

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Regular Meeting 6:30 P.M.

Monday, October 15, 2018

**As required by Open Meeting Law, you are hereby informed that the Town will be video and audio taping as well as live broadcasting this public meeting. In addition, anyone in the audience who plans to video or audio tape this meeting must notify the Chairman prior to the start of the meeting.*

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. WEEKLY BRIEFING

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

V. CONSENT AGENDA

A. Approve Minutes –

1. June 13, 2018 Regular Meeting
2. September 17, 2018 Regular Meeting
3. September 24, 2018 Regular Meeting

B. Reappoint James Mangan to Council on Aging as full member with term to expire June 30, 2019 (*name previously omitted from reappointment list*)

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

A. Annual Meeting

1. Bikeways Committee
2. Voter Information Committee
3. Traffic Safety Committee

VII. NEW BUSINESS

- A. Support of historic designation of West Harwich School Building
- B. West Harwich School Building RFP discussion
- C. DHY Clean Waters discussions – participation by Selectman Howell
- D. Board of Selectmen Goals and Objectives

VIII. CONTRACTS

- A. Approval of Agreement with CDM Smith Inc. for Cold Brook Nitrogen Attenuation Project in the amount of \$119,800 – authorize Town Administrator to sign
- B. Amendment #1 - Wastewater Program Phase 2 Engineering Services During Construction – *D. Young, CDM Smith*
- C. Vote to adopt Green Communities Energy Reduction Plan

IX. OLD BUSINESS

- A. Economic Development Committee status

X. TOWN ADMINISTRATOR'S REPORT

- A. DHY Clean Waters Partnership Meeting – Dennis COA, October 25, 2018 at 6:00 p.m.
- B. Departmental Reports

XI. SELECTMEN'S REPORT

- A. Housing Trust Membership

XII. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____

Town Clerk

Ann Steidel, Admin. Secretary

Date: _____
October 11, 2018

**MINUTES
SELECTMEN'S MEETING
TOWN HALL LIBRARY
MONDAY, JUNE 13, 2018
4:00 P.M.**

SELECTMEN PRESENT: Ballantine, Howell, Kavanagh

OTHERS PRESENT: Town Administrator Christopher Clark

Chairman Kavanagh called the meeting to order at 4:00 p.m.

I. Brooks Free Library Exterior Restoration Contract – *discussion and vote to approve*

Mr. Ballantine moved to approve the Brooks Free Library Exterior Restoration Contract (attached) consistent with reasonable and responsive bidder, and signed by KP Law and the Finance Director. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

II. Other Business

No other business was taken up.

III. Adjournment

Mr. Howell moved to adjourn at 4:15. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, SEPTEMBER 17, 2018
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Howell, Kavanagh, MacAskill, McManus

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Evan Melillo, Chief Clarke, Deputy Chief Gagnon, John Rendon, Carolyn Carey, Amy Usowski, Cyndi Williams, Noreen Donahue, and others.

WEEKLY BRIEFING

Chief Clarke reported that Firefighters Ford and L'Etoile are on the rescue team that was deployed to North Carolina for Hurricane Florence. He provided an update on Fire Station 2 construction and noted that they will be conducting an active shooter drill at the Elementary School on Saturday.

Mr. McManus reported that the Cranberry Festival was very well attended and they had the largest number of craft vendors and food trucks ever. He thanked all those involved.

CONSENT AGENDA

- A. Approve application for Hawkers & Peddlers license for Pilgrim Lodge to sell Christmas trees at 9 Sisson Road and waive associated \$60 fee
- B. Approve disbursement from Cable Fund in the amount of \$17,378 for purchase of upgraded equipment for Small Hearing Room at Town Hall

Mr. McManus moved approval of the Consent Agenda. Mr. Howell seconded the motion. Mr. MacAskill said he had questions on Item B and the Board agreed to take it up under the "Contracts" section of the agenda. Mr. Howell withdrew his second. Mr. McManus moved to only approve Item A on the Consent Agenda. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

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

- A. Presentation – Wastewater Support Committee updates – *Peter Hughes*
 - 1. Review/timing of Homeowner Connection Guidebook
 - 2. Grinder Pump Considerations
 - 3. County septic loan program & draft proposed Sewer Connection Financial Assistance Plan – *Noreen Donahue*

Mr. Hughes, Wastewater Support Committee Chair, reviewed above referenced Items 1 and 2. Ms. Donahue reviewed above-referenced Item 3. The Board had extensive discussions about these items which are available on the Town website. Mr. Hughes and Ms. Donahue took questions and comments from the Board. Mr. Hughes asked the Board to send any him comments they may have on Item 1 and noted that the documents will be available at the October 3rd wastewater meeting. The Board took comments from Arthur Marley and Peter LaPointe of Harden Lane.

At this time, per Mr. McManus' request, the Board agreed to take up Item B5 under "Old Business" – "Dennis/Harwich/Yarmouth Agreement – John Giorgio, KP Law & Dave Young, CDM Smith." The Board took comments from Paul McCormick of the Dennis Board of Selectmen who noted their Board unanimously passed the agreement documents last night. Attorney Giorgio and Mr. Young discussed concerns related to this item including transparency issues, estimated costs, incurring debt, the specificity of the Town Meeting vote, the organization of the partnership entity, appropriation of money and borrowing, cost to taxpayers, flow proportions, the timeline, and public input.

Mr. Howell discussed the partnership entity described in the legislation and said it doesn't allow for participation by everybody. He said the bottom line is the entity will have taxing and eminent domain authority, they can buy and sell property, and they can assess each of the member towns. He said he is opposed to this legislation as long as it creates this extra body outside the government and he reserves the right to speak at Town Meeting in opposition of this if it gets that far. Mr. Young said he isn't in disagreement with Selectman Howell in the context he has put it, but said he would like to add that the Yarmouth Selectmen have already voted to approve the legislation subject to any changes coming back from legislative counsel and the thing to remember is that the Town still controls roughly 70% of the money required to implement the wastewater program and this separate partnership would have nothing to do with how that's paid for in the local community, that's all in the Board's control. The Board took comments from Mr. McCormick and Ms. Donahue. Mr. Giorgio noted that the special legislation says that the commissioners are appointed but explained that the Town could independently amend the Charter to provide that those commissioners are to be elected in Harwich and it would be deemed consistent with the special act. Mr. Clark said it's he and Mr. Ballantine representing the Town in discussions now and recommended that another Board member join them. Mr. McManus moved that we approve the draft legislation as proposed and recommend the legislature pass it. Mr. Ballantine seconded the motion. Mr. MacAskill said his vote reflects moving this forward and not that he is in agreement. The motion carried by a 4-1 vote with Mr. Howell in opposition. It was suggested that Mr. Howell join Mr. Ballantine and Mr. Clark in the discussions and Chairman Kavanagh said she would put it on the Board's agenda.

NEW BUSINESS

- A. Liquor/Entertainment License Violation – Perks – *recommend referring this matter to Hearing Officer/Town Administrator*

Mr. MacAskill moved to refer the liquor/entertainment license violation for Perks Restaurant to the Town Administrator as Administrative Hearing Officer. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

- B. Conservation Commission's recommendation of John Ketchum as representative to CPC

Mr. Howell asked to hold on this item as he hasn't met the candidate. Ms. Usowski said he is a diligent member and attends all the meetings. She said he is an alternate member and the other members didn't express interest in this. Mr. Howell said he would like to get a determination on whether alternate members can serve in this role. The Board agreed to hold on this item until next week.

- C. Sign By-Law pertaining to sandwich board signs

Mr. MacAskill asked to bring this item back next week given the late hour and the Board agreed.

D. Draft CPA Application for Affordable Housing Trust Fund and Part-Time Housing Coordinator

Mr. MacAskill moved that we approve the draft CPA Application for Affordable Housing Trust Fund and Part-Time Housing Coordinator and allow the Chair to sign. Mr. Howell seconded the motion and the motion carried by a unanimous vote. Mr. Ballantine said the Town Administrator should draft a letter asking that they modify their timeline to make it more user friendly.

OLD BUSINESS

A. Treasurer/Tax Collector position – recommendation for regrade

Mr. Melillo and Ms. Coppola reviewed the material presented in the Board's packet. Mr. MacAskill asked to be provided with the job description for the Dennis position. The Board took comments from John Rendon who spoke in support of the regrade. Mr. Ballantine moved approval with it taking affect January 1. Mr. MacAskill seconded the motion. Chairman Kavanagh said she didn't want to prolong it and have the employee continue to wait. She said we are well within our means to pay the extra \$1,000 and Mr. McManus agreed. Chairman Kavanagh moved to amend the motion to say it should be effective moving forward. Mr. McManus seconded the amendment. The amendment failed on a 2-3-0 vote with Mr. Howell, Mr. MacAskill and Mr. Ballantine in opposition. Mr. Ballantine restated his main motion to regrade the Treasurer/Collector with appropriate pay increase starting January 1, 2019. The motion carried by a 3-0-2 vote with Chairman Kavanagh and Mr. McManus in opposition.

B. Wastewater Items:

1. Homeowner Information: access to wastewater documents (BOH/Topography-Aerial Survey), permitting fees (& waiver discussion), Homeowner Sewer Design & Construction Timeframe. (final cut sheets of pipe & profile – available in October) – Meggan Eldredge

The Board took comments from Health Director Meggan Eldredge. No action was taken.

2. IMA with Chatham – Advisory Committee update – *Larry Ballantine*

Mr. Ballantine reported that they had their first meeting and he noted that discussion points included PE vs. Sanitarian and extending time to connect from 1 year to at least 2 years.

3. Outreach Coordinator status update

Mr. Clark reported that the ad is out and responses are due in Thursday. He added that to date we haven't received any responses.

4. Land Use Controls – *John Giorgio, KP Law & Dave Young, CDM Smith*

Mr. McManus moved approval of the proposed Land Use Controls for wastewater flow management. Mr. Ballantine seconded the motion. The Board took comments from Noreen Donahue. The motion carried by a 4-1 vote with Mr. Howell in opposition.

5. Dennis/Harwich/Yarmouth Agreement – *John Giorgio, KP Law & Dave Young, CDM Smith*

This item was addressed earlier under the “Public Hearings/Presentations” portion of the agenda.

6. Status of Easements for Phase 2 – *Chris Clark and John Giorgio, KP Law*

Mr. Clark explained there are 6 locations identified for easements which include 4 on private property and 2 on public property. He said they will be back to the Board for approval of taking for private ways and will send out materials to the 6 entities we need easements from.

7. Status of Cold Brook – *Michael Lach, HCT & Dave Young, CDM Smith*

Mr. Lach explained that they are in the design phase of the planning for the Robert F. Smith Cold Brook Reserve in Harwich Port. He explained that they formed a working group to study design alternatives and have agreed on a design, received a grant to fund design phase, begun drafting of a MEPA application, submitted a federal grant application, and started discussions between HCT and the Town about an MOA to govern site access and the contracting process.

CONTRACTS

- A. Approve contract with Integrated Solutions Group in the amount of \$17,378 for purchase of upgraded equipment for Small Hearing Room at Town Hall

Mr. MacAskill moved to approve the disbursement from the Cable Fund in the amount of \$17,378 for purchase of upgraded equipment for the Small Hearing Room at Town Hall. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

TOWN ADMINISTRATOR’S REPORT

- A. Budget/Warrant Timeline

Mr. Clark reported that next Monday he will present the 5 Year Financial Plan.

- B. Eversource Easements at Saquatucket Harbor and Cranberry Valley Golf Course

Mr. Clark reported that we have 2 electric lines being changed at Cranberry Valley for the cart barn as well as at Saquatucket Harbor. He said he will present license agreements which will have to go to Town Meeting.

- C. Information on legal services

Mr. Clark reported that in 2009 KP Law, formally Kopelman and Paige, increased their fees from \$165 to \$170 per hour and in 2015 from \$170 to \$175 per hour. He noted that the Town retained them as Town Counsel beginning in 1996.

- D. Cable license renewal

Mr. Clark reported that the Cable License renewal is coming up and some towns form a Cable Advisory Committee for this. He suggested that the Board put it on a future agenda to discuss.

E. Wastewater Forum at Cultural Center – October 3, 2018 at 6:00 p.m.

Mr. Clark announced the details of the October 3rd Wastewater Forum.

F. Departmental Reports

There was no action or discussion on this item.

SELECTMEN’S REPORT

A. Budget message input

There was no action or discussion on this item.

ADJOURNMENT

Mr. MacAskill moved to adjourn at 10:13 p.m. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, SEPTEMBER 24, 2018
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Kavanagh, MacAskill, McManus

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Evan Melillo, Harbormaster John Rendon, Cyndi Williams, David Nixon, and others.

WEEKLY BRIEFING

Ms. Williams of the Chamber of Commerce reported that the Big Fix event was very successful with over 350 volunteers participating. She thanked everyone for their efforts.

Mr. Nixon, Community Preservation Committee Chair, reported that the new CPC application deadline is October 15, 2018 and any supporting documents are due December 1, 2018.

CONSENT AGENDA

- A. Approve Minutes – September 6, 2018 Regular Session
- B. Approve Town Administrator's recommendation on Mad Minnow's Entertainment License

Mr. McManus moved approval of the Consent Agenda. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

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

- A. Town Administrator presents the Five-Year Financial Plan to the Board of Selectmen

Mr. Clark presented the Five-Year Plan (see attached) and thanked Finance Director for all her work on this. He reported that free cash has come in at \$3.4 million.

NEW BUSINESS

- A. Resolution in support of Wequasset Inn and the Wychmere Beach Club

Mr. MacAskill moved that we support the resolution in support of Wequasset Inn and Wychmere Beach Club. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

- B. MS4 – Approval of the Notice of Intent and Adoption of the Rules and Regulations

Mr. Ballantine moved that we go forward with the Notice of Intent for coverage under this small MS-4 General Permit Application and authorize Administration to move ahead. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote. Mr. MacAskill asked for a summary of the rules and regulations and how it is going to affect the people of the Town.

C. Consideration of Richard Anderson's regrade to COA Program Specialist

Mr. Waystack, COA Chair, outlined the proposal noting that the position is grant funded and that the duties and functions of this position have been expanded greatly. The proposal called for a reclassification from Volunteer Coordinator/Outreach Assistant, Grade PT-3, Step 8, \$16.97 per hour to an HEA position, Program Specialist I, Grade 4, Step 1 at \$21.20 per hour. He explained that it's a 27 hour week position, there would be no increase in benefits, and the increase will come strictly from the grant and will not affect the budget. Mr. Clark asked that the Board vote this subject to the HEA Union approval. He added that he would like to move Mr. Anderson to 35 hours until we can fill the Council on Aging Director position. Mr. MacAskill moved to regrade the position to a union position at that grade as a Program Specialist subject to HEA approval. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

D. Monthly Financial Reports

Mr. Clark said he'd like to hold off on this until Ms. Coppola can construct a summary report. Mr. Ballantine said he'd like to see comparisons to previous years as a basis for understanding. The Board agreed a summary may be more helpful. Mr. McManus said he doesn't get the report and Mr. Clark said he would look into that and also that he would be back with what the options are.

OLD BUSINESS

A. Sign By-Law pertaining to sandwich board signs

Mr. MacAskill said the draft that was presented looks great and noted that it had to go to the Planning Board. Mr. Ballantine agreed. Mr. MacAskill noted that the draft addresses allowing one sandwich board per business. Mr. McManus said he objects to this when the signs are placed in a way that creates a condition of handicapped inaccessibility. He suggested establishing a fine for people who continually violate. Mr. Clark said he would recommend that staff proceed to the Planning Board and that they look at a fine for violating handicapped accessibility.

B. Town Administrator authority to approve contracts and approval of Capital items over 50K

The Board agreed to hold this item until Mr. Howell returns.

C. Board Policy on Access to Town Counsel

The Board agreed to hold this item until Mr. Howell returns.

D. Beach Nourishment in vicinity of Beach 22

Mr. Clark reported that we have a resident that requested renourishing areas along Shore Road. He said that after discussion on this subject, we eliminated some of that area when we put in for the permit. He stated that if the Board wants to change their previous direction, we would have to start to figure out permitting adjustments. Mr. Rendon explained that we are in process of getting a 10 year permit and have identified that Pleasant Road Beach west needs nourishment. He stated that our initial application asked to put dredge material below mean high water mark and after some discussion that was pulled and in addition there's a section of that easement where no dredging is allowed. He said the rest of the shoreline, both public and private, would allow us to put dredge material above the mean

high water mark. He said that on private property, it has to be at the request of the property owner through a bid process. Mr. MacAskill said there isn't anywhere to put sand other than at Earle Road Beach and Mr. Clark stated that there are probably minimal sections on Town property above the high water mark. Mr. Rendon said we haven't submitted any permit to request to put sand below mean high water mark.

Mr. McManus said given the existing lawsuit and agreement, some of the discussion is probably not appropriate for the Board to hold in open session. Mr. Clark said if the Board wants to pursue any of these, they should have Town Counsel at an Executive Session to define what is legal and the ramifications of the different actions. Mr. MacAskill said the Board did that last year and decided to do nothing. He said he doesn't see paying Town Counsel again. He commented that we only have one request. The Board agreed to revisit this if necessary and took no action.

CONTRACTS

- A. Contract approval for the Harwich Community Center Energy Management System Project in the amount of \$55,839

Mr. Melillo took questions from the Board. Mr. Clark noted that all the small contracts total \$136,000. Mr. MacAskill asked if it meets the procurement law because we are separating them. Mr. Clark said we aren't bid splitting them but the detailed work is different in each facility where it is needed. Mr. MacAskill asked if we are complying with Chapter 25A because we are at \$136,000 and are using the \$110,000 or less rule. Mr. Clark said he'd like to withdraw this and look at the material more carefully. The Board agreed to table this item.

TOWN ADMINISTRATOR'S REPORT

- A. Tax Collection Update

Mr. Clark outlined the summary provided on tax collections and noted that there are 267 properties in tax lien status. He explained that there are 2 attorneys helping us with this and their fees are added to the tax lien. Mr. MacAskill asked for more information on what we have paid Attorney Coppola and what other services they have available.

- B. Departmental Reports

Mr. Clark announced that he will be moving to Harwich by the end of October.

ADJOURNMENT

Mr. Ballantine moved to adjourn at 8:01 p.m. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

Good Evening

I am Fran Salewski, Chairman of the Harwich Bike committee. I would like to take a minute to acknowledge and thank other members of the committee in the audience for their participation on the committee

Our thanks to Link Hooper and his staff for the maintenance of the trail. Our Committee attendance is good. We currently have 4 members and we are looking to recruit 3 more members. The Bikeways Committee has responsibilities and projects. However a lot of it is delegating or commissioning; such as Old Colony Rail Trail (OCRT) projects to the Highway Department; We attend meetings, such as with MassBike, a bike advocacy organization, Cape Cod Commission, Traffic Safety Committee, the Planning Department, the Highway Department. We also meet with our counterparts in neighboring villages such as Chatham, Orleans, Brewster and other committees.

(Our accomplishments

We initiated a crossing light at the Pleasant Lake General Store bike trail crossing which CPC approved and BOS approved

Coordinated a 20th anniversary OCRT bike ride with the Cranberry Harvest festival

In conjunction with Chatham bikeways we created a new bike map new OCRT logo

Our main and never ending goals or plans are threefold:

1. Maintenance of the OCRT.
2. Improving bike safety.
3. Enhancing the bike environment.

The Bikeways Committee has submitted a request to the CPC committee for funding a set of signal lights for where the bike trail crosses Depot Street in North Harwich. Due to the example of Harwich's pro bike safety with the crossing lights, Brewster recently installed crossing lights at four intersections Brewster. Also the Chatham Bikeways committee is considering crossing signals. Our Committee plans to Monitor bicycling use on the CCRT and OCRT

2018 Annual Report to the Board of Selectmen from THE HARWICH VOTER INFORMATION COMMITTEE *whose purpose is to inform and prepare voters on issues to be addressed at Annual and Special town meetings and the local annual election and to encourage voter registration and participation.*

The committee presented five programs to provide helpful information to voters as they prepared for the Annual and Special Town meetings and the local election and to encourage participation in Town government:

- **Private Warrant Petition Preparation:** Pam Groswald interviewed Town Moderator, Michael Ford, in February on the requirements to submit a private petition for the Town Warrant. The program was taped by Channel 18 and will be broadcast again before the petition deadline in 2019.
- **Financial State of Harwich:** With introductions by Tina Games, Pam Groswald led panelists in a discussion on the current state of the town's finances. The one-hour program, taped by Channel 18 on April 10, focused on key components of the town and school budgets, financial challenges, and capital warrant articles. Get Tina's name in here

Participating were: Michael MacAskill, Chair- Board of Selectmen; Christopher Clark, Town Administrator; Jack Brown, Chair – Financial Committee; Scott Carpenter, Superintendent – Monomoy Regional School District; Carol Coppola, Finance Director/Accountant; Terry Russell, – Monomoy Regional School District Committee; and Robert Sanborn, Superintendent – Cape Cod Regional Technical High School.

- **Meet The Candidates:** VIC invited all candidates running unopposed to be interviewed for its Ch 18 program on May 1st. Emily Milan and Tina Games held interviews with the following:
 - Monomoy Regional School Committee – Terry Russell
 - Water Commissioner – Gary Carreiro
 - Brooks Free Library Trustees – Jeannie Wheeler and Joan McCarty
- **Pre-Town Meeting:** Peggy Rose and Chris Joyce moderated this April 24th program which Channel 18 broadcast on the Annual and Special Town meeting warrant articles. Participants provided listeners with the rationale of each article and how those articles will be funded if passed.

Participants were: Dan Pelletier, Superintendent – Water Department; David LeBlanc, Deputy Fire Chief; Christopher Clark, Town Administrator; Michael MacAskill, Chair – Board of Selectmen; Charlene Greenhalgh, Town Planner; Kathy Green – Vice Chair – Community Preservation Funds and Larry Ballantine – Selectman.

- **League of Women Voters Moderated Forum:** On May 1st, and in preparation for the local election, Florence Seldin, League of Women Voters – Cape Cod Area, moderated a forum to “standing room only” voters for the contested Board of Selectman seat. Fifty-nine voters attended and participated in the question and answer format. Channel 18 staff televised the program and broadcast it on numerous occasions leading up to the election.

Candidates participating: Edward McManus, Thomas Sherry, and Steven JF Scannell

Additional work during the year included:

- **VIC Web Page – Town Website:** Committee member, Emily Milan, continues to maintain VIC’s web page which includes a link to the committee volunteer application, the *Citizens Committee Vacancy form* and recent VIC broadcasts. Additionally, Ms. Milan developed an on-line tutorial for readers to learn how to sign up for E-alerts from the town web so residents can receive links to any Town committee minutes and agenda in which they are interested.

Newly Appointed Committee Member

- VIC welcomed Pamela Groswald who was appointed by the Board of Selectmen in November and subsequently sworn in by the Town Clerk. Additionally, Peggy Rose and Emily Milan were appointed for additional terms.

We respectfully submit the year-to-date report of the Harwich Voter Information Committee (VIC) for 2018 and acknowledge outgoing member, Tina Games, who spearheaded our publicity efforts and continues to serve Harwich on the Cultural Council and Charter committees. Our committee work is enhanced because of the support and professionalism of Jamie Goodwin, Channel 18 Station Manager; Caleb LaDue, Information Specialist; Anne Steidel, Sandy Robinson, Administrative Secretaries; and Michael MacAskill, Selectman and liaison to VIC our work would be less effective.

Christina Joyce, Chair
Peggy Rose
Pam Groswald
Emily Milan

September 6, 2018

Christopher Clark, Town Administrator
Town of Harwich
Town Hall
732 Main Street
Harwich MA 02645



Re: Nomination of West Harwich Schoolhouse 1871, West Harwich to the Massachusetts Most Endangered Historic Resources Program

Dear Mr. Clark,

I am writing to let you know that the West Harwich Schoolhouse 1871, located at 5 Bells Neck Road in West Harwich, has been nominated to Preservation Massachusetts' Most Endangered Historic Resource Program for 2018. Preservation Massachusetts is the statewide non-profit historic preservation organization dedicated to preserving the Commonwealth's historic and cultural heritage. Established 1985, PM works in partnership with individuals and organizations locally, and across the state and nation. We work to promote the preservation of historic buildings and landscapes as a positive force for economic development and the retention of community character.

As the owner of West Harwich Schoolhouse 1871, we wanted to reach out and inform you of its nomination and provide you with some background information about the Most Endangered Program and invite you to contact us with any information you wish to share with us and our selection committee about your property and the nomination.

The Most Endangered Historic Resources Program:

The Most Endangered Historic Resources is an advocacy and education program. Since 1993, we have endeavored to spotlight endangered historic resources from across Massachusetts and identify resources and ways in which to work collaboratively with partners toward a positive preservation outcome. Local groups or individuals who are deeply concerned about the potential loss of significant resources submit nominations which are reviewed and discussed by a committee, and a list selected. The list is one of the first steps in focusing statewide attention on the resources, their challenge, their community importance, and can serve as a catalyst for preservation opportunities.

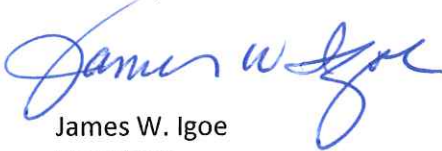
Listing as a Most Endangered Historic Resource is only an honorary designation: it is not legally binding in any way nor does it insinuate any regulatory authority on behalf of Preservation Massachusetts or the nominator. The program is not to be used as a negative, smear or shame campaign and we encourage positive collaboration with all parties in working toward a solution. Listing does not entitle the resources, their nominators, groups,

or owners to funding, or professional services such as legal counsel, architectural drawings, studies, etc.

At this time the nomination of West Harwich Schoolhouse 1871 is being reviewed by our selection committee. This committee, a diverse group of professionals, volunteers and others with experience in preservation or a related field, will meet later this month to review this year's nominations. There are many strong nominations for very important resources across the Commonwealth that are competing for the distinction of being listed. The results of that meeting will be sent to nominators and owners of all resources in early October. The formal introduction of the 2018 Massachusetts Most Endangered Historic Resources will occur at our fall preservation event, "Believe in Preservation", later this fall.

I invite you, as the owner of the West Harwich Schoolhouse 1871, to contact me with any questions or concerns you may have, and to provide any information you would like forwarded to the selection committee for their consideration. As I have stated we want to work collaboratively and positively with all parties and partners in finding a positive preservation solution. I thank you in advance.

Sincerely,



James W. Igoe
President

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	HRW.426
Historic Name:	West Harwich Schoolhouse
Common Name:	
Address:	5 Bell's Neck Rd
City/Town:	Harwich
Village/Neighborhood:	West Harwich
Local No:	
Year Constructed:	1871
Architect(s):	Kelly, Henry and Company
Architectural Style(s):	Greek Revival
Use(s):	Abandoned or Vacant; Public School
Significance:	Architecture; Community Planning; Education
Area(s):	
Designation(s):	
Building Materials(s):	Roof: Asphalt Shingle Wall: Vinyl Siding; Wood Foundation: Brick



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on: Sunday, August 19, 2018 at 12:17 PM

FORM B - BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
 MASSACHUSETTS ARCHIVES BUILDING
 220 MORRISSEY BOULEVARD
 BOSTON, MASSACHUSETTS 02125

Assessor's Number USGS Quad HRW 426 Area(s) Form Number 1124

Town Harwich HRW. 426

Place (neighborhood or village) West Harwich

Address 5 Bell's Neck Road

Historic Name West Harwich Schoolhouse

Uses: Present Town-owned, not in use

Original Schoolhouse

Date of Construction 1871

Source 1871 Selectmen's Report

Style/Form Greek Revival

Architect/Builder Henry Kelly & Co.

Exterior Material:

Foundation Brick / CMU reinforcement

Wall/Trim Vinyl over wood shingles, Wood trim

Roof Asphalt shingles

Outbuildings/Secondary Structures A small appendage is attached to the schoolhouse

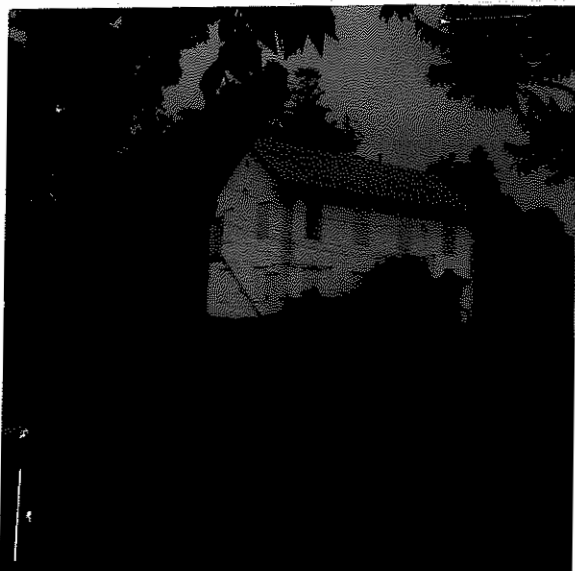
Major Alterations (with dates) An egress door and sta was added in the 1980's. Vinyl siding was added

Condition Structurally good, 1 beam repair, cosmeti

Moved no yes Date

Acreage 1+ acre

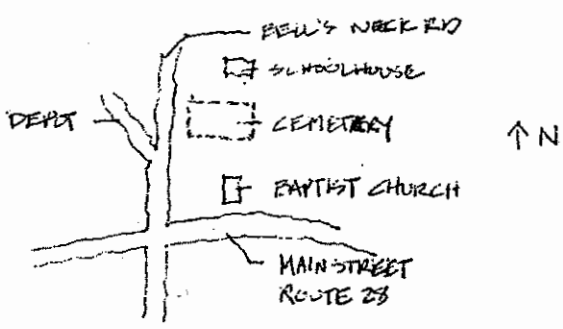
Setting The Schoolhouse, Cemetery, and the Baptist Church are as described in the Atlas of 1880.



Label photo on
 on roll and
 to left side of
 continuation

Sketch Map

Draw a map showing the building's location in relation to the nearest cross streets and/or major natural features. Show all buildings between inventoried building and nearest intersection or natural feature. Label streets including route numbers, if any. Circle and number the inventoried building. Indicate north.



Recorded by Brooke N. Williams AIA

Organization

Date (month/year) November 2000

RECEIVED

NOV 20 2000

BUILDING FORM

HRW. 426

ARCHITECTURAL DESCRIPTION *see continuation sheet*

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

The Schoolhouse at 5 Bell's Neck Road was built in 1871. It is representative of a village schoolhouse. This 9 x 5 bay, side gabled, wood frame school building has vinyl siding over wood shingles and sits on a brick foundation. The corners of the foundation have been reinforced with CMU. The steep gable roof is similar to many Greek Revival houses of the period. A domestic sense of the structure is not only reinforced by appearance. References to the building as a school "house" or "school" alternate in records found. Wood Doric Pilasters are located at the building corners. An entablature runs at the front and at the rear with returns over the pilasters. The entrance of the structure faces South towards the Cemetary and Church. Carved wood brackets support a bell shaped mansard roof over the entry which is of a smaller scale than other architectural elements. The original window trim exists although is

HISTORICAL NARRATIVE *see continuation sheet*

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

As described in the study for MHC and supported by additional research material, the Town erected Schoolhouses in the villages. As noted in the 1871-1872 School Committee report, the "large increase of taxation required" to build the Schoolhouses and creation of these buildings constitute an important step in the development of the educational system in the Town and part of its history. In addition with the Baptist Church and Cemetary, the Schoolhouse constitutes an element of the civic assembly of buildings of one of the villages of Harwich. As described in the School Committee Report "the future success of the Town lies in the hands of the rising generation" and the West Harwich Schoolhouse was part of the "public" effort complimenting the earlier "private" civic elements of the Church and Cemetary constituting key elements of village life.

BIBLIOGRAPHY and/or REFERENCES *see continuation sheet*

MHC funded Survey Forms on Baptist Church & West Harwich (MHC)
275th Anniversary Book Photo (Brooks Free Library)

1880 Atlas of Barnstable County (Brooks Free Library)
Town of Harwich 1871 Selectmen's Report (Brooks Free Library)
Harwich School Committee 1871-1872 Report (Brooks Free Library)
Housing Design and Regional Character (MIT)

Recommended for listing in the National Register of Historic Places. *If checked, you must attach a completed National Register Criteria Statement form.*

Yes to follow after review by MHC

INVENTORY FORM CONTINUATION SHEET

Town
Harwich

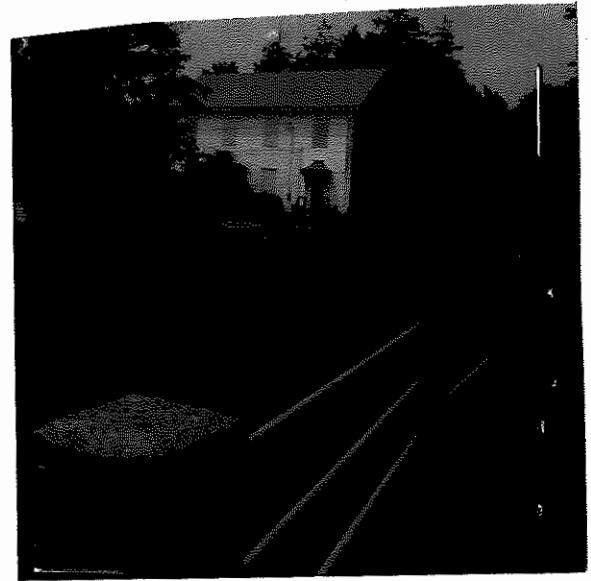
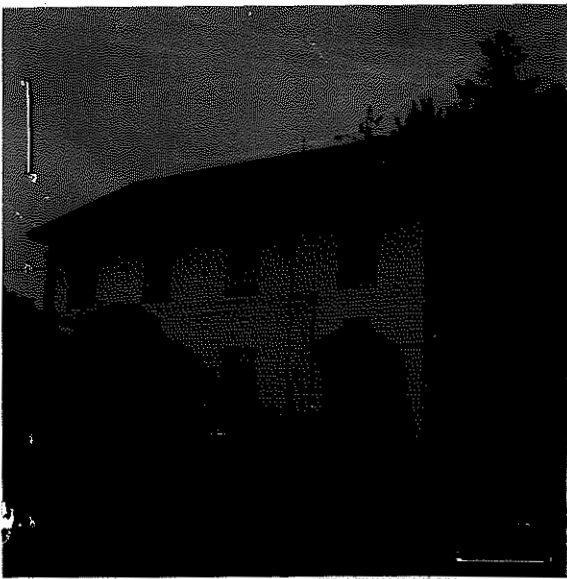
Property Address
5 Bell's Neck Road

HKW. 466

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Area(s)	Form No.

obscured by protective plywood. The original 6/6 sash windows were replaced. The original chimney has been replaced with a metal vent at the original location. Of the three Schoolhouses built in 1871, only two remain. The schoolhouse in East Harwich was demolished. The Schoolhouse in South Harwich is owned privately and has been modified considerably. The West Harwich Schoolhouse is the best remaining example of this building type.



HW. 426



Original yellow form: Eligibility file
Copies: Inventory form
Town file(w/corresp.)
Macris
NR director _____

Community: Harwich (West)

MHC OPINION: ELIGIBILITY FOR NATIONAL REGISTER

Date Received: Nov. 20, 2000 Date Due: Date Reviewed: Nov. 29, 2000

Type: Individual District (Attach map indicating boundaries)

Name: West Harwich School Inventory Form:

Address: 5 Bell's Neck Road

Requested by: Brooke N. Willams, AIA

Action: Honor ITC Grant R & C Other:

Agency: Staff in charge of Review: Betsy Friedberg

INDIVIDUAL PROPERTIES

DISTRICTS

- Eligible
- Eligible, also in district
- Eligible only in district
- Ineligible (May contribute to a larger district after removal of Vinyl Siding)
- More information needed

CRITERIA: A B C D

LEVEL: X Local State National

STATEMENT OF SIGNIFICANCE by Caralyea M. Barranco

West Harwich Schoolhouse is located in the village of West Harwich at 5 Bell's Neck Road. Architect Henry Kelly and Co constructed the school in 1871 in the Greek Revival style. It is a 4 x 2 bay, side gable, wood frame school building. It sits upon a brick foundation, which has been reinforced with CMU. The main façade faces south, where there are carved wood brackets supporting a bell shaped mansard roof over the entry. There are also pilasters located at the building corners as well as an entablature that runs around the front and rear with returns over the pilasters.

Today, the bldg is not in use, although the town owns it. The original 6/6-window sashes were replaced and according to the B form the original window trim exists although the protective plywood over the windows obscures it. The original chimney has been replaced with a metal vent, an egress door and stair was added in the 1980 and currently the schoolhouse is sheathed in vinyl siding (possibly added while it served as an American Legion Post.) Although, according to the inventory form, the original wood shingles are under the vinyl siding. According to the annual report for the Town of Harwich, three new schools were constructed in 1871 due to the development of the town and its educational system. Of the 3 schoolhouses built in 1871, only 2 remain. The East Harwich Schoolhouse was demo'd and the Schoolhouse in South Harwich is privately owned and has been altered. Therefore the West Harwich Schoolhouse is the best surviving example of a school from this time period in the town of Harwich

Currently it is the opinion of MHC that the building would not be individually eligible, but if the vinyl siding were to be removed it still reads as a good example of a Greek Revival schoolhouse. After removal of the vinyl siding, the school could be evaluated again by MHC for its eligibility for listing on the National Register of Historic Places. The West Harwich School would contribute to a potential historic district. West Harwich was an important fishing and ship making village and it would be eligible for listing under Criterion A as a village tied to these industries. It would also be eligible under Criterion C because of the many fine examples as architecture, such as the Greek Revival style, exemplified in the West Harwich schoolhouse. Structurally, the condition of the building appears to be good, minus some minor repairs. Although, at this point more information regarding the current condition of the interior as to its use as a school, and more information on the evolution of the building would be necessary.



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

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

Responses should be marked "West Harwich School RFI" and are due at the Office of the Town Administrator, 732 Main Street, Harwich, MA 02645 NO LATER THAN 2:00 PM on Monday, April 10, 2017. Five copies are requested for those respondents who choose to submit hard copies. Responses also may be submitted electronically to srobinson@town.harwich.ma.us.

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

Christopher Clark,
Town Administrator

Central Register
Date of Publication: 2/27/17

Cape Cod Chronicle
Date of Publication: 3/3/17

Request for Information

USE OR RELOCATION OF WEST HARWICH SCHOOL BUILDING

SECTION I INTRODUCTION

The Town of Harwich (the "Town") is seeking responses from parties interested in using or relocating the Town-owned Old West Harwich School building, located at 5 Bell's Neck Road in West Harwich. Submissions shall be received no later than 2:00 p.m. on Monday, April 10, 2017 at the Office of the Town Administrator, 732 Main Street, Harwich, Massachusetts 02645.

All potential submitters are encouraged to attend an on-site to inspect the premises on March 17, 2017 at 10:00 am. Please contact Aly Sabatino, Town Planner, at (508) 430-7511, prior to March 15, 2017 if you plan to attend.

SECTION II BACKGROUND

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

SECTION III POTENTIAL USES

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

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

SECTION IV BUILDING CONDITION

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

SECTION V SITE REQUIREMENTS

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

Use of the overall site shall include the following considerations:

- If the use is not a not-for-profit then the use shall be consistent with the zoning district.

- The submission must include sufficient parking spaces on the site to serve uses in the building and elsewhere on the property.
- Any exterior use of the property shall be secondary to use of the historic building and shall be compatible with neighboring properties.
- The site will require maintenance of an on-site septic system to serve all proposed uses on the property.
- The building and site must be compliant with the American with Disabilities Act (ADA) and local disability access laws.

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

SECTION VI INFORMATION TO BE SUBMITTED

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

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

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

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

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

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

SECTION VII SUBMISSION

Responses should be marked "West Harwich School RFI" and are due at the Office of the Town Administrator, 732 Main Street, Harwich, MA 02645 NO LATER THAN 2:00 PM on Monday, April 10, 2017. Five copies are requested for those respondents who choose to submit hard copies. Responses also may be submitted electronically to srobinson@town.harwich.ma.us.

APPENDICES

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

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

September 20, 2007

Project No. C16896.00

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

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

Dear Mr. Mulligan:

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

LIMITS TO INVESTIGATION

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

OBSERVATIONS

General

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

Foundation

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

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

Sill

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

1st Floor

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

2nd Floor

The second floor framing was observed at two locations where the first floor ceiling finishes had been removed. It joists appeared to be 3"x 12" joists at 18" on center at the locations observed. The joists appeared to be in good condition with no deterioration visible on the joists that were observed. At both locations viewed there did not appear to be any bracing present between the joists. It was also observed that some joists in the northeast corner of the building appeared to be resting on a 2x4 ledger board attached to the exterior stud-bearing wall. Most of the second floor

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

Attic Framing

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

Roof Framing

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

GENERAL RECOMMENDATIONS

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

- Foundation and interior masonry piers should be repainted, and repaired as needed.
- Based on Coastal Engineering Company, Inc. previous report dated February 9, 2001 foundation does not have adequate ground penetration or bearing capacity.
- First floor live loading should be limited to 44psf, which is equivalent to typical residential home loading. This loading can be increased by properly reinforcing the first floor beam and joists. This loading is also assuming that the second floor beam is replaced with one coming down at proper support locations.
- All second floor joists should be reinforced/supported as close to mid span as possible. It is suggested to place a beam at the location of the current beam in Multipurpose Room 1, but the new beam should span from the west exterior wall to the inner wall by the chimney. The beam should then continue to the east exterior wall. There appeared to be a masonry pier next to the chimney that may support a column for the new beam.
- The second floor joist resting on the 2x4-ledger board should be better secured to the exterior wall. It is recommend replacing the existing ledger board with a larger one and attaching the joists flush with the new ledger board with joist hangers.

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

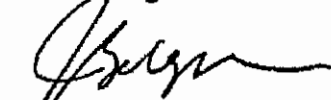
CONCLUSION

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

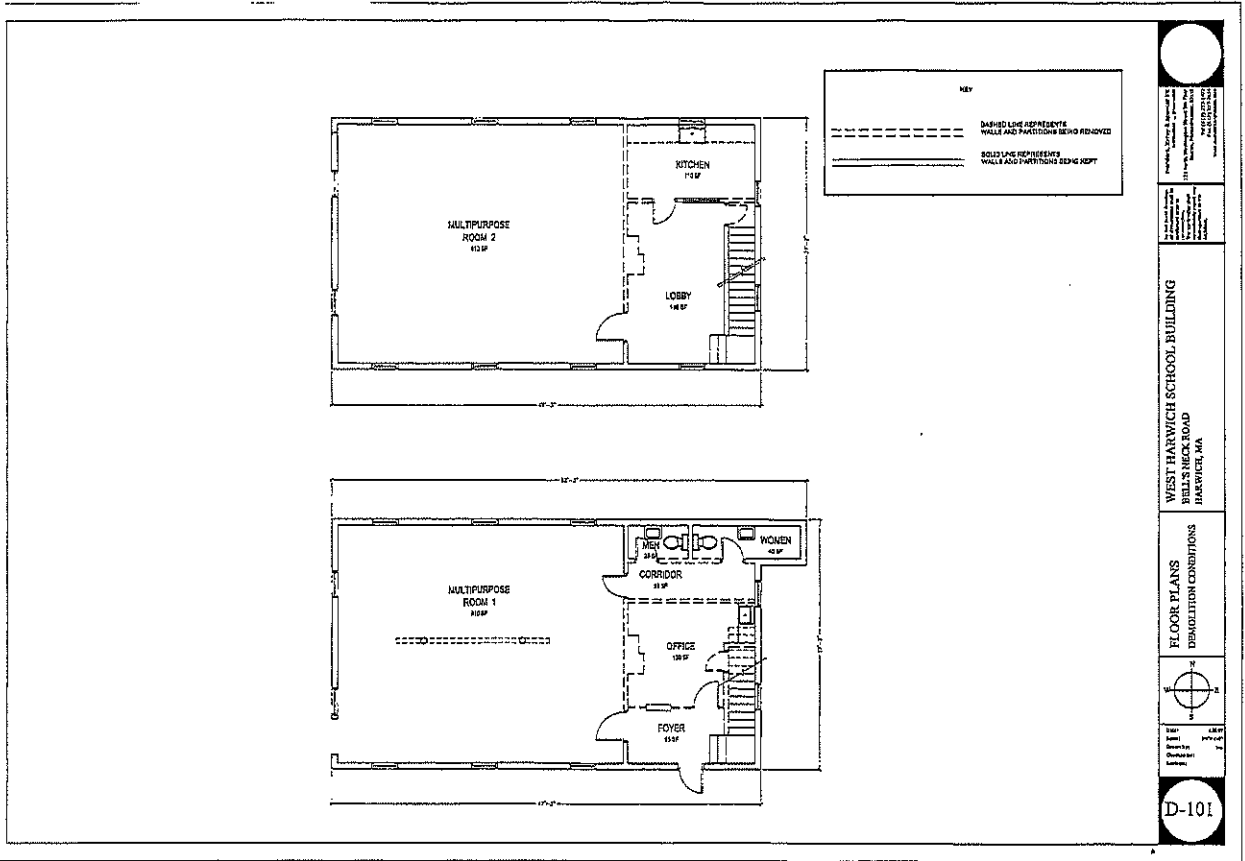
Please contact us if you have any questions concerning the above report.
Very truly yours,

COASTAL ENGINEERING CO., INC.


Jon Downing E.I.T.


John A. Bologna P.E.

JMD/dlb



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

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

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

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

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

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

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

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

West Harwich School RFI

Regarding the Use or Relocation of
the Historic West Harwich School Building

HAW-426



April 10, 2017

Since 1993, there have been 3, town-wide, historic survey reports urging districting of the Route 28 corridor through West Harwich, and another report seeking individual nomination of the Schoolhouse.

In 1993, a town-funded survey of historic town properties proposed a local West Harwich Historic District, in addition to historic districts in each of the other 6 Harwich villages. In 2000 the West Harwich Schoolhouse was presented for National Register Eligibility as an individual property. At that time the Schoolhouse was deemed ineligible for individual National Register status, primarily due to the existence of vinyl siding, but it was stated in the Eligibility Opinion that “ (t)he West Harwich School would contribute to a potential historic district”. In 2007, the Massachusetts Heritage Landscape Inventory identified the “Western End of Route 28” from the Dennis line to Bank Street as the single area of Critical Concern in Harwich. This stretch of road was identified as an important heritage landscape and as containing areas threatened with loss of community character and sight lines. The report urgently recommended designation of historically significant neighborhoods and individual properties. In 2015, I prepared an Historic Buildings Inventory of Harwich in which I proposed an expansion of the boundaries to the (still undesignated) Proposed West Harwich historic district as delineated in 1993.

In early 2016, a private resident submitted the 1993, Proposed West Harwich historic district for National Register eligibility review. (In contrast to a local historic district, National Register designations may be initiated and conducted independent of a local Historic Commission.) Not only was the proposed area determined to be eligible for National Register District nomination, but the State Historic Preservation Office recommended that the boundaries be further expanded. In the National Register Eligibility Opinion (see MACRIS under West Harwich Area) the West Harwich Schoolhouse was called out specifically for inclusion in the district.

All this background is for the purpose of reporting that a National Register District in West Harwich is imminent (and long overdue), and that the West Harwich Schoolhouse is an important component.

It is also important to understand something of the theory and practice of Historic Preservation to fully recognise the value of the Schoolhouse at its site. The definition and practice of Historic Preservation is quite distinct from the work of museums and architectural collections, in that Historic Preservation is about “historical context”, not the presentation of an object (even a large architectural object) independent from its original location. A building that has been moved is significantly devalued because it has lost its contextual integrity.

Because of the Schoolhouse, the proposed West Harwich District is immediately identifiable as an historic village. Even a cursory understanding of the a schoolhouse's original use informs one of a village's population, geographic distribution, economic standing. A schoolhouse's

architectural style and structural method, relative to other town properties and other schools in the region, reflects attitudes towards public education as well as other social and political markers.

The edifices of public institutions are the embodiment of a community's values, and as such are inherently culturally significant. An old schoolhouse is almost always obsolete and/or redundant and these buildings are not typically preserved. It becomes clear that historic schoolhouses are rare and culturally significant, thus requiring especially careful consideration and protection. To have an early schoolhouse in its original location, within a registered historic district, and that is also suitable for rehab is a very valuable asset to the town. There are distinct public and private incentives and funding not only for specific architectural projects, but also available to overall town projects (for example, see Preserve America Communities). Historic districts are a tourism destination, and further, as West Harwich is identified as a lower income census tract, there are additional incentives for private businesses to undertake economic development projects (for example, see New Market Tax Credits).

So it follows that the Old West Harwich Schoolhouse is important and valuable because of where it is situated and no proposal to move it should be entertained. Should the Schoolhouse be removed from its location there would actually be little purpose in following the Secretary of the Interior's Standards for Preservation because the schoolhouse would be ineligible for NR status, due to loss of contextual integrity.

Rehabbed in its original location the Old Schoolhouse will be the anchor building to the identity and understanding of the historic West Harwich village, and I believe that it should be considered the anchor from which a revitalized and landmarked neighborhood spreads significance throughout Harwich and the lower and mid-Cape region.

Use:

A coherent and detailed use proposal for the West Harwich School House was submitted by Lou Urbano to the CPC for renovation funding. As you know, this proposal was not accepted, however it remains an intelligent proposed use that serves many Federal historic preservation guidelines. Any proposal that includes a school would maintain the building's "integrity of use" (see Secretary of the Interior's Standards).

Financial Benefit to Town:

Historic Preservation is identified as essential to the values and goals of the U.S. (see Section 1, "Purposes" of the National Historic Preservation Act of 1966) To achieve these ends, there are numerous Federal incentives to towns, communities and individuals to engage in true Historic Preservation, I have only touched on a couple in the previous paragraphs. Additionally, there is much research on how National Register and Local Historic Districts benefit communities and homeowners financially, as well as how old neighborhoods and buildings meet current local and regional Planning and Environmental guidelines, both here in Harwich and throughout the country.

It is also worthwhile to point to the President's frequent use in his private development practice of rules and incentives to promote historic preservation.

In conclusion, I will not bring facts and figures to you. It is sufficient, I believe, to familiarize this governing body with the purpose of Historic Preservation and for it to do only a cursory search of government programs designed to promote true Historic Preservation to recognize the benefit to the Town of Harwich of the creation of a West Harwich Historic District, with the Old West Harwich Schoolhouse as its anchor.

Respectfully submitted,
Mirande Dupuy, MS Historic Preservation

The Harwich Board of Selectmen's submits the following budget message to the citizens of the town of Harwich to establish priorities for Fiscal Year 2020.

The Board of Selectmen, Town Administrator, Finance Committee and Capital Overlay Committee must continue to work together to assess the needs & financial capabilities of the Town. An increase in communication and joint meetings should be a priority for the Board of Selectmen.

We have invested in significant infrastructure improvements through our wastewater initiatives and commitment to improve accessibility and safety to all members of our town by investing in water and landslide improvements at Saquatucket Harbor. The Town's commitment to funding, coupled with the \$2,000,000 in state obtained grants, has revitalized our harbor and will continue to assist in energizing Harwichport and the surrounding areas by offering a beautifully, unique and incredible opportunity to enjoy a town asset for all. Investment in our infrastructure signifies an investment and commitment to the future of Harwich.

The Board remains committed to providing residents with full financial transparency and improved financial management with more refined contracting procedures. Moving forward we must scrutinize our capital projects based on the debt we have assumed in making the current improvements. The Board must continue to focus on how to improve and identify capital projects, so we are more prepared financially to address and prioritize them based on the nature of the need and the affordability to taxpayers.

We fully understand the impact that previous borrowings have had on taxpayers. Our taxpayers have yet to realize the full impact of bonding for current projects (such as phase two of the CWMP and the Saquatucket Harbor projects) that are under the control of Town government. Further, the Town is already committed to additional work (resulting in more borrowing) for upcoming wastewater treatment phases. To that, there will be added the effect of the Regional Technical School building project borrowing and the potential for a so-called Tri-Town Sewer Commission indebtedness. Those areas are not under the control of Town government but will nonetheless have a profound effect on tax-payers bills moving forward. Any additional taxes, whether from borrowings or to cover day-to-day operations, must be viewed within this context.

The Board continues to face the difficult issue of an aging population and a dissolving younger population. We must continue to develop better strategies to assist our aging population to remain in place while simultaneously improving housing and job opportunities to maintain and attract a younger population. It is our duty to address the need for economic development, increased access to affordable and workforce housing since the youth are the future of Harwich. We understand the need to protect the quintessential New England flavor Harwich offers but must begin to focus internally on how to address zoning limitations that cause urban sprawl and the physical disconnection of our community.

Selectmen desire a budget that is within the proposition 21/2 limits without the need for a general override. New hires or employee re-grades will be considered if they are within budget limits or are documented to benefit or improve efficiencies of town operations. Departments should examine annual costs and needs to produce budgets that align in the most efficient and effective manner.

Avoid the use of capital exclusions and limit use of debt exclusions. Debt exclusions for traditional road maintenance program and Lower County Road initiative will increase from last year's expenditure.

Continue efforts to control group health insurance costs and identify additional incentives for high deductible option.

Selectmen will lead the initiative on adopting an accessory use apartment by law zoning revision to assist property owners in providing a supplemental income to age in place in their homes or to offer additional workforce housing options.

Selectmen will work with the Affordable Housing Trust to identify parcels for affordable and workforce housing units.

Selectmen will continue to work cooperatively with other communities when it is in the best interest of the town of Harwich, such as Dennis, Harwich and Yarmouth community partnership on wastewater projects.

Selectmen will work to establish broad board policy for employee retention.

Continue to work closely with the Chamber of Commerce to promote the town of Harwich and the needs of its local businesses.

Continue to monitor and assess the funding needs of the Wastewater Reserve Fund to ensure funding is available for the associated needs.

Selectmen will continue to assess wastewater communication to residents to ensure consistent message and information is disseminated to citizens. This will include a need continuously assess project oversight needs and related funding mechanisms.

Selectmen will continue to work with Barnstable County Commission to address IT needs and issues on a town-wide basis and reserve funds to required improvements.

Continued oversight of departmental overtime (OT) and work with departments to address OT issues and concerns.

Continue to focus on improving bond rating to increase the Town's financial strength and credit worthiness.

Maintain and increase stabilization and reserve fund balances to meet reserve policy objectives. Selectmen must continue to focus on fiscally responsible spending and a commitment to the long-term financial stability of Harwich through annual contributions to stabilization funds, including continued efforts to address rising health care costs, Other Post-Employment Benefits (OPEB) and different revenue streams to fund costs.

The Board of Selectmen will continue to focus on the most effective and responsible fiscal approach to budgeting in order to sustain essential services and plan for the future of Harwich. Wastewater infrastructure investment has been necessary due to state and federal regulations. Investment in our infrastructure is vital. However, we must budget responsibly for the future to ensure Harwich citizens the ability to remain in Town.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2018 between Town of Harwich, Massachusetts ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows Cold Brook Nitrogen Attenuation Project (the "Project").

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

ARTICLE 1 – SCOPE OF SERVICES

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

ARTICLE 2 – TIMES FOR RENDERING SERVICES

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

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility

and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit . If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

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

ARTICLE 5 – GENERAL CONDITIONS

- 5.1 Standard of Care

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

5.2 Technical Accuracy

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

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

5.4.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

5.4.8 Engineer's services do not include providing legal advice or representation.

5.4.9 Engineer's services do not include (1) serving as a "municipal advisor," for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with

the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

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

5.5.1 For cause,

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

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

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

5.5.4 Payments Upon Termination:

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

5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.
- 5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.10 Successors and Assigns

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

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

5.10.3 Unless expressly provided otherwise in this Agreement:

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

5.11 Notices

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

5.12 Severability

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

5.13 Changed Conditions

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

5.14 Environmental Site Conditions

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

warrants that the Site is in full compliance with applicable Laws and Regulations.

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

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

5.15 Insurance

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

5.16 Discovery

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

5.17 Nondiscrimination and Affirmative Action

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

5.18 Force Majeure

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

5.19 Waiver

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

5.20 Headings

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

5.21 Subcontractors

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

5.22 Coordination with Other Documents

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

5.23 Purchase Order

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

5.24 Dispute Resolution

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

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

ARTICLE 6 – DEFINITIONS

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

6.1 Agreement

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

6.2 Constituent of Concern

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

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

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

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

6.12 Work - ♦

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

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

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

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

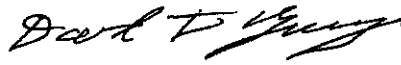
This Agreement (consisting of Pages 1 to 10 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written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

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

OWNER:

ENGINEER:

By: Christopher Clark
Title: Town Administrator



By: David F. Young
Title: Vice President

Date: _____

Date: October 9, 2018

Address for giving notices:

Town Hall
732 Main Street
Harwich, MA 02645

Address for giving notices:

CDM Smith Inc.
75 State Street, Suite 701
Boston, MA 02109

**EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
Scope of Work**

This is an exhibit attached to and made a part of the Agreement dated _____, 2018, between Town of Harwich, Massachusetts (OWNER) and CDM Smith Inc. (ENGINEER) for professional services.

1.0 ENGINEER'S SERVICES

1.1 Technical Team Participation

- 1.1.1 Consult with and represent OWNER at Technical Team meetings for the Cold Brook Eco-Restoration Project to insure the desired nitrogen removal goals are being attained during the design process. Technical Team members are anticipated to include as a minimum representatives from the Harwich Conservation Trust (HCT), Division of Ecological Restoration (DER), US Fish and Wildlife, the design consultant and the OWNER's engineering team (CDM Smith, TMDL Solutions and CSP/SMASST). Meetings are anticipated to be monthly but are likely to be scheduled around key project tasks. Therefore 18 meetings have been budgeted for at this time. review available data.
- 1.1.2 Review data and other pertinent information provided prior to Technical Team meetings, attend up to 18 meetings and follow-up on defined actions post meetings. Coordinate these efforts with and keep OWNER advised as to progress and decisions made in these meetings.
- 1.1.3 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services which are not part of ENGINEER's Services, and assist OWNER in obtaining such data and services.

1.2 Design Review

- 1.2.1 The HCT/DER/Design Consultant Team have proposed three design reviews (50%, 75% and 100% complete). OWNER's engineering team will review the design documents at each of these phases and provide appropriate comments and details with focus on nitrogen removal. Goal is to provide value added input to the process.

1.3 Prepare Nitrogen Monitoring Plan

- 1.3.1 In order to document the nitrogen removal within the eco-restoration project, the OWNER will need to prepare a Nitrogen Monitoring Plan (NMP). It is anticipated that the NMP will include frequency of testing, chemical constituents to test, groundwater flow measurements and reporting and review frequency. It is likely the NMP will address the roughing area, the open water ponds and the marshland for nitrogen removals.
- 1.3.2 Development of the NMP will include input from the Technical Team, OWNER representatives and coordination with MassDEP representatives to ensure natural resource site concerns and Total Maximum Daily Loads (TMDLs) compliance standards are met. Conceptual costs for annual implementation of the proposed NMP will be developed. A Draft NMP will be developed and circulated to Technical Team representatives and MassDEP. Once comments are received a Final NMP will be issued.

1.4 Develop Memorandum of Understanding

1.4.1 ENGINEER will assist OWNER in drafting a Memorandum of Understanding (MOU) between the Town of Harwich and the HCT who owns the project site. The MOU will detail the roles and responsibilities of the parties involved.

1.4.2 OWNER will coordinate review of the Draft MOU with their legal counsel and ENGINEER will assist in addressing any technical issues that result from that review. Once comments are addressed a Final MOU will be developed for signature by the parties involved.

2.0 OWNER'S RESPONSIBILITIES

2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

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

2.2 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.3 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

2.4 Provide, as may be required for the Project:

2.4.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

2.4.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

2.4.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

2.5 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

2.6 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

3.0 TIME PERIOD FOR PERFORMANCE

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

ENGINEER is available to begin work upon acceptance of this Agreement by OWNER. It is anticipated based on proposed HCT/DER project schedule that Tasks 1.1 through 1.4 will be performed over a period of about 24 months from date of this Agreement.

4.0 METHOD OF PAYMENT

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

4.1 The OWNER agrees to pay the ENGINEER for work done by its personnel on the basis of direct labor cost times a factor of 2.95. Direct labor cost is defined as chargeable salaries without fringe benefits as incurred by ENGINEER's personnel for the time directly utilized on the work covered by this Agreement.

The OWNER also agrees to pay the ENGINEER for actual out-of-pocket expense costs other than direct labor costs that are incurred during the progress of the work. Actual out-of-pocket costs include: automobile rental if required, mileage charges, parking, tolls, taxi, meals, lodging, telephone, printing and reproduction costs and other miscellaneous costs incurred specifically for this project. The charges for rental of field equipment will be at the ENGINEER's regular rates.

For work done by subcontract or consultants, the OWNER agrees to pay the ENGINEER the actual cost to the ENGINEER of such services plus 5 percent of the cost of such services.

The not to exceed upper limit is \$119,800.

For information purposes only, the costs are approximately divided by task as follows:

Task 1.1	Technical Team Participation	\$86,800
Task 1.2	Design Review	\$11,900
Task 1.3	Prepare Nitrogen Monitoring Plan	\$12,900
Task 1.4	Develop MOU	\$ 8,200
	Total	\$119,800

5.0 SPECIAL PROVISIONS

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

None



School for
Marine Science
and Technology

706 South Rodney French Blvd.
New Bedford
Massachusetts 02744-1221

Tel 508.999.8193
Fax 508.999.8197



University of
Massachusetts
Dartmouth



141 Pine Tree Drive, Centerville, MA 02632
Tel: 508-737-5991
eichner@tmdlsolutions.net

Scope of Work

Technical Support for CDM Smith and Town of Harwich Cold Brook System Natural Attenuation Project

August 25, 2018

Overview

In 2016, the Massachusetts Department of Environmental Protection finalized a nitrogen Total Maximum Daily Load (TMDL) for three estuaries in the Town of Harwich (Town), including Saquatucket Harbor.¹ As part of the Massachusetts Estuaries Project (MEP) Saquatucket Harbor technical assessment that was the basis for the TMDL, nitrogen loads out of the upstream Cold Brook system were measured over eighteen months.² This assessment indicated that the Cold Brook system was naturally reducing the watershed nitrogen inputs and the measurements suggested that this reduction could be increased (due to the high nitrate concentrations), by restoring wetland ecosystems within the abandoned upstream cranberry bog.

The Town and CDM Smith worked with Coastal Systems Program from the School for Marine Science and Technology at UMass-Dartmouth (CSP/SMAST), the technical lead on the MEP, to complete a updated baseline assessment that provided refined understanding of the current configuration of the lower portion of the Cold Brook system (*i.e.*, the Bank Street Bogs).³ The Bogs property owner, the Harwich Conservation Trust (HCT), and a number of state agencies are currently working on a detailed design of how the bog system might be restored to a more diverse and sustainable habitat and the Town, with the assistance of CDM Smith, CSP/SMAST, and TMDL Solutions staff, has been working to ensure that the restoration reflects the system functions determined through the baseline assessment and Town goals to increase nitrogen removal within the system.

In order to continue to provide guidance to the Town on the Cold Brook restoration design, CDM Smith has asked CSP/SMAST and TMDL Solutions to: a) regularly attend Cold Brook Team meetings, b)

¹ MassDEP. 2016. FINAL Allen, Wychmere and Saquatucket Harbors Embayment Systems Total Maximum Daily Loads For Total Nitrogen (CN 312.1). 52 pp.

² Howes B., H.E. Ruthven, J.S. Ramsey, R. Samimy, D. Schlezinger, E. Eichner (2010). Linked Watershed-Embayment Model to Determine Critical Nitrogen Loading Thresholds for the Allen, Wychmere and Saquatucket Harbor Embayment Systems, Harwich, Massachusetts. Massachusetts Estuaries Project, Massachusetts Department of Environmental Protection, Boston, MA. 191 pp.

³ Eichner, E., B. Howes, M. Bartlett, and R. Samimy. 2016. Bank Street Bogs at Cold Brook: Evaluation of Natural Nitrogen Attenuation/Baseline Assessment. Harwich, Massachusetts. Coastal Systems Program, School for Marine Science and Technology, University of Massachusetts Dartmouth. New Bedford, MA. 81 pp.

assist in design review as the HCT progresses through various phases/refinements, and c) assist in the development of a nitrogen management monitoring plan to assess the performance of a restored system to attain Town goals and quantify any increases in nitrogen removal from the watershed prior to discharge to Saquatucket Harbor.

Task 1 – Town support at Cold Brook Team Meetings

CSP/SMAST and TMDL Solutions staff will attend planned monthly meetings of the Cold Brook Team to review project design updates, project planning calendars, regulatory strategies, and project construction implementation, it is envisioned that as part of participation that review and technical memorandum will be prepared to support the Town. At present, 36 meetings have been proposed by HCT through August 2021. Past meeting schedules have not been as frequent, so CSP/SMAST and TMDL Solutions staff are proposing to attend 18 meetings as this number may be more likely. Project time for these meetings will include preparation, attendance at the meeting, and post-meeting follow-up. If CDM Smith requests additional meetings over the 18 budgeted, CSP/SMAST and TMDL Solutions staff will be available to attend those meetings at the same rates as the initial 18 meetings for the length of the contract.

CSP/SMAST:	\$29,760
TMDL Solutions:	\$21,600
TASK 1 Cost:	\$51,360

Task 2 – Design Review

HCT and their consultants have planned three iterations of project design for the Bank Street Bogs restoration. Previous stages of conceptual designs have gone through multiple iterations and required regular feedback and guidance to the Town and CDM Smith. In this Task, CSP/SMAST and TMDL Solutions staff will review each version of project design and provide comprehensive feedback to CDM Smith and the Town.

CSP/SMAST:	\$3,486
TMDL Solutions:	\$4,000
TASK 2 Cost:	\$7,486

Task 3 – Nitrogen Monitoring Plan Preparation

In order to document the nitrogen removal within the revamped Bank Street Bogs, the Town will be required to prepare a Nitrogen Monitoring Plan. This Plan will likely document frequency of testing, chemical assays and associated measures (*i.e.*, flow), and reporting and review frequency. It is anticipated that this Plan will also require discussions with MassDEP to ensure acceptance for TMDL compliance and discussions with MassDMF, HCT and Town staff to ensure any natural resource/project site concerns are addressed. In this Task, CSP/SMAST and TMDL Solutions staff will work with CDM Smith staff to develop a draft Plan and then assist CDM Smith with stakeholder discussions to develop a final Plan.

CSP/SMAST:	\$3,486
TMDL Solutions:	\$4,000
TASK 3 Cost:	\$7,486

TOTAL PROJECT COSTS: \$66,332



Memorandum

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

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

Date: April 6, 2018

*Subject: Harwich Wastewater Program
Phase 2 Updated Cost Summary*

The purpose of this memorandum is to present updated estimated costs for implementation of Phase 2 of the Town’s wastewater program. The costs have been refined from the conceptual costs that were provided in early 2017 based on our current design of the Phase 2 wastewater collection and conveyance system, which now includes plans and profiles of the proposed sewers versus conceptual layouts. A brief description of each of the items follows the estimated costs.

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

▪ General Services	
During Construction	\$610,000 ✓
▪ Resident Inspection	\$1,680,000 ✓
▪ Construction	\$18,500,000
▪ Other Town Costs	<u>\$1,035,000</u>
Subtotal:	\$21,825,000
▪ Chatham Pumping Station	<u>\$2,950,000</u>
Phase 2 Total:	\$24,775,000

General Services During Construction includes all aspects of the administration of the construction contract including reviewing shop drawing submittals; processing contractor pay requisitions; preparing and submitting State Revolving Fund (SRF) loan program reimbursement requests to MassDEP; coordination with Town staff and residents; coordination with the construction contractor(s); responding to Requests for Information (RFIs) from the contractor(s); reviewing and approving change order requests; staking out easements; running monthly construction progress meetings; and preparing record drawings and closeout paperwork.

Mr. Christopher Clark

April 6, 2018

Page 2

Resident Inspection consists of field observation of the progress and quality of the construction contractor's work to ensure that the facilities are being constructed in accordance with the final plans, specifications and contract documents; measurement and tracking of all materials installed by the contractor for payment; preparation of daily reports; coordination with Town residents and staff; attending progress meetings with the contractor(s); and coordinating with the design engineers during construction.

Construction represents CDM Smith's Opinion of Probable Construction Cost (OPCC) based on the current design of the proposed wastewater collection system, which is at an approximately 50 percent level of completion, and includes appropriate construction contingencies and price escalation to the mid-point of construction.

Other Town Costs include policing details for multiple construction contracts; easements; legal costs; and other Town administrative costs.

Chatham Pumping Station represents Harwich's share of the current estimated cost of the pumping station to be constructed in and by the Town of Chatham along Meetinghouse Road (Route 137) that will convey flow from Harwich's Pleasant Bay collection system to the Chatham Wastewater Treatment Plant. This cost estimate has been provided by the Town of Chatham and their engineers (GHD) as of March 2018.

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

cc: Dan Pelletier

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

THIS IS AN AGREEMENT made as of June 2, 2017 between Town of Harwich, Massachusetts ("OWNER") and CDM Smith Inc. ("ENGINEER").

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

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

ARTICLE 1 – SCOPE OF SERVICES

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

ARTICLE 2 -- TIMES FOR RENDERING SERVICES

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

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

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

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

ARTICLE 5 – GENERAL CONDITIONS

- 5.1 Standard of Care

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

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

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

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

5.4 Compliance with Laws and Regulations, and Policies and Procedures

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

5.5 Termination

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

5.5.1 For cause,

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

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

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

5.5.4 **Payments Upon Termination:**

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

5.6 Use of Documents

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

- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.
- 5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by

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

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

5.10.3 Unless expressly provided otherwise in this Agreement:

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

5.11 Notices

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

5.12 Severability

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

5.13 Changed Conditions

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

5.14 Environmental Site Conditions

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

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

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

5.15 Insurance

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

5.16 Discovery

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

5.17 Nondiscrimination and Affirmative Action

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

5.18 Force Majeure

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

5.19 Waiver

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

5.20 Headings

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

5.21 Subcontractors

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

5.22 Coordination with Other Documents

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

5.23 Purchase Order

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

5.24 Dispute Resolution

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

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

ARTICLE 6 – DEFINITIONS

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

6.1 Agreement

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

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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

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

6.12 Work - ♦

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

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

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

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

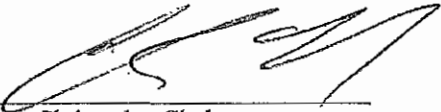
Exhibit B - Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

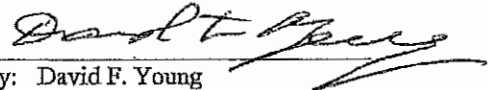
This Agreement (consisting of Pages 1 to 10 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written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

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

OWNER:

ENGINEER:


By: Christopher Clark
Title: Town Administrator


By: David F. Young
Title: Vice President

Date: 6/2/17

Date: 6-2-17

Address for giving notices:

732 Main Street
Harwich, MA 02645

Address for giving notices:

75 State Street, Suite 701
Boston, MA 02109

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

HARWICH, MA
PHASE 2 DESIGN CONTRACT COST BREAKDOWN

TASK/DESCRIPTION	HOURS	RAW LABOR	OUTSIDE PROFESSIONALS ⁽¹⁾	EXPENSES	TOTAL COST
Task 1: Survey					
Subtasks 1A + 1B: Ground Control + Topographic Mapping	0	\$0	\$35,900	\$0	\$35,900
Subtask 1C: Supplemental Field Surveys	24	\$1,169	\$160,650	\$0	\$164,100
Task 1 Subtotal	24	\$1,169	\$196,550	\$0	\$200,000
Task 2: Preliminary Design					
Subtask 2A: Wastewater Collection System	1,065	\$37,512	\$0	\$200	\$110,860
Subtask 2B: Wastewater Pumping Stations	145	\$6,475	\$0	\$0	\$19,100
Subtask 2C: Technical Memorandum and Cost Estimate	250	\$11,593	\$0	\$0	\$34,200
Subtask 2D: Project Management and Meetings	160	\$11,200	\$0	\$800	\$33,840
Task 2 Subtotal	1,620	\$66,780	\$0	\$1,000	\$198,000
Task 3: Final Design					
Subtask 3A: Subsurface Investigations	500	\$17,525	\$161,700	\$5,300	\$218,700
Subtask 3B: Permitting/SRF Submittals	634	\$25,119	\$2,100	\$2,500	\$78,700
Subtask 3C: Final Plans and Specifications	9,446	\$366,102	\$25,200	\$8,000	\$1,113,200
Subtask 3D: Construction Cost Estimate	163	\$8,983	\$0	\$0	\$26,500
Subtask 3E: Project Management and Meetings	782	\$50,813	\$0	\$5,000	\$154,900
Task 3 Subtotal	11,525	\$468,542	\$189,000	\$20,800	\$1,592,000
Task 4: Bidding ⁽²⁾	180	\$6,915	\$0	\$9,600	\$30,000
PROJECT TOTALS	13,349	\$543,406	\$385,550	\$31,400	\$2,020,000

Notes:

(1) Includes 5 percent markup for CDM Smith costs.

(2) Assumes 3 construction contracts for Phase 2.

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

SCOPE OF WORK

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

1.0 ENGINEER'S SERVICES

1.1 Design Phase

- 1.1.1 Prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the standards of the Construction Specifications Institute).
- 1.1.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.
- 1.1.3 Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER as a result of changes in scope, extent or character or design requirements of the Project.
- 1.1.4 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.1.5 Furnish five copies of the above documents, Drawings and Specifications to and review them with OWNER.
- 1.1.6 ENGINEER's services under the Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) sixty (60) days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Design Phase.

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

TASK 1: SURVEY

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

A. Ground Control

1. Ground control will be performed under this task to tie in aerial photography obtained under a separate Agreement.
2. Undertake research to obtain copies of benchmarks established by the Massachusetts Geodetic Survey (MGS) within, or immediately adjacent to, the project limits.
3. Perform GPS observations at approximately 20 ground control points using Trimble R8 and/or R10 GNSS geodetic receivers. The horizontal datum will be the North American Datum of 1983 (NAD83) and the vertical datum will be the North American Vertical Datum of 1988 (NAVD88).

B. Topographic Mapping

1. Undertake analytical aerial triangulation (AAT) to supplement the ground control survey.
2. Prepare topographic mapping at a scale of 1"=40' with 2-foot contours generated from a digital terrain model (DTM) of a 200-foot wide band centered on each street. The total distance to be mapped is approximately 60,000 linear feet. The details to be shown shall include roads, driveways, sidewalks, buildings, structures, bridges, fences, walls, mail boxes, visible utility structures, parking areas, road markings, signs, drainage features, isolated trees and wooded areas. Property lines will be obtained from assessor's maps and will be digitized into the mapping files.

C. Supplemental Field Surveys

1. Perform field surveys that will be based on the control network described in Task 1A using Trimble electronic total station instruments and/or GPS receivers to locate surface evidence of utility structures and features, including manholes, catch basins, culverts, in-line water and gas valves, rim elevations of drainage structures and to obtain sill elevations of buildings in the project area. Utility poles and other critical features not visible on the aerial photography will also be located. Generally, service valves for water and gas mains will not be located as part of this survey. In addition, invert elevations will be determined by direct field measurement for the drainage structures and pipelines. Temporary benchmarks will be established within the project limits at approximately 500-foot intervals.
2. Perform a field edit walk-through to identify pavement and curb types within the limits of the project and to annotate house numbers and type (whether house has walk out basement), fence and wall types, utility pole numbers and street signage information.
3. Undertake research to obtain information concerning the location, size and material of private and municipal utilities (including gas, electric, telephone, water and drain). Compile the location of underground utilities based on surface evidence and available record drawings.
4. Amend the topographic survey plan to depict the data collected in the Supplemental Field Survey and utility research.

TASK 2: PRELIMINARY DESIGN

ENGINEER shall complete Preliminary Design activities for Phase 2 of the OWNER's proposed Wastewater Collection System as presented in the Comprehensive Wastewater Master Plan (CWMP). The proposed Phase 2 collection system consists of approximately 48,000 linear feet of gravity sewers; 12,000 linear feet of force main; 3,200 linear feet of pressure sewers; and 6 pumping stations. The intent of the Preliminary Design activities is to further refine the conceptual Phase 2 collection system presented in the CWMP and to obtain approval of sewer system types and locations from OWNER and project stakeholders prior to proceeding with Final Design. Locating sewers in-street versus off-street shall be considered. Specific tasks will include:

A. Wastewater Collection System

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

B. Wastewater Pumping Stations

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

C. Technical Memorandum and Cost Estimate.

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

D Project Management and Meetings

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

TASK 3: FINAL DESIGN

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

A. Subsurface Investigations

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

B. Permitting/SRF Submittals

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

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

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

C. Final Plans and Specifications

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

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

D. Construction Cost Estimate

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

E. Project Management and Meetings

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

1.2 Bidding Phase

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

authorization to proceed, ENGINEER shall:

- 1.2.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.
- 1.2.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- 1.2.3 Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 1.2.4 Attend the bid opening, prepare bid tabulation and assist OWNER in evaluating bids and in assembling and awarding contracts for construction, materials, equipment and services.
- 1.2.5 The Bidding Phase will terminate and the Services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

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

TASK 4: BIDDING

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



1.3

Construction Phase (To Be Authorized)

During the Construction Phase:

1.3.1 General Administration of Construction Contract

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

1.3.2 Visits to Site and Observation of Construction

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

- 1.3.2.1 ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 1.3. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work

beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.3.2.2 and other express or general limitations in this Agreement and elsewhere.

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

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

1.3.3 Defective Work

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

1.3.4 Clarifications and Interpretations; Field Orders

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

1.3.5 Change Orders and Work Change Directives

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

1.3.6 Shop Drawings

ENGINEER shall review and approve (or take other appropriate action in respect of) Shop

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

1.3.7 Substitutes

ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

1.3.8 Inspections and Tests.

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

1.3.9 Disagreements between OWNER and Contractor

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

1.3.10 Applications for Payment.

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

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

1.3.10.2 By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.3.11 Contractor's Completion Documents.

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

1.3.12 Substantial Completion

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

1.3.13 Final Notice of Acceptability of the Work

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

1.3.14 Limitation of Responsibilities.

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

1.3.15. Duration of Construction Phase.

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

final payment.

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

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

TASK 5: CONSTRUCTION ADMINISTRATION

ENGINEER shall perform Construction Administration duties for the duration of the construction phase of the Phase 2 collection system as specified in Paragraph 1.3 and as follows:

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

TASK 6: RESIDENT INSPECTION

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

2.0 OWNER'S RESPONSIBILITIES

- 2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:
 - 2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;
 - 2.1.2 The services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment;
 - 2.1.3 Appropriate professional interpretation of all of the foregoing;

- 2.1.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
- 2.1.5 Field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;
- 2.1.6 Property descriptions;
- 2.1.7 Zoning, deed and other land use restrictions; and
- 2.1.8 Other special data or consultations not covered in Article 2.

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

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

ENGINEER does not undertake in this Agreement to perform the services referred to in 2.6.1 and 2.6.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

- 2.7 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and

Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

- 2.8 If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.
- 2.9 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- 2.10 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
- 2.11 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.
- 2.12 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.
- 2.13 Identify in writing to ENGINEER the name of OWNER representative that is authorized to provide day-to-day direction to ENGINEER during the project on behalf of the OWNER.

3.0 TIME PERIOD FOR PERFORMANCE

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

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

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

4.0 METHOD OF PAYMENT

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

For services performed under Article 1 and described in Paragraph 1.0, Tasks 1 through 4, OWNER agrees to pay ENGINEER an amount not to exceed \$2,020,000.

The OWNER agrees to pay the ENGINEER for work done by its personnel on the basis of direct labor cost times a factor of 2.95. Direct labor cost is defined as chargeable salaries without fringe benefits as incurred by ENGINEER's personnel for the time directly utilized on the work covered by this Agreement.

The OWNER also agrees to pay the ENGINEER for actual out-of-pocket expense costs other than direct labor costs that are incurred during the progress of the work. Actual out-of-pocket costs include: automobile rental if required, mileage charges, parking, tolls, taxi, meals, lodging, telephone, printing and reproduction costs and other miscellaneous costs incurred specifically for this project. The charges for rental of field equipment will be at the ENGINEER's regular rates.

For work done by subcontract or consultants, the OWNER agrees to pay the ENGINEER the actual cost to the ENGINEER of such services plus five (5) percent of the cost of such services.

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

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

Professional Design, Bidding and Construction Phase Services

Authorized:

Task 1 – Survey	\$200,000
Task 2 – Preliminary Design	\$198,000
Task 3 – Final Design	\$1,592,000
Task 4 – Bidding	<u>\$30,000</u>
Subtotal	\$2,020,000

Not Authorized:

Task 5 – Construction Administration	TBD
Task 6 – Resident Inspection	<u>TBD</u>
Subtotal	TBD
TOTAL:	\$2,020,000

TBD = To Be Determined

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

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

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

5.0 SPECIAL PROVISIONS

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

None

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

**DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE**

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____, 2018 between Town of Harwich, Massachusetts (OWNER) and CDM Smith Inc. (ENGINEER) for providing professional services.

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Constructor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Constructor, for safety precautions and programs incident to the work of any Constructor, for any failure of any Constructor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals schedule of values, and other schedules prepared by Contractor and consult with ENGINEER concerning their acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings (but not Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
3. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

4. *Liaison:*
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Construction Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples that are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
6. *Review of Work, Defective Work, Inspections, Tests and Start-ups:*
 - a. Report to ENGINEER whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform ENGINEER of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to ENGINEER for addressing such Work.
 - c. Advise ENGINEER of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
 - d. Consult with ENGINEER in advance of scheduled inspections, tests and systems start-ups.
 - e. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections and report to ENGINEER.
7. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
8. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

9. *Records:*

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, copies of Construction Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing submittals and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, Subcontractors present at the Site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses, e-mail addresses, websites and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

10. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives and Field Orders.
- d. Report immediately to ENGINEER and OWNER the occurrence of any accident.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

12. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

13. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

**AMENDMENT No. 1
TO AGREEMENT BETWEEN
OWNER AND ENGINEER**

This Amendment No. 1 is made and entered as of _____, 2018 to the Agreement between CDM Smith Inc. (“ENGINEER”) and The Town of Harwich, Massachusetts (OWNER) dated June 2, 2017, (“the Agreement”).

WHEREAS, ENGINEER and OWNER entered into the Agreement for professional services related to the Sewer Collection System – Phase 2 (the Project); and

WHEREAS, the parties desire to amend the Agreement so as to authorize the Construction Phase scope of services, time periods of performance and payment, and/or responsibilities of the OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and Agreement, the parties agree to amend the Agreement to revise the scope of services as described herein:

1.0 The Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

- A. **ADD** Section 1.3, Task 5: Construction Administration as described in the Agreement.
- B. **ADD** Section 1.3, Task 6: Resident Inspection as described in the Agreement.

2.0 The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

The OWNER’s responsibilities are unchanged by this Amendment.

3.0 The time periods for the performance of ENGINEER’s services as set forth in the Agreement are amended and supplemented as follows:

The time periods for performance of the ENGINEER’s services as described in Tasks 1 through 4 are unchanged by this Amendment.

The time period for performance of the ENGINEER’s services as described in Task 5 and 6 will be from January 1, 2019 through June 30, 2021.

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

4.1 For services performed under Article 1 and described in Paragraph 1.0, Tasks 1 through 5, OWNER agrees to pay ENGINEER an amount not to exceed \$2,630,000.

The OWNER agrees to pay the ENGINEER for work done by its personnel on the basis of direct labor cost times a factor of 2.95. Direct labor cost is defined as chargeable salaries without fringe benefits as incurred by ENGINEER's personnel for the time directly utilized on the work covered by this Agreement.

The OWNER also agrees to pay the ENGINEER for actual out-of-pocket expense costs other than direct labor costs that are incurred during the progress of the work. Actual out-of-pocket costs include: automobile rental if required, mileage charges, parking, tolls, taxi, meals, lodging, telephone, printing and reproduction costs and other miscellaneous costs incurred specifically for this project. The charges for rental of field equipment will be at the ENGINEER's regular rates.

For work done by subcontract or consultants, the OWNER agrees to pay the ENGINEER the actual cost to the ENGINEER of such services plus five (5) percent of the cost of such services.

4.2 For services performed under Article 1 and described in Paragraph 1.0, Task 6, OWNER agrees to pay ENGINEER an amount not to exceed \$1,680,000.

The OWNER agrees to pay the ENGINEER for work done by its personnel on the basis of direct labor cost times a factor of 2.45. Direct labor cost is defined as chargeable salaries without fringe benefits as incurred by ENGINEER's personnel for the time directly utilized on the work covered by this Agreement.

The OWNER also agrees to pay the ENGINEER for actual out-of-pocket expense costs other than direct labor costs that are incurred during the progress of the work. Actual out-of-pocket costs include: automobile rental if required, mileage charges, parking, tolls, taxi, meals, lodging, telephone, printing and reproduction costs and other miscellaneous costs incurred specifically for this project. The charges for rental of field equipment will be at the ENGINEER's regular rates.

For work done by subcontract or consultants, the OWNER agrees to pay the ENGINEER the actual cost to the ENGINEER of such services plus five (5) percent of the cost of such services.

4.3 The Total of all Engineering Services shown in Paragraph 4.0 is hereby increased and authorized from \$2,020,000 to \$4,310,000 as a result of this Amendment No. 1.

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

Professional Design, Bidding and Construction Phase Services

Authorized in Agreement:

Task 1 – Survey	\$200,000
Task 2 – Preliminary Design	\$198,000
Task 3 – Final Design	\$1,592,000
Task 4 – Bidding	<u>\$30,000</u>
Subtotal	\$2,020,000

Authorized in Amendment No. 1:

Task 5 – Construction Administration	\$610,000
Task 6 – Resident Inspection	<u>\$1,680,000</u>
Subtotal	\$2,290,000
TOTAL:	\$4,310,000

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

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

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

5.0 Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

Town of Harwich:

CDM Smith Inc.:



By: Christopher Clark
Title: Town Administrator
Town Hall
732 Main Street
Harwich, MA 02645

By: David F. Young, P.E.
Title: Vice President
75 State Street
Suite 701
Boston, MA 02109

HARWICH, MA
PHASE 2 ENGINEERING COST BREAKDOWN

TASK/DESCRIPTION	HOURS	RAW LABOR	OUTSIDE PROFESSIONALS ⁽¹⁾	EXPENSES	TOTAL COST
Task 1: Survey	24	\$1,169	\$196,550	\$0	\$200,000
Task 2: Preliminary Design	1,620	\$66,780	\$0	\$1,000	\$198,000
Task 3: Final Design	11,525	\$468,542	\$189,000	\$20,800	\$1,592,000
Task 4: Bidding	180	\$6,915	\$0	\$9,600	\$30,000
Task 5: Construction Administration	3,490	\$192,035	\$36,000	\$7,500	\$610,000
Task 6: Resident Engineering	12,135	\$558,325	\$212,100	\$100,000	\$1,680,000
PROJECT TOTALS	28,974	\$1,293,766	\$633,650	\$138,900	\$4,310,000

Notes:

(1) Includes DEP SRF M/WBE requirement (8.7 percent) and 5 percent markup for CDM Smith costs.

Energy Reduction Plan

TOWN OF HARWICH



FY2019 Application to Green Communities

OCTOBER 15, 2018

CONTENTS

PURPOSE AND ACKNOWLEDGEMENTS	2
Letter from General Government Verifying Adoption of the ERP	2
OFFICE OF THE TOWN ADMINISTRATOR Fax (508) 432-5039.....	2
List of Contributors that Participated in the Baseline and ERP Process.....	3
EXECUTIVE SUMMARY.....	4
NARRATIVE SUMMARY OF THE TOWN	4
Summary of Municipal Energy Uses	5
Table 1: Summary of Municipal Energy Users	5
Summary of Energy Use Baseline and Plans for Reductions.....	6
Table 2: Summary of Municipal Energy Use Baseline	6
ENERGY USE BASELINE INVENTORY	6
Identification of the Inventory Tool Used	6
Identification of the Baseline Year and ERP Timeframe	6
Municipal Energy Consumption for the Baseline Year.....	6
ENERGY REDUCTION PLAN	10
Narrative Summary	10
GETTING TO A 20% ENERGY USE REDUCTION WITHIN THE 5 YEAR PERIOD FOLLOWING THE BASELINE YEAR	11
Table 4: Energy Conservation Measures Data	12
Summary of Long-Term Energy Reduction Goals – Beyond 5 years	13
ONSITE RENEWABLE ENERGY PROJECTS & RENEWABLE ENERGY	14
Appendices	14

ENERGY REDUCTION ACTION PLAN

PURPOSE AND ACKNOWLEDGEMENTS

LETTER FROM GENERAL GOVERNMENT VERIFYING ADOPTION OF THE ERP

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*
Evan Melillo, *Assistant Town Administrator*

October 15, 2018

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



To Whom It May Concern:

Please be advised that on October 15, 2018, the Board of Selectmen of the Town met at a duly noticed and regularly scheduled meeting and voted to adopt the Energy Reduction Plan for Criterion 3 of the Green Communities Application for Designation. The Board of Selectmen were given copies of the plan for review prior to the meeting.

Sincerely,

Christopher Clark
Town Administrator

LIST OF CONTRIBUTORS THAT PARTICIPATED IN THE BASELINE AND ERP PROCESS

The Town of Harwich wishes to thank the following folks for their efforts:

- Christopher Clark
- Kyle Edson
- Charleen Greenhalgh
- Sean Libby
- Evan Melillo
- Raymond Chesley
- Harwich Board of Selectmen
 - Larry Ballentine
 - Donald Howell
 - Julie Kavanagh
 - Michael MacAskill
 - Edward McManus
- Harwich Energy Committee members
 - Valerie Bell
 - Terry Hayden
 - Charles Czech
 - Larry Cole
 - Barry Worth
- Support from Department of Public Works

EXECUTIVE SUMMARY

NARRATIVE SUMMARY OF THE TOWN

The Town of Harwich is a quiet resort and agricultural community located on the south side of the Cape peninsula, with an extensive shoreline on Nantucket Sound. The year-round population is approximately 12,677 with a seasonal increase to 37,000. Harwich encompasses 20.93 square miles of land area with 10.9 miles of tidal shoreline. There are seven villages within the town. It is located in the 10th Congressional District, the Plymouth, Cape and Islands State Senatorial District. With miles of rivers and marshes and a coastline of sandy beaches dotted with the town's four (4) picturesque harbors, Harwich has the unique ability to provide every form of aquatic activity available: quiet canoeing through the great marshes of the Herring River, water skiing on Long Pond, deep sea fishing out of the harbors, fly fishing in several of the smaller ponds, or swimming and sunbathing on the sandy Nantucket Sound and Pleasant Bay beaches.

Harwich has many different types of scenic landscapes, which include; almost eleven (11) miles of tidal shoreline along Nantucket Sound and Pleasant Bay; four (4) harbors, where Round Cove is the only naturally occurring one and Wychmere, Allens, and Saquatucket were once pond and/or marsh areas, dredged out to the Sound to provide protection for sea vessels; many bogs which are scattered throughout Harwich providing scenic enjoyment and agricultural production; twenty-two (22) freshwater ponds and two (2) reservoirs; two (2) scenic river corridors: Herring River and Muddy Creek; and over 320 acres of forests, water, and wetland in the Bells Neck Road/Salt Marsh/Reservoir area.

HISTORY

Harwich was settled around 1665, and incorporated in 1694. Its early economy included agriculture and maritime industries and its history has included boom and bust cycles from the earliest days of the community.

The upper Cape towns of Sandwich, Barnstable and Yarmouth were incorporated by 1639. The 'Pamet Lands', including the outer Cape towns of Orleans, Eastham, Wellfleet, Truro, and Provincetown were purchased in 1644 and incorporated as Nauset in 1646. The territory in between these towns included Indian land and part of the land known as 'Purchases or Old Comers Reserve'. John Wing appears to have been the first settler in this new territory in 1658 in what is now Brewster. In 1667, Indian Chief Sachemus gave John Mecoy a thirty-six (36) acre parcel of land in what is now Harwich Center. Gershom Hall, the first white man to reside in Harwich, settled on this land in 1668. By 1694, there were enough settlers in the territory to support a minister, this being a requirement for application for incorporation by the General Court of the Massachusetts Bay Colony. This large tract of land, the largest in Barnstable County, remained intact until 1772 when the southeastern part was set off to Eastham.

In 1775, when Separatists and Baptists outnumbered Orthodox Congregationalists, Harwich burghers felt independent enough to refuse to support a minister with public tax monies and they continued refusing to do so for 18 years. The town showed religious diversity from the first, including residents who are Baptists, Methodists, Reformed Methodists (anti-episcopal), Wesleyans and Catholics, among others. In 1803, after a bitter struggle, the north parish and south parish separated into the Towns of Brewster and Harwich.

When the whaling industry collapsed with the discovery of oil, the community's emphasis shifted to cod fishing. By 1802, 15 to 20 ships were shore fishing and another four ships were cod fishing in Newfoundland and Labrador, and by 1851, there were 48 ships employing 577 men and bringing in thousands of tons of cod and mackerel. The

eventual decline of the fishing industry in Harwich by the latter part of the 19th century was caused by increases in the size of ships which eventually outstripped the shallow port's ability to house them. Residents turned to the development of cranberry bogs and resorts for summer visitors, working side-by-side with Portuguese immigrants. The first resort hotel opened in 1880 and both the cranberry and the tourist industries remain substantial parts of Harwich's economy in the present.

For more information about the history of Harwich, please visit the Harwich Historical Society at Brooks Academy Museum.

SUMMARY OF MUNICIPAL ENERGY USES

TABLE 1: SUMMARY OF MUNICIPAL ENERGY USERS

	Number	Ownership
Buildings		
Natural Gas Heat	9	Muni
Oil Heat	3	Muni
Vehicles		
Non-Exempt	23	Muni
Exempt	81	Muni
Street Lights	1110	Muni
Traffic Lights	3	Muni
Water and Sewer		
Pumping Stations	14	Muni

SUMMARY OF ENERGY USE BASELINE AND PLANS FOR REDUCTIONS

TABLE 2: SUMMARY OF MUNICIPAL ENERGY USE BASELINE

BASELINE YEAR FY2018	MMBtu Used in Baseline Year	% of Total MMBtu Baseline Energy Consumption	Projected Planned MMBtu Savings	Savings as % of Total MMBtu Baseline Energy Consumption
Buildings	15,404	37.5%	4,608	11%
Vehicles	18,781	45.7%	1613	4%
Street/Traffic Lights	33	0.0%	0	0%
Water/Sewer/Pumping	6,663	16.2%	0	0%
Open Space³	235	0.6%	0	0%
Total	41,115	100%	5,985	15%

ENERGY USE BASELINE INVENTORY

IDENTIFICATION OF THE INVENTORY TOOL USED

The Town of Harwich has elected to utilize MassEnergyInsight as the Inventory Tool.

IDENTIFICATION OF THE BASELINE YEAR AND ERP TIMEFRAME

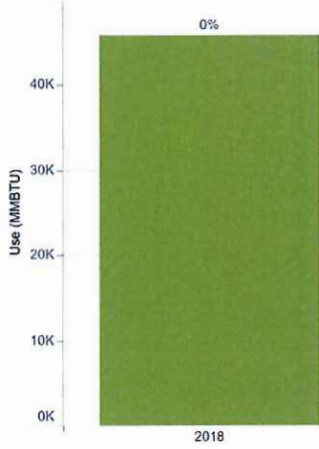
Our baseline year is FY2018. The five-year timeframe for the 20% energy reduction goal is FY2019 - FY2023. Please see the information from MassEnergyInsight below on the baseline.

MUNICIPAL ENERGY CONSUMPTION FOR THE BASELINE YEAR

The Baseline Dashboard below shows the usage by category. The tables from MassEnergyInsight's Energy Reduction Plan Guidance Table 3 (Fuel Units) and Energy Reduction Plan Guidance Table 3 (MMBTU) provide further details. All years refer to fiscal years rather than calendar years.

Baseline Dashboard

Overall Use (with % Difference from Baseline Year)



Use by Facility Category



ERP Guidance Table 3a - Municipal Energy Consumption for 2018 (Native Fuel Units)

Building		2018				
		Electric (kWh)	Gas (therms)	Oil (gallons)	Gasoline (gallons)	Diesel (gallons)
Building	Community Center	327,360				
	Town Hall	179,747	1,861			
	Albro House	1,281				
	Brooks Academy	24,932	3,504			
	Library	178,640	9,430			
	Saquatucket Marina	82,000				
	Bank St Workshop	4,987				
	Starter Shed	1,522				
	Club House	204,672		4,608		
	Fuel Dock	23,970				
	Police	462,960				
	Fire Station #1		9,815			
	Fire Station #2	36,120	3,032			
	Transfer Station	80,408	2,191			
	Cultural Center	187,800	43,401			
	DPW	71,207	5,209			
	Allen Harbor	9,612	2,012			
	Sisson Rd Rec Building	4,097	2,989			
	Total	1,881,315	83,444	4,608		
	Open Space	Cemetery	3,158	362		
Whitehouse Field lights		36,688				
Uncle Venie's Bathhouse		766				
Larsen Park		553				
Doane Park		418				
Brooks Park		13,566				
Pleasant Rd Beach		693				
Exchange Park		1,112				
Sand Pond Beach		0				
Bank Street Beach		855				
Long Pond Beach		380				
Total		58,189	362			
Street/Traffic Lights	Streetlights	9,628				
	Total	9,628				
Vehicle	Historical Vehicles				52,901	87,920
	Total				52,901	87,920
Water/Sewer	Unassigned Water/Sewer Acc..	1,733,816	7,469			
	Total	1,733,816	7,469			
Grand Total		3,682,948	91,275	4,608	52,901	87,920

ERP Guidance Table 3b - Municipal Energy Consumption for 2018 (MMBTU)
Please make sure that any data submitted to DOER contains complete Data!

		2018						
		Diesel	Electric	Gas	Gasoline	Oil	Total	
Building	Community Center		1,117				1,117	
	Town Hall		613	186			799	
	Albro House		4				4	
	Brooks Academy		85	350			435	
	Library		610	943			1,553	
	Saquatucket Marina		280				280	
	Bank St Workshop		17				17	
	Starter Shed		5				5	
	Club House		698			641	1,339	
	Fuel Dock		82				82	
	Police		1,580				1,580	
	Fire Station #1			982			982	
	Fire Station #2		123	303			426	
	Transfer Station		274	219			493	
	Cultural Center		641	4,340			4,981	
	DPW		243	521			764	
	Allen Harbor		33	201			234	
	Sisson Rd Rec Building		14	299			313	
		Total		6,419	8,344		641	15,404
	Open Space	Cemetery		11	36			47
Whitehouse Field lights			125				125	
Uncle Venie's Bathhouse			3				3	
Larsen Park			2				2	
Doane Park			1				1	
Brooks Park			46				46	
Pleasant Rd Beach			2				2	
Exchange Park			4				4	
Sand Pond Beach			0				0	
Bank Street Beach			3				3	
Long Pond Beach			1				1	
		Total		199	36			235
Street/Traffic Lights	Streetlights		33				33	
	Total		33				33	
Vehicle	Historical Vehicles	12,221			6,560		18,781	
	Total	12,221			6,560		18,781	
Water/Sewer	Unassigned Water/Sewer Acc..		5,916	747			6,663	
	Total		5,916	747			6,663	
Grand Total		12,221	12,566	9,128	6,560	641	41,115	

ENERGY REDUCTION PLAN

NARRATIVE SUMMARY

- 1. Overview of Goals for Years 1-3**

Since 2001, the Town of Harwich has aggressively pursued electric energy efficiency projects with the result that there are few electric opportunities remaining. However, there are considerable savings with natural gas efficiency projects. The first three years will be focused on addressing the identified measures from this Energy Reduction Plan working with Cape Light Compact and National Grid. The highest candidates for projects are the ones listed in Table 4 as they have already been identified with quantifiable savings.
- 2. Overview of Goals for Years 4-5**

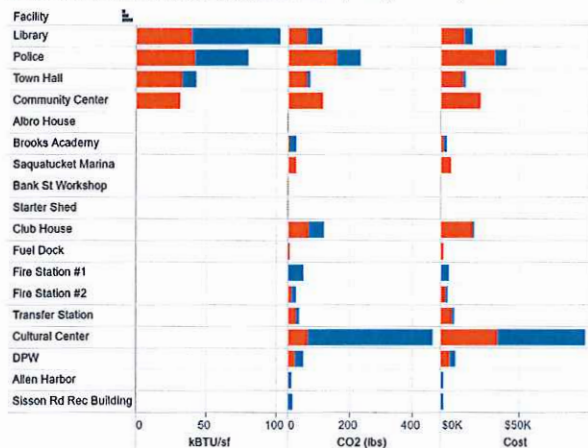
In the latter years, the Town is interested in looking at longer-term projects that may involve more capital funding such as central heating systems as well as potential projects where smarter controls can be deployed as part of vehicle efficiency.
- 3. Identify Areas of Least Efficiency/Greatest Waste**

As shown in MassEnergyInsight, the building with the most usage is the Cultural Center. The Town has already engaged with the Cape Light Compact and National Grid to look for opportunities to improve the building. As a former school, the Town recently decided to convert this to a Cultural Center, and it is anticipated that the Green Communities funding would be used for efficiency projects in this building. The "Buildings to Target" are shown below.

Buildings to Target

This dashboard compares buildings to one other on an energy use per area metric, measured as kBTU/square foot. In the quadrant chart on the right, buildings with the highest energy use and worst efficiency (as compared to other buildings in your portfolio) are in the upper right hand quadrant. Facilities of the types Open Space, Water/Sewer, Street/Traffic Lights, and Vehicles are not displayed. Diesel and Gasoline records attached to a building are not included in the kBTU/SF calculation.

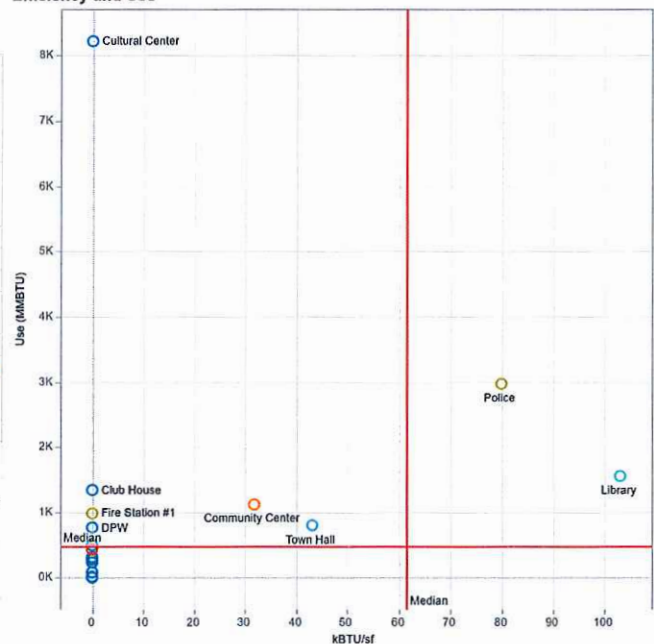
Building Efficiency, Emissions and Cost Heating Electric
Emissions factors updated 1/4/2012 using Massachusetts-specific greenhouse gas emissions factors.



Select a building name above to see how efficient it is compared to your other buildings. Lower numbers indicate greater efficiency.



Efficiency and Use



PROGRAM MANAGEMENT PLAN FOR IMPLEMENTATION, MONITORING AND OVERSIGHT

Sean Libby – Facilities Maintenance Manager, Town of Harwich – Sean will have primary oversight over the Energy Reduction Plan implementation and for implementation of energy conservation measures in coordination with the respective departments.

Evan N. Melillo – Assistant Town Administrator, Town of Harwich – Evan will have the primary responsibility for coordination with the Board of Selectmen and the Administration. He will also be the key contact at the Town for Annual Reporting Requirements.

Charleen Greenhalgh – Town Planner, Town of Harwich – Charleen will support Evan in coordination, planning and reporting. Because of her prior experience and expertise in the subject matter, she will be advising the process and reviewing reports.

Margaret Song – Commercial and Industrial Program Manager, Cape Light Compact – Margaret will work with Sean to implement necessary measures and coordinate with Cape Light Compact’s vendor, who also works for National Grid, who provides natural gas energy efficiency incentives.

Energy Conservation Measures

Please see the separate excel file and the image below for the list of completed and planned energy conservation measures, including vehicular efficiency measures. As you can see in Table 2, the identified measures constitute 15% energy savings.

It should be noted that 4% of the estimated savings in the Table are from vehicles, specifically investigation of the IdleRight Technology and fleet replacement.

BEHAVIOR-BASED INITIATIVES

For the remaining 5%, the town will be looking at behavior-based energy savings.

While energy reduction strategies through behavior are more difficult to quantify than direct equipment replacement, Karen Ehrhardt-Martinez of Navigant estimated in 2016 that savings can vary from 16-33% of usage. Looking at specific types such as offices, the range narrows to 28-33%.

If you apply the lowest value of 28% to the building usage in the baseline year, then there could be over 4,000 MMBTUs savings, which equates to over 10% of the overall usage in FY2018. As detailed in the report, town staff would be able to educate its staff members on turning on lighting, using lighting and HVAC controls properly, and reducing plug load, where possible.

The link to the report can be found at
https://aceee.org/files/proceedings/2016/data/papers/8_940.pdf

SUMMARY OF LONG-TERM ENERGY REDUCTION GOALS – BEYOND 5 YEARS

1. *Municipal Buildings*

The Town is committed to reducing energy usage within the Town with particular interest in heating system updates and weatherization. The Cultural Center (as mentioned earlier) is a new opportunity for upgrades, and there is the potential that the Fire Department may be renovations in the future.

2. *Vehicles*

The Town is committed to the efficient vehicle policy and exploring electric vehicles and charging stations. The town is also investigating the use of IdleRight technology on applicable vehicles. The town will continue to review the necessary fleet needs for the town and address the vehicle fuel use with potential reductions or replacements in the fleet.

3. *Street and Traffic Lighting*

The Town is interested in investigating controls for street lighting. The innovations in smart controls are evolving quickly, and the Town may be able to find some savings in looking at dimming controls on certain roadways.

4. *Perpetuating Energy Efficiency* – The Town of Harwich recently established the role of Facilities Maintenance Manager, and since that time, the staff have worked to develop an inventory of building equipment, created a capital plan, started centralizing the efforts on upgrades and maintenance. As such, the town has made significant efforts to create a plan to reduce energy use, and this can be seen in the building energy use for the last several years despite increasing usage from converting the old school into a cultural center. The town is dedicated to looking for and continuing its efforts to reduce energy use throughout its portfolio.

ONSITE RENEWABLE ENERGY PROJECTS & RENEWABLE ENERGY

Renewable energy projects that are planned, in process or completed are included below.

There are no town-owned and operated solar arrays in planning, in process, or completed at this time.

APPENDICES

The following documents are attached:

- Cranberry Golf Club House.pdf
- Fleet Replacement.pdf
- Harwich Community Center.pdf
- Harwich Cultural Center.pdf
- Harwich Fire Department.pdf
- Harwich Police Department.pdf
- IdleRight Harwich.pdf

TABLE 4: ENERGY CONSERVATION MEASURES DATA

Criterion 3 Step 4: Complete Table 4 - ECMs

[Click here to view a sample version of this table](#)

ECMs				Table 4 Energy Conservation Measures Data															
Category (Select one from drop-down)	Building/Site Name	Energy Conservation Measure Name	ECM Type (select one from drop-down)	Status		Energy Data						Financial Data				Reference Data			
				Status (select one from drop-down)	Status Date (Completed with month/year or planned month/year)	Projected Annual Electricity Savings (kWh)	Projected Annual Natural Gas Savings (therms)	Projected Annual Oil Savings (gallons)	Projected Annual Propane Savings (gallons)	Projected Annual Gasoline Savings (gallons)	Projected Annual Diesel Savings (gallons)	Projected Annual Savings (\$)	Total Installed Cost (\$)	Green Community Grant (\$)	Utility Incentives (\$)	Net Cost (\$)	Funding Source(s) for Net Costs	Source for Projected Savings	
Buildings	Hanwich Community Center	Condensing Boiler	HVAC	Planned			3,944					\$5,705	\$181,818	TBD	TBD			Harwich Community Center pdf	
Buildings	Hanwich Community Center	High Efficiency AC	HVAC	Planned		32,455						\$4,868	\$204,545	TBD	TBD			Harwich Community Center pdf	
	Hanwich Community Center	Condensing Water Heater	Hot Water	Planned			409					\$470	\$22,703	TBD	TBD			Harwich Community Center pdf	
Buildings	Hanwich Community Center	Energy Management System W/ DCV & Dual Enthalpy Controls	Building Control	Planned		24,303	6,294					\$11,005	\$94,292	TBD	TBD			Harwich Community Center pdf	
Buildings	Hanwich Community Center	AHU Supply Fan VFD	HVAC	Planned		36,805						\$5,705	\$41,633	TBD	TBD			Harwich Community Center pdf	
Buildings	Hanwich Community Center	HW Circulator Pump VFD	Pump/Motor/Drive	Planned		17,792						\$2,758	\$17,930	TBD	TBD			Harwich Community Center pdf	
Buildings	Hanwich Community Center	Low Flow Spray Valve	Hot Water	Planned			114					\$131	\$150	TBD	TBD			Harwich Community Center pdf	
Buildings	Town Hall	Energy Management System W/ DCV & Dual Enthalpy Controls	Building Control	Planned		16,402	5,538					\$8,911	\$43,214	TBD	TBD			Harwich Town Hall pdf	
Buildings	Town Hall	RTU Supply Fan VFD	HVAC	Planned		10,760						\$1,668	\$12,283	TBD	TBD			Harwich Town Hall pdf	
Buildings	Town Hall	Low Flow Spray Valve	Hot Water	Planned			136					\$156	\$64	TBD	TBD			Harwich Town Hall pdf	
Buildings	Town Hall	Demand Circulator Pumps	Pump/Motor/Drive	Planned		4,236						\$635	\$15,152	TBD	TBD			Harwich Town Hall pdf	
Buildings	Town Hall	High Efficiency AC	HVAC	Planned		29,690						\$4,454	\$127,273	TBD	TBD			Harwich Town Hall pdf	
Buildings	Fire Department	Energy Management System w/DCV	Building Control	Planned		4,828	2,163					\$3,259	\$38,000	TBD	TBD			Harwich Fire Department pdf	
Buildings	Fire Department	Dual Enthalpy Economizer Controls	Building Control	Planned		5,780						\$696	\$8,000	TBD	TBD			Harwich Fire Department pdf	
Buildings	Fire Department	High Efficiency Split AC w/AHU VFD	HVAC	Complete	Sep-18	3,689						\$553	\$51,750	TBD	TBD				
Buildings	Fire Department	High Efficiency HW Circulator Pumps with water heater fuel switch to gas	Pump/Motor/Drive	Complete	Sep-18	18,124						\$2,719	\$17,648	TBD	TBD				
Buildings	Fire Department	Condensing Boiler	HVAC	Complete	Sep-18		2,146					\$2,468	\$98,292	TBD	TBD				
Buildings	Police Department	Energy Management System w/DCV	Building Control	Planned		4,819	2,241					\$3,432	\$12,768	TBD	TBD			Harwich Police Department pdf	
Buildings	Police Department	Condensing Water Heater	Hot Water	Planned			409					\$470	\$22,723	TBD	TBD			Harwich Police Department pdf	
Buildings	Police Department	Condensing Boiler	HVAC	Planned			2,146					\$2,468	\$129,729	TBD	TBD			Harwich Police Department pdf	
Buildings	Police Department	High Efficiency AC	HVAC	Planned		6,294						\$944	\$86,486	TBD	TBD			Harwich Police Department pdf	
Buildings	Cranberry Golf Course	Low Flow Spray Valve	Hot Water	Planned				23				\$411	\$200	TBD	TBD			Cranberry Golf Course pdf	
Buildings	Cranberry Golf Course	Programmable Thermostat	Building Control	Planned				3				\$58	\$180	TBD	TBD			Cranberry Golf Course pdf	
Buildings	Cranberry Golf Course	Condensing Boiler	HVAC	Planned					335			\$670	\$30,757	TBD	TBD			Cranberry Golf Course pdf	
Buildings	Cranberry Golf Course	High Efficiency AC	HVAC	Planned		2,253						\$338	\$27,272	TBD	TBD			Cranberry Golf Course pdf	
Buildings	Cultural Center	EMS w/DCV	Building Control	Planned		45,128	4,655					\$12,122	\$163,400	TBD	TBD			Cultural Center pdf	
Buildings	Cultural Center	Boiler Reset Control	HVAC	Planned			3,378					\$3,378	\$6,600	TBD	TBD			Cultural Center pdf	
Buildings	Cultural Center	AHU Supply Fan VFD	HVAC	Planned		69,466						\$13,420	\$79,200	TBD	TBD			Cultural Center pdf	
Buildings	Cultural Center	Pipe Insulation	Weatherization	Planned			115					\$115	\$578	TBD	TBD			Cultural Center pdf	
Vehicles	Vehicles	Fleet Replacement	Vehicles	Planned		-29,533				4,649				TBD	TBD			Fleet Replacement Harwich pdf	
Vehicles	Vehicles	IdleRight	Vehicles	Planned						9,165		\$24,746	\$3,250	TBD	TBD			IdleRight Harwich pdf	
To insert additional rows, select this row, right-click, and select "insert"																			
				TOTAL Projected Savings		323,291	33,709	26	335	13,814	0	118,932	1,637,890	0	0	0			
TOTAL MMBtu SAVINGS				6,221		1103.068892	3370.8	3.614	30,486	1712.838	0								

Channel 18 Monthly Report
September 15 – October 10 2018

- Filmed updates with:
 - Brooks Free Library
 - Chamber of commerce
 - Town Administrator
 - Conservation Trust
 - Community Center
 - Weight Room
 - Harwich Children's Fund
 - Board of Selectmen (4)
 - Wastewater info mtg
 - BOH (1)
 - CPC
 - Planning Board (2)
 - Wastewater (2)
 - Conservation Commission(2)
 - Capital Outlay (2)
 - Golf (1)
 - Community Journal (3)
 - Zoning Board of Appeals (1)
- Meetings Filmed:
- Met with Emergency Management Director
- Attending Media Resource Expo and Seminars
- Completed Station Manager Self Evaluation
- Ordered new equipment for small hearing room
- Agendas and Minutes posted
- All clips and meetings transferred and posted to YouTube
- Video file maintenance

Please Follow Channel 18 on YouTube Facebook www.youtube.com/harwichchannel18
www.facebook.com/harwichchannel18

Respectfully Submitted,

Jamie Lee Goodwin

jgoodwin@town.harwich.ma.us 508-430-7569



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

DPW Activity for period of September 1, 2018 through September 31, 2018

Highway Maintenance

- Received 45 new work orders and completed 55
- Beach cleaning 3 days per week for the first two weeks in September
- Trash pick up 7 days per week
- 8 days catch basin digging
- 4 days brushing roads with Holder and John Deere
- 6 days roadside litter
- 1 day hot mixing
- 18 days street sweeping
- 3 days working on harbor project installing fence and landscaping
- 5 days of sign repairs
- Prepared 5 roads for paving first week in October (brushing, street sweeping, etc.)
- Completed private road inspections for snow services in 3 weeks (360 private roads)
- Continued coordinating with RH White and National Grid

Vehicle Maintenance

- Performed routine maintenance on 10 Town of Harwich vehicles and equipment
- Repaired 92 vehicles, small and heavy equipment
- Performed rear axle repair on one of the Disposal Area's Mack trucks
- Performed equipment swap on two Police Department vehicles, G9 and G3
- Oversaw the installation of the Town-wide radio system in Highway Department vehicles

Cemetery Maintenance

- Mowed cemeteries as necessary
- Mowed Town buildings / memorial squares as necessary
- Plant donated tree at entrance to Island Pond Cemetery
- Brushing in Island Pond Cemetery
- Mark out and cleanup for burials
- Fill in collapsed grave in Mt. Pleasant Cemetery
- Lowering and raising of flags around Town as directed

Parks Maintenance

- Mowed and prepped 7 ball fields for games as needed
- Mowed and weedwacked parks as needed
- Added irrigation to the new system at Whitehouse Field
- Dressed and seeded hills at Whitehouse Field
- Surveyed and marked trees around town for removal

Facility Maintenance

- Received 45 new work orders and completed 33 work orders from back log
- Work continues on the Brooks Free Library restoration project. 80% of the paint has been removed, rotted wood removed and being milled for replacement
- Continued work on Energy Reduction Plan for the Green Community submission
- Painted the Entry Awnings at the Community Center
- Replaced all toilets in the Town Hall
- Reviewed and updated submission of the facilities Capital Plan

Disposal Area

- C&D: 49 loads, 872.22 tons
- MSW: 41 loads, 941.41 tons
- Recycling: 20 loads, 70.91 tons
- Vehicles Recorded: 30,160
- Revenue: \$195,546.85

Reception

- Telephone calls: 211
- Walk ins: 42
- Work orders: 93



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

WEEKLY ACTIVITY REPORT FOR WEEK OF 9/30/18 THROUGH 10/06/18

PATROL

- 423 Calls and patrol-initiated activity logged
 - 13 Arrests
 - 1 Protective Custody (alcohol)
- 51 Traffic Enforcement Assignments completed
- 73 motor vehicle stops resulting in:
 - 54 Verbal warnings
 - 9 Written warnings
 - 2 Arrests
 - 2 Criminal complaint
 - 6 Investigations
- 6 Motor vehicle accidents investigated

COMMUNITY POLICING / SRO

- Coffee with a Cop event held at Community Center
- The Citizens Academy is in its third week the last class was part two of drug investigations presented by Detective Sergeant Brackett.
- Officer John Larivee has been making regular appearances at the Harwich Elementary School visiting classes

ADMINISTRATION

- Student Officer Chris Arrigo has started his recruit training as the Plymouth Police Academy
- Chief and Lt. Considine attended firearms legal update training
- Chief and Lt. Sullivan attended a National Academy Associates event at Fort Devens
- Chief met with a resident regarding a private beach issue

BUDGET/WARRANT TIME LINE 2018-2019

Friday, August 24, 2018	Capital Budget Instructions submitted by T A to Departments	
Friday, September 21, 2018	Deadline for submission of Department Capital Budgets to the T A	
Monday, September 24, 2018	TA presents BOS with 5-Year Financial Plan	Charter 9-2-1/on or before October 1st
TBD	MRSD meeting with B O S and Fincom to discuss enrollments by class and demographics, including a five year projection of same.	
Monday, October 1, 2018	Deadline for submission of C P C requests	
Monday, October 1, 2018	BOS Budget Message to guide TA in developing budget Requests - Including Board agreed to goals	Charter 9-2-2/on or before the first Tuesday in October
Monday, October 22, 2018	Capital Outlay Committee submits 7-yr Capital Outlay plan to T A	
Monday, October 22, 2018	Joint Meeting with MRSD, Finance Committee and Capital Outlay Committee to discuss: <ul style="list-style-type: none"> • State of the Town/BOS Budget Message • MRSD Budget/Enrollments • Finance Committee Priorities • Capital Budget Requests • Outlook for 2020 	
Wednesday, October 31, 2018	Operating Budget instructions submitted to departments by T A	
Friday, November 30, 2018	Deadline for submission of department operating budgets to T A	Charter 9-2-3/on or before the 1st Friday of December
Friday, November 30, 2018	Deadline for submission of departmental warrant articles to T A	
Monday, December 10, 2018	B O S Review and discussion of potential warrant articles	
Monday, December 10, 2018	TA submits 7-yr Capital Outlay Plan to joint meeting of BOS/ Finance Committee	Charter 9-6-3/during the month of December
Monday, December 24, 2018	MRSD School Vacation	
Monday, January 7, 2019	BOS/FINCOM/Capital Outlay Committee hold joint Public Hearing on submitted Capital Outlay Plan	Charter 9-6-4/on or before the 2nd Friday in January
Friday, January 25, 2019	All items to be bid must have specifications in TA's office by 12:00 P.M. to be assured of bid process for Town Meeting	
Monday, January 28, 2019	Meeting with B O S and Fincom to discuss first draft budget and five-year plan with MRSD and Cape Cod Tech	
February – March	Fincom review of budgets and articles	
Monday, February 4, 2019	Last BOS meeting before Annual Warrant closes	

Friday, February 8, 2019	Article deadline – Warrant closes Noon deadline	Charter 2-2-1/Bylaw 1-101 2nd Friday in February by 12:00 Noon
Monday, February 11, 2019	TA presents budget and budget message to B O S and Fincom	Charter 9-2-4/on or before the 2nd Tuesday of February
Monday, February 18, 2018	MRSD School Vacation	
Tuesday, February 19, 2019	1 st draft Warrant to BOS (presented at meeting)	
Tuesday, February 19, 2019	Articles submitted to Finance Committee by B O S	General By-Laws I, § 271- 1.B. Not later than 14 days after article deadline
Monday, February 25, 2019	BOS required to submit final budget to Finance Committee	Charter 9-3-2 / on or before the 4th Tuesday of February
February 2019	MRSD to submit final line item budget to B O S and Fincom for inclusion in the ATM Warrant	
Saturday, March 2, 2019 (TENTATIVE)	Selectmen and Finance Committee Budget Presentations	
Monday, March 4, 2019	Joint budget/article hearing BOS/Finance Committee	
March, 2019	BOS reviews Warrant articles	
Monday, March 4, 2019	VOTE to sign final Annual Town Meeting Warrant	No new information or changes will be added to the Warrant after this date
Monday, March 4, 2019	Vote to open Special Town Meeting Warrant	All Special Town Meeting Articles must be received 40 days prior to STM
No later than Monday, March 18, 2019	Article funding review by B O S	
Monday, March 18, 2019	BOS votes Special Warrant BOS votes Ballot	
not later than Monday, March 25, 2019	FINCOM submits written recommendations on Budget/Warrant. Joint budget /article hearing with B O S and Fincom reconcilliation	Charter 9-3-3/by March 31st
Not later than Monday, March 25, 2019	Fincom conducts one or more hearings on budget	Charter 9-3-3 by March 31st
March 25, 2019	Ballot to Town Clerk	
Monday, April 1, 2019	Send Warrant to Printer Send Warrant to Chronicle (April 18th publication)	Printer needs 2 weeks. Chronicle needs 1 week before publish date
Monday, April 15, 2018	MRSD School Vacation	
Friday, April 19, 2019	Warrants available for public distribution	Charter 2-2-2/14 days prior to Town Meeting
Monday, May 6, 2019	First night of Annual Town Meeting and Special Town Meeting	Charter 2-3-1/1st Monday in May
Tuesday, May 21, 2019	Annual Town Elections	Charter 8-1-1/3rd Tuesday in May