

Town of Harwich  
**BOARD OF WATER/WASTEWATER COMMISSIONER'S MEETING AGENDA\***  
*Conference Room, Harwich Water Department  
196 Chatham Rd, Harwich, MA  
Thursday, July 15, 2021, 11:00 a.m.*

- I. CALL TO ORDER
- II. CONSENT AGENDA
  - A. Minutes
    - 1. June 9, 2021
    - 2. June 24, 2021
    - 3. June 30, 2021
- III. ABATEMENTS
  - A. FY21 Q4 Water Department Usage
  - B. FY21 Q4 Internal Adjustments
- IV. PUBLIC HEARINGS/PRESENTATIONS
  - A. Discussion and possible vote to approve Sewer Rates & Fees- 11:00 a.m.
- V. OLD/UNFINISHED BUSINESS
  - A. 53 Neel Rd- *Update*
- VI. CONTRACTS
  - A. GHD Agreement- *Vote & Sign*
  - B. GZA Agreement- *Vote & Sign*
  - C. Ti-Sales Bid Renewal- *Vote & Sign*
- VII. NEW BUSINESS
  - A. New Water Main Inspector; Brian Celia
  - B. FY21 FYE Water Budget
  - C. FY21 FYE Wastewater Budget
  - D. Wastewater- *Update*
- VIII. SUPERINTENDENT'S REPORT
- IX. COMMISSIONER'S REPORT
- X. CORRESPONDENCE/ANY OTHER BUSINESS
- XI. NEXT MEETING: TBD
- XII. OPEN PUBLIC FORUM
- XIII. 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](mailto:customerservice@harwichwater.com)*

Authorized Posting Officer:

Tracey Alves

Tracey Alves, Board Secretary

Posted By: \_\_\_\_\_

Town Clerk

Date: \_\_\_\_\_

## II. CONSENT AGENDA

### A. MINUTES

1. June 9, 2021
2. June 24, 2021
3. June 30, 2021

**MINUTES  
HARWICH WATER DEPARTMENT  
BOARD OF WATER/WASTEWATER COMMISSIONERS  
WEDNESDAY, JUNE 9, 2021  
1:00 P.M.**

**WATER COMMISSIONER'S PRESENT:** Chair Gary Carreiro, Vice Chair Judith Underwood, Clerk Allin Thompson, Noreen Donahue, John Gough

**OTHERS PRESENT:** Superintendent Dan Pelletier, Comptroller Sandra Sieger, Administrative Assistant Tracey Alves, Selectman Michael MacAskill

**CALL TO ORDER**

Chair Carreiro called the meeting to order 1:05 p.m.

**CONSENT AGENDA**

**A. Minutes**

- 1. April 28, 2021**
- 2. May 6, 2021**
- 3. May 26, 2021**

Chair Carreiro entertained a motion to approve the Consent Agenda. Clerk Thompson moved to adopt the Minutes of April 28, May 6 and May 26 as presented. Commissioner Donahue seconded the motion; 4-0-0.

**NEW BUSINESS**

**A. Proposed Water Rate Increase**

The Board reviewed the newly proposed water rates. Superintendent Pelletier provided an overview on how the rates came to be. One of the difficult things that has to be overcome when determining water rates is seasonality. This means that water rates are based with the anticipation of having a wet year, meaning less water will be pumped. Another component is that the Water/Wastewater Commission elected to generate a surplus revenue in the amount of 10% so the rates are structured for a budgeted surplus to fund future capital improvements.

Several rate tables were reviewed. The Board favored water rate "Scenario G" which consists of a \$10 increase in the quarterly base charge and a 5% increase to consumption.

Chair Carreiro motioned to adopt "Scenario G." Commissioner Donahue seconded the motion, all in favor; 5-0-0.

**B. Sewer Rates**

Superintendent Pelletier was able to evaluate Chatham's sewer rates to come up with the newly proposed sewer rates for Harwich. In general, the cost to treat wastewater is two to three times

higher than the cost to treat drinking water. The Chatham to Harwich conversion is a starting point. Further discussion regarding sewer rates will take place at the next Board meeting.

Commissioner Donahue spoke of a tax credit available through the State of up to \$15,000 for a sewer connection. Information regarding the tax credit will be added into the materials that are sent out with the Orders to Connect.

### **C. Water/Wastewater Superintendent Evaluation**

The Superintendent's Evaluation will be added to the next agenda.

### **SUPERINTENDENT'S REPORT**

Superintendent Pelletier informed the Board of the remote Enterprise Fund Workshop that will take place on Wednesday, June 23, 2021 from 9:00am-noon.

The next Board meeting will take place on June 24, 2021 at 8:30am.

The Water Rate hearing will take place on June 30, 2021 at 1:00pm.

The Sewer Rate hearing will take place on July 15, 2021 at 11:00am.

Superintendent Pelletier provided the Board with an update on the Pleasant Lake Tank project. The work done to the tank should improve hydraulics, flow and pressure in the system.

### **COMMISSIONER'S REPORT**

Superintendent Pelletier provided the Board with an update on the water restrictions.

### **NEXT MEETING**

The next Board meeting will be held on Thursday, June 24, 2021 at 8:30am.

### **ADJOURNMENT**

Clerk Thompson entertained a motion to adjourn at 3:29pm. Vice Chair Underwood moved the motion with a second by Commissioner Donahue; 4-0-0.

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Gary Carreiro, Chairman

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Judith Underwood, Vice Chair

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Allin P. Thompson, Clerk

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Noreen Donahue

\_\_\_\_\_  
John Gough

\_\_\_\_\_  
Dan Pelletier, Superintendent

\_\_\_\_\_  
Tracey Alves, Board Secretary



**MINUTES  
HARWICH WATER DEPARTMENT  
BOARD OF WATER/WASTEWATER COMMISSIONERS  
THURSDAY, JUNE 24, 2021  
8:30 A.M.**

**WATER COMMISSIONER'S PRESENT:** Chair Gary Carreiro, Vice Chair Judith Underwood, Clerk Allin Thompson, Noreen Donahue, John Gough

**OTHERS PRESENT:** Superintendent Dan Pelletier, Comptroller Sandra Sieger, Billing Administrator Wellesley Marsh, Administrative Assistant Tracey Alves, Russ Kleekamp, Tom Sexton

**CALL TO ORDER**

Chair Carreiro called the meeting to order 8:30am.

**CONSENT AGENDA**

**A. Minutes**

**1. June 9, 2021**

The minutes from June 9, 2021 were not ready and will be added to the next agenda.

**OLD/UNFINISHED BUSINESS**

**A. Water/Wastewater Superintendent Evaluation**

Chair Carreiro provided copies of the employee relations evaluations of the Superintendent to the Commissioners for review.

Each of the Commissioners will fill out an evaluation of the Superintendent to have ready for review at the next meeting.

**B. Sewer Rates**

The Board reviewed various scenarios of sewer rates and was in favor of an adjusted "Scenario C" with a \$75.00 quarterly base rate.

Clerk Thompson moved to adopt sewer rate "Scenario C" with a quarterly base rate of \$75.00 and with \$0 first tier, tier two \$5.43, tier three \$5.83 and tier four \$6.05. Vice Chair Underwood seconded the motion. All in favor; 5-0-0.

Superintendent Pelletier clarified that in the packet, Scenario C reflects a \$65.00 base rate and Clerk Thompson's motion included a change in what was presented to be a quarterly base rate of \$75.00.

## **NEW BUSINESS**

### **A. Route 28 Water Main Replacement Design**

Engineer Russ Kleekamp of GHD Consulting went over the scope of work proposed for replacing 2.4 miles of cast iron water main on Route 28. The project would be planned to take place in advance of MA DOT's paving schedule.

### **B. New Source Design**

Tom Sexton of GZA GeoEnvironmental provided the Board with background information about his company's experience, knowledge of geology and ground water exploration in regards to the upcoming well exploration project.

### **C. Buck Slip(s) Inclusion with Q4 Water Bills**

Superintendent Pelletier informed the Board that the Board of Health is interested in including a buck slip in with the Water Department's upcoming Q4 July water bills to inform residents of the new fertilizer control regulation.

Clerk Thompson moved to approve the inclusion of the buck slip in with the Q4 water bill. Vice Chair Underwood seconded the motion. All in favor; 5-0-0.

## **SUPERINTENDENT'S REPORT**

Superintendent Pelletier provided an update on the plantings the Food Forest Initiative Group did on the well property off of Bay Rd and discussed the possible expansion of the project.

The procurement of the bottle filling stations has begun. For Brooks Park the Historic District application is required. Superintendent Pelletier will meet with the Town Administrator next week.

Verizon is doing antenna upgrades on both the Route 39 water tank as well as the Oak St tank.

Lead and Copper sampling will start next month.

The Department is finally inching closer to the Elements work order software upgrade.

Superintendent Pelletier has his final meeting with Horsley & Whitten this afternoon regarding the Risk & Resiliency assessment that the Department put together in response to the 2018 America's Water Infrastructures Act.

Superintendent Pelletier received correspondence regarding 53 Neel Rd's denied abatement. The topic will be revisited at the next meeting.

The June to date pumping comparison from this year to last year was reviewed which showed the middle of the month to be quite a bit lower than last year which is indicative of the response to the water restrictions.

## COMMISSIONER'S REPORT

The next Board meeting will take place on Wednesday, June 30, 2021 at 1:00p.m.

The following Board meeting/Sewer Rate hearing will take place on Thursday, July 15, 2021 at 11:00a.m.

A Wastewater menu has been added to the Water Department website. The proposed sewer rates will be available there for viewing.

## NEXT MEETING

The next Board meeting will be held on Wednesday, June 30, 2021 at 1:00 p.m.

## ADJOURNMENT

Chair Carreiro motioned to adjourn at 11:03a.m. Clerk Thompson moved the motion with a second by Chair Carreiro. All in favor; 5-0-0.

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Gary Carreiro, Chairman

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Dan Pelletier, Superintendent

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Judith Underwood, Vice Chair

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Tracey Alves, Board Secretary

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Allin P. Thompson, Clerk

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Noreen Donahue

\_\_\_\_\_  
John Gough

**MINUTES  
HARWICH WATER DEPARTMENT  
BOARD OF WATER/WASTEWATER COMMISSIONERS  
WEDNESDAY, JUNE 30, 2021  
1:00 P.M.**

**WATER COMMISSIONER'S PRESENT:** Chair Gary Carreiro, Clerk Allin Thompson, Noreen Donahue, John Gough

**OTHERS PRESENT:** Superintendent Dan Pelletier, Comptroller Sandra Sieger, Billing Administrator Wellesley Marsh, Administrative Assistant Tracey Alves

**CALL TO ORDER**

Chair Carreiro called the meeting to order 1:00p.m.

**CONSENT AGENDA**

**A. Minutes**

- 1. June 9, 2021**
- 2. June 24, 2021**

The consent agenda for minutes from June 9, 2021 and June 24, 2021 were not ready and will be added to the next meeting agenda.

**PUBLIC HEARINGS/PRESENTATIONS**

**A. Discussion and possible vote to approve increase to Water Rates & Fees- 1:00p.m.**

Chair Carreiro welcomed the public to the public hearing. The purpose of the public hearing is to receive public input regarding the proposed increase in water rates. The proposed increase in water rates are as follows:

PROPOSED WATER RATES		
Base Rate	45.00	quarterly
1,000 – 8,000 Gallons	1.35	per 1,000 gallons
8,001 – 15,000 Gallons	2.78	per 1,000 gallons
15,001 – 40,000 Gallons	4.15	per 1,000 gallons
40,001 + Remaining Gals	6.01	per 1,000 gallons

Chair Carreiro took a motion to open the public hearing with a second by Commissioner Donahue. All in favor; 4-0-0.

Superintendent Pelletier provided an overview of how the newly proposed water rate structure came to be. Analysis began three years ago. The result of this analysis determined that the current water rate structure cannot support operations and capital needs beyond fiscal year 2021.

Commissioner Donahue clarified for the public that the proposed rates represent a 5% increase and that is for two years, FY22 and FY23 and at that point the rates will be reevaluated. Also, the quarterly base rate will be increased by \$10.00.

Clerk Thompson moved to adopt the proposed water rates as proposed for the upcoming two fiscal years for go into effect July 2021. Commissioner Donahue seconded the motion; 4-0-0.

The water rates have not been increased in six years.

## **OLD/UNFINISHED BUSINESS**

### **A. Water/Wastewater Superintendent Evaluation**

Chair Carreiro provided an overview of the Superintendent's goals and objectives for this year. Chair Carreiro relayed that three goals and objectives may be fair versus five going forward.

Goals for this year included the design for the Pleasant Lake water tank upgrades, which is complete, installation of a generator at T1 which is not yet complete due to Covid, redesign the flushing program and address existing flow issues is on hold due to water restrictions, DWSP Grant for land acquisition relative to water resource protection was approved at town meeting and the Well Exploration project was also approved.

Chair Carreiro mentioned that employee feedback was positive.

Superintendent Pelletier has come up with multiple ways to save taxpayers money. He discovered \$50,000 in savings from wastewater operations, the HWD crew working on the exterior of the Pleasant Lake Ave tank saved taxpayers approximately \$200,000. The DRI form from the Cape Cod Commission is approximately another \$70,000 in savings. Lastly, in FY20 \$465,865 was turned back.

Commissioner Donahue commented that the Cape Cod Commission may not have granted the \$5,000,000 out of their pool of rental money had Dan not have been one of the forces to get Harwich into the position that it is in now with Wastewater.

The Board discussed future goals for Superintendent Pelletier. One goal is that Superintendent Pelletier wants to update the Department's flushing book in-house. With respect to activating the sewer collection system, Superintendent Pelletier relayed that there is still a degree of work that needs to be done and it's going to be a pretty decent undertaking. Route 28 water main replacement and well exploration progress to be made are also a priority.

In regards to communication, Chair Carreiro commented that it would be beneficial for the Superintendent to hold more weekly, morning meetings to make sure that everyone is on the same page.

A tally of the scores given to the Superintendent by the Commissioner's were discussed and a group average will soon be determined.

Right now the Superintendent is presently at a step 8 within the Personnel By-Law. Superintendent Pelletier asked the Board if they may want to do a 3-5 multi-year contract with a vehicle stipend. The Board was in favor of this idea. The process would require a Charter change. The Selectmen would be involved in the process of changing the Charter.

Chair Carreiro recommended Superintendent Pelletier move to a Step 10, which would be \$131,000 and change. Clerk Thompson moved to approve Step 10 with a second by Commissioner Donahue; 4-0-0.

Chair Carreiro entertained a motion to approve for either the Chair or a member of the Board to meet with the Select Board and Town Administrator and Dan to start the process of contract discussion. Clerk Thompson moved the motion with a second by Commissioner Donahue. Chair Carreiro clarified that by authorizing a member or the Chair to act on behalf is no way giving that person the authority to vote on behalf of the Board. It would be to put a contract together and bring it back to the Board for a vote. All in favor; 4-0-0.

Superintendent Pelletier will have his evaluation and the Board's combined evaluation at the next meeting.

## **NEW BUSINESS**

### **A. Board Reorganization**

Chair Carreiro nominated Allin Thompson for Vice Chair. Commissioner Donahue seconded the motion; 4-0-0.

Allin Thompson nominated Gary Carreiro for Chair with a second by John Gough; 4-0-0.

Allin Thompson moved that Noreen Donahue become the new Clerk with a second by Gary Carreiro; 4-0-0.

## **SUPERINTENDENT'S REPORT**

Superintendent Pelletier received correspondence from the Fire Department regarding the new environmentally friendly foam they use. They no longer use Class B foam and have disposed of it through Mass DEP.

The Pleasant Lake tank is now in the process of filling up. Bacteria tests will be performed prior to the tank going back on-line.

Superintendent was able to get the agreement signed by Weston & Sampson for them to attend the first start-up and training for the wastewater pump stations. The first functional demonstration test will be on July 8<sup>th</sup> and then a full test out with DEP will need to take place prior to the system going on-line. Channel 18 will record it.

**NEXT MEETING**

The next Board meeting will be held on Thursday, July 15, 2021 at 11:00 a.m.

**ADJOURNMENT**

Chair Carreiro motioned to adjourn at 1:46p.m. Clerk Thompson moved the motion with a second by Commissioner Donahue. All in favor; 5-0-0.

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Gary Carreiro, Chairman

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Dan Pelletier, Superintendent

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Judith Underwood, Vice Chair

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Tracey Alves, Board Secretary

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Allin P. Thompson, Clerk

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Noreen Donahue

\_\_\_\_\_  
John Gough

### III. ABATEMENTS

A. FY21 Q4 Water Dept Usage; \$2,060.82

B. FY21 Q4 Internal Adjustments; \$1,099.53



MUST BE FILED WITH THE HARWICH BOARD OF WATER COMMISSIONERS  
NO LATER THAN THE DUE DATE WHICH THE WATER CHARGE BECAME A PART

TOWN OF HARWICH  
WATER DEPARTMENT  
APPLICATION FOR ABATEMENT

RECEIVED: 7/9/2021  
ACCOUNT: VARIOUS

To the Board of Water Commissioners:

NAME OF APPLICANT: HARWICH WATER DEPARTMENT hereby applies for abatement.

PROPERTY OWNER: HARWICH WATER DEPARTMENT

PROPERTY LOCATION: VARIOUS

EMAIL ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_

TOTAL BILL AMOUNT: \$2,060.82 WATER BILL #: SEE ATTACHED

AMOUNT REQUESTED: \$2,060.82

REASON FOR ABATEMENT REQUEST (attach additional sheet if necessary)

**QUARTERLY DEPARTMENT WATER BILL ABATEMENTS**

SIGNATURE OF APPLICANT:  DATE: July 9, 2021

SUBMIT THIS FORM TO THE HARWICH WATER DEPT. 196 CHATHAM ROAD, HARWICH, MA 02645  
ATTN: BOARD OF WATER COMMISSIONERS OR FAX TO (888) 774-3557.

**BOARD OF WATER COMMISSIONERS**

APPROVED  DENIED

**NOTES:**

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\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
DATE SIGNATURE

**SEE REVERSE SIDE (PAGE 2) FOR RELATED REGULATIONS & APPEAL PROCESS**

196	CHATHAM RD (BLDG A) A	00150	405134	\$38.87	
196	CHATHAM RD (BLDG B) B	00349	405332	\$36.29	
85	DEPOT RD BRUCE	02949	407929	\$37.58	
196	CHATHAM RD OFFIC	08003	412970	\$40.16	
1046	ORLEANS RD *PIT	08337	413302	\$35.00	
196	CHATHAM RD (RAW) RAW	09725	414687	\$35.00	
196	CHATHAM RD TRH2O	09726	414688	\$36.29	
85	DEPOT RD T2	09727	414689	\$248.42	
85	DEPOT RD RAW	09728	414690	\$35.00	
85	DEPOT RD TRH2O	09729	414691	\$196.94	
151	BAY RD TREAT	09730	414692	\$408.58	
151	BAY RD RAW	09731	414693	\$35.00	
151	BAY RD TREAT	09732	414694	\$36.29	
139	NORTH WESTGATE RD STA10	09733	414695	\$322.78	
205	PLEASANT BAY RD 11 TR	09734	414696	\$214.10	
205	PLEASANT BAY RD RAW	09735	414697	\$36.29	
196	CHATHAM RD LSINK	09740	414702	\$35.00	
139	NORTH WESTGATE RD STA10	09981	414942	\$36.29	
196	CHATHAM RD ANLZR	10204	415155	\$196.94	
				\$2,060.82	

Water Enterprise Fund  
**FY21 Q4 INTERNAL A/R ADJUSTMENTS**

Total	<b>(\$1,099.53)</b>	Gary Carreiro, Chairman
Meeting Date	<b>04/15/21</b>	Judith Underwood, Vice Chair
		Allin Thompson, Clerk
		Noreen Donahue
		John Gough

EFF DATE	ADJTYPE	PER	JOURNAL	SRC	REF1	AMOUNT
04/02/21	1WATER	10	28	UBM	4221	-161.94
04/02/21	1WATER	10	25	UBM	4221	35.60
04/02/21	1WATER	10	25	UBM	4221	-263.12
04/02/21	1WATER	10	24	UBM	040221	-36.29
04/06/21	1WATER	10	47	UBM	040621	70.00
04/06/21	3SEASN	10	47	UBM	040621	-50.00
04/27/21	3SEASN	10	282	UBM	042721	-50.00
04/29/21	1WATER	10	321	UBM	042921	36.29
05/04/21	3STIP	11	11	UBM	050421	-51.00
05/11/21	NSF	11	112	UBM	051121	25.00
06/15/21	3STIP	12	136	UBM	061521	-170.00
06/15/21	MKOUT	12	136	UBM	061521	-25.00
06/25/21	1WATER	12	278	UBM	62521	-6.45
06/25/21	1WATER	12	277	UBM	62521	-127.62
<b>TOTAL SERVICE ADJUSTEMENTS</b>						<b>-774.53</b>

DATE	TYPE	ACCT	BILLNO	ADDRESS	AMOUNT
04/04/21	LFEE	4921	388898	14 SEQUATTOM RD	-25.00
04/01/21	LFEE	8765	392727	4 DRUM LN	-25.00
04/06/21	LFEE	1653	385639	3 Shore Rd Ext	-25.00
04/07/21	LFEE	8690	392652	130 HEADWATERS DR	-25.00
04/07/21	LFEE	8779	392741	9 BELLS NECK RD, 9	-25.00
05/04/21	LFEE	4502		231 ROUTE 28	-25.00
05/24/21	LFEE	3182	376263	447 GREAT WESTERN RD	-25.00
05/24/21	LFEE	3182	387161	447 GREAT WESTERN RD	-25.00
06/03/21	LFEE	6262	390236	23 SANDY LN	-25.00
06/07/21	LFEE	7122	401541	136 FACTORY RD #5	-25.00
06/08/21	LFEE	7500	401917	19 CRESTVIEW DR	-25.00
06/11/21	LFEE	7959		14 FAIRVIEW AVE	-25.00
06/15/21	LFEE	2882		106 HOYT RD	-25.00
<b>TOTAL LATE FEES</b>					<b>-325.00</b>

## IV. PUBLIC HEARING @ 11:00 A.M.

### A. Sewer Rates & Fees Discussion/Vote

**PROPOSED SEWER RATES**  
**TOWN OF HARWICH**

The Harwich Board of Water & Wastewater Commissioners will be holding a public hearing on **July 15, 2021 at 11:00 a.m.** at the Harwich Water Department, 196 Chatham Road, Harwich, MA 02645. The purpose of the hearing is to receive public input regarding the proposed new sewer rates established by the Board of Water & Wastewater Commissioners.

<b>PROPOSED SEWER RATES</b>		
<b>Base Rate &amp; 1<sup>st</sup> 8,000 Gallons</b>	<b>75.00</b>	<b>Quarterly</b>
<b>Tier 1 (0-8,000 Gallons)</b>	<b>0.00</b>	<b>Included in base rate</b>
<b>Tier 2 (8,001–15,000 Gallons)</b>	<b>5.43</b>	<b>per 1,000 gallons</b>
<b>Tier 3 (15,001 – 40,000 Gallons)</b>	<b>5.83</b>	<b>per 1,000 gallons</b>
<b>Tier 4 (40,001 + Gallons)</b>	<b>6.05</b>	<b>per 1,000 gallons</b>
<b>Proposed sewer rates effective July 16, 2021</b>		

The proposed sewer rates are available for viewing at <http://www.harwichwater.com/wastewater/proposed-sewer-rates.html>. Hard copies are available at the Water Department office at 196 Chatham Road, Harwich MA and also at the Town Clerk's office at 732 Main Street, Harwich MA.

All interested parties are invited to attend. Written comments should be received by the Board of Water & Wastewater Commissioners on or before Noon on Friday, July 9, 2021 by mail or email to [commissioners@harwichwater.com](mailto:commissioners@harwichwater.com).

Gary Carreiro, Chairman  
Harwich Board of Water & Wastewater Commissioners

## V. OLD/UNFINISHED BUSINESS

### A. 53 Neel Road Update





**THE COMMONWEALTH OF MASSACHUSETTS**

**APPELLATE TAX BOARD**

100 CAMBRIDGE STREET

SUITE 200

BOSTON, MASSACHUSETTS 02114

Phone: (617) 727-3100 Fax: (617) 727-6234

TOWN OF HARWICH

JUL 08 2021

July 3, 2021

Docket No. X309574

Appellant : Brian Conboy

Appellee : Harwich

ASSESSORS OFFICE

**NOTICE OF FILING OF STATEMENT UNDER INFORMAL PROCEDURE**

Assessors:

Notice is hereby given that **Brian Conboy** filed a Statement Under Informal Procedure on **6/29/2021**. A copy of the Statement is enclosed. All papers and correspondence in this matter should hereafter bear the caption **Brian Conboy v. Harwich** and the docket number **X309574**.

No further pleadings are required under this informal procedure if the Appellee intends to offer no other defense than the property was not overvalued or was not properly classified ; otherwise, the Answer must be filed within thirty (30) days of the receipt of this Notice.

If the assessed value exceeds \$20,000.00, the Appellee may elect to have the appeal heard under Formal Procedure by so notifying the Clerk in writing and by paying the transfer fee of \$65.00 each within thirty (30) days of the receipt of this notice.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Wm. J. Roberts".

Clerk of the Board

THE COMMONWEALTH OF MASSACHUSETTS  
APPELLATE TAX BOARD

STATEMENT UNDER INFORMAL PROCEDURE  
APPEAL FROM ASSESSORS' DENIAL OF ABATEMENT APPLICATION

Docket No. X- 309574 TOWN OF HARWICH

JUL 08 2021

ASSESSORS OFFICE

Brian Conboy  
Appellant (Print full name of each appellant)

vs.

BOARD OF ASSESSORS OF THE CITY(TOWN) OF HARWICH, MA BOARD OF WATER/WASTEWATER COMMISSION \_\_\_\_\_  
Appellee

1. This is an appeal from the refusal of the appellee to abate a tax assessed (or grant an exemption under Clause \_\_\_\_\_) for the fiscal year 2021 on property owned or occupied by the appellant on January 1, 2021.
2. The address or location of the property is 53 Neel Road, Harwichport, MA 02646.
3. Property type: *single-family residence*;  *condominium*;  *multi-family*  *apartment building*;  *hotel*;  *office*;  *retail*;  *industrial*;  *other real estate (describe)* \_\_\_\_\_  *personal property (describe)*: Water bill
4. The appellee valued the property at \$ \_\_\_\_\_ and assessed a tax thereon at the rate of \$ \_\_\_\_\_ per \$1000 in the total amount of \$ 1,455.34.
5. Dates on which taxes were paid: 05/04/2021; Amount of interest, if any: \$0.00
6. Date the appellant applied for an abatement in writing to the appellee: 04/05/2021
7. Date the appellee denied the abatement: 04/14/2021; if a partial abatement was granted, date of partial abatement and amount of assessment after the partial abatement: (date): \_\_\_\_\_; (amount): \_\_\_\_\_ (attach copy of abatement certificate)
8. The appellant is aggrieved by the decision of the appellee and contends that the property was overvalued and/or the following claim(s): unreasonable amount of water usage (266,000 gallons); and requests that a hearing be held and that the Board grant an abatement.
9. Mailing address of appellant: 48 Feather Lane, Old Tappan, NJ 07675
10. Service of papers in connection with this appeal may be made on appellant or his/her attorney at:

RECEIVED  
JUN 29 2021  
APPELLATE TAX BOARD

(Print Name) Brian Conboy (Print Address) 48 Feather Lane, Old Tappan, NJ 07675  
(Attorney's BBO Number) \_\_\_\_\_ (Tel. No.) (\_\_\_\_\_) \_\_\_\_\_

[Signature] 06.21.21  
Signature

WAIVER OF APPEAL AND ELECTION OF INFORMAL PROCEDURE

The appellant hereby waives any right of appeal to the Appeals Court or Supreme Judicial Court from any decision of the Appellate Tax Board, except upon questions of law raised by the pleadings, or by an agreed statement of facts, or shown by the report of the Board, and elects the informal procedure for the determination of the petition for abatement in the above-named appeal. By electing the informal procedure, the appellant waives any right to a report of the Board or other statement of reasons for the Board's decision pursuant to G.L. c. 58A, §13. The Appellant's waiver of the right of appeal and the right to a report or other statement of reasons for the Board's decision shall be void if the appeal is transferred by the appellee to the formal procedure pursuant to G.L. c. 58A, §7A.

Signature (MUST BE SIGNED) [Signature] 06-21-21

APPELLANT MUST FILE AN ORIGINAL AND TWO COPIES OF THIS FORM



RE: Account 00842/53 Neel Road – Appeal April 14<sup>th</sup> abatement decision

We would like to appeal the abatement decision of April 14 2021 in accordance with Massachusetts General Laws Chapter 59 Section 64. Payment in full (\$1,455.34) was made on May 4, 2021.

Background: Jane, my children and I rented this home for 2 weeks every year for 25 years. We were able to purchase from Phil Waystack in Nov 2018. We plan on retiring there in a few years but until then can only enjoy it during the summer and some weeks/weekends in the off season (Jane is a teacher and only off in the summer). Our basement is approx. 15 years old. It has **concrete walls and floor**. It is approx. **15' x 8'**. Jane and I were at our home on February 14. As always, I check the basement to ensure all is ok. One of the valves at the boiler failed. Even though there was approx. 6" of water down there, I was able to turn off the main valve quickly. I caught the leak in time. The **boiler and the hot water heater were not ruined** and didn't even need repair (they are approx. 6" off the floor). We had our plumber, Scott Andreasson, come over in less than 1/2 hour and fixed the issue. Based on the above, we feel that it is impossible 266,000 gallons of water (approx. 3 very large swimming pools) was used. Everything else is in order. We have 3 brand new toilets, no apparent other leaks and we put in a well for irrigation approx. 2 years ago. Jane and I would appreciate any abatement amount that you might consider.

Thank you for the consideration.

Sincerely,

-Brian Conboy  
53 Neel Road  
201-566-6854

**APPELLANT MUST FILE AN ORIGINAL AND TWO COPIES OF THIS FORM**



Town of Harwich Water Department  
Board of Water & Wastewater Commissioners

196 Chatham Road, Harwich, MA 02645 USA \* [www.harwichwater.com](http://www.harwichwater.com)  
P. 508-432-0304 \* [commissioners@harwichwater.com](mailto:commissioners@harwichwater.com)

April 14, 2021

Conboy, Brian K  
48 Feather Ln  
Old Tappan, NJ 07675

Re: Account # 00842 / 53 Neel Rd

Dear Mr. Conboy,

The Board of Water & Wastewater Commissioners met in official session on Thursday, April 8, 2021. During the meeting the Board reviewed your request for the abatement of charges related to water bill # 395282 in the amount of \$1455.34.

The Board voted to deny the request for abatement, however they did approve for a payment plan to be scheduled if necessary. If you would like to schedule a payment plan please contact the office at 508-432-0304.

Please be advised that you may appeal this decision under the conditions provided in Massachusetts General Laws Chapter 59, §§64 – 65B.

Thank you,

Tracey Alves  
Board Secretary

Cc: File

Gary Carreiro  
Chair

Judith Underwood  
Vice Chair

Allin Thompson  
Clerk

## VI. CONTRACTS

A. **GHD** Vote & Sign

B. **GZA** Vote & Sign

C. **Ti-Sales** Vote & Sign

A. GHD

**AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES  
BETWEEN  
THE TOWN OF HARWICH, MASSACHUSETTS  
AND GHD  
FOR ROUTE 28 WATER MAIN DESIGN**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2021 between GHD, with a usual place of business at 1545 Iyannough Road, Hyannis, MA 02601, hereinafter called the "ENGINEER," and the Town of Harwich, MA, acting by its Board of Water/Wastewater Commissioners, with a usual place of business at 196 Chatham Road, Harwich, MA 02645, hereinafter called the "TOWN".

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

1. Scope of Work

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

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a not to exceed amount of Four Hundred Eighty Five Thousand One Hundred Ninety-Eight Dollars and Zero Cents (\$485,198.00), subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$485,198.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on \_\_\_\_\_ and shall expire on \_\_\_\_\_, unless terminated sooner in accordance with this Agreement.

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

4. Performance of the Work

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

A. Responsibility for the Work:

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

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

purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

approved, in advance, by the TOWN; or (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

Limitation of Liability: Notwithstanding anything to the contrary in this Agreement, neither party to this Agreement shall be liable to the other for any consequential, special, indirect, incidental or punitive damages arising from this Agreement including but not limited to loss of use, revenue, profits and goodwill. The foregoing disclaimer of liability shall apply regardless of whether such liability is based on breach of contract, tort (including without limitation negligence), strict liability, breach of a fundamental term, fundamental breach, or otherwise.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts directly related to the performance of this Agreement in a minimum amount of \$1,000,000.00.



- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of three (3) years after completion.

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

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.
- H. Liability is limited to the proceeds of the applicable insurance policies taken out by ENGINEER under this Agreement, but not to exceed the minimum amounts of those policies specified in this Agreement.

## 12. Notice

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

13. Termination

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

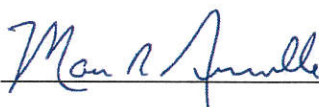
14. Miscellaneous

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

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

ENGINEER:

TOWN OF HARWICH:

By: 

By: \_\_\_\_\_

Name: Marc Drainville, P.E.

Name: Daniel Pelletier

Title: Vice President

Title: Water Superintendent

TOWN OF HARWICH:

TOWN OF HARWICH:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Allin P. Thompson

Name: Judith Underwood

Title: Board of Water / Wastewater  
Commissioners

Title: Board of Water / Wastewater  
Commissioners

TOWN OF HARWICH:

TOWN OF HARWICH:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Gary Carreiro

Name: John Gough

Title: Board of Water / Wastewater  
Commissioners

Title: Board of Water / Wastewater  
Commissioners

TOWN OF HARWICH:

By: \_\_\_\_\_

Name: Noreen Donahue

Title: Board of Water / Wastewater  
Commissioners

Approved as to the Availability of Funds:

DocuSigned by:

*Carol Coppola*

40C32039D33D434...

Finance Director

Contract Sum: \$485,198.00

This is **EXHIBIT A**, consisting of two pages, referred to in and part of the **Agreement between Town of Harwich and GHD for Professional Services**.

## **GHD's Services**

---

GHD shall provide Basic Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### *A1.01 Specific Project Data*

**Title:** FINAL DESIGN OF ROUTE 28 WATER MAIN REPLACEMENT

**Description:** To develop final design plans suitable for public bidding for a new water main on Route 28. Project boundaries shall be from the Harwich/Dennis town line to the intersection of Route 28 and Lower County Road in Harwich, approximately 2.4 miles.

The following items shall be considered as part of the final design:

- The design shall consider removal and replacement of the existing 10-inch cast iron water main with a new 10-inch ductile iron water main.
- Temporary water mains will be required for the removal and replacement of the existing main. Temporary water main plans will be provided as part of the final design.
- New water main will be designed with stubs (approximately 20-feet) on intersecting roads with sizing to be determined by the client.
- Required utility relocation(s) as part of the new water main will be included as part of the final design, but additional utilities (drainage, sewer, or other) beyond the water main will not be designed as part of this agreement.
- Final design plans shall include construction plans, bypass plans, required MassDOT traffic management plans, and standard construction details.

The following scope of services identifies the tasks as part of this Agreement:

**Task 1 – Survey.** Perform a topographic survey (including spot elevations and surface features) at the project sites listed above suitable for final design. Survey will include property line information with abutters based on Town of Harwich assessor's information.

**Task 2 – Develop Preliminary (50%) Plans and Specifications.** Develop 50% plans. Design shall incorporate current Town of Harwich regulations for water works materials. Develop 50% project specifications including front end and technical sections for the above scope of work.

**Task 3 – Progress Meeting No. 1.** Prepare for and attend a progress meeting with project partners to discuss the 50% design. Prepare and distribute minutes.

**Task 4 – Develop Permit (75%) Plans, Cost Estimate, and Specifications.** Develop 75% plans based on the results of Progress Meeting No. 1. Develop 75% project specifications including front end and technical sections for proposed work. Develop 75% construction cost estimates.

**Task 5 – Progress Meeting No. 2.** Prepare for and attend a progress meeting with project partners to discuss the 75% design. Prepare and distribute minutes.

**Task 6 – Permitting.** Develop and submit a MassDEP WS 32: Distribution Modifications for Systems that serve more than 3,300 people.

**Task 7 – Develop Final (100%) Plans, Cost Estimate, and Specifications. Develop 100% plans.** Develop 100% project specifications including front end and technical sections for proposed work. Develop 100% construction cost estimates. All bid documents to be stamped by a registered Massachusetts Professional Engineer.

**Task 8 – Additional Meetings.** Prepare for and attend up to eight (8) additional project meetings that may include Harwich Water Commissioner’s meetings, site meetings, or miscellaneous design meetings with project stakeholders.

## **PART 2 - TOWN RESPONSIBILITIES**

### *A2.01 Services Required by TOWN*

- A. Design Criteria: Town shall provide standard material specifications.
- B. Record Drawings of the existing water system, if available.
- C. Comments: Town shall provide comments on submittals within five (5) days of receipt.

## **PART 3 - OUT OF SCOPE WORK**

### *A3.01 The following is considered out of scope work:*

- A. Permitting beyond what is included in the project scope.
- B. Any SRF related materials including applications for the Intended Use Plan or State Revolving Fund loan applications.
- C. Bid phase services.
- D. Construction phase services.
- E. Resident project representative services.

## **PART 4 – PAYMENTS TO GHD FOR SERVICES**

TOWN shall pay GHD for Basic Services set forth in Exhibit A as follows:

- A. Client shall pay Engineer for Basic Services set forth herein, as follows:
  - 1. An amount equal to Engineer’s Salary Costs times a factor of 2.40 for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses.
  - 2. Engineer’s Reimbursable Expenses Schedule (mileage, printing, production, etc.).
  - 3. The total compensation is based on the distribution of labor effort shown in Exhibit B.
  - 4. The total compensation for services is estimated to be Four Hundred Eighty Five Thousand One Hundred and Ninety Eight Dollars (\$485,198.00) based on the tasks shown in Exhibit B.
- B. GHD shall submit invoices on a monthly basis.
- C. The terms for payment are as identified in Part 4 of Exhibit A of this Agreement.
- D. It is understood and agreed that the costs shown in Exhibit B are estimates of the level of effort for each phase. It is understood and agreed that GHD may adjust the values of individual phases or tasks without exceeding the total value of this Agreement.

**PART 5 - PERIOD OF SERVICE**

The compensation amount stipulated above for all project tasks is anticipated to be completed within 365 calendar days of authorization.

**Exhibit B**  
**Proposed Budget for**  
**Route 28 Water Main**  
**Town of Harwich, Massachusetts**

TASK	Project Director Marc Drainville, P.E., BCEE	QA/QC Sandy Tripp, P.E., BCEE	Sr. Project Manager Russell Kleekamp	Project Engineers Craig Curtin	Managing Designer James Fosdick	Admin	Total Hours	GHD Labor Cost	GHD Expenses	GHD Total Cost
1 Survey	0	0	16	60	60	0	136	\$21,060	\$60,508	\$81,568
2 50% Design, Specifications	16	24	120	240	500	32	932	\$153,288	\$250	\$153,538
3 Progress Meeting #1	0	0	4	4	4	2	14	\$2,188	\$100	\$2,288
4 Develop 75% Permit Level Plans, Specifications, Cost Estimate	16	24	100	200	400	24	764	\$126,416	\$250	\$126,666
5 Progress Meeting #2	0	0	4	4	4	2	14	\$2,188	\$100	\$2,288
6 Permitting	2	0	2	8	0	1	13	\$2,024	\$0	\$2,024
7 Develop 100% Plans, Specifications, Cost Estimate	16	24	80	160	300	16	596	\$99,544	\$250	\$99,794
8 Meetings	0	0	32	32	32	8	104	\$16,832	\$200	\$17,032
<b>TOTAL</b>	<b>50</b>	<b>72</b>	<b>358</b>	<b>708</b>	<b>1300</b>	<b>85</b>	<b>2573</b>	<b>\$423,540</b>	<b>\$61,658</b>	<b>\$485,198</b>

Notes:

1. Mileage based on \$0.61 per mile
2. Hourly rates are as follows:

<i>Project Director / QA/QC</i>	\$240 - \$275
<i>Sr. Project Manager</i>	\$190 - \$220
<i>Project Manager</i>	\$150 - \$200
<i>Staff Engineer</i>	\$110 - \$150
<i>Managing Designer</i>	\$150 - \$170
<i>Designer</i>	\$130 - \$150
<i>Admin</i>	\$84

B. GZA



**AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES  
BETWEEN  
THE TOWN OF HARWICH, MASSACHUSETTS  
AND**

THIS AGREEMENT made this \_\_\_\_ day of July, 2021 between GZA GeoEnvironmental, Inc, with a usual place of business at 249, Vanderbilt Avenue, Norwood, Massachusetts, hereinafter called the "ENGINEER," and the Town of Harwich, MA, acting by its Board of Water/Wastewater Commissioners, with a usual place of business at 196 Chatham Road, Harwich, MA hereinafter called the "TOWN".

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

1. Scope of Work

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

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum of \$242,000, subject to any additions and deductions provided for herein at the rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$242,000 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on July\_\_\_\_\_, 2021 and shall expire on 6 months from commencement, unless terminated sooner in accordance with this Agreement.

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

4. Performance of the Work

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

A. Responsibility for the Work:

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

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

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

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

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

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

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

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

12. Notice

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

13. Termination

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

14. Miscellaneous

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

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

GZA GeoEnvironmental, Inc.:

TOWN OF HARWICH:

By: Chad Cox

By: \_\_\_\_\_  
Gary Carreiro – Chairman

Name: Chad W. Cox

\_\_\_\_\_  
Type or Print

\_\_\_\_\_  
Allin Thompson - Vice Chairman

Title: Sr. Vice President

\_\_\_\_\_

\_\_\_\_\_  
Noreen Donahue – Clerk

\_\_\_\_\_  
Judith Underwood – Commissioner

\_\_\_\_\_  
John Gough – Commissioner

Approved as to Availability of Funds:

DocuSigned by:  
Carol Coppola (\$ 242,000 )  
48C32039D33D434...  
Finance Director Contract Sum

**Exhibit A**





June 30, 2021  
01.P000871.21

Mr. Daniel Pelletier, Superintendent  
Harwich Water & Sewer Department  
P.O. Box 185  
Harwich, Massachusetts 02645

Re: Engineering and Testing Services for Well 10 Area  
Harwich, Massachusetts

Dear Mr. Pelletier:

In response to your request, GZA GeoEnvironmental, Inc. (GZA) is pleased to offer Harwich Water & Sewer Department (the Department) our scope of engineering and testing services associated with the water supply land occupied by Well 10. Our goal in offering this proposal has been to minimize the timeline and costs and maximize achievement towards the end goal of developing an additional groundwater supply.

### BACKGROUND

Spring, 2021 annual town meeting approved a \$250,000 appropriation for test well exploration, intended for the site of Well 10. The purpose of the proposed test well exploration program is to identify a new well supply location which will increase system resiliency to maintain supply capacity and meet peak summer water demands.

The objective of the proposed hydrogeologic and engineering services for this project is to investigate the suitability of developing a new source of public water supply at the Well 10 property. The work scope is focused on identifying a new drinking water source for the Department and to present our findings and recommendations accordingly.

Development of a new drinking water source, from site investigation through permitting, design, facility construction and startup can be a three- to five-year process. Thus, time is of the essence in moving forward with additional water supply development.

### WORK PLAN

The first phase of this work is to review existing information and evaluate potential factor(s) for new water source development, such as aquifer characteristics, watershed development issues, infrastructure conditions (distribution system proximity and capacity), groundwater quality, potential vulnerability to contamination, potential water quality treatment needs, and to develop more detailed costs for completion of a source development program at the Well 10 site.

Our overall work plan for the project is as follows:



Known for excellence.  
Built on trust.

GEOTECHNICAL  
ENVIRONMENTAL  
ECOLOGICAL  
WATER  
CONSTRUCTION  
MANAGEMENT

249 Vanderbilt Avenue  
Norwood, MA 02062  
T: 781.278.3700  
F: 781.278.5701  
F: 781.278.5702  
www.gza.com





1. Subcontract with a well driller to install 2-inch-diameter exploratory test wells within the site to assess the type and permeability of subsurface deposits. Collect subsurface samples and conduct sieve analyses on these samples to preliminarily estimate the hydraulic conductivity and transmissivity of the aquifer deposits. Use results to determine saturated thickness of aquifer deposits, location of aquifer boundary conditions, and potential screened intervals for larger diameter test/production wells. The 2-inch test wells will be used to select the locations of 4-inch test wells to be test pumped. These wells will also be used to observe water level variations in the aquifer during the test pumping.
2. Subcontract with the well driller to install two 4-inch-diameter test wells within the site and conduct a short-term pumping test on test well to assess the potential yield, well efficiency, and take water samples.
3. Install automated water level dataloggers in the pumping test well that is drilled (and at least one other nearby monitoring well) to measure static and stabilized drawdowns). This data will be used to: a) evaluate the potential interference that might be occurring from off-site wells or the onsite existing water supply production well; b) evaluate the efficiency of the aquifer relative to a possible production rate; c) provide a preliminary estimate of the maximum production rate from the aquifer based upon the physical site conditions and the watershed
4. Perform a preliminary GPS survey to determine well locations and approximate elevations. Prepare a plan of the well locations, local static water table elevations and use data to support a preliminary groundwater contour map.
5. Analyze the results of the test well work. Submit a summary report to the Department together with well logs and test pumping data.
6. Prepare and submit a Request for Site Examination and Pumping Test Proposal to MassDEP, BRPWS-17 together with required information.

## SCOPE OF SERVICES

GZA's more specific scope of services is as follows.

### TASK 1 INVESTIGATION - REVIEW OF EXISTING DATA- BACKGROUND

1. GZA will meet (via in person or remotely) with Department officials to discuss project scope and the overall plan for proceeding. We will discuss all critical project constraints and re-inspect the site to review the exploration area, the condition of all existing wells on site, and proximity to any existing land use issues (e.g. property restrictions, abutter land issues, etc.).
2. Review project files provided by the Department. This includes an evaluation of the well construction reports, driller's logs, hydrogeological reports relevant to the study area and within the area of the wellfield including the design, construction, well re-development records, and/or videos of the existing production well.







3. Review existing surficial and subsurface geology mapping report documents. This data will be supplemented with data collected from the drilling of new on-site test wells.
4. Conduct an updated contaminant threats assessment within the preliminary designated recharge area to assess possible long-term threats to groundwater quality within the Zone of Contribution area. This will be accomplished through database search, GIS mapping, and interview of Department staff with local knowledge of land uses.
5. Review and evaluate all pumping test records, groundwater withdrawal records, last 5 years of water quality records, and monitored water levels in the aquifer. GZA will utilize existing pumping test records to initially assess potential yield of a second production well at the site.
6. Inquire with the Natural Heritage and Endangered Species Program on ability to proceed with the work. The Massachusetts Endangered Species Act (MESA) and its implementing regulations (321 CMR 10.00) establish procedures for the listing and protection of rare plants and animals. The project is located in a mapped priority habitat area. We assume that the habitat impacts can be avoided and therefore the MassWildlife Natural Heritage and Endangered Species Program will not require a conservation and management plan

## TASK 2 – ON-SITE FIELD WORK, HYDROGEOLOGICAL ASSESSMENT

GZA will provide Resident Project Representative services during the installation of exploratory test wells, to be executed on an hourly as-needed basis. These services shall consist of:

1. Prepare a Health and Safety Plan for conducting field work. Prepare standard forms for record keeping and reporting.
2. GZA to visit the site a minimum of twice per week during active well construction and well development, to review the work in progress.
3. Conduct field inspection to identify observation well sites, and monitor/direct observation well installations. Coordinate the work with the well driller, the Department, MassDEP, and other agencies.
4. Inspection and logging of well installations. It will also include observation by a qualified GZA geotechnical engineer to document and characterize the materials encountered, and well construction.
5. Administer the subcontract for initial construction and test-pumping of test wells.
6. Prepare a brief letter report to the Department summarizing the findings of Tasks 1 through 3. Provide tabular summaries of results as appropriate. Provide conclusions from the aforementioned data gathered including a summary of the results of field data and analyses, including aquifer characteristics and profiles, aquifer thickness, preliminary estimate of approvable yield, and preliminary water quality analyses.





### **TASK 3 - WELL DRILLER'S WORK (subcontract for initial investigation)**

GZA will subcontract with a qualified water supply well driller to install the 2-inch and 4-inch test wells, provide development of 4-inch wells, provide soil sampling and analysis, obtain groundwater samples and sample transport following test pumping, provide test pumping equipment including generator and discharge piping, and provide environmental protections and mitigation.

Drilling methods will include either sonic or drive and wash depending upon actual field conditions. Both of these methods will allow for the collection of spilt spoon soil samples during the advancement of the borings. The exploratory test well program will consist of 2-inch and 4-inch test wells, to identify, soil sample, and test pump potential production well sites within the potential well site. The explorations are anticipated to be up to 140 feet deep. We have budgeted for 700 feet of drilling work, including construction of two 4-inch diameter test wells, and 2-inch monitoring wells. The 4-inch test wells will be developed and rated for up to 16 hours, using a submersible pump to extract groundwater. Based upon the locations of the most favorable temporary wells, an adjacent monitoring well will be constructed to monitor water level drawdown during a 6-hour pumping test for each 4-inch well site. At the end of the pumping test, a water sample will be collected by the well driller for analysis. The drawdown and pumping data will be used to estimate the potential yield of future large-diameter production well.

### **TASK 4 – INITIAL MASSDEP PERMITTING FOR NEW SOURCE APPROVAL - REQUEST FOR SITE EXAM AND TEST PUMPING PROPOSAL**

1. Meet with Department officials (either in person or remotely) to discuss project scope and plan for proceeding with the next step of permitting a new water source. Discuss any particular project constraints.
2. Prepare Request for Site Examination and Pumping Test Proposal- GZA will prepare and submit to MassDEP (Permit Number BRP WS 17) a report describing results of exploratory test well work and proposing an extended pumping test on the test/production well to be constructed. This will be done in accordance with the latest MassDEP guidelines for New Source Approval. The following, at a minimum, will be submitted with the proposal (if applicable) for consideration by MassDEP to proceed with the development of a new water supply:
  - a) A justification of why the submittal is being made. A discussion of the rationale for selecting the proposed locations for the new supply wells.





- b) For the exploratory drilling that has been conducted, the following will be included:
- (i) An site plan showing locations of the proposed observation wells, anticipated production well location, the approximate Zone I, potential sources of contamination within the Zone I, any property boundaries relevant to evaluation of ownership of the Zone I, wetlands resources and sensitive receptors (if any) within the Zone I of the new production well;
  - (ii) Geologic logs of exploratory wells including depth, yield and lithology; and
  - (iii) Results of short pumping tests.



- c) Prepare a pumping test proposal that will include the following:
- i) Length of pumping test both short-term step tests and long-term constant rate test.
  - ii) Pumping rate, which will reflect the rate for which approval is sought and the initial estimate of probable approvable yield.
  - iii) Observation wells if any additional wells are needed (location, construction details, frequency of measurements, ambient well, etc.).
  - iv) Discussion of water level measurement frequency, sampling protocol, and discharge plan for preceding, during and following the pumping test.
  - v) Water quality sampling – GZA will propose the sampling routine normally required for New Source Approval, including all EPA and State Drinking Water Parameters, 1,4-Dioxane, MtBE, and PFAS compounds.
  - vi) Conceptual Zone II delineation including hydrogeologic review and discussion,



and water table map, from available data.

3. GZA will characterize land uses within the conceptual Zone II of the wellfield, including a 1:6000 scale or larger map depicting the proposed well site and the area located within the conceptual Zone II of the proposed production well.
4. Submit the above report and permit application to MassDEP. Distribute copies of the permit application to local officials.
5. Address questions on the application from MassDEP that are within our scope of work by letter correspondence. Arrange DEP site visit and request final approval of well siting and proposed pumping test.
6. Publish a notice of the Request for Site Exam and Pumping Test Proposal application in the Environmental Monitor prior to the application filing with MassDEP. A copy of the published notice, as it appeared in the Environmental Monitor, will be submitted with the Request for Site Exam and Pumping Test Proposal application.

**PROJECT SCHEDULE**

GZA is prepared to initiate the proposed Scope of Services within 2 weeks of receipt of a signed contract. Duration of services will depend the Department’s schedule, well drilling conditions, driller’s schedules, permitting response time, and weather conditions, which are beyond our direct control. GZA is prepared to devote the resources required to support the Department’s goal of having the new production well permitted and constructed as quickly as possible, recognizing additional funding will be needed for the continuation this project.

The following is a summary of activities, timeframes, and regulatory requirements typical for the development of new sources of municipal groundwater supply in Massachusetts. However, all new source approvals present a unique set of circumstances. The summary is not intended to cover all eventualities.

**Summary of Anticipated New Source Development Process:**

**ACTIVITIES, REGULATORY REQUIREMENTS, AND TIMEFRAMES**

<u>Activity</u>	<u>Time Frame</u>	<u>Regulatory Requirements</u>
Tasks 1-3 Investigation	4 – 6 Months	None
Task 4 Source Approval:		
• Request for Site Exam & Pumping Test Proposal	3 – 4 Months	DEP Approval





## ASSUMPTIONS

For the initial investigation, we have made the following assumptions as a basis for GZA's costs:

- a. MEPA Environmental Notification Form filing, associated notifications and meeting will not occur in this phase of the work.
- b. Inquiry with the Natural Heritage and Endangered Species Program will not result in mitigation or stoppage of the work. The Massachusetts Endangered Species Act (MESA) and its implementing regulations (321 CMR 10.00) establish procedures for the listing and protection of rare plants and animals. The project is located in a mapped priority habitat area. We assume that the habitat impacts can be avoided and therefore the MassWildlife Natural Heritage and Endangered Species Program will not require a conservation and management plan.
- c. GZA's proposal assumes that: 1) the installation of observation wells and the pumping test will be exempt from the Massachusetts Wetlands Protection Act, 2) delineation of wetlands areas will not be required, 3) a filing with the Conservation Commission will not be required or other agency will not be required for this initial phase of the work.
- d. The well driller would work as a subcontractor to GZA, and would be paid prevailing wage rates.
- e. The Client will pay for all water quality analyses directly.
- f. The investigation will be limited to Water and Sewer Department property and the Zone 1 area will be on land owned or controlled by the town.

This contract does not include the following:

- a. Modeling or testing of distribution system hydraulics or modeling of the existing aquifer(s);
- b. Services of a professional land surveyor (GZA will conduct a GPS survey for test well locations and elevations as conditions permit);
- c. Reviewing zoning and non-zoning controls for wellhead protection in reporting same to MassDEP;
- d. Obtaining of construction easements for construction access to the sites being investigated;
- e. Obtaining of Zone 1 easements;
- f. Wetlands or sensitive receptor (nearby stream) impact analysis;
- g. More allowances than stated for meetings;
- h. MEPA filings or communications;
- i. Permanent infrastructure design;
- j. Construction and Testing of a Final Production Well
- k. Water Management Act Permitting
- l. Additional New Source Approval Permitting or any other services not specifically described herein.
- m. Tree and brush clearing.



## ASSISTANCE FROM THE DEPARTMENT

Where certain aspects of the work can be performed effectively by the Department, resulting in cost and/or time savings, GZA assumed assistance will be provided from the Department. Specifically, GZA assumes that the Department will:

1. Provide available plans and data for the existing facility and observation wells;
2. Provide available water supply data, reports, permits, conservation measures, water restrictions and statistics as needed relative to permitting;
3. Provide location for drainage/disposal of discharge water during the pumping test;
4. Pay any project-related permitting, recording and advertising fees (The Department should be fee-exempt under MassDEP rules, for BRPWA17);
5. Provide available information on existing utilities around the well sites;
6. Provide available water supply data, reports, permits, conservation measures, water restrictions and statistics as needed relative to permitting;
7. Provide legal and practical access to well sites and any monitoring locations. Clear vegetation as needed for foot or equipment access to well sites;
8. Operate the Well Pumping Station 10 as directed during the pumping test, from ten days prior to three days after the pumping test
9. Provide a water operator, to serve as assistant as needed to during well performance tests.
10. Provide available plans and data for the existing facilities and observation wells.
11. Provide available information on existing utilities.
12. Pay for any laboratory all water quality analyses directly (recommended budget \$5,000, assuming no MPA analysis).
13. Provide available water supply data, reports, permits, conservation measures, water restrictions and statistics as needed relative to permitting.

## COMPENSATION

Billings for Tasks 1 through 4 will be based on a lump-sum basis, payable monthly based upon the percentage complete. For additional work, GZA fees shall be accordance with the attached Standard Schedule of Fees (MB-NS GOV 2021) and Conditions under **Appendix A**.

TASK DESCRIPTION	COST
TOTAL LUMP SUM FEE:	\$242,000.00





This budget is based on the anticipated scope of work outlined above which represents our best judgment at this time as to the efforts required to achieve the stated objectives. It must be recognized, however, that unforeseen conditions which become evident during the course of the project which may alter or increase the scope of work required. Actual charges may vary, either upward or downward, depending upon the execution of the work. You will be notified of any conditions requiring an increase in scope and budget for approval prior to GZA proceeding. GZA considers a substantial budget variance to be 5% and we will not exceed this variance without notifying the Department.

This estimate is based on the anticipated scope of drilling work outlined above which represents our best judgment at this time as to the efforts required to achieve the stated objectives. A contingency fund to cover additional activities (e.g., additional drilling, testing, or other) is recommended should such work be desired/required.

The rates for technical and support personnel will be charged for professional services worked that are not part of Tasks 1-4 will be in accordance with GZA's Standard Schedule of Fees (MB-NS GOV 2021). For work requiring out-of-town overnight stay, the minimum charge for work on the project will be eight (8) hours per day.

The above-listed rates and fees are valid for 12 months from the date the work begins. GZA reserves the right to modify the fee and rate schedule on an annual basis to reflect changes in employee compensation and the Department acknowledges that labor rates may change during the execution of this project.

## **INVOICES**

GZA will submit invoices periodically on a monthly basis for our services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment within 30 days of our invoices and the orderly and continuous progress of the Project. GZA may terminate its services upon 10 days' written notice any time payment is overdue on this project. GZA services will be performed as expeditiously as is consistent with professional skill and care and with the orderly progress of the work.

## **QUALIFICATIONS**

GZA GeoEnvironmental, Inc. (GZA) is an employee-owned, multi-disciplinary consulting firm offering services in the fields of geotechnical, water resources and environmental engineering, hazardous waste assessment and remediation, water and wastewater engineering, and construction management-related services. Headquartered in Norwood, Massachusetts, GZA employs over 700 engineers, scientists, and technical support staff in 30 offices.

Technical expertise, innovation, and responsiveness are the trademarks of GZA, which have earned us national recognition. GZA's technically sophisticated approach, extensive knowledge of geo/civil engineering and environmental services, and pragmatic focus on practical solutions for project evaluation, design, and construction has historically provided our clients with cost-effective solutions to their problems. Throughout GZA's over 50+ years of operation, we have developed several special areas of expertise including:

- Hydrology and Water Resources Management
- Natural Resource Impact and Mitigation Services
- Environmental Monitoring Services





- Pollution Prevention
- Environmental Chemistry Laboratory
- Soil and Groundwater Treatability Laboratory
- Regulatory Training and Compliance Division

GZA's long-standing capabilities in water resource sciences and management combined with our geo-civil engineering experience are perfectly suited water supply planning and implementation projects. We have taken our traditional expertise and have successfully adapted our multi-disciplinary capabilities to meet the changing environmental challenges of the new millennium. GZA's water resources-related disciplines include:

- New Drinking Water Source Approval
- Municipal and Commercial Water Supply Investigations
- Aquifer Protection Plans
- Aquatic Chemistry
- Surface Water Hydrology & Hydraulics
- Hydrogeology
- Groundwater Flow Modeling
- Civil & Geotechnical Engineering
- Environmental Permitting Support
- Wetlands & Soil Sciences
- Limnology
- GIS / Information Management
- Pumping and Treatment Facilities Design/Permitting/Construction Services

Our professional services are ideal to assist states and municipalities, local stakeholders, and developers in properly designing a site to accommodate protection of environmental resources. Unlike many firms, GZA has the ability to offer a full suite of relevant in-house services such as geotechnical, hydrogeologic, wetlands, and biohabitat assessment services. We have a project team of engineers, hydrologists, and wetland ecologists with the practical experience and academic training to take tough site conditions and provide design solutions sensitive to environmental concerns.

GZA has extensive experience with water supply development within regulatory programs. We have provided consulting services for large groundwater withdrawal permit applications at many stages of projects. GZA's work has included completion of numerous hydrogeologic investigations focused on evaluating aquifer properties, identifying groundwater supply sources, and designing groundwater pumping systems. GZA's hydrologists and water resource engineers are experienced in developing watershed water budgets and reservoir modeling, performing inflow/outflow analyses, estimating seasonal in-stream flows, and evaluating the safe yield of water supply reservoirs. We also have extensive experience with addressing a variety of contamination issues at many sites throughout the state, including source protection. All GZA staff assigned to the project have extensive personal professional experience in groundwater supply development, water supply engineering, groundwater modeling, water quality analysis, permitting and/or construction management.



June 30, 2021  
Mr. Daniel Pelletier  
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01.P000871.21

Our multi-disciplinary project team has experience with advancing a potential source through the exploration, testing, and permitting phases to design and construction of a new active water supply source. Further, we bring experience to provide guidance to the project that will be important in subsequent phases such as evaluating water quality issues, emerging contaminant threats, and potentially delivering treatment solutions. The depth and breadth of our experience will allow our project team to cost effectively execute the current project scope, while proactively addressing potential future steps in the development of the resource. This facilitates expeditious resolution of potential project issues that could impact development and permitting of a new well supply.

**GZA will provide the technical leadership required to perform exceptional project execution.** The work will be managed primarily by GZA's James Emery and Thomas C. Sexton, P.E. Mr. Sexton has been involved with well supply development projects, aquifer models, New Source Approvals and engineering of well pumping/treatment facilities for 37 years, including 13 Massachusetts new source development projects, 36 new or major-rehabilitation pumping facilities projects, 14 treatment facilities, 9 treatment studies, and evaluation & planning projects for 66 pumping facilities. Mr. Emery has been responsible for the successful completion of more than 2,000 groundwater investigations throughout the Northeast and eastern United States over his nearly 40-year career. He founded Emery & Garrett Groundwater Investigations (EGGI) in 1989 which for nearly 30 years performed such groundwater services throughout the eastern seaboard. In 2018 GZA acquired EGGI as a Division of GZA.

GZA appreciates this opportunity to assist the Department. We look forward to the opportunity to discuss our services with you personally. In the meantime, please feel free to contact Tom Sexton at 215-510-5741 with any questions or requests for additional information.

Very truly yours,

**GZA GEOENVIRONMENTAL, INC.**

A handwritten signature in cursive script that reads "Thomas C. Sexton".

Thomas C. Sexton, P.E.  
Senior Project Manager

A handwritten signature in cursive script that reads "Chad W. Cox".

Chad W. Cox, P.E.  
Principal-in-Charge

A handwritten signature in cursive script that reads "James Emery".

James Emery, P.G  
Consultant Reviewer

**Exhibit B**





**GZA GEOENVIRONMENTAL, INC.**  
**METRO BOSTON OFFICES**  
**SCHEDULE OF FEES - CALENDAR YEAR 2021**

FOR PROPOSAL FOR SERVICES DATED June 30, 2021 FILE NO. 01.P000871.21

**LABOR**

	<b><u>Per Hour</u></b>
Field Technician II	\$100
CAD/Technical Designer	\$105
Field Technician I	\$105
Technical/Administrative Support	\$100
Engineer/Scientist/Geologist II	\$105
Engineer/Scientist/Geologist I	\$115
Assistant Project Manager	\$140
Senior CAD/Technical Designer	\$140
Project Manager/Technical Specialist	\$170
Senior Project Manager/Technical Specialist	\$185
Senior Consultant	\$215
Associate Principal	\$230
Principal	\$240
Senior Principal	\$245
Outside Services and Subcontractors	Cost Plus 10%
Expenses	Cost Plus 10%

*The above rates for technical and support personnel will be charged for actual time worked on the project, including time required for travel from company office to job or meeting site and return. For work requiring out-of-town overnight stay, the minimum charge for work on the project will be eight (8) hours per day.*

*Overtime work by "Non-Exempt" personnel will be billed at 1.5 times the standard rate.*

*A fifty percent (50%) premium will be added to the above rates for expert witness and other special services.*

*The above-listed rates are valid for the calendar year in which the work is performed. GZA reserves the right to modify this rate schedule on an annual basis to reflect changes in employee compensation and Client acknowledges that labor rates may change during the execution of this project.*

**EXPENSES**

- Rental of specialized field or monitoring equipment and vehicle charges based on standard unit prices
- Transportation, lodging and subsistence for out-of-town travel
- Printing, reproduction, plotting, and wide-format scanning
- Express mail and shipping charges
- Personal vehicle travel for projects at IRS rates
- Long distance, local and cellular telephone, facsimile and postage (via U.S. Postal Service) are included in a flat rate Communication Fee of 3 percent per invoice on labor only

**INVOICES**

*GZA will submit invoices periodically and payment will be due within 20 days from invoice date. GZA may terminate its services upon 10 days' written notice any time your payment is overdue on this or any other project.*

**BUDGETS**

*The Budget contained within GZA's Proposal represents our estimate of the work involved. Actual charges can vary either upward or downward depending upon many factors. GZA considers a substantial budget variance to be 5% and we will not exceed this variance without notifying Client.*

**RETAINER**

*Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.*

## C. Ti-Sales



Town of Harwich Water Department

## Board of Water & Wastewater Commissioners

196 Chatham Road, Harwich, MA 02645 USA | [www.harwichwater.com](http://www.harwichwater.com)

P. 508-432-0304 | F. 888-774-3557 | [commissioners@harwichwater.com](mailto:commissioners@harwichwater.com)

July 14, 2021

Ti Sales

Attn: Louis Schoolcraft II

36 Hudson Road

Sudbury MA 01776

RE: Meter Contract Extension through June 30, 2022; year 2 renewal

Dear Mr. Schoolcraft,

Thank you for agreeing to extend our contract for an additional year, through June 30, 2022.

The Board of Water and Wastewater Commissioners, meeting in official session on Wednesday, July 14<sup>th</sup>, 2021, formally voted to extend the contract for Ti Sales in fiscal year 2022; July 1, 2021 through June 30, 2022.

Please confirm contract extension by signing and returning a copy of this letter along with an updated Certificate of Liability.

We look forward to continued business with your company. If you should have any questions, please feel free to contact Superintendent Daniel Pelletier, at 508-432-0304, x110 or by email to [dpelletier@harwichwater.com](mailto:dpelletier@harwichwater.com).

Sincerely,

Board of Water & Wastewater Commissioners

\_\_\_\_\_  
Gary Carreiro, Chairman

\_\_\_\_\_  
Noreen Donahue, Commissioner

\_\_\_\_\_  
Allin Thompson, Vice Chair

\_\_\_\_\_  
John Gough, Commissioner

\_\_\_\_\_  
Judith Underwood, Clerk

Ti Sales

\_\_\_\_\_  
Louis Schoolcraft

\_\_\_\_\_  
Date

Gary Carreiro  
Chairman

Allin Thompson  
Vice Chair

Judith Underwood  
Clerk

Noreen Donahue  
Commissioner

John Gough  
Commissioner

## VII. NEW BUSINESS

- A. New Water Main Inspector
- B. FY21 FYE Water Budget Report
- C. FY21 FYE Wastewater Budget Report
- D. Wastewater Update

## A. New Water Main Inspector



BEL Inspection Services

Owner: Brian Celia

P: 617- 943-4910

E: [brian.celia@yahoo.com](mailto:brian.celia@yahoo.com)

Interested in becoming a Certified Water Main Inspector for the Town of Harwich.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

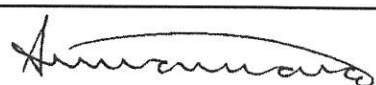
<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-962-7132      FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Bel Inspection Services Inc PO Box 2432 Hyannis MA 02601	<b>INSURER A :</b> Ohio Security Insurance Company <b>NAIC #</b> 24082	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 59669727      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BLS62610469	1/12/2021	1/12/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
  
\*Proof of Insurance\*

<b>CERTIFICATE HOLDER</b> Bel Inspection Services Inc PO Box 2432 Hyannis MA 02601	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Valerie Simonova

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## B. FY21 FYE Water Budget Report

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TOWN OF HARWICH - LIVE DATA  
FY21 WATER BUDGET REPORT

071421

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FOR 2021 13

ACCOUNTS FOR: 1320 WATER ENTERPRISE FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1320 WATER ENTERPRISE FUND							
<u>1320 497000 TRANSFR IN</u>	0	0	0	-127,502.92	.00	127,502.92	100.0%
<u>1320 596000 OFUS</u>	730,290	0	730,290	730,290.00	.00	.00	100.0%
TOTAL WATER ENTERPRISE FUND	730,290	0	730,290	602,787.08	.00	127,502.92	82.5%
13204501 WATER ENTERP SALARIES & WAGES							
<u>13204501 511100 S&amp;WELECTED</u>	3,000	0	3,000	3,166.66	.00	-166.66	105.6%*
<u>13204501 511900 S&amp;W</u>	990,575	0	990,575	929,095.30	.00	61,479.77	93.8%
<u>13204501 512000 SEAS S &amp; W</u>	45,696	0	45,696	14,201.25	.00	31,494.75	31.1%
<u>13204501 512500 COMP TIME</u>	0	0	0	1,952.51	.00	-1,952.51	100.0%*
<u>13204501 513000 OVERTIME</u>	211,282	0	211,282	231,946.14	.00	-20,664.14	109.8%*
<u>13204501 513060 FLUSHING</u>	31,919	0	31,919	.00	.00	31,919.00	.0%
<u>13204501 514000 LONGEVITY</u>	35,253	0	35,253	28,306.29	.00	6,946.71	80.3%
<u>13204501 515005 SICK BY-BK</u>	0	0	0	8,299.42	.00	-8,299.42	100.0%*
<u>13204501 515007 SCKLVBONUS</u>	3,325	0	3,325	1,675.00	.00	1,650.00	50.4%
TOTAL WATER ENTERP SALARIES & WAGES	1,321,050	0	1,321,050	1,218,642.57	.00	102,407.50	92.2%
13204502 WATER ENTERPRISE FUND EXPENSES							
<u>13204502 517200 UNEMPLOYPA</u>	0	0	0	-684.00	.00	684.00	100.0%
<u>13204502 517900 OTHER FRIN</u>	8,250	0	8,250	7,597.44	.00	652.56	92.1%
<u>13204502 521100 ELECTRIC</u>	328,126	0	328,126	361,269.05	.00	-33,143.05	110.1%*
<u>13204502 521200 GAS</u>	9,535	0	9,535	5,854.53	.00	3,680.47	61.4%
<u>13204502 524140 V&amp;EMAINT</u>	58,500	0	58,500	69,426.01	.00	-10,926.01	118.7%*
<u>13204502 524160 B&amp;GMAINT</u>	45,000	0	45,000	31,874.75	.00	13,125.25	70.8%
<u>13204502 525000 TECH SUP</u>	27,240	0	27,240	23,755.12	.00	3,484.88	87.2%
<u>13204502 526000 BLDG AGRMT</u>	9,650	0	9,650	9,685.00	.00	-35.00	100.4%*
<u>13204502 530800 LAB SVCS</u>	22,500	0	22,500	35,088.71	.00	-12,588.71	155.9%*
<u>13204502 530820 PROFSVCS</u>	75,000	0	75,000	86,941.85	.00	-11,941.85	115.9%*
<u>13204502 530875 PRINT SVC</u>	23,000	0	23,000	8,863.95	.00	14,136.05	38.5%
<u>13204502 534100 ADV</u>	1,500	0	1,500	2,610.00	.00	-1,110.00	174.0%*
<u>13204502 534300 POSTAGE</u>	21,000	0	21,000	16,987.90	.00	4,012.10	80.9%
<u>13204502 534400 TELEPHONE</u>	7,700	0	7,700	7,391.08	.00	308.92	96.0%
<u>13204502 534430 COMM SVCS</u>	16,000	0	16,000	17,789.29	.00	-1,789.29	111.2%*



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TOWN OF HARWICH - LIVE DATA  
FY21 WATER BUDGET REPORT

071421

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FOR 2021 13

ACCOUNTS FOR: 1320	WATER	ENTERPRISE FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
13204502	541100	PROPANE	18,944	0	18,944	14,249.82	.00	4,694.18	75.2%
13204502	542000	OFF SUPPLS	5,900	0	5,900	5,579.60	.00	320.40	94.6%
13204502	542013	HARD/SOFT	25,924	0	25,924	12,720.56	.00	13,203.44	49.1%
13204502	548100	BULK FUEL	28,371	0	28,371	15,279.94	.00	13,091.06	53.9%
13204502	548200	TREAT SUPP	27,500	0	27,500	42,986.34	.00	-15,486.34	156.3%*
13204502	548250	TREAT CHEM	145,000	0	145,000	157,041.87	.00	-12,041.87	108.3%*
13204502	553000	P.W. SUPPL	26,250	0	26,250	27,798.54	.00	-1,548.54	105.9%*
13204502	553100	METERS	180,000	-40,000	140,000	105,358.44	.00	34,641.56	75.3%
13204502	553200	INSTALLSUP	43,000	0	43,000	47,406.37	.00	-4,406.37	110.2%*
13204502	553300	PIPESETC	90,000	-25,000	65,000	69,308.29	.00	-4,308.29	106.6%*
13204502	553350	MAINREPL	35,000	65,000	100,000	98,092.56	.00	1,907.44	98.1%
13204502	553500	DETAILS	60,000	0	60,000	27,497.79	.00	32,502.21	45.8%
13204502	553600	RDREP	33,000	0	33,000	34,475.53	.00	-1,475.53	104.5%*
13204502	553900	MECHTANK	10,000	0	10,000	6,930.00	.00	3,070.00	69.3%
13204502	554200	GENERMAINT	12,500	0	12,500	13,809.38	.00	-1,309.38	110.5%*
13204502	554300	WELLREHAB	45,000	0	45,000	5,711.00	.00	39,289.00	12.7%
13204502	558100	UNIFORMS	6,500	0	6,500	2,543.35	.00	3,956.65	39.1%
13204502	573000	DUE, SB, TRV	14,000	0	14,000	12,954.10	.00	1,045.90	92.5%
13204502	573200	WATERMIT	8,500	0	8,500	7,339.61	.00	1,160.39	86.3%
13204502	575070	OPEB	50,000	0	50,000	50,000.00	.00	.00	100.0%
13204502	591000	MAT. LT. DBT	547,800	0	547,800	547,670.83	.00	129.17	100.0%
13204502	591500	INT. LT. DBT	171,199	0	171,199	171,150.43	.00	48.57	100.0%
13204502	591550	ADM FEE LT	2,346	0	2,346	2,342.76	.00	3.24	99.9%
TOTAL WATER ENTERPRISE FUND EXP			2,239,735	0	2,239,735	2,162,697.79	.00	77,037.21	96.6%
13204504 WATER REVENUE ENTERP FUND									
13204504	414600	WATER LIEN	-20,241	0	-20,241	-26,326.43	.00	6,085.43	130.1%
13204504	417008	P&I WATER	-2,211	0	-2,211	-3,114.94	.00	903.94	140.9%
13204504	421100	WATER R&S	-4,384,189	0	-4,384,189	-4,356,298.43	.00	-27,890.57	99.4%*
13204504	421200	METERS	-10,834	0	-10,834	-5,324.98	.00	-5,509.02	49.2%*
13204504	421300	SVCAPPL	-2,168	0	-2,168	-700.00	.00	-1,468.00	32.3%*
13204504	421400	SVINSTALL	-168,982	0	-168,982	-238,409.87	.00	69,427.87	141.1%
13204504	421450	MKOUTSVC	-3,241	0	-3,241	-26,627.42	.00	23,386.42	821.6%
13204504	421550	PROPTRAN	-10,903	0	-10,903	-24,592.86	.00	13,689.86	225.6%
13204504	421600	WIRELESS	-128,341	0	-128,341	-130,164.41	.00	1,823.41	101.4%
13204504	421650	SOLREV	-70,562	0	-70,562	-94,451.44	.00	23,889.44	133.9%
13204504	431100	SVC TIGHT	-82,076	0	-82,076	-88,015.38	.00	5,939.38	107.2%
13204504	433007	LATE FEE	-48,771	0	-48,771	-52,982.05	.00	4,211.05	108.6%
13204504	441100	ELECT SVC	0	0	0	-3,200.00	.00	3,200.00	100.0%
13204504	451100	BACKFLOW	-20,366	0	-20,366	-19,471.51	.00	-894.49	95.6%*

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TOWN OF HARWICH - LIVE DATA  
FY21 WATER BUDGET REPORT

071421

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FOR 2021 13

ACCOUNTS FOR: 1320	WATER	ENTERPRISE FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	REVENUE EXCEEDED PROJECTION	
<u>13204504</u>	<u>482001</u>	<u>INVEST REV</u>	-21,200	0	-21,200	-8,924.46	.00	-12,275.54	42.1%*
<u>13204504</u>	<u>484099</u>	<u>WATER MISC</u>	-54,331	0	-54,331	-60,923.15	.00	6,592.15	112.1%
TOTAL WATER REVENUE ENTERP FUND			-5,028,416	0	-5,028,416	-5,139,527.33	.00	111,111.33	102.2%
TOTAL WATER ENTERPRISE FUND			-737,341	0	-737,341	-1,155,399.89	.00	418,058.96	156.7%
TOTAL REVENUES			-5,028,416	0	-5,028,416	-5,267,030.25	.00	238,614.25	
TOTAL EXPENSES			4,291,075	0	4,291,075	4,111,630.36	.00	179,444.71	
PRIOR FUND BALANCE						1,429,733.27			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES						937,899.89			
REVISED FUND BALANCE						2,367,633.16			

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TOWN OF HARWICH - LIVE DATA  
FY21 WATER \*ARTICLES\* REPORT

071421

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FOR 2021 13

ACCOUNTS FOR: 1320	WATER	ENTERPRISE FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
132045A2 WATER ENTERPRISE ARTICLES EXP										
<a href="#">132045A2</a>	<a href="#">619015</a>	<a href="#">ATM 19 #15</a>	JOHN DEERE EXCAVATOR	0	27,047	27,047	.00	.00	27,047.00	.0%
<a href="#">132045A2</a>	<a href="#">619016</a>	<a href="#">ATM 19 #16</a>	PLEASANT LAKE TANK	0	300,000	300,000	213,750.00	86,250.00	.00	100.0%
<a href="#">132045A2</a>	<a href="#">619017</a>	<a href="#">ATM 19 #17</a>	TI MAIN GENERATOR	0	65,000	65,000	.00	.00	65,000.00	.0%
<a href="#">132045A2</a>	<a href="#">620039</a>	<a href="#">PRIOR YEAR</a>		0	3,750	3,750	3,750.00	.00	.00	100.0%
TOTAL WATER ENTERPRISE ARTICLES EXP			0	395,797	395,797	217,500.00	86,250.00	92,047.00	76.7%	
TOTAL WATER ENTERPRISE FUND			0	395,797	395,797	217,500.00	86,250.00	92,047.00	76.7%	
TOTAL EXPENSES			0	395,797	395,797	217,500.00	86,250.00	92,047.00		

## C. FY21 FYE Wastewater Budget Report



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TOWN OF HARWICH - LIVE DATA  
FY21 WASTEWATER BUDGET REPORT  
 071421

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FOR 2021 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1330 WASTEWATER ENTERPRISE							
<hr/>							
1330 WASTEWATER FUND							
<hr/>							
<u>1330 497000 TRANSFR IN</u>	-200,000	0	-200,000	-200,000.00	.00	.00	100.0%
TOTAL WASTEWATER FUND	-200,000	0	-200,000	-200,000.00	.00	.00	100.0%
<hr/>							
13304401 SEWER SALARIES & WAGES							
<hr/>							
<u>13304401 511900 S&amp;W</u>	80,489	0	80,489	77,967.95	.00	2,521.05	96.9%
TOTAL SEWER SALARIES & WAGES	80,489	0	80,489	77,967.95	.00	2,521.05	96.9%
<hr/>							
13304402 WASTEWATER EXPENSES							
<hr/>							
<u>13304402 530820 PROFSVCS</u>	192,443	0	192,443	8,805.86	42,323.00	141,314.14	26.6%
<u>13304402 530825 PROF SVCS</u>	0	54,251	54,251	29,474.84	40,452.84	-15,676.76	128.9%*
TOTAL WASTEWATER EXPENSES	192,443	54,251	246,694	38,280.70	82,775.84	125,637.38	49.1%
<hr/>							
13304404 WASTEWATER REVENUE							
<hr/>							
<u>13304404 482001 INVEST REV</u>	0	0	0	-1,298.37	.00	1,298.37	100.0%
TOTAL WASTEWATER REVENUE	0	0	0	-1,298.37	.00	1,298.37	100.0%
TOTAL WASTEWATER ENTERPRISE	72,932	54,251	127,183	-85,049.72	82,775.84	129,456.80	-1.8%
TOTAL REVENUES	-200,000	0	-200,000	-201,298.37	.00	1,298.37	
TOTAL EXPENSES	272,932	54,251	327,183	116,248.65	82,775.84	128,158.43	
PRIOR FUND BALANCE				171,912.84			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				85,049.72			
REVISED FUND BALANCE				256,962.56			

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TOWN OF HARWICH - LIVE DATA  
FY21 WASTEWATER \*CAPITAL ARTICLES\*  
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FOR 2021 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0400 CAPITAL FUND							
04440A8 ATM17 WASTEWATER MGMT.							
<u>04440A8 607017 ATM17WASTE</u>							
#17 WASTEWATER MGMT	0	52,034	52,034	-44,618.11	96,652.00	.28	100.0%
<u>04440A8 617011 1711 ATM 17 # 1</u>	0	4,883,017	4,883,017	.00	6,924.98	4,876,092.01	.1%
#11 IMA PURCHASE FEE	0	1,942,559	1,942,559	20,340.13	150,565.75	1,771,653.54	8.8%
<u>04440A8 617012 1712 ATM 17 # 1</u>	0	14,786,930	14,786,930	9,315,822.88	3,063,620.08	2,407,487.39	83.7%
#17 COLD BROOK PROJECT	0						
<u>04440A8 618014 1814 ATM 18 #14</u>	0						
#14 WW CONSTRUCT	0						
TOTAL ATM17 WASTEWATER MGMT.	0	21,664,541	21,664,541	9,291,544.90	3,317,762.81	9,055,233.22	58.2%
TOTAL CAPITAL FUND	0	21,664,541	21,664,541	9,291,544.90	3,317,762.81	9,055,233.22	58.2%
TOTAL EXPENSES	0	21,664,541	21,664,541	9,291,544.90	3,317,762.81	9,055,233.22	

## X. CORRESPONDENCE

July 2021 & July 2020 Pumpage

Month/Year June 2021

PWS No. 4126000

## Monthly Pumpage Report Harwich Water Department

Date	T1							T2			T3		T10	T11
	Main 1	Main 2	Main 3	Well 1	Well 2	Well 3	Well 4	Well 5	Well 6	Well 7	Well 8	Well 9	Pump 10	Pump 11
1	13,473	12,134	10,392	22,348	15,701	19,465	31,003	283,881	299,463	284,454	297,683	290,755	340,747	312,034
2	78,323	70,257	58,687	133,568	93,012	116,343	178,891	403,971	424,789	404,450	388,078	290,755	485,528	424,584
3	55,044	49,453	41,364	93,868	65,304	81,568	125,779	327,814	345,746	328,406	343,848	13,530	393,124	360,915
4	48,011	43,117	36,277	81,450	56,834	70,962	110,161	336,920	355,489	337,488	353,235	0	404,613	371,263
5	38,010	34,187	28,598	64,630	44,980	56,211	86,800	389,329	411,110	389,772	408,356	0	467,512	428,670
6	76,527	68,715	57,452	131,145	91,007	114,132	174,099	480,611	507,462	481,109	504,150	0	577,082	529,124
7	119,014	107,483	88,838	204,730	141,440	179,401	270,545	466,842	491,363	467,713	489,262	0	560,702	512,844
8	89,961	80,675	67,383	153,374	106,756	133,777	205,505	427,062	450,473	427,875	448,299	0	512,782	470,335
9	115,842	104,371	87,210	197,877	137,514	173,710	265,654	495,273	520,663	496,109	518,902	0	593,413	524,775
10	96,561	86,450	71,713	165,349	114,839	144,107	219,424	440,027	464,286	440,627	461,003	0	529,320	484,248
11	120,665	109,166	89,908	207,557	143,156	182,003	274,451	471,520	495,947	472,050	494,093	0	566,240	518,147
12	83,579	74,849	62,536	142,655	99,011	124,287	190,766	379,278	400,308	379,869	398,491	0	455,658	417,468
13	79,684	71,501	60,126	135,356	94,275	118,070	182,714	461,927	487,590	462,617	484,436	0	554,484	508,353
14	115,552	104,451	87,219	197,555	137,211	173,324	265,535	445,749	469,049	446,200	467,157	0	535,149	489,579
15	87,053	78,029	64,998	149,487	103,574	130,189	197,500	380,610	401,697	381,293	399,351	0	457,181	418,922
16	95,183	85,497	70,898	163,387	112,932	142,620	216,642	425,344	447,951	425,978	446,048	0	510,673	448,438
17	99,365	89,181	74,184	170,549	118,004	148,592	226,075	464,041	489,026	464,853	486,407	0	557,189	510,198
18	129,627	117,225	96,428	223,595	153,988	196,051	293,992	482,777	507,701	482,996	536,240	0	573,415	572,236
19	109,173	98,349	81,518	187,872	129,802	164,232	248,599	533,887	563,194	535,388	529,868	0	647,435	546,443
20	122,245	109,830	91,575	209,908	145,341	183,574	279,134	508,894	536,450	509,465	564,194	0	604,983	598,102
21	130,483	118,373	98,186	223,154	154,917	196,238	299,691	524,194	551,238	525,584	518,857	0	635,623	538,324
22	100,816	90,436	75,621	172,280	119,890	150,449	231,186	439,254	463,361	439,840	460,949	0	527,767	483,404
23	98,107	88,295	73,172	168,329	116,482	147,432	223,307	428,576	450,993	429,189	449,262	0	514,844	451,741
24	97,518	87,469	72,829	167,278	115,849	145,730	222,301	472,144	497,973	473,277	495,433	0	567,005	519,846
25	116,593	105,326	87,645	199,330	138,344	174,958	266,952	461,338	484,770	462,148	410,923	187,901	452,001	506,401
26	92,789	83,244	69,700	158,911	110,329	138,423	212,303	482,308	509,417	482,961	506,590	541,452	232,694	530,766
27	109,650	98,885	82,400	189,205	130,746	165,623	250,920	532,645	561,545	533,152	579,653	620,598	201,949	607,935
28	124,819	112,851	93,329	216,027	148,716	189,564	284,816	559,668	589,134	561,046	595,735	640,195	311,654	633,267
29	204,683	184,056	156,150	347,911	242,840	305,162	474,895	625,335	659,041	627,015	632,008	676,597	591,913	601,625
30	136,512	123,326	102,829	234,320	162,167	205,684	313,306	601,932	632,607	603,324	657,555	703,591	436,863	648,880
31														
<b>Pumps :</b>	2,984,863	2,687,182	2,239,164	5,113,003	3,544,960	4,471,880	6,822,947	13,733,150	14,469,836	13,756,248	14,326,066	3,965,374	14,799,543	14,968,867
<b>MIN :</b>	38,010	34,187	28,598	64,630	44,980	56,211	86,800	327,814	345,746	328,406	343,848	0	201,949	360,915
<b>MAX :</b>	204,683	184,056	156,150	347,911	242,840	305,162	474,895	625,335	659,041	627,015	657,555	703,591	647,435	648,880
<b>STATIONS :</b>	<b>27,863,999</b>							<b>41,959,234</b>			<b>18,291,440</b>		<b>14,799,543</b>	<b>14,968,867</b>
<b>TOTAL:</b>	<b>117,883,083</b>													

Month/Year June 2020

PWS No. 4126000

### Monthly Pumpage Report Harwich Water Department

Date	T1				T2				T3		T10	T11		
	Main 1	Main 2	Main 3	Well 1	Well 2	Well 3	Well 4	Well 5	Well 6	Well 7	Well 8	Well 9	Pump 10	Pump 11
1	179,379	179,562	130,252	305,567	208,198	250,015	393,450	360,267	379,874	360,753	378,083	389,254	432,557	396,976
2	134,355	134,202	97,598	229,339	156,448	187,840	295,143	270,000	284,798	270,268	283,048	292,851	372,982	297,412
3	159,188	159,158	115,279	269,785	184,196	221,250	349,539	319,425	336,963	319,907	335,113	346,538	383,426	351,809
4	170,831	170,478	123,895	292,412	198,598	239,410	374,402	343,231	362,120	343,596	360,270	370,556	412,105	377,773
5	162,371	162,590	117,868	281,687	190,763	233,405	357,155	326,473	344,246	326,794	342,284	354,256	391,866	359,121
6	119,505	119,695	86,541	205,621	139,525	167,726	261,841	240,009	253,121	240,324	242,845	109,118	288,254	264,443
7	138,437	138,409	100,703	233,923	159,826	191,563	303,651	278,822	293,941	279,164	292,631	299,605	335,015	306,982
8	192,062	192,113	139,347	329,119	223,757	269,326	421,414	384,944	406,185	385,159	404,230	417,802	505,631	423,702
9	158,484	158,586	114,839	288,499	183,367	220,208	347,903	318,208	335,807	318,523	334,062	345,002	381,827	347,286
10	190,137	190,311	137,662	322,820	220,572	264,867	417,535	381,334	402,349	381,606	400,079	413,076	457,840	419,965
11	147,269	147,791	106,844	255,385	173,144	208,971	323,750	296,278	312,508	296,355	310,574	320,753	381,378	325,966
12	172,804	172,866	124,969	298,536	202,179	247,548	379,149	346,542	365,577	346,925	363,599	376,247	416,175	381,579
13	185,626	185,674	134,493	321,242	217,261	263,658	407,000	371,948	392,396	372,292	390,118	403,721	446,378	409,501
14	197,465	184,915	143,514	340,346	231,101	279,498	434,683	396,863	418,958	397,417	417,066	430,940	476,771	436,853
15	217,946	217,867	157,664	377,712	255,479	309,266	478,128	436,484	460,761	436,877	458,338	473,995	523,962	480,457
16	179,136	179,294	129,648	313,350	211,128	256,950	393,253	359,228	379,009	359,744	377,061	389,870	431,412	395,552
17	213,514	214,192	154,916	370,211	249,016	305,550	467,382	431,585	455,482	432,114	452,769	470,592	517,923	475,391
18	191,541	191,710	138,921	331,154	223,499	269,759	420,769	384,456	405,626	384,679	402,898	417,545	461,397	423,346
19	239,777	239,662	173,824	420,054	281,781	345,118	527,028	481,029	507,692	481,941	504,411	525,165	577,257	529,482
20	234,034	233,857	169,713	413,335	276,053	338,351	514,161	469,339	495,139	470,245	492,002	511,508	563,486	516,563
21	237,319	237,444	172,089	415,759	278,849	342,154	522,056	476,490	502,729	477,120	499,460	519,697	571,923	524,650
22	242,885	243,068	176,335	420,520	283,626	348,099	534,566	487,892	514,730	488,570	511,624	532,540	585,607	537,144
23	206,833	206,753	149,845	363,308	243,555	297,864	454,586	415,105	437,912	415,542	435,406	451,860	498,372	456,871
24	220,868	221,211	160,042	385,823	259,453	320,792	485,543	443,165	467,646	443,887	465,066	483,018	531,980	487,868
25	211,949	211,873	153,466	367,861	247,689	302,506	465,706	425,210	448,692	425,565	444,853	462,229	510,408	468,206
26	247,167	247,325	179,101	434,023	290,720	358,230	542,408	495,966	523,344	496,558	520,134	540,373	595,533	545,675
27	206,178	205,943	149,455	358,081	240,789	295,188	452,344	414,053	436,806	414,744	434,638	448,754	497,154	455,657
28	165,388	165,795	119,786	284,654	191,761	231,417	362,306	331,919	350,144	332,235	348,480	357,571	398,559	367,094
29	174,758	172,814	125,278	292,291	198,926	241,819	378,424	347,759	366,848	347,961	395,664	408,526	415,942	420,632
30	172,064	173,801	126,346	291,777	198,920	237,316	380,910	350,160	369,197	351,249	336,673	341,097	415,051	346,166
31														
Pumps :	5,669,269	5,658,957	4,110,234	9,794,192	6,620,179	8,045,665	12,446,179	11,384,183	12,010,599	11,398,114	11,933,479	12,204,069	13,778,171	12,530,122
MIN :	119,505	119,695	86,541	205,621	139,525	167,726	261,841	240,009	253,121	240,324	242,845	109,118	288,254	264,443
MAX :	247,167	247,325	179,101	434,023	290,720	358,230	542,408	495,966	523,344	496,558	520,134	540,373	595,533	545,675
STATIONS	52,344,674				34,792,897				24,137,538		13,778,171		12,530,122	
TOTAL:	137,583,402													



Date June 2021  
 PWS No. 4126000

**Monthly Weather Report**  
**Harwich Water Department**

Day	Snow Fall (in.) (Gallons)	Rain Fall (in.)	Temperature High (°F)	Temperature Low (°F)	Temperature AVG (°F)	Weather Comments	Operator
1		0.00	69	52	60		
2		0.00	70	57	64		
3		0.30	64	58	61		
4		0.64	64	60	62		
5		0.00	72	60	66		
6		0.00	83	61	72		
7		0.00	76	64	70		
8		0.00	74	64	69		
9		0.00	80	65	73		
10		0.00	72	54	63		
11		0.00	65	48	57		
12		0.26	62	56	59		
13		0.00	74	56	65		
14		0.00	71	61	66		
15		0.20	72	64	68		
16		0.00	72	59	66		
17		0.00	75	53	64		
18		0.00	76	59	67		
19		0.00	76	66	71		
20		0.00	79	67	73		
21		0.00	74	68	71		
22		0.24	79	66	72		
23		0.00	70	60	65		
24		0.00	72	55	64		
25		0.00	74	62	68		
26		0.00	76	68	72		
27		0.00	79	70	75		
28		0.00	84	72	78		
29		0.00	87	72	80		
30		0.00	86	74	80		
31							
<b>Total</b>		<b>1.64</b>					
<b>Average</b>		<b>0.05</b>	<b>74.3</b>	<b>61.7</b>			
<b>Max</b>		<b>0.64</b>	<b>87.4</b>	<b>73.8</b>			
<b>Min</b>		<b>0.0</b>	<b>62.5</b>	<b>48.3</b>			

Date June 2020  
 PWS No. 4126000

**Monthly Weather Report**  
**Harwich Water Department**

Day	Snow Fall (in.) (Gallons)	Rain Fall (in.)	Temperature High (°F)	Temperature Low (°F)	Temperature AVG (°F)	Weather Comments	Operator
1		0.00	65	47	56		
2		0.00	65	50	58		
3		0.00	70	57	64		
4		0.00	78	59	68		
5		0.18	67	62	65		
6		0.37	68	63	66		
7		0.00	66	58	62		
8		0.00	73	53	63		
9		0.00	72	56	64		
10		0.00	68	59	63		
11		0.00	73	60	67		
12		0.00	71	63	67		
13		0.00	73	59	66		
14		0.00	72	56	64		
15		0.00	65	54	60		
16		0.00	71	52	61		
17		0.00	72	53	63		
18		0.00	72	62	67		
19		0.00	78	64	71		
20		0.00	81	66	73		
21		0.00	79	65	72		
22		0.00	78	65	71		
23		0.00	76	64	70		
24		0.00	73	67	70		
25		0.00	77	63	70		
26		0.00	76	69	72		
27		0.57	79	64	72		
28		0.00	78	67	72		
29		0.41	75	65	70		
30		0.02	75	65	70		
31							
<b>Total</b>		<b>1.55</b>					
<b>Average</b>		<b>0.05</b>	<b>72.9</b>	<b>60.2</b>			
<b>Max</b>		<b>0.57</b>	<b>81.0</b>	<b>68.8</b>			
<b>Min</b>		<b>0.0</b>	<b>65.2</b>	<b>46.8</b>			