

Town of Harwich
BOARD OF WATER/WASTEWATER COMMISSIONER'S MEETING AGENDA*
Friday, August 28, 2020, 1:00 pm

REMOTE PARTICIPATION ONLY
OPEN PUBLIC FORUM

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

1. First, send an email to: **dpelletier@harwichwater.com**
(Send emails at any time after the meeting agenda has been officially posted)
 - a. In the subject line enter "request to speak Jane Doe"
 - b. Replace Jane Doe with your name - No need to add any more detail to email
2. Please wait until the Chairman has opened this agenda item for Open Public Forum
3. **Dial: 1-571-317-3112**
4. **Enter Access Code: 488-074-581**
5. Please be patient and eliminate any background noise
6. Callers will be taken in the order the emails are received
7. When your name is called use *6 to unmute yourself

I. CALL TO ORDER

II. CONSENT AGENDA

- A. Minutes
1. July 31, 2020

III. ABATEMENTS

IV. OLD/UNFINISHED BUSINESS

- A. Water Rates- *Discussion*
- B. Water Commission's Authority over Department Staff- *Discussion*

V. NEW BUSINESS

- A. Wastewater- *Update*
- B. Nexamp Solar- *Update*
- C. DWSP Grant- *Update*

VI. SUPERINTENDENT'S REPORT

VII. COMMISSIONER'S REPORT

VIII. CORRESPONDENCE/ANY OTHER BUSINESS

IX. NEXT MEETING: TBD

X. OPEN PUBLIC FORUM

- A. See dial in instructions above

XII. ADJOURNMENT

**Per the Attorney General's Office: The Board of Water Commissioners 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 are a person with a disability who requires an accommodation, contact the Water Department Office at 508-432-0304 x.0 or by email at customerservice@harwichwater.com*

Authorized Posting Officer:

Tracey Alves

Tracey Alves, Board Secretary

Posted By: _____

Town Clerk

Date: _____

II. CONSENT AGENDA

A. Minutes

**MINUTES
HARWICH WATER DEPARTMENT
BOARD OF WATER COMMISSIONERS
FRIDAY, JULY 31, 2020
1:00 P.M.**

WATER COMMISSIONER'S PRESENT: Chair Gary Carreiro, Vice Chair Judith Underwood, Clerk Allin Thompson

OTHERS PRESENT: Superintendent Dan Pelletier, Russ Kleekamp of GHD Consulting Services

CALL TO ORDER

Present for the meeting was Superintendent Pelletier, Chair Carreiro, Vice Chair Underwood, Clerk Thompson and Russ Kleekamp of GHD Consulting Services. Chair Carreiro called the meeting to order at 1:00 p.m.

CONSENT AGENDA

A. Minutes:

1. July 17, 2020

Vice Chair Underwood motioned to approve the minutes of July 17, 2020 with a second by Chair Carreiro, 3-0-0.

OLD UNFINISHED BUSINESS

B. Pleasant Lake Tank Upgrade Project Design Contracts

Superintendent Pelletier introduced Russ Kleekamp of GHD Consulting Services. An overview of the Pleasant Lake Tank Upgrade Project Design contract was provided. There are two firms involved in modifying the structural components of the elevated water storage tank. Tank Industry Consultants will handle the interior work that needs to be done and GHD Consulting Services will design and address the exterior work needed to connect the new fill pipe to the tank.

Clerk Thompson moved to authorize the Chair to sign the contract for the Commissioners to enter into the agreement. Vice Chair Underwood seconded the motion. A roll call vote was taken with all Board members in favor; 3-0-0.

A. Superintendent's Evaluation

The Board evaluated Superintendent Pelletier's performance as Superintendent and thanked him for his hard work! Clerk Thompson moved to approve the total evaluation as presented. Vice Chair Underwood seconded the motion. A roll call vote was taken with all Board members in favor; 3-0-0.

NEW BUSINESS

A. Water Commission's Authority over Department Staff

The Board discussed the topic of the Town Administrator's authority over Water Department staff. Superintendent Pelletier will research the history of this topic and it will be added onto the agenda at a later date for further discussion.

B. Capital Plan- Drinking Water Supply Protection Grant Funds

Superintendent Pelletier informed the Board of the steps necessary in order to apply for the Drinking Water Supply Protection Grant. The Board is interested in proceeding.

SUPERINTENDENT'S REPORT

A. Department Fleet

Superintendent Pelletier informed the Board that the Department has two trailers that have been compromised. The 1997 construction trailer is compromised and the estimated cost for repair is \$10,260 - \$11,260 to rewire, replace the deck, blast and paint. The major part of the repair is that 6 of the 8 brakes are not working. The 1991 Utility trailer is the other trailer that is compromised and DPW recommended replacement.

Chair Thompson moved that both trailers be replaced. Vice Chair Underwood seconded the motion. A roll call vote was taken and all Board members were in favor; 3-0-0.

Superintendent Pelletier also advised that the Board consider allowing the Department to consider purchasing a roller. The Department currently rents a roller each time one is needed. The estimated cost of a used 2018 roller is \$9,044. Vice Chair Underwood moved that the Department purchase a roller. Clerk Thompson seconded the motion. A roll call vote was taken to approve with all Board members in favor; 3-0-0.

COMMISSIONER'S REPORT

Vice Chair Underwood informed the Board that she will be sharing the link to a documentary she saw called "Water Systems Around the World."

NEXT MEETING

The next Board meeting date will be Wednesday, August 12, 2020 at 1:00 p.m.

ADJOURNMENT

Chair Carreiro motioned to adjourn at 1:53pm. Clerk Thompson moved the motion with a second by Vice Chair Underwood. Roll call vote was taken, all in favor; 3-0-0.

Gary Carreiro, Chairman

Dan Pelletier, Superintendent

Judith Underwood, Vice Chair

Tracey Alves, Board Secretary

Allin P. Thompson, Clerk

IV. OLD/UNFINISHED BUSINESS

A. Water Rates



Harwich Water Department

196 Chatham Road • Harwich, MA • 02645

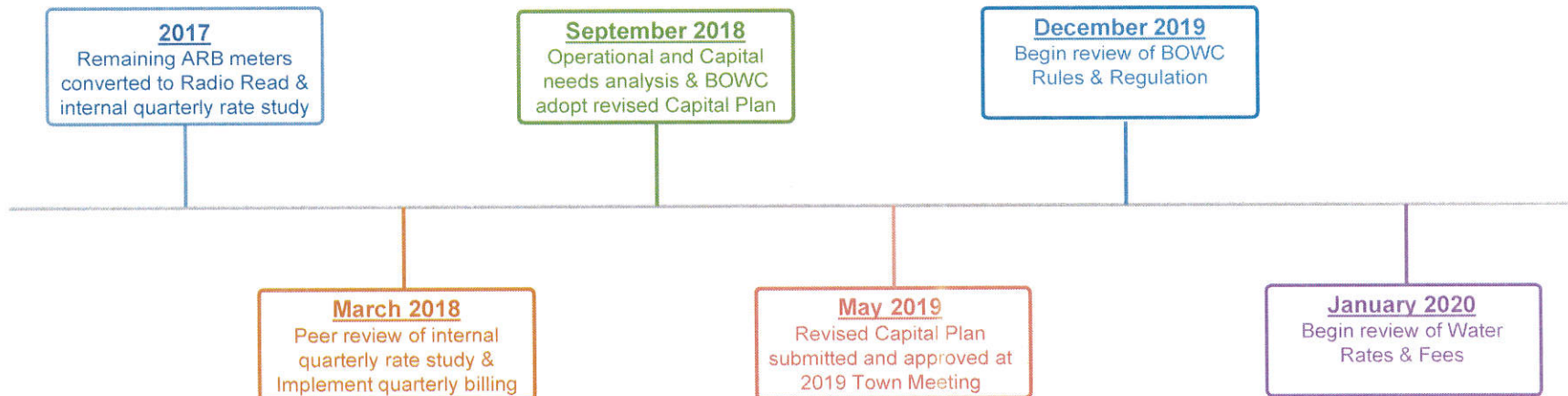
Rate Increase Analysis

August 2020



Introduction & Background

In 2018 the Board of Water Commissioners along with department staff began a comprehensive review of the Departments needs with respect to existing & future infrastructure upgrades, system redundancy, water production and operating expenses. This review prompted significant revisions to the departments Capital Plan which was voted and adopted by the Water Commission in September of 2018. Following the adoption of the new Capital Plan the department completed a thorough analysis of future water use, revenue projections and the Departments ability to fund future operational and capital expenses. The results of this analysis indicate that existing water rates are not sufficient to support department operations and capital needs beyond fiscal year 2021. Upon confirmation that a rate increase will be required the Water Commission has developed 11 unique rate structure scenarios for consideration, the details of which are included in this presentation.

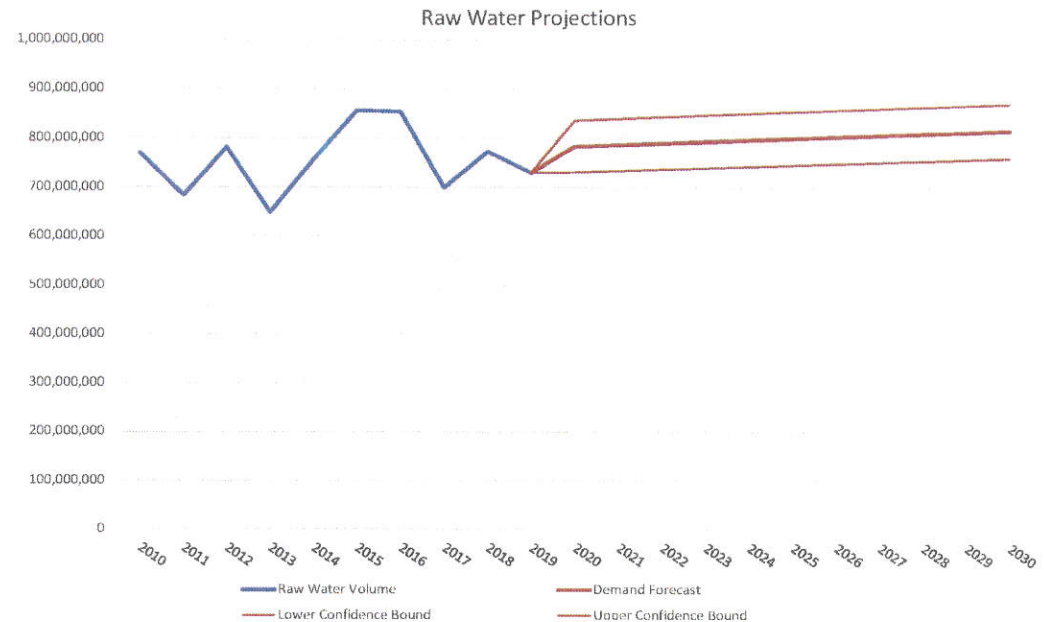




Demand Projection

Raw Water Projections:

Prior to evaluating the effectiveness of each rate increase scenario the department had to establish future demand projections. Raw water projections were forecast using linear regression to establish a line of best fit based on 10 years of historical water production. As can be seen easily on the chart, water production can fluctuate significantly from year-to-year. This is largely due to a corresponding increase or decrease in precipitation. To accommodate for the uncertainty of future weather patterns upper & lower confidence bounds were incorporated into the projections. For the purpose estimating future revenue the lower confidence annual raw water volumes were used for the basis of analysis.



Billed Consumption Projections:

Unfortunately due to treatment plant losses, fire protection, water theft and watermain breaks/leaks raw water projections cannot directly be used for projecting future revenues. To adjust for these losses raw water projections were multiplied by 92.63% which is the 10-year average of billed consumption vs. raw water production.



Demand Projection

Annual Quarterly Allocation:

Due to the seasonal nature of the community, water consumption and revenues vary significantly between quarters within a fiscal year. To accurately distribute annual volumes to the appropriate quarter daily finished water volumes from FY15-FY19 were consolidated to establish a 5-year average quarterly volume as a percentage of annual volume.

	FY15	FY16	FY17	FY18	FY19	5-Year AVG
Quarter 1	44.49%	49.44%	53.77%	48.07%	52.12%	49.58%
Quarter 2	14.01%	13.31%	15.35%	14.83%	15.36%	14.57%
Quarter 3	11.77%	9.56%	9.01%	11.12%	9.92%	10.28%
Quarter 4	29.73%	27.55%	21.87%	25.97%	22.60%	25.55%

Quarterly Tier Allocation:

After determining the quarterly allocations these volumes must be further broken down into individual billing tiers to accurately estimate revenues. To accomplish this the department used historic actual data to establish an average % of quarterly usage per tier for each quarter in the fiscal year.

Tier	Usage				
	Q1	Q2	Q3	Q4	Total
1	61,998,945	35,200,670	41,763,030	75,987,925	214,950,570
2	40,800,817	23,233,149	12,731,646	35,264,365	112,029,976
3	93,565,428	25,039,615	7,784,354	42,078,525	168,467,924
4	139,148,615	15,148,905	7,668,984	20,542,849	182,509,353
Tot.	335,513,805	98,622,339	69,948,014	173,873,665	677,957,823

Allocation

Q1 Tier %	Q2 Tier %	Q3 Tier %	Q4 Tier %
18.48%	35.69%	59.71%	43.70%
12.16%	23.56%	18.20%	20.28%
27.89%	25.39%	11.13%	24.20%
41.47%	15.36%	10.96%	11.81%



Projected Expenses FY20 – FY28

2020 Water Rate Model

Harwich Water Department

Water Utility Rate Dashboard

Harwich Water Dept.

	\$4,583,865.00		\$4,516,677.00						
	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
	Budget	Budget	Projected Expenses; 2% Increase -->						
EXPENSES									
Operating Expenses									
Labor	\$1,337,473	\$1,398,335	\$1,426,302	\$1,454,828	\$1,483,924	\$1,513,603	\$1,543,875	\$1,574,752	\$1,606,247
Operating Expenses and Maintenance	\$1,534,995	\$1,468,390	\$1,497,758	\$1,527,713	\$1,558,267	\$1,589,433	\$1,621,221	\$1,653,646	\$1,686,719
Indirect Costs + OPEB	\$720,295	\$779,715	\$795,309	\$811,215	\$827,440	\$843,989	\$860,868	\$878,086	\$895,647
Subtotal	\$3,592,763	\$3,646,440	\$3,719,369	\$3,793,756	\$3,869,631	\$3,947,024	\$4,025,964	\$4,106,484	\$4,188,613
Delta previous (\$)	\$272,476	\$53,677	\$72,929	\$74,387	\$75,875	\$77,393	\$78,940	\$80,519	\$82,130
Delta previous (%)	8.21%	1.49%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Capital Expenses									
Retained Earnings Funded Capital	\$250,000	\$145,000	\$125,000	\$175,000	\$825,000	\$500,000	\$0	\$750,000	\$175,000
Existing Debt	\$741,102	\$721,345	\$704,376	\$536,648	\$528,266	\$515,008	\$506,417	\$492,533	\$483,516
New Debt Service	\$0	\$0	\$151,200	\$151,200	\$151,200	\$178,420	\$365,459	\$528,871	\$598,644
Subtotal	\$741,102	\$721,345	\$704,376	\$687,848	\$679,466	\$693,428	\$871,876	\$1,021,404	\$1,082,160
TOTAL EXPENSES	\$4,333,865	\$4,367,785	\$4,423,745	\$4,481,604	\$4,549,097	\$4,640,452	\$4,897,840	\$5,127,888	\$5,270,773
Delta previous (\$)	\$261,212	\$33,920	\$55,960	\$57,859	\$67,493	\$91,355	\$257,388	\$230,048	\$142,885
Delta previous (%)	6.41%	0.78%	1.28%	1.31%	1.51%	2.01%	5.55%	4.70%	2.79%
	\$4,333,865.00	\$4,222,785.00	\$4,298,744.80	\$4,306,604.18	\$3,724,097.30	\$4,140,451.93	\$4,897,840.29	\$4,377,887.81	\$5,095,773.06

*FY20 – FY28 expense projections include 2% annual increases to operating expenses, anticipated future capital projects and related debt.



Projected Expenses FY20 – FY28

Capital Plan FY20-FY31

Fiscal Year	Project	Estimated Cost	Notes
	Truck & Excavator	125,000	
FY20	Pleasant Lake Tank Fill Pipe	300,000	Undersized
	T1 Generator	60,000	Generator installed in 2001, problematic, provides power to SCADA, 3 wells, & office
FY21	New Source Exploration	250,000	
FY22	Rt.28 Water main Replacement- Design & Engineering	100,000	
	Station 8 Generator	45,000	
	2 Vehicles	125,000	
FY23	New Well Construction(BOND 0.5M PROJECT)	500,000	Price dependent on location of source & water quality
	Rt.28 Water main Replacement- Construction (BOND 2.0M PROJECT)	2,000,000	1.25 miles from Lothrop to Lower county
FY24	Pavement Management Plan	175,000	
FY25	Paint Pleasant Lake Ave Tank(Bond 1M Project)	1,750,000	Full engineered coating inspection recommended in 2018 -(spot repair significant savings)
	Vehicle Replacement	75,000	
FY26	Pipe Discontinuity Upgrade (Bond 1M)	1,500,000	5900 LF of discontinuity
FY27	No Project		
FY28	Relocate HWD HQ (Bond 750K)	1,500,000	
FY29	No Project		
FY30	Vehicle Replacement	175,000	
FY31	Construct new tank @ Rt.39 (Bond 3.0)	4,500,000	Replace spider leg tank W/ larger hydropillar
		Low Estimate	9,760,000
		High Estimate	12,650,000



Existing Water Rates

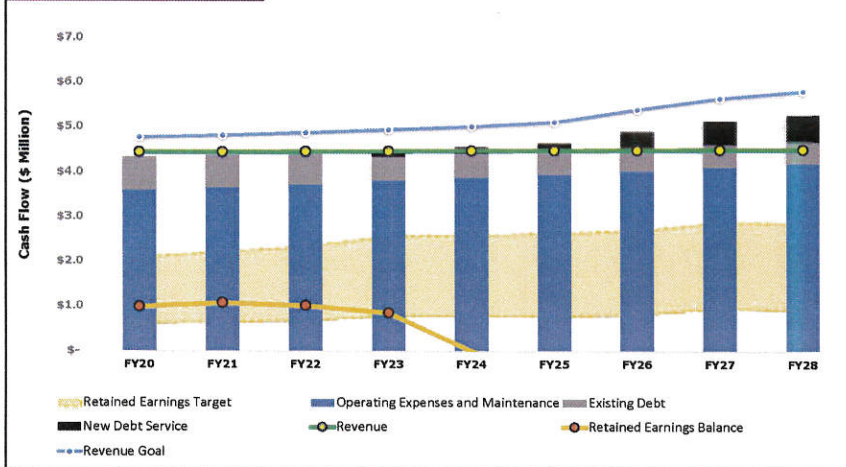
2020 Water Rate Model

Harwich Water Department

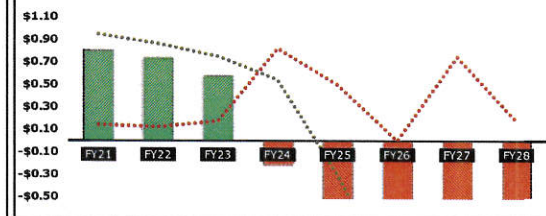
Current Rate Structure
Do Nothing

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
REVENUE									
Existing Revenue	0%	0%	0%	0%	0%	0%	0%	0%	0%
Rate Revenue	\$3,679,913	\$3,693,059	\$3,702,334	\$3,711,596	\$3,720,846	\$3,730,084	\$3,739,310	\$3,748,523	\$3,757,725
Non-Rate Revenue	\$746,933	\$735,273	\$735,274	\$735,275	\$735,276	\$735,277	\$735,278	\$735,279	\$735,280
TOTAL REVENUE	\$4,426,846	\$4,428,333	\$4,437,608	\$4,446,872	\$4,456,123	\$4,465,362	\$4,474,588	\$4,483,803	\$4,493,005
Delta previous (Rate Revenue) (\$)	-\$16,641	\$13,148	\$9,275	\$9,262	\$9,250	\$9,238	\$9,226	\$9,214	\$9,201
Retained Earnings Contribution Goal	\$433,387	\$436,779	\$442,374	\$448,160	\$454,910	\$464,045	\$489,784	\$512,789	\$527,077
REVENUE GOAL	\$4,767,252	\$4,804,564	\$4,866,119	\$4,929,765	\$5,004,007	\$5,104,497	\$5,387,624	\$5,640,877	\$5,797,860
Surplus/Shortfall	-\$340,405	-\$376,231	-\$428,511	-\$482,893	-\$547,884	-\$639,136	-\$913,036	-\$1,156,874	-\$1,304,845
Net Revenue (Revenue-Expense)	\$230,000	\$60,548	\$13,864	-\$34,733	-\$92,975	-\$175,090	-\$423,252	-\$644,085	-\$777,768
Retained Earnings Expense	\$250,000	\$145,000	\$125,000	\$175,000	\$825,000	\$500,000	\$0	\$750,000	\$175,000
Retained Earnings Balance	\$976,576	\$1,061,576	\$997,124	\$835,987	-\$23,745	\$616,720	-\$791,810	-\$1,965,062	-\$2,784,148
Retained Earnings as Percent of Operating Expenses	27%	29%	27%	22%	-1%	-16%	-20%	-48%	-68%
Rate Funded Capital Analysis	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Shifted Retained Earnings (2 years)	\$968,833	\$948,833	\$864,381	\$753,244	\$543,512	-\$299,463	-\$1,299,553	-\$2,222,805	-\$2,866,890
Rate Funded Capital (from above)	\$250,000	\$145,000	\$125,000	\$175,000	\$750,000	\$825,000	\$500,000	\$0	\$750,000
Net Funding Available	\$718,833	\$803,833	\$739,381	\$578,244	-\$206,488	-\$1,124,463	-\$1,799,553	-\$2,222,805	-\$3,616,890

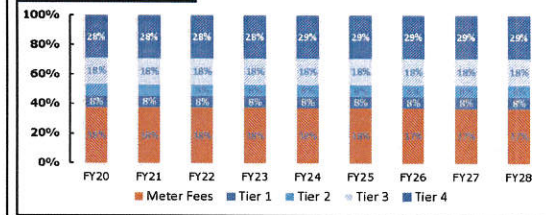
Proforma - Existing Conditions



Funding for Rate Funded Capital



Revenue Distribution





Proposed Rate Structures Summary

Scenario	Proposed Increases
Alternative A	8\$ base rate increase, 2.5% annual increase to all tiers
Alternative B	5\$ base rate increase, 3% tier increase in FY22 & FY23
Alternative C	5\$ base rate increase, 4% tier increase in FY22 & FY23
Alternative D	5\$ base rate increase, 5% tier increase in FY22 & FY23
Alternative E	8\$ base rate increase, 2% annual increase to all tiers
Alternative F	10\$ base rate increase, no increase to tiers
Alternative G	10\$ base rate increase, 5% tier increase in FY22 & FY23
Alternative H	10\$ base rate increase, 3% tier increase in FY22 – FY24
Alternative I	10\$ base rate increase, 10% tier increase in FY22
Alternative J	10\$ base rate increase, 5% increase tiers 2 & 3 and 4% tier 4 FY22-FY23
Alternative K	8\$ base rate increase, 3% annual increase to all tiers



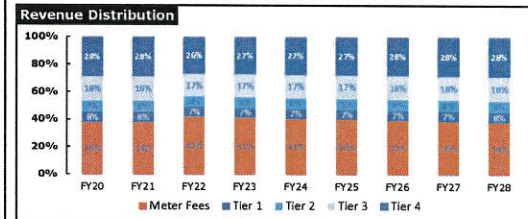
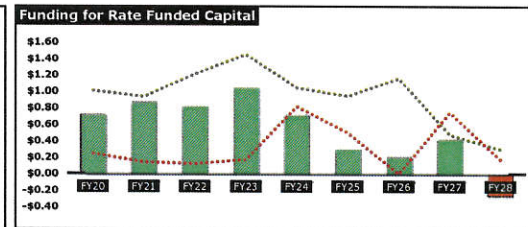
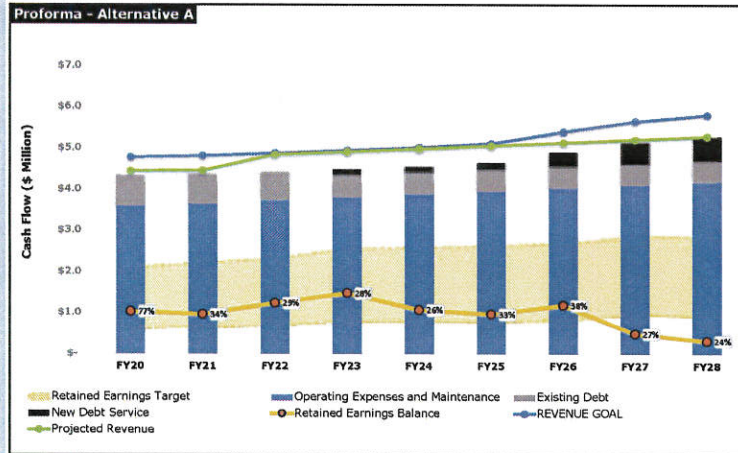
Alternative A

2020 Water Rate Model

Harwich Water Department

Proposed Rate Structure
Alternative A (\$8+ to Base Rate, 2.5% Annual Tier Increase)

	Actual & Proj		Projection						
	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
REVENUE Alternative A									
+\$8 Base & +2.5% All Tiers	0.0%	0.0%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Rate Revenue	\$3,679,913	\$3,693,059	\$4,079,892	\$4,148,621	\$4,219,298	\$4,291,977	\$4,366,714	\$4,443,567	\$4,522,594
Non-Rate Revenue	\$746,933	\$746,933	\$746,933	\$746,933	\$746,933	\$746,933	\$746,933	\$746,933	\$746,933
TOTAL REVENUE Alternative A	\$4,426,846	\$4,439,992	\$4,826,825	\$4,895,554	\$4,966,231	\$5,038,910	\$5,113,647	\$5,190,500	\$5,269,527
Delta previous	-\$16,641	\$13,146	\$369,833	\$68,729	\$70,677	\$72,679	\$74,731	\$76,853	\$79,027
Retained Earnings Contribution Goal	\$433,387	\$436,779	\$442,374	\$489,555	\$496,623	\$503,891	\$511,365	\$519,050	\$526,953
REVENUE GOAL	\$4,767,262	\$4,804,664	\$4,866,119	\$4,929,765	\$5,004,007	\$5,104,497	\$5,387,624	\$5,640,677	\$5,797,850
Surplus/Shortfall	-\$340,405	-\$364,571	-\$39,294	-\$34,211	-\$37,776	-\$65,587	-\$273,977	-\$450,176	-\$528,324
Net Revenue (Revenue-Expense)	\$300,000	\$72,207	\$403,080	\$413,950	\$417,133	\$398,458	\$215,807	\$62,612	-\$1,246
Retained Earning Expenses	\$250,000	\$146,000.00	\$125,000	\$175,000	\$825,000	\$500,000	\$0	\$750,000	\$175,000
Retained Earnings Balance	\$1,013,833	\$941,040	\$1,219,121	\$1,458,070	\$1,050,204	\$948,662	\$1,164,469	\$477,081	\$300,835
Retained Earnings as Percent of Operating Expenses	28%	26%	33%	38%	27%	24%	29%	12%	7%
Target retained earnings balance	\$768,553	\$768,268	\$768,874	\$793,751	\$838,926	\$889,465	\$665,193	\$971,297	
Rate Funded Capital Analysis	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Shifted Retained Earnings (2 years)	\$968,833	\$1,018,833	\$946,040	\$1,224,121	\$1,463,070	\$1,130,204	\$703,662	\$419,469	\$482,081
Rate Funded Capital (from above)	\$250,000	\$146,000	\$125,000	\$175,000	\$750,000	\$825,000	\$500,000	\$0	\$750,000
Net Funding Available	\$718,833	\$873,833	\$821,040	\$1,049,121	\$713,070	\$305,204	\$203,662	\$419,469	-\$267,919





Alternative G

2020 Water Rate Model

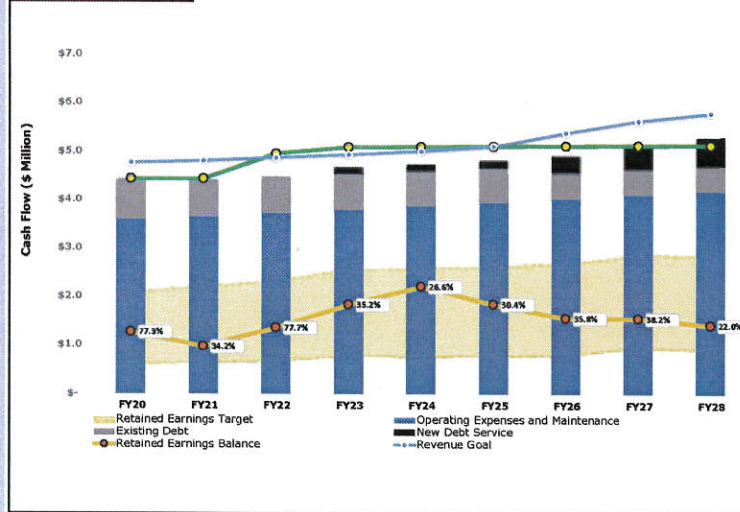
Harwich Water Department

Proposed Rate Structure Alternative G (+\$10 Base & 5% Increase all Tiers (FY22 & FY23))

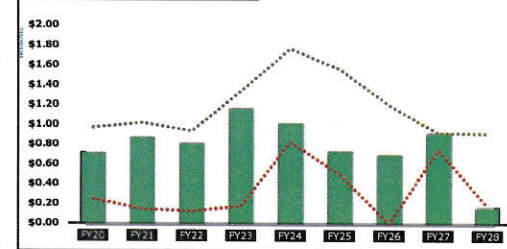
REVENUE Alternative F +\$10 Base & 5% Increase all Tiers (FY22 & FY23)

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Total Rate Revenue	\$3,879,913	\$3,893,059	\$4,217,451	\$4,348,535	\$4,368,733	\$4,368,918	\$4,379,089	\$4,389,247	\$4,399,392
Non-Rate Revenue	\$746,933	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273
TOTAL REVENUE Alternative C	\$4,426,846	\$4,428,333	\$4,952,724	\$5,083,808	\$5,084,006	\$5,104,191	\$5,114,362	\$5,124,520	\$5,134,665
Delta previous									
Retained Earnings Contribution Goal	\$433,387	\$430,779	\$442,374	\$448,160	\$454,910	\$464,045	\$489,784	\$512,789	\$527,077
REVENUE GOAL	\$4,787,262	\$4,804,564	\$4,866,119	\$4,928,765	\$5,004,007	\$5,104,497	\$5,387,624	\$5,640,677	\$5,797,850
Surplus/Shortfall	-\$340,405	-\$376,231	\$86,605	\$154,044	\$89,999	\$306	-\$273,262	-\$516,156	-\$663,185
Net Revenue (Revenue-Expense)	\$300,000	\$60,547.71	\$528,979.20	\$602,204.07	\$544,909.15	\$463,739.26	\$216,522.19	-\$3,367.42	-\$136,108.12
Retained Earnings Expense	\$250,000	\$145,000.00	\$125,000	\$175,000	\$825,000	\$500,000	\$0	\$750,000	\$175,000
Retained Earnings Balance	\$1,868,833	\$988,833	\$1,352,812	\$1,839,016	\$2,189,828	\$1,838,865	\$1,555,187	\$1,551,819	\$1,415,711
Retained Earnings as Percent of Operating Expenses	35.2%	26.6%	36.4%	48.2%	56.9%	46.8%	38.6%	37.8%	33.8%
Rate Funded Capital Analysis									
Shifted Retained Earnings (2 years)	\$968,833	\$1,018,833	\$934,381	\$1,338,360	\$1,765,564	\$1,560,473	\$1,199,212	\$915,735	\$912,367
Rate Funded Capital (from above)	\$250,000	\$145,000	\$125,000	\$175,000	\$750,000	\$825,000	\$500,000	\$0	\$750,000
Net Funding Available	\$718,833	\$873,833	\$809,381	\$1,163,360	\$1,015,564	\$735,473	\$699,212	\$915,735	\$162,367

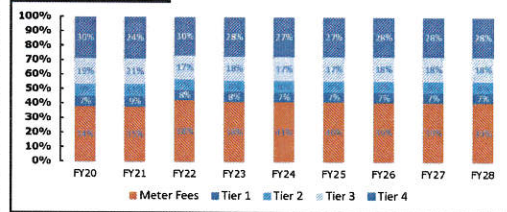
Proforma - Alternative C



Funding for Rate Funded Capital



Revenue Distribution





Alternative H

2020 Water Rate Model

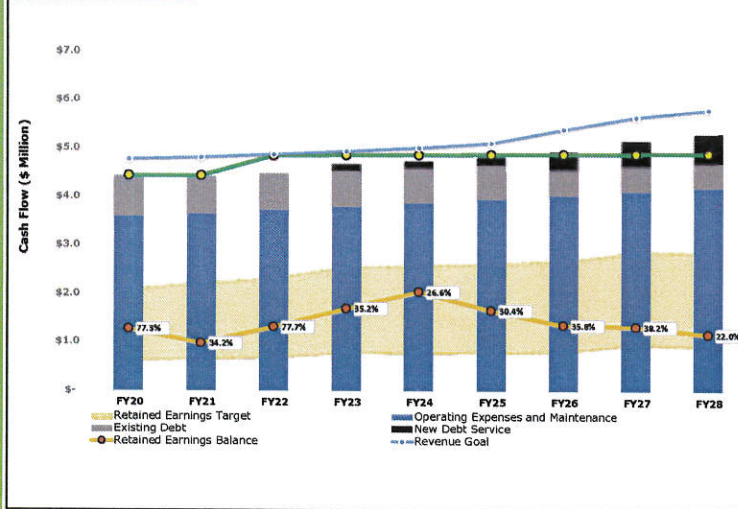
Harwich Water Department

Proposed Rate Structure
Alternative H (+\$10 Base & 3% Increase FY22-FY24)

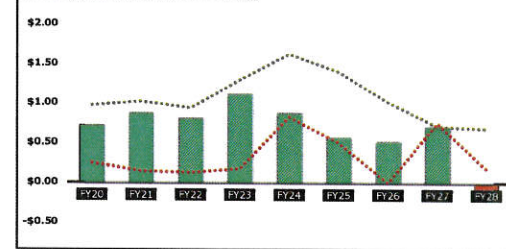
REVENUE Alternative H +\$10 Base & 3% Increase FY22-FY24

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
	0%	0%	3%	3%	0%	0%	0%	0%	0%
Total Rate Revenue	\$3,679,913	\$3,693,069	\$4,171,404	\$4,252,373	\$4,336,051	\$4,346,146	\$4,356,227	\$4,366,295	\$4,376,350
Non-Rate Revenue	\$746,933	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273
TOTAL REVENUE Alternative C	\$4,426,846	\$4,428,333	\$4,906,677	\$4,987,646	\$5,071,326	\$5,081,419	\$5,091,500	\$5,101,568	\$5,111,623
Delta previous	#VALUE!	\$13,146	\$473,345	\$80,969	\$83,679	\$10,094	\$10,081	\$10,068	\$10,055
Retained Earnings Contribution Goal	\$433,387	\$436,779	\$442,374	\$448,160	\$454,910	\$464,045	\$489,784	\$512,789	\$527,077
REVENUE GOAL	\$4,767,252	\$4,864,664	\$4,866,119	\$4,928,765	\$5,004,007	\$5,104,497	\$5,387,624	\$5,640,677	\$5,797,850
Surplus/Shortfall	-\$340,406	-\$376,231	\$40,558	\$57,361	\$67,318	-\$23,078	-\$286,124	-\$538,108	-\$886,227
Net Revenue (Revenue-Expense)	\$300,000	\$60,547.71	\$482,932.52	\$506,041.66	\$522,227.52	\$440,997.34	\$193,660.12	-\$26,319.54	-\$159,160.17
Retained Earnings Expense	\$250,000	\$145,000.00	\$125,000	\$175,000	\$825,000	\$500,000	\$0	\$750,000	\$175,000
Retained Earnings Balance	\$1,289,833	\$989,833	\$1,308,768	\$1,887,807	\$2,035,035	\$1,851,082	\$1,344,882	\$1,318,343	\$1,159,192
Retained Earnings as Percent of Operating Expenses	35.2%	26.6%	36.1%	44.5%	52.6%	41.8%	33.4%	32.1%	27.7%
Rate Funded Capital Analysis	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Shifted Retained Earnings (2 years)	\$968,833	\$1,018,833	\$934,381	\$1,292,313	\$1,623,355	\$1,395,582	\$1,011,650	\$705,210	\$678,890
Rate Funded Capital (from above)	\$250,000	\$145,000	\$175,000	\$175,000	\$750,000	\$825,000	\$500,000	\$0	\$750,000
Net Funding Available	\$718,833	\$873,833	\$809,381	\$1,117,313	\$873,355	\$570,582	\$511,650	\$705,210	-\$71,110

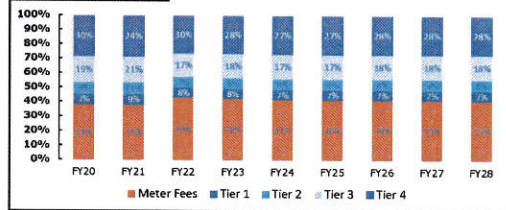
Proforma - Alternative C



Funding for Rate Funded Capital



Revenue Distribution





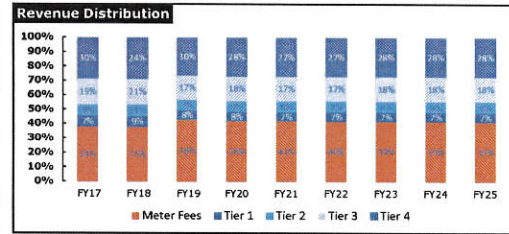
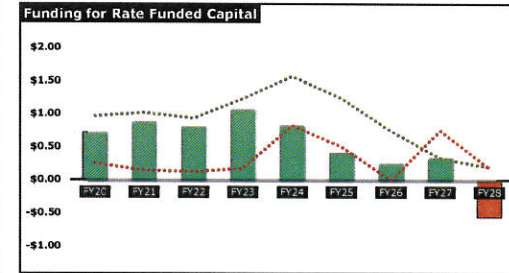
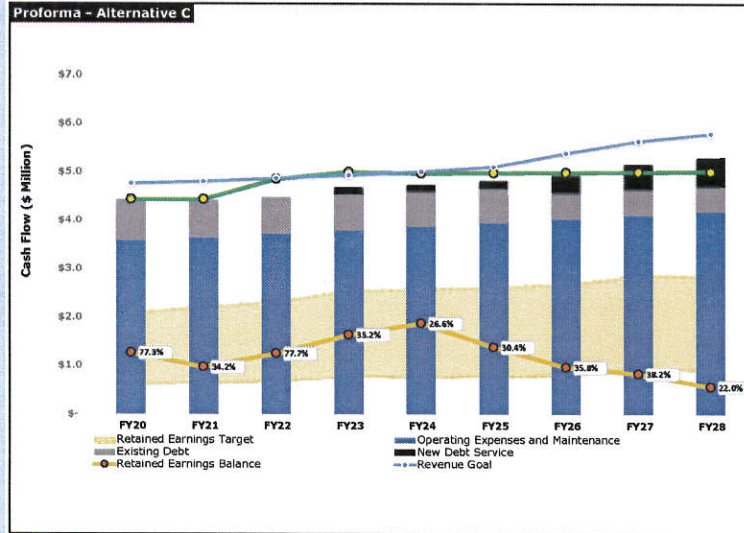
Alternative J

2020 Water Rate Model

Harwich Water Department

Proposed Rate Structure
Alternative J (+\$10 Base Rate & +5% Tiers 2/3 and 4% Tier 4)

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
REVENUE Alternative F									
+\$10 Base Rate & +5% Tiers 2/3 and 4% Tier 4	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total Rate Revenue	\$3,679,913	\$3,693,059	\$4,112,961	\$4,267,706	\$4,227,701	\$4,237,683	\$4,247,651	\$4,267,607	\$4,267,549
Non-Rate Revenue	\$735,933	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273
TOTAL REVENUE Alternative C	\$4,426,846	\$4,428,333	\$4,848,234	\$4,992,980	\$4,962,975	\$4,972,956	\$4,982,925	\$4,982,880	\$5,002,822
Delta previous									
#VALUE!	\$13,146	\$419,902	\$144,745	-\$30,005	\$9,982	\$9,986	\$9,956	\$9,942	
Retained Earnings Contribution Goal	\$433,387	\$436,779	\$442,374	\$448,160	\$454,910	\$464,045	\$489,784	\$512,789	\$527,077
REVENUE GOAL	\$4,767,252	\$4,804,564	\$4,866,119	\$4,929,765	\$5,004,007	\$5,104,497	\$5,387,624	\$5,640,677	\$5,797,850
Surplus/Shortfall	-\$340,405	-\$376,231	-\$7,885	\$63,215	-\$41,033	-\$131,541	-\$404,700	-\$647,797	-\$795,028
Net Revenue (Revenue-Expense)	\$300,000	\$60,547.71	\$424,489.66	\$511,375.53	\$413,677.22	\$332,504.20	\$85,084.28	-\$135,007.93	-\$267,950.95
Retained Earnings Expense	\$250,000	\$145,000.00	\$125,000	\$175,000	\$825,000	\$500,000	\$0	\$750,000	\$175,000
Retained Earnings Balance	\$1,283,833	\$988,833	\$1,248,323	\$1,634,698	\$1,873,678	\$1,881,080	\$968,184	\$831,156	\$583,205
Retained Earnings as Percent of Operating Expenses	35.2%	26.6%	33.8%	43.1%	48.4%	35.0%	24.0%	20.2%	13.4%
Rate Funded Capital Analysis	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Shifted Retained Earnings (2 years)	\$968,833	\$1,018,833	\$934,381	\$1,233,870	\$1,570,246	\$1,234,123	\$741,627	\$326,712	\$191,704
Rate Funded Capital (from above)	\$250,000	\$145,000	\$125,000	\$175,000	\$750,000	\$825,000	\$500,000	\$0	\$750,000
Net Funding Available	\$718,833	\$873,833	\$809,381	\$1,058,870	\$820,246	\$409,123	\$241,627	\$326,712	-\$558,296





Alternative K

2020 Water Rate Model

Harwich Water Department

Proposed Rate Structure
Alternative K (+\$8 Base Rate & 3% Tier Increase Annually)

REVENUE Alternative F +\$8 Base Rate & +3% all Tiers Annually

Total Rate Revenue	\$3,683,567	\$3,683,567	\$4,107,356	\$4,216,861	\$4,329,298	\$4,447,890	\$4,571,873	\$4,701,491	\$4,836,999
Non-Rate Revenue	\$746,933	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273	\$735,273
TOTAL REVENUE Alternative C	\$4,430,500	\$4,418,841	\$4,842,629	\$4,952,134	\$5,064,571	\$5,183,164	\$5,307,146	\$5,436,764	\$5,572,273

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
	0%	0%	3%	3%	3%	3%	3%	3%	3%
Delta previous	\$3,683,567	\$0	\$423,785	\$104,505	\$113,437	\$118,593	\$125,982	\$129,618	\$135,509
Retained Earnings Contribution Goal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REVENUE GOAL	\$4,767,252	\$4,804,584	\$4,868,119	\$4,929,765	\$5,004,007	\$5,104,497	\$5,387,624	\$5,640,877	\$5,797,850
Surplus/Shortfall	-\$336,751	-\$385,743	-\$23,490	\$21,370	\$60,564	\$78,667	-\$80,478	\$203,913	-\$225,978

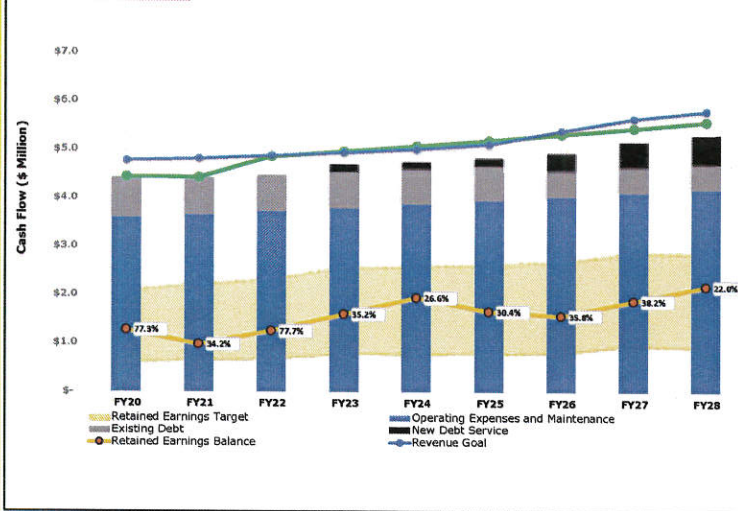
Net Revenue (Revenue-Expense)

Retained Earnings Expense	\$300,000	\$51,055.79	\$418,884.13	\$469,530.07	\$515,473.82	\$542,711.78	\$409,306.04	\$308,876.15	\$301,489.65
Retained Earnings Balance	\$259,000	\$145,000.00	\$125,000	\$175,000	\$925,000	\$500,000	\$0	\$750,000	\$175,000
Retained Earnings as Percent of Operating Expenses	\$1,868,833	\$968,833	\$1,232,717	\$1,587,247	\$1,827,721	\$1,845,433	\$1,554,739	\$1,883,616	\$2,185,115
	35.2%	26.6%	33.4%	41.8%	49.8%	41.7%	38.6%	45.4%	51.7%

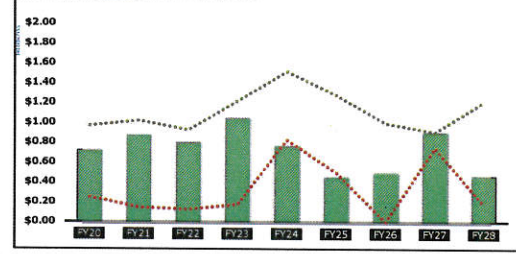
Rate Funded Capital Analysis

Shifted Retained Earnings (2 years)	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Rate Funded Capital (from above)	\$968,833	\$1,018,833	\$924,889	\$1,218,773	\$1,513,303	\$1,278,777	\$996,489	\$905,795	\$1,214,671
Net Funding Available	\$250,000	\$145,000	\$125,000	\$175,000	\$750,000	\$825,000	\$500,000	\$0	\$750,000
	\$716,833	\$873,833	\$799,889	\$1,043,773	\$763,303	\$453,777	\$496,489	\$905,795	\$464,671

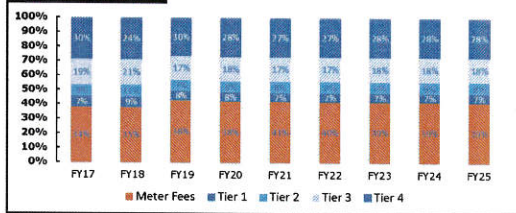
Proforma - Alternative C



Funding for Rate Funded Capital



Revenue Distribution





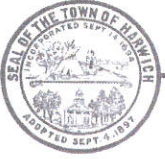
Alternative Evaluation

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Revenue Goal	\$4,767,252	\$4,804,564	\$4,866,119	\$4,929,765	\$5,004,007	\$5,104,497	\$5,387,624	\$5,640,677	\$5,797,850
Alternative A	No	No	Yes	Yes	Yes	No	No	No	No
Alternative G	No	No	Yes	Yes	Yes	Yes	No	No	No
Alternative H	No	No	Yes	Yes	Yes	Yes	No	No	No
Alternative J	No	No	Yes	Yes	Yes	Yes	No	No	No
Alternative K	No	No	Yes	Yes	Yes	Yes	No	No	No

*Revenue Goal = Operating Expenses + 10%

Proposed Rate Structures +/- 1% Revenue Goal

- Alternative A - \$8 Base Rate increase, 2.5% Tier increase annually
- Alternative G - \$10 Base Rate increase, 5% Tier increase in FY22 & FY23
- Alternative H - \$10 Base Rate increase, 3% Tier increase in FY22, FY23 and FY24
- Alternative J - \$10 Base Rate increase, 5% Tier 2 & 3 and 4% Tier 4 FY22 & FY23
- Alternative K - \$8 Base Rate increase, 3% Tier increase annually



Affordability Analysis

The US EPA recommends evaluating water rates against local benchmarks for household affordability. To accomplish this the annual cost of water in the community is evaluated as a percentage of the Median Household Income and lowest quintile income to determine the level of burden water rates may pose to the customers.

Harwich Stats:

Median Household Income - \$75,352

(<https://www.census.gov/quickfacts/fact/table/harwichtownbarnstablecountymassachusetts/INC910218#INC910218>)

Lowest Quintile Income- \$29,680

(https://censusreporter.org/data/table/?table=B19080&geo_ids=06000US2500129020&primary_geo_id=06000US2500129020)

Basis for Comparison:

Average Household- 2.15

(<https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>)

RGPCD- 64 Gal

Average Quarterly Water Use- 12,384 Gallons

EPA's stated view on potable water- That it is affordable if it costs less than 2.5% of small community MHI.



Typical Bill Impacts

Typical Bill									
Scenario	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Existing	\$56.94	\$56.94	\$56.94	\$56.94	\$56.94	\$56.94	\$56.94	\$56.94	\$56.94
Scenario A	\$56.94	\$56.94	\$65.49	\$66.05	\$66.62	\$67.22	\$67.82	\$68.44	\$69.08
Scenario G	\$56.94	\$56.94	\$68.03	\$69.19	\$69.19	\$69.19	\$69.19	\$69.19	\$69.19
Scenario H	\$56.94	\$56.94	\$67.60	\$68.27	\$68.97	\$68.97	\$68.97	\$68.97	\$68.97
Scenario J	\$56.94	\$56.94	\$67.52	\$68.13	\$68.13	\$68.13	\$68.13	\$68.13	\$68.13
Scenario K	\$56.94	\$56.94	\$65.60	\$66.27	\$66.97	\$67.69	\$68.43	\$69.19	\$69.98

Change in Typical Bill									
Scenario	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Existing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Scenario A	\$ -	\$ -	\$ 8.55	\$ 0.56	\$ 0.58	\$ 0.59	\$ 0.61	\$ 0.62	\$ 0.64
Scenario G	\$ -	\$ -	\$ 11.10	\$ 1.15	\$ -	\$ -	\$ -	\$ -	\$ -
Scenario H	\$ -	\$ -	\$ 10.66	\$ 0.68	\$ 0.70	\$ -	\$ -	\$ -	\$ -
Scenario J	\$ -	\$ -	\$ 10.58	\$ 0.61	\$ -	\$ -	\$ -	\$ -	\$ -
Scenario K	\$ -	\$ -	\$ 8.66	\$ 0.68	\$ 0.70	\$ 0.72	\$ 0.74	\$ 0.76	\$ 0.79



Annual Cost of Water

Annual Cost										FY20-FY28
Scenario	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	Total
Existing	\$227.75	\$227.75	\$227.75	\$227.75	\$227.75	\$227.75	\$227.75	\$227.75	\$227.75	\$2,049.75
Scenario A	\$227.75	\$227.75	\$261.94	\$264.19	\$266.50	\$268.86	\$271.28	\$273.76	\$276.31	\$2,338.35
Scenario G	\$227.75	\$227.75	\$272.14	\$276.74	\$276.74	\$276.74	\$276.74	\$276.74	\$276.74	\$2,388.11
Scenario H	\$227.75	\$227.75	\$270.38	\$273.09	\$275.89	\$275.89	\$275.89	\$275.89	\$275.89	\$2,378.41
Scenario J	\$227.75	\$227.75	\$270.07	\$272.51	\$272.51	\$272.51	\$272.51	\$272.51	\$272.51	\$2,360.66
Scenario K	\$227.75	\$227.75	\$262.38	\$265.09	\$267.89	\$270.76	\$273.73	\$276.78	\$279.92	\$2,352.06

Change in Annual Cost									
Scenario	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Existing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Scenario A	\$ -	\$ -	\$ 34.19	\$ 2.25	\$ 2.30	\$ 2.36	\$ 2.42	\$ 2.48	\$ 2.54
Scenario G	\$ -	\$ -	\$ 44.39	\$ 4.61	\$ -	\$ -	\$ -	\$ -	\$ -
Scenario H	\$ -	\$ -	\$ 42.63	\$ 2.71	\$ 2.79	\$ -	\$ -	\$ -	\$ -
Scenario J	\$ -	\$ -	\$ 42.32	\$ 2.44	\$ -	\$ -	\$ -	\$ -	\$ -
Scenario K	\$ -	\$ -	\$ 34.63	\$ 2.71	\$ 2.79	\$ 2.88	\$ 2.96	\$ 3.05	\$ 3.14

FY20-FY28 Total Cost of Water (9 Years)

Existing Rates = \$2,049.75

Scenario A (*Low*) = \$2,338.35

Scenario G (*High*) = \$2,388.11

Total additional cost to consumer over 9-year projection: \$288.6 – \$341.43



User Impacts

Annual Cost as % MHI (City wide MHI from 2016 Census)

Scenario	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Existing	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%
Scenario A	0.30%	0.30%	0.35%	0.35%	0.35%	0.36%	0.36%	0.36%	0.37%
Scenario G	0.30%	0.30%	0.36%	0.37%	0.37%	0.37%	0.37%	0.37%	0.37%
Scenario H	0.30%	0.30%	0.36%	0.36%	0.37%	0.37%	0.37%	0.37%	0.37%
Scenario J	0.30%	0.30%	0.36%	0.36%	0.36%	0.36%	0.36%	0.36%	0.36%
Scenario K	0.30%	0.30%	0.35%	0.35%	0.36%	0.36%	0.36%	0.37%	0.37%
\$	75,352								

Annual Cost as % LQI (City wide MHI from 2016 Census)

Scenario	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Existing	0.77%	0.77%	0.77%	0.77%	0.77%	0.77%	0.77%	0.77%	0.77%
Scenario A	0.77%	0.77%	0.88%	0.89%	0.90%	0.91%	0.91%	0.92%	0.93%
Scenario G	0.77%	0.77%	0.92%	0.93%	0.93%	0.93%	0.93%	0.93%	0.93%
Scenario H	0.77%	0.77%	0.91%	0.92%	0.93%	0.93%	0.93%	0.93%	0.93%
Scenario J	0.77%	0.77%	0.91%	0.92%	0.92%	0.92%	0.92%	0.92%	0.92%
Scenario K	0.77%	0.77%	0.88%	0.89%	0.90%	0.91%	0.92%	0.93%	0.94%



Summary

- Of the 11 proposed rate structures 6 have been identified as viable options to sufficiently fund the departments future operational, maintenance and capital needs.
- The 5 proposed rate structures and future water costs have been evaluated for household affordability in line with American Waterworks “Framework for Household Affordability and Financial Capability Assessment in the Water Sector” published in April 2019. The resulting cost increase associated with the 5 proposed rate structures are all identified as “Low Impact” in comparison to Median Household Income and Lowest Quintile Income.

Alternative A	Alternative G	Alternative H	Alternative J	Alternative K
8\$ Base Rate 2.5% Annual All Tiers	10\$ Base Rate 5% All Tiers FY22 & FY23	10\$ Base Rate 3% All Tiers FY22 – FY24	10 Base Rate 5% Tiers 2 & 3 4% Tier 4	8\$ Base Rate 3% Annual All Tiers



Question & Comments

Thank You

I'd like to acknowledge and thank the Board of Water Commissioners and Department staff for the years of hard work and support that went into this process.

IV. OLD/UNFINISHED BUSINESS

B. Water Commission's Authority over Department Staff

**The INTERNATIONAL ASSOCIATION of MACHINISTS and AEROSPACE WORKERS
CONTRACT JULY 1, 2018 – JUNE 30, 2021**

WATER DEPARTMENT FIELD EMPLOYEES

PREAMBLE

This agreement entered into this 20th day of August, 2018, by and between the Town of Harwich, acting by and through its Board of **Selectmen**, hereinafter referred to as “The Town”, and the International Association of Machinists and Aerospace Workers, Local Lodge 264 of District 38, A.F.L.-C.I.O., hereinafter referred to as “The Union”, has as its purpose the promotion of harmonious relationships between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work and other conditions of employment, the proper training to assure high-quality performance, the promotion of morale and well-being, all with a view toward rendering the most economical, efficient and progressive services to the residents of the Town.

**ARTICLE I
RECOGNITION**

The accordance with the action taken by the Board of **Selectmen** on March 18, 2002, the Town recognized the Union as the exclusive bargaining agent for the purpose of establishing wages, hours, standards of productivity and performance, and other terms and conditions of employment of all regular full-time employees of the Town of Harwich Water Department, (Effective 7/1/19) including the positions of Distribution Operations Foreman, Treatment Operator T2, Treatment Operator T2OIT, Treatment operator T1, Treatment Operator T1OIT, Primary Distribution Operator, Electrician Journeyman, Secondary Distribution Operator D3, Secondary Operator D3OIT, Secondary Distribution Operator D2, Secondary Distribution Operator D2OIT, Secondary Distribution Operator D1, Secondary Distribution Operator D1OIT, Distribution Mechanic/Operator III, Distribution Operator/Mechanic II, Secondary Distribution Operator I, Laborer, Primary Water Meter Technician

**ARTICLE II
PAYROLL DEDUCTION OF UNION DUES**

In accordance with Massachusetts General Laws, Chapter 150E, § 17A, as amended, the Town agrees that the Union dues, as determined by the Union, shall be deducted monthly from the salary of any employee in the bargaining unit who signs and remits to the Town a form authorizing such deductions. Such authorization shall remain in full force and effect as long as the employee remains in such employment, and until sixty (60) days after notice in writing by an employee to the Town withdrawing the authorization, with a copy thereof filed with the Treasurer of the Union. The Town will deposit the amount withheld into an account established by the Union on a monthly basis.

**ARTICLE III
PAYROLL DEDUCTION OF AGENCY SERVICE FEE**

SECTION 1: In accordance with Massachusetts General Laws, Chapter 150E, § 12, as amended, the Town agrees to deduct monthly from the pay of each employee in the bargaining unit who properly authorizes it and who is not a member of the Union in good standing after having been employed for 30 days or more, an agency fee in an amount proportionately commensurate with the cost of collective bargaining and contract administration. The Union agrees to indemnify the Town for damages which the Town may be requested to pay by an administrative agency or court of competent jurisdiction of last resort as a result of the Town’s compliance with this article.

SECTION 2: No requests to dismiss or suspend and employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations **Commission** or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all provisions of General Laws, Chapter 150E, § 12, or so long as an employee demand for rebate of part of the service payment remains in dispute.

The INTERNATIONAL ASSOCIATION of MACHINISTS and AEROSPACE WORKERS
CONTRACT JULY 1, 2018 – JUNE 30, 2021

ARTICLE IV
NON-DISCRIMINATION

SECTION 1: Neither the Union nor the Town shall discriminate against any employee on the basis of race, creed, color, religion, sex, national origin, marital status, age, membership or non-membership in the Union.

SECTION 2: Except where the context indicates otherwise, the masculine pronouns used in this contract should be understood to include in corresponding female pronouns.

ARTICLE V
MANAGEMENT RIGHTS

SECTION 1: The Town shall retain all of the rights, power, and authority it has prior to the signing of this agreement, either by law, custom, practice, usage, or precedent, to manage and control and to determine the methods and means by which the operations of the Town are to be carried on, and to direct the employees of the Town in the manner, including the right to assign and transfer employees, and to establish reasonable rules and regulations and reasonable work schedules. The exercise of the aforementioned rights shall remain exclusively within the prerogative of management so long as not in conflict with any of the provisions of this agreement.

SECTION 2: No employee shall engage in any strike, work stoppage, slowdown or withholding of services, nor shall the Union induce, encourage or condone any such action during the term of this agreement. The Town agrees not to lock out employees during the term of this Agreement where neither the Union nor the employees violate any of the provisions of this section.

ARTICLE VI
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1: Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP 1: The Union Steward and/or representative, with or without the aggrieved employee, shall submit the grievance in writing to the Superintendent within five (5) working days after the employee knew of the incident upon which the grievance is based.

STEP 2: If the grievance has not been resolved by the Superintendent within five (5) working days after its submission to him, it shall be submitted to the Water Commissioners within five (5) working days after the Superintendent's response is due.

STEP 3: If the grievance has not been resolved within five (5) working days by the Water Commissioners after its submission to them, it shall be submitted to the Town Administrator within five (5) working days after the Water Commissioners response is due.

STEP 4: If the grievance has not been resolved within five (5) working days by the Town Administrator after its submission to him, it shall be submitted to the Board of Selectmen within five (5) working days after the Town Administrator's response is due.

STEP 5: If the grievance has not been resolved by the Board of Selectmen within ten (10) days after its submission to them, the Union, and only the Union may submit the grievance to arbitration within ten (10) working days following the Board's answer or the date on which said answer is due. Alternatively, the Union may submit the grievance to be heard jointly by the Board of Water Commissioners and the

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Board of **Selectmen** within ten (10) working days following the date of the Board of **Selectmen**'s answer or date upon which said answer is due. The two Boards' shall have ten (10) days to resolve the grievance. The Union may still submit the grievance to arbitration within ten (10) days of a joint decision, or the date upon which said decision is due.

SECTION 2: TIME LIMITS. If at the end of five (5) days, next following occurrence of any grievance or the date when an employee affected by the grievance should have knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Step 1 of the procedure set forth herein, the grievance shall be deemed to have been waived. Furthermore, any grievance in the process under such procedure shall also be deemed to have been waived if the action required to process the said grievance to the next step in the procedure by the Union shall not have been taken within the time specified above. Any time limits herein set forth may be waived and/or extended by mutual written agreement by the Union and the Town. The decision which alters, amends, adds to or detracts from the agreement or which modifies or abridges the management rights and the prerogatives of the Town. Costs of the arbitration proceedings, except for transcripts requested by a third party, shall be shared equally by the Town and the Union.

SECTION 3: Notwithstanding any contrary provisions of this Agreement, any matter concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article. Grievance involving the discharge of a permanent employee who has completed his probationary period may be initiated to Step 3 within the five (5) working day period specified in Step 1.

SECTION 4: This article shall not preclude any employee from presenting individual grievances directly to the representative of the Town so long as the settlement of any such individual grievance does not affect other bargaining unit employees and is not contrary to any of the provisions of this agreement.

SECTION 5: Where Step 1, 2 and 3 of the grievance procedure take place during working hours, the Union representative and employee involved in the grievance meeting will be allowed reasonable time off with pay. Time off with pay shall not be provided under Step 5 (arbitration) of the grievance procedure.

**ARTICLE VII
DISCIPLINE AND DISCHARGE**

SECTION 1: An employee with one-year of continuous service shall not be disciplined or discharged except for just cause. Periodic evaluations of an employee's work showing that he is not performing his job in a manner deemed to be in the best interest of the Town, including sexual harassment, this shall be understood as just cause for discipline or discharge. Failure to obtain necessary licenses within one year of hiring shall be considered just cause for dismissal.

SECTION 2: Any dispute concerning an employee who is disciplined or discharge and who has not completed a one-year probationary period shall not be the subject of grievance or arbitration.

SECTION 3: Where an employee is warned that his performance is unsatisfactory, the **Superintendent** has the discretion to issue a verbal reprimand, before a later warning is reduced to writing. All written warnings shall be placed in the employee's personnel file. Before being placed in the file, the employee shall be shown the writing and sign name. The employee's signature shall not indicate agreement with the writing, but only that he has read it. After two written warnings, the **Superintendent** may require the employee to meet with the Water **Commissioners** and himself.

SECTION 4: Probationary employees shall be entitled to full benefits excluding grievance for discipline or discharge.

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**ARTICLE VIII
SENIORITY**

SECTION 1: When the Town decides to fill a vacancy occurring in a position covered by this agreement, the vacancy shall be posted in a conspicuous place within the Water Department, listing the pay, duties, and qualifications for the position. This notice of vacancy shall remain posted for seven (7) days and permanent employees within the department, who have completed their probationary period, shall apply to the Superintendent in writing within the posting period if interested in the position.

SECTION 2: The Superintendent's selection shall be made on the basis of qualifications, ability and dependability and where such factors are relatively equal, seniority shall be the determining factor. If no applicant is qualified, the Superintendent may fill the position from outside the bargaining unit. The Superintendent shall be the sole judge of qualifications, ability and dependability, provided that such judgment is not exercised arbitrarily, capriciously, or unreasonably. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

SECTION 3: Seniority, as used in this article, is defined as the length of service of the employee in the employment of the Town. After completion of the employee's probationary period, the employee shall have his/her seniority date (his/her original date of hire in continuous service) called "anniversary date". Seniority will be applied in the case of lay-off, rehire, transfer, and vacation. A laid-off employee shall be placed on a recall list for a two year period following the effective date of layoff.

**ARTICLE IX
HOURS OF WORK, OVERTIME, EMERGENCY CALL IN, & TEMPERATURE CLAUSE**

SECTION 1: Each employee shall work a regular work week of forty (40) hours. The regular work day shall be 7:00 a.m. to 3:30 p.m. The regular work week shall be Monday through Friday with Saturday and Sunday off. Each employee shall be provided with a one-half (1/2) hour unpaid meal period during the work day, said meal period to be scheduled as close to the middle of the work day as possible. All employees' work schedules shall provide for two (2) ten (10) minute coffee breaks. Each coffee break shall be scheduled as close to the middle of the first half and second half of the shift, respectively, as possible. Where employees are working out of doors in an area where coffee is not readily available, one (1) employee will be authorized by his supervisor to go and bring coffee back to the work site. The coffee break shall not commence until coffee has arrived at the work site. Town motor vehicles may be used during the meal period or coffee breaks unless otherwise stated by the Superintendent or supervisor, and the one-half (1/2) hour meal period includes travel time. All employees under this contract shall be paid weekly.

SECTION 2: Each employee shall be scheduled to work a shift with regular starting and quitting times. Except in emergency situations, employees shall be given a two (2) week notice of any changes to their work schedules. Subject to the forgoing and after discussion with the Union, the Town reserves the right to make changes in existing work shifts (starting and quitting times) as the needs of the Town require.

SECTION 3: All work performed in excess of forty (40) hours in the work week shall be compensated at the rate of time and one-half (1-1/2) the regular rate of pay except when an employee works seven (7) consecutive days, he will be compensated at the rate of double time for the seventh day, excluding the assigned, on-call employee. Overtime work shall be distributed as fairly and equitably within the Union among all employees qualified to perform said work. For the purpose of computing overtime, a sick day shall be considered as time worked; provided the employee has unused sick leave. With advance notice to and approval of the Superintendent, an employee may select compensatory time (1.5 hours for every hour worked) instead of being paid overtime. An employee may not have more than 40 hours of compensatory time accrued at any one time. The scheduling of the use of compensatory time shall be with advance notice to and approval of the Superintendent. Compensatory time must be used or lost in the fiscal year in which it is accrued.

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SECTION 4: An employee shall be paid a minimum of four (4) hours pay at the rate of time and one-half (1-1/2) for emergency “call –ins”. A second call for the same employee within the first four hour minimum recall will result in a two hour minimum overtime payment. Other emergency call-ins received before the next scheduled work day shall not be subject to pyramiding. A “call-in” used herein means the employee is summoned from his home to work in an emergency, does the work, and returns home after he has completed his work in the emergency. The assigned on-call employee shall be excluded from the provisions of this section.

SECTION 5: On “Hazardous Days”, when the Town Hall closes and employees are sent home with pay, bargaining unit employees who are considered essential as described in their position description will be required to work, as determined by the **Superintendent**, those employees shall receive time and one-half (1-1/2) pay until the end of their work day. On Hazardous Days when Town Hall is closed, employees shall receive time and one-half (1-1/2) pay from the time they are called in to the end of their shift, or until Town Hall opens.

SECTION 6: Overtime will be paid the next payday after being scheduled.

SECTION 7: Distribution On Call – An employee selected to provide on-call coverage for the distribution system will be compensated for 4 hours per day at 1.5X their normal rate for the duration of the on-call period. This compensation shall cover all verbal correspondence with residents regarding any issues related to the distribution system. Should the employee be required to respond physically to a call they shall be entitled to receive 4 hours minimum at 1.5X their normal rate, up until 30 minutes prior to the start of the normal work shift. Call-ins during this 30 minute period shall be paid at 1.5x their normal rate until the shift starts, at which point pay will return to their normal rate. Employees asked to stay at work beyond the normal end of their shift will receive 1.5X their normal rate for all hours worked. On Call status will commence at 3pm Friday afternoon and remain in effect until 3pm the following Friday. A Department vehicle will be provided for use to and from the home for the duration of the on call period and shall be returned no later than 3pm the day the operator is relieved of their on call status. Should, for any reason the on call operator be unavailable for a portion of their on call period, not to exceed 12 hours, they shall arrange for coverage and provide notification to the **superintendent**. Effective 7\1\2019 the On-Call rotation shall consist of 4 union distribution operators appointed by the **superintendent** based off qualifications and seniority. If one of the operators selected to be in the on-call rotation is unavailable for an extended period of time a trained and qualified senior union operator will be selected by the **Superintendent** to take that individuals place until that employee resumes work.

SECTION 8: Treatment On Call – An employee selected to provide on-call coverage for the Treatment system will be compensated for 4 hours per day at 1.5X their normal rate for the duration of the on-call period. This compensation shall cover all verbal correspondence with residents and responding to SCADA alarms. Should the employee be required to respond physically to a call/alarm they shall be entitled to receive 4 hours minimum at 1.5X their normal rate, up until 30 minutes prior to the start of the normal work shift. Call-ins during this 30 minute period shall be paid at 1.5x their normal rate until the shift starts, at which point pay will return to their normal rate. The on-call Treatment Plant Operator will be required to check all department facilities Saturdays, Sundays, Holidays and shall be entitled to an additional 4 hours per day at 1.5X their normal rate of pay. Employees asked to stay at work beyond the normal end of their shift will receive 1.5X their normal rate for all hours worked. On Call status will commence at 3pm Friday afternoon and remain in effect until 3pm the following Friday. On-Call operator must verify that the SCADA system is on-line between 7pm-10pm. A Department vehicle will be provided for use to and from the home for the duration of the on call period and shall be returned no later than 3pm the day the operator is relieved of their on call status. Should, for any reason the on call operator be unavailable for a portion of their on call period, not to exceed 12 hours, they shall arrange for coverage and provide notification to the **superintendent**. Effective 7\1\2019 the On-Call rotation shall consist of 4 union treatment operators appointed by the **superintendent** based off qualifications and seniority. If one of the operators selected to be in the on-call rotation is unavailable for an extended period of time a trained and qualified senior union operator will be selected by the **Superintendent** to take that individuals place until that employee resumes work.

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SECTION 9: The Superintendent may assign mandatory overtime to Union members who are not committed to educational programs and/or training, for on-going scheduled programs such as flushing, where insufficient manpower exists, in his opinion, to conduct the work.

SECTION 10: Union members who take time off from work for collective bargaining purposes advise the Superintendent prior to leaving the work site, only two union members will be allowed to negotiate for collective bargaining during work hours. Except for Collective bargaining, union employees will not do business during working hours.

SECTION 11: Should the temperatures reach outside the range of 20-90 degrees Fahrenheit union employees will be provided with work indoors. Should an emergency arise the temperature clause is null and void.

**ARTICLE X
COMPENSATION**

SECTION 1: Subject to satisfactory performance during the preceding year employees below the top step in their classification shall receive a step increase on their anniversary date of employment. Said step increases shall be based on the steps and rates of the applicable wage schedule in this article.

FY19 (2%) IMAW Compensation Schedule							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
WFT3	Treatment Operations Foreman	\$24.80	\$25.96	\$27.15	\$28.96	\$30.34	\$31.72
WFD3	Distribution Operations Foreman	\$24.80	\$25.96	\$27.15	\$28.96	\$30.34	\$31.72
WPT3	Primary Treatment Operator	\$24.60	\$25.37	\$26.94	\$28.18	\$29.47	\$29.98
WPD3	Primary Distribution Operator	\$24.60	\$25.37	\$26.94	\$28.18	\$29.47	\$29.98
WJE	Electrician Journeyman	\$24.60	\$25.37	\$26.94	\$28.18	\$29.47	\$29.98
WSD3	Secondary Distribution Operator	\$21.44	\$22.41	\$23.40	\$23.84	\$26.66	\$27.19
WSD2	Secondary Distribution Operator II	\$20.78	\$21.76	\$22.73	\$23.78	\$24.88	\$26.03
WDO	Distribution Mechanic/Operator	\$20.78	\$21.76	\$22.73	\$23.78	\$24.88	\$26.03
WSD2	Heavy Equipment Operator II	\$20.78	\$21.76	\$22.73	\$23.78	\$24.88	\$26.03
W2B	Heavy Equipment Operator I	\$18.54	\$19.36	\$20.19	\$21.12	\$22.43	\$23.31
WPM	Primary Water Meter Technician	\$18.13	\$18.93	\$19.31	\$20.56	\$21.48	\$22.21
WL	Distribution Laborer	\$18.13	\$18.93	\$19.31	\$20.56	\$21.48	\$22.21

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FY20 IAMAW Compensation Schedule							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
WFD3	Distribution Operations Foreman	\$27.54	\$28.92	\$30.29	\$31.67	\$33.05	\$34.43
T2	Treatment Operator T2	\$27.29	\$28.41	\$29.53	\$30.65	\$31.77	\$32.90
T2OIT	Treatment Operator T2OIT	\$24.48	\$25.40	\$26.32	\$27.23	\$28.15	\$29.07
T1	Treatment Operator T1	\$22.44	\$23.46	\$24.48	\$25.50	\$26.52	\$27.54
T1OIT	Treatment Operator T1OIT	\$21.93	\$22.95	\$23.97	\$24.99	\$26.01	\$27.03
WPD3	Primary Distribution Operator	\$27.03	\$27.90	\$28.76	\$29.63	\$30.50	\$31.37
WJE	Electrician Journeyman	\$27.03	\$27.90	\$28.76	\$29.63	\$30.50	\$31.37
SD3	Secondary Distribution Operator D3	\$25.50	\$26.42	\$27.34	\$28.25	\$29.17	\$30.09
SD3T	Secondary Distribution Operator D3OIT	\$24.48	\$25.40	\$26.32	\$27.23	\$28.15	\$29.07
SD2	Secondary Distribution Operator D2	\$23.46	\$24.38	\$25.30	\$26.21	\$27.13	\$28.05
SD2T	Secondary Distribution Operator D2OIT	\$22.44	\$23.46	\$24.48	\$25.50	\$26.52	\$27.54
SD1	Secondary Distribution Operator D1	\$21.93	\$22.95	\$23.97	\$24.99	\$26.01	\$27.03
SD1T	Secondary Distribution Operator D1OIT	\$20.40	\$21.32	\$22.24	\$23.15	\$24.07	\$24.99
DMO3	Distribution Mechanic/Operator III	\$24.99	\$25.70	\$26.42	\$27.13	\$27.85	\$28.56
DMO2	Distribution Mechanic/Operator II	\$23.46	\$24.17	\$24.89	\$25.60	\$26.32	\$27.03
DMO1	Distribution Mechanic/Operator I	\$22.44	\$23.05	\$23.66	\$24.28	\$24.89	\$25.50
WL	Laborer	\$18.87	\$19.64	\$20.40	\$21.17	\$21.93	\$22.70
WPM	Primary Water Meter Technician	\$18.87	\$19.64	\$20.40	\$21.17	\$21.93	\$22.70

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FY21 (2%) IAMAW Compensation Schedule							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
WFD3	Distribution Operations Foreman	\$28.09	\$29.50	\$30.90	\$32.30	\$33.71	\$35.11
T2	Treatment Operator T2	\$27.83	\$28.98	\$30.12	\$31.26	\$32.41	\$33.55
T2OIT	Treatment Operator T2OIT	\$24.97	\$25.91	\$26.84	\$27.78	\$28.72	\$29.65
T1	Treatment Operator T1	\$22.89	\$23.93	\$24.97	\$26.01	\$27.05	\$28.09
T1OIT	Treatment Operator T1OIT	\$22.37	\$23.41	\$24.45	\$25.49	\$26.53	\$27.57
WPD3	Primary Distribution Operator	\$27.57	\$28.45	\$29.34	\$30.22	\$31.11	\$31.99
WJE	Electrician Journeyman	\$27.57	\$28.45	\$29.34	\$30.22	\$31.11	\$31.99
SD3	Secondary Distribution Operator D3	\$26.01	\$26.95	\$27.88	\$28.82	\$29.76	\$30.69
SD3T	Secondary Distribution Operator D3OIT	\$24.97	\$25.91	\$26.84	\$27.78	\$28.72	\$29.65
SD2	Secondary Distribution Operator D2	\$23.93	\$24.87	\$25.80	\$26.74	\$27.67	\$28.61
SD2T	Secondary Distribution Operator D2OIT	\$22.89	\$23.93	\$24.97	\$26.01	\$27.05	\$28.09
SD1	Secondary Distribution Operator D1	\$22.37	\$23.41	\$24.45	\$25.49	\$26.53	\$27.57
SD1T	Secondary Distribution Operator D1OIT	\$20.81	\$21.74	\$22.68	\$23.62	\$24.55	\$25.49
DMO3	Distribution Mechanic/Operator III	\$25.49	\$26.22	\$26.95	\$27.67	\$28.40	\$29.13
DMO2	Distribution Mechanic/Operator II	\$23.93	\$24.66	\$25.39	\$26.11	\$26.84	\$27.57
DMO1	Distribution Mechanic/Operator I	\$22.89	\$23.51	\$24.14	\$24.76	\$25.39	\$26.01
WL	Laborer	\$19.25	\$20.03	\$20.81	\$21.59	\$22.37	\$23.15
WPM	Primary Water Meter Technician	\$19.25	\$20.03	\$20.81	\$21.59	\$22.37	\$23.15

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SECTION 2: Employees who have occupied the top step of their position for a minimum of one (1) year shall, on their anniversary date of employment, subject to a satisfactory performance for the year presently ending and which they are being evaluated for, and while also being paid at the top step of their position shall receive a lump sum payment or weekly stipend based upon the current rate of pay. The weekly stipend will be determined by dividing the total longevity payment by the amount of pay periods and shall be paid independent of hourly compensation.

Top step of position for:

One year-	1% of employee's current annual base rate of pay.
Two years-	2% of employee's current annual base rate of pay.
Three years-	3% of employee's current annual base rate of pay.
Four years-	4% of employee's current annual base rate of pay.
Five years-	5% of employee's current annual base rate of pay.
Six years-	6% of employee's current annual base rate of pay.
Seven years or more-	7% of employee's current annual base rate of pay.

Such lump sum payment or weekly stipend shall be considered part of base pay, however, a promotion to a higher grade will not result in the loss of any longevity pay that the employee would have been eligible for prior to the promotion. All new hires after July 1, 2011 will be ineligible to receive Longevity payments. Should an employee who opts to receive a weekly stipend resign or be discharged for any reason the balance of longevity earned for the prior year of service shall be paid at that time.

SECTION 3: Effective 7/1/2019 the department staffing requirements shall be determined by the **Superintendent**, based upon Massachusetts Department of Environmental Protection regulations. In the event that a higher graded position becomes available within the department the position shall be advertised within the IMAAW and external publication simultaneously but with priority given to the IMAAW Union. Internal applicants will be evaluated based on credentials, seniority, and work performance in no specific order. If an internal candidate holds the proper credentials but lacks years of service the **Superintendent** may place an employee at a higher position in a probationary capacity until said employee meets the years of service requirements outlined in this agreement but not more than one (1) year. If an employee placed at a higher position in a probationary capacity is unable to perform they shall be returned to their former position without grievance. If a position cannot be filled internally the department may advertise to the public & hire at a grade appropriate for the position as determined by the **Superintendent**.

An employee's progression through the credential based wage schedule is not guaranteed and shall be contingent upon the staffing needs of the department, licensure as defined by 236 CMR 4.00, years of service, and performance. An employee's years of service shall refer to the duration of time an employee has been employed by the Harwich Water Department. Employees shall meet the minimum years of service & credentials as outline below before they are eligible to advance to the next grade.

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	Position	Years of service/Credential requirements
WFD3	Distribution Operations Foreman	15 Years of Service, D3 License, Hydraulics License, CDL Class A
T2	Treatment Operator T2	5 Years of Service
T2OIT	Treatment Operator T2OIT	3 Years of Service
T1	Treatment Operator T1	2 Years of Service
T1OIT	Treatment Operator T1OIT	1 Year of Service
WPD3	Primary Distribution Operator	10 Years of Service, D3 Full Status
WJE	Electrician Journeyman	Active Journeyman License
SD3	Secondary Distribution Operator D3	5 Years of Service, D3 Full Status
SD3T	Secondary Distribution Operator D3OIT	4 Years of Service, D3 OIT License
SD2	Secondary Distribution Operator D2	3 Years of Service, D2 Full Status
SD2T	Secondary Distribution Operator D2OIT	2 Years of Service, D2 OIT License
SD1	Secondary Distribution Operator D1	1 Year of Service, D1 Full Status
SD1T	Secondary Distribution Operator D1OIT	1 Year of Service, D1 OIT License
DMO3	Distribution Mechanic/Operator III	5 Years of Service, Hydraulics License, CDL Class A, D1
DMO2	Distribution Mechanic/Operator II	3 Years of Service, Hydraulics License, CDL Class B
DMO1	Distribution Mechanic/Operator I	1 Year of Service, Hydraulics License,
WL	Laborer	Hiring Step
WPM	Primary Water Meter Technician	Hiring Step

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ARTICLE XI
HOLIDAYS

SECTION 1: The following days shall be considered as holidays and compensated for as provided in Section 2 of this Article:

New Year's Day	Washington's Birthday
Patriots Day	Memorial Day
Independence Day	Martin Luther King's Birthday
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving

Any other day declared a holiday by the Governor, General Court, or the Board of **Selectmen**. Holidays that fall on Saturday shall be observed on the preceding Friday, and holidays that fall on Sunday shall be observed on the Monday immediately following.

SECTION 2: If a holiday falls on an employee's regular work day, he/she shall receive time off without loss of pay, provided he/she is not absent the scheduled work days preceding and following the holiday. Holiday pay may be paid to any employee who is sick the day before or the day after a holiday at the discretion of the **Superintendent**. Said decision shall be non-grievable. When a holiday falls on a regularly scheduled day off, employees will be given a day off with pay within a reasonable time period. If an employee not regularly scheduled (regularly scheduled are those employees who are assigned to work or on-call employees) to work on holidays is called in or assigned to work a holiday other than Thanksgiving Day or December 25, he/she shall receive, in addition to his/her regular week's pay, time and one-half (1 1/2) his/her regular hourly rate for each hour he worked on the holiday. If an employee not regularly scheduled (regularly scheduled are those employees who are assigned to work or on-call employees) to work on holidays is called in or assigned to work on Thanksgiving Day or December 25, he/she shall receive, in addition to his/her regular week's pay, double (2x) his/her regular hourly rate for each hour he/she worked on said holiday. The Town will distribute a list of when holidays are to be celebrated on July first of each year.

SECTION 3: The Water Department shall be closed on the day after Thanksgiving and shall be considered a paid holiday. The on-call person(s) shall handle all emergency calls, subject to the following:

The **Superintendent** will determine adequate and staffing needs and arrangements for those days. If a non on-call employee is called in on the day after Thanksgiving to work, he/she shall be paid at their regular rate of pay or be granted equivalent time off at a later time arranged in advance with **Superintendent**. This section shall not be subject to grievance and arbitration.

ARTICLE XII
VACATIONS

SECTION 1: Vacation benefits shall accrue July 1st of each year, and based upon the number of years of service to be completed by the employee in the coming twelve month period, as follows:

- Less than one (1) year on July 1st – One (1) working day for each completed month worked, up to a maximum of ten (10) working days.
- One (1) year – Eleven (11) working days
- Two (2) years – Twelve (12) working days

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- Three (3) years – Thirteen (13) working days
- Four (4) years – Fourteen (14) working days
- Five (5) years but less than ten (10) years – Seventeen (17) working days
- Ten (10) years but less than eighteen years (18) years – Twenty-two (22) working days
- Eighteen (18) years – Twenty-three (23) working days
- Nineteen (19) years – Twenty-four (24) working days
- Twenty (20) years but less than Twenty-five (25) years – One (1) additional vacation day for each year of service.
- Twenty-five (25) years but less than Thirty (30) years on July 1st – One (1) additional vacation day for each year of service.

SECTION 2: Employees will be allowed to take vacation as they desire where reasonable notice is given to the Superintendent. Where the Superintendent determines that approving a requested vacation period will result in inadequate coverage to perform necessary work, he may deny the requested vacation period. If more than one employee requests the same vacation period and the Superintendent determines that only one such leave can be approved, seniority shall be the determining factor based upon length of service from the date of permanent appointment. Vacation requests should be submitted to the Superintendent at least 30 days prior to proposed leave. The Superintendent shall have fifteen days within which to act upon the vacation request, or it shall be deemed to be granted.

SECTION 3: Vacations shall be taken in the year in which due and shall not accumulate from year to year. Employees may carry two weeks of vacation forward to the new fiscal year, with the prior approval of the Superintendent.

SECTION 4: Upon termination of employment, other than discharge for cause, an employee will be paid his vacation pay on a prorated basis. The prorated basis upon which an employee will be paid will be the rate at which he or she would have earned vacation on the next July 1st, provided that he or she terminates employment on or after his or her anniversary date of employment. In the event of the death of an employee, any such accrued vacation pay shall be payable to his estate.

SECTION 5: The Town agrees to a vacation buy back provision, as follows: An Employee with unused vacation time may buy back the unused vacation time at their regular rate of pay (straight time), provided that the employee was unable to use vacation time due to work load or coverage issues, and subject to sufficient funding, and the prior approval of the Superintendent & Town Administrator.

**ARTICLE XIII
SICK LEAVE**

SECTION 1: Employees shall earn sick leave at the rate of one and one quarter (1 ¼) days per month for each month actually worked, up to a maximum of fifteen (15) days per year. Unused sick leave may be allowed to accumulate from year to year up to a maximum of one hundred fifty (150) days. Sick leave accumulated prior to this Agreement shall continue to accumulate.

SECTION 2: An employee who is out sick and uses all of his or her accumulated sick leave, with one illness will, upon return to work and after working for twenty-six (26) weeks receive back twenty-five percent (25%) of the total sick leave used.

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SECTION 3: If an employee has received both an oral and a written warning concerning his sick leave record, the Town may require the employee to submit a physician's certificate in future absences for sickness prior to paying the employee for his absence.

SECTION 4: The Town may require a doctor's certificate on return to work after being out sick for five (5) consecutive days.

SECTION 5: Employees will be allowed three (3) personal days a year, two of which shall be unrelated to sick leave accrual or use. The third personal day shall be deducted from accumulated sick leave. Reasonable notice must be given to the Superintendent when requesting a personal day. The use of personal days shall not affect the eligibility for a sick leave bonus authorized under SECTION 9 of this Article.

SECTION 6: In the event of the death of an employee, any unused sick leave shall be paid to the estate of the employee. Employees are required to wear safety boots at all times except during scheduled meter reading periods. At which time they may wear tennis shoes or walking shoes.

SECTION 7: A sick leave bank shall be established for prolonged illness. The contribution rate and management is to be determined by the Union. Employees who have accumulated the maximum of 150 days may contribute a maximum of 2 days to the sick leave bank per year in addition to the standard contribution. Days donated to the sick leave bank shall not count against the sick leave bonus provided in accordance with Section 9 of this Article.

SECTION 8: An employee may use sick leave when an immediate family member is ill.

SECTION 9: If an employee uses 5 days or less of sick leave in a fiscal year, he/she will receive a \$325 bonus.

SECTION 10: An employee who retires or upon death after 10 years of service, with a minimum of 100 sick days shall be entitled to be paid for 25% of the accumulated sick leave at his or her current rate of pay.

SECTION 11: The Town will buy back sick days accumulated over 150 at two hours per day at step one of employee's current classification.

SECTION 12: MATERNITY LEAVE

- a.) An employee is entitled to at least twelve (12) weeks of unpaid maternity/paternity leave, provided that she/he has been employed at least three consecutive months, subject to other provisions of this section.
- b.) Said employee is entitled to return to the same or similar position without loss of benefits for which she/he was eligible on the date her/his leave commenced.
- c.) Accrued sick leave benefits shall be provided for maternity leave under the same conditions and terms which apply to other temporary medical disabilities. Accrued sick leave benefits shall be provided paternity leave up to twenty (20) days under the same terms and conditions which apply to other temporary medical disabilities. Sick leave benefits of paternity leave may be extended beyond 20 days for medical reasons with the approval of the Town Administrator.
- d.) A maternity/paternity leave of absence without pay commencing no sooner than three (3) months before the expected birth and terminating no later than three (3) months subsequent to the birth of the child shall be granted to a pregnant employee or domestic partner provided, as follows:

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- e.) Prior to the commencement of maternity leave, the employee shall indicate in writing his/her intention to return to work at the termination of the leave and that she shall notify the Department Head, with a copy to the Town **Administrator** if she/he decided not to return to work.

**ARTICLE XIV
BEREAVEMENT LEAVE**

SECTION 1: Bereavement leave, without loss of pay for death of spouse or child may be granted by the **Superintendent**, and the employee will be granted leave for the next seven (7) work days.

SECTION 2: Bereavement leave, without loss of pay for the death of a parent, brother, sister, mother-in-law, father-in-law, or guardian, may be granted by the **Superintendent**, and the employee will be granted leave for the next five (5) work days.

SECTION 3: Bereavement leave, without loss of pay not to exceed three (3) work days for death of a grandparent, a grandchild, aunt or uncle may be granted by the **Superintendent**.

SECTION 4: Extension of bereavement leave may be granted by the **Superintendent** only if such request is based upon special conditions affecting any member covered by this Agreement.

**ARTICLE XV
JURY DUTY AND MILITARY DUTY
(SUMMER ENCAMPMENT)**

The Town agrees to make up the difference in any employee's wages between a normal week's wages and compensation received, with proof or evidence of such duty.

**ARTICLE XVI
GROUP INSURANCE**

The Town's adoption of c. 69 of the Acts of 2011, the Municipal Health Insurance Act of 2011 ("MHIA") and the MHIA process that followed, including the March, 2012, Agreement Between The Town of Harwich And The Public Employee Committee that resulted in health insurance changes effective July 1, 2012:

SECTION 1: The Town will maintain the same level of hospitalization and life insurance benefits for the duration of this Agreement as exists on the date of its execution.

SECTION 2: Each employee may be required to submit annually to a physical examination administered by a Town-designated physician. Examination by a Town-designated physician may be required at other times during the year where the Town has reason to doubt an employee's ability to perform his or her job in a safe fashion, endangering himself/herself or others. In such instances, the physician's report and recommendation may serve as a basis for medical probation or dismissal.

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SECTION 3: HEALTH INSURANCE

All members covered by this Agreement shall be covered by the health insurance plan offered by the Town of Harwich under the provisions of M.G.L. c. 32B and as further described below. The Town shall contribute seventy-five per cent (75%) of the cost of premiums for health insurance plan provided hereunder. The Town is a member of the Cape Cod Municipal Health Group (“CCMHG”). As a result of the Town’s adoption of c. 69 of the Acts of 2011, the Massachusetts Health Insurance Act of 2011 (“MHIA”) in October, 2011, plan design is determined through the MHIA process, including the current plan design set forth in the March, 2012 Agreement Between The Town of Harwich And The Public Employee Committee (“PEC Agreement”), which is incorporated by reference. The Town agrees that all of the plans and plan structures currently offered by the CCMHG, as referenced in the PEC Agreement, shall be made available to all bargaining unit employees, with the exception of BCBS Master Health Plus-Indemnity Plan. The Union and its members waive any claim arising from them being ineligible to participate in the BCBS Master Health Plus-Indemnity Plan. The Town will continue to meet any bargaining obligation that it has for any health insurance change that it is not allowed to make through the MHIA process.

SECTION 4: HEALTH INSURANCE OPT-OUT PROGRAM

Employees who have been enrolled in a Town offered health insurance plan for at least two consecutive years immediately prior to July 1, 2018, and who remain eligible (during the entire time they seek an opt-out payment) and who opt-out of the Town plan/program shall receive \$1,500 per year (if the employee was enrolled in an individual plan) paid quarterly or \$3,500 per year (if the employee was enrolled in a family plan) paid quarterly, per fiscal year. The opt-out program shall be for a trial period commencing July 1, 2019 and concluding June 30, 2021 and shall “sunset” on that date unless extended by mutual agreement of the parties.

Employees who opt-out for a full year will receive the opt-out payment in the first June pay period. (For example, if an employee opts-out of a family plan effective July 1, 2019, the employee will receive the first quarterly payment in June of 2020)

Employees who are properly enrolled in the opt-out program and retire or resign their employment with the Town of Harwich prior to receipt of the quarterly opt-out payment will be entitled to a pro-rata share of the opt-out payment amount.

In no event will an employee be eligible to receive an opt-out payment if the employee is enrolled in a Town of Harwich or a Regional School District that the Town is a member of offered plan as either a subscriber or dependent.

**ARTICLE XVII
UNIFORMS AND FOUL WEATHER GEAR**

SECTION 1: Employees will be provided with an annual uniform allowance account of \$550. The **Superintendent** will not be arbitrary or capricious in making decisions with respect to what can be purchased with the uniform allowance. Uniforms shall be purchased in accordance with the memorandum titled “Proposed Uniform Selection for IAMAW Union Workers” Dated 9/22/14 voted by the Board of Water **Commissioners**. All variances from this memorandum shall be subject to the approval of the **Superintendent**.

SECTION 2: The Town will maintain an adequate supply of rain gear, including jackets, boots and gloves, for employees who must work in inclement weather.

SECTION 3: Employees working in or near a public way are expected to wear high visibility clothing. The Town shall provide either high visibility safety vests or high visibility shirts.

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SECTION 4: In the event that an employee's shoes are damaged while in the service of the Town, the employee may request a new pair of shoes from his or her superintendent.

SECTION 5: Bargaining Unit employees shall be furnished with one pair of safety toe work boots per year, up to a cost of \$250.

**ARTICLE XVIII
STABILITY OF AGREEMENT**

SECTION 1: No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

SECTION 2: The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquish of the rights of the Town or of the Union to future performance of any such terms or conditions, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

**ARTICLE XIX
MISCELLANEOUS**

SECTION 1: In the event any provision of this Agreement is held unlawful by any court or administrative agency of competent jurisdiction, the remainder of the Agreement shall remain in full force effect.

SECTION 2: No moneys shall be spent under this Agreement unless and until the moneys necessary to implement this Agreement have been appropriated.

SECTION 3: In the event of a conflict between any provision of this Agreement and any personnel ordinance, by-law, rule or regulation, the terms of this Agreement shall prevail.

SECTION 4: Employees covered by this Agreement shall have all their wages and benefits established by the collective bargaining process and by this Agreement. Any wage or benefit established by personnel ordinance, by-law, rule or regulation that is not contained herein shall not apply to employees covered by this Agreement.

SECTION 5: Any violation of the provisions of this Agreement occurring on or before its execution date shall not be a subject of grievance or arbitration unless the provision is specifically stated as having an effective date prior to the date of execution.

SECTION 6: If an employee is required to take a test or examination during non-working hours, that employee will be paid straight time from the time they leave the Water Department until the time they return to the Water Department. The Town agrees to pay (not more than twice) for all special licenses, certifications and re-certifications or special registrations at the Superintendent's discretion.

SECTION 7: The Town agrees to provide tuition reimbursement in accordance with the provisions outlined in the Education Reimbursement Form.

The INTERNATIONAL ASSOCIATION of MACHINISTS and AEROSPACE WORKERS
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SECTION 8: Upon recommendation of the Superintendent and the approval of the Board of Water Commissioners, a selected employee may be awarded one day off with compensation for meritorious service or similar circumstance as determined by the Board of Water Commissioners. This section shall not be subject to grievance and arbitration.

SECTION 9: Certified employees must maintain appropriate levels of training and certification and make reasonable efforts to obtain additional training and to improve their skills.

SECTION 10: The cost of pagers to be carried by Union members shall be paid by the Town. It is understood that only the individual assigned shall be on-call and due additional compensation. Union members must respond verbally to all pagers, but shall not necessarily be required to come to work, in response to a page. Pagers are the sole property of the Town and any other use could result in the loss of the pager.

**ARTICLE XX
DURATION**

This Agreement will be effective as of July 1, 2018, and remain in full force and effect until midnight, June 30, 2021, or until a successor Agreement is executed. By _____, the Union may request that this Agreement be reopened for the purpose of negotiating a successor Agreement. Such request shall be accomplished by the Union's representative delivering a copy of the Union's proposals in hand or by Certified mail, postage prepaid, to the Chairman of the Board of Selectmen.

IN WITNESS WHEREIN, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of September, 2018.

TOWN OF HARWICH

INTERNATIONAL ASSOCIATION of
MACHINISTS and AEROSPACE WORKERS

By:

Christopher Clark, Town Administrator

Date:

Town of Harwich:

By:

Association President

Date:

Negotiation Committee:

Harwich Board of Selectmen

Date:

Date:

V. NEW BUSINESS

B. Nexamp Solar

Dan Pelletier

From: Liz Argo <largo@cvecinc.org>
Sent: Wednesday, August 19, 2020 8:38 AM
To: Dan Pelletier; 'dmahoney@townofsandwich.net'
Subject: FW: First checks?

Hi Dan and Dan,

Just an FYI on when you will finally get your first check! They are saying September.

Thank You,

Liz

#

Liz Argo

Executive Director



Cape & Vineyard Electric Cooperative
23H2 White's Path, Suite 2
South Yarmouth, MA 02664

774-722-1812

From: Charles Nutter <cnutter@nexamp.com>
Sent: Tuesday, August 18, 2020 2:06 PM
To: Liz Argo <largo@cvecinc.org>
Cc: Maria Marasco <mmarasco@cvecinc.org>; Tatsiana Nickinello <tnickinello@cvecinc.org>
Subject: RE: First checks?

Hi Liz,

We now expect the utility to issue the first checks in September. I have asked that our asset manager reach out to me when we receive from Eversource so that I can give you a heads up.

Thanks,
Charles

Charles Nutter

Channel Development Manager
Nexamp | www.nexamp.com
Phone: 978.270.1422

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From: Charles Nutter
Sent: Friday, August 14, 2020 4:42 PM
To: Liz Argo <largo@cvecinc.org>
Cc: Maria Marasco <mmarasco@cvecinc.org>; Tatsiana Nickinello <tnickinello@cvecinc.org>
Subject: RE: First checks?

Hi Liz,

I have a note out to our Asset Management team, I will let you know when I hear back about the date.

Charles

Charles Nutter
Channel Development Manager
Nexamp | www.nexamp.com
Phone: 978.270.1422

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From: Liz Argo <largo@cvecinc.org>
Sent: Friday, August 14, 2020 4:21 PM
To: Charles Nutter <cnutter@nexamp.com>
Cc: Maria Marasco <mmarasco@cvecinc.org>; Tatsiana Nickinello <tnickinello@cvecinc.org>
Subject: RE: First checks?

Hi Charles,

Need to hear from you!

Thank You,

Liz

#

Liz Argo
Executive Director



Cape & Vineyard Electric Cooperative
23H2 White's Path, Suite 2
South Yarmouth, MA 02664

774-722-1812

From: Liz Argo
Sent: Thursday, August 13, 2020 11:05 AM
To: Charles Nutter <cnutter@nexamp.com>
Cc: Maria Marasco <mmarasco@cvecinc.org>; Tatsiana Nickinello <tnickinello@cvecinc.org>
Subject: First checks?

Hi Charles,

Any indication of when the checks will start rolling for Nexamp 2 & 3?

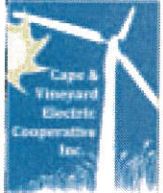
Thank You,

Liz

#

Liz Argo

Executive Director



Cape & Vineyard Electric Cooperative
23H2 White's Path, Suite 2
South Yarmouth, MA 02664

774-722-1812

V. NEW BUSINESS

C. DWSP Grant

Dan Pelletier

From: Thomas, Nathaniel (ENV) <nathaniel.thomas@state.ma.us>
Sent: Thursday, August 13, 2020 11:52 AM
To: Dan Pelletier
Subject: Re: DWSP Grant

Hi Dan,

Sorry for the delayed response. As the next cycle will likely mirror the last round, the next deadline should be in early winter. Given that, should you pursue appraisals now, they would comply with the year-long window.

Stay well.

Kindest regards,

Nathaniel

From: Dan Pelletier <dpelletier@harwichwater.com>
Sent: Friday, July 10, 2020 12:42 PM
To: Thomas, Nathaniel (EEA) <Nathaniel.Thomas1@mass.gov>
Subject: RE: DWSP Grant

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Nathaniel,

I know we spoke about this back in March, obviously a lot has happened since then. Now that we are getting back at it, I have a couple questions regarding the DWSP Grant. We are looking to prepare for the next grant opportunity, as such we are working to have appraisals completed for 3 parcels abutting existing wellfields. Section C of the grant summary states the appraisals must be dated no earlier than 1 year prior to the grant application deadline. That said I do not want to sign a contract to have the appraisals completed and then expire prior to the next grant opportunity. Do you have any info on when the next round will be released?

Thank You,

Dan Pelletier
Superintendent
Harwich Water Department
O. (508) 432-0304 x. 110
C. (774) 722-7963

From: Thomas, Nathaniel (ENV) <nathaniel.thomas@state.ma.us>
Sent: Tuesday, March 3, 2020 2:42 PM