

SELECTMEN'S MEETING AGENDA*
Monday, May 4, 2020, 6:30 P.M.

REMOTE PARTICIPATION ONLY
Public can access meeting at Channel 18 (Broadcasting Live)
OPEN PUBLIC FORUM

For those members of the public wishing to make comment you may do so by a combination of email and phone by;

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 Jane Doe"
 - b. Replace Jane Doe with your name - No need to add any more detail to email
2. Please wait until the Chairman has opened this agenda item for Open Public Forum
3. Dial: 872-240-3212
4. Enter Access Code: 174-359-821
5. Please be patient and eliminate any background noise
6. Callers will be taken in the order the emails are received
7. When your name is called use *6 to unmute yourself

I. **CALL TO ORDER**

II. **WEEKLY BRIEFING**

- a. COVID-19 Updates: Presenters: Joe Powers, Interim Town Administrator; Meggan Eldredge, Health Director

III. **NEW BUSINESS**

- a. Discussion and possible vote (to authorize the Chair to sign) for Master Services Agreement (MSA) with AECOM for continued EPA/DEP Municipal Separate Storm Sewer System (MS4) compliance support.
- b. Discussion and possible vote (to authorize the Chair to sign) to authorize Task 1 under the MSA in the amount of \$31,200 for FY'20 MS4 compliance support.
- c. Discussion and possible vote on matters related to COVID-19 impacts on staffing and programs including:
 - i. Seasonal staffing;
 - ii. Beach access;
 - iii. Beach fee and sticker sales;
 - iv. Disposal fees

IV. **OLD BUSINESS**

- a. Discussion on proposed 2020 Annual Town Meeting Warrant (scheduled for Monday, June 22, 2020):
 - i. Critical financial items including operating budget and capital plan articles;
 - ii. Citizen petitioned articles and possible postponement to a future Town Meeting

V. **OPEN PUBLIC FORUM**

- a. See dial in instructions above

VI. **TOWN ADMINISTRATOR'S REPORTS**

VII. **SELECTMEN'S REPORT**

VIII. **EXECUTIVE SESSION**

- a. Pursuant to MGL, c. 30A section 21 (a) paragraph 3 to discuss bargaining strategy for all town unions if an open session would have a detrimental effect on the town's bargaining position and the chair so declares

IX. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Patricia A. Macura, Admin. Secretary

Date: _____
April 28, 2020



MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, Town Engineer

CC: Carol Coppola, Finance Director
Robert Lawton, Interim Assistant Town Administrator

RE: Town of Harwich MSA Agreement with AECOM for Municipal Separate Storm Sewer System Engineering Services

DATE: May 1, 2020

Please find the attached Master Services Agreement (MSA) and Task Order Number 1 between the Town of Harwich and AECOM to provide Municipal Separate Storm Sewer System (MS4) Engineering Services for compliance with the United States Environmental Protection Act (EPA) and Massachusetts Department of Environmental Protection (DEP) MS4 regulatory program for endorsement by the Chairman of the Board of Selectmen (as voted by the Board).

AECOM has provided MS4 services to the Town for the past several years and provides a depth of knowledge both specific to the Town and pertaining to compliance with the EPA/DEP MS4 program. Task Order Number 1 will provide the Town with MS4 services for the 2020 Fiscal Year. The contract value for Task Order Number 1 is **\$31,200**.

The procurement of the MSA and Task Order Number 1 are exempt from procurement laws as they are for Engineering Services. However, the MSA and Task Order Number 1 have been reviewed, negotiated and agreed upon between the Town and AECOM with the support of respective legal counsels.

This MS4 regulatory support work for **\$31,200** has been budgeted and will be funded by the Engineering Department (Org 014112) Professional/Technical Services line item (Object 530900).

Please let me know if you have any questions.

MASTER DESIGN ENGINEERING SERVICES AGREEMENT

This Master Design Engineering Services Agreement ("Agreement"), effective this April _____, 2020, is by and between the Town of Harwich, a Commonwealth of Massachusetts municipality, ("Client"), and AECOM Technical Services, Inc., a California corporation in good standing in the Commonwealth of Massachusetts ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

RECITAL

WHEREAS Client has a need, from time-to-time, to access design engineering services involving multiple tasks for a single project or multiple tasks in support of multiple projects; and

WHEREAS AECOM is willing to provide such design engineering services to Client under the terms and conditions set forth herein based on the particulars of each task.

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

- 1.1 AECOM shall perform the services set forth in one or more specific task orders ("Task Orders"). **EXHIBIT A**, incorporated herein by reference, is the preferred form for such use.
- 1.2 The individual Task Orders will normally include the description of the project ("Project"); the scope of services to be performed under the specific Task Order ("Services"); the schedule for the performance of the Services ("Project Schedule"); deliverables to be provided under the Services ("Deliverables"); special terms and conditions unique to the specific Task Order ("Special Terms and Conditions"); and the designation of the primary representatives for each Party relating to the specific Task Order.
- 1.3 Intentionally Omitted.
- 1.4 It is the expressed intent of the Parties that this Agreement shall be made available to affiliates of AECOM; provided, however, that such affiliates are registered and are in good standing in the Commonwealth of Massachusetts. For the purposes of this Agreement, and as it applies to each Task Order, the term "AECOM" shall mean either AECOM as defined above or the affiliate identified in the Task Order, as applicable. The applicable Task Order shall clearly identify the legal name of the affiliate accepting the Task Order. All rights and responsibilities of AECOM under a Task Order executed by an AECOM affiliate shall belong exclusively to the affiliate; however, nothing herein shall limit or waive AECOM's obligations and responsibilities under this Agreement.

2. TERM OF AGREEMENT

- 2.1 Upon execution by the Parties, this Agreement shall have the effective date as set forth above and shall remain in force for a period of two years, unless sooner terminated as provided herein or extended in writing by the Parties.
- 2.2 If this Agreement is terminated for any reason, no new Task Orders may be issued, but any existing Task Orders shall remain in full force and subject to this Agreement until the Services under the respective Task Orders have been completed.
- 2.3 Individual Task Orders may be terminated on the same basis as this Agreement.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with ATTACHMENT 2 of the Task Order ("Compensation and Payment), incorporated herein by reference and attached hereto.
4. **NOTICE** Legal notice shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the applicable addresses set forth below:

TO CLIENT:

Harwich Engineering Department
732 Main Street
Harwich, MA 02645
Attn: Griffin Ryder, PE, Town Engineer

with a copy to the Project Manager, as specified in the applicable Task Order(s).

TO AECOM:

9 Jonathan Bourne Drive
Pocasset, MA 02559
Attn: Reggie Donoghue, Project Manager

Claims-related notices shall be copied to:
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. AECOM'S RESPONSIBILITIES

- 5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly process of the Project. AECOM shall remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, unless such representation or warranty is expressly set forth in an applicable Task Order(s).
- 5.2 AECOM will use commercially reasonable and diligent efforts, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

- 5.3 AECOM shall be responsible for its performance and that of AECOM's subconsultants and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for the construction work to be performed ("Work"), including without limitation (i) construction means, methods, techniques, sequences or procedures; (ii) direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the Work in accordance with any applicable construction contract.
- 5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.
- 5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the Work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the Work and for all safety precautions incidental thereto.
- 5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers, employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Third parties relying on such opinions do so at their own sole risk.
- 6. CLIENT'S RESPONSIBILITIES**
- 6.1 Client shall notify AECOM in writing of specific requirements and criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 6.2 Client shall furnish to AECOM all applicable information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly included in the required Services.
- 6.3 Client shall arrange for access and make provisions necessary for AECOM to enter upon public property as required for AECOM to properly perform the Services. Client shall reasonably assist AECOM in obtaining such access and provisions necessary to enter upon private property. Client shall disclose to AECOM any known hazards at the Project Site which may pose a threat to human health, property or the environment.
- 6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. **INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.
8. **CONFIDENTIALITY**
- 8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the written consent of Client, except to the extent reasonably believed necessary by AECOM for its proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.
- 8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and is not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action as Client deems appropriate to maintain the confidentiality of the Confidential Information.
- 8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control in accordance with applicable law.
9. **DATA RIGHTS**
- 9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon proper payment for the Services. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services requires the use of AECOM Intellectual Property, and to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable, royalty-free license to use and sublicense said AECOM Intellectual Property, solely and to the extent necessary, to achieve the purposes stated in ATTACHMENT 1 of the Task Order.
- 9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.
- 9.3 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in ATTACHMENT 1 of the Task Order.

- 9.4 AECOM understands and agrees that Client is subject to the Massachusetts Public Records Law and Client is therefore not liable hereunder for the release of any Deliverables in order to comply therewith.
10. **RECORD DRAWINGS** Client shall direct its applicable Project Manager to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated Information. Consistent with the Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.
11. **ELECTRONIC FILES**
- 11.1 Electronic files to be delivered under this Agreement contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, the electronic files delivered under this Agreement are not Contract Documents.
- 11.2 The electronic files were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.
- 11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.
- 11.4 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files.
12. **CERTIFICATIONS**
- 12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.
- 12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) require AECOM to make a certification that would exceed what may reasonably be expected from firms of similar experience and expertise providing services of a similar nature. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

- 12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.
13. **CHANGED SITE CONDITIONS** The unexpected discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information reasonably available to AECOM or that should have been foreseen or expected by AECOM may constitute a changed site condition. To the extent that such changed site condition materially increases the health and safety risks associated with the Services or requires AECOM to perform services materially different or materially in excess from those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related satisfactorily completed Services up through the date of such termination.
14. **MATERIALS AND SAMPLES** Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.
15. **COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").
16. **FORCE MAJEURE** Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for services already performed, if such delay is caused by events beyond the reasonable control of the claiming party, including, but without limitation to, acts of God, abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, riots, strikes, lockouts or other industrial disturbances, health emergencies, discovery of hazardous materials, differing or unforeseeable site conditions except as contemplated herein, directly impacting the work hereunder, or any other events or circumstances directly related thereto not within the reasonable control of the party affected (a "Force Majeure Event"). For the avoidance of doubt, Force Majeure Events includes the outbreak. The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement, and to the extent known shall so state in writing the complete impact of such Force Majeure Event specifically related to this Agreement. Upon receipt of such written application, AECOM shall be entitled to a reasonable equitable adjustment to the project schedule. If the parties cannot mutually agree to an equitable adjustment to schedule and compensation, either party shall have the right to terminate this Agreement. Should a Force Majeure Event prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM may terminate this Agreement in which case AECOM shall be entitled to compensation for those satisfactory Services performed as of the date of termination as evidenced by a complete and satisfactory invoice submitted to Client.
17. **INSURANCE**
- 17.1 AECOM will maintain the following insurance coverages and amounts:
- 17.1.1 Workers Compensation insurance as required by Law;
- 17.1.2 Professional Liability - \$1,000,000 per claim with a \$3,000,000 aggregate
- 17.1.3 General Liability - \$1,000,000 per claim with a \$3,000,000 aggregate. The Town should be named as an "Additional Insured"

17.1.4 Automotive Liability - \$1,000,000 Bodily Injury and Property Damage Single Limit per accident. The Town should be named as an "Additional Insured"

17.1.5 Umbrella Liability - \$2,000,000 per occurrence with a \$2,000,000 Annual aggregate.

The Town should be named as an "Additional Insured" on all policies required hereunder and all such policies shall provide that the Town with thirty (30) days' prior written notice of any cancellation, amendment or modification of any policy required hereunder.

18. INDEMNITY

- A. **General Liability:** AECOM shall indemnify, defend and hold harmless the Client 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 or due to the acts or omissions of AECOM, its employees, agents, subcontractors or representatives.
- B. **Professional Liability:** AECOM shall indemnify, defend and hold harmless the Client from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the errors or omissions of AECOM, its employees, agents, subcontractors or representatives.

18.1 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Contractors are required to provide to Client relating to their work.

19. WAIVER OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

20. RISK ALLOCATION & RESTRICTION OF REMEDIES THE PARTIES MAY EVALUATE THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. THE PROVISIONS OF THE FOLLOWING SENTENCE ONLY APPLY AS TO THE FIRST TASK ORDER GRANTED HEREUNDER: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER EACH TASK ORDER AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$1,000,000 OR THE ACTUAL PAID COMPENSATION UNDER SUCH TASK ORDER, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW. ANY SUCH RISK ALLOCATION OR RESTRICTION OF REMEDIES SHALL BE SET FORTH IN ATTACHMENT 1, PARAGRAPH 4 OF THE APPLICABLE TASK ORDER.

21. DISPUTE RESOLUTION

- 21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.
- 21.2 If the Parties cannot resolve the dispute through negotiation, either Party may submit such dispute to a court of competent jurisdiction located in the Commonwealth of Massachusetts.

22. GOVERNING LAW

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the Commonwealth of Massachusetts, (the "State") without giving effect to any laws, rules or provisions of the State that would cause the application of the laws rules or provisions of any jurisdiction other than the State.

23. TERMINATION

- 23.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. Upon termination, AECOM will be paid for all Services completely and satisfactorily performed up through the date of such notice.
- 23.2 This Agreement may be terminated for cause by either Party if the other Party substantially fails to perform its obligations under this Agreement or any Task Order(s), does not commence correction of such non-performance within 5 business days of receipt of written notice and, if not reasonably possible to correct within said time, then fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

24. ASSIGNMENT AND SUBCONTRACTING

- 24.1 Neither Party may assign this Agreement without the written consent of the other Party.
- 24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies that have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client, so long as AECOM is not in breach of the terms of this Agreement; provided, however, that such affiliates are registered and are in good standing in the Commonwealth of Massachusetts.

25. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties, any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

26. WAIVER No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different ~~breach~~

27. **SEVERABILITY AND SURVIVAL** Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certifications), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Dispute Resolution), 22 (Governing Law), 24 (Assignment and Subcontracting), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be deemed automatically so revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent. Without limiting the foregoing, the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.
28. **PREPARATION OF THE AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. The Parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law, such court shall not construe this Agreement or any portion hereof against either Party as the drafter of this Agreement.
29. **SIGNATURES** Each Party warrants that the person executing this Agreement has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
30. **ORDER OF PRECEDENCE**
- Executed written amendments to this Master Design Engineering Services Agreement Master Design Engineering Services Agreement, Article 31
 - Master Design Engineering Services Agreement, Articles 1 through 30 and 32
 - Executed Task Orders
 - Other contract documents

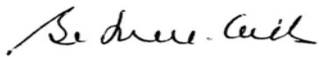
31. SPECIAL TERMS & CONDITIONS.

None

32. ENTIRE AGREEMENT This Agreement contains all of the promises representations and understanding of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties.

AECOM Technical Services, Inc.

CLIENT: Town of Harwich



Signature

Signature

Betsy Shreve

Printed Name

Printed Name

Vice President

Printed Title

Printed Title

April 27, 2020

Date

Date

Address
250 Apollo Drive
Chelmsford, MA 01824

Address
732 Main Street
Harwich, MA 02643

(End of page)

AECOM Project Name: _____
 AECOM Project No.: _____
 Task Order No.: _____

EXHIBIT A

SAMPLE TASK ORDER FORM

This Task Order No. ____ ("Task Order"), with an effective date of _____, 20__, is issued under the Master Design Engineering Services Agreement ("Agreement") dated _____, 20__ by and between _____ ("Client") and _____ a _____ corporation. ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

The Parties agree as follows:

1. Upon execution by the Parties, this Task Order is hereby incorporated by reference into the Agreement.
2. The following Attachments are hereby incorporated into this Task Order by reference:
Attachment 1 Task Order Services, Schedule and Deliverables
Attachment 2 Task Order Compensation
3. **Project Managers** The respective project managers of the Parties shall be (please print) and are to be included in any Notice under Article 4 of the Agreement as it relates to this Task Order:

AECOM:

Name	
Title	
Phone Number	
Email Address	

Client:

Name	
Title	
Phone Number	
Email Address	

- 4 All other terms and conditions of the Agreement remain unchanged.
- 5 Each Party represents that the person executing this Task Order has the necessary legal authority to do so on behalf of the respective Party.

Insert Client's Name
Date

AECOM Technical Services, Inc.

CLIENT: _____

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

(End of page)

AECOM Project Number: _____
AECOM Project Name: _____
Task Order No.: _____

Attachment 1

Task Order Services, Schedule and Deliverables (Sample)

1. Services:

2. Schedule:

3. Deliverables:

4. Task Order Special Terms and Conditions Only Applicable to this Task Order:

(End of page)

AECOM Project Number: _____
 AECOM Project Name: _____
 Task Order No.: _____

Attachment 2

Compensation and Payment (Sample)

1. COMPENSATION The Services set forth in **Attachment 1** will be compensated on the following basis:

Advance retainer of (\$ *Numerical Amount*) The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Time & Material • See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed {"NTE"} amount of {\$ *Numerical Amount*. The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$ <i>Numerical Amount</i>

Cost Plus Fixed Fee: [Cost \$ *Numerical Amount* and Fee \$ *Numerical Amount*

Other:

2. RATE SCHEDULE Compensation shall be based on the following Hourly Labor Rate Schedule:

2.1 HOURLY LABOR RATE SCHEDULE

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

2.2 **OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 **ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories, as demonstrated in writing to Client. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. **REIMBURSABLE EXPENSES** Reimbursable expenses and actual expenditures reasonably incurred by AECOM and approved by Client for goods, travel expenses and vendor services in support of the performance of the Services and will be billed at the actual cost to AECOM plus 5 percent (5%) to cover related administrative costs. To the extent practicable, AECOM shall notify Client in writing prior to incurring such expenses and shall identify the nature of and reasons for the expense and estimated cost. Client shall have five (5) business days to notify AECOM for any disputes or concerns with respect to the anticipated expenses. Supporting documentation reflecting the nature and actual cost of the expense shall be provided to Client upon request.

4. **CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Compensation and/or terms and conditions of this Task Order.

5. **INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of any invoice, it shall notify AECOM of the amount in dispute and the reason for Client's objection within 15 days of receipt of invoice, setting forth the basis of the dispute and shall pay the undisputed portion of the invoice consistent with the requirements of this Agreement.

6. PAYMENT

6.1 If payment is based on an NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.0% per month on the unpaid balance and AECOM may then suspend the Services pending receipt of such undisputed payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 60 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 60 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to a reasonably demonstrative equitable adjustment for actual costs and schedule to compensate AECOM for out-of-pocket expenses actually incurred as a result of such interruption and resumption of the Services; provided, however, that AECOM shall make diligent efforts to cancel or suspend the procurement of goods and vendors or travel arrangements upon learning of the suspension.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Client is tax-exempt and will provide certificates upon execution of this Agreement, if so requested by AECOM in writing.

Client shall make payments to AECOM using one of the following methods:

6.5.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.5.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.5.3 WIRE TRANSFER:

Account Name: AECOM Technical Services,
Inc. Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY
10001 Account Number:
5800937020
ABA Routing Number:
026009593 SWIFT Code:
BOFAUS3N

6.5.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at
cashappsremittance@aecom.com

(End of page)

TASK ORDER

This Task Order No. __1_ (“Task Order”), with an effective date of April__2020, is issued under the Master Design Engineering Services Agreement (“Agreement”) dated April____, 2020 by and between the Town of Harwich (“Client”) and AECOM Technical Services, Inc., a California corporation. (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

The Parties agree as follows:

1. Upon execution by the Parties, this Task Order is hereby incorporated by reference into the Agreement.
2. The following Attachments are hereby incorporated into this Task Order by reference:

Attachment 1 Task Order Services, Schedule and Deliverables

Attachment 2 Task Order Compensation

3. **Project Managers** The respective project managers of the Parties shall be (please print) and are to be included in any Notice under Article 4 of the Agreement as it relates to this Task Order:

AECOM:

Name	Jennifer Doyle-Breen
Title	Project Manager
Phone Number	978 905 2968
Email Address	Jennifer.Doyle-Breen@aecom.com

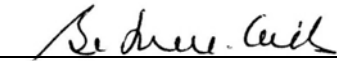
Client:

Name	Griffin Ryder, PE
Title	Town Engineer
Phone Number	508 430-7508
Email Address	gryder@town.harwich.ma.us

- 4 All other terms and conditions of the Agreement remain unchanged.
- 5 Each Party represents that the person executing this Task Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: TOWN OF HARWICH



Signature

Signature

Betsy Shreve

Printed Name

Printed Name

Vice President

Printed Title

Printed Title

April 27, 2020

Date

Date

Address
250 Apollo Drive
Chelmsford, MA 01814

Address
732 Main Street
Harwich, MA 02645

(End of page)

Attachment 1

Task Order Services, Schedule and Deliverables (Sample)

1. Services:

<p>The tasks AECOM will perform under Task Order 3 are identified below.</p> <p>Stormwater Pollution and Prevention Plan (SWPPPs)</p> <p>AECOM will prepare SWPPPs for the Harwich Landfill and Department of Public Works Facility (a total of two SWPPPs) in accordance with regulatory requirements as outlined in the April 2016 US EPA/MassDEP NPDES General Permit for Small Municipal Separate Storm Sewer Systems (MS4). The Town of Harwich is expected to furnish AECOM with all relevant information and documents to prepare the SWPPPs. AECOM will provide the Town with a draft version of the SWPPPs for review and comment prior to finalization.</p> <p>Additional MS4 Mapping</p> <p>AECOM services will consist of one field day to locate structural BMPs and open ditches/conveyances using GPS and add these features to the Town’s GIS MS4 database in accordance with regulatory requirements as outlined in the April 2016 US EPA/MassDEP NPDES General Permit for Small Municipal Separate Storm Sewer Systems (MS4). The Town will provide a staff person to accompany AECOM staff in field to collect GPS data.</p> <p>Operation and Maintenance (O&M) Plans</p> <p>AECOM services will consist of preparing two O&M Plans - one for Town-owned buildings (non-highway) and one for open spaces. The O&M Plans will be prepared in accordance with regulatory requirements as outlined in the April 2016 US EPA/MassDEP NPDES General Permit for Small Municipal Separate Storm Sewer Systems (MS4). AECOM will coordinate with the Town Engineer to obtain information necessary for inclusion in the O&M Plans. AECOM will provide the Town with a draft version of the O&M Plans for review and comment prior to finalization.</p>
--

2. Schedule:

<p>Assuming that an NTP is issued by May 1, 2020, the following schedule will be maintained:</p> <ol style="list-style-type: none"> 1. Field Work will be completed by June 24, 2020 and GIS database update will be completed by June 30, 2020. 2. Draft SWPPPs and O&M Plans will be provided to Town by June 15, 2020. 3. Final SWPPPs and O&M Plans will be provided to Town within one week of receipt of comments.

3. Deliverables:

1. Updated GIS Database and MS4 Infrastructure Map
2. Two Draft and Final SWPPPs
3. Two Draft and Final O&M Plans

4. Task Order Special Terms and Conditions Only Applicable to this Task Order:

None

(End of page)

Attachment 2

Compensation and Payment (Sample)

1. **COMPENSATION** The Services set forth in **Attachment 1** will be compensated on the following basis:

[] Advance retainer of [\$] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

[] Time & Material - See Section 2.1 for Hourly Labor Rates

[X] Time and Materials with a Not-to-Exceed ("NTE") amount of (\$ 31,200). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

[] Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

[] Cost Plus Fixed Fee: [Cost \$ Numerical Amount and Fee \$ Numerical Amount]

[] Other:

--

2. **RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

Intentionally Omitted

2.1 **HOURLY LABOR RATE SCHEDULE**

Charges will be billed at actual labor rates times a multiplier of 2.8	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

2.2 OTHER HOURLY LABOR RATE CATEGORIES If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories, as demonstrated in writing to the client. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. REIMBURSABLE EXPENSES Reimbursable expenses and actual expenditures reasonably incurred by AECOM and approved by Client for goods, travel expenses and vendor services in support of the performance of the Services and will be billed at the actual cost to AECOM plus five percent (5%) to cover related administrative costs. To the extent practicable, AECOM shall notify Client in writing prior to incurring such expenses and shall identify the nature of and reasons for the expense and estimated cost. Client shall have five (5) business days to notify AECOM for any disputes or concerns with respect to the anticipated expenses. Supporting documentation reflecting the nature and actual cost of the expense shall be provided to Client upon request.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Compensation and/or terms and conditions of this Task Order.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of any invoice, it shall notify AECOM of the amount in dispute and the reason for Client's objection within 15 days of receipt of invoice, setting forth the basis of the dispute and shall pay the undisputed portion of the invoice consistent with the requirements of this Agreement.

6. PAYMENT

6.1 If payment is based on a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within [30] days of receipt without holdback or retention. Undisputed amounts remaining unpaid [30] days after the invoice date shall bear interest at the rate of 1.0% per month on the unpaid balance and AECOM may then suspend the Services pending receipt of such undisputed payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than [60] days, AECOM shall be paid for all Services performed prior to the effective date of suspension within [60] days of such suspension. Upon resumption of the Project, AECOM shall be entitled to a reasonably demonstrative equitable adjustment for actual cost and schedule to compensate AECOM expenses actually incurred as a result of such interruption and resumption of the Services; provided, however, that AECOM shall make reasonable efforts to cancel or suspend the procurement of goods and vendors or travel arrangements upon learning of the suspension.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.5 Client shall make payments to AECOM using one of the following methods:

6.5.1 AECOM LOCKBOX:

[AECOM Technical Services, Inc.]
1178 Paysphere Circle

Chicago, IL 60674

6.5.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.5.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.5.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: April 27, 2020

RE: FY 21 Disposal Area Fee Recommendations

I need to begin this correspondence with the following disclaimer: I am acutely aware that now is not the time to discuss raising fees on residents given the COVID-19 crisis. However, it has been 5 years (July 1, 2015) since the last increase in residential sticker costs, which was also due to a new Municipal Solid Waste (MSW) contract.

After conducting an analysis of our own expenses and a survey of disposal fees in the towns of Barnstable, Chatham, Orleans, Dennis and Yarmouth, I would like to recommend that the Board of Selectmen consider taking the following action:

- Increase Residential Sticker fee from \$160 to \$180
- Increase Non-Resident Sticker fee from \$180 to \$200
- Increase Recycle Only from \$20 to \$50

The attached FY 21 Full Cost Accounting Analysis of Disposal Area Services includes all the direct costs of providing residential services such as MSW tip fees, fuel, utilities, salaries and other expenses. It also includes indirect costs such as equipment depreciation, employee fringe benefits and salaries allocated from other DPW personnel (administration & vehicle maintenance) that support Disposal Area functions.

My analysis indicates that the Residential Sticker price should be \$184 to accurately reflect the expenses associated with providing residents with solid waste and recycling services. The primary driver in this increase is the expiration of the five year contract we had with New Bedford Waste Services (NBWS) at \$60 per ton, with the new contracts with SEMASS and NBWS being \$90 and \$93.75 per ton respectively. The Municipal Solid Waste (MSW) industry in Massachusetts has experienced significant reduction of disposal capacity over the last year that has driven costs up sharply.

Although the attached spreadsheets break all the Disposal Area costs into categories, a simple way to view the requested increase is this: The average household produces 1.25 tons of MSW per year. The new contract increased the Town's cost by \$30 per ton. That

math yields an increase of \$37.50 per year. I am currently recommending a \$20 increase to minimize the impact to our residents and because despite the COVID-19 crisis, commercial business at the Disposal Area has been strong, offsetting the immediate need to increase costs more than the recommended \$20 per permit.

The recommendation to increase the Non-Resident Sticker is to maintain the premium we have historically charged for this service. This is a low volume item with only 145 being purchased this fiscal year.

The Recycle Only sticker increase is entirely due to the recycle markets being in utter turmoil and prices being at historical lows. Although the recommended \$30 increase does not put this function entirely in balance, it is another low volume item with only 325 being purchase this year.

While the survey of surrounding communities suggests that Harwich's C&D price may appear low, our real competitors for this commercial component are the Town of Yarmouth, S&J Exco (Dennis) and Paul Daniels (Orleans). Since the other communities do not handle commercial quantities of this material, our price is based on the price charged by our competitors and not the surrounding communities' prices.

All other items are priced according to their cost of handling and disposal and appear mostly consistent with other municipalities.

Thank you for your consideration in this matter.

Cc: Joe Powers, Acting Town Administrator

Attachments: Cost Basis of Primary and Secondary Stickers
FY 21 Full Cost Accounting Analysis of Disposal Area Services
FY 21 Surrounding Community Disposal Area Fees
Depreciation Schedule, Disposal Area Revenue

Cost Basis of Primary Stickers

Residential Sticker Expenses			\$1,139,956
Less Revenue from Recycle / Prorated / Non Resident / Daily Pass			(\$107,570)
Less Revenue from the sale of recyclables (estimate)			(\$42,564)
Less Revenue from Secondary Sticker	1549 @ \$25		<u>(\$38,725)</u>
Cost to be covered by Primary Stickers			\$951,097
Divided by FY20 Primary Sticker Sales		÷	5,161
			\$184

Cost Basis of Secondary Stickers

Residential Sticker Expenses			\$1,139,956
Less Revenue from Primary Stickers			
FY20 Stickers Sold	5,161 @ \$184	=	(\$951,097)
Less Revenue from Recycle Only / Prorated / Daily Pass Sales			(\$107,570)
Less Revenue from the sale of recyclables (estimate)			<u>(\$42,564)</u>
Costs Not Covered by Primary Sticker Sales			\$38,725
Divided by FY20 Secondary / Additional Stickers		÷	<u>1549</u>
Cost per Additional Sticker			\$25

FY21 Full Cost Accounting Analysis of Disposal Area Services

45%

55%

Expenses	Residential Sticker Services *	Fee Based / Commercial Services **	Total	Notes
MSW	\$450,099	\$550,121	\$1,000,220	FY21 Request
C&D		\$993,255	\$993,255	FY21 Request
Tires Recycling		\$3,000	\$3,000	FY21 Request
Wood Chipping		\$12,000	\$12,000	FY21 Request
Transfer Station Runoff	\$900	\$1,100	\$2,000	FY21 Request
Paint Disposal	\$5,000		\$5,000	FY21 Request
Propane Tank		\$1,000	\$1,000	FY21 Request
Freon Removal		\$13,500	\$13,500	FY21 Request
Television Recycling		\$15,000	\$15,000	FY21 Request
Gasoline Recycling	\$2,775		\$2,775	FY21 Request
Mattress Disposal		\$12,000	\$12,000	FY21 Request
Antifreeze Recycling	\$500		\$500	FY21 Request
Household Hazardous Waste Collection	\$14,000		\$14,000	FY21 Request
Post-Closure Costs	\$3,150	\$3,850	\$7,000	FY21 Request
Uniforms, t-shirts, etc...	\$3,914	\$4,784	\$8,699	22% of FY21 Request
Electricity	\$6,912	\$8,448	\$15,360	FY21 Request
Gas Utility	\$1,755	\$2,145	\$3,900	FY21 Request
Repairs-Scale		\$4,000	\$4,000	FY21 Request
Transfer Station Repairs	\$2,250	\$2,750	\$5,000	FY21 Request
Medical	\$665	\$812	\$1,477	22% of FY21 Request
Telephone/Alarm	\$1,460	\$1,785	\$3,245	FY21 Request
Office Supplies	\$540	\$660	\$1,200	15% of FY21 Request
Custodial Supplies	\$563	\$688	\$1,250	10% of FY21 Request
Diesel Fuel	\$45,180	\$55,220	\$100,400	Est. 40,000
Vehicle Parts & Supplies	\$32,288	\$39,463	\$71,750	35% of FY21 Request
Public Works Supplies	\$5,850	\$7,150	\$13,000	20% of FY21 Request
LPR Yearly Support	\$3,500		\$3,500	FY21 Request
Capital Equipment Depreciation	\$32,770	\$40,052	\$72,821	See attached depreciation schedule
Salaries and Wages	\$303,886	\$371,416	\$675,301	FY21 Request
Salaries Allocated from DPW Personnel	\$103,645	\$126,677	\$230,322	40% Administrative / 45% Mechanic Salaries
Employee Fringe	\$118,355	\$144,657	\$263,012	45% of FT Wage
Total	\$1,139,956	\$2,415,531	\$3,555,487	

*Residential includes anything where no user fee is charged

** Fee based services include everything where a user fee is charged

FY18 Revenue

\$3,110,693

FY19 Revenue

\$3,372,701

FY21 Surrounding Community Disposal Area Fees

MATERIAL	***FY20 BARNSTABLE	***FY20 CHATHAM	DENNIS	***FY20 ORLEANS	***FY20 YARMOUTH	AVERAGE	FY20 HARWICH
Residential Sticker	\$ 250.00	\$ 120.00	\$ 182.00	\$ 140.00	\$ 162.00	\$ 170.80	\$ 160.00
2nd Sticker	\$ 25.00	\$ 25.00	\$ 20.00	\$ 20.00	\$ 81.00	\$ 34.20	\$ 25.00
No Sticker Fee (assuming 3 bags)*	\$ 20.00	\$ 5.00	\$ 22.00	\$ 6.00	\$ 15.00	\$ 13.60	\$ 10.00
C&D**	\$ 200.00	\$ 190.00	\$ 175.00	\$ 225.00	\$ 145.00	\$ 187.00	\$ 155.00
Commercial MSW**	N/A	\$ 90.00	N/A	\$ 125.00	N/A	\$ 107.50	\$ 120.00
Metal**	\$ 35.00	\$ 65.00	\$ 10.00	\$ 40.00	\$ 65.00	\$ 43.00	\$ 60.00
Brush**	N/A	\$5-\$48 per trip	\$ 70.00	\$15-\$80 per load	\$ 65.00	\$ 67.50	\$ 60.00
Commercial Compost**	\$75 per load	\$ 50.00	\$ 40.00	\$ 20.00	N/A	\$ 36.67	\$ 40.00
Computer Monitors	\$ 5.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 13.00	\$ 10.00
Tire	\$ 2.00	\$ 10.00	\$ 5.00	\$ 5.00	\$ 1.00	\$ 4.60	\$ 3.00
Tire with Rim	\$ 3.00	\$ 10.00	\$ 5.00	\$ 10.00	\$ 3.00	\$ 6.20	\$ 3.00
Refrigerator	\$ 15.00	\$ 15.00	\$ 10.00	\$ 20.00	\$ 18.00	\$ 15.60	\$ 15.00
Mattress/ Box Spring	\$ 30.00	\$ 30.00	\$ 20.00	\$ 15.00	\$ 15.00	\$ 22.00	\$ 15.00
TV	\$ 22.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 16.40	\$ 15.00
Couch	\$ 20.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 16.00	\$ 15.00
Chair	\$ 20.00	\$ 5.00	\$ 10.00	\$ 15.00	\$ 15.00	\$ 13.00	\$ 10.00
White Goods	\$ 10.00	\$ 15.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 11.00	\$ 10.00
Microwave	\$ 10.00	\$ 15.00	\$ 5.00	\$ 5.00	\$ 10.00	\$ 9.00	\$ 10.00
Air Conditioner	\$ 15.00	\$ 15.00	\$ 5.00	\$ 15.00	\$ 18.00	\$ 13.60	\$ 15.00
Water Heater	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Gas Grill	\$ -	\$ 5.00	\$ -	\$ 5.00	\$ 10.00	\$ 4.00	\$ 5.00
Bike	\$ -	\$ 5.00	\$ -	\$ 5.00	\$ 10.00	\$ 4.00	\$ 5.00
Lawnmower	\$ -	\$ 5.00	\$ -	\$ 5.00	\$ 10.00	\$ 4.00	\$ 5.00
Propane Tank 20#	\$ 5.00	\$ 5.00	\$ -	\$ 5.00	\$ 10.00	\$ 5.00	\$ 5.00

* Chatham and Dennis charge a per bag fee

** These items are represented in a per ton cost

*** Barnstable, Chatham, Orleans & Yarmouth only have FY20 information available

Paul S. Daniels C&D \$185/ton, \$35 min.

S&J Exco Inc. C&D \$175/ton

Depreciation

	Purchase Price	Depreciation Per Year	Remaining Depreciation	Remaining Depreciation Per Year
2012 MSW Trailer	\$48,575	\$4,858	\$14,573	\$4,858
2018 MSW Trailer	\$69,999	\$7,000	\$48,999	\$7,000
2018 C&D Trailer	\$69,101	\$6,910	\$55,281	\$6,910
2009 Roll Off Truck (15 year)	\$148,844	\$9,923	\$39,692	\$9,923
Transfer Station Overhaul (25 yr)	\$250,000	\$10,000	\$210,000	\$10,000
2016 Mack Tractor (15 yr)	\$138,750	\$9,250	\$101,750	\$9,250
2017 Mack Tractor (15 yr)	\$138,750	\$9,250	\$111,000	\$9,250
2017 Siding/Gutters (25 yr)	\$95,400	\$3,816	\$83,952	\$3,816
2017 L90H Loader (15 yr)	\$177,225	\$11,815	\$141,780	\$11,815
Total	\$1,511,378		\$807,026	\$72,821

Disposal Area Revenue

	FY18	FY19	FY20 to date
Gate Receipts ***	\$2,100,769	\$2,400,146	\$1,601,996
Sticker Revenue	\$894,280	\$896,360	\$903,609
Recycling Revenue	\$115,644	\$76,195	\$32,579
Total Revenue	\$3,110,693	\$3,372,701	\$2,538,184

* FY20 to date Sticker Revenue from Sticker Tracker 6/1/19 - 3/11/20