

SELECTMEN'S MEETING AGENDA*

Griffin Room, Town Hall

Regular Meeting 6:30 P.M.

Tuesday, January 17, 2017

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **WEEKLY BRIEFING**
- IV. **PUBLIC COMMENT/ANNOUNCEMENTS**

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

- VI. **PUBLIC HEARINGS/PRESENTATIONS** *(Not earlier than 6:30 P.M.)*
 - A. Station 2 Committee presentation on conceptual plans and estimated costs

- VII. **OLD BUSINESS**
 - A. West Harwich School update

- VIII. **NEW BUSINESS**
 - A. Saquatucket water-side project update/discussion
 - B. CDM Smith Phase II Contract - discussion
 - C. Petition Article procedure
 - D. Action Item Register

- IX. **TOWN ADMINISTRATOR'S REPORT**
 - A. Middle School Building Use – final version with recommended changes
 - B. Cape & Vineyard Electric Co-op Service Contract
 - C. Snow and Ice Deficit

- X. **SELECTMEN'S REPORT**
- XI. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Sandra Robinson, Admin. Secretary

Date: _____
January 12, 2017

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, DECEMBER 12, 2016
6:30 P.M.**

SELECTMEN PRESENT: Hughes, Kavanagh, LaMantia, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, Chief Guillemette, Peg Rose, Bruce Nightingale, Joe McParland, Jeremy Gingras, Matt Hart, Richard Waystack, Jack Brown, Larry Ballantine, Ed McManus, Mark Ameres, John Chorey, Dana DeCosta, Rich Larios, and others.

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

PUBLIC COMMENT/ANNOUNCEMENTS

Peg Rose announced that the Voter Information Committee has set the date for the Volunteer Committee Fair for January 28th from 10:00 a.m. to 12:00 noon and asked for help getting the word out to the committee chairs.

CONSENT AGENDA

- A. Approve the 2017 Annual Liquor License Renewals
- B. Approve the 2017 Annual General License Renewals for Auto Licenses, Common Victuallers without Entertainment, Inns/Lodging Houses
- C. Authorize Chair to sign letter to Representative Peake and Senator-Elect Cyr regarding petition for increase of senior exemption Special Legislation approved at May 2016 Town Meeting
- D. Approve application for Road Race for Cape Cod Athletic Club for January 15, 2017
- E. Approve application for Road Race for Cape Cod Getaway MS Bike Ride for June 25, 2017
- F. Approve application for Road Race for Ragnar Cape Cod for May 12 & 13, 2017
- G. Approve the appointment of Al Donoghue as an alternate member of the ZBA as recommended
- H. Approve the appointment of Joan McCarty as a full member of the Historic District/Historical Commission as recommended
- I. Approve Amendment to the Contract for Whitehouse Field fencing to move the completion date from December to April 1, 2017

Ms. Kavanagh moved approval of the Consent Agenda Items A through G and Item I. Mr. Hughes seconded the motion and the motion carried by a unanimous vote. Chairman MacAskill noted that Item H is being held as they are not sure if the two alternates were offered the position.

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

- A. Annual Meetings with the Board of Selectmen

1. Saquatucket Development Committee

Mr. Hart delivered the annual report of the Saquatucket Development Committee.

2. Waterways Committee

Mr. Hart delivered the annual report of the Waterways Committee.

B. Public Hearing – Adoption of Noise By-Law Standard for Entertainment Licenses and Adoption of Uniform Hours of Entertainment – *continued from 11/14/16 & 12/5/16*

Mr. Clark outlined his revised memo of recommendation dated December 1, 2016 regarding “Conditions for Entertainment Licenses – Recommendations based on Public Hearing Comments (Along Route 28 Harwich Port Corridor)”:

Currently all Entertainment Licenses issued by the Board indicate that noise levels are not to exceed the licensed premises. I recommend that the Board vote to remove this language from the licenses therefore changing the standard that music within a dwelling should be contained within the building. Any music, inside or outside, should adopt the standard used in the Noise By-Law. We have had two meetings and a lot of discussion, hopefully this captures where we are in the process.

I recommend the following standard be included on Entertainment Licenses along Route 28 by Harwich Port and also selling liquor:

A. Inside Entertainment – Every day until 11:00 p.m. or until liquor closing whichever is later. Start times per request of applicant. No entertainment at the licensed premises may be conducted in a manner such that the noise from the entertainment is creating a nuisance and can be heard outside the boundaries of the premises.

B. Outside Entertainment – Every day until 10:00 p.m. Start times per request of applicant. The standard would be reasonable sound levels and which is plainly audible at a distance of 150 feet from boundary line or source of sound amplification system whichever is further, along with consider expanding above to all establishments’ entertainment.

Also amend the Liquor License Regulations Section 1.09 Subsection e to delete and replace with above but to be held at a duly noticed public hearing for all.

The Board of Selectmen may want to consider this change for this year as a trial before expansion. I would recommend that if consensus cannot be reached that all licenses be re-issued under the same terms and conditions as last year.

After discussion it was agreed to add the word “not” before “plainly audible” in the recommendation. Chief Guillemette disagreed with allowing entertainment right up until closing time as they need to allow for a “cooling down period.” He said he preferred a midnight closing

time. Taylor Powell of Perks asked to extend outside hours for Friday and Saturday only. Mr. Powell expressed concern over how enforcement would be done as the language “reasonable sound levels” is subjective. Chief Guillemette stated that allowing entertainment to 11:00 p.m. on Friday and Saturday does not address the concerns of those who spoke at the hearing who are inside the 150 foot zone and he thinks 10:00 p.m. is reasonable. In response to Mr. Powell’s concerns, Chief Guillemette stated that when officers respond they would make a judgement on the 150 foot distance and if the noise is plainly audible they tell the business it’s too loud. He added that as enforcement, officers can issue tickets of \$150 for first offense, or bring the issue to the chain of command to bring before the Board which usually means that they have had several violations.

Mr. Hughes moved to close the hearing. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

Mr. Hughes moved to adopt the following standard regarding entertainment licenses on Route 28 in Harwich Port: that would be inside entertainment every day until 11:00 p.m. or until 60 minutes prior to liquor closing whichever is later, start time is per request of the applicant, all entertainment at the licensed premises may be conducted in a manner such that the noise from the entertainment is creating a nuisance that can be heard outside the boundaries of the premises; B. on outside entertainment - every day until 10:00 p.m., start time is per request of the applicant, the standard would be reasonable sound levels which are not plainly audible at a distance of 150 feet from the boundary line or source of sound amplification system whichever is further. Mr. LaMantia seconded the motion. Ms. Greenhalgh asked for clarification as Mr. Hughes did not say “and also selling liquor.” Mr. Hughes included it in his motion. Mr. LaMantia commented that he thinks we are going to run into a lot of difficulty with outside entertainment and the Board needs to understand that we need to test it. Ms. Kavanagh commented that we have to be cognizant of the zoning of these businesses as well. The motion carried by a unanimous vote.

C. Town Administrator submits 7-Year Capital Plan to joint meeting of Board of Selectmen and Finance Committee

Mr. Clark reviewed the various items on the Capital Plan by department for FY18 noting that the Town Administrator and Capital Outlay Committee were 100% in sync. The Board and Finance Committee discussed the plan as well as the impact to the overall budget and taxpayer. No action was taken.

D. Presentation by Hilltop Security on Financing of Capital Budget

Mr. Peter Fraser, Managing Director of First Southwest, a division of Hilltop Securities, and Vice-President Kristy Tofuri discussed their background and services which include acting as financial advisor to thousands of municipalities nationwide including about 180 Massachusetts municipalities and helping communities structure their debt. He and Ms. Tofuri presented summary charts of the plan they developed for Harwich (attached) and took questions and comments from the Board.

OLD BUSINESS

A. Historic District/Historical Commission membership – potential Charter amendment

Mr. Clark read from the statute that “the Commission shall consist of not less than 3 nor more than 7 members” and “Alternate members may be appointed in like manner as provided for in this section not exceeding in number the principal members.” After discussion the consensus of the Board was that the Commission should consist of 5 members and 3 alternates. No vote was taken.

TOWN ADMINISTRATOR’S REPORT

A. Interim Finance Director position update

Mr. Clark reported that he has met with two candidates. He suggested getting someone in for 90 days and use a recruitment process similar to what was used for the Police Chief position. He noted that one candidate is retired with 30 years of experience from the Cape community and he would come in 2 days a week. He noted that the other candidate is interested in full-time work for 90 days and would like to be a candidate for the permanent position. He stated that he had asked them both to get back to him by Friday but the latter candidate did not. He added that having someone in full-time who is a candidate for the permanent position may give people the impression that the person has the inside track and will turn potential candidates away. Mr. Hughes questioned if the work can get done in 2 days a week and Mr. Clark responded yes but we would not be getting extra work done. He pointed out that free cash and the tax rate are done and this is really just helping out with the budget. Mr. LaMantia questioned the experience of the second candidate and Mr. Clark responded that they both have done a lot of municipal auditing but not necessarily been a municipal accountant, and he commented that he didn’t think we could go wrong with either candidate. The consensus of the Board was to get the temporary candidate in and start the process. Mr. Clark said he would ask him to meet with the Board.

B. Building Commissioner position update

Mr. Clark reported that Administration had an issue that prevented the Local Inspector from moving up as he took the exam twice and did not pass. He explained that right now we have done an extension for him to serve as Local Inspector as he has to pass a certain number to maintain his viability as a Local Inspector. He noted that they had 5 people that applied and not all of them met the criteria. He stated that they interviewed the candidate whom they thought made the most sense and he will have discussions to see if he is interested in accepting the position.

SELECTMEN’S REPORT

Mr. Hughes said the Board needs to consider the following items in the future:

1. Update Action Item Register to include all Board objectives
2. Selectmen’s Compensation – He noted that he and Mr. LaMantia, as retiring Selectmen, plan to bring something forward and he would like to have a discussion with the Board to see if they would rather have them do it as a petition article or should they do it as a Board.
3. There is a provision where as a Town you can opt out of the marijuana law and it takes a ballot question. Someone at the state is working on the language.
4. In January they should do another tour of the South Harwich Meeting House.

5. They should have Sarah Peake in and it should be done on an annual basis, to let them know how things are going at the State House.

ADJOURNMENT

Mr. Hughes moved to adjourn at 8:59 p.m. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, DECEMBER 19, 2016
6:30 P.M.**

SELECTMEN PRESENT: Brown, Hughes, Kavanagh, LaMantia

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, Chief Guillemette, David Withrow, Sharon Pflieger, and others.

MEETING CALLED TO ORDER at 6:30 p.m. by Vice-Chairman Hughes.

WEEKLY BRIEFING

Chief Guillemette introduced new police officer candidate Daniel Donovan and Vice-Chairman Hughes welcomed him aboard.

CONSENT AGENDA

- A. Minutes:
 - 1. November 28, 2016 – Executive Session
 - 2. December 5, 2016 – Executive Session
- B. Confirm the appointment of Daniel J. Donovan as a full-time regular police officer with the Harwich Police Department per the recommendation of the Town Administrator and Police Chief
- C. Confirm appointment of Megan Holmes as Administrative Assistant in Assessors Office as recommended
- D. Approve the appointment of Mary Maslowski as a full member of the Historic District/Historical Commission from an alternate position
- E. Approve designation of Harwich Records Access Officers per the new Public Records Law
- F. Approve the 2017 Annual General License Renewals for Innholders, Common Victualler and Entertainment
- G. Approve the award of contract for the Articulating Man Lift to Aerial Titans in the amount of \$79,950

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

NEW BUSINESS

- A. Approval of Contract and Appointment of David Withrow as Interim Town Accountant/Finance Director

Mr. Clark introduced Mr. Withrow noting that he has 38 years of experience in Orleans. He stated that Mr. Withrow is well qualified and recommended that the Board appoint him for the temporary period. He outlined the contract for the Board. Ms. Kavanagh moved to approve the contract and appointment

of David Withrow as Interim Town Accountant/Finance Director. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

B. Action Item Register Update

Vice-Chairman Hughes noted that the goals and objectives have been included in the document. He encouraged the Board to study these as a lot of the lead responsibilities are for the Board.

SELECTMEN'S REPORT

A. Committee Vacancy List

Mr. Hughes read the Committee Vacancy List and encouraged those with interest to apply.

Vice-Chairman Hughes stated that the Wastewater Implementation Committee has an interest in using the first floor of the Albro House as an Information Center/Project Office for their materials. He asked Mr. Clark to look at this. Vice-Chairman Hughes further noted that Ms. Pflieger has taken the lead responsibility on the Wastewater Handbook and Mr. Young of CDM Smith has gotten involved as well. He stated that he expected to have a working draft soon.

ADJOURNMENT

Vice-Chairman Hughes adjourned the meeting at 6:45 p.m.

Respectfully submitted,

Ann Steidel
Recording Secretary

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



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



January 10, 2017

Raymond G. Chesley
4 Strawberry Lane
North Reading, MA 01864

Dear Mr. Chesley:

We would like to offer you the position as Building Commissioner for the Town of Harwich. I look forward to your positive contributions to our Town's Building Department.

This conditional offer letter confirms our understanding of your pre-employment terms with the Town.

- Pursuant to the Town Charter the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation. Successful confirmation will be needed to finalize appointment.
- Your continued employment is subject to your obtaining a Massachusetts Building Commissioner certificate within eighteen months of date of employment

Please read the letter and confirm your understanding of the terms of your employment by signing the bottom of this letter and returning a copy to us for your personnel file.

Your position title will be Building Commissioner and your starting date for full-time employment is February 1, 2017, with the understanding that you may work a day or two per week before that date. This position is included in the SEIU Local 888 Union and your employment is subject to the rights and obligations included in the contract which is attached. Your starting salary will be \$75,735 annually (Grade M-4, Step 6). You will be eligible for a step increase one year from your appointment date, after a positive evaluation.

Again, we are delighted that you are joining the Town's professional staff. Please feel free to contact me if you have any questions prior to beginning work.

Sincerely,

Christopher Clark
Town Administrator

Attachment

Raymond G. Chesley

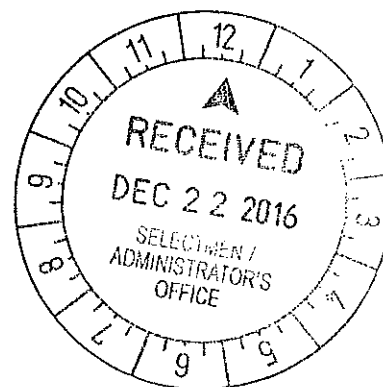
JAN 11, 2017
Date

cc: Board of Selectmen
Town Accountant

Town Treasurer
IT Director

12/19/16

Harwich Board of Selectmen
732 Main Street
Harwich, MA
02645



Please accept my resignation from the Harwich Recreation and Youth Commission,
effective immediately.

Thank you.

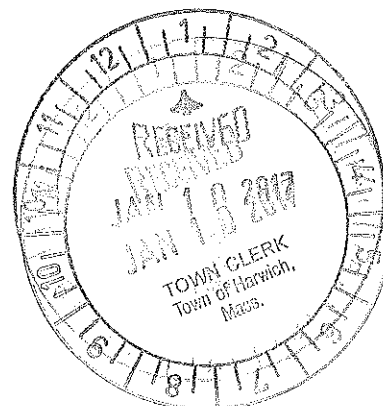
Sincerely,

A handwritten signature in cursive script that reads "David Sadoski".

David Sadoski

12/19/16
12/19/16
12/19/16
12/19/16

12/19/16



Town of Harwich

Town Clerk

Anita Doucett/and to whom ever it may concern

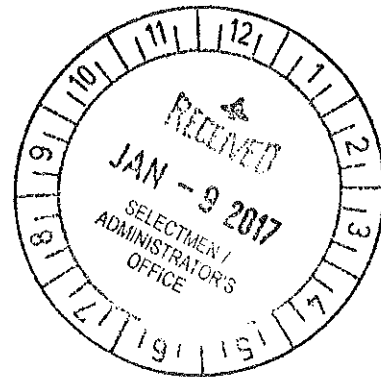
I am sad to say that I must resign from HDHC immediately following the January 18,2017 meeting. I feel I can be more effective as a private citizen as opposed to continuing to serve as a board member and chair. I have spent almost 30 years as a member of HDHC and it is with deepest sorrow to leave however now appears to be a good time to do so. We have an active and committed board now, it is time for a new member to step up to the plate.

I would love to be available as an advisor any time my services may be requested. I will now be free to work on behalf of the town of Harwich in every capacity without concerns of conflict of interest.

Thank you.

Sincerely,

Gregory Y Winston



Fire Station #2 Rehab and Renovation Committee

Board of Selectmen January 17, 2017





Fire Station #2

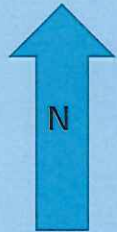
Rehab and Renovation Committee

• COMMITTEE MEMBERS

- Craig Chadwick, Chairman
- John Clarke
- Sean Libby
- Joseph McParland
- Joseph Rego
- Scott Tyldesley
- Richard Waystack, Vice Chairman

AD HOC MEMBERS

Robert Caffarelli
Norman Clarke
Charleen Greenhalgh
David LeBlanc
Paul Sweetser



Intersection of Rt. 137 & Rt. 39

Overview

- The “current state” of STA #2 no longer meets the needs of the Fire Department and Community in a safe and effective manner and needs to be upgraded to meet current operational and future needs.
- At a minimum, the following requirements are essential to a successful project:
 - Building Code and Safety Compliance
 - Fire Station Best Practices for “Usability”
 - Energy Efficient and Environmentally Friendly
 - Financially Feasible (reuse/repurpose where and when makes sense)
 - Maintain Highest Level of Service to the Community

Background

- Building constructed in 1976 (40 years old)
- Some modifications/upgrades made in 1995, as well as maintenance over the years
- Staffing and Apparatus have increased over the last 40 years to support call volumes



**Lack of
private alert
rooms for
mixed gender
staff**

Not enough room to house apparatus assigned to STA#2 including new ambulance



Paramedic utility truck stored outside causing delays in response during inclement weather



No privacy in walk-in medical exam/treatment area located in Foyer entrance







Critical building and usability deficiencies

- A number of antiquated or end of life building system components still in use
- Lack of Automatic Fire Sprinklers throughout building (NFPA requirement for new emergency buildings) Lack of private alert rooms for mixed gender staff
- Lack of Classroom/Training/Conference area
- Lack of Supervisor office

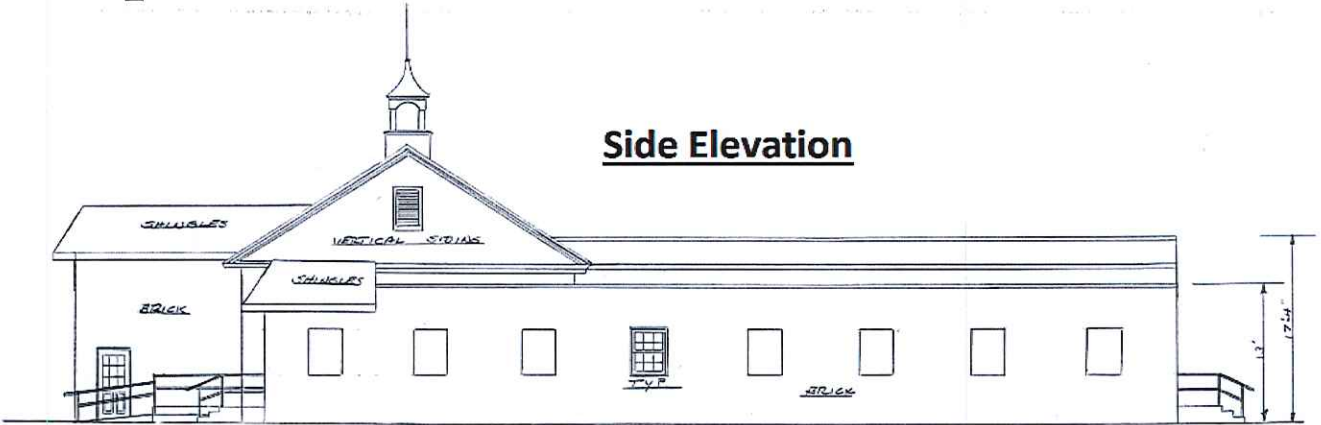
Actions to date

- March- Sept 2016: Identified building and usability deficiencies, defined current and future needs
- Oct 2016: engaged Gary Barber, Building Consultant to assist with feasibility and concept development
- Nov 2016: Capital Outlay Committee approved \$310,000 Debt Exclusion figure for Architectural and Engineering plans for FY18
- Nov 2016: Capital Outlay Committee approved/reconfirmed original \$4 MIL construction estimate for FY19
- Dec 2016: Approved and accepted Conceptual Plan from Building Consultant

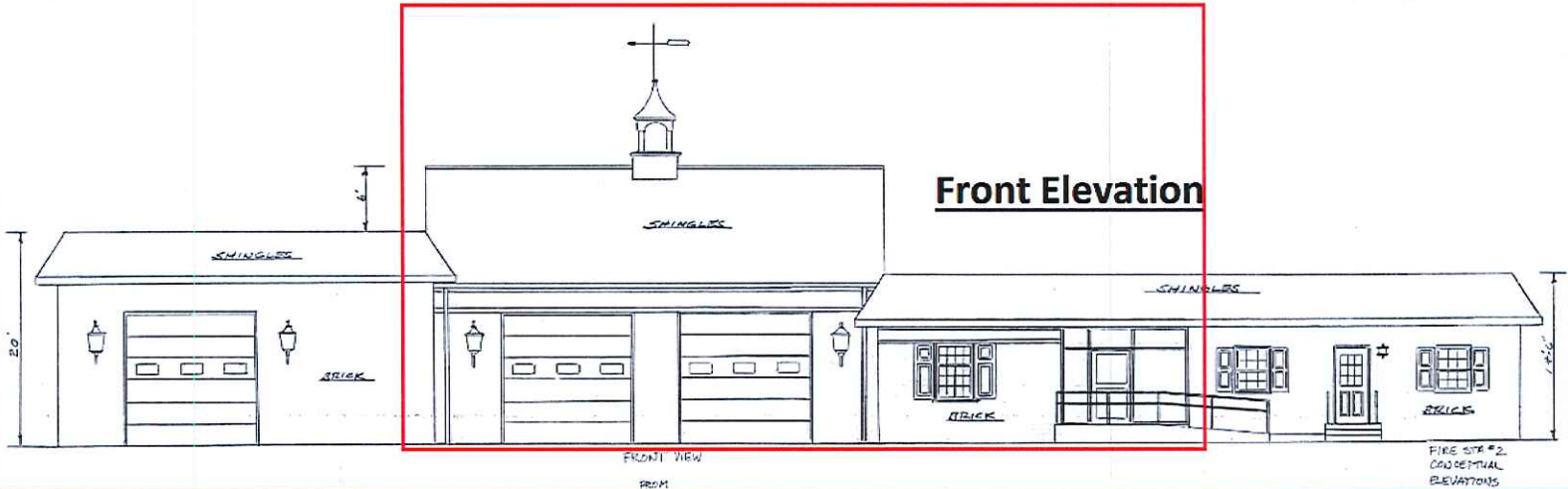
Next Steps

- January 2017: Present Conceptual Plan to Board of Selectman for approval of warrant article for 2017 Town Meeting
- Feb.- May 2017: Conduct Community Education and Outreach
 - Committee Webpage
 - Channel 18 programs
 - Open house

Conceptual Elevation

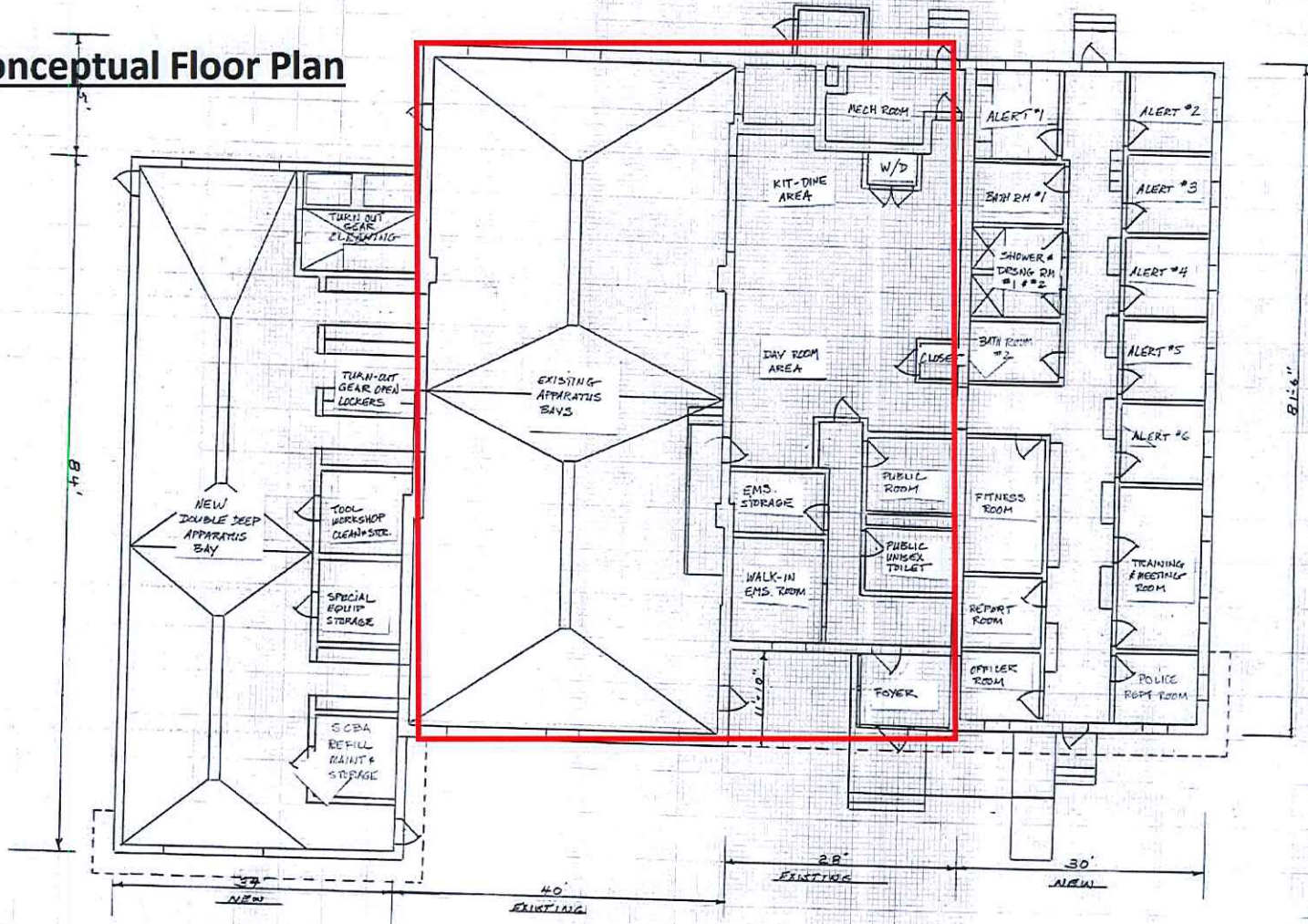


Side Elevation



Front Elevation

Conceptual Floor Plan



FIRE STA #2

Thank You

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

The Town of Harwich (the "Town") is seeking responses from parties interested in using the Town-owned Old West Harwich School building, located at 5 Bell's Neck Road in West Harwich, with the purpose of providing a public benefit to the West Harwich area.

Responses should be marked "West Harwich School RFI" and are due at the Office of the Town Administrator, 732 Main Street, Harwich, MA 02645 NO LATER THAN 2:00 PM ON THURSDAY, December 10, 2015. Five copies are requested for those respondents who choose to submit hard copies. Responses also may be submitted electronically to srobinson@town.harwich.ma.us.

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

Christopher Clark,
Town Administrator

Central Register
November 4, 2015

Cape Cod Chronicle
November 5, 2015

Request for Information

USE OF WEST HARWICH SCHOOL BUILDING

SECTION I INTRODUCTION

The Town of Harwich (the "Town") is seeking responses from parties interested in using the Town-owned Old West Harwich School building, located at 5 Bell's Neck Road in West Harwich, with the purpose of providing a public benefit to the West Harwich area. Submissions shall be received no later than 2:00 p.m. on Thursday, December 10, 2015 at the Office of the Town Administrator, 732 Main Street, Harwich, Massachusetts 02645.

All potential submitters are encouraged to inspect the premises by contacting David Spitz, Town Planner, at (508) 430-7511.

SECTION II BACKGROUND

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

SECTION III POTENTIAL USES

It is the intention of the Town to seek uses that will benefit the public and complement the surrounding West Harwich area. Potential uses identified to date are artistic, cultural or educational activities. Other uses also may be proposed.

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

SECTION IV BUILDING CONDITION

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

SECTION V SITE REQUIREMENTS

The Town's intention is to entertain uses that will not expand the building beyond its existing footprint. Use of the overall site shall include the following considerations:

- The submission must include sufficient parking spaces on the site to serve uses in the building and elsewhere on the property.
- Any exterior use of the property shall be secondary to use of the historic building and shall be compatible with neighboring properties.
- The site will require maintenance of an on-site septic system to serve all proposed uses on the property.

- The building and site must be compliant with the American with Disabilities Act (ADA) and local disability access laws.

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

SECTION VI INFORMATION TO BE SUBMITTED

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

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

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

3. Other benefits to the Town
 - a. Does your proposed use support goals of the Harwich Local Comprehensive Plan or other approved Town plans? Please specify.
 - b. What is the need in the community for your proposed use? Please specify.
4. Impact on the neighborhood
 - a. Will your proposed use complement the West Harwich area? Will it be incompatible in any way, and how will you mitigate any potential adverse impacts?
 - b. What adverse impacts may be created for residents in the vicinity, and how will you mitigate such impacts? Please consider type of use, traffic, noise, lighting, appearance, and any other relevant impacts.
5. Ability to perform
 - a. Please describe your experience with the development and operation of your proposed use.
 - b. Please describe your financial capacity to develop and operate the proposed use.

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

SECTION VII SUBMISSION

Responses should be marked "West Harwich School RFI" and are due at the Office of the Town Administrator, 732 Main Street, Harwich, MA 02645 NO LATER THAN 2:00 PM ON THURSDAY, December 10, 2015. Five copies are requested for those respondents who choose to submit hard copies. Responses also may be submitted electronically to srobinson@town.harwich.ma.us.

APPENDICES

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

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

September 20, 2007

Project No. C16896.00

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

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

Dear Mr. Mulligan:

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

LIMITS TO INVESTIGATION

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

OBSERVATIONS

General

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

Foundation

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

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

Sill

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

1st Floor

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

2nd Floor

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

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

Attic Framing

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

Roof Framing

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

GENERAL RECOMMENDATIONS

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

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

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

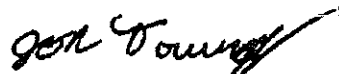
CONCLUSION

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

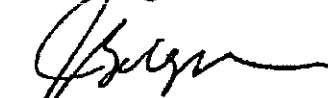
Please contact us if you have any questions concerning the above report.

Very truly yours,

COASTAL ENGINEERING CO., INC.

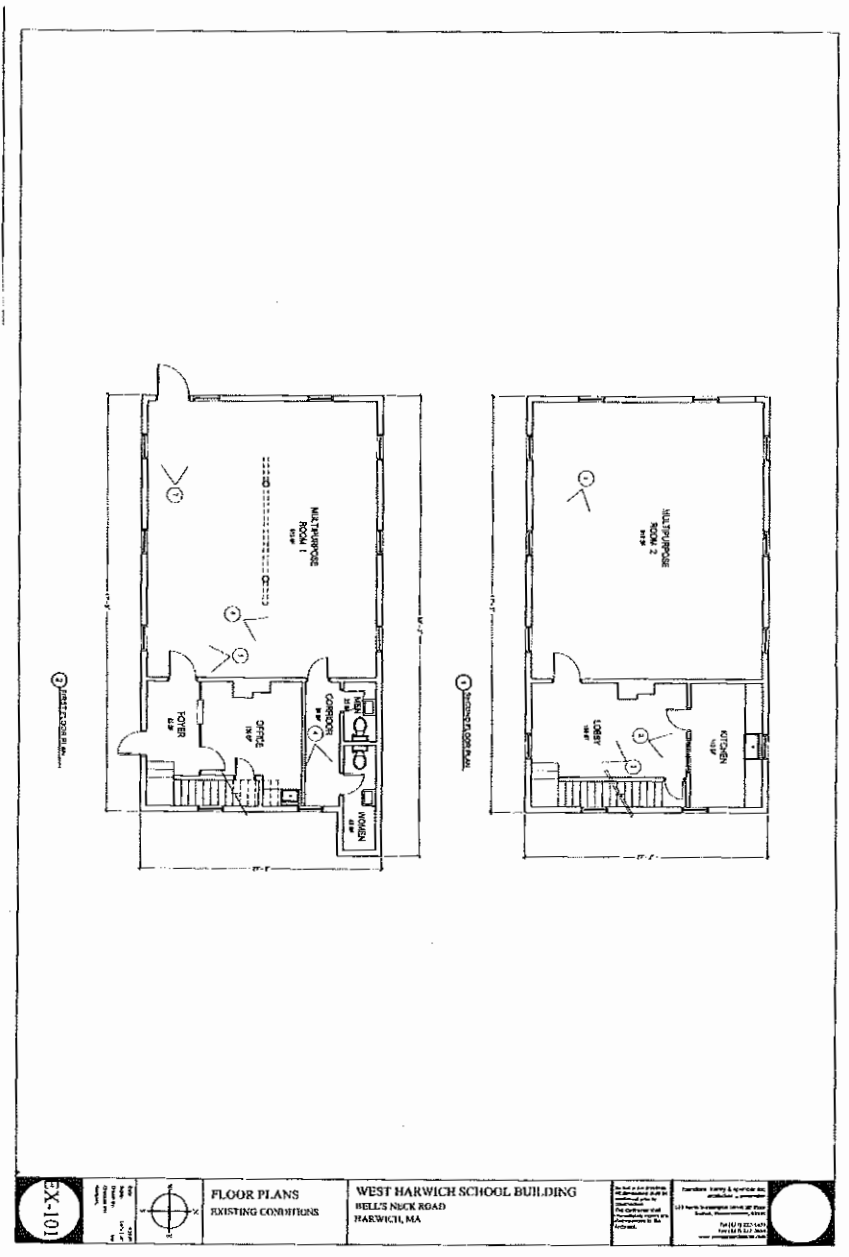


Jon Downing E.I.T.

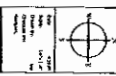


John A. Bologna P.E.

JMD/dlb



101-XE

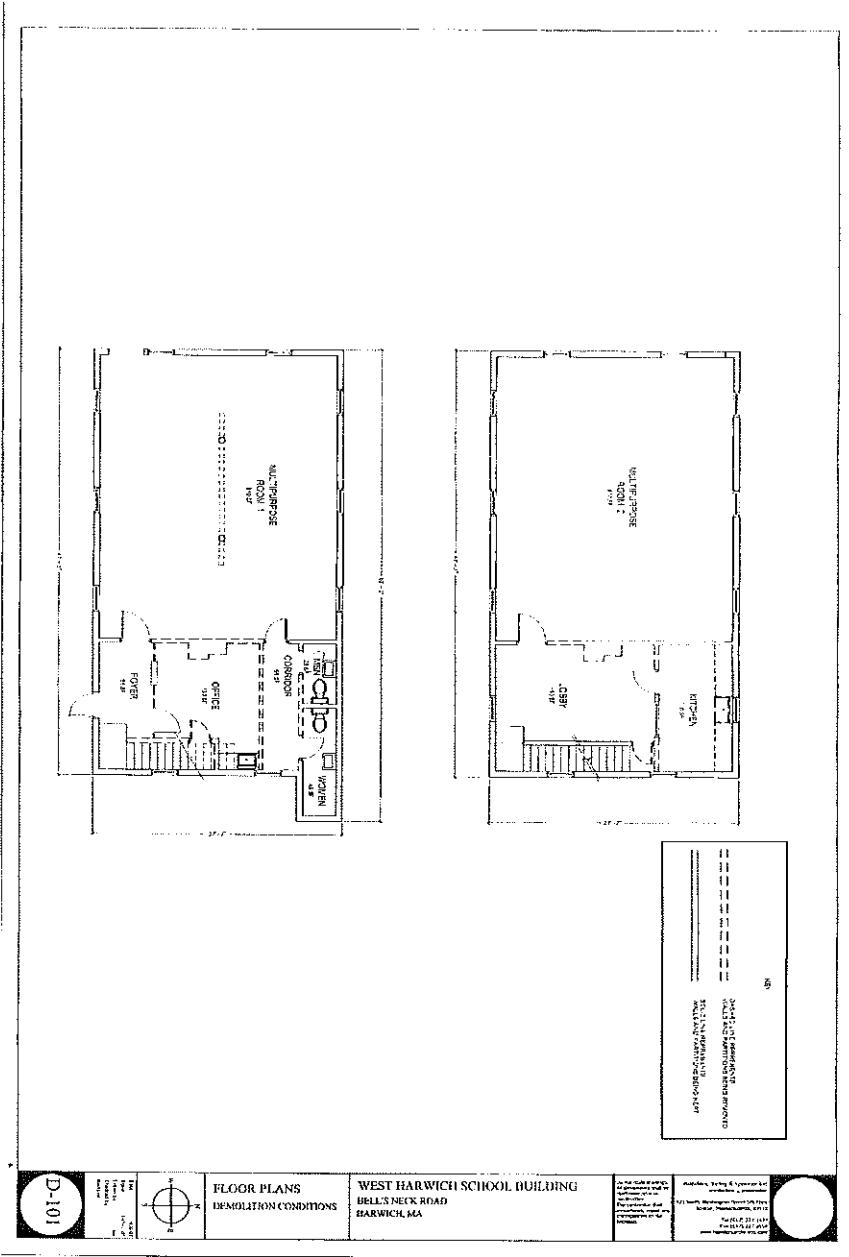


FLOOR PLANS
EXISTING CONDITIONS

WEST HARWICH SCHOOL BUILDING
WELL'S NECK ROAD
HARWICH, MA

DATE: 10/1/01
SCALE: AS SHOWN

Drawn by: J. J. & J. J. [unreadable]
Checked by: [unreadable]
Date: 10/1/01



D-101



FLOOR PLANS
DEMOLITION CONDITIONS

WEST HARWICH SCHOOL BUILDING
BELL'S NECK ROAD
HARWICH, MA

APRIL 2014
1000 WEST HARWICH ROAD
HARWICH, MA 01945
TEL: 508-833-1111
WWW.HARWICHMA.GOV

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

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

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

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

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

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

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

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

PROJECT DESCRIPTION

Squatucket Marina Replacement Project Squatucket Harbor, Harwich, MA

I. INTRODUCTION

The Town of Harwich is seeking to reconstruct the existing municipal marina in Squatucket Harbor because the current timber float system is becoming unsafe and has exceeded its reasonable service life. The marina provides berthing for a total of 191 vessels of which 4 vessels are passenger boats, 14 vessels are commercial and 7 vessels are charter boats. The remainder of the marina provides recreational vessel berthing for both seasonally permitted and transient users.

The passenger boats include the Freedom Ferry which provides regular scheduled service through the spring, summer and fall to Nantucket. All passenger, commercial and charter boat uses are permitted by the Town under the existing Harbor Management Plan and all uses will be maintained by the Town. Slips are assigned on an annual basis subject to payment of fees and there are wait lists of over 360 people for recreational slips, approximately 20 for commercial slips, and 20 charter slips.

This project is seeking to replace the existing aging marina and maintenance dredge the harbor footprint in order to allow ongoing use of this very popular public facility.

Figure 1 below shows the locus of the project site.

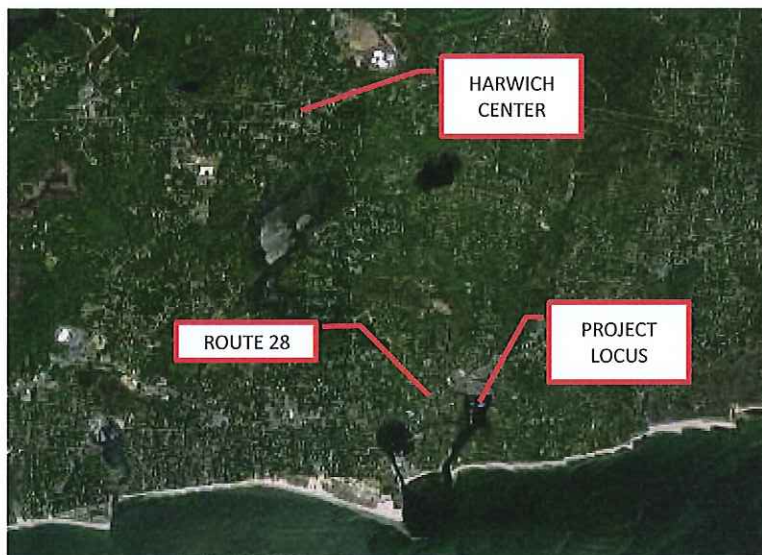


Figure 1 – Squatucket Harbor – Project Locus

II. HISTORY

The existing marina was originally constructed in 1968 under DPW Contract # 2632. At that time, the majority of the marina was constructed together with the bulkheads on the north and east shorelines and the state boat ramp at the northeast corner of the harbor. Dredging of the harbor footprint was originally performed in 1967 under DPW Contract # 2628 to allow the marina construction to take place. The original harbor dredging was to a depth of -6 feet Mean Low Water (MLW).

The Andrews River is a Federal navigation project with a 6 foot deep harbor entrance channel and 6 foot deep anchorage inside the southern portion of Squatucket Harbor. The Town also obtained permits to dredge the harbor entrance channel to a depth of 8 feet MLW. Additional dredging was also performed in 1968, also under Contract #2828 to dredge a portion within the Federal anchorage to a depth of 14 feet below MLW.

The marina was expanded in 1983 by adding 300 feet of main dock to the West Dock providing an additional 35 slips under License #1019. US Army Corps Permit MA-HARW-84-014 shows the addition which remains in place today.

A fuel dock was added at some point and, although the date of this work is unknown, it predates the vessel pump out which was added in 1994. The fueling facility was subsequently removed including removal and remediation of the underground tanks.

Maintenance dredging of two areas within the harbor has been performed repeatedly to address shoaling near the natural channel outlets which flow into Saquatucket Marina – one at the northeast corner (Andrews River) near the State boat ramp and pump out facility and one at the northwest corner.

The State boat ramp was recently reconstructed in 2009 within its original footprint but the outshore end was deepened slightly

III. EXISTING SITE DESCRIPTION

The existing marina is located within a manmade embayment connected via a manmade harbor entrance channel to Nantucket Sound. The harbor entrance channel and the outer portion of the harbor comprise the Andrews River Federal Navigation project. The Federal project has an authorized depth of 6 feet below MLW but the Town has current valid permits authorizing additional dredging to 8 feet below MLW within the harbor entrance channel.

Saquatucket Harbor is located in a FEMA VE zone which implies wave heights greater than 3 feet and the facility should be designed for survival of an event of this magnitude. FEMA flood zone elevation is VE +14.0 NAVD (+16.31 MLW)

The Nantucket Sound beach and dune elevations are approximately 9 feet above NAVD based on MA GIS 3m contour data layer. This would imply open water waves from Nantucket Sound will break and the marina would be subject to overtopping waves and reformed local fetch generated waves.

IV. DESCRIPTION OF PROPOSED PROJECT

The Town of Harwich proposes to reconstruct the existing marina due to its age and deterioration. The Town also seeks to take this opportunity to maintenance dredge the footprint while floats have been removed and, if possible, to reconfigure the marina to add more berthing for this very popular facility.

The proposed project consists of the following:

- Demolition and disposal of all existing floating docks except for the existing pump out dock
- Construction of all new floating dock marina
 - 28,000 square feet of floating dock
 - 240 piles
- Maintenance dredging to -6 feet MLW
 - 143,000 square feet
 - 7,500 cubic yards
- Improvement dredging (deepening within existing footprint) to -8 feet MLW
 - 100,100 square feet all within maintenance footprint
 - 9,600 cubic yards
- Total area of dredging is 243,100 square feet
- Total volume of dredging is 17,100 cubic yards
- Construction of a new ADA compliant access to the ferry and other passenger vessels
- Minor maintenance work to existing bulkhead comprising repair of existing bulkhead support connections only (Bulkhead replacement is anticipated to be a future project)
- The existing pump out dock remains in good condition and will not be modified or upgraded by this project

- No work is proposed to the upland parking lots and there are no proposed changes to stormwater management systems. There are four outfalls into the harbor which primarily drain the circulation roadway located immediately behind the north bulkhead.

Marina Layout

The proposed project is essentially maintenance of an existing facility but, due to changes in vessels and uses over the 47 years since its original construction, the Town reviewed modified layouts with the following goals:

- Provide a new ADA/MAAB compliant route to the marina for the four passenger vessels greater than 40 feet in length
- Position the passenger vessels close to the North Bulkhead to reduce length of travel path for passengers through marina for improved safety and convenience
- Provide a new ADA/MAAB compliant route to the marina and a minimum of five accessible slips
- If possible, increase the number of slips because of high demand and long wait list
- Increase marina main walkway widths for improved stability and safety

The proposed marina is shown on attached Sheet 2 of 5 and will have a total of 202 slips composed of:

- 65 - 20' slips
- 77 - 30' slips
- 49 - 40' slips
- 5 - 50' slips
- 4 passenger vessel berths

The Main Walkway floats will probably be concrete for improved stability, but it is likely that all other floats will be timber or composite decked to maintain a similar appearance to the existing marina. The concrete main floats provide the additional stability and a protected route for the main utilities within the marina.

All floats remain in place throughout the year and are protected against ice damage by a bubbler system. The existing bubbler system will be replaced as part of this project.

The new ADA/MAAB compliant route will be provided by a new 42 foot aluminum gangway installed parallel to the boat ramp at the north east corner. This gangway will access a series of raised aluminum platforms mounted on top of concrete floats. The platforms provide direct access to individual vessels at matching freeboard and are linked together by compliant ramps between the different freeboards. This same ramp system also allows direct access to the rest of the marina. A small paved area will be created shoreside of the new ADA gangway to provide a safe queueing area for pedestrians waiting for one of the passenger vessels. The paved area will be at the northeast corner next to the boat ramp and will be accessed from the existing roadway.

The new design also includes two new gangways for general access. The current gangways cross the Main Dock running parallel to the northern bulkhead and are obstructive to pedestrian flow. The new gangways will be installed parallel to the bulkhead and land on a widened float so that they do not interfere with traffic flow on the Main Dock. This allows the single ADA/MAAB compliant ramp system to provide access to the entire marina.

State Boat Ramp

The proposed project will not change the existing boat ramp with the exception of the boarding float. The boarding float and gangway will be modified to comply with ADA regulations. A longer 30 foot gangway with minimum 3 foot clear walkway width will be provided to connect to the boarding float and the boarding float width will be increased to provide a minimum 60 inch clear walking space for

vessels using the boat ramp. Proposed dredging near the toe of the boat ramp will be designed to avoid any undermining or other negative impacts.

Sea Level Rise

Design of these ADA compliant routes allows for a sea level rise of up to 9 inches before adjustment to landside grading elevations would be required. In order to accommodate a sea level rise greater than 9 inches, any such adjustment to marina facilities would be minor. The access landing at the shoreward end of the gangway would need to be raised to the desired level and the grading around the landing would need to be adjusted to match. Estimated sea level rise for the site over the next 30 years (USACE High prediction) is 1.1 feet. The proposed pile design assumes a sea level rise of up to 1.5 feet would need to be accommodated.

Dredging

Dredging for this project is primarily maintenance. Some areas of the marina have shoaled to less than 1 foot at MLW and the Town wants to restore necessary depths prior to installation of the new floats and the new bubbler system. The southern limit of this maintenance dredging extends into the Federal Anchorage. The proposed dredging limits are shown on Sheet 3 of 5 attached in Appendix A.

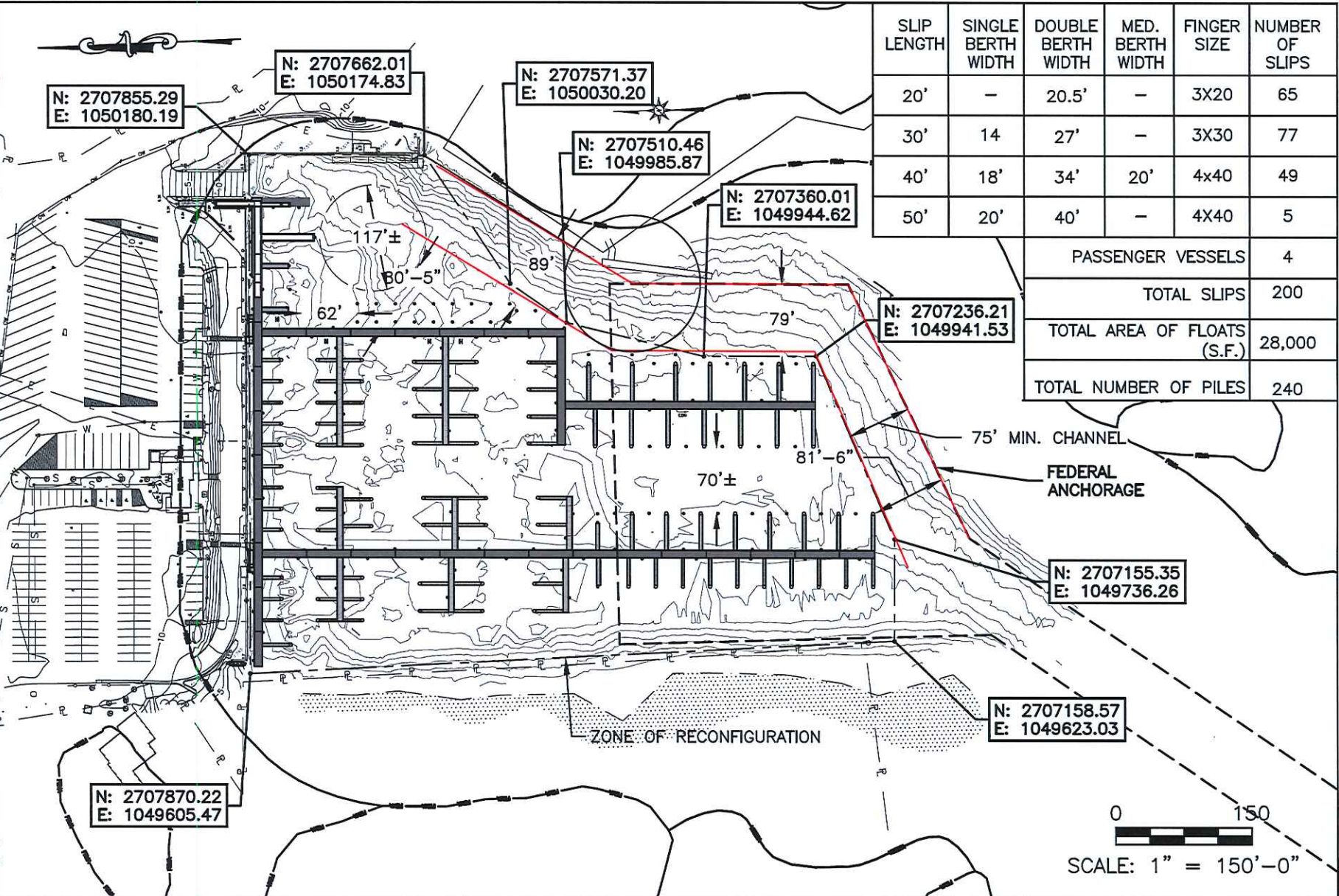
Preliminary sampling along the Main Dock showed approximately 1 foot of black silt over a sandy gravel. However, there are two areas which have been repeatedly maintenance dredged at the north east and north west corners of the marina where previous dredge material was found to be sandy and suitable for beach nourishment. Further sampling and testing will be performed and the Town is requesting a sampling and testing plan from the US Army Corps of Engineers (USACE) which will allow for sandy material to be placed as beach nourishment and the remainder to be disposed offshore.

In addition to the maintenance dredging, the Town is also seeking to deepen two areas to a depth of 8 feet MLW. This depth is to accommodate the existing ferry and larger commercial vessels using the harbor. These vessels have drafts of up to 5.5 feet and need deeper water to allow for negative tides as low as -1.2 feet below MLW. At lowest tide, the available water depth is reduced by 1.2 feet and the proposed 8 foot below MLW depth is reduced to 6.8 feet. This would only allow a 1 foot safety margin for navigation and berthing of these larger vessels. The existing Harbor Entrance Channel is already authorized to a depth of 8 feet and the proposed deepening is consistent with this depth and limited to only those areas accessible to the larger vessels. All deepening has been designed to fit within existing historic dredge limits. Proposed deepening areas are as follows:

- A portion of the marina maintenance footprint will be deepened to 8 feet MLW. The area to be deepened is on the eastern side of the East Dock for the larger passenger and commercial vessels which have drafts up to 5'-6". The entire footprint of the deepened area is within the historic dredging footprint and is largely surrounded by bulkheads and the deepening does not impact any new areas due to longer side slopes.
- A portion of the Federal Anchorage will be deepened to 8 feet MLW. The majority of the Federal Anchorage is already deeper than 8 feet and the proposed deepening will provide a consistent navigation channel depth for vessels traveling to and from the proposed ferry berthing slip. The 8 foot depth is also consistent with the Harbor Entrance Channel depth. In order to avoid any new area impacts, the limit of deepening will be 6 feet inside the Federal Anchorage line to allow space for the additional side slope.

Total area of all dredging is 243,100 square feet and total volume of all dredging is 17,100 cubic yards. Proposed dredge depths are -6 feet below MLW and -8 feet below MLW, both with 1 foot overdredge allowances.

File: B:\Working\HARWICH_MA\1608140 - Saquatucket Harbor Improvements DRAWINGS\3 REGI



| SLIP LENGTH | SINGLE BERTH WIDTH | DOUBLE BERTH WIDTH | MED. BERTH WIDTH | FINGER SIZE | NUMBER OF SLIPS |
|-------------|--------------------|--------------------|------------------|-------------|-----------------|
| 20' | - | 20.5' | - | 3X20 | 65 |
| 30' | 14 | 27' | - | 3X30 | 77 |
| 40' | 18' | 34' | 20' | 4x40 | 49 |
| 50' | 20' | 40' | - | 4X40 | 5 |

| | |
|-----------------------------|--------|
| PASSENGER VESSELS | 4 |
| TOTAL SLIPS | 200 |
| TOTAL AREA OF FLOATS (S.F.) | 28,000 |
| TOTAL NUMBER OF PILES | 240 |

75' MIN. CHANNEL
FEDERAL ANCHORAGE

N: 2707155.35
E: 1049736.26

N: 2707158.57
E: 1049623.03

N: 2707870.22
E: 1049605.47



SCALE: 1" = 150'-0"

| | | | |
|--------------|--------|------|-------|
| 100 YR FLOOD | +16.31 | NGVD | +2.31 |
| HTL | +4.82 | MLW | 0.0 |
| MHW | +3.72 | | -0.28 |

TITLE: **PROPOSED FLOAT LAYOUT**

IN: SAQUATUCKET HARBOR
AT: HARWICH
COUNTY: BARNSTABLE STATE: MA



PURPOSE: MARINA RECONSTRUCTION

APPLICATION BY: TOWN OF HARWICH

SHEET 3 OF 8
DATE: 08/02/16

Attachment A – Site Photos



Aerial View of Saquatucket Harbor



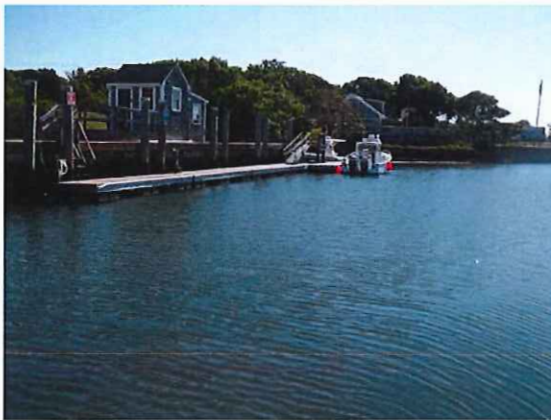
Main Dock and North Bulkhead



Salt Marsh to West of Harbor



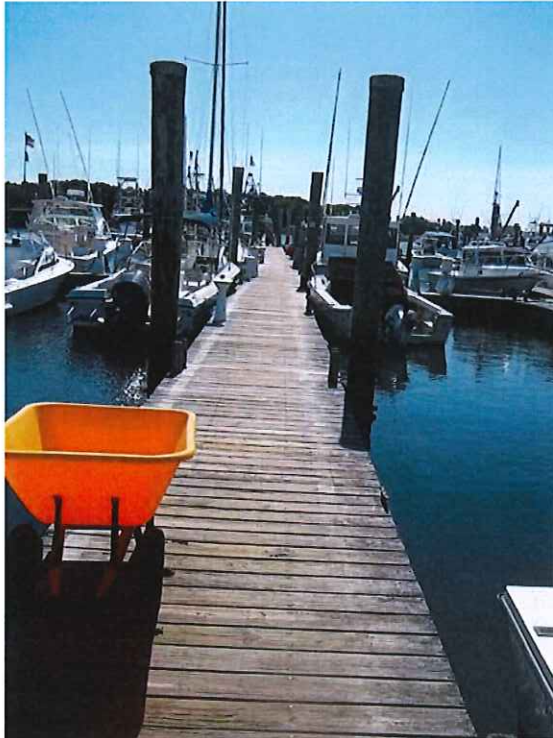
Salt Marsh to West of Harbor



Pump Out dock



East Dock and Channel



West Dock Main Float



Boat Ramp



Existing Ferry Access Ramp



Channel and Private Bulkhead



Area for Proposed ADA access ramps

Attachment B – Project Description

PROJECT DESCRIPTION

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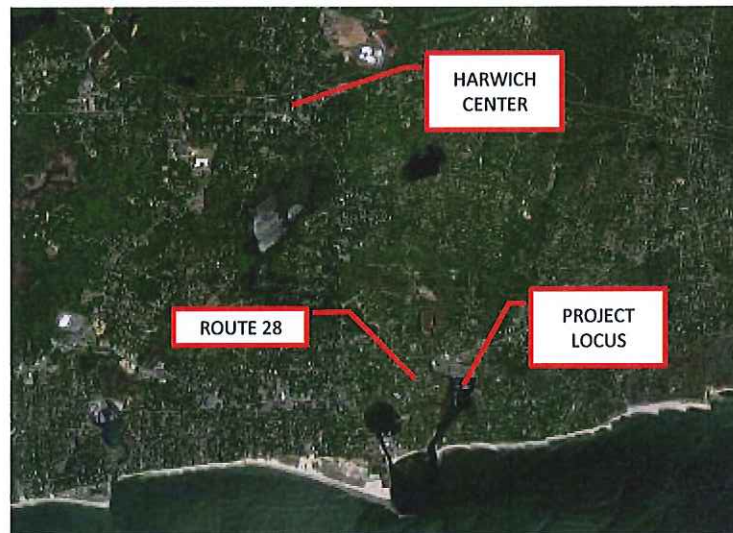


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The Nantucket Sound beach and dune elevations are approximately 9 feet above NAVD based on MA GIS 3m contour data layer. This would imply open water waves from Nantucket Sound will break and the marina would be subject to overtopping waves and reformed local fetch generated waves.

IV. DESCRIPTION OF PROPOSED PROJECT

The Town of Harwich proposes to reconstruct the existing marina due to its age and deterioration. The Town also seeks to take this opportunity to maintenance dredge the footprint while floats have been removed and, if possible, to reconfigure the marina to add more berthing for this very popular facility.

The proposed project consists of the following:

- Demolition and disposal of all existing floating docks except for the existing pump out dock
- Construction of all new floating dock marina
 - 28,000 square feet of floating dock
 - 240 piles
- Maintenance dredging to -6 feet MLW
 - 143,000 square feet
 - 7,500 cubic yards
- Improvement dredging (deepening within existing footprint) to -8 feet MLW
 - 100,100 square feet all within maintenance footprint
 - 9,600 cubic yards
- Total area of dredging is 243,100 square feet
- Total volume of dredging is 17,100 cubic yards
- Construction of a new ADA compliant access to the ferry and other passenger vessels
- Minor maintenance work to existing bulkhead comprising repair of existing bulkhead support connections only (Bulkhead replacement is anticipated to be a future project)
- The existing pump out dock remains in good condition and will not be modified or upgraded by this project

- No work is proposed to the upland parking lots and there are no proposed changes to stormwater management systems. There are four outfalls into the harbor which primarily drain the circulation roadway located immediately behind the north bulkhead.

Marina Layout

The proposed project is essentially maintenance of an existing facility but, due to changes in vessels and uses over the 47 years since its original construction, the Town reviewed modified layouts with the following goals:

- Provide a new ADA/MAAB compliant route to the marina for the four passenger vessels greater than 40 feet in length
- Position the passenger vessels close to the North Bulkhead to reduce length of travel path for passengers through marina for improved safety and convenience
- Provide a new ADA/MAAB compliant route to the marina and a minimum of five accessible slips
- If possible, increase the number of slips because of high demand and long wait list
- Increase marina main walkway widths for improved stability and safety

The proposed marina is shown on attached Sheet 2 of 5 and will have a total of 202 slips composed of:

- 65 - 20' slips
- 77 - 30' slips
- 49 - 40' slips
- 7 - 50' slips
- 4 passenger vessel berths

The Main Walkway floats will probably be concrete for improved stability, but it is likely that all other floats will be timber or composite decked to maintain a similar appearance to the existing marina. The concrete main floats provide the additional stability and a protected route for the main utilities within the marina.

All floats remain in place throughout the year and are protected against ice damage by a bubbler system. The existing bubbler system will be replaced as part of this project.

The new ADA/MAAB compliant route will be provided by a new 42 foot aluminum gangway installed parallel to the boat ramp at the north east corner. This gangway will access a series of raised aluminum platforms mounted on top of concrete floats. The platforms provide direct access to individual vessels at matching freeboard and are linked together by compliant ramps between the different freeboards. This same ramp system also allows direct access to the rest of the marina. A small paved area will be created shoreside of the new ADA gangway to provide a safe queuing area for pedestrians waiting for one of the passenger vessels. The paved area will be at the northeast corner next to the boat ramp and will be accessed from the existing roadway.

The new design also includes two new gangways for general access. The current gangways cross the Main Dock running parallel to the northern bulkhead and are obstructive to pedestrian flow. The new gangways will be installed parallel to the bulkhead and land on a widened float so that they do not interfere with traffic flow on the Main Dock. This allows the single ADA/MAAB compliant ramp system to provide access to the entire marina.

State Boat Ramp

The proposed project will not change the existing boat ramp with the exception of the boarding float. The boarding float and gangway will be modified to comply with ADA regulations. A longer 30 foot gangway with minimum 3 foot clear walkway width will be provided to connect to the boarding float and the boarding float width will be increased to provide a minimum 60 inch clear walking space for

vessels using the boat ramp. Proposed dredging near the toe of the boat ramp will be designed to avoid any undermining or other negative impacts.

Sea Level Rise

Design of these ADA compliant routes allows for a sea level rise of up to 9 inches before adjustment to landside grading elevations would be required. In order to accommodate a sea level rise greater than 9 inches, any such adjustment to marina facilities would be minor. The access landing at the shoreward end of the gangway would need to be raised to the desired level and the grading around the landing would need to be adjusted to match. Estimated sea level rise for the site over the next 30 years (USACE High prediction) is 1.1 feet. The proposed pile design assumes a sea level rise of up to 1.5 feet would need to be accommodated.

Dredging

Dredging for this project is primarily maintenance. Some areas of the marina have shoaled to less than 1 foot at MLW and the Town wants to restore necessary depths prior to installation of the new floats and the new bubbler system. The southern limit of this maintenance dredging extends into the Federal Anchorage. The proposed dredging limits are shown on Sheet 3 of 5 attached in Appendix A.

Preliminary sampling along the Main Dock showed approximately 1 foot of black silt over a sandy gravel. However, there are two areas which have been repeatedly maintenance dredged at the north east and north west corners of the marina where previous dredge material was found to be sandy and suitable for beach nourishment. Further sampling and testing will be performed and the Town is requesting a sampling and testing plan from the US Army Corps of Engineers (USACE) which will allow for sandy material to be placed as beach nourishment and the remainder to be disposed offshore.

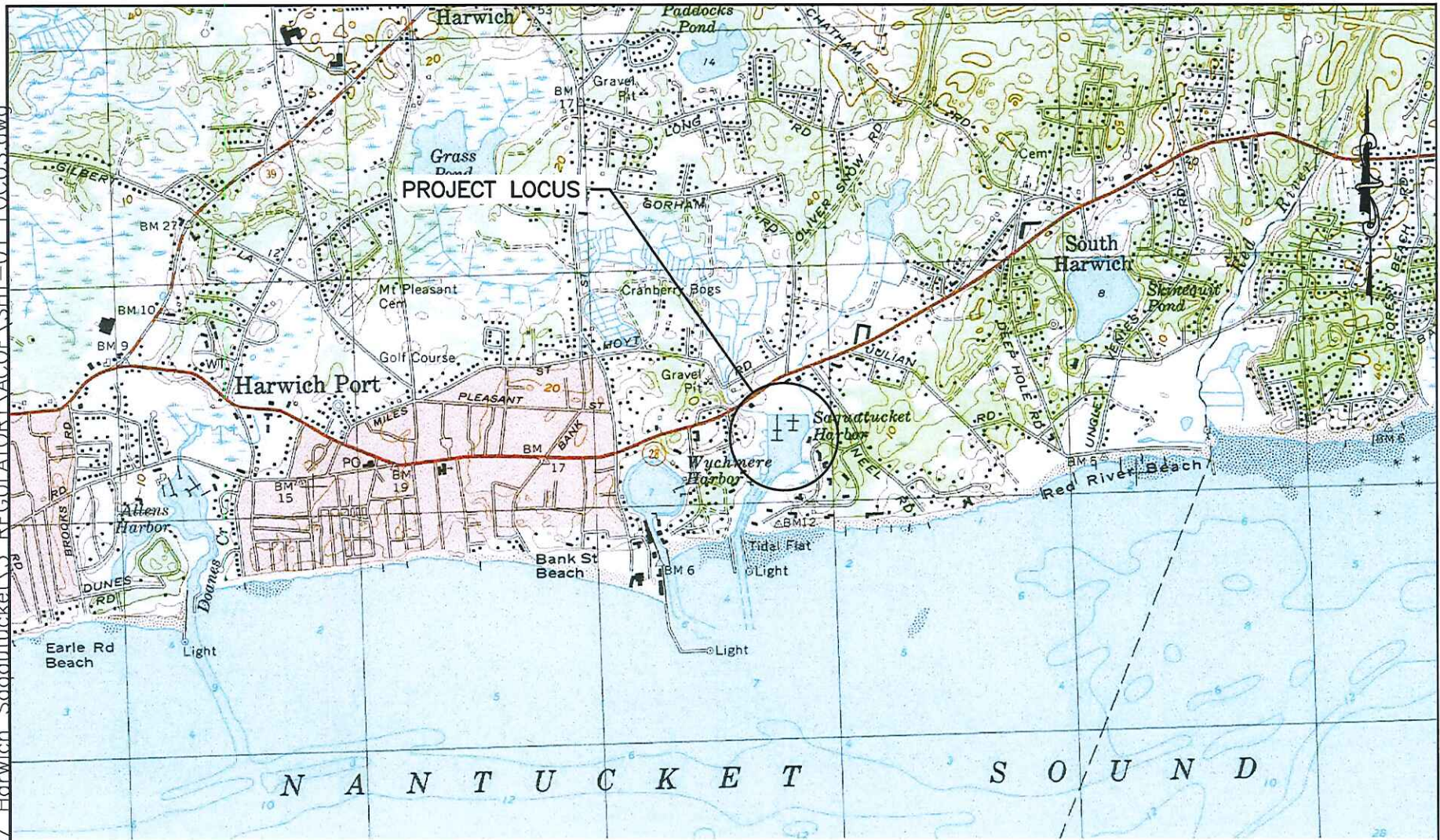
In addition to the maintenance dredging, the Town is also seeking to deepen two areas to a depth of 8 feet MLW. This depth is to accommodate the existing ferry and larger commercial vessels using the harbor. These vessels have drafts of up to 5.5 feet and need deeper water to allow for negative tides as low as -1.2 feet below MLW. At lowest tide, the available water depth is reduced by 1.2 feet and the proposed 8 foot below MLW depth is reduced to 6.8 feet. This would only allow a 1 foot safety margin for navigation and berthing of these larger vessels. The existing Harbor Entrance Channel is already authorized to a depth of 8 feet and the proposed deepening is consistent with this depth and limited to only those areas accessible to the larger vessels. All deepening has been designed to fit within existing historic dredge limits. Proposed deepening areas are as follows:

- A portion of the marina maintenance footprint will be deepened to 8 feet MLW. The area to be deepened is on the eastern side of the East Dock for the larger passenger and commercial vessels which have drafts up to 5'-6,. The entire footprint of the deepened area is within the historic dredging footprint and is largely surrounded by bulkheads and the deepening does not impact any new areas due to longer side slopes.
- A portion of the Federal Anchorage will be deepened to 8 feet MLW. The majority of the Federal Anchorage is already deeper than 8 feet and the proposed deepening will provide a consistent navigation channel depth for vessels traveling to and from the proposed ferry berthing slip. The 8 foot depth is also consistent with the Harbor Entrance Channel depth. In order to avoid any new area impacts, the limit of deepening will be 6 feet inside the Federal Anchorage line to allow space for the additional side slope.

Total area of all dredging is 243,100 square feet and total volume of all dredging is 17,100 cubic yards. Proposed dredge depths are -6 feet below MLW and -8 feet below MLW, both with 1 foot overdredge allowances.

Attachment C – Project Plans

File: X:\35041-35067 Harwich Saquatucket\3 REGULATORY\ACOF\SHT-01 LOCUS.dwg



SCALE: 1" = 2000'-0"

| | | | |
|--------------|--------|--------|-------|
| 100 YR FLOOD | +16.31 | NAVD88 | +2.31 |
| HTL | +4.82 | MLW | 0.0 |
| MHW | +3.72 | MLLW | -0.28 |

TITLE: PROJECT LOCUS

IN: SAQUATUCKET HARBOR
 AT: HARWICH
 COUNTY: BARNSTABLE STATE: MA

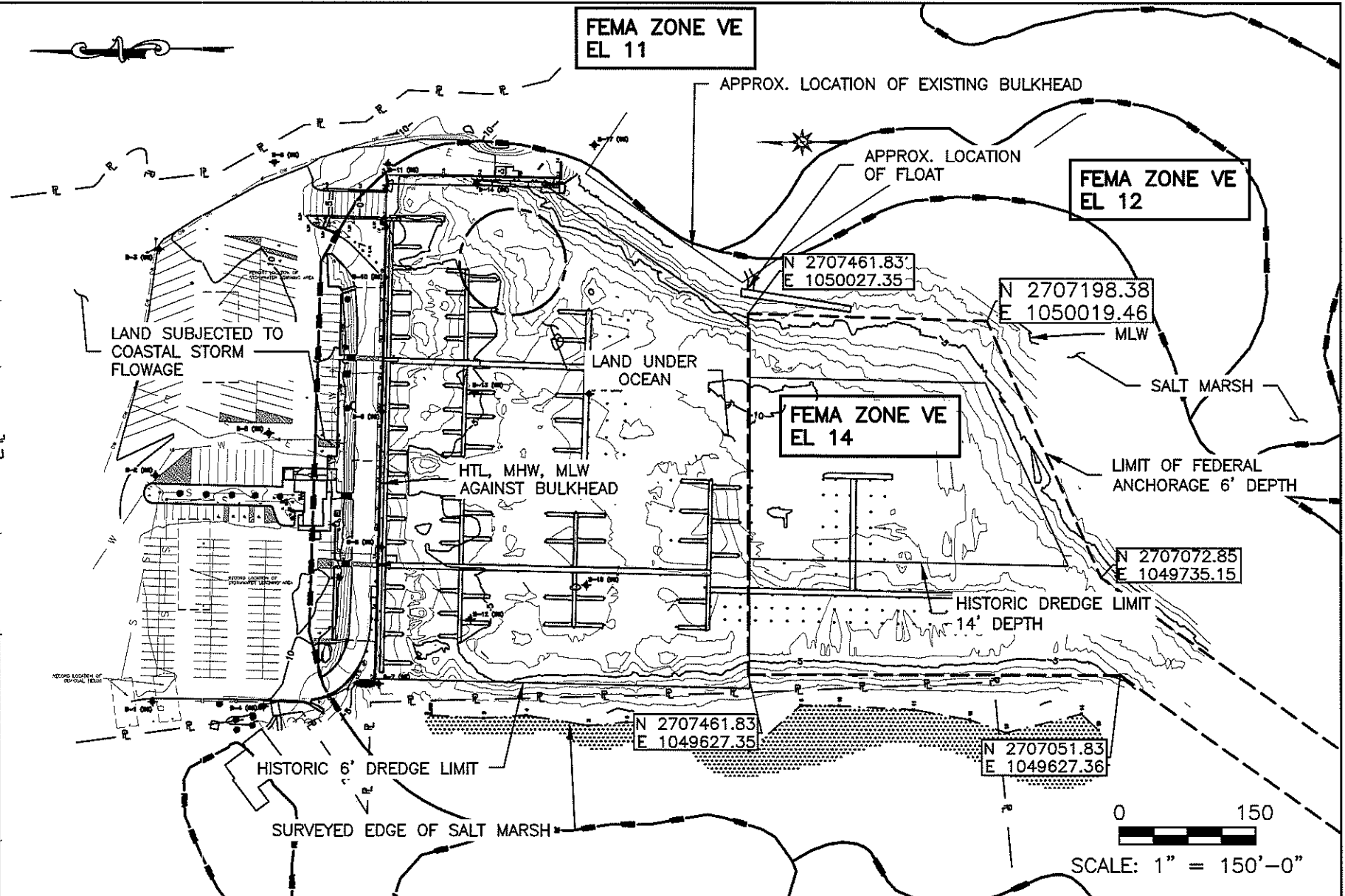


PURPOSE:
 MARINA RECONSTRUCTION

APPLICATION BY:
 TOWN OF HARWICH

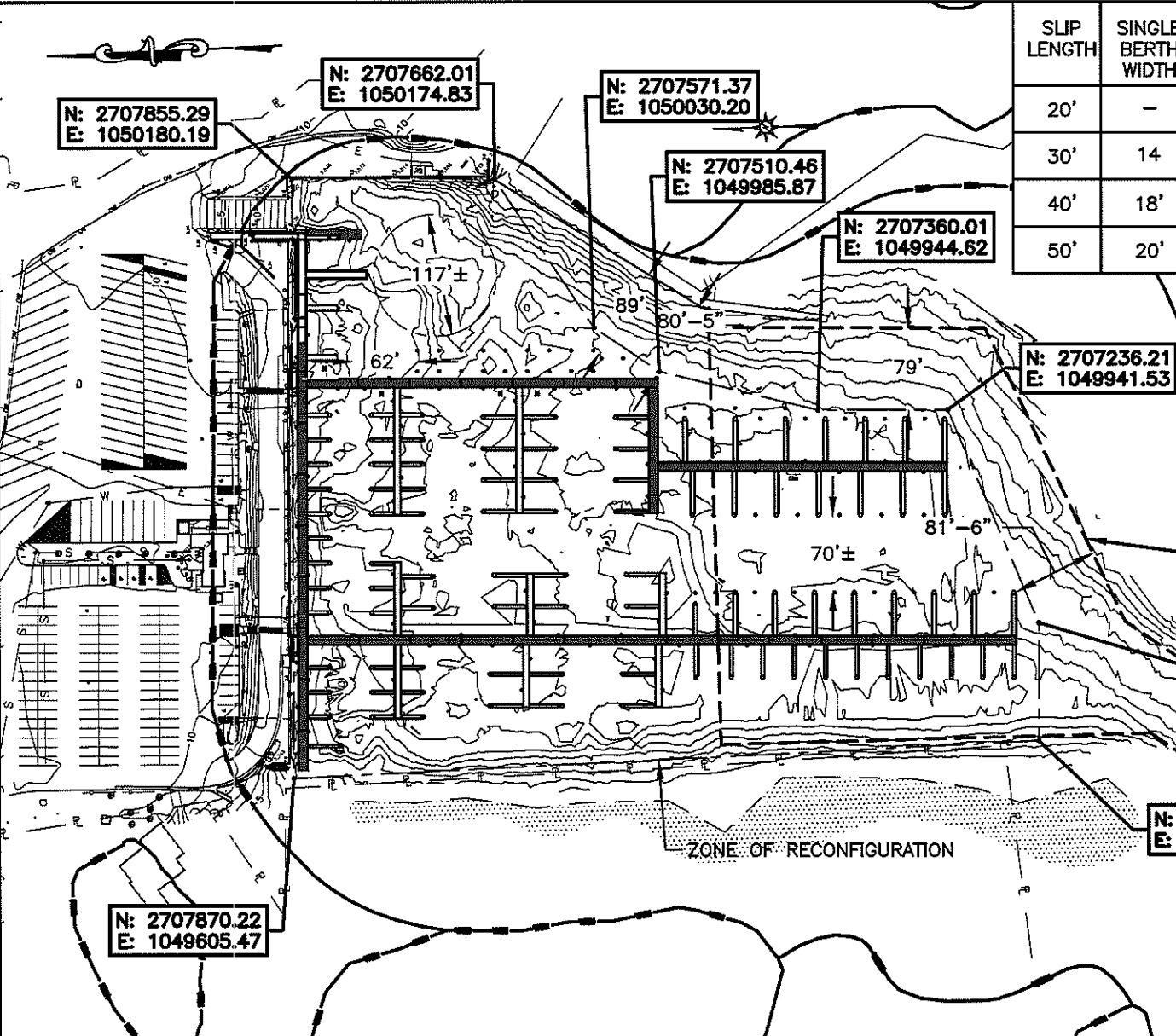
SHEET 1 OF 8
 DATE: 03/29/16

File: X:\35041-35067 Harwich Saquatucket\3 REGULATORY\ACOF\SHI-02 EXISTING CONDITION



| | | | | | |
|--------------|--------|------|-------|---------------------------------------|---------------------------------------------------------------------------------------------------|
| 100 YR FLOOD | +16.31 | NGVD | +2.31 | TITLE: EXISTING CONDITIONS | IN: SAQUATUCKET HARBOR AT: HARWICH COUNTY: BARNSTABLE STATE: MA |
| HTL | +4.82 | MLW | 0.0 | | |
| MHW | +3.72 | | -0.28 | | |
| | | | | PURPOSE: MARINA RECONSTRUCTION | APPLICATION BY: TOWN OF HARWICH |
| | | | | SHEET 2 OF 8 | |
| | | | | DATE: 03/29/16 | |

File: \\FRA1V-ES01\ProjDrawings\35041-35067_Harwich_Saquaticket\3 REGULATORY\ACOF\3



| SLIP LENGTH | SINGLE BERTH WIDTH | DOUBLE BERTH WIDTH | MED. BERTH WIDTH | FINGER SIZE | NUMBER OF SLIPS |
|-------------|--------------------|--------------------|------------------|-------------|-----------------|
| 20' | - | 20.5' | - | 3X20 | 65 |
| 30' | 14 | 27' | - | 3X30 | 77 |
| 40' | 18' | 34' | 20' | 4x40 | 49 |
| 50' | 20' | 40' | - | 4X40 | 5 |

| | |
|-----------------------------|--------|
| PASSENGER VESSELS | 4 |
| TOTAL SLIPS | 200 |
| TOTAL AREA OF FLOATS (S.F.) | 28,000 |
| TOTAL NUMBER OF PILES | 240 |

FEDERAL ANCHORAGE

N: 2707155.35
E: 1049736.26

N: 2707158.57
E: 1049623.03



SCALE: 1" = 150'-0"

| | | | |
|--------------|--------|------|-------|
| 100 YR FLOOD | +16.31 | NGVD | +2.31 |
| HTL | +4.82 | MLW | 0.0 |
| MHW | +3.72 | | -0.28 |

TITLE: **PROPOSED FLOAT LAYOUT**

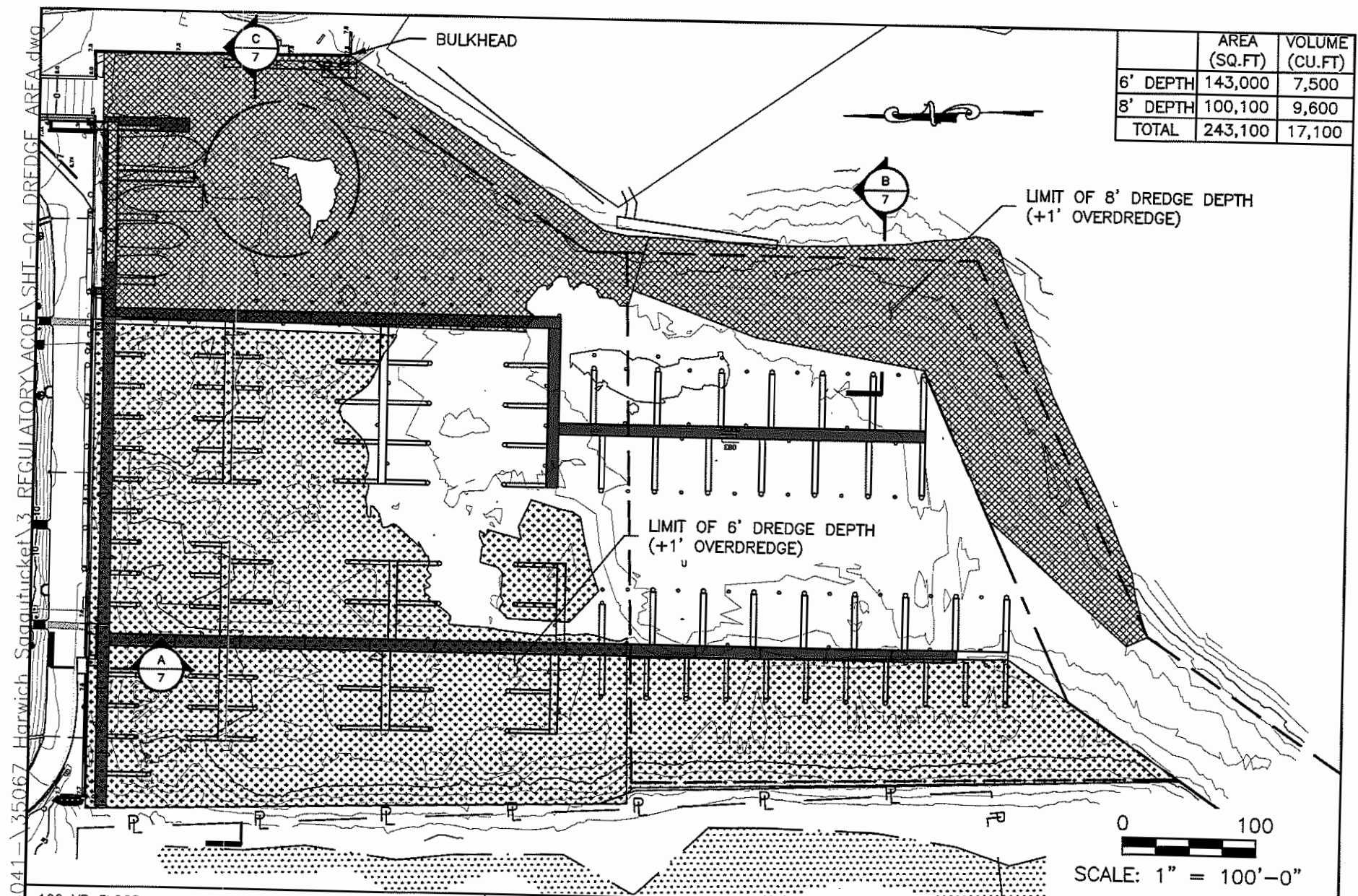
IN: **SAQUATICKET HARBOR**
AT: **HARWICH**
COUNTY: **BARNSTABLE** STATE: **MA**

BCE Bourne Consulting Engineering, PC
3 Boat Street
Bourne, MA 01949
TEL: (508) 833-0000 FAX: (508) 833-0000

PURPOSE: **MARINA RECONSTRUCTION**

APPLICATION BY: **TOWN OF HARWICH**

SHEET **3** OF **8**
DATE: **08/02/16**



| | AREA (SQ.FT) | VOLUME (CU.FT) |
|----------|--------------|----------------|
| 6' DEPTH | 143,000 | 7,500 |
| 8' DEPTH | 100,100 | 9,600 |
| TOTAL | 243,100 | 17,100 |

LIMIT OF 8' DREDGE DEPTH (+1' OVERDREDGE)

LIMIT OF 6' DREDGE DEPTH (+1' OVERDREDGE)

0 100
SCALE: 1" = 100'-0"

File: X:\35041-35067 Harwich Saquatucket\3 REGULATORY\ACOF\SHI-04 DREDGE AREA.dwg

| | | | |
|--------------|--------|------|-------|
| 100 YR FLOOD | +16.31 | NGVD | +2.31 |
| HTL | +4.82 | MLW | 0.0 |
| MHW | +3.72 | | -0.28 |

TITLE: **DREDGE FOOTPRINT**

IN: **SAQUATUCKET HARBOR**
 AT: **HARWICH**
 COUNTY: **BARNSTABLE** STATE: **MA**

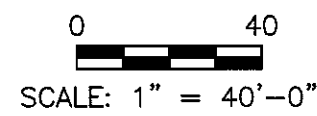
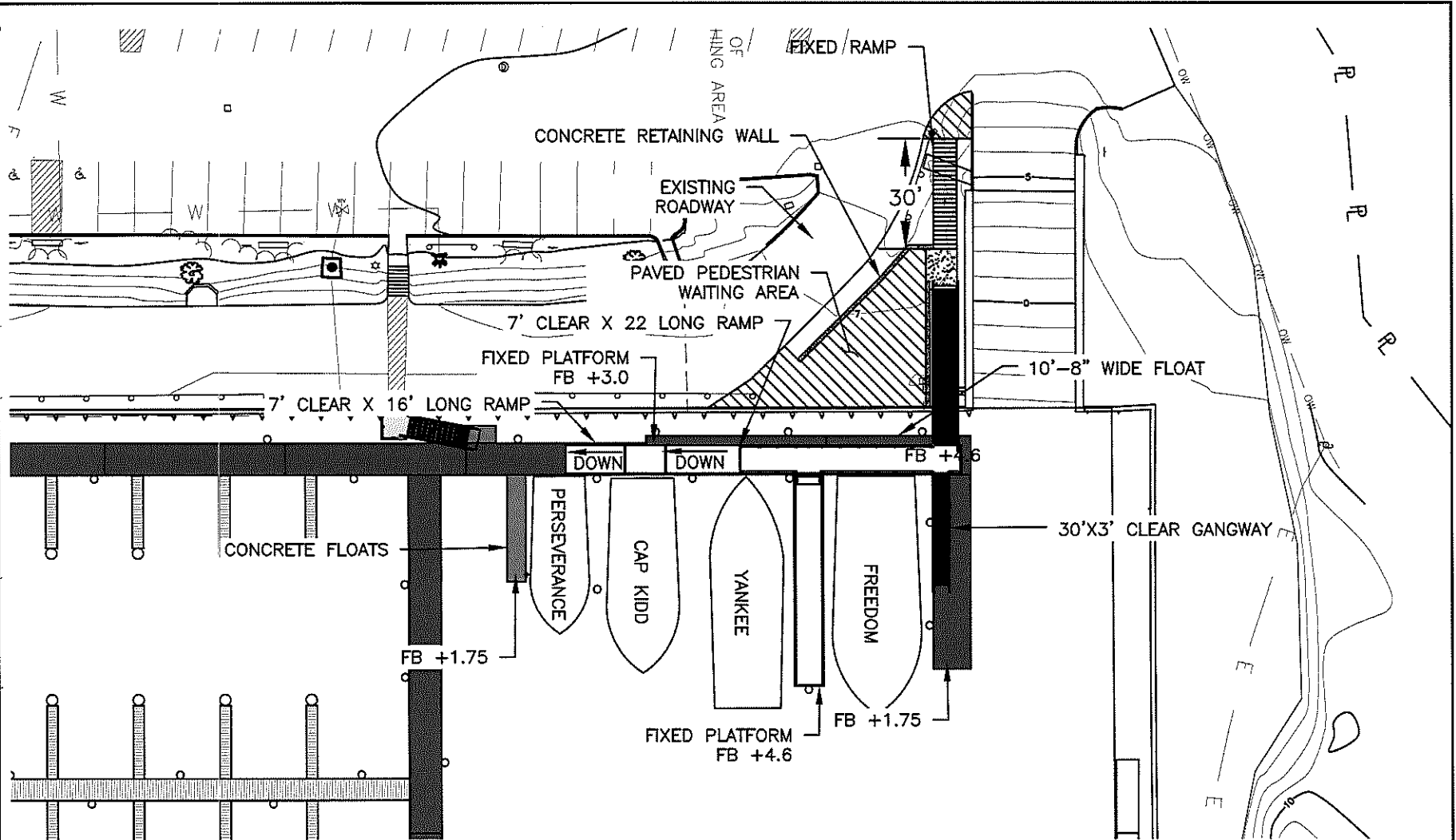
BCE Bourne Consulting Engineering PC
 3 Boat Street
 Franklin, MA 01902
 TEL: (508) 555-0000 FAX: (508) 555-0000

PURPOSE: **MARINA RECONSTRUCTION**

APPLICATION BY: **TOWN OF HARWICH**

SHEET **4** OF **8**
 DATE: **03/29/16**

File: X:\35041-35067 Harwich Saquatucket\3 REGULATORY\ACOF\SH1-05.06.07 DETAIL S.dwg



| | | | |
|--------------|--------|------|-------|
| 100 YR FLOOD | +16.31 | NGVD | +2.31 |
| HTL | +4.82 | MLW | 0.0 |
| MHW | +3.72 | | -0.28 |

TITLE: **ADA ACCESS PLAN
PROJECT DETAILS**

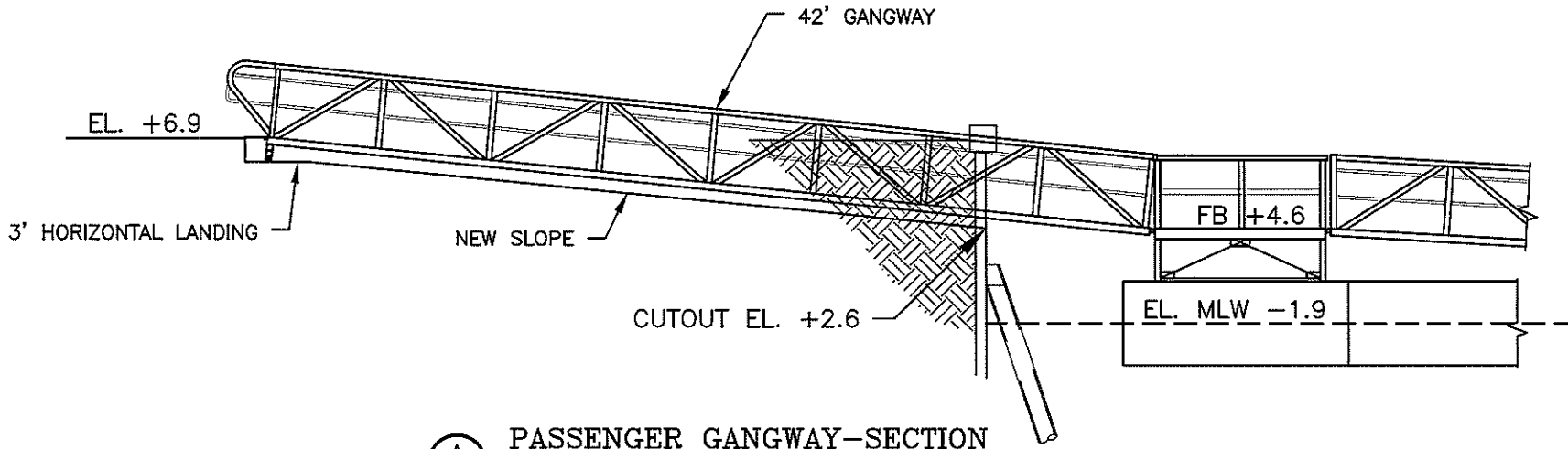
IN: **SAQUATUCKET HARBOR**
 AT: **HARWICH**
 COUNTY: **BARNSTABLE** STATE: **MA**

PURPOSE: **MARINA RECONSTRUCTION**

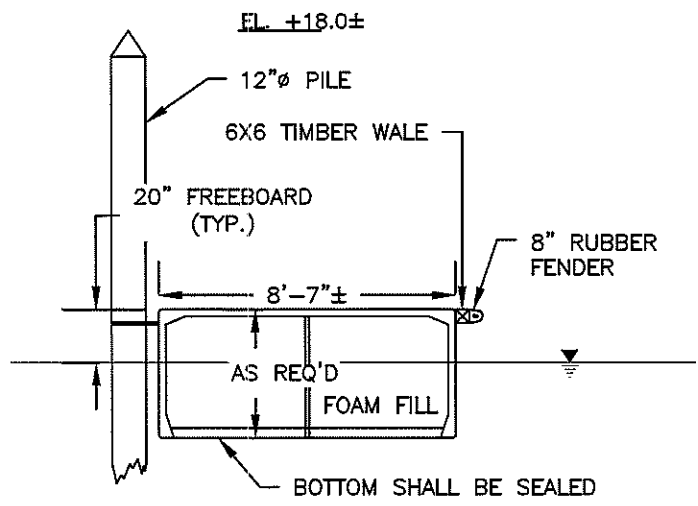
APPLICATION BY: **TOWN OF HARWICH**

SHEET **5** OF **8**
 DATE: **03/29/16**

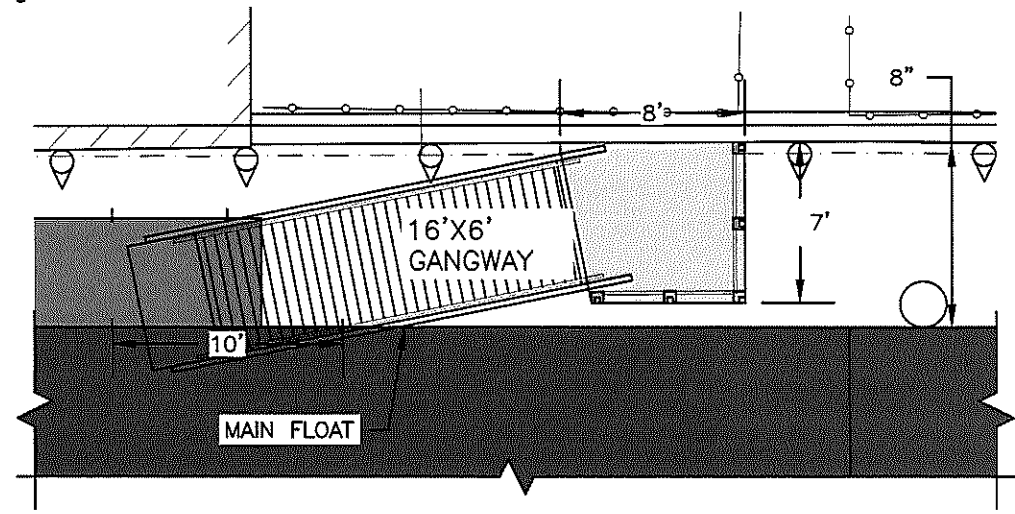
File: X:\35041-35067 Harwich Saquatucket\3 REGULATORY\ACOF\SHT-05.06.07 DETAIL S.dwg



A
6
PASSENGER GANGWAY-SECTION
SCALE: 1/8"=1'-0"



B
6
TYPICAL FLOAT-SECTION
SCALE: 3/16"=1'-0"



C
6
TYPICAL GANGWAY-PLAN
SCALE: 1/8"=1'-0"

| | | | |
|--------------|--------|------|-------|
| 100 YR FLOOD | +16.31 | NGVD | +2.31 |
| HTL | +4.82 | MLW | 0.0 |
| MHW | +3.72 | | -0.28 |

TITLE: **GANGWAY & FLOATS PROJECT DETAILS**

IN: SAQUATUCKET HARBOR
AT: HARWICH
COUNTY: BARNSTABLE STATE: MA

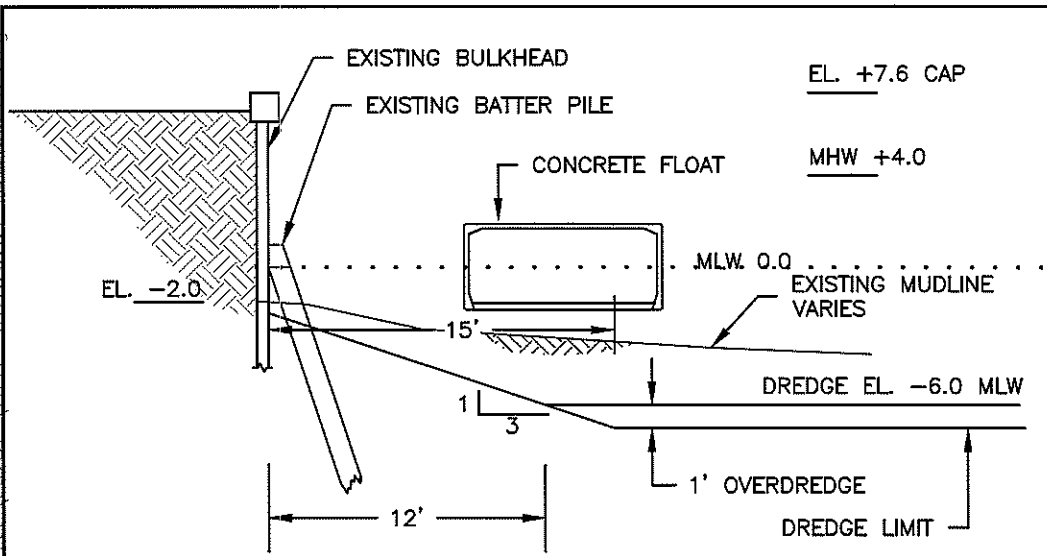


PURPOSE: **MARINA RECONSTRUCTION**

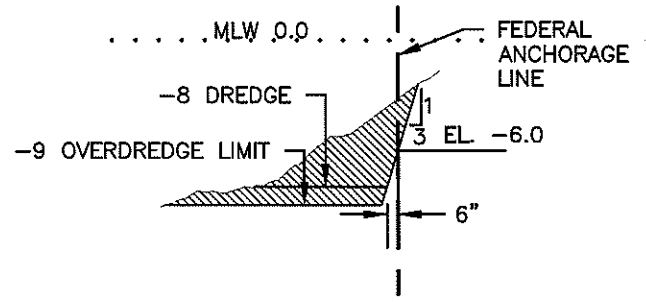
APPLICATION BY: **TOWN OF HARWICH**

SHEET **6** OF **8**
DATE: **03/29/16**

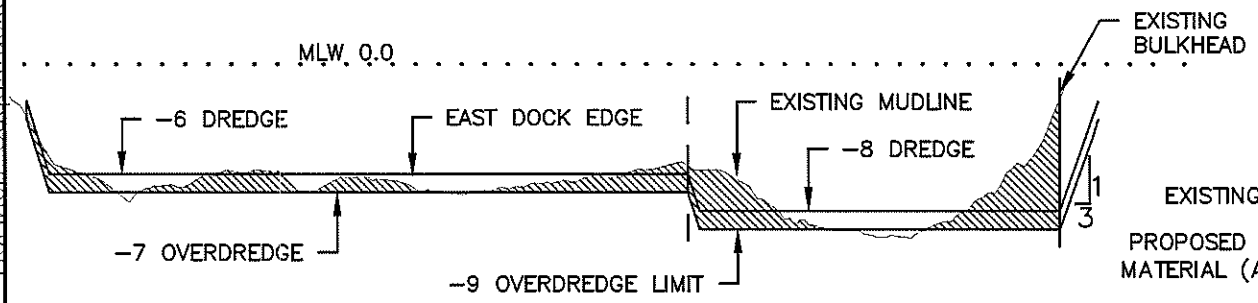
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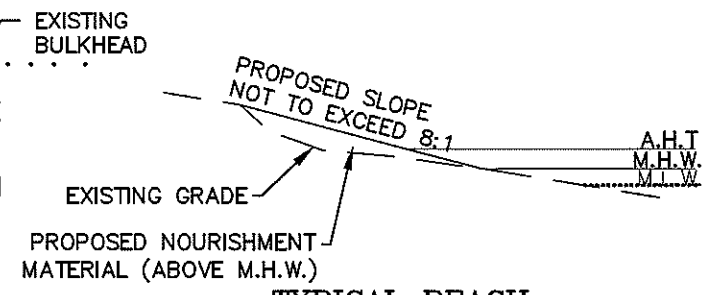
(A)
TYPICAL BULKHEAD-SECTION
 SCALE: 1/8"=1'-0"



(B)
CHANNEL DREDGE-SECTION
 SCALE-HOR: 1"=100'-0"
 VERT: 1"=10'-0"



(C)
TYPICAL DREDGE-SECTION
 SCALE-HOR: 1"=100'-0"
 VERT: 1"=10'-0"

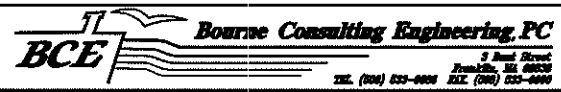


(D)
TYPICAL BEACH NOURISHMENT PROFILE
 SCALE: N.T.S.

| | | | |
|--------------|--------|------|-------|
| 100 YR FLOOD | +16.31 | NGVD | +2.31 |
| HTL | +4.82 | MLW | 0.0 |
| MHW | +3.72 | | -0.28 |

TITLE: **DREDGE SECTIONS PROJECT DETAILS**

IN: **SAQUATUCKET HARBOR**
 AT: **HARWICH**
 COUNTY: **BARNSTABLE** STATE: **MA**



PURPOSE: **MARINA RECONSTRUCTION**

APPLICATION BY: **TOWN OF HARWICH**

SHEET **7** OF **8**
 DATE: **03/29/16**

**Attachment D – Historic US Army Corps of Engineers
Permit**



DEPARTMENT OF THE ARMY
NEW ENGLAND DIVISION, CORPS OF ENGINEERS
424 TRAPELO ROAD
WALTHAM, MASSACHUSETTS 02254

Mr. Atkinson/jk/647

REPLY TO
ATTENTION OF

November 5, 1983

Operations Division, Regulatory Branch
NEDOD-R-25-83-182
MA-HARV-83-245
84-014

Town of Harwich
Town Hall
Main Street
Harwich, MA 02645

Gentlemen:

Attached is your Department of the Army permit authorizing the work described. As explained in our last letter, this is a limited authorization containing a stated set of conditions which must be complied with. If a contractor performs the work for you, both you and the contractor are responsible for assuring the work is done in conformance with the conditions and limitations of this permit. Please be sure the person who will do the work has read and understands the conditions of the permit.

Performing any work not specifically authorized by this permit, or failing to comply with its conditions, may subject you to the enforcement provisions of our regulations.

If any change in the plans or construction methods is found necessary, please contact us immediately to discuss modification of your permit. Any change must be approved before it is undertaken.

Condition (n) of this permit requires that you notify us before the work is begun so we may make timely inspections to insure compliance. To assist you in meeting this condition we have attached a notification form for you to fill out and return to us as soon as you are aware of when you intend to begin work.

Good luck with your project.

Sincerely,

William F. Lawless, P.E.
Chief, Regulatory Branch
Operations Division

PROJECT MANAGER *[Signature]*
SECTION CHIEF *[Signature]*
CHIEF REGULATORY BRANCH *[Signature]*

Attached

403 1343

Application No. 25-83-182 Permit Number MA-HARB-88-245

Name of Applicant Town of Harwich

Effective Date November 3, 1983 1-17-84

Expiration Date (if applicable) _____

DEPARTMENT OF THE ARMY

PERMIT

Referring to written request dated March 15, 1983 for a permit to:

Perform work in or affecting navigable waters of the United States upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403);

Discharge dredged or fill material into waters of the United States upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Federal Water Pollution Control Act (86 Stat. 816; P.L. 92-500);

Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (86 Stat. 1092; P.L. 92-532);

**Town of Harwich
Town Hall
Main Street
Harwich, Massachusetts 02645**

is hereby authorized by the Secretary of the Army:

to **expand an existing town marina into Federal anchorage. Work includes:**

1. Removal of 5-4' x 40' timber floats and their support piles.
2. Placement of 420' of 6' wide floats and approximately 62 piles. The outer edge of the float system will be 700' from the mean high water line.

These floats and tie-off piles will provide mooring space for 35 boats

in **Sagasket Harbor**

at **Harwich, Massachusetts**

in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (on drawings give file number or other definite identification marks).

**"Proposed Marina Expansion in Sagasket Harbor
County of Barnstable State of Massachusetts" in two sheets dated "3/8/83"**

subject to the following conditions:

I. General Conditions:

a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions j or k hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.

b. That all activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Federal Water Pollution Control Act of 1972 (P.L. 92-500; 86 Stat. 816), the Marine Protection, Research and Sanctuaries Act of 1972 (P.L. 92-532, 86 Stat. 1052), or pursuant to applicable State and local law.

c. That when the activity authorized herein involves a discharge during its construction or operation, of any pollutants (including dredged or fill material), into waters of the United States, the authorized activity shall, if applicable water quality standards are revised or modified during the term of this permit, be modified, if necessary, to conform with such revised or modified water quality standards within 6 months of the effective date of any revision or modification of water quality standards, or as directed by an implementation plan contained in such revised or modified standards, or within such longer period of time as the District Engineer, in consultation with the Regional Administrator of the Environmental Protection Agency, may determine to be reasonable under the circumstances.

d. That the discharge will not destroy a threatened or endangered species as identified under the Endangered Species Act, or endanger the critical habitat of such species.

e. That the permittee agrees to make every reasonable effort to prosecute the construction or operation of the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife, and natural environmental values.

f. That the permittee agrees that he will prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality.

g. That the permittee shall permit the District Engineer or his authorized representative or designee to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

h. That the permittee shall maintain the structure or work authorized herein in good condition and in accordance with the plans and drawings attached hereto.

i. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations nor does it obviate the requirement to obtain State or local assent required by law for the activity authorized herein.

j. That this permit may be summarily suspended, in whole or in part, upon a finding by the District Engineer that immediate suspension of the activity authorized herein would be in the general public interest. Such suspension shall be effective upon receipt by the permittee of a written notice thereof which shall indicate (1) the extent of the suspension, (2) the reasons for this action, and (3) any corrective or preventative measures to be taken by the permittee which are deemed necessary by the District Engineer to avert imminent hazards to the general public interest. The permittee shall take immediate action to comply with the provisions of this notice. Within ten days following receipt of this notice of suspension, the permittee may request a hearing in order to present information relevant to a decision as to whether his permit should be reinstated, modified or revoked. If a hearing is requested, it shall be conducted pursuant to procedures prescribed by the Chief of Engineers. After completion of the hearing, or within a reasonable time after issuance of the suspension notice to the permittee, if no hearing is requested, the permit will either be reinstated, modified or revoked.

k. That this permit may be either modified, suspended or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that there has been a violation of any of the terms or conditions of this permit or that such action would otherwise be in the public interest. Any such modification, suspension, or revocation shall become effective 30 days after receipt by the permittee of written notice of such action which shall specify the facts or conduct warranting same unless (1) within the 30-day period the permittee is able to satisfactorily demonstrate that (a) the alleged violation of the terms and the conditions of this permit did not, in fact, occur or (b) the alleged violation was accidental, and the permittee has been operating in compliance with the terms and conditions of the permit and is able to provide satisfactory assurances that future operations shall be in full compliance with the terms and conditions of this permit; or (2) within the aforesaid 30-day period, the permittee requests that a public hearing be held to present oral and written evidence concerning the proposed modification, suspension or revocation. The conduct of this hearing and the procedures for making a final decision either to modify, suspend or revoke this permit in whole or in part shall be pursuant to procedures prescribed by the Chief of Engineers.

l. That in issuing this permit, the Government has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete or inaccurate, this permit may be modified, suspended or revoked, in whole or in part, and/or the Government may, in addition, institute appropriate legal proceedings.

m. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.

n. That the permittee shall notify the District Engineer at what time the activity authorized herein will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of any suspension of work, if for a period of more than one week, resumption of work and its completion.

DEPARTMENT OF THE ARMY

247014

o. That if the activity authorized herein is not started on or before N/A (one year from the date of issuance of this permit unless otherwise specified) and is not completed on or before Dec 19 36 (three years from the date of issuance of this permit unless otherwise specified) this permit, if not previously revoked or specifically extended, shall automatically expire.

p. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

q. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition 1 hereof, he must restore the area to a condition satisfactory to the District Engineer.

r. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Register of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

s. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

t. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferor's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers his interests authorized herein by conveyance of title, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

II. Special Conditions (Here list conditions relating specifically to the proposed structure or work authorized by this permit):

a. **The floats and piles will be removed and replaced at the Town's expense when and if required to accommodate surveys or maintenance dredging of the Federal navigation project.**

b. **The facilities shall remain open to all on equal terms and be operated and maintained in accordance with the terms of local assurances for the Federal navigation project.**

408 1246

The following Special Conditions will be applicable when appropriate:

STRUCTURES IN OR AFFECTING NAVIGABLE WATERS OF THE UNITED STATES:

a. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.

b. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.

c. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

d. That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

e. Structures for Small Boats: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structure permitted herein and the safety of boats moored thereto from damage by wave wash and the permittee shall not hold the United States liable for any such damage.

MAINTENANCE DREDGING:

a. That when the work authorized herein includes periodic maintenance dredging, it may be performed under this permit for _____ years from the date of issuance of this permit (ten years unless otherwise indicated);

b. That the permittee will advise the District Engineer in writing at least two weeks before he intends to undertake any maintenance dredging.

DISCHARGES OF DREDGED OR FILL MATERIAL INTO WATERS OF THE UNITED STATES:

a. That the discharge will be carried out in conformity with the goals and objectives of the EPA Guidelines established pursuant to Section 404(b) of the FWPCA and published in 40 CFR 230;

b. That the discharge will consist of suitable material free from toxic pollutants in other than trace quantities;

c. That the fill created by the discharge will be properly maintained to prevent erosion and other non-point sources of pollution; and

d. That the discharge will not occur in a component of the National Wild and Scenic River System or in a component of a State wild and scenic river system.

DUMPING OF DREDGED MATERIAL INTO OCEAN WATERS:

a. That the dumping will be carried out in conformity with the goals, objectives, and requirements of the EPA criteria established pursuant to Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, published in 40 CFR 220-228.

b. That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation and/or dumping of the dredged material as authorized herein.

This permit shall become effective on the date of the District Engineer's signature.

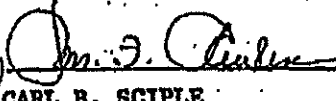
Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.


PERMITTEE

October 26, 1983
DATE

Barry A. Hemeon, Chairman, Board of Selectmen

BY AUTHORITY OF THE SECRETARY OF THE ARMY:


CARL B. SCIPLE

November 2, 1983
DATE

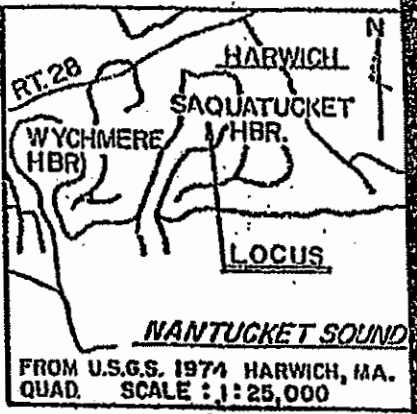
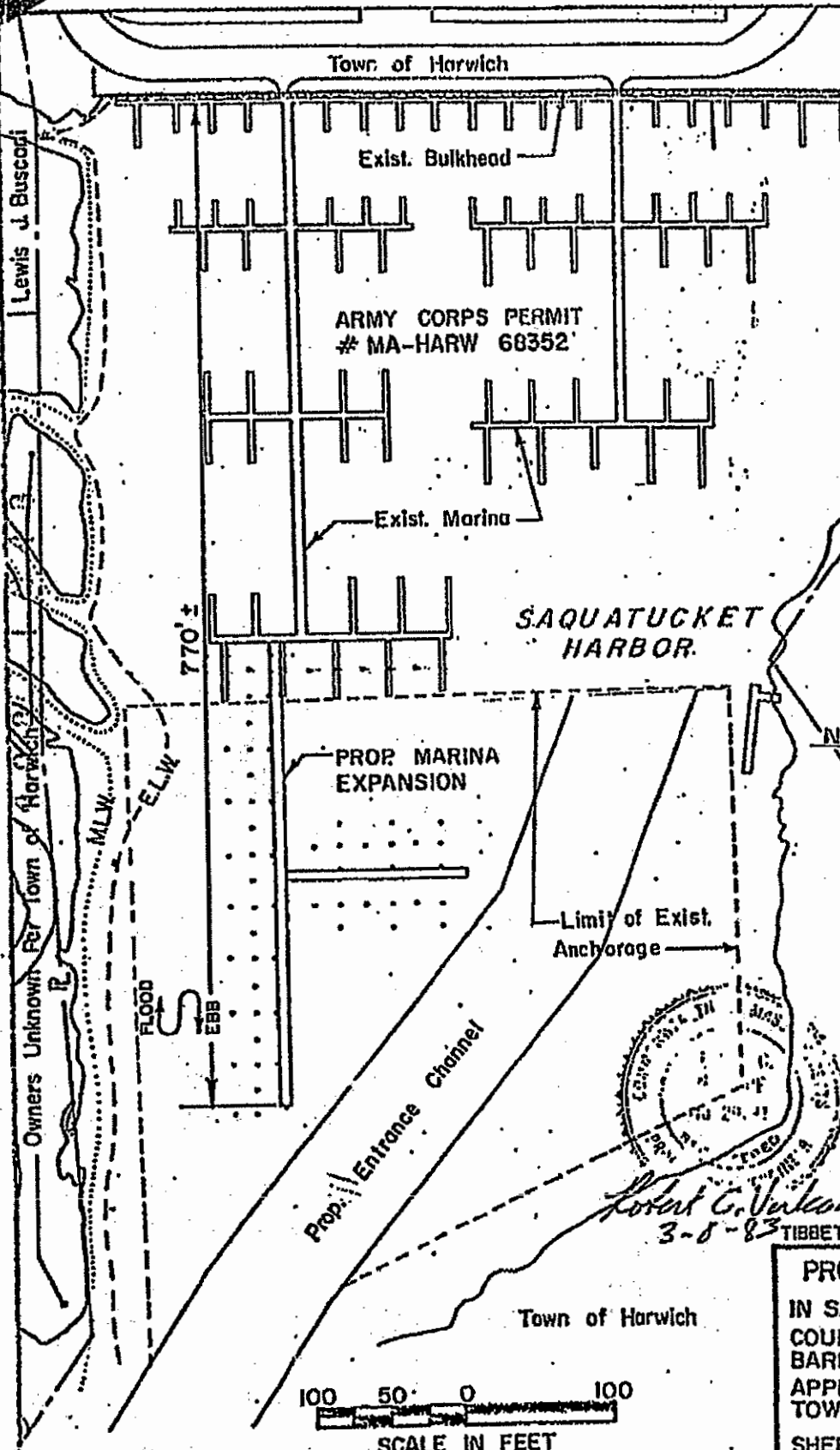
Colonel, Corps of Engineers
Division Engineer
U.S. ARMY, CORPS OF ENGINEERS

Transferee hereby agrees to comply with the terms and conditions of this permit.

TRANSFEREE

DATE

4081247



FROM U.S.G.S. 1974 HARWICH, MA. QUAD. SCALE : 1:25,000

1000 0 1000 2000

NOTES:

Elevations and soundings are in feet and tenths and refer to the Datum of Mean Low Water.
 This plan is prepared for license purposed only and is not for construction.
 Purpose - Construct floating docks and piles for public use.

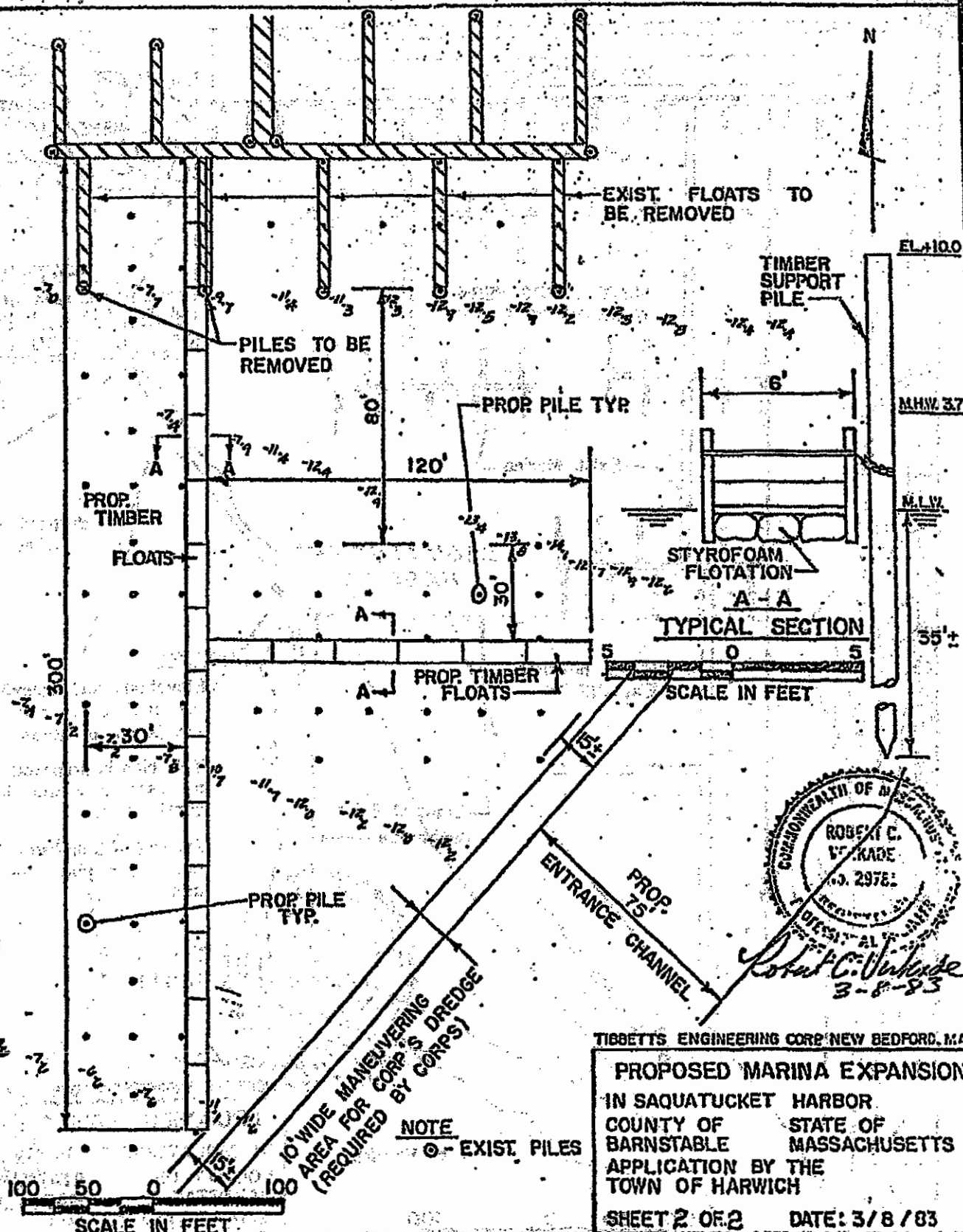
Robert G. Verloose
 3-8-83

TIBBETTS ENGINEERING CORP. NEW BEDFORD, MA.

PROPOSED MARINA EXPANSION
 IN SAQUATUCKET HARBOR
 COUNTY OF BARNSTABLE STATE OF MASSACHUSETTS
 APPLICATION BY THE TOWN OF HARWICH
 SHEET 1 OF 2 DATE: 3/8/83

100 50 0 100
 SCALE IN FEET

NOB 1249



COMMONWEALTH OF MASSACHUSETTS
 ROBERT C. VERHADE
 No. 29782
 PROFESSIONAL ENGINEER
Robert C. Verhade
 3-8-83

TIBBETTS ENGINEERING CORP. NEW BEDFORD, MA

PROPOSED MARINA EXPANSION
 IN SAQUATUCKET HARBOR
 COUNTY OF BARNSTABLE STATE OF MASSACHUSETTS
 APPLICATION BY THE TOWN OF HARWICH

SHEET 2 OF 2 DATE: 3/8/83

NOTE
 ⊙ - EXIST. PILES

10' WIDE MANEUVERING
 AREA FOR CORP'S DREDGE
 (REQUIRED BY CORPS)

STATEMENT OF FINDINGS AND ENVIRONMENTAL ASSESSMENT

1. Applicant: Town of Harwich

Application Number: 25-83-182

2. This permit action is being taken under authority delegated to the Division Engineer from the Secretary of the Army and the Chief of Engineers by Title 33, Code of Federal Regulations, Part 325.8, pursuant to:

- Section 10 of the River and Harbor Act of 1899
- Section 404 of the Clean Water Act
- Section 103 of the Marine Protection, Research and Sanctuaries Act

3. Character, location, and purpose of work: to remove 5 timber floats and their support piles and to place 420' of 6' wide floats and approximately 62 piles. The outer edge of the float system will be 770' from mean high water line. The additional mooring spaces will accommodate 35 recreational boats.

4. Environmental setting: Harwich is located in the southeast portion of Cape Cod approximately 12 miles from Hyannis. The terrain is fairly level along the south with rolling hills along the central and western section. Soils are predominately sandy loam with better textured soil along the south. The area is one of the choicest vacation areas in the state.

5. Character of resources impacted: Sandy bottom.

6. Relationship to existing uses: This is an expansion of an existing marina with floats placed in the adjacent Federal anchorage, an area set aside for anchoring boats but underutilized in the past due to difficulty of mooring with anchors.

4001300

7. The following checklist summarizes the anticipated impacts of the proposed project. On weighing the various factors, the net environmental effects are considered to be minor.

EFFECTS ON PUBLIC INTEREST FACTORS:

- | | | |
|-----------------------------------------------|------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> + Beneficial | <input type="checkbox"/> - Adverse | <input type="checkbox"/> Negligible Effect |
| <input type="checkbox"/> Water Quality | <input type="checkbox"/> Benthic Flora & Fauna | <input type="checkbox"/> Land Use Classification |
| <input type="checkbox"/> Wetlands | <input type="checkbox"/> Conservation | <input type="checkbox"/> Water Supply |
| <input type="checkbox"/> Navigation | <input checked="" type="checkbox"/> Recreation | <input type="checkbox"/> Food Production |
| <input type="checkbox"/> Flooding | <input type="checkbox"/> Historical | <input type="checkbox"/> Energy Needs |
| <input checked="" type="checkbox"/> Economics | <input type="checkbox"/> Drainage | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Circulation Patterns | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Wildlife | <input type="checkbox"/> Erosion/Accretion | <input type="checkbox"/> Safety |
| <input type="checkbox"/> Finfish/Plankton | | <input type="checkbox"/> Other |

EVALUATION OF AFFECTED PUBLIC INTEREST FACTORS:

408 1251

| FACTOR | ANTICIPATED EFFECT | | COMMENTS INCLUDING POSSIBLE CUMULATIVE EFFECTS |
|------------|---------------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Beneficial + Adverse - | | |
| | SHORT TERM | LONG TERM | |
| Economics | | + | Providing these additional tie-ups will increase the money available for harbor improvements and will increase money in circulation in the area with the ancillary benefits. |
| Recreation | | + | The applicant has a waiting list for tie-up space of about 175 names. These additional tie-ups would allow some of these people easier access to the water which will encourage more frequent use of the waters. |

8. Findings:

a. A Division of Waterways License was issued on October 7, 1983.

b. State Water Quality Certification is not required.

c. A public notice was issued on 23 June 1983 which described these floats. The notice also described the separate commercial fishing facilities expansion proposed by the Town and our own navigational improvement project for the same harbor. We subsequently determined that the subject floats (35 slips) could be considered individually, since the Town has indicated they would construct them with or without the commercial fishing project.

1. Nine letters of objection were received, but there were no specific concerns about these new floats. All comments appeared to be directed at the Federal/Town expansion project for the fishing fleet facilities.

2. A letter supporting the project was received from the Cape Cod Planning and Economic Development Commission.

3. During our Joint Processing Meeting of July 14, 1983, the Federal resources expressed concerns relating to a boat ramp relocation which is being done in conjunction with the commercial fishing facilities project. Subsequently, the Environmental Protection Agency, the National Marine Fisheries Service, and U.S. Fish & Wildlife Service representatives were contacted by telephone and stated they have no objection to the installation of the subject floats and tie-up piles.

4. Massachusetts Coastal Zone Management indicates the proposed addition of floats and piles is consistent with their program per letter dated September 30, 1983.

d. General Evaluation:

1. The applicant has a waiting list of about 175 names that has built up over the years. This list is posted at the Town Hall and at the Harbormaster's office. The proposed expansion of the float system is necessary to relieve some of this demand. There are no nearby alternative mooring areas as most of the marina facilities in the area are finding that they cannot satisfy the demand.

2. Concerns over the fishing basin project most frequently mentioned in the letters noted above related to the economics of the project, noise due to boats and trucks, traffic, fish odors, and fishing boats not using holding tanks. The recreational boats that would tie-up at the expanded mooring area would contribute only an insignificant amount to these factors. The Town has already appropriated the funds necessary for the new floats by Town Meeting vote. The concern for increased traffic on Rt. 28 refers to trucks taking fish to market. The mooring expansion should cause an insignificant increase in traffic on the road.

3. Construction of the floats will be done by the local Vocational Technical High School, thereby saving the Town close to \$30,000, provided the materials can be purchased by October 1983.

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4. The majority of this float configuration will encroach into our Andrews River Federal Anchorage. This permit has been conditioned to require the Town to remove them if we need to perform maintenance work. Also, they must manage the use of the floats such that they are available to all on equal terms.

5. Since this project can proceed independently, issuance of this permit will not preclude or prejudice our subsequent decision on the Town's proposal for construction of facilities for commercial fishing operations.

9. I find that based on the evaluation of environmental effects discussed in this document, the decision on this application is not a major Federal action significantly affecting the quality of the human environment. Hence, an environmental impact statement is not required.

10. I have considered all factors affecting the public interest including conservation, economics, aesthetics, general environmental concerns, historic values, fish and wildlife values, flood damage protection, land use classifications, navigation, recreation, water supply, water quality, public safety, energy needs, food production, and in general, the needs and welfare of the people. After weighing favorable and unfavorable effects as discussed in this document, I find it in the public interest to issue this permit.

C. B. ...

DIVISION ENGINEER

11 Oct '83

DATE



DEPARTMENT OF THE ARMY

NEW ENGLAND DIVISION, CORPS OF ENGINEERS

424 TRAPELO ROAD

WALTHAM, MASSACHUSETTS 02254

REPLY TO:
ATTENTION OF:

Operations Division
Regulatory Branch

NEDOD-R-25-83-1820

June 23, 1983

PUBLIC NOTICE

Town of Harwich, Attn: Richard C. Burton, II, Town Hall, Main Street, Harwich, Massachusetts 02645 has requested a Corps of Engineers permit under:

- (X) Section 10 of the River and Harbor Act of 1899.
- (X) Section 404 of the Clean Water Act.
- () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972.

to: Expand the existing fishing facilities to accommodate 37 additional boats and to increase the efficiency of handling catches in Saquatucket Harbor, Harwich, Massachusetts as shown on the attached drawings. This project is being done in conjunction with the Corps' Navigational Improvement Project for Saquatucket Harbor which was announced April 28, 1983. Our new channel project will extend to the proposed basin described below and shown on sheet 7. The town's work consists of:

1. Removing 16 finger piers and adding 420' of 6' wide floats and approximately 62 piles. The outer edge of the float system will be 770' from the mean high water. The additional slips are to compensate for projected slips eliminated due to proposed expansion plan.

(continued on page 1a)

In order to properly evaluate the proposal, we are seeking public comment. Anyone wishing to comment is encouraged to do so. Comments should be submitted in writing by July 25, 1983. If you need additional information, please contact Mr. Ralph Atkinson at the above address or by telephone at 617-647-8497, or use our toll-free line 1-800-343-4789 (use 1-800-362-4367 if calling within Massachusetts).

Any person may request, in writing, within the comment period specified in this notice, that a public hearing be held to consider the application. Requests for a public hearing shall specifically state the reasons for holding a public hearing. The Corps holds public hearings for the purpose of obtaining public comments, when that is the best means for understanding a wide variety of concerns from a diverse segment of the public.

Sincerely,
Robert H. Desista
ROBERT H. DESISTA
Chief, Processing Section
Regulatory Branch
Operations Division

SEE REVERSE SIDE FOR
DETAILS OF EVALUATION
FACTORS

DEPARTMENT OF THE ARMY

The decision whether to issue a permit will be based on an evaluation of the probable impact of the proposed activity on the public interest. That decision will reflect the national concern for both protection and utilization of important resources. The benefits which reasonably may be expected to accrue from the proposal must be balanced against its reasonably foreseeable detriments. All factors which may be relevant to the proposal will be considered, including the cumulative effects thereof; among these are conservation, economics, aesthetics, general environmental concerns, wetlands, cultural values, fish and wildlife values, flood hazards, flood plain values, land use, navigation, shoreline erosion and accretion, recreation, water supply and conservation, water quality, energy needs, safety, food production and, in general, the needs and welfare of the people.

Where the activity involves the discharge of dredged or fill material into waters of the United States or the transportation of dredged material for the purpose of disposing of it in ocean waters. The evaluation of the impact of the activity on the public interest will also include application of the guidelines promulgated by the Administrator, U.S. Environmental Protection Agency, under authority of Section 404(b) of the Clean Water Act, and/or Section 102(a) of the Marine Protection Research and Sanctuaries Act of 1972, as amended.

Based on his initial review, the Division Engineer has determined that little likelihood exists for the proposed work to impinge upon properties listed in or eligible for listing in the National Register of Historic Places and no further consideration of the requirements of the Preservation of Historical and Archaeological Data Act of 1974 is necessary. This determination is based on one or more of the following:

- a. The permit area has been extensively modified by previous work. (X)
- b. The permit area has been recently created. (X)
- c. The proposed activity is of limited nature and scope. (X)

Review of the latest published version of the National Register shows that no presence of registered properties or properties listed as being eligible for inclusion therein are in the permit area or general vicinity. Presently unknown archeological, scientific, pre-historic or historical data may be lost or destroyed by work to be accomplished under the requested permit.

The Division Engineer has also consulted the latest published list of threatened or endangered species and has made a preliminary determination that the proposed activity will not affect those species listed or their critical habitat.

The initial determinations made herein will be reviewed in light of facts submitted in response to this notice.

The following authorizations have been applied for or have been or will be obtained:

- (X) Permit, License or Assent from State, Massachusetts
- (X) Permit from Local Wetlands Agency or Conservation Commission
- (X) Water Quality Certification in accordance with Section 401 of the Clean Water Act

The States of Connecticut, Maine, Massachusetts, New Hampshire, and Rhode Island have approved Coastal Zone Management Programs. Where applicable, the applicant states that the proposed activity complies with and will be conducted in a manner that is consistent with this approved Coastal Zone Management Program. Issuance of a State permit from the appropriate State agency will indicate concurrence with this Statement of Consistency.

All comments will be considered a matter of public record. Copies of letters of objection will be forwarded to the applicant who will normally be requested to contact objectors directly in an effort to reach an understanding.

THIS NOTICE IS NOT AUTHORIZATION TO DO ANY WORK.

IF YOU WOULD PREFER NOT TO CONTINUE RECEIVING PUBLIC NOTICES, PLEASE CHECK HERE AND RETURN THIS PORTION OF THE PUBLIC NOTICE TO:

DEPARTMENT OF THE ARMY
 NEW ENGLAND DIVISION
 CORPS OF ENGINEERS
 ATTN: REGULATORY BRANCH
 424 TRAPELO ROAD
 WALTHAM, MA. 02254

NAME: _____

ADDRESS: _____

1 2 1 0 0 1

June 23, 1983

(continued from page 1)

2. Excavating a 220' X 400' rectangular basin which will have a bottom elevation of -8 mean low water and will be enclosed by steel sheet piling. 60,000 cubic yards of granular material will be removed. Then, 90' of existing bulkhead, which will serve as entrance to basin, will be removed and the balance of material in basin will be dredged. Dredged material will be used on site or disposed of at the town landfill.

3. Approximately 200' of main walkway and 11 finger piers will be removed from the existing dock system.

4. Five 55' X 6' pile and timber piers, 31 mooring piles, and a 20' X 75' concrete decked heavy duty pier will be built in the basin.

5. A 15' wide unloading platform will enclose three sides of the fish transfer building in the basin.

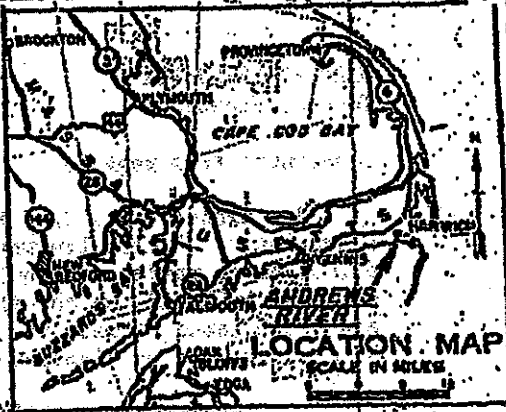
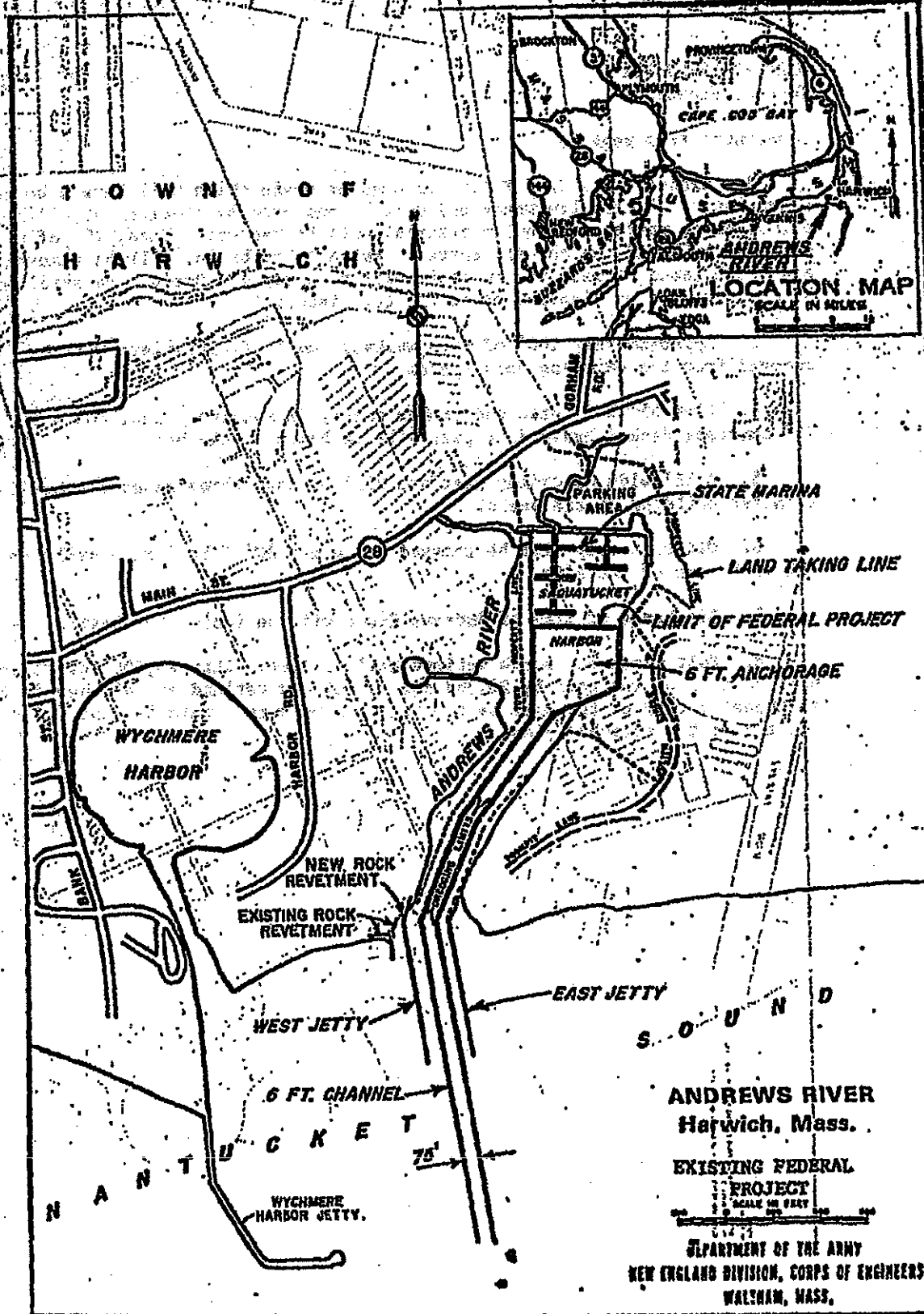
6. Old boat ramp will be removed and a new 30' X 120' ramp built on the west side of the site.

7. Discharge of flow of Andrews River will be inside the basin.

8. Salt marsh and scrub wetland will be lost. This 20,000 sq. ft. of wetland will be replaced by 20,383 sq. ft. of new wetland established in the southeast corner of the site as a mitigation measure. This is depicted on sheet 6 of the attached plans.

400 1256

40-8 1257

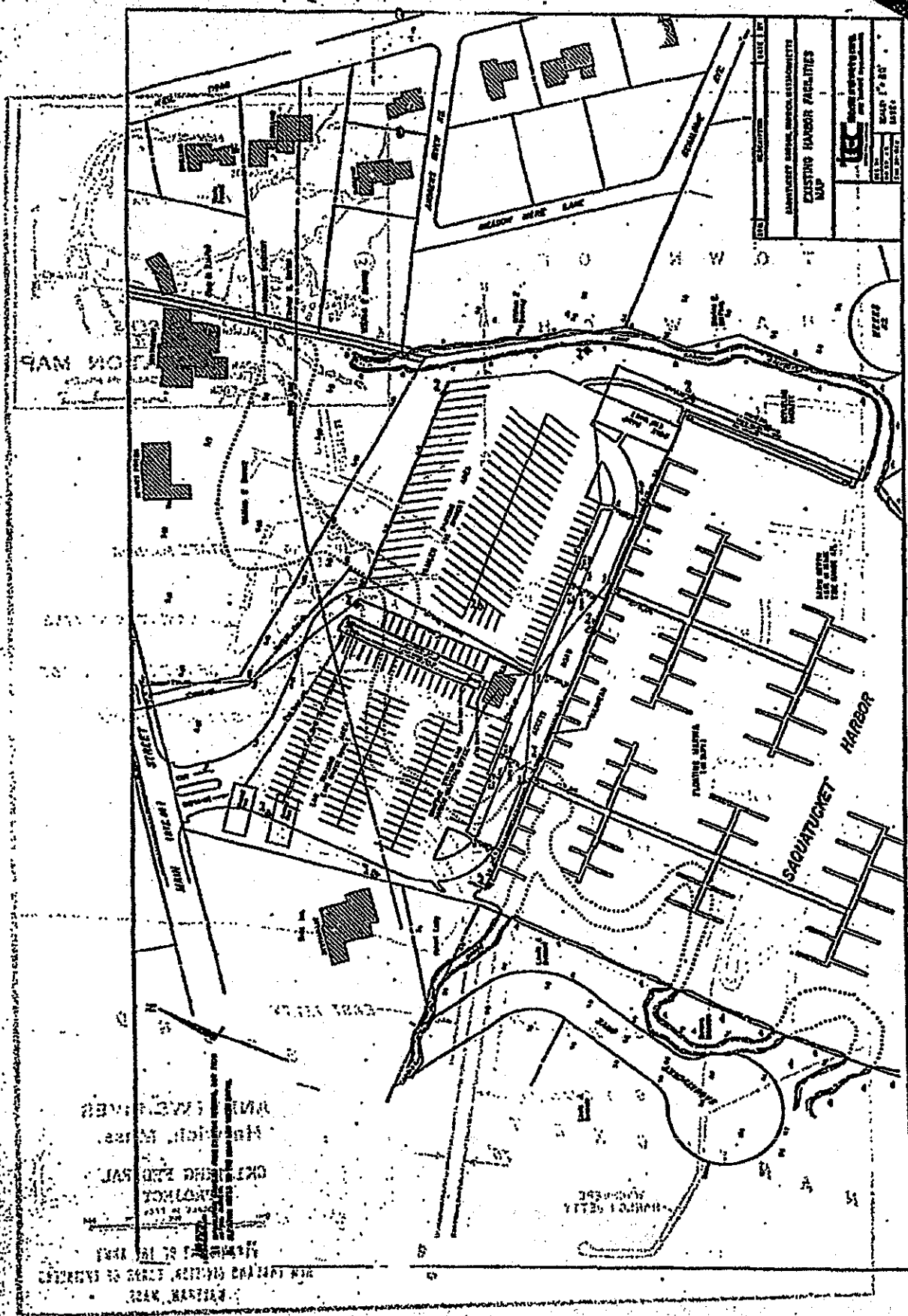


ANDREWS RIVER
 Harwich, Mass.

EXISTING FEDERAL PROJECT

SCALE IN FEET

DEPARTMENT OF THE ARMY
 NEW ENGLAND DIVISION, CORPS OF ENGINEERS
 WALTHAM, MASS.



SHEET NO. 100
 DATE 10/20/50
 DRAWN BY J. H. BROWN
 CHECKED BY J. H. BROWN
 PROJECT NO. 100

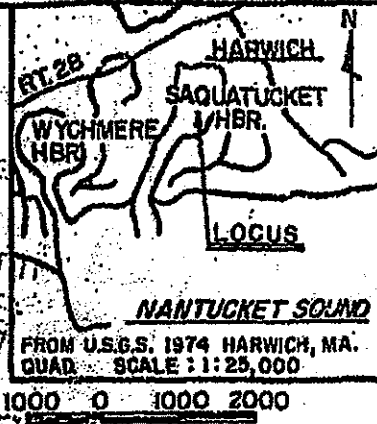
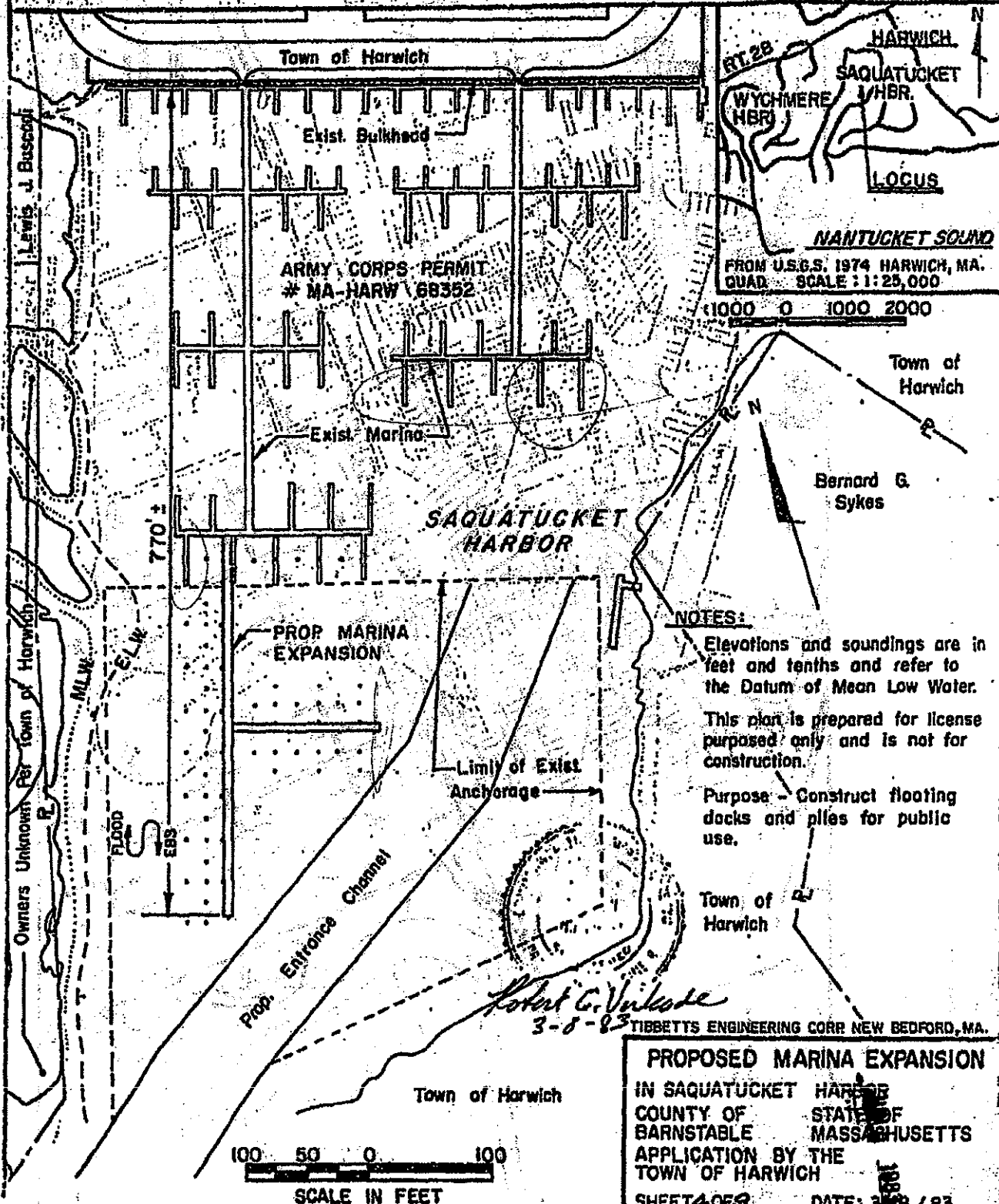
Sheet 2 of 3

SAQUATUCKET HARBOR
 SHIPYARD FACILITIES
 PLAN NO. 100
 SCALE 1" = 20'

Sheet 2 of 3

100 1 3 8

400 1259



NOTES:

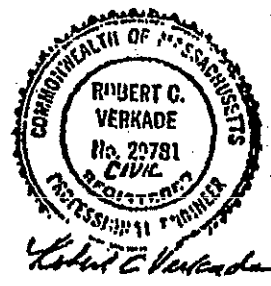
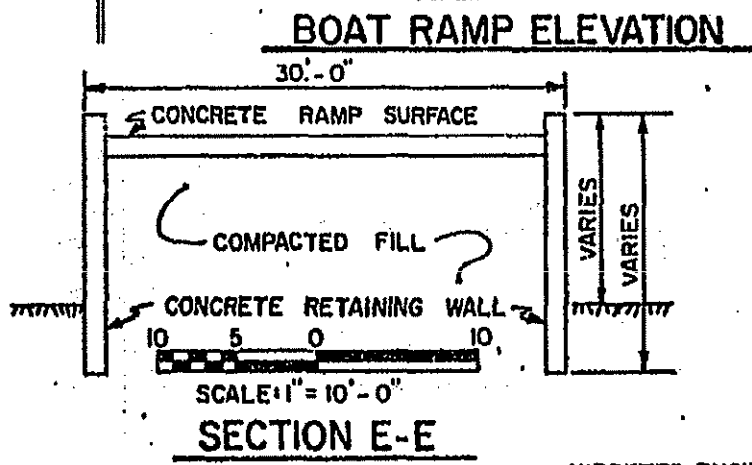
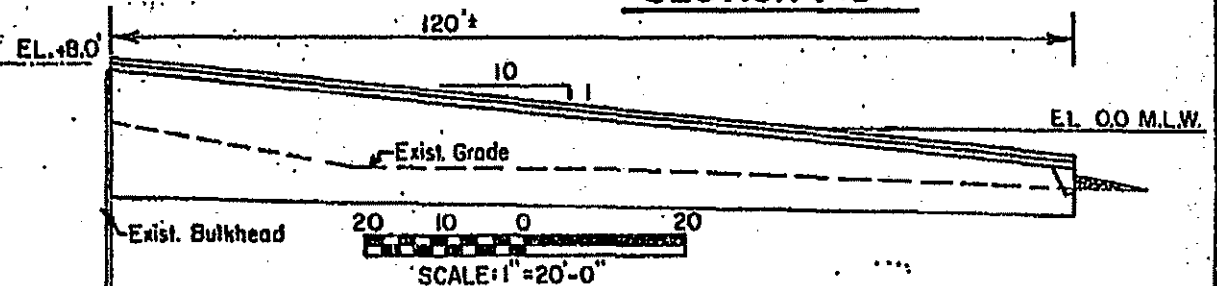
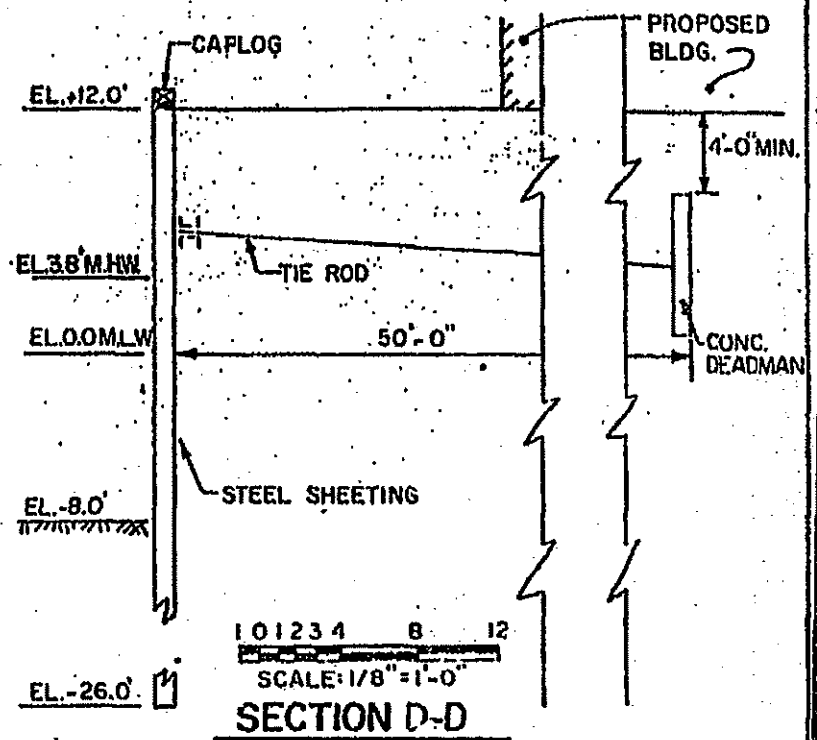
- Elevations and soundings are in feet and tenths and refer to the Datum of Mean Low Water.
- This plan is prepared for license purposes only and is not for construction.
- Purpose - Construct floating docks and piles for public use.

PROPOSED MARINA EXPANSION
 IN SAQUATUCKET HARBOR
 COUNTY OF BARNSTABLE STATE OF MASSACHUSETTS
 APPLICATION BY THE TOWN OF HARWICH
 SHEET 4 OF 9 DATE: 3/8/83

**CONSTRUCT AND MAINTAIN
BULKHEAD, FIXED PIERS,
EXCAVATION AND BOAT RAMP**
IN SAQUATUCKET HARBOR
TOWN OF HARWICH

COUNTY OF BARNSTABLE STATE OF MASSACHUSETTS
APPLICATION BY TOWN OF HARWICH
SHEET 9 OF 9 DATE: JUNE, 1981

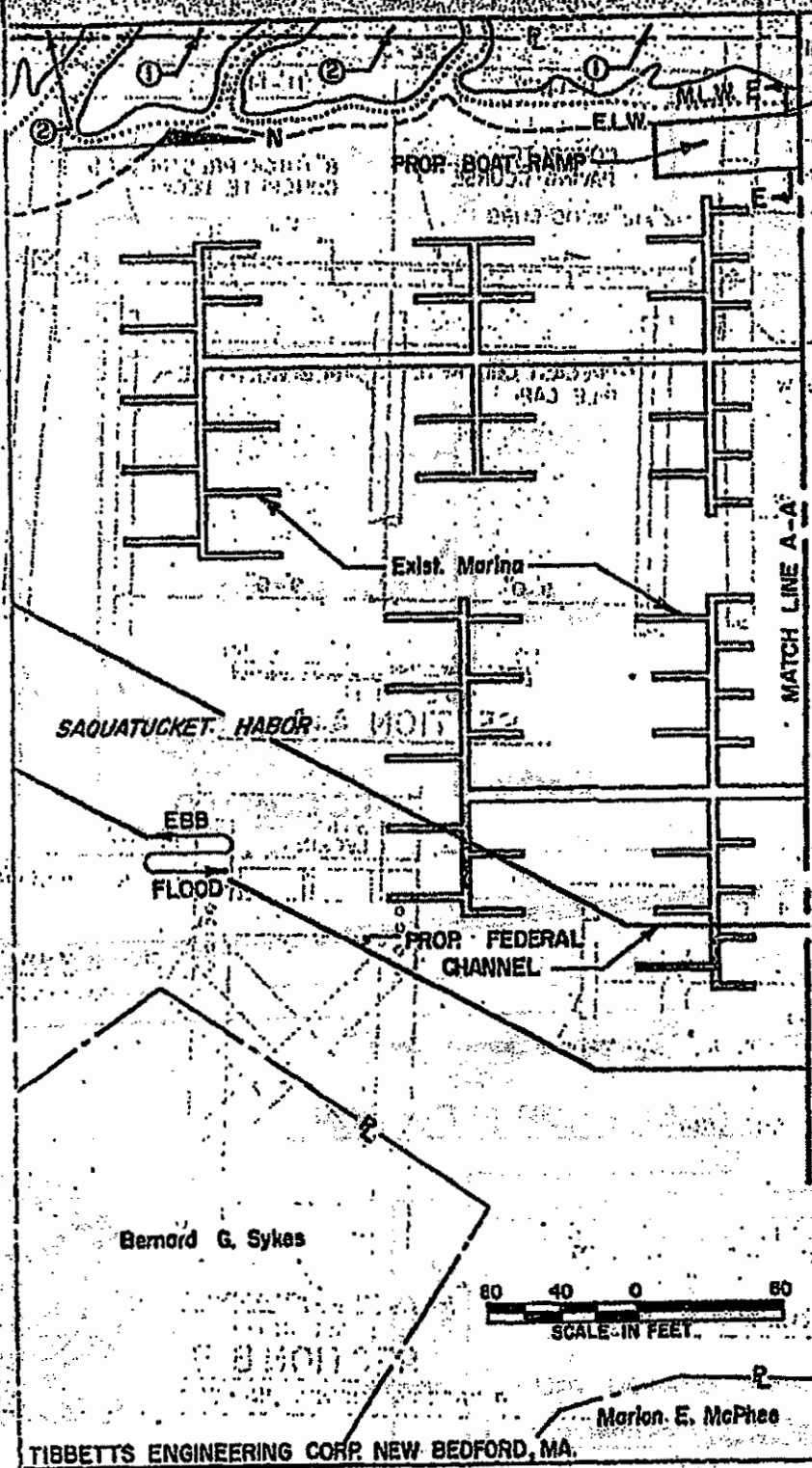
REVISED: APRIL, 1983



TIBBETTS ENGINEERING CORP. NEW BEDFORD, MASS.

408 1263

408 102623



NOTES:
 Floating piers to be removed to form access for federal channel denoted by solid filled areas.

- ① Lewis J. Busconi
- ② Owner Unknown Per Town of Harwich



Bernard G. Sykes



Marlon E. McPhee

TIBBETTS ENGINEERING CORP. NEW BEDFORD, MA.

REVISED: APRIL, 1983

CONSTRUCT AND MAINTAIN BULKHEAD, FIXED PIERS, EXCAVATION AND BOAT RAMP IN SAQUATUCKET HARBOR TOWN OF HARWICH

COUNTY OF BARNSTABLE STATE OF MASSACHUSETTS

APPLICATION BY TOWN OF HARWICH SHEET 7 OF 8 DATE: JUNE, 1981

**CONSTRUCT AND MAINTAIN
DULKHEAD, FIXED PIERS,
EXCAVATION AND BOAT RAMP**

IN SAQUATUCKET HARBOR
TOWN OF HARWICH

COUNTY OF BARNSTABLE STATE OF MASSACHUSETTS

APPLICATION BY TOWN OF HARWICH
SHEETS OF 9 DATE: JUNE, 1981

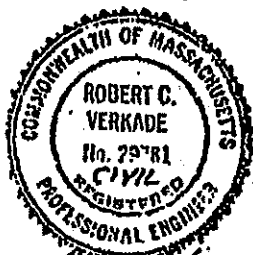
REVISED: APRIL, 1983

EL. +8.0'

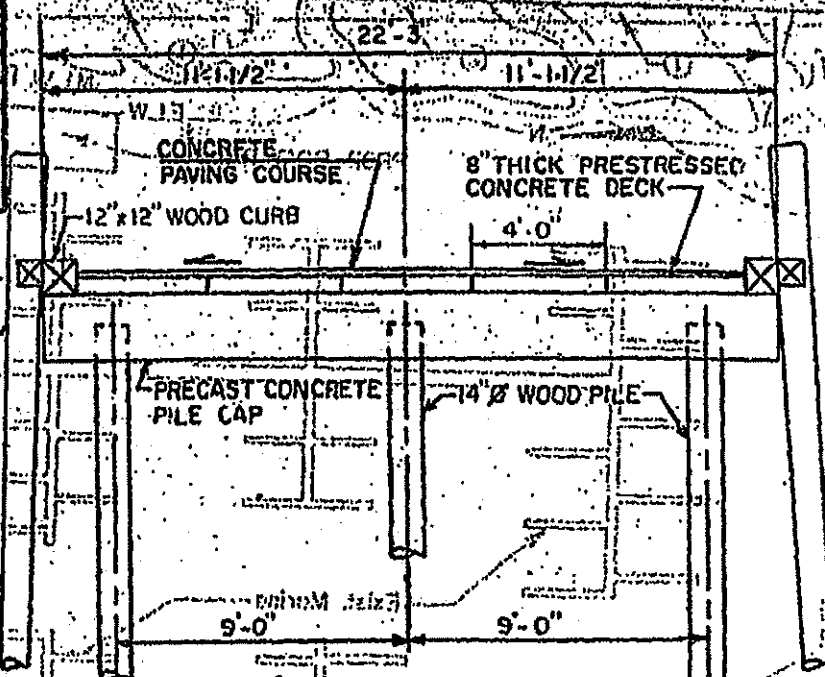
12" Ø WOOD
FENDER PILE

EL. +3.8' M.H.W.

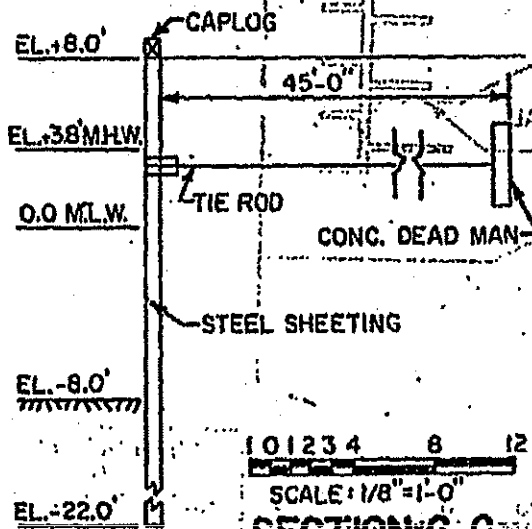
0.0 M.L.W.



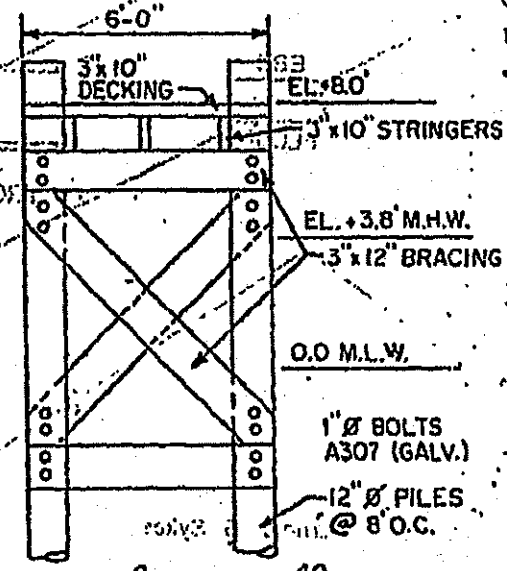
Robert C. Verkaide



SCALE IN FEET
SECTION A-A



SCALE: 1/8" = 1'-0"
SECTION C-C



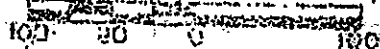
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SECTION B-B

400 1261

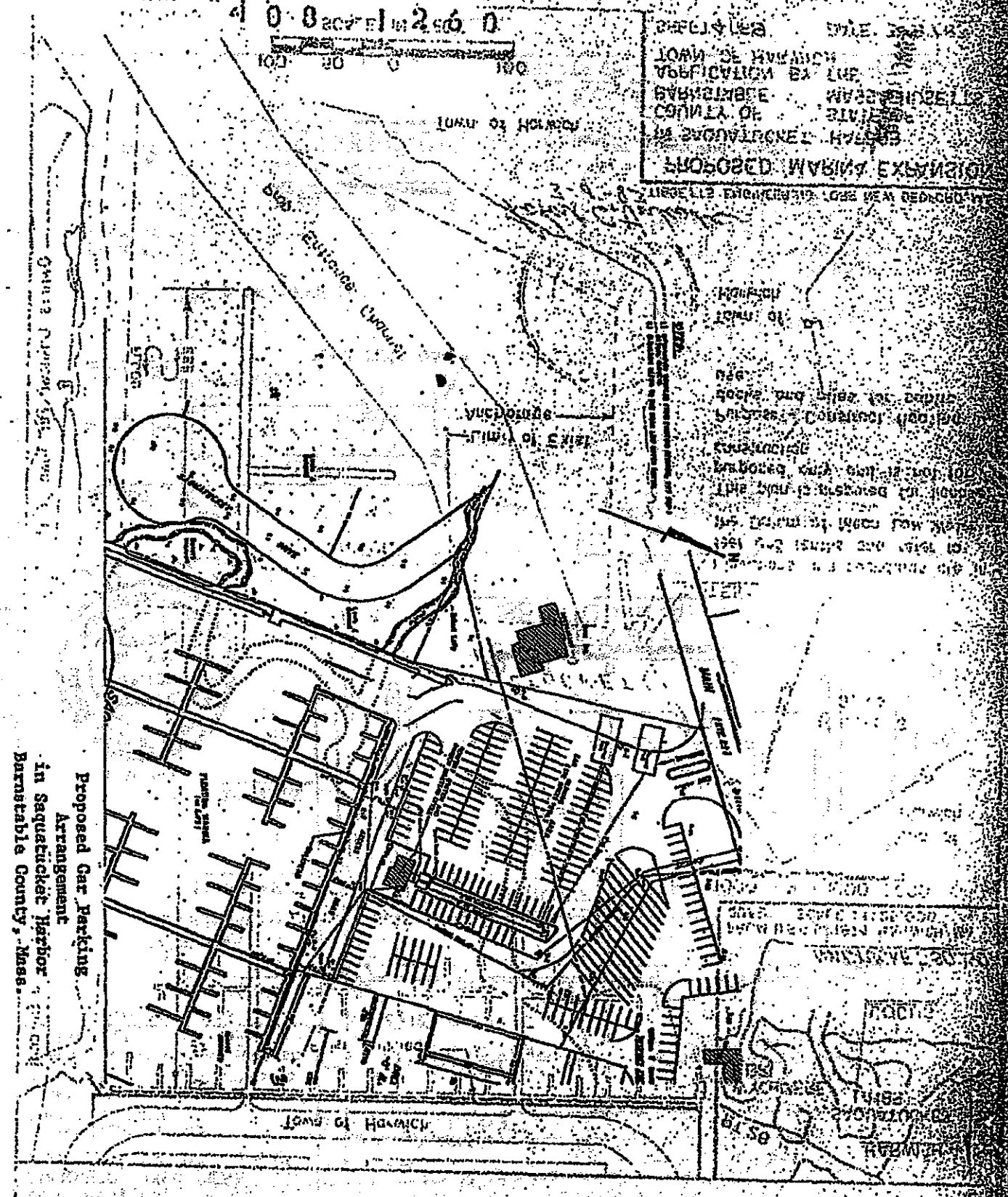
4120FF B

TIBBETTS ENGINEERING CORP. NEW BEDFORD, MASS.

10 8 207 11 2 50 0



PROPOSED MARINA EXHAUSTION
SCHEDULES ENCOUNTERED LOSS OF REDUCED



Proposed Marina
Arrangement
in Sagamore Harbor
Barnstable County, Mass.

Attachment E – Saquatucket Harbor Management Plan

Town of Harwich Harbor Management Plan



Adopted by the Board of Selectmen: January 26, 2004

Effective Date: February 9, 2004

Amended: March 15, 2004

Amended: April 12, 2004

Amended: August 16, 2004

Amended: January 18, 2005

Amended: March 7, 2005

Amended: July 5, 2005

Amended: October 11, 2005

Amended: March 27, 2006

Amended: October 30, 2006

Amended: December 17, 2007

Amended: January 14, 2008

Amended: May 19, 2008

Amended March 30, 2009

Amended September 21, 2009

Amended November 23, 2009

Amended February 28, 2011

Amended September 26, 2011

Amended October 24, 2011

Amended July 23, 2012

Amended October 15, 2012

Amended February 19, 2013

Amended July 29, 2013

Amended January 6, 2014

Amended March 10, 2014

Amended July 14, 2014

Amended December 1, 2014

Amended May 18, 2015

Amended May 26, 2015

Amended August 24, 2015

Amended January 4, 2016

Amended May 9, 2016

This document is available in PDF format on the Town of Harwich website:

www.harwich-ma.gov

Town of Harwich Harbor Management Plan

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1.0: Purpose

- a. The purpose of the Harwich Harbor Regulations is to promote public safety, define proper area usages and encourage mariner awareness of local Waterway By-Laws and Harwich Harbor rules and regulations. The Town of Harwich, through these regulations, intends to make assignment of moorings, slips and commercial permits under its jurisdiction fair, equitable and transparent. A clear goal is to enhance the enjoyment of the harbors for the recreational boater and usability/functionality for all commercial boaters and to the benefit of the Harwich residents.
- b. These regulations are adopted by the Board of Selectmen and the Harbormaster. The Board of Selectman, per the Town Charter, shall enact rules and regulations establishing town policies not otherwise governed by general law, including all policies relating to Municipal waterway fees. The Waterways Committee, with input from the Harbormaster, shall be responsible for the development of regulations and recommendations to the Board of Selectmen on waterway issues. The Harbormaster, per M.G.L. Chapters 102 and 91 Sections 10A and 10C, and its implementing Code of Massachusetts Regulations (310 CMR 9.00), shall adopt regulations for the permitting of moorings and the stationing of vessels, including commercial vessels lying within territorial jurisdiction of the Town of Harwich. Regulations adopted by the Harbormaster that need to be incorporated into the Harbor Management Plan shall be sent to the Board of Selectmen for review. In addition, the Harbormaster and Assistant Harbormasters are responsible for the enforcement of all applicable local and state laws and regulations, including the provisions of M.G.L. Chapter 90B and 323 CMR.
- c. Nothing in this Harbor Management Plan shall be construed as altering in any way the content and/or meaning of the provisions of Chapter 47, Boating and Waterways of the Town of Harwich By-Laws, MA State statute, or Code of Massachusetts Regulations.

2.0: DEFINITIONS

Beam (of a Boat): For the purpose of determining seasonal and year round dockage fees, the extreme straight line measurement in feet and inches perpendicular to the keel centerline from the port gunwale to the starboard gunwale.

Board Boats: For the purposes of these regulations, the following classes of vessels are considered as board boats: inflatables (under 12' feet in length); kayaks; canoes; dinghies; sailing dinghies; windsurfers; sailboards and rafts.

Boat: The term "boat" shall have the same meaning as the term "vessel" defined in General Laws, Chapter 90B, Section 1.

Boating Season: The boating season shall be defined as commencing at 4:00 a.m. on the Friday of Memorial Day weekend and concluding at 4:00 p.m. on the Monday of Columbus Day weekend.

Boat Transportation Agent: An individual or business entity, with liability insurance coverage 1.) Automobile liability coverage of \$1,000,000 minimum, and 2.) Bodily injury, and property damage commercial liability insurance of \$1,000,000 minimum, to qualify for an annual permit to transport, launch and retrieve any boats on the Town ramps. This permit includes the special provisions for stepping and/or removal of masts on sailboats, and any other crane or boom work done on boats at Town-owned properties.

Charter / Fishing / Passenger for Hire Boat: A boat operated as a commercial enterprise that carries passengers for hire for the purpose of fishing on the coastal waters. A "commercial enterprise" is defined as an operation where a person provides fishing guide or charter boat services in exchange for any consideration, including money, goods or services.

Charter Fishing Boat Special Permit: A permit issued by the Harbormaster for one (1) day or one (1) event, not to exceed two (2) days for the purpose of allowing resorts and other organizations to schedule fishing tournaments in the Town of Harwich. The purpose of the Charter Fishing Boat Special Permit is to allow non-Harwich based charter boats to participate in fishing tournaments needing the ability to load, unload and fuel in Harwich. Any organization requesting a Charter Fishing Boat Special Permit shall be responsible for providing the necessary documentation and insurance coverage as outlined under Section 7.0 of the Harbor Management Plan. If applicable, upon issuance of the Charter Fishing Boat Special Permit, the Harbormaster shall send copies to the Waterways Committee and the Board of Selectmen. Charter Fishing Boat Special Permits may be granted only

after all other available charter boats have been booked for the day sought. All Charter Fishing Boat Special Permit applications shall be submitted to and approved by the Harbormaster at least twenty four (24) hours prior to the date of event.

Commercial Fishing Boat: For the purposes of all contracts, lease agreements, mooring and offloading permits and waiting lists any boat that is exclusively engaged in the long lining, jigging, gillnetting, dragging, or potting of ground fish or crustaceans for sale to an authorized Massachusetts fish dealer only. A commercial fishing boat must be used solely for the purpose for which it is intended. Boats maintained for purposes of corporate entertainment under Internal Revenue Service standards shall not be considered commercial fishing boats for purposes of these regulations and waiting lists.

Deck: The surface of a wharf designed as the walkway for persons using same.

Deep Water Channel: The area of a water body wherein the depth of water is three (3') feet or more at mean low water.

Dinghy: Any small rowing skiff that is not to exceed 12' in length.

Ferry: A boat that operates as a commercial operation to transport people across a body of water on a regular schedule.

Floats: A floating platform designed to rise and fall with the tide anchored in position by pilings, chain, or otherwise and used in conjunction with a wharf to moor and give access to a boat.

Foreshore: A strip of land margining a body of water; the part of seashore between high-water and low-water marks.

Fresh Water Mooring Service Fee: Fee assessed for the equipment and maintenance of the Long Pond Public Mooring Fields.

Gangway: A ramp or platform used to provide access between a float or boat and a wharf.

Harbor Boat Tender Service: An individual or business entity, with adequate liability insurance (based on the Board of Selectmen's requirements) to qualify for an annual permit to transport people and goods to and from any boat, at any mooring in the Town of Harwich. This "on call service" using telephone and/or VHF radio will be a private service provided in the Town of Harwich. The individuals operating such boats need to have a current USCG license.

Horsepower: The aggregate rated horsepower of the propellant machinery at maximum operating revolutions per minute.

Length Overall (L.O.A.): For the purpose of determining seasonal and year round dockage fees and/or mooring classification, the extreme fore-aft measurement of a boat in feet and inches in a straight line parallel to the centerline from the top of transom to the foremost extension (includes pulpits or sprits).

Marina: The town-owned harbor marina and any person authorized to represent it shall be referred to herein as "the marina."

Marine Construction Maintenance Business: A business that includes but is not limited to the service of docks and moorings, building piers and bulkheads, towing boats, salvage and underwater services.

Mooring: Lines, cables, chains, mushrooms and anchors that hold a boat in place on the water and any floats, shackles, hardware associated therewith.

Mooring, Boatyard Transient: Moorings, of a transient nature, assigned to waterfront boatyards on an annual basis to accommodate the sale, repair & maintenance of watercraft. A boatyard, after the assignment of the specific number of annual mooring sites by the Board of Selectmen, can manage boatyard transient mooring sites as part of their normal business activities. The mooring inspection process would be the same as any other mooring in the Town of Harwich. Upon any change in ownership of the foregoing corporations, the new corporate entity may apply for the red mooring permits however; control of the moorings does not automatically transfer.

Mooring, Commercial Fishing Vessel: Established to ensure that the long history of commercial fishing vessels operating out of Harwich remains in the years to come. These moorings are permitted from the appropriate waitlists to persons who have indicated their intent to commercially fish. Federal and/or State Commercial Fishing license and a Class E offloading permit are required to be eligible for a Commercial Fishing Vessel Mooring.

Mooring Float or Sailing Changing/Dinghy Storage Float: A floating moored structure that is to be used for the purpose of a floating dock for two boats or for the storage of small sail boats and/or dinghies.

Mooring Hardware Supplier: Any individual or other business entity, that is in the business of selling or renting marine hardware.

Mooring Servicing Agent: An individual, corporation or other business entity with adequate liability insurance to qualify for an annual permit to perform mooring services and inspections in the Town of Harwich. In the Town of Harwich, a mooring servicing agent is an individual or corporation in the business of supplying, servicing and/or renting mooring hardware in the Town of Harwich for fresh and salt water boating use. This individual or corporation must have the required equipment to retrieve, inspect, repair, upgrade and replace the individual mooring to the assigned site (using GPS WAAS navigation). In addition the individual or corporation must certify that the proper mooring tag and mooring, permit sticker and client's name was in compliance with the Town of Harwich Waterways Regulations. This individual or corporation is required to apply for a Mooring Servicing Agent Permit for a term of three years, renewed annually by the Board of Selectmen. The issuance of a permit, to become a mooring servicing agent requires proof of the sufficient marine insurance to protect the Town from liability of the services provided. The Town of Harwich Harbormaster retains authority to manage all mooring activities, permits, inspections and fees, even where a Mooring Servicing Agent has primary responsibility and liability for management of a Mooring Servicing Field. Boat yards, yacht clubs or related commercial enterprises cannot inspect their own moorings; the Harbormaster or another mooring servicing agent must perform this function.

Mooring Servicing Fields: The mooring servicing fields are defined as follows: Allen Harbor; Wychmere Harbor (inner and outer); Pleasant Bay; Round Cove; Herring River. All mooring servicing fields shall be assigned a mooring servicing agent and alternates after a public process. In the event of a dispute between a mooring permit holder and a mooring servicing agent, the Harbormaster may elect to provide required mooring services, at fair market value and at the expense of the mooring permit holder.

Mooring, Special Purpose: A mooring granted to a yacht club or other business, by the Board of Selectmen. Special purpose moorings are meant to promote water sports and/or boating education. The fee for special purpose moorings shall be the same as the resident mooring fees. Upon any change in ownership of the foregoing entities, the new entity may apply for the related mooring permits however; control of the moorings does not automatically transfer. It is intended that special purpose moorings be used only for boats owned, leased or used by special purpose mooring permit holders, or by their patrons, customers or members.

Mooring, Working: Moorings assigned to a boatyard or a marine construction maintenance business for the purposes of operating their businesses and servicing their customers. Working moorings are separate and distinct from boatyard transient moorings. It is intended that working moorings be used only for boats owned, operated or being serviced by the boatyard to which they are assigned. Upon any change in ownership of the foregoing entity, the new entity may apply for the related mooring permits; however control of the moorings does not automatically transfer. See Appendix A for Working Mooring Assignment List.

Mooring/Slip Assignments: With the exception of boat yards, yacht clubs and selected special purpose businesses that have a special purpose mooring assignment, all individuals, business entities (or a combination of the two) and individual families having the same address, are limited to a maximum of two (2) mooring/slip assignments. This shall mean two (2) moorings; two Town (2) slips; or one (1) mooring and one (1) slip except as otherwise provided in these regulations and absent a showing of good cause for non-renewal, individuals or business entities assigned a mooring in one calendar year, shall be offered the same mooring site in the following calendar year. Mooring sites that are assigned but not occupied by mooring tackle and sites that are assigned and occupied by mooring tackle but are unoccupied by a boat for greater than 1 (one) year, shall surrender/lose said site. Any vacated moorings, moorings not renewed, or new moorings that may be added may only be assigned to an individual or corporation or other business entity who obtained such assignment via the Town of Harwich mooring waiting list process.

Motor Boat: Any boat propelled by machinery whether or not such machinery is the principal source of propulsion.

No Discharge Area Pump out Boat(s) And Agreements: A berth, as needed for a pump-out vessel(s) under contract with the Division of Marine Fisheries through the Clean Vessel Act Grant shall be made available and the charges for the storage, dockage and related expenses will be made to the CVA grant. Reimbursements from this grant will be deposited into the "Pump-Out Article" Account.

Owner: The owner of any boat berthed or using the marina or the authorized representative of the owner.

Piling: A column of material (wood, concrete, etc.) used to support the deck or other structural member of a wharf or to serve as a mooring spar or dolphin for boats or floats.

Plug-In, Seasonal: Electric power usage for those boats requiring 30 or 50 ampere hookup on a permanent basis from May 1 through November 15 of the calendar year to maintain basic electrical needs. Electric power usage outside of the defined seasonal period will be charged a nightly rate.

Resident: For the purpose of these regulations, residents shall be defined as:

- A. Property owners who reside year-round in Harwich
- B. Property owners who reside part-time in Harwich
- C. Current year-round leaseholders in Harwich

Proof of residency shall be determined by an applicant providing a Harwich property tax bill or current year-round lease in Harwich and a Massachusetts driver's license or other photo ID (permanently sealed in plastic).

Slip: An extension out into the water that serves as a place for landing or repairing boats.

Slip, Special Purpose Ferry: The Ferry Slip in Saquatucket Harbor is granted to an entity – corporate or otherwise – by the Board of Selectmen. This special purpose slip is meant to promote and maintain the continuity of the Ferry service in Harwich. Upon any change in ownership of the foregoing entity – corporate or otherwise – the new entity purchasing/owning the Ferry may apply for the related Ferry Slip, however, this slip does not automatically transfer. Special Note: The continuity of the Ferry Service between Harwich and Nantucket Island is well known to be of considerable/significant benefit to the Town of Harwich, the public and many businesses in the Town.

Town: The Town of Harwich and its authorized representatives.

Vessel: The term vessel shall have the same meaning as the term boat, as defined by these regulations

Waterfront Boatyard: A yard fronting or abutting a body of water where boats are built, repaired, and stored and often sold or rented.

Waterways Capital Improvement Receipts Reserve Fund: A MA Capital Improvement Receipts Reserve Fund pursuant to the provisions of M.G.L. Chapter 40, Section 5F funded by separate Waterways User Fees for the purposes of harbors and waterways annual maintenance requirements. The fee will be charged annually for all boats with the exception of 'Board Boats' as defined in the Harwich Harbor Management Plan. Expenditure requests from this fund by the Harbormaster must be approved by a vote at Annual Town Meeting.

Waterways Improvement and Maintenance Fund: A Municipal Waterways Improvement and Maintenance Fund pursuant to M.G.L. Chapter 40, Section 5G and Chapter 91, Section 10A funded by all annual mooring fees and one-half the annual boat excise tax for the purpose of waterways improvements and maintenance. Expenditure requests from this fund by the Harbormaster must be approved by the Town Administrator

Wharf: Any structure built along or at an angle from the shore and extending seaward beyond the mean high water mark so that the boats may lie alongside to receive and discharge passengers or cargo for use as a promenade and shall include structures commonly referred to as docks or piers.

Yacht: Recreational boat or vessel propelled by sail or motor-driven power, used especially for pleasure cruising, racing, etc.

Yacht Club: A club established for the promotion and support of yachting, boating and related activities.

3.0 MOORING AND SLIP PERMITS AND REGULATIONS

The demand for moorings and slips in the Town of Harwich significantly exceeds the supply. In order to be fair and equitable in the assignment of moorings and slips, and to maximize the use of available moorings and slips, the following regulations shall be in effect:

3.1 Mooring Permit

All persons owning, leasing, or providing moorings for boats wherein such moorings shall be situated within 400 yards from the mean low water mark of the foreshores of the Town of Harwich, in waters salt or fresh unless otherwise exempt, shall be required to pay for individual mooring permits to be issued by the Harbormaster annually for the period April 1st through 31st of March of the following year. In an effort to keep an accurate accounting of the number of moorings to open prior to each season, and to allow the Harbormaster's office sufficient time to offer open moorings to applicants on the waiting list, all mooring permit applications shall be sent out by the Harbormaster's Office no later than February 1st of each year and must be returned to said office by March 15th with payment of the appropriate fee as defined in Appendix B – Marine Fee Schedule. All persons requiring such permits shall further be required to execute in full, a mooring application which shall be submitted to the Harbormaster with the annual payment. No permit shall be issued by the Town without payment and the permit application each executed in full. The burden to provide a completed application and full payment on or before March 15th rests with the applicant. Failure to meet the March 15th deadline will result in a late fee per Appendix B. Failure to pay the required mooring permit/late fee by April 1st will result in immediate forfeiture of the mooring. It is also the responsibility of any mooring holder to provide the Harbormaster with their accurate mailing address.

3.2 Slip Permit Deposit:

A non-refundable 1/3 deposit on all dockage for the upcoming season shall be due no later than December 1st. Failure to meet the December 1st deadline will result in a late fee per Appendix B. Failure to pay the required deposit/late fee by December 15th will result in immediate forfeiture of the slip.

3.3 Slip Permit Final Payment:

Final 2/3 Balance on all dockage for the upcoming season shall be due no later than March 1st. Failure to meet the March 1st deadline will result in a late fee per Appendix B. Failure to pay the required Final Balance/late fee by March 15th will result in immediate forfeiture of the slip.

3.4 Mooring and Slip Assignment and Mooring and Slip Waiting Lists

The Harbormaster shall maintain and make available to the public one, and only one, town-wide comprehensive list of all mooring assignments and slip assignments segmented by geographic location. The Harbormaster shall maintain and make available to the public one, and only one, comprehensive mooring waiting list and one town slip waiting list. All applicants who have properly filed with the Harbormaster for the mooring waiting list and/or the separate town slip waiting list for salt water in the Town of Harwich shall be listed. These lists shall be organized according to the specific location desired. Any individual/entity which reaches the top of the mooring and/or slip waiting list may elect to "pass" on an assignment twice per list. If the individual/entity passes on the third offer, they shall be removed from the relevant list without recourse. This is referred to as a "three strikes and you're out" policy.

Wychmere Inner Harbor Mooring Field has reached the saturation point for boats able to fit in the physical space of the harbor. The Wychmere Inner Harbor mooring assignments shall be frozen once the 2006 boats are assigned to their respective moorings. For boats on moorings in the Inner Harbor, the maximum size shall be 36' feet.

The Waiting List and Mooring Assignments for Wychmere Inner Harbor shall be subdivided into four (4) size classes (Length Over All = LOA) as follows:

- 1.) Under 20'
- 2.) 20' – 25'
- 3.) 26' – 30'
- 4.) 31' – 36' maximum

LOA is defined as the furthest extension of the bow on deck to the furthest extension astern (including aft extension of outboard motors when tipped up and or anchor davits).

Any changes in size of existing boats on existing moorings must be approved by both the Harbormaster and the Mooring Servicing Agent prior to placement of the boat on the mooring. The Harbormaster shall have the final determination as to whether a larger boat may be accommodated. Special Purpose Moorings are excluded from classification.

3.5 Eligibility for Mooring or Slip Assignment and/or Mooring or Slip Waiting List

Any person wishing to have his/her name placed on either the slip or mooring waiting list must do so by submitting the application and appropriate fee to the Harbormaster Department. Annual renewals will be mailed out as a courtesy with a deadline of a post marked date no later than April 1st. Any applications received after the post mark date of April 1st will be returned and removed from the waitlist.

3.6 Harwich Slip and Mooring Assignment List

All moorings and all town-owned slips in salt water in the Town of Harwich, which are assigned for the current boating season, shall be listed on the Harwich slip assignment list and the separate Harwich mooring assignment list annually. Each of these lists shall identify the current boat occupancy status according to the specific location assigned. No individual, business entity or combination would be allowed to have more than two moorings and/or two Town of Harwich owned boat slips unless awarded under the Town of Harwich boatyard transient and/or special purpose mooring categories. This means a maximum of two (2) moorings; two (2) town-owned slips or one (1) mooring and one (1) town-owned slip.

3.7 Fee Exempt Status

The following are exempt from mooring and/or dockage fees:

- A. A skiff, board boat, or similar boat or vessel, left on the private foreshores or designated Town-owned launching areas as described in the Town of Harwich Bylaw.
- B. Any vessel moored/docked for less than 2 weeks at a private facility within the foreshores of the Town of Harwich.

3.8 Fee Classification

- A. Boats under 25' feet length overall shall pay a mooring fee for Class 3 boat.
- B. Boats over 25' feet length overall and under 35 feet length overall shall pay a mooring fee for a Class 2 boat.
- C. Boats over 35' feet overall shall pay a fee for a Class 1 boat.

3.9 Mooring Assignments

- A. The Harbormaster shall assign moorings on an annual basis including moorings furnished or controlled by private clubs, private boat yards, marinas, and individual owners. No person shall cause a mooring to be placed in Harwich waters except as assigned by the Harbormaster.
- B. Moorings for which fees are unpaid are subject to removal by the Harbormaster and, further, such moorings may be sold under the statutes of abandonment of the Commonwealth after removal by the Town. Harbormaster costs for the removal of such moorings will be charged to the owner.
- C. Mechanical configurations of all moorings under annual fee must conform to existing harbor regulations. Consult the Harbormaster for applicable specifications.
- D. Checks for payment of fees are made payable to the Town of Harwich and should be mailed with the completed permit application or delivered to the Harbormaster in person. Mooring permits may be picked up at the Harbormaster's Office at Saquatucket Harbor, Harwich Port.
- E. The Harbormaster will issue transom stickers to all permit holders who must then attach them to the vessel's transom.
- F. Mooring permits cannot be passed through partnerships or willed to the next generation and may only be transferred to an immediate family member (surviving spouse). A fair and equitable system of waiting list(s) shall be maintained by the Harbormaster for the assignment of vacated spaces as they become available.

- G. Permanent subletting of any mooring is strictly prohibited and shall result in immediate and permanent forfeiture of the mooring.
- H. The Harbormaster of the Town shall refuse to allow a boat to moor, dock, or otherwise be situated within the waterways of the Town for failure to pay boat excise tax.
- I. If the following three (3) criteria apply, the Harbormaster may consider a private property mooring:
 - 1. The residential property has waterways frontage
 - 2. The residential property does not border on an established mooring area
 - 3. The residence is located more than one-half mile by water from a town landing (this does not apply to moorings in Long Pond)

The property owner may apply to the Harbormaster for a mooring permit to be assigned to the vessel owned by the property owner. The Harbormaster shall determine if the placement of the mooring is appropriate in his sole determination. The Harbormaster may, at his sole discretion, allow up to two such mooring permits per property. The mooring shall be set back a minimum of 15 feet from the side yard property lines as extended into the water. Mooring fees shall be in accordance with Appendix B. A Mooring Servicing Agent may be engaged as per the Harbor Management Plan. Any grant of permit shall cease upon sale/transfer of property.

3.10 Boatyard Transient Moorings

In recognition of the needs of waterfront boatyards to sell, repair and maintain watercraft, a special classification of moorings referred to as boatyard transient moorings is hereby established. Each waterfront boatyard within the Town of Harwich may apply for and be granted up to six (6) boatyard transient moorings. Once assigned/renewed by the Board of Selectmen, these moorings would be used by the boatyards to facilitate the sale, repair & maintenance of watercraft. Boatyard transient moorings will be the first six (6) which become available from the group of moorings the boatyard previously managed.

Once assigned by the Board of Selectmen, the boatyard transient moorings shall be controlled by the boatyard and the use shall be dictated by the boatyard. Moorings designated under this category shall be included on the master mooring list maintained by the Harbormaster. The boatyard transient mooring fee shall be the same as the fee charged for an individual mooring for a resident in the largest size category of moorings. In the event that the demand for these boatyard transient moorings exceeds the number of moorings available, each boatyard shall assign moorings from a waiting list in a fair and equitable manner. In all cases the boatyard shall provide a list of mooring occupants to the Harbormaster no later than July 1st of each year.

Any boatyard which already is assigned a mooring(s) (working moorings) in the name of the boatyard shall be eligible to retain and renew annually said mooring(s) in addition to any boatyard transient mooring.

3.11 Mooring Forfeiture

Due to the demand for moorings in the waters off of Harwich, failure to occupy a mooring for a minimum of 30 days during the boating season as defined in Section 2.0, will constitute forfeiture of the mooring. Board boats shall not be considered as vessels that satisfy substantial occupancy

3.12 Mooring Servicing Agent Requirements

All person(s) or corporations or other business entities issued a Mooring Servicing Agent Permit by the Harwich Board of Selectmen shall meet the following requirements:

- 1. Hold current and sufficient marine insurance, specifically:
 - A. A minimum of \$500,000 Marina Operator's Legal Liability and Protection and Indemnity
- 2. Possess for use a properly registered workboat/barge with crane or hoist with sufficient lifting capacity
- 3. Possess and maintain an on-hand inventory of all tackle components (mooring balls, chain, mushroom anchors, shackles, lines, etc.)
- 4. Have the ability to provide daily monitoring of mooring field(s)

5. Have qualified and sufficient staffing to perform any functions related to moorings 24 hours/day, 7 days/week, such as pumping after heavy rain, separating tangled boats, identifying a potential boat in distress, etc.
6. Have the ability and qualifications to provide storm preparation and emergency services
7. Have the flexibility to provide complete mooring service packages or a la carte such as haul out, set up, painting, and pick up
8. Have the clerical capability to process applications and conduct inspections, and support the issuance of stickers and tags in cooperation with the Harbormaster.
9. Have access to diving services, when necessary, to perform repairs or retrieve lost tackle.
10. Provide a written inspection report to the Harbormaster within five (5) days of having performed an inspection of any mooring.

Non-compliance with any regulation herein will be sufficient cause for the suspension or revocation of a Mooring Servicing Agent Permit issued under these regulations, following notice and opportunity to be heard. If in the opinion of the Board of Selectmen, acting as Issuing Authority, a Mooring Servicing Agent ("Permittee") ceases to be engaged in the business he/she is authorized by permit to pursue, or fails to maintain upon his/her premises the implements, facilities, equipment, or capacity required by these regulations, such cessation or failure shall constitute cause for suspension or revocation of his/her Mooring Servicing Agent Permit, following reasonable notice and opportunity to be heard. If a Permittee at any time conducts his/her business in a manner considered by the Board of Selectmen, in its sole discretion, to be improper, the Board of Selectmen, after reasonable notice and opportunity to be heard, may upon satisfactory proof thereof suspend or revoke his/her Mooring Servicing Agent Permit. Violation by a Permittee of any regulation herein, as currently enacted or as may from time to time be added or amended, or any other regulation which shall govern the conduct of the Permittee, shall be grounds for suspension or revocation of a Mooring Servicing Agent Permit following reasonable notice and opportunity to be heard.

3.13 Special Purpose Mooring Requirements and Regulations

Special purpose moorings are applied for through the Harbormaster Department and awarded by the Board of Selectmen. An applicant for a special purpose mooring must be able to provide vehicle parking spaces as required in the Town of Harwich Zoning regulations if applicable.

The applicant must meet all Town of Harwich Fire & Emergency and Conservation regulations.

The special purpose applicant must provide:

1. A dinghy dock and/or dinghy loaner for assigned mooring users
2. Temporary dock tie up for loading and unloading
3. Access to a fresh water source at this temporary docking area
4. Pump-out facility for holding tanks

The number of moorings awarded will be renewed on an annual basis for special purpose uses. In the event that a special purpose mooring permit is not renewed by the March 15th deadline, late fees will apply as defined in Appendix B – Marine Fee Schedule. Failure to pay will result in forfeiture of permit and the application process will be required for a new permit.

Moorings may not be sold, transferred or assigned to any person, corporation, partnership, organization or entity other than the permitted user of such mooring in the previous season. Upon any change in ownership of the foregoing corporations, the new corporate entity may apply for the related mooring permits (control of the moorings does not automatically transfer).

Permission must be obtained from the Harbormaster before a mooring permit holder changes boats at the same mooring location. Violation of this section may be subject to revocation of the mooring permit.

Motif Display Mooring: Based on individual requests to the Harbormaster, permit can be allowed for a temporary mooring of a small vessel for purposes of a tasteful seasonal motif in an area north of the Route 28 Bridge on the Herring River in shallow water which is not conducive to mooring or navigation areas of the regular boats.

3.14 Commercial Fishing Vessel Mooring Requirements and Regulations

As of May 9, 2016 a small number of moorings have been designated to commercial fishing vessels operating out of Harwich. There are two moorings in the Inner Harbor and four moorings in the Outer Harbor, see Appendix A. The following regulations apply to Commercial Fishing Vessel Moorings:

1. There will be no separate waitlist for the commercial fishing vessel moorings; intent to commercially fish from a mooring must be indicated on initial waitlist application.
2. When a designated commercial fishing vessel mooring becomes available, the Harbormaster will go to the respective waitlist and select the first person on the waitlist that intends to commercially fish. All persons on the waitlist that are recreational boaters will be bypassed.
3. In order to accept an offer for a commercial fishing vessel mooring, the applicant must have a commercial fishing license and must purchase a Class E offloading permit from this office, and comply with permit requirements as outlined in Section 8.0.
4. If the permit holder of a commercial fishing vessel mooring decides to stop commercially fishing and fails to renew the required Class E permit, the mooring permit will be revoked and assigned to the next licensed commercial fishermen on the waitlist.
5. A licensed commercial fisherman who is on the waitlist is not prohibited from accepting an offer for a non-designated commercial fishing mooring as long as there is a Class E permit available to allow commercial fishing. However, the mooring does not become a designated commercial fishing mooring, when vacated.

4.0 MOORING TACKLE AND EQUIPMENT

These specifications are established to set a minimum safety standard for mooring tackle and equipment within the Town of Harwich.

4.1 General Tackle Requirements

- A. Adequate size Mushroom or Pyramid anchors only, per Appendix C. (Substitutions are not permitted without the approval of the Harbormaster).
- B. Length of chain and hawser to be determined by Mooring Servicing Agent and/or Harbormaster.
- C. All mooring buoys must be of soft foam or plastic material. Color must be white with a blue band and mooring number/owners last name must be displayed on the mooring buoy in contrasting color not less than 3".
- D. Mooring painters and lines must be of a non-floating type material. The painter thickness must be in accordance with Appendix C. Double painters are recommended for all exposed areas and chaffing gear is recommended for both exposed and protected areas.
- E. Shackles must be seized with stainless wire, 12 gauge copper wire, or tough plastic cable ties and must also be the same size or larger than the chain.
- F. All mooring equipment must be inspected by the Mooring Servicing Agent per Section 3.13.
- G. Winter mooring sticks must be white with a blue stripe, marked with the mooring number, float at a 45 degree angle and show 18" above the water.

4.2 Other Mooring Information

- A. Acceptable applications will receive one transom sticker which will be mailed to your winter address unless otherwise indicated.
- B. All moored boats must display a current mooring sticker on the upper starboard side of the stern transom of the boat. All moorings will also have the mooring number and the last name of the current mooring holder clearly printed on the assigned mooring.

- C. A copy of current harbor regulations will be made available on request. Failure to comply with any and all regulations will result in loss of mooring privileges.
- D. The Harbormaster reserves the right to charge for any alterations or services provided by the Harbormaster to any mooring or boat in addition to the permit fees.
- E. Although insurance remains optional, information is requested on the application to determine the number of boat owners carrying this form of protection.
- F. Inspection reports are public record and will be made available to insurance adjusters on demand.

4.3 Dinghy Storage Regulation

From April 15 through November 15, all dinghies located on Town property must be marked with the assigned mooring permit number and last name of the permit holder. No vessel shall be stored or placed on any Town property between November 15 and April 15 unless the owner secures written permission from the Harbormaster for a proven need and that the vessel be actively used. Any vessel placed on Town property between those dates shall be considered abandoned property under this regulation, and will be scrapped or otherwise disposed of by the Town.

Note: Items A, B and C are intended to be an administrative process to identify and manage all moorings in the Town of Harwich. Items D and E are intended to be an administrative and evaluation process to provide a specific business solution to each request for additional mooring assignments, on an individual company or business entity on a case by case basis. The Waterways Committee recognizes the needs and benefits of a healthy commercial waterways business environment in combination with a growing recreational waterway environment. Items D and E are intended to provide the management process to accomplish both the commercial and recreational needs of the Harwich waterfront community.

4.4 Mooring Inspections, Installation and Removal

To insure safety, all mooring tackle (mushroom/pyramid, chain, ropes, identification, etc.) must be inspected by a designated Town of Harwich mooring servicing agent prior to installation and shall be in accordance with Section 4.0 and Appendix C. For every year thereafter, mooring inspections shall be conducted on a biannual basis (Odd-numbered moorings inspected during odd-numbered years and even-numbered moorings inspected during even-numbered years). Inspections shall also ensure that the name and number are clearly legible on the ball. The Town of Harwich recommends that moorings be removed annually during the winter months. Ice can buildup and cause loss of mooring tackle.

All permit holders shall use a designated Town of Harwich mooring servicing agent for the installation, removal and inspection of all moorings in an area where one has been assigned. An alternate designated Town of Harwich mooring servicing agent may be used upon coordination with the primary mooring servicing agent. An individual may place his/her own mooring under the direct supervision of the mooring servicing agent responsible for that area. The mooring servicing agent may charge a fee for this service. In geographic areas where no mooring servicing agent is assigned, permit holders may exercise one of the following options:

- A. Perform the task themselves and arrange for the Harbormaster to perform the annual mooring hardware inspection and to identify the correct location;
- B. Hire a local mooring hardware supplier or other qualified person to install and/or retrieve the privately purchased mooring hardware, with the Harbormaster identifying the correct location.

Failure to replace worn or damaged mooring related gear shall be grounds for revocation of the mooring permit by the Harbormaster. The expense of these inspections and mooring related gear replacement shall be at the owner's expense. Failure to obtain a passing mooring inspection shall constitute forfeiture of the mooring. The deadline for mooring inspections shall be December 31st.

5.0 WAITING LIST, POLICY & OWNERSHIP LIMITATION

The intent of these regulations is to operate the town-owned marina in a manner which is fair and uniform to all slip permit or mooring permit holders including all potential slip permit or mooring permit holders whose name appears on any town-maintained waiting list for a slip or town-owned mooring. Any interpretation of these rules and regulations by the Town or agents of the Town shall be made with the basic premise that a town-owned slip or

mooring is to be used for the personal and sole use of the town-owned slip or mooring holder and that the rental value of the town-owned slip or mooring is an asset of the Town of Harwich that must not be diverted by private parties. Therefore, the town-owned slip or mooring holder hereby agrees that any deviation from this premise by the dockage permit or mooring permit holder shall result in the termination of any rental/license agreement and further, the Town may recover any amounts received by the slip permit or mooring permit holder from other parties which are essentially in the nature of payments for the use of the slip or mooring rights including attorneys fees for any action of recovery. The Town maintains the sole right to assign town-owned slips and moorings, both annually and for any other period of time.

The slip permit or mooring permit holder also understands and agrees that if it is the opinion of the Town of Harwich, or its agents, that there may be a violation of any of the town-owned marina or harbor rules and regulations or their intent, it shall be at the option of the Town to require the permit holder to provide any and all testimony or documentation which may be deemed necessary to prove to the satisfaction of the Town that they are not in violation of the rules and regulations. Any slip permit or mooring permit holder who fails to meet to the Town's satisfaction all rules and regulations or their intent, shall relinquish the rights to the slip or mooring and all fees shall be forfeited to the Town.

The Harbormaster shall assign, and reassign all slips and moorings at any Town facility as the space becomes available. Waiting lists past and present, and current slip and mooring assignments are a matter of public record and shall be made available by the Harbormaster's office to the general public upon request. This information shall also be maintained on the Harbormaster's website.

Eligibility for assignment to mooring or slip waiting lists is discussed in Section 3.3 of these rules and regulations.

The individual name on the waiting list(s) shall be advanced as town-owned slips or moorings are vacated, only if the annual fee is paid. Each slip permit or mooring permit shall be assigned to an individual person whose name has been on the respective waiting list the longest. This shall exclude the assignment of a berth or mooring to a partnership, corporation, multiple individuals or any other legal entity other than an individual person. Occupancy or occupancy rights of mooring permits shall not be transferred to any individual(s) or entity. Temporary use of moorings by other individual(s) for a period up to two weeks is permitted with approval of the Harbormaster.

In order to qualify for a town mooring or slip, the individual to whom the slip permit at a town slip or mooring permit is permanently assigned must be the sole or majority (51% or more) owner of the boat or sole or majority (51% or more) owner of the corporation that owns the boat. Because state registration does not give percentages of ownership, state registered vessels may only be solely owned and occupy a Town slip or mooring. The original certificate of documentation (no copies) issued annually by the Coast Guard with acceptable percentages of ownership shall be made available upon request by Town officials. The Town recognizes that to conduct business and limit liability, a corporation may in fact own the boat or own the business under which the boat is managed. Should a hardship result from being unable to establish ownership, which meets Town requirements, a show cause hearing may be requested through the Harbormaster to the Waterways Committee.

The Harbormaster or agent of the Town of Harwich or the Town's Waterways Committee shall have authority to request any financial or related documents pertaining to, but not limited to the purchase, ownership and/or operation of the boat assigned to any berth within the Town. Failure of a tenant or prospective tenant to produce documents including but not limited to: bills of sale, titles, abstract of titles, boat documentation, sales tax information, purchase and sales agreements, insurance certificates, corporate papers, mortgage contracts, personal liens, excise tax information, registration information or any other pertinent information deemed necessary by Town officials to verify ownership issues satisfactorily as deemed necessary by Town officials shall be deemed sufficient reason to void any single slip permit or mooring permit or shall be deemed by the Town to be sufficient reason to deny any future assignments.

6.0 TOWN-OWNED DOCKAGE REFUND POLICY; LIENS; COLLECTIONS; INTEREST

6.1 Refund policy for Slip Permits:

1. All cancellations must be in writing.
2. Cancellations before May 31st receive a 50% refund of the Final Payment amount (2/3 of the annual fee)

3. Cancellations before June 30th receive a 25% refund of the Final Payment amount (2/3 of the annual fee)
4. Cancellations July 1st or later receive no refund and forfeit the slip permanently

6.2 Refund policy for Transient Dockage:

1. Cancellation prior to two weeks of arrival date, 100% refund less a \$15.00 administration fee
2. Cancellation within two weeks but before 5pm on day preceding arrival day, forfeit one day's dockage and administrative fee
3. Cancellation after 5 pm on day preceding arrival, forfeit one half of deposit plus administrative fee
4. No show or no call shall constitute forfeiture of entire deposit

6.3 Interest on any past due balance shall accrue at the rate of 1% per month. In addition to interest on past due balances, owners will be liable for reasonable costs of collection including reasonable attorney fees.

7.0 SLIP REGULATIONS AT TOWN-OWNED MARINA

7.1.1 Fees charged for space shall be strictly in accordance with published schedules and shall be paid in advance to cover a full season or part thereof. Slip rentals shall not be canceled unless a suitable replacement boat can be obtained promptly.

7.1.2 If it is considered by the Town to be in the best interest of the marina and/or its occupants, this agreement may be canceled on ten days notice with the owner removing his boat forthwith.

7.1.3 Space rentals are non-transferable. Transfer of boats between spaces will only be allowed with the prior permission of the marina.

7.1.4 As with any non-titled or rented property slip rentals cannot be passed through partnerships or willed to the next generation. A fair and equal system of waiting lists shall be maintained by the Harbormaster for the assignment of vacated spaces.

7.2 To be admitted and to continue as an occupant of the marina a boat must be:

- A. Used for pleasure only
- B. Used for commercial fishing
- C. Used for chartered fishing, sightseeing trips or passenger carrying
- D. Such other uses as may be approved by the Waterways Committee and the Board of Selectmen
- E. Documented, registered, identified, marked, equipped, operated and maintained as required by law and standard practice
- F. Subject to periodic inspection by the marina to determine the maintenance of proper safety conditions

7.3 Due to structural limitations, no boat sixty five (65') feet or over in length or displacing more than 50 gross tons can be accommodated. Any such boat may be directed by the marina to anchor in a designated area. The marina does not provide launch service.

7.4 When a boat enters the marina area, it immediately comes under the jurisdiction of the marina and shall be berthed only where assigned and maneuvered as directed.

7.5 All boats will be secured in their assigned space in a manner acceptable to the marina.

7.6 Owners are requested to provide the marina with a set of main door hatch keys and ignition keys. The boat will only be entered by the marina for possible inspection or for emergency service, otherwise only with the permission of the owner. No other person will be given keys or allowed on the boat without the owner's written permission.

- 7.7 The owner (and guests for whom he/she is responsible) agrees to conduct himself at all times when on the property of the marina, or on any boat moored therein, so as to create no annoyance, nuisance or hazard to the marina or to any other persons. This includes good housekeeping, sanitation practices and the use of garbage and refuse containers.
- 7.8 Sewage, rubbish and other wastes:
- A. Federal, State and Town statutes prohibit the discharge of sewage, waste material, oil and fuel, rubbish or refuse of any kind or description into any river, stream, pond or tidal waters. Heavy fines and imprisonment are the penalties for violation.
 - B. Owners, guests, employees and all persons are to use the marina's shore-side toilets, showers and laundry facilities. All garbage and other refuse must be placed in receptacles provided by the marina.
- 7.9 Noise shall be kept to a minimum at all times. Consideration for others requires discretion in the operation of engines, generators, radios and television sets in such a manner and at such times as to create no nuisance or disturbance.
- 7.10 Swimming, fishing or water-skiing is prohibited anywhere in the marina.
- 7.11 House Keeping
- A. Boat owners shall not place supplies, materials, accessories or debris on any float or walkway and shall not construct or place thereon any lockers, chests, cabinets or containers without the permission of the marina.
 - B. Tenders on davits, gangways or boarding ladders or steps, extreme overhangs, bow and stern sprits, boomkins, spars, pulpits, etc. shall be secured in such a manner that none of these appurtenances shall create a hazard or block free passage along any float, walkway or waterway.
 - C. Laundry shall not be hung on any boat, float, walkway or anywhere else in the marina.
- 7.12 Charcoal or any form of open fire anywhere within the marina is absolutely prohibited.
- 7.13 Dogs and pet animals are permitted in the marina only on a leash or otherwise confined or restrained.
- 7.14 Young children should be accompanied by adults at all times.
- 7.15 Tenders, skiffs, dinghies and other small boats shall be stored aboard boats or placed where the marina directs. All such small boats shall carry identification numbers, marks or names. They may not be tied up in rental space or on any float, walkway or ramp.
- 7.16 No part of the marina, ashore or afloat, nor any boat therein shall be used for the conducting or solicitation of business of any kind except for the normal operation uses as provided for herein, and no signs or other advertising material will be permitted without the permission of the Marina, which will control size, placements, etc. Nothing in this section shall prohibit an owner from contracting for or using such services as his boat may require from the businesses or resources regularly available in the area or to him privately.
- 7.17 The use of alcoholic beverages is prohibited by law on any town landing, float, pier, building or parking area owned by or under the jurisdiction of the town. The sale of alcoholic beverages is prohibited in the Saquatucket Harbor area.
- 7.18 The cleaning of fish and the disposal of fish or parts thereof is prohibited anywhere within the marina including service and parking areas.
- 7.19 STORM PREPARATIONS
- A. In the event of a severe storm, the marina will check the security of all boats in the marina and take such steps as are feasible to prevent damage. Any costs incurred will be pro-rated over all the boats in the marina. The marina does not assume any responsibility for said protection or damages to any boat.

- B. In the case of any boat where water accumulates within it to the point where the boat is endangered, the marina will, if possible, pump it out with or without notice to the owner and the costs of such pumping will be assessed against the boat. If severe leakage is the cause the owner will be notified promptly.
- 7.20 The Town and the marina will take all reasonable precautions to insure the security and safety of any boat or property in the marina and will not be held liable for fire, theft, vandalism, trespass or damage to any boat or vehicles or its equipment arising from any cause whatsoever.
 - 7.21 The marina, its management or the Town of Harwich shall not be held liable for damages or losses incurred by the interruption of electrical power to any boat for whatever reason.
 - 7.22 The above space limitation shall be effective for all Town of Harwich slips including Saquatucket Marina and off-loading sites at Wychmere Harbor, Saquatucket Harbor and Allen Harbor.
 - 7.23 Transient commercial boats may rent dock space, if available, between Labor Day and May 30 only. Commercial dockage between June 1 and Labor Day shall be limited to those boats holding applicable leases only.
 - 7.24 Security and damage deposit. All boats renting dock space on a daily, weekly or monthly basis between Labor Day and May 30 are required to pay to Harbormaster before occupying any slip a security and damage deposit, to be held by the Town in escrow and refunded to any owner or master of the boat on termination of the rental agreement, provided that during the period the boat is in the harbor
 - A. All accumulated dockage fees have been paid when due;
 - B. All rules and regulations of the harbor and all lawful orders of the Harbormaster have been complied with, the security deposit shall be refunded and, notwithstanding the forfeiture of the deposit, the Town shall have the right to proceeding, criminal or civil, to
 - 1. Enforce its Rules and Regulations and Orders;
 - 2. Recover for any damage done to harbor facilities or
 - 3. Recover for any slip fees due including all reasonable costs of such recovery, including reasonable attorneys fees."
 - 7.25 Those boats described in Section 7.2 C and D must carry a minimum of \$500,000.00 Legal Liability and Protection and Indemnity insurance coverage which shall name the Town of Harwich as loss payee.
 - 7.26 The transfer of the entity – corporate or otherwise – majority ownership of the Ferry will constitute a transfer or the sale of the entity. Upon any change in ownership of the foregoing entity – corporate or otherwise – the new entity purchasing/owning the Ferry may apply to the Board of Selectmen for the related Ferry Slip, however, this slip does not automatically transfer. Or a transfer of a majority interest in the ownership of the Ferry would constitute a transfer or sale of the entity. Upon any change in ownership of the foregoing entity – corporate or otherwise – a new entity purchasing/owning the Ferry may apply to the Board of Selectmen for the related Ferry Slip, however, this Ferry Slip does not automatically transfer.

8.0 OFFLOADING PERMITS AND REGULATIONS AT TOWN-OWNED FACILITIES

The Harwich commercial offloading permits represent the authorization of actively Harwich-based commercial fishing boats (in good standing with Town of Harwich) to use specified Boat Offloading Zones at Wychmere Harbor Town Pier, Allen Harbor Town Dock, and Saquatucket Harbor Bulkhead.

The Offloading Permits are sold in separate categories (as available) and are limited. Year-round offloading permits may be purchased only by owners/captains whose boat is permanently moored or docked during the season in a Harwich harbor. A permanent mooring permit, or legal slip contract, will be considered proof of this along with any other authorization which the Harbormaster may demand at the time of purchase.

Offloading zones shall be used by permitted boats only for the purpose of fueling by authorized tank wagon (diesel only), offloading fish, shellfish, loading ice, and limited gear work. Time allowed in the offloading zone shall not

exceed 100 minutes per day. No incapacitated boats will be allowed in the offloading zone. Captains of broken down boats shall contact the Harbormaster (channel 68) for direction to alternative dockage.

The Harwich town pier shall be a tow zone area. Vehicles using the pier shall do so only to drop off and pick up crew, passengers, gear, and equipment. Parking must be done in defined parking areas. For the purposes of these regulations the area shall be a posted fire lane.

Fueling and Off-Loading Of Commercial Boats:

8.1 Issuance of Fueling/Offloading Permits for Commercial Fishing Boats: The Harbormaster shall be authorized to issue to duly-licensed commercial fishing boats the following types of fueling/off-loading permits:

Class A: Limited to boats occupying Town of Harwich commercial boat slips. Permits that are forfeited from Class A commercial slips shall be awarded to persons that are on the commercial waiting list only. Class A Permit holders (issued prior to August 1st 2013) who wish to Charter to supplement their income will be required to be licensed by the Coast Guard to carry up to six passengers for hire, must carry a minimum of \$500,000 Legal Liability and Protection insurance, and must purchase a Charter Permit at the rate of \$22.50 per ft. Class A Permit holders issued as of August 1st 2013 will not be eligible for a Charter Permit until five (5) years of operating as a commercial Class A-Permit holder.

Class B: Restricted. This permit will authorize the boat to which it is issued to take on fuel from an authorized tank wagon and off-load catch at the town facility designated thereon at any time between October 15th and June 1st. of the following year.

Class E: Limited to any commercial ground fishing boats authorized to use a private mooring or any private dock within the Town boundaries. This permit will authorize the boat to which it is issued to take on fuel from an authorized tank wagon and off-load catch at the town facility designated thereon at any time. The permit shall be for one year commencing January 1st. Eligible persons wanting forfeited Class E permits must apply their name to the new Class E permit waiting list. Class E Permit holders (issued prior to August 1st 2013) who wish to Charter to supplement their income will be required to be licensed by the Coast Guard to carry up to six passengers for hire, must carry a minimum of \$500,000 Legal Liability and Protection insurance, and must purchase a Charter Permit at the rate of \$22.50 per ft. Class E Permit holders issued as of August 1st 2013 will not be eligible for a Charter Permit until five (5) years of operating as a commercial Class E-Permit holder.

8.2 Issuance of Fueling/Offloading Permits for Charter/Passenger Boats and the Ferry: The Harbormaster shall be authorized to issue to duly licensed charter boats, passenger boats and the Ferry the following types of fueling/off-loading permits:

Class C- Attached: This permit will authorize boats, home based in Harwich, licensed to carry up to six (6) passengers for hire to take on fuel from an authorized tank wagon and off-load catch at the town facility designated thereon or as directed by the Harbormaster. Class C Attached permits that are forfeited from charter slips shall be awarded to persons that are on the charter waiting list only. Class C assignments are awarded by the Harbormaster.

Class C- Unattached: This permit will authorize boats, home based in Harwich, licensed to carry up to six (6) passengers for hire to take on fuel from an authorized tank wagon and off-load catch at the town facility designated thereon, or as directed by the Harbormaster. Class C Unattached permits may only be issued to boats having possession of full season dockage (town or private) or mooring in the Town of Harwich. Class C Unattached assignments are awarded from the Unattached waitlist by the Harbormaster.

Class D: Passenger Boats. This permit authorizes boats licensed to carry more than six (6) passengers for hire (up to a limit set by the Board of Selectmen) to take on fuel from an authorized tank wagon and at the town-owned facility designated by the Harbor Master and noted on the permit. Class D assignments are awarded by the Board of Selectmen. Grandfathering of parking rights in the case of transfer of a Class D permit is not allowed, requiring the new owner from the waiting list satisfying off site parking requirements in an advertised public hearing. Class D permits that are forfeited from charter slips shall be awarded to persons that are on the passenger waiting list only.

Class F: This permit authorizes the Ferry to take on fuel from an authorized tank wagon at the town-owned facility designated by the Harbormaster and noted on the permit. Grandfathering of parking rights in the

case of re-assigned slips with a Ferry Permit is not allowed. It requires the new slip assignee satisfying off-site parking requirements in an advertised public hearing.

8.3 Limitation on Number of Permits Issued: In order to ensure public safety by avoiding overuse of town facilities, the following limits are placed on fueling/off-loading permits as follows:

| | |
|-------------------------------|-----|
| Class A permits: | 27 |
| Class B permits: | 20 |
| Class C (Attached) permits: | 9 |
| Class C (Unattached) permits: | 2 |
| Class D permits: | 3 |
| Class E permits: | 13 |
| Class F permits: | 1 |
| Class R permits: | 10 |
| Class T permits: | 100 |

8.4 Eligibility

- A. Class A permits may only be issued to licensed commercial fishing boats having berthed in Harwich at least six (6) months during the calendar year and actively engaged in commercial fishing for a minimum of five (5) months during the calendar year. For all new Class A permits (effective date August 1st 2013), permit holders who fail to show proof of a minimum of five (5) months of commercial fishing activity will be in violation and may be subject to a monetary fine or revocation of permit. Proof of commercial fishing activity shall be documented by either Trip/Catch reports or Federal Tax Returns that indicate at least 51% of employment income was earned from commercial fishing by the individual permit holder.
- B. Class B permits may be issued to any duly licensed commercial fishing boat whether home based in Harwich or elsewhere.
- C. Class C (Attached and Unattached) permits may only be issued to boats licensed to carry up to six (6) passengers for hire, operating out of the port of Harwich a minimum of five (5) months per year and having possession of a full season dockage or mooring permit.
- D. Class D permits may be issued to boats carrying more than six (6) passengers for hire, operating out of the port of Harwich.
- E. Class E permits may only be issued to licensed commercial fishing boats having a year-round mooring or private dockage within Harwich which are berthed in Harwich at least six (6) months during the calendar year and actively engaged in commercial fishing for a minimum of five (5) months during the calendar year. For all new Class E permits (effective date August 1st 2013), permit holders who fail to show proof of a minimum of five (5) months of commercial fishing activity will be in violation and may be subject to a monetary fine or revocation of permit. Proof of commercial fishing activity shall be documented by either Trip/Catch reports or Federal Tax Returns that indicate at least 51% of employment income was earned from commercial fishing by the individual permit holder.
- F. Class F Permits may only be issued to vessels licensed as a commercial operation to transport people across a body of water on a regular schedule.
- G. Class R permits authorize trailered day charter boats only, utilizing the Saquatucket Harbor boat ramp and having a United States Coast Guard issued license to carry up to six passengers for hire, to operate as a paid passenger carrying boat from Saquatucket Harbor. Class R assignments shall be awarded by the Harbormaster. Parking in the case of a trailered day charter boat shall be limited to the towing vehicle and trailer plus one car, which may pay for additional parking as required. No trailered day charter boats shall use the Allen Harbor ramp and Town Landing while conducting charter business in any form. Further, Class R vessels are subject to any restrictions imposed by the Public Access Board while operating in the boat ramp area. Class R vessels must carry a minimum of \$500,000.00 Legal Liability and Protection and Indemnity Insurance coverage, which shall name the Town Of Harwich as loss payee. Class R permits are not a fueling permit. Class R permits that become forfeited shall be awarded to persons that are on the charter/passenger trailer boat waiting list only. Class R permit vessels are further restricted in

carrying no less than two fewer crew and passengers than the limit set by the capacity plate of the vessel as set in 323 CMR 2.07(7). Class R permit vessels are restricted from landing tuna. Vehicles with trailers are not allowed to park in the west side parking lot of Saquatucket Harbor.

8.5 The Harbormaster shall, pursuant to applicable provisions of the General Laws, have the power to adopt rules and regulations to reasonably regulate and exercise of the rights granted pursuant to one of the several classes of off-loading permits. Waiting lists and harbor regulations shall apply to all Town owned facilities.

8.6 Fuel Vendor Permits

- A. The Board of Selectmen may issue permits for the purpose of dispensing diesel fuel by tank.
- B. Prior to any fuel vendor delivering fuel to the fish pier, a valid permit for the current fishing season must be obtained from the Town of Harwich.
- C. Authorized fuel vendors shall pay the Town of Harwich a per gallon fee for fuel sold during the previous month as set forth in Appendix B of these regulations and as stated in the provisions of any contract(s) awarded to said vendor(s).
- D. Authorized vendors must commence their fueling operations in a neat, orderly manner, taking care to prevent fuel spillage or leaking either onto the dock, the surrounding ground area, or into the waters of Wychmere Harbor, Allen Harbor, and Saquatucket Harbor, bearing sole responsibility and expense for any damages or costs incurred by anyone as a result of any such spillage or leakage.
- E. Authorized vendors shall at all times carry and cover a full, in-force liability insurance policy of not less than one million dollars (\$1,000,000.00) and shall hold harmless and indemnify the Town of Harwich against any and all claims pertaining to the management, delivery, and operations relevant to the sale of fuel and related products.
- F. Fueling will be limited to authorized vessel eligible in accordance with section 8.____.
- G. All fueling vehicles will comply with 527 CMR 8.00 and 527 CMR 15.00.
- H. All fueling vehicles will be inspected annually by the Fire Department for compliance.

8.7 Fees: The fees for all permits are listed in Appendix B of these regulations.

8.8 Violations: Any violations of any applicable federal, state, or local laws, bylaws, rules, regulations, or orders of the Harbormaster shall be grounds for revocation by the Harbormaster of the off-loading permit; and, in addition, any such violation will be subject to a fine of \$50.00 (fifty) dollars. The Harbormaster shall have the authority to enforce this fine provision through non-criminal method of enforcement as set forth in the Town of Harwich Bylaws and to recover all reasonable costs of such collection, including reasonable attorney's fees.

9.0 FUELING AREA REGULATIONS

All boats must fuel at a legally operated fuel dock or at a place where fueling has been authorized by the fire chief. The only exception to this rule is the fueling of commercial boats having offloading permits, who shall only take fuel from tank trucks (diesel only) with a permit to fuel at designated areas. Any other fueling operations will be unlawful and violators will be subject to arrest.

Smoking is absolutely prohibited in a fueling area.

- A. No smoking will be enforced while gasoline is being pumped. This applies to occupants of the boats as well as those outside. Signs must be posted in accordance with all governing local, state and Federal requirements.
- B. All motors shall be shut off while refueling.

- C. All portable containers must be approved by the State Fire Marshall's Office. At present U.L. Standard 30 and F.M. Standard 6051 and 6502 meet the requirements.
- D. No portable container shall have more than seven (7) gallon capacity and the total gallons must not exceed 21 gallons, unless a permit has been issued for transportation of Class A liquids.
- E. Class A products may only be transported in an open vehicle or in a compartment of a closed vehicle separated from the passengers.
- F. Attendants will have complete control when dispensing flammable liquids.
- G. All extinguishers and fire suppression systems will have annual inspection.
- H. In the case of leak or spill the Fire Department will be notified. No leaks are to be washed away. Speedy dry will be used to pick up any spills.
- I. Self-service operations are not allowed on the water.
- J. No hold open devices may be used on self-service nozzles. Flow must be maintained by hand contact on the part of the person filling the boat.

Any person who knowingly violates any rule or regulation made by the Board of Fire Prevention shall, except as otherwise provided, be punished by a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00).

10.0 SPEED ZONES AND MOORING AREAS

Boat Speeds:

No boat or boat equipped with inboard or outboard power shall exceed five (5) statute miles per hour or cause a wake between breakwaters, in Town improved channels, in any harbor anchorage or mooring area or within 100 yards of the shore.

Mooring and Anchoring Boats:

- A. No boat shall moor or anchor in any established channel or fairway, or attach a line to any navigational buoy, marker or aid to navigation.
- B. No mooring shall be placed in any Harwich harbor without the owner first obtaining a permit from the Harbormaster who will designate mooring areas and anchorages. Any boat temporarily anchoring shall do so in such a manner as not to endanger any other boat, and the owners of such anchored boats may be directed to move by the Harbormaster.
- C. Any boat left unattended at any float or landing stage, and any boat removed from the water and left on Town property will be removed at the expense of the owner. In the event that markings have been removed or defaced or if ownership cannot be determined within sixty (60) days, the boat may be sold at public auction, destroyed by the Harbormaster, or disposed of in any other manner permissible by law.
- D. Persons violating any provision of this section shall be subject to a fine of fifty dollars (\$50.00) for each such violation.

11.0 WETBIKES AND JET-SKIS

11.1 Jet-Skis Prohibition

The use of personal motorized watercraft, such as jet skis, shall be prohibited from operating on Herring River, and shall be prohibited from launching said craft from any Town-owned property abutting fresh water ponds.

11.2 Violations - Penalty

Any person violating any provision of this section of the rules and regulations shall be subject to arrest. The fine for such violation shall be a fine of two hundred dollars (\$200.00).

12.0 LONG POND - REGULATIONS FOR MOTORBOATS

- 12.1 All motorboats, including jet-skis and similar personal watercraft, shall be operated at headway speed (6 mph, or enough speed to maintain steering control) within one hundred and fifty (150') feet of the shoreline of Long Pond, except for police and/or emergency boats.
- 12.2 No motorboat shall be operated at any time on the waters of Long Pond at a speed greater than is reasonable and proper having regard to lives and safety of the public; the state of visibility; the traffic density; the maneuverability of the boat; the state of the wind, water, current, and proximity of navigational hazards. On Long Pond, speed by a motorboat, jet-ski watercraft or wetbike watercraft, or similar personal watercraft, in excess of forty-five (45) miles per hour shall be presumed to be in excess of reasonable and proper speed.
- 12.3. Enforcement: Long Pond is a Great Pond owned by the Commonwealth of Massachusetts. These regulations are intended to supplement the State regulations and are additional to the restrictions on distance and headway speed in 323 CMR Division of Law Enforcement, Sections 2.07. (1) and (3). The Towns of Brewster and Harwich hold common jurisdiction for law enforcement purposes and Long Pond is patrolled by police of both towns.
- 12.4 Penalties: Operators and/or boat owners who violate these regulations shall be fined as follows:
- | | |
|--------------------------------|----------|
| First Offense: | \$50.00 |
| Second Offense: | \$100.00 |
| Third and Subsequent Offenses: | \$200.00 |
- 12.5 To assist in enforcement and designate the areas for boaters, swimmers, and law enforcement personnel, marker buoys are to be placed in appropriate locations around the perimeter of the Long Pond designating the one hundred fifty (150') foot distance from shore and the three hundred foot (300') distance from public bathing beaches required by the Commonwealth. Each town (Brewster and Harwich) is to provide the marker buoys for its shoreline, and they are to be placed under the joint directions of the police chiefs of the two towns and the Division of Marine and Law Enforcement. The area shoreward of these markers is designated "Headway Speed Zone", and these marker buoys should so indicate.

Signs at the Town Landings Indicate: restricted areas; advise landing and boat ramps closed at 10:00 pm; no alcoholic beverages allowed at landings or public beach; parking sticker required.

13.0 BOAT RAMPS

The Town of Harwich maintains several boat ramps for public use. Tidal-water ramps are located at Saquatucket Harbor in Harwich Port; Allen Harbor in Harwich Port; Round Cove in East Harwich, Herring River in West Harwich and there are two public ramps located on Long Pond. All ramps are governed by the Town of Harwich regulations listed herein, in addition to the provisions of the Town of Harwich Protective By-Laws and the Code of Massachusetts Regulations, Title 324, Sections 2.00 through 2.05, (See Appendix D).

- 13.1 The Town shall make available Seasonal Boat Ramp Passes for the Saquatucket Harbor, Allen Harbor, Round Cove and 1st Landing Long Pond ramp areas. The passes are in the form of an adhesive sticker.
- 13.2 Stickers shall be permanently affixed to the boat trailers left side fender or trailer tongue.
- 13.3 Daily (one-day) passes shall be sold and honored at the Saquatucket Harbor, Allen Harbor 1st Landing Long Pond (available July and August).
- 13.4 Unless otherwise posted no vessel shall tie-up unattended alongside any public Town landing courtesy float longer than 15 minutes, nor shall any vessel tie-up, berth or cause to be docked or tied to any other area within a Town landing more than 30 minutes. Any boat left unattended at any float or landing stage, and any boat removed from the water and left on Town property will be removed at the expense of the

owner. In the event that markings have been removed or defaced or if ownership cannot be determined within sixty (60) days, the boat may be sold at public auction, destroyed by the Harbormaster, or disposed of in any other manner permissible by law.

- 13.5 All trailers, boats, and recreational vehicles must vacate the parking area between midnight and 4:00 A.M. daily.
- 13.6 There shall be no fueling (either diesel or gasoline) of boats, outboard motors, auxiliary motors, etc. in the area of the boat launching facility.
- 13.7 All, fish, fish fillet, fish parts, shellfish, etc., shall be kept onboard any boat or vessel using the boat ramp while in the area of the boat ramp and public parking area.
- 13.8 Persons violating any provision of these regulations, as currently enacted or as may from time to time be added or amended shall be subject to a fine as more specifically provided elsewhere in these regulations for each offense and each consecutive day shall constitute a separate violation.
- 13.9 Round Cove Boat Ramp – The Round Cove Boat Ramp is limited in use to boat trailers, with vessel maximum length overall of 25' (Twenty-five feet) and displaying a Harwich resident sticker for the launching and retrieving of vessels without obtaining a Ramp Use Permit. For the purpose of this regulation "residents" shall mean any lawful resident of the Town and/or any Harwich property tax payer, or any current Harwich mooring permit holder.

Vehicles not displaying a current Harwich resident beach or transfer station sticker must display a current Harwich seasonal ramp permit sticker on the trailer or Harwich mooring permit on the vehicle's dashboard. Due to the propensity for undermining the ramp's foundation, power loading or power launching of boats shall be strictly prohibited at the Round Cove boat ramp and a sign will be posted at the ramp. Parking shall be limited to perimeter of the area and a full lane width as a fire lane in the parking area to the gangway at the bulkhead shall be maintained at all times. Vehicles or trailers blocking this fire lane will be subject to parking fines. Any vehicle or trailer blocking this fire lane shall be subject to the fines and expense of towing.

Exemptions from use sticker requirement: Federal, state, county and municipal government agencies also commercial boat haulers and marine contractors.

Enforcement: The provisions of this regulation may be enforced by Police Officers, Harbormaster and Assistant Harbormasters. Violations of this regulation shall be issued to the vehicle owner and/or boat owner, and fines may be assessed up to \$200 per offense.

14.0 WASTES/TRASH DISPOSAL AND USE OF DUMPSTERS

- A. No person shall dump any rubbish, trash, refuse, garbage, or litter at any public landing other than by depositing same in any receptacle that may be provided by the Town for the purpose. No person shall deposit any fish parts in any receptacle provided by the town without first double plastic bagging and tying same.
- B. No person other than a boat operator shall deposit any rubbish or refuse in any dumpster at a town landing or pier. Home generated rubbish and refuse shall not be deposited in town landing receptacles.
- C. Waste oil and associated oil filters generated from motorboat crankcase oil changes from boats situated at Town-operated slips and/or having Harwich dockage permits shall be deposited in the recycling depot at Saquatucket Marina or at the recycling tank at the Town Disposal Area, Queen Anne Road.

15.0 WATERWAYS & PONDS

- 15.1 Speed Limit Buck's Pond: In either Buck's Pond or in John Joseph Pond, no motor boat shall operate at a speed in excess of six (6) miles per hour.
- 15.2 Water Skiing Prohibited on Buck's Pond and John Joseph Ponds: No person shall engage in water skiing in either Buck's Pond or in John Joseph Ponds.

- 15.3 Motorboats Prohibited on Sand Pond: The use of boats propelled by motor, either inboard or outboard, shall be prohibited on Sand Pond, North Harwich.
- 15.4 Motorboats and Waterskiing Prohibited on Skinequit Pond: The use of all boats propelled by motor, whether inboard or outboard and waterskiing shall be prohibited on Skinequit Pond, South Harwich.
- 15.5 Violations and Penalties: Any violation of Sections 15.3, 15.4 and 15.11 shall be punishable by a fine of not more than twenty dollars (\$20.00).
- 15.6 Motor Boats on Hinkley's Pond and Seymour's Pond: No motor boat more than six (6) horsepower shall be operated on Hinkley's Pond. No motor boat more than three (3) horsepower shall be operated on Seymour's Pond.
- 15.7 Speed Limit on Hinkley's Pond and Long Pond: No motorboat shall exceed speed limit as defined in this section on various ponds in Harwich. All ponds shall be posted as follows: Hinkley's Pond five (5) statute miles per hour; Seymour's Pond five (5) statute miles per hour.
- 15.8 Violations and Penalties: Any violation of Section 15.6, 15.7 and 15.9 of this by-law shall be punishable by a fine of not more than fifty (\$50) dollars.
- 15.9 Motor Boats- Walker's Pond: No motor boats shall be operated on Walker's Pond provided, however, a small electric motor type used for fishing may be used as propulsion.
- 15.10 Cahoon Road Landing - Long Pond: No motorboat of more than ten (10) horsepower or used for waterskiing may be launched or operated from the boat ramp at Cahoon Road Landing at the east end of Long Pond.
- 15.11 Launching and Beaching of Boats: It shall be unlawful to launch or beach boats at any Town-owned or operated location except in areas designated and posted therefore by the Board of Selectmen.
- 15.12 Restrictions on Anchoring in Certain Areas: It shall be unlawful to anchor any boat closer than seventy-five (75') feet of mean low water mark at any Town-owned or operated bathing beach.
- 15.13 Restrictions on Operating in Certain Areas: It shall be unlawful to operate any boat shoreward of any markers or floats stationed by the Harbormaster off a public bathing beach for the purpose of designating the swimming area there provided; however, in any area where such markers or floats are placed a distance greater than seventy-five (75) feet of mean low water, a boat may enter the swimming area to within seventy-five (75') feet of mean low water at a speed no greater than five (5) miles per hour for the purpose of coming to anchor.
- 15.14 Jet-skis Prohibition: The use of personal motorized watercraft, such as jet skis, shall be prohibited from operating on Herring River, and shall be prohibited from launching said craft from any Town-owned property abutting fresh water ponds.

16.0 EMERGENCY HAUL OUTS

An area shall be designated by the Harbormaster for emergency hauling out of boats in danger of sinking, or eminently in danger of causing an oil spill, etc. It shall be the responsibility of the boat owner to repair or cause to repair said boat within a reasonable period of time, further, the Town shall collect through its Harbormaster any fee associated with the storage of such a boat. This fee (equivalent to comparable dockage rates) shall be paid to the Harbormaster before the boat is re-launched.

17.0 SPORTFISHING BOATS: TUNA BUYER PERMITS AND REGULATIONS (T-PERMITS)

- 17.1 The Town shall annually assess a per boat offloading fee for all tuna being landed/tagged by fishing boats prior to being brought onto shore by way of the ramp and/or offloading areas at Saquatucket Harbor or Wychmere Town Pier between the period June 1st and November 31st. A sticker shall be issued and must be permanently mounted on the boat where it can be seen by the buyer and officials at the bulkhead when landing the fish. The 'T-Permit' shall also apply to boats landing tuna using the boat ramp. National Marine

Fisheries Service regulations require buyers tag all fish before clearing the bulkhead or boat ramp. All commercial boats with Harwich A, C or E offload permits only shall offload tuna caught at Wychmere Town Pier. A limit of 100 "T" permits shall be sold.

- 17.2 When required, an area may be set aside to provide space for tuna to be inspected, and negotiated by buyers. This area will be well away from the offloading area.
- 17.3 The Harbormaster will hire or utilize Seasonal Assistant Harbormaster's to direct operations and enforce time limits during this period. The Seasonal Assistant Harbormaster will have all the authority pursuant to Chapter 90B, 130, 88 and any other laws of the Commonwealth or by-laws/regulations of the Town. Boat owners will comply with the directives of the Harbormasters Office which will use police backup as required.
- 17.4 Boats entering the port with fish onboard may be assigned a number (over VHF Channel 66 FM) by the Seasonal Assistant Harbormaster in charge. The boats will then go to the inspection area (at the outer west dock) to standby and agree upon the buyer. Upon being called, the boat will then go to the offloading area at the bulkhead.
- 17.5 Tuna buyers will still pay an offloading permit fee (and a fee for each additional truck). Buyers may only take fish from boats displaying the appropriate sticker. An updated certified list containing the boat names and owners (captains) will be given and faxed to each eligible buyer. Buyers taking fish off of unauthorized boats will lose their offloading privileges for the season.
- 17.6 No boats shall raft to one another or block slips within the marina.
- 17.7 No anchoring is allowed within the turning basin. The outer harbor is a harbor of refuge and anchoring is permitted for up to 24 hours depending upon space availability there, and notification of the Harbormaster who may direct this anchoring.
- 17.8 An area within the east parking lot shall be "coned" to provide additional space for buyer trucks waiting to use the staging area. When there are more than two buyers attending, the buyers not offloading a boat shall move his/her truck back to this area.
- 17.9 All tuna offloading shall be restricted to authorized boats at the bulkhead at Saquatucket Harbor with the following exceptions: Harwich home port boats with Commercial A, C or E permits may land tuna to authorized buyers at Wychmere Harbor Town Pier; Harwich Commercial B permits will become valid November 1st or when the bluefin season officially closes in October.
- 17.10 Saquatucket Municipal Marina is public property and inspection of any fish of any boat or person operating within its boundaries shall be open to Federal, State EPO's, Natural Resources Officers as well as the Harbormaster, Assistant Harbormasters, and Police Department.
- 17.11 No fish parts; tuna heads; racks, bait etc. shall be dumped in the Harbor. This shall be considered a gross violation of local regulation.
- 17.12 All Town harbor dockage regulations and rules shall be in effect. Harwich bylaws prohibit the consumption of alcoholic beverages anywhere on Town property.
- 17.13 Offloading permits may be revoked for any violation by the Harbormaster Office for any violation of these regulations and may (or may not) be reinstated at the next meeting of the Board of Selectmen.
- 17.14 The Harbormaster is authorized to accept credit card, cash or a personal check as payment for permit.

18.0 HURRICANE AND STORM PREPARATION

Cape Cod has been spared the direct hit of a hurricane since 1958. Hurricane "Bob" (1991) brought severe winds and high tides to Harwichport causing moorings to pull and boats to break free. Allen Harbor was devastated including yacht club floats. Wychmere Harbor found 19 boats left high and dry on the hillside below Larson Park (north side). Many boats, including eight Flying Scots were capsized at their moorings. Hurricane season usually lasts from late August through October. Therefore, hurricane preparation is not a joke.

High tide during a hurricane at Harwichport can rise 4-6 feet above the normal high tide caused by lowered atmospheric pressure. Wind-caused surge can form an addition and unpredicted wedge of water on top of this tide. Boats moored in high-energy areas such as the outer harbor will lose the protection of the breakwater which will be deeply submerged at high tide. These boats must be moved to safer harbor before the storm hits. Mooring scope at this time may become too short and cause anchors to pull.

Boat ramps will be jammed at the time close to the storm. Therefore, if you have reached the end of your useful boating season, consider an early haul out.

Things you should do short of hauling out:

Moored Boats:

1. Inspect your mooring tackle and renew all parts that show signs of serious wear. This should include quality of chain, splices, and condition of thimbles and shackles.
2. All moorings during these months should be equipped with secondary storm painter (mooring line) to attach to the opposite bow cleat.
3. Equip all mooring lines passing through bow chocks with chafing equipment which can include a short piece of rubber hose or vinyl tubing protecting the lines from wearing through. Wear and tear of mooring pennants at deck level has been the most common reason in Harwich for mooring failure.
4. Inspect the security of bow cleats and eyes. Sailing boats extend mooring lines back to the base of the mast, remove and stow all sails.
5. Batteries driving automatic bilge pumps should be fully charged and float switches tested for good working order. Bilges should be cleaned of oil and contaminants.
6. All through hull fittings equipped with valves as heads, holding tank valves, and exhaust overflows should be placed in closed position.
7. Where practical add to the mooring scope by lengthening the painter. Be sure you maintain clearance with boats around you. Position all extra fenders to fend off blows.

Dockside Boats:

1. Secure extra fender between boats and docks. Make use of a fender board where boat is tied up between pilings.
2. Double up all dock lines. Be sure spring lines are secured in both directions and make certain cleats are well secured.
3. In areas of floating docks, tie only to near top of the pilings, otherwise the rising tide will "jack" the pile or otherwise pull the boat under.
4. Owners with boats tied alongside a fixed pier should make certain that the gunwales will not get caught under the dock as the tide rises. The boat may be warped away from the pier using an anchor as an outhaul.
5. Disconnect all shore power lines going to the boat before the storm hits.
6. Attempt to dock sailboats so that masts will not be "caught" on one another when boats rock.

Boats Hauled Out:

1. All day sailors and light weight boats which can make use of trailers should be taken out of the water as soon as possible.

2. Sailboats type should be flooded with freshwater on their trailers as a means to hold them down.
3. At home park boats close to building if possible.
4. Boats stored using jack stands on soft ground, mud, sand, or gravel should use plywood under each stand as a precaution to prevent each stand from settlement. Make certain each jack is snugged firmly against the boat hull and use safety chains to "cross-lock" jacks.

19.0 REMOVAL OF WRECKS IN TIDE WATERS; NOTICE TO OWNER CAUSING OBSTRUCTION

G.L. Chapter 91 Section 39. If a wreck or abandoned boat, or any unlawful or unauthorized structure or thing, is deposited or suffered to remain in the tide waters of the Commonwealth, except the Charles River basin, and if the department deems it is, or is liable, to cause or become, an obstruction to the safe and convenient navigation or other lawful use of such waters, the department shall remove it or cause it to be removed.

G.L. Chapter 91 Section 40. If any person of the United States is known to the department as the owner of such a boat or of any interest therein, or as having or exercising any control over it as master, agent, insurer, or otherwise, or as having alone or with others built, deposited or caused any other unlawful obstruction, or as owning, maintaining, or using the same in whole or in part, the department shall give him written notice to remove such a boat or other obstruction within a time therein specified. Such notice shall be deemed a sufficient notice to all such owners and other persons if served on one or more of them by the department, or by its order, by delivering the same in hand, by leaving it at the usual place of business or abode or duly mailing it to the post office address of the owner or other person upon whom it is to be served.

20.0 TOWING POLICY

20.1 Emergency Towing

The Harbormaster's Office is permitted to respond to boaters' calls for a tow in emergency situations.

20.2 Non-Emergency Towing by Harbormasters

The Harbormaster may provide free short-range tow services to boats calling the Harbormaster's office for assistance. This practice is common in many municipalities and is recognized, endorsed, and authorized by the U.S. Coast Guard. Private towing services are generally used in longer-range assignments where extensive time is involved in both reaching and towing the boat. Where shorter-distance tows are involved, the Harbormaster's Office service is available in the interests of time, money, and convenience.

20.3 Risks and Dangers Associated with Towing

The Harbormaster's office employees are not required to obtain a six-passenger license or commercial towing endorsement for its towing services because they are provided as a free service of the Town. The Harbormaster practices the strictest safety practices in its towing activities. Marine assistance training is provided for Harbor employees who engage in tow activities. Risks are recognized and dangers are minimized through proper equipment and qualified personnel.

20.4 Insurance and Liability Coverage

The Town of Harwich is insured in the event of an accident while towing. This insurance plan provides coverage for the boat being towed including its occupants as well as for the Harbormaster boat and its crew.

21.0 APPEALS

Any appeals to the regulations contained herein shall be made, in writing, to the Harbormaster on a form created by the Harbormaster's Office in concert with the Waterways Committee within thirty (30) days of notification. If said appeal is denied by the Harbormaster, the appellant may request that the appeal be forwarded to the Waterways Committee for consideration. Appeals denied by the Waterways Committee may be forwarded for further

consideration to the Board of Selectmen at the request of the appellant. In the case of denial by the Board of Selectmen, further action by the appellant may be pursued as allowed by law.

22.0 SEVERABILITY

If a court of competent jurisdiction holds any provision of these Town of Harwich Waterways Regulations invalid, the remainder of these Waterways Regulations shall not be affected thereby. The invalidity of any section or sections or parts of any section or sections of these Waterways Regulations shall not affect the validity of the remainder of these Town of Harwich Waterways Regulations.

23.0 FINES & PENALTIES

The owner of any vessel, mooring, or other objects not properly moored, in violation of these regulations, shall be liable for a fine as set forth in the schedule of fines noted below.

Any person found in violation of any of the provisions contained in these regulations shall be liable for a fine as set forth in the schedule of fines noted below. Each violation shall be considered as a separate violation for purposes of this section. The schedule of fines is as follows:

| | |
|--------------------------------|----------|
| First Offense: | \$50.00 |
| Second Offense: | \$100.00 |
| Third and Subsequent Offenses: | \$200.00 |

Each day that a violation continues will constitute a separate violation of the Harbor Management Plan.

24.0 MASSACHUSETTS EXCISE TAX

Proof of the "Paid" MA Excise Tax is required before payments can be accepted and Harwich Harbor Privileges are allowed. All Fees have to be paid annually and received by the Town of Harwich on or before the date due or the recipient is subject to a late fee.

**APPENDIX A
MOORING ASSIGNMENT LISTS**

Special Purpose Mooring Assignment List

| | |
|----------------------------------------------------------|--------------------------------------------------------|
| Stone Horse Yacht Club — Inner: Mooring Number(s): | 3 28, 29, 39 |
| Stone Horse Yacht Club — Outer: Mooring Number(s): | 4 236, 237, 238, 915 (Race Buoy) |
| Allen Harbor Yacht Club Mooring Number(s): | 4 354, 355, 356, 375 |
| Wequassett Inn — Round Cove : Mooring Number(s): | 2 546, 593 |
| Wequassett Inn — Pleasant Bay: Mooring Number(s): | 5 919, 920, 921, 922, 923 |
| Down Cape Charters — Pleasant Bay: Mooring Number(s): | 10 604, 619, 670, 671, 672, 673, 674, 675, 676, 677 |
| PB Cruising Club – Pleasant Bay: | 1 669 |

Working Mooring Assignment List

| | |
|-----------------------------------------------------------------------------------|---------------------------------------------------------|
| Allen Harbor Marine Mooring Number(s): Transient Moorings: | 4 302, 303, 311, 318 307, 316, 319, 323, 325, 326 |
| Harwich Port Boat Works Inner Harbor Mooring Number(s): Transient Moorings: | 2 1, 2 17, 51, 59, 62, 78, 201 |
| Cross Rip Marine Ames Marine | 114 - Wychmere Inner Harbor 522 - Round Cove |

Commercial Fishing Vessel Moorings

| | |
|-------------------------------------------------|-------------------------|
| Wychmere Inner (31'-36'): Mooring Number(s): | 2 37, 122 |
| Wychmere Outer: Mooring Number(s): | 4 219, 231, 232, 239 |

**APPENDIX B
2012 Town of Harwich
Marine Fee Schedule**

A. Town-Owned Slip Rates

| Type | Fee | Notes |
|------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------------------|
| Recreational Boats (5/1 to 11/15) | 20' - \$77/ft. 30' - \$95/ft. 40' - \$118/ft. | All recreational vessels |
| Commercial Fishing Boats (1/01/-12/31) | 20' - \$85/ft. 30' - \$85/ft. 40' - \$112/ft. | Vessels with A Permits |
| Charter Boats (1/01 - 12/31) | 20' - \$77/ft. 30' - \$95/ft. 40' - \$118/ft. | Vessels with C Permits |
| Passenger Boats (1/01 - 12/31) | 30' & 40' - \$180/ft. Ferry - \$253/ft. | Vessels with D Permits & F Permits |
| Fall transient rate up to 35' LOA** (9/16 - 10/15) | \$1.25/ft./night | Power Extra*** |
| Fall transient rate 36' LOA and over** (9/16 - 10/15) | \$1.50/ft./night | |
| Off-Season transient rate** (5/1 - 6/14; 10/16 - 11/15) | \$9.00/ft./month \$3.00/ft./week \$.60/ft./night | Power Extra*** |
| Summer transient rate 36' LOA and over** (6/15 - 9/15) | \$2.50/ft./night | Power Extra*** |
| Summer transient rate up to 35' LOA** (6/15 - 9/15) | \$1.75/ft. /night No minimum | |
| Winter transient short-term rates** (11/15 - 5/1) | \$7.00/ft./month \$.30/ft./night | For commercial fishing vessels only must have a Town Offload Permit |
| Winter transient long-term** (11/16 - 4/30) | \$22.00/ft. | Active commercial fishing boats only must have a Town Offload Permit |

** Rate based on length of vessel or slip minimum. Price includes LOA. (Measured top of transom to foremost extension, includes pulpits or sprits).

*** Power charge is at nightly rate.

B. Mooring Rates - All Harbors and Ponds (All mooring fees are non-refundable)

| Class | Boat Length | Fee |
|---------------------|----------------------|----------|
| Class 1 | Over 35' feet | \$280.00 |
| Class 2 | 25' feet to 35' feet | \$220.00 |
| Class 3 | 24' or less ** | \$125.00 |
| Private Fresh Water | All* | \$50.00 |

*All Boats with the exception of Board Boats as defined in Section 2.0: Definitions

** 21' maximum LOA and additional \$100.00 Fresh Water Mooring Service Fee assessed for Long Pond Public Mooring Fields (See Definitions).

**APPENDIX B
Marine Fee Schedule (Cont.)**

C. Town-Owned Short-Term Tie Up Rates

| Boat Length | Fee |
|--------------|-----------|
| Up to 35' | \$20.00** |
| 36' and over | \$30.00** |

** Short-term tie up fees are for a two hour period. After two hours, boats will be charged the transient rate per Section A of Appendix B.

D. Trailer Rates

| | | |
|---------------------------------------------------|-----------------------------------------------------------------|-------------------------------------------|
| One day trailer permit (Saquatucket & Allen only) | Saturday of Memorial Day Weekend to Monday of Labor Day Weekend | \$10.00/day |
| Seasonal trailer permit * | Saturday of Memorial Day Weekend to Monday of Labor Day Weekend | \$100.00/season |
| Boat transportation agent annual permit fee | May 1 st to November 15 th of each year | \$200.00/season (\$125.00 ea. Additional) |

* For use at Saquatucket Harbor, Allen Harbor, Round Cove and first landing at Long Pond. All trailers, boats and R/V's must vacate the town-owned parking area between the hours of 12:00 a.m. and 4:00 a.m.

E. Offloading Permit Rates

| Permit Class | Type | Fee |
|-----------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------|
| Class 'A' | Unrestricted (Renew 1/1) | \$50.00 |
| Class 'B' | 10/15 – 6/1 (Renew 10/15) | \$12.50/ft |
| Class 'C' (Attached & Unattached) | Unrestricted (Renew 1/1) | \$22.50/ft |
| Class 'D' | Passenger carrying boats for 6 or more (Renew 1/1) | \$3.00/passenger |
| Class 'E' | Unrestricted fueling – vessels with alternative Harwich dockage (Renew 1/1) | \$15.00/ft |
| Class 'F' | Passenger Ferry up to 80 passengers (Renew 1/1) | \$3.00/passenger |
| Class 'R' | Trailered Day Boat Charters (Renew 1/1) | \$400.00/rig (boat w/ trailer) (ramp fee extra) |
| Class 'T' | Tuna landing permit (Renew 1/1) | \$100.00/vessel |

F. Buyer Permit Rates

| Number of Vehicles | Fee |
|--------------------------|---------|
| Tuna buyer – per vehicle | \$25.00 |

G. Town-Owned Slip and Mooring Waiting List Rates

| | |
|----------------------|-----------|
| Slip waiting list | \$20/Year |
| Mooring waiting list | \$10/Year |

**APPENDIX B
Marine Fee Schedule (Cont.)**

H. Power Charge Rates

| | |
|---------------------------|-----------------------------------------------------------------------|
| Seasonal plug-in (30 amp) | \$8.00/ft per outlet* |
| Seasonal plug-in (50 amp) | \$16.00/ft per outlet* |
| Nightly plug-in | 50 amp = \$11.00/night per outlet 30 amp = \$8.00/night per outlet |

*Seasonal per foot plug-in rate is based upon the manufactured length of the permitted vessel.

The marina, Town of Harwich or Harbormaster shall not be liable for damages or losses incurred by interruption of electrical power to any vessel

I. Boat Ramp Fees

| Type | Fee | Notes |
|----------------------------|-------------|-----------------------------------------------------------------|
| Seasonal boat ramp passes* | \$100.00 | Saturday of Memorial Day Weekend to Monday of Labor Day Weekend |
| Daily (one-day) passes | \$10.00/day | Saquatucket boat ramp only |
| Parking Violation | \$125.00 | Each offense |

* For use at Saquatucket, Allen Harbor, Round Cove and First Landing at Long Pond

J. Other Town Fees

| | |
|-----------------------------------------------|---------------------------------------------------------|
| Charter Fishing Boat Special Permit | \$50.00/Day |
| Mooring inspection fee | \$10.00 |
| Mooring servicing agent annual permit fee | \$200.00 |
| Harbor boat tender service annual permit fee | \$50.00 |
| Fuel vendor tank truck annual permit fee | \$50.00 |
| Vessel fueling from tank truck fee per gallon | \$0.05/gallon |
| Fish Weir Operator annual permit fee | \$25.00 per year |
| Waterways User Fee (Salt Water)* | \$125.00 per year (docked) \$50.00 per year (moored) |
| Waterways User Fee (Fresh Water)* | \$50.00 per year (docked) |

* "Waterways User Fee" is for any vessel moored or docked in Harwich salt/fresh waters for more than two weeks (cumulative) during the calendar year. This User Fee applies to all vessels with the exception of "Board Boats" as defined in Section 2 and fresh water moored boats.

K. Late Fees

| Type | Fee | Notes |
|---------------------------|----------|---------------------------------|
| Slip Permit Deposit | \$100.00 | Applied after Dec. 1 deadline* |
| Slip Permit Final Payment | \$100.00 | Applied after Mar. 1 deadline* |
| Mooring Permit | \$50.00 | Applied after Mar. 15 deadline* |

* Failure to pay the required Slip/Mooring Permit Fee and late fee by defined dates in Sections 3.1, 3.2 and 3.3 will result in immediate forfeiture of the Slip/Mooring.

APPENDIX C
Minimum Safety Standards for Boat Moorings in Harwich

These specifications are established to set a minimum safety standard for boat moorings within the Town of Harwich in normal conditions. In the event of a Hurricane or Storm, owners are encouraged to take additional safety measures per Section 18.0.

EXPOSED AREAS:

(Pleasant Bay, Nantucket Sound and Wychmere Outer Harbor)

| Vessel length | Mushroom/Pyramid | Chain size | Hawser/ Painter diameter |
|---------------|------------------|------------|--------------------------|
| Under 16' | 100 lbs. | 3/8" | 1/2" |
| 16' to 19' | 150 lbs. | 1/2" | 1/2" |
| 19' to 26' | 200 lbs. | 1/2" | 5/8" |
| 26' to 30' | 250 lbs. | 5/8" | 3/4" |
| 30' to 40' | 300 lbs. | 5/8" | 7/8" |
| 40' to 50' | 400 lbs. | 3/4" | 1" |

PROTECTED AREAS:

(Allen Harbor, Wychmere Inner Harbor, Round Cove and Herring River)

| Vessel length | Mushroom/Pyramid | Chain size | Hawser/Painter diameter |
|---------------|------------------|------------|-------------------------|
| Under 16' | 75 lbs. | 3/8" | 1/2" |
| 16' to 19' | 100 lbs. | 3/8" | 1/2" |
| 19' to 26' | 150 lbs. | 1/2" | 5/8" |
| 26 to 30' | 200 lbs. | 1/2" | 3/4" |
| 30' to 40' | 250 lbs. | 5/8" | 7/8" |
| 40' to 50' | 300 lbs. | 3/4" | 1" |

Mooring Requirements:

1. Length of chain and hawser to be determined by Mooring Servicing Agent and/or Harbormaster.
2. All mooring buoys must be of soft foam or plastic material. Color must be white with a blue band and mooring number/owners last name must be displayed on the mooring buoy in contrasting color not less than 3".
3. Mooring painters and lines must be of a non-floating type material. The painter thickness must be in accordance with Appendix C. Double painters are recommended for all exposed areas and chaffing gear is recommended for both exposed and protected areas.
4. Shackles must be seized with stainless wire, 12 gauge copper wire, or tough plastic cable ties and must also be the same size or larger than the chain.

APPENDIX D Boat Ramps

The Town of Harwich maintains several boat ramps for public use. Tidal-water ramps are located at Saquatucket Harbor in Harwichport, Allen Harbor in Harwichport, Round Cove in East Harwich and Herring River in West Harwich and there are two public ramps located on Long Pond. The Saquatucket Boat Ramp is Public Access Board Ramp. All ramps are governed by the Town of Harwich regulations listed herein, in addition to the provisions of the Code of Massachusetts Regulations, Title 324, Sections 2.00 through 2.05 and the Town of Harwich Protective By-Laws and listed below respectively.

CMR 324, 2.00-2.05

Authority 2.01

Special situations within certain Public Access Facilities requiring detailed regulations will be printed separately. The Public Access Board authorizes any rules and regulations under MGL Ch. 21, s.17A pertaining to Public Access Facilities.

Admittance 2.02

Maximum limits as to the number of users of Public Access Facilities under the control of the Public Access Board will be established for each Public Access Area. Admittance to given areas may be suspended temporarily when in opinion of the Public Access Board a need arises.

Boat Ramp Rules 2.03

1. No person shall build or maintain a fire for any purpose.
2. No person shall remove, destroy, or deface any vegetation, sign, poster, building or other property.
3. Parking areas are for the sole use of motor vehicles parking in conjunction with the intended use of the facility. Vehicles shall be parked according to striping pattern or other means used to delineate the proper places to park. The conduct of any other activities in the parking areas is prohibited.
4. Camping, swimming, sleeping, and picnicking activity shall not be permitted within the boundary of the Public Access Facility.
5. Water-skiing shall not be conducted from or within 300 feet of any Public Access Board Facility. The operation of personal watercraft shall not be conducted from any Public Access Facility, except for initial embarkation and final disembarkation.
6. No fishing activity shall be conducted from within a fifty (50) foot radius of any boat launching ramp.
7. At no time shall a person deposit or leave any refuse on land or adjacent waters under the control of the Public Access Board. The deposit of sanitary waste is also strictly prohibited.
8. The washing of motor vehicles, flushing motors or other equipment is prohibited.
9. No person shall carry on any business or commercial calling or trade, sell or otherwise deal in wares of any sort, advertise any such business or commercial calling, hold any public meeting, or conduct any tournament contest or organized event, unless he shall have received a written permit from the Public Access Board. Posting of any sign or notice (commercial or otherwise) without the prior approval of the Public Access Board is prohibited.
10. No person shall dock or beach a boat or leave a motor vehicle or trailer for more than 24 hours within the boundary of the Public Access Facility. Storage of boats, equipment or other items on Public Access Facilities shall be prohibited except with written permission of the Public Access Board and the managing authority (Harbormaster).
11. Disorderly conduct, gambling, drinking of alcoholic beverages, use of illegal drugs, obscene or indecent language or behavior is prohibited.
12. The closing or gating of any Public Access Facility or any action that prohibits or impedes the ability of the public to use any such facility without the written permission of the Public Access Board is prohibited.

Violations 2.04

Violations of any of these rules may be punished by a fine of not more than one hundred (\$100) dollars for each offense.

Risk 2.05

Persons using the Public Access Facilities do so at their own risk.

Town of Harwich Protective By-Laws

Consumption of Alcohol in Public - Penalty 4-806

It shall be unlawful for any person to consume alcoholic beverages on any public highways or public parking places, including vehicles thereon, within the Town of Harwich. Whoever violates the provisions of this by-law, shall be fined fifty (\$50.00) dollars for each offense.

Rude and Disorderly Persons - Penalties 4-810

No person shall behave in a rude, indecent or insulting manner or use insulting language, or shout or scream and/or utter loud cries without reasonable cause in any public place in the Town to the annoyance or disturbance of any person there being or passing, or loiter on any sidewalk or street or about doorways or places of business to the annoyance or disturbance of any person. Any person violating any of the provisions of this by-law shall be fined fifty (\$50.00) dollars for each offense.

Camping or Tenting - Violation and Penalty 4-810

No person shall, between the hours of 8:00 P.M. and 8:00 A.M., set up on any property, public or private, without permission of the owner thereof, a camp, tent, trailer or vehicle adapted to habitation, self-propelled or capable of being towed by any other vehicle, or sleep in the open on any property, public or private, without permission of the owner thereof within the territorial limits of the Town of Harwich. Any person violating any of the provisions of this by-law shall be fined fifty (\$50.00) dollars for each offense.

Restraining Dogs 4-812

All dogs owned or kept within the Town of Harwich shall at all times be kept securely restrained by means of a suitable leash, rope or chain which effectively confines the dog to the property owned, occupied or controlled by the dog's owner or keeper, provided, however, a dog in the presence of its owner, keeper or responsible person having charge thereof and under the control of said person, need not be restrained by means of rope, leash or chain or confined to property of such person so long as such control is effective in preventing the dog from damaging or harassing persons. (Dogs and pet animals are permitted in the Marina only on a leash or otherwise confined or restrained.)

Public "Beach Scooper Law":

In order to further protect the wetlands and waterways of the Town from non-point pollution the Board of Health and Board of Selectmen have adopted the following regulations in accordance with MGL c.111 s.31: All animal owners are responsible for removing wastes produced by their animals while on any beaches within the Town of Harwich. The term beaches shall include: sand, dune, water, and parking lot, violation of this regulations subject \$50 per order of the Board of Selectmen.

APPENDIX E Docks and Piers

In addition to any of the provisions found within the Harbor Management Plan, docks and piers are also governed by the Town of Harwich Wetlands Protection Bylaw listed below. A complete copy of the Town of Harwich Wetland Protection Regulations may be obtained by contacting the Conservation Administrator.

1.10 Water Dependent Structures

1. PREAMBLE

Any water dependent structure such as a wharf, float, pier, dock, or similar structure as hereafter defined, constructed seaward of Mean High Water in any tidal waters of the Town after the effective date of the By-law shall be subject to the provisions hereof and be in conformity hereto. Any water-dependent structure constructed within areas of Pleasant Bay where structures are allowed shall also be subject to the provisions of the Pleasant Bay Management Plan's Guidelines and Performance Standards for Docks and Piers.

2. DEFINITIONS

- a. Deck – The surface of a water-dependent structure designed as the walkway for persons using the same.
- b. Float – A floating structure anchored in position by pilings chain or otherwise, which is designed to rise and fall with the tide, used in conjunction with a wharf, pier or dock to moor and give access to a vessel.
- c. Gangway – A ramp or platform used to provide access between a float or vessel and a pier, dock or wharf.
- d. Deep Water Channel – The area of a water body wherein the depth of water is three feet or more at mean low water.
- e. Mean High Water - The elevation in feet above NGVD (National Geodetic Vertical Datum) established by the present arithmetic mean of the water heights observed at high tide over a specific 19-year Metonic Cycle (the National Tidal Datum Epoch) as shown on the New England Coastline Tidal Flood Survey – Tidal Flood Profile No. 9 Barnstable to Chatham, MA by the New England Division, Corps of Engineers. Where salt marsh occurs, the mean high tide will be that point where spartina alterniflora gives way to spartina patens. Walkways over salt marshes that extend beyond this intersection will be regulated under the provisions of this By-law.
- f. Piling – A column constructed from any material used to support the deck or other structural member of a wharf, pier or dock or to serve as a mooring spar or dolphin for vessels or floats.
- g. Water Dependent Structure - Any structure, or combination of structures, built adjacent to or at an angle from the shore and extending seaward beyond the mean high water mark so that vessels may lie alongside to receive and discharge passengers or cargo or for use as a promenade and shall include structures commonly referred to as floats, docks, piers, or wharves.

3. STANDARDS AND REQUIREMENTS

- a. No water dependent structure shall hereafter be constructed without a permit to do so issued by the Conservation Commission. The applicant shall first seek review of any dock and pier application by the Waterways Committee and/or the Harbormaster. Such comments shall be included with the application to the Commission.
- b. No permit to construct a water-dependent structure shall be issued unless the following standards are complied with:
 - 1. No structure or its related appurtenances, including floats, shall extend more than eighty (80) feet seaward of the mean high water mark; nor farther than fifty (50) feet into the deep water

channel; nor be allowed to encroach upon the deep water channel so as to reduce the usable width thereof to less than fifty (50) feet; and no vessel shall be moored thereto so as to encroach upon the fifty (50) foot minimum, nor shall it extend so as to interfere with any designated vessel mooring areas or established shellfish beds. In areas of Pleasant Bay where structures are allowed, all water-dependent structures shall meet the recommended 50 foot setback from navigational channels and mooring areas

2. No new structure, or any vessel moored thereto, shall be allowed closer than sixty-five (65) feet to an adjacent structure. In areas of Pleasant Bay where structures are allowed, the separation between structures shall be no less than 250 feet. Additionally, "shared use" proposals (i.e. a single structure to be jointly owned and used by two or more shorefront property owners) are encouraged to preserve access by shore front property owners while reducing the number of structures that might otherwise be permitted.

3. Structures shall be constructed as closely as possible to the perpendicular from the shoreline, excepting shared docks located on a property line. In areas of Pleasant Bay where structures are allowed, all water-dependent structures shall be a minimum of 50 feet from property lines and associated riparian lines unless the structure will be owned and used by two or more contiguous shorefront property owners. In such cases, the 50 foot setback requirement shall apply to the outermost boundaries of the two or more contiguous properties so that the structure may be placed on a shared property line.

4. No structure (except floats) shall exceed four (4) feet of walkway width.

5. No float or combinations thereof shall exceed two hundred (200) square feet of surface area nor shall any float be allowed landward of mean low water. Preferred float configuration shall be "T" shaped in order to encourage use of the float at its deepest end. No permanent "T" or "L" shaped docks or piers are allowed.

6. In order to protect the foreshore, all structures (except floats) shall be supported by pilings. Decks shall have a minimum ½" inch spacing between deck planks and shall be at an elevation equal to the width of the deck above mean high water or, in areas of marsh, above the marsh vegetation, whichever is higher. Notwithstanding the forgoing, in all areas where the foreshore is passable on foot, a flight of stairs on either side of the deck shall be provided to allow persons to lawfully use the foreshore. A directional sign shall be placed indicating permission to cross the structure.

7. Any structure proposed for siting in a salt marsh, or in a body of water adjacent to a salt marsh, shall not destroy any portion of the salt marsh or its substratum, nor have any adverse impact on the productivity of the salt marsh. Additionally, the structure should be oriented to minimize the effect of vessels using the structure on the adjacent salt marsh and in its substratum.

8. No structures shall be located within 50 feet of an existing eelgrass bed or within a shellfish area defined by the Town Bylaws or Town Shellfish Warden. The presence or absence of shellfish at a proposed site must be determined by a shellfish survey submitted by the applicant. The survey shall include existing populations of all sizes of commercially important species of shellfish (clams, quahogs, scallops, mussels) and shall also include other species of mollusks which may indicate the capacity of the area to support commercially important species. The survey shall also include a description of shell fragments, if feasible, and references, if available, to historical information regarding the presence or absence of shellfish species. Within the Pleasant Bay ACEC, relocation of shellfish encountered during construction of a project is not acceptable mitigation (except when the project is part of a Town or State-sponsored shellfish relay program, and then only if it can be clearly shown that the productivity of that shellfish bed would not be diminished by its relocation).

9. Any structure proposed for siting within a Fish Run or within 100 feet of a Fish Run shall not have any adverse impact on the fish run by impeding or obstructing the migration of fish or by impairing the capacity of spawning or nursery habitats necessary to sustain the life stages of the fish. Construction or maintenance of structures shall not occur between 15 March and 15 June without specific written permission from the Division of Marine Fisheries.

10. In order to provide the underlying seabed full exposure to sunlight during six months of the year, all proposed structures shall be seasonal – with six months maximum use. Off season storage plans shall be submitted for review and approval by the Conservation Commission.

11. The Commission/Committee shall deny a permit in any case where a proposed structure or combination of structures, otherwise complying herewith, would not extend to a point where at mean low water, a water depth of at least two and one half (2½) feet is maintained; no vessel shall be aground at mean low water.

c. No permit shall be issued for construction of a new, private water dependent structure in the area of Round Cove of Pleasant Bay. This area includes all contiguous parcels beginning with the northerly boundary of the property (Map & Parcel Number 115-S1-3) and extending southerly along the shore to the southerly boundary of the property (Map & Parcel Number 109-B1-5), and all shorefront parcels between these two properties including Round Cove. This prohibition does not apply to existing, licensed structures or to the maintenance of existing, licensed structures.

APPENDIX F
Shellfish Regulations

Recreational Shellfish Regulations

- 1. Applicability:** Persons taking shellfish and/or eels in the Harwich waters must have a valid Harwich Shellfish Permit.
- 2. Availability and Cost:** Permits can be obtained at the Natural Resources Office during normal business hours. Permit fees are as follows:
 - Taxpayer \$ 20.00
 - Non-Taxpayer \$60.00
 - One-Day \$20.00
 - Senior Taxpayer (age 65 years) \$6.00
 - Replacement fee \$2.00.
- 3. Assignment:** Shellfish permits cannot be reassigned or transferred. All permits are to be used by individuals that are 16 years of age and older (under 16 are required to be with permitted individuals).
- 4. Allowed Limit:** Individuals with Harwich permits may take quahogs, mussels, razorfish, sea clams and soft shell clams on open days up to the total of one (1) ten quart pail of shellfish per week from any classified open area. The shellfishing week runs from Monday through the following Sunday. During times when oysters may be taken, the ten-quart limit given above shall include their taking also.
- 5. Mandatory Permits and Equipment:** Permit holders must have in their possession a Harwich Shellfish Permit, an open peck basket, mesh bag or calibrated bucket and make use of a standardized shellfish measuring device appropriate for determining legality of catch.
- 6. Legal Time and Days:** The harvesting of shellfish is allowed from one-half hour before sunrise until sunset on open days (see Shellfishing Days below) in approved open areas for all shellfish with the exception of scallops and oysters. Oysters may only be taken September 1st through April 30th only on open days as given above. Bay scallops may not be taken before November 1st at which time regulations will be issued governing their taking.

Recreational Shellfishing Days

| From | Through | Wed | Thurs | Sat | Sun |
|-----------------------|------------------------|-----------------------------------|-------|-----|-----|
| Jan 1 st | March 31 st | (Everyday, temperature dependant) | | | |
| April 1 st | April 30 th | X | X | X | X |
| May 1 st | May 31 st | X | | X | X |
| Jun 1 st | Sep 30 th | X | | X | |
| Oct 1 st | Oct 31 st | X | | X | X |
| Nov 1 st | Dec 31 st | X | X | X | X |

- 7. Open Areas and Area Closures:** A commercial shellfish permit holder may not shellfish on a recreational permit for any commercially harvestable species in a recreational designated area. No person shall take or attempt to take shellfish from an area under a "closed status", a prohibited area or any "Resource Propagation Zone". No digging of shellfish shall be allowed in vegetated areas in accordance with the Massachusetts Wetlands Protection Act and the Harwich Wetlands Protection By-Law. Areas of the shoreline or flats may be closed from time to time by the Natural Resources Department for the protection and development of juvenile shellfish populations. Development areas will be designated by signs reading "Resource Propagation Zone". Since many locations are effected by seasonal restrictions permit holders should check with the Selectmen's Office or Natural Resources Department (telephone 508-430-7532) on the status of conditionally approved areas before venturing out.
- 8. Size Limit:** Shellfish shall be culled and all seed shall be returned to the waters and flats immediately. All shellfish must be brought home in the shell. Persons shall not take or have in their possession (in basket, bucket, bag or other container): Soft-shell clams less than two (2) inches in the longest diameter; Quahogs less than one (1) inch in shell thickness (hinge width); Oysters less than three (3) inches in the longest diameter; Sea Clams less than five (5) inches in the longest diameter; Eels or elvers less than four (4) inches in total length.
- 9. Temperature Restriction:** Dry digging quahogs and dry taking of soft-shell clams shall not be allowed when the shaded air temperature falls below 30° F (-1° C). All holes shall be filled and seed clams replanted with the "neck"

of the clam up at the time and place where dug. The restriction for all sub-tidal shellfish harvesting shall take effect when the shaded air temperature falls below 25°F (-3.9°C). For accurate weather call (508)945-5034.

10. Gear Restrictions: Soft-shell clams and razorfish clams may be taken by hand, with standard clam hoe (rake) or hand plunger and dipnet; Quahogs may be taken by hand, rakes, tongs or bullrake. Oysters may be taken by tongs and box rake. No shovels, forks, mechanical hydraulic pump or other devices shall be used. Skin or scuba diving for shellfish is prohibited. Eels may be speared or a total of three clearly marked (last name) eel pots per permit may be set.

11. Wet Storage: The wet storage of shellfish is prohibited, except with the written permission of the Natural Resources Department.

12. Predator Control: As a means of controlling the losses of shellfish to natural means, starfish, wrinkles, cockles, green, calico and spider crabs, shall be deposited above the high water mark.

13. Renewal: Permits shall be issued from January 1st to December 31st, at the Natural Resources Office. The applicant shall submit a prior year catch report as part of the application.

14. Inspection: All persons taking shellfish shall land or walk ashore at any place designated by the Shellfish Constable to allow for inspection.

15. Penalties: The penalties for violation of any of these regulations shall be a fine of not less than \$10.00 and not more than \$50.00 for each offense or the revocation of license or permit by the Selectmen or both. The revenue of any said fine shall be paid to the Town of Harwich. Town ordinance provides that any license or permit may be denied, revoked or suspended for non-payment of taxes, fees, assessments, betterments or other municipal charges, Chapter 40, Sec. 57 MGL.

16. Contaminated Areas: Under General Law the penalty for taking shellfish from any contaminated /closed area is between \$50.00 and \$300.00 or by imprisonment of not more than sixty days, or both.

17. Enforcement: The foregoing regulations shall be enforced by the Shellfish Constables, Deputy Shellfish Constables, Deputy Shellfish Constables, Natural Resources Officers and any Police Officer of the Town of Harwich, hereinafter called "enforcing persons". Permits may be suspended for violation of the regulations by the enforcing person. A hearing may be scheduled for reinstatement of the permit may be held at the next meeting of the Board of Selectmen. Enforcing persons may in their discretion, initiate criminal proceedings for any violation thereof. Alternatively, enforcing persons may utilize the method of non-criminal disposition established by Chapter 40, Sec. 21D, MGL.

Commercial Shellfish Regulations - General

1. **Applicability:** No person shall take any species of shellfish or eels from within the waters of the Town of Harwich and sell same without a Commercial Shellfish Permit issued to the individual by the Town of Harwich. A commercial shellfish permit holder may not fish on a recreational permit for any commercially harvestable species in a recreational designated area. The applicant must already have been issued a State Commercial Fishermen identification license number.
2. **Permanent Residency Requirement:** The applicant must be a year-round resident of the Town of Harwich and shall furnish proof to verify the applicant is domiciled in the Town of Harwich. Proof of residency shall include: a current real estate tax, mortgage or lease, a copy of motor vehicle registration, a valid motor vehicle operators license and/or Harwich voter registration card.
3. **Age Requirement:** The applicant shall have reached the age of sixteen (16) years. A birth certificate may be accepted as proof.
4. **Permit Fees:** Fee for Commercial Shellfish Permit is \$50.00. Permit replacement fee \$2.00.
5. **Renewal:** Permits shall be issued from January 1st to the following December 31st, at the Town Hall and/or Harbormaster's Office. The applicant shall submit a prior year catch report.
6. **Measuring Tools:** Permit holders must have in their possession a Harwich Commercial Shellfish Permit, an open peck basket, or calibrated bucket and make use of a 1", 2", 3" standardized shellfish measuring device as a tool in determining legality of catch.

7. Commercial Species: Shellfish which may be harvested commercially in Harwich are quahogs, oysters, bay scallops and mussels. Commercial harvest of sea clams requires a State regulatory permit. Oysters may be taken September 1st through April 30th only; Bay Scallop regulations shall be made effective November 1st.
8. How and Where: All commercial fishing for quahogs in the Town of Harwich shall be done by the long rake or tong method and the shellfish person shall stand in a boat or on a floating platform, raft or barge. Oysters must be taken by box rake or tongs only. Commercial shellfishing by wading (scratching) shall be allowed only in Pleasant Bay. Commercial shellfishing by dry digging at Pleasant Bay or Muddy Creek is prohibited. Commercial shellfishing may be allowed subject to Selectmen proviso at Round Cove, Allen Harbor, Wychmere Harbor, Herring River or Nantucket Sound where water is more than 3 ½ feet deep at mean low water. Check with Natural Resources Department (508-430-7532) on special commercial area openings and the status of conditionally approved areas.
9. Assignment: Shellfish permits cannot be reassigned or transferred.
10. Open Days: There shall be no commercial shellfishing on Sunday.
11. Area Closures: No person shall take or attempt to take shellfish from an area under a "closed status", a prohibited area or a "Resource Propagation Zone". Areas may be closed from time to time by the Natural Resources Department for the protection and development of juvenile shellfish populations. Development areas will be designated by signs or buoys reading "Resource Propagation Zone".
12. Daylight Hours: The harvest of any shellfish is prohibited during night time hours, sunset to ½ hour before sunrise.
13. Limits: Shellfish shall be culled and all seed shall be returned to the waters and flats immediately. Unless posted otherwise at the Selectmen's Office, the commercial limit: on littlenecks shall be 100 lbs (five level pecks) per day; on oysters shall be two (2) level bushels per day. All shellfish must be landed in the shell. Persons shall not take or have in their possession (in basket, bucket or sack): Quahogs less than one (1) inch in shell thickness (hinge width); Oysters less than three (3) inches in the longest diameter; Sea clams less than five (5) inches in the longest diameter; Eels or elvers less than four (4) inches in total length.
14. Culling Limitations: All shellfish shall be culled and the seed returned to the water immediately after taking. The amount of uncultured shellfish upon any culling board shall not exceed one(1) level bushel. Quahog seed must be broadcast, lump dumping of seed is forbidden.
15. Tagging: All shellfish harvested commercially must be tagged with the name, address, date, area and State License Identification #. The smallest container must be tagged. This means all bags and sub-bags require individual tags.
16. Temperature Restriction: No commercial shellfishing shall be allowed when the shaded air temperature falls below 25o F (-3.9 C).
17. Gear Restrictions: Quahogs may be taken by rakes, tongs, bull rake (mud rake) or box rake. Oysters may be taken by tongs or box rake. No shovels, forks or mechanical hydraulic pump other devices shall be used. Skin or scuba diving for shellfish is prohibited. Eels may be speared or a total of forty (40) clearly marked (state license #) eel pots per permit may be set. No eel pot shall be set in the middle of any navigable channel.
18. Wet Storage: The wet storage of shellfish is prohibited, except with the written permission of the Natural Resources Department.
19. Predator Control: As a means of controlling the losses of shellfish to natural means, starfish, wrinkles, cockles, green, calico and spider crabs, shall be deposited above the high water mark.
20. Inspection: All persons taking shellfish shall land at any place designated by the Shellfish Constable to allow for inspection.. Commercial shellfishermen shall land their days catch at designated Harwich Town Landings. Shellfish harvested in Pleasant Bay must be landed through Round Cove Town Landing.

21. Penalties: The penalties for violation of any of these regulations shall be a fine of not less than \$10.00 and not more than \$50.00 for each offense or the revocation of license or permit by the Selectmen or both. The revenue of any said fine shall be paid to the Town of Harwich. Town ordinance provides that any license or permit may be denied, revoked or suspended for non-payment of taxes, fees, assessments, betterments or other municipal charges, Chapter 40 sec.57.
22. Contaminated Areas: Under General Law the penalty for taking shellfish from any contaminated /closed area is between \$50.00 and \$300.00 or by imprisonment of not more than sixty days, or both.
23. Enforcement: The foregoing regulations shall be enforced by the Shellfish Constables, Deputy Shellfish Constables, Natural Resources Officers and any Police Officer of the Town of Harwich, hereinafter called "enforcing persons". Permits may be suspended for violation of the regulations by the enforcing person. A hearing may be scheduled for reinstatement +of the permit at the next meeting of the Board of Selectmen. Enforcing persons may in their discretion, initiate criminal proceedings for any violation thereof. Alternatively, enforcing persons may utilize the method of non-criminal disposition established by Chapter 40, sec.21D. MGL.

Commercial Shellfish Regulations - Hydraulic Shellfish Dredging

1. Taking of legal sized quahogs by means of hydraulic shellfish dredging by Harwich Commercial Shellfish Permit holders with an appropriate commercial boat offloading permit for the Harwich town docks is permitted in the deep water of Nantucket Sound south of the 12' contour line, east of the Nantucket Cable. Taking of legal sized quahogs by means of hydraulic shellfish dredging is also allowed for Harwich Commercial Shellfish Permit holders with vessels up to 90 HP is permitted in the deep water of Nantucket Sound south of the 12' contour line, east of the Nantucket Cable.
2. Allowable catch for hydraulic harvested quahogs is 40 bushels per day per vessel with a limit on littlenecks of 20 bushels per day. Quahogs in anyway fitting through a 2 ½" inch ring must be counted within a bushel as littlenecks. Catch limits may be subject to change according to the Massachusetts Division of Marine Fisheries.
3. No shellfish dragger operator shall leave his boat and come ashore and/or land quahogs then return to the waters for the purposes of additional dredging for quahogs without permission from the Shellfish Constable or Deputy Constable(s).
4. There will be no hydraulic dredging for quahogs within the area of any fish weir or its anchors.
5. Shellfish hydraulic drags shall be limited to a 48" inch width cutting bar.
6. All drag shellfish must be landed at a Town of Harwich landing.
7. Fueling privileges at the Town Pier only for boats holding current Town of Harwich Off-load Permits.

Bay Scallop Regulations

The Town of Harwich does not require a specialized Bay Scallop Permit but instead honors regular valid Harwich Shellfish Permits for purposes of harvesting legal Bay Scallops. Those who participate in the fishery are welcome. Scallopers are cautioned to be very careful about interpreting between adult and seed scallops and are cautioned to err toward returning any questionable scallops to the beds. The interpretation of these rules against the main body of regulations is that recreational scallop fishing is allowed only on regular open recreational shellfish days while commercial scalloping is not permitted on Sunday. The Natural Resources Department would appreciate any recommendations, suggestions or evaluation of its shellfishery including the improvement of its service or operations. Please feel free to contact the Natural Resources Director.

1. Effective November 1st, through March 31st, permit holders may take adult scallops from all open areas. Effective October 1st through October 30th, permit holders may take adult scallops from deep water (areas exceeding 13' MLW) areas of Nantucket Sound.
2. Holders of recreational, Senior Citizen and valid one-day shellfish permits may take adult scallops between the hours of one-half hour before sunrise until 4:30 P.M. The limit in this instance will be one (1) level bushel of adult scallops per permit per week.

3. An Adult Scallop shall be a scallop *Aequipecten irradians* with a well defined raised annual growth line. Any scallop without said line shall be deemed a seed scallop.
4. Holders of Harwich Commercial shellfish permits may take adult scallops between the hours of one-half hour before sunrise until 4:00 P.M. During the months of February and March scallops must be landed by 4:30 P.M.
5. The Commercial limit shall be five (5) level bushels for each permit holder with a maximum of two permit holders per boat. Shellfish permits cannot be reassigned or transferred.
6. All Commercial Shellfish Permit holders must land their catch at an official at an official Harwich Town Landing or any place designated by the Shellfish Constable or his/her assistants to allow for inspection. The shellfish constables have the right to board boats to inspect for valid shellfish permits or catch.
7. All scallops taken at Pleasant Bay by boat/drag shall be landed at Round Cove Town Landing.
8. No commercial permit holder shall come ashore with scallops and return to the waters for the purpose of further scalloping without the permission of the Shellfish Constable. Scallops must be landed in the shell.
9. Scallop dredges shall not be more than thirty six inches (36") wide and of light construction similar to the conventional lead drag.
10. All culling shall be done in immediately and in deep water. No starfish, horseshoe crabs, green crabs or conchs shall be returned to the water but taken ashore in the shell and placed above the high tide mark.
11. All shellfish permits must be renewed by January 1st of the New Year. The Selectmen reserve the right to suspend any permits for violation of these regulations.

APPENDIX G Shellfish Area Closures/Open Areas

The status of shellfishing areas falls under the administration of several agencies at the Town, State, and Federal levels. All persons shellfishing should check with the Natural Resources Department to learn of updated reports on conditions. All dates herein are subject to water testing results conducted and subsequent approved by the State of Massachusetts Division of Marine Fisheries.

PERMANENTLY CLOSED AREAS at all times for reasons of elevated bacteria counts include:

Allen Harbor (North): permanently closed north side (defined by a line from Swanton Property dock to a point on the tip of the west side peninsula at the mouth of Oyster Creek)

Muddy Creek (West) permanently closed west of the Route 28 dike

Saquatucket Harbor within the footprint of the Marina is permanently closed

Herring River north of Smith Street

Red River, South Harwich in its entirety.

TEMPORARY CLOSED AREAS include:

Allen Harbor (subject to Section 74A closure any time; closes April 30 to November 1); otherwise permanently closed north side (defined by a line from Swanton Property dock to a point on the tip west side peninsula at the mouth of Oyster Creek).

The waters and flats and all tributaries thereto of Saquatucket Harbor in the Town of Harwich, north of a line drawn east from the southern tip of breakwaters at the harbor entrance. Saquatucket Harbor outside footprint of marina (Section 74A closure May 15 to November 1); otherwise permanently closed.

Herring River (Section 74A closure April 30 - December 1); otherwise permanently closed Smith Street north.

Muddy Creek (subject to Section 74A closure any time; closes May 31 to December 1); otherwise permanently closed west of the Route 28 dike.

Round Cove (subject to Section 74A closure at any time; closes April 30 to November 1); otherwise open.

Wychmere Harbor (subject to Section 74A closure any time; closed May 31 to November 1). Seasonally restricted - the waters and flats of Wychmere Harbor north of a line drawn across the mouth of Wychmere Harbor; otherwise seasonally approved December 17 to April 30 (dates inclusive).

APPENDIX H
Herring (Alewife) Regulations

Herring Run Rules TAKING OF HERRING PROHIBITED

1. The Harwich herring run at Depot Street, West Harwich and all areas along Herring River, its tributary streams and headwater ponds will be closed to the taking of herring (alewives).
2. Signs will be prominently posted at the herring ladder area off Depot Street to indicate "Taking of Herring (Alewives) Prohibited"
3. Vehicular access to the Johnson Flume parking area for public viewing purposes or freshwater fishing will be allowed Saturdays and Sundays only from 9 AM to 3 PM when the entrance gate will be unlocked and opened.
4. The taking of alewives is prohibited from Skinnequit Brook and Skinnequit Pond.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



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

732 MAIN STREET, HARWICH, MA

To: Board of Selectmen

From: Christopher Clark, Town Administrator

RE: Proposed Phase 2 Wastewater Program – Engineering Agreement

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

Date: January 12, 2017

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

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

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

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

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



Memorandum

To: Christopher Clark, Town Administrator
Town of Harwich

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

Date: December 20, 2016

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

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

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

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

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

Mr. Christopher Clark
December 20, 2016
Page 2

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

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

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

CC: Robert Cafarelli
Dan Pelletier

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

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

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

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

ARTICLE 1 – SCOPE OF SERVICES

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

ARTICLE 2 – TIMES FOR RENDERING SERVICES

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

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

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

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

ARTICLE 5 – GENERAL CONDITIONS

- 5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- 5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does

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

5.4 Compliance with Laws and Regulations, and Policies and Procedures

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

5.5 Termination

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

5.5.1 For cause,

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

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

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

5.5.4 Payments Upon Termination:

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

5.6 Use of Documents

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

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

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

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

5.10.3 Unless expressly provided otherwise in this Agreement:

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

5.11 Notices

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

5.12 Severability

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

5.13 Changed Conditions

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

5.14 Environmental Site Conditions

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

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

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

5.15 Insurance

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

5.16 Discovery

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

5.17 Nondiscrimination and Affirmative Action

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

5.18 Force Majeure

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

5.19 Waiver

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

5.20 Headings

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

5.21 Subcontractors

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

5.22 Coordination with Other Documents

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

5.23 Purchase Order

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

5.24 Dispute Resolution

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

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

ARTICLE 6 – DEFINITIONS

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

6.1 Agreement

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

6.2 Constituent of Concern

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

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

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

6.12 Work - ♦

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

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

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

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

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

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

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

OWNER:

ENGINEER:

By: Christopher Clark
Title: Town Administrator

By: David F. Young
Title: Vice President

Date: _____

Date: _____

Address for giving notices:

732 Main Street
Harwich, MA 02645

Address for giving notices:

75 State Street, Suite 701
Boston, MA 02109

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

**SEWER PROGRAM ENGINEERING COST COMPARISON
DECEMBER 2016**

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

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

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

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

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

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

SCOPE OF WORK

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

1.0 ENGINEER'S SERVICES

1.1 Design Phase

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

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

TASK 1: SURVEY

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

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

TASK 2: PRELIMINARY DESIGN

ENGINEER shall complete Preliminary Design activities for Phase 2 of the OWNER's proposed Wastewater Collection System as presented in the Comprehensive Wastewater Master Plan (CWMP).

The proposed Phase 2 collection system consists of approximately 48,000 linear feet of gravity sewers;

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

A. Wastewater Collection System

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

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

B. Wastewater Pumping Stations

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

C. Technical Memorandum and Cost Estimate

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

D. Project Management and Meetings

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

TASK 3: FINAL DESIGN

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

Phase 2 collection system. Specific tasks will include:

A. Subsurface Investigations

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

Commented [YDF1]: Cost out fulltime inspection?

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

B. Permitting/SRF Submittals

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

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

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

C. Final Plans and Specifications

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

TASK 4: CWMP IMPLEMENTATION SERVICES

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

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

1.2 Bidding Phase (To Be Authorized)

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

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

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

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

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

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

TASK 5: BIDDING

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

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

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

- 1.3.2 Visits to Site and Observation of Construction.
In connection with observations of the work of Contractor while in progress:

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

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

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

1.3.3 Defective Work.

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

1.3.4 Clarifications and Interpretations; Field Orders.

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

1.3.5 Change Orders and Work Change Directives.

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

1.3.6 Shop Drawings

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

1.3.7 Substitutes

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

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

1.3.8 Inspections and Tests.

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

1.3.9 Disagreements between OWNER and Contractor

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

1.3.10 Applications for Payment.

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

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

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

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

1.3.11 Contractor's Completion Documents.

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

1.3.12 Substantial Completion

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

1.3.13 Final Notice of Acceptability of the Work.

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

1.3.14 Limitation of Responsibilities.

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

1.3.15. Duration of Construction Phase.

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

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

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

TASK 6: CONSTRUCTION ADMINISTRATION

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

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

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

TASK 7: RESIDENT INSPECTION

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

2.0 OWNER'S RESPONSIBILITIES

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

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

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

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

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

Agreement before such services begin.

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

3.0 TIME PERIOD FOR PERFORMANCE

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

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

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

4.0 METHOD OF PAYMENT

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

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

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

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

Professional Design, Bidding and Construction Phase Services

Authorized:

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

Not Authorized:

| | |
|------------------|----------|
| Task 5 – Bidding | \$30,000 |
|------------------|----------|

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

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

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

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

5.0 SPECIAL PROVISIONS

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

None

Dated September 15, 2014

Board of Selectmen Guidelines for Submission of an Article for Town Meeting.

In order to create a consistent process, the Board of Selectmen hereby adopts this set of instructions and format for the submission of an article to be considered for inclusion in the authorized warrant for regular town meeting or for special town meeting, including private petition articles. The guidelines do not alter the existing requirements to include an article in a published and authorized warrant, including but not limited to public hearings and committee support. These guidelines only outline the information to be included with the submission of the proposed article.

Since the Community Preservation Committee and the Capital Outlay Committee have established separate submission procedures for projects to be considered for funding, that submission packet will meet these guidelines.

The Town Administrator will be available in advance of submission for a review of the draft information, so that your concept will be clear and will be more likely to pass legal review by town counsel.

Format/ Information for Submission of Article

1. Title of Article
2. Sponsored by: person's name, and town department/committee/commission/board or external organization
3. Contact information: telephone and/or email address
4. Date Submitted
5. Text of Article (may require rewording based on review by Town Counsel)
6. Funding Requested, how calculated
7. Proposed Source(s) of Funding
8. Discussion of purpose of Article. Include anticipated benefits to community and other rationale for the article, including what you hope to accomplish.
9. Will Article require changes to existing by-laws or zoning or Town Charter or any other existing regulation, by vote of Town Meeting, Home Rule Petition or town wide ballot?
No___ Yes___ please explain.
10. Will Article require a public hearing? No___ Yes___ If yes, date scheduled
11. Will passage of this Article create on-going operating expenses such as maintenance and/or repairs? No___ Yes___ If yes, how will these expenses be funded?
12. Is this required to be included in the capital outlay recommendations? If so, is it? _____

13. Attachments as needed to support the article. Including but not limited to maps, charts, deeds, cost estimates, budgets, income estimates to offset expenses, professional assessments, reports from town committees/commissions/boards as appropriate
14. If this is a private petition article, attach the completed signature page, with signatures of 10 registered voters for Annual Town Meeting and 100 for Special Town Meeting.

TA use only _____ article number

For Town Meeting/Special Town Meeting of _____

1. Title of Article: _____

2. Sponsored by: _____
Person's name

Town department/committee/commission/board or other organization as necessary:

3. Contact information :

Telephone number: _____

Email: _____

4. Date Submitted: _____

5. Text of Article: _____

6. **Funding Requested, how calculated:** _____

7. **Proposed Source(s) of Funding:** _____

8. **Discussion of purpose of Article.** Include anticipated benefits to Community and other rationale for the article, including what you hope to accomplish.

9. **Will article require changes to existing by-laws or zoning or town charter** or any other existing regulation, by town meeting vote, home rule petition or town wide ballot? No___ Yes___ please explain

10. **Will Article require a public hearing?** No___ Yes___
If yes, date scheduled

11. **Will passage of this Article create on-going operating expenses** such as maintenance and/or repairs? No___ Yes___ If yes, how will these expenses be funded?

12. **Is this required to be included in the capital outlay recommendations?** If so, is it?

HARWICH BOS / TA ACTION ITEMS REPORT

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

HARWICH BOS / TA ACTION ITEMS REPORT

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

HARWICH BOS / TA ACTION ITEMS REPORT

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

HARWICH BOS / TA ACTION ITEMS REPORT

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

HARWICH BOS / TA ACTION ITEMS REPORT

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

ROOM RENTAL AGREEMENT

This Agreement dated January 9, 2017 by and between the Town of Harwich, Massachusetts ("Town"), acting by and through its Town Administrator, of 732 Main Street, Harwich, MA 02645, and Georgene Riedl. ("Renter").

WHEREAS, the Town owns the real property, known as the Harwich Middle School, located at 204 Sisson RD, Harwich, MA, as shown on Harwich Assessor's Map as Parcel 40 T6.

WHEREAS, the Renter is a claimed user of an area of the building described as Room 106 (and so designated on attached floor plan included in the Harwich Middle School Building Information packet).

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and agreements contained herein, the parties agree as follows:

I. RENTAL AGREEMENT

Whereas in consideration of \$300 per month and the mutual promises and agreements contained herein and the grant of a release from the Renter to the Town, the parties hereto agree as follows:

1. The Town grants the Renter a Rental Agreement to occupy a portion of the property described as Classroom # 106 at 204 Sisson RD in its current location on Town Property, subject to the terms and conditions contained herein.
2. Attached to this Rental Agreement is the Harwich Middle Building Information packet. The floor plan included in the packet indicates the designated Classroom #106 with an "X".
3. Renter Contact and Emergency Contact information:

Renter Name: _____ Emergency Contact Name: _____

Renter Phone #: _____ Emergency Contact Phone #: _____

4. The term of the Rental Agreement shall be for a period at will, commencing January 15, 2017 and ending when terminated pursuant to any provision hereof. At the end of this Rental Agreement, unless further extended, and Renter shall remove all personal property from the occupied area and surrender the area to the Town.
5. At the time this contract is signed, the Renter is required to pay first and last month's rent. In each subsequent month, the rental fee should be submitted on the date the contract was signed. Checks are payable to the Town of Harwich and should be submitted to Carolyn Carey at the Harwich Community Center, 100 Oak Street, Harwich, MA 02645.
6. The Rental Agreement is granted to the Renter for the intended purpose of operating a personal art studio.
7. In this space, the Renter will describe in their own terms how they intend to use this space:

8. Space rented at the Middle School is not intended to be used to operate a business. If the Renter seeks to run any part or portion of a business, they must get special permission, in writing, from the Town Administrator.

9. Renter acknowledges that the building is owned by the Town.
10. Renter shall maintain the area occupied at their expense, in the same condition as the area is on the commencement of the Rental Agreement term, normal wear and tear only excepted.
11. Renter shall not make structural alterations, additions or improvements of any kind to the building, other than normal maintenance, without the permission of the Town Administrator.
12. Renter shall have no right to rent, transfer, assign or alienate the area in any way.
13. Renter shall be responsible for all taxes and assessments on the area, if any.
14. Renter shall assume all risk of loss due to fire, storm or other casualty on the occupied area.
15. Should a substantial portion of the assigned area be substantially damaged by fire, storm or other casualty, this Rental Agreement shall terminate unless the Town Administrator approves the rebuilding and the Rental Agreement is extended.
16. The area is being rented by the Town in an "AS IS" condition and the Town excludes and disclaims all warranties, express or implied, with respect thereto, including without limitation, the habitability of any structures, the conditions (including, without limitation, both patent and latent defects) of any structures, improvements, or systems, the availability of any utilities, access, compliance of the properties with any applicable zoning, land use, environment or other legal requirements, the existence or non-existence of hazardous materials, asbestos, lead paint or other health hazards, and the implied warranties of merchantability or fitness or adequacy for any particular purpose or use. The Renter has rented the designated area after a full and complete examination thereof. Renter accepts the area in the condition or state in which it now is without any representation or warranty, express or implied in fact or by law, by the Town and without recourse to the Town, as to the title thereto, the nature, condition or usability thereof or the use or uses to which the occupied area may be put. The Town shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the area, throughout the term, the Renter hereby assuming the full and sole responsibility for the condition, construction, repair and maintenance of the assigned area.
17. Renter agrees to indemnify and hold harmless, the Town, its successors, agents and assigns from any demand, judgment, or claim of any kind arising out of the use of the designated area by the Renter, his agents, successors, guests or invitees. Such indemnification shall include, but not be limited to all costs, including reasonable attorney's fees, incurred by the Town in defending any such claim.
18. Renter agrees to submit an insurance certificate with at least \$1,000,000 Personal and Advertising Injury Limit and a \$1,000,000 Annual Aggregate Limit, with the Town named as an "Additional Insured". Renter also agrees to submit documentation of Worker's Compensation Insurance as required by law. All items shall be submitted within 30 days of the date of this agreement.
19. Renter agrees to submit to a CORI request form for each intended occupant of the area. Said form initially shall be submitted within 30 days of this agreement and prior to occupancy for any future occupants.
20. Renter agrees to comply with all laws and agrees not to use the area in any way that may be unlawful, improper, noisy, offensive, or contrary to any applicable statute, regulation, rule or bylaw. Renter agrees that the assigned area shall continue to be maintained in its customary and usual manner.

21. The Town shall pay heat and electricity costs. Renter shall be responsible for cleaning of the area and for disposal of trash in reasonable amounts.
22. No hazardous materials or wastes, shall be used, stores, disposed of, or allowed to remain in the assigned area at any time and the Renter shall be solely responsible for, and shall indemnify and hold harmless the Town from any and all damage in any way associated with the use, storage and/or disposal of same by the user.
23. Disputes: In any action, suit or other proceeding relating to the obligations of the parties hereunder, the non-prevailing party shall pay the reasonable legal fees and costs and expenses of the prevailing party.
24. Renter shall be solely responsible as between Town and Renter, for deaths or personal injuries to all persons and damage to any property, including damage by fire or other casualty, occurring in or on the assigned area and/or arising out of the use, control, condition or occupancy of the area by Renter, its agents, successors, guests and invitees, and the Renter agrees to indemnify and hold harmless the Town from any and all liability, including but not limited to costs, expenses, damages, causes of action, claimed, judgments and attorney's fees caused by or in any way arising out of the Renter's use of the occupied area for any of the aforesaid matters.
25. The parties acknowledge and agree that the Rental Agreement may be revoked by the Town for any purpose upon providing 30 days notice to the Renter.
26. It is agreed that any notice regarding this Renter by the Town may be mailed by first-class mail to Selectmen/Administrator's Office at 732 Main Street, Harwich, MA 02645.

Executed as a sealed instrument on the day and the year first above written.

Town of Harwich
 Town Administrator

Renter:

 Name

 Organization

 Date

 Date

www.harwichcommunitycenter.org

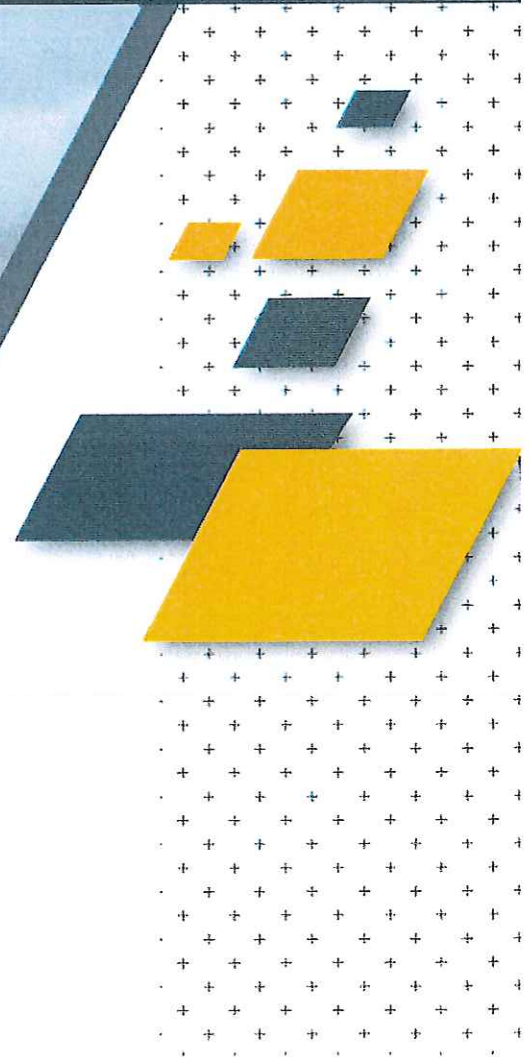
Harwich Middle School

BUILDING INFORMATION



204 Sisson Rd
Harwich, MA 02645
(508) 430-7568

Email: ccarey@town.harwich.ma.us



Welcome!

The Harwich Middle School was originally built in 1937, and then expanded and renovated in 1990. With the formation of the Monomoy Regional School District (Chatham and Harwich), this facility has become surplus now that the new Monomoy High School Facility is operational.

Our mission is to repurpose the Harwich Middle School as rental space for groups and individuals to engage in recreational, social, educational, cultural, community service, civic and governmental activities.

Facility Information

Hours of Operation

Spaces are available to rent **Monday through Saturday from 9:00 AM to 6:00 PM for daily, weekly or monthly fees.**

Parking

The Harwich Middle School has a total of **88 parking spaces**, including **6 disability parking spaces**. Further disability parking spaces may be designated for special events. **There is NO overnight parking.**

****Please note that there is NO phone service or internet connection available at the Harwich Middle School****

Renting Space

In order to rent space at the Harwich Middle School, one must fill out and submit an **Application for Room Use** (available at the Harwich Community Center Front Desk). When renting space for multiple dates, one application must be filled out for each month of use. Space will not be reserved until applications and Room Use Fees are received. All reservations are on a first-come, first-serve basis, and are subject to review and approval by the Harwich Community Center Director.

- ◆ All reservations are made based on availability of building space.
- ◆ Single use is defined as one three hour use.
- ◆ Room fees shall be paid by all groups other than Harwich town Departments.
- ◆ Additional set-up fees may be required
- ◆ All checks shall be made payable to the Town of Harwich.
- ◆ Fees are non-refundable, and are made to the Town of Harwich to cover expenses related to heating, electricity, cleaning, and supervision of building during use.

Fees & Rentals Rates

CLASSROOMS

Single Use
\$ 35.00

Weekly Rate
\$ 140.00

Monthly Rate:
\$ 300.00

AUDITORIUM

Single Use
\$ 60.00

Weekly Rate
\$ 240.00

GYMNASIUM

Single Use
\$ 100.00

Weekly Rate
\$ 400.00

CAFETERIA

Single Use
\$ 60.00

Weekly Rate
\$ 240.00

MUSIC ROOM

Single Use
\$ 35.00

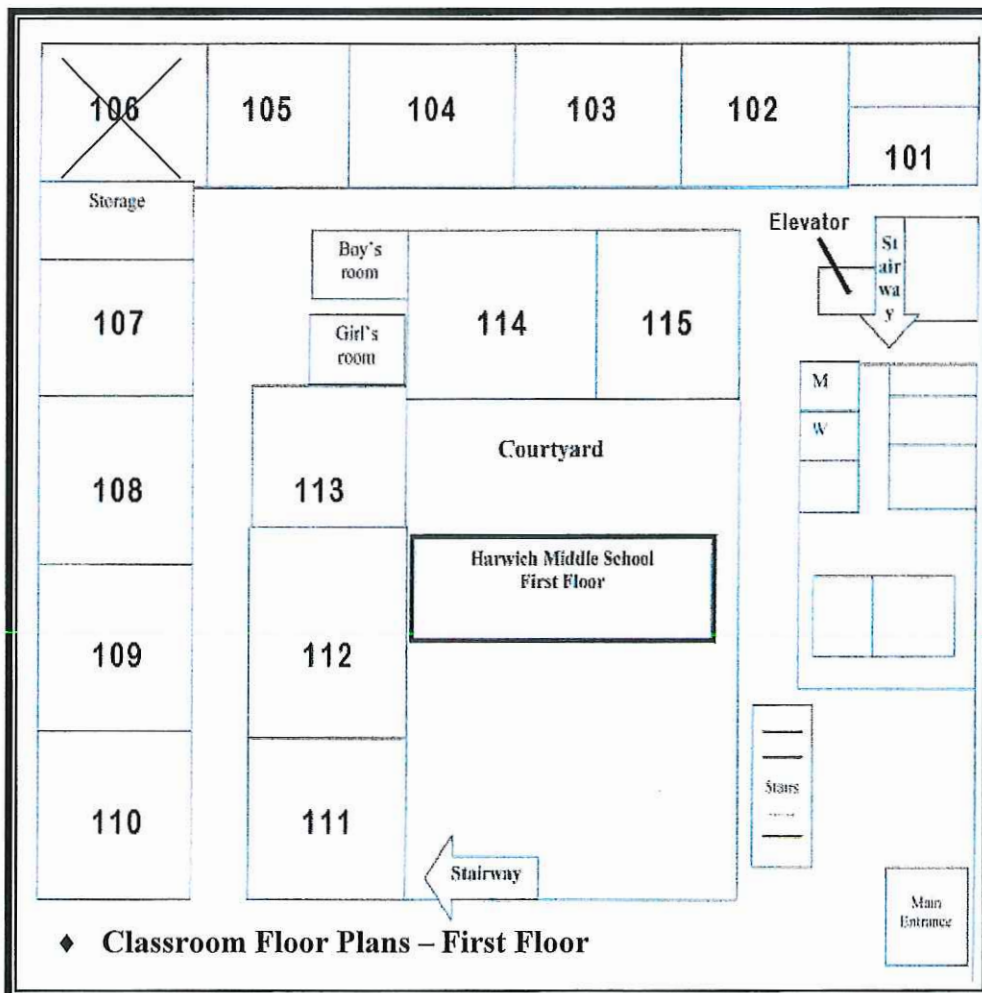
Weekly Rate
\$ 140.00

For any renters providing services to clients, both for-profit and non-profit, the following documents must be provided prior to the beginning of the rental:

1. A business license or professional license as applicable
2. A certificate of insurance naming the Town of Harwich as also insured for \$1,000,000
3. A completed CORI Check

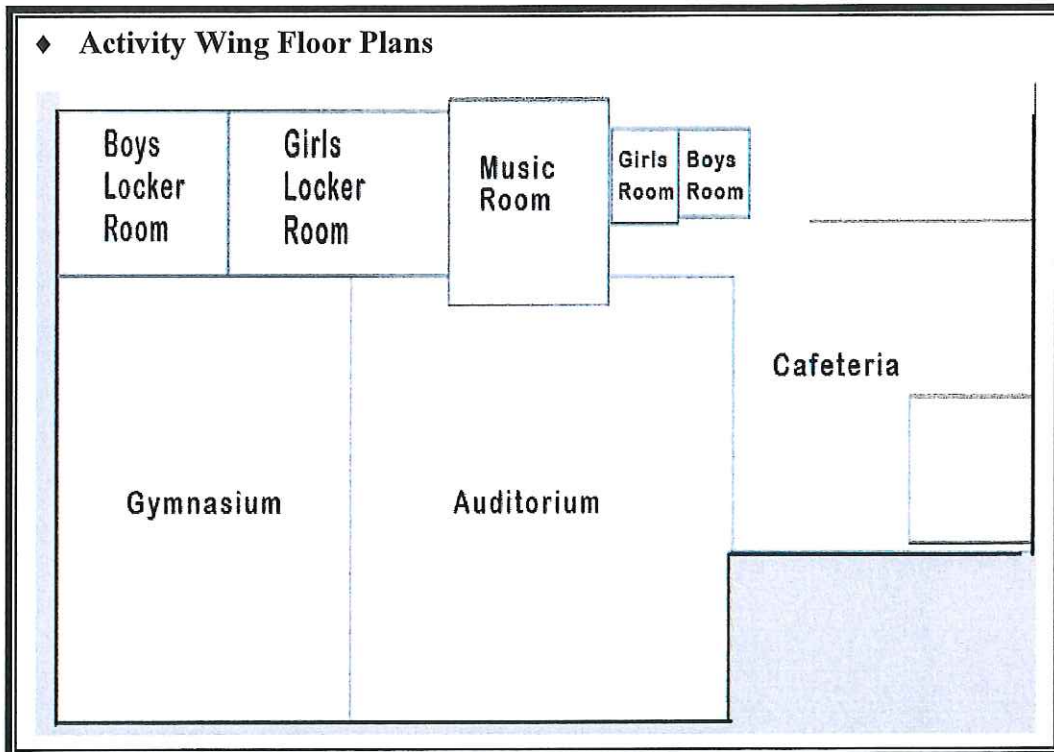
Classroom Details

| Room Number | Room Details |
|-------------|--------------------------------------------|
| 101 – 101A | Small, 2 Rooms, Carpeted Floor |
| 102 | 3 Closets |
| 103 | 1 Closet |
| 104 | No Closets Available |
| 105 | Carpeted Floor |
| 106 | Art Room |
| 107 | Art Room |
| 108 | Carpeted Floor |
| 109 | Carpeted Floor |
| 110 | Health Room, Storage Included |
| 111 | Carpeted Floor |
| 112 | Carpeted Floor |
| 113 | - |
| 114 | 1 Large Closet |
| 115 | Larger Storage Space, Connected to Hallway |



Activity Wing Details

| Room Name | Room Details |
|------------|--------------|
| Auditorium | |
| Gymnasium | |
| Cafeteria | |
| Music Rom | |



Auditorium



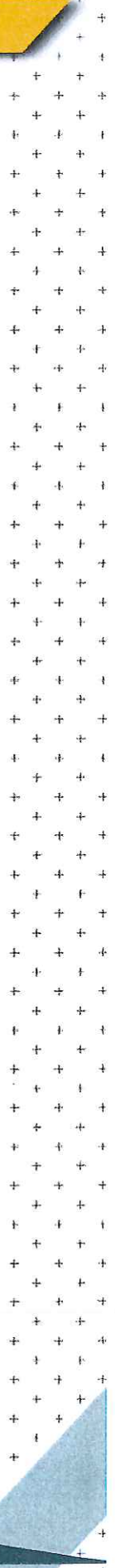
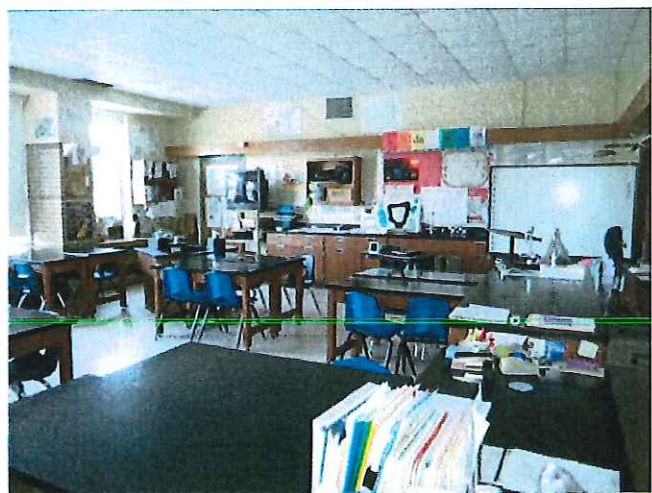
Gymnasium



Cafeteria



Classrooms



TOWN OF HARWICH Middle School Use Policy

The Town of Harwich (“Town”) recognizes that Town-owned buildings belong to the people of the Town and since these buildings have (in some cases) been established, maintained and operated by funds provided by local taxes, the Town recognizes and accepts the responsibility for making them available to responsible local , non-profit educational organizations and associations. The Town may also permit the use of Town-owned buildings by other responsible organizations not located in the Town of Harwich.

Our mission is to repurpose the Harwich Middle School as a rental space for groups and individuals to engage in recreational, social, educational, cultural, community service, civic, and governmental activities.

The Harwich Middle School building will be rented for the purposes of not-for-profit or cultural uses which could include but is not limited to programs in such fields as photography, the visual arts in multimedia, choreography, the culinary arts, creative writing, lectures, stage productions, design and decorating, dance, recording, song writing, poetry, jewelry making, pottery, sculpture, music, arts and crafts, comedy nights, talent shows, fundraising events, and film production for all ages and including after school and summer programs. It could also be used for educational purposes. The building will be rented as is and the renter would be responsible for all operating costs. In addition, routine maintenance of the rented areas would be the responsibility on the renters.

The Town also recognizes that it is bound by law and must prohibit certain activities. Those activities prohibited include but are not limited to:

- A. Any activity that may be injurious to the building, grounds or persons.
- B. Any activity in conflict with any Federal, State, or local laws and regulations.

It is the Town’s intention to grant the use of certain Town-owned buildings under the Town’s regulations, for activities of an educational, cultural, civic, social, recreational, governmental or general political nature which are sponsored by responsible, recognized local persons, organizations or agencies. **The Town reserves the right to cancel any scheduled use of the building if a conflict occurs with necessary Fire Department regulations or Town activities. Such cancellations shall be rescheduled at the earliest possible convenience.**

The Harwich Board of Selectmen authorizes the Office of the Town Administrator to approve and arrange for scheduling the use of the Town-owned buildings noted here by the applicants satisfying the requirements noted herein.

1. The Town, because of its responsibility for protecting the buildings and property therein, may restrict use of space within buildings to certain times and areas. The Town and its representatives must have free access to facilities at all times.
2. Space rented at the Middle School is not intended to be used to operate a business. Any renter seeking to use the space to run any part of portion of a business must get special permission, in writing, from the Town Administrator.

3. Smoking and alcoholic beverages are prohibited in all Town-owned buildings. Nothing shall be sold, affixed or attached to any part of the interior or exterior of the building without prior permission in writing from the Town Administrator's Office. The Town reserves the right to prohibit the display of offensive images in rented rooms.
4. Organizations receiving permission to use or rent a Town-owned building are responsible for the conduct of both participants and spectators. Adequate adult supervision should be available to handle anticipated crowds. Minors must have adult supervision at all times.
5. Violation of safety regulations or improper use of facilities will be cause for the revocation of permit for the use of the building.
6. When the service of a Town employee is required, in addition to their normal working hours, there will be a charge according to the building use fees. Payment should be made by check payable to the Town of Harwich and forwarded to the Town Treasurer's Office.
7. All applications for room rentals will be reviewed by the Town Administrator's designee, Community Center Director Carolyn Carey. The Town Administrator will subsequently sign off on all rental agreements before they are put into effect.
8. Non Discrimination: All individuals and organizations requesting the use of a Town-owned building are advised that permission to use the building will be given only with the understanding that all activities taking place in their facilities are open to all individuals regardless of race, color, creed, religion, sexual orientation, or gender identity. Discrimination against any individual or group for any of the aforementioned reasons will be grounds for revocation of permission to use a Town-owned building
9. Liability: The Town, in its discretion, may require a Certificate of Insurance in the amount of one million dollars naming the Town of Harwich as an additional insured. Additionally, the Town will be held harmless for claims arising from the use of the building by the applicant. The Town may also require an additional fee for the purpose of purchasing insurance for the use of a Town-owned building. It is the responsibility of any person or organization using a Town-owned building to maintain the original order and cleanliness of common areas and restrooms. No food or refuse is to be left in any room of any town-owned building. Such person or organization will be responsible for damages relating to its use of the facility.
10. **Hours are from 9:00AM – 6:00PM**, unless prior approval has been obtained in writing by the Town Administrator or his designee.
11. Overnight parking on the Harwich Middle School grounds is prohibited.
12. The Harwich Middle School Building Information Packet, which includes additional information about the mission for the building, the policies and prices for room rentals, and details regarding the spaces available for rent, is attached to this use policy.

Memorandum of Agreement for Round One Operational Administrative Adder

This Memorandum of Agreement (“Agreement”) is made by and between the Cape & Vineyard Electric Cooperative, Inc., a Massachusetts cooperative corporation (“CVEC”) and the Town of Harwich, Massachusetts (“Town”) and is effective as of Jan. 9, 2017 (the “Effective Date”). CVEC and the Town may be referred to as “Party” and collectively as the “Parties.”

WHEREAS, CVEC and the Town are parties to an Intergovernmental Net Metered Power Sales Agreement dated as of June 29, 2011, by and between CVEC and the Town (“Round One Contract”);

WHEREAS, as per the Round One Contract, CVEC is to perform accounting and management duties which include but are not limited to the collection and distribution of Net Metering Credits and Power Purchase Agreement Costs associated with the Round One Contract;

WHEREAS, at the time of execution of said Round One Contract it was believed that CVEC would participate in numerous future developments for the Town that would supplement the CVEC operating budget;

WHEREAS, not all the anticipated future projects came to fruition and CVEC’s operating budget does not now sustain CVEC operations;

WHEREAS, CVEC and the Town each desire adequate financial support for continued CVEC operations:

NOW THEREFORE, CVEC and the Town hereby agree as follows;

- 1. Scope of Services.** CVEC will continue to provide all services described within the original Round One Contract.
- 2. Payment.** The Town herein agrees to a one-time Round One Operational Administrative Adder (“Round 1 Adder”) (unless otherwise extended for one year under Paragraph 4) equal to \$0.005 (1/2 a cent) per kilowatt hour added to the Power Purchase Agreement cost charged by CVEC in accordance with the Round One Contract, Exhibit A, “Prices and Terms”. The Round 1 Adder shall be included in deductions from Net Metering Credit proceeds administered by CVEC in accordance with the Round One Contract.
- 3. Duration of Agreement.** This agreement shall take effect on July 1, 2017 and expire on June 30, 2018.

4. **Extension.** On or before December 1, 2017, the CVEC Board of Directors shall determine the necessity of the Round 1 Adder, and, upon determining the necessity of the Round 1 Adder to CVEC operations, CVEC shall solicit the Town for a one-year extension to this Agreement. If the Town elects to exercise its option to extend this Agreement for one year, it shall notify CVEC in writing on or before January 1, 2018 and the extended duration of the agreement shall be effective from July 1, 2018 until June 30, 2019.
5. **Entire Agreement.** This Agreement sets forth the entire agreement between CVEC and the Town in respect of the Round 1 Adder. All other terms and conditions of the Round One Contract shall remain unmodified and in full force and effect.
6. **Signatories.** The respective signatories hereto represent and warrant that they are duly authorized to execute this agreement on behalf of the public entity on whose behalf they have signed and that all substantive and procedural preconditions to their effective execution of this agreement on behalf of said public entities have been satisfied.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement, notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of the Agreement first be proven. Nothing herein, however, shall be construed as a waiver by either party of the ability to challenge the authenticity of any document so executed.

(Signature page follows.)

IN WITNESS WHEREOF, each of CVEC and the Town of Harwich has caused this Agreement to be executed and delivered as of the day and date first above written.

Cape and Vineyard Electric Cooperative, Inc.

By:

Authorized Signatory, Leo G. Cakounes, CVEC President

Town of Harwich

By:



Authorized Signatory, Christopher Clark, Harwich Town Administrator

Harwich Landfill: Net Metering Annual Report

| Year | Date from | Date to | Degradation Factor | Est. Ann. Output (kWh) | Guar. Ann. Output (kWh) | Actual Output (kWh) |
|------|-----------|---------|--------------------|------------------------|-------------------------|---------------------|
| 2 | 9/8/15 | 9/8/16 | 0.5% | 4,864,058 | 3,890,450 | 5,667,300 |

System Summary

| Avg. NMC Rate | PPA Rate | kWh Total | NMC Total | Developer Cost Total | Net Benefit |
|---------------|----------|-----------|-----------|----------------------|-------------|
| 0.1594 | 0.0710 | 5,667,300 | \$904,210 | (\$402,378) | \$501,832 |

System Benefits and Costs by Month

| Date from | Date to | kWh Total | NMC Total | Developer Cost Total | Net Benefit |
|--------------------|---------|-----------|-----------|----------------------|-------------|
| 9/8/15 | 10/7/15 | 429,300 | \$63,804 | (\$30,480) | \$33,324 |
| 10/7/15 | 11/8/15 | 345,060 | \$51,260 | (\$24,499) | \$26,761 |
| 11/8/15 | 12/9/15 | 285,840 | \$42,442 | (\$20,295) | \$22,147 |
| 12/9/15 | 1/9/16 | 207,180 | \$32,079 | (\$14,710) | \$17,369 |
| 1/9/16 | 2/8/16 | 272,700 | \$46,607 | (\$19,362) | \$27,245 |
| 2/8/16 | 3/9/16 | 451,800 | \$77,298 | (\$32,078) | \$45,220 |
| 3/9/16 | 4/7/16 | 386,640 | \$66,132 | (\$27,451) | \$38,680 |
| 4/7/16 | 5/9/16 | 661,320 | \$113,201 | (\$46,954) | \$66,247 |
| 5/9/16 | 6/8/16 | 671,760 | \$114,990 | (\$47,695) | \$67,295 |
| 6/8/16 | 7/7/16 | 587,700 | \$96,983 | (\$41,727) | \$55,256 |
| 7/7/16 | 8/8/16 | 695,700 | \$101,415 | (\$49,395) | \$52,020 |
| 8/8/16 | 9/8/16 | 672,300 | \$97,999 | (\$47,733) | \$50,266 |
| Grand Total | | 5,667,300 | \$904,210 | (\$402,378) | \$501,832 |

Participant Benefits and Costs

| Participant Type | Participant | Avg. Participant Share | kWh Share | NMC Share | Developer Cost Share | Revenue Sharing Share | Net Benefit |
|--------------------|----------------|------------------------|-----------|-----------|----------------------|-----------------------|-------------|
| Host | Harwich | 61.77% | 3,500,691 | \$558,531 | (\$248,549) | \$95,925 | \$405,907 |
| Offtaker | Barnstable C.. | 8.39% | 475,486 | \$75,863 | (\$33,760) | (\$21,052) | \$21,052 |
| | Brewster | 5.12% | 290,166 | \$46,296 | (\$20,602) | (\$12,847) | \$12,847 |
| | Chatham | 2.21% | 125,247 | \$19,983 | (\$8,893) | (\$5,545) | \$5,545 |
| | Chilmark | 0.40% | 22,669 | \$3,617 | (\$1,610) | (\$1,004) | \$1,004 |
| | Dukes County | 0.68% | 38,538 | \$6,149 | (\$2,736) | (\$1,706) | \$1,706 |
| | Oak Bluffs | 2.56% | 145,083 | \$23,148 | (\$10,301) | (\$6,423) | \$6,423 |
| | Provincetown | 6.67% | 378,009 | \$60,311 | (\$26,839) | (\$16,736) | \$16,736 |
| | Yarmouth | 12.20% | 691,411 | \$110,314 | (\$49,090) | (\$30,612) | \$30,612 |
| Grand Total | | | 5,667,300 | \$904,210 | (\$402,378) | \$0 | \$501,832 |