

SELECTMEN'S MEETING AGENDA*

Originally posted 01/14/2021 at 3:22PM

~~Executive Session 6:15 P.M.~~

Revised posting 01/14/2021 at 4:30 PM

Second Revision posting 1/15/21 at 11:35 A.M.

Regular Meeting 6:30 P.M.

Tuesday January 19, 2021

REMOTE PARTICIPATION ONLY
OPEN PUBLIC FORUM – NEW STEPS – PLEASE READ

1. First, send an email to comment@town.harwich.ma.us (send emails at any time after the meeting agenda has been officially posted)
 - a. In the subject line enter "request to speak, your name"
 - b. In the body of the email please indicate which specific agenda item you wish to speak on.
No further detail is necessary.
 2. The meeting will close to new attendees promptly at the scheduled start time for the meeting, generally 6:30pm. It will remain closed to new attendees until agenda items with scheduled speakers are reached. This is to minimize interruptions. You may join prior to (6:30) or when the meeting has been opened up. You may participate using your computer and the GoToMeeting interface or simply using your phone. Connection information can be found below.
 3. After the Chairman has opened the floor to those wishing to speak callers will be taken in the order the emails are received.
Use *6 to mute and unmute your phone
- When you join the meeting by phone you should turn off Channel 18 or your computer if streaming the meeting.

Board of Selectmen Meeting
Tue, Jan 19, 2021 6:30 PM - 9:30 PM (EST)
Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/626166037>
You can also dial in using your phone.
United States: [+1 \(872\) 240-3212](tel:+18722403212)
Access Code: 626-166-037

I. **CALL TO ORDER**

II. ~~**EXECUTIVE SESSION**~~

- ~~A. Pursuant to MGL c.30A, §21(6) to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.~~

III. **PLEDGE OF ALLEGIANCE**

IV. **NEW BUSINESS**

- A. Discussion and possible vote to amend Interim Town Administrator's appointment and contract, including the deletion of all references to Interim resulting in the appointment being that of Town Administrator."

V. **WEEKLY BRIEFING**

- A. COVID-19 Updates
- B. Update on ongoing efforts by the Town in support of the business community

VI. **PUBLIC COMMENTS/ANNOUNCEMENTS**

VI. **ANNUAL COMMITTEE PRESENTATIONS**

- A. Forest Committee
- B. Golf Committee
- C. Finance Committee

VII. **PUBLIC HEARING/PRESENTATIONS**

VIII. **CONSENT AGENDA**

IX. **NEW BUSINESS - Continued**

- B.** Discussion and possible vote – Board of Selectmen meeting minutes:
 1. January 6, 2021
- C.** Discussion and Possible vote - License agreement with Robert Miller – Golf teaching pro
- ~~D. Discussion and possible vote – amend Interim Town Administrator's contract/position by deleting Interim so position is Town Administrator~~
- E.** Discussion and possible vote approving Section 1.07 of the Harwich Board of Selectmen Liquor License Regulations requests for closure by licensed establishments:
 1. Cape Sea Grille – 31 Sea Street

X. **OLD BUSINESS**

- A. Discussion and possible vote for Mass DOT's Shared Streets & Spaces Grants Program Application
- B. Discussion and possible vote – Capital Outlay Plan – Draft

XI. **CONTRACTS**

- A. Discussion and possible vote for the Board of Selectmen Chairman to execute Phase 2 Contract 1 Sewer Construction Change Order #4 with Robert B. Our Company for \$26,848.00
- B. Discussion and possible vote for the Board of Selectmen Chairman to execute Phase 2 Contract 2 Sewer Construction Change Order #3 with RJV Construction Corporation for \$74,170.00

XII. **TOWN ADMINISTRATOR'S REPORT**

XIII. **SELECTMEN'S REPORT**

XIV. **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:

Patricia A. Macura, Admin Secretary

Posted by: _____

Town Clerk

Date: _____

January 14, 2021

WEEKLY BRIEFING



Town of Harwich Board of Health

732 Main Street Harwich, MA 02645
508-430-7509 – Fax 508-430-7531
E-mail: health@town.harwich.ma.us

January 15, 2021 Weekly COVID-19 Case Update

CASES AND STATISTICS

To date there have been a total of 414 cases of COVID-19 in the Town of Harwich. As of today, we are following 36 active cases of COVID-19 in Harwich residents (not including Wingate). Cases are community wide with varying sources.

Harwich continues to be in the “red” which designates us as a **High Risk Community**. We have a positivity rate of 6.85% and 103 new cases in the last 2 weeks—that is double the amount we saw a week ago.

The entire Commonwealth is seeing higher case counts this week than last week:



Massachusetts Department of Public Health COVID-19 Dashboard – Wednesday, January 13, 2021

Count and Rate of Confirmed COVID-19 Cases and Tests Performed in MA by County, January 1, 2020 – January 12, 2021

County	Total Case Count	Case Count (Last 14 Days)	Average Daily Incidence Rate per 100,000 (Last 14 days)	Relative Change in Case Counts ¹	Total Tests	Total Tests (Last 14 days)	Total Positive Tests (Last 14 days)	Percent Positivity (Last 14 days)	Change in Percent Positivity ²
Barnstable County	6815	1428	47.1	Higher	217409	23619	1568	6.64%	Higher
Berkshire County	3733	894	50.5	Higher	201189	19647	973	4.95%	Higher
Bristol County	42524	8584	107.3	Higher	732023	74099	9591	12.94%	Higher
Dukes and Nantucket Counties	1576	377	93.4	Higher	49777	4511	386	8.56%	Higher
Essex County	68267	11271	101.0	Higher	1256208	128609	13225	10.28%	Higher
Franklin County	1510	260	26.1	Higher	102671	8061	280	3.47%	Higher
Hampden County	31394	5648	85.7	Higher	611623	65392	6591	10.08%	Higher
Hampshire County	4749	989	43.1	Higher	378069	22144	1095	4.94%	Higher
Middlesex County	88903	14985	65.8	Higher	3030773	268001	16767	6.26%	No Change
Norfolk County	33267	6544	65.3	Higher	1058353	104174	7181	6.89%	Higher
Plymouth County	29859	6038	81.7	Higher	595666	65636	6582	10.03%	Higher
Suffolk County	62822	9228	81.4	Higher	2247558	157902	10556	6.69%	No Change
Worcester County	51043	9552	81.3	Higher	1253884	110953	10416	9.39%	Higher
Unknown ³	1290	256	*	*	209782	16941	259	*	*
State	427752	76054	78.0	Higher	11944985	1069689	85470	7.99%	Higher

VACCINE UPDATE

COVID vaccine clinics are underway for First Responders and those in the remaining stages of Phase 1 of the vaccination plan outlined by the Commonwealth.

Barnstable County Department of Health and Environment is planning on setting up 4 to 5 regional vaccination clinics that will be open to eligible members of the public. Eligible members of the public will include those who meet criteria during each Phase and sub-group in the Vaccination Plan. Once Phase 2 is underway, eligible members of the public will be directed to register and make an appointment via a web-based sign-up program. Harwich residents who fall into the sub-group of the active category will be eligible to attend these regional clinic sites.

A localized approach to vaccination will also be offered to our most vulnerable populations in Phase 2. Planning for this town-specific clinic is underway and will include mobile vaccination for homebound individuals as well utilization of a clinic site.

From: Vaira Harik <vharik@barnstablecounty.org>

Sent: Thursday, January 14, 2021 1:37 PM

Subject: 1/14/21: Barnstable County and Regional COVID-19 Daily Update

(Reminder: My charts show **both new confirmed and new probable** cases as reported by the DPH and as they appear in MAVEN. **However, I have not been able to update the number of probable cases for the past 3 weeks due to unavailability of data. I will update that tally as soon as I am able.** Reporting on both confirmed and probable case numbers allows the best longitudinal comparison with past data and also most accurately reflects the incidence of new cases and thus the workloads of our town Public Health Nurses who carry out the contact tracing work.)

The charts to which I refer in this message can be found in the attached **Chart Package**.

Good Afternoon All.

1. New Cases

2. Hospitalizations and Fatalities: 3-day avg. hospitalization is in the 50's; Fatalities spiked last week and have remained relatively low since then. The relative reduction in COVID-related hospital census of the past two weeks may be coming to an end now that infections from the Christmas/New Year's period are resulting in hospitalizations. Of concern is the large proportion of hospitalized COVID patients in the ICU on Cape Cod and it is notable that nearly all patients in the ICU at this time are on ventilators--a sobering indicator of the seriousness of their conditions. Statewide, of 451 patients in ICUs 271 are ventilated (60%).

3. Schools and Childcare Centers: Schools have been offered an opportunity by the DPH to participate in pooled testing.

4. Testing

5. Weekly Town Risk, and Statewide Cluster Analyses

6. Vaccination:

-Vaccination in **long term care facilities** began on 12/28.

-**Police/Fire/EMS** begins today (Jan 11).

-**Shelter residents and staff** to begin Jan 18.

-The DPH has adjusted its list of persons prioritized for vaccination at the beginning of Phase 2, **adding persons aged 75+ to the first group in Phase 2, and adding residents and staff of public and private low income and affordable senior housing to the first group in Phase 2.**

-Planning for 4-5 sub-regional mass vaccination sites on Cape Cod, to begin operation during Phase 2, is underway.

7. COVID Mutation and Changes in Transmissibility/Virulence/Other: B117 Variant appears to be equally virulent but at least 50% more transmissible. Within two months of the variant being identified in the UK it has become the dominant strain circulating there.

1. New Cases

Daily new case numbers in Barnstable County remain high and remain in an upward trend. This week our **7-day average cases per 100,000 population per day** has increased to the 60s/100K, with 7-day **average cases per day** at 134 on 1/14/21. Yesterday the DPH reported **131** new cases for Barnstable County.

Last weekend Barnstable County's 3-day new case tally set another new record--481 cases were recorded between 1/8 and 1/10.

This week **Nantucket's** 7-day average cases per 100,000 population remain very high, continuing in the 150's/100K and ~17 cases/day after jumping to 206/100K and 23 cases/day over the weekend (1/8 to 1/10). The DPH has reported **32** new cases since Sunday for Nantucket.

This week **Martha's Vineyard's** 7-day new case rate per 100,000 also remains high, in 60's to 70's/100K (avg. 10-15 cases per day). Yesterday the DPH reported **9** new confirmed cases for MV.

During the 14-day period from 12/20/20 to 1/2/21 **Barnstable County** added 1,138 confirmed cases, with a **test positivity rate of 6.29%**--higher than the prior two-week period. During that same two-week period **Nantucket and Martha's Vineyard** jointly added 223 confirmed cases, with a test positivity rate of 5.88%--higher than the prior two-week period. **The Cape and Islands' percent positivity figures remain lower than the statewide positivity rate of 7.71%, for now.**

Regionally case levels continue to increase, without exception. Travel restrictions exist among all states in the Northeast Corridor and across the nation. Per the DPH, Hawaii remains the only "low-risk state" state without travel restrictions.

2. Hospitalizations and Fatalities

Hospitalizations and acuity of illness have increased very significantly since the second week of November and remain elevated. Cape Cod Hospital and Falmouth Hospital have **suspended visitation** of inpatients except under very limited circumstances (end-of-life, etc.) and have **stopped non-essential surgeries and other elective procedures.**

DPH reporting of hospitalizations now has a 2-day lag and CCHC will be providing me with hospitalization data in the interim (thank you). As of yesterday CCHC reports that there were **56 COVID patients in hospital, 14** of which were in the **ICU.**

The relative reduction in COVID-related hospital census of the past two weeks may be coming to an end now that infections from the Christmas/New Year's period are resulting in hospitalizations. Of concern is the large proportion of hospitalized COVID patients in the ICU and it is notable that nearly all patients in the ICU at this time are on ventilators--a sobering indicator of the seriousness of their conditions. Statewide, of 451 patients in ICUs 271 are ventilated (60%).

Fatalities from COVID fallen since last week in Barnstable County. Two additional fatalities have been reported since Sunday and the total is now **277** (see today's [Chart Package](#)).

Hospitalizations, Last Report:		Not Cumulative		Cumulative		3-Day Avg. of Persons in Hosp. (Ward + ICU)
		Hospital Beds Occupied (Last Report)	ICU Beds Occupied (Last Report)	Barnstable County Cases (Confirmed)	Barnstable County Deaths	
1/13/2021	Cape Cod Hospital	30	14	6,816	283	53.7
	Falmouth Hospital	12	4			
		42	18			

Recent data on COVID fatalities in Barnstable County suggest that residents of **Long Term Care/Skilled Nursing Facilities/Rest Homes** represent over 50% of all fatalities (139 of 256 fatalities, as of 1/5/21). This is a lower percentage than that seen during phase 1 of the pandemic last spring (over 65%).

3. Schools and Childcare Centers

School districts are staying vigilant and reacting well to new cases. Several school districts (Cape and Islands) are dealing with increased confirmed and probable cases and the necessary knock-on effects of information transfer and follow-up. Several school districts on the Cape and Islands remain in 100% remote learning status following the Christmas and New Year's holiday period.

We learn from DESE and the DPH (memo of 1/8/21) that they are seeking to introduce COVID-19 screening testing using a pooled strategy in the school setting. Schools may elect to participate by responding to a survey that DESE/DPH have posted. Further information will be forthcoming.

For the 2020-2021 school year the DPH has mandated that all school children be vaccinated for seasonal influenza. This week the DPH extended the deadline for doing so from 12/31/20 to 2/28/21.

During Phase 2 of the national and state vaccination rollout **childcare center** staff are to be vaccinated alongside school staff.

4. Testing

Additional testing locations in Barnstable County for both symptomatic and asymptomatic persons remain open in **Falmouth** at the Fairgrounds and in **Hyannis** at the Melody Tent. Daily testing capacity is 50 at the Falmouth site and 350 at the Hyannis site. Neither site is open daily and persons must call ahead for an appointment. Details: <https://www.capecodhealth.org/medical-services/infectious-disease/coronavirus/covid-19-testing-process/>.

In late December additional testing by **Outer Cape Community Health Services** began and continues at its 3 locations in **Wellfleet, Harwich Port, and Provincetown** (<https://outercape.org/2020/12/23/outer-cape-health-services-to-offer-covid-19-asymptomatic-testing-beginning-december-23/>). These sites may not open be daily and persons must call ahead for an appointment.

Eligibility criteria for the testing include residency in Barnstable County. Testing will be done by appointment only. Tests cost \$75, \$110 for travel-related tests, and no one will be turned away if unable to pay for a test.

DPH-mandated **routine testing** in skilled nursing facilities/long term care settings (SNF/LTC) continues. This provides critical surveillance and allows these facilities to stay ahead of asymptomatic spread amongst staff and residents. Routine testing in SNF/LTC settings has increased to weekly for staff.

In addition, the State's **BinaxNOW rapid testing program** (already available to **schools**) has been extended to visitors of **nursing homes** and rest home residents (LTC settings) to allow visitation of residents while limiting the risk of infection from visitors. DPH has published guidance on this. The program has also been extended to **childcare centers and homeless shelters** and management of these facilities may apply to the EEC and DPH for testing kits.

5. Weekly Town Risk and Statewide Cluster Analyses

Among the charts below is DPH's weekly analysis of new and active **case clusters**. Note that these data were published last Thursday (1/7/2021) and cover the period 12/6/20 to 1/2/21. The table presents the number of cases by type of location, statewide. **I have sorted the DPH data to show the listing of cluster settings by greatest number of new confirmed cases.** The top 10 are listed here; the full table can be found in today's **Chart Package**.

In addition, the weekly **town risk table** for the Cape and Islands is attached in today's **Chart Package**. Again, these data were published last Thursday (1/7/20) and they cover the period 12/13 to 12/26. **Nearly all towns on Cape Cod are now coded Red**, indicating very high risk of community spread across the Cape.

6. Vaccination

The **State COVID Vaccination Plan** for Phase 1 is proceeding. In Phase 1 of the State Plan healthcare workers, older adults living in skilled nursing facilities/congregate care settings, police/fire/EMS, shelters/corrections, and other healthcare workers will be prioritized for vaccination as doses become available. **Childcare staff** will be eligible for vaccination alongside school staff in Phase 2. First shipments of the **Pfizer** vaccine have been to hospitals across the state for vaccination of their workers; **Moderna** vaccine has also been shipped to clinical care sites. The State has contracted with **CVS and Walgreens** to arrange vaccination of **older adults in SNFs/congregate care**.

Vaccinations in **LTCs** began on 12/28 on Cape Cod.

Vaccinations of **Police/Fire/EMS** will begin this week (starting 1/11).

Vaccination of staff and **residents in shelters**, other state-funded **congregate living settings**, and **correctional facilities** will begin next week (1/18)

The Barnstable County Dept of Health and Environment is organizing vaccination clinics for first responders in the Middle, Lower, and Outer Cape. The Sandwich Health Department, in partnership with other town Health Departments, will be vaccinating first responders in the Upper Cape area. **Planning for 4-5 sub-regional mass vaccination sites on Cape Cod, to begin operation during Phase 2, is underway.**

The DPH has adjusted its list of persons prioritized for vaccination at the beginning of Phase 2, **adding persons aged 75+ and residents and staff of public and private low income and affordable senior housing to the first group in Phase 2.**

7. COVID Mutation and Changes in Transmissibility/Virulence/Other

The emergence of a variant of the COVID-19 virus in the UK, classified as B.1.1.7, was identified in October and publicized in early December. Reports hold that B117 is 50% - 70% more contagious than our predominant variant now circulating (D614G). **Within two months of the variant being identified in the UK it has become dominant strain circulating there.** B117 is spreading globally and has been detected in the US.

Researchers are working to determine if B117 differs from D614G in terms of: **1.** How sick people become, **2.** If natural immunity is different following infection with D614G, and **3.** If immunity from vaccination differs since the vaccine was developed during the period that D614G has been predominant.

According to an article by Andrew Joseph from StatNews, "Coronaviruses evolve more slowly than viruses like flu, but they do pick up mutations as they spread. **SARS-CoV-2 has been adding one or two changes a month to its RNA genome since it emerged late last year in China**, and different versions of the virus have been continuously circulating throughout the course of the pandemic. **But this variant (B.1.1.7 or VUI-202012/01) showed up with at least 17 mutations**, according to one genetic analysis."

(Source: https://www.statnews.com/2020/12/21/looming-questions-new-variant-coronavirus/?utm_source=STAT+Newsletters&utm_campaign=1a74bda2ca-MR_COPY_01&utm_medium=email&utm_term=0_8cab1d7961-1a74bda2ca-150158417)

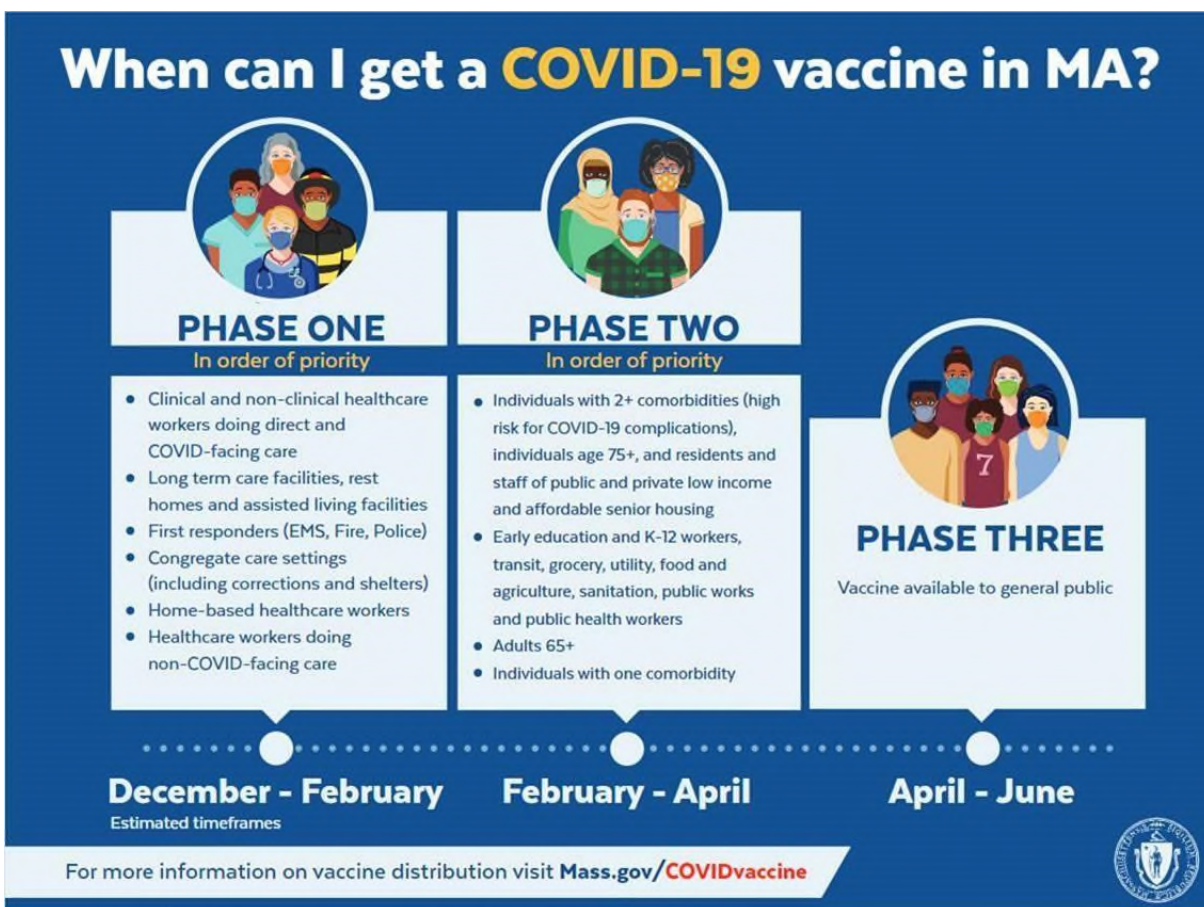


The big, looming questions about the new variant of the coronavirus- STAT

www.statnews.com

When a new viral variant emerges, experts want to know how well it spreads, whether it changes the disease, and whether it affects immunity.

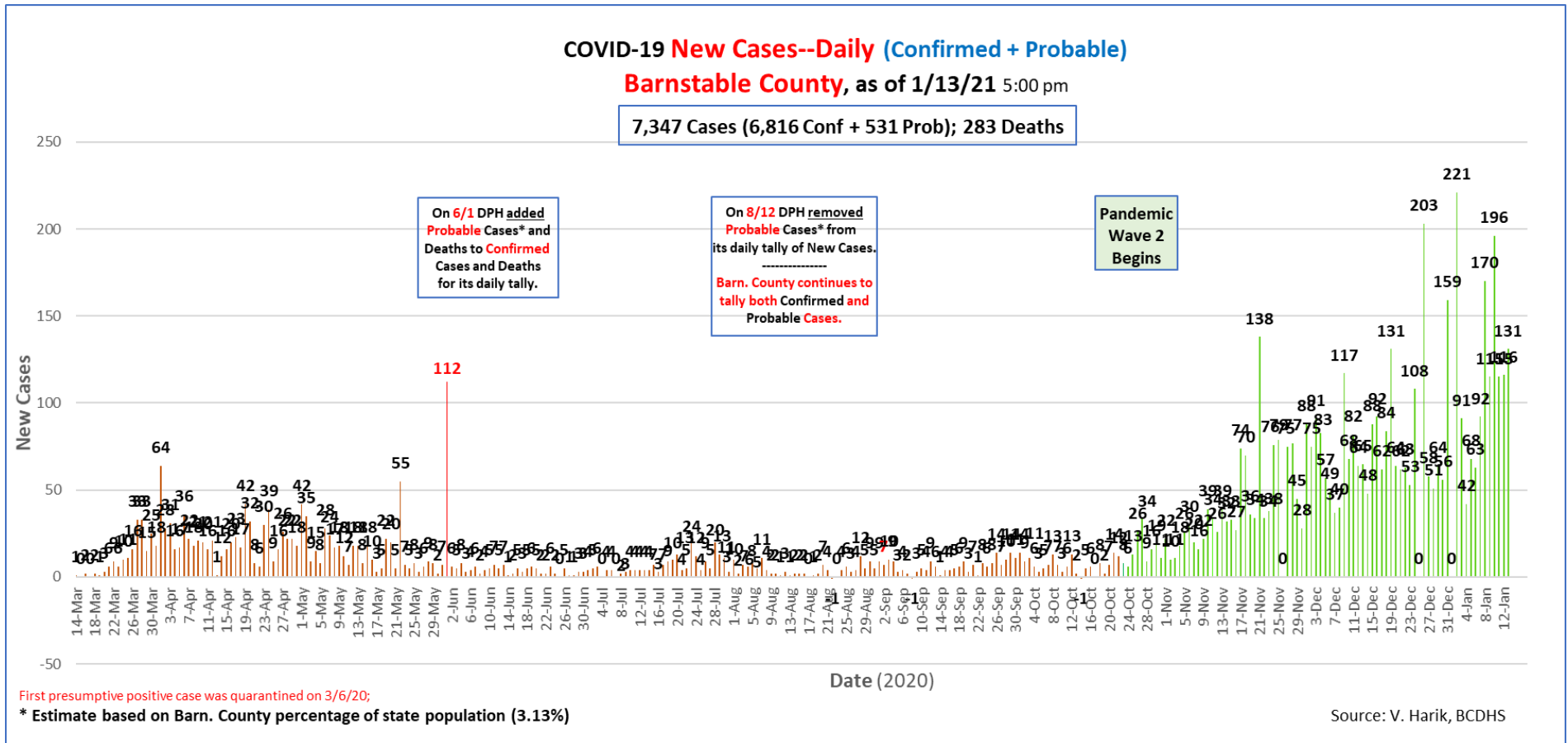
See the **attached CHART PACKAGE** for additional information.



Vaira Harik, M.S.
Deputy Director
Barnstable County Dept. of Human Services
Cell: 520-271-6314
Email: vharik@barnstablecounty.org

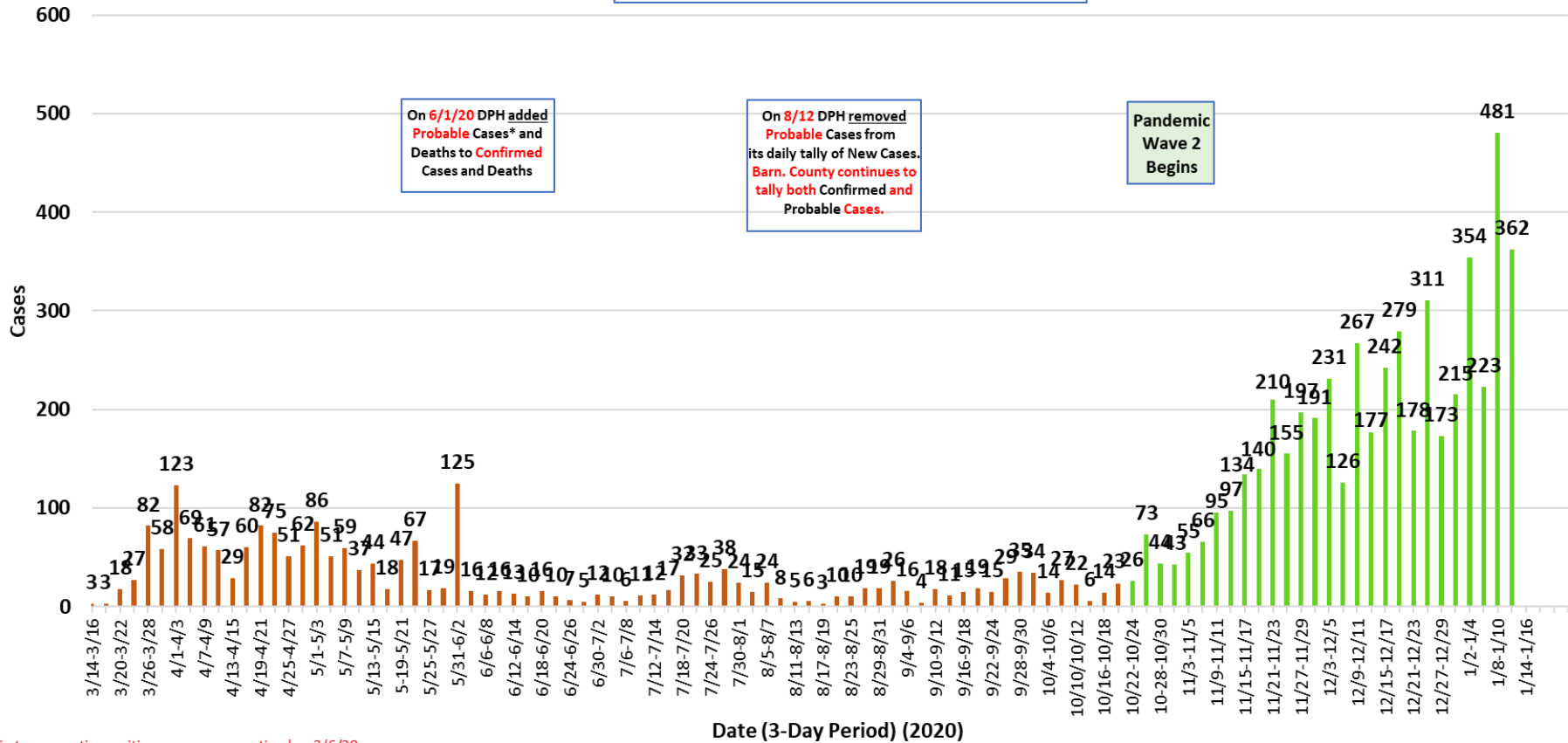
You're receiving this message because you're a member of the Group - Town Health Agents (7/24/20) group from County of Barnstable. To take part in this conversation, reply all to this message.

Vaira Harik, Barnstable County Dept of Human Services
COVID Daily Update Chart Package, 1/14/21



COVID-19 Epidemiological Curve--New Cases (Confirmed + Probable)
Barnstable County, as of 1/13/21 5:00 pm
 (New Cases per 3-Day Period)

7,347 Cases (6,816 Conf + 531 Prob); 283 Deaths



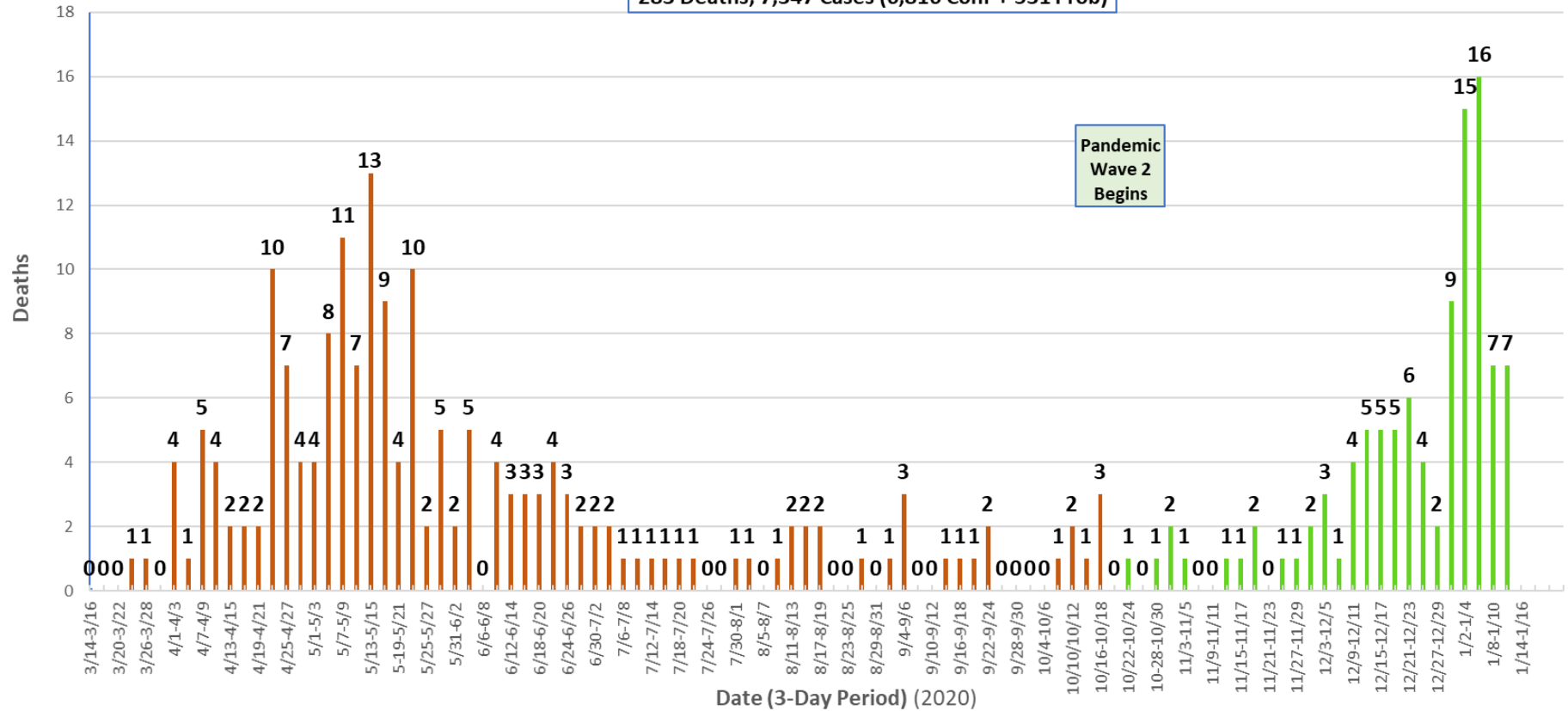
First presumptive positive case was quarantined on 3/6/20;

Incubation Period = 14 Days; Data presented in 3-day periods which equal ~1/4 of the Incubation Period; * Estimate based on Barn. County percentage of state population (3.13%)

Source: V. Harik, BCDHS

COVID-19 Epidemiological Curve--New Deaths (Confirmed + Probable)
Barnstable County, as of 1/13/21 5:00 pm
(New Deaths per 3-Day Period)

283 Deaths; 7,347 Cases (6,816 Conf + 531 Prob)



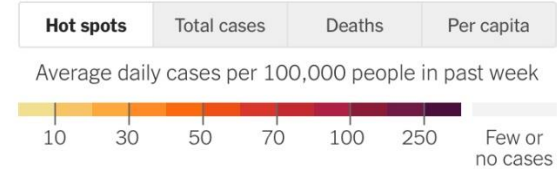
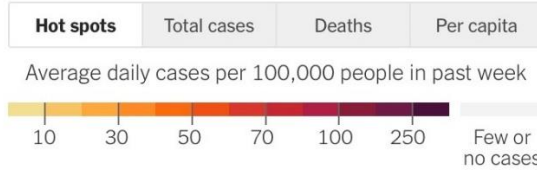
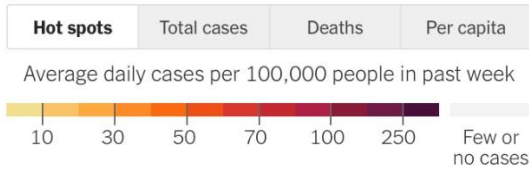
First presumptive positive case was quarantined on 3/6/20;
 Incubation Period = 14 Days; Data presented in 3-day periods which equal ~1/4 of the Incubation Period
 Source: V. Harik, BCDHS; Using data provided by the MA Department of Public Health

Source: NYTimes.com:

BARNSTABLE 1/14/21

DUKES, 1/14/21

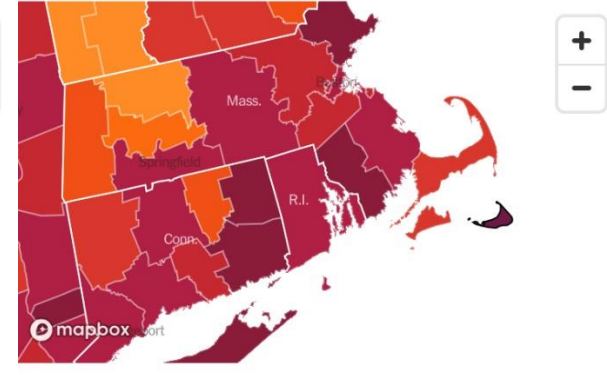
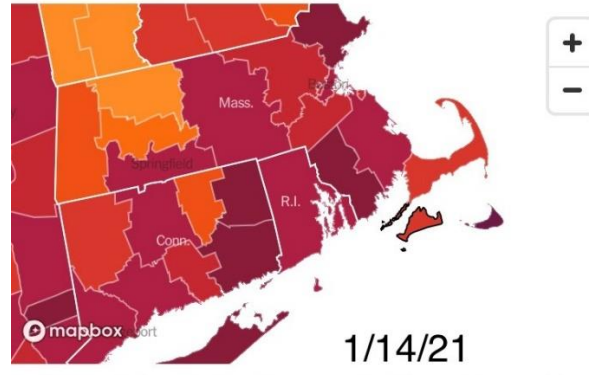
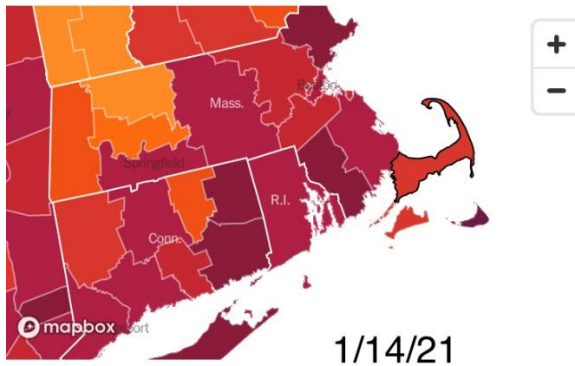
NANTUCKET, 1/14/21



Use two fingers to pan and zoom. Tap for details.

Use two fingers to pan and zoom. Tap for details.

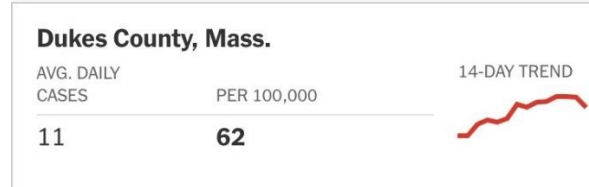
Use two fingers to pan and zoom. Tap for details.



Sources: State and local health agencies. Population and demographic data from Census Bureau.
 ► About this data

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Vaira Harik, Barnstable County Dept of Human Services
COVID Daily Update Chart Package, 1/14/21

Barnstable County COVID-Related Hospital & ICU Beds Occupied, with Cases & Deaths						
Source: V. Harik, Barn. County Dept of Human Services; Tabulation of MA DPH Data						
WEEKLY: (On Tuesdays)		Not Cumulative		Cumulative		3-day Avg. of Persons in Hosp. (Ward + ICU)
Date Reported by DPH	Hospital	Hospital Beds Occupied	ICU Beds Occupied	Barnstable County Cases (Confirmed)	Barnstable County Deaths	
4/22/2020	Cape Cod Hospital	11	5			
	Falmouth Hospital	13	7			
		24	12	678	27	41.0
11/12/2020	Cape Cod Hospital	1	0			
	Falmouth Hospital	0	0			
		1	0	2,266	187	1.0
11/17/2020	Cape Cod Hospital	8	1			
	Falmouth Hospital	3	0			
		11	1	2,835	188	9.3
11/24/2020	Cape Cod Hospital	11	0			
	Falmouth Hospital	4	0			
		15	0	3,261	190	15.7
12/1/2020	Cape Cod Hospital	14	3			
	Falmouth Hospital	7	1			
		21	4	3,129	192	25.7
12/8/2020	Cape Cod Hospital	14	5			
	Falmouth Hospital	7	2			
		21	7	3,554	198	25.7
12/15/2020	Cape Cod Hospital	19	5			
	Falmouth Hospital	7	1			
		26	6	4,086	210	35.3
12/22/2020	Cape Cod Hospital	22	2			
	Falmouth Hospital	8	1			
		30	3	4,644	221	36.0
12/29/2020	Cape Cod Hospital	41	5			
	Falmouth Hospital	11	2			
		52	7	5,181	229	58.3
1/5/2021	Cape Cod Hospital	23	7			
	Falmouth Hospital	19	3			
		42	10	5,818	256	51.0
1/12/2021	Cape Cod Hospital	26	14			
	Falmouth Hospital	9	4			
		35	18	6,685	277	49.0
Hospitalizations, Last Report:		Not Cumulative		Cumulative		3-Day Avg. of Persons in Hosp. (Ward + ICU)
		Hospital Beds Occupied (Last Report)	ICU Beds Occupied (Last Report)	Barnstable County Cases (Confirmed)	Barnstable County Deaths	
1/13/2021	Cape Cod Hospital	30	14			
	Falmouth Hospital	12	4			
		42	18	6,816	283	53.7

Vaira Harik, Barnstable County Dept of Human Services
COVID Daily Update Chart Package, 1/14/21

Barnstable County COVID Cases and Facility-Reported Deaths in Long Term Care Facilities (thru 1/5/21)					
#	Facility	County	Licensed Beds	Cases* (Staff & Residents)	Deaths** (Residents Only)
1	ADVINIA CARE AT PROVINCETOWN	Barnstable	41	1-10	0
2	BOURNE MANOR EXTENDED CARE FACILITY	Barnstable	142	11-30	1-4
3	CAPE HERITAGE REHABILITATION & HEALTH CARE CENTER	Barnstable	123	1-10	0
4	CAPE REGENCY REHABILITATION & HEALTH CARE CENTER	Barnstable	120	>30	17
5	CAPE WINDS REST HOME OF HYANNIS	Barnstable	37	11-30	0
6	CAPE WINDS REST HOME OF SANDWICH	Barnstable	20	0	0
7	JML CARE CENTER INC	Barnstable	132	11-30	5
8	LIBERTY COMMONS	Barnstable	132	11-30	1-4
9	MAYFLOWER PLACE NURSING & REHABILITATION CENTER	Barnstable	72	11-30	1-4
10	PAVILION THE	Barnstable	82	>30	1-4
11	PLEASANT BAY OF BREWSTER REHAB CENTER	Barnstable	135	>30	19
12	ROSEWOOD MANOR REST HOME	Barnstable	33	1-10	0
13	ROYAL CAPE COD NURSING & REHABILITATION CENTER	Barnstable	99	>30	20
14	ROYAL MEGANSETT NURSING & REHABILITATION	Barnstable	90	11-30	0
15	ROYAL NURSING CENTER LLC	Barnstable	121	>30	22
16	ROYAL OF COTUIT	Barnstable	120	11-30	1-4
17	SOUTH DENNIS HEALTHCARE	Barnstable	128	>30	11
18	TERRACES ORLEANS (THE)	Barnstable	50	1-10	0
19	WINDSOR NURSING & RETIREMENT HOME	Barnstable	120	>30	1-4
20	WINGATE AT HARWICH	Barnstable	135	>30	21
Totals, Barnstable County			1,932		139
					(Estimated)
LTC Facility Percentage of Total COVID Fatalities in Barnstable County, 3/1/20 to 1/5/21					54%

Source: MA DPH COVID Weekly Report, 1/7/21.

*Staff and residents; **Cumulative COVID-19 deaths –includes residents only. ***Facility is closed. Data will continue to be included for completeness but will not change except for the result of data cleaning.

PLEASE NOTE: This list includes nursing homes, rest homes, and skilled nursing facilities; reported COVID-19 cases to date represent both staff and residents. The number of cases for a facility relies on the amount of testing conducted; facilities not included on this list may have COVID-19 cases that have not yet been identified. As of May 25th 344 nursing homes reported that at least 90% of staff and 90% of residents had been tested.

ALSO: Data on deaths is self-reported by each facility. In accordance with long-term care regulations, nursing homes and rest homes must report deaths due to any cause in any resident, either confirmed COVID-19 positive, or suspected to have COVID-19, even if the individual was never tested. When the number of deaths is between 1-4 residents, the number is suppressed and reported as 1- 4, to protect possible resident identification. The Department of Public Health performs routine data quality reviews of the data it receives. This includes removing duplicate results and updating counts if needed. Also, occasional negative tests from nursing home residents result after being reported first as presumptive and are removed. As a result of this, the total of self-reported deaths may decrease to ensure accuracy.

Data Sources: MAVEN for confirmed cases; Individual facilities reported resident deaths to DPH Bureau of Health Care Safety and Quality's Health Care Facility Reporting System.

Vaira Harik, Barnstable County Dept of Human Services
COVID Daily Update Chart Package, 1/14/21

MA DPH Data Dashboard, WEEKLY REPORT of 1/7/21 (for the Period 12/20/2020 – 1/2/21)									
Data Source: MA DPH, 12/7/21 Weekly COVID Report (https://www.mass.gov/info-details/covid-19-response-reporting)									
	Total Case Count	Case Count (Last 14 Days)	Average Daily Incidence Rate per 100,000 (Last 14 days)	Relative Change in Case Counts ¹	Total Tests	Total Tests (Last 14 days)	Total Positive Tests (Last 14 days)	Percent Positivity (Last 14 days)	Change in Percent Positivity ²
Barnstable County	5,881	1,138	37.5	Higher	203,096	20,405	1,284	6.29%	Higher
Berkshire County	3,260	606	34.2	Higher	189,999	16,489	689	4.18%	Higher
Bristol County	37,700	6,445	80.6	Higher	686,786	60,099	7,285	12.12%	Higher
Dukes County	(Reported in Combination with Nantucket County)				(Reported in Combination with Nantucket County)				
Dukes and Nantucket Counties	1,379	223	55.3	Higher	47,280	3,894	229	5.88%	Higher
Essex County	62,276	9,043	81.1	Lower	1,181,661	111,409	10,927	9.81%	Higher
Franklin County	1,356	189	19	Lower	97,401	6,546	212	3.24%	Higher
Hampden County	28,208	4,265	64.7	Higher	573,096	54,198	5,114	9.44%	Higher
Hampshire County	4,198	787	34.3	Higher	364,414	18,800	898	4.78%	Higher
Middlesex County	80,814	11,978	52.6	Higher	2,870,866	220,971	13,598	6.15%	Higher
Nantucket County	(Reported in Combination with Dukes County)				(Reported in Combination with Dukes County)				
Norfolk County	29,618	5,083	50.8	Higher	996,503	85,176	5,703	6.70%	Higher
Plymouth County	26,430	4,609	62.4	Higher	556,653	53,655	5,170	9.64%	Higher
Suffolk County	57,745	7,298	64.4	Higher	2,150,437	127,828	8,564	6.70%	Higher
Worcester County	46,010	7,646	65.1	Higher	1,189,313	93,643	8,529	9.11%	Higher
Unknown³	1,177	258	*	*	201,280	14,908	259	*	*
State	386,052	59,568	61.1	Higher	11,308,785	888,021	68,461	7.71%	Higher

Data are current as of 11:59pm on 1/5/21;
1 Number of new cases occurring over the current two-week period (12/20/2020 – 1/2/21) compared to the previous two-week period (12/13/2020 – 12/26/2020). **Higher**=number of new cases in the current two-week period higher than the number of new cases during the last two-week period. **Lower**=number of new cases in the current two-week period lower than number of new cases during the last two-week period. **No change**=number of new cases in current two-week period is equal to the number of new cases during the last two-week period.
2 Change in percent positivity compared to the previous week's (12/31/2020) report. **No Change**= <0.10% difference in the percent positivity.
3 Address information for these cases is currently being obtained. DPH calculates rates per 100,000 population using denominators estimated by the University of Massachusetts Donahue Institute using a modified Hamilton-Perry model (Strate S, et al. Small Area Population Estimates for 2011 through 2020, report, Oct 2016.) Please note: Data for these tables are based on information available in the DPH surveillance database at a single point in time. Case counts for specific cities and towns change throughout the day as data cleaning occurs (removal of duplicate reports within the system) and new demographic information (assigning cases to their city or town of residence) is obtained.

Vaira Harik, Barnstable County Dept of Human Services
COVID Daily Update Chart Package, 1/14/21

MA DPH Data Dashboard, WEEKLY REPORT of 1/7/21 (for the Period 12/20/20 to 1/2/21)										
City/Town	Population	(March 2020 to Present) Total Case Count	Case Count Last 14 Days	Average Daily Incidence Rate per 100K	Relative Change in Case Count	Total Tests	Total Tests Last 14 Days	Positive Tests Last 14 Days	Percent Positivity Last 14 Days	Change in Percent Positivity
Barnstable	44,773	1,890	352	56.2	Higher	41,076	4,498	377	8.38%	Higher
Bourne	21,026	620	118	40.1	Higher	22,423	2,170	132	6.08%	Higher
Brewster	9,926	215	26	18.7	Higher	9,599	1,133	31	2.74%	Higher
Chatham	5,830	112	36	44.1	Higher	5,412	599	45	7.51%	Higher
Dennis	13,088	335	86	46.9	Higher	10,607	1,098	93	8.47%	Higher
Eastham	4,603	52	6	9.3	Higher	2,959	240	6	2.50%	Higher
Falmouth	31,190	741	111	25.4	Lower	36,677	3,063	129	4.21%	No Change
Harwich	12,589	350	55	31.2	Higher	11,009	1,224	63	5.15%	Higher
Mashpee	15,535	332	75	34.5	Higher	14,488	1,367	98	7.17%	Higher
Orleans	5,620	77	27	34.3	Higher	3,890	394	27	6.85%	Higher
Provincetown	2,583	47	6	16.6	No Change	3,169	231	7	3.03%	Higher
Sandwich	21,078	378	97	32.9	Higher	16,568	1,619	103	6.36%	Higher
Truro	1,968	18	0	0	No Change	1,396	107	0	0%	No Change
Wellfleet	2,760	29	1	7.8	Higher	1,935	111	3	2.70%	Higher
Yarmouth	24,062	685	140	41.6	Lower	21,888	2,551	170	6.66%	Lower
Barnstable County	216,629	5,881	1,136	33.9	Higher	203,096	20,405	1,284	6.29%	Higher
Aquinnah	261	3	0	0	No Change	417	20	0	0%	No Change
Chilmark	759	9	2	28.2	Higher	2693	190	3	1.58%	Higher
Edgartown	4,086	159	20	35.0	Higher	8229	578	21	3.63%	Higher
Gosnold	45	5	0	0	No Change	115	3	0	0%	No Change
Oak Bluffs	5,209	132	26	35.7	Higher	5496	444	27	6.08%	Higher
Tisbury	4,174	183	26	44.5	Higher	10387	743	28	3.77%	Higher
West Tisbury	2,871	58	8	19.9	Higher	3669	295	8	2.71%	Higher
Dukes County	17,404	554	83	*	Lower	31,006	2,273	87	3.83%	Lower
Nantucket	11,416	830	140	87.6	Higher	16274	1621	142	8.76%	Higher
Dukes and Nantucket Counties	28,820	1,379	223	55.3	Higher	47,280	3,894	229	4.51%	Higher
State	6,964,383	386,052	59,568	61.1	Higher	11,308,785	888,021	68,461	7.71%	Higher
Data Source: MA DPH, 1/7/21 Weekly COVID Report (https://www.mass.gov/info-details/covid-19-response-reporting); Analysis: V. Harik BCDHS.										
Massachusetts COVID Testing Rates, As Applied to Barnstable County (Thru 1/2/21)										
Sources: Census.gov; MA DPH Weekly COVID Report, 1/7/21. Analysis: V. Harik, BCDHS										
						MA	Barnstable County			
Population Estimate (via DPH)						6,964,383	216,629			
						Barnstable County % of MA Pop.		3.11%		
						Barn. County % of Total MA Tests		1.80%		
						Barn. County % of MA Tests, Past Two Weeks		2.30%		
						Barn. County % of MA <u>Total Confirmed</u> Cases		1.52%		
						Barn. County % of MA Confirmed Cases, Past Two Weeks		1.91%		
						MA % Positive Tests Last 14 Days		7.71%		
						Barnstable County % Positive Tests Last 14 Days		6.29%		

Vaira Harik, Barnstable County Dept of Human Services
COVID Daily Update Chart Package, 1/14/21

Active COVID Clusters by Exposure Setting Type for the Period 12/6/20 to 1/2/21 (as of 1/7/21)

Source: <https://www.mass.gov/info-details/covid-19-response-reporting>. Tabulation: V. Harik, Barnstable County DHS

Sorted by Number of Cases in New Cluster Settings

	Exposure Setting	New Clusters (Identified 12/6/20 – 1/2/21)			Ongoing Clusters (Cluster Identified Prior to 12/6/20 But Not Meeting Criteria for Closing)			Total		
		Clusters	Confirmed Cases	Close Contacts	Clusters	Confirmed Cases	Close Contacts	Clusters	Confirmed Cases	Close Contacts
1	Household	19,931	51,044	---	13,783	5,886	---	33,714	56,930	---
2	Long Term Care Facilities	122	1,186	---	206	2,401	---	328	3,587	---
3	Child Care	155	478	671	157	100	355	312	578	1,026
4	Senior Living	52	396	33	79	440	195	131	836	228
5	Social Gatherings	49	307	42	38	30	26	87	337	68
6	Restaurants & Food Courts	25	223	40	50	78	34	75	301	74
7	Hospitals	18	173	15	30	223	74	48	396	89
8	24/7 Congregate Settings	44	162	51	62	128	38	106	290	89
9	Other Healthcare	21	127	57	27	50	14	48	177	71
10	K-12 Schools	30	121	243	59	64	56	89	185	299
11	Industrial Settings	20	119	61	59	170	69	79	289	130
12	Corrections	3	89	3	17	1,080	54	20	1,169	57
13	Other Workplaces	20	87	30	27	38	41	47	125	71
14	Organized Athletics/Camps	14	63	171	19	12	62	33	75	233
15	Colleges & Universities	9	56	20	30	6	2	39	62	22
16	Places of Worship	5	55	4	12	4	1	17	59	5
17	Retail & Services	15	41	24	23	23	11	38	64	35
18	Shelters	3	37	.	4	3	.	7	40	.
19	Other Food Establishments	6	30	29	11	25	1	17	55	30
20	Recreation/Cultural	5	23	17	4	.	.	9	23	17
21	Offices	7	19	2	9	2	.	16	21	2
22	Travel & Lodging	1	2	.	2	10	.	3	12	.
23	Other	.	.	.	6	1	.	6	1	.
	TOTAL	20,555	54,838	1,513	14,714	10,774	1,033	35,269	65,612	2,546
New Clusters: Clusters with the first case (indicated by the first positive lab result) identified during the four week period 12/20/20 – 1/2/21										
Ongoing Clusters: Clusters with the first case identified prior to 12/6/20 that has not met criteria to be closed.										
Confirmed Cases included in ongoing clusters occurred between 12/20/20 and 1/2/21 but are associated with a cluster that began prior to 12/6/20.										
Close Contacts included in ongoing clusters occurred between 12/20/20 and 1/2/21 but are associated with a cluster that began prior to 12/6/20.										
Closed Clusters: A cluster is closed after 28 days have passed since the last confirmed case; 19,890 clusters are closed, 121,966 cases are associated with closed clusters										

Updated 1/13/21

When can I get a COVID-19 vaccine in MA?

PHASE ONE
In order of priority

- Clinical and non-clinical healthcare workers doing direct and COVID-facing care
- Long term care facilities, rest homes and assisted living facilities
- First responders (EMS, Fire, Police)
- Congregate care settings (including corrections and shelters)
- Home-based healthcare workers
- Healthcare workers doing non-COVID-facing care

PHASE TWO
In order of priority

- Individuals with 2+ comorbidities (high risk for COVID-19 complications), individuals age 75+, and residents and staff of public and private low income and affordable senior housing
- Early education and K-12 workers, transit, grocery, utility, food and agriculture, sanitation, public works and public health workers
- Adults 65+
- Individuals with one comorbidity

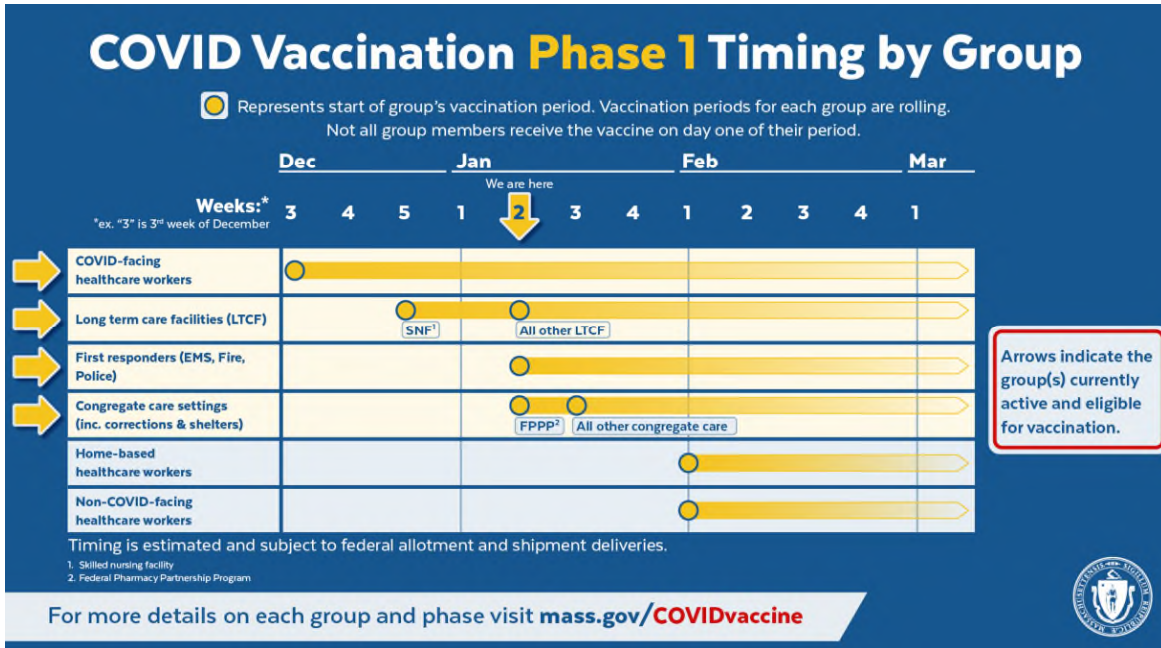
PHASE THREE
Vaccine available to general public

December - February
Estimated timeframes

February - April

April - June

For more information on vaccine distribution visit [Mass.gov/COVIDvaccine](https://www.mass.gov/COVIDvaccine)



Phase 3 includes vaccination of the general public. It is anticipated that the 4-5 regional clinics will remain in place and operations throughout Phase 3. Additionally, pharmacies, health centers and primary care providers will be offering COVID-19 vaccines during Phase 3 and the latter part of Phase 2.

Frequent changes to the vaccination plan take place regularly, please keep checking the website for the most up to date information:
<https://www.mass.gov/info-details/covid-19-vaccine-distribution-timeline-phase-overview>

TESTING

FREE antigen testing is available for Barnstable County residents at Outer Cape Health Services locations in Harwich, Wellfleet and Provincetown through the month of February.

For testing options at Outer Cape Health, please call [508-905-2888](tel:508-905-2888) in advance to make a testing appointment.

For Cape Cod Healthcare run testing, call the Community Testing Line at 508-534-7103 to make an appointment. Locations are in Falmouth and Barnstable.

CLOSING MESSAGE

It is very likely that we are experiencing the effects of the new variant of COVID-19. This new variant spreads more easily between people, allowing higher rates of transmission. It is more important than ever to abide by the social distancing and face covering requirements put in place by public health experts. These tools are proven methods of safety that will protect you and your family.

Meggan Eldredge
Health Director

ANNUAL
COMMITTEE
PRESENTATIONS

2020 "Year of the COVID"

- 2020 created unprecedented demand for tee times and overall access to Cranberry Valley golf services. Despite adherence to State protocols related to COVID, limited staffing, our fiscal finances remain strong. Along with these financial challenges our Staff has excelled at attempting to deliver the same high level of service to Annual Pass Holders and our valued paying public customers. In light of these challenges, the Committee has acted appropriately in responding to changes that have been presented to the Management team this year. We have contributed, as you know in a variety of ways to be budget responsible, and have taken necessary steps in adjusting rates and fees to accomplish our goals. In particular, in reacting to the challenge of non-resident pass holders, over two years we will reduce the number of categories for pass holders to two: resident and non-resident. We are also working collectively to improve the efficiency of our tee time system.

Monthly Golf Dept Revenue

Current fiscal year with comparison

	2020	2019
July	\$275,462	\$194,282
August	\$204,075	\$197,662
September	\$174,702	\$176,502
October	\$99,309	\$91,882
November	\$43,593	\$12,012

Rounds Played at Cranberry Valley

	2019	2020	
April	1906	126	Covid-19 Closure
May	5328	3008	Phase 1 restrictions
June	7017	6756	Phase 2 restrictions
July	7702	9563	Phase 3 restrictions/'19 tornado
August	8353	8747	2019 tornado
September	6669	7950	
October	4089	5676	
November	1346	3406	
December	86	1237	
Total	42496	46469	

2. Attendance at meetings has been strong with very few meetings missed by our members. Agendas and Minutes have been post appropriately thanks to the collaborative support of our Golf Director and Mike Serijan (committee secretary). Ethics compliance is in place.

COVID has presented a challenge for us with the “Go to Meeting” platform, but we are adjusting. We look forward to in-person meetings as soon as feasible. We recently have conducted our annual Public Hearing regarding rates and fees for the coming season with great success.

At the same time we were sad to see the services of **Tom Johnson**, long time member of the committee, resign for health reasons. We wish him well and thank him for his service to the committee. Thanks to prompt action from the BOS, his replacement, Mr. Paul White has been appointed to replace Tom. Mr. White brings a great resume and skill set to the committee. This year’s officers are: Clem Smith, Chair, Martha Duffy, Vice Chair. Committee members are: Paul White, John Crook, Jack Connoly, John Wheeler, and Steve Bilotta. The committee is in compliance with the “conflict of interest law”. Thanks to the selectmen’s vetting these individual collectively bring a positive business foundation to the operations in assistance to our Director of Golf, Roman Greer and our Superintendent, Shawn Fernandez. Policies and direction given in conjunction with our management team continues to map out a vision for the future of Harwich Golf.

3. Major initiatives for the committee continue to be:



Completed Stand Alone Field: Total Project Generation 282KW

Now underway completion of our capital project which will feature a ‘Solar Component’, and the introduction of **“electric golf carts”**, as well as final landscaping to complete the project

- Re -Prioritization of capital needs in response to Selectmen and Capital Outlay

Cart path renewal and improvements designed to enhance emergency response of Fire and Safety personnel.

Club house and restaurant upgrades, the funding of these improvements will result in a “turnkey” operation along with continued relationships with Miller Golf instructional services, and the Hot Stove, under the direction of Mr. Ron Liedner

- USGA consultation in association with CVGC. Recommendations, planning, and implementation through their guidance

The immediate focus in 2021, as an example, will start with our upgrading of water resource management (Irrigation) capabilities. Once again this approach will save in a profound way by staying ahead of replacement needs.

Note: these initiatives are funded by existing dedicated funding of Golf Department operations, and will continue, without impact on the general taxpaying public of the town.

Continuing development of Junior Golf strategies to attract Harwich’s next generation of golfers, in close association with our regional High School and Middle school students, both men and women. The announcement of our “**First Tee**” affiliation as a regional center for Junior Golf, it’s promotion and development, “Drive Chip & Putt”, MIAA, sponsoring of State Wide Junior competitions all contribute to our vision.

Long range: completion of forward tee options, a Junior practice course, and a nursery/ putting complex designed for Super senior access after-hours are on the horizon.

Respectfully submitted,

Clement Smith, Chair HGC

Martha Duffy, Co chair
Steve Bilotta
Jack Connolly
John Crook
John Wheeler
Paul White

Town of Harwich
Finance Committee

Finance Committees report to the Board of Selectmen

Last year in spite of Covid 19, Town Meeting postponements, and the challenges of remote meetings, no meetings were canceled due to the lack of a quorum. The Finance Committee was able to make recommendations on Budgets and Warrant Articles for the 2020 Annual Town Meeting.

As of December 15, 2020, the Finance Committee has met twice;

- Finance Committee has currently has 8 members, with the addition of a new member, Mary Anderson. There is one vacancy
- All members are sworn in and have gone through ethics training, with the exception of Mary Anderson.
- Minutes are being taken and posted on a regular basis. (At no cost to the Town)
- The Committee has reorganized and laid out preliminary thoughts for future plans, including having liaisons with Department Heads.
- Members now have Town of Harwich e-mail addresses, and we are working towards having the information of the Finance Committee webpage expanded and enhanced.

Some of our more ambitious goals for the coming Town Meeting, include the following as review individually with the Selectmen, Acting Town Administrator Joe Powers, and Finance Director Carol Coppola:

- Working toward collecting past due property taxes.
- Looking at previously approved Warrant Articles that have not been completed.
- Discussion with the Selectmen on their plan for the Cultural Center.
- Reevaluating fees for town sponsored programs.
- Issuing an updated, comprehensive report on the debt 2020-2050, inclusive of principal and interest.
- Potential selling of Town property that would bring in future tax revenue.

The Finance Committee would like to acknowledge and thank Dana DeCosta for his leadership, talent and time that he brought to leading this committee for so many years.

Respectfully submitted,

Jon Chorey, Chairman

NEW BUSINESS

MINUTES
SELECTMEN'S MEETING
GRIFFIN MEETING ROOM
Monday, January 6, 2020
6:30 P.M.

SELECTMEN PARTICIPATING: Larry Ballantine, Donald Howell, Michael MacAskill, Edward McManus. Absent: Mr. Stephen Ford.

ALSO PARTICIPATING: Interim Town Administrator Joseph Powers and Finance Committee Members: Jack Brown, Jon Chorey, Dan Tworek, Mark Ameres, Tom Sherry, Dale Kennedy.

CALL TO ORDER

Mr. Ballantine opened the meeting at 6:30 pm, and called to order the Board of Selectmen.

WEEKLY BRIEFING

A. Sewerage Work Improvement Phase 2 – Contract #1 – Construction Schedule
– Weekly Update

Mr. Joseph Powers, Interim Town Administrator, said that he had an update for the sewage work improvement for Phase 2, Contract 1; as well as, introducing the first construction update for Contract 2.

The look ahead for Contract 1, for this week, January 6th through January 10th, the Mainline Sewer Crew # 1 will have the subcontractors performing various tasks, at various locations. Mainline Sewer Crew # 2 will continue installation on Route 137, with detours still in place. Then, on Friday only, they will continue installation on White Pine Circle. The two week look ahead for the week of January 13th through January 17th, again Mainline Sewer Crew # 1 will have the subcontractors performing various tasks at various locations and Mainline Sewer Crew # 2 will return to continue installation on Route 137, with detours. The same work will continue through January 20th and January 24th. Mr. Powers said that it is his understanding that even though January

20th is a holiday for the Town, they will perhaps be operating, and he will confirm that for the next week's update.

B. Sewerage Work Improvement Phase 2 – Contract #2 – Construction Schedule

Mr. Powers said that Phase 2, Contract 2, is the work that will be performed by RJV, Inc. They are scheduled to commence their work beginning the week of January 27, 2020. Mr. Powers said that he is working with staff, and they have established coordination meetings for next week between RJV, Robert B. Our, staff and the engineering firm. He will have updates from those meetings. Also, they are doing a coordination meeting with the Town of Chatham. This is because they have their project coming closer to the work area that they are dealing with. He will have more updates after those meetings next week.

Mr. Ballantine said that it will take some coordination, and if they need to change the schedule to help with traffic patterns, they should do that. He added that they should be sure to be in charge of that, going forward.

PUBLIC COMMENTS/ANNOUNCEMENTS

A. Ms. Carolyn Carey, Director of the Community Center, wanted to let everyone know that the light display at the Cultural Center has been taken down, she thanked the Police Department and the Doane family.

Also, as a teaser, she wanted to let them know that next month the Community Center will be 20 years old. They will have a birthday celebration with several different events happening, including; a dance, a kids pancake breakfast, find the fairy doors and a cake baking contest. The full schedule will come out soon, so stay tuned! The official date of the opening was February 5th, and clubs started February 14th. Information will be posted on the Community Center website, Channel 18, and flyers will be everywhere. She hopes that everyone will have a chance to stop by.

B. Mr. Richard Waystack, Chairman, Board of Assessors, said that from the phone calls and visits to the Assessing Department today, it would seem people have received their tax bills. He just wanted to remind everyone that they have 3 ½ weeks left to file an abatement. If someone wishes to challenge the value of their property. He will remind everyone again that the abatement process does not challenge the amount of taxes that a person has to pay. If

you wish to file an abatement, you must pay your taxes. One question that comes up, is that the bill that was received last week, is the first actual tax bill. The previous two bills were estimates. This is the first tax bill at the higher tax rate. To file, it must be to the Assessor's Department by February 1st.

CONSENT AGENDA

A. Minutes:

1. June 10, 2019 Regular Session
2. June 24, 2019 Regular Session
3. July 1, 2019 – Regular Session

B. Vote to approve and sign the 2020 Seasonal Population Increase Estimate Form

Mr. Howell confirmed that they will be holding the June 24, 2019 Regular Session Minutes.

Mr. Howell moved that they accept the minutes for June 10th, 2019 and July 1st, 2019 and vote to approve and sign the 2020 Seasonal Population Increase Estimate Form. Seconded by Mr. MacAskill. All in favor, motion carried by unanimous vote.

PUBLIC HEARINGS/PRESENTATIONS

A. Public Hearing – Finance Committee joint meeting with the Board of Selectmen and Capital Outlay Committee on the submitted 7-Year Capital Outlay Plan

Mr. Powers stated that in accordance with the provisions of the charter, the public hearing this evening between the Board of Selectmen, Finance Committee, and Capital Outlay Committee, for the draft plan, was presented by himself to the Board on December 23rd. It was also available on the Town website and in the Administration Department. All parties should have in front of them the draft plan; as most recently updated on December 23, 2019.

Mr. Powers continued that he would build off of what he said to the Board on December 23rd, in his analysis memo, and said that the major items still need to have some vetting. He asked to draw their attention to page three, where it

referred to Wastewater and under the Town Administrator recommendations are two items that have yet to be voted on by Capital Outlay. The expectation is that if it is to go forward, he will be presenting that to Capital Outlay in the Spring, ahead of Town Meeting. However, the two items that have yet to be voted on by Capital Outlay, are the DHY Harwich share of treatment, for \$1.5 million, which would require the use of debt exclusion, and Phase 2, Contract 3, the additional work relative to the present phase of \$8.4 million. Otherwise, everything else has been vetted and is fully endorsed.

Mr. Richard Larios, Chairman, Capital Outlay Committee, reported that there is a total of \$11.7 million to be funded by debt exclusion, there will be 73% of the total funding mechanism. The items that are listed in the plan itself, include; the pump and ladder request, for the ladder called the Quint, under Fire Department for \$1.1 million, a five-year road maintenance plan, under public works, for \$700,000, the \$1.5 million for the DHY wastewater plan, and the Phase II, Contract 3 under wastewater for \$8.4 million. Finally, there were items added for Channel 18.

Mr. Ballantine said that they have not acted or made recommendations on the wastewater issues yet. That will be a discussion of the Board, and will be brought back. They are still trying to sort through the timing of it, and come back with recommendations. The \$700,000 needs to be debated somewhat, because there are a few things that they have control over that may affect the overall town budget, and capital outlay is one of them.

Mr. Larios said that this is a prime example about the plan being fluid, and able to change, until they get to Town Meeting.

Mr. Ballantine said that is it exactly and that it really can be underlined with wastewater. If they take the capital outlay as the first stage, then they have some flexibility on how they do the wastewater project to keep the level funding going forward. They have had some discussions and they should go back and relook at it, to make sense in the near future and the long term.

Mr. Jon Chorey said that he had a question, that he had also mentioned a couple of weeks ago, about filling in the blanks that are there for years out. He said that Mr. Larios had mentioned it was a fluid plan before going to Town Meeting and he wanted to know if there was an intent to have all of the blanks filled out, for the five years, before Town Meeting. He said that it is his understanding that once it goes to Town Meeting, the only way it can be

changed is by going back to Town Meeting for a 2/3rds vote. He repeated that his question is, if there is a plan to fill in all the blanks, for all the departments, up through year five?

Mr. Howell said that it may have been a confusing discussion for everyone. He said that what passed last year at Town Meeting still has to go through the ballot, to actually make it happen. He also added that it was for seven years, not five, and when it gets locked in next year, you will not be able to move anything. However, this year, Mr. Larios is right. It is fluid for this year's presentation to Town Meeting and basically you are starting fresh next year. If something skips the line, then it will need the 2/3rds vote, but that is presuming that it passes the ballot this year.

Mr. Chorey asked if there is any reason that they cannot do that now. Mr. Howell said no, but pointed out that the requirement for this will not begin until next year.

Mr. Chorey asked for clarification on going from seven to five, if it passes at ballot. Mr. Howell said that they thought that amendment had been made, but it was not. The actual passage last year was for seven years for the capital plan.

Mr. Larios said that this meeting is a public meeting about the plan, not the process. Mr. Howell said that Mr. Larios' plan is in accordance with what the charter calls for right now.

Ms. Noreen Donahue, Committee Vice-Chairman, Capital Outlay Committee, said that she wanted to understand the other part of Mr. Chorey's question. She said that they had a confusing conversation two weeks ago, and asked if he was suggesting that, for example, if he is looking under Administration and sees zeros, is he saying that there should be zeros in every place.

Mr. Chorey said no, but for them to be able to plan effectively, whether for five years or seven years, he thought that it should be filled out for seven years, so they can plan and know what they are doing. They can be place holders, a lot of numbers are place holders and that is what he is asking for.

Mr. Larios said he understands what Mr. Chorey is asking for. He said that there is an issue with the Finance Committee dealing with operating costs that are yearly. However, with the Capital Outlay Committee, they are looking at

anything greater than \$50,000, and what is assumed that they will be spending. It is not their Capital Plan, it is the capital plan that is coming out of the Town Administrators office, for the town at large expenses. Mr. Larios agreed that if the items can be filled in, they should be. They used to be called place holders, but if they don't have a place holders, they are not going to make up a number.

Mr. Chorey said that they are responsible for all financial matters related to the town. Mr. Larios questioned why they have two committees. Mr. Chorey said that they are there to help them and Mr. Larios said that they help the Town Administrator. Mr. Ballantine said this does not need to be debated now, and added that Mr. Chorey made some good points, but it will have to come back to be discussed.

Mr. Jack Brown asked where they stand at this point, on what percent of the articles have estimates that are firm vs. not firm, and what will be going into Town Meeting.

Mr. Powers said to answer that question it goes back to his original narrative that the only items that are really in play, relative to what the Capital Outlay Committee has done, relate to wastewater and Channel 18. The Channel 18 numbers that were added are solid. Wastewater numbers will be based on two numbers, which are solid, but it is a matter if those numbers will prevail. He would agree that they are 95% there, but the vast majority are solid numbers.

Mr. Brown asked if there was some kind of tracking system to show where they will be at Town Meeting. Mr. Ballantine clarified if he is asking about these prices staying firm, and how they will be checked. He added that it is a good point to double check that.

Mr. Powers said that in the short term, he is their tracking system. He is working with the Finance Director, and if anything changes substantially, he will notify the Board of Selectmen and let it be known to the community. They will actively work the documents to make sure they are as sound as they can be.

Mr. Larios added that the numbers that they have there of the 99% that they are at, are contractual. If they buy something and the price changes between now and then, it is obvious that they will change it. They are considered rock solid, but if they go to the Fire Department and the price goes down, they will

be happy. If something goes up, it will have to go back to Capital Outlay for a vote, if it goes down, they do not need to vote.

Mr. Angelo La Mantia, Capital Outlay Committee, said that he thinks it would be helpful if the Board of Selectmen could determine how much money can be spent on these total projects. There are a lot of activities in there, and perhaps if they came up with a number that would be effective for the budget. Then they could work on things that could perhaps be eliminated. This should be reviewed.

Mr. Howell said that he agrees with Mr. La Mantia, and was going to say something to that affect, but it is more complex than that. It is just not how much money is available, but also what is coming off the plan and how long you bonded what you are just accumulating. They really need to look in terms of the stability. To get to the point with the sewerage that it maintains some sort of a flat line. They really need to know what it is that was borrowed, and how long the bonding is, so they can have an expectation when that comes off. Also to know what is coming off, that is available to be spent.

Mr. McManus said that another item they need to know is what the revenue source is, not all bonds are paid by the tax rate.

Mr. MacAskill said first, he would like to thank the Capital Outlay Committee for submitting and vetting this plan. He also understands the question that has been asked and when this is going to come up to have an iron clad line. To Mr. La Mantia's point, the Board really needs to get involved as quickly as they can, and the Finance Committee. They are getting to a point where they really need to start saying no on a few things. Mr. MacAskill directed a question to Ms. Carol Coppola, Finance Director.

He said to point it out, when they look at the list there is \$1.446 million available in free cash, and it is spent in this plan for this year, with no money going to op-ed and no money going to stabilization, zero. He cannot remember them doing that, in the past 4 years, at least. It has all been spent in this case, for equipment. The Fire Department proved that they needed the Quint, and that it will save money. However, he asked if they say no for a few years, can they pay for some of that ladder truck with free cash, so that they are not doing a debt exclusion for that much money. Mr. MacAskill asked Ms. Coppola if the two drivers that they have been talking about on the

budget that seems to go up between 4% to 7% are the contractual obligations with the Unions and debt service.

Ms. Coppola said that she would say that is correct. The Town of Harwich has been very generous with authorizing capital projects and when that vote is taken it takes a couple of years to catch up to selling the bonds and funding the debt, which comes from tax payer dollars. There are a number of existing debt obligations that the town has currently, a number that have been authorized and not issued yet, and some being proposed this evening. She has prepared debt schedules, estimated debt schedules, that go out to the year 2078 and made an effort to try and level that debt, but she added that it is difficult. CDM Smith has provided the town with a timeline and plan for the \$292 million, but they don't know if that will come to fruition. Ms. Coppola said that she does have that document and she could share it.

Mr. MacAskill asked if she could share that with the Board, and the Chair of the Finance Committee. He would like to know what has been authorized and not borrowed, as of now, that is not included in the new tax bill that the Assessing office is getting the phone calls on.

Ms. Coppola said that the amount that is authorized and unissued as of June 30th, 2019, she estimates principle and interest as well, but just speaking of principle is \$32,790,000.

Mr. MacAskill asked if that is on top of what they already borrowed, and what is reflected on their tax bills today. Ms. Coppola said that is correct.

Mr. MacAskill said his point is that those are the numbers to look at while making decisions. If they did not hear at Town Meeting last year, with their operating budget only being passed by about 25 votes; they were not listening. People want a break. He said that he will wait to debate Wastewater. There is nothing that says that they need to win that race. As they start talking about new phases, before finishing Phase II in East Harwich, and the 8 million shortfall, they really need to look at when that money is going to hit. This should happen before approving Town Meeting this year; or even the DHY agreement, in his opinion.

Ms. Donahue said in terms of thinking for Town Meeting, and the questions being asked, she wondered if they might be able to consider a technique to distribute the financial information at Town Meeting in a simple way, what is

in it and what is not in it. She said this is just a thought to bring it down to a level for a person that does not have time to look through everything.

Mr. Larios said that there are many people in town that understand numbers, and on the report that Mr. Powers put together, the critical one if he were not involved in specifics would be the tax impact chart, which drives it home for the average tax payer. If that can be enhanced in any way, it is in plain English, and puts it in perspective as a household expense.

Mr. MacAskill said that he agrees and tax payers need to see a lot more of a breakdown of what they are supporting, and what that tax impact is going to be. Not a chart or a graph, because he often hears that people do not understand that. Also, to keep in mind that last year they had a higher number at Town Meeting because of the pet cemetery controversy. They do not usually get a lot of people at Town Meeting and there are very few people making decisions. Mr. MacAskill added that at this table, they need to start explaining it better, and getting it out there better, to show people what they are voting for. There are things that can't be planned for, like the \$8.4 million mistake on the sewer contract, and certain things that they cannot explain.

Mr. Howell said that what they are looking at with these charts, is somewhat like getting pulled over by the police going 80 miles per hour, and telling him that you slowed down from 100. That is not really the point of the speed limit! This chart begins on 2019 and does not give the flavor of what happened in 2018, 2017 and 2016, because those are lower still, then this. He would like to give people a context. They heard last year, during discussion there, that they had brought up the indebtedness in the tax rate, to a certain level because of the sewerage, but people will get used to it. He would like to have a chart of what they are getting used to, because this is really the 100 mile an hour car going down to 80, which is not the point. They were paying their particular rate and got sticker shock this year. Mr. Howell said that they really need to give them where they came from, and where they are. He said that 2019 may look like a bargain year, but if you look at previous years, those were bargain years and this year is frightening. This is a real thing that has to be paid with real money. There are tons of people who were raised here for generations, and don't have a 401k. The ability to expand their household budget to cover this is exhausted right now. You need to explain what is at stake, what is still backed up that has not actually been built, and what this does to them. He agrees with Mr. Larios, it needs to be simple.

Mr. La Mantia said that it strikes him sitting there, that they talked about the high level of taxes for next year, and probably higher than the letter that they wrote as a guide. However, there is more than just taxes that come up with money. There is revenue that comes up with the various departments that probably should be reviewed, to see what could be reasonably increased. Also, putting everyone into trying to get grants and trying to find cash, one way or another. He added that Mr. MacAskill is right, it is going to be a very dangerous disability of not getting the project approved at Town Meeting, unless every rock has been looked under to see if projects should be done or cash should be developed.

Mr. Larios said that they have been very fortunate financially in the past and one thing they have never learned is how to say no. He said that they are at a point where as a whole, the group needs to instill in their minds that no is a good answer.

Mr. Chorey said that he agrees with everything that has been said and added on to what Mr. MacAskill brought up with the authorized but unissued debt, to take it one step further with proposed debt. He said that Ms. Coppola stated that she brought it out to 2078, and that proposed debt number is about \$356,000,000 to 2078. If you average that out by 58 years, that is close to \$7.5 million a year, and that is just about what the chart is saying. Then there is other debt that is not showing up in issued debt and underfunded op-ed. They are not making the contributions there that they should be making. That op-ed debt when you count in water, town, schools, it is \$54 million of unfunded debt. It is not a matter of saying no, it is up to the people at Town Meeting to say no. Mr. Chorey added that their role is advisory. If they say no to everything at Town Meeting, they are still are on the books for close to a \$110 million in debt. He just wants to get the education out there to the public.

Mr. Ballantine asked if anyone else had a comment. He stated that they will close this topic and they have their job set out for them. They do have a strong advisory role and they do need to look at their expenses and debt going forward. They need to be careful they are looking at the priorities of what they are doing for the town, and they do have op-ed, stability, firehouse safety. The key though, is to put this down in a simple format to have a good public discussion. They will need a good buy in from the people in town that is their job.

Mr. Howell wanted to add one more thing about the enterprise fund for the wastewater part of this, in its first few years is estimated to be underwater. We had said we were going to take free cash and devote it to that so that we had operating capital and hardship capital and we are not funding either of those. So there is even more than what they are talking about.

Mr. Ballantine said he wants to be careful because Harwich is a great place to live. They are going through a transition, but they have extremely strong department heads and staff. They have things to work on, but they are not starting in a negative mode, they are starting in a positive way and trying to get better. Every organization can improve.

Mr. Ballantine asked for any further public comments, there were none, he then adjourned the public hearing.

NEW BUSINESS

A. Vote - Annual Entertainment License Renewals 2020 – as listed in the packet

Mr. Powers stated that these are the annual licenses that were in the packet last meeting, but were not on the agenda. They have been vetted by staff and he would ask that they approve as presented.

Mr. MacAskill said he had a question in going through the packet and he saw some listed as pending approval; which he is ok with. However, he wanted to know if they have been voted on. He said that some say inside, some say outside, and he wanted to know if they are opening it up so that they can do outside entertainment. He also asked if what they said last year was looked at. Mr. MacAskill said he is a little confused with the times because he thought that they voted with the Police Chief last year, to stop everything at 12 midnight, to get everyone out of the bars.

Mr. Ballantine said that was his question last week, they are not uniformed and he wanted to double check that. Are they different, because that is what they did last year? Or should they go back and double check?

Mr. Powers said that what staff did was to compare the licensees for renewal based on what was mailed out, who responded back, and compared it to what was approved last year.

Mr. Ballantine asked about the follow-up discussion they had several months ago, and if they should bring that back to the Board and make an overall statement on it.

Mr. McManus said, by his memory on it, that if they grant a license and they get a renewal, it is voted like this, if it is the same as the previous year. If they change any of the conditions they have to come back with a new application.

Mr. Ballantine asked what they want to do, if they want to make it more unified.

Mr. Howell added that one concern is that the Hot Stove Saloon shows weekday entertainment going from 9:30 pm - 12:30 in the afternoon the next day that would mean they could have entertainment all through the wee hours.

Mr. MacAskill said that those are the two very obvious ones. Though they can do the motion to change those. They can bring it back to discuss making it unified, but right now they are being asked to approve those and they can fix the typos.

Mr. Powers confirmed that the typo occurred in the application and staff carried it over. He added that he likes the direction this is going, and he would ask that the Board approve them and the staff could continue to work and vet.

Mr. MacAskill moved that they approve the Annual Entertainment License Renewals 2020, fixing the typos and pending approval from Fire Department and Board of Health. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

B. Discussion and possible vote for a request to fill potholes on Seth Whitefield and Round Cove Roads

Mr. Ballantine said that he asked Mr. Powers to contact legal on this because he thought there was a pending lawsuit.

Mr. Powell said yes, he had spoken to counsel and the response was that the Board needs to tread lightly on this, and have a general discussion because much of what is on the agenda relates back to pending litigation in Superior Court. So the board is allowed to talk about the concept of the request to fill

potholes, but not much beyond that and not make any commitments of the town to do anything.

Mr. MacAskill said that the request has been made to fill potholes, not to widen or pave the road. The road is now being used as a cut-through, because of the road work, and the road has deteriorated a lot. He knows there is pending litigation, but the request is to fill the potholes and he believes the road will be used a lot more as the construction moves closer. He would support the request to fill the potholes.

Mr. Howell said, to tie this into what these minutes state, if they have huge potholes, then it is not passable. They agreed to keep the road passable, not to upgrade or widen it; but they agreed to keep it passable. If they have developed to the point that it is not passable, then fixing it is within the guidelines that they had voted on last time.

Mr. Ballantine suggested that they just confirm that, and it seems to be a minor thing to fill the potholes.

Mr. Powers said that based on what counsel had advised, they may be better off having a discussion next week, in Executive Session, to discuss the status of the litigations.

Mr. Ballantine asked if anyone had a sense of the status of the litigation. What is the timeliness of it to happen.

Mr. Powers said that he received a correspondence, which will be shared with the Board tomorrow. It will give the Board a full update on the actions of the litigation, which generally speaking is still pending.

Mr. MacAskill would like to ask the Board and counsel what filling the potholes would have to do with the litigation. That does not spell out potholes. It is litigation between a resident and the Town of Harwich. It is a town road, not the resident's road, correct?

Mr. Powers said that he would not feel comfortable answering that based on what he has read about the Town's strategy to the litigation.

Mr. Ballantine said that they will need to walk away from it now, and bring it back in Executive Session, if they need to.

Mr. McManus said he is looking at the material in the packet, but he does not see in any documentation the recent request to fill the potholes.

Mr. Ballantine confirmed they will bring it back in Executive Session, next week.

OLD BUSINESS

A. Discussion, clarification and possible vote – David Harris, Planning Committee - remote participation

Mr. Ballantine said that they discussed this at the last meeting and he wanted to be sure that they understood that Mr. Harris would be gone for several months, not several weeks. He is still a very viable member, but looking for comment.

Mr. MacAskill said he gets the request to miss five meetings, but maybe they should relook at the policy. Mr. Harris is a new member, and an important member of the Planning Board, but they do have an alternate. How often will they make an exception? If the public comes in to get an approval and have to try and listen to someone that is remote, he thinks they need to tread lightly on approving these.

Mr. Howell said that generally he agrees with Mr. MacAskill. However, the Planning Board is governed by State law and the alternate on the Planning Board can only vote on special permit, nothing else, so their ability to actually function with an alternate is not possible.

Mr. MacAskill clarified that he is saying that the alternate should be made a full member. They have someone that wants to be a full member, that does not want to have the five weeks off, and he knows that Mr. Harris does this every year. Again, Mr. Harris is important and he does not want to diminish that.

Mr. McManus read from the packet that the Selectmen's vote is that it was for "5 meetings", not "5 months". He asked which is it. Mr. Ballantine said that he read it as 5 months. So, Mr. McManus concluded that it would be 10 meetings that Mr. Harris wants to remotely participate in.

Mr. MacAskill said the only other thing is that he would like to know that the Chairman and members of the Planning Board think, and also the Planner. It would be there decision.

Mr. Ballantine said that he would like to see two actions; one he would like feedback from the Planning Board, and two, he thinks it would be good for them to draft a policy, or a change in policy, for this going forward. However, if they do that, they cannot have half of the Board take off.

Mr. MacAskill said he thinks the policy is a good one and asked if they want to make an exception. Mr. Ballantine said they will follow up on this.

B. Discuss and possible vote for Town Administrator Search Committee Proposed Timeline

1. Timeline

Mr. Powers said that the first item they have is a proposed timeline for the 2020 Town Administrator Search. The timeline also identifies some key actions that the Board wants to be aware of and take. Those are also delineated on the agenda as well. He was able to obtain salary information late this afternoon that he forwarded to the Chairman. Also, he added that Ms. Patti Macura, Administrative Secretary, had provided information on the search firms and regarding the position description and job advertisement, he would defer to them on.

Mr. Ballantine said that he would underline and emphasize that all of these items are proposed or draft items. He said that he had not had a chance to review the salary information, and asked if Mr. Powers could forward the information to the whole board.

Mr. Howell said that there is zero percent possibility of this having an impact for this Town Meeting; so he is not worried about adhering to the timeline. It is not imperative.

Mr. McManus said in his mind it seems incredibly rushed. The process of picking a search firm and knowing what type of person they are trying to look for. He also added the other thing is the need for doing a site visit for people they may be considering.

Mr. MacAskill said that he is comfortable, but does think that they need more time. He hopes that they do their due diligence with site visits etc.

Mr. Ballantine said he was trying to be quite aggressive, but their points are well taken. He will work with Mr. Powers and make some corrections and changes

2. Discussion and possible vote on search committee composition

Mr. Ballantine explained about putting together the five member search committee. He said that to get started would be for each member to nominate someone for the committee. He added that Mr. Ford had provided him his nomination since he was absent. Mr. Ballantine asked if the process sounded ok.

Mr. Howell said that Mr. Ballantine had alluded to the fact that someone's recommendation might not be well received by the board and the charter calls for a 4/5th vote to actually hire a Town Administrator. He would suggest to have that safety valve if they have that same 4/5th rejection vote, that would make sense. He also thinks it is important that they have 4/5th or more to hire someone that everyone feels comfortable and that they have some voice at the table. Mr. Ballantine said that was agreeable to him.

Mr. MacAskill added that this has to be a very public process and they need to know what the public wants for a Town Administrator. He said that he looked at 25 towns today, that recently went out for Town Administrator searches and he is not that interested in hiring a search firm to give three people to look at, without public input. Mr. MacAskill added that Brewster just went through the process and they included public input, and Department Head input, as well.

Mr. Ballantine agreed that they had promised everyone that the process will be completely transparent.

Mr. McManus asked about the process and wanted to know what part of the process that the public and Department Heads participate in.

Mr. MacAskill confirmed that they were involved in the process about what type of Town Administrator they were looking for, as the town, not part of the interview. Mr. MacAskill added that a second part to this, is they could have a citizen's form for people to come in and fill out that are interested. He is fine with either one, if the public is very involved.

Mr. Ballantine would like to go ahead with nominating someone at this time. He said that he will get the ball rolling with Mr. Ford's nomination, which is Julie Kavanagh. Mr. Ballantine added his nomination of Linda Cebula. Mr. Howell said that his nomination is Chief Norm Clarke. Mr. McManus said that his nomination is Mr. Dan Wolfe and Mr. MacAskill nominated Mr. Michael Hurley.

Mr. MacAskill did note that they have all selected known people, who are past selectmen or past employees, who have been involved in the town and not a lot of new faces. He is not sure if the other way would be better to have people fill out an application, to get different people.

Mr. Ballantine said that at this point they need to move ahead from where they are, but he appreciates the comment from Mr. MacAskill. He said that their charge now, is to be sure to have open discussions going forward.

Mr. Howell said that he will repeat this, as the process goes on here. In his role in the Federal Government, he hired people that were trainees for things; as opposed to hiring on the basis of experience. Given his experience now, he would personally feel that it is much more important to get an outstanding individual that is truthful, motivated, who wants to find out things and be collaborative, with an average or above average skill. Those things can be filled in, as opposed to someone who can take a test and get a 99 on it, but is a mediocre leader. Leadership should be on the top of everybody's criteria.

3. Information on Salaries

Mr. Powers said that he would like to ask the Board some follow up questions on the information on salaries. The email that the Chairman has, he can send to the Board tomorrow. He wanted to explain that the resource he was able to tap into today, is both good and bad. It is the

Mass Municipal Association (MMA), which they are a member and in his role he has access to their HR portal. The portal has a number of salary surveys which he was able to access this afternoon, but it was not as robust as he would have thought it would be. He did an initial query for the Board, for any town that responded to the MMA survey, which had a position of Town Administrator and only 33 responses came back. The second survey he ran was for communities that were of similar size and that yielded five communities. Neither contains any Cape Cod towns. There is some baseline information with a range for salary, but it does not touch back to Cape Cod and to his knowledge there is no available database that covers of municipalities.

Mr. Ballantine said that he would like to know Cape Town's. He would like to get from each town a position descriptions and salary, plus benefits, because sometimes the surveys are reported in different ways.

Mr. Powers said that Chatham did a survey about a year ago, which could be a good resource, and they could take a look to see how dated it is. Mr. Ballantine said that would be good to be able to compare.

Mr. MacAskill added that Mr. Ford had put together some numbers too, and he hopes that they can come up with a range in salary so they are not disqualifying people.

4. Information on Search Firms

Mr. MacAskill asked if they had three firms lined up to present on January 13th.

Mr. Powers said that the three firms are committed to present, if that is what the Board wants. Mr. Ballantine said that there is one reason that they would not have that happen, which is because one additional firm was not available. Mr. Powers said that the firm was not interested.

Mr. MacAskill asked if they will move forward next week, so the public knows. Mr. Powers said, from a procurement stand point, that they would be looking for the Board to ask general questions , not relative to price and things like that. The presentation would be meant to be more of a meet and greet, and to get an understanding of styles and how they approach searches.

5. Draft position description and job advertisement

Mr. Ballantine said that he gave them a draft position description, and he received some comments asking him to identify more on the leadership part and the financial leadership. In response to that, he has another draft, which he will email to everyone. He added that the purpose of this is not to give the description of the new hire, but it was for them to have a discussion of what they think is the most important going forward. So that they will have the same talking points. Mr. Ballantine also said that he put together a draft job advertisement, which he basically plagiarized from Brewster. He did add modifications to broaden it for the search committee to open up to possibly hiring somebody that might have a wealth of experience and leadership skills, but might need training with government aspects. They do not want to close the door and that is why he did the draft.

Mr. MacAskill wanted to ask if they could come to some sort of agreement, that when they hire a search firm, that they are looking at all the applications. The committee they just put together, should review all the applications. He said that other towns have hired search firms that bring forward three names, and report back saying that there are very few candidates. They have also done this in Harwich, where they have thrown away applications for very good people because the applicant did not meet one criteria. He said that they should have a pile "B" that they can look back on, if needed. They should not have the notion that they are hiring a company to vet it all for them. In a lot of cases, if you go back and look, they bring forward the same names, for the same jobs, in different towns.

Mr. Ballantine said that is easy, they can request the search firm to bring them three names, but include all the applicants.

Mr. McManus asked if the draft documents were in the packet. Mr. Ballantine said that he emailed them the documents, but they were missed in the packet. They are all drafts, and he is looking for feedback

Mr. Howell said that he would like to back-up to what Mr. MacAskill had said, and thinks that one of the biggest mistakes the firms make, because of the process they follow, is they miss the point.

He does not care about them writing a dandy memo, or a terrific resume. The reality is, if they get pushed to the side initially, you are never going to see anybody, or their ability to be a galvanizing force, or to demonstrate if they have leadership skills. That would not come out until you actually talk to them. He agrees with Mr. MacAskill, there have been a number of people that were not able to show up in the room because the paper they submitted may not have looked as good as another person. That misses the point of what this job is going to do.

Mr. Ballantine said that they have given him good notes to go back and draft another document. He will try to define some items that the search committee should check and take care of.

Ms. Elaine Shovlin, said that she wanted to reinforce what Mr. MacAskill mentioned before. She had served on search committees for major universities, for high level positions. Their process was to invite alumni representatives, invite staff, and to invite anyone who would have any part in the game. They cannot please all the people, all the time, but at least no one can come back and say that they were not asked for their opinion. Ms. Shovlin agreed with Mr. MacAskill, that this is one of the first things that should be done.

Mr. Gary Conroy, Harwich resident, Bay Road, said that he has been listening to this, and has worked his whole life in the private sector, so he does not know how town government works. However, one of his observations of the town, is that they should be looking and thinking of the Town Administrator as a CEO of the town. They are the Board of Directors, and they have all the Department Heads running their piece of the pie. He thinks that the CEO of the town needs to be visible, have those leadership qualities, but also very hands-on. They should know how the person will elevate the town government from a standards and execution standpoint. Mr. Conroy said that he was just in Centerville and Cotuit, and the public spaces there seem a lot more important to them; then it does in Harwich. He thinks the CEO has to have a vision of where he or she wants the town to go, and lead the team to get there.

Mr. Ballantine said just to follow up on that with Mr. Conroy, the goals and objectives did not make it in the packet tonight, but it will be included, so that he can provide more input.

Mr. MacAskill said that he wanted to expand on the last two people that spoke. He thinks that it is important that everyone in town knows, that they are elected officials, they are elected by the people. The public's comments are extremely important. Every member of the Board has an email address and they can be reached with any input or questions. He encourages everyone in town to get involved in this process.

TOWN ADMINISTRATOR'S REPORTS

A. Budget/Warrant Timeline FY 2021

Mr. Powers said that the only thing he has to bring up is following tonight's hearing on the Capital Outlay Plan, the next major deliverable on the timeline relates to procurement to get accurate bid pricing. The internal deadline for that is Friday, January 24th. He will be reminding the Department Heads of that later this month. The Finance Director and he will be picking up where they left off last year to get back into the budget in anticipation of the February 3rd deliverable.

Mr. Howell said he does not want this to get lost in anything. This is where the wheels have fallen off the cart in the past, and he wants to make sure they have a timeline deadline for things that are going to be capital items. They need to have a solid number sitting in front of Town Meeting, as opposed to the speculation of what things might cost, if they were thinking about it. This would go a long way in trying to restore credibility.

SELECTMEN'S REPORT

Mr. MacAskill asked for an update on what he referred to as the pet cemetery. He asked if they can get an update, because people overwhelmingly want to do something with that land. He was asked three times this week what someone has to do to put something back on the table for it. They can get an update from Open Space, and then the Board should have a discussion. Also, he asked for an update on Bank Street Firehouse, and water collaborative financial planning. He said that they should have a conversation, for two quarters of the rental tax should be available. The Board should have a conversation on that too. Those are important and he would like an update or an agenda item on them.

Mr. Howell said that the Wastewater Management Board has already made one decision on this, which is the criteria for dispersing the money, which is going to really be contingent on how mature their plan is. A comprehensive wastewater management plan will count more than just an idea of a project.

Ms. Elaine Shovlin, Chair, Real Estate and Open Space (REOS) Committee, said that on their agenda for their next meeting on January 17, 2020, Mr. Dan Pelletier, Superintendent, Water Department, is attending to discuss the former Pet Cemetery property, as they are interested in maybe using that property. They will have that discussion with him and make their recommendation back to the Board of Selectmen.

Mr. MacAskill asked when and where the meeting will be held. Ms. Shovlin confirmed that it will be in the small conference room at 8:30am on January 17th.

Mr. MacAskill asked if the agenda item also covers someone else coming that might have an idea for the space, or is it just the Water Department. Ms. Shovlin said she has not posted the agenda yet, so she could amend it. If others are interested they should contact the Real Estate and Open Space Committee.

ADJOURNMENT

Mr. MacAskill moved that they adjourn at 8:09 pm. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

Respectfully submitted,

Lisa Schwab
Board Secretary

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

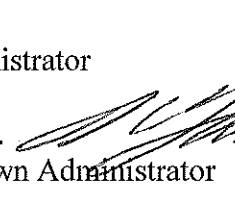


Robert C. Lawton, Jr.
Interim Assistant Town Administrator

732 MAIN STREET, HARWICH
02645

MEMO

TO: Joseph Powers
Interim Town Administrator

FROM: Robert C. Lawton, Jr. 
Interim Assistant Town Administrator

CC: Roman Greer

RE: License Agreement – Golf teaching pro

DATE: January 13, 2021

Mr. Robert Miller, of Miller Golf, wishes to renew his non-exclusive license with the Town to provide golf teaching services. Mr. Greer has reviewed the License agreement and has updated it to include 10 hours of instruction and a clause which recognizes the potential for suspending Mr. Miller's services if Covid 19 rules require closing or suspending golf course operations.

I have reviewed the License document with Mr. Greer and with Town Counsel. The form is the same as the previous document and is an approved form. I would recommend that the Board of Selectmen execute the License document.

RCL

LICENSE AGREEMENT PROPOSAL

This License Agreement (this "License") is executed this 11th day of January, 2021 by and between the Town of Harwich, acting by and through its Board of Selectmen (hereinafter referred to as the "Town") and Bob Miller, Miller Golf having an address of 6 Derby Lane, Harwich, MA (the "Licensee").

Whereas, the Town owns certain land known as the Cranberry Valley Golf Course, as shown on the plans titled "Plan of Land in Harwich Proposed for Conservation & Recreation Area" prepared by Town of Harwich Engineering Department, Scale 1" = 200', dated December 1971 and plan titled "Land Taking by the Town of Harwich" Prepared by the Town of Harwich Engineering Department, Scale 1" = 40', dated June 11, 1975.

Whereas, the Licensee is golf professional who desires access to the Driving Range and Golf Course Short Game Practice Facility to operate thereon a program of golf instruction open to the public on a fee basis; (the "Program").

Whereas, the Town is willing to grant the Licensee non-exclusive access to the Golf Course Short Game Practice Facility and Driving Range to conduct such golf instruction as a **Licensee**;

Now, therefore, the Town hereby grants such entry and license to use the Golf Course Short Game Practice Facility and Driving Range to the Licensee, subject to the following terms and conditions:

I. USE, PURPOSE, CONDITION OF PREMISES, TERM

Entry and use of the Golf Course are limited as herein defined.

Entry and use are specifically, but not exclusively, granted to the Licensee to utilize the facilities of the Golf Course, including but not limited to the Short Game Practice Facility and Driving Range, subject to a schedule to be approved in writing in advance by the Director of Golf, normally 10 (ten) hours per week subject to adjustment with the approval of the Director of Golf. The areas granted include the identification of the areas or facilities available to the Licensee and the times at which such areas or facilities are available. Licensee's use of the Golf Course and its facilities shall be limited to the days and hours on which the Golf Course is open to the general public.

Minimum Expectations:

Offer a minimum of 10 (Ten) hours of individual golf instruction per week in the months of June - September

Offer weekly group clinics (June-September) for different segments such as Master Class Clinic, Woman's Clinic, Junior Clinics (during summer school vacation)

Promote program offerings on Licensee website and provide a link to Cranberry Valley website.

Provide adequate signage with contact information at Cranberry Valley to engage customers.

In the event of extreme weather conditions, Covid 19 related conditions, suspension of course usage due to federal, state, or local mandates, or other acts of God whereas Miller Golf cannot conduct the business of golf instruction an adjustment in the license payment would be negotiated with the Director of

The Licensee is hereby authorized to use the name of the Golf Club in advertisement of his / her services and fees, and such advertisement shall state that instruction is provided by Licensee as an independent golf professional under a license arrangement with the Town. All advertising that includes the Cranberry Valley Golf Course name shall be approved by the Town in advance of publication.

The Licensee shall have control over his / her instructional services during the times and days designated by the Director of Golf. The Licensee shall have control over the Licensee's fee schedule for such instruction. The Town shall provide the Licensee with an adequate supply of range golf balls free of charge. Students of the Licensee shall be provided with range golf balls free of charge during warm-ups and lessons.

Licensee shall retain 100% of the revenues derived from fees for instruction he/she provides at the Golf Course. Any and all golf equipment sales to students of the Licensee shall be transacted through the Cranberry Valley Golf Course Pro Shop, and all revenues from such sales shall be the property of the Town.

Licensee shall be responsible for storage of his/her own equipment off the Cranberry Valley Golf Course premises.

Licensee acknowledges and agrees that it accepts the Golf Course in "as is" condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Golf Course or any of its facilities for the purposes intended by the Licensee.

Such entry and use by the Licensee shall be exercised from the date of the execution of this License and shall continue until terminated in accordance with the provisions of Section V below. The provisions of Section IV shall further limit such entry and use.

II. CONSIDERATION

The term of the license is 3 years with the option of one (1) two year extension commencing on May 1st, 2024 and expiring on October 31st, 2025. The Town shall have the option, to be exercised at the Town's sole discretion to extend the license for an additional 2 year period. The consideration for this License shall be for the period May 1st through October 31st of the calendar year for a total annual fee as follows:

	Annual Payment
1 st year (2021)	<u>\$ 5,000.00</u>
2 nd Year (2022)	<u>\$ 5,250.00</u>
3 rd Year (2023)	<u>\$ 5,512.50</u>
4 th Year (renewal option) (2024)	<u>\$ 5,788.13</u>

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Golf License 2021.docx

5 th Year (renewal option) (2025)	\$ 6,077.53
TOTAL	\$ 27,628.16

Payment shall be paid to the Town in equal installments beginning no later than May 1st and then subsequently due by the first of each month thereafter through October 1st. Licensee acknowledges that said License Fee shall be due and payable regardless of the revenues Licensee derives from the exercise of his/her rights under this License. Consideration shall also include the payment of all costs and expenses associated with the exercise of the rights

observation and performance by the Licensee of all the obligations and covenants set forth within this License to the reasonable satisfaction of the Town.

III. INDEMNIFICATION AND INSURANCE

The Licensee agrees to indemnify, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of the Licensee to comply with any covenant required to be performed or complied with by Licensee under this License, or (b) for the death, injury or property damage suffered by any person sustained or occurring on the Golf Course on account of or based upon the act, omission, fault, negligence or misconduct of the Licensee, or (c) for the death, injury or property damage suffered by any person sustained or occurring on land outside the Golf Course and related to the activities of the Licensee upon said Golf Course, or (d) for actions in trespass against the Town and/ or Licensee brought by a property owner abutting the Golf Course or any other person having any right, title or interest in the Golf Course locus.

The Licensee shall maintain general liability insurance, including coverage for bodily injury, wrongful death and property damage, all in amounts reasonably acceptable to the Town and in an amount sufficient to support the obligations of the Licensee under the terms of this License and as stated in Exhibit A. The Licensee will provide the Town with certificates of insurance, naming the Town as an additional insured, and evidencing that the Licensee's insurance is in force and that such insurance shall not be canceled or materially changed without giving the Town at least sixty (60) days written notice. Licensee shall maintain such insurance continually throughout the duration of this License and shall provide the Town with evidence of renewal of such coverage at least thirty days prior to the expiration of any current coverage.

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Golf License 2021.docx

IV. CONDUCT

During the exercise of the rights hereby granted, the Licensee shall at all times conduct himself | herself so as not to unreasonably interfere with the Town's use of the Golf Course, or the use of the Golf Course and its facilities by other patrons of the Cranberry Valley Golf Course, and shall observe and obey directives of the Town and its duly designated representatives, as well as all other applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. The Licensee shall notify the Town orally and in writing to the Town Administrator and the Director of Golf of the Cranberry Valley Golf Course prior to entering the Golf Course to commence activities under this License and shall coordinate his/her use of the facilities on a daily basis with the Director of Golf of the Cranberry Valley Golf Course. Nothing in this Agreement shall be construed as requiring the Town to maintain the premises of Golf Course or any of its facilities in any manner or to supply or pay for any utilities other than as expressly provided herein. The hours of operation under this License are limited to those days and hours during which the Cranberry Valley Golf Course is open to the public for operations.

V. TERMINATION AND MODIFICATION

This License shall be revocable by either party upon written notice of revocation at least sixty (60) days prior to the termination date stated within said notice, except that the License shall be revocable by either party for violation of the terms of this License upon notice of revocation at least seven (7) days prior to the termination date stated within said notice for violation of the terms of this License. The Town may revoke this License upon such prior oral or written

Town discontinues the use of the licensed property as a municipal golf course, or if the licensed use is determined to be in violation of any restriction on the use of the property.

In the event that this License is terminated by revocation of either party pursuant to this section, then the Licensee, at its own expense, shall remove all its facilities, apparatus, equipment and property from the Golf Course. This obligation shall survive the termination of this License.

VI. MODIFICATIONS and AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

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Golf License 2021.docx

VII. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Licensee:

Town: Harwich Town Hall, 732 Main Street, Harwich, MA 02645,
Attn: Town Administrator

These addresses are subject to change, and the parties hereto agree to inform each other of such change as soon as practicable.

VIII. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the Licensee any estate in the Golf Course, but only the limited right of use as hereinabove stated.

IX. EDITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto are duly incorporated within this agreement.

X. SURVIVAL of TERMS and PROVISIONS

All appropriate terms and provisions relating to the restoration of the Golf Course shall survive the termination of this License.

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Golf License 2021.docx

IN WITNESS THEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

FOR THE LICENSEE: Miller Golf Cape Cod

Signature *Robert V. Miller, PGA*

Robert Miller, PGA

Print Name *Robert V. MILLER, PGA*

Date: *1/12/21*

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January 9, 2021

Mr. Larry Ballantine
Chair of the Board of Selectmen
Harwich Town Hall
732 Main St.
Harwich, MA 02645

Dear Mr. Ballantine,

We would like to request to close from February 1st to February 28th, 2021 for cleaning and upkeep. While we are very excited to be open year-round, we have many projects that we won't be able to accomplish while the restaurant is open.

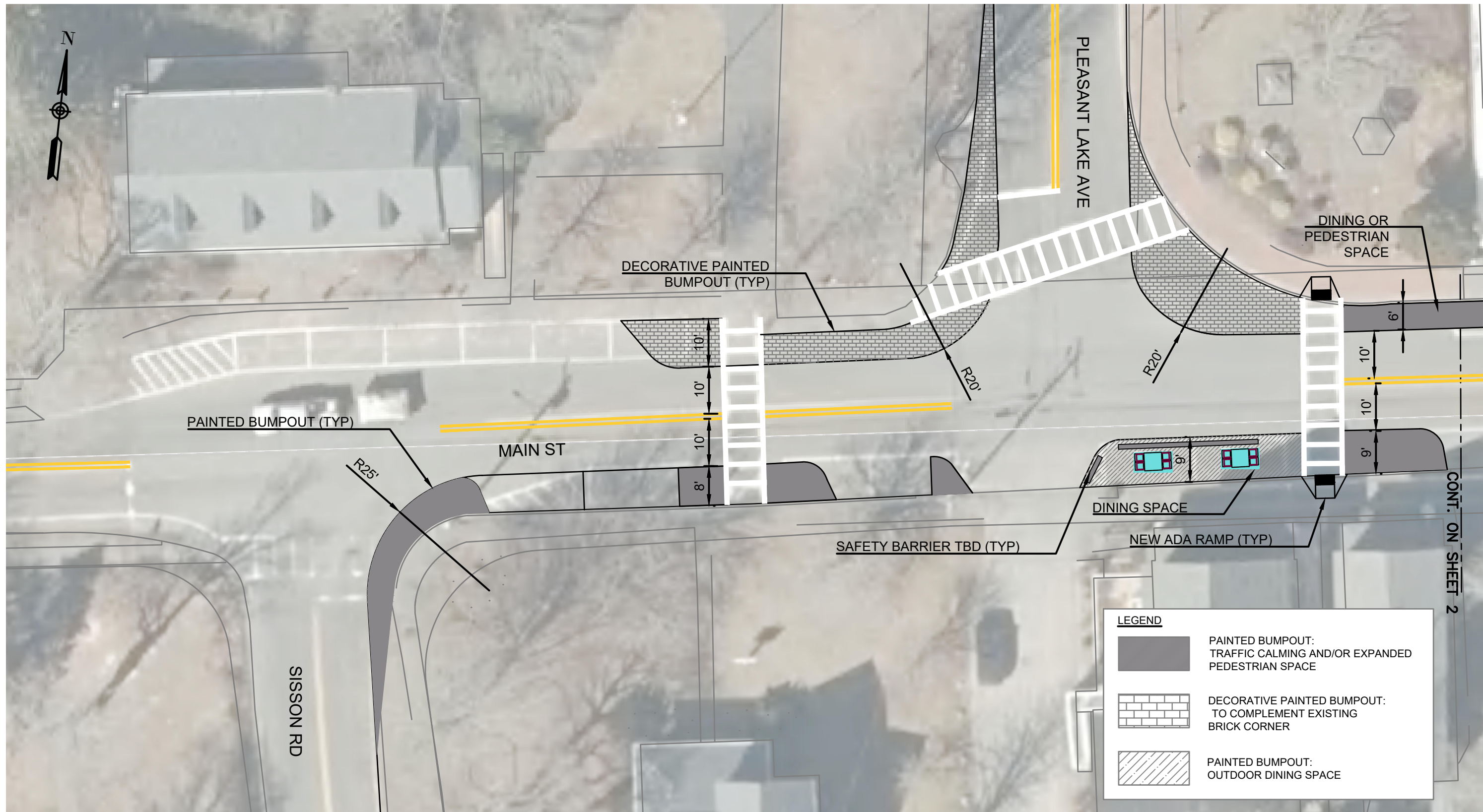
Thank you in advance for your consideration.

Jennifer & Doug Ramler
Cape Sea Grille
31 Sea St.
Harwich Port, MA 02646

508-432-4745
31 Sea Street, Harwich Port, MA 02646
www.cape-seagrille.com
Chef Douglas Ramler and Jennifer Ramler, Manager

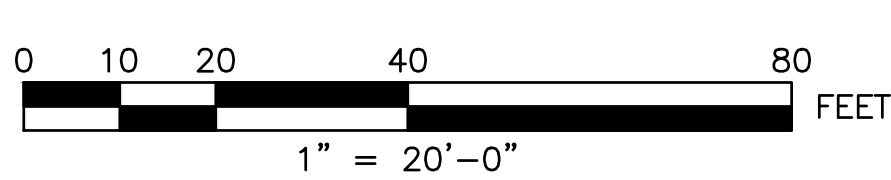
OLD BUSINESS

Existing parking total 25 spaces
Proposed parking total 20 spaces



CONT. ON SHEET 2

LEGEND	
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	DECORATIVE PAINTED BUMPOUT: TO COMPLEMENT EXISTING BRICK CORNER
	PAINTED BUMPOUT: OUTDOOR DINING SPACE

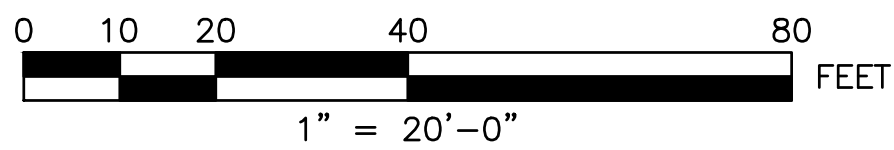
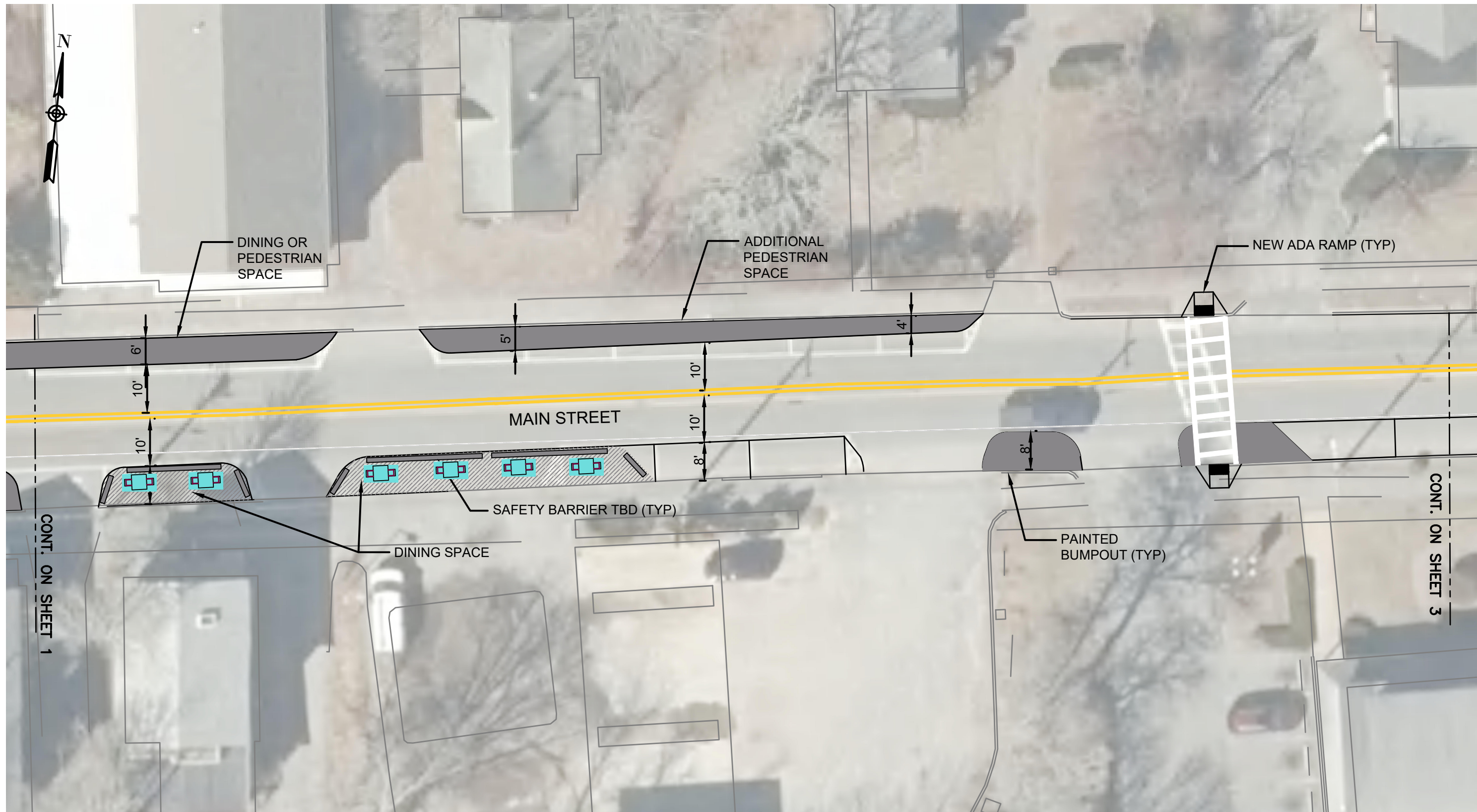


**MASSDOT'S WINTER SHARED STREETS
& SPACES GRANT PROGRAM
HARWICH**

ALTERNATE 1 DATE 1/15/2021 SHEET 1 OF 5

Existing parking this sheet 12 spaces
Proposed parking this sheet 8 spaces



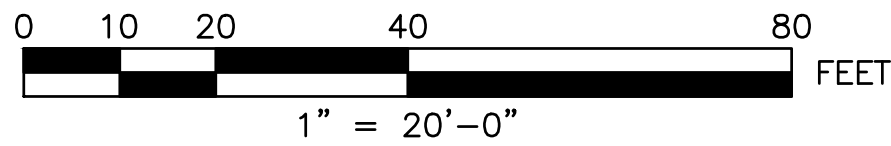
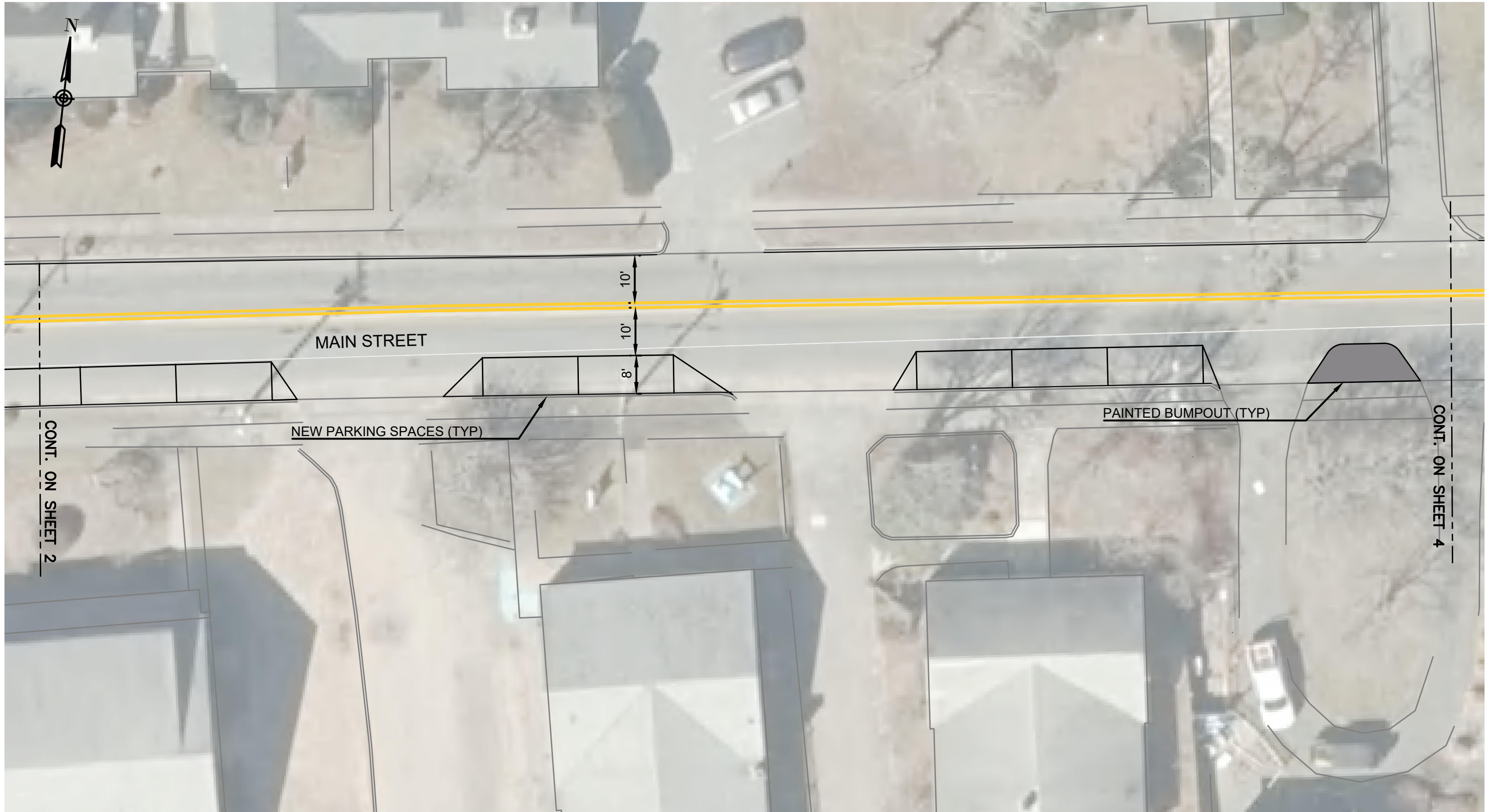


**MASSDOT'S WINTER SHARED STREETS
& SPACES GRANT PROGRAM
HARWICH**

ALTERNATE 1 DATE 1/15/2021 SHEET 2 OF 5

Existing parking this sheet 12 spaces
Proposed parking this sheet 3 spaces



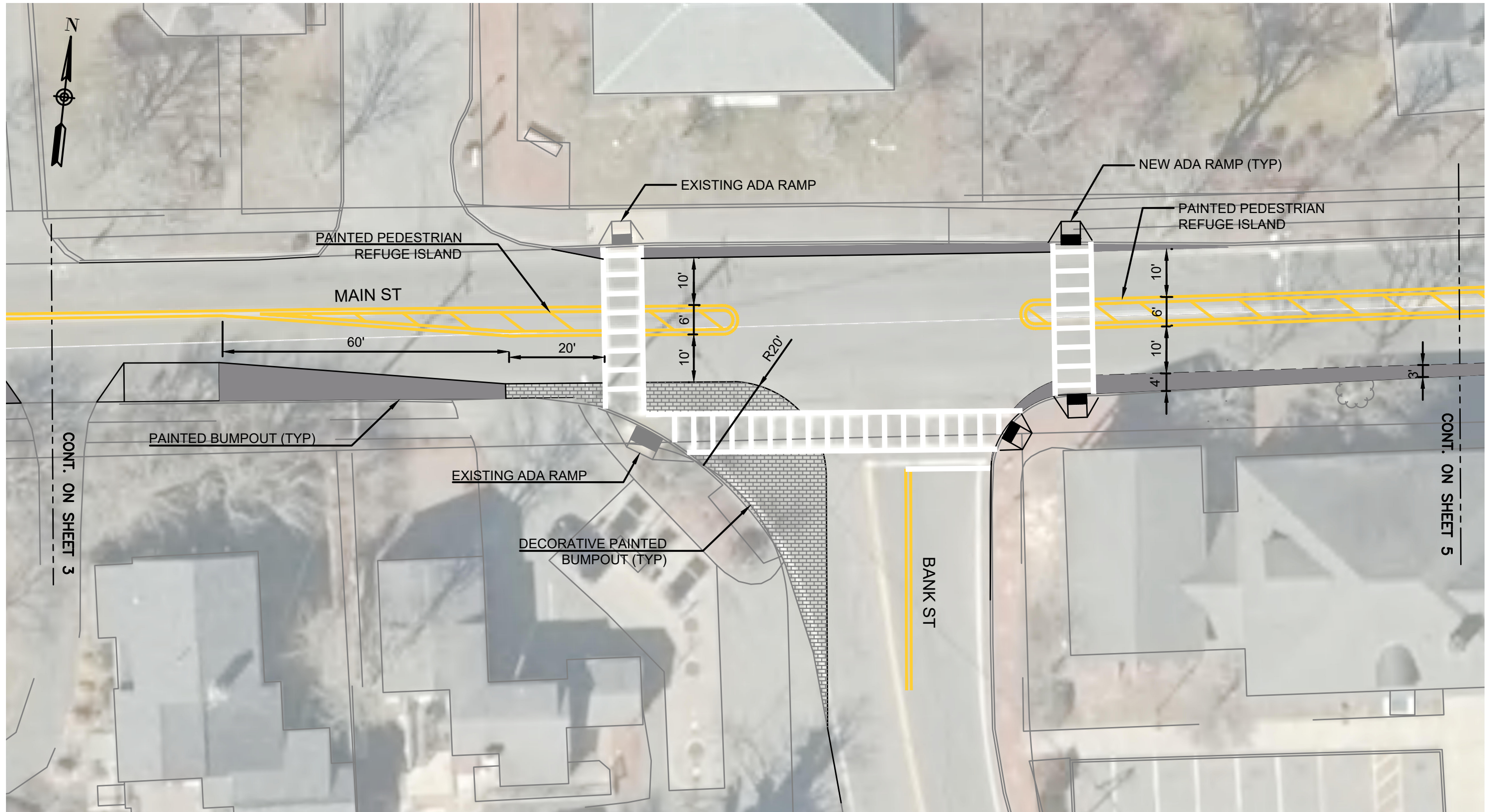


**MASSDOT'S WINTER SHARED STREETS
& SPACES GRANT PROGRAM
HARWICH**

ALTERNATE 1 DATE 1/15/2021 SHEET 3 OF 5

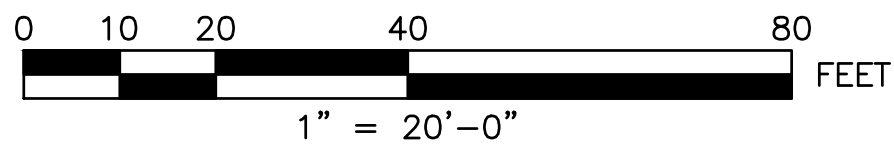
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Proposed parking this sheet 8 spaces





CONT. ON SHEET 3

CONT. ON SHEET 5

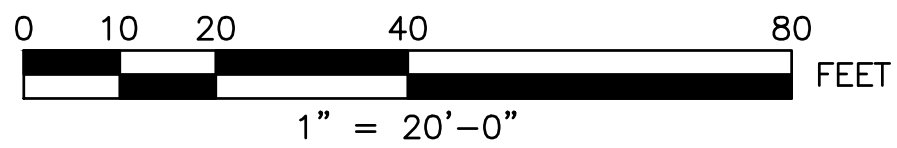
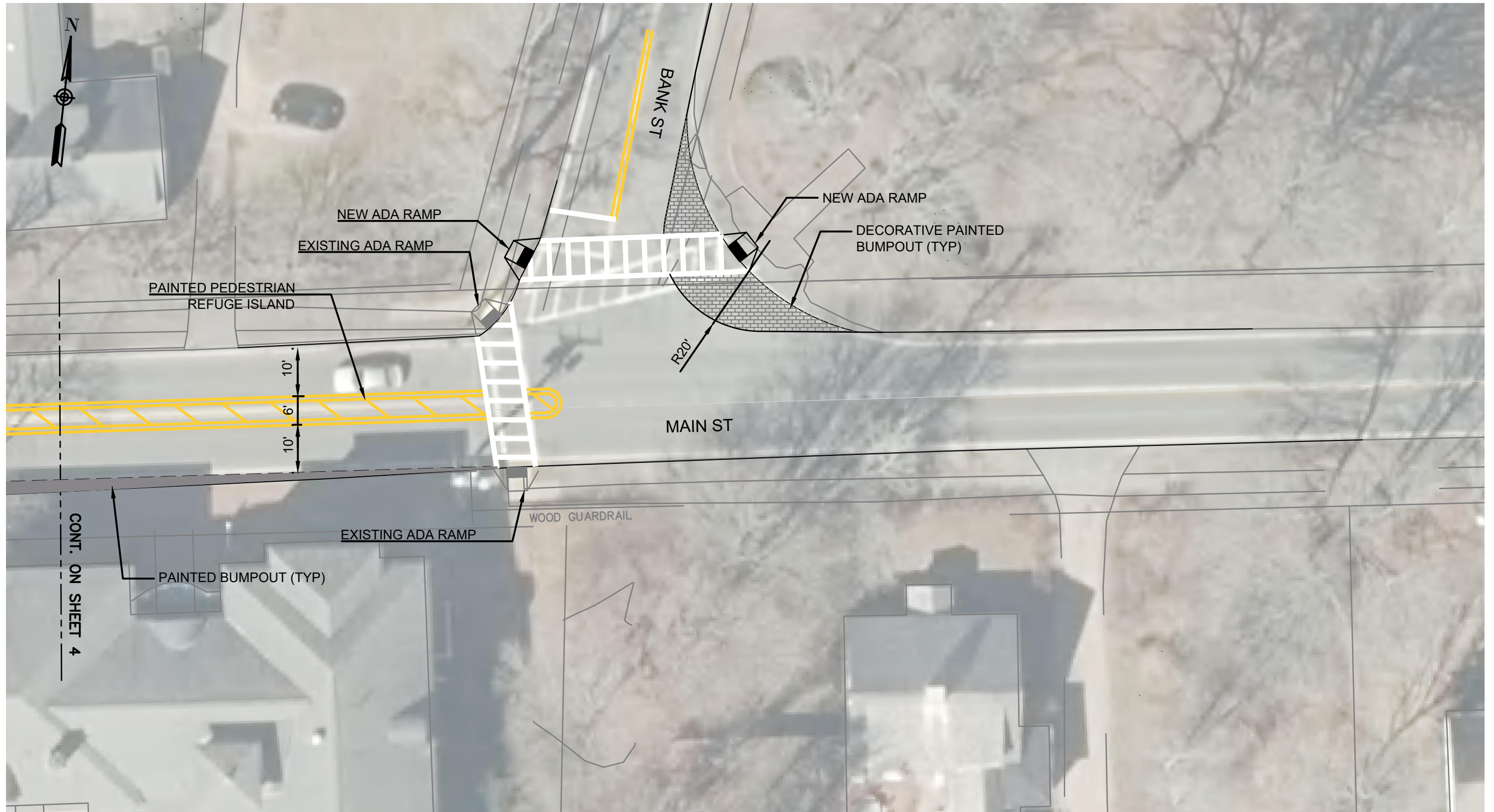


**MASSDOT'S WINTER SHARED STREETS
& SPACES GRANT PROGRAM
HARWICH**

ALTERNATE 1 DATE 1/15/2021 SHEET 4 OF 5

Existing parking this sheet 0 spaces
Proposed parking this sheet 1 space

**TOOLE
DESIGN**

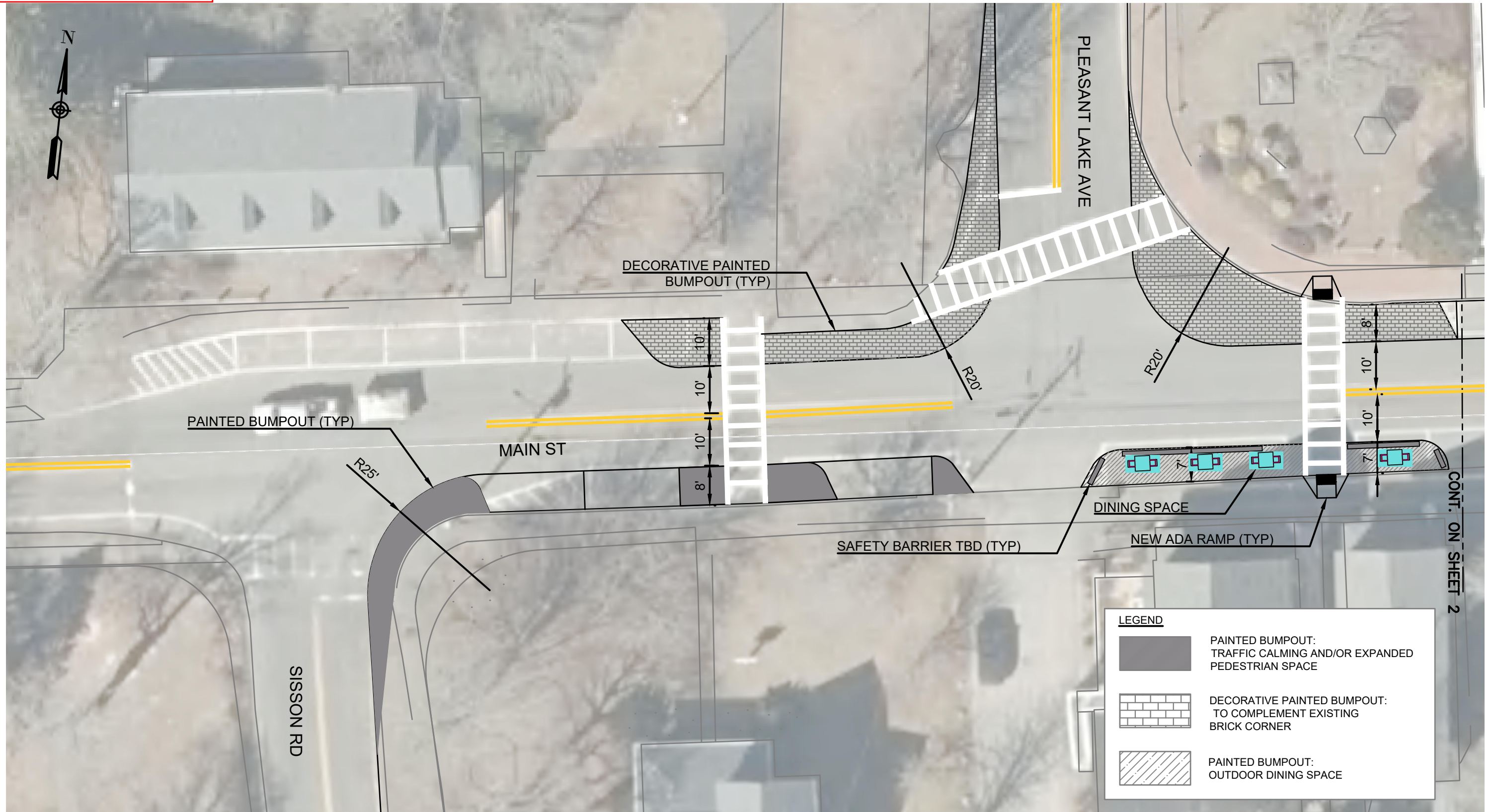


**MASSDOT'S WINTER SHARED STREETS
 & SPACES GRANT PROGRAM
 HARWICH**

ALTERNATE 1 DATE 1/15/2021 SHEET 5 OF 5

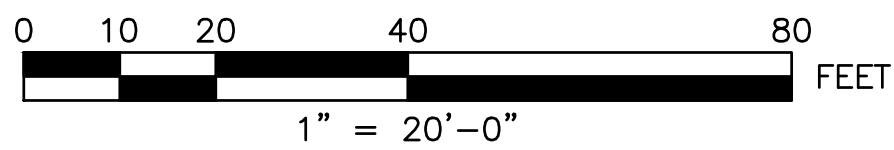
TOOLE
DESIGN

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Proposed parking total 25 spaces



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LEGEND	
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	DECORATIVE PAINTED BUMPOUT: TO COMPLEMENT EXISTING BRICK CORNER
	PAINTED BUMPOUT: OUTDOOR DINING SPACE

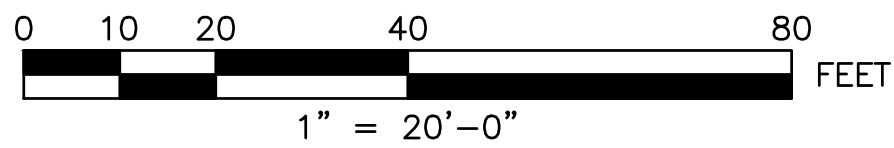
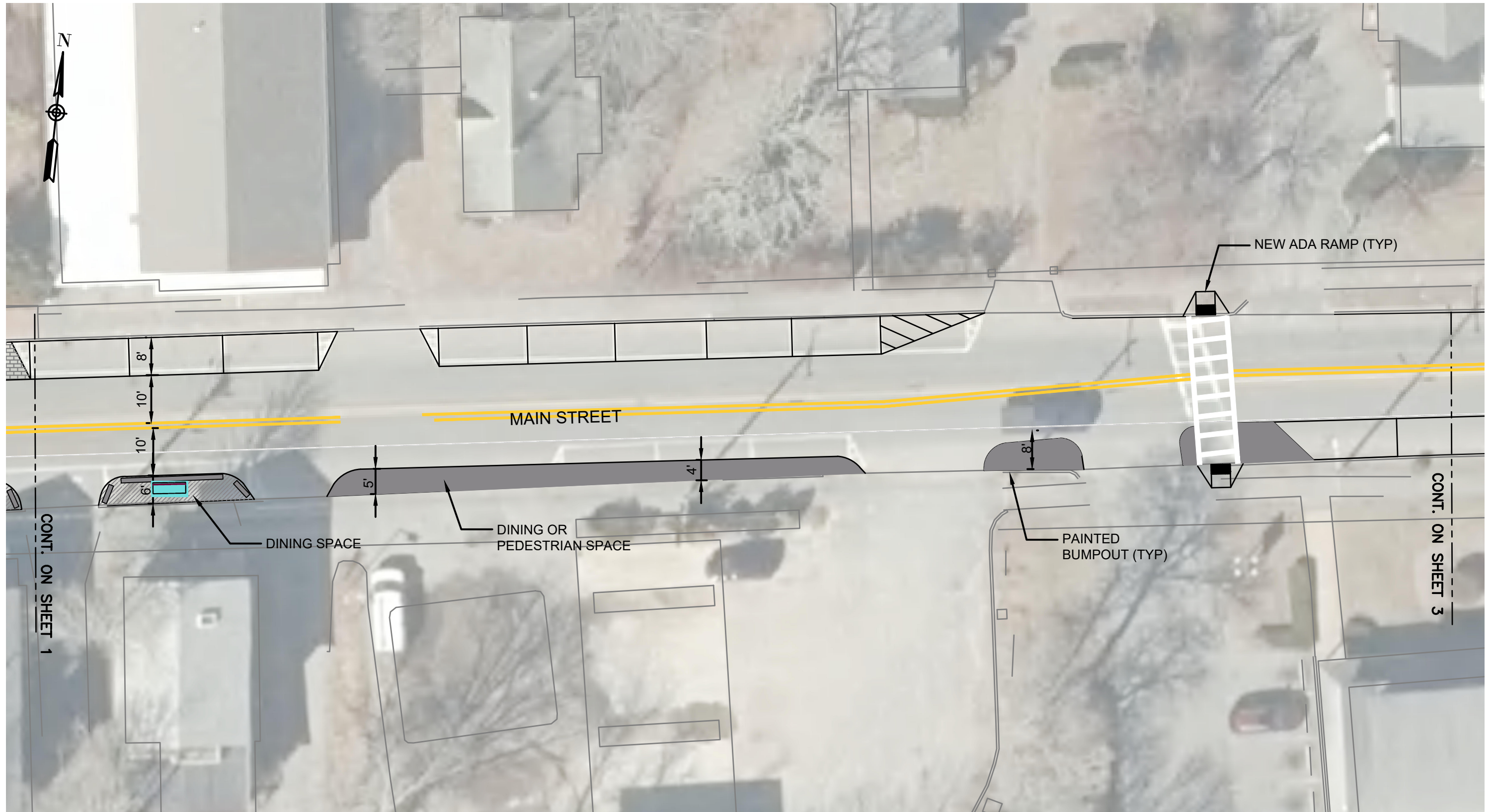


**MASSDOT'S WINTER SHARED STREETS
& SPACES GRANT PROGRAM
HARWICH**

ALTERNATE 2 DATE 1/11/2021 SHEET 1 OF 4

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Proposed parking this sheet 8 spaces



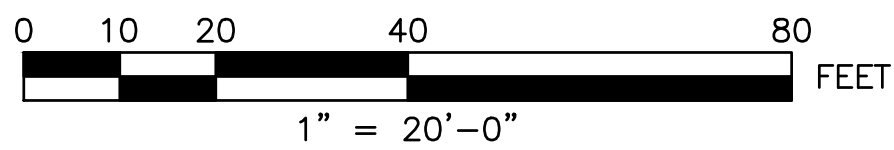
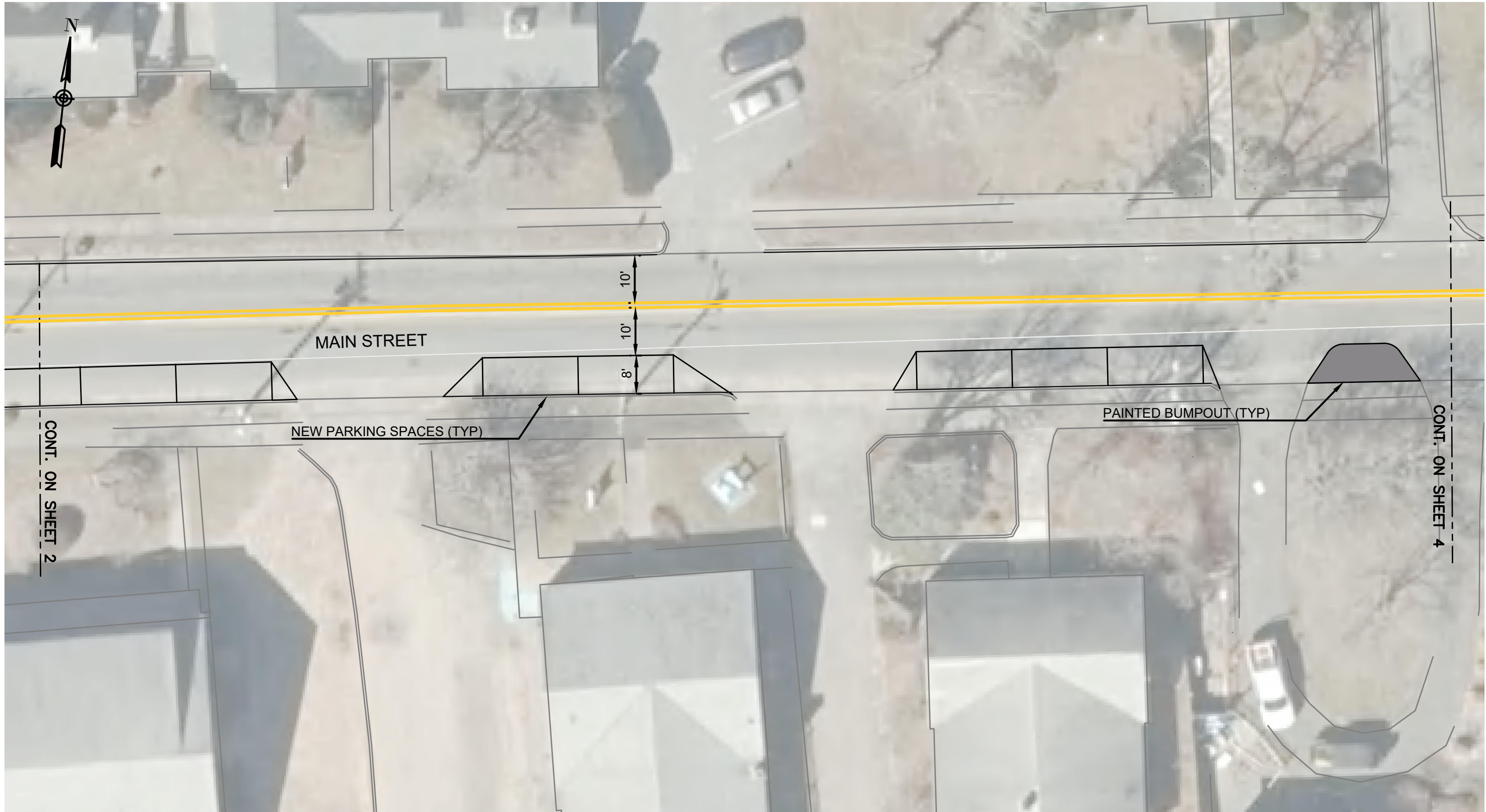


**MASSDOT'S WINTER SHARED STREETS
& SPACES GRANT PROGRAM
HARWICH**

ALTERNATE 2 DATE 1/11/2021 SHEET 2 OF 4

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Proposed parking this sheet 9 spaces



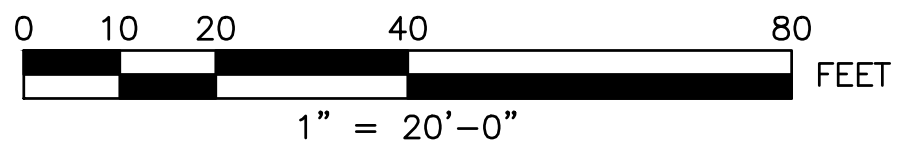
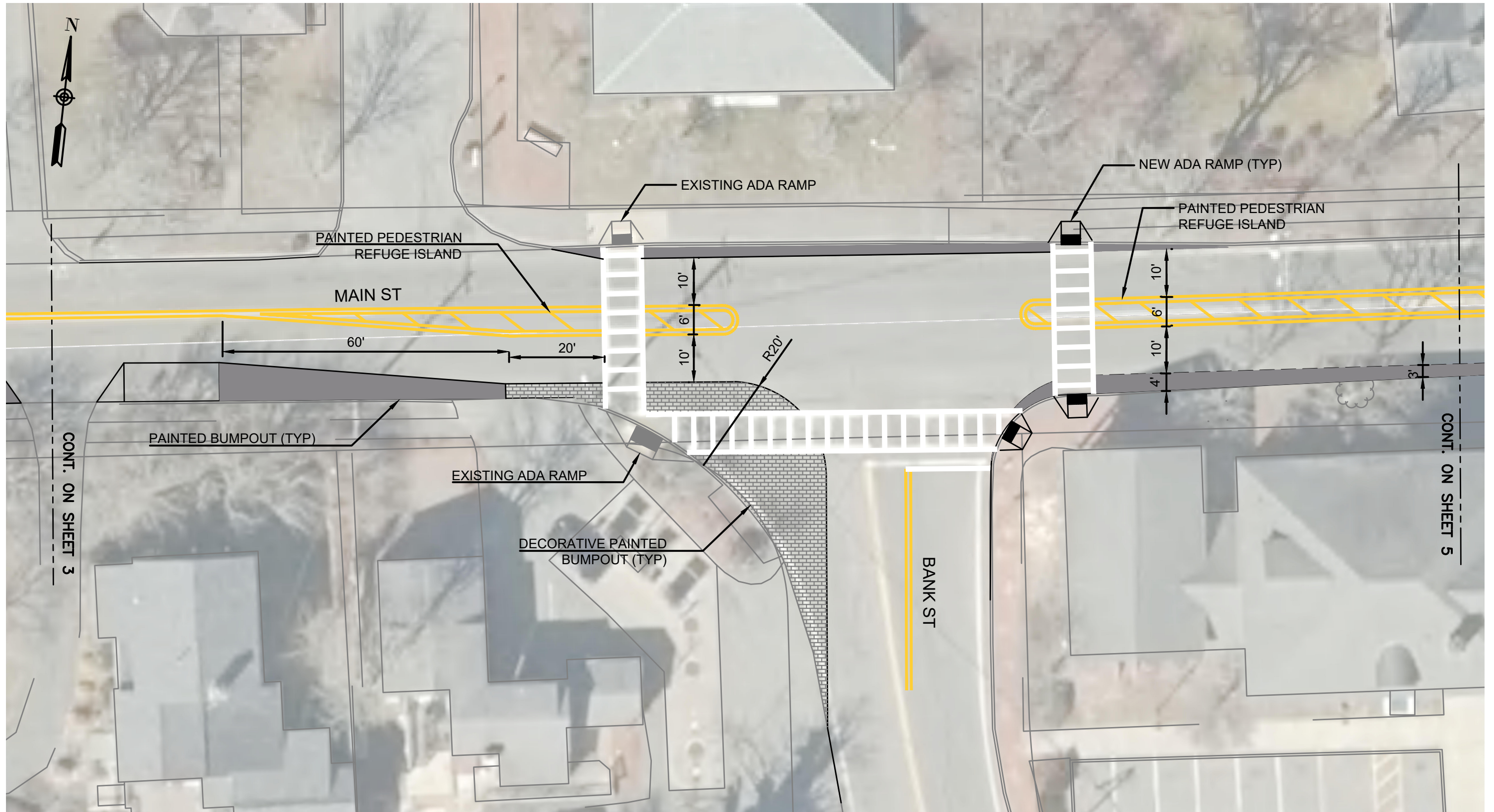


**MASSDOT'S WINTER SHARED STREETS
& SPACES GRANT PROGRAM
HARWICH**

ALTERNATE 2 DATE 1/15/2021 SHEET 3 OF 5

Existing parking this sheet 0 spaces
Proposed parking this sheet 8 spaces



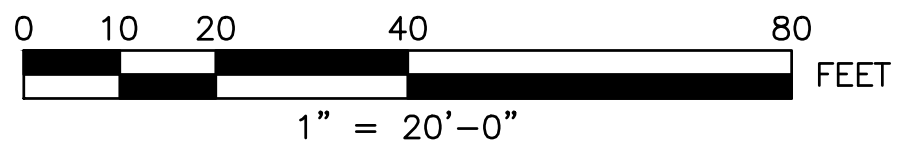
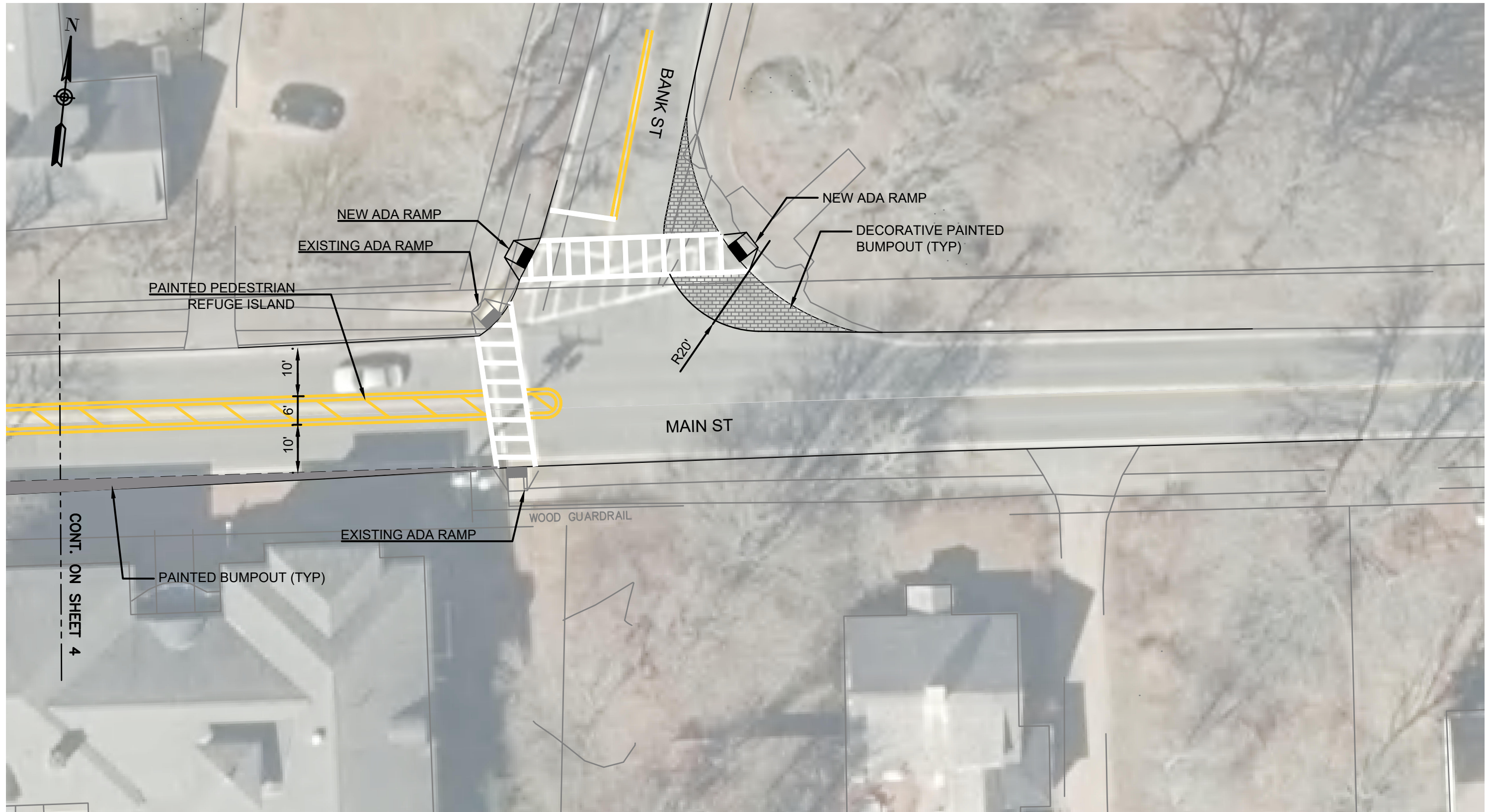


**MASSDOT'S WINTER SHARED STREETS
& SPACES GRANT PROGRAM
HARWICH**

ALTERNATE 2 DATE 1/15/2021 SHEET 4 OF 5

Existing parking this sheet 0 spaces
Proposed parking this sheet 1 space

**TOOLE
DESIGN**



**MASSDOT'S WINTER SHARED STREETS
& SPACES GRANT PROGRAM
HARWICH**

ALTERNATE 2 DATE 1/15/2021 SHEET 5 OF 5

**TOOLE
DESIGN**

CONTRACTS



MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, ^{GM} Town Engineer

CC: Carol Coppola, Finance Director
Daniel Pelletier, Water & Wastewater Superintendent

RE: Town of Harwich Phase 2 Contract 1 Sewer Construction Project
Change Order Number 4 – Robert B. Our Co., Inc.

DATE: January 15, 2021

Please find the attached Change Order Number 4 (CO #4) for the Phase 2 Contract 1 Sewer Construction Project with contractor Robert B. Our Co., Inc. (RBO) for review and signature by the Chairman of the Board of Selectmen on behalf of the Board of Selectmen.

CO #4 is comprised of three (3) requests for change (RFCs) that have been submitted by RBO following Change Order Number 3 for the Phase 2 Contract 1 project for a total cost of **\$26,848**. In addition to the attached CO #4 signature page are a summary of the change requests and the back-up calculation information for each RFC.

The Change Order has been reviewed, vetted and negotiated by CDM Smith and Town staff in coordination with RBO.

CO #4 will be funded by the 5% construction contingency included with Contract Number 1. The attached Department of Environmental Bureau of Water Resources Payment Requisition No. 16 (the latest loan payment requisition) depicts the approved amount through the Town's Clean Water Protection loan. There is currently **\$268,637** available within Construction Contingency No. 1 which will cover the cost of CO #4 (**\$26,848**).

Please let me know if you have any questions.

CHANGE ORDER

SRF Number CWSRF-4424/1
 Public Entity Town of Harwich MA
 Contract Number Contract No. 1
 Change Order Number 4

Contract Amount (As Bid) \$11,368,663.48
 Net Change in Contract Price (This change order) \$26,848.00
 Net Change in Contract Price (Previous change orders) \$241,871.00
 Total Adjusted Contract Price (including this and all other change orders) \$11,637,382.48

This change order extends the time to complete the work by 0 calendar days.

The extended completion date is N/A

This change order checked by *Ronald G. Ford* 12/17/2020
 (Chief) Resident Engineer Date

This change order is requested by: Robert B. Our Co.

This change order is recommended by: CDM Smith Inc.

Michelle Smith #38074 12-18-20
 Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

Morgan DeBene 12-14-20
 Contractor Date

 Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: *Carol Coppola* 1/14/2021
48C32039D33D434 Date
 Certification Officer (Auditor, accountant, treasurer)
 04440A8/61618014/1814

Do not write below: this space reserved for STATE AGENCY APPROVAL

Town of Harwich, MA
Sewerage Improvements C1
Change Order No. 4

Public Entity Town of Harwich, Massachusetts

SRF No: CWSRF-4424/1 Contract No. Contract No. 1 Change Order No. 4

Contract Title: Sewerage Works Improvements Phase 2 Contract No. 1

Owner's Name: Town of Harwich, Massachusetts

Owner's Address: 732 Main Street Harwich MA 02645

Contractor's Name: Robert B. Our Co.

Contractor's Address: 24 Great Western Road Harwich, MA 02645

Descriptions and Reasons for Change

Item No. 1

This change, (RFC 017) substitutes cedar shingles for the specified fiber cement building exterior siding at the Route 137 Pumping Station and Spence's Trace Pumping Station. The Town requested the cedar shingle substitution to be a closer match to the pumping station renderings presented to the Harwich residents during the planning and design phase of the contract.

The net increase to the Contract Price for this change is \$ 21,145.91

Item No. 2

This change, (RFC 018) provides payment to Robert B. Our (RBO) for an additional tapping sleeve/valve at an existing 12" ductile iron watermain along Route 137. The tapping sleeve/valve allowed for the installation of a fire hydrant assembly at the Route 137 Pumping Station without shutting down the entire watermain. This method of installation provided for the least disruption to the residents in that area.

The net increase to the Contract Price for this change is \$ 2,916.12

Item No. 3

This change, (RFC 019) provides payment to Robert B. Our (RBO) for furnishing and installing an exterior warning light at both the Route 137 Pumping Station and Spence's Trace Pumping Station. The warning light, which is connected to the building interior heat detector, was requested by the Harwich Fire Marshall.

The net increase to the Contract Price for this change is \$ 2,786.30

Town of Harwich, Massachusetts
Sewerage Works Improvements Phase 2 Contract No. 1
SRF No: CWSRF-4424/1

Change Order No.4 Summary

<u>Item No.</u>	<u>RFC No.</u>	<u>Item Description</u>	<u>Amount</u>
1	RFC 017	Cedar Shingle Pump Station Siding Substitution	\$21,145.91
2	RFC 018	Additional Tapping Sleeve and Valve	\$2,916.12
3	RFC 019	Added Fires Detection Alarm	\$2,786.30
<hr/>			
Total Change Order No.4 =			\$26,848

Harwich Sewerage Works Improvements Phase 2 - Contract No.1

Item 1

Robert B Our Co.

24 Great Western Rd, Harwich, MA

Project: **Harwich Sewerage Works Improvements Phase 2 - Contract 1**
 Engineer: **CDM Smith**
Siding Change on Two P.S from Hardiboard to Cedar Shingle

5-Nov-20
RFC 0017R2

RBO	Rate	Hours	QTY	Extended Total
Laborer	\$ 58.43	0	0	0.00
Operator	\$ 78.03	0	0	0.00
Truck Driver	\$ 61.35	0	0	0.00
Forman	\$ 85.00	0	0	0.00
Direct labor Costs :				
Labor	\$ -	45.65%		0.00
Operator	\$ -	43.57%		0.00
Truck Driver	\$ -	45.32%		0.00
Subtotal Labor				\$ -

RBO Equipment	Rate	Quantity	Extended Total
Excavator	\$ 166.73	0	\$ -
Loader	\$ 69.50	0	\$ -
Truck (10/W)	\$ 66.75	0	\$ -
Utility Truck	\$ 15.31	0	\$ -
Subtotal Equipment			\$ -

GC Materials	Rate	Quantity	Extended Total
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Subtotal Material \$ -

Sub Contractors	Rate	Quantity	Extended Total
United Conc. Proposal	\$ 19,890.33	1	\$ 19,890.33

Misc.	Rate	Quantity	Extended total
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\$ -

Subtotal Misc. \$ -

Total Subs \$ -

subtotal Labor, equipment & materials \$ -
 Subtotal Subs \$ 19,890.33
 RBO direct Markup 15% \$ -
 RBO Markup on Subs 5 % \$ 994.52
 RBO suplimental markup (bond) 1.25% \$ 261.06

\$ 21,145.91

Total	\$ 21,145.91
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United Concrete Products, Inc.
 173 Church Street
 Yalesville CT 06492
 203-269-3119

Change Order

Order#: 1

Order Date: 09/02/2020

License:

To: Robert B Our
 24 Great Western Road
 Harwich MA 02845

Project:26966
 Harwich Phase 2 Contract 1
 246 Route 137
 1404 Orleans Rd(Route 39)
 Harwich MA 02645

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Specifications Attached

Ordered By:

Customer Order:

Description of Work	Amount
Credit for Hardie board Spences trace & RT 137	-5,952.00
Labor Credit for Hardie installation both Bldg	-4,800.00
OBDYKE flat wrap UV black wrap Both Buildings	5,151.14
OBDYKE slicker backing classic rainscreen 1/4"	4,251.84
Hydro Flash 2-1/2" sealing tape Both Buildings	264.50
Wafe Head Self drilling screws w/ wings 410SS	740.60
White cedar shingles with sealer both buildings	3,967.50
Labor To install cedar shingles both buildings (160 Man hours per building)	13,754.00
Drafting and design time	1,983.75
Project management	529.00

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

19,890.33

The original Contract Sum was

Net change by previous Change Orders

The Contract Sum prior to this Change Order

The Contract Sum will be changed by this Change Order **19,890.33**

The new Contract Sum including this Change Order will be

The Contract Time will be changed by **0 Days**

Owner: _____

Date: _____

Contractor: _____

Date: _____

Harwich Sewerage Works Improvements Phase 2 - Contract No.1

Item 2

Robert B Our Co.

24 Great Western Rd, Harwich, MA

Project: **Harwich Sewerage Works Improvements Phase 2 - Contract 1**
Engineer: **CDM Smith**30-Oct-20
RFC 018**Install Tapping Sleeve and Valve for RT 137 Hydrant at the pump station**

RBO	Rate	Hours	QTY	Extended Total
Laborer	\$ 56.68	0	0	0.00
Operator	\$ 75.78	0	0	0.00
Truck Driver	\$ 59.55	0	0	0.00
Forman	\$ 85.00	0	0	0.00

Direct labor Costs :

Labor	\$ -	45.65%	0.00
Operator	\$ -	43.57%	0.00
Truck Driver	\$ -	45.32%	0.00

Subtotal Labor \$ -

RBO Equipment	Rate	Quantity	Extended Total
Excavator	\$ 166.73	0	\$ -
Loader	\$ 69.50	0	\$ -
Truck (10/W)	\$ 66.95	0	\$ -
Utility Truck	\$ 15.31	0	\$ -
Tap Machine	\$ 1,500.00	1	\$ 1,500.00

Subtotal Equipment \$ 1,500.00

GC Materials	Rate	Quantity	Extended Total
Tap Sleeve , Gate & Misc.	\$ 1,569.20	1	\$ 1,569.20

Subtotal Material \$ 1,569.20

Sub Contractors	Rate	Quantity	Extended Total
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Credit	Rate	Quantity	Extended total
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Credit for Tee and coupling & misc. \$ (564.75) 1.00 \$ (564.75)

Subtotal Misc. \$ (564.75)

Total Subs \$ (564.75)

subtotal Labor, equipment & materials \$ 3,069.20
 Credit \$ (564.75)
 RBO direct Markup 15% \$ 375.67
 RBO Markup on Subs 5 %
 RBO suplimental markup (bond) 1.25% \$ 36.00

 \$ 2,916.12

Total	\$ 2,916.12
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Harwich Sewerage Works Improvements Phase 2 - Contract No.1

Item 3

Robert B Our Co.

24 Great Western Rd, Harwich, MA

Project: **Harwich Sewerage Works Improvements Phase 2 - Contract 1**
 Engineer: **CDM Smith**
Emergency Light

16-Nov-20
RFC 0019

RBO	Rate	Hours	QTY	Extended Total
Laborer	\$ 58.43	0	0	0.00
Operator	\$ 78.03	0	0	0.00
Truck Driver	\$ 61.35	0	0	0.00
Forman	\$ 85.00	0	0	0.00
Direct labor Costs :				
Labor	\$ -	45.65%		0.00
Operator	\$ -	43.57%		0.00
Truck Driver	\$ -	45.32%		0.00

Subtotal Labor \$ -

RBO Equipment	Rate	Quantity	Extended Total
Excavator	\$ 166.73	0	\$ -
Loader	\$ 69.50	0	\$ -
Truck (10/W)	\$ 66.75	0	\$ -
Utility Truck	\$ 15.31	0	\$ -
Subtotal Equipment			\$ -

GC Materials	Rate	Quantity	Extended Total
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Subtotal Material \$ -

Sub Contractors	Rate	Quantity	Extended Total
United Conc. Proposal	\$ 2,620.86	1	\$ 2,620.86

Misc.	Rate	Quantity	Extended total
			\$ -
Subtotal Misc.			\$ -
Total Subs			\$ -

subtotal Labor, equipment & materials	\$ -
Subtotal Subs	\$ 2,620.86
RBO direct Markup 15%	\$ -
RBO Markup on Subs 5 %	\$ 131.04
RBO suplimental markup (bond) 1.25%	\$ 34.40
	\$ 2,786.30

Total	\$ 2,786.30
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United Concrete Products, Inc.
 173 Church Street
 Yalesville CT 06492
 203-269-3119

Change Order

Order#: 3

Order Date: 11/12/2020

License:

To: Robert B Our
 24 Great Western Road
 Harwich MA 02845

Project: 26966
 Harwich Phase 2 Contract 1
 246 Route 137
 1404 Orleans Rd(Route 39)
 Harwich MA 02645

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By: 104 Tyler McIntyre

Customer Order:

Specifications Attached

Description of Work	Amount
Cost below it to add Exterior mount warning light tied to building heat detector	
Strobe Light (Both Bldgs.)	423.50
Relay & Base (Both Bldgs.)	67.76
Enclosure (Both Bldgs.)	193.60
Conduit, Wire etc. (Both Bldgs.)	302.50
Labor (Both Bldgs.)	1,633.50

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

2,620.86

The original Contract Sum was

Net change by previous Change Orders

The Contract Sum prior to this Change Order

The Contract Sum will be changed by this Change Order

The new Contract Sum including this Change Order will be

The Contract Time will be changed by

Owner: _____ Date: _____

Contractor: _____ Date: _____

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER RESOURCES**

PAYMENT REQUISITION

LOAN NO.: <u>CWP-18-23</u> DMS PROJECT NO.: <u>CWSRF-4424</u>	REQUEST NO.: <u>16</u> SERVICE DATES: <u>11/01/2020 to 11/30/2020</u>
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LEGAL NAME AND ADDRESS OF BORROWER:

Town of Harwich
 732 Main Street
 Harwich, MA 02645

EXPENDITURE TYPE	APPROVED AMOUNT \$	PREVIOUS REQUESTS \$	THIS REQUEST \$
Construction Services - Cont. No. 1 & 2	\$ 2,290,000	\$ 1,482,168	\$ 82,588
Construction: Contract No. 1 (RBO)	\$ 11,610,534	\$ 7,956,513	\$ 848,760
Construction: Contract No. 2 (RJV)	\$ 6,654,494	\$ 2,882,457	\$ 238,830
Construction Contingency No. 1	\$ 268,637	\$ -	\$ -
Construction Contingency No. 2	\$ 247,877	\$ -	\$ -
Other: Police - Cont. No. 1 & 2	\$ 1,135,000	\$ 1,096,628	\$ 33,046
Other: Water Usage - Cont. No. 1	\$ 7,925	\$ 7,025	\$ 900
Totals	\$ 22,214,467	\$ 13,424,791	\$ 1,204,124
	0		

CERTIFICATION OF THE BORROWER:

The Authorized Representative of the Borrower identified below certifies the following:

- (i) This payment is for Project Costs and the obligations specified herein have not been the basis for a prior requisition that has been paid;
 (ii) there has been no Default, as defined in the Regulatory Agreement hereunder or no Event of Default as defined in the Loan Agreement, and no event or condition exists which after notice or lapse of time or both, would become a Default under the Regulatory Agreement or an Event of Default under the Loan Agreement exists; and
 (iii) the payment requested by this requisition is due for work actually performed or materials or property actually supplied prior to the date of this requisition less retainage.

DocuSigned by:
 Signature: Joseph F. Powers Date: 12/21/2020
 Print Name: Joseph F. Powers
 Title: Interim Town Administrator

(To be completed by the DEP Division of Municipal Services)

Amount Requested: _____ Amount Approved: _____
 Signature: _____ Date: _____
 Print Name: Maria E. Pinaud
 Title: Division Director



MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, ^{GR}Town Engineer

CC: Carol Coppola, Finance Director
Daniel Pelletier, Water & Wastewater Superintendent

RE: Town of Harwich Phase 2 Contract 2 Sewer Construction Project
Change Order Number 2 – RJV Construction Corporation

DATE: January 15, 2021

Please find the attached Change Order Number 2 (CO #2) for the Phase 2 Contract 2 Sewer Construction Project with contractor RJV Construction Corporation (RJV) for review and signature by the Chairman of the Board of Selectmen on behalf of the Board of Selectmen.

CO #2 is comprised of two (2) requests for change (RFCs) that have been submitted by RJV following Change Order Number 1 for the Phase 2 Contract 2 project for a total cost of **\$74,170**. In addition to the attached CO #2 signature page are a summary of the various change requests and the back-up calculation information for each RFC.

The Change Order has been reviewed, vetted and negotiated by CDM Smith and Town staff in coordination with RJV.

CO #2 will be funded by the 5% construction contingency included with Contract Number 2. The attached Department of Environmental Bureau of Water Resources Payment Requisition No. 16 (the latest loan payment requisition) depicts the approved amount through the Town's Clean Water Protection loan. There is currently **\$247,877** available within Construction Contingency No. 2 which will cover the cost of CO #2 (**\$74,170**).

Please let me know if you have any questions.

Public Entity Town of Harwich, Massachusetts

SRF No: CWSRF-4424/2 Contract No. Contract No. 2 Change Order No. 2

Contract Title: Sewerage Works Improvements Phase 2 Contract No. 2

Owner's Name: Town of Harwich, Massachusetts

Owner's Address: 732 Main Street Harwich MA 02645

Contractor's Name: RJV Construction Corporation.

Contractor's Address: 5 Lincoln Street Canton, MA 02021

Descriptions and Reasons for Change

Item No. 1

This change (RFC 006) provides payment to RJV Construction for impact to their new sewer installation progress at several separate Nor'East Drive locations. While excavating for the new sewer, RJV Construction encountered underground gas and electric utilities that were not shown on utility company plans (and therefore not shown on the contract drawings) and/or incorrectly marked by the utility companies in the field.

The net increase to the Contract Price for this change is \$51,559.78

Item No. 2

This change (RFC 007) substitutes cedar shingles for the specified fiber cement building exterior siding at the Church Street North and Church Street South Pumping Stations. The Town requested the cedar shingle substitution to be a closer match to the pumping station renderings presented to the Harwich residents during the planning and design phase of the contract.

The net increase to the Contract Price for this change is \$22,610.34

Town of Harwich, Massachusetts
Sewerage Works Improvements Phase 2 Contract No. 2
SRF No: CWSRF-4424/2

Change Order No.2 Summary

<u>Item No.</u>	<u>RFC No.</u>	<u>Item Description</u>	<u>Amount</u>
1	RFC 006	Costs associated with unmarked utilites at Nor'East Drive	\$51,559.78
2	RFC 007	Cedar Shingle Pump Station Siding Substitution	\$22,610.34
<hr/>			
Total Change Order No.2 =			\$74,170

Harwich Sewerage Works Improvements Phase 2 - Contract No.2

Item 1



5 Lincoln Street, Canton, MA 02021
Tel: (781) 821-1469 Fax: (781) 832-3443

December 2, 2020

Mr. James T. Maher, Vice President
Construction Manager
CDM Smith
75 State Street, Suite 701
Boston, MA 02109

**Subject: Town of Harwich
Sewerage Works Improvements
Phase 2 – Contract No. 2
Nor'East Drive Utilities (COR-006)**

Dear Mr. Maher,

During the installation of the proposed sewer on Nor'East Drive (Sheets C-7 & C-8) underground utilities were uncovered at the site not shown or indicated in the Contract Documents. Such utilities impacted the progress of the new sewer installation.

Please find attached, RJV Construction Corp.'s cost data and backup associated with utilities not shown or indicated on Nor'East Drive (Sheets C-7 & C-8).

We respectfully request a change order in the amount of \$51,559.78 be processed in accordance with the terms of the contract.

Should you have any questions, please feel free to contact us

Sincerely,
RJV CONSTRUCTION CORP.

A handwritten signature in black ink, appearing to read "Matthew DeLuca", is written over a light gray grid background.

Matthew DeLuca
Project Manager

294.2.1.016
Cc: Mike Rizk, CDM Smith
Griffin Ryder / Dan Pelletier, Harwich
Querino Pincella / Josh Chabot, RJV

RJV Construction Corp.
Town of Harwich Contract 2
COR-006 Summary

Date	Cost
08-03	\$ 3,359.42
08-12	\$ 4,446.87
08-17	\$ 4,949.04
08-20	\$ 3,358.58
08-26 & 08-31	\$ 10,255.92
09-03	\$ 3,180.92
09-09	\$ 6,831.91
09-09-A	\$ 1,768.12
09-11	\$ 1,590.46
09-11-A	\$ 3,180.92
09-22	\$ 1,375.84
09-22-A	\$ 2,002.58
09-23	\$ 1,375.84
09-23-A	\$ 1,375.84
09-24	\$ 1,375.84
10/01	\$ 1,131.67
	\$ 51,559.78

COR-006 - Nor'East - 08/03/20
Unknown Electric & Telephone Crossing (-19') - Mainline
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	2.00	hrs @	\$	78.03	per hr	\$	156.06
Foreman/Operator (Joe)	2.00	hrs @	\$	78.03	per hr	\$	156.06
Operator (Billy)	2.00	hrs @	\$	78.03	per hr	\$	156.06
4/5 Axle Driver (Eric)	2.00	hrs @	\$	61.47	per hr	\$	122.94
Pipelayer (Cody)	2.00	hrs @	\$	58.68	per hr	\$	117.36
Laborer (Jon)	2.00	hrs @	\$	58.43	per hr	\$	116.86

\$825.34

(2) Direct Labor Cost

46.56% of \$825.34

\$384.28

(3) Materials & Freight

\$0.00

(4) Equipment

Mack Triaxle (D13)	2.00	hrs @	\$	83.80	per hr	\$	167.60
Komatsu PC138 (E01)	2.00	hrs @	\$	91.64	per hr	\$	183.28
Komatsu PC600 (E07)	2.00	hrs @	\$	264.23	per hr	\$	528.46
Komatsu WA470-8 (L10)	2.00	hrs @	\$	117.47	per hr	\$	234.94
Bobcat T770 (L19)	2.00	hrs @	\$	47.73	per hr	\$	95.46
Pickup (P10)	2.00	hrs @	\$	20.26	per hr	\$	40.52
Utility Van (P28)	2.00	hrs @	\$	21.97	per hr	\$	43.94
Bomag BW177D-40 (R30)	2.00	hrs @	\$	53.49	per hr	\$	106.98

\$1,401.18Total (Items 1 through 4) \$2,610.80

(5) 15% markup for Overhead, Profit

15.00% of \$2,610.80

\$391.62

(6) Subcontractors

MSC Trucking	4.00	hrs @	\$	85.00	per hr	\$	340.00
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\$ 340.00

(7) 5% markup on subcontractors

5.00% of \$ 340.00

\$ 17.00**Total Cost \$ 3,359.42**

COR-006 - Nor'East - 08/12/20
Gas & Telephone not as shown - 83 Nor'East Drive - Mainline
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	3.00	hrs @	\$ 78.03	per hr	\$ 234.09
Operator (Billy)	3.00	hrs @	\$ 78.03	per hr	\$ 234.09
4/5 Axle Driver (Eric)	3.00	hrs @	\$ 61.47	per hr	\$ 184.41
Pipelayer (Cody)	3.00	hrs @	\$ 58.68	per hr	\$ 176.04
Laborer (Jon)	3.00	hrs @	\$ 58.43	per hr	\$ 175.29

\$1,003.92

(2) Direct Labor Cost

46.56% of \$1,003.92

\$467.43

(3) Materials & Freight

01-inch Union	2.00	ea @	\$ 23.47	per ea	\$ 46.94
01-inch PE Tubing	20.00	lf @	\$ 0.42	per lf	\$ 8.40
01-inch SS Insert	2.00	ea @	\$ 2.78	per ea	\$ 5.56

\$60.90

(4) Equipment

Mack Triaxle (D13)	3.00	hrs @	\$ 83.80	per hr	\$ 251.40
Komatsu PC138 (E01)	3.00	hrs @	\$ 91.64	per hr	\$ 274.92
Komatsu PC600 (E07)	3.00	hrs @	\$ 264.23	per hr	\$ 792.69
Komatsu WA470-8 (L10)	3.00	hrs @	\$ 117.47	per hr	\$ 352.41
Bobcat T770 (L19)	3.00	hrs @	\$ 47.73	per hr	\$ 143.19
Pickup (P10)	3.00	hrs @	\$ 20.26	per hr	\$ 60.78
Utility Van (P28)	3.00	hrs @	\$ 21.97	per hr	\$ 65.91
Bomag BW177D-40 (R30)	3.00	hrs @	\$ 53.49	per hr	\$ 160.47

\$2,101.77Total (Items 1 through 4) \$3,634.02

(5) 15% markup for Overhead, Profit

15.00% of \$3,634.02

\$545.10

(6) Subcontractors

MSC Trucking	3.00	hrs @	\$ 85.00	per hr	\$ 255.00
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\$ 255.00

(7) 5% markup on subcontractors

5.00% of \$ 255.00

\$ 12.75**Total Cost \$ 4,446.87**

COR-006 - Nor'East - 08/17/20
Unknown Gas / Water Service Crossing to #79 Nor'East - Mainline
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	3.00	hrs @	\$ 78.03	per hr	\$ 234.09
Foreman/Operator (Joe)	3.00	hrs @	\$ 78.03	per hr	\$ 234.09
Operator (Billy)	3.00	hrs @	\$ 78.03	per hr	\$ 234.09
4/5 Axle Driver (Eric)	3.00	hrs @	\$ 61.47	per hr	\$ 184.41
Pipelayer (Cody)	3.00	hrs @	\$ 58.68	per hr	\$ 176.04
Laborer (Jon)	3.00	hrs @	\$ 58.43	per hr	\$ 175.29
					<u>\$1,238.01</u>

(2) Direct Labor Cost

46.56% of \$1,238.01

\$576.42**(3) Materials & Freight**

01-inch Curb Stop	1.00	ea @	\$ 111.50	per hr	\$ 111.50
01-inch SS Insert	4.00	ea @	\$ 2.78	per hr	\$ 11.12
01-inch Union	1.00	ea @	\$ 23.47	per hr	\$ 23.47
01-inch PE Tubing	20.00	lf @	\$ 0.42	per hr	\$ 8.40
					<u>\$154.49</u>

(4) Equipment

Mack Triaxle (D13)	3.00	hrs @	\$ 83.80	per hr	\$ 251.40
Komatsu PC138 (E01)	3.00	hrs @	\$ 91.64	per hr	\$ 274.92
Komatsu PC600 (E07)	3.00	hrs @	\$ 264.23	per hr	\$ 792.69
Komatsu WA470-8 (L10)	3.00	hrs @	\$ 117.47	per hr	\$ 352.41
Bobcat T770 (L19)	3.00	hrs @	\$ 47.73	per hr	\$ 143.19
Pickup (P10)	3.00	hrs @	\$ 20.26	per hr	\$ 60.78
Utility Van (P28)	3.00	hrs @	\$ 21.97	per hr	\$ 65.91
Bomag BW177D-40 (R30)	3.00	hrs @	\$ 53.49	per hr	\$ 160.47
					<u>\$2,101.77</u>

Total (Items 1 through 4) \$4,070.69**(5) 15% markup for Overhead, Profit**

15.00% of \$4,070.69

\$610.60**(6) Subcontractors**

MSC Trucking	3.00	hrs @	\$ 85.00	per hr	\$ 255.00
					<u>\$ 255.00</u>

(7) 5% markup on subcontractors

5.00% of \$ 255.00

\$ 12.75**Total Cost \$ 4,949.04**

COR-006 - Nor'East - 08/20/20
Unknown Gas / Water Service Crossing #77 Nor'East - Mainline
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	2.00	hrs @	\$ 78.03	per hr	\$ 156.06
Foreman/Operator (Joe)	2.00	hrs @	\$ 78.03	per hr	\$ 156.06
Operator (Billy)	2.00	hrs @	\$ 78.03	per hr	\$ 156.06
4/5 Axle Driver (Eric)	2.00	hrs @	\$ 61.47	per hr	\$ 122.94
Pipelayer (Cody)	2.00	hrs @	\$ 58.68	per hr	\$ 117.36
Laborer (Jon)	2.00	hrs @	\$ 58.43	per hr	\$ 116.86
					<u>\$825.34</u>

(2) Direct Labor Cost

46.56%	of	\$825.34			<u>\$384.28</u>
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(3) Materials & Freight

01-inch Curb Stop	1.00	ea @	\$ 111.50	per hr	\$ 111.50
01-inch SS Insert	4.00	ea @	\$ 2.78	per hr	\$ 11.12
01-inch Union	1.00	ea @	\$ 23.47	per hr	\$ 23.47
01-inch PE Tubing	20.00	lf @	\$ 0.42	per hr	\$ 8.40
					<u>\$154.49</u>

(4) Equipment

Mack Triaxle (D13)	2.00	hrs @	\$ 83.80	per hr	\$ 167.60
Komatsu PC138 (E01)	2.00	hrs @	\$ 91.64	per hr	\$ 183.28
Komatsu PC600 (E07)	2.00	hrs @	\$ 264.23	per hr	\$ 528.46
Komatsu WA470-8 (L10)	2.00	hrs @	\$ 117.47	per hr	\$ 234.94
Bobcat T770 (L19)	2.00	hrs @	\$ 47.73	per hr	\$ 95.46
Pickup (P10)	2.00	hrs @	\$ 20.26	per hr	\$ 40.52
Utility Van (P28)	2.00	hrs @	\$ 21.97	per hr	\$ 43.94
Bomag BW177D-40 (R30)	2.00	hrs @	\$ 53.49	per hr	\$ 106.98
					<u>\$1,401.18</u>

Total (Items 1 through 4) \$2,765.29

(5) 15% markup for Overhead, Profit

15.00%	of	\$2,765.29			<u>\$414.79</u>
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(6) Subcontractors

MSC Trucking	2.00	hrs @	\$ 85.00	per hr	\$ 170.00
					<u>\$ 170.00</u>

(7) 5% markup on subcontractors

5.00%	of	\$ 170.00			<u>\$ 8.50</u>
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Total Cost \$ 3,358.58

COR-006 - Nor'East - 08/26/20 & 08/31/20
Unknown Conduits and Water Service Crossing - Mainline
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	6.00	hrs @	\$ 78.03	per hr	\$ 468.18
Foreman/Operator (Joe)	6.00	hrs @	\$ 78.03	per hr	\$ 468.18
Operator (Billy)	6.00	hrs @	\$ 78.03	per hr	\$ 468.18
4/5 Axle Driver (Eric)	6.00	hrs @	\$ 61.47	per hr	\$ 368.82
Pipelaye (Cody)	6.00	hrs @	\$ 58.68	per hr	\$ 352.08
Laborer (Jon)	6.00	hrs @	\$ 58.43	per hr	\$ 350.58
					<u>\$2,476.02</u>

(2) Direct Labor Cost

46.56% of \$2,476.02

\$1,152.83**(3) Materials & Freight**

01-inch Curb Stop	1.00	ea @	\$ 111.50	per hr	\$ 111.50
01-inch SS Insert	4.00	ea @	\$ 2.78	per hr	\$ 11.12
01-inch Union	1.00	ea @	\$ 23.47	per hr	\$ 23.47
01-inch PE Tubing	20.00	lf @	\$ 0.42	per hr	\$ 8.40
					<u>\$154.49</u>

(4) Equipment

Mack Triaxle (D13)	6.00	hrs @	\$ 83.80	per hr	\$ 502.80
Komatsu PC138 (E01)	6.00	hrs @	\$ 91.64	per hr	\$ 549.84
Komatsu PC600 (E07)	6.00	hrs @	\$ 264.23	per hr	\$ 1,585.38
Komatsu WA470-8 (L10)	6.00	hrs @	\$ 117.47	per hr	\$ 704.82
Bobcat T770 (L19)	6.00	hrs @	\$ 47.73	per hr	\$ 286.38
Pickup (P10)	6.00	hrs @	\$ 20.26	per hr	\$ 121.56
Utility Van (P28)	6.00	hrs @	\$ 21.97	per hr	\$ 131.82
Bomag BW177D-40 (R30)	6.00	hrs @	\$ 53.49	per hr	\$ 320.94
					<u>\$4,203.54</u>

Total (Items 1 through 4) \$7,986.88**(5) 15% markup for Overhead, Profit**

15.00% of \$7,986.88

\$1,198.03**(6) Subcontractors**

MSC Trucking	12.00	hrs @	\$ 85.00	per hr	\$ 1,020.00
					<u>\$ 1,020.00</u>

(7) 5% markup on subcontractors

5.00% of \$ 1,020.00

\$ 51.00**Total Cost \$ 10,255.92**

COR-006 - Nor'East - 09/03/20
Unknown Gas Service #62 Nor'East - Mainline
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	2.00	hrs @	\$ 78.03	per hr	\$ 156.06	
Foreman/Operator (Joe)	2.00	hrs @	\$ 78.03	per hr	\$ 156.06	
Operator (Billy)	2.00	hrs @	\$ 78.03	per hr	\$ 156.06	
4/5 Axle Driver (Eric)	2.00	hrs @	\$ 61.47	per hr	\$ 122.94	
Pipelayer (Cody)	2.00	hrs @	\$ 58.68	per hr	\$ 117.36	
Laborer (Jon)	2.00	hrs @	\$ 58.43	per hr	\$ 116.86	
						<u>\$825.34</u>

(2) Direct Labor Cost

46.56% of \$825.34

\$384.28

(3) Materials & Freight

\$0.00

(4) Equipment

Mack Triaxle (D13)	2.00	hrs @	\$ 83.80	per hr	\$ 167.60	
Komatsu PC138 (E01)	2.00	hrs @	\$ 91.64	per hr	\$ 183.28	
Komatsu PC600 (E07)	2.00	hrs @	\$ 264.23	per hr	\$ 528.46	
Komatsu WA470-8 (L10)	2.00	hrs @	\$ 117.47	per hr	\$ 234.94	
Bobcat T770 (L19)	2.00	hrs @	\$ 47.73	per hr	\$ 95.46	
Pickup (P10)	2.00	hrs @	\$ 20.26	per hr	\$ 40.52	
Utility Van (P28)	2.00	hrs @	\$ 21.97	per hr	\$ 43.94	
Bomag BW177D-40 (R30)	2.00	hrs @	\$ 53.49	per hr	\$ 106.98	
						<u>\$1,401.18</u>

Total (Items 1 through 4) \$2,610.80

(5) 15% markup for Overhead, Profit

15.00% of \$2,610.80

\$391.62

(6) Subcontractors

MSC Trucking	2.00	hrs @	\$ 85.00	per hr	\$ 170.00	
						<u>\$ 170.00</u>

(7) 5% markup on subcontractors

5.00% of \$ 170.00

\$ 8.50**Total Cost \$ 3,180.92**

COR-006 - Nor'East - 09/09/20
Abandoned Hydrant Lateral - Mainline
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	4.00	hrs @	\$ 78.03	per hr	\$ 312.12
Foreman/Operator (Joe)	4.00	hrs @	\$ 78.03	per hr	\$ 312.12
Operator (Billy)	4.00	hrs @	\$ 78.03	per hr	\$ 312.12
4/5 Axle Driver (Eric)	4.00	hrs @	\$ 61.47	per hr	\$ 245.88
Pipelayer (Cody)	4.00	hrs @	\$ 58.68	per hr	\$ 234.72
Laborer (Jon)	4.00	hrs @	\$ 58.43	per hr	\$ 233.72
					<u>\$1,650.68</u>

(2) Direct Labor Cost

46.56% of \$1,650.68

\$768.56**(3) Materials & Freight**

06-inch CL 52	3.00	lf @	\$ 13.10	per lf	\$ 39.30
06-inch Solid Sleeve	2.00	ea @	\$ 100.77	per ea	\$ 201.54
06-inch Megalug	4.00	ea @	\$ 24.52	per ea	\$ 98.08
06-inch Accessory Kit	4.00	ea @	\$ 17.46	per ea	\$ 69.84
					<u>\$408.76</u>

(4) Equipment

Mack Triaxle (D13)	4.00	hrs @	\$ 83.80	per hr	\$ 335.20
Komatsu PC138 (E01)	4.00	hrs @	\$ 91.64	per hr	\$ 366.56
Komatsu PC600 (E07)	4.00	hrs @	\$ 264.23	per hr	\$ 1,056.92
Komatsu WA470-8 (L10)	4.00	hrs @	\$ 117.47	per hr	\$ 469.88
Bobcat T770 (L19)	4.00	hrs @	\$ 47.73	per hr	\$ 190.92
Pickup (P10)	4.00	hrs @	\$ 20.26	per hr	\$ 81.04
Utility Van (P28)	4.00	hrs @	\$ 21.97	per hr	\$ 87.88
Bomag BW177D-40 (R30)	4.00	hrs @	\$ 53.49	per hr	\$ 213.96
					<u>\$2,802.36</u>

Total (Items 1 through 4) \$5,630.36**(5) 15% markup for Overhead, Profit**

15.00% of \$5,630.36

\$844.55**(6) Subcontractors**

MSC Trucking	4.00	hrs @	\$ 85.00	per hr	\$ 340.00
					<u>\$ 340.00</u>

(7) 5% markup on subcontractors

5.00% of \$ 340.00

\$ 17.00**Total Cost \$ 6,831.91**

COR-006 - Nor'East - 09/09/20
Unknown Gas / Water Service Crossing - 58 Nor'East - Mainline
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	1.00	hrs @	\$ 78.03	per hr	\$ 78.03	
Foreman/Operator (Joe)	1.00	hrs @	\$ 78.03	per hr	\$ 78.03	
Operator (Billy)	1.00	hrs @	\$ 78.03	per hr	\$ 78.03	
4/5 Axle Driver (Eric)	1.00	hrs @	\$ 61.47	per hr	\$ 61.47	
Pipelayer (Cody)	1.00	hrs @	\$ 58.68	per hr	\$ 58.68	
Laborer (Jon)	1.00	hrs @	\$ 58.43	per hr	\$ 58.43	
						<u>\$412.67</u>

(2) Direct Labor Cost

46.56% of \$412.67

\$192.14**(3) Materials & Freight**

01-inch Curb Stop	1.00	ea @	\$ 111.50	per hr	\$ 111.50	
01-inch SS Insert	4.00	ea @	\$ 2.78	per hr	\$ 11.12	
01-inch Union	1.00	ea @	\$ 23.47	per hr	\$ 23.47	
01-inch PE Tubing	20.00	lf @	\$ 0.42	per hr	\$ 8.40	
						<u>\$154.49</u>

(4) Equipment

Mack Triaxle (D13)	1.00	hrs @	\$ 83.80	per hr	\$ 83.80	
Komatsu PC138 (E01)	1.00	hrs @	\$ 91.64	per hr	\$ 91.64	
Komatsu PC600 (E07)	1.00	hrs @	\$ 264.23	per hr	\$ 264.23	
Komatsu WA470-8 (L10)	1.00	hrs @	\$ 117.47	per hr	\$ 117.47	
Bobcat T770 (L19)	1.00	hrs @	\$ 47.73	per hr	\$ 47.73	
Pickup (P10)	1.00	hrs @	\$ 20.26	per hr	\$ 20.26	
Utility Van (P28)	1.00	hrs @	\$ 21.97	per hr	\$ 21.97	
Bomag BW177D-40 (R30)	1.00	hrs @	\$ 53.49	per hr	\$ 53.49	
						<u>\$700.59</u>

Total (Items 1 through 4) \$1,459.89**(5) 15% markup for Overhead, Profit**

15.00% of \$1,459.89

\$218.98**(6) Subcontractors**

MSC Trucking	1.00	hrs @	\$ 85.00	per hr	\$ 85.00	
						<u>\$ 85.00</u>

(7) 5% markup on subcontractors

5.00% of \$ 85.00

\$ 4.25**Total Cost \$ 1,768.12**

COR-006 - Nor'East - 09/11/20
Unknown Gas Service - 52 Nor'East - Mainline
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	1.00	hrs @	\$	78.03	per hr	\$	78.03	
Foreman/Operator (Joe)	1.00	hrs @	\$	78.03	per hr	\$	78.03	
Operator (Billy)	1.00	hrs @	\$	78.03	per hr	\$	78.03	
4/5 Axle Driver (Eric)	1.00	hrs @	\$	61.47	per hr	\$	61.47	
Pipelayer (Cody)	1.00	hrs @	\$	58.68	per hr	\$	58.68	
Laborer (Jon)	1.00	hrs @	\$	58.43	per hr	\$	58.43	
								<u>\$412.67</u>

(2) Direct Labor Cost

46.56% of \$412.67

\$192.14

(3) Materials & Freight

\$0.00

(4) Equipment

Mack Triaxle (D13)	1.00	hrs @	\$	83.80	per hr	\$	83.80	
Komatsu PC138 (E01)	1.00	hrs @	\$	91.64	per hr	\$	91.64	
Komatsu PC600 (E07)	1.00	hrs @	\$	264.23	per hr	\$	264.23	
Komatsu WA470-8 (L10)	1.00	hrs @	\$	117.47	per hr	\$	117.47	
Bobcat T770 (L19)	1.00	hrs @	\$	47.73	per hr	\$	47.73	
Pickup (P10)	1.00	hrs @	\$	20.26	per hr	\$	20.26	
Utility Van (P28)	1.00	hrs @	\$	21.97	per hr	\$	21.97	
Bomag BW177D-40 (R30)	1.00	hrs @	\$	53.49	per hr	\$	53.49	
								<u>\$700.59</u>

Total (Items 1 through 4) \$1,305.40

(5) 15% markup for Overhead, Profit

15.00% of \$1,305.40

\$195.81

(6) Subcontractors

MSC Trucking	1.00	hrs @	\$	85.00	per hr	\$	85.00	
								<u>\$ 85.00</u>

(7) 5% markup on subcontractors

5.00% of \$ 85.00

\$ 4.25**Total Cost \$ 1,590.46**

COR-006 - Nor'East - 09/11/20
Unknown Gas Service - 48 Nor'East - Mainline
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	2.00	hrs @	\$ 78.03	per hr	\$ 156.06
Foreman/Operator (Joe)	2.00	hrs @	\$ 78.03	per hr	\$ 156.06
Operator (Billy)	2.00	hrs @	\$ 78.03	per hr	\$ 156.06
4/5 Axle Driver (Eric)	2.00	hrs @	\$ 61.47	per hr	\$ 122.94
Pipelayer (Cody)	2.00	hrs @	\$ 58.68	per hr	\$ 117.36
Laborer (Jon)	2.00	hrs @	\$ 58.43	per hr	\$ 116.86

\$825.34**(2) Direct Labor Cost**

46.56% of \$825.34

\$384.28**(3) Materials & Freight**\$0.00**(4) Equipment**

Mack Triaxle (D13)	2.00	hrs @	\$ 83.80	per hr	\$ 167.60
Komatsu PC138 (E01)	2.00	hrs @	\$ 91.64	per hr	\$ 183.28
Komatsu PC600 (E07)	2.00	hrs @	\$ 264.23	per hr	\$ 528.46
Komatsu WA470-8 (L10)	2.00	hrs @	\$ 117.47	per hr	\$ 234.94
Bobcat T770 (L19)	2.00	hrs @	\$ 47.73	per hr	\$ 95.46
Pickup (P10)	2.00	hrs @	\$ 20.26	per hr	\$ 40.52
Utility Van (P28)	2.00	hrs @	\$ 21.97	per hr	\$ 43.94
Bomag BW177D-40 (R30)	2.00	hrs @	\$ 53.49	per hr	\$ 106.98

\$1,401.18Total (Items 1 through 4) \$2,610.80**(5) 15% markup for Overhead, Profit**

15.00% of \$2,610.80

\$391.62**(6) Subcontractors**

MSC Trucking	2.00	hrs @	\$ 85.00	per hr	\$ 170.00
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\$ 170.00**(7) 5% markup on subcontractors**

5.00% of \$ 170.00

\$ 8.50**Total Cost \$ 3,180.92**

COR-006 - Nor'East - 09/22/20
Mismarked Comcast - 52 Nor'East - Service
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	1.00	hrs @	\$	78.03	per hr	\$	78.03
Foreman/Operator (Joe)	1.00	hrs @	\$	78.03	per hr	\$	78.03
Operator (Billy)	1.00	hrs @	\$	78.03	per hr	\$	78.03
4/5 Axle Driver (Eric)	1.00	hrs @	\$	61.47	per hr	\$	61.47
Pipelayer (Cody)	1.00	hrs @	\$	58.68	per hr	\$	58.68
Laborer (Jon)	1.00	hrs @	\$	58.43	per hr	\$	58.43

\$412.67

(2) Direct Labor Cost

46.56% of \$412.67

\$192.14

(3) Materials & Freight

\$0.00

(4) Equipment

Mack Triaxle (D13)	1.00	hrs @	\$	83.80	per hr	\$	83.80
Komatsu PC138 (E01)	1.00	hrs @	\$	91.64	per hr	\$	91.64
Komatsu WA470-8 (L10)	1.00	hrs @	\$	117.47	per hr	\$	117.47
Bobcat T770 (L19)	1.00	hrs @	\$	47.73	per hr	\$	47.73
Pickup (P10)	1.00	hrs @	\$	20.26	per hr	\$	20.26
Utility Van (P28)	1.00	hrs @	\$	21.97	per hr	\$	21.97
Bomag BW177D-40 (R30)	1.00	hrs @	\$	53.49	per hr	\$	53.49

\$436.36Total (Items 1 through 4) \$1,041.17

(5) 15% markup for Overhead, Profit

15.00% of \$1,041.17

\$156.18

(6) Subcontractors

MSC Trucking	2.00	hrs @	\$	85.00	per hr	\$	170.00
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\$ 170.00

(7) 5% markup on subcontractors

5.00% of \$ 170.00

\$ 8.50**Total Cost \$ 1,375.84**

COR-006 - Nor'East - 09/22/20
Unmarked Eversource - 58 Nor'East - Service
CALCULATION SHEET

(1) Labor

Foreman/Operator (Joe)	2.00	hrs @	\$ 78.03	per hr	\$ 156.06
Operator (Billy)	2.00	hrs @	\$ 78.03	per hr	\$ 156.06
4/5 Axle Driver (Eric)	2.00	hrs @	\$ 61.47	per hr	\$ 122.94
Laborer (Jon)	2.00	hrs @	\$ 58.43	per hr	\$ 116.86
					<u>\$551.92</u>

(2) Direct Labor Cost

46.56% of \$551.92

\$256.97**(3) Materials & Freight**\$0.00**(4) Equipment**

Mack Triaxle (D13)	2.00	hrs @	\$ 83.80	per hr	\$ 167.60
Komatsu PC138 (E01)	2.00	hrs @	\$ 91.64	per hr	\$ 183.28
Komatsu WA470-8 (L10)	2.00	hrs @	\$ 117.47	per hr	\$ 234.94
Pickup (P10)	2.00	hrs @	\$ 20.26	per hr	\$ 40.52
Utility Van (P28)	2.00	hrs @	\$ 21.97	per hr	\$ 43.94
Bomag BW177D-40 (R30)	2.00	hrs @	\$ 53.49	per hr	\$ 106.98
					<u>\$777.26</u>

Total (Items 1 through 4) \$1,586.15**(5) 15% markup for Overhead, Profit**

15.00% of \$1,586.15

\$237.92**(6) Subcontractors**

MSC Trucking	2.00	hrs @	\$ 85.00	per hr	\$ 170.00
					<u>\$ 170.00</u>

(7) 5% markup on subcontractors

5.00% of \$ 170.00

\$ 8.50**Total Cost \$ 2,002.58**

COR-006 - Nor'East - 09/23/20
Mismarked Electric/Communication - 48 Nor'East - Service
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	1.00	hrs @	\$ 78.03	per hr	\$ 78.03	
Foreman/Operator (Joe)	1.00	hrs @	\$ 78.03	per hr	\$ 78.03	
Operator (Billy)	1.00	hrs @	\$ 78.03	per hr	\$ 78.03	
4/5 Axle Driver (Eric)	1.00	hrs @	\$ 61.47	per hr	\$ 61.47	
Pipelayer (Cody)	1.00	hrs @	\$ 58.68	per hr	\$ 58.68	
Laborer (Jon)	1.00	hrs @	\$ 58.43	per hr	\$ 58.43	
						<u>\$412.67</u>

(2) Direct Labor Cost

46.56% of \$412.67 \$192.14

(3) Materials & Freight

\$0.00

(4) Equipment

Mack Triaxle (D13)	1.00	hrs @	\$ 83.80	per hr	\$ 83.80	
Komatsu PC138 (E01)	1.00	hrs @	\$ 91.64	per hr	\$ 91.64	
Komatsu WA470-8 (L10)	1.00	hrs @	\$ 117.47	per hr	\$ 117.47	
Bobcat T770 (L19)	1.00	hrs @	\$ 47.73	per hr	\$ 47.73	
Pickup (P10)	1.00	hrs @	\$ 20.26	per hr	\$ 20.26	
Utility Van (P28)	1.00	hrs @	\$ 21.97	per hr	\$ 21.97	
Bomag BW177D-40 (R30)	1.00	hrs @	\$ 53.49	per hr	\$ 53.49	
						<u>\$436.36</u>

Total (Items 1 through 4) \$1,041.17

(5) 15% markup for Overhead, Profit

15.00% of \$1,041.17 \$156.18

(6) Subcontractors

MSC Trucking	2.00	hrs @	\$ 85.00	per hr	\$ 170.00	
						<u>\$ 170.00</u>

(7) 5% markup on subcontractors

5.00% of \$ 170.00 \$ 8.50

Total Cost \$ 1,375.84

COR-006 - Nor'East - 09/23/20
Mismarked Electric/Communication - 45 Nor'East - Service
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	1.00	hrs @	\$	78.03	per hr	\$	78.03
Foreman/Operator (Joe)	1.00	hrs @	\$	78.03	per hr	\$	78.03
Operator (Billy)	1.00	hrs @	\$	78.03	per hr	\$	78.03
4/5 Axle Driver (Eric)	1.00	hrs @	\$	61.47	per hr	\$	61.47
Pipelayer (Cody)	1.00	hrs @	\$	58.68	per hr	\$	58.68
Laborer (Jon)	1.00	hrs @	\$	58.43	per hr	\$	58.43

\$412.67**(2) Direct Labor Cost**

46.56% of \$412.67

\$192.14**(3) Materials & Freight**\$0.00**(4) Equipment**

Mack Triaxle (D13)	1.00	hrs @	\$	83.80	per hr	\$	83.80
Komatsu PC138 (E01)	1.00	hrs @	\$	91.64	per hr	\$	91.64
Komatsu WA470-8 (L10)	1.00	hrs @	\$	117.47	per hr	\$	117.47
Bobcat T770 (L19)	1.00	hrs @	\$	47.73	per hr	\$	47.73
Pickup (P10)	1.00	hrs @	\$	20.26	per hr	\$	20.26
Utility Van (P28)	1.00	hrs @	\$	21.97	per hr	\$	21.97
Bomag BW177D-40 (R30)	1.00	hrs @	\$	53.49	per hr	\$	53.49

\$436.36Total (Items 1 through 4) \$1,041.17**(5) 15% markup for Overhead, Profit**

15.00% of \$1,041.17

\$156.18**(6) Subcontractors**

MSC Trucking	2.00	hrs @	\$	85.00	per hr	\$	170.00
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\$ 170.00**(7) 5% markup on subcontractors**

5.00% of \$ 170.00

\$ 8.50**Total Cost \$ 1,375.84**

COR-006 - Nor'East - 09/24/20
Mismarked Comcast - 30 Nor'East - Service
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	1.00	hrs @	\$	78.03	per hr	\$	78.03
Foreman/Operator (Joe)	1.00	hrs @	\$	78.03	per hr	\$	78.03
Operator (Billy)	1.00	hrs @	\$	78.03	per hr	\$	78.03
4/5 Axle Driver (Eric)	1.00	hrs @	\$	61.47	per hr	\$	61.47
Pipelayer (Cody)	1.00	hrs @	\$	58.68	per hr	\$	58.68
Laborer (Jon)	1.00	hrs @	\$	58.43	per hr	\$	58.43

\$412.67**(2) Direct Labor Cost**

46.56% of \$412.67

\$192.14**(3) Materials & Freight**\$0.00**(4) Equipment**

Mack Triaxle (D13)	1.00	hrs @	\$	83.80	per hr	\$	83.80
Komatsu PC138 (E01)	1.00	hrs @	\$	91.64	per hr	\$	91.64
Komatsu WA470-8 (L10)	1.00	hrs @	\$	117.47	per hr	\$	117.47
Bobcat T770 (L19)	1.00	hrs @	\$	47.73	per hr	\$	47.73
Pickup (P10)	1.00	hrs @	\$	20.26	per hr	\$	20.26
Utility Van (P28)	1.00	hrs @	\$	21.97	per hr	\$	21.97
Bomag BW177D-40 (R30)	1.00	hrs @	\$	53.49	per hr	\$	53.49

\$436.36Total (Items 1 through 4) \$1,041.17**(5) 15% markup for Overhead, Profit**

15.00% of \$1,041.17

\$156.18**(6) Subcontractors**

MSC Trucking	2.00	hrs @	\$	85.00	per hr	\$	170.00
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\$ 170.00**(7) 5% markup on subcontractors**

5.00% of \$ 170.00

\$ 8.50**Total Cost \$ 1,375.84**

COR-006 - Nor'East - 10/01/20
Unmaked Eversource - 16 Nor'East - Service
CALCULATION SHEET

(1) Labor

Foreman/Operator (Ronnie)	1.00	hrs @	\$ 78.03	per hr	\$ 78.03
Operator (Billy)	1.00	hrs @	\$ 78.03	per hr	\$ 78.03

\$156.06

(2) Direct Labor Cost

46.56% of \$156.06

\$72.66

(3) Materials & Freight

\$0.00

(4) Equipment

Bobcat T770 (L19)	1.00	hrs @	\$ 47.73	per hr	\$ 47.73
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\$47.73Total (Items 1 through 4) \$276.45

(5) 15% markup for Overhead, Profit

15.00% of \$276.45

\$41.47

(6) Subcontractors

Robert B Our	1.00	ls @	\$ 775.00	per hr	\$ 775.00
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\$ 775.00

(7) 5% markup on subcontractors

5.00% of \$ 775.00

\$ 38.75**Total Cost \$ 1,131.67**

Harwich Sewerage Works Improvements Phase 2 - Contract No.2

Item 2



*5 Lincoln Street, Canton, MA 02021
Tel: (781) 821-1469 Fax: (781) 832-3443*

November 17, 2020

Mr. James T. Maher, Vice President
Construction Manager
CDM Smith
75 State Street, Suite 701
Boston, MA 02109

**Subject: Town of Harwich
Sewerage Works Improvements
Phase 2 – Contract No. 2
Pump Station Siding Change (COR-007-A)**

Dear Mr. Maher,

As requested, please find attached RJV Construction Corp.'s revised cost data and backup associated with the siding change at the pump stations.

We respectfully request a change order in the amount of \$22,610.34 be processed in accordance with the terms of the contract.

Should you have any questions, please feel free to contact us

Sincerely,
RJV CONSTRUCTION CORP.

A handwritten signature in black ink, appearing to read "Matthew DeLuca", is written over a faint, illegible printed name.

Matthew DeLuca
Project Manager

294.2.1.014

Cc: Mike Rizk, CDM Smith
Griffin Ryder / Dan Pelletier, Harwich
Querino Pacella / Josh Chabot, RJV

**COR-007-A
 Pump Station Siding Change
 CALCULATION SHEET**

(1) Labor				<u>\$0.00</u>
(2) Direct Labor Cost	46.56%	of	\$0.00	<u>\$0.00</u>
(3) Materials & Freight				<u>\$0.00</u>
(4) Equipment				<u>\$0.00</u>
				<u>\$0.00</u>
	Total (Items 1 through 4)			<u>\$0.00</u>
(5) 15% markup for Overhead, Profit	15.00%	of	\$0.00	<u>\$0.00</u>
(6) Subcontractors				
United Concrete	1.00	ls @	\$ 21,533.66 per hr	\$ 21,533.66
				<u>\$ 21,533.66</u>
(7) 5% markup on subcontractors	5.00%	of	\$ 21,533.66	<u>\$ 1,076.68</u>
				Total Cost \$ 22,610.34



United Concrete Products, Inc.
 173 Church Street
 Yalesville CT 06492
 203-269-3119

Change Order

Order#: 1

Order Date: 10/19/2020

License:

To: RJV Construction Corp
 21 Lincoln Street
 Canton MA 02021

Project: 26999
 Harwich Phase 2 Contract 2
 TBD
 Harwich MA

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

Description of Work	Amount
Credit for Hardie board North & South	-6,696.00
Labor Credit for Hardie installation both Bldg	-5,520.00
OBDYKE flat wrap UV black wrap Both Buildings	5,691.47
OBDYKE slicker backing classic rainscreen 1/4"	4,755.06
Hydro Flash 2-1/2" sealing tape Both Buildings	298.92
Wafe Head Self drilling screws w/ wings 410SS	806.16
White cedar shingles with sealer both buildings	4,318.73
Labor To install cedar shingles both buildings (160 Man hours per building)	15,144.94
Drafting and design time	2,158.55
Project management	575.83

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

21,533.66

The original Contract Sum was	1,105,070.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	1,105,070.00
The Contract Sum will be changed by this Change Order	21,533.66
The new Contract Sum including this Change Order will be	1,126,603.66
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER RESOURCES**

PAYMENT REQUISITION

LOAN NO.: <u>CWP-18-23</u> DMS PROJECT NO.: <u>CWSRF-4424</u>	REQUEST NO.: <u>16</u> SERVICE DATES: <u>11/01/2020 to 11/30/2020</u>
--	--

LEGAL NAME AND ADDRESS OF BORROWER:

Town of Harwich

732 Main Street

Harwich, MA 02645

EXPENDITURE TYPE	APPROVED AMOUNT \$	PREVIOUS REQUESTS \$	THIS REQUEST
Construction Services - Cont. No. 1 & 2	\$ 2,290,000	\$ 1,482,168	\$ 82,588
Construction: Contract No. 1 (RBO)	\$ 11,610,534	\$ 7,956,513	\$ 848,760
Construction: Contract No. 2 (RJV)	\$ 6,654,494	\$ 2,882,457	\$ 238,830
Construction Contingency No. 1	\$ 268,637	\$ -	\$ -
Construction Contingency No. 2	\$ 247,877	\$ -	\$ -
Other: Police - Cont. No. 1 & 2	\$ 1,135,000	\$ 1,096,628	\$ 33,046
Other: Water Usage - Cont. No. 1	\$ 7,925	\$ 7,025	\$ 900
Totals	\$ 22,214,467	\$ 13,424,791	\$ 1,204,124

CERTIFICATION OF THE BORROWER:

The Authorized Representative of the Borrower identified below certifies the following:

- (i) This payment is for Project Costs and the obligations specified herein have not been the basis for a prior requisition that has been paid;
- (ii) there has been no Default, as defined in the Regulatory Agreement hereunder or no Event of Default as defined in the Loan Agreement, and no event or condition exists which after notice or lapse of time or both, would become a Default under the Regulatory Agreement or an Event of Default under the Loan Agreement exists; and
- (iii) the payment requested by this requisition is due for work actually performed or materials or property actually supplied prior to the date of this requisition less retainage.

DocuSigned by:

Joseph F. Powers

Date: 12/21/2020

Signature: 0623C0C5700644E...

Print Name: Joseph F. Powers

Title: Interim Town Administrator

(To be completed by the DEP Division of Municipal Services)

Amount Requested: _____ Amount Approved: _____

Signature: _____ Date: _____

Print Name: Maria E. Pinaud

Title: Division Director

TOWN
ADMINISTRATOR'S
REPORT

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND
WOODARD & CURRAN INC.
FOR MUNICIPAL STORM SEWER SYSTEM ENGINEERING SERVICES**

THIS AGREEMENT made this 12th day of January, 2021 between Woodard & Curran Inc., a Massachusetts Foreign Corporation with a usual place of business at 40 Shattuck Road, Suite 110, Andover, MA 01810, hereinafter called the “ENGINEER,” and the Town of Harwich, MA, acting by its Board of Selectmen, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, MA 02645 hereinafter called the “TOWN”.

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a sum of \$33,500.00, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$33,500.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence upon execution and shall expire on June 30, 2021, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

- B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or

to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all claims by the ENGINEER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and

shall continue such insurance in full force and effect during the term of the Agreement.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

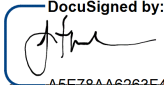
14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.

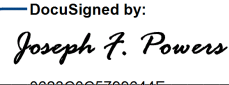
B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

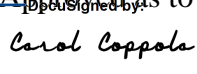
IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

WOODARD & CURRAN INC.:

DocuSigned by:

By: _____
A5E78AA6269F48C...
Name: Scott Medeiros
Type or Print
Title: Vice President

TOWN OF HARWICH:

DocuSigned by:

By: _____
0623C0C5799644E...
Interim Town Administrator

Approved as to Availability of Funds:
DocuSigned by:

_____ (\$33,500.00)
48C32039D33D434... Finance Director Contract Sum
014112/530900

519856/KOPE/0003

EXHIBIT A

Via Electronic Mail

December 15, 2020



Griffin Ryder, PE
Town Engineer
Town of Harwich
723 Main Street
Harwich, MA 02645
Email: gryder@town.harwich.ma.us

RE: Proposal for Professional Engineering Services, MS4 Permit FY2021 Compliance Program

Dear Mr. Ryder:

Woodard & Curran, Inc. is pleased to provide this proposal for professional engineering services in support of the Town of Harwich's MS4 Permit compliance program. As discussed with your office, the Town of Harwich is requesting assistance with additional NPDES MS4 General Permit (Permit) activities in FY2021. This work will help support Permit compliance activities beyond those outlined in Woodard & Curran's scope of work dated September 10, 2020 and agreement with the Town dated September 21, 2020.

SCOPE OF SERVICES

Woodard & Curran will complete the following tasks:

1. Stormwater Regulatory Review
2. Public Education and Outreach Support
3. DPW Operational Support
4. DPW Staff Training
5. MS4 Outfall Catchment Investigations
6. MS4 Mapping Support

The scope of services for the above tasks is discussed in more detail below.

Task 1: Stormwater Regulatory Review

In Permit Year 3, the MS4 General Permit requires communities to review and revise local stormwater management standards to be consistent with the Permit requirements. In October 2018 the Town adopted the "Comprehensive Stormwater and Illicit Discharge Regulations" (Regulations), which, in part, regulate stormwater discharges from construction sites under the Permit. Woodard & Curran understands that the Town has also recently developed the "Town of Harwich Comprehensive Stormwater and Illicit Discharge Regulations Local Stormwater Permit Application" (Application) that appears to fulfill some Permit requirements. The EPA proposed draft modifications to the 2016 MS4 Permit in December 2019 and these proposed modifications are anticipated to be finalized in FY21. The proposed modifications may require further updates to the Regulations by the end of Permit Year 3 (June 30, 2021).

Under this task, Woodard & Curran will review the Regulations and Application and provide recommendations to modify these documents (as needed) to meet Permit obligations. It is anticipated that this task will include one meeting with Town staff to review our recommendations for amendments.



A summary of Woodard & Curran's review and recommendations will be provided to the Town in a brief memorandum.

Assumptions:

- For our fee estimate, it is assumed that Woodard & Curran is not drafting modifications to the Regulations, present changes, or manage presentations or hearings for the Regulations.

Task 2: Public Education and Outreach Support

Woodard & Curran will assist the Town in developing education and outreach materials to meet Permit requirements. During preparation of the Town's most recent MS4 General Permit Annual Report submittal, Woodard & Curran identified the need for additional educational messages. Specifically, educational topics related to bacteria and nitrogen impairments need to be distributed within the specified timeframes. To complete this task, Woodard & Curran will develop specific educational messages and outreach materials for the Town to distribute to fulfill Permit obligations for these topics. These messages include the following:

- Annual messaging for distribution in the spring (April/May) encouraging the proper use and disposal of grass clippings;
- Annual messaging for distribution in the spring (April/May) encouraging the proper use of slow-release fertilizers; and
- Annual messaging for distribution in the fall (August/September/October) encouraging proper disposal of leaf litter.

Woodard & Curran will collaborate with the Town to develop the best approach to target the public, focusing on the format of messages and locations the messages will be distributed, to ensure a robust public audience for the messaging.

Woodard & Curran will provide an electronic draft of the educational materials for the Town's review and comment. We would appreciate comments within the educational material document(s) in red-line strikeout or comment format. Woodard & Curran will address applicable comments and provide final educational messages in electronic format. Additionally, we have budgeted for up to 12 hours to provide additional support, such as development of presentation materials and presentation of this information at a public forum selected by the Town.

Assumptions:

- Woodard & Curran will not produce or distribute the public education messages.
- If the effort under this task includes a presentation, we have assumed that it will be conducted virtually.

Task 3: DPW Operational Support

Woodard & Curran will provide support services to Town staff including, but not limited to, optimization of tasks required under the MS4 Permit Minimum Control Measure #6, Good Housekeeping and Pollution Prevention, such as street sweeping protocols and winter road maintenance activities. This task will focus on evaluating Town standard operating procedures (SOPs) and O&M data in order to provide recommendations for operations enhancements per MS4 requirements. Specifically, as part of this task, Woodard & Curran will collaborate with the Town to develop an optimized street sweeping protocol



targeting areas with roadways discharging to nitrogen-impaired waterbodies to meet increased street sweeping frequencies required in the Permit.

Under this task, Woodard & Curran will complete the following:

- Attend one (1) meeting with Town DPW and Engineering personnel targeted toward collecting relevant information to understand the Town's MS4 O&M program and procedures.
- Preparation of a memorandum of suggested revisions to SOPs (if any).
- Provide recommendations in a memorandum for operations enhancements to efficiently meet Permit obligations.

Woodard & Curran will provide the memorandums for Town's review and comment. We would appreciate comments within the document itself in red-line strike out or comment format. Woodard & Curran will address applicable comments and provide final documents in electronic format.

Assumptions:

- The meeting with Town DPW and Engineering personnel may be conducted virtually depending on COVID-19 related restrictions.
- The Town will provide relevant SOPs, if developed, related to street sweeping, catch basin cleaning, and winter road maintenance for Woodard & Curran's review.
- Woodard & Curran is not responsible for the revision of SOPs based on comments provided to the Town.

Task 4: DPW Staff Training

Woodard & Curran will conduct training sessions for staff in Engineering, Highways and Maintenance, and Water that may encounter illicit discharges or partake in municipal operations that have the potential to pollute stormwater during their day-to-day operations. This training is intended to help Town staff understand the Town's obligations under the Clean Water Act an MS4 General Permit, their role in the program, and what to look for in the field. Upon completion of the initial training, Woodard & Curran will provide the training in PowerPoint format to the Town for their use in future internal training sessions.

Under this task, Woodard & Curran will complete the following:

- Prepare training materials relevant to the Town to meet Permit requirements.
- Attend one (1) training session with Town personnel.

Assumptions:

- The training session facilitated by Woodard & Curran may not be attended by all targeted Town personnel. The Town will conduct subsequent training sessions with relevant personnel, if needed.

Task 5: MS4 Outfall Catchment Investigations

Under this task, Woodard & Curran will conduct MS4 outfall catchment investigations to meet the Illicit Discharge Detection and Elimination (IDDE) requirements in the Permit. The Permit requires inspection of key junction manholes and screening for potential illicit discharges. Based on our understanding of the Town's MS4 infrastructure, there is limited pipe connectivity to mapped outfalls. This may alter the scope of a traditional MS4 catchment investigation. In order to understand potential next steps, Woodard



& Curran will evaluate the results of outfall screening and field mapping activities previously conducted to determine if catchment investigation is warranted.

If catchment investigations are required, they will follow applicable procedures outlined in the Town's IDDE Program Plan and the U.S. Environmental Protection Agency (EPA) requirements for catchment investigations. Woodard & Curran will provide a memorandum describing the results of field activities and recommendations, as appropriate, for future illicit discharge investigations and/or illicit discharge elimination activities in electronic format.

Assumptions:

- This work will be completed on a time and materials basis to complete investigations to the best extent possible within the budgeted allowance.
- This outfall inspection effort may require traffic control to open and view the interior of manholes/catch basins upgradient of the outfall. It is assumed that Woodard & Curran will coordinate traffic control needs and scheduling, and that the Town will pay traffic control fees directly.
- Investigations shall be undertaken during dry conditions (or below freezing conditions) to minimize the potential for sampling groundwater or snowmelt baseflow. A lack of sufficient dry conditions may impact the schedule or ability to deliver this task to completion as described. Woodard & Curran will notify the Town if a lack of dry weather conditions appears to impact the schedule.
- Project coordination, scheduling, GIS coordination and data management, client and project management, public outreach support and supervision of field investigation activities have been included in this task.
- Woodard & Curran will review with the Town what the best approach should be to provide outreach to adjacent property owners in advance of the investigations. Woodard & Curran will support the development of outreach materials to be mailed, posted to the website or other media.

Task 6: MS4 Mapping Program Assistance

Under this task, Woodard & Curran will assist the Town with storm drain system map updates based on information obtained during MS4 outfall inspection and assessment activities that were conducted previously, the MS4 outfall catchment investigations described in Task 5, and additional information that may be identified by the Town during investigation of the MS4. Newly identified information and/or discrepancies with existing MS4 information will be integrated into GIS data layers.

Upon completion of this task, Woodard & Curran will provide a GIS database suitable for integration into the Town's GIS system as a deliverable.

Assumptions:

- This work will be completed on a time and materials basis to support GIS data updates within the budgeted allowance.

PROJECT SCHEDULE AND COST



Woodard & Curran is prepared to begin this work within two weeks of notice to proceed and all work is anticipated to be completed by June 30, 2021. The cost to complete this work is summarized below.

Task	Cost
1: Stormwater Regulatory Review	\$3,500
2: Public Education and Outreach Support	\$4,500
3: DPW Operational Support	\$5,000
4: DPW Staff Training	\$7,500
5: MS4 Outfall Catchment Investigations*	\$8,000
6. MS4 Mapping Support*	\$5,000
Total	\$33,500

*These tasks will be completed on a time and materials basis. All other tasks will be completed on a lump sum basis.

This work will be completed in accordance with both the Town's Agreement for Professional Engineering Services dated September 21, 2020 and Woodard & Curran's Standard Terms and Conditions dated September 10, 2020. If this proposal is acceptable to you, please sign this letter and the Standard Terms and Conditions and initial each page and return a copy for our files.

We greatly appreciate this opportunity to offer our consulting services and support the Town's MS4 Permit compliance program. Please feel free to call Scott Medeiros at 860-627-0314 or Rich Niles at 978-482-7891 if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.


 Scott Medeiros, PE
 Vice President

PN: 0233366.00


 Rich Niles
 Project Manager

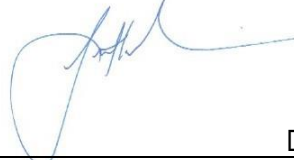
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.



AUTHORIZATION BY:

WOODARD & CURRAN, INC.

TOWN OF HARWICH, MA


 December 15, 2020

 Signature Date
 Scott Medeiros, PE

 Name (printed)
 Vice President

 Title

DocuSigned by:
Joseph F. Powers 1/12/2021

 Signature Date
 Joseph F. Powers

 Name (printed)
 Interim Town Administrator

 Title

TOWN OF HARWICH, MA

DocuSigned by:
Carol Coppola 1/12/2021

 Signature Date
 Carol Coppola

 Name (printed)
 Finance Director

 Title
 Approved as to the Availability of Funds

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1
ROBERT B. OUR COMPANY
SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: January 11, 2021

One Week Look Ahead (01/11/21-01/15/21)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace & RT 137 Pump Station Site

Two Week Look Ahead (01/18/21-01/22/21)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace & RT 137 Pump Station Site

Three Week Look Ahead (01/25/21-01/29/21)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace & RT 137 Pump Station Site

Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor’s actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations throughout the project area.

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #2

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

One Week Look Ahead (01/11-01/15)

- Sewer Crew #1
 - Continue work on Church Street North pump station (CD-3)

Two Week Look Ahead (01/18-01/22)

- Sewer Crew #1
 - Continue work on Church Street North pump station (CD-3)

Three Week Look Ahead (01/25-01/29)

- Sewer Crew #1
 - Continue work on Church Street South pump station (CD-2)

Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations throughout the project area.