish
ecification		Scheduled Value	From Previous	This Period	Stored (not in C or	' and Stored to Date	Œ [(B-F)
ction No.	Descripțion		Application (C+D)			(C + D + E)	В	
	Malerials	5,000	5,000			5,000	100.0%	
	Labor		-			•		
	Gas Detection Equipment	50,000	50,000			50,000	100.0%	
	Materials	50,000	יטאו,טל.			50,000	100.078	
	Lebor Influent Build PLC C Panel							
	Materials	42,000	42,000			42,000	100.0%	
	Labor	8,000	8,000			8,000	100.0%	
	Process Build PLC C Panel		•			•		
	Materials	42,000	42,000			42,000	100.0%	
	Labor	8,000	8,000			8,000	100,0%	
	Elect Build PLC C Panel		-			***	100.00	
ł	Materials	42,000	42,000			42,000	100.0%	
	Labor	8,000	8,000			8,000	100.0%	
	Studge Pro Build PLC CP Materials	42,000	42,000			42,000	100,0%	
1	Labor	8,000	8,000			8,000	100.0%	
ļ	Operations Build PLC CP	0,000	-,			•		
	Materials	42,000	42,000			42,000	100.0%	
	Labor	8,000	8,000			8,000	100.0%	
	Studge Dewatering OIT CP		-			•		
	Materials	8,000	8,000			8,000	100.0%	
	Labor	2,000	2,000			2,000	100.0%	
	Fiber Optic Cabling		•			-		
	Materials	5,000	5,000			5,000	100.0%	
:	Labor	5,000	5,000			5,000	100,076	
	Spare Parts Materials							
	Labor	5,000	5,000			5,000	100.0%	
	Startup		-,			*		
	Meterials		-					
	Labor	5,000	5,000			5,000	100.0%	
	O&M Manuais		- 1			•		
	Maierials		-			•		
	Labor	2,000	2,000			2,000	100.0%	
40704	Sludge Dewatering Building		•		-	•		
	Fire Alarm Rough Materials	7,600	7,600			7,600	100.0%	
	Materials Labor	9,500	9,500			9,500	100.0%	
	Fire Alarm Finish	1,000	,,000			5,500		
	Materials	5,000	5,000			5,000	100.0%	
	Labor	7,000	7,000			7,000	100.0%	
	Branch Cir Rough		4			-		
	Materials	6,400	6,400			6,400	100.0%	
	Labor	13,000	13,000			13,000	100.0%	
	Branch Cir Finish		•					
t t	Materials	7,500	7,500			7,500	100.0%	
	Lebor	14,000	14,000			14,000	100.0%	
4	Sludge Holding tanks		-					

Contractor's Application

r (contract):	2010 - CWMP - I		Aį	pplication Number:	37			
plication Per	iod: 5/31/2013			Application Date:	5/17/13			
	A	В	Work Comp	pleted	E	F		G
Item			C	D	Materials Presently	Total Completed	%	Balance to Finis
pecification	D	Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	(E)	(B-F)
Section No.	Description		Application (C+D)			(C+D+E)	В	
	Labor	6,500	6,500			6,500	100.0%	
	Process Building		-			*		
	Lighting Rough	7.000	7 000		1	7,000	100.0%	
	Materials	7,000 9,000	7,000 9,000			9,000	100.0%	
	Labor	8,000	9,000			2,000	100.078	
	Lighing Finish Materials	7,000	7,000			7,000	100.0%	
	Labor	10,000	10,000			10,000	100.0%	
	Branch Cir Rough		-			-		
	Materials	11,000	11,000			11,000	100.0%	
	Labor	16,000	16,000			16,000	100.0%	
	Branch Cir Finish						1	
	Meterials	8,000	8,000			8,000	100.0%	
	Labor	11,000	11,000			11,000	100.0%	
	Equipment Connections		•			•		
	Edipriment Connections Eabor ***	11,600	11,600		1	11,600	100,0%	
10/18120	Slab Work	11,440	,555			,		
	Materials	6,800	6,800		j	6,800	100.0%	
	Labor	9,200	9,200			9,200	106.0%	
16721	Fire Alarm Rough		-]	-		
	Materials	5,000	5,000			5,000	100.0%	
	Labor	7,000	7,000			7,000	100.0%	
	Fire Alarm Finish	n ana	6.000			6,000	100.00	
	Materials Labor	6,000 8,000	6,000 8,000		•	8,000	100.0% 100.0%	
	Switchgear	0,000	8,000			0,000	100.076	
	Malerials	62,000	62,000			62,000	100,0%	
	Labor	34,000	34,000			34,000	100.0%	
	Testing & Startup						1	
i	Materials		•			•		
	Labor	4,500	4,500			4,500	100.0%	
	Tele & Data					-		
:	Materials	2,400	2,400			2,400	100.0%	
10101	Lebor Costrol Panale	2,600	2,600			2,600	100.0%	
	Control Panels Materials	6,000	6,000			6,000	100.0%	
	Labor	8,000	8,000		1	8,000	100.0%	
	Grounding		-		f	-		
	Materials	8,800	8,800			8,800	100.0%	
	Labor	6,400	6,400			6,400	100,0%	
18670	Lightning Protection					•		
:	Materials	7,500	7,500			7,500	100.0%	
	Labor Charles Branching Building	6,500	6,500			6,500	100.0%	
16050	Sludge Processing Building		-			•		
	Lighting Rough Materials	10,000	10,000			10,000	100.0%	
	Maderials Labor	14,000	14,000			14,000	100.0%	
	Lighting Finish	,,,,,,		-	1	-	1	
	Malenals	7,600	7,600			7 600	100.0%	

Contractor's Application

or (contract):	2010 - CWMP -1			A	pplication Number:	37			
pplication Per	iod: 5/31/2013				Application Date:	5/17/13			- 10-i
	A		В	Work Com	pleted	E	F		G
Item	111111111111111111111111111111111111111			С	D	Materials Presently	Total Completed	%	Balance to Finish
pecification	Description		Scheduled Value	From Previous	This Period	Stored (not in Cor	and Stored to Date	Œ	(B - F)
Section No.	Description			Application (C+D)			(C+D+E)	В	
	Labor		10,400	10,460			10,400	100.0%	
	Branch Cir Rough								
	Materials Labor		15,000 22,000	15,000 22,000			15,000 22,000	100.0%	
	Labor Branch Cir Finish	1	22,000	22,000			22,000	100.074	
	Materials		8,000	8,000		ļ ·	8,000	100.0%	
i	Labor		11,000	11,000			11,000	100.0%	
	Equipment Connections		1	-			•		
	Labor		7,600	7,600			7,600	100.0%	
							-		
	Sinb Work								
	Materials		4,000	4,000			4,000	100.0%	
	Labor		5,000	5,000			5,000	100.0%	
	Fire Alarm Rough Materials		5,000	5,000			5,000	100.0%	
	Labor		6,000	6,000			6,000	100.0%	
	Fire Alarm Finish		1	0,000			-	1.00.074	
	Materials		6,000	6,000			6,000	100.0%	
	Labor		000,8	8,000			8,000	100.0%	
	Switchgear						-		
	Materials		44,000	44,000			44,000	100.0%	
	Labor		22,000	22,000			22,000	100.0%	
	Testing & Startup							100.00	
	Labor Tele & Data		4,500	4,500			4,500	100.0%	
	Malerials		2,500	2,500			2,500	100.0%	
	Labor		4,000	4,000			4,000	100.0%	
- 1	Control Panels		1,000	1,550		<u> </u>	1,550	1.00.070	
	Materials		5,600	5,600			5,600	100.0%	
	Labor ****		4,250	4,250			4,250	100.0%	
	Lightning Protection		[-			-	1	
	Materials		7,600	7,600			7,600	100.0%	
	Labor		6,000	6,000		[6,000	100.0%	
	Saptage Receiving			45 000			***		
	Materials Labor		36,800	36,800			36,800	100.0%	
	Change Order#1		55,200	55,200			55,200	100.0%	
	Item 1 20" Elbow	CR#11	13,195	13,195			13,195	100.0%	
	Item 2 8° Elbow	CR#10	3,207	3,207			3,207	100.0%	
	Item 3 Block Dry Block	CR#34	5,175	5,175		-	5,175	100.0%	
	Change Order #2								
	Item 1 Tyton Joint Substitution Credit	CR#2	-355	(355)			(355)	100.0%	
	Item 2 Clarifier Enclosure Lights	CR#12	1200	1,200]	1,200	100.0%	
	item 3 Operations Building Autoclave Electrical	CR#17	3215	3,215		1	3,215	100.0%	
	Item 4 Water Pressure Switch Wiring	CR#24	1880	1,680			1,680	100.0%	
	Item 5 Utility Metering Section Credit Item 6 Shortening of Operations Building Bolted	CR#48	-5500	(5,500)			(5,500)	100.0%	
	results Characterist of Obstanous Dancing Borge	CR # 097	5510	5,510			5,510	100.0%	
	Change Order #3							1	
	Item 1 B-2 Dense Grade	CR#26	-11325	(11,325)			(11,325)	1	

For (contract):		2010 - CWMP -1			A	pplication Number:	37			
Application Peri	iod:	5/31/2013				Application Date:	5/17/13			
		A		В	Work Com	pleted	E	F	T	G
Item					¢	D	Materials Presently	Total Completed	%	Balance to Finish
Specification Section No.		Description		Scheduled Value	From Previous Application (C+D)	This Period	Stored (not in C or	and Stored to Date (C + D + E)	Œ) B	(B-F)
	item 2	Air Inlet and Outlets	¢R#27	8625	8,625			8,625	100.0%	
	item 3	HVAC Fan Substitution	CR#20	8695	8,695			8,695	100.0%	-
	ltam 4	AHU Changes	CR#40	1720	1,720]	1,720	100.0%	
	llem 5	Yard Piping Inverts	CR#55	5340	5,340			5,340	100.0%	•
	item 6	Carbon Removal	CR#81	3080	3,080] [3,080	100.0%	
4	ltom 7	Tyton Joint Credit	CR#2	~405	(405)			(405)	100.0%	•
1	item 8	Landscaping at the West Side	CR#75	17460	17,460]		1	17,460	100,0%	
ļ	ltem 9	Fire Hydrant Pipe	CR#S6	9450	9,450		1	9,450	100.0%	
I	ilem 10	AVE Ops Building	CR#60	36900	-36,900		1	36,900	100.0%	
Į.	tem 11	Vapor Barrier at Top of Wall	ÇR≱60A	14805	14,805			, ,	100.0%	
ļi	item 12	Ciaritier Walkway	CR#120A	23080	23,080				100.0%	

ontract):		2010 - CWMP -I			A	pplication Number:	37			
cation Per	riod:	5/31/2013			/	Application Date:	5/17/13			
······································		A	• • • • • • • • • • • • • • • • • • • •	В	Work Com	pleted	E	F		G
lem			.,,		С	D	Materials Presently	Total Completed	%	Balance to Finis
	·		·	Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	Œ	(B - F)
ication on No.		Description		Scheduled 1 and	Application (C+D)	711137 (3100		(C + D + E)	В	······································
***		N - 44			-			-		
	Change On	Nails at Roof Sheathing	CR#31	15815	15,815			15,815	100.0%	
	ltem 1	OP Bidg, Floor Receptacle & Data Changes, OP114 & 115	CR#77	2660	2,660			2,660	100.0%	
	Item 2		CR\$54	5285	5,285			5,285	100.0%	
	Item 3	Operations Building - Roof Framing Revisions	CR#53	6020	6,020		1	6,020	100.0%	
	Item 4	Septage Receiving Building Foundation Changes	CR#76	635	635			635	100.0%	
	item 5	Added Onta Jacks in Labs OPB-124, 124A, & 126	CR#83	850	850			850	100.0%	
	Item 6	Ext. AC Unit circuits		7410	7,410			7,410	100.0%	
	itam 7	Reactor Gales	CR#98	-15615	7,410 ((15,615)	1		(15,615)	100.0%	
	item 8	One-line Changes	CR#93	1005	1,005			1,005	100.0%	
	Item 9	Ops Building Garage Door/Floor	CR#87					11.685	100.0%	
	Item 10	Raise Clarifier Walls	CR#103	11685 1030	11,685 1,030			1,030	100.0%	
	ltem 11	Add Reactor Sleb Construction Joint	CR#168	1980	1,980	ļ		1,980	100.0%	
	Item 12	Reactor Wall Water Stop	CR#107					1,040	100.0%	
	item 13	Thicked Clarifier Stair Slabs	CR#113	1040	1,040			1,040	100,074	
	Change Or				•	-				
	item 1	Sight Block at Middle Road	CR#15A	4853	4,853			4,853	100.0%	
	item 2	Electric Enterance Door Operators	CR#21	20695	20,695			20,695	100.0%	
	item 3	Reactor Floor Drains	CR#84	8995	8,995			8,995	100.0%	
	item 4	Lab Incubator Power	CR#96	1765	1,765			1,765	100.0%	
	item 5	Revised Reactor PW Piping	CR#82	9380	9,360			9,360	100.0%	
	item 6	RAS, WAS, & Scum Pump Design Condition Changes	CR#35	3880	3,880			3,880	100.0%	
	tiom 7	Second Electrical Service	CR#42	45825	45,825			45,825	100.0%	
	item 8	Additional Clarifier Hatches	CR#102	2325	2,325			2,325	100.0%	
	item 9	Skice Gate Changes	CR#6	7405	7,405			7,405	100.0%	
	item 10	Operations Bidg. Electrical Room Door	CR#101	890	890			890	100.0%	
	item 11	influent Channel CJ's	CR#117	8130	6,130			6,130	100.0%	
	liom 12	Reduce Dense Grade Base Course	CR#135	-25000	(25,000)			(25,000)	100.0%	
	Change Or	rder #6			-			-		
	Item 1	Roof Sheathing Credit	CR#25R	-72270	(72,270)		1	(72,270)	100.0%	
	item 2	Overhead Door Power	CR#67	41165	41,165	1		41,165	100.0%	
	ilem 3	AV9 at Remaining Buildings	CR#114	112300	112,300			112,300	100.0%	
	Change Or	rder #7						-		
	Item 1	Additional Laboratory Wing Circuits & Panel	CR#90	7580	7,580			7,580	100.0%	
	item 2	Fire Alarm Ductbank Schedule Changes	CR#99	4490	4,490			4,490	100.0%	
	item 3	Process Building Sleeve Elevation Changes	CR#65	30235	30,235			30,235	100.0%	
	Itom 4	Influent Building Lintel Changes	CR#88	3135	3,135			3,135	100.0%	
	item 5	Operation Building Enterance Canopy Changes	CR#64	1725	1,725			1,725	100.0%	
	item 6	Clarifier Walkway Changes	CR#120B	5140	5,140		-	5,140	100.0%	
	Itsm 7	Septage Building Explosion Proof Door	CR#144	834	834		1	834	100.0%	
	Item 8	Influent Building Truss Bearing Plate	CR#141	1689	1,689		1	1,689	100.0%	
	Item 9	Masonry Datalis Operations Bidg. Vestivule	CR#149	1480				1,480	100.0%	
	Item 10	· · · · · · · · · · · · · · · · · · ·	CR#153	-276		ļ		(276)	100.0%	
	ARCH TO	Anti-Siphon Valve @ Above Ground Storage Tank	CIND 100	2210	(2/6)	Ί		(270)	100.070	
	Change Or	8# rebr								
	Item 1	SP Building - Septage Room Floor Painting	CR#7	3505	3,505	İ		3,505	100.0%	

or (contract):		2010 - CWMP -1			A	pplication Number:	37			
plication Per	riod:	5/31/2013				Application Date:	5/17/13			
		À		В	Work Com	pleted	E	F		G
ltem					C	D	Materials Presently	Total Completed	%	Balance to Finish
pecification	I			Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	Œ	(B - F)
Section No.		Description			Application (C+D)			(C+D+E)	В	
	Itom 2	Natural Gas Service	CR#29R	35335	35,335			35,335	100.0%	
	Item 3	WAS Piping Changes	CR#38	25170	25,170			25,170	100.0%	
	Item 4	Air Release Vaives on Thickened Studge Lines	CR#72	5395	5,395			5,395	100.0%	
	item 5	Truss Bearing Angles	CR#94	6340	6,340		1	6,340	100.0%	
	Item 6	Reactor Sump and Pipe Encasement Dowels	CR#74	3740	3,740			3,740	100.0%	
	item 7	Unit Heater Power Feed	CR#136	3195	3,195	ļ	1	3,195	100.0%	
	item 8	Septage & Skidge Process Bidg. Underground Pipe	CR#154	1200	1,200	ļ	Ì	1,200	100.0%	
	Item 9	Bolted Lintel at Influent Building	CR#160	1570	1,570			1,570	100.0%	
		No. 40-1-10-1			•		1	•		
	Change O	Hest Pipe Energy Recovery Unit	CR#47	13820	13,620			13,620	100,0%	
	item 1 Item 2	Orbital Drain Piping Changes	CR#52	32755	32,755			32,755	100.0%	
	Item 3	Additional AVB at Operations Windows	CR#152	1080	1,080	1		1,080	100.0%	
	Item 4	Gable End Louvers	CR#151	23680	23,680			23,680	100.0%	
	Item 5	Knife Gate Conduit and Wising	CR#122	-1199	(1,199)	j		(1,199)	100.0%	
	Item 6	Window Trim FO# 10	CR#164	1930	1,930		1	1,930	100.0%	
	item 7	OH Door Control Station	CR#169	1540	1,540			1,540	100.0%	
								•		
	Change O				•					
	Item 1	HDPE Burried Odor Control Pipe Credit	CR#105	-9357	(9,357)	1	1 1	(9,357)	100.0%	
	Item 2	Mechanical Changes	CR#8	3864	3,864			3,864	100.0%	
	Item 3	Operations Building Fiber Cement Siding Changes	CR#110	-1975	(1,975)	4		(1,975)	100.0%	
	item 4	Operations Building Plastic Shims	CR#126	11500	11,500			11,500	100.0%	
	liem 5	Remaining Building Plastic Shims	CR#126A	20890	20,890			20,890	100.0%	
	Item 6	Future Preliminary Treatment Pad Deletion	CR#85	-1635	(1,635)	4	-	(1,635)	100.0%	
	Item 7	Grounding Revisions	CR#104	7090	7,090	İ]	7,090	100.0%	
	Hern 8	Solar Panel Rough-in	CR#130A	10925	10,925	1		10,925	100.0%	
	item 9	Operations Building Switches	CR#156	2314	2,314			2,314	100.0%	
	Item 10	Soum Well Ladder & Reitings	CR#161	20380	20,360		1	20,360	100.0%	
	Item 11	Slide Gate Changes	CR#45	1265	1,265		1	1,265	100.0%	
	item 12	Exterior Lights at Operations Building	CR#132	6949	6,949			6,949	100.0%	
	item 13	Soum Webvell	CR#37 CR#115	6490 -655	6,490	-		6,490	100.0%	
	Item 14 Item 15	Operations Bidg. Office Partition Change	CR#133	-3196	(655)			(655)	100.0%	
	Item 16	Operations Bidg, Interior Glazed CMU Wall Heights Operations building Mens Room Heaters	CR#133	438	(3,196)			(3,196) 438	100.0%	
	ttem 17	Insect Screens at Gable End Louvers	CR#189	1553	1,553		1	438 1,553	100.0%	
		stand adden at comis file basets	014100	1	1,555			1,555	100.07	
	Change O									
	ltem 1	Hot Water Reciculation, GFI & W Luminaire Relocation	CR#16A	922	922			922	100.0%	
	item 2	Vapor Barrier at Additional Buildings	CR#114	23200	23,200		1	23,200	100.0%	
	Item 3	VFD/ MCC Ground Fault	CR#16B	6260	6,260			6,260		
	Item 4	Air Handling Unit OP-AHU-3 Coli Change	CR#91	-1220				(1,220)		
	Item 5	Sealant at Precast Joints	CR#131	10035	11			10,035		
	ilem 6	Vapor Barrier at Influent, Septage, & Electrical Stabs	CR#147	10900	1,	1		10,900		
	Item 7	Cement Fiber Skling Fasteners	CR#140	3990		ł .		3,990	100.0%	
	Hem 8	Added Service Sink at influent Building	CR#124	5995	.,			5,995	100.0%	
	item 9	Operations Building Cupola Insulation	CR#181	1982				1,982		
	item: 10	Window Trim For Gypsum Walls	CR#183	3390				3,390	100.0%	
	Rem 11	Netural Gas Shutoff Valve at Meter	CR#188	2976	2,976	1		2,976	100,0%	
	item 12	Revised Lifting hook Locations	CR#73	4115	4,115			4,115	100.0%	

Contractor's Application

for (contract):		2010 - CWMP -1			A	pplication Number:	37			
plication Pe	riod:	5/31/2013			***************************************	Application Date:	5/17/13			
		A		В	Work Com	pleted	E	F		G
ltem					С	D	Materials Presently	Total Completed	%	Balance to Finish
pecification	I .	<u> </u>		Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	(<u>E</u>)	(B-F)
Section No.		Description			Application (C+D)			(C+D+E)	В	
	Item 13	Blower Suction Pipe Material	CR#162	14505	14,505	····		14,505	100,0%	
					-			•		
	Change Or							•		
	item 1	Pull Box Changes	CR#16	23955	23,955			23,955	100.0%	
	item 2	Mangate at West Side Fence	CR#92	830	830			830	100.0%	
	Item 3	Additional Data Ports	CR#111	7213	7,213			7,213	100.0%	
	llem: 4	Motor Winding Thermal Protection	CR#119	4990	4,990			4,990	100.0%	
	item 5	Network Cabinet Locations	CR#112	11135	11,135			11,135	100.0%	
	item 6	Telephone System Conduit And Wire	CR#193	20660	20,660			20,560	100.0%	
	item 7	Vapor barrier, Metal Studs, & Insulation	CR#163	15455	15,455		-	15,455	100.0%	
	llem 8	Concrete Encased Dust Banks	CR#207	2930	2,930			2,930	100.0%	
	llom 9	Insect Screens at Filter Building	CR#218	782	782			782	100.0%	
								•		
	Change Or	rder #13								
	item 1	Revised Site Grading	CR#128	12435	12,435			12,435	100.0%	
	Item 2	Belt Filter Press Foundation	ÇR#138	84840	84,840			84,840	100.0%	
	Item 3	Operations Bldg, Fire Line	CR#186	29190	29,190			29,190	100.0%	
	liom 4	Seismic Channels for Short Walls	CR#182	1025	1,025			1,025	100.0%	
	ttem 5	Filter Building Gate 522 Modification	CR#177	5514	5,514			5,514	100.0%	
	Item 6	Lab Water	CR#195	1060	1,060			1,060	100.0%	
	ltem 7	Hatches for Precast Concrete Vault	CR#187	2840	2,840			2,840	100.0%	
	Item 8	UV Drains	CR#194	5410	5,410			5,410	100.0%	
	Kom 9	Delete Clarifier & Fitter Painting	CR#202	-42750	(42,750)			(42,750)	100.0%	
	Item 10	Locker Room Entry Painting	CR#209	1570	1,570			1,570	100,0%	
	Item 11	Lighting Revisions Operations Building	CR#170	1150	1,150			1,150	100.0%	
								*		
	Change Or	Althracin		1	-			-		
	Items 1	Change to Diesel Generators	CR#1	-349000	(349,000)		1	(349,000)	100.0%	
	Itam 2	Recycle Flow Pump - Detata Spare Parts	CR#134	-2260	(2,260)			(2,260)	100.0%	
	Item 3	Lab Casework	CR#196	2430	2,430			2,430	100.0%	
	ttem 4	Intergen Clean Air Fire Suppression System	CR#166	3750	3,750			3,750	100.0%	
	ltem 5	Key Access for Overhead Boors	CR#168	2070	2,070			2,070	100.0%	
	Item 6	Transformer Containment Pad	CR#192	7830	7,830			7,830	100.0%	
	Ilem 7	Denitrification Filter Wall Extension	CR#203	4805	4,805			4,805	100.0%	
	item 8	Parking Lot Changes	CR#208	7725	7,725			7,725	100.0%	
	Item 9	Process Building Areaway	CR#155	1740	1,740			1,740	100.0%	
	item 10	Operations Building Floor Change	CR#238	61373	61,373			61,373	100.0%	
	1							•		
	Change Or				-			•		
	item 1	Natural Gas Service	CR# 29A	15570	15,570			15,570	100,0%	
	Item 2	Seal Water Flow Switch	CR# 200	2113	2,113			2,113	100.0%	
	Item 3	Camper Discharge	CR# 220	8810	8,810			8,810	100,0%	
	Item 4	Existing Sand Beds	CR#239	38500	36,500			36,500	100.0%	
	Item 5	Fire Department Changes	CR# 230	3855	3,855			3,855	100.0%	
	liem 6	Laboratory Vacuum Line	CR# 233	2715	2,715			2,715	100.0%	
	item 7	Catch Basin Openings	CR# 236	905	905			905	100.0%	
	l_				• 1		1	•		
	Change Or							-		
	Rem 1	Solar Panels at Operations Building	CR#130	341585	341,585		ţ	341,585	100.0%	
	Item 2	Beit Filter Press Piping	CR#138A	1980	1,980			1,980	100.0%	

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r (contract):		2010 - CWMP -1			A	pplication Number:	37			
lication Per	iod:	5/31/2013				Application Date:	5/17/13			
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ltem					С	D	Materials Presently	Total Completed	%	Balance to Finish
ecification ction No.		Description		Scheduled Value	From Previous Application (C+D)	This Period	Stored (not in C or	and Stored to Date (C + D + E)	(E) B	(B - F)
сцоп ічо.	lteen 3	Furne Hood Sink Piping at Operations Building	CR#246	1489	1,489			1,489	100.0%	
	HEETI ST	total canna mene to should me polaremona menoricali	4.00	1 "	-,			· -		
					-			•		
					- 1			•	1	
	Change Or	der#17			-			•		
	item 1	Thickened Sludge Lines @ Sludge Tanks 1 & 2	CR#176	1250	1,250			1,250	100.0%	
	item 2	Instrumentation Power Supply	CR#198	595	595			595	100.0%	
	llam 3	Nitrate Line Plug Valve Operator	CR#217	12377	12,377			12,377	100,0%	
	item 4	Process Building Piping Changes	CR#222	13185	13,185			13,185	100.0%	
	ilem 5	Power for Lab Dishwashers	CR#229	970	970			970	100.0%	
	item 6	Cove Base at Operations Building	CR#231	1604	1,604		***************************************	1,604	100.0%	
	Rem 7	Temporary Telephone to Operations Building	CR#242	3075	3,075			3,075	100.0%	
	item 8	Fume Hood Power	CR#248	1183	1,183			1,183	100.0%	
	item 9	Sealing Grout in Ceramic & Quarry Tile	CR#267	5580	5,580			5,580	100.0%	
	ilem 10	Dryer in Filter Building	CR#165	1203	1,203			1,203	100.0%	
		•			*			*	1 :	
	Change Or	tier#18			-			•		
	Item 1	Chemical Fill Station	CR#199	1557	1,557			1,557	100.0%	
	liem 2	Bike Path Changes	CR#211	9530	9,530			9,530	100.0%	
	item 3	Added Chemicals to WAS Discharge Line	CR#228	40320	40,320			40,320	100.0%	
	item 4	Operations Building lab Emergency Showers	CR#261	2711	2,711			2,711	100.0%	
	ilem 5	Clarifier Stairs	CR#262	12030	12,030			12,030	100.0%	
	item 6	Influent Stair Platform	CR#271	990	990		1	990	100.0%	
	tiom 7	Preliminary Treatment Guardrails	CR#279	-823	(823)			(823)	100.0%	
	Item 8	Additional Sodium Hydroxide Chemical Tray	CR#259	14380	14,380			14,380	100.0%	
	Hem 9	Filter Building Valves for Air Pipes	CR#293	5745	5,745			5,745	100.0%	
	tiem 10	Added DCGS at Middle Road	CR#298	12020	12,020	Į.		12,020	100,0%	
	Hem 11	Skidge Dewatering Building Misc. T&M	CR#319	5000	5,000			5.000	100.0%	
	ilem 12	Siudge Processing Building Misc. T&M	CR#320	10000	10,000			10,000	100.0%	
		Attended to the state of the st	~· ~ ***		14,000			-		
	Change Or	nder #19			_				[
	Item 1	Slide Gate 522 Grating Modifications	CR#177A	1553	1,553	1		1,553	100,0%	
	Hem 2	Differential Pressure Switches Influent Bldg.	CR#174	5970	5,970		1	5,970	100,0%	
	Item 3	Instrument Connections	CR#213	910	910			910	100.0%	
	Item 4	Sludge Blanket Indicator	CR#216	57440	57,440			57,440	100.0%	
	item 5	Required Feeder & Breaker Size Changes	CR#219	8635	8,635			8,635	100.0%	
	item 6	Lab Casework Modifications	CR#237	3545	3,545			3,545	100.0%	
	item 7	Operations Building Recessed Floor Mats	CR#247	3370	3,370			3,370	100.0%	
	Hom 8	Operations Building Emergency Lighting	CR#253	10396	10,398	<u></u>		10,398	100.0%	
	item 9	Knox Boxes	CR#256	3270	3,270			3,270	100.0%	
	item 10	Clarifier Stairs	CR#262A	3734	3,734	1	1	3,734	100 0%	
	Rem 11	Motion Detectors at Operations Garage	CR#268	5085	5,065	1	1	5,065	100 0%	
	item 12	Lab Vacuum Pump Switch	CR#274	979	979	1		979	100.0%	
	Kem 13	Vacuum Pump Exhaust Filters	CR#292	900	900	1		900	100.0%	
	Item 14	influent Building Ladder Relocation	CR#305	1420	1,420	l		1,420	100.0%	
	210711 14°	uniona manifestation (substitution)	COCANO	1420	1,420			1,420	1 *00,07	
	Change Or	rior #20			_					
	Kem 1	Belt Filter Press Platform	CR#1389	20050	20,050			20,050	100.0%	
	item 2	Locker Base Tile	CR#1365 CR#226	2653	2,653	1		2,653	100.0%	
	ilem 2	Ops Building Sewer Ejector Pump	CR#255	9598	2,653 9,598	1	1	,	100.0%	

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ication Per	iod:	5/31/2013				Application Date:	5/17/13			
·		A	, <u>, , , , , , , , , , , , , , , , , , </u>	В	Work Com	pleted	E	F	***************************************	G
ltem					С	D	Materials Presently	Total Completed	%	Balance to Finis
cification	· · · · · · · · · · · · · · · · · · ·			Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	Œ	(B - F)
tion No.		Description			Application (C+D)	,		(C+D+E)	В	. ,
	item 4	Sludge Dewatering Building Floor	CR#283	4402	4,402			4,402	100.0%	
	item 5	UV Compressed Air Piping	CR#287	23389	23,389			23,389	100.0%	
	Item 6	Reactor Shaft Grout	CR#294	5100	5,100			5,100	100,0%	
	ilem 7	Guide Rails at Methanol Fecility	CR#291	5287	5,287			5,287	100,0%	
	item 8	Methanol Piping	CR#297	31730	31,730			31,730	100.0%	
	itom 9	Influent Building Boiler Room Walls	CR#314	1331	1,331			1,331	100.0%	
	Item 10	UV Trim	CR#302	4179	4,179		1	4,179	100.0%	
	item 11	Knife Gate Installation	CR#308	1707	1,707			1,707	100.0%	
	item 12	Preliminary Treatment End Platform	CR#330	10145	10,145			10,145	190.0%	
	item 13	Reducers at Plant Water Flow Meter	CR#317	2472	2,472			2,472	190.0%	
	Item 14	Scurriwell Davit Crane Base	CR#333	3210	3,210			3,210	100.0%	
	item 14	Filter Building Floor Plates	CR#332	4815	4,815		1	4,815	100.0%	
	item 16	Process Buiking Office Paint	CR#241R	275	275		1	275	100.0%	
	MULLI 10	t Landers freezing Amise Lang	Assemble 197					-		
	Change Or	nier #21								
,	Item 1	Boiler Intake Pipes at Operations Building	CR#235	2930	2,930		1	2,930	100.0%	
,	item 2	Sludge Processing Building Demo	CR#244	2160	2,160		[2,160	100.0%	
	item 3	Underground Valve Outside UV Building	CR#245	9655	9,655			9,655	100.0%	
	item 4	Reactor Stuice Gates 248 &249 Actuators	CR#257	22005	22,005			22,005	100.0%	
		Modbus Communication	CR#263	2015	2,015			2.015	100.0%	
	Item 5		CR#278	-32376	(32,376)			(32,376)	100.0%	
	Item 6	Grounding Sidewalks at Generator	CR#281	8290	8,290			8,290	100.0%	
	item 7		CR#285	8030	8,030			8,030	100.0%	
	Item 8	Asbestos Testing & Removal		28605	26,605			26,605	100.0%	
	item 9	UV Structure Brick & Concrete Joint	CR#304		4,305			4,305	100.0%	
	Item 10	Filter Building Valve Rotation & Extended Operator	CR#315	4305		•		1,363	100.0%	
	litem 11	Pervious Concrete Grass Pavers	CR#321	1363	1,363			1,303	100.0%	
	Change Or	rder #22						-		
	Item 1	Natural Gas Service Painting	CR#29B	1607	1,607			1,607	100.0%	
	Item 2	Reactor Junction Box Odor Control	CR#212	63579	63,579			63,579	100.0%	
	item 3	Stainless Steel Access Doors	CR#258	1615	1,615			1,615	100.0%	
	Itom 4	Hoist Credit	CR#266	-95960	(95,960)			(95,960)	100.0%	
	Item 5	Grading Around Studge Dewatering Building	CR#272	1840	1,840			1,840	100.0%	
	Item 6	Mow Strip & Stone Under Stairs	CR#300	900	900			900	100.0%	
	Item 7	Sludge Process Building Roof Details	CR#309	5517	5,517			5,517	100.0%	
	Item 8	Concrete Pad at Chemical Fili Station Panel	CR#325	1608	1,608		1	1,608	100.0%	
	item 9	Sludge Tank 1 & 2 WAS Gooseneck Conflict	CR#335	14270	14,270			14,270	100.0%	
	item 10	Exterior Lighting	CR#348	32160	32,160			32,160	100.0%	
	item 11	Exterior Lighting on Sludge Dewatering Building	CR#343	7160	7,160			7,160	100.0%	
	item 12	Exterior Lighting on SludgeProcess Building	CR#343A	12280	12,280			12,280	100.0%	
	item 13	Mechanical Changes - Gooseneck Vent at Scum Wetweil	CR#347	6245	6,245			6,245	100.0%	
	1	•			•			´-		
	Change Or			1	-		1			
	Item 1	Fitter Building Plant Water Piping	CR#142	6034	6,934			6,034	100.0%	
	item 2	Civil Drainage and Site Grading	CR#150	49550	49,550			49,550	100.0%	
	item 3	Operations Building Floor Change Revisions	CR#238A	1063	1,063			1,063	100.0%	
	Item 4	SumpPump Panel	CR#251	-239	(239)	ļ		(239	100.0%	
	Item 5	PVC Jacket in Lieu of Stainless for Sodium Piping	CR#249	-2132	(2,132)			(2,132	100.0%	
	ltam 6	Corncast/Verlson Power Supply	CR#201	820				820	100.0%	
	Item 7	Lock for Door OP106	CR#296	697			1	697		

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plication Per	riod:	5/31/2013				Application Date:	5/17/13			
		A		8	Wark Com	plated	E	F		G
Item					С	D	Materials Presently	Total Completed	%	Balance to Finish
pecification				Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	(E)	(B + F)
Section No.		Description			Application (C+D)			(C+D+E)	В	
	Item 8	Mow Strip Along Road Edge	CR#310	5285	5,285			5,285	100.0%	
	item 9	Process Building Exterior Grating	CR#336	2019	2,019			2,019	100.0%	
	item 10	Sludge Tank Existing Mixer Holes	CR#366	2745	2,745			2,745	100.0%	
	item 11	NEMA 12 Boxes for UPS	CR#379	2564	2,564			2,564	100.0%	
-	item 12	Redundant Fiber Loop	CR#388	1,660	1,660		1	1,660	100.0%	
		•			-		1			
	Change Or	rder #24								
	ttem 1	Tranksformer Grounding Rods	CR#225	1,548	1,548			1,548	100.0%	
	tem 2	Painting of Fire Protection Piping	CR#264	5,170	5,170			5,170	100.0%	
	item 3	Bathroom Entry Cove Base	CR#276	492	492			492	100,0%	
	item 4	Water Service to Belt Filter Press	CR#290	(1,022)	(1,022)		-	(1,022)	100.0%	
	item 5	Operations Building Restroom Doors	CR#295	5,780	5,780			5,780	100.0%	
	Item 6	UV Translucent Penels	CR#303	4,954	4,954		1	4,954	100.0%	
	liem 7	Add pH Probe at Reactor	CR#326	7,500	7,500		1	7,500	100.0%	
	Hem 8	Belt Filter Press Sludge Bypass Piping	CR#328	10,035	10,035			10,635	100.0%	
	llern 9	Anti-Siphon Valve at Methanot Facility	CR#342	2,420	2,420			2,420	100.0%	
	liem 10	Instantanous Water Heater at Influent Bidg.	CR#357	3,843	3,843			3,843	100.0%	
	llam 11	Sludge Dewatering Building Pads	CR#277	3,245	3,245			3,245	100.0%	
	Item 12	PMB20 Ethernet Adaptor	CR#361	6,663	6,663		1	6,663	100,0%	
	Item 13	Bail Valves For Chemical Feed System	CR#369	560	560		1	560	100.0%	
	item 14	LIT-531 Spool Piece	CR#371	1,943	1,943			1,943	100,0%	
	item 15	Utility Required Conduit & Cabling	CR#377	12,849	12,849		1	12,849	100.0%	
	item 16	UV Air Piping	CR#359	1,600	1,600		1	1,600	100.0%	
	item 17	Chemical Pipe to Influent Drop Box	CR#382	2,087	2,087		1	2,087	100.0%	
	Item 18	Misc. Conduit & Wire	CR#387	1,851	1,851		1	1,851	100.0%	
	Item 19	Skidge Blanket IndicatorSupports	CR#380	1,360	1,360			1,360	100.0%	
	Item 20	Chemical System Material	CR#381	1.095	1.095			1.095	100.0%	
	Item 21	Methanoi Calibration Column	CR#383	2,192	2,192		1	2,192	100,0%	
	Item 22	Mirror Plantings at Middle Road	CR#384	7,015	7,015			7,015	100.0%	
	item 23	Sample Pump Stilling Well	CR#363	870	870			870	100.0%	
	Item 24	Studge Porcess Building T&M	CR#320	10,000	10,600			10,000	100.0%	
	Hem 25	JLM Office	CR#394	38,826	38,826			38,826	100.0%	
					,,			,—.		
	Change Or	rder #25								
	Itom 1	Influent pH Meter Equipment Change	CR#224	3,470	3,470			3,470	100.0%	
	Item 2	Grease Discharge Connection	CR#252	11,587	11,587			11,587	100.0%	
	ttem 3	Operations Building Chairs	CR#269	11,469	11,469			11,469	100.0%	
	item 4	Senitary Pipe Replacement	CR#280	8,895	8,895			8,895	100.0%	
	item 5	Drain & Sewer to Existing Bathroom	CR#312	14,770	14,770			14,770	100.0%	
	llem 6	Add Convenience Receptacle at Odor Control Unit 2	CR#323	1,646	1,646			1,646	100.0%	
	item 7	Lanyards For Hamesses	CR#341	320	320		-	320	100.0%	
	item 8	Weatherstripping on Doors	CR#353	8,690	8,690		1	8,690	100.0%	
	Item 9	Gutter & Downspouts at Influent Bidg.	CR#360	3,229	3,229]	3,229	100.0%	
	Item 10	Sludge Dewatering Building FRP Duct Relocation	CR#367	5,270	5,270			5.270	100.0%	
	Item 11	Plant Water Line at Sludge Process Bidg. Pump Room	CR#400	1,677	1,677			1,677	100.0%	
	item 12	Operations Building Furniture	CR#270	2,077	2,077			2,077	100.0%	
	illem 13	Methanol Facility Shower & Eyewash	CR#405	2,965	2,965		1	2,965	100.0%	
	item 14	Hydroxide Relief Valves	CR#358	2,905	2,965 672		1	2,903 672	100.0%	
	Item 15	Stainless Steel Safety Chains	CR#418	603	603			603	100.0%	
	MOH! 15	Guardess Global Servicy Chamis	CUM-10	603	603			• •	100,0%	

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pplication Peri	riod:	5/31/2013				Application Date:	5/17/13		***************************************	
		A		В	Work Com	pleted	E	F		G
ltem					¢	D	Materials Presently	Total Completed	%	Balance to Finish
Specification Section No.		Description		Scheduled Value	From Previous Application (C+D)	This Period	Stored (not in C or	and Stored to Date $(C + D + E)$	(E) B	(B-F)
	Change Or	rder #28	······································					-		
1	item 1	Wall & Floor Finishes at Sludge Processing Building	CR#299	5,067	5,067			5,067	100.0%	
	ilem 2	Gasket Material in CSST-475	CR#340	7,144	7,144			7,144	100.0%	
	Item 3	Studge Line to Tank 5 Added Elbow	CR#344	1,178	1,178			1,178	100.0%	
İ	item 4	Fence at UV Structure	CR#364	9,409	9,409			9,409	100,0%	
Į.	item 5	Hand Rails at Sludge Tanks 1, 2, & 5	CR# 370	17,077	17,077			17,077	100.0%	
ŀ	item 6	Building Inspector Walk Through	CR#372	25,820	25,820			25,820	100.0%	
ļ	item 7	Temoprary Sanitary Line for Operations Building	CR#389	1,423	1,423			1,423	100.0%	
	item 8	Demolition of Ductbank to Studge Dewatering Building	CR#390	5.259	5.259			5,259	100.0%	
	item 9	Process Building Areaway Egress	CR#392	10,212	10,212			10,212	100.0%	
L	item 10	Reactor Aerator Service Platform	CR#402	31,993	31,993			31,993	100.0%	
	item 11	Reactor Platform Plan		1				,		
İ	(18)1) 11	RUBUWI PRIDUM PRI	CR#409	22,985	22,985			22,985	100,0%	
l	L			1	•			•		
	Change Or			1	*			-	1 1	
	item 1	Studge Dewatering Building Heating System	CR#282	281,610	281,610			281,610	100.0%	
į.	item 2	Sump Pump Discharge Piping Studge Process Building	CR#345	301	301			301	100.0%	
]	item 3	JLM Office	CR#394A	47,473	47,473			47,473	100.0%	
j				1	_		E .	•		
ŀ	Change Or	rder #25					1	*	1 1	
	item 1	Influent Building Columns - CMU	CR#139	10,069	10,069			10.069	100.0%	
	item 2	Delete Cape Cod Berm in Certain Areas	CR#275	(763)	(763)			(763)	100.0%	
	item 3	Operations Building Balthroom Floors	CR#289	4,080	4,080			4,080	100.0%	
	item 4	Pumo Hoist Cables	CR#352	1,341	1,341		[1,341	100.0%	
	item 5	Odor Control Duct Opening at Dewatering Bidg.	CR#373	5.880	5,880					
	item 6						[5,880	100.0%	
		ATC Changes in The Operations Building	CR#386	17,185	17,185			17,185	100.0%	
	item 7	Sodium Hydroxide Pressure Gauge Relocation	CR#391	885	885			885	100.0%	
	Item 8	Skidge Processing SCADA Panel	CR#393	1,385	1,385			1,385	100.0%	
	item 9	Globe Valve for Spray Wash System at Clarifier 1 & 2	CR#406	1.195	1,195			1,195	100.0%	
	Item 10	Grounding of Sludge Tank Handrails	CR#426	1,445	1,445			1,445	100.0%	
J	ltem 11	UV System Flow Pacing	CR#435	3,994	3,994			3,994	100.0%	
l								•		
ļ	Change Or	der #29		1						
	ilem 1	AN Power	CR#273	5,505	5,505			5.505	100.0%	
i i	item 2	Delete Stilling Wells in Sludge Holding Tanks 1&2	CR#306	(8,933)	(8,933)			(8,933)	100.0%	
	ilem 3	Reactor- Rotating Actuators	CR#327	1,865	1,865		awww.	1,865	100.0%	
	ilem 4	Access Control for Operations Building	CR#339	5,969	5,969			5,969	100.0%	
	item 5	Float in Filter Building Pipe Gallery	CR#346	6,370						
	item 6	Hazardous Gas Alams & Homs	CR#346 CR#376		6,370		1 .	6,370	100.0%	
1				8,335	8,335			8,335	100.0%	
1	Item 7	Exterior Building & Tank Signs	CR#385	5,220	5,220		1	5,220	100,0%	
	item 8	Globe Valve for Spray Wash System at Influent Channel & Re		2,280	2,280			2,280	100.0%	
1	liem 9	, ,	CR#421	12,850	12,850		1	12,850	100.0%	
- 1	item 10	Sludge Feed Pump and Grit Pump Electrical	CR#422	3,168	3,168			3,168	100.0%	
- 1	ltem 11	Additional Covers for Mixer & UV Blower Drain	CR#430	1,255	1,255		1	1,255	100.0%	
li li	Item 12	Replace Flow Switches With Pressue Switches	CR#439	11,630	11,630		ļ .	11,630	100.0%	
li li	Kem 13	Engineer Field Order 60 - Inverter Settings	CR#446	2,250	2,250		Ì	2,250	100.0%	
ľ					2,250		ţ	الاكيت	100.076	•
1,	Change Or	tier #38			•		1	•		
	Item 1	Modify Operations Building Furniture	CR#270	(17,080)	(17 000.		***	(18.000	1,00,00	
	Item 2	BFP Paddles		, , ,	(17,080)		į l	(17,080)	100.0%	
l l			CR#362	1,095	1,095		ļ. I	1,095	100,0%	
Į.	Item 3	Sludge Process Building Door Opening Revisions	CR#368	4,764	4,764		1	4,764	100.0%	

or (contract):		2010 - CWMP -1			A	pplication Number:	37			
Application Per	rìod:	5/31/2013				Application Date:	5/17/13			
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liem					С	D	Meterials Presently	Total Completed	%	Balance to Finish
Specification		Description		Scheduled Value	From Previous	This Period	Stored (not in C or	and Stored to Date	(E) B	(B-F)
Section No.	n - 4	Studge Processing Building Louvers	CR#375	10,342	Application (C+D) 10.342			(C + D + E) 10,342	100.0%	
	item 4	Chemical Pump Skid Splashguard	CR#398	1,000	1,000		1	1,000	100.0%	
:	Item 6	Fill Channel Between Studge Holding Tanks	CR#404	3,605	3,605		1	3,605	100.0%	
	item 7	Studge Dewatering Building Water Heater & Eyewash	CR#411	11,495	11,495			11,495	100.0%	
	Hem 8	Demolition of Influent Box at Skudge Processing Building	CR#419	1,790	1,790			1,790	100.0%	
	item 9	Removable Covers at Filter Building Probes	CR#429	14,138	14,138		! !	14,138	100.0%	
	Item 10	Septage Receiving Unit Additional Guardralis	CR#431	4,409	4,409		1	4,409	100.0%	
	item 10	Vapor Reduction at Studge Process Bldg.	CR#434	4,265	4,265			4,265	100.0%	
	1	Vapor Reduction at Strage Process Blag. Manhole Cover Lifter	CR#440	8,145	8,145			8,145	100.0%	
	Item 12		CR#442	19,670	19,670			19,670	100.0%	
	item 13	Scissor Lift	CR#442 CR#443	10,270	10,270			10,270	100.0%	
	item 14	Additional Auto Sampler		10,270 7.965	7,965			7,965	100.0%	
	item 15	Confined Space Retrieval System	CR#453	7,305	(1,902			7,903	100.074	
	_				•		1	•		
	Change Or		******	0.405	2466		1	2,465	100.0%	
	item 1	Instanteneous Water Heater - Studge Dewatering	CR#301	2,465	2,465		1			
	Item 2	Abandoning Seplage & Grease Tanks	CR#316	14,490	14,490		1	14,490	100.0%	
	item 3	Process Building Sodium Hydroxide Heating Panel	CR#313	1,950	1,950			1,950	100.0%	
	item 4	Septage Receiving Davit Crane	CR#408	6,993	6,993			6,993	100.0%	
	Item 5	Filter Building OilWater Seperator	CR#412	16,400	16,400			16,400	100.0%	
	item 6	LIT-151 Spool Piece	CR#420	4,105	4,105			4,105	100.0%	
	item 7	Chemical Fill Connection 1	CR#436	4,247	4,247	:		4,247	100.0%	
	ltem 8	Additional No-Mow Areas	CR#448	18,450	10,450			10,450	100.0%	
	Item 9	Yard Hydrant at Studge Dewatering Building	CR#444	5,100	5,100			5,100	100.0%	
	Item 10	Fire Suppression System Power	CR#438	1,105	1,105			1,105	100.0%	
	Item 11	Spare Nitrate Probe	CR#458	17,930	17,930			17,930	100.0%	
	item 12	Blind Flanges for Blower Piping in Porcess Bidg.	CR#463	1,616	1,616			1,616	100.0%	
	Item 13	JLM Office	CR#394B	32,512	32,512		1	32,512	100,0%	
	Rem 14	Operation Bldg, Communication Wiring	CR#417	20,715	20,715			20,715	100.0%	
	Change O				•					
	Change Or		COMPCE	7 000	7.003			7,093	100.0%	
	Item 1	Window Sills Skydna Downlorina Building Conthoud Doom	CR#365 CR#437	7,093 112,555	7,093 112,555			112,555	100.0%	
	item 2	Sludge Dewatering Building Overhead Doors								
	item 3	Replanting Trees	CR#447	433	433			433	100.0%	
	Change Or	rder #33						_		
	item 1	Door Undercut in Operations Building	CR#354	2,030	2,030			2,030	100.0%	
	Item 2	Sludge Process Bidg. Electric Water Heater	CR#401	8,165	8,165			8,165	100.0%	
	Item 3	Grit Pump Seal Water	CR#413	8,894	8,894			8.894	100.0%	
	Item 4	Sludge Process Building Basement Duct	CR#414	1,530	1,530			1,530	100.0%	
	Item 5	Odor Control System Automatic Restart	CR#416	2,470	2,470			2,470	100.0%	
	Rem 6	Painting Studge Processing Ceiling	CR#427	4,377	4,377			4,377	100.0%	
	item 7	Addition of BFP to the Service Sink in the Influent Bidg	CR#441	2,847	2,847			4,377 2.847	100.0%	
	item 8		CR#454	2,647 8,680	2,847 8,660			2,847 8,660	100.0%	
		Add Removable Guardraits & Septage Receiving		3	,			,	1	
	item 9	Filter Bidg Nitrate Probe Access	CR#457	928	928			928	100.0%	
	Item 10	Scum Pump Wet Well Davit Crane Added Boits	CR#464	900	900			900	100.0%	
	item 11	Demo of Wall For Louvers - Sludge Process Bldg.	CR#465	4,740	4,740			4,740	100.0%	
	Change Or	rder #34						•		
	Item 1	Masonry Settlement	CR# 57,58,62, & 86	55,000	55,000			55,000	100.0%	
	1		3 3.,55,52, 6.00	,550	22,300	1	1	22,300	1 -00.07	

for (contract);		2010 - CWMP -1			A	pplication Number:	37			
Application Peri	iod:	5/31/2013		,		Application Date:	5/17/13	and the state of t		
		A	THE STATE OF THE S	В	Work Com	pleted	E	, F	٠.,	G
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Section No.		Description			Application (C+D)			(C + D + E)	В	
					*			•		
	Change On		25.422		- (mm#r.		Į.	(7.75)	100.0%	
	item 1 item 2	Eliminate Piping From Septage Tank 5 Add plug Valve to Thicknd Sludge Line in Sludge Process	CR#265 CR#307	(3,354)	(3,354) (3,693)			(3,3 <i>5</i> 4) (3,693)	100.0%	
	item 3	HVAC in Skidge Processing Building	CR#311	(32)	(32)			(32)	100.0%	
	item 4	Siciar Panel Inverter Concrete Pad and Relocation	CR#415	3,099	3,099		1	3,099	100.0%	
	Item 5	Operations Building Enterance Doors	CR#428	8,995	8,995			8,995	100.0%	
	Item 6	Drainage Holes for Structures	CR#432	6,913 2,253	6,913 2,253			6,913 2,253	100.0%	
	item 7 Item 8	Drainage holes for Electrical Manholes Wall in Filter Bypass Channel	CR#433 CR#445	4,411	4,411			2,253 4,411	100.0%	
	item 9	Dewatering Building Odor Control	CR#452	20,430	20,430			20,430	100.0%	
	ilem 10	Photocells for Ops Bidg Overhead Doors	CR#456	14,210	14,210			14,210	100.0%	
	item 11	Louver Ends	CR#461	3,014	3,014			3,014	100.0%	
	item 12	Solar System Wireless Communications	CR#487 CR#468	370 459	370			370	100.0%	
	Hem 13 Rem 14	Studge Dewatering Exhaust Fan Beit Replacement Studge Processing Bldg, Powerwashing	CR#319B	2,082	459 2,082			459 2,082	100.0%	
	item 15	Added Bypass Valve for RFI 1347 - Compressor Line	CR#468	565	565		1	565	100.0%	
	item 16	Sludge Process Backdraft Dampers	CR#469	4,882	4,882			4,882	100.0%	
Î	item 17	, JLM Office	CR#394C	14,925	14,925			14,925	100,0%	
	Change On	der #36					1			
	ltem 1	Underslab Electric Conduit Encasement	CR#79	4,325	-		4,325	4,325	100.0%	
	Item 2	Reactor Wall Elevation & RFI 1125	CR#137	5,848	-		5,848	5,848	100.0%	
	item 3 Item 4	Oil & Greate for Equipment Pinchystye Actuator	CR#425 CR#472	(5,000) 425	•		(5,000) 425	(5,000) 425	100.0%	
	Item 5	Delete Pipe Jacket	CR#471	(2,167)			(2,167)	(2,167)	100.0%	
	Item 6	Fence Repairs	CR#474	1,966	-		1,966	1,966	100.0%	
	item 7	Misc. Items	*	(2,120)	-		(2,120)	(2,120)	100.0%	
1	Item 8	Unit Price Items	*	(52,673)	-		(52,673)	(52,673)	100.0%	
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For (contract):	2010 - CWMP -1		A	Application Number:	37			
Application Period:	5/31/2013			Application Date:	5/17/13			**************************************
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liem			C	D	Materials Presently	Total Completed	%	Balance to Finish
Specification Section No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	Stored (not in C or	and Stored to Date (C + D + E)	(E) B	(B-F)
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	TOTAL	\$ 34,102,563	34,071,185	-	31,378	34,102,563	100.0%	1

Sandy Robinson

From:

Charleen Greenhalgh

Sent:

Tuesday, August 16, 2016 2:47 PM

To:

Sandy Robinson

Subject:

FW: Year end budget transfers

Attachments:

Deficit Accounts 2016.xlsx

Charleen L. Greenhalgh
Assistant Town Administrator
Town of Harwich
732 Main Street
Harwich, MA 02645
508-430-7513
508-432-5039 (Fax)
cgreenhalgh@town.harwich.ma.us

From: Andrew Gould

Sent: Tuesday, August 16, 2016 1:58 PM

To: Christopher Clark <cclark@town.harwich.ma.us>; Charleen Greenhalgh <cgreenhalgh@town.harwich.ma.us> Cc: Angelo S. La Mantia (aslcape@comcast.net) <aslcape@comcast.net>; Jannell M. Brown (iloveharwich@gmail.com) <iloveharwich@gmail.com>; maccebula1@verizon.net; Michael MacAskill (Michael.d.macaskill@gmail.com) <Michael.d.macaskill@gmail.com>; Peter S. Hughes (phughes41@comcast.net) <phughes41@comcast.net>

Subject: Year end budget transfers

Chris,

Attached is the list of year-end budget transfers we will need to make to eliminate deficits.

Can we put it on the agenda for Monday's meeting?

Thanks, Andy

Town of Harwich General Fund Accounts in Deficit June 30, 2016

Dept	Account in Deficit	Amount	Account to transfer Budg	get from
Selectmen	Dues/Subscriptions	1,109.00	Assessor Data Processing	5
Selectmen	Unclassified	1,209.00	Assessor Data Processing	Ţ
FinCom	Dues/Subscriptions	213.00	Claims & Suits	
Legal	Legal	44,848.00	Postage	15,000.00
			Medicare	15,000.00
			Health Ins	15,000.00
Conservation	Salaries	1,428.00	Com Dev. Salaries	
Planner	Salaries	1,086.00	Com Dev. Salaries	
	Albro House	77.00	Public Bldgs Repair	
	Old Rec Bldg	159.00	West Harwich Sch	
	Advertising	5,904.00	EMS Exps	
Police	Exps	11,000.00	Fire Exps	
Bldg Insp	Salaries	22,700.00	Police Salaries	
Highway	Salaries	4,689.00	Fire Salaries	
Cemetery	Salaries	613.00	Fire Salaries	
Cemetery	Expenses	549.00	EMS Exps	
Community Ctr	Salaries	4,436.00	Fire Salaries	
Total	•	100,020.00	•	

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513 Fax (508) 432-5039



Christopher Clark, Town Administrator

732 MAIN STREET, HARWICH, MA 02645

To:

Board of Selectmen

From:

Christopher Clark, Town Administrator

Re:

FY 16 Goals and Objectives Status Report

Date:

August 3, 2016 updates in Red, March 31, 2016 in Blue (original date July 10, 2015,

first update October 7, 2015 in green)

I do wish to indicate that it is my clear recollection that the goals and objectives set for myself for FY 16 were to be completed by the organization and that I as Chief Administrative Officer who agreed to these goals would coordinate the successful completion by the organization of the goals mutually set. I do believe also that where the Board of Selectmen had split votes or internal disagreements those should not be reflected upon me in my capacity as the Town Administrator implementing the majority voted decisions of the Board. I would humbly ask for a reconsideration of the performance evaluation completed prior to the end of the fiscal year considering some of the goals and objectives did not have completion dates until June 30, 2016 and therefore by their very nature would be considered not complete.

Information technology: Continue the implementation of the Accela electronic permitting application. Specific deliverables include implementing an internal online permitting system with user focus group. Completion by January 1, 2016. An online system for the general public to be implemented by June 30, 2016. Installation of fiber-optic cable between Town Hall and the Community Center for live broadcast by June 30, 2016.

Update: pending - Accela electronic permitting has been implemented with staff but continues to have some bugs. Staff has been using since May 2015. It is our hope to keep to the January 1, 2016 for having an internal online permitting system operational.

Pending: Foster, Jamie, Caleb and I did tour the Chatham facility for live broadcasts and taped broadcasts for ideas. Jamie has made arrangements for an expert in this area to work with us to implement live broadcast from Town Hall. Foster has identified the conduit to run fiber between Town Hall and the Community Center. This should be going out to bid shortly.

Update: The Accela electronic permitting materials continue to be a slow progression forward. Online capability is now available in a limited capacity. The installation of fiber-optic cable between Town Hall and the Community Center has been completed. The equipment in both the Town Hall and Community Center need to be updated to allow for live broadcast. This process is underway and we believe that we can continue to meet the June 30 deadline.

Final Update: The Accela Project has continued to have issues. The primary project manager David Spitz has retired and I have decided to oversee the implementation of this project myself. This part of the goal was incomplete for FY 16.

The installation of fiber-optic cable between Town Hall and the Community Center for live broadcast was completed well prior to June 30 deadline and to my knowledge this is the first time ever the town of Harwich has had live Board of Selectmen meetings. I believe this

goal was accomplished and **exceeded expectations** by completing prior to the deadline. I believe staff particularly, Jamie and Caleb, worked very hard to accomplish this prior to the deadline to show to the organization our capacity to get things done.

Middle School Repurpose: To work with staff to prepare various concepts for reuse and prepare question for ballot of which options the community desires. Preparation for Board of Selectmen prior to finalization of the Election Ballot.

Update: mostly completed. Attorney Giorgio has provided the ballot questions to the Town and Town staff is working on plugging numbers into the ballot questions as they relate to various options. This is the remaining final step for the Board to consider placing on the ballot. Administratively mostly completed.

Update: Ballot question is completed.

Final Update: I believe that administration completed this task in a timely fashion and should receive a **meets expectations** on the goal and fully recognize that there was a high level of discussion and disagreement with the overall product by some members of the Board but the goal was simply to complete and place on the election ballot what was acceptable to the majority of the Board.

Wastewater: Assist in the negotiation of the use of the Chatham facility. Preparation of an IMA for Board of Selectmen's consideration prior to closing of the warrant for the 2016 Annual Town Meeting. Work with the Board in the development of a governance model for the integration of the Water Commission and the Board of Selectmen on the governance of wastewater prior to finalization of the warrant.

Update: partially completed: I have worked with the Wastewater Implementation Committee to work to help to identify a recharge site that will facilitate IMA negotiations with Chatham. I have also assisted in the most recent draft of the IMA to present to Chatham.

Coordinated a meeting between the Water Commission and the Board of Selectmen to discuss governance model.

Update: Partially completed: The framework for an IMA with Chatham was completed. However, Chatham's response to that document was not consistent with the understanding reached in our October 2015 meeting. Negotiations are ongoing.

The governance model was coordinated through our consultant and ultimately voted by the Board of Selectmen.

Final Update: The framework for the IMA was completed in a timely fashion but the coordination of various meetings and the need for additional information has led to delays. Administration is working closely with the Board, the Wastewater Implementation Committee and our consultant are on the verge of finalizing the CWMP which is a significant milestone towards our wastewater management plan. Whereas the IMA still being incomplete is unfortunate, I believe it also has to be recognized that the CWMP progress has significant merit.

Monomoy Regional School District: Preparation of a submission to Board of Selectmen of a draft Agreement between Monomoy Regional School District, Town of Chatham and the Town

of Harwich on a funding formula moving forward for the next five years among the three parties. Draft completed by July 2015.

Update: completed: prepared a draft agreement between Monomoy Regional School District, Town of Chatham and Town of Harwich regarding the funding formula for the next five years. Advocated for its approval to representatives of each.

Update: Draft agreement was prepared but the respective parties did not advance the draft.

Final Update: The draft agreement was completed in a timely fashion and this goal should receive a meets expectations from an administrative standpoint.

Town Assets: Focus on three properties for upgrade or reuse the Albro House, Bank Street Fire Station and West Harwich School. Prepare concepts for Board consideration prior to January 1, 2016.

Update: partially completed: Albro House: partially completed: volunteers coordinated the painting of the Albro House and staff continues to present various uses. Successfully presented a social service use that was voted by the Board of Selectmen and has also presented the relocation of Engineering Department to first floor but was not voted by the Board. Bank Street Fire Station – completed. Presented potential reuse plan to the Board of Selectmen. The Board voted to retain and utilize as Harbormaster facility until Saquatucket redevelopment is complete. West Harwich School: partially completed: a neighborhood group and the Harwich Historical Commission has proposed a reuse plan for the Board of Selectmen to consider. The Board has opted for a RFI to be used which has been drafted.

Update: Albro House: partially completed. Bank Street Fire Station: completed. West Harwich School: ongoing with a public-private partnership to renovate and operate being worked on.

Final Update: I believe clearer goals regarding properties need to be developed. Administration has submitted concepts saying that the Albro House should be used to as a Wellness center and has submitted license agreements that have been approved by the Board to this end. Administration previously sought to have a full scale evaluation done on renovations which was not put forward by the prior Chair. I would reiterate that it appeared a Board consensus was to try to offset some of the operational costs of Albro house by entering into license agreements and we have been successful in that endeavor. The Middle School reuse clouds this issue as well. The former Bank Street fire station resulted in specific board action to hold until renovations at Saquatucket are complete. This goal met expectations. The West Harwich school faced a split Board on its reuse and ultimately was not funded. This goal was to focus concepts for upgrade or reuse.

Financial: Development of the 2017 budget within Proposition 2 1/2 guidelines. Timing in accordance with Charter. In the evaluation of the budget to review various elements for efficiencies. Include two departments for specific review. Completion of public outreach financial software and visual information. To be completed by the end of September 2015.

Update: the FY 17 budget is still in the developmental phases in which we are currently undertaking the capital budget and the operating budget will commence in November. The primary focus of the next six months will be dedicated to the budget and Town Meeting.

Update: two departments for specific review: completed: review of the Council on Aging operation, specifically nurse services and chef services, have been completed along with the review of engineering services. Board voted to retain both at existing levels.

Update: partially completed - VisiGov has been provided with the data (revenue and expense) they requested to complete this service. Waiting on the contractor to provide draft and final products.

Update: Completed: The FY17 budget has been presented and is within Proposition 2 1/2 guidelines.

Final Update: I believe that the development of the 2017 budget resulting in a very successful 2016 Annual Town Meeting with many of the budgets being voted unanimously and that two ballot questions related to funding concepts were voted very favorably. I believe administrations role in this was critical to success of the Annual Town Meeting and ballot. I believe the goal **exceeded expectations**. The other two items, department review and completing the VISIgov software, **met expectations**. Administration's responsibility was to complete tasks. It is exceptionally frustrating considerable staff time went into completing VISIgov and then it was not utilized.

Personnel: FY 16 has two completed collective bargaining agreements. Administration will negotiate six collective bargaining agreements during FY 16 with the goal of completing the vast majority of those prior to the end of the fiscal year. Also, the recruitment and reimplementation of the Assistant Town Administrator position to be completed by October 1, 2015.

Update: partially completed: Fire union negotiations have been completed. Actively engaged in negotiations with five of the six collective bargaining units. Two units we have reached tentative agreement, two units we are in active negotiations and one unit we have not yet commenced negotiations. Assistant Town Administrator position has been filled and her start date is October 19.

Update: Partially completed: Only the Superior Officers negotiations continue, all other agreements are up to date or extended beyond FY 16.

Final Update: This goal on the collective bargaining agreements is very clear. The goal was six out of the eight units would have negotiated agreements prior to the end of the fiscal year. All eight units had agreements completed prior to the end of FY 16. I believe an **exceeds expectations** is a more appropriate score on this goal. The Assistant Town Administrator position was slightly delayed but was completed. A score of meets expectation is more appropriately warranted.

Economic Development: To review and consider the plan for expanding the rental property taxation. Some towns on Cape Cod seek to tax summer homes that are used as rentals. To research this is a possibility and provide the Board of Selectmen with a report and to draft Special Legislation to accomplish the same. Completed prior to the finalization of the warrant.

Update: partially completed: conducted a meeting with representatives of the Chamber, Town of Brewster and Town of Eastham to obtain a sense of the possibilities. Planning on attending a Cape Cod Selectmen's Association meeting that will have this is the primary focus on October 9, 2015. Will prepare report and draft special legislation in accordance with goals.

Update: Completed: The report was presented to the Board of Selectmen that went along with the recommendation not to submit special legislation.

Final Update: The plan was completed and submitted to the Board of Selectmen who decided not to pursue special legislation. This item should be **meets expectations**.

Overall, I believe that the last fiscal year had set fairly aggressive goals and objectives. I am very proud that this organization responded to the various challenges laid out in these goals and objectives and overall the vast majority in my opinion were completed to either meet expectations or exceeded expectations as noted throughout. To receive an overall score of needs of improvement in light of the reality of what was completed is simply not warranted in my mind. I am immensely proud and appreciative of the level of support provided by the organization, primarily through its Department Heads, to be responsive to Administration in presenting and in taking on the challenge given to us. I don't believe enough credit has been given to the organization in its responsiveness that led to an exceptional year in terms of:

- Over \$4 million in free cash
- · Labor contracts all up to date and future dates
- Very successful Annual Town Meeting with significant support for the ballot questions
- Harmonious relationships with Monomoy Regional School District/Cape Cod Tech H.S.
- Muddy Creek bridge project completed on time and slightly under budget including my direct and active participation in securing a \$300,000 grant
- Coordinating the administrative details in securing the state grant for the Artificial Reef Project in excess of \$100,000

I fully recognize that I am not perfect and I will always continue to struggle to keep up with the tremendous volume of work that comes through the office. However, to be the only employee in the organization to not receive a cost-of-living adjustment based upon the overall successful body of work is exceptionally hard to take and is disheartening. I put a lot of time and energy into addressing the numerous issues that come up and always keep myself engaged in my work. I would ask that my self-evaluation be approved with a cost of living adjustment retroactive to July 1, 2016.

I do also believe that the future FY 17 goals previously enumerated continue to have merit. I will review the various exceptionally extensive goals of the Board of Selectmen and see which additional ones Administration will attempt to complete in the next year.

FY 17 Future Goals:

- Continued implementation of Accela system
- Prepare an interim plan based upon the results of the election for the Middle School repurpose
- Continue to work on regional entity or IMA as it relates to wastewater with the towns of Dennis and Chatham
- Continue to explore with Monomoy Regional School District shared services including landscaping, information technology and facility maintenance
- Work with the Harbormaster on waterside and landside improvements to Saquatucket Harbor
- Develop the FY 18 budget within Proposition 2 1/2 and give consideration to an upgrade in the Town's bond rating
- Review the SEIU contract materials on job description review's Department heads for FY 17
- Work on collaboration with the Chamber of Commerce on additional marketing efforts for the Town of Harwich

Tele: 508-430-7513

Fax: 508-432-5039

Office of the Town Administrator 732 Main Street

Town Of Harwich

Harwich, MASSACHUSETTS 02645

Name:	Christopher (Clark				
Job Title:	Town Admin	istrator		Classsificati	on:	Contract
Administrator:		Christopher Clark				
Department:	[Town Administrator				
Anniversary Date:		12/27/2013	Evaluation d	late:	April/May 201	.6

Town Manager Evaluation

Key for Performance evaluations:

EX: Exceptional

Performance far exceeds expectations due to exceptionally high quality of work performed in all essential areas of responsibility.

EE: Exceeds Expectations

Performance consistently exceeded expectations in all essential areas of responsibility and the quality of work overall was excellent. resulting in an overall quality of work that was superior.

ME: Meets Expectations

Performance consistently met expectations in all essential areas of responsibility at times possibly exceeding expectations and the quality of work overall was very good.

IN: Improvement Needed

Performance did not consistently meet expectations or performance failed to meet expectations in one or more essential areas of responsibility.

UN: Unsatisfactory

Performance was consistently below expectations in the most essential areas of responsibility and/or reasonable progress towards critical goals was not made. Significant improvement is needed in one or more important areas.

A. Last Evaluation's Goals: (if applicable) 40 points total

Goal:			Rating:			Points:	Comments:
Available points per section:	1	2	3	4	5		
1. Continue implementation of Accela & online system for public/installation of							
fiber optic cable between Town Hall & Community Ctr.	UN	IN	ME	EE	EX	3	
2. Prepare ballot question for Middle School repurpose	UN	IN	ME	EE	EX	3	
3. Preparation of Wastewater IMA & development of governance model	UN	IN	ME	EE	EX	3	
4. Prepare draft agreement w/MRSD & Chatham re funding formula	UN	IN	ME	EE	EX	3	

5. Prepare concepts for upgrade/reuse of Albro, WH School & Bank St. Bldg.	UN	IN	ME	EE	EX	3	
6. Develop FY17 budget, review various elements for efficiencies, include 2 depts							
for review, complete public outreach financial software/visual info	UN	IN	ME	EE	EX	4	
7. Negotiate 6 collective bargaining agreements & recruit/reimplement ATA							
position	UN	IN	ME	EE	EX	4	
8. Review/consider plan for expanding rental property tax, provide report to BOS							
& draft Special Legislation	UN	IN	ME	EE	EX	3	

B. Job Success Factors:

(45 points total)

1. Problem Solving/Decision Making: (5 points)

Anticipates, Identifies, & prevents problems, involves others in seeking solutions. Makes clear and consistent decisions, acts with integrity in all decision making and makes timely decisions.

2. Strategic planning and organizing: (5 points)

Aligns priorities with broader goals,
measures outcomes, uses feedback to change as
needed, evaluates alternatives, solutions oriented,
develops realistic plans, meets deadlines & follows through

3. Communication: (5 points)

Connects with peers, subordinates and public, actively listens, clearly and effectively shares information, demonstrates effective oral and written communication skills. Seeks to clarify and confirm the accuracy of understanding of vague terms and instructions

4. Leadership: (5 points)

Accepts responsibility for own work, develops trust and credibility, demonstrates honest and ethical behavior, engages the talents, experiences,

		Rating:			Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	4	

		Rating:			Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	3	=

		Rating:			Points:	Comments:
1	2	3	4	5		Need to improve commu
UN	IN	ME	EE	EX	3	w/ BOS but very good
		***************************************			+	w/MRSD,CCTHS,COC and
						Fin Com

		Rating:			Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	4	

and capabilities of others. Results-oriented and desire to excel in job

5. Teamwork: (5 points)

Successfully works with others to achieve desired results, contributes to team projects, exchane ideas and opionions, helps prevent, resolve conflicts, develops positive working relationships and is flexible, open-minded promoting mutual respect for all

6. Customer Orientation: (5 points)

Listens, identifies, and responnds quickly and effectively to internal and external customers' needs and sets work activities accordingly; goes beyond what is expected and follows up to ensure customer satisfaction

7. Productivity: (5 Points)

Maintains fair workload; takes on additional responsibilities as needed; manages priorites; develops and follows work procedures; completes assignments on time and to specifications

8. Quality: (5 Points)

Demonstrates accuracy, thoroughness, and reliability; manages time and priorities; develops and follows work procedures

9. Department specific competency: (5 Points)

verall guidance to the organization and represent at functions			Rating:			Points:	Comments:
	UN	IN	ME	EE	EX	4	
	1	2	3	4	5		

		Rating:			Points:	Comments:
1	2	3	4	.5		
UN	IN	ME	EE	EX	4	

2					
2	3	4	5		
IN	ME	EE	EX	3	
	IVIL		LX	3	_
	IN	IN ME	IN ME EE	IN ME EE EX	IN ME EE EX 3

		Rating:			Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	4	

Rating:					Points:	Comments:	
1	2	3	4	5			
UN	IN	ME	EE	EX	3		

total overall averages

Complaint Letters:	0 letters: (1 point)	# of inc	Points		Points	Average	1				
	1 letter: (-1 point)	#	1	Dept Avg: (1 point)		1					
	2 letters: (-2 points)	#		(0 point)			Points:	2			
	More than 2 letters: (-3 points)	#		(-1 point)							
	8						-				
Future Goals and Objectives: (9 points)	Please list 9 goals & ob	Please list 9 goals & objectives for the following year, 6 attainable goals, 2 possible goals & 1 "if time permits" goal 1 Continued implementation of Accela System 2 Prepare plan based on results of the election for Middle School repurpose 3 Continue to work on regional entity or IMA as it relates to wastewater with Dennis and Chatham									
	1 Continued implemen										
e e	2 Prepare plan based o										
	3 Continue to work on										
	4 Continue to explore w/MRSD shared services including landscaping, informational technology & facility maint.										
	5 Work with Harbormaster on waterside and landside improvements to Saquatucket Harbor										
	6 Develop the FY18 budget within Prop 2 1/2 and give consideration to an upgrade in Town's bond rating										
	7 Review the SEIU contract materials on job description reviews Department heads for FY17										
	8 Work on collaboratio	8 Work on collaboration with Chamber of Commerce on additional marketing efforts for Town									
	9										
							Points:	9			
C: Miscellaneous:	Has the Town Administ	rator come u	p with any cost	saving ideas/solutions	s? (1 point)	Points:	1				
(4 points total)	See Link Hooper letter o	See Link Hooper letter on Forest Street Cost savings									
							,				
,	Has the Town Administ	rator obtaine	d any grants/G	iifts? (1 point)		Points:	1	e »			
	Activley participated on	Activley participated on Muddy Creek grant for \$300,000									
				0							
	Has the Town Administ	Has the Town Administrator been able to "turn back" any funds? (1 point) Points: 1									
	*										
								·			
	Has the Town Administ	Has the Town Administrator obtained letters of commendation? (1 point) Points:									
								2			
			7 								
Overall rating:	UN IN	ME	EE	EX	Total point	ts:	72				

(100 total possible points)								
Professional Development Plan/Comments:								
Signatures:								

•



Intermunicipal Agreement Between

The Towns of Harwich and Monomoy Regional School District for the Field Maintenance of High School Facility

This Intermunicipal Agreement ("IMA") is entered into this __ day of August, 2016, between the Towns of Harwich and Monomoy Regional School District, acting through their respective Boards of Selectmen pursuant to G. L. c. 40, Sec. 4A.

1. Purpose

This IMA establishes the terms under which the Towns of Harwich and Monomoy Regional School District (hereinafter "participating Entities") will undertake the Field Maintenance of High School Facility (hereinafter "Project").

2. Commitments

The participating Entities agree as follows:

- a. Monomoy Regional School District through it Superintendent will come to mutual agreement with the Town Administrator for the town of Harwich on a level of services budget to complete field maintenance of the high school facility on an annual basis.
- Monomoy Regional School District agrees to fund the budget to cover the agreed-upon level of services and to pay said invoices in a timely fashion upon completion of work.
- c. The town of Harwich through its superintendent of golf facilities agrees to provide the services as budgeted into complete the work in a timely and professional manner and to bill said invoices within the applicable fiscal year.
- d. Each entity understands that said funding of this agreement is subject to appropriation by town meeting. If such appropriate funding is not approved said agreement is null and void for the applicable fiscal year.

Scope of Services

a. The agreed-upon scope of services for each fiscal year of this IMA shall be attached by fiscal year as an exhibit.

4. Term of Agreement

- a. This IMA shall commence upon July 1, 2016 or by whichever is earlier execution by participating Entities and shall expire on June 30, 2019.
- b. The participating Entities may mutually agree to terminate this IMA prior to the date of expiration noted in 6.a above, or to extend the IMA beyond the date of expiration.
- d. If this IMA is terminated for any reason pursuant to Paragraph 3.c, 4.a, 6.a or 6.b, each Town shall be responsible for its proportionate share of any liabilities and expenses incurred or committed to by contract prior to such termination.

Town of Harwich By its Board of Selectmen	Monomoy Regional School District By its School Committee
Town Administrator	Superintendent of Schools
Date:	Date:

Monomoy Regional High School Landscaping Budget 2017

The Following Proposal is a budget for the maintenance of the Monomoy Regional High School landscape.

Labor -	Starting date roughly April 1 Through November 30
	mowing and weedwacking around the entire property.

Maintenance of the Synthetic turf field

Blowing out the irrigation system and all maintenance associated with the system overseeing and the application of all fertilizer and pesticides that may be need The Maintaining of all I.P.M. Records and reports and responsibility in reporting total usage

	Total Cost - 38,000 dollars			
	weekly	750		\$ 30,000.00
	Stipend / superintendent	200		\$ 8,000.00
			total	\$ 38,000.00
Expenses -				
	Groundkeeping supplies			
	Fertilizers			\$ 15,000.00
	Lime, Seed, Soil			\$ 10,000.00
	Equipment Usage and repair			\$ 15,000.00
	Misc.			\$ 4,000.00
			total	\$ 44,000.00

This Proposal is to maintain the high school property only.



HARWICHPOICE DEPARTMENT 183 Sisson Road, Harwich, MA 02645 Tel 508-430-7541 Fax 508-432-2530



THOMAS A. GAGNON
Deputy Chief

Memorandum

TO:

Board of Selectmen

Christopher Clark Town Administrator

FROM:

David J. Guillemette

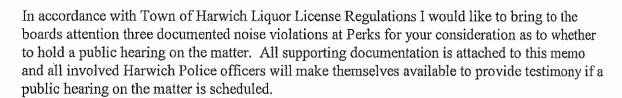
Chief of Police

DATE:

August 16, 2016

SUBJECT:

Liquor / Entertainment License violation report



I feel it is also necessary to advise the board of the following facts:

- On June 16, 2016 an information session was held at the Harwich Police Department for all establishments licensed under chapter 138 of Massachusetts General Laws (Liquor).
- At this informational meeting, which Perks personnel attended, copies of the Town of Harwich Liquor License Regulations were distributed and reviewed with the attendees. The common violations were discussed. See attached meeting agenda.
- On July 7, 2016 following some initial complaints, Lt. Kevin Considine had a phone
 conversation with the owner of Perks, Taylor Powell, and further explained to him the
 limitations of his entertainment and liquor license and how it would be a violation for
 noise to exceed the premises.

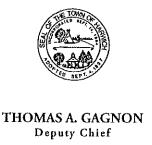


License violations are as follows:

- July 6, 2016 11 PM noise complaint at Perks. Manager spoken to and music turned down. See Harwich PD log entry call # 16-8841.
- August 10, 2016 10:09 PM report of loud music coming from Perks. Music shut down after police spoke with staff member. See report from Sgt. Goshgarian (16-10766-OF).
- August 13, 2016 9:29 PM call regarding loud music and bright strobe lights at Perks.
 Manager contacted, strobes shut off and music turned down. See report of Sgt. Hutton (16-10923-OF).







Liquor Licensee Meeting Agenda June 16, 2016 10:00 a.m.

- Opening remarks and Introductions Chief of Police
- Intent of meeting
- **❖** Distribution of Liquor License Regulations (Town of Harwich)
- Brief review of local regulations
- * Review of violation process with local licensing authority
- ❖ ABCC Investigator Jamie Binienda
- * Review of most frequent violations encountered by ABCC
- Preventing violations
- Questions
- ❖ Adjourn

Page:

For Date: 07/06/2016 - Wednesday

Call Number Time Call Reason

Action

16-8841 2300 Noise Complaint Investigated

2373 - PSD Telecommunicator IRIS G MCINALLY Call Taker:

Location/Address: [HAR 1638] PERKS COFFEE SHOP - 545 RT 28 - HARPORT, MA 508-785-8100 Calling Party:

}

ID: 139 - Patrol Mark T Holmes

Disp-23:02:27 Enrt-23:02:44 Arvd-23:07:03 Clrd-23:12:00

07/06/2016 2312 PSD Telecommunicator IRIS G MCINALLY Narrative:

Spoke with manager at Perks re: noise, will turn down the

music.



Harwich Police Department Incident Report

Page: 1 08/15/2016

Incident #: 16-10766-OF Call #: 16-10766

Date/Time Reported: 08/10/2016 2209 Report Date/Time: 08/10/2016 2254

Status: No Crime Involved

Reporting Officer: Sergeant Aram Goshgarian

Signature:

EVENTS(S)

LOCATION TYPE: Restaurant/Cafeteria

Zone: HARWICHPORT

PERKS COFFEE SHOP 545 RT 28

HARWICH MA 02645

1 NOISE BYLAW VIOLATION

PERSON(S) PERSON TYPE SEX RACE AGE SSN PHONE

PERKS COFFE SHOP 545 RT 28 HARWICH MA 02645 BUSINESS

Harwich Police Department NARRATIVE FOR SERGEANT ARAM V GOSHGARIAN

Page: 1

Ref: 16-10766-OF

This report is submitted by Patrol Sergeant Aram Goshgarian and is regarding a violation of the entertainment license at Perks Coffee Shop.

On Wednesday, August 10, 2016 I was assigned as the Shift Supervisor. At 2209hrs, a call was received from a guest of the Grey Gull Guest House which is located directly next to Perks. The caller was reporting loud music coming from Perks Coffee Shop. This was the seventh response for a noise complaint at Perks this summer. However, five of the seven complaints were unfounded upon the arrival of Police Officers.

The entertainment license for Perks has a time restriction of 1800hrs-2200hrs and the noise from the entertainment shall not exceed the licensed premises. I arrived at 2217hrs and parked in the Schoolhouse Parking lot. Since Perks is an outdoors venue, I could hear the music as I walked across Route 28.

I stood on the walkway that leads into the outdoor seating area when I was approached by a staff member. I told her that the music needed to stop. I advised her that the entertainment license was only valid until 2200hrs and it was clearly beyond that time. She was very cooperative and immediately went over to the person who was playing guitar and told him to stop. The music stopped without further incident.



Harwich Police Department Incident Report

Page: 1 08/15/2016

Incident #: 16-10923-OF Call #: 16-10923

Date/Time Reported: 08/13/2016 2129
Report Date/Time: 08/14/2016 0016
Status: No Crime Involved

Reporting Officer: Sergeant Adam Hutton

Signature: _

EVENTS(S)

LOCATION TYPE: Restaurant/Cafeteria

PERKS COFFEE SHOP

545 RT 28

HARWICH MA 02645

NOISE BYLAW / LICENSE VIOLATION

Zone: HARWICHPORT

#	PE	RSON	(ន)			

PERSON TYPE SEX RACE AGE SSN

PHONE

PERKS COFFE SHOP 545 RT 28 HARWICH MA 02645

BUSINESS

Harwich Police Department NARRATIVE FOR SERGEANT ADAM E HUTTON

Page: 1

Ref: 16-10923-OF

This report is submitted by Sergeant Adam E. Hutton regarding a violation of the entertainment license at Perks Coffee Shop.

On Saturday, August 13, 2016 I was assigned as the supervisor for the evening shift. At approximately 2130hrs, dispatch received a call concerning the loud music and bright strobe lights at Perks Coffee Shop. A review of the address shows that this is the eighth response by the Harwich Police for a noise complaint at Perks Coffee Shop this summer. On this occasion, the complaint was valid as the music could be heard across the street in the Chamber of Commerce parking lot.

A condition of the entertainment license for Perks Coffee Shop states that the noise from the entertainment shall not exceed the licensed premises. I arrived in the parking lot of the Chamber of Commerce at approximately 2131hrs and parked directly next to the building. I exited my cruiser and could immediately hear the music coming from Perks Coffee Shop.

I approached the property and had a band member attempt to locate a staff member. The owner came out and I advised him that the music was too loud and the bright strobe lights probably were not a good idea either. He shut off the strobe lights and had the music turned down without an issue. There were no other complaints during the remainder of the establishments permitted entertainment time frame.

Respectfully Submitted,

Sgt. Adam E. Hutton



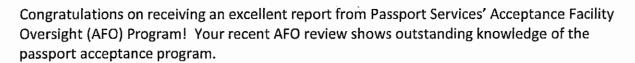
Boston Passport Agency 44132 Mercure Circle PO Box 1017

O Box 1017 Jerling, VA 20166-1017

August 8, 2016

Harwich Community Center Carolyn Carey 100 Oak Street Harwich, MA 02645

Dear Carolyn,



We appreciate your ongoing effort in complying with the requirements of the passport application process and application acceptance procedures.

Please call our customer service office at 617-878-0936 with any questions, comments or concerns.

Thank you and congratulations again on your excellent performance as a Passport Acceptance Facility.

Sincerely,

Michael T. Wood Director

Great job!



Bureau of Consular Affairs, Passport Services

CERTIFICATE OF ACHIEVEMENT

Presented to

Harwich Community Center

For outstanding passport compliance as a participant of the Acceptance Facility Oversight Program

Patrices Roush

6/23/2016

Nancy Jackson

Patricia Rourke Customer Service Manager

Date of Inspection

Customer Service Manager

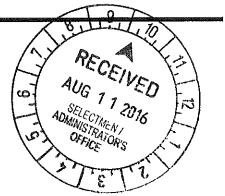
Ann Steidel

From: Alex Weisheit <AWeisheit@k-plaw.com>
Sent: Thursday, August 11, 2016 9:01 AM

To: Christopher Clark

Cc: Eric Beebe; Ann Steidel; John Giorgio

Subject: Opinion regarding Public Beach Drone Regulation



Chris:

You have requested an opinion regarding the legality of the Town of Harwich's (the "Town") Beach Regulation which prohibits the use of drones at public beaches. You have informed me that a certain individual intends to launch a drone from a nearby airport and fly over public beaches in Harwich. In my opinion, the Town does not have authority to ban the use of airspace by drones above beaches in Harwich. It is my opinion that the Federal Aviation Administration ("FAA") has exclusive authority over regulation of the airspace above Harwich.

In my opinion, control of airspace is regulated exclusively by the federal government. "Where Congress occupies an entire field...even complimentary state regulation is impermissible. Field preemption reflects a congressional decision to foreclose any state regulation in the area, even if it is parallel to federal standards." Montalvo v. Spirit Airlines, 508 F.3d 464 (9th Cir. 2007); French v. Pan Am Express, Inc., 869 F.2d 1 (1st Cir. 1989). To the extent that the Town seeks to prohibit all drone flights over Town Beaches, such a prohibition, in my opinion, would be preempted by FAA regulations allowing use of unmanned aircraft systems ("UAS"). See P.L. 112-95, §§331-336. However, it is my further opinion that the Town maintains the ability to prohibit take offs and landings from Town Beaches pursuant to its police power to regulate land use. See Boch v. Tomassian, 2015 Mass. LCR LEXIS 46, *17 (Mass. Land Ct. 2015) (citing Hoagland v. Town of Clear Lake, Indiana, 415 F.3d 693 (7th Cir. 2005) (holding that local zoning ordinance that prohibited landing areas was not preempted by the Federal Aviation Act)). Accordingly, it is my opinion that the Town may prohibit the use of public beaches for take offs and landings of drones.

Please note that the FAA has provided certain examples of situations where municipalities can exercise their police power to regulate certain uses of drones, such as:

- Requirement for police to obtain a warrant prior to using a UAS for surveillance;
- Specifying that UAS may not be used for voyeurism;
- Prohibitions on using UAS for hunting or fishing, or to interfere with or harass an individual who is hunting or fishing; and
- Prohibitions on attaching firearms or similar weapons to a UAS.

See FAA Guidance Document dated December 17, 2015.

Should you have any further questions regarding this matter, please do not hesitate to contact me. Thank you.

Very truly yours,

Alex

Kopelman and Paige is now $KP \mid LAW$

A. Alexander Weisheit, Esq.



Town of Harwich Road Safety Audit Route 39 (Orleans Road) at Pleasant Bay Road

July 29, 2016







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Background

All levels of government—local, regional, state, and federal—have been considering locations where crashes are most severe for many years. Several years ago the national consensus was that there should be goals to reduce crashes, and in the 2005 federal legislation: Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), there was more emphasis on improving highway safety along with a dedicated funding program—the Highway Safety Improvement Program (HSIP). The latest federal legislation: Fixing America's Surface Transportation (FAST), signed into law on December 4, 2015, retains the Highway Safety Improvement Program (HSIP) as one of its core highway programs.

In an effort to reduce the number of crash-related fatalities and incapacitating injuries, Massachusetts developed a Strategic Highway Safety Plan in 2006. The mission of the Safety Plan is to "Develop, promote, implement, and evaluate data-driven, multidisciplinary strategies to maximize safety for users of the roadway system." One of the many strategies noted in the Safety Plan is to "conduct Road Safety Audits at high-crash locations throughout the Commonwealth." MassDOT incorporated the Road Safety Audit as a requirement for securing Federal funding (Highway Safety Improvement Program [HSIP] funds) for safety projects.

The Federal Highway Administration (FHWA) defines a Road Safety Audit as the formal safety examination of an existing or future road or intersection by an independent, multidisciplinary team. The purpose of a Road Safety Audit is to identify potential safety issues and possible opportunities for safety improvements while considering all roadway users.

The Cape Cod Commission (CCC), serving as the regional planning agency for the fifteen towns on Cape Cod, has reviewed many transportation locations over the years during various processes, including the Regional Transportation Plan, the Transportation Improvement Program, and Developments of Regional Impact, considering the existing safety issues and potential improvements. In addition, the CCC began looking at specific safety locations annually through safety studies and Road Safety Audits. A portion of the federal HSIP funds are allocated for improvements to the region's highest crash locations.

This RSA evaluates the intersection of Route 39 (Orleans Road) at Pleasant Bay Road in Harwich, MA as shown in Figure 1.

1



Project Location and Description

Route 39 (Orleans Road) at Pleasant Bay Road in Harwich is a four-way unsignalized intersection shown on the locus map in Figure 2. The intersection serves both regional and local traffic. The location of the intersection makes it important for commercial and non-commercial trips between the towns of Harwich, Brewster, Orleans, and Chatham.

Figure 3 shows a close-up view of the intersection (imaergy from May 2015). All four approaches cosistet of a single multi-purpose lane. The westbound and eastbound Pleasant Bay Road approaches are stop controlled. There are no dedicated pedestrian or bicyclist accommodation.

A number of physical changes to the intersection have been made over the years to address on-going safety issues. These changes include the installation of flashing-LED stop signs with "Cross Traffic Does Not Stop" plaques, installation of stop ahead signs, installation of "Dangerous Intersection Ahead" signs, tree removal, vegitation trimming, and installation of a painted median.



Figure 1 - View from Pleasant Bay Road looking east, showing LED stop sign

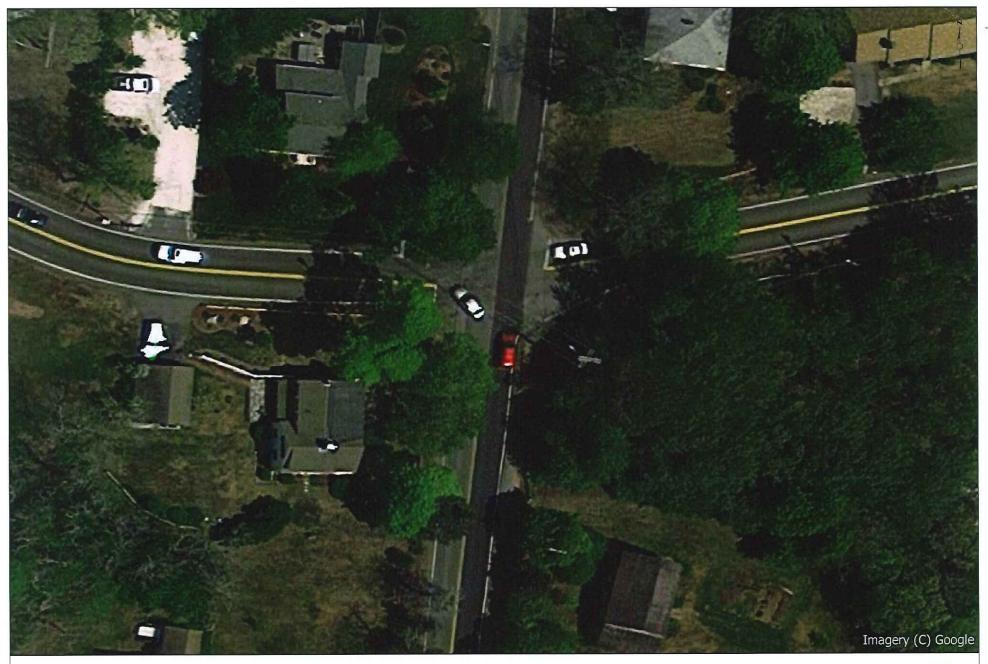


Figure 3 – Close Aerial View of Intersection



Feet (1 in = 40 ft)





Road Safety Audit Observations and Potential Improvements

On Wednesday, June 1, 2016 the Road Safety Audit Team met at the Harwich Town Hall for a discussion of the existing conditions, visited the site for field observations, and returned to discuss the safety issues at the location. The summary crash data, a collision diagram, and traffic volume reports were brought to the Road Safety Audit team meeting, and are included in Appendix A.



Figure 4 - View looking south, showing newly installed painted median

The following safety issues were identified through the site visit and discussions with the Road Safety Audit team.



Obstructions on the southwest and southeast quadrant of the intersection are also restricting the ability of drivers stopped on Pleasant Bay Road to view vehicles approaching from the south on Route 39.

Figure 6 shows the view of a driver traveling westbound on Pleasant Bay Road looking south on Route 39. The hedges on the east side of Route 39 obstruct the view of oncoming traffic. Assuming vehicles on Route 39 are traveling 45 mph, a driver turning left out of Pleasant Bay Road should be provided clear sight lines to see vehicles 500 feet south down Route 39. The current available sight distance is less than 500 feet.



Figure 6 - View looking south down Route 39 from the Pleasant Bay Road eastbound



Another obstruction noted was a tree on the north side of the westbound Pleasant Bay Road approach partially blocking the view of the LED stop sign as shown in Figure 8. This obstruction partially obscures the LED stop sign when drivers are more than 300 feet from the intersection. From 300 feet in, the LED stop sign is fully visible. The advanced stop signage is visible from well beyond 500 feet of the intersection.

Given that the sign is visible well advanced of the intersection, censuses was that removing this tree would not have a significant safety benefit. Adding a supplemental stop sign on the left sign of the road, as discussed in the next section of the report, would likely have a greater safety benefit.



Figure 8 – Pleasant Bay Road westbound approach showing partially obscured stop sign

Potential Enhancements:

Remove trees and hedges to the south of the intersection that are currently obstructing sight lines



A team member noted a speed limit sign on Route 39, approximately ½ mile north of the intersection, was currently tilted as shown in Figure 10. Their where also questions about the spacing of the sign with other in the area, the condition of the sign, and whether or not it is an appropriate location for the sign. A review of speed limit signs along the corridor, beyond the area of this project, may be warranted.



Figure 10 - Tilted speed limit sign on Route 39

Team members discussed making improvements to the Pleasant Bay approaches to ensure drivers are aware that they will be required to stop at the intersection. Improvements to, that end that have been completed by Town staff to date, include the installation of stop ahead signage and flashing LED stop signs as shown in Figure 11. Additional potential improvements discussed include installing a secondary (left side) stop sign eastbound approach and installing "Stop Ahead" pavement markings on both Pleasant Bay Rd approaches. It was noted that any pavement markings placed in the travel lanes should use an application technique designed to maintain skid resistance, particularly in consideration of motorcyclist and bicyclists.



Figure 11 - Looking east on Pleasant Bay Road, showing LED stop sign



Install "Stop Ahead" pavement marking on both Pleasant Bay Rd approaches

Install cross road ahead sign (W2-1) on Rte 39 northbound and remove the damaged intersection ahead speed limit sign

Add street names tabs to intersection ahead signs

Move edge lines in and narrow painted median

Install transverse speed reduction markings

Safety Issue #3. Speed

The distance required for a driver traveling 30 mph (advisory speed limit) to identify a potential conflict and safety stop is approximately 200 feet. This distance increases to 360 feet if the vehicle is traveling at 45 mph (posted speed limit).

Observations

Team members noted that speeds of vehicles on Route 39 pose a hazard at this location. Based on the crash reports and observations of local team members, high vehicle speeds increase the frequency and severity of crashes at this intersection. It was noted that the momentum involved in many of these crashes pushed the impacted vehicle across the intersection and into a third vehicle.

Efforts to reduce speed were discussed to help avoid crashes and, in the event they occur, reduce their severity. As a first step, team members suggested measurements of existing speeds on Route 39 be made. Depending on these measurements, the appropriateness of the posted speed limit could be evaluated. Based on the trends of the speed measurements, the police department could consider speed enforcement targeted to the worst times of the day.

Beyond speed limit review and enforcement activities, team members discussed potential physical changes to the roadway to affect vehicle speeds. One potential improvement discussed was installing radar-based "Your Speed Is" signs on Route 39. As a more long-term consideration, there was discussion of converting the painted median to a mountable, raised median. Full access would need to be maintained for all vehicles.

Potential Enhancements

Review posted speed limit and update as appropriate

Continue assessment and focus periodic enforcement

Install "Your Speed Is" signs on Rte 39

Replace painted median with mountable, raised median (maintain full access)



While the pavement in the vicinity of the intersection was observed to be generally serviceable, a milling and repaving of Route 39 will be required in the future.

Potential Enhancements

Clean/repair catch basin as necessary

Repair/reinforce corner

Mill and repave full width of Route 39

Safety Issue #5. Intersection Control

Conversion of a two-way stop controlled intersection to a roundabout has been shown to reduce injury and fatal crashes by 82% (Federal Highway Administration, National Cooperative Highway Research Program Report 672).

Observations

Given the crash history of location conversion of this two-way stop-controlled intersection to a higher level of traffic control was discussed. It was noted that courtesy is often extended to side street vehicles by drivers on Route 39, at times, resulting in confusion about who has the right of way.

Conversion to a four-way stop-controlled was discussed but eliminated from consideration given the traffic volumes present at this location. Conversion to a roundabout or a traffic signal was discussed as possible alternatives. While a roundabout was seen as more in character with the area than a traffic signal, it was acknowledged that significant public outreach would be required before considering either of these alternatives.

There was also discussion of installing a flashing beacon over the intersection. The beacon would not change the level of control at the intersection, but would rather reinforce the existing control. The Route 39 approaches would see a flashing yellow indication while the Pleasant Bay Road approaches would see a flashing red indication. It was acknowledged that these installations typically have a relatively low safety payoff and can be seen as a nuisance by neighbors. Furthermore, the tree canopy, particularly on the Pleasant Bay Road approaches, would likely restrict drivers' ability to see the beacon. Significant tree trimming and or removal would be required for any safety benefit to be realized from this potential enhancement.

Potential Enhancements

Install flashing beacon

Install roundabout

Install traffic signal



Summary of Road Safety Audit

The summary list of the Road Safety Audit observations and enhancements is provided in Table 1 to assist in the design and/or implementation of potential improvements elicited during the process. It is also recommended that any design process for more involved geometric changes include further analysis and public input.

Safety payoff estimates are subjective judgement of the potential effectiveness of the potential enhancement. Where available, documented crash reduction factors where used to develop these safety payoff estimates.

The time frame is categorized as short-term (<1 year), medium-term (1 to 3 years), or long-term (>3 years). The costs are categorized as low (<\$10,000), medium (\$10,001 to \$50,000), or high (>\$50,000).

Table 1 - Potential Safety Enhancement Summary

Safety Issue	Potential Safety Enhancement	Safety Payoff	Time Frame	Cost	Responsible Agency
Obstructions	Remove trees and hedges to the south of the intersection that are currently obstructing sight lines	Medium- High	Short	Low	Town
	Review stop sign and stop line placement	Medium	Short	Low	
	Review speed limit signs placed along the Route 39 corridor	Low	Short	Low	
	Install secondary (left side) stop signs on Pleasant Bay Rd westbound approach	Low	Medium	Low	
Pavement markings &	Install "Stop Ahead" pavement marking on both Pleasant Bay Rd approaches	Low	Medium	Low	Town
signage	Install cross road ahead sign (W2-1) on Rte 39 northbound and remove the damaged intersection ahead speed limit sign	Low	Medium	Low	
	Add street names tabs to intersection ahead signs	Low	Medium	Low	
	Move edge lines in and narrow painted median	Low	Medium	Medium-High	
	Install transverse speed reduction markings	Low	Medium	Low	
	Review posted speed limit and update as appropriate	Low-Medium	Medium	Low	
	Continue assessment and focus periodic enforcement	Low	Medium	Low	
Speed	Install "Your Speed Is" signs on Rte 39	Low	Medium	Medium	Town
	Replace painted median with mountable, raised median (maintain full access)	Medium	Medium	High	
Pavement	Clean/repair catch basin as necessary	Low	Short	Low	
conditions &	Repair/reinforce corner	Low	Short	Low	Town
drainage	Mill and repave full width of Rte 39	Low	Long	High	***************************************
_	Install flashing beacon	Low	Medium	Medium-High	
Intersection control	Install roundabout	High	Long	High	Town
COHUOI	Install signal	High	Long	High	
Multi-modal accommodation	Consider improved bicycle/pedestrian accommodation if any geometry change are considered	Medium	Long	High	Town



Appendix A Road Safety Audit Meeting Agenda



Appendix B Road Safety Audit Team Contact List



Appendix C Collision Diagram & Crash Report Summary

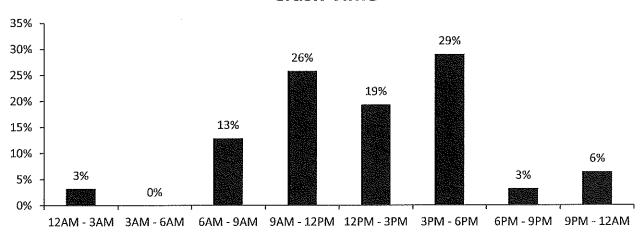
Crash Data Summary Route 39 (Orleans Road) at Pleasant Bay Road, Harwich

Source: Town of Harwich Police Department Crash Records and Massachusetts Department of Transportation Registry of Motor Vehicles Online Crash Database; http://services.massdot.state.ma.us/crashportal/

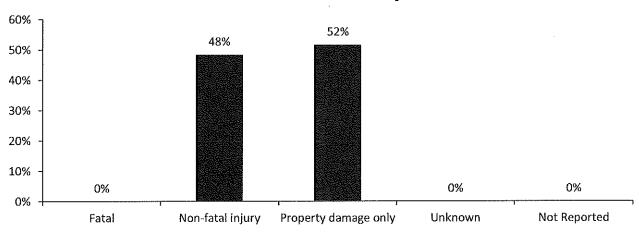
#	Crash Date	Crash Time	Crash Severity	# Vehicle	# Injured	Manner of Collision	Ambient Light	Weather Condition	Road Surface	Driver Contributing Codes	Notes
1	1/11/2013	10:04 PM	Non-fatal injury	2	1		Dark - lighted roadway	Rain	Wet	D1:{Distracted} D2:{No improper driving}	D1 unfamilar with area, distracted by GPS, did not stop at stop sign
2	1/24/2013	9:48 AM	Non-fatal injury	2	1	Angle	Daylight	Cloudy	Drγ	D1:(No improper driving) D2:(Failed to yield right of way)	D2 stopped then proceeded without appropropriate gap in traffic
3	1/29/2013	7:38 AM	Property damage only (none injured)	1	0	Single vehicle crash	Daylight	Cloudy	Slush	D1:(No improper driving)	Lost control due to slippery road conditions
4	5/23/2013	7:04 PM	Property damage only (none injured)	2	0	Angle	Daylight	Rain	Wet	D1:(Failed to yield right of way) D2:(No improper driving)	D1 stopped then proceeded without appropropriate gap in traffic
5	6/5/2013	5:48 PM	Property damage only (none injured)	2	0	Angle	Daylight	Clear	Dry	D1:(Inattention) D2:(No improper driving)	D1 stopped then proceeded without appropropriate gap in traffic assuming it was a 4-way stop
6	6/24/2013	1:40 PM	Property damage only (none înjured)	2	0	Angle	Daylight	Clear	Dry	D1:(Failed to yield right of way) D2:(No improper driving)	D1 stopped then proceeded without appropriate gap in traffic
7	6/27/2013	4:02 PM	Non-fatal injury	3	2	Angle	Daylight	Cloudy	Dry	D1:(Failed to yield right of way) D2:(No improper driving) D3:(No improper driving)	D2 stopped then proceeded without appropropriate gap in traffic; third vehicle opposite of intersection struck.
8	6/28/2013	4:35 PM	Property damage only (none injured)	2	0	Angle	Daylight	Cloudy	Wet	D1:(Failed to yield right of way) D2:(No improper driving)	D1 stated not seeing opposing vehicle
9	7/22/2013	3:13 PM	Non-fatal injury	2	1	Angle	Daylight	Cloudy	Dry	D1:(Failed to yield right of way) D2:(No improper driving)	D1 stated not seeing opposing vehicle
10	8/6/2013	4:18 PM	Property damage only (none injured)	2	a	Angle	Daylight	Clear	Dry	D1:() D2:(Failed to yield right of way)	D1 stopped then proceeded without appropriate gap in traffic assuming it was a 4-way stop
11	10/12/2013	3:31 PM	Property damage only (none injured)	3	0	Angle	Daylight	Clear	11177	D1:{Failed to yield right of way} D2:{No improper driving} D3:{No improper driving}	DI stopped then proceeded without appropripate gap in traffic; third vehicle opposite of intersection struck.
12	10/22/2013	2:15 PM	Property damage only (none injured)	2	0	Angle	Daylight	Clear	Dry	D1:(Inattention),(Failed to yield right of way) D2:(No improper driving)	D1 stopped then proceeded without appropriate gap in traffic
13	10/27/2013	8:51 AM	Property damage only (none injured)	2	0	Angle	Daylight	Clear		D1:(Disregarded traffic signs, signals, road markings) D2:(No improper driving)	Witness stated D1 did not stop at stop sign
14	1/3/2014	8:43 AM	Non-fatal injury	1	1	Single vehicle crash	Daylight	Snow/Blowi ng sand, snow	Snow	D1:(Driving too fast for conditions)	Tractor trailer unit lost control due to snowy conditions
15	3/20/2014	10:06 AM	Non-fatal injury	2	1	Angle	Daylight	Cloudy	Wet	D1:(Inattention),(Failed to yield right of way) D2:(No improper driving)	D1 stopped then proceeded without appropropriate gap in traffic assuming it was a 4-way stop
16	4/4/2014	11:59 AM	Non-fatal injury	2	1	Angle	Daylight	Clear	Dry	D1:(Failed to yield right of way) D2:(No improper driving)	D1 stopped then proceeded without appropropriate gap in traffic
17	7/2/2014	12:52 PM	Property damage only (none injured)	2	٥	Angle	Daylight	Clear	Dry	D1:(Failed to yield right of way) D2:(No improper driving)	D1 stopped then proceeded without appropriate gap in traffic noting they did not see the other vehicle
18	8/9/2014	4:58 PM	Property damage only (none injured)	2	٥	Angle	Daylight	Clear	Dry	D1:(Failed to yield right of way) D2:(No improper driving)	D1 stopped then proceeded without appropropriate gap in traffic
19	8/19/2014	8:49 AM	Non-fatal injury	2	2	Angle	Daylight	Clear	Dry	D1:(Other improper action),(Failed to yield right of way) D2:(No improper driving)	D1 failed to stop at stop sign
20	8/23/2014	12:10 PM	Non-fatal injury	2	4	Angle	Daylight	Clear	Dry	D1:(Disregarded traffic signs, signals, road markings),(Inattention) D2:(No Improper driving)	D1 failed to stop at stop sign
21	2/18/2015	11:07 AM	Property damage only (none injured)	2	0	Angle	Daylight	Cloudy	Dry	D1:(Failed to yield right of way),(Distracted) D2:(No improper driving)	D1 stopped then proceeded without appropriate gap in traffic noting they did not see the other vehicle
22	2/21/2015	11:45 PM	Property damage only (none injured)	2	0	Rear-end	Dark - unknown roadway lighting	Rain	Wet	D1:{Operating vehicle in erratic, reckless, careless, negligent or aggressive manner),(Failure to keep in proper lane or running off road} D2:{No improper driving}	D2 passed vehicle 2 then slowed casusing the rear-end collision
23	3/12/2015	1:35 PM	Non-fatal injury	3	1	Angle	Daylight	Clear	Dry	D1:(No improper driving) D2:(Failed to yield right of way) D3:(No improper driving)	D1 stopped then proceeded without appropropriate gap in traffic noting they did not see the other vehicle; third vehicle opposite of intersection struck
24	3/18/2015		Non-fatal injury	1	1	Single vehicle crash	Dark - lighted roadway	Clear	Dry	D1:(Other improper action),(Exceeded authorized speed limit)	Run off the road crash; struck fence and tree
25	3/24/2015	4:14 PM	Property damage only (none injured)	3	0	Angle	Daylight	Clear	Dry	driving)	D1 stopped then proceeded without appropropriate gap in traffic; third vehicle opposite of intersection struck
26	5/10/2015	5:42 PM	Non-fatal injury	3	2	Angle	Daylight	Clear	Dry	D1:(Failed to yield right of way) D2:(No improper driving) D3:(No improper driving)	D1 stopped then proceeded without appropropriate gap in traffic; third vehicle opposite of intersection struck
27	6/26/2015	10:55 AM	Property damage only (none injured)	2	0	Angle .	Daylight	Cloudy	Dry	D1:(Failed to yield right of way) D2:(No improper driving)	D1 stopped then proceeded without appropriate gap in traffice
28	7/3/2015	9:42 AM	Non-fatal injury	2	1	Angle	Daylight	Clear	Dry	D1:(Failed to yield right of way) D2:(No improper driving)	D1 mistakenly thought D2 was taking a left affording a gap in traffic; pedestrian on corner struck as colliding vehicles left the roadway
29	8/11/2015	2:18 PM	Non-fatal injury	2	2	Rear-end	Daylight	Rain	Wet	D1:(Failed to yield right of way) D2:(Followed too closely)	D2 stopped on Rte 39 for a vehicle turning onto Pleasant Bay and was struck from behind
30	9/6/2015	11:54 AM	Non-fatal injury	2	1	Angle	Daylight	Clear	Dry	D1:(Inattention) D2:(No improper driving)	D1 stopped then proceeded without appropropriate gap in traffic noting they did not see the other vehicle
31	9/17/2015	10:03 AM	Property damage only (none injured)	3	0	Angle	Daylight	Clear	Dry	D1:(Failed to yield right of way) D2:(No improper driving) D3:(No improper driving)	D1 stopped then proceeded without appropropriate gap in traffic noting they dld not see the other vehicle
Total			1	65	22	<u> </u>	<u> </u>	<u> </u>	<u> </u>		

Route 39 (Orleans Road) at Pleasant Bay Road 2013-2015 Crash Analysis

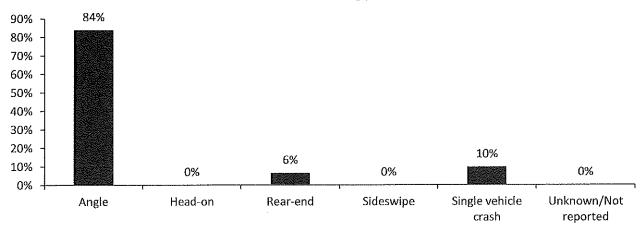
Crash Time



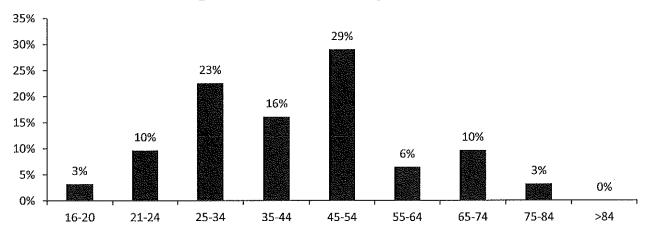
Collison Severity



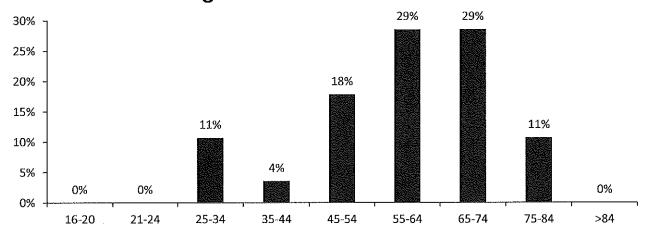
Collison Type



Age of Driver - Youngest Know



Age of Driver - Oldest Known



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Rt 39 @ Pleasant Bay Rd

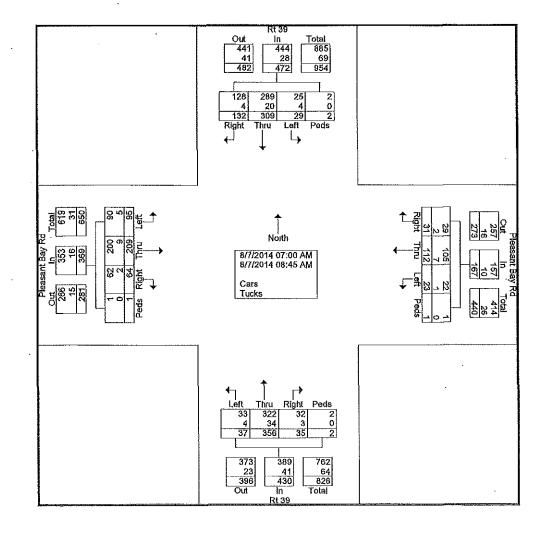
Town: Harwich Counted by:SMT Counters: 6 File Name: 2512_08072014

Site Code : 00232323 Start Date : 8/7/2014

Page No : 1

Groups Printed- Cars - Tucks

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			Rt 39)		Pleasant Bay Rd Rt 39															
		F	rom No	orth				rom Ea				Fr	om So	uth			Fi	rom W	est		
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	4	28	9	0	41	6	8	1	0	15	5	35	3	0	43	17	20	2	0	39	138
07:15 AM	0	28	10	0	38	1	11	2	0	14	4	40	2	0	46	5	22	3	0	30	128
07:30 AM	5	24	22	0	51	0	11	5	0	16	3	61	5	1	70	9	22	9	0	40	177
07:45 AM	3	47	19	0	69	2	12	5	0	19	3	34	5	0	42	11	27	13	0	51	181
Total	12	127	60	0	199	9	42	13	0	64	15	170	15	1	201	42	91	27	0	160	624
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MA 00:80	4	52	16	0	72	3	18	8	1	30	4	41	7	1	53	8	26	8	1	43	198
08:15 AM	5	43	14	1	63	2	14	2	0	18	6	33	2	0	41	18	27	10	0	55	177
08:30 AM	5	42	23	0	70	5	15	3	0	23	7	60	5	0	72	15	32	7	0	54	219
08:45 AM	3	45	19	1	68	4	23	5	0	32	5	52	6	0	63	12	33	12	0	57	220 0
→→> Total	17	182	72	2	273	14	70	18	1	103	22	186	20	1	229	53	118	37	1	209	814
					•										•	-					~
Grand Total	29	309	132	2	472	23	112	31	1	167	37	356	35	2	430	95	209	64	1	369	1438
Apprch %	6.1	65.5	28	0.4		13.8	67.1	18.6	0.6		8.6	82.8	8.1	0.5		25.7	56.6	17.3	0.3		
Total %	2	21.5	9.2	0,1	32,8	1.6	7.8	2.2	0.1	11.6	2.6	24.8	2.4	0.1	29.9	6.6	14.5	4.5	0.1	25.7	
Cars	25	289	128	2	444	22	105	29	1	157	33	322	32	2	389	90	200	62	1	353	1343
% Cars	86,2	93.5	97	100	94.1	95.7	93.8	93.5	100	94	89.2	90.4	91.4	100	90.5	94.7	95.7	96.9	100	95.7	93.4
Tucks	4	20	4	0	28	1	7	2	0	10	4	34	3	0	41	5	9	2	0	16	95
% Tucks	13.8	6.5	3	. 0	5.9	4.3	6.2	6.5	0	6	10.8	9.6	8.6	0	9.5	5.3	4.3	3.1	0	4.3	6.6



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Rt 39 @ Pleasant Bay Rd

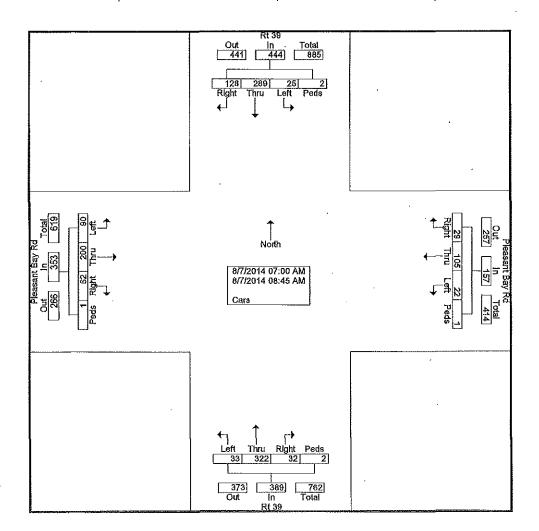
Town: Harwich Counted by:SMT Counters: 6 File Name: 2512_08072014

Site Code : 00232323 Start Date : 8/7/2014

Page No :1

Groups Printed- Cars

			Rt 39	-			Plea	sant B	ay Rd	.,			Rt 39)							
		F	rom No	orth			F	rom Ea	ast			Fi	rom Sc	outh							
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Tolal	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App, Total	Int. Total
07:00 AM	4	26	9	0	39	6	8	1	0	15	5	32	3	0	40	16	20	2	0	38	132
07:15 AM	0	27	9	0	36	1	9	2	0	12	4	36	2	0	42	5	19	3	0	27	117
07:30 AM	5	22	22	0	49	O	11	5	0	16	3	55	4	1	63	9	21	9	0	39	167
07:45 AM	2	46	16	0	64	2	11	3	0	16	3	28	5	0	36	11	26	13	0	50	166
Total	11	121	56	0	188	9	39	11	0	59	15	151	14	1	181	41	86	27	0	154	582
					· ·																
08:00 AM	3	47	16	0	66	3	17	8	1	29	3	37	6	1	47	7	26	8	1	42	184
08:15 AM	4	40	14	1	59	2	14	2	0	18	6	31	2	0	39	17	25	9	0	51	167
08:30 AM	5	41	23	0	69	4	14	3	0	21	5	57	4	0	66	13	30	6	0	49	205
08:45 AM	2	40	19	1	62	4	21	5	0	30	4	46	6	0	56	12	33	12	0	57	205
Total	14	168	72	2	256	13	66	18	1	98	18	171	18	1	208	49	114	35	1	199	761
'															•						
Grand Total	25	289	128	2	444	22	105	29	1	157	33	322	32	2	389	90	200	62	1	353	1343
Apprch %	5.6	65.1	28.8	0.5		14	66.9	18.5	0.6		8.5	82.8	8.2	0.5		25.5	56.7	17.6	0.3		
Total %	1.9	21.5	9.5	0.1	33.1	1,6	7.8	2.2	0.1	11.7	2.5	24	2,4	0.1	29	6.7	14.9	4.6	0.1	26.3	



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Rt 39 @ Pleasant Bay Rd

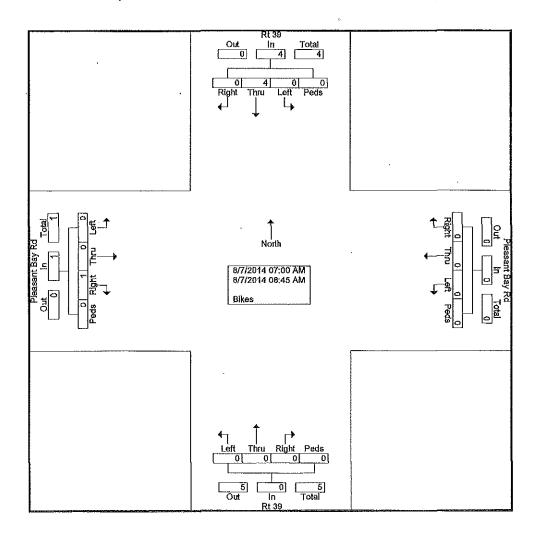
Town: Harwich Counted by:SMT Counters: 6 File Name: 2512_08072014

Site Code : 00232323 Start Date : 8/7/2014

Page No : 1

Groups Printed-Bikes

			Rt 39				Plea	sant B					Rt 39)		_					
		Fr	rom No	rth			F	rom Ea	ast			Fı	om So	uth							
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Yolał	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
*** BREAK **																					
07;30 AM	0	0	0	0	0	٥	Q	0	0	0	0	0	0	0	0	0	0	1	0	1	1
07:45 AM	0	3	0	0	3	. 0	Q	0	0	0	0	. 0	0	0	0	0	0	0	0	0	3
Total	0	3	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	4
*** BREAK ***					. 1				_	- 1				_	. 1			_		ا م	
08:30 AM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0]	0	0	0	0	0	1
*** BREAK **	*													<u>-</u>							,
Total	0	1	0	0	1	0	0	0	0	0	0	0	0	. 0	0	0	0	0	0	0	1
Grand Total Apprch %	0	4 100	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	1 100	0	1	5
Total %	Ö	80	ō	ŏ	80	ŏ	Ő	Ō	Õ	0	ō	ō	ō	ŏ	0	0	0	20	Ō	20	



Cape Cod Commission 3225 Main Street

Barnstable, Massachusetts 02630

<www.capecodcommission.org>

Location:Rt 39 & Pleasant Bay Rd

Town: Harwich

Counted by: Jake Wright

Counters: 5

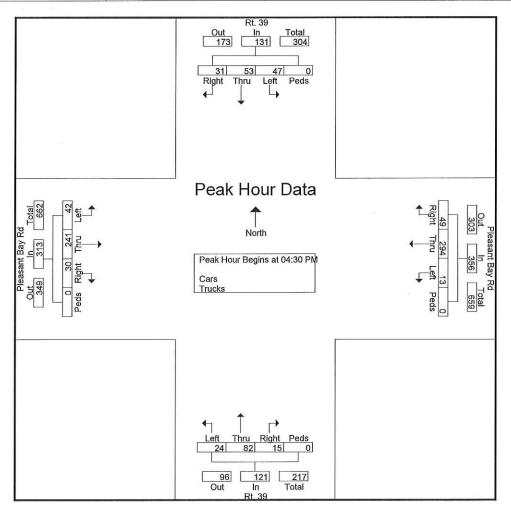
File Name: 2512_08122014

Site Code : 2512

Start Date : 8/12/2014

Page No : 2

			Rt. 39)			Plea	sant B	ay Rd				Rt. 39)								
		F	rom No	orth			From East					From South					From West					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total	
Peak Hour Ar	nalysis	From	04:00 F	PM to C	5:15 PM	1 - Pea	k 1 of	1														
Peak Hour fo	r Entire	Inters	ection	Begins	at 04:3	M9 C									72							
04:30 PM	8	8	10	0	26	3	58	14	0	75	6	29	2	0	37	7	63	5	0	75	213	
04:45 PM	6	10	4	0	20	3	78	9	0	90	2	15	4	0	21	8	61	5	0	74	205	
05:00 PM	17	15	12	0	44	4	91	15	0	110	7	17	5	0	29	17	62	9	0	88	271	
05:15 PM	16	20	5	0	41	3	67	11	0	81	9	21	4	0	34	10	55	11	0	76	232	
Total Volume	47	53	31	0	131	13	294	49	0	356	24	82	15	0	121	42	241	30	0	313	921	
% App. Total	35.9	40.5	23.7	0	17341 40	3.7	82.6	13.8	0		19.8	67.8	12.4	0		13.4	77	9.6	0			
PHF	.691	.663	.646	.000	.744	.813	.808	.817	.000	.809	.667	.707	.750	.000	.818	.618	.956	.682	.000	.889	.850	



Cape Cod Commission

3225 Main Street

Barnstable, Massachusetts 02630

<www.capecodcommission.org>

Location:Rt 39 & Pleasant Bay Rd

Rt. 39

From North

Left Thru Right Peds App. Total

Left

Town: Harwich

Counted by: Jake Wright

Counters: 5

Start Time

04:00 PM

File Name: 2512 08122014

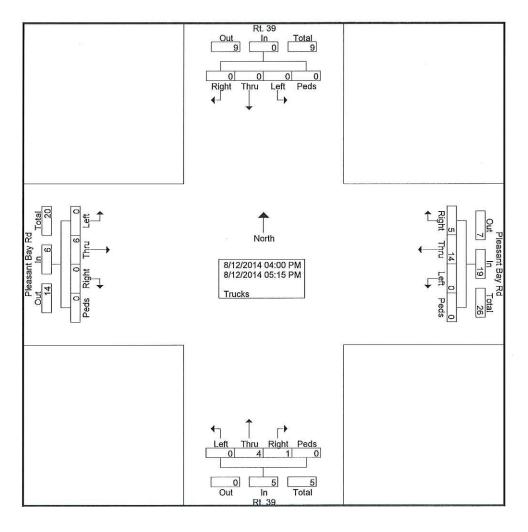
Site Code: 2512

Start Date : 8/12/2014

Page No : 1

Groups Printed-Trucks Pleasant Bay Rd Rt. 39 Pleasant Bay Rd From South From West From East Thru Right Peds App. Total Left Thru Right Peds App. Total Left Thru Right Peds Int. Total App. Total

04:15 PM 04:30 PM 04:45 PM Total 05:00 PM 05:15 PM **Grand Total** Apprch % 73.7 26.3 63.3 16.7 46.7 13.3 Total % 16.7 3.3





Appendix E

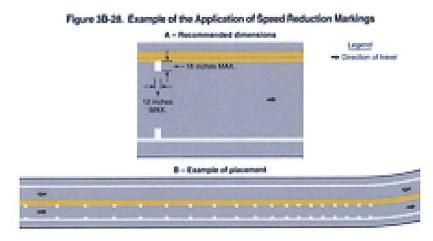
Harwich Board of Selectmen Traffic Rule – Speed Reduction Markings

Section 3B.22 Speed Reduction Markings

Support:

01 Speed reduction markings (see <u>Figure 3B-28</u>) are transverse markings that are placed on the roadway within a lane (along both edges of the lane) in a pattern of progressively reduced spacing to give drivers the impression that their speed is increasing. These markings might be placed in advance of an unexpectedly severe horizontal or vertical curve or other roadway feature where drivers need to decelerate prior to reaching the feature and where the desired reduction in speeds has not been achieved by the installation of warning signs and/or other traffic control devices.

Figure 3B-28 Example of the Application of Speed Reduction Markings



Guidance:

02 If used, speed reduction markings should be reserved for unexpected curves and should not be used on long tangent sections of roadway or in areas frequented mainly by local or familiar drivers, (e.g., school zones). If used, speed reduction markings should supplement the appropriate warning signs and other traffic control devices and should not substitute for these devices.

Standard:

03 If used, speed reduction markings shall be a series of white transverse lines on both sides of the lane that are perpendicular to the center line, edge line, or lane line. The longitudinal spacing between the markings shall be progressively reduced from the upstream to the downstream end of the marked portion of the lane.

Guidance:

04 Speed reduction markings should not be greater than 12 inches in width, and should not extend more than 18 inches into the lane.

Standard:

05 Speed reduction markings shall not be used in lanes that do not have a longitudinal line (center line, edge line, or lane line) on both sides of the lane.

David Riquinha Town of Harwich Building Commissioner 732 Main Street Harwich, MA 02645

Town of Harwich Town Administrators Office 732 Main Street Harwich, MA 02645



Dear Chris and Charleen,

It was nearly two years ago when I came to work for the Town of Harwich. My time here has been interesting and I have made friendships that I truly believe will be forever lasting. People of this town have always been welcoming and understanding throughout my time here and that is why it's sad for me to say that I will be leaving employment with the Town of Harwich effective August 31, 2016. I have accepted a position with another town and I am looking forward to making a move closer to home where I can be closer to my family. Thank you both for everything that you've done to make my job as easy as possible and I thank the Board of Selectmen for being so supportive in my attempt to rebuild the Building Department. I will help with the interviewing process and anything else that I can to make the transition as painless as possible.

Sincerely,

David Riquinha



Phone (508) 430-7513 Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA

TOWN OF THE TOWN O

Christopher Clark, Town Administrator
Charleen Greenhalgh, Assistant Town Administrator

August 17, 2016

Mr. Scott Carpenter, Superintendent Monomoy Regional School District 425 Crowell Road Chatham, MA 02633

Good Afternoon Scott,

I did take the opportunity to review our previous practices with Jamie Goodwin, Cable Station Manager, regarding this matter. Pursuant to our franchise agreement it is my understanding that it calls for three channels to service public, educational and governmental interests in the community. Our Channel 18 is designed for government meetings and currently we televise Board of Selectmen, Wastewater Implementation Committee, Planning, Historic and Conservation as well as other community events.

Channel 22 is dedicated to education purposes and obviously based upon your email, is getting quite a few showings of school committee meetings. I think the typical viewer would be looking for education programming on the education channel. Prior to Channel 22 becoming more active, our Cable Station Manager would, as a courtesy, air the Monomoy Regional School District meetings on Channel 18. The public element of the franchise falls under Channel 99.

We have placed bulletins on our Channel 18 to direct viewers that are looking for Monomoy Regional School District meetings to Channel 22. Hopefully this provides some guidance as to how we operate, we will keep the bulletins on Channel 18 regarding the move of education programs to Channel 22 until the end of the year.

Sincerely,

Christopher Clark Town Administrator