

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:45 P.M.

Regular Meeting 6:30 P.M.

Monday, October 28, 2019

~~Tuesday, October 28, 2019~~

**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. EXECUTIVE SESSION: Pursuant to MGL Chapter 30A, section 21 (a) (2) Convene in executive session for the purpose of discussing strategy concerning a potential agreement with non-union personnel

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

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

V. PUBLIC COMMENTS/ANNOUNCEMENTS

A. Proposal by Lily Daniels-Diehl to Recreation Committee to restore the Hollow at Brooks Park

VI. CONSENT AGENDA

A. Vote to approve Town Administrators recommendation on Ember's Disciplinary Hearing held on September 9, 2019

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

A. Presentation - Community Development Partnership – Jay Coburn, Chief Executive Officer

VIII. NEW BUSINESS

A. Annual Meetings with the Board:

1. Brooks Free Library Board of Trustees

2. Water Commissioners

3. Housing Authority

B. **Vote to approve annual renewal of Mooring Servicing Agent Permits for AGL Mooring, Harwich Port Boat Yard and Allen Harbor Marine Service.** ~~AGL Mooring and Harwich Port Boat Yard for the Mooring Servicing Agent Permit for Allen Harbor Marine Service~~

C. Request for approval for one (1) one day alcohol license permit for an event at the South Harwich Meetinghouse to be held on 11/2/19 from 1:00 PM to 3:00 PM - Serving beer and wine only

D. Accept the gift of a \$6,000.00 value for a Harley-Davidson motorcycle for police purposes

E. Accept the gift of a bus from Cape Destination for the Council on Aging

F. Budget Calendar: Reminder 10/21/19 – moved to 11/4/19

G. Request to approve the waiving of building permit fees for the new Habitat for Humanity houses being built on Murray Lane

H. Harwich Elementary School Playground Discussion

IX. CONTRACTS

A. Vote to Approve - Champion Salt LLC – FY 20 road salt contract in the amount of \$107,780.00

B. Award of Allen Harbor Jetty Project Contract — GEI Consulting - \$57,000.00

X. OLD BUSINESS

A. Dennis, Harwich, Yarmouth (DHY) Update – Governor signed legislation to create overview of Operating Agreement

B. Re-phasing of CWMP Discussion – DHY necessitates changes

C. Discussion and possible vote to award the Phase 2 Contract 2 Sewer Project to RJV Construction Corp - \$6,621,306.25

MOTION: Authorize the Town Administrator to execute the Phase 2 Contract 2 CWSRF4424/2 to RJV Construction Corp in the amount of \$6,621,306.25

XI. TOWN ADMINISTRATOR'S REPORTS

A. Overview Capital Budget FY21

B. FEMA-4097-DR-MA Hurricane Sandy – acceptance of funds - \$46,865.49

C. Holiday Schedule FY 2020

D. Departmental Reports

1. Youth & Family Services

XII. SELECTMEN'S REPORT

XIII. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Patricia Macura, Admin. Secretary

Date: _____
October 24, 2019

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1
SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: October 23, 2019

One Week Look Ahead (10/28-11/1)

- Mainline Sewer Crew # 1
 - Continue Installation on RT 39
** Detour **
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
** Detour **

Two Week Look Ahead (11/4-11/8)

- Mainline Sewer Crew # 1
 - Continue Installation on RT 39
** Detour **
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
** Detour **

Three Week Look Ahead (11/11-11/15)

- Mainline Sewer Crew # 1
 - Continue Installation on RT 39
** Detour **
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
** Detour **

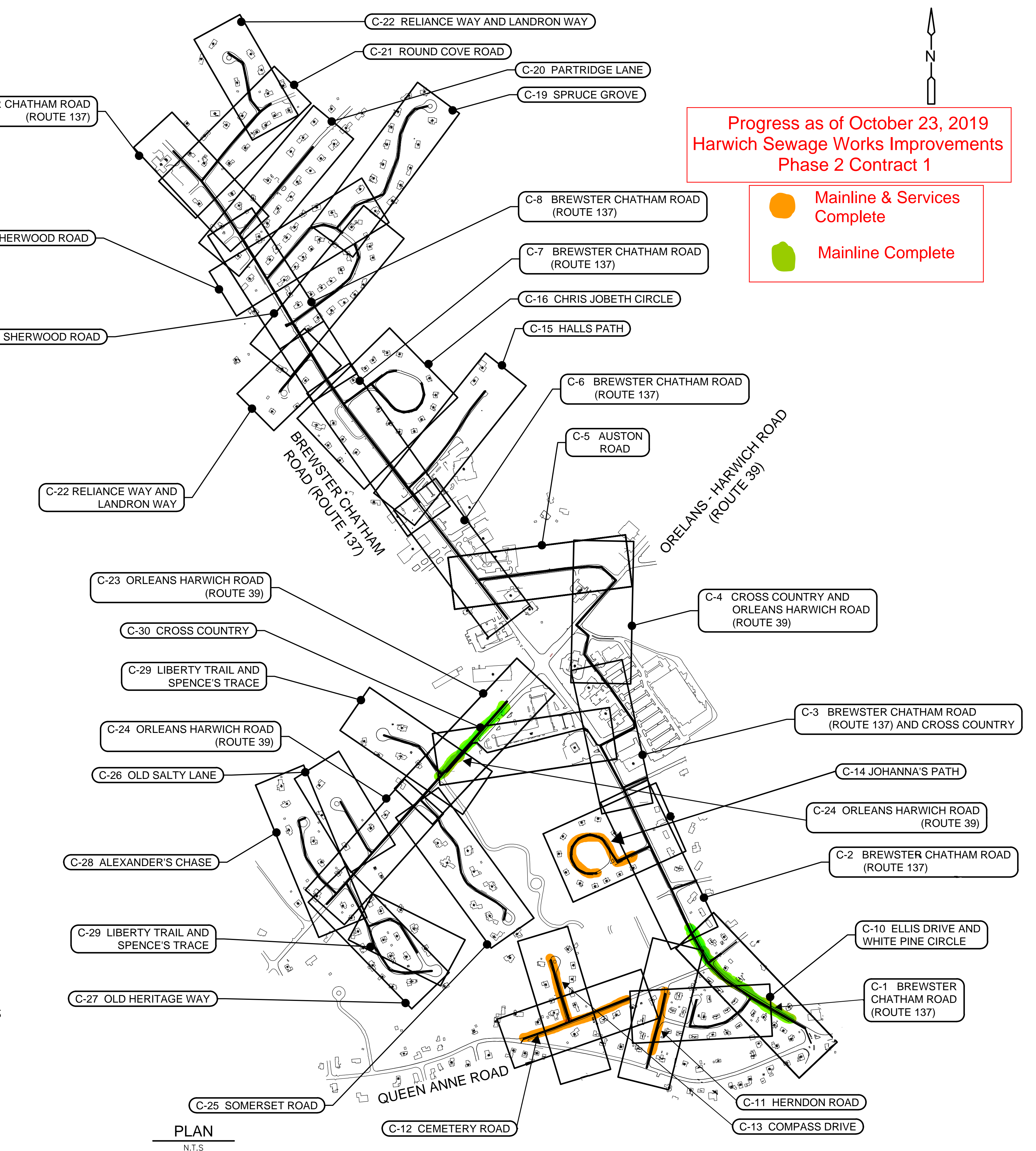
Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations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



Progress as of October 23, 2019
Harwich Sewage Works Improvements
Phase 2 Contract 1

 Mainline & Services Complete

 Mainline Complete



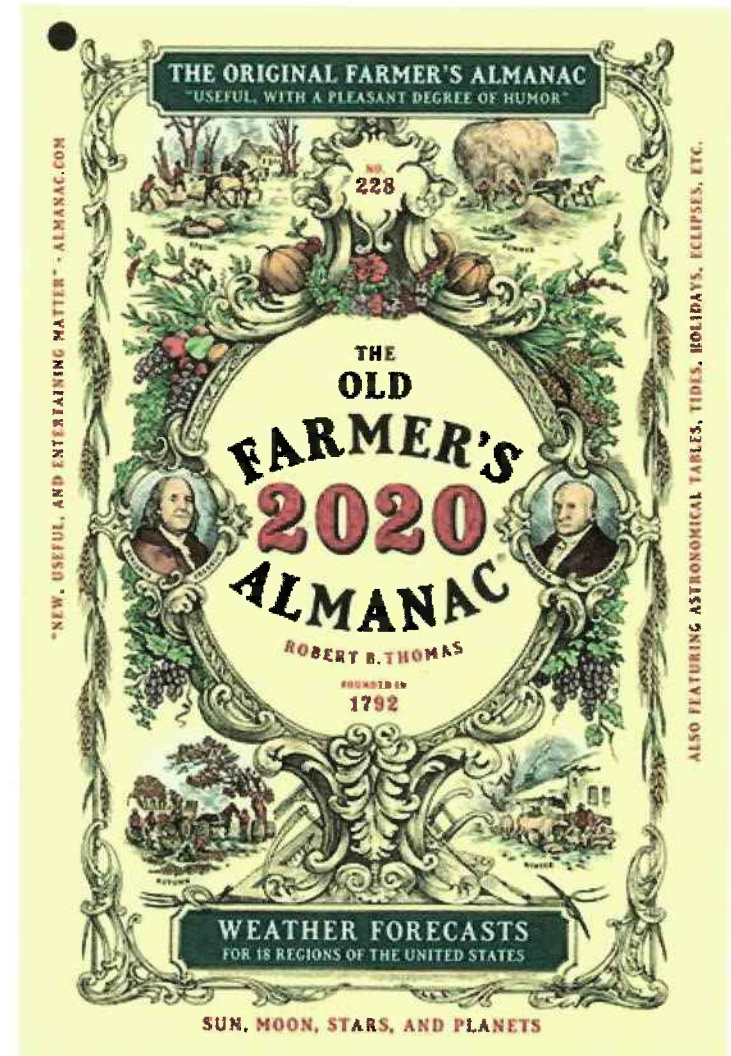
PLAN
N.T.S.

The Hollow Plan

By Lily Daniels-Diehl

Focus Before January

1. Nurseries
2. Fire Department
3. Water Department
4. Money
5. Planting



Nurseries

1. Compile a list of Nurseries
2. Type out a donation letter



Money

1. Fundraisers
2. Cape Cod Five Local donation grant

Daffodil
Fundraiser

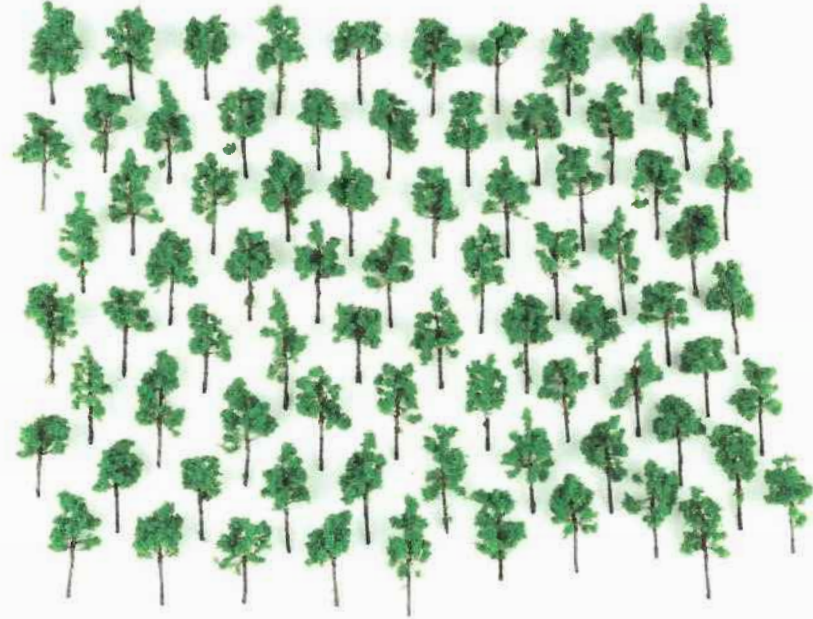


Christmas stroll -- Adopt a Tree





















Plants/Trees



1. Meet with Charles Wentz to discuss what to plant.
2. Create a list of what to plant.
 - a. **Native Shrubs**
 - b. **Trees**
3. Goal of 100 trees and shrubs.



Watering the Hollow

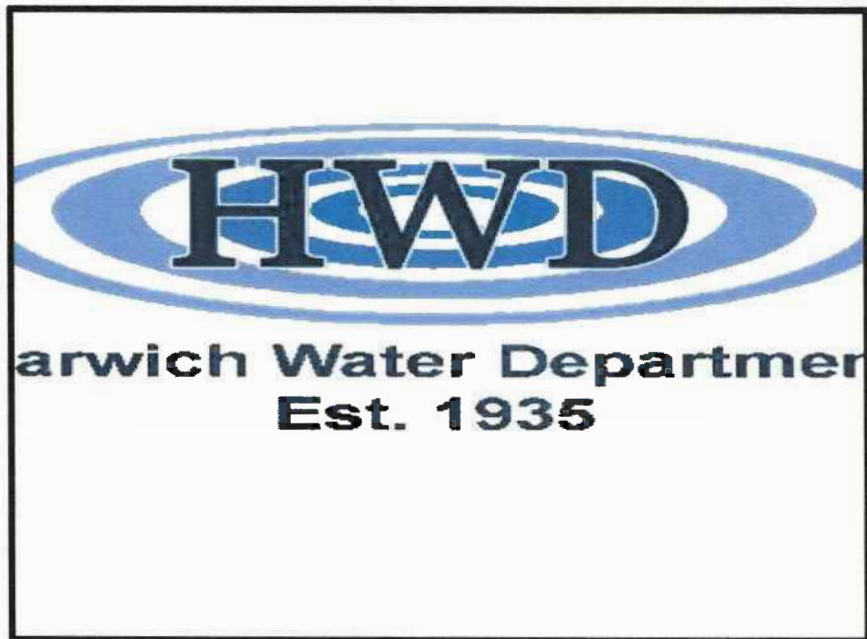
1. Watering the hollow is critical for the first three years
2. Most critical months, July and August.

FALL WATERING RECOMMENDATIONS (SEPTEMBER - NOVEMBER) FOR GREATER ALBUQUERQUE AREA		
Plant Type	How Often?	How Deep?
 TREES	 2-4 TIMES PER MONTH	24" INCHES
 SHRUBS	 1 TIME PER WEEK	18" INCHES
 FLOWERING PLANTS	 1-2 TIMES PER WEEK	12" INCHES
 DESERT ACCENTS	 1 TIME PER MONTH	12" INCHES
 GROUNDCOVER	 2 TIMES PER MONTH	12" INCHES
 GRASS: TURF (COOL SEASON)	 2 TIMES PER WEEK	4" INCHES
 GRASS: TURF (WARM SEASON)	 1 TIME PER WEEK	4" INCHES
 GRASS: ORNAMENTAL	 1 TIME PER WEEK	12" INCHES
 VINES	 2 TIMES PER MONTH	12" INCHES

=MONTHLY =WEEKLY

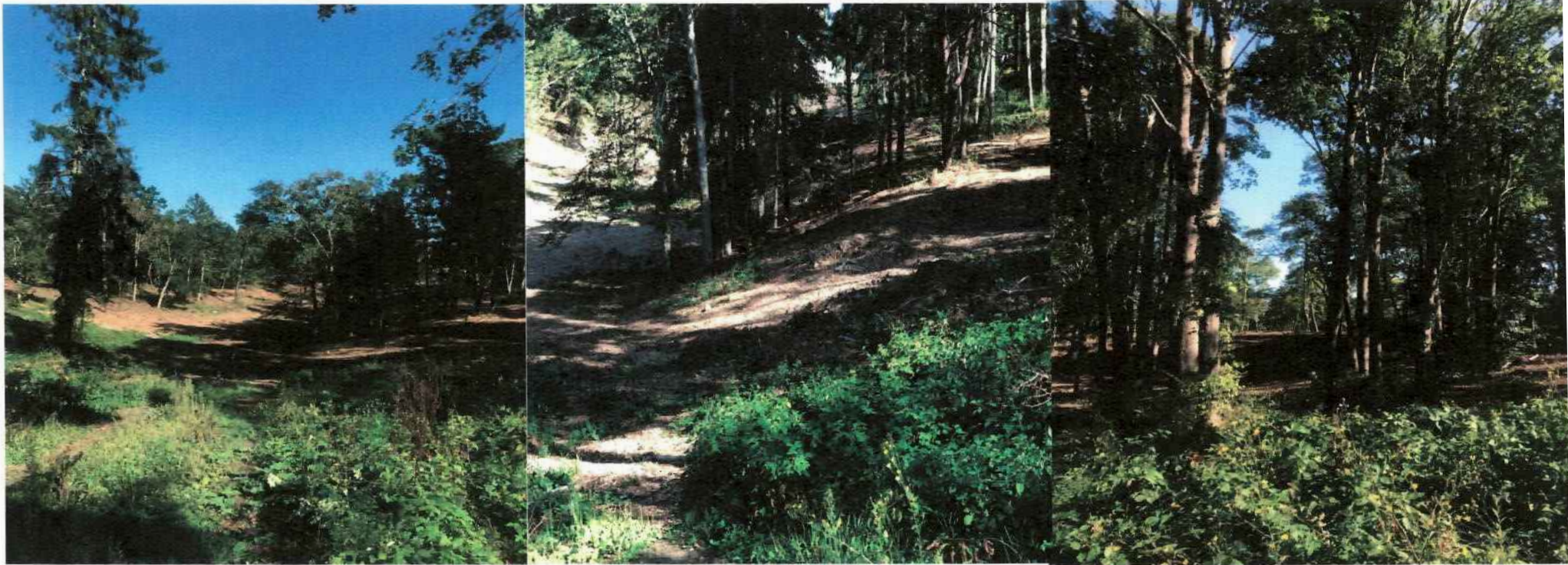
Water Solutions

1. Water Department
2. DPW-Department of Public Welfare
3. Fire department
4. Garden clubs



Problems

1. Certain vines that attach to trees
2. Wood chips on top of the soil



Next Steps

1. Get in touch with Richard Berube
2. Send out donation letters to Nurseries and see what they are willing to give
3. Meet with Cape Cod Tech (waiting on an email back)
4. Begin to plant



Obstacles:

1. Getting donations.
2. Money
3. Planting of the trees as they are donated.
4. Watering the trees for the first three years
5. Control of non native or invasive species.
6. More plants as needed going forward

Solutions:

1. Focus before January
 - a. Nurseries that are closing down after fall, have plants that they are trying to get rid of before the winter. Looking for 3-7 plants per Nurseries.
 - b. Cape Cod Landscapers Association and the Harwich Garden Club go to their general meetings and ask for donations -- money for bulbs or plants and shrubs.
 - c. Harwich Christmas Stroll have people adopt/ sponsor a Christmas tree for the Hollow.
 - d. Donate a tree in a love one's honor
2. Money
 - a. Cape Cod Five local donation grant
 - b. Donations at the Christmas stroll
 - c. Bulb Fundraiser
 - d. Set up a Bank Account for donations
3. Planting of the trees, shrubs and bulbs
 - a. Schedule a day in November, December and January for a planting day with Cape Cod Technical High School. If all plants do not get planted in time, get wood chips to cover the bases.
 - b. The Fenimist Club will plant donated bulbs and trees if able
 - c. Schedule a clean up day for all to be involved.
4. Watering the plants
 - a. The water department flushes the hydrants all spring and summer long. Collect the flushed water by the fire department and have the fire department "practice" by spraying the hollow.
5. Control of non native species
 - a. Create a clean up the Hollow Day on Arbor day.

b. Create a schedule with Cape Cod Technical High School

6. More plants going forward

- a. Create a Facebook page that Landscapers, Nurseries, Septic Installers and others can offer to donate their plants.
- b. Yearly Daffodil fundraiser. Plant 1000 bulbs this year. Sell groups of 10 flowers for \$5 in the first year. The bulb multiplies creating more flowers to be picked and sold as fundraisers.
- c. Ask the board to encourage people to sponsor a tree when they ask to donate a bench in someone's honor. Tree/bench combination. Have a list of trees or shrubs available for donation
- d. Fundraise during the strolls in Harwich Port.

Hello,

My name is Lily Daniels-Diehl, and I am a Junior at Monomoy Regional High School. I am currently working with the town of Harwich in finding a solution for the destruction of the Hollow at Brooks Park, after the tornado hit. We have a list of trees/plants that will be beneficial in the replanting of the hollow. We are asking nurseries if they are willing to donate any of these plants or any kind of shrubs or trees you are looking to get rid of or don't think will make it through the winter.

A few weeks ago I met with a Horticulturalist named Charles Wentz who explained that basically any type of trees/plants that nurseries are willing to donate will be beneficial to the hollow. Depending on how many trees we get it is a good idea to plant them about 15-20 feet apart. Our goal is to have at least 100 trees/plants. There are some plants that like the shade more than others, but overall they can be planted anywhere in the Hollow.

I have made a list of nurseries that we are trying to reach out to, shown in your packet. I am working on meeting with all of them to discuss donations, and I will keep you updated on the results.

We also discussed what months the hollow needs to be watered in order for the plants/trees to survive. The two hottest months are July and August. We are asking the fire department if they are willing to clear out their fire hydrants into the hollow for both those months.

Native Shrubs

- a. Viburnum Dentatum(birds)= Arrowwood
- b. Summer Sweet
- c. Rhododendron
- d. Azalea
- e. Winter Berry
- f. Inkberry
- g. Bayberry
- h. Holly

Trees

- i. White Pine
- j. Red Maple
- k. Balsam Fir
- l. Dogwood
- m. Magnolia
- n. Beech Tree
- o. Norway Spruce
- p. Maple
- q. Black Locust

Any plants that you have to donate would be greatly appreciated. You will receive a donation letter for tax purposes after the donation.

Kind regards,

Lily Daniels-Diehl

List of potential donors

Nursery List

1. Hart Farm Nursery and Garden Center
2. Pine Tree Nursery & Landscaping
3. Crocker Nurseries
4. Cape Native Nursery
5. Cape Coastal Nursery
6. Agway of Cape Cod - Dennis
7. Evergreen Wholesale Nursery
8. Green Spot Garden Center
9. Agway of Cape Cod - Chatham
10. Ponderosa Market Place
11. New England Gardens

Landscaper List

1. Cape Coastal Landscaping
2. O'Leary Landscaping and Irrigation
3. The S&E Companies
4. SiteOne Landscape Supply
5. Eventide Landscaping & Design
6. McNamara Brothers
7. Robert B Our
8. Executive Landscaping

Cape Cod Landscapers Association

Harwich Garden Club




Christopher Clark, *Town Administrator*
Joseph F. Powers, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

MEMO

To: Board of Selectmen

From: Christopher Clark, Town Administrator 

cc: David Guillemette, Chief of Police

Re: Decision regarding Violation of Noise/Entertainment Ember License September 9 Public Hearing

Date: October 23, 2019

On September 9, 2019, I conducted a public hearing in regards to noise violations from the Ember establishment located at 600 Route 28 in Harwich Port. Please find attached the summary of the hearing. Based upon the evidence presented and the testimony given, I have concluded that Ember did violate their license conditions on three separate occasions. It is also been reported that subsequent to the submission of these violations additional alleged violations have also occurred which will require a separate adjudicatory hearing.

I had indicated at the conclusion of the hearing that I wanted to view the site where a newly constructed stage had been erected and to also review my prior decision on a noise violation at another establishment in Harwich Port. I have completed both of these reviews.

I render the following decision regarding the violations deliberated at the September 9, 2019 public hearing. First, that Ember have its 2020 entertainment license for Sunday, June 28, 2020 and Sunday, July 12, 2020 suspended and not allow any outside entertainment on these two days. Furthermore, for the five Sundays in August 2020 consisting of August 2, 9, 16, 23 and 31 that entertainment on these days be specifically limited to acoustical performances only with no amplification allowed.

The Police Department has reported additional alleged violations for this past season that need to be further adjudicated which is disappointing to believe that the Ember ownership and management do not seem to be willing to become compliant with the board's existing conditions. I would recommend moving forward that stricter conditions be considered to be placed on Ember's 2020 license. Our liquor license regulations call for establishments to be in good order with other licenses in which to hold a liquor license. Continued violations of the entertainment license may lead to a suspension or revocation of the liquor license for this establishment. Hopefully, we can achieve compliance prior to any recommendation of this sort being made.

**MINUTES
EMBER HEARING
ADMINISTRATOR'S OFFICE
MONDAY, SEPTEMBER 9, 2019
10:00AM**

PRESENT

Christopher Clark (Town Administrator and Hearing Officer)
Frances Rich
Tyler Vermette (Harwich PD)
John Sullivan
Matthew Kelley (Ember's Counsel)
David Guillemette (Chief of Police)
Robert Nickerson
Bill Galvin
Scott McMahon
Jared Brackett
Bob Brackett
Marna Bate

MEETING CALLED TO ORDER AT 10:00AM by Town Administrator Christopher Clark where parties were sworn in and the legal notice read.

HEARING OVERVIEW

Town Administrator read all Exhibits and listed violations. Chief of Police paraphrased police reports along with Officer Vermette who was one of the responding Officer's and present at the hearing. The Attorney for Ember was given the opportunity to speak on his clients behalf and refuted the charges.

Violations are listed as follows:

1. Friday 6/28/2019 at 10:45PM – Officer Arrigo responded to a noise complaint. Upon arrival, he could hear music with a loud base coming from the patio. Officer spoke with manager Mr. McMahon and asked him to turn music off. Music was off prior to Officer Arrigo arriving at his cruiser to leave. First violation with warning. Discussed and acknowledged. Attorney Kelly stated this was the first violation of the summer
2. Sunday 6/30/2019 at 9:19PM – Music was clearly audible beyond 150 feet. Officer Vermette parked in the area of Bank Street and Woodland Road where sound of music was clear. Officer Spoke with manage, Mr. McMahon, who turned music down. Officer verified events.
3. Sunday 7/7/2019 at 8:57PM – Music was clearly audible beyond 150 feet. Officer Vermette parked in the area of Pleasant Street and Cross Street where the Officer stood outside the cruiser with the engine turned off. Officer was able to plainly hear music. Officer spoke with the manager and another employee. They agreed to turn music down. Afterwards, Chief of Police sent Ember a 2nd Violation Letter. Officer verified events. Attorney Kelly highlighted voluntary compliance upon request and indicated several calls which were unsubstantiated.
4. Sunday 7/14/2019 at 7:39PM & 8:12PM – At 7:39PM Officer Griffiths was dispatched to Ember and when driving by he could hear amplified music but when driving closer to where the complaint came in (617 Rte 28) the music had dissipated therefore not a valid complaint. Officer did stop in to speak with the manager and advised him of the complaint. He said he would have the band turn the music down. Chief attested to the report. Officer not available. Attorney Kelly reported band was not paid as they had issues with them. Attorney Kelly did not object to Officer not being available.

At approximately 8:12PM Officer Griffiths was dispatched to Ember again for a Noise complaint from Woodland Road. When the Officer drove by the band was not playing any longer. He then responded to speak with the reporting party who claimed their house was almost shaking from the music playing so loud. While speaking to the responding party the band started playing again and begun to sing Happy Birthday. The Music was extremely loud. He responded back to Ember where he met with the manager and advised him how loud the music was. He stated that he had tried numerous times to turn the speakers down. The Officer observed the band and they did have five different members playing all different instruments. The Manager asked them again to turn the speakers down.

ADJOURNMENT

At close of the Hearing Town Administrator read two other violations dated for 7/28/2019 6:57PM and 7/31/2019 at 9:44PM. There were no violations in August.

CONCLUSION

Town Administrator and Chief of Police wanted to view new sound stage Ember installed and review material in order to reach a global decision. The Chief suggested punishment to be between one to four days suspension. Global decision to try to resolve additional reports of violations. Attorney Kelly wanted to adjudicate the additional violations. Hearing Officer Clark said he would review site, record of what he did at Perks and render a decision at a later date but that he would have punishment between one to four days.

Hearing ended at 11:30AM.



community development partnership

*Creating opportunities for people to live, work,
& thrive on the Lower Cape*

Jay Coburn, Chief Executive Officer





community development partnership

Founded in 1992 as the Lower Cape Cod Community Development Corporation

Mission: The Community Development Partnership (CDP) nurtures a vibrant Lower Cape region by:

- Supporting Strong Local Businesses
- Providing Safe, Stable & Affordable Housing

Strong Local Businesses



Small Business Training, Technical Assistance & Loans

- Workshops
 - Financial Record Keeping
 - Marketing
 - Human Resource Management
- One-on-one business consulting at Harwich Cultural Center
- Micro Loans
 - \$3.25 M in loans to over 200 small businesses

Cape Cod Fisheries Trust

THE PROGRAM

- Collaboration with CCCFA
- Preserves Cape's small scale fishing industry
- Below market rate leases on fishing quota
- Loans to purchase quota, gear, boat repairs, re-finance debt
- Shellfishing Loan Fund
- Business training & support

THE IMPACT

- 200K lbs of scallop quota leased in 2019 to 11 fishermen
- 250 hours of training and education provided annually
- \$10M in gross sales generated by local fishermen recirculated into the local economy

Safe, Stable & Affordable Housing



Affordable Rental Homes

- 70 Units of rental housing for LMI residents
- 28 Units of Community Housing at Harbor Hill, Provincetown
- Expanding Property Management Department and seeking additional properties to manage.

Housing Rehabilitation Program

THE PROGRAM

- Home Repairs and upgrades for low/mod income families
- Outer Cape Regional Grant targeted to Eastham, Harwich, Truro & Provincetown
- Up to \$40,000 per household

THE IMPACT

- 400 Homes since 1994
- Contracts to Local Builders worth \$10.5M
- Preserves affordable housing stock

Community Housing Partnership

- Annual Housing Institute – 6-session training held each fall for elected & appointed officials and staff
 - Quarterly Peer Group Meeting
 - Quarterly Advanced Trainings
- Advocates Training
- Housing Consulting Services for Towns
- Public Media Campaign

We can't afford to lose the people who can't afford to live here

We can't afford to lose the people who can't afford to live here.



Justin Kinshaw
Firefighter/Paramedic
Wellfleet

Justin is a lifelong Cape resident. He dreams of giving his daughter a stable place to call home without having to move frequently. But it's hard because the cost of housing here is often more than even a firefighter can afford.

At the Community Development Partnership, we are advocating for more accessible and affordable housing options. The voice and votes of community residents are the most effective way to influence town housing policies. Use your voice and your vote, because our communities are better and stronger with people like Justin.



community development partnership

www.capecdp.org

Campaign sponsored by
**The Cooperative Bank
of Cape Cod**

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At the Community Development Partnership, we are advocating for more accessible and affordable housing options. The voice and votes of community residents are the most effective way to influence town housing policies. Use your voice and your vote, because our communities are better and stronger with people like Justin.

Community Housing Partnership

Results

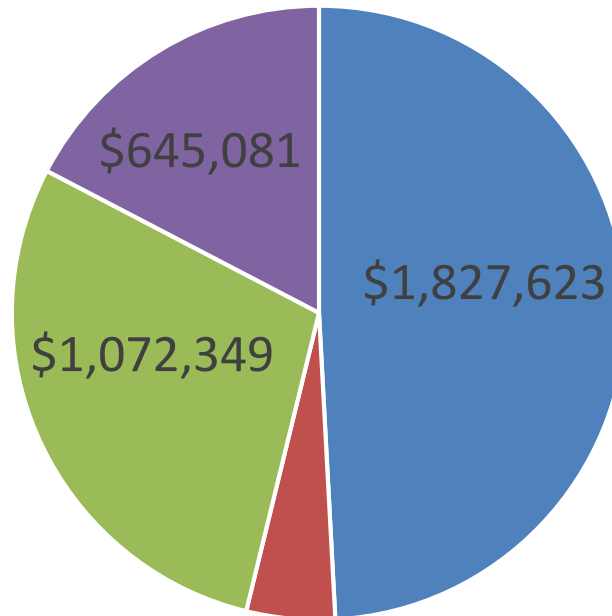
- \$15M in local funding approved for housing-related initiatives at the 2017 & 2018 Lower Cape Town Meetings
- 43 Housing Related Articles approved at 2018 Lower Cape Town Meetings
 - ADU By-laws
 - Orleans 1% for Housing
 - Establishment of Housing Trusts (Brewster, Chatham, Harwich)
 - Wellfleet & Orleans CPC Funds for a project in Eastham
- All 8 Lower Cape Towns have at least one parcel under development

Other Housing Programs

- First Time Home Buyer Education provided to 49 participants
- Canal House – 8 bed sober living residence in Orleans

CDP FY 2019 Revenue

\$3,718,347



\$173,294

■ Government Grants ■ Cape & Islands Plates ■ Program Income ■ Private Grants & Contributions

2019-2020 Strategic Plan

- Develop and implement new strategies & infrastructure for creating year-round jobs with a livable wage.
 - Expand Business Development Offices in Provincetown, Harwich & Eastham
 - Sub-regional economic development plan
 - Training & Technical Assistance to Towns to remove regulatory barriers to creating new businesses
 - Develop support programs and incentives for people to move to the Outer & Lower Cape with their jobs
 - Other Ideas?

2019-2020 Strategic Plan

- Create organizational capacity for the CDP to develop affordable and community housing independently or in partnership with off-Cape for profit and non-profit developers.
 - Position the CDP to be able to respond to future development RFP's
 - Support homeowners in creating ADUs
 - Expand Property Management
 - Other Ideas?

Thank You!

Jay Coburn

Chief Executive Officer

E: jay@capecdp.org

P: 508-240-7873 ext. 16

www.capecdp.org



Brooks Free Library Board of Trustees
739 Main St., Harwich MA 02645
508-430-7562, email: brooksfreelibrary@clamsnet.org
www.brooksfreelibrary.org

**Annual Meeting with Board of Selectmen
Oct. 28, 2019**

The Board of Trustees of Brooks Free Library appreciates the opportunity to meet with the Board of Selectmen each year. We have had a change in the composition of our Board this year. After completing two terms as a Trustee, this year Ann Emerson decided not to run for a new term on the Board of Trustees so we'd like to thank her for her service. Bernadette Waystack was elected to the vacant position at the May 2019 election and Trustee William Crowell was re-elected. All members of the Board of Trustees have completed the state mandated Ethics Training. The Trustees regularly scheduled meetings are held at the Library on the second Wednesday of the month at 7pm and the public is welcome to attend. The agenda and full packets of minutes and reports are posted online on the Town and Library websites.

Facilities and Grounds

Exterior Preservation Project

Since we met with you last December the exterior preservation project has been completed and the building looks wonderful! This project was the culmination of eight years of work to obtain the funding and to complete the work. The Library is once again the kind of anchor institution for the Harwich Center Historic District that we can all be proud of. The project was managed by DPW Facilities Manager Sean Libby and we very much appreciate his dedication to ensuring it was done well. We are extremely grateful for the Community Preservation Act funding and for the support of the Selectmen, Finance Committee, Capital Outlay Committee and the voters of the town. The feedback from the community and from visitors this summer has been extremely positive. Everyone has been so pleased to see the building restored to its former glory.

Tornado and Its Aftermath

We were extremely grateful to have a full building generator in place when the tornado occurred on July 23rd. The generator had just been installed in April, so this was our first opportunity to put it to use. We would have been closed for 2 ½ days without the generator but with it we were able to open – and to open with expanded hours. The Library was packed each day with large numbers of residents and visitors using the Internet, charging their devices, and taking advantage of all the normal library services like borrowing books, puzzles and games; attending a program, etc. The opportunity to be out in a public community space and to talk to others and share their experiences was extremely important. Disaster preparedness workshops have always stated that open public institutions are very reassuring to community members after a disaster; this summer we got to confirm that for ourselves. The experience of many in the community after the tornado would have been very different if we hadn't been able to be open. We very much appreciate the support of the Selectmen for the generator, as well as the Finance Committee, Capital Outlay and of course the voters for approving that funding.

We are extremely proud of the calm, professional response of staff members when the tornado warnings were received. They quickly shepherded patrons into our basement meeting room and had those who pulled into the parking lot come in and shelter inside. The Youth Services Librarian quickly engaged the children in fun activities and they had no idea anything unusual was occurring. While four trees came down on cars in the parking lot we are fortunate that no one was injured and the building sustained no damage.

In the aftermath of the tornado we set up a Disaster Recovery Resource page on our website so that community members would have a central location for information about programs and resources available to them.

We recently held an Emergency Preparedness and Response talk with Barnstable County Emergency Preparedness Coordinator Sean O'Brien. On Nov. 14th at 6 pm we're holding an "Extreme Weather: Tornadoes!" program with meteorologist Phil Burt. A Community Conversation program about preparing for extreme weather events will be held on November 21st at 2 pm.

Improvements Paid for by the Friends of Brooks Free Library

This year the Friends of Brooks Free Library added landscaping on the parking lot side of the building and along Bank St. and had an underground sprinkler system installed to the gardens. The new plantings look lovely and gave the preservation project on the building a finished look. The Harwich Garden Club has maintained the beautiful garden in the parking lot island for many years and has agreed to assume responsibility for the new landscaped beds, so we're grateful to both the Friends and the Garden Club for the improvements to the grounds.

The Friends completed another major project this year – remodeling of our meeting room and the basement lobby. New storage cabinets were created in the meeting room and basement lobby and the entire space is now freshly painted. These changes make the meeting room a much more welcoming space for everyone who attends a meeting or program.

Energy Efficiency Projects

DPW Facilities Manager Sean Libby has been working on energy efficiency improvements for the Library's HVAC system, funded in large part by a grant through the Town's participation in the Green Communities program. Replacement of the boiler has begun and other improvements will occur in the next few months. Sean has also obtained work from the Cape Light Compact to replace all of the building's lights with more efficient LED fixtures.

Pedestrian Safety

As we've reported before we have been concerned about pedestrian safety at the two intersections adjacent to the Library for many years and have written to the Traffic Safety Committee relaying our concerns. The Library Director has been serving on the Harwich Center Initiative Committee, which was re-activated last fall. Feedback at committee meetings and the public listening session indicated that a primary concern of stakeholders is the need for traffic calming measures and improvements to ensure pedestrian safety. The Committee has been on hiatus since Feb. while waiting for the results of a traffic safety study the Town has requested from the Cape Cod Commission.

Library Services and Operations:

We are pleased to report that Brooks Free Library remains the second busiest library on the Cape and Islands. A spreadsheet of statistics is included at the end of this report.

VITAL (Vision Impaired Technology Assistance at the Library)

In June our Assistive Technology Coordinator Carla Burke was honored by the Carroll Center for the Blind and the Mass. Commission for the Blind as the Blind Employee of the Year for the commonwealth of Massachusetts. This is a very prestigious and well deserved honor. Carla's work has made a tremendous impact on the lives of people with vision loss and ensuring they are able to fully participate in community life. Many other libraries now offer assistive technology as a result of her advocacy and the Mass.

Commission for the Blind has funded three assistive technology instructional centers at senior centers in Mass. based on the model we created with our VITAL program.

Carla continues to innovate, adapt and expand opportunities for people with vision loss. This year we are expanding our collaboration with Sight Loss Services and the Council on Aging, and have begun holding a monthly Living with Vision Loss program at the Community Center. Transportation to the Community Center is available from the COA and the program is immediately followed by the Sight Loss Services support group meeting. Carla was recently the featured speaker at the Sight Loss Services Annual Dinner and regularly speaks to support groups, civic organizations and clubs in Harwich and through-out Cape Cod.

Improved Resources for Local Information and Research

Digitization of Town Reports

We arranged for the digitization of the Annual Town Reports by the Boston Public Library through the Digital Commonwealth at no cost to the Town. The original reports, dating back to 1866, were picked up last year and returned to us in January. The electronic versions are posted on the Internet Archive so they can be read and used for research without the need to come to the Library. These reports are proving very popular. In the first 6 months the reports were available online they were accessed and read 2,928 times. Readers can find the link to the Town Reports on the e-Library section of our webpage, www.brooksfreelibrary.org.

Free Online Access to the Cape Cod Times

Through a cooperative purchase agreement with 10 CLAMS libraries, Newsbank now provides us with an image edition of the Cape Cod Times. Readers need only enter their library card to read the paper online just as it appears in print. Use of this resource has been skyrocketed as community members realize they do not need to pay for a subscription to read the full content of the Cape Cod Times. Users should start on the e-Library section of our website, www.brooksfreelibrary.org, select Newsbank, then the Cape Cod Times image edition and enter their library card number.

Our Newsbank subscription also provide library card holders with access to traditional newspaper databases of the Cape Cod Chronicle, the Cape Codder, the Boston Herald and other local and Mass. newspapers. The Boston Globe is available to library users through a state-wide library subscription. A database provides the contents of articles from a newspaper, so it doesn't display the newspaper as it looks in print, but it's great for doing research and for reading articles when you've reached your free online limit for that newspaper.

This year we used Community Preservation Act funding to digitize the Harwich Oracle newspaper. We are currently working on rolling out that product and are looking at ways to make the content available online.

Municipal Finance 101 Program

In March we partnered with the Voter Information Committee to host a very well attended and informative session on the basics of municipal finance with the Town's Finance Director, Carol Coppola. Attendees were impressed with the depth of Carol's knowledge and her ability to easily explain complex governmental accounting terms, regulations and procedures in language everyone could understand. We are currently planning more collaborative events with the Voter Information Committee for this winter-spring to expand on this type of programming and help residents understand how Town government works.

Expanded access to e-content

Online Magazines

This year we've added online magazines to our Overdrive subscription. Patrons already use Overdrive for eBooks and downloadable audiobooks so this makes it easier for them to find and read online magazines.

Like Cape Cod Times image edition discussed above, library card holders can read the full magazine just as it appears in print. Overdrive allows "unlimited multiple simultaneous downloads" for magazines, which in plain language means every issue of a magazine is available to an unlimited number of users at the same time. You do not have to put in a request and wait for your turn. The magazine is always available for every patron to read immediately.

Borrowing materials from outside of CLAMS

Patrons have had the ability to check the catalogs and request books and other physical items from library consortiums outside of CLAMS for many years through a service called the Commonwealth Catalog. This year we were able to extend the ability to borrow from other consortiums in Massachusetts to eBooks and downloadable audiobooks through a program called the "Reciprocal Lending Agreement." There is information on our website about both programs and we'd be happy to show users how to request physical items and eBooks from other libraries in Massachusetts.

Other electronic resources:

We continue to subscribe to Hoopla, which enables our patrons to access a variety of electronic content such as movies, TV shows, magazines, eBooks, comics and graphic novels and music. We also subscribe to Consumer Reports, both in print and as an online resource that provides full access to the paid content of Consumer Reports website. Ancestry.com, Heritage Quest, and Novelist Plus also remain popular electronic resources for our cardholders.

Improved Museum Pass Reservation System

This year we changed vendors for the management of museum passes and our online program calendar. Many passes can now be printed at home or displayed on the patron's cell phone, which saves patrons an extra trip to come in to pick up the pass. Patrons can now modify or cancel their reservation themselves, from home, when their plans change. This immediately frees up that pass for another patron to use.

Collaboration

Our librarians spoke to the Men's and Women's Breakfasts at the Council on Aging this spring, providing information on library services and resources. Attendees also provided us with great feedback on community needs and interests. In addition to the new Living with Vision Loss program mentioned above we continue to provide monthly Device Advice sessions at COA. We're pleased that the COA has continued to provide weekly bus transportation to the Library on Friday afternoons for seniors in need of this service.

This year we again provided a deposit collection of recreational reading for the Recreation Department's summer camp, rotating the materials regularly so new books were available throughout the summer. We also hosted field trips to our Summer Reading Program events and activities for the camp. Our joint Recreation and Reading summer kick-off event was very popular again this year.

We continue to work closely with the Harwich Elementary School. Our Youth Services Librarian visits 1st, 2nd, 3rd and 4th grade classrooms each week to read a story, do a book talk and promote reading. She leaves book selections in each classroom until she returns the next week. On Mondays we host a field trip for the 2nd and 3rd graders from the Laurel School and their kindergarten class visits on Fridays. The Youth Services Librarian serves on the Elementary School's School Council and our Assistant Director serves on the Middle School's School Council. We also offer activity clubs and book groups for homeschoolers on Tuesdays.

We are happy to continue to support the efforts of the Cape Verdean Oral History Project and to participate in the wonderful community event they hosted to welcome the President of the island of Brava when he visited Harwich in August. We hope to work with them to provide additional programming on Cape Verdean

culture. We also look forward to continuing collaboration with the Harwich Historical Society as opportunities arise. We have participated in Chamber of Commerce events and committees and are happy to announce that this year the Trolley to Christmas Town will be returning to the Library. This year we once again held a pop-up library at the weekly Farmers Market, providing information about the library as well as lending materials to attendees.

Rogers Groups project

One of the Town's greatest historical and cultural treasures is our collection of Rogers Groups statuary. John Rogers created these clay and plaster statues of Civil War soldiers, family groups, literary topics, theater scenes and historical figures from 1859 to 1892. The collection began in 1881 when Pliny Nickerson donated 40 statues to celebrate the opening of the Town's first free public library. Rogers Groups were highly prized and the collection was a source of great pride for the community. Eventually the Library owned 69 sculptures, which was thought to be the second largest collection. In 1976, however, a few weeks after the Boston Globe ran a story on the increasing popularity of Rogers Groups, thieves broke into the Library and stole 56 sculptures. Despite wide media attention and an intense police investigation no trace of the missing statues was ever found. The Library slowly added to the 13 sculptures remaining after the theft, with some money being appropriated every year at Town Meeting for a period of time. In 2015 a "Checkers Up At The Farm" sculpture was found in a donated box at the Treasure Chest and turned over to the Library, so we now have 26 sculptures. When we compared the current condition of the collection to photos from before the theft, we realized how much the sculptures had begun to deteriorate and we sought and received Community Preservation Act funds to restore the collection.

The first phase of the project consisted of an assessment and preparation of a Conservation Treatment Plan. After preparing specifications and soliciting bids from qualified conservators this summer we recently awarded a contract for the conservation treatment to Skylight Studios of Woburn, MA for \$ 19,580, which is within the funding available for the project. Both conservators who will be working on our collection have Masters of Fine Arts degrees in Sculpture, decades of experience and excellent reputations. We anticipate having a celebration event to show the conserved sculptures off to the community when the sculptures are returned to use next year.

Automatic Renewal of Items:

The CLAMS system offers a text messaging service and email notices that notify patrons when item will be due soon or that it's now overdue. Since patrons can then renew or return an item before a fine is incurred, the amount of fine money we collect has dropped significantly in recent years. Patrons who are not tech savvy, who have limited cell phone service plans or who don't have good access to the Internet have been left behind, however, since they don't get those courtesy notices ahead of the due date and mailed overdue notices take some days to reach them. Fortunately, this disparity is about to be reduced.

One of the enhancements of a recent upgrade to our automated library system is the automatic renewal of checked out items. Items will be automatically renewed unless another patron has a hold on it or they have reached the limit on the number of renewals. Fines will be incurred for items that cannot be renewed and patrons will continue to be billed for replacement costs for items that are lost or damaged, so this is not the same as going fine free, but it will further reduce the amount of overdue fines collected. We'll publicize this change once CLAMS works out all the details and sets an effective date.

Confidential Corner

The subject of a patron's intellectual pursuits and what they have checked out is always confidential under Mass. General Law as well as professional library standards, but as it is a small community often times patrons do not want to be seen checking out materials on sensitive topics or to have those items on their patron records. For this reason Brooks Free Library has recently created a Confidential Corner, stocked with

books on sensitive subjects such as addiction, alcoholism, mental health, suicide, sexual abuse, etc. The collection is located on our Mezzanine, which is one of the more private areas of the Library. Books from the Confidential Corner may be borrowed by the community member without checking them out, to be returned when the user no longer needs them. Feedback on this collection has been extremely positive and community members are already making good use of it.

Notes of Appreciation:

- We are extremely grateful to the Friends of Brooks Free Library for all that they do to support the Library. The Friends remains a strong and vibrant organization, which is a tribute to the members of its Executive Board. The Friends' book store in our basement is now open 6 days per week (gently used donations of recently published books are much appreciated) in addition to the on-going book sale shelves on the Mezzanine and in the Lobby. Funds raised are used to provide the popular First Sunday series of programs and concerts from October through June, to pay for the special programs and activities of the Summer Reading program for children and youth, to purchase additional copies of bestsellers, and to pay for some of the expenses of our VITAL program. The Friends also manage our Books on Wheels homebound delivery service, using volunteers to deliver books to residents who are unable to come in to the Library.
- We are extremely fortunate to have so many dedicated volunteers who help us by shelving materials that have been returned to the Library, straightening and organizing the shelves, coordinating and leading programs, and performing many other functions. 83 volunteers performed 3,740 hours of volunteer service for Brooks Free Library in FY19. Without their invaluable assistance the Library would not be able to provide the services we do. It is much appreciated!
- The Harwich Garden Club cares for the lovely garden in our parking lot island, putting in many hours each week to keep it in such beautiful condition. The Club also continues to provide attractive floral arrangements every month that welcome patrons as soon as they enter the main floor of the Library.

Respectfully submitted,

Mary Warde, Chair

Joan McCarty, Vice-Chair

William Crowell, Treasurer

Kathleen Remillard, Secretary

JoAnne Brown, Co-Chair, Building and Grounds Committee

Jeannie Wheeler, Co-Chair, Buildings and Grounds Committee

Bernadette Waystack

Brooks Free Library Statistics Since Renovation

	Open Hours	Items Checked Out (Physical items, eBooks & eAudio)	Use of Electronic Resources	Total Checkouts & Use of Electronic Resources	Inter-library Loans	Items in Collection (Physical collection & eBooks)	Number of Card-holders	Harwich Residents w/ Library Card	Reference Questions
FY97	2025	92285			4354	38992	8907		2219
FY98	1937	103910			6118	42603	9322	<i>not</i>	2472
FY99	2013	110487			8630	45199	10562	<i>counted</i>	4360
FY00	2060	111872			9624	51984	12313		3955
FY01	2108	123401			12275	54684	13540		4613
FY02	2076	128462			14677	58439	10867		6053
FY03	2078	132869			24363	56833	12094	7811	8955
FY04	2066	145212			29264	55784	11661	7838	11416
FY05	2038	151871			33236	59565	12308	7574	12263
FY06	1848	156630			37849	63041	13108	8043	12126
FY07	1796	169529			44147	66393	13370	8289	13866
FY08	1980	193024			52435	68620	14298	8457	13183
FY09	1970	211719			61304	70454	11936	8682	15035
FY10	1978	225385			65829	72620	12606	9014	15471
FY11	1993	233533	<i>New item in</i>		71517	76093	12702	8983	15626
FY12	2004	235597	<i>state report</i>		70730	81688	12573	8814	15861
FY13	1981	235941	<i>for FY2015</i>		68663	85450	12379	8898	16472
FY14	1940	237565			66801	90739	12511	8948	16656
FY15	1922	237876	24564	262440	62515	93757	13231	9555	16840
FY16	2192	229141	32328	261469	61328	93159	13801	9950	17770
FY17	1931	218229	25028	243257	60831	131973	13831	9906	17738
FY18	2357	223840	25278	249118	55670	138677	13410	9709	18304
FY19	2367	227722	30629	258351	56550	107511	13617	9613	18780

	Library Visits	Adult Programs	Adult Program Attendance	Youth Programs	Youth Program Attendance	Children's Programs	Children's Program Attendance	Total Programs	Total Program Attendance
FY97	64492	5	110			119	3551	124	3661
FY98	74263	8	1430			119	3419	127	4849
FY99	64114	51	1076			161	3446	212	4522
FY00	69654	10	335			172	4769	182	5104
FY01	75240	80	520			196	6019	276	6539
FY02	82569	71	673			234	8255	305	8928
FY03	83627	235	1916	<i>included in</i>	<i>Adult count</i>	285	8338	520	10254
FY04	85677	341	2592	<i>until</i>	<i>FY2010</i>	284	6759	625	9351
FY05	86990	496	2826			249	5939	745	8765
FY06	82334	602	2608			254	7317	856	9925
FY07	113584	396	1065			269	7303	665	8368
FY08	129326	323	2460			286	8306	609	10766
FY09	141852	534	3776			304	7701	838	11477
FY10	151008	575	4047	42	273	317	6541	934	10861
FY11	156535	602	3638	40	244	336	6775	978	10657
FY12	157849	534	4340	30	519	330	7131	894	11990
FY13	158081	701	4121	35	242	283	6357	1019	10720
FY14	159388	572	4396	29	305	305	8493	906	13086
FY15	159377	532	5097	65	348	257	7146	854	12591
FY16	167987	540	4222	92	512	319	7883	951	12617
FY17	152760	567	3482	84	428	561	12814	1212	16724
FY18	156688	551	4046	59	592	668	13589	1278	18227
FY19	159405	620	3786	47	324	584	15376	1251	19486

Service notes: renovation complete - Feb 1998. FY06 - closed Mondays. FY16 - Mondays restored; closed 3 weeks due to emergency light failure. FY17 - closed twice, 6 weeks total, due to emergency light failure.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*
Joseph F. Powers, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, *JFP* Assistant Town Administrator

CC: Christopher Clark, Town Administrator
Carol Coppola, Finance Director
Griffin J. Ryder, Town Engineer
John Rendon, Harbormaster

RE: Award of Contract for Allen Harbor Jetty Rehabilitation Design Services to GEI Consultants, Inc.

DATE: October 28, 2019

Enclosed with this memo is a contract to be awarded for design work for the Allen Harbor Jetty Rehabilitation project. The engineering consultant under this agreement is GEI Consultants, Inc.

The contract language was provided and vetted by Matthew Feher, Esq. of KP Law and mirrors what would be used for engineering design services. The insurance levels were provided by Laura Peckham at MIIA. This contract is for engineering design services which is exempt from the procurement requirements of MGL, c.30B (exemption is under MGL, c.30B, §1(b) (32A).

The Harbormaster has worked diligently on this matter to ensure a viable quote for services and has worked to expedite the procurement process to move the overall jetty rehabilitation project along without delay.

Funding for this contract was appropriated under Article 12 (Item #5) at the 2019 Annual Town Meeting and has been confirmed by the Accountant as available for this purpose.

The full packet of contract documents is on file in the Administration Department and is available for review.

Recommendation: I recommend the Board of Selectmen approve this procurement as outlined, award the contract to GEI Consultants, Inc. and sign the attached contract documents.

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND
GEI CONSULTANTS, INC.
FOR ALLEN HARBOR JETTY REHABILITATION PROJECT**

THIS AGREEMENT made this ____ day of October, 2019 between GEI Consultants, Inc., with a usual place of business at 124 Grove Street, Suite 300, Franklin, MA 02038-3156, hereinafter called the "ENGINEER," and the Town of Harwich, acting by its Board of Selectmen, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, MA 02645, hereinafter called the "TOWN."

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

1. Scope of Work

The ENGINEER shall perform the work and furnish all services necessary to provide the Town with engineering services associated with site investigation, design and permitting for Allen Harbor Jetty Rehabilitation Project, as set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum of \$57,000.00, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$57,000.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on October 30, 2019, and shall expire on October 30, 2020, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

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

A. Responsibility for the Work:

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

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

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

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00 per claim with a \$3,000,000 Aggregate.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

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

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

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

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain the following insurance coverages:
- General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured".
 - Automobile Liability (applicable for any automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage Combined Single Limit per accident. The Town should be named as an "Additional Insured".
 - Umbrella Liability of at least \$2,000,000 per occurrence with a \$2,000,000 Annual Aggregate. The Town should be named as an "Additional Insured".
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

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

13. Termination

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

in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

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

GEI CONSULTANTS, INC.

TOWN OF HARWICH
by its Board of Selectmen Over \$25,000

By: P. J. Titmuss

Name: Russell J. Titmuss Type or Print
Title: Sr. Waterfront Engineer

by its Town Administrator Under \$25,000

Town Administrator

Approved as to Availability of Funds:

_____ (\$ _____)
Finance Director Contract Sum

EXHIBIT A

Scope of Services

Based on the Project Understanding and Project Approach provided in the September 11, 2019 letter addressed to Mr. John Rendon authored by GEI Consultants, Inc. (the "ENGINEER") RE: Allen Harbor Jetty Rehabilitation, the ENGINEER has developed the following detailed Scope of Work.

This Scope of Services is based on the following assumptions:

- Town to provide copies of available information
- Existing geotechnical information will be sufficient for design.
- Existing structure is licensed and authorized
- Sediment sampling and testing will be as required for WQC
- Jetty repair design required will be in the historic footprint with minimal encroachment into the resource areas.
- Because the applicant is a municipality, no filing fees will be required and all locally required advertisements will be placed by Town.
- Town to provide Assessors maps and Abutter information.
- Town will be responsible for coordinating all internal reviews.
- Construction drawings will include technical specifications

Task 1- Site Investigation and review of Existing information

- Meet with Town to review project scope and schedule
- Perform site inspection and survey of jetty current conditions
- Perform topographic survey of jetty and beach for 50 feet each side
- Summarize environmental data including tidal range, wind and wave conditions, etc.
- Perform wave analysis on outshore jetty
- Prepare memorandum of findings
- Perform beach sampling and grain size testing for WQC submission (Testing included for up to 6 samples).
- Prepare existing conditions site plan
- Submit to Town for review and comment

Task 2 – Concept Design

- Prepare up to three alternatives for rehabilitation of the jetty which could include some or a combination of the following:
 - Reset armor stone to existing footprint
 - Reset armor stone and raise crest
 - Reset armor stone and construct barrier wall
 - Bypass sand to downdrift beaches
- Prepare review and comparison of alternatives including:
 - Construction cost
 - Anticipated life
 - Scope and frequency of maintenance and anticipated costs

- Regulatory impacts
- Prepare letter report summarizing findings
- Submit to Town for review and comment
- Meet with Town to review findings and confirm preferred alternative

Task 3 – Preliminary Design

Based on Town approved preferred concept alternative:

- Prepare preliminary design of jetty reconstruction, improvements and repairs
- Specific tasks to include:
 - Perform analysis on wave run-up and overtopping
 - Review ability to reset armor stone
 - Perform analysis on outshore jetty to confirm armor stone size
 - Reconstruction of the jetty to allow placement of geotextile, addition of properly sized underlayer as required
 - Confirm size/resetting of existing armor stone with increased height.
- Prepare preliminary construction cost estimate
- Submit preliminary design drawing to Town for review and comment.
- Meet with Town to review preliminary design and schedule for permitting
- Incorporate changes as required

Task 4 – Regulatory Submittals (Based on approved plan)

- Prepare project narrative
- Prepare and file
 - MEPA ENF Filing (1 site meeting)
 - Notice of Intent with Town of Harwich Conservation Commission (2 meeting)
 - Joint DEP Chapter 91 / DEP WQC Filing
 - USACE PCN with supporting information
 - CZM consistency as required
 - Other supporting information and documents including:
 - Abutter notifications by GEI
 - Advertising by Town
 - Record all required documents at the County Registry of Deeds by GEI.

Task 5 – Final Design and Construction Documents

- Based on approved layouts, prepare final design of rehabilitated jetty
- Prepare drawings suitable for construction incorporating technical specifications.
- Prepare drawing to 90% complete and submit 2 copies to Town for review and comment.
- Develop estimate of probable construction cost
- Incorporate final comments and changes and create final construction documents
- Provide one reproducible copy and CD with all documents in electronic format.

EFFECTIVE January 2019

POSITION	NAME	RATE
ADMINISTRATIVE ASSISTANT	Carol McGillivray	\$ 100.00
SENIOR TECHNICIAN	Jamison Fitzgerald	\$ 95.00
WATERFRONT ENGINEER/DIVER-Grade 1	Frederick Hanna	\$ 95.00
WATERFRONT ENGINEER/DIVER-Grade 1	Andrew Cameron	\$ 95.00
WATERFRONT ENGINEER/DIVER-Grade 1	Moritz Schelp	\$ 95.00
WATERFRONT ENGINEER-Grade 1	Ryan Jones	\$100.00
WATERFRONT ENGINEER/DIVER-Grade 2	Steve Hennessy	\$105.00
WATERFRONT ENGINEER/DIVER-Grade 3	Christopher Bradford	\$120.00
WATERFRONT ENGINEER/DIVER-Grade 3	Andrew Gradeski	\$130.00
SR. WATERFRONT ENGINEER-Grade 4	Blake A. Peters	\$135.00
ENVIRONMENTAL SPECIALIST/ MARINE BIOLOGIST – Grade 4	Alyssa Richard	\$140.00
SENIOR PROFESSIONAL-Grade 6	Bradford Saunders	\$145.00
SR. WATERFRONT ENGINEER/DIVER-Grade 4	Kevin Buruchian	\$145.00
SR. PROJECT ENGINEER/DIVER-Grade 6	Alan D. Pepin, PE	\$167.00
SR. PROJECT MANAGER-Grade 7	Russell J. Titmuss, PE, CEng.	\$220.00
VICE PRESIDENT/PRINCIPAL-Grade 8	Ronald R. Bourne, PE	\$265.00
SENIOR CONSULTANT-Grade 8	Varoujan Hagopian, PE, F.ASCE	\$265.00

EXPENSES	RATE
Mileage	\$ 0.58/mile
14 ft Jon Boat	\$ 25.00/day
18 ft Boat (w/motor)	\$250.00/day
Fathometer	\$350.00/day
Sub-Foot GPS	\$250.00/day
Survey Equipment –Total Station/Level	\$ 35.00/day
Ultrasonic Thickness Measurement	\$150.00/day
Weld Testing - Magnetic Particle	\$ 50.00/day
Coating Thickness Testing Equipment	\$ 50.00/day
Coring Equipment - Compressor w/ accessories	\$100.00/day
Soil Sample Augers	\$100.00/day
Field Expendables (rulers, lights, batteries, etc.)	\$ 25.00/day
Diving – Dive Team Scuba Equipment	\$650.00/day
Dive Support Vehicle - plus mileage	\$500.00/day
Field Investigation Support Vehicle - plus mileage	\$250.00/day

coterminous with the contract agreement,

All Other Expenses at Cost plus a 5% service charge

Rates are subject to review and change on an annual basis with an increase limit of 5% per year.

PAYMENT TERMS

~~Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).~~

~~Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.~~

Friends of the South Harwich Meetinghouse, Inc.
P.O. Box 786
Harwich, MA 02645
(508)364-5223



Larry Ballentine, Chair
Harwich Board of Selectmen
732 Main Street
Harwich, MA 02645

October 20, 2019

Dear Members of the Board,

We are writing to request your approval for a one-day alcohol license permit for 1 upcoming event at the Meetinghouse. Our event date requested is November 2, 2019, between 1:00PM to 3:00PM. Our alcohol service will be provided by a fully licensed and insured caterer, serving wine and beer only.

Please let us know, should you require any further information. Thank you for your much appreciated support as we finally showcase this historic Harwich treasure as a fine center for Cultural Arts, Performance, Education and community gathering!

Sincerely,

Judith A. Ford, President



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Board of Selectmen

Christopher Clark
Town Administrator

FROM: David J. Guillemette
Chief of Police

DATE: October 22, 2019

SUBJECT: Request to accept gift of 2013 Harley Davidson Police Motorcycle

Mr. Clark and members of the Board, attached is a gift letter that is being submitted for your consideration. Mr. Petkauskos is a strong supporter of the police departments on Cape Cod and a motorcycle enthusiast who wishes to support our local motor units and the Cape Cod Regional Motor unit by gifting used police motorcycles to various communities.

An additional motor would increase our department's ability to manage traffic and crowds associated with the numerous special events that occur throughout the spring, summer and fall seasons. It would also be available for increased traffic enforcement operations and emergency response in areas that are difficult to access with cruisers. Lastly, Officer Neil Nolan is the capes only certified police motorcycle instructor. The addition of a second motor would provide him with a motor while training Harwich officers and conducting group trainings, exercises and demonstrations with the Harwich Police and the regional cape motor unit.

The cost associated with registration, insurance and maintenance is estimated to be minimal. Additional graphics, lights and radio equipment will be managed through our existing cruiser equipment budget.

MassDOT Massachusetts Department of Transportation
 Registry of Motor Vehicles
1. REG. EFF. DATE _____ **2. REG. EXP. DATE** _____
3. Number of Documents _____ RO (Registration Only) RX (Registration Transfer)
4. ST (Salvage Title) RT (Registration & Title) TAR (Title Add Registration)
 TO (Title Only) SW (Summer/Winter Swap) SS (Surviving Spouse)

Registration/Vehicle **5. Plate Type** _____ **6. Registration Number** _____ **7. Previous Title #** _____ **8. State** _____
9. Type of Registration: Passenger Bus Taxi Livery Commercial
 Trailer Auto Home Semi-Trailer Motorcycle Other _____ **10. Vehicle Identification Number:** 1 H D I F M M 1 X D B 6 6 2 3 3 5

11. Year 2013 **12. Make** HD **13. Model Name** FLHTP **14. Model #** 1690 **15. Body Style** MC
16. Circle Color(s) of Vehicle 0-Orange 1-Black 2-Blue 3-Brown 4-Red 5-Yellow 6-Green 7-White 8-Gray 9-Purple
17. # of Cylinders/Passengers/Doors/Wheels 2 / 2 / 0 / 2

18. Transmission Automatic Manual
19. Total Gross Weight (Laden) _____ **20. Motor Power** Gasoline Diesel Propane Electric Hybrid Other _____
21. Bus: Regular DTE Livery Taxi School Pupil
 If carrying passengers for hire, max no of passengers that can be seated: _____
 If school bus, is it used exclusively for city, town, or school district? Yes No

Owner **22. Owner # 1 License # / ID # / or SSN** _____ **23. Owner # 2 License # / ID # / or SSN** _____ **24. EIN/FID # (see block 29)** _____ If Sole Proprietor provide SSN in #22

25. Owner # 1 Name (Last, First, Middle) TOWN OF HARWICH PD
25a. Height _____ Ft _____ In **25b. Sex** MALE FEMALE
26. Owner # 1 Date of Birth _____

27. Owner # 2 Name (Last, First, Middle) _____
27a. Height _____ Ft _____ In **27b. Sex** MALE FEMALE
28. Owner # 2 Date of Birth _____

29. Corp/Co/Organization Name (see block 24) TOWN OF HARWICH PD
30. City/Town Where Vehicle is Principally Garaged: _____

31. Mailing Address 183 SISSON RD **City** HARWICH **State** MA **Zip Code** 02645

32. Residential or Corp/Co/Organization Address (see block 24 and 29) _____ **City** _____ **State** _____ **Zip Code** _____

33A. Lessee's MA License Number or EIN/FID Number. If out-of-state Lessee, use SSN and date of birth. _____ **33B. Lessee's Name:** _____

34. Lessee's Address, City, State, and Zip Code _____

Title **35. Date of Purchase** 10/7/2019 **36. Odometer Reading** 15,313
37. New Vehicle Used Vehicle **38. Title Type:** Clear Salvage Reconstructed
 Owner Retained Theft Prior Owner Retained

39. Primary Salvage Title Brands: Repairable Parts Only
40. Secondary Salvage Brand(s) _____

Lienholder **41. Date of 1st Lien** _____ **42. Date of 2nd Lien** _____
 I/we certify that all liens on this vehicle are listed below

43. First Lienholder Code _____ **44. Name** NONE

45. Lienholder's Address _____

46. Second Lienholder Code _____ **47. Name** _____

48. Lienholder's Address _____

Insurance Certification The company signatory hereto hereby certifies that it has or will insure or guarantee performance by the applicant heretofore named with respect to the motor vehicle heretofore described for a period at least coterminous with that of such registration under a motor vehicle liability policy, binder or bond which conforms to the provisions of general laws, Chapter 175, Section 113A, and that the premium charge and classification on the effective date of registration are as established by the commissioner of insurance under Chapter 175, Section 113B, 113H and Chapter 175E.

49A. Policy Effective Date: _____
Policy Change Date: _____

49B. Manual Class: _____ **49C. Ins. Company & Code:** _____
 Insurance Co's Authorized Representative's Signature (Original Only)

Signatures I/we the applicants hereby certify under the penalties of perjury that there are no outstanding excise tax liabilities on the vehicle described above that have been incurred by the applicant(s), any member of the applicant's immediate family who is a member of the applicant's household or the business partner of the applicant(s). I/we hereby further certify that all information contained in this application is true and correct to the best of my knowledge and belief. I/we understand that false statements are punishable by fine, imprisonment or both.
50. Signature of Owner From Block 25 or 29. If owner is listed in Block 29, signer must also print name. _____

51. Signature of 2nd Owner From Block 27. _____

52. Authorized Dealer's Signature *Bethany Anthony* **53. Dealer Reg. No.** M055

54. Seller's Name (Please Print) SEACOAST HARLEY-DAVIDSON

55. Seller's Address 17 LAFAYETTE ROAD NORTH HAMPTON, NH 03862

Sales or Use Tax Schedule

56 A. SALE BY LICENSED MOTOR VEHICLE DEALER
 MA DOR-Registered Dealer EIN/FID # 02-1245493
 Total Sale Price \$ 6,000.00
 (adjusted for dealer's discount and manufacturer's rebate)
 Less Manufacturer's Excise \$ N/A
 Net Sales Price \$ 6,000.00
 Less Trade-in Allowance For: \$ N/A
 Yr _____ Make _____ Model _____
 Trade-in VIN _____
 Taxable Sales Price \$ 6,000.00
 6.25% Sales Tax \$ N/A

B. SALES BY OTHER THAN MOTOR VEHICLE DEALER
 Gross Sales Price (Proof Required) \$ _____
 6.25% Sales/Use Tax \$ _____

C. CLAIM EXEMPTION FROM TAX CODE: _____
 Form Attached (if required) _____
 Exempt Organization Certificate # _____

Fee Info.

57. Reg: \$ _____ **Payment:** _____
Title: \$ _____ Cash
Tax: \$ _____ Check
P&I: \$ _____ EFT/ CC
Total: \$ _____ **Clerk ID:** _____

58. Batch No: _____

59. Clerk/End User Initials: _____

ORIGINAL

CERTIFICATE OF TITLE

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

TITLE NUMBER BQ441717		VEHICLE IDENTIFICATION NUMBER 1HD1FMM1XDB662335 1HD1FMM1XDB662335			DATE OF ISSUE 10/09/2015	
MFRS. MODEL YEAR 2013	MAKE HD	MODEL NAME FLHTP	MODEL NO.	BODY STYLE/TYPE MOTCY	NEEUSED USED	
CYL. PASS. ORS. 02 01 0	PURCHASE DATE 09/16/2015	ODOMETER READING 7,855 7,855 ACTUAL MILEAGE	PREV. TITLE NO. BM549722 <small>IF PREVIOUS STATE WAS TITLE EXEMPT REGISTRATION NUMBER IS DISPLAYED</small>		PREV. TITLE STATE MA	

MAILING ADDRESS ONLY:

BARNSTABLE TOWN OF
PD
BX B
HYANNIS, MA 02601-1401

OWNER(S) NAME AND ADDRESS:

BARNSTABLE TOWN OF
PD
BX B
HYANNIS, MA 02601-1401

TITLE TYPE AND BRANDS

TITLE TYPE

BRAND
BRAND
BRAND
BRAND

TITLE MESSAGE(S):

FIRST LIENHOLDER:

SECOND LIENHOLDER:

RELEASE OF FIRST LIEN:
THE FIRST LIENHOLDER'S INTEREST IN THE VEHICLE DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED
NAME:
AUTHORIZED SIGNATURE: X
DATE RELEASED:

RELEASE OF SECOND LIEN:
THE SECOND LIENHOLDER'S INTEREST IN THE VEHICLE DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED
NAME:
AUTHORIZED SIGNATURE: X
DATE RELEASED:

THE REGISTRAR OF MOTOR VEHICLES HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE FOR THE MOTOR VEHICLE DESCRIBED HEREIN HAS BEEN DULY FILED, PURSUANT TO THE PROVISIONS OF THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. BASED ON THE STATEMENTS OF THE APPLICANT AND THE RECORDS ON FILE WITH THIS AGENCY, THE APPLICANT NAMED IS THE OWNER OF SAID VEHICLE.

THE REGISTRAR OF MOTOR VEHICLES FURTHER CERTIFIES THAT THE VEHICLE IS SUBJECT TO ANY SECURITY INTERESTS SHOWN HERIN.

Erin C. Deveney
Erin C. Deveney
Registrar

CONTROL NO. **G4972407**
NOT THE TITLE NUMBER

ALTERATION OR ERASURE VOIDS THIS TITLE.

KEEP IN SAFE PLACE

REGISTRY OF MOTOR VEHICLES

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW



Town of Harwich COUNCIL ON AGING

Harwich Community Center □ 100 Oak Street □ Harwich, MA 02645
Tel: 508-430-7550 Fax: 508-430-7530

m e m o

TO: Harwich Board of Selectmen

CC: Christopher Clark, Town Administrator
Lincoln Hooper, DPW Director
Kyle Edson, DPW Vehicle Maintenance Manager

FROM: Emily Mitchell, Council on Aging Director *Emily Mitchell*

DATE: October 23, 2019

RE: Request to Accept Gift from Cape Destinations

I am writing to request that the Board of Selectmen accept a 14-passenger van as a gift to the Council on Aging from Cape Destinations.

The Council on Aging provides transportation to older adults to all COA programs as well as to other local destinations. The COA operates two vans, one 12-passenger and one 8-passenger, both leased through the Cape Cod Regional Transport Authority (CCRTA), to provide these services. Both vehicles are maintained and serviced through Harwich DPW.

On September 19, 2019 Kyle Edson, DPW Vehicle Maintenance Manager, notified me that the 12-passenger would have to come off the road permanently within the month as it was no longer safe to operate. Its last day in use by the COA was October 18, 2019.

The 12-passenger van was the one used by the COA the majority of the time to accommodate the number of patrons utilizing our transportation services. Cape Destinations has graciously offered a 14-passenger van, equipped with a wheelchair lift, to the COA so that we will not be forced to reduce or terminate any of our services. The van has a limited remaining lifespan, but has been evaluated by DPW and is in good condition and safe to drive. It is the intention of the COA to use this vehicle until we acquire a permanent replacement through CCRTA (anticipated June 2020). The DPW will service the vehicle provided by Cape Destinations while it is in use by the COA.

This very generous offer will allow the COA to continue providing the same scope and frequency of transportation services that so many of our older adults rely on.

Recommendation: I – and all at the COA – are incredibly thankful for this offer and recommend that the Board of Selectmen vote to accept this gift.

Thank you very much.

CERTIFICATE OF TITLE

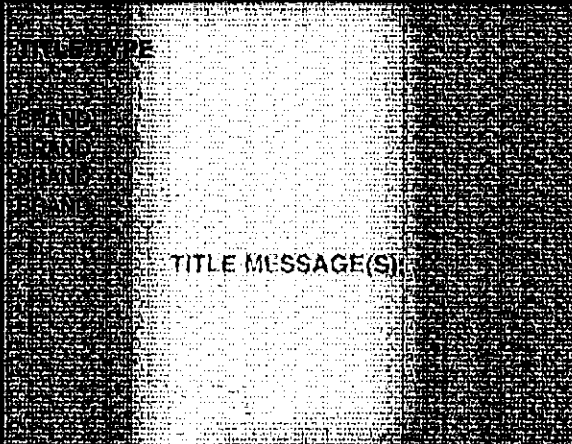
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
TITLE DIVISION

REGISTRATION NO. BT686854 LICENSE NO. [REDACTED] EXPIRES 03/16/2018

REGISTRATION NO. 01 VEHICLE IDENTIFICATION NO. [REDACTED] TITLE NO. BJ266720 STATE MA
REGISTRATION DATE 10 18 4 EXPIRES 12/19/2017 ACTUAL MILEAGE 233,933

LINE ADDRESS: JAYS MANAGEMENT, INC. 182 QUEEN ANNE RD. HARTWICK, MA 02645-2403

TITLE TYPE AND BRANDS



TITLE MESSAGE(S)

OWNER'S NAME AND ADDRESS:
JAYS MANAGEMENT, INC.
182 QUEEN ANNE RD.
HARTWICK, MA 02645-2403

FIRST LIEN HOLDER:

SECOND LIEN HOLDER:

RELEASE OF FIRST LIEN:

THE FIRST LIENHOLDERS INTEREST IN THE VEHICLE DESCRIBED HEREIN HAS BEEN DULY RELEASED.
DATE RELEASED: [REDACTED]

RELEASE OF SECOND LIEN:

THE SECOND LIENHOLDERS INTEREST IN THE VEHICLE DESCRIBED HEREIN HAS BEEN DULY RELEASED.
DATE RELEASED: [REDACTED]

THE REGISTRAR OF MOTOR VEHICLES HEREBY CERTIFIES THAT INFORMATION CONTAINED ON THIS CERTIFICATE OF TITLE FROM THE MOTOR VEHICLE REGISTRATION DIVISION HAS BEEN DULY PROVIDED TO THE GOVERNOR OF THE COMMONWEALTH OF MASSACHUSETTS, BASED ON THE STATEMENTS OF THE APPLICANT AND THE RECORDS ON FILE WITH THIS AGENCY, THE APPLICANT NAMED IS THE OWNER OF SAID VEHICLE.

THE REGISTRAR OF MOTOR VEHICLES FURTHER CERTIFIES THAT THE VEHICLE IS SUBJECT TO ANY SAFETY RECALLS AS LISTED ON THE WEBSITE: www.safercar.gov

Erin C. Deveney
Registrar

COPY NO. [REDACTED]
NOT FOR TITLE

ALTERATION OR ERASURE VOIDS THIS TITLE.

KEEP IN SAFE PLACE

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW



WARNING:

Federal and Massachusetts laws require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ANY ERASURES, WHITE-OUTS OR CROSS-OUTS WILL VOID THE ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW

ASSIGNMENT OF CERTIFICATE OF TITLE BY OWNER

THIS IS TO BE COMPLETED BY THE SELLER and delivered to the Purchaser with the vehicle. If a Non-Dealer sale, purchaser must make application for a new Certificate of Title on MA form RMV-1, and file it immediately with the Massachusetts RMV and surrender the assigned Title.

We hereby assign, transfer, and convey the motor vehicle described on the reverse side of this certificate, for the sale price herein stated, to the following named purchaser, and I/we hereby warrant the Title to said motor vehicle and that same is free of all liens and encumbrances.

SALE PRICE: \$	PRINT NAME OF PURCHASER(S):	DATE OF SALE:
STREET:	CITY:	STATE:
		ZIP:

ODOMETER DISCLOSURE STATEMENT CAUTION: ONLY CHECK A BOX IF THE ODOMETER READING DIFFERS FROM ACTUAL MILEAGE

"I certify to the best of my knowledge the odometer reading specified here is the actual mileage of the vehicle, unless one of the following statements is checked:"

No Tenths 1. I hereby certify to the best of my knowledge the odometer reading stated is in excess of its mechanical limits. (The odometer started at zero again.) 2. I hereby state the odometer reading is not the actual mileage. **WARNING - ODOMETER DISCREPANCY**

SIGNATURE OF SELLER(S): <i>Peggy Carrahan for Jays Equipment</i>	PRINTED NAME(S) OF SELLER(S): <i>Peggy Carrahan for Jays Equipment</i>	DATE:
---	---	-------

PURCHASER(S); DO NOT SIGN BELOW UNTIL ALL SECTIONS ABOVE HAVE BEEN COMPLETED AND SIGNED. SIGNING BELOW INDICATES YOU ARE AWARE OF THE ODOMETER DISCLOSURE STATEMENT MADE BY THE SELLER(S).

SIGNATURE(S) OF PURCHASER(S):	PRINTED NAME(S) OF PURCHASER(S):	DATE:
-------------------------------	----------------------------------	-------

1st RE-ASSIGNMENT BY LICENSED DEALER ONLY

The undersigned licensed Dealer hereby certifies that the Title to the motor vehicle described on the face of this Certificate of Title was transferred to:

PRINT NAME OF PURCHASER(S):	PRINT ADDRESS:
SIGNATURE(S) OF PURCHASER(S):	PRINTED NAME(S) OF PURCHASER(S):
	DATE:

ODOMETER DISCLOSURE STATEMENT CAUTION: ONLY CHECK A BOX IF THE ODOMETER READING DIFFERS FROM ACTUAL MILEAGE

"I certify to the best of my knowledge the odometer reading specified here is the actual mileage of the vehicle, unless one of the following statements is checked:"

No Tenths 1. I hereby certify to the best of my knowledge the odometer reading stated is in excess of its mechanical limits. (The odometer started at zero again.) 2. I hereby state the odometer reading is not the actual mileage. **WARNING - ODOMETER DISCREPANCY**

DEALER'S LICENSE NUMBER:	DEALERSHIP NAME AND ADDRESS:
SIGNATURE OF LICENSED DEALER:	PRINT NAME:
	DATE:

2nd RE-ASSIGNMENT BY LICENSED DEALER ONLY

The undersigned licensed Dealer hereby certifies that the Title to the motor vehicle described on the face of this Certificate of Title was transferred to:

PRINT NAME OF PURCHASER(S):	PRINT ADDRESS:
SIGNATURE(S) OF PURCHASER(S):	PRINTED NAME(S) OF PURCHASER(S):
	DATE:

ODOMETER DISCLOSURE STATEMENT CAUTION: ONLY CHECK A BOX IF THE ODOMETER READING DIFFERS FROM ACTUAL MILEAGE

"I certify to the best of my knowledge the odometer reading specified here is the actual mileage of the vehicle, unless one of the following statements is checked:"

No Tenths 1. I hereby certify to the best of my knowledge the odometer reading stated is in excess of its mechanical limits. (The odometer started at zero again.) 2. I hereby state the odometer reading is not the actual mileage. **WARNING - ODOMETER DISCREPANCY**

DEALER'S LICENSE NUMBER:	DEALERSHIP NAME AND ADDRESS:
SIGNATURE OF LICENSED DEALER:	PRINT NAME:
	DATE:

3rd RE-ASSIGNMENT BY LICENSED DEALER ONLY

The undersigned licensed Dealer hereby certifies that the Title to the motor vehicle described on the face of this Certificate of Title was transferred to:

PRINT NAME OF PURCHASER(S):	PRINT ADDRESS:
SIGNATURE(S) OF PURCHASER(S):	PRINTED NAME(S) OF PURCHASER(S):
	DATE:

ODOMETER DISCLOSURE STATEMENT CAUTION: ONLY CHECK A BOX IF THE ODOMETER READING DIFFERS FROM ACTUAL MILEAGE

"I certify to the best of my knowledge the odometer reading specified here is the actual mileage of the vehicle, unless one of the following statements is checked:"

No Tenths 1. I hereby certify to the best of my knowledge the odometer reading stated is in excess of its mechanical limits. (The odometer started at zero again.) 2. I hereby state the odometer reading is not the actual mileage. **WARNING - ODOMETER DISCREPANCY**

DEALER'S LICENSE NUMBER:	DEALERSHIP NAME AND ADDRESS:
SIGNATURE OF LICENSED DEALER:	PRINT NAME:
	DATE:

Patti Macura

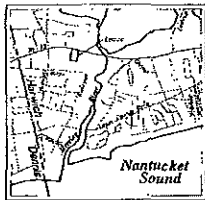
From: Raymond Chesley
Sent: Friday, October 18, 2019 11:34 AM
To: Joe Powers; Patti Macura
Cc: Christopher Clark
Subject: Permit Fees - Habitat Houses on Murray Lane

Joe and Patti

Please ask the Select Board if they would consider waiving the Building Permit Fees for the new houses on Murray Lane. In the past the Board has reduced the building fees but not totally waived them. Also the Plumbing, Gas and Electric fees are not typically waived or reduced as we pay our inspectors per inspection.

The ZBA appears to have waived all fees under the comprehensive permit decision but I am not sure they have authority to do that. Usually the Select Board is the only authority who can waive fees.

Thanks,
Ray Chesley
Building Commissioner



LOCUS MAP

SCALE 1"=2000'
ASSESSORS MAP 10 PARCEL 90 A W3-B
LOCUS IS WITHIN FLOOD ZONE AE (EL 11) & X AS SHOWN ON COMMUNITY PANEL #2000102811 DATED 7/16/2014

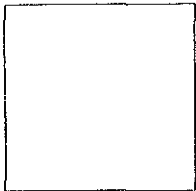
OWNER OF RECORD

HARWICH ECUMENICAL COUNCIL
FOR THE HOMELESS INC.
PO BOX 438
WEST HARWICH MA 01971

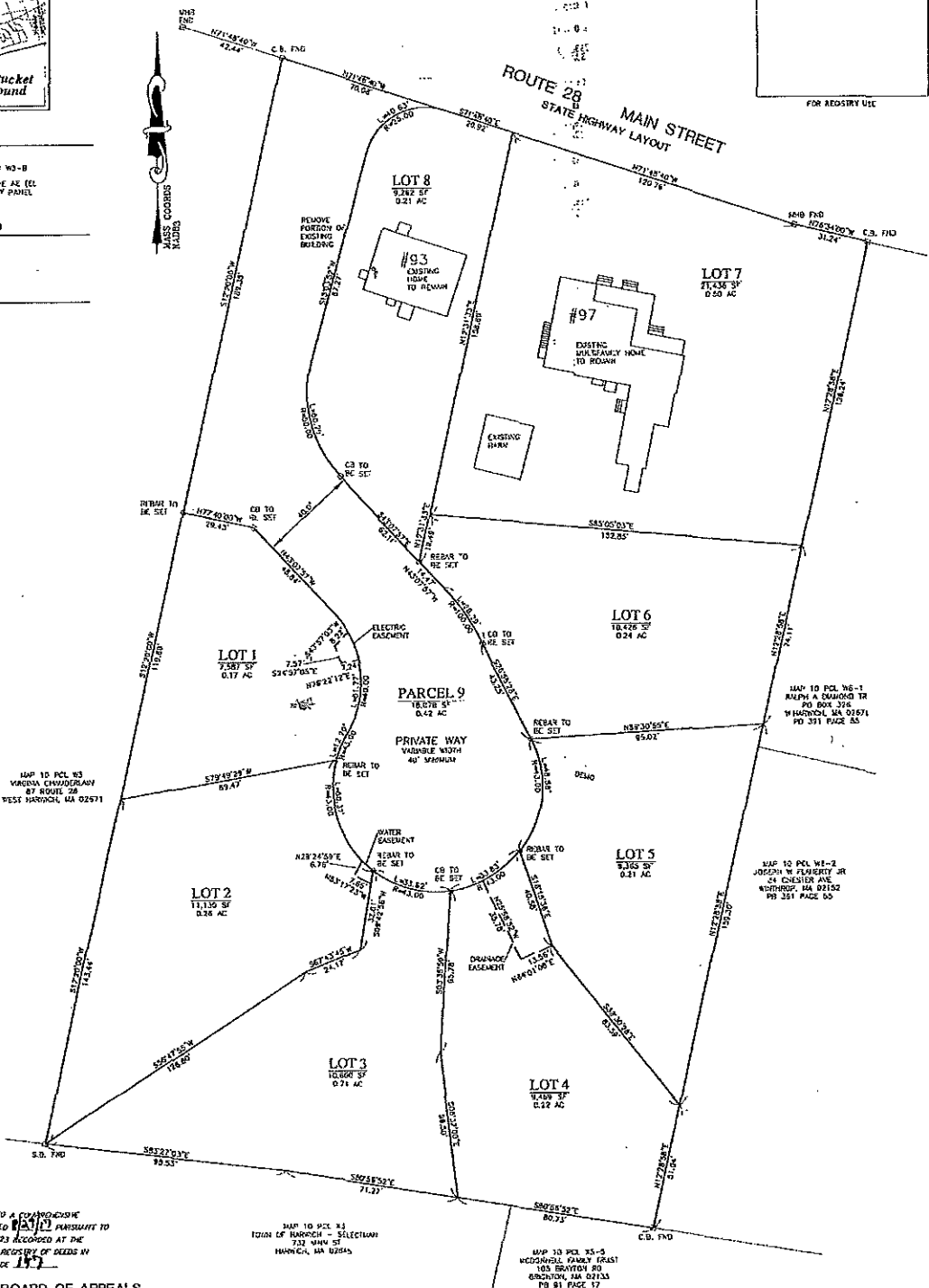
REFERENCES

DEED 0004 21023 PAGE 29
DEED 0004 21023 PAGE 22
PLAN BOOK 381 PAGE 56
PLAN BOOK 91 PAGE 17

RECEIVED AND RECORDED
28 JUN - 51 A D 24
REGISTRY OF DEEDS
SOUTH BRIDGE



FOR REGISTRY USE



MAP 10 PCL W3
VARIOUS CHANGELINES
BY ROUTE 28
WEST HARWICH MA 01971

MAP 10 PCL W6-1
RALPH A DONOHUE TR
PO BOX 376
WEST HARWICH MA 01971
PB 311 PAGE 65

MAP 10 PCL W6-2
JOSEPH W FLETCHER JR
24 CENTER AVE
WEST HARWICH MA 01972
PB 311 PAGE 66

MAP 10 PCL W3-3
WILLIAM FLETCHER TRUST
105 BRAYTON RD
BRANTON MA 01913
PB 91 PAGE 17

APPROVAL SUBJECT TO A COMPREHENSIVE
PERMIT DECISION DATED 02/12/17 PURSUANT TO
M.G. CH. 40B, S. 20-23 RECORDED AT THE
BANKS COUNTY REGISTRY OF DEEDS IN
BOOK 31027 PAGE 177

HARWICH ZONING BOARD OF APPEALS

David B. Ryan, Chairman
Shirley A. Donohue
Christina Muller

SUBDIVISION PLAN OF LAND
OF
#93 & #97 MAIN STREET
WEST HARWICH, MA

PREPARED FOR
HABITAT FOR HUMANITY OF CAPE COD, INC.

I CERTIFY THAT THIS PLAN WAS MADE IN
ACCORDANCE WITH REGISTRY OF DEEDS
REGULATIONS EFFECTIVE JANUARY 1,
1976, AND AS AMENDED JANUARY 7,
1988.



DATE 8-17-2017
DANIEL A. OJALA, P.L.S.

DATE: 8-17-2017

down cape engineering, inc.
Civil Engineers
100 Main Street (Rte. 6A)
West Harwich MA 01979



Playground Inspections of New England LLC

OFFICE

Playground Inspections
Of New England, LLC

183 Sheep Pond Circle
Brewster, MA 02631

PHONE

508-782-0263

EMAIL

nancy@playgroundinspectionsne.com

CPSI Certification # 38108-0520

- ◆ AUDITS - 3rd Party
- ◆ INSPECTIONS - 3rd Party
- ◆ PARK AND PLAYGROUND
CONSULTANCY



Certified
Playground
Safety Inspector

October 23, 2019

Kathleen Isernio, Business Manager
Monomy Regional Schools
425 Crowell Road
Chatham MA 02633

*RE: Playground Safety Audit : Harwich Elementary 'Castle in the Clouds' Robert
Leather Manufacturer, Age appropriate for 5 - 12 years old*

Dear Katie:

Thank you for the opportunity to return to Harwich Elementary. As requested, the purpose of my site visit was to visually assess the Robert Leathers [wood structure] structure including the overall play area, and to make note of any changes or additional deterioration which may have occurred since the Playground Safety Audit completed by Playground Inspections of NE, LLC in October 2018. The visual assessment was neither a Safety Playground Inspection nor an Audit, and not inclusive of every wood member. To follow is a general summary of findings, concerns, and recommendations. Photographs are also part of this report.

After spending an entire afternoon reviewing the playground, I decided to stop. There is no question that this playground has deteriorated over the past year. I did not expect to see to the extent of new hazards and further deterioration of the hazards noted last year.

After your review, if you [or any other interested party] would like to further discuss any issues please let me know. I am also willing to walk around the playground area with you and any other interested party.

Best,

Nancy

Nancy A. White CPSI

CPSI Certification # 38108-0520

GENERAL SITE OBSERVATIONS

- The climbing rope has increased its wear as more steel strands are exposed. The tires (steel belted) have exposed steel and fibers have worn away. While neither are wood, it indicates the continued wear from a year ago of most materials.
- In general, the wood has continued to dry out and cracking is evident in several places. Many pieces are 'bowing out' and exposing more dried, cracked pieces of wood that could cause impalement. Aged cracking wood is 'splaying', thus, a high probability of splinters occurring.
- There are 'trex like'/composite pieces connected to wood pieces. There are some 'composite' pieces that have become loose as the wood is rotting and shrinking under it. The composite retains its stability, but the wood does not. When the hardware starts to back out of the wood and the composite piece is not connected, it becomes a tripping hazard.
- There are other pieces of this 'composite' material that are in the process of detaching from the wood. Some are horizontal under foot or vertical on the structure.
- At some point a component was broken and horizontal wood slats were installed to 'block the opening'. One piece is now missing, resulting in a head entrapment hazard and hardware is protruding [protrusion/eye hazard].
- Hardware is 'backing out' of single pieces of wood and/or multiple connected pieces.
- Please note several photos of dried out and or/rotted wood. These types of photos were not as prominent last year, but were certainly more pronounced this year.

- I have been advised by a playground manufacturers representative, that many types of the manufactured hardware was not functioning well with the wood species being used at the time of this installation; but I have no proof of this in writing. It was relayed to me that the wood and steel were incompatible. Again, this was a comment that made to me during a professional conversation.
- One of the stainless steel slides has a piece of composite as the side rails for the slide. The piece has pulled away from the wood and steel is embedded under both members. This is a gripping spot for a child's hand but is also a pinch, crush and sheer point.
- One of the standard safety warning labels I have included states "Children have died with draw strings from clothing". Two of the slides have openings such that, if a drawstring from clothing were to get caught in this opening – strangulation could occur.
- Rusted hardware on moving parts has opened and is now indenting into the wood. This is extremely dangerous. Close the "S" and replace the shackle connector asap.
- Hardware has 'backed out' on a wheel of an elevated deck. It has created a pinch and crush point, while it moves back and forth.
- The wood is wearing due to steel hardware 'rubbing up' against it. Reference photos.
- There is 'wood rot' below grade – reference photos. Many of the circular supports peeled easily and 'wet flakes' of wood came off. When using my awl, it easily entered the wood, indicating that wood is continuing to rot away. I have been to this site multiple times and it has never been dry below grade. The posts act as 'sponges' (I dug in only 3 different spots). The posts seem stable, but rot has started – this may not be the case with all posts.
- I also dug down on a support post of one of the swings and there was up to a half inch a rot. These pieces are 2"x4". The attached circular post had more rot than the others because it is connected to the support post.

- The chain on the tires is cracking the rubber; thus the rubber is becoming very sharp.

- The fabric cover of horizontal and/or vertical pieces has ripped off and the hardware has failed. All fabric material has received a high amount of wear and has now ripped. The chain - over 4' long - is on the ground (snap off the chain a.s.a.p.).

- The vegetation on the swing beams was not in existence last year.

- Hardware is protruding in multiple areas on the structure.

- The blue steel flanges - connected to the wood support on the swings - are rusted [many layers of rust]. I found a rusted piece in the wood fiber.

- The 'material covers' on several components have continued to rip since last year. This type of material is unknown, and may present a health hazard.

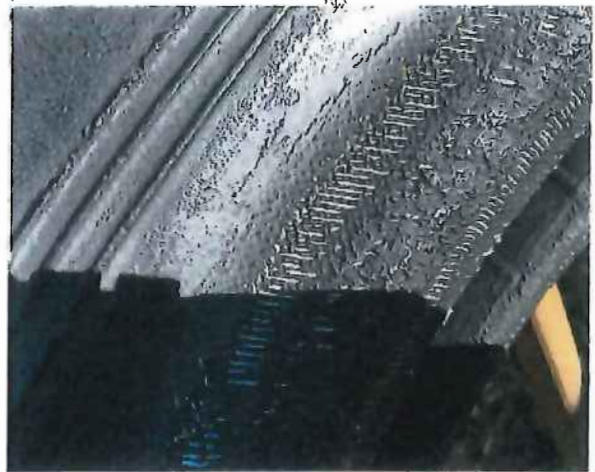
- There were many ages and abilities using the playground during my visit. One child (approximately 9 years of age) seemed over excited/stimulated by the horizontal events. He challenged himself to flip and land backwards on one of the landings. He missed hitting deck with his head by inches and landed in the wood fiber. Standards for size of platforms and distances have change over the years. This situation would not have been able to occur today, as the platform would have been manufactured in a way to prevent a child to take that type of risk [changes in size, material, and placement]. The second child was mentally challenged and approximately 7 years old. He ran everywhere and was trying every piece of equipment! The problem for him was that he was constantly tripping and falling 'into' equipment. This was due to low wood member connectors, wood stringers, extended wood at the end of a component, and the close proximity of the pieces of equipment. All this leaves no time for a user to adjust their body while running to the next event. The entire interior is a tripping hazard.



ADDITIONAL PLAYGROUND PHOTOS



STEEL BELT AND FIBERS EXPOSED.



HARDWARE HAS WORN OUT: COMPOSITE PIECE IS TRIPPING HAZARD.



STAINLESS STEEL SLIDE SIDE RAILS



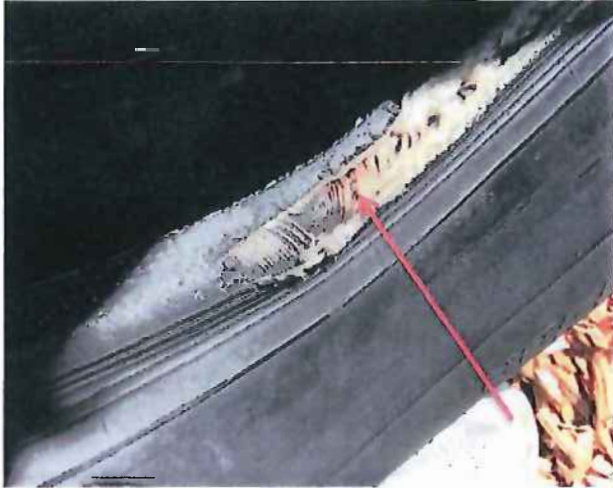
COMPOSITE – WOOD SUPPORT. SEPARATION IS OCCURRING.



HARDWARE IS LOOSE AND BACKING OUT BY THE WHEEL. THIS IS PINCH & CRUSH POINT HAZARD.



ADDITIONAL PLAYGROUND PHOTOS



**INCREASED WEAR FROM 2018 AUDIT.
MORE STEEL STRANDS ARE EXPOSED.**

**SEE LOOSE HANGING CHAIN – NOT ATTACHED
TO ANYTHING.**

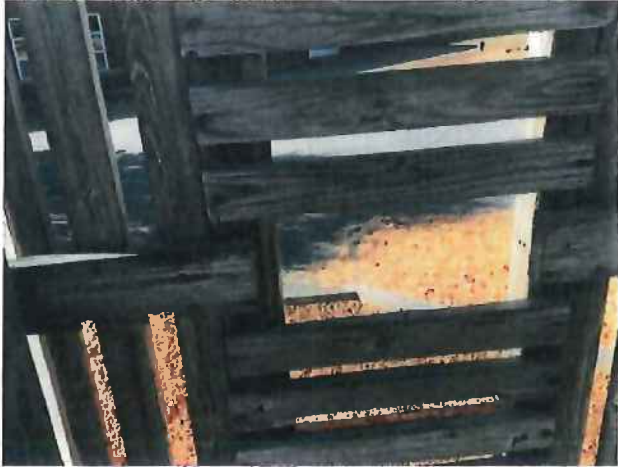


POST ROT.

**HEAD ENTRAPMENT AND PROTRUDING
HARDWARE.**



ADDITIONAL PLAYGROUND PHOTOS



WOOD TO WOOD IS SEPARATING; WOOD TO COMPOSITE IS SEPARATING. HARDWARE EXPOSED.

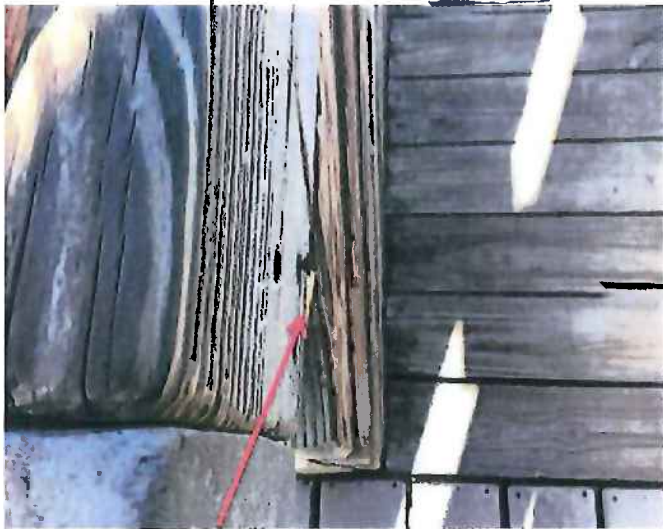


MISSING COMPONENT AND HARDWARE.





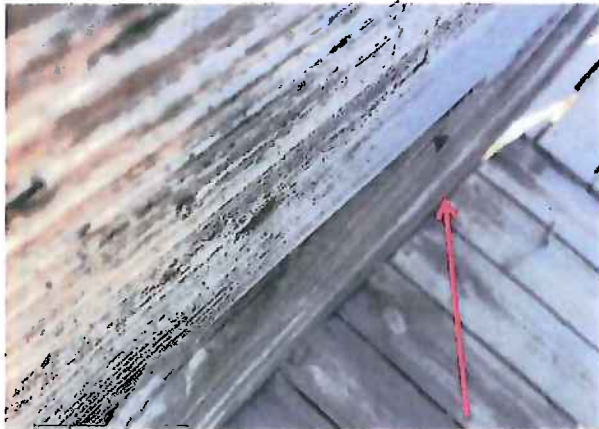
ADDITIONAL PLAYGROUND PHOTOS



HARDWARE IS PROTRUDING.



WOOD SLICE/PEELING WOOD.



HARDWARE IS PROTRUDING.



50% WEAR



HARDWARE HAS SNAPPED OPEN. INTEGRITY HAS BEEN COMPROMISED.



ADDITIONAL PLAYGROUND PHOTOS



OPEN 'S' HOOK IS WORN AND HAS LOST INTEGRITY.



LAYERED AND FLAKING RUST.



LAYERS OF RUST AND PEEL.



SPLIT WOOD.



ADDITIONAL PLAYGROUND PHOTOS



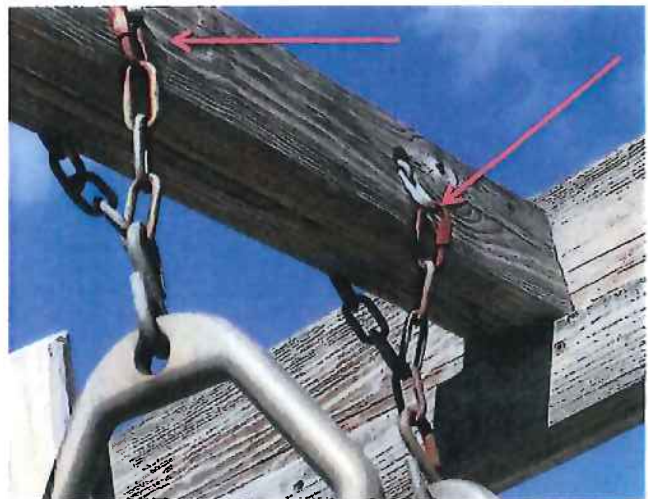
VEGETATION GROWTH—WAS NOT HERE IN 2018.



BRICKS ARE HEAVING.



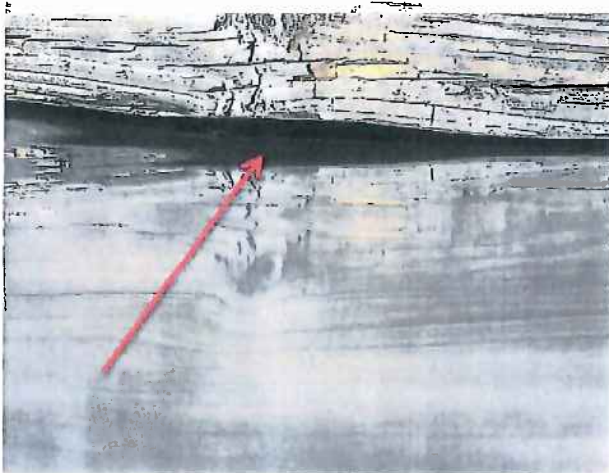
TRIPPING HAZARDS.



HARDWARE IS RUBBING INTO THE WOOD AND CONNECTORS.



ADDITIONAL PLAYGROUND PHOTOS



STAINLESS STEEL BEDWAY AND EXPOSED HARDWARE.



HARDWARE IS EXPOSED. ENTANGLEMENT HAZARD.



FYI – NEW ENGINEERED WOOD FIBER PIECES SHOULD BE NO MORE THAN 2" IN LENGTH.



PAINT FLAKE THAT WAS FOUND ON THE GROUND.



Intermunicipal Agreement
Between
The Town of Harwich and Monomoy Regional School District
for Designation of Exclusive Use Line between Harwich Elementary and the
Cultural Center

This Intermunicipal Agreement ("IMA") is entered into this ___ day of December, 2018, between the Towns of Harwich and Monomoy Regional School District, acting through their respective Boards pursuant to G. L. c. 40, Sec. 4A.

1. Purpose

This IMA establishes the terms under which the Town of Harwich (hereinafter "Harwich") and Monomoy Regional School District (hereinafter "Monomoy") will undertake the Exclusive Use Line (hereinafter "Line") between Harwich Elementary School in use by Monomoy Regional School District and the Town of Harwich Board of Selectmen for the purpose of finalizing the transfer of the former Middle School now Cultural Center by establishing an Exclusive Use Line within the property of the two facilities and associated grounds.

2. Commitments

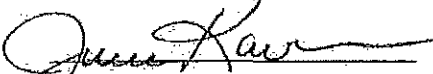
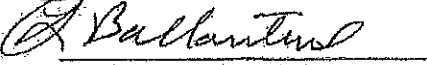
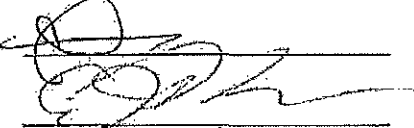
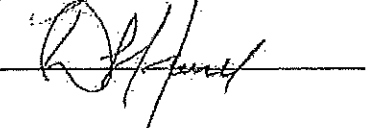
The participating Entities agree as follows:

- a. The Line is to be used to designate use only and is not to be intended to be used as a property boundary for ownership purposes. The Line is displayed on Exhibit A attached to this agreement.
- b. Monomoy agrees to maintain and improve as necessary the Harwich Elementary side of the grounds consistent with the Regional Agreement through its Superintendent.
- c. Harwich agrees to maintain and improve as necessary the Cultural Center (former Middle School) side of the grounds consistent with other property under jurisdiction of the Board of Selectmen as administered by the Town Administrator.
- d. Nothing in this agreement shall prohibit Monomoy or Harwich from working together to allow each other use of property (Elementary School Athletic Programs) and/or improve grounds or structures (Castle in the Clouds, Playground Areas or Ball Fields) if by mutual consent both parties agree or their respective designees agree.
- e. Monomoy shall have peaceful and quiet use of the fields on the Harwich side exclusively during School Hours for student use to facilitate the education program of students. Harwich shall not schedule events on the fields during normal School Hours.
- f. Each entity understands that said funding of elements of this agreement are subject to appropriation by town meeting.

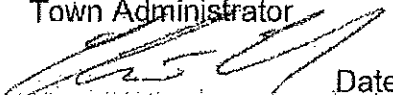
3. Term of Agreement

- a. This IMA shall commence upon July 1, 2019 or by whichever is earlier execution by participating Entities and shall expire on June 30, 2024.
- b. The participating Entities may mutually agree to terminate this IMA prior to the date of expiration or to extend the IMA beyond the date of expiration.

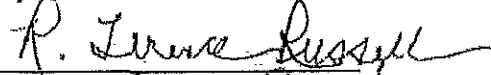
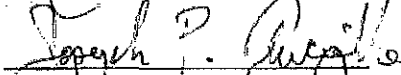
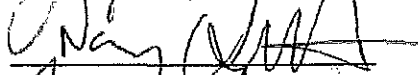
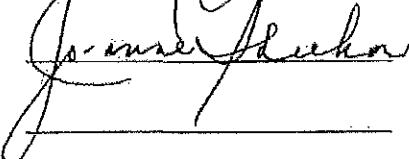
Town of Harwich
By its Board of Selectmen


Town Administrator


Date 12/11/2018

Monomoy Regional School District
By its School Committee

Superintendent of Schools


Date 10/20/19

OWNER/PETITIONER—
TOWN OF HARWICH
732 MAIN STREET
HARWICH, MA 02645

LOCUS ADDRESS—
263 SOUTH STREET

FOR REGISTRY USE ONLY

DEED REFERENCE—
B/C 837 PG. 335

PLAN REFERENCE—
PL.BK. 070 PG. 125
PL.BK. 108 PG. 153

GROSS AREA—
805,552 +/- SQ. FT.
18.49 +/- ACRES

APPROVAL NOT REQUIRED UNDER
THE SUBDIVISION CONTROL LAW

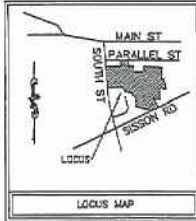
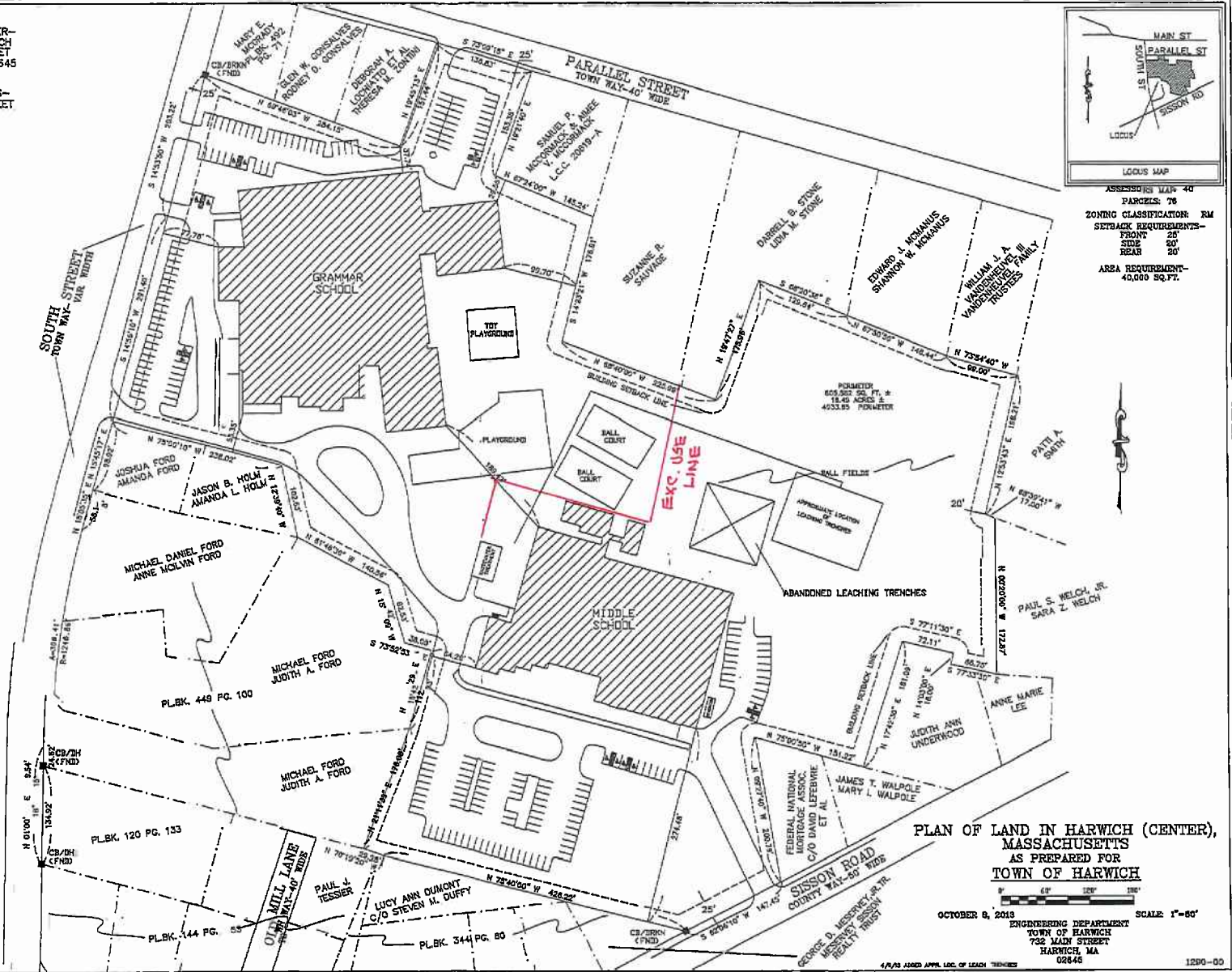
APPLICATION DATE _____

ENDORSED DATE _____

HARWICH PLANNING BOARD
NO DETERMINATION OF COMPLIANCE WITH ZONING
REQUIREMENTS HAS BEEN MADE OR IS INTENDED

I CERTIFY THAT THIS PLAN CONFORMS TO THE
1976 RULES AND REGULATIONS OF THE REGISTERS
OF DEEDS.

DATE _____ PROFESSIONAL LAND SURVEYOR _____



ASSESSORS MAP— 40
PARCELS: 76
ZONING CLASSIFICATION: RM
SETBACK REQUIREMENTS—
FRONT 25'
SIDE 20'
REAR 20'
AREA REQUIREMENT—
40,000 SQ. FT.

PLAN OF LAND IN HARWICH (CENTER),
MASSACHUSETTS
AS PREPARED FOR
TOWN OF HARWICH

OCTOBER 8, 2018 SCALE 1"=60'
ENGINEERING DEPARTMENT
TOWN OF HARWICH
732 MAIN STREET
HARWICH, MA
02645

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*
Joseph F. Powers, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA

MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Assistant Town Administrator

CC: Christopher Clark, Town Administrator
Carol Coppola, Finance Director
Griffin J. Ryder, Town Engineer
Lincoln Hooper, DPW Director

RE: Award of Contract for procurement of Road Salt to
Champion Road Salt, LLC

DATE: October 28, 2019

Enclosed with this memo is a contract to be awarded for the procurement of road salt for FY 2020. The contractor under this agreement is Champion Road Salt, LLC.

The Town of Plymouth, acting as a regional procurement cooperative, managed the bid process on our behalf as they have done in years past for this purpose. The relevant bid documents are included in this packet and follow the contract language.

The Town Accountant has determined the following (and noted the same on the contract signature page) for funding "\$53.80 per ton, up to 2,000 tons, \$400,000.00 is designated in Free Cash to support Snow & Ice budget".

The full packet of contract documents is on file in the Administration Department and is available for review.

Recommendation: I recommend the Board of Selectmen approve this procurement as outlined, award the contract to Champion Road Salt, LLC and sign the attached contract documents.

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Champion Salt, LLC, with an address of 2451 Schuete Road, Maryland Heights, MO, hereinafter referred to as "Contractor", effective as of the 28th day of October, 2019. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with road salt, including the technical specifications set forth in Attachment 1.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing October 28, 2019 through September 30, 2020.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$53.89 per ton. The Contractor shall submit monthly invoices to the Town for services rendered by electronic mail to DPWbilling@comcast.net, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under

this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Umbrella Liability of at least \$5,000,000/occurrence, \$5,000,000/aggregate. The Municipality should be named as an Additional Insured.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be

deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR
By

TOWN OF HARWICH
by its Board of Selectmen Over \$25,000

Printed Name and Title

Approved as to Availability of Funds:

Finance Director (\$107,780.00)
 Contract Sum

Town of Plymouth - Regional Salt Bid Results								
Bid # 21929		September 12, 2019						
Road Salt								
Towns	Est. Amt.	All State Asphalt, Inc.	Champion Salt LLC	Eastern Minerals Inc.	Evolution Liquids LLC	Innovative Municipal Products (us) Inc.	Morton Salt, Inc.	Safe Road Services
Abington	4000	No Bid	\$50.29	\$48.60	No Bid	No Bid	\$47.35	No Bid
Barnstable	8000	No Bid	\$50.54	\$52.00	No Bid	No Bid	\$49.97	No Bid
Bourne	4000	No Bid	\$52.12	\$52.00	No Bid	No Bid	\$50.95	No Bid
Brewster	2000	No Bid	\$53.35	\$56.00	No Bid	No Bid	\$53.27	No Bid
Bridgewater	300	No Bid	\$50.37	\$53.00	No Bid	No Bid	\$54.04	No Bid
Carver	500	No Bid	\$51.00	\$50.00	No Bid	No Bid	\$49.38	No Bid
Chatham	1000	No Bid	\$56.89	\$56.46	No Bid	No Bid	\$62.38	No Bid
Cohasset	1000	No Bid	\$56.95	\$48.45	No Bid	No Bid	\$47.36	No Bid
Dennis	500	No Bid	\$52.91	\$54.00	No Bid	No Bid	\$60.94	No Bid
Easton	3000	No Bid	\$48.41	\$48.62	No Bid	No Bid	\$48.20	No Bid
Edgartown (Del.) Picked up	700	No Bid No Bid	\$175.00 \$65.00	No Bid No Bid	No Bid No Bid	No Bid No Bid	\$200.35 \$200.35	No Bid No Bid
Falmouth	6000	No Bid	\$51.77	\$52.29	No Bid	No Bid	\$51.54	No Bid
Halifax	2000	No Bid	\$51.17	\$48.31	No Bid	No Bid	\$47.04	No Bid
Harwich	2000	No Bid	\$53.89	\$54.00	No Bid	No Bid	\$62.27	No Bid
Hull	2000	No Bid	\$53.71	\$48.45	No Bid	No Bid	\$46.20	No Bid
Kingston	6000	No Bid	\$51.49	\$50.00	No Bid	No Bid	\$50.72	No Bid
Lakeville	2000	No Bid	\$49.91	\$49.00	No Bid	No Bid	\$49.38	No Bid
Marion	350	No Bid	\$51.49	\$53.00	No Bid	No Bid	\$51.80	No Bid
Marshfield	4000	No Bid	\$51.21	\$50.00	No Bid	No Bid	\$49.20	No Bid
Mashpee	3000	No Bid	\$53.99	\$52.80	No Bid	No Bid	\$59.47	No Bid
Mattapoisett	600	No Bid	\$49.03	\$53.00	No Bid	No Bid	\$58.66	No Bid
Middleborough	4000	No Bid	\$49.04	\$48.75	No Bid	No Bid	\$48.38	No Bid
Orleans	800	No Bid	\$55.30	\$55.75	No Bid	No Bid	\$63.97	No Bid
Pembroke	10000	No Bid	\$50.94	\$50.00	No Bid	No Bid	\$49.20	No Bid
Plymouth	10000	No Bid	\$48.76	\$48.92	No Bid	No Bid	\$48.38	No Bid
Plympton	800	No Bid	\$50.01	\$50.50	No Bid	No Bid	\$47.72	No Bid
Rochester	1500	No Bid	\$50.85	\$50.00	No Bid	No Bid	\$49.95	No Bid
Rockland	2500	No Bid	\$50.49	\$48.00	No Bid	No Bid	\$48.36	No Bid
Sandwich	5000	No Bid	\$52.37	\$52.37	No Bid	No Bid	\$51.64	No Bid
Truro	150	No Bid	\$58.61	\$62.00	No Bid	No Bid	\$56.13	No Bid
Wareham	3500	No Bid	\$52.50	\$50.00	No Bid	No Bid	\$49.95	No Bid
Wellfleet	600	No Bid	\$56.89	\$57.97	No Bid	No Bid	\$64.79	No Bid
Whitman	2500	No Bid	\$50.89	\$48.48	No Bid	No Bid	\$48.36	No Bid
Yarmouth	2000	No Bid	\$54.31	\$54.00	No Bid	No Bid	\$60.54	No Bid

BID 21929 REGIONAL ROAD SALT
Bidders Contact List

All States Asphalt, Inc.

Alan L. Chicoine, Vice President
325 Amherst Rd, PO Box 91
Sunderland, MA 01375
413-665-7021
413-665-9027F
asphalt@asmg.com

Champion Salt LLC

Lisa L. Myers, CFO
2451 Schuete Rd
Maryland Heights, MO 63043
636-484-0256
lmyers@cpa.com

Eastern Minerals Inc.

Donna G. Capillo, Asst. Corporate Secretary
134 Middle Street, Suite 210
Lowell, MA 01852
978-458-6420
978-251-8244F
info@easternminerals.com

Evolution Liquid LLC

Paul G. Brown, Co-Owner
120 Cedar Street
Canton, MA 02021
617-285-9924
781-828-5222F
Paul.brown@evolutionliquid.com

Innovative Surface Solutions

Syed Ali, Bid Manager
454 River Road
Glenmont, NY 12077
518-729-4319
518-729-5181
bids@innovativecompany.com

Morton Salt, Inc.

Anthony T. Patton, Director
Leanne Miller, Manager
444 West Lake Street, Suite 3000
Chicago, IL 60606
855-665-4540
630-214-0725F
buyroadsalt@mortonsalt.com

Safe Road Services

Kevin T. Barrett
3 McKinley Rd
Franklin, MA 02038
508-364-1739
508-541-3121F
saferoadservices@comcast.net

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND
GEI CONSULTANTS, INC.
FOR ALLEN HARBOR JETTY REHABILITATION PROJECT**

THIS AGREEMENT made this ____ day of October, 2019 between GEI Consultants, Inc., with a usual place of business at 124 Grove Street, Suite 300, Franklin, MA 02038-3156, hereinafter called the “ENGINEER,” and the Town of Harwich, acting by its Board of Selectmen, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, MA 02645, hereinafter called the “TOWN.”

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

1. Scope of Work

The ENGINEER shall perform the work and furnish all services necessary to provide the Town with engineering services associated with site investigation, design and permitting for Allen Harbor Jetty Rehabilitation Project, as set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum of \$57,000.00, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$57,000.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on October 30, 2019, and shall expire on October 30, 2020, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

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

A. Responsibility for the Work:

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

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

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

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00 per claim with a \$3,000,000 Aggregate.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

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

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

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

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain the following insurance coverages:
- General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured".
 - Automobile Liability (applicable for any automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage Combined Single Limit per accident. The Town should be named as an "Additional Insured".
 - Umbrella Liability of at least \$2,000,000 per occurrence with a \$2,000,000 Annual Aggregate. The Town should be named as an "Additional Insured".
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

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

13. Termination

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

in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

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

GEI CONSULTANTS, INC.

TOWN OF HARWICH
by its Board of Selectmen Over \$25,000

By: *R. J. Titmuss*

Name: Russell J. Titmuss Type or Print

Title: Sr. Waterfront Engineer

by its Town Administrator Under \$25,000

Town Administrator

Approved as to Availability of Funds:

Finance Director

(\$ _____)
Contract Sum

EXHIBIT A

Scope of Services

Based on the Project Understanding and Project Approach provided in the September 11, 2019 letter addressed to Mr. John Rendon authored by GEI Consultants, Inc. (the “ENGINEER”) RE: Allen Harbor Jetty Rehabilitation, the ENGINEER has developed the following detailed Scope of Work.

This Scope of Services is based on the following assumptions:

- Town to provide copies of available information
- Existing geotechnical information will be sufficient for design.
- Existing structure is licensed and authorized
- Sediment sampling and testing will be as required for WQC
- Jetty repair design required will be in the historic footprint with minimal encroachment into the resource areas.
- Because the applicant is a municipality, no filing fees will be required and all locally required advertisements will be placed by Town.
- Town to provide Assessors maps and Abutter information.
- Town will be responsible for coordinating all internal reviews.
- Construction drawings will include technical specifications

Task 1- Site Investigation and review of Existing information

- Meet with Town to review project scope and schedule
- Perform site inspection and survey of jetty current conditions
- Perform topographic survey of jetty and beach for 50 feet each side
- Summarize environmental data including tidal range, wind and wave conditions, etc.
- Perform wave analysis on outshore jetty
- Prepare memorandum of findings
- Perform beach sampling and grain size testing for WQC submission (Testing included for up to 6 samples).
- Prepare existing conditions site plan
- Submit to Town for review and comment

Task 2 – Concept Design

- Prepare up to three alternatives for rehabilitation of the jetty which could include some or a combination of the following:
 - Reset armor stone to existing footprint
 - Reset armor stone and raise crest
 - Reset armor stone and construct barrier wall
 - Bypass sand to downdrift beaches
- Prepare review and comparison of alternatives including:
 - Construction cost
 - Anticipated life
 - Scope and frequency of maintenance and anticipated costs

- Regulatory impacts
- Prepare letter report summarizing findings
- Submit to Town for review and comment
- Meet with Town to review findings and confirm preferred alternative

Task 3 – Preliminary Design

Based on Town approved preferred concept alternative:

- Prepare preliminary design of jetty reconstruction, improvements and repairs
- Specific tasks to include:
 - Perform analysis on wave run-up and overtopping
 - Review ability to reset armor stone
 - Perform analysis on outshore jetty to confirm armor stone size
 - Reconstruction of the jetty to allow placement of geotextile, addition of properly sized underlayer as required
 - Confirm size/resetting of existing armor stone with increased height.
- Prepare preliminary construction cost estimate
- Submit preliminary design drawing to Town for review and comment.
- Meet with Town to review preliminary design and schedule for permitting
- Incorporate changes as required

Task 4 – Regulatory Submittals (Based on approved plan)

- Prepare project narrative
- Prepare and file
 - MEPA ENF Filing (1 site meeting)
 - Notice of Intent with Town of Harwich Conservation Commission (2 meeting)
 - Joint DEP Chapter 91 / DEP WQC Filing
 - USACE PCN with supporting information
 - CZM consistency as required
 - Other supporting information and documents including:
 - Abutter notifications by GEI
 - Advertising by Town
 - Record all required documents at the County Registry of Deeds by GEI.

Task 5 – Final Design and Construction Documents

- Based on approved layouts, prepare final design of rehabilitated jetty
- Prepare drawings suitable for construction incorporating technical specifications.
- Prepare drawing to 90% complete and submit 2 copies to Town for review and comment.
- Develop estimate of probable construction cost
- Incorporate final comments and changes and create final construction documents
- Provide one reproducible copy and CD with all documents in electronic format.



EXHIBIT B

EFFECTIVE January 2019

POSITION	NAME	RATE
ADMINISTRATIVE ASSISTANT	Carol McGillivray	\$ 100.00
SENIOR TECHNICIAN	Jamison Fitzgerald	\$ 95.00
WATERFRONT ENGINEER/DIVER-Grade 1	Frederick Hanna	\$ 95.00
WATERFRONT ENGINEER/DIVER-Grade 1	Andrew Cameron	\$ 95.00
WATERFRONT ENGINEER/DIVER-Grade 1	Moritz Schelp	\$ 95.00
WATERFRONT ENGINEER-Grade 1	Ryan Jones	\$100.00
WATERFRONT ENGINEER/DIVER-Grade 2	Steve Hennessy	\$105.00
WATERFRONT ENGINEER/DIVER-Grade 3	Christopher Bradford	\$120.00
WATERFRONT ENGINEER/DIVER-Grade 3	Andrew Gradeski	\$130.00
SR. WATERFRONT ENGINEER-Grade 4	Blake A. Peters	\$135.00
ENVIRONMENTAL SPECIALIST/ MARINE BIOLOGIST – Grade 4	Alyssa Richard	\$140.00
SENIOR PROFESSIONAL-Grade 6	Bradford Saunders	\$145.00
SR. WATERFRONT ENGINEER/DIVER-Grade 4	Kevin Buruchian	\$145.00
SR. PROJECT ENGINEER/DIVER-Grade 6	Alan D. Pepin, PE	\$167.00
SR. PROJECT MANAGER-Grade 7	Russell J. Titmuss, PE, CEng.	\$220.00
VICE PRESIDENT/PRINCIPAL-Grade 8	Ronald R. Bourne, PE	\$265.00
SENIOR CONSULTANT-Grade 8	Varoujan Hagopian, PE, F.ASCE	\$265.00

EXPENSES	RATE
Mileage	\$ 0.58/mile
14 ft Jon Boat	\$ 25.00/day
18 ft Boat (w/motor)	\$250.00/day
Fathometer	\$350.00/day
Sub-Foot GPS	\$250.00/day
Survey Equipment –Total Station/Level	\$ 35.00/day
Ultrasonic Thickness Measurement	\$150.00/day
Weld Testing - Magnetic Particle	\$ 50.00/day
Coating Thickness Testing Equipment	\$ 50.00/day
Coring Equipment - Compressor w/ accessories	\$100.00/day
Soil Sample Augers	\$100.00/day
Field Expendables (rulers, lights, batteries, etc.)	\$ 25.00/day
Diving – Dive Team Scuba Equipment	\$650.00/day
Dive Support Vehicle - plus mileage	\$500.00/day
Field Investigation Support Vehicle - plus mileage	\$250.00/day

, coterminous with the contract agreement,

All Other Expenses at Cost plus a 5% service charge

Rates are subject to review and change on an annual basis with an increase limit of 5% per year.

PAYMENT TERMS

~~Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).~~

~~Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.~~



Memorandum

To: DHY Clean Waters Community Partnership

*From: Kara M. Johnston, PE
David F. Young, PE*

Date: October 15, 2019

Subject: Summary of DHY Plan Updates

With the help of a Best Practices Grant awarded by the State's Community Compact Program, the working subgroup from Dennis, Harwich, and Yarmouth continues to evaluate ways for the DHY Clean Waters Community Partnership to lower costs, improve its phasing plan and continue to educate the public in each community. During the recent grant reporting period, the group has:

- Reviewed the flows anticipated to enter the DHY Wastewater Treatment Facility (WWTF);
- Reviewed the phasing and costs for the shared and individual town costs;
- Developed and assessed alternative community connection routes to the DHY WWTF; and
- Developed a DHY website to host the latest information and documents.

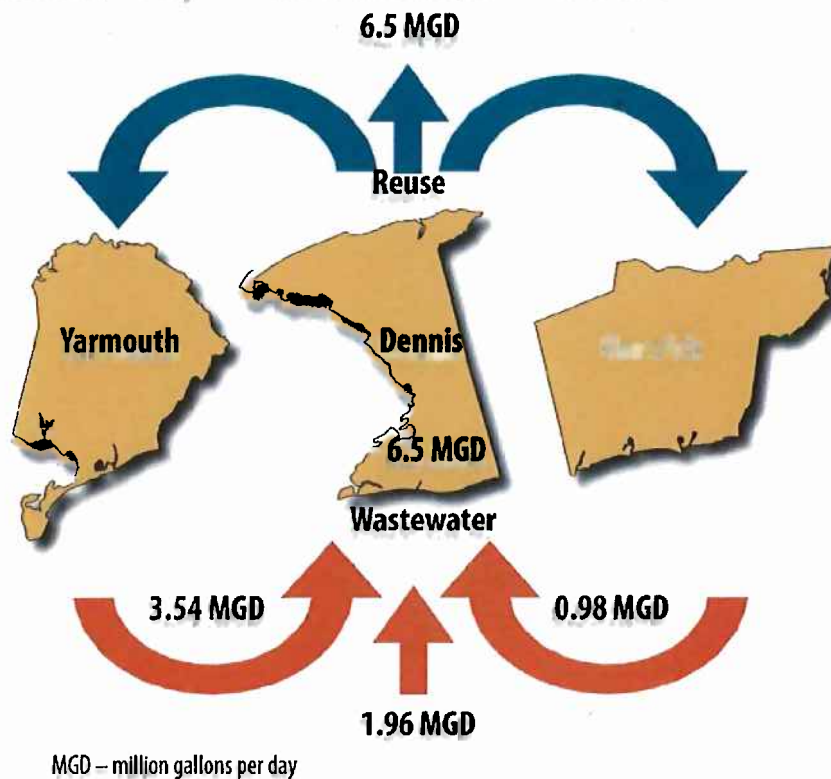
Details of these updates are described below.

1.0 Flow Updates

The communities have reviewed their flows anticipated to reach the DHY WWTF. Buildout flows have been updated for the Town of Yarmouth to account for growth in their desired economic development areas. The new percent ownership based on the revised flows is: Dennis (30%), Harwich (15%), and Yarmouth (55%). **Figure 1** shows the updated buildout flows by town.

Figure 1. Wastewater Flows by Town

Community Partnership – Dennis, Harwich, and Yarmouth



2.0 Cost Updates

The shared costs under the DHY Partnership were reviewed and updated to reflect the revised flows anticipated at the DHY facilities, as well as to reflect increased industry construction costs. Pumping station costs have been increased and an additional 10% contingency has been added to town collection and conveyance systems to reflect these increased industry costs. All costs are provided in 2022 dollars with a projected Engineering News Record (ENR) cost index of 12,400. **Table 1** includes a summary of the three town program cost updates during the recent grant reporting period.

Table 1. Summary of Program Cost Updates

	Previous	2019 DHY Plan Update
WWTF Cost Increase with Increased Buildout Flows	6.2 MGD @ \$140.9 Million	6.5 MGD @ \$146.3 Million
Effluent Recharge Cost Increase with Increased Flows and Phasing Change	6 th effluent recharge site estimated to come online in Phase 6.	6 th effluent recharge site estimated to come online in Phase 5.
Pumping Station at Intersection of Route 28 and Route 134	\$3 Million	\$8 Million
Increased size of recharge force main from WWTF	16"	18"
Pumping Station to Recharge: WWTF, Dennis	\$3,000,000	\$5,000,000
Pumping Station to Recharge: Bob Crowell Road and Old Bass River Road, Dennis	\$1,500,000	\$2,000,000
Pumping Station to Recharge: Old Bass River Road and Paddocks Path, Dennis	\$1,500,000	\$2,000,000
Harwich Northern Pumping Station to DHY WWTF	\$2,000,000	\$3,000,000
Yarmouth Southern Pumping Station (6) to Intersection of Route 134/Route 28 in Dennis	\$3,000,000	\$6,000,000
Yarmouth Northern Pumping Station to DHY WWTF	\$2,000,000	\$4,000,000
Removed Permeable Reactive Barrier (PRB) at HR-12	\$6.5 Million	\$0
Town Collection and Conveyance Systems	-	Costs increased by 10% to reflect increased construction industry costs

Summary of Updated Costs under DHY Clean Waters Community Partnership

Tables 2 through 6 below provide the updated costs for the three towns under the DHY Clean Waters Community Partnership with the shared conveyance approach. These tables update costs presented in the DHY Clean Waters Community Partnership Feasibility Analysis Memo dated May 6, 2019. Under the shared conveyance approach, the three towns plan to share a common pumping station at the intersection of Route 28 and 134 and a force main up Route 134 to the DHY WWTF. Yarmouth would pump wastewater from the intersection of Old Main Street and Route 28 to the shared DHY Pumping Station. Harwich would pump to the DHY Pumping Station from a pumping station on Route 28 in Harwich. Dennis would tie their southern wastewater collection system into the shared pumping station as well.

Table 2. Wastewater Program Cost Comparison

Wastewater Program Cost Comparisons	Capital Costs		O&M Costs		Equivalent Annual Costs		Annual Savings	
	Town	Regional	Town	Regional	Town	Regional	\$ / year	%
Dennis	\$313 M	\$282 M	\$7.3 M	\$5.1 M	\$21.3 M	\$17.7 M	\$3.5 M	17
Harwich	\$315 M	\$291 M	\$4.6 M	\$4.6 M	\$18.6 M	\$17.6 M	\$1.0 M	5
Yarmouth	\$456 M	\$450 M	\$12.6 M	\$8.5 M	\$33.0 M	\$28.6 M	\$4.4 M	13
Total	\$1084 M	\$1023 M	\$24.5 M	\$18.2 M	\$72.8 M	\$63.9 M	\$8.9 M	12

Table 3. DHY Shared Conveyance, WWTF, and Effluent Recharge Cost Comparison

	Capital Costs		O&M Costs		Equivalent Annual Costs		Annual Savings	
	Town	Regional	Town	Regional	Town	Regional	\$ / year	%
Dennis	\$90 M	\$64 M	\$4.5 M	\$2.6 M	\$8.5 M	\$5.5 M	\$3.0 M	36
Harwich	\$68 M	\$33 M	\$2.1 M	\$1.5 M	\$5.1 M	\$3.0 M	\$2.2 M	41
Yarmouth	\$132 M	\$116 M	\$8.9 M	\$4.8 M	\$14.8 M	\$9.9 M	\$4.8 M	33
Total	\$290 M	\$213 M	\$15.5 M	\$9.0 M	\$28.4 M	\$18.4 M	\$10.0 M	35

The capital costs to Harwich for shared conveyance, WWTF and effluent recharge under both the individual town and regional plans, as shown above in Table 3 are for work related to DHY only and do not include the cost of the Chatham agreement (\$6.8 million) for treatment of the wastewater in Phase 2 in Pleasant Bay. This is further discussed in Table 5.

Table 4. Dennis Cost Comparison Breakdown

Dennis	Capital Costs		O&M Costs		Equivalent Annual Costs		Annual Savings
	Town	Regional	Town	Regional	Town	Regional	\$ / year
Collection System	\$213.2 M	\$208 M	\$2.7 M	\$2.4 M	\$12.2 M	\$11.7 M	\$0.5M
Shared Conveyance to WWTF	\$0.0 M	\$5 M	\$0 M	\$0.1 M	\$0.0 M	\$0.3 M	-\$0.3M
WWTF	\$65.0 M	\$45 M	\$4.3 M	\$2.3 M	\$7.2 M	\$4.3 M	\$2.9 M
Effluent Recharge with PRB	\$24.6 M	\$15 M	\$0.2 M	\$0.2 M	\$1.3 M	\$0.8 M	\$0.5 M
Non-Traditional Technologies	\$9.7 M	\$9.7 M	\$86,400	\$86,400	\$519,594	\$519,594	\$0
Total	\$313 M	\$282 M	\$7.3 M	\$5.1 M	\$21.3 M	\$17.7 M	\$3.6 M

Under the regional plan, a portion of Dennis' collection system becomes shared conveyance between the three towns since it is where the WWTF is located. As a result, the capital cost for Dennis' collection system decreases, but a capital cost for the shared conveyance system based on the buildout wastewater flow split is added. The changes to the individual town plan for the regional plan include the following:

- Removal of the \$1.25 Million pumping station at the intersection of Routes 28 and 134 (P.S. 5) which becomes a shared pumping station for all three town's flow as opposed to in the individual town plan where is only pumps the southern portion of Dennis' flow.
- Removal of approximately 1.7 miles of 18" state road force main on Route 134 to the DHY WWTF which becomes shared force main.
- Addition of an \$8 Million shared pumping station at the intersection of Route 28 and 134
- Addition of shared 18" twin force mains along Route 134 from the shared pumping station to the DHY WWTF.

Table 5. Harwich Cost Comparison Breakdown

Harwich	Capital Costs		O&M Costs		Equivalent Annual Costs		Annual Savings
	Town	Regional	Town	Regional	Town	Regional	\$ / year
Collection System	\$236.6 M	\$248 M	\$2.4 M	\$3.0 M	\$13 M	\$14.1 M	-\$1.1 M
Shared Conveyance to WWTF	\$0.0 M	\$2 M	\$0.0 M	\$0.01 M	\$0.0 M	\$0.1 M	-\$0.1 M
WWTF	\$68.4 M	\$28 M	\$2.0 M	\$1.4 M	\$5.0 M	\$2.6 M	\$2.4 M
Effluent Recharge with PRB	\$6.6 M	\$9.1 M	\$0.1 M	\$0.1 M	\$0.4 M	\$0.6 M	-\$0.2 M
Non-Traditional Technologies	\$4.4 M	\$4.4 M	\$0.1 M	\$0.1 M	\$0.3 M	\$0.3 M	\$0
Total	\$316 M	\$292 M	\$4.6 M	\$4.6 M	\$18.7 M	\$17.7 M	\$1.0 M

The increased collection system cost under the regional plan results from the additional conveyance necessary to send the Town's wastewater flow to Dennis for treatment. The additional components to the conveyance system under the regional plan include the following:

A \$3 Million pumping station on Route 28 at Ocean Cove Road (P.S. 1).

- Approximately 2.2 miles of 12" state road force main on Route 28 from P.S. 1 to the intersection of Routes 28 and 134 in Dennis.
- Redirection of pipeline for phasing changes.
- A \$3 Million pumping station on Queen Anne Road at the HR-12 site (P.S. 2)
- Approximately 3.1 miles of 8" local road force main along Queen Anne Road and Main Street from P.S. 2 to the DHY WWTF in Dennis.

The regional plan also includes phasing changes. The collection area in Phase 3 of the Town's Recommended Plan becomes part of Phase 4. Under the regional plan, Phase 4 becomes part of Phase 5. These phase changes do not affect the total cost.

The fee of \$6.8 Million that Harwich paid Chatham in Phase 2 for treatment of the Pleasant Bay wastewater per the intermunicipal agreement is included in the WWTF capital cost for both the individual town plan and the regional plan in **Table 5** above, along with costs related to the DHY program.

Since Harwich has already begun construction of the Town's wastewater system, Table 5A below presents the remaining costs for the regional plan. Phases 1 and 2 have already been paid for, so this table presents the total costs for Phases 3 through 8.

Table 5A. Harwich Future Cost Comparison Breakdown

Harwich	Capital Costs		O&M Costs		Equivalent Annual Costs		Annual Savings
	Town	Regional	Town	Regional	Town	Regional	\$ / year
Collection System	\$201 M	\$213 M	\$2.4 M	\$3.0 M	\$11.4 M	\$12.5 M	-\$1.1 M
Shared Conveyance to WWTF	\$0.0 M	\$2 M	\$0.0 M	\$0.01 M	\$0.0 M	\$0.1 M	-\$0.1 M
WWTF	\$62.1 M	\$21 M	\$2.0 M	\$1.4 M	\$4.8 M	\$2.3 M	\$2.4 M
Effluent Recharge with PRB	\$6.2 M	\$9.1 M	\$0.1 M	\$0.1 M	\$0.4 M	\$0.6 M	-\$0.2 M
Non-Traditional Technologies	\$1.1 M	\$1.1 M	\$0.1 M	\$0.1 M	\$0.1 M	\$0.1 M	\$0
Total	\$270 M	\$246 M	\$4.6 M	\$4.6 M	\$16.6 M	\$15.6 M	\$1.0 M

Table 6. Yarmouth Cost Comparison Breakdown

Yarmouth	Capital Costs		O&M Costs		Equivalent Annual Costs		Annual Savings
	Town	Regional	Town	Regional	Town	Regional	\$ / year
Collection System	\$324 M	\$334 M	\$3.7 M	\$3.7 M	\$18.2 M	\$18.6 M	-\$0.5M
Shared Conveyance to WWTF	\$0 M	\$8 M	\$0.0 M	\$0.2 M	\$0.0 M	\$0.6 M	-\$0.6M
WWTF	\$105 M	\$81 M	\$8.6 M	\$4.2 M	\$13.3 M	\$7.8 M	\$5.5 M
Effluent Recharge with PRB	\$26 M	\$27 M	\$0.3 M	\$0.3 M	\$1.4 M	\$1.5 M	-\$0.6M
Non-Traditional Technologies	\$224,000	\$224,000	\$11,400	\$11,400	\$21,402	\$21,402	\$0
Total	\$456 M	\$450 M	\$12.6 M	\$8.5 M	\$33.0 M	\$28.6 M	\$4.4 M

The additional conveyance necessary in the regional plan to send Yarmouth's wastewater flow to the DHY WWTF for treatment increases the collection system capital cost by approximately \$10 Million. The additional components to the conveyance system under the regional plan include the following:

- A \$500,000 pumping station on West Yarmouth Road for the redirection of flow from Buck Island WWTF to DHY WWTF (P.S. 10)

- Approximately 0.6 miles of local 8" force main to redirect flow on West Yarmouth Road to Route 28
- An additional \$3,000,000 for the pumping station at the Route 28 and Old Main Street intersection (P.S.6)
- Approximately 3.2 miles of 18" state road force main along Route 28 from P.S. 6 to Route 134 in Dennis.
- A \$500,000 pumping station on Winslow Gray Road (P.S. 9).
- Approximately 0.4 miles of local 8" force main on Winslow Gray Road.
- A \$4,000,000 pumping station on Highbank Road to pump from Yarmouth to the DHY WWTF in Dennis (P.S. 7).
- Approximately 0.6 miles of local 16" force main from P.S. 7 to DHY WWTF.
- Approximately 300 linear feet of local 16" force main on Highbank Road at the Bass River bridge crossing assuming \$1000 per linear foot.

3.0 Alternative Routes to DHY WWTF

In an effort to reduce costs for the communities, alternative routes to the DHY WWTF have been reviewed. Under this option, the shared conveyance cost to the WWTF would be removed, and each town would pay for the cost of conveying to the DHY WWTF on their own. This option would also simplify planning for seasonal flow fluctuations and future town collection system expansion programs. The summary of each route and cost implications are discussed below. **Figure 2** attached shows these alternative routes.

Dennis Alternative Route to DHY WWTF

The alternative route for Dennis to the DHY WWTF includes a major pumping station at intersection of Route 28 and Trotting Park Road, with a force main travelling up Trotting Park Road to Main Street, then onto Great Western Road to the DHY WWTF. Under this option, the major pumping station moves to a location with more access than at the intersection of Route 134. This alternative route option increases Dennis' capital costs by about \$3.5 Million and increases O&M costs by about \$42,000 annually as costs are no longer shared.

Table 7. Dennis Alternative Route Cost Comparison Breakdown

Dennis	Capital Costs		O&M Costs		Equivalent Annual Costs		Annual Savings
	Town	Regional	Town	Regional	Town	Regional	\$ / year
Collection System	\$213.2 M	\$216 M	\$2.7 M	\$2.5 M	\$11.8 M	\$11.7 M	\$0.1 M
Shared Conveyance to WWTF	\$0.0 M	\$0 M	\$0 M	\$0.1 M	\$0.0 M	\$0.1 M	-\$0.1M
WWTF	\$65.0 M	\$45 M	\$4.3 M	\$2.3 M	\$7.2 M	\$4.3 M	\$2.9 M
Effluent Recharge with PRB	\$24.6 M	\$15 M	\$0.2 M	\$0.2 M	\$1.3 M	\$0.8 M	\$0.5 M
Non-Traditional Technologies	\$9.7 M	\$10 M	\$86,400	\$86,400	\$519,594	\$519,594	\$0
Total	\$313 M	\$285 M	\$7.3 M	\$5.2 M	\$20.8 M	\$17.5 M	\$3.4 M

Harwich Alternative Route to DHY WWTF

The alternative route for Harwich to the DHY WWTF includes pumping from a pumping station on Route 28 in Harwich up Depot Road to Great Western Road to the DHY WWTF. This option moves the construction onto a local road instead of Route 28 in Dennis. The alternative utilizes Depot Road, which does cross over into Dennis. This alternative, increases capital costs for Harwich by \$1.3 Million, but has minimal effects on the town's O&M costs.

Table 8. Harwich Alternative Route Cost Comparison Breakdown

Harwich	Capital Costs		O&M Costs		Equivalent Annual Costs		Annual Savings
	Town	Regional	Town	Regional	Town	Regional	\$ / year
Collection System	\$235.2 M	\$246 M	\$2.4 M	\$3.0 M	\$12.9 M	\$14.0 M	-\$1.1 M
Shared Conveyance to WWTF	\$0.0 M	\$0 M	\$0.0 M	\$0.01 M	\$0.0 M	\$0.0 M	\$0.0 M
WWTF	\$68.4 M	\$28 M	\$2.0 M	\$1.4 M	\$5.0 M	\$2.6 M	\$2.4 M
Effluent Recharge with PRB	\$6.6 M	\$9.1 M	\$0.1 M	\$0.1 M	\$0.4 M	\$0.6 M	-\$0.2 M
Non-Traditional Technologies	\$4.1 M	\$4.1 M	\$0.1 M	\$0.1 M	\$0.3 M	\$0.3 M	\$0
Total	\$314 M	\$287 M	\$4.6 M	\$4.6 M	\$18.6 M	\$17.5 M	\$1.1 M

Similar to Table 5A, Table 8A below presents the remaining costs for the regional plan via the alternative route. Phases 1 and 2 have already been paid for, so this table presents the total costs for Phases 3 through 8.

Table 8A. Harwich Alternative Route Future Cost Comparison Breakdown

Harwich	Capital Costs		O&M Costs		Equivalent Annual Costs		Annual Savings
	Town	Regional	Town	Regional	Town	Regional	\$/year
Collection System	\$201 M	\$213.4 M	\$2.4 M	\$3.0 M	\$11.4 M	\$12.5 M	-\$1.2 M
Shared Conveyance to WWTF	\$0.0 M	\$0 M	\$0.0 M	\$0.01 M	\$0.0 M	\$0.0 M	\$0.0 M
WWTF	\$62.1 M	\$21 M	\$2.0 M	\$1.4 M	\$4.8 M	\$2.3 M	\$2.4 M
Effluent Recharge with PRB	\$6.2 M	\$9.1 M	\$0.1 M	\$0.1 M	\$0.4 M	\$0.6 M	-\$0.2 M
Non-Traditional Technologies	\$1.1 M	\$1.1 M	\$0.1 M	\$0.1 M	\$0.1 M	\$0.1 M	\$0
Total	\$270 M	\$245 M	\$4.6 M	\$4.6 M	\$16.6 M	\$15.6 M	\$1.1 M

Yarmouth Alternative Route to DHY WWTF

The alternative route for Yarmouth to the DHY WWTF includes pumping from the intersection of Route 28 and Old Main Street, up North Main Street and Highbank Road to Dennis. Once over the Bass River, the force main would continue down Great Western Road to the DHY WWTF. The capital costs and O&M costs associated with this alternative are similar to the shared conveyance approach. Although there is not an overall capital savings, the Phase 1 costs under this alternative is reduced by \$5 Million as compared to the shared conveyance approach. Similar to Harwich, this approach moves construction off of state roads in Dennis and onto a local Yarmouth roadway.

Table 9. Yarmouth Alternative Route Cost Comparison Breakdown

Yarmouth	Capital Costs		O&M Costs		Equivalent Annual Costs		Annual Savings
	Town	Regional	Town	Regional	Town	Regional	\$ / year
Collection System	\$324 M	\$343 M	\$3.7 M	\$3.8 M	\$18.2 M	\$19.1 M	-\$0.1 M
Shared Conveyance to WWTF	\$0 M	\$0 M	\$0.0 M	\$0.2 M	\$0.0 M	\$0.2 M	-\$0.2M
WWTF	\$105 M	\$81 M	\$8.6 M	\$4.2 M	\$13.3 M	\$7.8 M	\$5.5 M
Effluent Recharge with PRB	\$26 M	\$27 M	\$0.3 M	\$0.3 M	\$1.4 M	\$1.5 M	-\$0.1M
Non-Traditional Technologies	\$224,000	\$224,000	\$11,400	\$11,400	\$21,402	\$21,402	\$0
Total	\$456 M	\$450.3 M	\$12.6 M	\$8.6 M	\$33.0 M	\$28.7 M	\$4.3 M

Summary

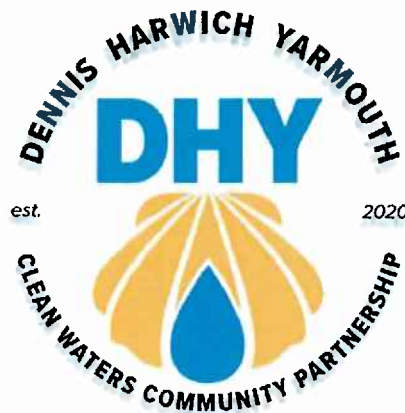
The costs for the alternate route options for each community connecting to the DHY WWTF are essentially equal. Coordination for piping and sizing of pumping stations would be simpler for the direct connection option. However, more input is needed from each community prior to a final decision being made.

Table 10. Wastewater Program Summary Cost Comparison

	Capital Costs			O&M Costs			Equivalent Annual Costs		
	Town	Regional Shared	Regional Direct	Town	Regional Shared	Regional Direct	Town	Regional Shared	Regional Direct
Dennis	\$312.6 M	\$281.7 M	\$285.2 M	\$7.3 M	\$5.1 M	\$5.2 M	\$21.3 M	\$17.7 M	\$17.9 M
Harwich	\$314.8 M	\$290.6 M	\$289.3 M	\$4.6 M	\$4.6 M	\$4.6 M	\$18.6 M	\$17.6 M	\$17.5 M
Yarmouth	\$456.5 M	\$450.2 M	\$450.3 M	\$12.6 M	\$8.5 M	\$8.6 M	\$33.0 M	\$28.6 M	\$28.7 M

4.0 DHY Website

The Dennis, Harwich, Yarmouth created a website during the grant reporting period. This website includes an overview of the partnership, meeting minutes and presentations, frequently asked questions, updates, and many other resources. This website will be actively used by the committee as a public outreach tool and will be updated on a regular basis so that the general public and community leaders have access to the most current information.



Attachment 1

Cost Notes

1. Shared effluent recharge includes PSs and force main to each site. Shared PRBs are included at Dennis Site 1 and Dennis Site 2.
2. Town-only effluent recharge costs include a PRB at Dennis Site 1, Dennis Site 2, and Yarmouth Buck Island Road.
3. Collection System costs include wastewater conveyance between communities.
4. Equivalent Annual Costs assume a 30-year loan at 2% interest.
5. Effluent recharge costs include infiltration basins at all sites, and a PRB at Sites 1 and 2 in Dennis, and Site HR-12. Costs associated with golf course upgrades are not included.
6. 2022 Costs with Projected ENR of 12,400.
7. Town collection and conveyance systems include additional 10% increase to reflect recent costs.
8. The wastewater treatment facility cost estimates are based on flow curves, and not a linear relationship. The building that houses the mechanical and process equipment is considered in the estimate. Summer time peak flows must also be accounted for in sizing the facility equipment.

Chapter 88
of the Acts of 2019

THE COMMONWEALTH OF MASSACHUSETTS

In the One Hundred and Ninety-First General Court

AN ACT ESTABLISHING THE DHY CLEAN WATERS COMMUNITY PARTNERSHIP FOR THE TOWNS OF DENNIS, HARWICH AND YARMOUTH.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. As used in this act, the following words shall have the following meanings unless the context clearly requires otherwise:

"Agreement", the agreement entered into by and among the towns of Dennis, Harwich and Yarmouth and approved at town meetings of the towns, as supplemented and amended by the towns in accordance with section 7.

"Commission", the commission established in section 3.

"District" or "partnership", the DHY clean waters community partnership established in section 1.

"Treasurer", the treasurer appointed by the commission pursuant to section 3.

SECTION 2. There shall be a regional wastewater district for the towns of Dennis, Harwich and Yarmouth to be known as the DHY clean waters community partnership, which shall be a body politic and corporate and political subdivision of the commonwealth. Notwithstanding the procedural requirements of section 25 of chapter 40N of the General Laws or sections 28 to 33, inclusive, of chapter 21 of the General Laws, all actions taken by the towns of Dennis, Harwich and Yarmouth and the commission that are not inconsistent with this act are hereby validated, ratified and confirmed in all respects. The purposes of the partnership shall be to: (i) manage and control the common pumping stations, interceptors and force mains, wastewater treatment plant, effluent recharge and reuse system and appurtenances; (ii) act as a regional wastewater district; and (iii) provide for the collection, treatment, discharge, recharge and reuse of effluent for the member towns.

SECTION 3. (a) The powers, duties and liabilities of the partnership shall be vested in and exercised by a commission organized under this section and the agreement. The commission shall choose a chair and secretary from its membership. The commission shall appoint a treasurer, who shall not be a member of the commission. The treasurer shall receive and take charge of all money belonging to the partnership and shall pay any bill of the partnership that is approved by the commission. The treasurer may, by vote of the commission, be compensated for services. The treasurer shall be subject to sections 35, 52 and 109A of chapter 41 of the General Laws; provided, however,

that in applying said sections 35, 52 and 109A of said chapter 41 to the treasurer, the word "partnership" shall be substituted for "town" and the word "commission" shall be substituted for "selectmen".

(b) The agreement shall set forth the number of commissioners from each town and their manner of appointment.

SECTION 4. Notwithstanding the last sentence of section 25 of chapter 40N of the General Laws, the partnership shall have the power and duty to:

(i) adopt a name and a corporate seal, the engraved or printed facsimile of which, when the seal appears on a bond or note of the partnership shall have the same legal effect as the seal would have if it were impressed on the bond or note;

(ii) sue and be sued, but only to the same extent and upon the same conditions that a city or town may be sued, and plead and be impleaded;

(iii) purchase, take by eminent domain under chapters 79 and 80A of the General Laws or otherwise acquire land within the member towns, or an interest in land within those towns, for the purposes of the partnership to construct, reconstruct, replace, rehabilitate, repair, equip, operate and maintain wastewater treatment, pumping and collection and effluent recharge and reuse facilities for the benefit of the towns or any other facilities necessary to carry out the purposes of the partnership and make any necessary contracts in relation to those purposes; provided, however, that at least 1 commission member from the town in which the land is located shall vote in the affirmative; and provided further, that land may be taken by eminent domain only if the partnership first requests, in writing, that the town take the land and the town does not take the land within 180 days after the partnership has requested;

(iv) purchase or otherwise acquire land outside the member towns for the purposes stated in clause (iii); provided, however, that if the partnership first obtains approval, in writing, of the board of selectmen or equivalent body for the town in which the land is located;

(v) incur debt to acquire land, or an interest in land, and construct, reconstruct, replace, rehabilitate, repair and equip wastewater treatment, pumping, collection and effluent recharge and reuse facilities and any other capital improvements, assets or facilities necessary to carry out the purposes of the partnership, including debt for designing and otherwise planning any such improvements, for a term not exceeding 30 years; provided, however, that written notice of the amount of the debt and of the general purposes for which it was authorized shall be given to the board of selectmen of each member town and to each member town's board exercising the powers of sewer commissioners not later than 30 business days after the date on which the debt was authorized by the commission; provided further, that no debt shall be incurred until the expiration of 45 days from the date the debt was authorized by the commission; and provided further, that an engraved or printed facsimile

signature shall have the same validity and effect as the chairman's written signature if the signature complies with all requirements of this clause;

(vi) borrow money at such rate of interest as the partnership may determine and issue bonds, notes and other obligations to evidence such indebtedness in the name and upon the full faith and credit of the partnership; provided, however, that each issue of bonds or notes shall be a separate loan; provided further, that bonds or notes shall be signed by the chairman and the treasurer of the commission; provided further, that the chairman shall authorize the treasurer to cause to be engraved or printed on bonds or notes a facsimile of the chairman's signature; and provided further, that the chairman's authorization shall be in writing, bearing the chairman's written signature, filed in the office of the treasurer and open to public inspection;

(vii) receive and disburse funds for a purpose of the partnership and invest funds in an investment legally permitted for a city or town;

(viii) incur temporary debt in anticipation of revenue to be received from the member towns or from any other source;

(ix) assess member towns for expenses of the partnership;

(x) maintain a reserve fund, and carry over the remaining balance of such fund into the ensuing fiscal year, subject to the limitations in section 5;

(xi) apply to receive and expend or hold a grant or gift for the purposes of the partnership;

(xii) engage and fix the compensation for legal counsel, financial advisors, engineers, accountants, consultants, agents and other advisors;

(xiii) submit an annual report to each of the member towns that contains a detailed financial statement and a statement showing the method by which the annual charges assessed against each town were computed;

(xiv) appoint, employ, prescribe the qualifications and fix the compensation of an executive director and such other employees as necessary to operate the partnership and pay the same out of funds of the partnership;

(xv) make and execute contracts, project labor agreements and other instruments that are necessary or convenient to carrying out the powers of the partnership including, but not limited to, contracts with a person, firm, corporation, municipality, agency of the commonwealth, governmental unit or other entity, foreign or domestic;

(xvi) make and execute contracts for the purchase or for the environmental remediation, construction, operation and management of the sewer, pumping stations, wastewater treatment plant, collection, treatment, reuse and recharge facilities of the partnership, or for services to be performed thereon, and rent parts thereof and grant concessions thereon, on such terms and conditions as the partnership may determine, in accordance with the agreement;

(xvii) enact by-laws and rules concerning the management and regulation of the partnership's affairs, the use of its facilities and the provision of its services;

(xviii) convey, sell, lease or otherwise dispose of any partnership real or personal property, or interests in such property, that is not necessary for the purposes of the partnership;

(xix) own, acquire, manage, operate, convey or lease any capital improvements, assets or facilities as contemplated by this act and the agreement;

(xx) invest and reinvest its funds in such investments as may be lawful for fiduciaries in the commonwealth, and take and hold property as security for the payment of funds so invested, as provided in section 55 of chapter 44 of the General Laws;

(xxi) procure insurance against any loss in connection with its property, capital improvements, assets or facilities and directors and officers liability insurance in such amounts and from such insurers, including the federal government as it deems necessary and desirable, and to pay any premiums therefor;

(xxii) assume responsibility for maintaining, monitoring and conducting other activities imposed by any condition of any license, permit or approval or by any institutional control arising under any environmental law or regulation with respect to the capital improvements undertaken by the partnership in accordance with this act and the agreement; and

(xxiii) take any and all other actions necessary and convenient to carry out the powers and purposes of the partnership, and all other actions incidental and related to the powers of the partnership.

SECTION 5. The commission shall annually determine the amounts necessary to be raised to maintain and operate the partnership during the ensuing fiscal year plus a reserve fund not to exceed 20 per cent of the annual budget for the ensuing year and shall apportion the amounts so determined among the member towns based on each town's overall allocation of flow capacity in accordance with the terms of the agreement. The annual budget proposed by the commission shall be subject to the approval process by the member towns under the agreement. Annually, not later than February 1, the amounts for the upcoming fiscal year so apportioned for each town shall be certified by the treasurer to the treasurers of the member towns and the sewer commissioners or boards exercising the powers of sewer commissioners of the member towns. Except to the extent that the treasurer's certification provides a credit from sewer system revenues and other sources, the sewer commissioners or boards exercising the powers of sewer commissioners of each member town shall, without further vote, include each amount so certified in the amounts to be assessed annually in such town upon sewer users and others assessable pursuant to sections 14 to 24, inclusive, of chapter 83 of the General Laws and section

23 of chapter 59 of the General Laws and, with or without a town appropriation, the town treasurer shall pay to the partnership the amounts so apportioned at the times specified in the agreement. The amounts apportioned or to be apportioned under the agreement shall not be included in calculating total taxes assessed in paragraph (b) of section 21C of said chapter 59 or the maximum levy limit in paragraph (f) of said section 21C of said chapter 59. The amounts certified by the treasurer shall be deemed to be for services customarily provided locally or subscribed to at local option and shall not be subject to the limitation of section 20B of said chapter 59.

SECTION 6. Notwithstanding chapter 44 of the General Laws, only sections 16 to 28, inclusive, of said chapter 44, shall apply to the partnership; provided, however, that the provisions of section 16 of said chapter 44 relating to the countersigning of bonds and notes and the provisions of section 24 of said chapter 44 relating to the countersigning and approval of notes and the certificates of the clerk relating to notes shall not apply to the partnership; and provided further, that notwithstanding section 19 of said chapter 44 to the contrary, the maturities of each issue of bonds and notes of the partnership shall be arranged so that for each issue the amounts payable in the several years for principal and interest combined shall be as nearly equal as practicable in the opinion of the treasurer or, in the alternative, in accordance with a schedule providing for a more rapid amortization of principal. Any debt incurred by the partnership shall not be subject to the limit of indebtedness prescribed in section 10 of said chapter 44. Nothing in this act shall prevent a member town from establishing and maintaining a sewer enterprise fund pursuant to section 53F½ of said chapter 44 as the mechanism for assessing, collecting and paying the amounts certified by the treasurer pursuant to sections 5 and 8.

SECTION 7. The agreement shall be consistent with this act and the member towns may amend the agreement; provided that the amended agreement is consistent with this act.

SECTION 8. If a member town has received a certification of the partnership's charges and fails to pay the same to the partnership when due after demand by the partnership, the partnership may, not less than 60 days after such demand and without any requirement of election of remedy (i) certify to the state treasurer the amount owing to the partnership by the member town, whereupon the state treasurer shall promptly pay over to the partnership any amount otherwise certified to the state treasurer for payment to the member town as unrestricted general government aid and any other amount for local reimbursement, grant or assistance programs entitled to be received by the member town until such time as the deficiency in the member town's payment of charges to the partnership shall be set off by such payments from the state treasurer; and (ii) recover from the member town in an action in superior court the amount of such unpaid charges together with the lost

interest and other actual damages the partnership shall have sustained from the failure or refusal of the member town to pay over the amount; provided, however, that there is no duplication of recovery. Any amount paid to the partnership by the state treasurer as a set off under this section that is later determined, upon audit, to be in excess of the actual amount of charges, interest and damages due to the partnership shall, upon demand of the member town, be repaid by the partnership to the member town.

SECTION 9. The partnership shall adopt the by-laws that are necessary and proper for the effective functioning of the partnership and its operations, capital improvements and finances including, but not limited to, by-law provisions as put forth in the agreement. The by-laws may also provide for appointment of alternate members of the commission and such other matters relative to the business and affairs of the partnership as may be appropriate to exercise all powers necessary, convenient or incidental to the purposes for which the partnership was established.

SECTION 10. The partnership may prescribe rules and regulations regarding the use of common sewers to prevent the entrance or discharge in the sewers of any substance that may tend to interfere with the flow of wastewater or the proper operation of the wastewater system and the treatment and disposal works, for the connection of estates and buildings with sewers, for the construction, alteration and use of all connections entering into such sewers and for the inspection of all materials used in the sewers. The partnership may prescribe civil penalties, not exceeding \$5,000 per violation for each day of the violation of any such rule or regulation. The rules and regulations shall be published once in a newspaper of general circulation within each of the member towns, shall include a notice that the rules and regulations shall be available for inspection by the public and shall not take effect until such publication has been made. The rules and regulations shall conform with state and federal law.

SECTION 11. Notwithstanding this act or any general or special law to the contrary, the towns of Dennis, Harwich and Yarmouth, acting individually through the local board having the authority of sewer commissioners in the town and not acting in concert through the partnership, in order to fairly recover the costs of expanding the regional wastewater treatment works as described in this act, may assess charges, assessments, betterments or privilege fees for new connections to the town's local sewer system or for expanded uses of the sewer system by existing users under chapter 80 or chapter 83 of the General Laws. The sewer connection charges, assessments, betterments or privilege fees may include such respective town's proportionate share of the costs to the town under this act for the construction, expansion or upgrade of the regional wastewater facilities and may also include the proportionate share of such respective town's costs for any local wastewater facilities including, but not limited to, pumping stations, equipment and

intercepting sewers. Nothing in this act shall prevent the local board having the authority of sewer commissioners in the member towns from raising local revenue from or continuing to engage in the constructing, operating, maintaining, expanding and funding of each respective town's local municipal wastewater facilities located entirely in each town separate from and independent of the regional facilities and the partnership.

SECTION 12. This act shall take effect immediately upon simple majority approval of the agreement at an annual or special town meeting by each member town.

House of Representatives, October 2, 2019.

Passed to be enacted,

Paul J. Donatelli, Speaker.

In Senate, October 3, 2019.

Passed to be enacted,

Sybil S. Stone, President.

October 11, 2019.

Approved,

Charles D. Bass

Governor.

AGREEMENT ESTABLISHING THE DHY CLEAN WATERS COMMUNITY PARTNERSHIP

Draft 10/23/19

This Agreement is made and entered into this _____ day of _____, 2019 (the "Agreement") by and between the Towns of Dennis, Harwich, and Yarmouth, municipal corporations within the Commonwealth of Massachusetts, and herein referred to as "Member Towns" for the establishment of a public, regional wastewater district, to be known as the "DHY Clean Waters Community Partnership" and commonly referred to in this Agreement as the "Partnership."

Whereas, the annual town meeting votes of each Member Town taken in 2020 and the terms of the special act of the General Court of the Commonwealth entitled "*An Act Establishing The DHY Clean Waters Community Partnership for the Towns of Dennis, Harwich and Yarmouth*" approved by the Governor on XYZ, 2019 and known as Chapter ZZZ of the Acts and Resolves of 2019 (herein referenced as the "Enabling Act") authorize execution of this Agreement.

Whereas, the Partnership shall own, manage, operate and control the wastewater treatment plant, common interceptors, pumping stations and force mains, effluent recharge and reuse system, and appurtenances needed to treat wastewater; it shall act as a Community Partnership with all the powers and privileges granted to it by this Agreement and by the Enabling Act and shall provide for the common collection, conveyance, and treatment of wastewater, and recharge and reuse of treated effluent for the Member Towns.

Now therefore, in consideration of the mutual benefits to each Member Town derived from the formation of this Partnership and in fulfillment of their duties given by their respective town meetings and in further consideration of the mutual exchange of promises and obligations as set forth herein, and to complete the requirements of the Enabling Act, the Member Towns form this Agreement and agree as follows:

Effective date: This Agreement shall become effective on July 1, 2020? (the "Effective Date") and supersedes and rescinds any prior wastewater agreements entered between the member towns.

Term of Agreement: The Member Towns intend that the Agreement in its present form or as it may be amended from time to time be coterminous with the life of the Partnership.

Agreement:

Basic Terms and Conditions

- Section 1 Definitions
- Section 2 Wastewater Characteristics
- Section 3 Location of District Facilities
- Section 4 Wastewater Services to Member Towns

- Section 5 Measurement of Flow
- Section 6 Sampling of Wastewater Flow
- Section 7 Notice of Flow Changes
- Section 8 Pretreatment

Governance Terms and Conditions

- Section 9 Wastewater District Commission
- Section 10 Amendments to Agreement
- Section 11 Admission of New Member Town(s)
- Section 12 Withdrawal from District
- Section 13 Contract Administration
- Section 14 District Transition Items

Cost Terms and Conditions

- Section 15 Apportionment and Payment of Costs
- Section 16 District Budget
- Section 17 Incurring of Debt
- Section 18 Treatment Plant Decommissioning – Cost Impacts

Appendices

- Appendix A Exhibits
- Appendix B **Enabling Act; Chapter XXX of the Acts of 2019**
- Appendix C Sewer Use Regulations
- Appendix D Septage Regulations
- Appendix E Description of Common Partnership System
- Appendix F Agreement to Lease Real Property
- Appendix G Management and Operations Agreement between Partnership and Dennis

Basic Terms and Conditions

Section 1: Definitions

- 1.1 For the purpose of this Agreement, the following terms are defined:
- 1.1.1 "Average Annual Flow" shall mean the average flow of the previous 12 individual months calculated monthly (12-month rolling average) and shall be used to define the flow capacity owned and used by a Member Town in the Partnership's treatment facility.
 - 1.1.2 "Average Daily Flow" shall mean the total flow period as measured at the metering location(s) divided by the number of days in that flow period.
 - 1.1.3 "Biochemical Oxygen Demand" (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five (5) days at 20 degrees centigrade (68 degrees Fahrenheit) expressed in milligrams per liter by weight (or pounds per day).
 - 1.1.4 "Combined Sewer" shall mean a drain or sewer specifically designed to receive stormwater run-off, groundwater, and wastewater and/or industrial wastes.
 - 1.1.5 "District" or "Partnership" shall mean the Clean Waters Partnership Commission to govern the DHY Clean Waters Community Partnership, as defined herein.
 - 1.1.6 "Common Partnership System" shall mean those wastewater conveyance and treatment facilities owned and operated by the Partnership as described in Section 3 herein. Conveyance facilities include interceptor sewers and any pumping stations or force mains within the defined Partnership facilities that are utilized to convey Member Towns' wastewater to the Partnership's treatment plant. Treatment facilities include the treatment plant, effluent recharge sites, and any related facilities.
 - 1.1.7 "Customer" or "User" shall mean a residence, business or other approved entity that is approved for a wastewater connection to and deriving a benefit (either actual or potential) from the sewer system within a Member Town. Customer/ User shall include an approved flow from adjacent towns that connect into the sewer system of a Member Town.
 - 1.1.8 "MassDEP" means the Massachusetts Department of Environmental Protection or its successor agency.
 - 1.1.9 "Enabling Act" means Chapter XYZ of the Acts of 2019, as may be amended from time to time.
 - 1.1.10 "EPA" means the United States Environmental Protection Agency or its successor agency.
 - 1.1.11 "Effective Date" shall be July 1, 2020.

- 1.1.12 "Dennis" is the Town of Dennis, a municipal corporation of the Commonwealth of Massachusetts. The "Dennis Board" shall be the Board of Selectmen acting as Sewer Commissioners of the Town of Dennis, or its successors.
- 1.1.13 "Industrial Wastes" are the liquid, gaseous, or solid wastes or a combination thereof, other than wastewater, resulting from any process of manufacturing, trade and/or industrial operations or from the development or recovery of any natural resources.
- 1.1.14 "Infiltration" shall mean water entering a sewer system from the ground through such means as defective pipe, pipe joints, connections, or manhole walls. Infiltration does not include and is distinguished from inflow.
- 1.1.15 "Infiltration/ Inflow" (I/I) is the total quantity of water entering a sewer system from both infiltration and inflow.
- 1.1.16 "Inflow" shall mean water discharged to a sewer system (including service connections) from such sources as roof leaders, basements, yards, and area drains; foundation drains; sump pump connections; drains from springs and swampy areas; manhole covers; cross-connection from storm sewers and combined sewers; catch basins; stormwater run-off; and drainage in general.
- 1.1.17 "Local Wastewater System" shall mean that portion of the sewer/ wastewater system located either in Dennis and used exclusively by Dennis or its customers, in Harwich and used exclusively by Harwich or its customers, or in Yarmouth and used exclusively by Yarmouth or its customers, or located in any other municipality and used exclusively by such municipality's residents/rate payers and not owned by the Partnership. A Local Wastewater System is not part of the Common Partnership System.
- 1.1.18 "Harwich" is the Town of Harwich, a municipal corporation of the Commonwealth of Massachusetts. The "Harwich Board" shall be the Board of Selectmen, of the Town of Harwich, acting as Sewer Commissioners or its successors.
- 1.1.19 "Maximum Daily Flow" shall mean the maximum flow recorded at a metering station during a 24-hour period.
- 1.1.20 "Member Town" shall mean either the town of Dennis, Harwich or Yarmouth, or any other municipality that may join the Partnership in accordance with the terms herein.
- 1.1.21 "MGD" is the abbreviation of million gallons per day.
- 1.1.22 "Yarmouth" is the Town of Yarmouth, a municipal corporation of the Commonwealth of Massachusetts. The "Yarmouth Board" shall be the Board of Selectmen acting as Sewer Commissioners of the Town of Yarmouth, or its successors.

- 1.1.23 "pH" shall mean the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.
- 1.1.24 "Wastewater" shall mean liquid and water-carried human and domestic wastes from residences, commercial buildings, industrial plants and institutions, exclusive of ground, storm and surface water and exclusive of industrial wastes.
- 1.1.25 "SCADA" (Supervisory Control and Data Acquisition) shall mean the instrumentation to allow for conveying remote signals to electronic controls and computer system to assist with monitoring data.
- 1.1.26 "Sewer Use Regulations" shall mean the latest edition of the Partnership regulations which shall be developed and adopted prior to the treatment plant being operational. Each Member Town must adopt, by or upon the Effective Date, as a minimum, the Sewer Use Regulations in use by the Partnership. Definitions of terms within that document shall be interpreted in accordance with EPA and/or MassDEP Regulations.
- 1.1.27 "Shall" is mandatory, "may" is permissive.
- 1.1.28 "Slug" shall mean any discharge of water, wastewater, or industrial waste which in concentration of any constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.
- 1.1.29 "Total Flow" shall mean the total amount of wastewater flowing into the Common Partnership System and includes the wastewater and I/I contributed to such system by the Member Towns and all of their users. Total flow for each Member Town shall be based on measured flows from each Member Town plus (or minus) a flow proportional adjustment for Infiltration/Inflow (I/I) in Common Partnership System components. Estimated I/I flows should be periodically checked at a frequency to be determined by the Commission.
- Total flow shall be the recorded flow received each day. The Average Annual Flow shall be reported as the monthly average flow for the previous 12 months.
- 1.1.30 "Total Flow Allocation" shall mean the amount of wastewater treatment facility capacity dedicated and reserved for use (owned) by each Member Town.
- 1.1.31 "Total Suspended Solids" (abbreviated TSS) shall mean solids that either float on the surface of, or are in suspension in water, or wastewater, or other liquids and which are removable by laboratory filtering, expressed in milligrams per liter by weight (or pounds per day).
- 1.1.32 "User Charges" shall mean a charge levied on Member Towns of the Partnership for the cost of operation and maintenance, repairs and associated capital payment costs for the Common Partnership System.

1.1.33 "Wastewater" shall mean spent water of the Member Towns and may be a combination of the liquid and water carried wastes from residences, commercial buildings, industrial plants and institutions, together with any ground, storm, and surface waters that may be present.

Section 2: Wastewater Characteristics

2.1 The Partnership shall receive, treat and dispose of Member Towns' wastewater in accordance with this Agreement and all applicable local, state and federal laws, regulations, water quality standards, orders and decrees of any state and/or federal governmental authority having jurisdiction over the treatment, and disposal/ recharge of wastewater. The Partnership shall comply at all times with the Partnership's Groundwater Discharge Permit(s).

2.2 Member Towns shall adopt as a minimum the rules, regulations and requirements of the Partnership proscribing and limiting the content of wastewater discharged into the sewers that convey flow to the Common Partnership System. The rules, regulations and requirements include but are not limited to:

2.2.1 Sewer Use Regulations (Partnership to develop and adopt new regulations prior to treatment plant being operational)

The Partnership shall send written notice of any proposed revisions to the Partnership's Sewer Use Regulations to the Member Towns 30 days prior to such revision(s) being enacted or adopted.

2.3 It is recognized that under extreme wet weather events or high groundwater periods that increased Infiltration and/or Inflow (I/I) may occur. In recognition of this, each Member Town shall work cooperatively with the Partnership to investigate and reduce its flows so that I/I flow by Member Towns is maintained to be within industry (Water Pollution Control Federation or other) and regulatory (MassDEP or other) guidelines. It is the responsibility of each Member Town to pay for its own I/I evaluations, studies, construction, and related work to reduce I/I within each Member Town's respective Local Wastewater System.

2.4 Any Member Town accepting wastewater from an adjacent customer community shall be responsible for requiring the customer community to adopt and adhere to any and all Partnership requirements regarding wastewater regulations, permits or Partnership operations as defined herein. The Partnership shall have the authority to require that a Member Town pursues appropriate actions in this regard and may charge any costs the Partnership incurs for this enforcement to said Member Town.

Section 3: Location of Common Partnership System

3.1 Location

Initially, all Common Partnership System facilities shall be located within the limits of the Member Towns and are as described below:

Conveyance System – a wastewater pumping station located near the intersection of Routes 134 and 28 in Dennis may receive flow from all three Member Towns and forcemain(s) will convey that flow to the Partnership treatment plant located adjacent to the Dennis DPW facility.

Treatment Plant – a wastewater treatment facility located adjacent to the Dennis DPW facility will treat wastewater to standards established by the MassDEP in order to meet a Groundwater Discharge Permit.

Effluent Recharge Sites – treated effluent will be pumped in force mains to effluent recharge sites located in Dennis, Harwich and Yarmouth as shown on Figure 1 in Appendix E or to any other approved reuse alternative.

Refer to Figure 1 of **Appendix E** for an overview of the Common Partnership System.

3.2 Plans

The District shall maintain a description, plan, title information or combination thereof, identifying and describing the Common Partnership System owned or leased by the Partnership, and the location of those facilities.

Each Member Town shall provide the Partnership annually in July an updated electronic copy of the Local Wastewater System within that Member Town that is ultimately connected to the Common Partnership System. Flow metering locations shall be shown on the sewer system map shown in Exhibit H.

3.3 Conveyance and Transfer

The Member Towns shall provide a 99-year lease for \$1 to convey certain real property, personal property, equipment and other assets to the Partnership (including property and assets to establish the Common Partnership System) by or on the Effective Date and in accordance with an agreement entitled, “Agreement to Convey Real Property and Transfer Assets”, or any other arrangements, both attached hereto as **Exhibit H**.

3.4 Taxes

The DHY Clean Waters Community Partnership shall be a tax-exempt entity and there shall also be no Payments in Lieu of Taxes (PILOT) for any of the facilities located in the three member towns.

Section 4: Wastewater Services to Member Towns

4.1 Additional Services

The Partnership shall provide wastewater treatment and disposal services to the Member Towns. The Partnership may provide additional wastewater related equipment and services to its Member Towns. Costs for all wastewater related equipment and services not provided to all Member Towns by the Partnership shall be the responsibility of the

individual Member Town(s) receiving said equipment and services. The Partnership shall maintain a separate accounting of costs for that equipment and services and the individual Member Town(s) shall be fully responsible for payment for use of that equipment or services which shall be additionally billed on the quarterly invoice in which the equipment and services were incurred.

An example of these types of additional services might include work at a Member Town's pumping station or use of a piece of Partnership equipment to assist in cleaning or rehabilitating a Member Town's Local Wastewater System.

4.2 Equipment

The Partnership may purchase equipment or procure use of equipment that would be utilized by the Member Towns and charged to each Member Town in proportion to the use by that Member Town. The Commission must approve each equipment purchase or procurement and rate to be charged for equipment use. Similarly, the Partnership may utilize equipment owned by a Member Town and reimburse that town at an approved rate.

Section 5: Measurement of Flow

5.1 The Partnership measurement of wastewater flow shall be as follows:

5.1.1 The volume of flow used in computing the flow variable portion of operation and maintenance costs shall be based upon readings obtained by metering equipment approved by the Partnership, installed by each Member Town, and located at each point of discharge into the Common Partnership System or each Member Towns' shared wastewater conveyance system. Such metering equipment shall be installed by the respective Member Towns and shall include a SCADA system (not to be used for control unless contracted for by a Member Town) for sending metering data to the Partnership's treatment plant. The collection of flow meter readings for the purpose of computing and distributing charges shall be done locally at each meter and shall be the responsibility of Partnership and/or its authorized agent, and all costs related to the collection of the data and the calculation of the charges shall be a part of the Operating Costs of the Common Partnership System. Once a quarter, the Partnership will provide each Member Town with the monthly wastewater volume for the preceding quarter, based upon the meter readings. Each Member Town will have access to said meter readings during the Partnership's normal business hours.

5.1.2 Each Member Town shall provide a flow measuring system at its own expense to measure all wastewater flows from the Member Town which enter the Common Partnership System. The general arrangement, equipment and physical location of these flow measuring stations shall be subject to Partnership's review and approval. The cost of maintaining those flow measuring stations shall be borne by each respective Member Town.

The Partnership shall provide and maintain a SCADA system (not to be used for control unless contracted for by a Member Town) at its expense to assist with

monitoring the measured flows from each flow measuring station that discharges into a shared wastewater system within a Member Town or that discharges directly into the Common Partnership System.

Each Member Town shall be responsible for checking the accuracy and reliability of the flow metering equipment on at least a semi-annual (twice per year) basis and agrees to keep such equipment functional, operational and accurate. The Partnership shall be advised of the results of any tests on the equipment and the methods employed.

The Partnership shall have the right to check the operation and accuracy of all system meters and the cost of these checks shall be borne by the Partnership. System meters are defined as those meters utilized to calculate the flow received from each Member Town. Should a flow discrepancy of more than the accepted industry accuracy standard for that given meter type be detected pursuant to this Partnership check, then the Member Town shall recheck their meter at their costs and take any appropriate action to rectify or correct discrepancy so that accuracies are again within the industry standard. The Partnership shall maintain a listing of the agreed upon industry accuracy standards by meter type.

- 5.1.3 The Partnership operates and maintains a metering and automatic sampling station at the wastewater treatment facility inlet area. The general arrangement, equipment, maintenance and operation of this metering station shall be subject to periodic inspection by the Member Town. Any costs incidental to the operation and maintenance of the metering station, including the wastewater sampling and analysis, shall be borne by the Partnership and be included as a part of the Operating Costs of the Common Partnership System.
- 5.1.4 Determination of the volume of each Member Town's wastewater flows shall be determined directly from the metering conducted at the flow monitoring stations.
- 5.1.5 In the event the metering equipment is temporarily out of order or service for any reason, the volume of wastewater will be estimated by the Partnership on the basis of recent correct readings and past experience using a mutually agreed upon formula or flow period.
- 5.1.6 All flows in this Agreement are and shall be based on actual flows and not 310 CMR 15.00 State Environmental Code Title 5 flows.

Section 6: Sampling of Wastewater Flow

- 6.1 The Partnership shall have the right to sample wastewater flow at any location within a Member Town's Local Wastewater System and shall do so at its (the Partnership's) own costs. A copy of sampling results shall be provided to the appropriate Member Town. Member Towns shall provide full and free access to their collection system sampling locations for Partnership use.

In the event that wastes of unusually high strength (per industry standards) are detected by the Partnership, then the appropriate Member Town shall be responsible for determining the source and/or cause of the high strength waste and shall take appropriate actions to make sure it is in accordance with the Partnership's Industrial Pretreatment Program contained within the Partnership's Sewer Use Regulations.

Section 7: Notice of Flow Changes

- 7.1 Each Member Town agrees to notify the Partnership as far in advance as possible of any anticipated or planned significant (greater than 25,000 gpd) increases or decreases in wastewater flow discharged into the Common Partnership System by that Member Town.
- 7.2 Each Member Town agrees to provide to the Partnership, on a semi-annual (twice per year) basis, a summary of connection permit data for new sewer connection permits issued by the Member Town. Said information shall include an estimate of capacity to that particular new user and these individual estimates shall be compared to actual use from time to time.
- 7.3 Each Member Town hereby agrees to take all appropriate actions necessary to enforce conformance with all Partnership wastewater regulations by all customers within the Member Town's sewer service area. Each Member Town shall be responsible for any fines or penalties issued to the Partnership as a result of that Member Town's failure to act in accordance with this provision.

Section 8: Pretreatment

- 8.1 Each Member Town shall adopt and enforce the Partnership's Pretreatment Regulations (as of the Effective Date) as a minimum standard. Each Industrial User in each Member Town shall provide necessary treatment as required to comply with said Regulations, including the Local Discharge Limitations set forth therein and all applicable National Categorical Pretreatment Standards and General Pretreatment Standards.
- 8.2 Each Member Town reserves the right at any time to pretreat or improve the quality of the wastewater or to otherwise give preliminary treatment to its wastewater prior to discharge to the Common Partnership System.
- 8.3 In accordance with the Partnership's Sewer Use Regulations, the Partnership may require pretreatment of high strength wastes by individual sewer users. Each Member Town recognizes and agrees to the Partnership's authority to require such pretreatment and agrees to work with the Partnership and apply its full authority, as well to enforce such requirements.

Governance Terms and Conditions

Section 9: Wastewater Partnership Commission

- 9.1 Appointment

The powers and duties of the Partnership shall be vested in and exercised by a Wastewater Partnership Commission hereinafter sometimes referred to as the "Commission," whose seven (7) members shall be appointed by the Member Towns in the following manner:

Yarmouth shall have three (3) Commission members appointed by the Board of Selectmen or their designated local authority; Dennis shall have two (2) Commissioner members one appointed by the Board of Selectmen and one appointed by the Town Moderator and Harwich shall have two (2) Commission members appointed by the Board of Selectmen or their designated local authority.

The Commission members shall be appointed from the following categories of appointees for each Member Town: Town Administrator, DPW Director, Wastewater Superintendent (or equivalent), Board of Selectmen, Water and Sewer Commissioner, Finance Committee, and/or qualified Town Resident. Only one member shall be appointed from any one category by the appointing authority of a Member Town.

9.2 Term

The initial appointments of a member of the Commission shall be for Yarmouth terms of three years, two and (in case of Yarmouth) one year; for Dennis terms of three and two years; and for Harwich terms of three and one years. Upon completion, each of those terms shall be followed by a successive three-year term. Terms shall begin on July 1st and end on June 30th of the appropriate year. The initial appointments to the one year terms shall be until June 30th of the Fiscal Year in which the appointment is initially made. The initial two year appointments shall be for the first full Fiscal Year after the Fiscal Year in which the initial appointment is made. The three year appointment shall be for the full two Fiscal Years after the initial appointment is made. Each member shall serve on the Commission until his/her successor is duly appointed and sworn into office by the Town Clerk of the Member Town.

Member Towns shall make appointments to the Commission annually, by June 1st.

9.3 Resignation and Removal

A member of the Commission may resign by filing with the Commission a written notice of resignation with a copy thereof to his/her appointing board, the Board of Selectmen and Town Clerk of the Member Town. A member of the Commission may be removed from that office, with or without cause, by vote at a posted open meeting or executive session as may be required, of the appointing authority, acting in its sole discretion. Such removal shall become effective upon the date of receipt by the Commission of written notice from the Town Clerk of the Member Town of the removal of such person from the Commission.

Appointment of a new Commission member to fill a vacancy shall be for the balance of the unexpired term of the former Commission member who has been removed.

9.4 Vacancy

In the event of a vacancy on the Commission the Member Town with such vacancy shall within forty-five (45) days appoint a member in the manner of the previous appointment to that position, and the substitute member shall serve for the balance of the unexpired term.

Should the appropriate board fail to fill the vacancy within the appropriate time, that vacant member's position shall not negatively impact any Commission actions and the Commission may continue to act provided the necessary quorum is present.

9.5 Organization

Promptly upon the appointment and qualification of the initial members of the Commission and annually thereafter at the first regular fiscal year meeting of the Commission, to be held no later than July 31st, the Commission shall organize and elect a chairman, vice-chairman and secretary from among its membership. At least one officer shall be appointed from each of the Member Towns unless a vacancy occurs prior to expiration of a term of service.

At the same meeting or at any other meeting, the Commission shall appoint the following additional officers: a treasurer, who shall not be a member of said Commission, and may appoint such other officers, including Executive Director, as it deems advisable and describe the powers and duties of any of its officers, fix the time for its regular meetings and provide for the calling of special meetings. Prior to the appointment of a Treasurer or an Executive Director or other administrative staff, the Commission may, pursuant to Section 14 of this Agreement, contract with a Member Town for the provision of administrative services, including the services of a Treasurer and an Executive Director.

The Partnership's treasurer shall receive and take charge of all funds belonging to the Partnership and shall pay any bill of the Partnership which shall have been approved by the Commission. The treasurer may, as authorized by vote of said Commission, be compensated for his/her services. The treasurer of the Partnership shall be subject to Sections 35, 39B, 52, and 109A of Chapter 41 of the Massachusetts General Laws, and Chapter XXX of the Acts of 2019 to the extent applicable.

9.6 Powers and Duties

The Commission shall have all the powers and duties conferred and imposed upon such commissions by law and conferred and imposed upon it by Chapter XXX of the Acts of 2019 and this Agreement, and as may be provided in any other applicable Massachusetts general law or special act hereinafter enacted. The Commission shall have the authority to enact, and to amend from time to time, such regulations as it deems necessary to provide the services and to operate and maintain the facilities covered by this Agreement, which regulations may include management of the sewer collection, pumping, treatment, reuse and recharge facilities, and any directly related facilities in the Member Towns.

As authorized in Section 4 of the Enabling Act, the Commission has all rights and powers to prosecute violations of the regulations within the political bounds of each Member Town.

9.7 Quorum

Non-financial Business Matters – For transaction of non-financial business matters, a quorum shall be a majority (four) of the Commission with at least one representative present from each of the Member Towns.

Financial Business Matters – For transaction of financial business matters, a quorum shall be at least five (5) of the Commission members authorized by the terms of this Agreement to vote thereon with at least one representative present from each of the Member Towns. For purposes of this paragraph, the term “financial business matters” shall be those matters that involve or concern an expenditure, liability, claim, or other thing of value in an amount of \$30,000 or more.

If a member of the Commission from a Member Town does not attend for two consecutive regularly scheduled meetings of the Commission, then the requirement to have a voting member present from each Member Town shall be deemed waived for the next regularly scheduled meeting (i.e. the third consecutive meeting) and for each consecutive meeting that member misses thereafter.

Once a vote to approve a “Financial Business Matter” has been passed, then future votes on that specific item shall only require a majority quorum be present.

Section 10: Amendments to Agreement

10.1 Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or other notes or other evidence of indebtedness of the Partnership then outstanding, or the rights of the Partnership to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the Partnership subject, however, to the provisions of Section 11 of this Agreement and the reapportionment of Capital Costs of the Partnership represented by the bonds or notes of the Partnership then outstanding and of the interest thereon.

10.2 Procedure

Any proposal for Amendment, except a proposal for Amendment providing for the withdrawal of a Member Town (which shall be governed by Section 12) may be initiated by a favorable vote of two-thirds of the members of the Commission, with at least one affirmative vote coming from each Member Town. The Commission shall mail or deliver a notice in writing to the Chairman of the Sewer Commissioners or Board having such authority, and to the Board of Selectmen of each of the Member Towns that a proposal to amend this Agreement has been received by the Commission and shall enclose a copy of such proposal. This notice shall be sent 60 days prior to any vote by the Commission on the proposed amendment after which the Commission may proceed to vote on the proposed Amendment.

The amendment shall be adopted upon the occurrence of all the following approvals in the order stated:

1. An affirmative vote on the amendment by two-thirds of the Commission members;
2. The subsequent ratification of the Commission vote by all of the Member Towns acting by majority vote at an Annual or Special Town Meeting.

The amendment shall be effective 30 days following the date of the last required vote of a Member Town's Town Meeting, to ratify the Commission's action.

10.3 Programmed Reviews

The Commission shall undertake a formal review of this Agreement within five (5) years of the substantial completion date of the initial treatment plant construction and, thereafter, at least once every ten (10) years. A formal review document shall be developed explaining the review process, findings and any recommendations and distributed to each Member Town. Any Amendments to the Agreement in the interim shall reset the review period and specifically state the review date in that amendment.

Section 11: Admission of New Member Town(s)

11.1 Admission Requirements

By an Amendment to this Agreement in accordance with Section 10 above, any other town or towns may be admitted to the Partnership.

Any town requesting to be admitted to the Partnership must first obtain approval from the appropriate board within the Member Town through which the new town would be connecting. The proposed new town may then negotiate with the Commission for the necessary flow allocation adjustments or expansion.

Each new Member Town acting through its Board of Selectmen and Sewer Commission or board having the authority of sewer commissioners will become a signatory to this Agreement as amended following the amendment process as set out in Section 10.2 above and upon ratification of the Agreement as amended by majority vote of the town meeting of the new Member Town.

11.2 Admission Costs

All costs associated with the addition of a new town to the Partnership shall be negotiated between the Commission and the proposed new town. Any costs borne by the Partnership to evaluate or implement the proposal shall be paid for by the proposing town.

For all new treatment capacity requests or transfer of capacities among Member Towns, the buy-in cost shall include a negotiated payment representing recovery of the cost of the Common Partnership System up to that date and any additional expansion costs required to accommodate the flow request.

Section 12: Withdrawal from Partnership

12.1 Limitations

A Member Town may withdraw from the Partnership by an Amendment to this Agreement in the manner provided by this Section. Any Member Town seeking to withdraw shall, by vote at an Annual or Special Town Meeting, request the Commission to prepare an Amendment to this Agreement setting forth the terms by which such Member Town may withdraw from the Partnership, provided that the said Member Town shall be liable to the Partnership as defined in the following paragraphs for its share of the indebtedness of the Partnership outstanding at the time of such withdrawal, for interest thereon, to the same extent and in the same manner as though the Member Town had not withdrawn from the Partnership

12.2 Procedure

A Commissioner of the Member Town seeking to withdraw shall notify the Commission in writing that such Member Town has voted (by the appropriate governing body) to request the Commission to prepare an Amendment to the Agreement (enclosing a certified copy of such vote). Thereupon, the Commission and withdrawing Member Town shall prepare a proposed Amendment to the Agreement setting forth such terms of withdrawal including timeframe, subject to the limitation contained in subsection 12.1. The terms of withdrawal shall insure that the withdrawing Member Town will pay its share of borrowing in anticipation of revenue which may be outstanding at the time of withdrawal and operating costs as described in Section 12.4. The Commission shall mail or deliver a notice in writing to the Chairman of the Sewer Commissioners and to the Board of Selectmen of the Member Town seeking to withdraw that the Commission has prepared a proposed Amendment to the Agreement providing, for the town's withdrawal (enclosing a copy of such Amendment). The Board of Selectmen of the Member Town seeking to withdraw shall include in the Warrant for the next Annual or Special Town Meeting, an Article stating the Amendment or the substance thereof. If approved by the Member Town, the Amendment shall take effect as stipulated.

12.3 Cessation of Terms of Office of Withdrawing Town's Members

Upon the effective date of withdrawal, the terms of office of the members serving on the Commission from the withdrawing Member Town shall terminate and the total membership of the Commission shall be decreased accordingly. If a non-municipal customer purchases the capacity of the Member Town leaving, then the Commission membership will remain at the reduced level. If a new Member Town purchases the capacity of the former Member Town, then the new Member Town will be allowed to appoint an appropriate number of member(s) to the Commission based on flow capacity purchased from the departing or former Member Town.

12.4 Apportionment of Costs After Withdrawal

Any future installment or portion thereof, of any principal and interest on debt obligations outstanding on the effective date of withdrawal of a Member Town, which obligations

were incurred by the Partnership as a local service cost attributable to such withdrawing Member Town, shall continue to be assessed to such withdrawing Member Town until the outstanding debt obligations are satisfied or appropriately transferred to an authorized successor. Due dates of payment shall be as specified in Section 15.

The withdrawing Member Town's maximum annual share of operating costs shall be paid based on the most recent fiscal year's share of operating costs over the subsequent three year period with payments declining by one-third each year unless another town or customer purchases the capacity of the withdrawing Member Town. Due dates of payment shall be as specified in Section 15.

- 12.5 In no event shall withdrawal by any Member Town take place prior to the expiration of fifteen (15) years next following the effective date of this Agreement.

Section 13: Contract Administration

- 13.1 The responsibility for enforcement and administration of this Agreement shall be assigned to the Partnership's Executive Director, subject to oversight by the Commission. All reports, requests, permit issues, questions, etc. shall be addressed to the Executive Director in the first instance.
- 13.2 In the event that a dispute arises regarding the Executive Director's enforcement or interpretation of the terms of this Agreement, the aggrieved party may petition the Commission. The petition shall be submitted through the appropriate Member Town's Board of Sewer Commissioners or board having such authority and shall be addressed to the attention of the Partnership's Executive Director, who shall present it to the Commission at its next regularly scheduled meeting. The Member Town's Board of Sewer Commissioners or equivalent authority and the Commission will attempt to resolve the dispute; however, the final decision rests with the Commission, subject to the provisions in 13.3, below.
- 13.3 If the matter is not resolved to Member Town's satisfaction, the Member Town may then seek to utilize the dispute resolution provisions hereinafter provided:

If any dispute and/or claim ("dispute" or "claim") arises out of the scope, interpretation, operation or alleged or actual breach of this Agreement, the Partnership, acting by and through the Commission, and the Member Town(s) (collectively the "Parties" and separately, a "Party") agree that the dispute will be subject to the following dispute resolution process.

- (a) The Parties to the dispute shall endeavor to resolve the same amicably and directly with each other, by conducting a meeting(s) between or among the designated representatives of the involved Parties. A Party claiming to be aggrieved by a dispute shall first send written notice thereof to the other relevant Party or Parties, detailing the nature or basis of the claim and citing this Dispute Resolution Provision. Upon receipt of such written notice, the Parties shall work cooperatively to schedule a meeting to attempt to amicably resolve the dispute. In any event, the meeting shall be held within twenty (20) business days of the date of delivery of said written notice of the claim (if

the dispute involves multiple Parties, the effective date shall be the date of delivery of notice to the last Party to receive it).

- (b) If, after twenty (20) days from the date of the first meeting held in accordance with subparagraph (a), above, the Parties are unable to resolve the dispute between them, the aggrieved Party shall make written demand upon the other Party or Parties to submit the matter to mediation. The Parties shall begin promptly, but not later than fourteen (14) days after receipt of a written demand to mediate, to engage in selection of a mediator and scheduling of a mediation session. The mediation shall be governed by the mediation rules of the American Arbitration Association then in effect, unless an alternative method of mediation is mutually agreed upon by all Parties in writing. If the Parties cannot agree on the selection of a mediator, either Party may seek appointment of a mediator by the local office of the American Arbitration Association, who shall promptly schedule the matter for mediation.
- (c) If the dispute cannot be resolved through mediation and the dispute involves fines, penalties, permit and connection fees, contractual terms, or damages of \$100,000.00 or less or any question involving the sum of \$100,000.00 or less or if a Party fails to engage in mediation as required herein, the Commission and the aggrieved party shall enter into binding arbitration governed by the rules of the American Arbitration Association and the decision of the arbiter shall be the final and binding, and the sole remedy of the Parties at law or in equity.
- (d) As to all other disputes, the aggrieved party may submit the dispute to a court of competent jurisdiction in the Commonwealth of Massachusetts for resolution or court order.

13.4 This Agreement and all acts performed or required to be performed hereunder shall be interpreted under the laws of the Commonwealth of Massachusetts and jurisdiction shall vest in said Massachusetts' courts.

Section 14: Transition Items

14.1 (Need to revise this section for new facility transition items. Such as hire executive director with XX days of Partnership becoming effective; start design by XX date; start construction by YY date and start Partnership facilities by ZZ date; contract with operator to run Partnership facilities by XX date; develop estimated first year budget by XX days or a date; lease services from Dennis(?) for processing payments etc.

Initial Budget

14.1.1 The Commission shall adopt an initial fiscal year budget for the treatment plant during its initial year of operation, or portion thereof, and shall work to create a five year budget plan according to the timelines stated herein.

14.2 Initial Management and Operation of Partnership Facilities

The Enabling Act authorizes the Partnership to enter into contracts for the operation and management of Partnership facilities. Initially, the Partnership will enter into a

Management and Operations Agreement with the Town of Dennis (?) in substantially the form attached here to as Appendix I.

14.3 Pretreatment and Sewer Use Bylaws

The Partnership shall develop and adopt its own pretreatment and sewer use regulations prior to the treatment plant being placed into operation.

14.4 Schedule for Construction and Start-up of Partnership Facilities

14.4.1 Design. Design of the Partnership treatment plant expansion and effluent recharge facilities would occur in 2020 through 2022.

14.4.2 Construction. Construction of the Partnership treatment plant and effluent recharge facilities would occur in 2022 through 2024 with full operation beginning in the end of year 2024.

14.5 When the Commission engages legal counsel, financial advisors, engineers, accountants, consultants and other advisors, they shall follow appropriate Massachusetts procurement laws as they relate to goods and professional services.

Cost Terms and Conditions

Section 15: Apportionment and Payment of Costs

15.1 Classification of Costs

For the purpose of the Partnership apportioning assessments against Member Towns, costs shall be divided into two categories: Capital Costs and Operating Costs, as defined herein.

15.2 Capital Costs

Capital Costs shall include all expenses in the nature of capital outlay, including but not limited to the cost of acquiring land, the cost of constructing, reconstructing or adding to buildings, the treatment plant, roads, pipe lines and utility lines, the cost of consulting/engineering services, related legal costs, the cost of any equipment necessary for the operation of the Common Partnership System and any other related costs. Capital Costs shall also include payment of principal and interest on short-term borrowing, bonds and notes or other obligations issued by the Partnership to finance Capital Costs adjusted to reflect interest earnings on reinvestment of borrowings. Capital Costs shall include a reserve fund as a percentage ("the reserve fund percentage") of Capital Cost expenditure to be determined as part of the Partnership budget pursuant to Section 16, below. The minimum cash reserve fund shall be as approved by the Commission but shall not exceed 20 percent of the annual budget.

The minimum threshold to be defined as a Capital Cost shall be \$25,000, unless as otherwise established by the Commission.

15.3 Operating Costs

Operating Costs shall include all costs incurred by the Partnership not included in Capital Costs as defined in Section 15.2. Operating Costs shall include a cash reserve determined by multiplying operating cost expenditures by the cash reserve percentage approved by the Commission.

15.3.1 The Partnership shall maintain an adequate and separate cost accounting system which shall be the basis for the determination and allocation of costs for the operation, maintenance and repair of the Common Partnership System. The accounting system shall be available for inspection by Member Towns via their appointed Commission representatives, during normal business hours. Quarterly statements (financial and flow data) shall be sent to Member Towns by the Partnership within 30 days of the end of each quarter.

15.3.2 The Partnership shall maintain detailed cost accounting records for the operation, maintenance, repair and/or replacement of each of the following facilities or group of facilities:

- a) Conveyance Facilities: The term "Common Partnership System" (also known as conveyance facilities) shall mean the interceptor sewers and any other sewers and pumping stations and force mains utilized to convey Member Towns' wastewater through the Common Partnership System to the Partnership's wastewater treatment facility. The costs of operating and maintaining the Common Partnership System shall be apportioned on the basis of the actual total quarterly flows through the Common Partnership System conveyance facilities from each Member Town.
- b) Wastewater Treatment Facility: The cost of operating the Partnership's wastewater treatment facility (including the liquid sludge hauling, and sludge and grit landfill) and land/ groundwater recharge facilities shall be apportioned as described in Section 15.3.6 and Section 15.3.7.

15.3.3 In the event that financial assistance from state and/or federal agencies not otherwise provided for herein becomes available toward the annual operating costs of the Common Partnership System, then such assistance shall be used to reduce the appropriate operation, maintenance and repair costs of the Partnership.

15.3.4 User Charges shall be due quarterly on July 31, October 15, January 15 and April 15, each year.

The Partnership shall submit to each Member Town its estimated Operating Costs of the Common Partnership System for the next fiscal year, in writing, by December 1st of each year so that the Member Towns may budget accordingly. The final assessment of each respective Member Town's User Charges, as approved by the Commission, shall be delivered to each Member Town on or about January 30th.

Each Member Town's User Charge for any quarter shall be estimated from the Partnership's flow records of the previous quarter and from the Partnership's budget for that quarter.

In July of each year, the Partnership shall determine the actual Operating Costs of the Common Partnership System for the previous fiscal year (based on a 12-month rolling average wastewater flow calculated on a monthly basis). In the event that the total amount of the quarterly payments exceeds the annual Operating Costs due from a Member Town, any excess shall be credited to the subsequent quarterly bill.

In the event that the total amount of quarterly payments for User Charges from a Member Town is less than the actual annual Operating Cost, the difference shall be payable within sixty (60) days of the due date. If payment is not received within that period, then the amount due shall be the carrying costs based on an interest rate of up to 12 percent annually on the past due amount or the actual cost, if greater.

- 15.3.5 Operating Costs for the Common Partnership System shall also include the cost of operating and maintaining the flow measuring equipment, the wastewater sampling equipment, the analysis of wastewater samples and the collecting of flow meter readings from the main monitoring station at the treatment facility site. These shall be considered semi-fixed costs.
- 15.3.6 Operating Costs for the use of the Common Partnership System shall be divided between semi-fixed costs and flow variable costs. Each Member Town's User Charge shall include its share of semi-fixed costs based on total flow allocation available and online at that time and its share of flow variable costs based on actual use by the Member Town.
- 15.3.7 For the purpose of this Agreement, the various elements or components of the Operating Costs shall be defined and categorized as "semi-fixed" or "flow variable" as follows:
- a) Semi-fixed costs
 - 1) The overall administrative expenses to operate the Common Partnership System and include office supplies, rental of office equipment, postage, any statutory assessments, employee computer expenses, insurance, consultant/ engineering/ legal expenses and retirement insurance.
 - 2) The overall administrative and operational salaries, including overtime to operate the Common Partnership System.
 - 3) Common Partnership System conveyance facilities salaries and expenses.
 - 4) Treatment facility overhead expenses such as telephone, building heat and water, laboratory supplies and uniforms.

- 5) Treatment facility overhead expenses for equipment maintenance costs, including gas and oil for vehicles.
 - 6) Staff training and development salaries and expenses for Partnership personnel.
 - 7) Common Partnership System conveyance facilities Infiltration and Inflow (I/I) maintenance salaries and expenses.
 - 8) Capital Costs
- b) Flow variable costs
 - 1) Liquid sludge hauling and disposal expenses
 - 2) Electricity and chemical expenses of the Common Partnership System.
 - c) A sample table depicting semi-fixed and flow variable costs is included in **Appendix A.**
- 15.3.8 Any Operating Costs that have not been considered under this Article that may arise in the future will be designated as semi-fixed or flow variable by the Commission. Each Member Town shall be notified in writing ninety (90) days prior to being charged for such costs not previously considered under this Article.
- 15.3.9 In the event that a Member Town's total wastewater annual flow entering the Common Partnership System within any quarter exceeds ninety percent (90%) of the Member Town's total wastewater annual flow allocation (defined as a 12-month rolling average calculated on a monthly basis) assigned to it under this Agreement, then that Member Town's wastewater authority and the Commission shall enter into negotiations to either (i) allocate more capacity from another Member Town per Section 11 of this Agreement; (ii) define measures to reduce the quarterly flow increase to keep the existing flow total of the Member Town within its allocation; (iii) plan for expansion of appropriate facilities to be paid for by that Member Town; or (iv) take any other appropriate action as required to enforce flow capacity allocations.
- 15.3.10 In the event a Member Town's total wastewater annual flow allocation is exceeded in any month within a three month billing quarter, then that Member Town shall meet with the Commission to review progress relative to a plan developed in accordance with Section 15.3.9, above. If the Member Town's total wastewater annual flow capacity exceeds the 12-month rolling average annual flow allocation (not the average monthly flow) for any month within a quarter, then the Member Town shall pay its semi-fixed cost at the actual percentage flow of that Member Town's allocation plus an additional five (5) percent of that cost as a penalty, with the other Member Town(s) receiving proportional payment credits based on their respective capacity owned. This penalty payment shall occur each quarter until the 12-month rolling average annual flow of the violating Member Town is below its flow capacity for all three months in a quarter. In addition, if

there is a resultant permit violation and fine, attributed to the increased flow, then the responsible Member Town shall pay the entire fine and any other related costs (legal, engineering, etc.).

Refer to **Appendix A, Exhibit 7** for an example calculation of the Flow Payment Penalty Scenario.

15.4 Apportionment of Capital Costs

In the event the Partnership must undertake an expansion, major repairs, replacement, or add to the Common Partnership System, or is directed or ordered to provide a higher degree of treatment in the future, or any other related expense, then the net capital cost related thereto shall be apportioned between the Member Towns on the basis of expanded Total Flow Allocation, unless said further or additional treatment is caused by wastewater of a special character, in which case the added cost shall be borne by the Member Town in which the wastewater originates. A reasonable payment schedule shall be established by the Partnership prior to the completion of said replacement, repairs or additional facilities.

Each Member Town is allocated and hereby owns a specific wastewater capacity in the Partnership's treatment facilities. Average daily flow in million gallons per day (mgd) is utilized as the unit measure for capacity owned.

Capital Costs shall be apportioned among the Member Towns and charged annually in the following manner:

15.4.1 Initial Phase Flow Capacity Allocation

<i>Member Town</i>	<i>Total Flow Allocation</i>	<i>Percent Owned</i>
Dennis	1.2 mgd	30 %
Harwich	0.60 mgd	15 %
Yarmouth	2.20 mgd	55 %
Total	4.00 mgd	100 %

15.4.2 Buildout Flow Capacity Allocation

<i>Member Town</i>	<i>Total Flow Allocation</i>	<i>Percent Owned</i>
Dennis	1.96 mgd	30 %
Harwich	0.98 mgd	15 %
Yarmouth	3.54 mgd	55 %
Total	6.48 mgd	100 %

15.4.3 Example Interim Expansion Flow Capacity Allocation

<i>Member Town</i>	<i>Total Flow Allocation</i>	<i>Interim Expansion</i>	<i>Total New Capacity</i>
Dennis (mgd/%)	1.2 /30	0.25 / 17	1.45 / 26.5
Harwich (mgd/%)	0.6 /15	0.25 / 17	0.85 / 15.5
Yarmouth (mgd/%)	2.2 /55	1.00 / 66	3.2 / 58
Total	4.00 /100	1.50 / 100	5.50 / 100

The Initial phase flow shown in Section 15.4.1 is for description purposes only and reflects an approximation of the first four phases of flow from the Member Towns. The actual flow capacity that each Member Town requests will ultimately decide the size of the initial treatment facility to be constructed and the percentage each community would pay.

In the above example shown in Section 15.4.3, once the Commission approved moving forward with facilities expansion to accommodate increased wastewater flow the Member Towns would pay for capital costs of the expansion based on the ownership of the expansion (shown in the Interim Expansion column). Once construction of the facilities reached substantial completion then the capital costs would be recalculated to reflect overall ownership in the facilities and capital costs for future charges would be based on the new aggregate percent ownership for each Member Town (shown in the Total New Capacity column).

15.5 Apportionment of Operating Costs

Operating Costs after the Effective Date and for every fiscal year thereafter shall be apportioned by the Partnership to each Member Town in the following manner:

15.5.1 Semi-fixed operating costs: Semi-fixed Operating Costs will be apportioned annually to the Member Town in the same ratio based on capacity owned, as provided for Capital Costs.

15.5.2 Flow-variable operating costs: Upon the commencement of operations of any Partnership facility, flow based Operating Costs for the Common Partnership System will be assessed to the Member Towns based upon the average daily flow as measured at the Partnership flow meters and adjusted by the same ratio for Capital Costs for Infiltration/Inflow (I/I) in Common Partnership System, and for any metered recycle flows at the treatment facility.

15.6 Times of Payment of Apportioned Costs

Each Member Town shall pay to the Partnership in each fiscal year its proportionate share of the Capital Costs and Operating Costs. The annual share of each Member Town shall

be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

July 30 th	25%
October 15 st	50%
January 15 st	75%
April 15 st	100%

Bills to Member Towns shall be issued by the Partnership no less than 30 days prior to the due date.

Section 16: Partnership Budget

16.1 Fiscal Year

The fiscal year of the Partnership shall commence July 1 and end on June 30. The annual budget shall be based on this fiscal year,

16.2 Draft Operating and Maintenance Partnership Budget

The Commission shall annually prepare a draft budget for the ensuing fiscal year, attaching thereto provisions for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the Partnership and any other Capital Costs to be apportioned to the Member Towns. The Commission shall mail (or email if requested) a copy thereof to the Chairman of the Sewer Commission or Board having such authority and to the Board of Selectmen of each Member Town, on or before November 1st, and in such detail as the Commission may deem advisable.

16.3 Final Operating and Maintenance Partnership Budget

The Commission shall adopt an annual operating and maintenance budget, including debt and interest charges and any other current Capital Costs and cash reserve as separate items, on or before January 15th for the ensuing fiscal year. The Commission shall assess the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section 15 of this Agreement. The amount so assessed to each Member Town shall, prior to February 1st of each year preceding the fiscal year to which said budget relates, be certified by the Partnership treasurer to the treasurer of each Member Town. The Member Towns shall, at the next annual town meeting (if required), seek an appropriation of the amounts so certified.

Refer to Appendix A for an example Fiscal Year Partnership Budget

16.4 Projected Five Year Budget

The Commission shall prepare a five year budget projection by Member Town once the draft operation and maintenance budget has been prepared. This budget shall include each of the line items shown in the budget as well as any other known items projected to be incurred during that planning period. The Commission shall mail (or email if requested) a copy thereof to the Chairman of the Sewer Commission or Board having such authority, and to the Board of Selectmen of each Member Town, on or before November 1st, so that each Member Town may utilize this information for budgeting and rate setting purposes. A final five year budget projection shall be adopted once the final operation and maintenance budget is approved and then a copy mailed (or emailed if requested) to the Chairman of the Sewer Commission or Board having such authority, and to the Board of Selectmen of each Member Town.

16.5 Budget Process

1. The Commission budget process shall be initiated on or about November 1st and shall provide an opportunity for the Sewer Commission or Board having such authority, the Board of Selectmen and the Finance Committee of each Member Town to have input into its preparation. The draft budget available at that time shall be approved by majority vote of the Commissioners.

2. Upon request by the Sewer Commission or Board having such authority, the Board of Selectmen or the Finance Committee of a Member Town, the Commission shall arrange to meet with said Boards/Committees to present and discuss the proposed draft budget at a joint meeting in that community. Meetings shall be noticed locally and on the Commission website.

3. In December or early January, the Commission shall conduct a joint three-town Board of Selectmen meeting to present the proposed annual draft budget and capital plan. This shall be a publicly noticed meeting pursuant to the requirements of section 20 of chapter 30A of Massachusetts General Law. A quorum for this meeting shall be at least two Selectmen from each town and at least a total of eight Selectmen from the three towns. The annual budget shall be deemed approved if a majority of the Selectmen present and voting so vote. If the Selectmen vote to reject the proposed budget, they shall state their specific reasons for doing so and the Commission shall be required to respond to those reasons and put forth a revised budget or respond accordingly to the reasons. A revised vote can take place at this meeting or another meeting can be conducted by the member towns in the same manner as provided herein.

If no joint three-town Board of Selectmen meeting is held between November 1st and January 15th, then the proposed budget by the Commission shall be considered approved.

4. The Commission shall adopt by a two-thirds (2/3) vote a final operation and maintenance budget for the upcoming fiscal year once the positive vote from the joint three-town selectmen has been attained on or about January 15th.

16.6 Budget Schedule

Schedule	Submittal
November 1	Commission sends draft budget for ensuing fiscal year to member towns
November 1	Commission sends draft five-year budget plan to each member town
November/ December	Commission has budget discussions with member towns
December	Commission and member towns conduct a joint three-town Board of Selectmen meeting to approve Partnership annual budget.
January 15	Commission adopts final fiscal year budget and five-year budget plan
February 1	Commission treasurer certifies budget to treasurer of each member town
Annual Town Meetings	Member towns (if required) raise and appropriate certified budget for each member town share.

Section 17: Incurring of Debt

Within seven (7) days after the date on which the Commission authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from Member Towns, the Commission shall cause written notice of the date of said authorization, the sum authorized and the general purpose or purposes for authorizing such debt, to be given to the Chairman of the Sewer Commission and to the Board of Selectmen of each Member Town. The notice shall be deemed to have been duly given to a Board of Selectmen of a Member Town if delivered to said Board or, if mailed, by registered or certified mail within the time specified, postage prepaid and addressed to the Board at the Selectmen's office.

Section 18: Treatment Plant Decommissioning – Cost Impacts

Should the DHY Clean Waters Community Partnership decide to disband in the future the following decommissioning process shall occur:

1. Conduct an appraisal of all of the Commission facilities;
2. Identify regulatory processes and transitional costs; and
3. Identify costs to restore sites to as close to original condition as feasible.

If the facilities have a market value, the assets (excluding leased property) shall be sold by the Commission and the net proceeds shall be distributed to the member towns based on percent ownership.

If the facilities are deemed to have no market value, then the net cost to restore the sites to as close to original condition as feasible shall be borne by each member community based on percent ownership.

Each member town shall be required to pay any of their remaining capital or operation and maintenance costs until paid in full.

[Signature pages follow]

IN WITNESS WHEREOF, THIS Agreement has been executed by the Board of Selectmen acting as Sewer Commissioners for the Town of Dennis, Massachusetts as of the _____ day of _____, 2020.

BOARD OF SELECTMEN

for the Town of Dennis

By _____

IN WITNESS WHEREOF, THIS Agreement has been executed by the Board of Selectmen acting as Sewer Commissioners of the Town of Harwich, Massachusetts as of the _____ day of _____, 2020.

BOARD OF SELECTMEN

for the Town of Harwich

By

IN WITNESS WHEREOF, THIS Agreement has been executed by the Board of Selectmen acting as Sewer Commissioners of the Town of Yarmouth, Massachusetts as of the _____ day of _____, 2020.

BOARD OF SELECTMEN

for the Town of Yarmouth

By _____



Memorandum

To: Town of Harwich (Town Administrator and Board of Selectmen)

*From: David F. Young, PE
Kara M. Johnston, PE*

Date: October 24, 2019

Subject: Town of Harwich Wastewater Program

The purpose of this memorandum is to present a detailed discussion regarding the basis of the costs estimates, flow projections, and design elements for the Town of Harwich.

While there are many advantages for communities to work together to address their wastewater programs, cost is one of the major factors. Instead of the three communities of Dennis, Harwich and Yarmouth (DHY) building and operating their own treatment facility and effluent recharge sites the goal is to evaluate building one treatment facility and taking advantage of economy of scale savings. This savings will be realized in the construction costs and long-term in the annual operating costs.

1.0 Cost Estimate Basis

The current alternatives being analyzed include:

- The Harwich Only option, and
- The DHY Clean Waters Community Partnership (DHY Partnership) option.

Cost estimates have been developed and presented for each of these alternatives. The same approach was used for the development of both estimates. Each cost estimate is comprised of the following components:

- Collection System,
- Conveyance System,
- Wastewater Treatment Facility (WWTF),
- Effluent Recharge, and
- Non-Traditional Technologies.

The basis of the capital and operations and maintenance (O&M) cost estimates for each of these five components are detailed in this section. All capital costs are projected to Year 2022 with an estimated Engineering News Record (ENR) Construction Cost Index of 12,400. The ENR Index is an industry standard index from tracking costs over time. For costs that were developed from

the 208 Plan Comparison of Costs for Wastewater Management Systems Applicable to Cape Cod by the Cape Cod Commission issued in 2014 (208 Plan Cost Document). Costs were projected from the publication year of 2014 to 2018 with an estimated ENR of 11,068. They were then projected to 2022 assuming a 3% inflation cost increase per year. Additionally, all capital costs include 25% for construction contingency and 15% for engineering, permitting, and planning.

In general, O&M costs were obtained from the 208 Plan Cost Document and have been escalated to 2022 costs using the same method as for capital costs. The O&M estimated for collection and conveyance sewers is on a per linear foot basis, for pumping stations is on a per station basis, and for wastewater treatment and effluent recharge is on a per gallon per day (gpd) of flow basis.

In February 2019, the costs presented in Harwich's Comprehensive Wastewater Management Plan (CWMP) for Phases 1 through 8 were reviewed and updated to the mid-point of construction of Phase 3, 2022. The Comprehensive Wastewater Management Plan – In-Town Harwich Scenario Cost Update Memo dated February 2019 from CDM Smith discusses how the cost update was performed.

1.1 Collection System

The proposed collection system for Harwich is comprised of two different types of collection sewers; gravity and pressure, to create a hybrid system. This system component is not part of the DHY Partnership and remains totally under Harwich control. The capital and O&M costs for both of these sewer types are estimated on a per linear foot basis. Factors such as pipe size and location (local road versus state road) affect the capital cost of the sewers. All collection system capital costs include an additional 10% to reflect recent industry cost increases.

The capital cost for gravity piping includes pipe, manholes, wye connections for each parcel, 6-inch service connections extending an average of 20 feet for each lot (from the street to the property line), paving, police details, and some allowances for drainage and mobilization. Paving is assumed to include a trench patch on all currently paved roads.

The capital cost for pressure sewers includes the cost for valves, grinder pumps, lateral piping, piping in the street and paving. Paving costs assume a 6-foot wide trench for all pressure main. The cost estimate for pressure sewers was based on a quote obtained from the vendor Environment One Corporation (E/One). The estimate was then escalated to 2022 costs using a 3% increase per year.

The layout of the collection system and the number of parcels connected remains the same for both alternatives that are being analyzed. The differences between the alternatives are in the conveyance system, wastewater treatment facility, and effluent recharge sites which are discussed in the next sections.

1.2 Conveyance System

The proposed conveyance systems are comprised of a series of force mains and pumping stations for each alternative. Similar to collection sewers, capital and O&M costs for force mains are estimated on a per linear foot basis. Pipe size as well as location (local or state road) affect

the capital cost for the force main. Like the collection system, all force main and pumping station capital costs for the conveyance system include an additional 10% to reflect recent costs.

Capital costs for pumping stations are developed based on the amount of flow that is conveyed to the station from the collection system via force main. The capital costs for all pumping stations in Harwich were reviewed and updated based on recent bids. O&M costs for pumping stations are estimated on a per station basis and were developed from the 208 Plan Cost Document. Costs include regular maintenance by staff and 10-year cycle servicing/inspections. Daily pumping station inspections as well as annual force main flushing are also included.

The force main routes (length of pipe) and pumping station siting/sizing differ for the two alternatives, therefore, the cost estimates for this component of the wastewater management plans vary.

1.3 Wastewater Treatment Facility

The capital and O&M costs of the wastewater treatment facility have been calculated for the Harwich WWTF as well as the DHY WWTF. Capital and O&M estimates for both wastewater facilities were developed using the 208 Plan Cost Document cost curve method. The cost curve uses the summer average flows to develop capital as well as O&M estimates. The O&M costs include labor, electricity and chemicals, laboratory analysis, repairs and equipment replacement, administrative costs including insurance, and sludge (solids) disposal. The O&M cost estimate for the DHY WWTF developed from the 208 Plan Cost Document cost curve was also compared to the budget of the Mansfield-Foxboro-Norton Regional Wastewater Treatment Facility.

In both alternatives a portion of the Town's flow is conveyed to the Chatham Water Pollution Control Facility (WPCF) for treatment and effluent recharge. The capital and O&M costs for Harwich to send a portion of their wastewater flow to the Chatham WPCF were developed based on the Regional Connection to Chatham Memorandum dated February 13, 2013 from J. Jefferson Gregg, P.E. of GHD. IN 2018 Harwich negotiated with Chatham and signed a contract to purchase treatment capacity at the Chatham WPCF for \$6.8 Million. This actual cost was less than the estimated cost in the Comprehensive Wastewater Management Plan (CWMP) and is the amount carried in the cost estimates included in this memo.

Since the amount of flow at the Harwich WWTF and the DHY WWTF is not the same, the cost estimate for the WWTF differs for the two alternatives. In the DHY Community Partnership option, the WWTF is a shared cost, so Harwich is only responsible for a portion of the capital and O&M costs. The percent share of these costs are discussed in Section 4.

1.4 Effluent Recharge

The capital and O&M costs for effluent recharge were developed using the costs for infiltration basins from the 208 Plan Cost Document as they appeared to be the most viable effluent recharge technology through the analysis performed. The capital and O&M cost estimates are developed based on the average daily effluent flow from the WWTF. For effluent recharge sites that require additional nitrogen removal to meet watershed nitrogen goals or Total Maximum Daily Loads (TMDLs), the cost for a permeable reactive barrier (PRB) downstream of the site is

also included in the estimate. The capital cost for a PRB is developed based on a per linear foot basis and the O&M cost for a PRB is estimated on a per each basis. Both capital and O&M costs for a PRB were developed from the 208 Plan Cost Document.

Since the effluent recharge sites are based on the treated effluent from the WWTF, the cost estimate for effluent recharge differs for the two alternatives. In the DHY Community Partnership option, the effluent recharge is a shared cost so Harwich is only responsible for a portion of the capital and O&M cost based on flow percentage. The percent share of these costs is discussed in Section 4.

1.5 Non-Traditional Technologies

The non-traditional technologies included in Harwich's wastewater management plan include a variety of natural nitrogen attenuation and pond projects. Projects include the Muddy Creek increased flushing project, the Cold Brook Project, the Hinkley Pond Remediation Improvements Project, the Seymour Pond Restoration Project, Bucks Pond Restoration Project, and the John Joseph Pond Restoration Project. The Muddy Creek and Cold Brook projects were included in Phases 1 and 2. An allowance of \$2 Million is included in the cost estimates for the implementation of the Cold Brook project.

The non-traditional technologies included in Harwich's wastewater management plan are the same whether the DHY Partnership option is selected or not. Therefore, there are no differences in the capital and O&M cost estimates for this component between the two alternatives.

2.0 Flow Projections

The existing water usage data used to develop Harwich's wastewater management plan comes from the Massachusetts Estuaries Project (MEP) data for the Allen Harbor, Wychmere Harbor, Saquatucket Harbor, Pleasant Bay, and Herring River watersheds and from the Town water use records for parcels outside of these five watersheds. There was also input from the Town of Harwich Planning Department. Wastewater flows can be estimated on a per-parcel basis or by using a percentage of water usage. For a seasonal community such as Harwich, per-parcel estimates are not apt to be accurate and can be misleading. Therefore, estimating wastewater generation based on water usage is the best approach.

A typical factor used for wastewater generation is to assume 90 percent of water usage becomes wastewater which is what was used in calculating Harwich's wastewater flow. This accounts for consumptive uses and outdoor uses such as lawn watering, where the water does not end up becoming wastewater.

Buildout wastewater flows were calculated based on the town's planning data, zoning and land use classifications. A more detailed town-wide buildout analysis was then conducted by the Town Planning Department based on anticipated growth of specific areas that was not accounted for in the MEP reports.

Infiltration and inflow (I/I) is also accounted for in the flow projections. I/I occurs in gravity sewers due to groundwater entering the sewer through pipe joints, connections, defective pipes, and manholes as well as through illegal connections such as roof leaders, sump pumps, and yard

drains connected to the sewer. Since the gravity system will be new, I/I flow should not be large and was estimated using an industry standard of 250 gallons per day per inch-diameter-mile of gravity sewer.

To account for fluctuation in population in Harwich between seasons, peaking factors were developed. The ratio of summer (June, July, and August) to annual average daily flow in Harwich was determined to be 1.91 from monthly well pumping records. In addition, peaking factors were calculated using standard industry curves for determining the ratio between average daily flow and peak hour wastewater flow. These factors were applied to the buildout wastewater flow to determine sizing of pumping stations and pipes.

3.0 Design Elements

3.1 Sewer Types

The recommended sewer system technology in Harwich is a hybrid system comprised of gravity sewers as the predominant technology supplemented with pumping stations and low-pressure sewers in areas where appropriate. Typically, if an area with low pressure sewers exceeds more than 20 – 25 homes, a gravity system with a small pumping station will be utilized. In small neighborhoods, with fewer than 20 homes, or at the end of the streets where topography drops down low pressure sewers will be utilized.

3.1.1 Gravity

Conventional gravity sewers are the most common and simple form of wastewater collection. They typically start with a minimum pipe diameter of 8-inches and increase proportionally downstream as flow is collected. This was the preferred sewer system type based on Harwich community feedback. Gravity connections from the house to the main sewer pipe in the road are typically 6-inches. Gravity main sewers and connections are generally PVC or pre-cast concrete pipe. Some of the advantages to using conventional gravity sewers are:

- They typically require the least amount of energy to operate and work during power outages;
- They require the least amount of system maintenance; and,
- They can handle greater flow fluctuations (seasonal and infilling).

3.1.2 Pressure

Pressure sewers require each home or small cluster of homes to have a grinder pump which moves wastewater into a low-pressure force main located in the road. Wastewater from the home flows by gravity into the pump chamber where the pump starts once the flow volume reaches a specific capacity and the wastewater is conveyed out into a smaller diameter pipeline network installed at a 5 to 6 foot depth. Some of the advantages to using pressure sewers are:

- The pipeline systems are cheaper to install due to smaller diameter pipes at shallower depths;
- The system is water tight preventing infiltration/inflow (I/I) from occurring; and,

- Areas with changing topography or with minimal slopes can be more readily serviced.

3.1.3 Force Main

Force main sewers are typically ductile iron or high-density polyethylene (HDPE) pressurized sewers that convey wastewater from a pumping station at a low point of elevation to a nearby gravity sewer main.

3.2 Pumping Stations

The smaller pumping stations in the hybrid system, which will pump less than approximately 4.0 mgd at peak hour flow to the wastewater treatment facility at buildout, will be submersible-type stations with on-site standby power. The stations would be predominantly precast concrete underground stations, with the standby power and instrumentation and control panels above ground in pedestal cabinets. For instances where the pumping station is highly visible, the standby power and instrumentation and control panels will be housed in a small prefabricated building.

The larger stations, which will pump more than approximately 4.0 mgd at peak hour flow to the wastewater treatment facility at buildout, will likely be cast-in-place wet pit/dry pit stations with a superstructure to house electrical equipment and controls and standby generator. In all cases, the location of the electrical controls and generator will be at an elevation above the 100-year floodplain.

Proposed pumping station locations are only approximate and represent idealized locations, based on topography. As Harwich moves forward with the selected collection and conveyance system, final pumping station sites will need to be reviewed and specific sites selected.

Suction lift stations will be evaluated and piloted in Harwich per directive of the Board of Selectmen.

3.3 Wastewater Treatment Facility

The DHY WWTF to be shared between Dennis, Harwich, and Yarmouth is to be located directly adjacent to the town's current DPW Facilities at 120 Theophilus Smith Road. This location is centrally located within Dennis making it easily accessible from all areas of the town as well as the other two communities for the DHY Partnership option. The Harwich WWTF is located adjacent to the former town landfill and the current town Highways and Maintenance Department on Queen Anne Road. This area is also centrally located within the portion of Harwich that is being sewerred and not conveying the wastewater to the Chatham WWTF.

As discussed in the Comprehensive Wastewater Management Plan (CWMP), the recommended treatment system technology for the WWTF in both alternatives is a Sequencing Batch Reactor (SBR) biological treatment process. The key reasons for constructing the SBR process initially are to minimize capital costs, provide the best operational flexibility based on the anticipated seasonal flow variations, and allow for maximum flexibility in expanding the capacity of the treatment plant as the flow increases in phases.

Based on the results of the MEP reports for the watersheds in Dennis, Harwich, and Yarmouth, the WWTF requirements for nitrogen removal in both alternatives will be an annual average

nitrogen discharge concentration of 3 mg/L at ultimate buildout flow of the proposed collection system.

As the 3 mg/L concentration for discharge is based on the removal limits of technology, it is assumed for estimating purposes that an SBR treatment facility will include additional denitrification. Supplemental carbon addition and denitrification filters have been included to achieve this very stringent effluent nitrogen concentration.

The projected flows from each of the three towns were used with typical influent wastewater concentrations to establish influent loads. The influent loads to the facility were used to determine the required SBR reactor volume, and footprint, of the process tankage. The conceptual WWTF layout includes footprint for additional process areas including a headworks and chemical storage room, pipe gallery, ultraviolet (UV) disinfection room, and waste activated sludge storage tanks. There are also laboratory and administrative areas included in the conceptual layout.

4.0 Cost Summary

To highlight where the cost savings lie in the DHY Partnership option, this section presents the capital costs, O&M costs, and equivalent annual costs (EAC) for the two alternatives broken down by the individual components of the wastewater management plans.

EACs are generated assuming a 30-year loan will be obtained at a 2% interest rate. There is the potential to receive a 0% interest rate loan through the Massachusetts State Revolving Fund (SRF) since the project addresses nutrient pollution, however to be conservative EAC costs are estimated using the 2% interest rate.

4.1 Percent Share of Costs Based on Flow

Per the Draft Agreement which provides the operating parameters for the DHY Clean Waters Community Partnership (available at dhycleanwaters.org), each Member Town is allocated and thus owns a specific wastewater capacity in the partnership's treatment facilities. Flows are taken from each community's CWMP. Average daily flow in million gallons per day (mgd) is utilized as the unit of measure for the capacity owned. Capital costs shall be apportioned among the Member Towns based on percent ownership which is calculated from the total flow capacity each Member Town requests.

O&M costs for the use of the DHY Partnership System shall be divided between semi-fixed costs and flow variable costs. Each Member Town's user charge shall include its share of semi-fixed costs based on total flow capacity owned and online at that time and its share of flow variable costs based on actual flow use by the Member Town.

The DHY Partnership System components that would be shared amongst the three Member Towns for the DHY Community Partnership option include potential conveyance to the DHY WWTF, the DHY WWTF, conveyance to the effluent recharge sites, and recharge of the effluent at these sites.

4.2 Phases 1 and 2 Cost Summary

All the capital cost, O&M cost, and EAC associated with Phases 1 and 2 are presented in **Table 1** for the Harwich only option (Town) and the DHY Partnership option (Regional). This includes allocations in Phase 2 of \$9 Million for Contract 3 design and construction as well as \$2 Million for design, construction, and implementation of the Cold Brook Project. The wastewater treatment facility and effluent recharge sites are not implemented until Phase 3, therefore Phases 1 and 2 are not affected by whether Harwich selects the town only option or the regional DHY plan option. Sewering in Phase 2 includes sewerage in the Pleasant Bay Watershed, with wastewater conveyed to the Chatham WWTF for treatment and recharge.

Table 1. Phase 1 & 2 Cost Summary

Phases 1 & 2	Capital Costs		O&M Costs		Equivalent Annual Costs	
	Town	Regional	Town	Regional	Town	Regional
Collection System	\$35.64 M	\$35.64 M	\$0.55 M	\$0.55 M	\$2.14 M	\$2.14 M
Shared Conveyance to WWTF	\$0	\$0	\$0	\$0	\$0	\$0
WWTF	\$6.77 M	\$6.77 M	\$0.26 M	\$0.26 M	\$0.56 M	\$0.56 M
Effluent Recharge with PRB	\$0.45 M	\$0.45 M	\$0.01 M	\$0.01 M	\$0.03 M	\$0.03 M
Non-Traditional Technologies	\$3.00 M	\$3.00 M	\$0.10 M	\$0.10 M	\$0.24 M	\$0.24 M
Total	\$45.86 M	\$45.86 M	\$0.92 M	\$0.92 M	\$2.97 M	\$2.97 M

4.3 Remaining Phases Cost Summary

The capital cost, O&M cost, and EAC are presented in **Table 2** for the remaining Phases of the Harwich only and the DHY Partnership options (Phases 3 through 8). This table shows that there are significant cost savings for wastewater treatment under the regional plan which translates to a total EAC savings of \$1.52 Million through the formation of a DHY Partnership.

Table 2. Remaining Cost Summary

Remaining	Capital Costs		O&M Costs		Equivalent Annual Costs		Annual Savings
	Town	Regional	Town	Regional	Town	Regional	
Collection System	\$200.97 M	\$212.51 M	\$2.97 M	\$2.99 M	\$11.94 M	\$12.48 M	-\$0.54 M
Shared Conveyance to WWTF	\$0	\$2.22 M	\$0	\$0.06 M	\$0	\$0.16 M	-\$0.16 M
WWTF	\$61.60 M	\$21.23 M	\$1.98 M	\$1.38 M	\$4.73 M	\$2.33 M	\$2.4 M
Effluent Recharge with PRB	\$6.18 M	\$9.07 M	\$0.08 M	\$0.11 M	\$0.36 M	\$0.51 M	-\$0.16 M
Non-Traditional Technologies	\$1.06 M	\$1.06 M	\$0.10 M	\$0.10 M	\$0.15 M	\$0.15 M	\$0 M
Total	\$269.81 M	\$246.09 M	\$5.13 M	\$4.64 M	\$17.18 M	\$15.63 M	\$1.54 M

4.4 Capital Spending Plan Comparison

As discussed above, the costs for the Harwich only and the DHY Partnership options differ throughout the Town's eight phase program. Because of this, the annual funding requests differ between the two options. The location of the WWTF changes from Harwich to Dennis under the DHY option, so the Town of Harwich developed a draft phasing plan under the DHY option. This draft phasing plan follows similar annual funding requests that were projected in the Town's CWMP phasing plan. The Town will be further discussing the draft DHY phasing plan in upcoming public meetings to seek input on the draft plan. **Figure 1** compares the annual funding requests for the two options, Harwich Only and the DHY Partnership. In both options, the funds for each phase would be requested in two parts to cover design and then construction.

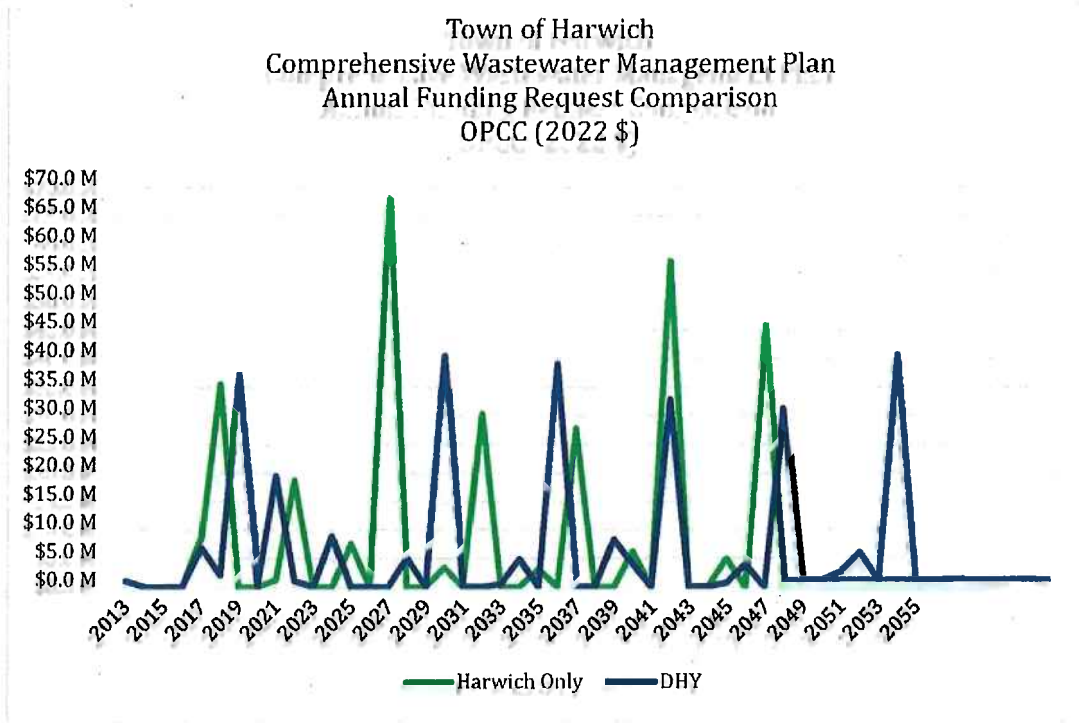


Figure 1 – Annual Funding Request Comparison

Figure 2 compares the cumulative funding requests for the two options, Harwich only and the DHY Partnership. Consistent with Table 2, this graph shows that overall the DHY Partnership option costs less than the Harwich only option, and shows that the annual funding requests are similar in amount and timeline.

Town of Harwich
Comprehensive Wastewater Management Plan
Annual Cumulative Funding Requests Comparison
OPCC (2022 \$)

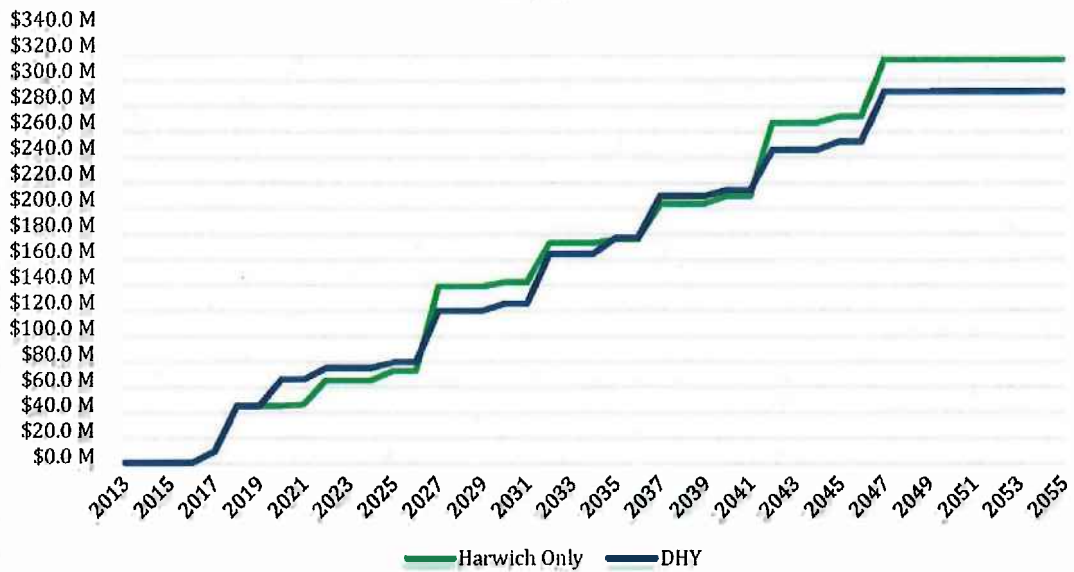
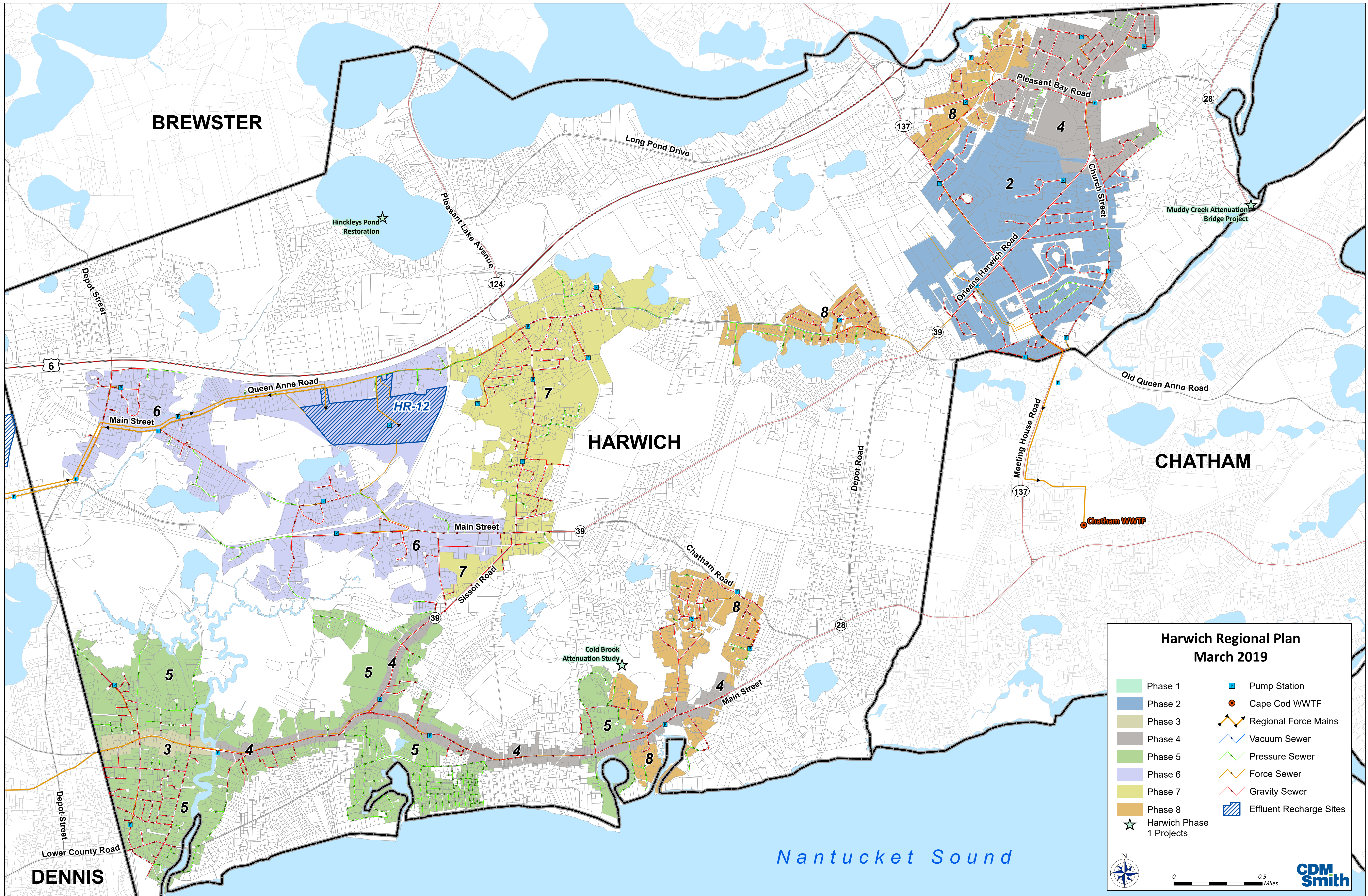


Figure 2 – Cumulative Funding Request Comparison



**Harwich Regional Plan
March 2019**

- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5
- Phase 6
- Phase 7
- Phase 8
- Harwich Phase 1 Projects
- Pump Station
- Cape Cod WWTF
- Regional Force Mains
- Vacuum Sewer
- Pressure Sewer
- Force Sewer
- Gravity Sewer
- Effluent Recharge Sites



0 0.5 Miles



paving, it would be very difficult to justify at this point the economy of scale would offset those impacts (\$900K Contract 2 savings plus 3% increase on \$15M (\$450K) or equal more than \$1.35M,

Please feel free to contact us if you have more questions.

David F. Young
Vice President

CDM Smith
75 State Street
Suite 701
Boston, MA 02109

Tel: 617-452-6544
youngdf@cdmsmith.com

Patti Macura

From: Bonilla, Antonio <BonillaAV@cdmsmith.com>
Sent: Thursday, October 17, 2019 11:35 AM
To: Young, David F.
Cc: Guidice, Michael
Subject: Harwich - Contract No. 2 Bid of RJV Construction

Hi Dave,

I spoke to Querino Pacella of RJV Construction earlier regarding whether they would be willing to hold their bid pricing to 6/1/20.

Querino advised me of the following:

1. They were expecting to begin the work this winter and had 3 crews ready for assignment, but now may have to lay staff off.
2. They do not expect that their vendors will hold the pricing offered through next year. Pavement was noted as being the largest concern, followed to a lesser extent by pipe and manholes.
3. Between now and next June, there will be a labor increase that would have to be absorbed without benefit of achieving any work this year as planned.
4. The low bid pricing submitted was predicated on the job being awarded and started this year. There is no contingency built into their very aggressive bid pricing that would allow them to absorb any escalation of materials or labor.

The 30 day bid extension previously received holds the bid through 11/19/19.

Let me know if there are any questions.

Thanks,
Tony

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*
Joseph F. Powers, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen

From: Christopher Clark
Town Administrator

Re: Overview and Recommendation of RJV Construction Corp. Contract 2 of Phase 2 of the CWMP

Date: September 12, 2019

The Town of Harwich along with all other Cape communities are facing an environmental concern of nitrogen and phosphorus negatively impacting the environment. The Conservation Law Foundation filed active litigation against the Environmental Protection Agency requiring cleanup efforts be undertaken. The Town of Harwich completed what is known as a Comprehensive Wastewater Management Plan otherwise referred to as CWMP. Our CWMP calls for, when it was originally, constructed an eight Phase forty-year approach to decreasing nitrogen levels. CDM Smith the Town's engineer of record has completed the design of Phase 2. Based upon design drawings and estimate was presented Town meeting in 2018 that called for the construction of Phase 2 which would sewer large sections of Southeast Harwich with the overall system connecting into the Town of Chatham. Article 14 of the 2018 Annual Town Meeting requested an overall budget of \$24,775,000 to complete this work. The registered voters of the Town at a debt exclusion election voted to fund this measure. The construction portion of the budget is \$18,500,000. CDM Smith decided to bid the project into smaller sections anticipating a more competitive bidding environment. Phase 2 was broken into contract one which completed much of the mainline work along Route 137. Contract two was anticipated to complete the balance. Contract 1 came in higher than anticipated with the total bid amount of \$11,368,663.48. The contract was awarded to the Robert B Our company incorporated. Due to the higher than anticipated cost of Contract 1, Contract 2 was designed to ensure an additional section of the Phase 2 area could be completed within budget. The Contract 2 bid contemplated a base bid plus four alternatives. The lowest responsible and reasonable bidder was RJV construction Corp. in the amount of \$6,621,306.25. **Administration recommends Board of Selectmen approve the bid award to RJV construction Corp. Board of Selectmen to authorize Town Administrator to sign contract.** The total of contract one into is \$17,989,969.73 within the original appropriation of \$18,500,000. It is anticipated at this time that the design work has already been done for the remaining area of Phase 2 that would constitute a bid award for contract three and that the bidding would be time to have bids in hand prior to the 2020 annual Town meeting.



260 West Exchange Street, Suite 300
Providence, Rhode Island 02903
tel: 401 751-5360
fax: 401 274-2173

September 5, 2019

Mr. Christopher Clark
Town Administrator
Town of Harwich
732 Main Street
Harwich, Massachusetts 02645

Subject: Town of Harwich, Massachusetts
Sewerage Works Improvements, Phase 2 Contract No. 2
Project No. CWSRF – 4424/2

Dear Mr. Clark:

On Thursday, August 22, 2019 at 2:00 p.m., three general bids were received, opened, and read aloud in the Office of the Board of Selectmen located at 732 Main Street Harwich, MA for the construction of the above-referenced project. The total bid prices received were as follows:

<u>Bidder</u>	<u>Total Base Bid + Add Alternates 1-4</u>
RJV Construction Corp.	\$6,621,306.25
Robert B. Our Co., Inc.	\$7,497,675.66
Revoli Construction Co., Inc.	\$7,643,461.10

A copy of the bid tabulation is attached.

The low bidder for the project is RJV Construction Corporation (RJV) based in Canton, Massachusetts. The firm's Bonding Company for the project is Travelers Casualty and Surety Company of America and is represented locally by Lockton Companies. This bonding company will be providing the payment and performance bonds for the project. It is noted that RJV has a single contract bonding capacity of \$50M and an aggregate bonding capacity of \$65M with approximately \$25M in outstanding bonds. RJV has been a client of Abington Bank for 15 years and the bank's reference stated that RJV is a valued customer in good standing.

RJV has completed multiple sewerage construction projects similar in size and cost to the Town of Harwich's Contract No. 2 project, including a \$7,616,537.28 water, sewer, and drainage replacement project in Boston, Massachusetts; a \$6,165,450.00 utility improvement project in Framingham, Massachusetts; and a \$6,126,359.32 water and sewer improvement project in Framingham, Massachusetts. In addition to these completed projects, RJV has completed several water main





Mr. Christopher Clark
Town Administrator
September 5, 2019
Page 2

specific jobs in Eastham, Massachusetts. The references contacted indicated that RJV performed quality work, with a knowledgeable and responsive work force, and had the resources necessary to successfully complete the projects.

It appears, based on this evaluation that RJV has the qualifications and resources necessary to complete the work under this contract, and we recommend award. We note that based on the remaining Town Meeting appropriation for Phase 2 and the bids received by the Town of Chatham on the contract to construct the shared facilities that will convey Harwich's flow to the Chatham wastewater treatment plant, Harwich has sufficient funds available to award Contract No. 2 for the full Base Bid plus Alternatives 1 thru 4 in the amount of \$6,621,306.25. This recommendation is contingent upon the Town of Chatham's intent to successfully execute their construction contract with their low bidder, Robert B. Our Co., Inc.

As such, we have attached a draft letter of intent to award for your use.

If you have any questions, or require additional information please contact me directly.

Very truly yours,

A handwritten signature in black ink that reads "Michael Guidice". The signature is written in a cursive, flowing style.

Michael Guidice, P.E.
Associate
CDM Smith Inc.

cc: David Young, CDM Smith
Antonio Bonilla, CDM Smith



**TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS
CWSRF-4424/2
PHASE 2 - CONTRACT NO. 2**

Item No.	Description	Estimated Quantity	Unit	RJV Construction Corporation 5 Lincoln Street Canton, MA 02021		Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645		Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE BID								
1a	F&I 8-in PVC Sewer (0 - 12 ft. depth)	4,850	LF	\$65.00	\$315,250.00	\$101.00	\$489,850.00	\$200.00	\$970,000.00
1b	F&I 8-in PVC Sewer (greater than 12 ft. up to 16 ft. depth)	2,200	LF	\$95.00	\$209,000.00	\$139.00	\$305,800.00	\$200.00	\$440,000.00
1c	F&I 8-in PVC Sewer (greater than 16 ft. depth)	1,650	LF	\$115.00	\$189,750.00	\$295.00	\$486,750.00	\$200.00	\$330,000.00
1d	F&I 8-in DI Sewer (all depths)	700	LF	\$160.00	\$112,000.00	\$299.00	\$209,300.00	\$205.00	\$143,500.00
1e	F&I 4-in DI force main (all depths)	1,500	LF	\$50.00	\$75,000.00	\$76.00	\$114,000.00	\$75.00	\$112,500.00
1f	F&I 6-in PVC and/or DI sewer service pipe (all depths)	2,600	LF	\$70.00	\$182,000.00	\$69.00	\$179,400.00	\$125.00	\$325,000.00
1g	F&I 6-in PVC wye branches and/or 6-in DI tees	115	EA	\$250.00	\$28,750.00	\$436.00	\$50,140.00	\$100.00	\$11,500.00
1h	F&I PVC internal drop connections, all types and sizes	50	VF	\$200.00	\$10,000.00	\$150.00	\$7,500.00	\$0.01	\$0.50
1i	F&I 6-in DI chimneys, including fittings	375	VF	\$200.00	\$75,000.00	\$120.00	\$45,000.00	\$750.00	\$281,250.00
2a	F&I 4-ft diameter precast concrete manholes	500	VF	\$400.00	\$200,000.00	\$360.00	\$180,000.00	\$140.00	\$70,000.00
2b	F&I 5-ft diameter precast concrete manholes	115	VF	\$675.00	\$77,625.00	\$446.00	\$51,290.00	\$150.00	\$17,250.00
3	Miscellaneous drain pipe replacements (all sizes)	50	LF	\$0.01	\$0.50	\$0.01	\$0.50	\$75.00	\$3,750.00
4a	F&I precast concrete drain manholes	10	VF	\$0.01	\$0.10	\$300.00	\$3,000.00	\$150.00	\$1,500.00
4b	F&I precast concrete catch basins	10	VF	\$0.01	\$0.10	\$300.00	\$3,000.00	\$350.00	\$3,500.00
5a	Miscellaneous water main replacements (all sizes) - Fixed Price	50	LF	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00
5b	Additional payment for misc. water main replacements (all sizes)	50	LF	\$0.00	\$0.00	\$120.00	\$6,000.00	\$50.00	\$2,500.00
5c	F&I DI fittings	10	LBS	\$10.00	\$100.00	\$6.00	\$60.00	\$150.00	\$1,500.00
5d	F&I&R 2-in and 4-in temporary water pipe	100	LF	\$15.00	\$1,500.00	\$25.00	\$2,500.00	\$15.00	\$1,500.00
5e	F&I 10-in to 16-in gate valves	1	EA	\$0.01	\$0.01	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
5f	F&I 6-in to 8-in gate valves	1	EA	\$0.01	\$0.01	\$1,400.00	\$1,400.00	\$1,200.00	\$1,200.00
5g	F&I hydrant, anchoring tee and elbow, 6-in gate valves, and 6-in DI pipe	1	EA	\$7,500.00	\$7,500.00	\$3,900.00	\$3,900.00	\$4,000.00	\$4,000.00
5h	F&I corporation cocks and curb stops with boxes	5	EA Pair	\$1,000.00	\$5,000.00	\$1,500.00	\$7,500.00	\$250.00	\$1,250.00
5i	F&I polyethylene water service tubing (all sizes)	50	LF	\$20.00	\$1,000.00	\$21.00	\$1,050.00	\$80.00	\$4,000.00
6a	F&I Church Street South Pumping Station with on-site generator	1	LS	\$1,000,000.00	\$1,000,000.00	\$805,000.00	\$805,000.00	\$810,000.00	\$810,000.00
6b	F&I Church Street North Pumping Station with on-site generator	1	LS	\$1,000,000.00	\$1,000,000.00	\$918,000.00	\$918,000.00	\$820,000.00	\$820,000.00
6c	Allowance for electric and gas service at pumping stations	1	Allowance	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
7	Test Pits	50	CY	\$0.01	\$0.50	\$0.01	\$0.50	\$60.00	\$3,000.00
8a	Rock and boulder excavation - Fixed Price	25	CY	\$65.00	\$1,625.00	\$65.00	\$1,625.00	\$65.00	\$1,625.00
8b	Additional payment for rock & boulder excavation	25	CY	\$0.00	\$0.00	\$0.01	\$0.25	\$200.00	\$5,000.00
9a	Bank run gravel	3,500	CY	\$25.00	\$87,500.00	\$47.30	\$165,550.00	\$0.01	\$35.00
9b	Screened gravel for utility crossings and misc. purposes	200	CY	\$0.01	\$2.00	\$0.01	\$2.00	\$0.01	\$2.00
9c	Common fill	50	CY	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
9d	Dense graded crushed stone	1,750	CY	\$30.00	\$52,500.00	\$52.00	\$91,000.00	\$0.01	\$17.50
10	Earth excavation & refill below normal grade	25	CY	\$0.01	\$0.25	\$0.01	\$0.25	\$0.01	\$0.25
11a	F&I initial trench width HMA Binder Course (4-in thick)	15,500	SY	\$35.00	\$542,500.00	\$39.00	\$604,500.00	\$17.00	\$263,500.00
11b	F&I intermediate patch, incl. mill and HMA Surface Course (1.5-in thick)	6,000	SY	\$15.00	\$90,000.00	\$20.00	\$120,000.00	\$20.00	\$120,000.00
11c	F&I final full width mill and overlay HMA Surface Course (2-in thick)	30,000	SY	\$18.00	\$540,000.00	\$18.00	\$540,000.00	\$12.00	\$360,000.00
11d	F&I leveling course outside trench limits	100	Tons	\$150.00	\$15,000.00	\$142.00	\$14,200.00	\$0.01	\$1.00

Fixed

Fixed

**TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS
CWSRF-4424/2
PHASE 2 - CONTRACT NO. 2**

Item No.	Description	Estimated Quantity	Unit	RJV Construction Corporation 5 Lincoln Street Canton, MA 02021		Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645		Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
11e	Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course)	3,000	SY	\$35.00	\$105,000.00	\$38.00	\$114,000.00	\$35.00	\$105,000.00
12	Traffic Management	1	LS	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00	\$350,000.00	\$350,000.00
13	Sedimentation and Erosion Control	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$1.00	\$1.00
14	Connections to existing sewers	3	EA	\$5,000.00	\$15,000.00	\$4,800.00	\$14,400.00	\$15,000.00	\$45,000.00
15	Dewatering and Drainage	1	LS	\$10,000.00	\$10,000.00	\$0.01	\$0.01	\$1.00	\$1.00
16	Miscellaneous concrete	50	CY	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
17a	Street Sweeper	20	Hours	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$180.00	\$3,600.00
17b	Furnish, maintain and remove 2 trailer-mounted message boards	18	Months	\$1,400.00	\$25,200.00	\$1,100.00	\$19,800.00	\$1,500.00	\$27,000.00
18	Engineer's Field office	18	Months	\$1,500.00	\$27,000.00	\$1,500.00	\$27,000.00	\$1,500.00	\$27,000.00
19	Misc. Work and Cleanup	1	LS	\$85,000.00	\$85,000.00	\$31,000.00	\$31,000.00	\$1.00	\$1.00
20	Mobilization-not to exceed 5% of Subtotal Bid Price	1	LS	\$200,000.00	\$200,000.00	\$232,000.00	\$232,000.00	\$275,000.00	\$275,000.00
SUBTOTAL BASE BID					\$5,336,504.47		\$5,924,019.51		\$5,966,485.25
ADD ALTERNATE NO. 1									
21a	F&I 8-in PVC Sewer (0 - 12 ft. depth)	1,275	LF	\$65.00	\$82,875.00	\$101.00	\$128,775.00	\$200.00	\$255,000.00
21b	F&I 8-in PVC Sewer (greater than 12 ft. up to 16 ft. depth)	650	LF	\$95.00	\$61,750.00	\$139.00	\$90,350.00	\$200.00	\$130,000.00
21c	F&I 6-in PVC and/or DI sewer service pipe (all depths)	575	LF	\$70.00	\$40,250.00	\$69.00	\$39,675.00	\$125.00	\$71,875.00
21d	F&I 6-in PVC wye branches and/or 6-in DI tees	30	EA	\$250.00	\$7,500.00	\$436.00	\$13,080.00	\$100.00	\$3,000.00
21e	F&I 6-in DI chimneys, including fittings	40	VF	\$200.00	\$8,000.00	\$120.00	\$4,800.00	\$750.00	\$30,000.00
22	F&I 4-ft diameter precast concrete manholes	70	VF	\$400.00	\$28,000.00	\$360.00	\$25,200.00	\$140.00	\$9,800.00
23a	Miscellaneous water main replacements (all sizes) - Fixed Price	25	LF	\$50.00	\$1,250.00	\$50.00	\$1,250.00	\$50.00	\$1,250.00
23b	Additional payment for misc. water main replacements (all sizes)	25	LF	\$0.00	\$0.00	\$120.00	\$3,000.00	\$50.00	\$1,250.00
23c	F&I DI fittings	10	LBS	\$10.00	\$100.00	\$6.00	\$60.00	\$150.00	\$1,500.00
23d	F&I&R 2-in and 4-in temporary water pipe	50	LF	\$15.00	\$750.00	\$25.00	\$1,250.00	\$15.00	\$750.00
23e	F&I 6-in to 8-in gate valves	1	EA	\$0.01	\$0.01	\$1,400.00	\$1,400.00	\$1,200.00	\$1,200.00
24a	Bank run gravel	550	CY	\$25.00	\$13,750.00	\$47.30	\$26,015.00	\$0.01	\$5.50
24b	Screened gravel for utility crossings and misc. purposes	25	CY	\$0.01	\$0.25	\$0.01	\$0.25	\$0.01	\$0.25
24c	Common fill	10	CY	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
24d	Dense graded crushed stone	300	CY	\$30.00	\$9,000.00	\$52.00	\$15,600.00	\$0.01	\$3.00
25	Earth excavation & refill below normal grade	10	CY	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
26a	F&I initial trench width HMA Binder Course (4-in thick)	2,500	SY	\$35.00	\$87,500.00	\$39.00	\$97,500.00	\$17.00	\$42,500.00
26b	F&I intermediate patch, incl. mill and HMA Surface Course (1.5-in thick)	2,200	SY	\$15.00	\$33,000.00	\$20.00	\$44,000.00	\$20.00	\$44,000.00
26c	F&I final full width mill and overlay HMA Surface Course (2-in thick)	5,000	SY	\$18.00	\$90,000.00	\$18.00	\$90,000.00	\$12.00	\$60,000.00
26d	F&I leveling course outside trench limits	25	Tons	\$150.00	\$3,750.00	\$142.00	\$3,550.00	\$0.01	\$0.25
26e	Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course)	500	SY	\$35.00	\$17,500.00	\$38.00	\$19,000.00	\$35.00	\$17,500.00
27	Misc. Work and Cleanup	1	LS	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$1.00	\$1.00
SUBTOTAL ADD ALTERNATE NO. 1					\$494,975.46		\$607,505.45		\$669,635.20



Bid Date : August 22, 2019
Time: 2:00pm

**TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS
CWSRF-4424/2
PHASE 2 - CONTRACT NO. 2**

Item No.	Description	Estimated Quantity	Unit	RJV Construction Corporation 5 Lincoln Street Canton, MA 02021		Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645		Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
ADD ALTERNATE NO. 2									
28a	F&I 8-in PVC Sewer (0 - 12 ft. depth)	1,275	LF	\$65.00	\$82,875.00	\$101.00	\$128,775.00	\$200.00	\$255,000.00
28b	F&I 8-in PVC Sewer (greater than 12 ft. up to 16 ft. depth)	175	LF	\$95.00	\$16,625.00	\$139.00	\$24,325.00	\$200.00	\$35,000.00
28c	F&I 6-in PVC and/or DI sewer service pipe (all depths)	575	LF	\$70.00	\$40,250.00	\$69.00	\$39,675.00	\$125.00	\$71,875.00
28d	F&I 6-in PVC wye branches and/or 6-in DI tees	30	EA	\$250.00	\$7,500.00	\$436.00	\$13,080.00	\$100.00	\$3,000.00
28e	F&I 6-in DI chimneys, including fittings	25	VF	\$200.00	\$5,000.00	\$120.00	\$3,000.00	\$750.00	\$18,750.00
29	F&I 4-ft diameter precast concrete manholes	75	VF	\$400.00	\$30,000.00	\$360.00	\$27,000.00	\$140.00	\$10,500.00
30a	Bank run gravel	400	CY	\$25.00	\$10,000.00	\$47.30	\$18,920.00	\$0.01	\$4.00
30b	Screened gravel for utility crossings and misc. purposes	25	CY	\$0.01	\$0.25	\$0.01	\$0.25	\$0.01	\$0.25
30c	Common fill	10	CY	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
30d	Dense graded crushed stone	225	CY	\$30.00	\$6,750.00	\$52.00	\$11,700.00	\$0.01	\$2.25
31	Earth excavation & refill below normal grade	10	CY	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
32a	F&I initial trench width HMA Binder Course (4-in thick)	2,000	SY	\$35.00	\$70,000.00	\$39.00	\$78,000.00	\$17.00	\$34,000.00
32b	F&I final full width mill and overlay HMA Surface Course (2-in thick)	3,800	SY	\$18.00	\$68,400.00	\$18.00	\$68,400.00	\$12.00	\$45,600.00
32c	F&I leveling course outside trench limits	25	Tons	\$150.00	\$3,750.00	\$142.00	\$3,550.00	\$0.01	\$0.25
32d	Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course)	380	SY	\$35.00	\$13,300.00	\$38.00	\$14,440.00	\$35.00	\$13,300.00
33	Misc. Work and Cleanup	1	LS	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$1.00	\$1.00
SUBTOTAL ADD ALTERNATE NO. 2									
					\$364,450.45		\$432,865.45		\$487,032.95
ADD ALTERNATE NO. 3									
34a	F&I 8-in PVC Sewer (0 - 12 ft. depth)	375	LF	\$65.00	\$24,375.00	\$101.00	\$37,875.00	\$200.00	\$75,000.00
34b	F&I 2-in PVC force main (all depths)	500	LF	\$30.00	\$15,000.00	\$31.00	\$15,500.00	\$100.00	\$50,000.00
34c	F&I 6-in PVC and/or DI sewer service pipe (all depths)	125	LF	\$70.00	\$8,750.00	\$69.00	\$8,625.00	\$125.00	\$15,625.00
34d	F&I 6-in PVC wye branches and/or 6-in DI tees	6	EA	\$250.00	\$1,500.00	\$436.00	\$2,616.00	\$100.00	\$600.00
34e	F&I PVC internal drop connections, all types and sizes	5	VF	\$200.00	\$1,000.00	\$150.00	\$750.00	\$0.01	\$0.05
35a	F&I 4-ft diameter precast concrete manholes	20	VF	\$400.00	\$8,000.00	\$360.00	\$7,200.00	\$140.00	\$2,800.00
35b	F&I 5-ft diameter precast concrete manholes	15	VF	\$675.00	\$10,125.00	\$446.00	\$6,690.00	\$150.00	\$2,250.00
36a	F&I Harden Lane Grinder Pumping Unit	1	LS	\$85,000.00	\$85,000.00	\$127,000.00	\$127,000.00	\$85,000.00	\$85,000.00
36b	Allowance for electric and gas service at pumping stations	1	Allowance	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
37a	Bank run gravel	175	CY	\$25.00	\$4,375.00	\$47.30	\$8,277.50	\$0.01	\$1.75
37b	Screened gravel for utility crossings and misc. purposes	10	CY	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
37c	Common fill	5	CY	\$0.01	\$0.05	\$0.01	\$0.05	\$0.01	\$0.05
37d	Dense graded crushed stone	100	CY	\$30.00	\$3,000.00	\$52.00	\$5,200.00	\$0.01	\$1.00
38	Earth excavation & refill below normal grade	20	CY	\$0.01	\$0.20	\$0.01	\$0.20	\$0.01	\$0.20



**TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS
CWSRF-4424/2
PHASE 2 - CONTRACT NO. 2**

Item No.	Description	Estimated Quantity	Unit	RJV Construction Corporation 5 Lincoln Street Canton, MA 02021		Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645		Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
39a	F&I initial trench width HMA Binder Course (4-in thick)	800	SY	\$35.00	\$28,000.00	\$39.00	\$31,200.00	\$17.00	\$13,600.00
39b	F&I final full width mill and overlay HMA Surface Course (2-in thick)	1,600	SY	\$18.00	\$28,800.00	\$18.00	\$28,800.00	\$12.00	\$19,200.00
39c	F&I leveling course outside trench limits	5	Tons	\$150.00	\$750.00	\$142.00	\$710.00	\$0.01	\$0.05
39d	Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course)	160	SY	\$35.00	\$5,600.00	\$38.00	\$6,080.00	\$35.00	\$5,600.00
40	Misc. Work and Cleanup	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$1.00	\$1.00
SUBTOTAL ADD ALTERNATE NO. 3					\$234,275.35		\$294,523.85		\$274,679.20
ADD ALTERNATE NO. 4									
41a	F&I 8-in PVC Sewer (0 - 12 ft. depth)	400	LF	\$65.00	\$26,000.00	\$101.00	\$40,400.00	\$200.00	\$80,000.00
41b	F&I 8-in PVC Sewer (greater than 12 ft. up to 16 ft. depth)	180	LF	\$95.00	\$17,100.00	\$139.00	\$25,020.00	\$200.00	\$36,000.00
41c	F&I 6-in PVC and/or DI sewer service pipe (all depths)	230	LF	\$70.00	\$16,100.00	\$69.00	\$15,870.00	\$125.00	\$28,750.00
41d	F&I 6-in PVC wye branches and/or 6-in DI tees	6	EA	\$250.00	\$1,500.00	\$436.00	\$2,616.00	\$100.00	\$600.00
42	F&I 4-ft diameter precast concrete manholes	50	VF	\$400.00	\$20,000.00	\$360.00	\$18,000.00	\$140.00	\$7,000.00
43	Miscellaneous drain pipe replacements (all sizes)	25	LF	\$0.01	\$0.25	\$0.01	\$0.25	\$75.00	\$1,875.00
44a	F&I precast concrete drain manholes	6	VF	\$0.01	\$0.06	\$300.00	\$1,800.00	\$150.00	\$900.00
44b	F&I precast concrete catch basins	6	VF	\$0.01	\$0.06	\$300.00	\$1,800.00	\$350.00	\$2,100.00
45a	Miscellaneous water main replacements (all sizes) - Fixed Price	100	LF	\$50.00	\$5,000.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00
45b	Additional payment for misc. water main replacements (all sizes)	100	LF	\$0.00	\$0.00	\$120.00	\$12,000.00	\$50.00	\$5,000.00
45c	F&I DI fittings	10	LBS	\$10.00	\$100.00	\$6.00	\$60.00	\$150.00	\$1,500.00
45d	F&I&R 2-in and 4-in temporary water pipe	200	LF	\$15.00	\$3,000.00	\$25.00	\$5,000.00	\$15.00	\$3,000.00
45e	F&I corporation cocks and curb stops with boxes	4	EA Pair	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$250.00	\$1,000.00
45f	F&I polyethylene water service tubing (all sizes)	80	LF	\$20.00	\$1,600.00	\$21.00	\$1,680.00	\$80.00	\$6,400.00
46a	Bank run gravel	150	CY	\$25.00	\$3,750.00	\$47.30	\$7,095.00	\$0.01	\$1.50
46b	Screened gravel for utility crossings and misc. purposes	5	CY	\$0.01	\$0.05	\$0.01	\$0.05	\$0.01	\$0.05
46c	Common fill	5	CY	\$0.01	\$0.05	\$0.01	\$0.05	\$0.01	\$0.05
46d	Dense graded crushed stone	80	CY	\$30.00	\$2,400.00	\$52.00	\$4,160.00	\$0.01	\$0.80
47	Earth excavation & refill below normal grade	5	CY	\$0.01	\$0.05	\$0.01	\$0.05	\$0.01	\$0.05
48a	F&I initial trench width HMA Binder Course (4-in thick)	750	SY	\$35.00	\$26,250.00	\$39.00	\$29,250.00	\$17.00	\$12,750.00
48b	F&I final full width mill and overlay HMA Surface Course (2-in thick)	2,500	SY	\$18.00	\$45,000.00	\$18.00	\$45,000.00	\$12.00	\$30,000.00
48c	F&I leveling course outside trench limits	5	Tons	\$150.00	\$750.00	\$142.00	\$710.00	\$0.01	\$0.05
48d	Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course)	250	SY	\$35.00	\$8,750.00	\$38.00	\$9,500.00	\$35.00	\$8,750.00
49	Connections to existing sewers	1	EA	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00	\$15,000.00	\$15,000.00
50	Misc. Work and Cleanup	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$1.00	\$1.00
SUBTOTAL ADD ALTERNATE NO. 4					\$191,300.52		\$238,761.40		\$245,628.50



Bid Date : August 22, 2019
Time: 2:00pm

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS
CWSRF-4424/2
PHASE 2 - CONTRACT NO. 2

Item No.	Description	Estimated Quantity	Unit	RJV Construction Corporation 5 Lincoln Street Canton, MA 02021		Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645		Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
	BID SUMMARY								
	TOTAL BASE BID				\$5,336,304.47		\$5,924,019.51		\$5,966,485.25
	TOTAL BASE BID + ALTERNATE NO. 1				\$5,831,279.93		\$6,551,524.96		\$6,636,120.45
	TOTAL BASE BID + ALTERNATE NOS. 1 AND 2				\$6,195,730.38		\$6,964,390.41		\$7,123,153.40
	TOTAL BASE BID + ALTERNATE NOS. 1, 2 AND 3				\$6,430,005.73		\$7,258,914.26		\$7,397,832.60
	TOTAL BASE BID + ALTERNATE NOS. 1, 2, 3 AND 4				\$6,621,306.25		\$7,497,675.66		\$7,643,461.10

Adjusted to correct math error

DRAFT
(To be transferred to Town letterhead if acceptable)

September 16, 2019

Mr. Querino Pacella
Vice President
RJV Construction Corp.
5 Lincoln Street
Canton, Massachusetts 02021

Subject: Town of Harwich, Massachusetts
Sewerage Works Improvements, Phase 2 Contract No.2
Project No. CWSRF – 4424/2

Dear Mr. Pacella:

The Town of Harwich intends to award your firm the above contract based on your Total Base Bid plus Alternatives 1, 2, 3 and 4 in the amount of \$6,621,306.25 that was received on August 22, 2019.

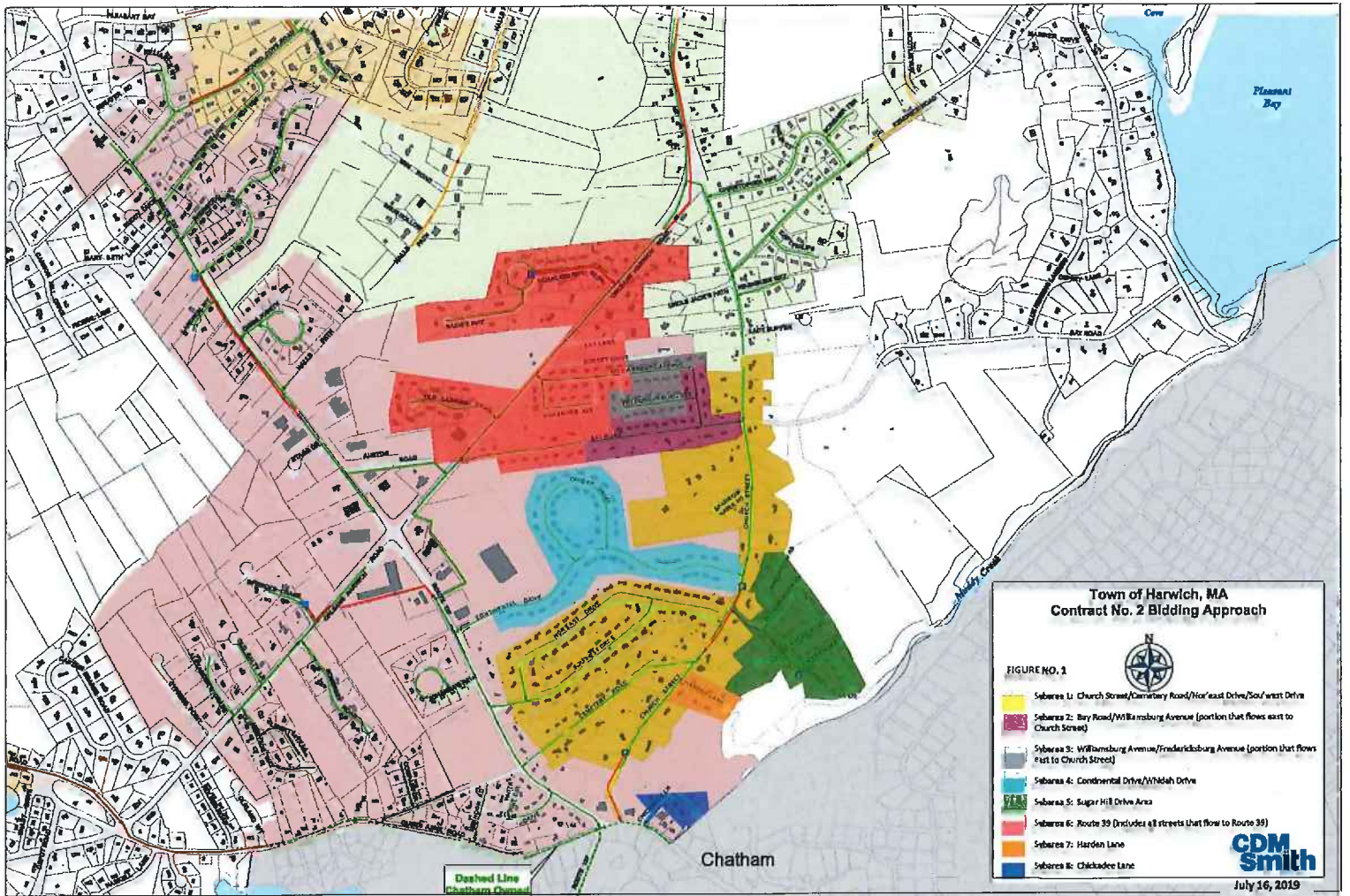
The project is funded under the Massachusetts State Revolving Fund (SRF) Loan program and requires State Authorization to Award before the Town will be allowed to sign the contract. This letter of intent to award will become null and void, and will not obligate the Town of Harwich, Massachusetts if said contract approval is not obtained from the Massachusetts Department of Environmental Protection, Bureau of Municipal Services.

Please contact CDM Smith Inc., 260 West Exchange Street, Suite 300, Providence, Rhode Island 02903, Attn: Antonio V. Bonilla, to obtain contract documents to be completed relative to contract award.

Very truly yours,

Christopher Clark,
Town Administrator

CC Harwich Board of Selectmen
David Young, CDM Smith
Michael Guidice, CDM Smith
Antonio Bonilla, CDM Smith



CPC, TA and Capital Outlay Committee Recommendations

TOWN OF HARWICH CAPITAL PLAN REQUEST SUMMARY (FY 21 TO 27)

Original 9/30/2019

10/23/2019

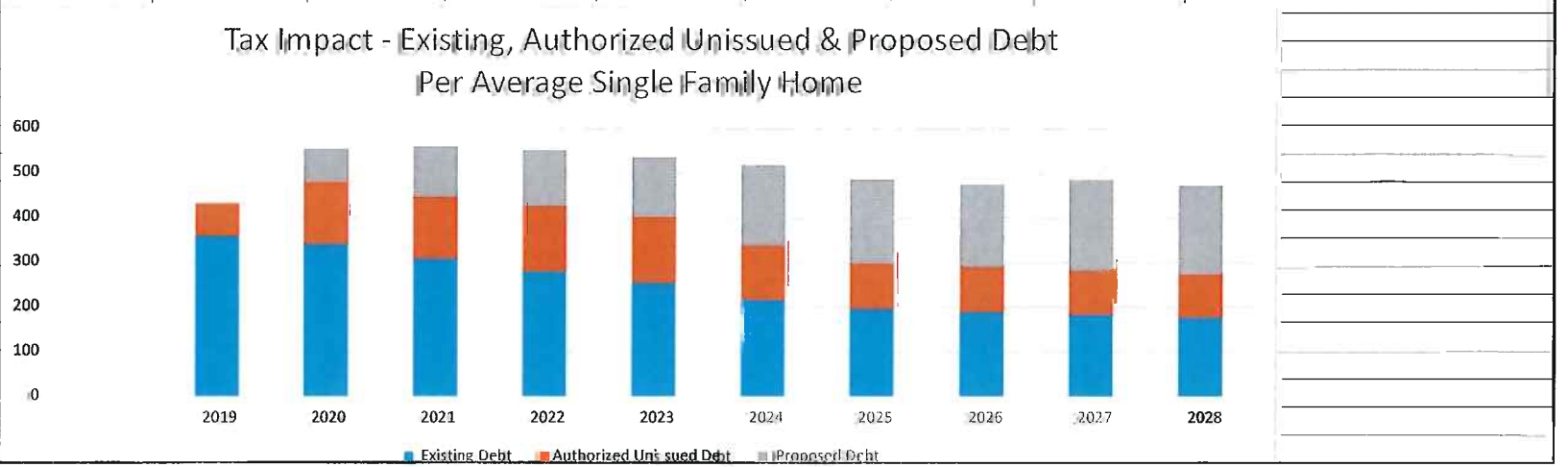
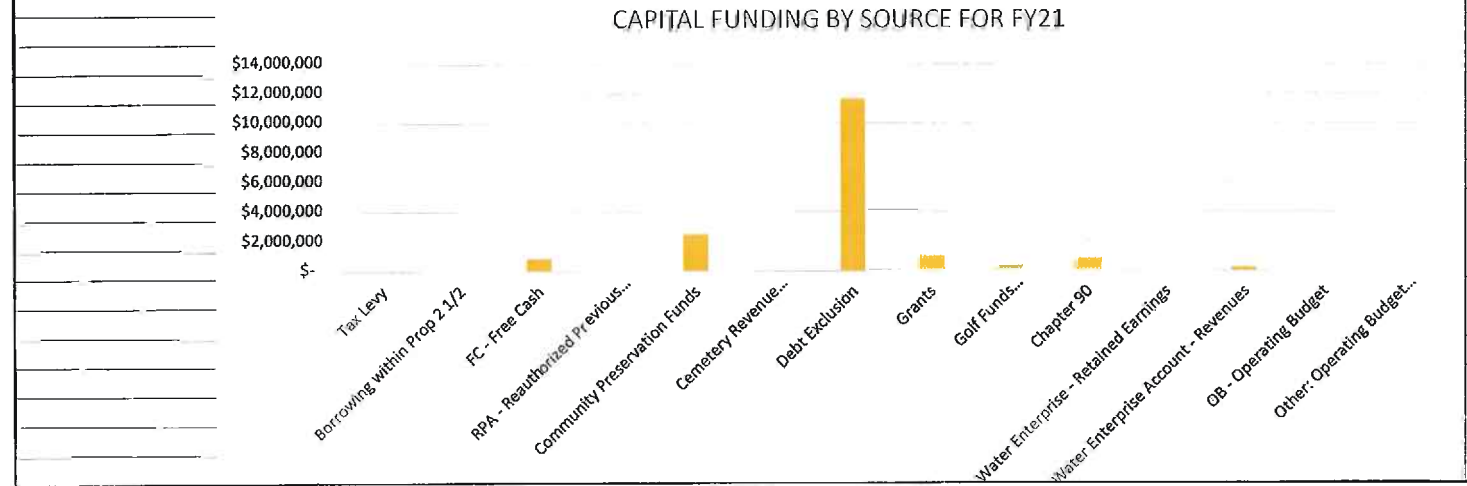
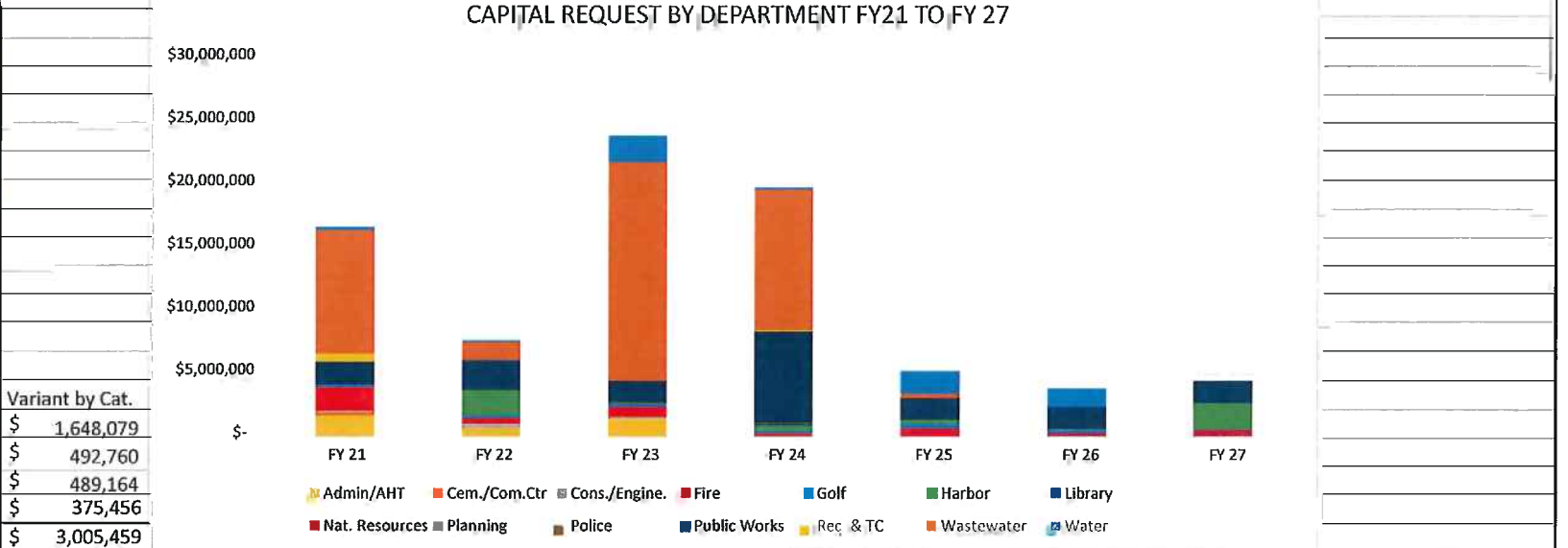
Department	Project	ATM H P MY	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	Notes
ADMINISTRATION														
Admin	Harwich Center ADA Sidewalk Project				\$ -		\$ -	\$ 50,000	\$ -					Grant does not cover design
	Harwich Center ADA Sidewalk Pro. ADA/CDBG Grant (\$1 Million)				\$ -		\$ -		\$ 1,000,000					CDBG Grant March 2021 \$1 mil
Admin	Harwich Center Initiative				\$ -			TBD						Committee is underway
Admin	Albro House - Renovations (See also Facility Maintenance)			\$ -	\$ -			TBD						Improvement for Current Use
Admin	Walkway Reconstruction Rte 28 SAQ to Harwichport (Supplemental)				\$ -	\$ -	\$ -	\$ 200,000						Match with \$250K already voted
Admin	Walkway Reconstruction Rte 28 SAQ to Harwichport (Supplemental)GRANT				\$ -	\$ -	\$ -	\$ 400,000						Massworks to be attempted Again
Admin	Walkway Reconstruction Bank Street Harwich Center to Rte 28				\$ -	\$ -	\$ -	\$ -	\$ 450,000					Planning number
Admin	Former West Harwich School on Bells Neck				\$ -	\$ -	\$ -	TBD						
Admin	School House Road Revision to Site Plan Expand Parking Lot				\$ -	\$ -	\$ -	TBD						
Admin	Implementation of ADA Study (MOD Grant Request and See Facility Main)				\$ -	\$ -	\$ -	\$ -						Mass Office of Disabilities Grant (350K)
Admin	Updates to the Cultural Center Building (See Facility Maintenance)				\$ -	\$ -	\$ -	\$ -						
Admin	Green/Fuel Efficient Fleet Replacement Schedule (Need Revisions)				\$ -	Under \$50K	\$ -	\$ 30,000	\$ 30,000	\$ 32,000	\$ 32,000	\$ 35,000	\$ 35,000	Part of Green Community Designation
ADMIN SUB-TOTAL					\$ -	\$ -	\$ -	\$ 680,000	\$ 1,480,000	\$ 32,000	\$ 32,000	\$ 35,000	\$ 35,000	\$ 2,294,000
AFFORDABLE HOUSING TRUST (AHT)														
AHT	AHT Funding for Housing and Part Time Coordinator (\$500K H/ \$50K PT) [CH4]				\$ 550,000	\$ 550,000	\$ 550,000							
AHT	Deacon's Folly Land Acquisition (AHT \$600K and Con Com \$600K) [OS7]				\$ 1,200,000	\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
AHT SUB-TOTAL					\$ -	\$ 1,750,000	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000
CEMETERY														
Cemetery	Pine Grove Cemetery Gravestone Conservation (HP1)				\$ 75,000	\$ -	\$ 75,000							
Cemetery	Island Pond Arboretum Implementation of Master Plan (Construction)				\$ 100,000	\$ -	\$ 100,000							
Cemetery	Island Pond Arboretum Master Plan (Study)				\$ 43,000	\$ -	\$ 43,000							
Cemetery SUB-TOTAL					\$ 218,000	\$ -	\$ 218,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 218,000
COMMUNITY CENTER														
Community Center	Roof Replacement- (See Facility Maintenance)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Community Center	Generator Replacement (See Facility Maintenance)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
COMMUNITY CENTER SUB-TOTAL					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSERVATION														
Conservation	Harwich Artificial Reef (Additional Project)				\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Conservation/AHT	Deacon's Folly Land Acquisition (AHT \$600K and Con Com \$600K)SEE AHT				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CONSERVATION SUB-TOTAL					\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
ENGINEERING														
Engineering	MS4 Municipal Surface Drainage Plan and Improvement _s [Per Permit]				\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 40,000	\$ 40,000	\$ 100,000	\$ 100,000	Planning and Renovation Catchbasins
Engineering	Crossing Lights - Depot Road South (R11)				\$ 27,000	Under 50K	\$ 27,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000			CPC - Recreation
ENGINEERING SUB-TOTAL					\$ 77,000	\$ 100,000	\$ 127,000	\$ 130,000	\$ 130,000	\$ 70,000	\$ 70,000	\$ 100,000	\$ 100,000	\$ 727,000
FACILITY MAINTENANCE														
Facility Main.-DPW	Brooks Library Roof				\$ 148,500	\$ 148,500	\$ 148,500	\$ -	\$ -					Planning numbers
Facility Main.-DPW	Implement Facilities Wide ADA Compliance Plan Improvements				\$ -	Under \$50K	\$ 11,605	\$ 75,235	\$ -					Planning numbers
Facility Main.-DPW	Implement Facilities Wide ADA Compliance Plan Improvements				\$ 350,000	\$ -	\$ 350,000	\$ -	\$ -					MOD Grant (\$350K) Building Renovations
Facility Main.-DPW	Replace Transfer Station Scale Decking				\$ 55,000	\$ 55,000	\$ 55,000							
Facility Main.-DPW	5 Bells Neck Roof Repair				\$ -	Under \$50K	\$ 20,000							
Facility Main.-DPW	Cultural Center Systems Generator				\$ -	\$ 70,000	\$ 70,000		\$ -					
Facility Main.-DPW	Cultural Center - Boiler Replacement				\$ -	\$ -	\$ -	\$ 160,000	\$ -		\$ -	\$ -		
Facility Main.-DPW	Remove and Replace Privacy Fence				\$ -	\$ -	\$ -	\$ 55,000						
Facility Main.-DPW	Replace 3 Condensing Units and Air Handlers				\$ -	\$ -	\$ -	\$ -	\$ 275,000					
Facility Main.-DPW	Cultural Center - Window Replacement Sash Windows that Failed				\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000		\$ -	\$ -		
Facility Main.-DPW	Community Center Roof Replacement				\$ -	\$ -	\$ -	\$ 240,000	\$ -		\$ -	\$ -		
Facility Main.-DPW	Community Center Boiler Replacement				\$ -	\$ -	\$ -	\$ -	\$ 120,000	\$ -	\$ -	\$ -		
Facility Main.-DPW	Community Center Systems Generator				\$ -	\$ -	\$ -	\$ -	\$ 115,000					
Facility Main.-DPW	DPW Facilities and Mechanic Shop				\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000	\$ -	\$ -		
Facility Main.-DPW	Redesign Recycling Area				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 451,590	\$ -		
Facility Main.-DPW	Golf Pro Shop A/C Replacement				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -		
FACILITY MAINTENANCE SUB-TOTAL					\$ 553,500	\$ 273,500	\$ 506,605	\$ 290,235	\$ 475,000	\$ 440,000	\$ 235,000	\$ 1,200,000	\$ 526,590	\$ 3,673,430

Department	Project	ATM #	P	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	Notes
FIRE															
Fire	Phased Police and Fire Radio System	MY	1	FC		\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	State Req. Radio 5 years at \$200K
Fire	Phased Police and Fire Radio System (Grant Portion if Applicable)	MY	1	FC		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fire	Lockers HQ					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Found Alternate Source Deleted
Fire	Ambulance Replacement Program			FC		\$ 378,225	\$ 378,225	\$ 378,225	\$ -	\$ 386,636	\$ -	\$ 405,969	\$ -	\$ 418,148	
Fire	Air Pack Replacement Program - (Town Funded Portion)			FC		\$ 20,000	\$ 20,000	\$ 20,000	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	
Fire	Air Pack Replacement Program - (Federal/State Grant Funded Portion)			GRANT		\$ 380,000	\$ 380,000	\$ 380,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Fire	Staff Car					\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Fire	Pumper and Ladder Request converted to Pumper/Ladder called Quint		1	DE		\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Converted to Quint Request Above
Fire	Ladder Truck Replacement (See Above)		1			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FIRE SUB-TOTAL						\$ 1,878,225	\$ 1,878,225	\$ 1,878,225	\$ 460,000	\$ 786,636	\$ 200,000	\$ 605,969	\$ 200,000	\$ 418,148	\$ 4,548,928
GOLF															
Golf	Tree Work Front 9 (Final year of 6 Year Project)		1	Golf Im. Fund		\$ 35,000	Under \$50K	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Golf	Design and Feasibility of 3 hole Practice and Putting Course		1	Golf Im. Fund		\$ 35,000	Under \$50K	\$ 35,000	\$ -	TBD	\$ -	\$ -	\$ -	\$ -	
Golf	Renovate Cart Path (Following Mungeam Plan) Hole 10 FY21 & Hole 1 FY 22		1	Golf Budget		\$ 41,500	Under \$50K	\$ 41,500	\$ 14,500	\$ -	\$ -	\$ -	\$ -	\$ -	
Golf	Various Mowing Equipment per Lease	MY	1	Golf Budget		\$ 87,050	\$ 87,050	\$ 87,050	\$ 87,050	\$ 87,050	\$ 87,050	\$ 87,050	\$ -	\$ -	Lease - Capital
Golf	Replace Truck with Ford F350		1	Golf Budget		\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	
Golf	Improvements to Nets at Driving Range (Back FY 22 & Main FY 23)		1	Golf Budget		\$ -	\$ -	\$ -	\$ 30,870	\$ 34,800	\$ -	\$ -	\$ -	\$ -	
Golf	New Tee Box Improvements - Mungeam Plan (Two Year Project)		1	Golf Im. Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 149,000	\$ 149,000	\$ -	
Golf	Golf Course Irrigation Update		1	Golf Funds		\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	
GOLF SUB-TOTAL						\$ 198,550	\$ 87,050	\$ 198,550	\$ 207,420	\$ 276,850	\$ 162,050	\$ 311,050	\$ 224,000	\$ 75,000	\$ 1,454,920
HARBORMASTER															
Harbormaster	Allen Harbor Jetty Reconstruction (Construction)		1A			\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	PLANNING NUMBER ONLY
Harbormaster	Round Cove Bulkhead Replacement (Study, Design and Construction)		1A			\$ -	\$ -	\$ -	\$ -	\$ 42,000	\$ 420,000	\$ -	\$ -	\$ -	
Harbormaster	Herring River Ramp Replacement (Study, Design and Construction)		1A			\$ -	\$ -	\$ -	\$ -	\$ 21,000	\$ 210,000	\$ -	\$ -	\$ -	
Harbormaster	SAQ Harbor North & East Bulkhead (Offloading Area) Reconstruction		1A			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157,500	\$ -	\$ -	\$ 1,575,000	
Harbormaster	Wychmere Outer Harbor Dredging		1B			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,000	
Harbormaster	Harbormaster Truck Replacement		1A			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,000	\$ -	\$ -	
HARBORMASTER SUB-TOTAL						\$ -	\$ -	\$ -	\$ 2,000,000	\$ 42,000	\$ 441,000	\$ 367,500	\$ 42,000	\$ 2,100,000	\$ 4,992,500
LIBRARY															
Library	Library Interior Modifications/Renovations		A			\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	
LIBRARY SUB-TOTAL						\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 190,000
NATURAL RESOURCES															
Natural Resources	Seymor's Pond Restoration (See Wastewater)		1A	CPC-OS/Uc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CPC-OS
Natural Resources	Ford F-150 for Natural Resources Dept		1	FC		\$ -	\$ -	\$ -	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	
NATURAL RESOURCES SUB-TOTAL						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PLANNING															
Planning	Housing Trust/PT Housing Coordinator (See Affordable Housing Trust)		1	CPC-Housing	\$ -	\$ -	\$ -	\$ -	TBD	TBD	TBD	TBD	TBD	TBD	CPC-Housing
PLANNING SUB-TOTAL						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POLICE															
Police	Taser Replacement (5 year Program - 3 of 3 years to Pay)			FC		\$ 14,910	Under \$50K	\$ 14,910	\$ -	\$ -	\$ 37,000	\$ 15,000	\$ 15,000	\$ -	
Police	Replacement of Bullet Resistant Vests (Town Portion (Project 60%))					\$ -	\$ -	\$ -	\$ -	\$ 24,000	\$ -	\$ -	\$ -	\$ -	
Police	Replacement of Bullet Resistant Vests (Federal 40% State ? Has been 40%)					\$ -	\$ -	\$ -	\$ -	\$ 16,000	\$ -	\$ -	\$ -	\$ -	
Police	Ballistic Helmets					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	
Police	Digital Fingerprint Machine (Normal Replacement)					\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Police	Electronic Sign Board					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,000	\$ -	\$ -	\$ -	
POLICE SUB-TOTAL						\$ 14,910	\$ -	\$ 14,910	\$ 30,000	\$ 40,000	\$ 61,000	\$ 15,000	\$ 35,000	\$ -	\$ 195,910

Department	Project	ATM #	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	Notes
PUBLIC WORKS														
Public Works	5 Year Road Maintenance Plan	1B	DE		\$ 700,000	\$ -	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	Traditionally Funded DE Shortterm
Public Works	West Harwich Route 28 Design(\$125K in FY 20 & Construction via Fed Funds)		Ch. 90		\$ 700,000	\$ -	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	State Gas Tax Allocation
Public Works	West Harwich Route 28 Design(Construction via Fed Funds)		Incl. in 5-Yr Pl.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	Design Questions for FY 23
Public Work	Route 39/Pleasant Bay Road Roundabout (If Needed)	1A			\$ -	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	Delay because other actions
Public Work	6 Wheel Dump Truck #7	2	FC		\$ -	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Public Work	Ford E-250 Van #28	3	FC		\$ 35,000	Under \$50K	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Public Works	Catch Basin Cleaner	1	FC		\$ 215,000	\$ 215,000	\$ 215,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Public Works	Vehicle Listing (FY 22 to 27) Summary	E1			\$ -	\$ -	\$ -	\$ 330,000	\$ 320,000	\$ 315,000	\$ 320,000	\$ 355,000	\$ 385,000	
PUBLIC WORKS SUB-TOTAL					\$ 1,650,000	\$ 390,000	\$ 1,825,000	\$ 2,330,000	\$ 1,720,000	\$ 7,365,000	\$ 1,720,000	\$ 1,755,000	\$ 1,785,000	\$ 18,500,000
REC & YOUTH														
Rec & Youth	Brooks and Sen. Memorial Field Fencing Project (R9)	2	CPC-Rec		\$ 112,000	\$ 112,000	\$ 106,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CPC - Rec
Rec & Youth	Sand Pond Revitalization Phase 2 (R8)		CPC-Rec		\$ 83,500	\$ 83,500	\$ 83,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CPC - Rec
Rec & Youth	Whitehouse Field Lighting Improvements	1	CPC-Rec		\$ 455,360	\$ 455,360	\$ 455,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CPC - Rec
Rec & Youth	Whitehouse Field Lighting Improvements (Grants or Matching Funds)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rec & Youth	Red River Beach Bulkhead (23)	1B			\$ -	\$ -	\$ -	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	
Rec & Youth	Cahoon Road Beach Restroom	1			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ -	
RECREATION AND YOUTH SUB-TOTAL					\$ 650,860	\$ 650,860	\$ 645,260	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 770,260
TOWN CLERK														
Town Clerk	Records Retention - Contracting out Records Review and Reduction (TH)	1	CPC - Historic	\$ -	\$ -	Under \$50K	\$ -	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	
Town Clerk	Voting Machines - Updates and Enhancements	1			\$ -	Under \$50K	\$ -	\$ -	\$ 32,500	\$ -	\$ -	\$ -	\$ -	
TOWN CLERK SUB-TOTAL					\$ -	\$ -	\$ -	\$ -	\$ 32,500	\$ -	\$ -	\$ -	\$ -	\$ 32,500
WASTEWATER														
Wastewater	(CWMP Revisions currently under development)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Wastewater	DHY Community Partnership - CWMP Revisions				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	DHY Comm.Partnership will impact
Wastewater	DHY - CWMP Revisions Phase 3 Harwich Share of Treatment		DE*		\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ 17,400,000	\$ -	\$ -	\$ -	\$ -	Harwich Share of DHY Treatment Plnt
Wastewater	DHY - CWMP Revisions Phase 3 Harwich Distribution & Connection				\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 11,200,000	\$ -	\$ -	\$ -	Harwich Cost to Pipe to Plant & System
Wastewater	CWMP Phase 2 Contract 3 Pleasant Bay South	1A	DE*		\$ 8,400,000	\$ -	\$ 8,400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Phase 2 Contract 1 and 2 Underway
Wastewater	CWMP Phase 4 Pleasant Bay(North)Watershed Collection Sys. Des. & Con.				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Wastewater	Evaluate Phosphorus issues in Seymour Pond & Restoration	1C	CPC-Op.Sp.		\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ 350,000	\$ -	\$ -	\$ -	
WASTEWATER SUB-TOTAL					\$ 9,900,000	\$ -	\$ 9,900,000	\$ 1,500,000	\$ 17,475,000	\$ 11,200,000	\$ 350,000	\$ -	\$ -	\$ 4,042,500
WATER														
Water	New Source Exploration (Planning 2021/Development 2023)	1B	Water Rate		\$ 250,000	\$ -	\$ 250,000	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	
Water	Route 28 Water Main Replacement Design and Construction	1B			\$ -	\$ -	\$ -	\$ 100,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	
Water	Station 8 Generator	1			\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Water	Replace Ford Ranger and F-250 Models	2			\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ 75,000	\$ -	\$ -	
Water	Various Access Road Pavement	3C			\$ -	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ -	\$ -	\$ -	
Water	Pleasant Lake Avenue Tank Rehabilitation	1			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000	\$ -	\$ -	\$ -	
Water	Phase 1 Discontinuity of Pipes per Masterplan 6,450 ft of Pipe	1B			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	
WATER SUB-TOTAL					\$ 250,000	\$ -	\$ 250,000	\$ 150,000	\$ 2,125,000	\$ 175,000	\$ 1,825,000	\$ 1,500,000	\$ -	\$ 7,435,171
GRAND TOTALS (Including Other/Private CPC Listed below)					\$ 17,141,045	\$ 3,929,635	\$ 18,291,585	\$ 8,067,655	\$ 24,582,986	\$ 20,421,050	\$ 5,531,519	\$ 5,091,000	\$ 5,039,738	\$ 87,025,533
					Excludes Items under \$50K									
Non-Town/Private	CPC Applications				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Chase Library Associat	Historic Restoration of Door and Entrance (HP 2)		CPC - His	\$ -	\$ -	\$ -	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CPC - Historic
HDHC	Update of Historic Areas and Property Inventory (HP 3)		CPC - His	\$ -	\$ -	\$ -	\$ 34,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CPC - Housing
CDP	Lower Cape Housing Institute (CH5)		CPC - Rec	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
REOS	6.5 Acre Walkers Pond (OS 6)		CPC - OS	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Con Comm	Maintenance of Town Owned Land (R12)		CPC - Rec	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pleasant Bay Boating	P.B. Community Boating Accessible Dock Project (R13)		CPC - Rec	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
HES	Harwich Community Playground Project (R14)		CPC - Rec	\$ -	\$ -	\$ -	\$ 641,035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL INCLUDING Non-Town/Private					\$ -	\$ -	\$ -	\$ 978,035	\$ -	\$ -	\$ -	\$ -	\$ -	
Other/Private	TOTAL CPC Requests				\$ -	\$ -	\$ 978,035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Department	Project	ATM #	Funding Source	BOS/CPC Approved	TA Rec	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	Notes
Funding Summary	Funding Summary												
	Tax Levy				\$ -	\$ 1,750,000	\$ 680,000	\$ 1,480,000	\$ 32,000	\$ 32,000	\$ 35,000	\$ 35,000	
	Borrowing within Prop 2 1/2				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	FC - Free Cash				\$ 866,635	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	RPA - Reauthorized Previous Appropriation				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Community Preservation Funds				\$ 2,502,860	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Cemetery Revenue (Revolving/Grants)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Debt Exclusion				\$ 11,700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Grants				\$ 873,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Golf Funds (Maintenance/Operating/Etc)				\$ 198,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Chapter 90				\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Water Enterprise - Retained Earnings				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Water Enterprise Account - Revenues				\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	OB - Operating Budget				\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Other: Operating Budget Encumbered				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Confirmation Total				\$ 17,141,045	\$ 17,313,550	\$ 8,067,655	\$ 24,582,986	\$ 20,421,050	\$ 5,531,519	\$ 5,091,000	\$ 5,039,738	
	Variance				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
													GRAND TOTAL SEVEN YEARS \$ 6,047,498

Category	Amount	Category	Amount
FREE CASH Available Free Cash	\$ 1,446,115	Community Preservation	
Capital Budget Items Target \$700K	\$ 866,635	Available Est. FY 21	
Monomoy Capital Assess. \$260,748 Plus Special Ed Transition \$175K	\$ -	UND./Rec.	\$ 1,648,079
Snow and Ice	\$ 400,000	Open Sp.	\$ 492,760
OPEB	\$ -	Historic	\$ 489,164
Cultural Center Operations Subsidy	\$ 100,000	Housing	\$ 375,456
Stabilization	\$ -	TOTAL	\$ 3,005,459
Chamber of Commerce	\$ 30,000	REQUEST TOTALS	
Libraries	\$ 20,000	UND./Rec.	\$ 1,615,795
Cultural Council	\$ 3,600	Open Sp.	\$ 1,450,000
Operating Small Capital Items	\$ 15,000	Historic	\$ 109,500
Pleasant Bay Grant & Prior Years Unpaid Bills	\$ 10,880	Housing	\$ 557,500
Available Balance	\$ -	TOTAL	\$ 3,732,795
TOTAL ALLOCATED	\$ 1,446,115	Funding CPC Voted	
		UND./Rec.	\$ -
		Open Sp.	\$ -
		Historic	\$ -
		Housing	\$ -
		TOTAL	\$ 3,005,459





THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Charles D. Baker
Governor

Samantha C. Phillips
Director

Karyn E. Polito
Lieutenant Governor

Thomas A. Turco III
Secretary

October 22, 2019

Thomas Gagnon, Deputy Chief of Police
HARWICH (TOWN OF)
732 Main St.
Harwich, MA 2645

RE: FEMA-4097-DR-MA Hurricane Sandy

Dear Deputy Chief Gagnon:

Enclosed please find the following forms for the federal share of reimbursement under FEMA-4097-DR-MA associated with the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program:

- Contractor Authorized Signatory Listing (CASL) (if applicable)
- Standard Contract Package
 - State Standard Contract Form
 - Attachment A
 - P2 – Project Application Grant Report & PW
 - Project Worksheet FEMA Form 90-91 Subgrant Application
 - Standard Contract Instructions
- P4 – Project Completion & Certification Report
- Summary Sheet for Assurances & Certifications (if not already on file)
- Federal Funding Accounting and Transparency Act Form (FFATA) (if applicable)
- Sub-recipient Pre-Award Risk Assessment Questionnaire (If not already on file)

Please review all information on these forms for accuracy and applicability. Once you have reviewed these documents, please complete and have the Authorized Signatory representing your community or organization sign in the appropriate spaces provided as outlined in the attached **INSTRUCTION SHEET**.

For your records, please make copies of all documents you sign, as MEMA needs all originals from this Package returned.

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
P.O. Box 54
12-I Rear Administration Road
Bridgewater, MA 02324-0054
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599

In accordance with 44 CFR, Section 206.206 applicants to the FEMA PA program have the right to appeal any decision or determination regarding a PA application for federal assistance, including eligibility and the amount of assistance. The appeal must be in writing and contain documented justification supporting the appeal position, specify the monetary figure in dispute and the relevant provisions of federal law, regulation or policy which you believe was inconsistent with FEMA's determination. All appeals must be submitted through MEMA, to FEMA; you have sixty (60) days from the date of this letter in which to appeal this determination. Please contact the MEMA Disaster Recovery Unit with questions or issues related to the appeal process.

The State Standard Contract establishes the total obligation for your project based on state fiscal years, the start and end dates within which all work must take place, and the Contract's purpose (including Attachment A). Once signed by the Massachusetts Emergency Management Agency (MEMA), the contract will be executed and your community or organization will be responsible for all obligations and requirements included or referenced in the contract and its Attachment A.

Please mail original copies of all documents to:

**Massachusetts Emergency Management Agency
Attention: Sherry Leung
400 Worcester Road
Framingham, MA 01702-5399**

MEMA will send an electronic copy of all executed documents to you. When you receive this back, please retain and file them with your completed project applications - these should become part of your official records. All documents associated with this reimbursement must be retained for a period of seven (7) years (beginning from the first day after the final contract payment has been made) or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving the contract.

Please remember, no funds can be disbursed until all requested forms have been completed and the originals returned to MEMA. Fax copies **will not** be accepted.

If you have any questions, please contact Sherry Leung at (508) 820-1463 or at Shirletta.leung@mass.gov.

Sincerely,



Thad Leugemors

Mitigation & Recovery Section Chief

Attachment: **INSTRUCTION SHEET**

Instruction Sheet

Please use this form as a guide to help fill out your State Contract Package. All of the documents included are listed in the order in which they will appear in the contract package, along with directions on which forms need to be filled out and where they need to be signed.

Please keep a copy of all forms for your records.

All forms listed with an “X” marked in the box are included in your contract package and must be signed and returned to MEMA.

CASL - Contractor Authorized Signatory Listing

This form will only be included in the first Contract Package you receive for this disaster.

- The CASL designates who from your municipality/organization is authorized to sign contract documents. Their name should be listed in the box on the first page.
- An Authorizing Officer (such as a town administrator, CEO, Controller, legal counsel, etc.) signs on the first page for all Authorized Signatories allowed to sign contract documents..

Return signed and completed form to MEMA.

Standard State Contract/Contract Amendment – Commonwealth of Massachusetts

- This is the actual State contract, along with related information, where you are signing to receive the dollar amount listed.
- The Authorized Signatory completes the bottom left hand corner of the first page.

Return signed and completed form to MEMA

Attachment A

- The Attachment A outlines disaster related information, the FEMA Public Assistance Program, contractual and programmatic obligations, requirements of the PA program under the Stafford Act and 2 CFR 200, and additional sub-recipient related requirements .
- The Authorized Signatory signs on the last page.

Return signed and completed form to MEMA

FFATA – Federal Funding Accountability and Transparency Act form

- The FFATA certifies that you, as the applicant, are receiving federal funds that are subject to public record.
- Only check off and complete table on Part 2 if your municipality/organization meets the criteria listed.
- The Authorized Signatory signs at the bottom of the form.
- Required on single or aggregate contract amounts over \$24,999.99.

Return signed and completed form to MEMA

MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire

- This form is asking the sub-recipient (applicant) to report any federal funding you received and any changes in your grant management procedures in the previous two fiscal years.
- Please complete the corresponding sections on the second page if you answer “yes” to any of the questions.
- Authorized Signatory signs at the bottom of the form.

Return signed and completed form to MEMA

Summary Sheet for Assurances and Certifications

This form will only be included in the first Contract Package you receive for this disaster.

- This is a FEMA form that outlines the assurances and certifications of receiving federal funds that you are agreeing to comply with.
- After completing the top section on pg.1, you will either certify to Part I (non-construction) or Part II (construction), depending on the nature of work completed in your project.
- You will certify to Parts III and/or IV, if applicable.
- The Authorized Signatory signs on the first page.

Return signed and completed form to MEMA

Certification of Compliance with Federal Procurement Standards

- This form must be signed by the person who manages or conducts procurement for the sub-recipient

Project Worksheet (90-91) and Project Application Grant Report (P.2)

- The Project Worksheet (90-91) is included to show the applicant the final damage description, scope of work, and project related information for a Project Worksheet (PW).
- Insurance Narrative included if there are actual or anticipated insurance proceeds assoc. with PW.
- The Project Grant Application (P.2) is included to show the 100% and 75% FEMA cost shares associated with a project.

Return to MEMA but do NOT need to be signed

Project Completion and Certification Report (P.4)

- The P.4 is where the sub-recipient signs to certify that 100% of all the work on this project has been completed.
- If the work is **NOT** 100% complete at the time you receive the contract package, hold onto the P.4 and return it to MEMA when the work is 100% complete.
- The Authorized Signatory signs in the top left hand corner on the second page.

Return signed and completed form to MEMA, if work is 100% complete

Record of Environmental Consideration (If applicable)

- Retain for your records

Insurance Narrative (if applicable)

- Retain for your records

Notification Letter

Determination Memo

Once complete, please return **original** forms to:

Massachusetts Emergency Management Agency
ATTN: Sherry Leung, Contract Specialist
400 Worcester Road,
Framingham, MA 01702

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: HARWICH (TOWN OF) (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: CDA Massachusetts Emergency Management Agency MMARS Department Code: CDA
Legal Address: (W-9, W-4,T&C): 732 Main St., Harwich, MA 02645	Business Mailing Address: 400 Worcester Road Framingham, MA 01702
Contract Manager: Thomas Gagnon, Deputy Chief of Police	Billing Address (if different):
E-Mail: tgagnon@harwichpolice.com	Contract Manager Shirletta Leung, Grants Support Coordinator
Phone: 508-962-7234 Fax:	E-Mail: Shirletta.leung@mass.gov
Contractor Vendor Code: VC6000191822	Phone: 508-820-1436 Fax: 508-820-1401
Vendor Code Address ID (e.g. "AD001"): AD001 ____ (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): CTFEMA4097HARWI00154 RFR/Procurement or Other ID Number: FEMA-4097-DR-MA Hurricane Sandy
<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ 46,865.49	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: All work is subject to the Stafford Act and all requirements of 'Attachment A' are incorporated under the contract. (Reference CFDA # 97.036) PW-00154(1) To reimburse for FEMA 4097 – Hurricane Sandy . Debris Removal-Townwide.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of ____, 20 __, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input checked="" type="checkbox"/> 3. were incurred as of 10/27/2012 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of 2/28/2020 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>

PW-00154(1)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#)."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s Policy](#).

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, §9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance

obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, §9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c.30, § 39R](#); [G.L. c.149, § 27C](#); [G.L. c.149, § 44C](#); [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#); [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor

is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 USC Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.



Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

[Executive Order 481](#), [Prohibiting the Use of Undocumented Workers on State Contracts](#). For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

[Executive Order 130](#), [Anti-Boycott](#). The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

[Executive Order 346](#), [Hiring of State Employees By State Contractors](#). Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

[Executive Order 444](#), [Disclosure of Family Relationships With Other State Employees](#). Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

[Executive Order 504](#), [Regarding the Security and Confidentiality of Personal Information](#). For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

[Executive Orders 523, 524 and 526](#), [Executive Order 526](#) (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)), [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY

MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Thomas A Turco III
Secretary

Samantha C. Phillips
Director

October 22, 2019

MEMA Scope, Terms, and Conditions (Attachment A)
CTFEMA4097HARWI00154

Disaster Declaration

On October 27, 2012 a Hurricane (Sandy) brought significant impacts to Massachusetts with damaging high winds and coastal storm surge resulting in flooding. As a result, Massachusetts received a Presidential declaration of disaster designated **FEMA-4097-DR** on December 19, 2012 for Barnstable, Bristol, Dukes, Nantucket, Plymouth and Suffolk Counties.

Parties

HARWICH (TOWN OF) ("Contractor" or "Sub-grantee") is an eligible public or private not-for-profit entity that has submitted a request for public assistance as an applicant to the Federal Emergency Management Agency (FEMA) Public Assistance Program and has received an approved award. The Commonwealth of Massachusetts, acting through its Massachusetts Emergency Management Agency ("Department"), is the Federal Grantee responsible for administering all public assistance as pass-through grants for FEMA. The Contractor is a Sub-Grantee of the Commonwealth of Massachusetts that enters into contract # **CTFEMA4097HARWI00154** as described in this Attachment A.

Applicable Laws and Regulations

This contract is issued as a grant by the Commonwealth of Massachusetts and is subject to all applicable laws and regulations including, but not limited to, MGL Chapter 29, 815 CMR 2.00 and the Commonwealth Standard Terms and Conditions. Funding is provided to the Commonwealth by FEMA as federal assistance for the major disaster designated FEMA-4097-DR-MA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR. The Contractor is responsible for compliance with any and all applicable federal and state laws, statutes, rules, regulations, and policies. It is also the responsibility of the Contractor to maintain detailed records of documents concerning the bidding, execution, payment, and completion of this project in compliance with state and federal audit requirements.

Audit Responsibilities

Contractor, as sub-grantee, is subject to the above federal and state regulations and related requirements. Contractor non-compliance may result in an audit finding and subsequent repayment of funds to the Federal Government. Approval of a project, project costs, contract or payment by either FEMA or MEMA does not exempt the Contractor from any of its obligations. Should a state, federal, or local audit reveal that actions taken by the Contractor, regardless of previous approval by either FEMA or MEMA, do not comply with regulations, the Contractor agrees to repay the required amounts in the manner and timeframe expected.

Purpose

The FEMA Public Assistance (PA) program reimburses approved applicants for the federal share (75%) of eligible costs incurred by the Contractor for emergency protective measures taken by the Contractor to save lives, protect public health and safety, or prevent damage to improved public or private property or for permanent work to restore a damaged facility to its pre-disaster status as a result of damage from this declared disaster. This sub-grant contract provides federal share funding, through the Department, for the specific projects listed in the attached PW – Project Worksheet FEMA Form 90-91 Subgrant Application **PW-00154(1)**.

Work Completion

Due to the unexpected nature of disasters, the effective contract start date on the Standard Contract signature page will most often be earlier than the dated signatures for both the Department and Contractor. The Contractor may be reimbursed for approved activity taking place no earlier than the effective start date as indicated on the Standard Contract signature page and extending to no later than 12/31/2013. All performance must be completed within these dates unless a State Standard Contract Amendment is executed by both parties prior to the current end date. Project extensions may be granted by either FEMA or MEMA on a case-by-case basis in accordance with FEMA PA program policy. It is the responsibility of the Contractor to submit a completed time extension request to MEMA before the established time frame for completing eligible work expires. FEMA regulations provide reimbursement only for those costs incurred up to the latest approved completion date for a particular project.

Contract Date

Work must be completed based on FEMA's time limits for each category of work. The contract end date only applies to the contract, and is not the date of which work is to be completed.

Budget

The Contractor has applied to FEMA for disaster assistance and has been approved for **\$ 62,487.32** in total eligible costs. This contract is awarded to reimburse Contractor for 75% of eligible costs based on FEMA PA requirements. Funds may be expended only for the purposes described within the Scope of Work of the approved Project Worksheet, which is hereby incorporated into this contract.

The total value of this contract is determined by the FEMA-approved Project Worksheet. Funding is made available over the life of the contract and is allocated based on state fiscal year projections (July 1 – June 30).

The total value of this contract is **\$ 46,865.49**. Fiscal year spending is projected as follows:

FY20: **\$ 46,865.49**

Amendments to fiscal year projections must be requested no later than May 1 to ensure a revised contract is executed prior to the end of the state fiscal year. FEMA approval is not required for an amendment to the state fiscal year budget as long as activity remains within the FEMA approved period of performance. Contractors cannot be reimbursed for costs over and above the fiscal year budget.

Payments

The Contractor is responsible for procurement, documentation, and expenditure of all funds used to support the project. All payments are subject to verification by the Department. Due to the unplanned nature of disasters, it is understood that many projects will have incurred 100% of their costs prior to contracting with MEMA.

The Contractor agrees that any overpayment of funds to the Contractor will be returned promptly to MEMA, in the manner and time frame determined by MEMA.

'Small' and 'Large' Project Payments

A 'Small Project' is eligible for payment immediately after execution of the state contract. FEMA-designated Small Projects (less than \$67,500 for FFY2013) will be fully reimbursed after a state contract has been properly executed, even if the work has not been completed (44 CFR 13.21 and 206.205). Sub-recipients must submit all required documentation and a signed P.4 when the work is completed. The Department will review documentation to ensure work was related to the approved project. Per 44 CFR 206.205, if actual spending on a Small Project is less than the approved project amount, the sub-recipient is not required to return the funds. However, any Contractors seeking additional funds for Small Projects must apply overages from other Small Projects before additional federal funds can be approved. Failure to complete a small project may require that reimbursement of federal funds be returned to the Department.

FEMA-designated 'Large Projects' (greater than \$67,500 for FEMA-4097-DR-MA) are paid on actual costs incurred for eligible work (not on cost estimates) and payment will be made upon receipt of all required supporting documentation. If the project is 100% complete at the time of FEMA approval, the Contractor must provide a signed P.4 as an invoice/payment request. Projects that are not 100% complete may be paid at the completion of the project or periodically throughout the life of the project as partial payments for actual costs incurred for FEMA-eligible work. All payment requests must be accompanied by proper back-up documentation including proof of payment. The Contractor will be reimbursed only for the amount of eligible, documented actual costs incurred. A signed P.4 is required for final payment of large projects accompanied by an approved 100% FEMA PW. All projects are subject to periodic inspection and verification by FEMA and/or MEMA personnel. Payment for Large Projects shall be no more than 75% of actual work supported by documentation of the work and match.

Sub-recipient Match

The use of FEMA funds for their stated purposes requires a 25% non-federal cost-share contribution from the Contractor per 44 CFR 206.65. Cost-share contributions may be satisfied by either or both of: (1) allowable costs incurred under the scope of performance for the PW funded by this contract and paid from non-federal sources, and/or (2) the value of third party in-kind contributions applicable to the period to which the cost-sharing requirements apply. Allowable costs paid from non-federal sources must not count towards satisfying a cost-sharing or matching requirement of any other award of federal funds. Execution of this contract

constitutes the Contractors certification that it is applying non-federal sources to meet its cost-share obligation (44 CFR 13.24).

All recipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. These records shall include both Federal funds and all matching funds of State, local, and private organizations, when applicable. MEMA will verify match at time of payment for Large Projects or at Close-out for Small Project through an examination and accounting of invoices submitted equal to 100% of the approved work.

Reporting

Contractor is a federal grant sub-recipient and therefore subject to all federal reporting requirements associated with FEMA-4097-DR-MA.

For any 'large project' not 100% completed at the time of contracting the Contractor must submit quarterly progress reports as required by the Department.

The Contractor must submit a P.4 Report for any 100% completed PW to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the project was completed and payments were made in compliance with the provisions of this contract and all other applicable governing documents.

Federal Funding Accounting and Transparency Act (FFATA)

FEMA federal funds are subject to the Federal Funding Accounting and Transparency Act (FFATA). Sub-recipient agrees to abide by FFATA regulations and to submit the attached FFATA form along with its contract package.

A-133 Audit Reports

Per Office of Management and Budget (OMB) regulations, sub-recipient is subject to A-133 audit requirements. Sub-recipient agrees to submit a copy of any A-133 audits reports to MEMA. Sub-recipient further agrees to notify MEMA of any A-133 audit findings specifically related to FEMA funded activities. Sub-contractor acknowledges that a Corrective Action Plan may be required by MEMA for related findings prior to execution of contracts or issuance of payments. Sub-recipient agrees to abide by OMB regulations and to submit the attached A-133 acknowledgement form as part of this contract package.

Records Management

Contractor is responsible for compliance with all state and federal audit requirements either as the subject of direct federal or state audits or indirectly as a sub-recipient of the state. Eligible work will be determined by FEMA at the time the PW is approved. All work must be compliant with approved project and documented as such. Expenditures are subject to requirements set forth in OMB Circular A-133.

The Contractor agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of seven (7) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract and/or any approved PWs funded by it. All of the following records may not be applicable to every project, but everything that does pertain to a project should be filed with the corresponding Project Worksheet.

Required Contract Forms

The Contractor must complete and return the required forms. All forms must be submitted at the time of this contract execution and prior to the release of any funds for reimbursements. Copies of all executed documents shall be returned to Contractor for record retention purposes.

- Contractor Authorized Signatory Listing (CASL) (if applicable)
- State Standard Contract Package
 - State Standard Contract Form
 - Attachment A
 - Project Grant Application (P.2)
 - Project Worksheet (PW)– Form 90-91 (including any FEMA environmental/historic preservation conditions or other special review conditions such as insurance issues or hazard mitigations proposals)
- Project Completion and Certification Form (P.4)
- FEMA Summary Sheet for Assurance and Certification (Forms 20-16) (if not already on file)
- Terms and Conditions (if not already on file)
- W9 & DUNS Number– (if not already on file)
- Electronic Funds Transfer (EFT) – (if not already on file)
- Federal Funding Accounting and Transparency Act (FFATA) Form
- OMB A-133 Sub-recipient Form

By signing below, the Contractor is acknowledging and certifying they understand and will comply with the scope, terms and conditions as described above:

Print Name

Signature

Title

Date

Federal Funding Accountability and Transparency Act Compliance Form

Please complete and return this form with contracts.

Part 1. In order to comply with the Federal Funding Accountability and Transparency Act (FFATA), the Massachusetts Emergency Management Agency may only award grants and contracts to entities with the Dun and Bradstreet Data Universal Numbering System numbers (DUNS). DUNS numbers are used as identifiers for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and sub-recipients. The DUNS number will be used throughout a grant's life cycle. Please consult your accounting department to obtain your organization's nine-digit DUNS number. If necessary, you may obtain one by calling 1-866-705-5711 or by applying online at <http://fedgov.dnb.com/webform/displayHomepage.dio>.

Table 1. Award Information

Name of Entity Receiving Award	HARWICH (TOWN OF)
Street Address	732 Main St.
City, State, Zip	Harwich, MA 02645
Contact Name	Thomas Gagnon, Deputy Chief of Police
Contact Phone Number	508-962-7234
Congressional District	9th
Amount of Award	\$ 46,865.49
Nine-Digit DUNS Number	079518239
Transaction Type	Reimbursement
CFDA number or NAICS code	97.036
Program Source	DRMAP-4097
Award Title	FEMA Public Assistance

Part 2. FFATA requires information be collected regarding executive compensation. If the gross revenue of your organization exceeds \$25,000,000, more than 80% of the gross revenue is from federal sources, and the public does not have access to this information through other government reports the names, titles, and salaries of the executives with the five highest salaries must be provided. If your organization meets these criteria, please complete Table 2. If your organization does not meet these criteria, please check the statement above the table.

_____ The gross revenue of my organization does not exceed \$25,000,000 and more than 80% of the gross revenue of my organization is not from federal sources and or compensation information is available to the general public.

OR

Table 2 Executive Compensation (by Salary)

First and Last Name	Title	Annual Salary

Signature of authorized official (signed in blue ink)

Date

Printed name of Authorized Official

Title

Certification of Compliance with Federal Procurement Standards

All sub-recipient spending under the FEMA Public Assistance Program must comply with the federal procurement standards described in 2 CFR 200.317 through 200.326¹. Sub-recipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws and regulations. **Non-compliance with the applicable procurement regulations can result in unallowable costs and no reimbursement.**

If the sub-recipient does not have documented procurement procedures, MEMA will not provide a contract. If the sub-recipient's procurement procedures are inadequate, MEMA will not provide a contract until appropriate revisions have been made to assure all expenditures will be made in compliance with the applicable federal, state, local, and tribal procurement requirements.

These questions must be responded to by the person who manages and/or conducts procurement for the applicant as a whole (i.e., for municipal programs, this form must be completed and signed by the person who manages and/or conducts procurement on behalf of the municipality).

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices (*applicant should state Yes or No*) YES NO

2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.326 (*applicant should state Yes or No*) YES NO

Name of person completing this form _____

Title _____

Signature _____

Email _____

Telephone _____

Sub-Recipient Organization Name: **HARWICH (TOWN OF)**

¹ These regulations may be found in their entirety on the U.S. GPO's website here:
<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Capture Date: 10/22/2019 12:29

**Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4097-DR-MA**

Number of Records: 1

Applicant ID: 001-29020-00
Bundle # : PA-01-MA-4097-State-0012(10)

Applicant: HARWICH (TOWN OF)

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-4097-PW-00154(0)	A	N	06-19-2013	62,487.32

Facility Number:

1

Facility Name:

Debris Removal

Location:

Town Wide

Work Completed

DPW removed 25.99 Tons of debris. The debris was hauled to the towns disposal area. A total of 889 regular hour and 339 OT hours.

Force Account Labor totals \$41,441.34

Force Account Equipment totals \$17,305.85

Contracts Total \$3036

DAC \$704.12

Applicants may use force account resources to monitor their debris removal operations. Monitoring was provided by the Applicant using its own labor forces. Monitoring Costs have been captured in Force Account. The Applicant has submitted adequate documentation that demonstrates that the force account labor costs was for work that directly related to eligible PA debris removal operations.

Project Notes

For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (PA Digest pg 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under/run). A final PW will be required in EMMIE to capture all the eligible costs for the small projects.

The subgrantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR-13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other subgrantee activities and are not included in any indirect cost rates.

The project specialist has reviewed all documentation required for this Project Worksheet (PW) and these documents are attached to the PW and on file at the subgrantee's offices.

Federal funding is contingent upon Applicant acquiring all necessary Federal, State and local permits. Noncompliance with this requirement may jeopardize the receipt of Federal funds.

As described in 44 CFR 13.43, Applicant must maintain all work-related records for a period of three (3) years from applicant closure (final payment); all records relative to this project worksheet are subject to examination and audit by the State, FEMA, and the Comptroller General of the United States and must reflect work related to disaster specific costs.

Scope of Work:

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	62,487.32	0.00	62,487.32
Federal Share (\$)	46,865.49	0.00	46,865.49



PA-01-MA-4097-PW-00154(1) <u>P</u>	
Applicant Name: HARWICH (TOWN OF)	Application Title: HRAWB01- Debris Removal - DPW
Period of Performance Start: 12-19-2012	Period of Performance End: 06-19-2013

Bundle Reference # (Amendment #)	Date Awarded
PA-01-MA-4097-State-0012(10)	08-19-2013

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER FEMA 4097 - DR -MA	PROJECT NO. HRAWB01	PA ID NO. 001-29020-00	DATE 03-25-2013	CATEGORY A
APPLICANT: HARWICH (TOWN OF)		WORK COMPLETE AS OF: 11-02-2012 : 100 %		
Site 1 of 1				
DAMAGED FACILITY: Debris Removal		COUNTY: Barnstable		
LOCATION: PA-01-MA-4097-PW-00154(0): Town Wide		LATITUDE: 41.692064	LONGITUDE: -71.070012	
DAMAGE DESCRIPTION AND DIMENSIONS: PA-01-MA-4097-PW-00154(0): The GPS coordinates for this Project Worksheet are recorded at 41.692064 -70.070012 and defines the location of the Town of Harwich Community Rec Center located at 100 Oak Street During the declared incident period of, October 27th through November 8th 2012, Hurricane Sandy produced severe winds, storm surge, and flooding, which resulted in extensive damage across Barnstable County. During the event, the town of Harwich was subsequently faced with a wide variety of significant damages, including depositing large amounts of debris throughout the town. A total of 25.99 Tons of debris was tranfered to the Harwich disposal area. The GPS for the Harwich disposal area is 41.69437, -70.093894. Current Version:				
SCOPE OF WORK: PA-01-MA-4097-PW-00154(0): Work Completed DPW removed 25.99 Tons of debris. The debris was hauled to the towns disposal area. A total of 889 regular hour and 339 OT hours. Force Account Labor totals \$41,441.34 Force Account Equipment totals \$17,305.85 Contracts Total \$3036 DAC \$704.12 Applicants may use force account resources to monitor their debris removal operations. Monitoring was provided by the Applicant using its own labor forces. Monitoring Costs have been captured in Force Account. The Applicant has submitted adequate documentation that demonstrates that the force account labor costs was for work that directly related to eligible PA debris removal operations. Project Notes				

For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (PA Digest pg 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under/run). A final PW will be required in EMMIE to capture all the eligible costs for the small projects.

The subgrantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR~13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other subgrantee activities and are not included in any indirect cost rates.

The project specialist has reviewed all documentation required for this Project Worksheet (PW) and these documents are attached to the PW and on file at the subgrantee's offices.

Federal funding is contingent upon Applicant acquiring all necessary Federal, State and local permits. Noncompliance with this requirement may jeopardize the receipt of Federal funds.

As described in 44 CFR 13.43, Applicant must maintain all work-related records for a period of three (3) years from applicant closure (final payment); all records relative to this project worksheet are subject to examination and audit by the State, FEMA, and the Comptroller General of the United States and must reflect work related to disaster specific costs.

Current Version:

Amendment 1: This Project Worksheet was obligated on 8/19/2013; The Federal share obligated was \$46,865.49.

Funds obligated pursuant to this Project Worksheet are subject to expenditure time limits imposed under Section 904(c) of the Disaster Relief Appropriations Act, 2013, Pub. L. No. 113-2 (2013), and are required to be expended by the grantee or subgrantee (paid as an outlay of money in furtherance of the grant purpose) within 730 days of the date FEMA obligates funds for this Project Worksheet in its financial system. Any funds not expended by the grantee or subgrantee within 730 days will be deobligated by FEMA within 30 days from the end of this 730 day period and funds not withdrawn and not expended must be returned to FEMA within 30 days from the end of the 730 day period, ceasing FEMA's financial liability.

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	--

Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
1	0000	***** WORK COMPLETED *****	0/LS	\$ 0.00	\$ 0.00
2	9011	LABORER, OVERTIME	1/HR	\$ 11,555.92	\$ 11,555.92
3	9008	EQUIPMENT	1/LS	\$ 17,305.85	\$ 17,305.85
4	9001	CONTRACT SERVICES	1/LS	\$ 3,036.00	\$ 3,036.00
5	9802	Hurricane Sandy (Force Account Straight Time Debris Removal)	1/LS	\$ 29,885.43	\$ 29,885.43
6	9901	DIRECT ADMINISTRATIVE COSTS	1/LS	\$ 704.12	\$ 704.12
				TOTAL COST	\$ 62,487.32

PREPARED BY WANDA BROWN	TITLE Project Specialist	SIGNATURE
APPLICANT REP. Lee Culver	TITLE EM Director	SIGNATURE

Generated Date: 10/22/2019 12:27

**Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Disaster: FEMA-4097-DR-MA**

Applicant FIPS ID: 001-29020-00 **Applicant/Subdivision Name:** HARWICH (TOWN OF)

<u>PW#</u>	<u>Amendment #</u>	<u>Approved Proj. Amt.</u>	<u>Cost Share</u>	<u>Cat</u>	<u>Bundle</u>	<u>Work Done By</u>	<u>Projected Compl. Date</u>	<u>% Compl. at Insp.</u>	<u>Elig Amount</u>	<u>Actual Date Completed</u>	<u>Amt. Claimed by Applicant</u>	<u>Comments</u>
PA-01-MA-4097-PW-00154	1	\$0.00	N	A			06-19-2013	100	\$0.00		\$	
	0	\$62,487.32	N	A	PA-01-MA-4097-State-0012(10)	<i>force contract</i>	06-19-2013	100	\$62,487.32	<i>11-30-12</i>	<i>\$ 62,487.32</i>	
Total for 2 PWs:		\$62,487.32									\$	
Subgrantee Admin:		\$0.00										
Grand Total:		\$62,487.32										

Generated Date: 10/22/2019 12:27

Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Disaster: FEMA-4097-DR-MA

Applicant FIPS ID: 001-29020-00 Applicant/Subdivision Name: HARWICH (TOWN OF)

Certification

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.

I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ 62,487.32

Signed: _____ Date: _____

Signed: _____ Date: _____

Applicant's Authorized Representative

Governor's Authorized Representative

PW
00154

19:39:00

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-01-MA-4097-PW-00154

Title: HRAWB01- Debris Removal - DPW

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi Date:	Level: STATEX
EIS Notice of Intent Date:	EIS ROD Date:	

Comments: Town of Harwich, Barnstable County (41.697747 -70.096058). The applicant has performed debris management activities for this disaster. The debris consisted of 25.9 tons of vegetative material. The debris was collected on applicants roads and ROWs and taken to the Harwich Transfer Station located at 209 Queen Ann Road, Harwich, MA to be chipped. This project has been determined to be Statutorily Excluded from Environmental review in accordance with 44 CFR Part 10.8 (c). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
- tbrook15 - 04/09/2013 18:59:29 GMT

Version (1) is for an administrative only; the original Environmental Determination of 04/09/2013 remains valid. This action will not affect the previous environmental clearance. No further Environmental/Historic review is required unless there is a change to the scope of work. - auhlan - 01/14/2014 19:14:20 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
	No Catex Categories were selected	

EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	
	Completed	State administering agency does not require consistency review - Review concluded	

19:39:00

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-01-MA-4097-PW-00154

Title: HRAWB01- Debris Removal - DPW

Environmental Law/ Executive Order	Status	Description	Comments
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO 11988: Per 44 CFR part 9.5(c)(12) Project is exempt from floodplain management review. EO 11988: Per Flood Insurance Rate Map (FIRM) community map and panel number 25007c0057h dated 9/4/2009; the project transfer station is located outside the Special Flood Hazard Areas (SFHA) (100-year floodplain). - tbrook15 - 04/09/2013 19:04:53 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO 11990: Per 44 CFR part 9.5(c)(12) Project is exempt from EO 11990 review. - tbrook15 - 04/09/2013 19:10:18 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: After reviewing the project scope of work and the Endangered Species Occurrence Data provided by the USFWS, there will be no affect to any federally listed threatened or endangered species. - tbrook15 - 04/09/2013 19:00:45 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project not located within a flyway zone - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Not type of activity with potential to affect historic properties - Review concluded	NHPA: This project will have limited to no effect on historic properties according to the stipulations provided in Appendix C of the Massachusetts Programmatic Agreement (2011). The scope of work, as described, meets Programmatic Allowances Section I. A & B. At this time, no consultation with SHPO or tribes is required; however, if the scope

01/14/2014

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

19:39:00

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-01-MA-4097-PW-00154

Title: HRAWB01- Debris Removal - DPW

Environmental Law/ Executive Order	Status	Description	Comments
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	of work changes this project needs to be resubmitted for further EHP review. - tbrook15 - 04/09/2013 19:00:19 GMT

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



**From the Office of
Christopher Clark
Town Administrator**

Memo

To: All Departments
From: Christopher Clark, Town Administrator
Date: May 1, 2019
Re: Holidays for FY 2020

- Independence Day.....Thursday, July 4, 2019
- Labor DayMonday, September 2, 2019
- Columbus DayMonday, October 14, 2019
- Veterans' DayMonday, November 11, 2019
- Thanksgiving.....Thursday, November 28, 2019
- Day after Thanksgiving.....Friday, November 29, 2019
- Christmas DayWednesday, December 25, 2019
- New Year's DayWednesday, January 1, 2020
- Martin Luther King Day.....Monday, January 20, 2020
- Presidents Day.....Monday, February 17, 2020
- Patriots Day.....Monday, April 20, 2020
- Memorial Day.....Monday, May 25, 2020

Please note that the above is subject to change.