

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 6:00 P.M.
Regular Meeting 6:30 P.M.
Monday, July 9, 2018

REVISED – ADDITION TO AGENDA ORIGINAL POSTING AT 12:00:29, JULY 5, 2018

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

- I. **CALL TO ORDER**
- II. **EXECUTIVE SESSION** - Pursuant to M.G.L. c. 30A, § 21(a)(6), to consider purchase, exchange, lease or value of real estate if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body – 4 Central Avenue
- III. **PLEDGE OF ALLEGIANCE**
- IV. **WEEKLY BRIEFING**
- V. **PUBLIC COMMENTS/ANNOUNCEMENTS**
- VI. **CONSENT AGENDA**
 - A. Approve Minutes:
 1. June 4, 2018 Regular Session
 - June 2.* ~~May 11~~, 2018 Regular Session
 - B. Approve request by Building Commissioner to waive building permit fees for the Brooks Free Library renovation project
 - C. Approve Election Officers as recommended by the Democratic & Republican Town Committees
 - D. Approve request for various fee waivers for The Big Fix project
 - E. Approve the Petition from Nstar Electric to install approximately 30 feet of conduit under the roadway and one handhole to provide service to 36 Northern Avenue
 - F. Approve appointment:
 1. Larry Brophy to the Affordable Housing Trust – Full member to June 30, 2020
 2. Val Peter to the Wastewater Support Committee – Full member to June 30, 2021
- VII. **PUBLIC HEARINGS/PRESENTATIONS** (*Not earlier than 6:30 P.M.*)
- VIII. **NEW BUSINESS**
 - A. Approve application for Sunday Entertainment by Port Restaurant & Bar and request to extend starting time on Weekday Entertainment License
 - B. Approve application for Sunday Entertainment by Ember Restaurant and request to extend starting time on Weekday Entertainment License
 - C. Approve and accept changes to House Bill H4437 relative to Senior Tax Exemption
 - D. Acknowledgement of Purchase and Sale Agreement and approval of Order of Taking for 4 Central Avenue
 - E. Housing Trust overview and vote to sign Declaration of Trust
 - F. Final FY 18 Budget Adjustments – *vote to authorize the Chair to sign*
 - G. Letter to legislative delegation regarding permanent protection for Nantucket Sound
 - H. Summer shuttle bus service to Harwich Port from 203 Bank St. to Bank St. Beach

- I. Fire Station 2 Contract Award Approval – Request to sign the Contract between the Town of Harwich and Mill City Construction, Inc. in the amount of \$6,750,000
- J. Brooks Free Library Generator Contract Approval – Request award of contract to Eastward Companies in the amount of \$103,174
- K. Green Fleet – Fuel Efficient Vehicle Replacement Policy – *first reading*
- L. Gift from Agway of Cape Cod for booth space at Paw Palooza Cape Cod on July 14-15, 2018 at the Dennis Yarmouth High School

IX. **OLD BUSINESS**

X. **TOWN ADMINISTRATOR'S REPORT**

- A. Lease of a Green Vehicle for the Community Development Department
- B. Piping Plovers at Red River Beach
- C. Renewal of vendor at Cultural Center
- D. Cultural Council Grant (\$10,000)
- E. MIIA Additional FY19 Participation Credits
- F. Departmental Reports – recommend monthly reports in lieu of weekly reports

XI. **SELECTMEN'S REPORT**

- A. Committee Vacancy Report for July 2018

XII. **ADJOURNMENT**

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

Authorized Posting Officer:

Sandy Robinson, Admin. Secretary

Posted by: _____
Town Clerk

Date: _____
July 5, 2018

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, JUNE 4, 2018
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Evan Melillo, Amy Usowski, Sean Libby, Lincoln Hooper, Carolyn Carey, Cyndi Williams, Art Bodin, and others.

Chairman Kavanagh reported that the Board had just come out of Executive Session where they approved Executive Session minutes and the Fire Chief's increase.

WEEKLY BRIEFING

Ms. Usowski, Conservation Administrator, provided a slide presentation on the piping plovers at Red River Beach. She reported that 4 piping plover chicks hatched at Red River Beach on June 1st. She noted that they are a locally threatened species and as such we are required by State law to abide by their management plan for piping plover protection and the Town contracts with Massachusetts Audubon to assist with our monitoring. She explained that an area of at least 1,000 meters around the chicks must be closed off to vehicles which would have closed off the beach but they worked with the State and Massachusetts Audubon to decrease that to about 400 meters which keeps the majority of the beach and parking area open. She stated that they are due to fledge around July 4th. She asked for the public's help to protect the threatened species and asked for volunteers to be monitors.

Deb Willsea, founder of Cape Cod Toy Library at 432 Route 28, explained their mission and asked for donations as well as volunteer help and noted that information is available on their website.

CONSENT AGENDA

- A. Approve Minutes – April 2 & 9, 2018 Executive Session
- B. Approve the Harwich Republican Town Committee's list of Election Workers
- C. Approve the appointment of Janet Evans as a full member of the Treasure Chest Committee
- D. Confirm the re-classification of the Library Director position
- E. Approve request by Verizon New England and Eversource Energy to relocate existing poles within the Town's right of way
- F. Approve the Award of Contract for the Brooks Library Exterior Restoration to Campbell Construction Group, LLC for the sum of \$698,500
- G. Approve application by Chamber of Commerce for Harwich 5K Road Race on June 23, 2018

Mr. McManus read the Consent Agenda and noted that Items B and C are being withdrawn and Item F will be taken up under New Business. Mr. MacAskill seconded the motion for discussion. The Board agreed that Item A would be taken up at the next meeting as the minutes weren't in the packet and in the future, Executive Session minutes that were approved during Executive Session, would be placed on the Consent Agenda for the next meeting. Mr. Howell moved to amend the motion to include

removal of Item A and Mr. MacAskill seconded the amendment. With regard to Item B, Mr. Howell noted that he met with the Town Clerk and there is a flaw in the Republican Town Committee's list that needs to be corrected. With regard to Item C, Mr. Howell explained that there was a resignation on the Treasure Chest Committee and as far as we can find out from both the front office and the Town Clerk, the person who resigned did not create a vacancy because that person was not an active appointed member last year so they're still full up and there is no room to appoint anybody yet. Mr. Howell's amendment to the motion carried by a unanimous vote. Mr. Clark clarified that the only items being acted on are Items D, E and G. Mr. McManus pointed out that he did not move to approve the Consent Agenda and that he simply read it. Mr. Howell then moved to approve the Consent Agenda as it pertains to Items D, E and G. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote. Chairman Kavanagh noted that Item F will be taken up at the next meeting because they didn't have all the information in their packets. Mr. Howell stated that they need to see the results of all bidders, it needs to be reviewed by our Finance Director and Town Counsel and there wasn't a prevailing wage schedule in the contract so it shouldn't be acted on tonight. Mr. Libby said those things went out in the bid packet and it's not part of the contract and Mr. Howell responded that the Board signs it and they need to see it. Mr. Clark noted that there is only one bidder in this case but that wasn't articulated and he acknowledged the need for the other items. The Board agreed to bring this item back on June 11th.

NEW BUSINESS

A. Treasure Chest Sticker Parking

Mr. Hooper reviewed his memo to the Board dated May 30, 2018 regarding his recommendation to restrict Treasure Chest usage to Harwich residents only as follows:

Tom Caruso, Treasure Chest Chairman, met with me today to request restricting access to the Treasure Chest to Harwich residents only. The impetus of this request is the fact that the Town of Dennis has closed their swap shop indefinitely and caused an influx of non-residents to utilize our facility. This increased business has stretched the volunteers too thin and Mr. Caruso is concerned about losing some if something isn't done to address the sheer volume of patrons.

To address this, I would like to recommend that the Town adopt a Treasure Chest sticker to be given to residents when they purchase a Disposal Area permit or beach sticker. Residents that do not purchase either would be provided a Treasure Chest sticker free of charge with documentation of residency. This sticker would allow an easy way to determine residency at the Treasure Chest.

We would like this change to become effective July 1, 2018, to coincide with issuance of other permits and to allow some time to notify current patrons of the Treasure Chest of the new policy. Although Mr. Caruso feels enforcement of this restriction can be conducted entirely by volunteers, I feel allocating a Town employee for the first two weekends of July is warranted. That is, patrons from other towns are going to feel aggrieved and angry when they are told they cannot use the Treasure Chest and having a full time uniformed staff member deliver the news will generate less potential acrimony than if delivered by a volunteer.

Mr. Hooper indicated that the process to obtain a sticker would be handled in the same way as the beach stickers. The Board discussed the proposal and Mr. Hooper took questions and comments

from the Board. Mr. MacAskill moved to approve the Treasurer Chest sticker parking as presented by the DPW Director for FY19 at no cost. Mr. Howell seconded the motion. Mr. Howell commented that this is about our trash stream which costs money and he doesn't see anything wrong with this as it is getting us back to the roots of what it was for originally. The motion carried by a unanimous vote.

B. Saquatucket Harbor Septic System Change Order #2

Mr. Clark noted that they are still working on this item and asked that it be held over until June 11th. He stated they are working on the septic field in the amount of \$70,000.

C. USEPA Southern New England Estuaries Project Grant Program – letter of commitment

The Board had extensive conversation regarding the proposed letter particularly as it pertained to in-kind staff time. After discussion, Mr. Howell moved to support the grant insofar as we are providing in-kind staff time and our portion, not to exceed \$250,000, by seeking approval for such sum at Town Meeting through an article. Mr. Clark suggested revising the third paragraph of the letter to indicate that the Board of Selectmen will seek funding from Town Meeting as an appropriation. Mr. Howell said the reason he wants this in an article is that he doesn't want to see it get tucked into our budget as an appropriation so that it is transparent. Mr. Ballantine seconded the motion and the motion carried by a 4-1-0 vote with Mr. MacAskill in opposition to the motion.

D. Fire Chief's Performance Evaluation

Mr. Clark reported that Chief Clarke received a satisfactory performance review and the Board voted to grant him an increase. He noted that Chief Clarke received 87 points with 65 points being the threshold for an increase and he added that he does an outstanding job. Mr. MacAskill thanked Mr. Clarke for his involvement in this community and added that we are very fortunate to have him as our Fire Chief.

- E. Fire Union Contract
- F. Re-classification of Deputy Fire Chief
- G. SEIU Managers Union Contract
- H. SEIU Compensation Survey (Phase 3)

The above items were not taken up by the Board.

- I. Appointment of members to the Affordable Housing Trust:
 - 1. Town Administrator
 - 2. One Member of the Board of Selectmen
 - 3. Members appointed by the Board of Selectmen (3)

Mr. Howell said he would be more than willing to be on this but suggested one year terms and said we should probably view this as a liaison position. Mr. MacAskill moved to recommend Don be the Selectmen member to the Affordable Housing Trust to June 30, 2019. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Mr. MacAskill moved to appoint Christopher Clark, Town Administrator, to the Affordable Housing Trust for a term not to exceed two years. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Chairman Kavanagh encouraged anyone from the public who may be interested in serving to contact the Town Administrator's Office.

TOWN ADMINISTRATOR'S REPORT

Mr. Clark and the Board thanked Mr. MacAskill for his outstanding service as Chairman.

SELECTMEN'S REPORT

Mr. McManus asked Mr. Clark to look into the Wi-Fi problems in Town Hall. Ms. Kavanagh asked the public to respect the piping plover situation at Red River Beach and asked anyone interested in volunteering there to contact the Conservation Administrator.

ADJOURNMENT

Mr. MacAskill moved to adjourn at 7:34. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, JUNE 11, 2018
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Evan Melillo, Interim Assistant Town Administrator Bob Lawton, Amy Bullock, and others.

Chairman Kavanagh reported that the Board had just come out of Executive Session where they reviewed the cyber-security study and to conduct strategy sessions with respect to collective bargaining on the Fire Union contract, the Deputy Fire Chief reclassification and the SEIU Compensation Survey.

WEEKLY BRIEFING

No one appeared before the Board.

PUBLIC COMMENTS/ANNOUNCEMENTS

No one appeared before the Board.

CONSENT AGENDA

- A. Approve Minutes – May 14, 2018 Regular Session
- B. Approve award of Bond Anticipatory Note sales
- C. Approve Annual Police Appointments
- D. Vote to waive the permit fee for a shed to be used to serve both the Brooks Academy Museum and the Crowell Barn per request of the Chairman of the Brooks Academy Museum Commission
- E. Approve the appointment of Janet Evans as a full member of the Treasure Chest Committee with a term to expire on June 30, 2021
- F. Confirm the appointment of James Donovan as Conservation Commission's representative to Real Estate & Open Space Committee with a term to expire on June 30, 2021
- G. Authorize the Chair to sign the Judah Eldredge Land Grant Authorization Form
- H. Released Executive Session Minutes:
 - 1. April 2, 2018
 - 2. April 9, 2018

Mr. McManus moved approval of the Consent Agenda. Mr. Ballantine seconded the motion. With regard to Item F, Mr. Howell noted that the By-Law and Charter Review Committee is looking at trying to change that so the ex-officio positions are year by year since they don't coincide with the underlying appointment that is necessary to make them an ex-officio position. With regard to Item B, Mr. McManus questioned if they are taking up the General Bond sales as well and Mr. Clark responded that they are. Mr. McManus amended his motion to exclude Item B and the Board agreed. The amended motion carried by a unanimous vote.

With regard to Item B, Mr. McManus moved the following:

I, the Clerk of the Board of Selectmen of the Town of Harwich, Massachusetts (the "Town"), certify that at a meeting of the Board held June 11, 2018, of which meeting all members of the Board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the sale of the \$12,525,000 General Obligation Municipal Purpose Loan of 2018 Bonds of the Town dated June 21, 2018 (the "Bonds"), to Janney Montgomery Scott LLC at the price of \$13,931,095.07 and accrued interest is hereby approved and confirmed. The Bonds shall be payable on June 15 of the years and in the principal amounts and bear interest at the respective rates, as specified: and Further voted to approve the sale of a \$7,445,150 at 2.75 percent General Obligation Bond Anticipation Note of the Town dated June 21, 2018, and payable June 21, 2019 (the "Note"), to Jefferies LLC at par and accrued interest plus a premium of \$82,197.00. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

NEW BUSINESS

- A. Interview for position of Town's representative to Barnstable Assembly of Delegates
 - 1. Peter Hughes
 - 2. Elizabeth Harder

Ms. Harder and Mr. Hughes, as candidates for the position of the Town's representative to the Barnstable Assembly Delegates, provided information on their background after which the Board interviewed them for the position. Both candidates indicated that they would be seeking election to the post.

Mr. Ballantine moved to nominate Peter Hughes and Mr. MacAskill seconded the motion. Mr. McManus moved to nominate Elizabeth Harder and Mr. Howell seconded the motion. Mr. Ballantine's motion to nominate Peter Hughes carried by a unanimous vote. No action was taken on Mr. McManus' motion.

- B. Retiree Health Insurance policy change

Mr. Lawton reviewed his memo to the Board dated June 4, 2018 as follows:

When someone retires from the Town of Harwich and is part of the Town health insurance program the person can maintain that coverage throughout their retirement. It is also the case that if a person retires from the Town of Harwich and does not have the Town health insurance or drops the coverage that person may come back at any time during their lifetime and ask to be reinstated. This creates a potentially large unknown liability for the Town.

Many communities on Cape Cod, and I assume off Cape, have a policy or regulation adopted by the Board of Selectmen that provides a retiree the period of one year to decide if the person wishes to remain or join the Town's health insurance plan. This provides the retiree with the option to keep or join the Town plan and gives the Town the ability to plan for the health insurance liability.

I would ask the Board of Selectmen to adopt the attached regulation, which has been reviewed by Town Counsel. We would then notify all current Town of Harwich retirees, by letter, who are not on the health insurance plan of the one year opportunity and also notify new retirees upon the date of their retirement of the option. Thank you for your consideration of this request.

RETIREE HEALTH INSURANCE REGULATION 2018

Subject to any eligibility rules or regulations proscribed by the town's health insurance plans, persons retiring from service to the Town of Harwich pursuant to G.L. c 32 (the public pension law), and who are not enrolled in a town-sponsored health insurance plan at the time of retirement, have one year from the date of retirement to opt in to participate in a town-sponsored health insurance plan as a retiree, as follows: retirees wishing to opt in during this one year time period may only be enrolled either at the next open enrollment period within one year after date of retirement, or, upon a qualifying event occurring within one year from the date of retirement. Written notification of such "opt in" must be given in writing to the Harwich Town Treasurer.

Those retirees who are enrolled in a town-sponsored health insurance plan at the time of retirement must sign the town provided form stating they will remain in the plan.

If a retiree who is enrolled in a town-sponsored health insurance plan chooses to opt out of such plan they may not return to any town-sponsored health insurance plan once they have opted out.

Ms. Bullock, Town Treasurer, said she agreed with the proposed policy and noted that they have had people come back on the health insurance after years. Mr. Howell said he would feel more comfortable if this were a hearing as it affects a lot of people. Mr. McManus agreed and said it would be nice to reach out to these people who are still in the one year timeframe to let them know that these changes are being considered. Mr. Lawton responded that if the change was made we would be notifying all of the retirees who are not part of the system to indicate that they have a year to determine what they would like to do. He asked if the Board is indicating that they would like all retirees who are not in the system to be notified that we will have a hearing and Mr. Howell responded that we typically do more than one reading of a policy. Mr. Ballantine said there's no reason not to follow the second reading precedent. Mr. MacAskill said giving people a year's notice is enough and we can advertise it. Mr. Ballantine said he is not suggesting we advertise but only to follow their policy of having a second reading. Mr. Clark said the Board can waive their policy of not having a second reading. Mr. MacAskill asked if it is past practice or is it an actual policy and it was agreed that it was past practice. He commented that they are just delaying this for two weeks. Mr. Ballantine moved to accept the recommendation of Bob Lawton on retiree health insurance. Mr. MacAskill seconded the motion. Mr. McManus said he would vote against it as it would show a level of respect for the people that have served this community well if for no other reason that we should notify them by putting it on the agenda that we are changing the conditions of their retirement and Mr. Howell agreed. The motion failed on a 2-3-0 vote with Chairman Kavanagh, Mr. Howell and Mr. McManus in opposition. Mr. Clark said he would bring this back for a second reading.

C. Fire Union Contract FY 19-21

Mr. Clark noted that the contract was voted in Executive Session and he outlined the components of the contract.

D. Deputy Fire Chief re-classification

Mr. Clark reported that as a result of the Fire Union Contract being approved, the Deputy Fire Chief position was removed from the union and we have reclassified the position to Grade M-7 in the non-union plan and uniformed non-union employees are eligible for benefits such as uniform allowance. He noted that the Board voted to reclassify the Deputy Fire Chief to Grade M-7 on the non-union schedule with those provisos.

E. SEIU Compensation Survey

Mr. Clark reported that we have looked at 4 positions for FY19, the Community Center Director, Conservation Administrator, Building Commissioner, and Golf Director and it was determined as a result of this survey that the Community Center Director was below market and needed to be adjusted, the Golf Director and Conservation Administrator were at market rate, and the Building Commissioner was also recommended to be moved up, so those adjustments will be made for FY19. He noted that the Board voted in Executive Session to make those adjustments consistent with the memo that was submitted by Administration. Mr. MacAskill thanked the Deputy Fire Chief and Community Center Director for their outstanding work and Ms. Kavanagh thanked them both and all SEIU employees as well.

TOWN ADMINISTRATOR'S REPORT

A. Sewer Plan Update

Mr. Clark reported that we are working with CDM Smith on finalizing the design. He said he attended the Wastewater Support Committee meeting and a decision was made to send out a letter to the 650 homes that were included in the ballot vote so they know that things are going to happen. He added that we continue to have coordination meetings with Chatham. Mr. Ballantine proposed looking at having a communications coordinator and suggested putting out an RFP to help coordinate a communications plan. Mr. MacAskill suggested putting this item on the agenda and Chairman Kavanagh agreed and noted that the education piece has to be addressed as well. Mr. Howell began to note another item that we are weak in and Mr. MacAskill called for a point of order and said we are outside of the topic. Mr. Howell said his comment was going to be for the Town Administrator to bring this back with a recommendation as an agenda item not just to get information out but to address concerns coming back from people. Chairman Kavanagh said there will be opportunity to discuss these items over the summer.

B. Cold Brook Update

Mr. Ballantine said he would like to bring this back as an agenda item. Mr. Clark said we are trying to lay out the process to go forward and he will bring back material to the Board.

C. Cyber Security Survey completion

Mr. Clark reported that the Town engaged the services of a cyber-security expert through a grant to review our operations but due to the sensitivity and nature of this he will not be getting into detail on it but noted that the Town will be looking at improving on some training and policies.

D. Piping Plovers at Red River Beach

Mr. Clark reported that there has been no change on the status of the plovers from last week so the barriers will remain in place.

Mr. Clark reported that he toured Public Beach 22 and it may warrant an agenda item under New Business to discuss recommendations for what can be done in this area to designate the easement versus the private property.

E. Departmental Reports

There was no discussion or action on this item.

SELECTMEN'S REPORT

Mr. Howell noted that we are losing a ZBA member and are in desperate need of Planning Board members and urged the public to consider serving. Mr. MacAskill noted that the Historic District/Historical Committee is having a difficult time making a quorum.

ADJOURNMENT

Mr. Ballantine moved to adjourn at 7:38 p.m. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

Ann Steidel

From: Raymond Chesley
Sent: Friday, June 22, 2018 10:33 AM
To: Sandy Robinson
Cc: Sean Libby; Ann Steidel
Subject: Brooks Free Library Renovation Project

Sandy

I would like to request the Board of Selectman consider waiving the building permit fees for the Brooks Free Library Renovation Project as this is a public building.

Ray Chesley
Building Commissioner

Raymond Gottwald, Chairman
Democratic Town Committee
38 Huckleberry Path
Harwich, MA 02645



June 6, 2018

The Honorable Board of Selectmen
Harwich Town Offices
732 Main Street
Harwich, MA 02645

To The Honorable Board of Selectmen:

As requested, and in accordance with Massachusetts General Laws, Chapter 54, Section 12, the Harwich Democratic Town Committee submits the following names of enrolled Democrats who desire to be Election Officers for a one-year period beginning September 1, 2018.

It is our understanding that the Board of Selectmen shall, not earlier than July 16, 2018, not later than August 13, 2018, appoint Election Officers for each precinct from this filed list, which has also been submitted to the Town Clerk and Board of Registrars.

Johanne M. Arnemann	89 Pleasant Bay Rd	Harwich	774-722-1911
Joyce E. Bearse	19 Sequattom Road	Harwich	432-1892
Charles Callahan	4 Woodbine Road,	Harwich Port	432-3740
Joan Callahan	4 Woodbine Road,	Harwich Port	432-3740
Ursula Corbett	2 Baddeck Street P.O. Box 1642	Harwich	432-3272
Mary Eagan	EchoWoods Road, Box 191	South Harwich	432-8452
Donna W. Eaton	159 Long Pond Dr	Harwich	430-4372
Carolyn Flahive	3 Johns Way,	Harwich	432-9207
Leslie Flynn	54 Oak Street	Harwich	432-2576
William Flynn, Jr	54 Oak Street	Harwich	432-2576
Dorothy M. Harrington	19 Village Green	Harwich Port	432-9150
Shirley Knowles	62 Oak Street	Harwich	432-1048
Wilfrid Remillard	642 Queen Anne Road	Harwich	432-6249
Catherine A. Sacramone	43 Division Street	West Harwich	432-4718
Janet Silverio	7 Harvest Hollow Dr	Harwich	430-1712
Sandra Shelton	42 John Nelson Way,	Harwich	430-5389

Jacqueline Stiles	65 John Nelson Way, Harwich	432-0968
Susan Weinstein	21 Lake Street Harwich	432-1165
Joyce Phillips	18 John Nelson Way Harwich	430-1888
Pessolano, Alyssia	89 Pleasant Bay Road Harwich	
Maddyline Hastings	30 Kendrick Road Harwich	
Tina Games Evans	1 Panorama Point Dr Harwich	
Simon Evans	1 Panorama Point Dr Harwich	
Marilyn Schlansky	28 Glenwood Drive Harwich	774-237-0698
Paul Schlansky	28 Glenwood Drive Harwich	
Kathleen Muller	20 Hunts Lane, Harwich	432-1062
Elaine Dickinson	10 Hillcrest Drive, Harwich	
Dean Panko	32 Long Pond Drive, Harwich	508-432-6047
Lynda Burchfield	22 Oak Street	508-631-2959
Donna Tavano	500 Route 28, Harwich Port,	508-432
Colleen Murphy	39 Deep Hole Road,	617-735-0176

I will contact you if there are any additional names to be added to this list.
Thank you for your consideration in this matter.

Respectfully,


Raymond Gottwald, Chairman
Harwich Democratic Town Committee

Pc: Board of Registers



Harwich Republican Town Committee
P O Box 1374
Harwich, MA 02645

May 18, 2018

**Board of Registrars
Town of Harwich
732 Main Street
Harwich, MA 02645**



Subject: List of Election Workers

Attached please find the List of Harwich Republican Town Committee Workers for 2018.

Best regards,

**Peter Hughes, Chairman
Harwich Republican Town Committee**

Attachment

2018 Republican Election Workers

Ruth Barnett	18 Rainbow Way, Harwich	432-3648
David Bassett	8 Moody Road, Harwich Port	237-1514
Emily C. Brutti	28 Hill Crest, Harwich,	397-6233
Dorothy Hemmings-Bassett	8 Moody Road, Harwich Port	237-1514
Janet Bowers	142 Kendrick Rd, Harwich	432-8895
Richard Bowers	P O Box 244, Harwich	432-8895
Eric Carroll	434 Lower County Road	432-9316
Gayle Carroll	434 Lower County Road	432-9316
Judy Davis	170 Gorham Rd, HarwichPort	432-9312
John Eldredge	9 Forsythia Drive, Harwich	432-0965
Marjorie Frith	231 Route 28 23, west Harwich	430-1104
Richard Gomes	15 Ridgevale Rd, So Harwich	432-1431
Jeffrey Hadley	29 Scotlin Way, Harwich	432-3124
Sandra Hall	24 Intervale Ln, Box 426, So Harwich	432-1963
Linda Hughes	41 Martha Ln, Box 54, So. Harwich	432-7512
Janet Kaiser	4 Spring Tide Lane, Harwich	432-3277
Ann Kaplan	154 Clearwater Dr, Harwich	432-9886
Barbara Madson	247 Church St, Harwich	432-2945
Beverly Millar	11 Carriage Lane, Harwich	432-3142
Sheila O'Toole (Eldredge)	990 Queen Anne Rd, Harwich	
Mary Ann Pina	3 Frances Road, Harwich	774-408-7471
Deborah Sementa	1 Captain Bearse Road, Harwich	432-6147
Virginia Stark	105 Uncle Venies Rd Box 869 South Harwich	430-2632
Judith Sullivan	4 Paddock Road, Harwich	432-5526
Pat Switchenko	3 Riley Road, Harwich	432-2458
Lou Urbano	152 Riverside Drive, West Harwich	858-922-4212
Sally Urbano	152 Riverside Drive, West Harwich	425-583-8494
Leonora Arneson	18 Wood Lilly Road	432-2645

Christopher Clark

7/9 agenda

From: David Quinn <dquinn@haconcapecod.org>
Sent: Thursday, June 14, 2018 2:06 PM
To: Christopher Clark
Subject: Big Fix Fee Waiver Request

Hi Chris –

I just wanted to follow up on our fee waiver request to the Board of Selectmen. Are you able to get that request on the next Board of Selectmen's meeting, for the following waivers?

- Transfer station fees;
- Appliance removal if necessary;
- Express building or remodeling permits if necessary;
- Electrical/plumbing application fees (not inspection, we understand that cannot be waived);
- Space rental fees (e.g. Monomoy High School cafeteria) for kick-off location); Eileen Reilly, District Accountant informed us that the Monomoy Regional School District Business Manager and Superintendent are willing to waive the facility fees on the day of the Big Fix.
- Health Dept. Food permit fees
- Traffic Duty fees if necessary (e.g. vehicles exiting the kick-off location in the A.M. to get to job site).
- Sign permits if we want to place a Big Fix banner on a fence

We have received the 54 applications from Harwich residents! Thank you for all your efforts to spread the word. We are now in the process of visiting each house and selecting the final recipients.

Best,
Dave

David M. Quinn
Assistant Director of Housing Development
Housing Assistance Corporation
460 W. Main Street
Hyannis, MA 02601
Office – (508) 771 -5400 ext 288
Cell – (508) 280 - 8465

Celebrating 43 years of good work.

Learn more about Housing Assistance Corporation at www.haconcapecod.org.
LIKE us on [Facebook](#) and follow us on [Twitter](#)



**TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
July 5, 2018**

Pursuant to M.G.L. Ch. 166, § 22, a Public Hearing will be held at **10:00 AM on Thursday, July 5, 2018** in the Harwich Town Hall Library, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by NSTAR ELECTRIC COMPANY requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in under, along and across the following public way or ways:

36 Northern Avenue, Harwich

PROPOSED: To install approximately 30 feet of conduit/cable under the public roadway and 1 handhole #23/H6A in 36 Northern Avenue in Harwich

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Christopher Clark
Town Administrator

Cape Cod Chronicle
June 21, 2018

**TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
JULY 5, 2018**

Pursuant to M.G.L. Ch. 166, § 22, a Public Hearing will be held at **10:00 AM on Thursday, July 5, 2018** in the Harwich Town Hall Library, 732 Main Street, Harwich, MA in reference to the following matter:

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36 Northern Avenue, Harwich

PROPOSED: To install approximately 30 feet of conduit/cable under the public roadway and 1 handhole #23/H6A in 36 Northern Avenue in Harwich

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Christopher Clark,
Town Administrator

The Cape Cod Chronicle
June 21, 2018

June 8, 2018

Town Administrators
732 Main Street
Harwich, MA 02653



Dear Board Members:

Enclosed is a petition to install approximately 30 feet of conduit/cable under the public way and 1 handhole#23/H6A in Northern Ave, Harwich.

This proposed location (s) is necessary to provide electrical service to customer at 36 Northern Ave. This petition will require a notice to abutters and a hearing.

Will you please present this petition before the Board for customary action and approval?

If you have any questions feel free to contact me at 508-790-9022 or the email address provided below.

Warm Regards,

A handwritten signature in black ink, appearing to read "Jessica Elder".

Jessica Elder
Right of Way Agent
Jessica.Elder@Eversource.com
NSTAR Electric
d/b/a Eversource Energy

**PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS**

WO#2268081

Barnstable, Massachusetts

June 8, 2018

To the Board of Selectmen for the Town of Harwich, Massachusetts.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

request permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

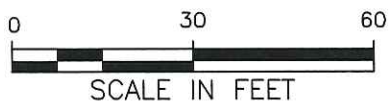
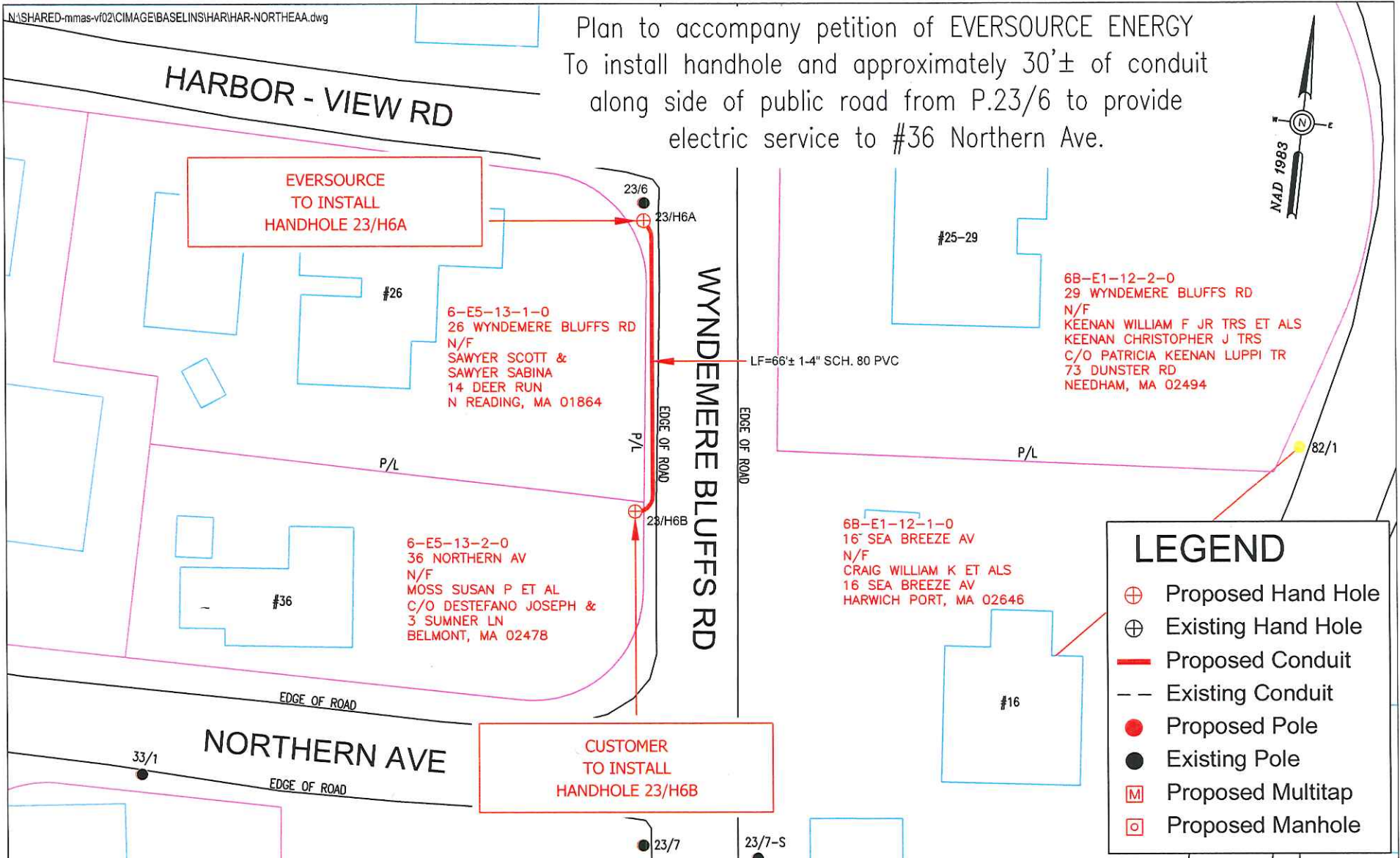
**36 Northern Ave, Harwich – to be installed in side of road on Wyndemere Bluffs Rd
To install approximately 30, of conduit and cable and 1 handhole#23/H6A in town road.**

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 2268081 Dated May 29, 2018.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

By _____
Right of Way Agent
Jessica S. Elder

Plan to accompany petition of EVERSOURCE ENERGY
 To install handhole and approximately 30'± of conduit
 along side of public road from P.23/6 to provide
 electric service to #36 Northern Ave.



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT, TO THE MAXIMUM EXTENT ALLOWED BY LAW. YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW
 REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
 BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	2268081	NSTAR EVERSOURCE ELECTRIC d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Ward #		
Work Order #	2268081	Plan of NORTHERN AVE HARWICH
Surveyed by:	N/A	Showing PROPOSED HANDHOLE & CONDUIT LOCATION
Research by:	PG	
Plotted by:	LM	
Proposed Structures:	TL	
Approved:	A DEBENEDICTIS	Scale 1"=30' Date MAY 29, 2018
P#		SHEET 1 of 1

INTERVIEWS – Friday, June 22, 2018 @ 9:00 a.m.

<u>TIME</u>	<u>APPLICANT:</u>	<u>VACANCY</u>	<u>TERM</u>
9:00 am	Larry Brophy	Affordable Housing Trust 3 Trustee vacancies for 2-year overlapping terms	Recommend for Appointment to Full Position: Term to expire June 30, 2020
9:15 am	Art Bodin	Affordable Housing Trust 3 Trustee vacancies for 2-year overlapping terms	Wait
9:30 am	Val Peter	Wastewater Support Committee 1 vacancy expires on 6/30/18	Recommend for Appointment to Full Position: Term to expire June 30 2021
9:45 am	John Bangert	Historic District/Historical Commission 1 full vacancy; 3 alternate vacancies	Wait

THE COMMONWEALTH OF MASSACHUSETTS

State Fee, \$50 1pm-12am or \$100 prior to 1pm TOWN OF HARWICH
 Municipal Fee, \$85 1pm-12am or \$175 prior to 1pm



LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is PORT Restaurant and Bar INC. in or on the property at No.

541 Route 28 Harwich MA 02646 (address)

The Licensee or Authorized representative, [Signature] print name and sign here in

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
Sundays seasonally		Recorded or Live Music with Amplification
SUN	1pm - 10pm	OUTSIDE
SUN	1pm - 12am	INSIDE

Harwich

~~XXX~~ [Signature] ~~XXX~~ Chairman of Board of Selectman, (City or Town) signature

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm - Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm - Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00 Municipal fee per occurrence: Regular hours \$10 per Sunday, special hours \$20 per Sunday. Seasonal only.

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

June 26, 2018

The Port Restaurant

541 Rt. 28

Harwichport, Ma

02646



To the Office of the Selectman,

We please ask that you review our entertainment license as our current license begins at 5pm daily at The Port Restaurant. Our request comes from a need that our daytime hours align with the Oyster Hours, function requests, fundraisers and other needs for an earlier start time. We would like to request an 11:30am start time for the entertainment license for The Port Restaurant. Thank you very much for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to be "Justin & Griffin Brackett".

Justin & Griffin Brackett

NUMBER
18-09S

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH

FEE
\$75.00

**LICENSE FOR INNOLDERS, COMMON VICTUALLERS
AND OTHER KEEPERS OF RESTAURANTS AND OTHER ESTABLISHMENTS**

In accordance with the provisions of Chapter 140 of the General laws as amended by Chapter 299 of the Acts of 1926, and amendments thereto, LICENSE is hereby granted to:

The Port Restaurant

to conduct the amusements as herein described in connection with his regular business of innholder, common victualler, or owner, manager or controller of a café, restaurant or other eating or drinking establishment, on the premises owned by Same

of Harwich located at 541 Route 28, Harwich Port

Description of Premises: Same

Description of amusements to be conducted: Recorded or live music with amplification.

To be conducted on week days between the hours of: 5:00 PM – 10:00 PM on rear deck

5:00 PM – 12:00 AM inside

This LICENSE is granted as subject to the provisions of the General Laws, chapter one hundred and forty, sections twenty-two to thirty-two inclusive, and of chapter two hundred and seventy-two, sections twenty-five to twenty-seven inclusive, and amendments thereto, and shall not be valid for a location other than as herein described.

Date: April 1, 2018

License granted by:

EXPIRES DECEMBER 31, 2018

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

Inside Entertainment - Noise from entertainment may not create a nuisance or be heard outside the boundaries of the premises.

Outside Entertainment – Noise from entertainment must be at reasonable sound levels which are not plainly audible at a distance of 150 feet from boundary line or source of sound amplification system whichever is further.

Suggested Minimum Regulations which will be required by the Licensing Authorities before approval of Licenses issued in accordance with the provisions of Chapter 299, Acts of 1926 and amendments thereto.

1. This license is granted and approved subject to compliance with the laws of this Commonwealth relative to the exposing, sale and keeping of liquor or other intoxicating beverages and with compliance with the following conditions: —
2. The premises shall be open at all times to inspection by any police officer or constable of the town, or by any State Police Officer.
3. No person or persons under the influence of intoxicating liquor or other intoxicating beverage, or having the appearance thereof, shall be granted admittance to or be permitted to remain in or upon any of the premises described in this license.
4. No dialogue, gesture, song, language or conversation of any description which is directly or indirectly obscene, lascivious or suggestive, shall be permitted to be used by any person or persons while in or upon the premises.
5. Muscle or suggestive dancing or any description or form is prohibited.
6. Gaming of any description, games at which a prize is offered, any game where money is exposed as a prize or inducement, wheels of change and jingle boards are prohibited.
7. Private dining rooms, booths or enclosures for the accommodation of less than four persons shall not be permitted and not less than four persons shall be allowed or permitted to occupy any such room or enclosure.
8. Rooms used for dining rooms and for dancing shall be so lighted as to render it possible to distinguish any person by every other person therein at all times.
9. The license will be suspended for non-compliance with any of the laws of this Commonwealth relating to this particular establishment, and may, after a hearing, be revoked.
10. Non-compliance with the provisions of any of the above regulations will be sufficient cause for suspension, and after hearing the license may be revoked.

By authority of and in compliance with the provisions of Chapter 299, Acts of 1926, and amendments thereto, the above minimum rules and regulations are hereby prescribed and approved.

Board of Selectmen

voted 1-9-17

MEMO

To: Board of Selectmen

From: Ann Steidel
Administrative Secretary

Date: December 22, 2016

Subject: Motion of December 12, 2016 – Public Hearing on Entertainment Licenses

Due to the necessity for accurate minutes and the voluminous nature of the following motion made at the December 12, 2016 Public Hearing on Entertainment licenses, I ask that you vote to confirm the motion:

Mr. Hughes moved to adopt the following standard regarding entertainment licenses on Route 28 in Harwich Port: that would be inside entertainment every day until 11:00 p.m. or until 60 minutes prior to liquor closing whichever is later, start time is per request of the applicant, all entertainment at the licensed premises may be conducted in a manner such that the noise from the entertainment is not creating a nuisance that can be heard outside the boundaries of the premises; B. on outside entertainment - every day until 10:00 p.m., start time is per request of the applicant, the standard would be reasonable sound levels which are not plainly audible at a distance of 150 feet from the boundary line or source of sound amplification system whichever is further. Mr. LaMantia seconded the motion. Ms. Greenhalgh asked for clarification as Mr. Hughes did not say "and also selling liquor." Mr. Hughes included it in his motion. The motion carried by a unanimous vote.

THE COMMONWEALTH OF MASSACHUSETTS

State Fee, \$50 1pm-12am or \$100 prior to 1pm TOWN OF HARWICH

Municipal Fee, \$85 1pm-12am or \$175 prior to 1pm



LICENSE

For PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Ember Pizza, INC in or on the property at No.

600 Route 28, Harwich, MA 02646 (address)

The Licensee or Authorized representative, [Signature] print name and sign here in

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
Sundays seasonally		Recorded or Live Music With Amplification
SUN	1pm - 10pm	Outside
SUN	1pm - 12AM	Inside

~~XXX~~ XXXX Chairman of Board of Selectman, Harwich (City or Town) signature

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm - Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm - Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00 Municipal fee per occurrence: Regular hours \$10 per Sunday, special hours \$20 per Sunday. Seasonal only.

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

June 26, 2018

Ember Coal Fire Pizza & Wings

541 Rt. 28

Harwichport, Ma

02646



To the Office of the Selectman,

We please ask that you review our entertainment license as our current license begins at 5pm daily at Ember Coal Fire Pizza and Wings. Our request comes from a need that our daytime hours align with the needs of the restaurant that serves lunch, hosts charity events and various functions. We would like to request an 11:30am start time for the entertainment license for Ember Coal Fire Pizza and Wings. Thank you very much for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin & Griffin Brackett".

Justin & Griffin Brackett

weekday entertainment

NUMBER
18-04

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH

FEE
\$75.00

**LICENSE FOR INNHOLDERS, COMMON VICTUALLERS
AND OTHER KEEPERS OF RESTAURANTS AND OTHER ESTABLISHMENTS**

In accordance with the provisions of Chapter 140 of the General laws as amended by Chapter 299 of the Acts of 1926, and amendments thereto, LICENSE is hereby granted to:

Ember Pizza

to conduct the amusements as herein described in connection with his regular business of innholder, common victualler, or owner, manager or controller of a café, restaurant or other eating or drinking establishment, on the premises owned by Same

of Harwich Port located at 600 Route 28, Harwich Port

Description of Premises: Same

Description of amusements to be conducted: Recorded or live music with use of amplification.

To be conducted on week days between the hours of: 5:00 PM - 12:00 AM inside;

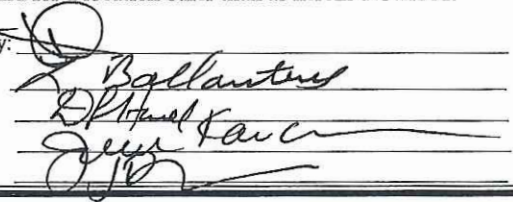
5:00 PM - 10:00 PM outside

This LICENSE is granted as subject to the provisions of the General Laws, chapter one hundred and forty, sections twenty-two to thirty-two inclusive, and of chapter two hundred and seventy-two, sections twenty-five to twenty-seven inclusive, and amendments thereto, and shall not be valid for a location other than as herein described.

Date:

DEC 11 2017

License granted by:



EXPIRES DECEMBER 31, 2018

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

Inside Entertainment - Noise from entertainment may not create a nuisance or be heard outside the boundaries of the premises.

Outside Entertainment - Noise from entertainment must be at reasonable sound levels which are not plainly audible at a distance of 150 feet from boundary line or source of sound amplification system whichever is further.

Suggested Minimum Regulations which will be required by the Licensing Authorities before approval of Licenses issued in accordance with the provisions of Chapter 299, Acts of 1926 and amendments thereto.

1. This license is granted and approved subject to compliance with the laws of this Commonwealth relative to the exposing, sale and keeping of liquor or other intoxicating beverages and with compliance with the following conditions: —
2. The premises shall be open at all times to inspection by any police officer or constable of the town, or by any State Police Officer.
3. No person or persons under the influence of intoxicating liquor or other intoxicating beverage, or having the appearance thereof, shall be granted admittance to or be permitted to remain in or upon any of the premises described in this license.
4. No dialogue, gesture, song, language or conversation of any description which is directly or indirectly obscene, lascivious or suggestive, shall be permitted to be used by any person or persons while in or upon the premises.
5. Muscle or suggestive dancing or any description or form is prohibited.
6. Gaming of any description, games at which a prize is offered, any game where money is exposed as a prize or inducement, wheels of change and jingle boards are prohibited.
7. Private dining rooms, booths or enclosures for the accommodation of less than four persons shall not be permitted and not less than four persons shall be allowed or permitted to occupy any such room or enclosure.
8. Rooms used for dining rooms and for dancing shall be so lighted as to render it possible to distinguish any person by every other person therein at all times.
9. The license will be suspended for non-compliance with any of the laws of this Commonwealth relating to this particular establishment, and may, after a hearing, be revoked.
10. Non-compliance with the provisions of any of the above regulations will be sufficient cause for suspension, and after hearing the license may be revoked.

By authority of and in compliance with the provisions of Chapter 299, Acts of 1926, and amendments thereto, the above minimum rules and regulations are hereby prescribed and approved.

Board of Selectmen

voted 1-9-17

MEMO

To: Board of Selectmen

From: Ann Steidel
Administrative Secretary

Date: December 22, 2016

Subject: Motion of December 12, 2016 – Public Hearing on Entertainment Licenses

Due to the necessity for accurate minutes and the voluminous nature of the following motion made at the December 12, 2016 Public Hearing on Entertainment licenses, I ask that you vote to confirm the motion:

Mr. Hughes moved to adopt the following standard regarding entertainment licenses on Route 28 in Harwich Port: that would be inside entertainment every day until 11:00 p.m. or until 60 minutes prior to liquor closing whichever is later, start time is per request of the applicant, all entertainment at the licensed premises may be conducted in a manner such that the noise from the entertainment is not creating a nuisance that can be heard outside the boundaries of the premises; B. on outside entertainment - every day until 10:00 p.m., start time is per request of the applicant, the standard would be reasonable sound levels which are not plainly audible at a distance of 150 feet from the boundary line or source of sound amplification system whichever is further. Mr. LaMantia seconded the motion. Ms. Greenhalgh asked for clarification as Mr. Hughes did not say "and also selling liquor." Mr. Hughes included it in his motion. The motion carried by a unanimous vote.

Christopher Clark

From: Ferrara, Sarah (HOU) <Sarah.Ferrara@mahouse.gov>
Sent: Tuesday, June 19, 2018 3:46 PM
To: Christopher Clark
Cc: Peake, Sarah - Rep. (HOU)
Subject: Harwich Senior Exemption Home Rule
Attachments: Harwich Senior Exemption Changes.docx

Hi Chris,

Attached please find a track changes document for the Harwich senior exemption bill. There were edits made when the bill was released from the Revenue Committee and Bills in the 3rd Reading requires a letter from the town clerk stating that the board of selectmen votes to approve the changes. Specifically, the letter should include: the changes that the board of selectmen voted to approve (text of H4437); be dated, signed, and attested by the town clerk; and contain the town's raised seal. Here is a link to the bill as it was released from Revenue: <https://malegislature.gov/Bills/190/H4437>

If you could please add this to the next Board of Selectmen meeting agenda, we would greatly appreciate it. We would like to keep this bill moving through the legislative process. Thanks!

Sarah Ferrara
Budget and Policy Director
Office of Representative Sarah Peake
3rd Division Leader
State House, Room 163
Boston, MA 02133
(617) 722-2040
Sarah.Ferrara@mahouse.gov

H2636

H4437

SECTION 1. Notwithstanding the provisions of clause 41C~~Forty-first C~~ of section 5 of chapter 59 of the General Laws, or of any other general or special law to the contrary, the Board of Assessors in the ~~town~~Town of Harwich is hereby authorized to grant a ~~senior~~senior exemption ~~into~~ the amount of \$1,500-~~00~~ of assessed taxable valuation to individuals meeting the qualifications contained in clause 41C~~Forty-first C~~ of section 5 of chapter 59.

SECTION 2. In the fiscal year in which this act takes effect, the ~~town~~Town of Harwich is hereby authorized to reimburse those eligible for a senior exemption under clause 41C~~Forty-first C~~ of section 5 of chapter 59 of the General Laws ~~into~~ the amount of \$500.00.

SECTION 3. This act shall take effect upon its passage.

July 9, 2018

At a duly held meeting of the Board of Selectmen a motion was made by
and seconded by _____ to approve the text of House Bill H4437, as amended.
The approved text is as follows:

H4437

SECTION 1. Notwithstanding the provisions of clause Forty-first C of section 5 of chapter 59 of the General Laws, or of any other general or special law to the contrary, the Board of Assessors in the Town of Harwich is hereby authorized to grant an exemption to the amount of \$1,500 to individuals meeting the qualifications contained in clause Forty-first C of section 5 of chapter 59.

SECTION 2. In the fiscal year in which this act takes effect, the Town of Harwich is hereby authorized to reimburse those eligible for a senior exemption under clause Forty-first C of section 5 of chapter 59 of the General Laws to the amount of \$500.00.

SECTION 3. This act shall take effect upon its passage.

HARWICH BOARD OF SELECTMEN

True copy attested
Anita N. Doucette, MMC/CMMC
Town Clerk

MOTION

I move that we

1. Vote to approve the text changes in House Bill H4437

DECLARATION OF TRUST

HARWICH AFFORDABLE HOUSING TRUST FUND

THIS DECLARATION OF TRUST is made as of _____ day of _____, 2018 by the Town of Harwich, acting by and through its Board of Selectmen pursuant to the vote taken under Article 40 of the May 7, 2018 Annual Town Meeting, a certified copy of which is attached hereto and recorded herewith, and the provisions of Chapter 44, Section 55C of the General Laws (the "Act").

ARTICLE I – NAME OF THE TRUST

The trust shall be called the "Harwich Affordable Housing Trust Fund" (the "Trust").

ARTICLE II – PURPOSE OF TRUST

The purpose of the Trust shall be to provide for the preservation and creation of affordable housing in the Town of Harwich for the benefit of low and moderate income households as defined by the Massachusetts Department of Housing and Community Development, or successor agency ("DHCD") and in furtherance of this purpose, to acquire by gift, purchase, or otherwise real estate and personal property, both tangible and intangible, of every sort and description, and to use and/or dispose of such property, both real and personal, in such manner as the Board of Trustees deems appropriate to carry out such purpose. The Trust shall be governed in accordance with Act and the authority granted by Town Meeting, as the same may be amended from time to time.

ARTICLE III – APPOINTMENT AND TENURE OF TRUSTEES

There shall be a Board of Trustees (the "Board") of the Harwich Affordable Housing Trust Fund, composed of five Trustees. One Trustee shall be the Town Administrator or his/her designee, who shall act as Chairperson and shall have a vote, one Trustee shall be a Selectman, as designated by the Board of Selectmen, and the remaining three Trustees shall be appointed by the Board of Selectmen. All Trustees shall serve a term of two years, except that, initially, two of the three Trustees appointed by the Board of Selectmen shall serve for a term of one year. In the event of a vacancy in the position of Trustee, the appointment shall be made in the same manner as the original appointment. The Trustees (other than the Town Administrator) must be residents of the Town of Harwich to be eligible for appointment. Any such Trustee who ceases to be a resident of the Town of Harwich shall promptly provide a written notification of the change in residence to the Board and to the Town Clerk. Said Trustee shall cease to be a member of the Board upon such notification and action shall be taken immediately to fill such vacancy. Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk. If a Trustee shall die, resign, be removed or for any other reason cease to be a Trustee hereunder before his/her term of office expires, a

successor shall be appointed by the Board of Selectmen to fill such vacancy for the remainder of the unexpired term, provided that in each case the said appointment and acceptance in writing by the Trustee so appointed is filed with the Town Clerk and recorded with the Barnstable County Registry of Deeds and, if applicable, the Barnstable County Registry District of Land Court. Upon the appointment of any succeeding Trustee and the filing and recording of such appointment or a certificate of such appointment, the title to the Trust estate shall thereupon and without the necessity of any conveyance be vested in such succeeding Trustee jointly with the remaining Trustees.

ARTICLE IV – POWERS OF TRUSTEES

The Trustees shall have the following powers which shall be carried out in accordance with and in furtherance of the provisions of the Act as outlined below:

(1) to accept and receive property, whether real or personal, by gift, grant, devise, or transfer from any person, firm, corporation or other public or private entity, including without limitation grants of funds or other property tendered to the Trust in connection with provisions of any zoning ordinance or by-law or any other ordinance or by-law or any general or special law or any other source, including money from the Community Preservation Act, Chapter 44B of the General Laws (the “CPA”); provided, however, that any such money received under the CPA shall be used exclusively for community housing and shall remain subject to all the rules, regulations and limitations of the Act when expended by the Trust, and such funds shall be accounted for separately by the Trust; and provided further, that at the end of each fiscal year, the Trust shall ensure that all expenditures of funds received from the CPA are reported to the Harwich Community Preservation Committee (the “CPC”) for inclusion in the community preservation initiatives report, form CP-3, to the department of revenue;

(2) to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;

(3) to sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to Trust property as the Board of Trustees deems advisable notwithstanding the length of any such lease or contract;

(4) to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases, grant agreements and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the board engages for the accomplishment of the purposes of the Trust;

(5) to employ advisors and agents, such as accountants, appraisers and lawyers as the Board deems necessary;

(6) to pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Board deems advisable;

(7) to apportion receipts and charges between incomes and principal as the Board deems advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;

(8) to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;

(9) to deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the Board may deem proper and to pay, out of Trust property, such portion of expenses and compensation of such committee as the Board may deem necessary and appropriate;

(10) to carry property for accounting purposes other than acquisition date values;

(11) to borrow money on such terms and conditions and from such sources as the Board deems advisable, to mortgage and pledge Trust assets as collateral;

(12) to make distributions or divisions of principal in kind;

(13) to comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this act, to continue to hold the same for such period of time as the Board may deem appropriate;

(14) to manage or improve real property; and to abandon any property which the Board determined not to be worth retaining;

(15) to hold all or part of the Trust property uninvested for such purposes and for such time as the Board may deem appropriate;

(16) to extend the time for payment of any obligation to the Trust;

(17) to designate the Selectmen member of the Board to report to the full Board of Selectmen on acquisition and dispositions of real property by the Trustees;

(18) the Trust shall have the following additional duties:

- (a) The Trust shall oversee all funds under its control and use the funds to create and preserve affordable housing opportunities in the Town of Harwich; and
- (b) The Trust shall work with the Harwich Housing Committee to develop an affordable housing plan, which shall be updated each year and a copy presented to the Board of Selectmen.

(19) The Trustees shall have full power and authority, at any time and from time to time to expend Trust funds, both principal and interest, as the Board deems appropriate. All expenditures shall be made in conformance with the terms of this Trust and the Act.

ARTICLE V – REMOVAL OF TRUSTEES

A member of the Board may be removed from the Trust by the Board of Selectmen by a majority vote after a public meeting or by failure to reappoint.

ARTICLE VI – MEETINGS OF THE TRUSTEES

The Board of Trustees shall meet at least quarterly at such time and such place as the Trustees shall determine. Special meetings may be called by the Chairperson or by any three (3) Trustees. Notice of any meeting of the Trust shall be filed with the Town Clerk and posted in accordance with the Open Meeting Law, Chapter 30A, Sections 18-25 of the General Laws.

A quorum of the Board of Trustees shall be the majority of the full Board of Trustees but less than a quorum may, subject to the requirements of the Open Meeting Law, continue a meeting to a time, date and place certain.

The Chairperson may establish sub-committees and/or ad hoc task related committees to carry out the purposes of the Trust. Chairpersons of the sub-committees may be selected by the members of the sub-committees.

ARTICLE VII – ACTS OF TRUSTEES

Any action of the Board of Trustees shall be approved by a majority of those present and voting at a duly called meeting, provided that a quorum is present, and any and all instruments executed by such majority shall be binding upon the Trust, and shall be conclusive evidence that such action has been duly authorized. No Trustee shall be required to give bond. No license of court shall be required to confirm the validity of any transaction entered into by the Trustees with respect to the Trust property. No one dealing with the Trustees need inquire concerning the validity of any act of the Trustees or see to the application of anything paid to or upon the order of the Trustees. No Trustee shall be liable for the act, negligence or default of any other Trustee or any employee, agent, or representative of the Trust selected with reasonable care, nor for errors in judgment, nor mistakes of law or fact made in good faith nor in reliance in good faith on advice of counsel nor for other acts or omissions in good faith

ARTICLE VIII – LIABILITY; CONFLICT OF INTEREST

Neither the Trustees nor any agent or officer of the Trust shall have the authority to bind the Town of Harwich, except in the manner specifically authorized herein. The Trust is a public employer and the Trustees are public employees for the purposes of Chapter 258 of the General Laws. The Trust shall be deemed a municipal agency and the Trustees special municipal employees for the purposes of Chapter 268A of the General Laws.

ARTICLE IX – TREASURER/COLLECTOR AS CUSTODIAN

The Town of Harwich Treasurer shall be the custodian of the Trust's funds and shall maintain separate accounts and records for said funds. He or she shall invest the funds in the manner authorized by Chapter 44, Section 55B of the General Laws and other applicable laws, as they may be amended from time to time. Any income or proceeds received from the investment of funds shall be credited to and become part of the Trust. The Board of Trustees shall control the expenditure of Trust funds in accordance with the provisions of the Act, but payments shall be made through the warrant process. As custodian, the Town Treasurer shall issue checks as directed by the Trustees. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices, as required under the Act. The Trust shall be audited as part of the Town audit.

ARTICLE X – DURATION OF THE TRUST

This Trust shall continue so long as authorized under the Laws of the Commonwealth of Massachusetts. Notwithstanding the foregoing, the Trust may be terminated in accordance with Chapter 4, Section 4B of the General Laws, provided that an instrument or certificate of termination together with a certified copy of the Town Meeting vote are duly recorded with the Registry. Upon termination of the Trust, subject to the payment of or making provisions for the payment of all obligations and liabilities of the Trust, the net assets of the Trust shall be transferred to the Town and held by the Board of Selectmen for affordable housing purposes. In making any such distribution, the Trustees shall, subject to the prior approval of the Board of Selectmen, sell all or any portion of the Trust property and distribute the net proceeds thereof or they may distribute any of the assets in kind, except that any net funds generated pursuant to the CPA which shall be returned to the CPC. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

ARTICLE XI – CONSTRUCTION OF TERMS

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies, trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. All the powers and provisions of the Trust herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

Reference to the Trustee shall mean the Trustee or Trustees for the time being hereunder.

ARTICLE XII – RECORDING

This Declaration of Trust shall be recorded with the Barnstable County Registry of Deeds and the Barnstable County Registry District of Land Court.

ARTICLE XIII – AMENDMENTS

The Declaration of Trust may be amended from time to time, except as to those provisions specifically required under the Act, by an instrument in writing signed by all of the Trustees and approved at a

meeting called for that purpose and approved in writing by the Board of Selectmen, provided that in each case, a certificate of amendment has been recorded with the Barnstable County Registry of Deeds and the Barnstable County Registry District of Land Court.

ARTICLE XIV – RECORD TO BE CONCLUSIVE, CERTIFICATE AS TO FACTS

Every contract, deed, mortgage, lease and other instrument executed by a majority of the Trustees as appears from instruments or certificates recorded with the Registry of Deeds and Registry District Land Registration Office to be Trustees hereunder shall be conclusive evidence in favor of any person relying thereon or claiming thereunder, that at the time of the delivery thereof this Trust was in full force and effect and that the execution and delivery of such instrument was duly authorized by the Trustees except that instruments of amendment pursuant to Article XIII and an instrument of termination pursuant to Article X hereof shall be conclusive only if it appears that the delegations, amendments or termination have been executed by all of the Trustees and the Board of Selectmen. Any person dealing with the Trust property or the Trustees may always rely on a certificate signed by any person appearing from instruments or certificates so recorded to be Trustee hereunder as to the identity of the then current Trustees or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Trustees or in any other manner germane to the affairs of the Trust.

ARTICLE XV – TITLES

The titles to the various Articles herein are for convenience only and are not to be considered part of said Articles nor shall they affect the meaning or the language of any such article.

638933/HARW/0001

[signature page follows]

Signed by the Town of Harwich Board of Selectmen under seal as of this _____ day of _____, 2018.

TOWN OF HARWICH,
By its Board of Selectmen

THE COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, member(s) of the Harwich Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Harwich.

Notary Public
My Commission Expires:

Sandy Robinson

From: Carol Coppola
Sent: Thursday, July 05, 2018 10:51 AM
To: Ann Steidel; Sandy Robinson; Christopher Clark
Subject: Year End Budget Transfers.xlsx
Attachments: Year End Budget Transfers.xlsx

Good morning,

Please find attached 9 pages of budget transfers for review and approval. I have also provided a signed hard copy for signature.

Carol

COPY

Town of Harwich

REQUEST FOR BUDGET FY 2018 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen
Finance Committee
Town of Harwich

Date 7/5/2018

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

Amount requested:

To be transferred to #	<u>015411-511900</u>	<u>COA S&W</u>	<u>\$ 4,400.00</u>
	Account Number	Name of Appropriation	
To be transferred from #	<u>011831-511900</u>	<u>Comm Dev S&W</u>	<u>\$ 4,400.00</u>
		Name of Appropriation	
To be transferred to #	<u>019452-574012</u>	<u>Work Comp - Town</u>	<u>\$ 20,720.00</u>
	Account Number	Name of Appropriation	
To be transferred to #	<u>019452-574017</u>	<u>Work Comp - Water</u>	<u>\$ 5,025.00</u>
	Account Number	Name of Appropriation	
To be transferred to #	<u>019452-574030</u>	<u>IOD - Police & Fire</u>	<u>\$ 14,000.00</u>
	Account Number	Name of Appropriation	
To be transferred to #	<u>019452-574010</u>	<u>Property Insurance Town</u>	<u>\$ 4,405.00</u>
	Account Number	Name of Appropriation	
To be transferred from #	<u>019142-575040</u>	<u>School Ret Health</u>	<u>\$ 44,150.00</u>
	Account Number	Name of Appropriation	

To fund COA Salaries for two unanticipated retirements and to fund Workers Comp, Injured on Duty and Property Ins. Premiums Net \$ -

Carl Capola
Finance Director/ Town Accountant

Town Administrator

Action of Finance Committee

Action of Board of Selectmen

Date of Meeting

Number of present & voting _____

Number of present & voting _____

Transfer approved

Transfer approved

Chairman, Finance Committee Date

Chairman, Board of Selectmen Date

Town of Harwich

REQUEST FOR BUDGET FY 2018 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen
Finance Committee
Town of Harwich

Date 7/5/2018

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

Amount requested:

To be transferred to #	<u>011942-534100</u>	<u>Advertising</u>	<u>\$ 20,000.00</u>
	Account Number	Name of Appropriation	

To be transferred from #	<u>019142-575010</u>	<u>Town Retirement</u>	<u>\$ 20,000.00</u>
		Name of Appropriation	

To be transferred to #	<u>015402-521100</u>	<u>Comm Ctr Electricity</u>	<u>\$ 16,000.00</u>
	Account Number	Name of Appropriation	

To be transferred from #	<u>019142-575000</u>	<u>Group Health Ins</u>	<u>\$ 16,000.00</u>
	Account Number	Name of Appropriation	

To fund increased advertising costs and budget error in community center utility budget.	Net	\$	-
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Finance Director/ Town Accountant

Town Administrator

Action of Finance Committee

Action of Board of Selectmen

Date of Meeting _____

Number of present & voting _____

Number of present & voting _____

Transfer approved _____

Transfer approved _____

Chairman, Finance Committee Date

Chairman, Board of Selectmen Date

Town of Harwich

REQUEST FOR BUDGET FY 2018 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen
Finance Committee
Town of Harwich

Date 6/27/2018

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

Amount requested:

To be transferred to #	<u>011612-530900</u>	<u>Town Clerk Prof Services</u>	<u>\$ 1,500.00</u>
	Account Number	Name of Appropriation	

To be transferred from #	<u>011831-511900</u>	<u>Comm Dev S&W</u>	<u>\$ 1,500.00</u>
		Name of Appropriation	

To be transferred to #	<u>011711-511900</u>	<u>Conservation S&W</u>	<u>\$ 5,900.00</u>
	Account Number	Name of Appropriation	

To be transferred from #	<u>011831-511900</u>	<u>Comm Dev S&W</u>	<u>\$ 5,900.00</u>
	Account Number	Name of Appropriation	

To fund additional election and personnel changes in Community Development & Conservation	Net	\$ -
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Finance Director/ Town Accountant

Town Administrator

Action of Finance Committee

Action of Board of Selectmen

Date of Meeting _____

Number of present & voting _____

Number of present & voting _____

Transfer approved _____

Transfer approved _____

Chairman, Finance Committee Date _____

Chairman, Board of Selectmen Date _____

Town of Harwich

REQUEST FOR BUDGET FY 2018 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen
Finance Committee
Town of Harwich

Date 6/27/2018

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

Amount requested:

To be transferred to #	011491-511900	Union Contracts S&W	\$ 5,000.00
	Account Number	Name of Appropriation	

To be transferred from #	011491-511900	Admin S&W	\$ 5,000.00
	Account Number	Name of Appropriation	

To be transferred to #	011451-511900	Treas/Coll S&W	\$ 6,372.00
	Account Number	Name of Appropriation	

To be transferred from #	011491-511900	Admin S&W	\$ 6,372.00
	Account Number	Name of Appropriation	

To fund reclassification wages originally budgeted in Admin budg Net \$ -

To fund error in Treas/Coll budget for staff



Finance Director/Town Accountant

Town Administrator

Action of Finance Committee

Action of Board of Selectmen

Date of Meeting

Number of present & voting _____

Number of present & voting _____

Transfer approved

Transfer approved

Chairman, Finance Committee Date

Chairman, Board of Selectmen Date

Town of Harwich

REQUEST FOR BUDGET FY 2018 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen
Finance Committee
Town of Harwich

Date 7/5/2018

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

Amount requested:

To be transferred to #	011312-573000	Fin Comm - Dues & Travel	\$ 360.00
	Account Number	Name of Appropriation	

To be transferred from #	019142-575010	Town Retirement	\$ 360.00
	Account Number	Name of Appropriation	

To be transferred to #	011482-517500	Medicare	\$ 16,600.00
	Account Number	Name of Appropriation	

To be transferred from #	019142-575010	Town Retirement	\$ 16,600.00
	Account Number	Name of Appropriation	

To fund Fin Committee attendance at conference and over expen. Net in medicare (.0145 per each \$1 paid in wages)	\$	-
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Carl Caputo
Finance Director / Town Accountant

Town Administrator

Action of Finance Committee

Action of Board of Selectmen

Date of Meeting _____

Number of present & voting _____

Number of present & voting _____

Transfer approved _____

Transfer approved _____

Chairman, Finance Committee Date

Chairman, Board of Selectmen Date

Town of Harwich

REQUEST FOR BUDGET FY 2018 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen
Finance Committee
Town of Harwich

Date 7/5/2018

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

Amount requested:

To be transferred to #	<u>01-596000</u>	<u>Transfer Out</u>	<u>\$ 30,150.00</u>
	Account Number	Name of Appropriation	

To be transferred from #	<u>019142-575000</u>	<u>Group Health Ins</u>	<u>\$ 30,150.00</u>
	Account Number	Name of Appropriation	

To be transferred to #	<u>014912-578000</u>	<u>Cemetery - Unclassified</u>	<u>\$ 40,130.00</u>
	Account Number	Name of Appropriation	

To be transferred from #	<u>019142-575000</u>	<u>Group Health Ins</u>	<u>\$ 40,130.00</u>
	Account Number	Name of Appropriation	

To fund pet burial expenses originally recorded to cemetery lot sales revolving fund.	Net	\$	-
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 Finance Director/ Town Accountant

 Town Administrator

<u>Action of Finance Committee</u>		<u>Action of Board of Selectmen</u>	
Date of Meeting			
Number of present & voting	_____	Number of present & voting	_____
Transfer approved		Transfer approved	
Chairman, Finance Committee	Date	Chairman, Board of Selectmen	Date

Town of Harwich

REQUEST FOR BUDGET FY 2018 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen
Finance Committee
Town of Harwich

Date 7/5/2018

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

Amount requested:


To be transferred to #	<u>018312-562100</u>	<u>Barns Cty Assessment</u>	<u>\$ 5,912.00</u>
	Account Number	Name of Appropriation	

To be transferred from #	<u>019132-517200</u>	<u>Unemployment Comp</u>	<u>\$ 5,912.00</u>
		Name of Appropriation	

To be transferred to #	<u>018352-562600</u>	<u>Cape Cod Comm Assess</u>	<u>\$ 6,340.00</u>
	Account Number	Name of Appropriation	

To be transferred from #	<u>019132-517200</u>	<u>Unemployment Comp</u>	<u>\$ 6,340.00</u>
	Account Number	Name of Appropriation	

To fund budget overages in county assessments	Net	\$	-
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Finance Director/ Town Accountant

Town Administrator

Action of Finance Committee

Action of Board of Selectmen

Date of Meeting

Number of present & voting _____

Number of present & voting _____

Transfer approved

Transfer approved

Chairman, Finance Committee Date

Chairman, Board of Selectmen Date

Town of Harwich

REQUEST FOR BUDGET FY 2018 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen
Finance Committee
Town of Harwich

Date 7/5/2018

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

Amount requested:

To be transferred to # 011362-530900 Audit Exp \$ 1,900.00
Account Number Name of Appropriation

To be transferred from # 019142-575040 School Ret Health \$ 1,900.00
Name of Appropriation

To be transferred to # 011611-511800 Town Clerk S&W \$ 672.00
Account Number Name of Appropriation

To be transferred from # 011831-511900 Comm Dev S&W \$ 672.00
Account Number Name of Appropriation

To be transferred to # 015102-538000 Health Purch Svc \$ 572.00
Account Number Name of Appropriation

To be transferred from # 019142-575040 School Ret Health \$ 572.00
Account Number Name of Appropriation

To fund additional audit fees, Town Clerk salaries and perc testing for health dept. Net \$ -

Signature of Finance Director/Town Accountant

Signature of Town Administrator

Action of Finance Committee

Action of Board of Selectmen

Date of Meeting
Number of present & voting

Number of present & voting

Transfer approved

Transfer approved

Chairman, Finance Committee Date

Chairman, Board of Selectmen Date

Town of Harwich

REQUEST FOR BUDGET FY 2018 TRANSFER

MGL CH. 449/s 33B

Board of Selectmen
Finance Committee
Town of Harwich

Date 7/5/2018

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

Amount requested:

To be transferred to #	<u>016301-514000</u>	<u>Rec & Youth S&W - Longevity</u>	<u>\$ 2,163.00</u>
	Account Number	Name of Appropriation	

To be transferred from #	<u>016302-521100</u>	<u>Rec & Youth Electric</u>	<u>\$ 2,163.00</u>
		Name of Appropriation	

To be transferred to #	<u>015401-511900</u>	<u>Community Ctr S&W</u>	<u>\$ 680.00</u>
	Account Number	Name of Appropriation	

To be transferred from #	<u>011831-511900</u>	<u>Comm Dev S&W</u>	<u>\$ 680.00</u>
	Account Number	Name of Appropriation	

To be transferred to #	<u>011992-521100</u>	<u>CVEC Electric</u>	<u>\$ 1,255.00</u>
	Account Number	Name of Appropriation	

To be transferred from #	<u>019142-575040</u>	<u>School Ret Health</u>	<u>\$ 1,255.00</u>
	Account Number	Name of Appropriation	

To fund longevity for Rec employees, Salaries for Community Center employees and increase for CVEC expenses	Net	\$ -
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Finance Director/ Town Accountant

Town Administrator

Action of Finance Committee

Action of Board of Selectmen

Date of Meeting _____

Number of present & voting _____

Number of present & voting _____

Transfer approved _____

Transfer approved _____

Chairman, Finance Committee Date

Chairman, Board of Selectmen Date

Ann Steidel

From: Julie Kavanagh
Sent: Tuesday, June 26, 2018 4:51 PM
To: Ann Steidel; Christopher Clark
Subject: Fwd: Permanent Protection for Nantucket Sound
Attachments: image001.png; ATT00001.htm; image002.png; ATT00002.htm; image003.png; ATT00003.htm; image004.png; ATT00004.htm; image005.png; ATT00005.htm; image006.png; ATT00006.htm; Group support letter June 26 2018.docx; ATT00007.htm

Hi Ann & Chris,

Please add to our agenda meeting for the 7/9 BOS meeting.

Thanks,

Julie

Sent from my iPhone

Begin forwarded message:

From: Sandy Taylor <sandyt@saveoursound.org>
Date: June 26, 2018 at 3:10:26 PM EDT
To: "'Michael D. MacAskill'" <mmacaskill@townofharwich.us>, 'Julie Kavanagh' <jkavanagh@townofharwich.us>
Subject: RE: Permanent Protection for Nantucket Sound

Here is the updated letter.
Hope to hear from you soon.
Sandy

From: Sandy Taylor <sandyt@saveoursound.org>
Sent: Tuesday, June 26, 2018 3:10 PM
To: 'Michael D. MacAskill' <mmacaskill@townofharwich.us>; 'Julie Kavanagh' <jkavanagh@townofharwich.us>
Subject: RE: Permanent Protection for Nantucket Sound

Michael and Julie,
Can you give me an update on Harwich signing onto the group letter?

I have attached the most recent version. We have now have 27 groups onboard and still working on many others.

Thank you very much for the update.
Sandy

From: Michael D. MacAskill <mmacaskill@townofharwich.us>
Sent: Thursday, June 14, 2018 7:49 AM
To: Julie Kavanagh <jkavanagh@townofharwich.us>; sandyt@saveoursound.org
Subject: Fw: Permanent Protection for Nantucket Sound

Agenda item? Please let me know if this is something you think the board should discuss. I have Copied Sandy Taylor in this email and I'm sending to you as the new Chair.

Michael

From: Sandy Taylor <sandyt@saveoursound.org>
Sent: Monday, June 11, 2018 3:12 PM
To: Michael D. MacAskill
Subject: Permanent Protection for Nantucket Sound

Selectman Macaskill,

With Cape Wind over, the Alliance is now focusing on the final phase of our mission – to secure permanent protection for Nantucket Sound. We are trying to accomplish this goal through federal legislation. To that end, I have attached a group letter addressed to the Massachusetts delegation supporting permanent protection through designation of Nantucket Sound as a National Historic Landmark as well as prohibition of federal authority to issue another lease for an energy project in the Sound. I am trying to get as many stakeholder groups on board as possible by the end of month.

Please share with your fellow selectmen and advise me if and when you have discussed and made a decision to join the group letter.

If you have any questions, please give me a call or email me.

Thank you very much for considering this request.

Sandy

Sandy Taylor

Executive Assistant

Alliance to Protect Nantucket Sound

4 Barnstable Road

Hyannis, MA 02601

508-775-9767

508-775-9725 (f)

sandyt@saveoursound.org

www.saveoursound.org

Alliance to Protect Nantucket Sound
American Bird Conservancy
Barnstable Clean Water Coalition
Barnstable Municipal Airport Commission
Cape Cod Chamber of Commerce
Cape Cod Marine Trades Association
Cape Wildlife Center
Cetacean Society International
Crosby Yacht Yard
Earth Island Institute/ International Marine Mammal Project
Gloucester Fishermen's Wives Association
Greater Hyannis Chamber of Commerce
Hy-Line Cruises
Hyannis Marina
Mashpee Wampanoag Tribe
Massachusetts Commercial Fishermen
Massachusetts Competitive Partnership
Massachusetts Fishermen's Partnership
Martha's Vineyard Chamber of Commerce
Nantucket Chamber of Commerce
Orenda Wildlife Land Trust
Pegasus Foundation
Save Popponesset Bay
South Shore Lobster Fishermen's Association
Town of Barnstable
Town of Tisbury
Wampanoag Tribe of Gay Head (Aquinnah)

June 22, 2018

Dear Senator Markey, Senator Warren and Congressman Keating:

We the undersigned write to you to urge you to introduce and support federal legislation to secure permanent protection for Nantucket Sound. Nantucket Sound and its historic, environmental, wildlife and cultural resources are of great importance to the regional economy - supporting commercial fishing, tourism, recreation, marine transportation, aviation, marine trades, and other businesses and industries that are vital to the Cape and Islands.

Permanent protection would preserve Nantucket Sound's rich cultural and tribal heritage and the historic features of its maritime history, including the role of our fishing industry. It would maintain the Sound's unique environment with respect to fish, marine mammals and birds. The area is a recognized habitat for many state and federally protected species, including roseate terns, piping plovers, sea turtles, right whales and grey seals. Protection would also promote tourism and benefit the regional economy of the Cape and Islands. As historic preservation advocates, environmentalists, commercial fishermen, tribes, businesses, chambers of commerce, municipalities, environmentalists, elected officials and others, we fully embrace this important preservation goal.

Nantucket Sound, Cape Cod and the Islands of Martha's Vineyard and Nantucket form an integral part of the maritime history of this country. The adjacent land areas are home to numerous historic properties, including the National Historic Landmarks of Nantucket Island and the Kennedy Compound in Hyannis Port. This unique ecosystem is home to many different species of wildlife including federally protected birds, and several types of seals, porpoises, turtles and whales. The Sound supports a fishing industry that is of historic significance and continuing economic importance, and it attracts millions of visitors each year to drive our local tourist economy. Nantucket Sound also has sacred value to the Native American people of the region and, as such, has been designated a traditional cultural property eligible for listing on the National Register of Historic Places.

We fully support protection for the historic, environmental, cultural and tribal resources of Nantucket Sound while allowing for continued fishing activities and other ecologically and economically sustainable uses of the marine environment, including the siting of electrical transmission infrastructure from responsibly-sited clean energy projects. We urge you to designate the Sound as a National Historic Landmark to recognize this unique cultural, tribal, environmental and maritime history. We also urge you to prohibit the issuance of any leases or permits authorizing energy generation projects in the Sound while ensuring that no regulatory or management authority of fishing activities is added through this legislation. Furthermore, we urge that this legislation not in any way prohibit or otherwise impact the installation of transmission infrastructure that is used exclusively to connect to the mainland grid offshore wind generation facilities whose turbine arrays are located more than 10 miles from an inhabited area or that are located in upland locations.

Such a bill would be precedent-setting legislation that achieves protection of the many public interest values of an entire marine ecosystem and does so without imposing additional cost or management responsibilities on government or new regulatory requirements on businesses or the public. We appreciate your prompt attention to enactment of federal legislation to preserve this national treasure in perpetuity. Thank you.

Audra Parker
President and Chief Executive Officer
Alliance to Protect Nantucket Sound

Steve Holmer
Vice President of Policy
American Bird Conservancy

Zenas Crocker
Executive Director
Barnstable Clean Water Coalition

John T. Griffin, Jr.
Chairman
Barnstable Municipal Airport Commission

Wendy Northcross
Executive Director
Cape Cod Chamber of Commerce

Scott Zeien
President
Cape Cod Marine Trades Association

Zak Mertz
Executive Director
Cape Wildlife Center

David Kaplan
President
Cetacean Society International

Gregory R. Egan
Vice President
Crosby Yacht Yard

Dave Phillips
Executive Director
Earth Island Institute/ International Marine Mammal Project

Angela SanFilippo
Executive Director
Gloucester Fishermen's Wives Association

Todd Deluca
Executive Director
Greater Hyannis Chamber of Commerce

R. Murray Scudder, Jr.
Vice President/Operation
Hy-Line Cruises
Wayne Kurker
President
Hyannis Marina

Nancy Gardella
Executive Director
Martha's Vineyard Chamber of Commerce

Chuckie Greene
Director Natural Resources
Mashpee Wampanoag Tribe

Ron Borjeson
Vice President
Massachusetts Commercial Fishermen

Dan O'Connell
President and Chief Executive Officer
Massachusetts Competitive Partnership

Angela SanFilippo
Executive Director
Massachusetts Fishermen's Partnership

David W. Martin
President/CEO
Nantucket Island Chamber of Commerce

Theresa M. Barbo
Executive Director
Orenda Wildlife Land Trust

Barbara Birdsey
Founder
Pegasus Foundation

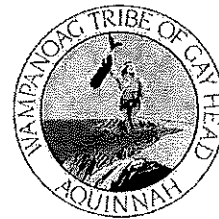
Mike Oleksak
President
Save Popponesset Bay

John Haviland
President
South Shore Lobster Fishermen's Association

Mark Ells
Town Manager
Town of Barnstable

Board of Selectmen
Town of Tisbury

Cheryl Andrews-Maltais
Chairwoman
Wampanoag Tribe of Gay Head (Aquinnah)



Ann Steidel

From: Julie Kavanagh
Sent: Wednesday, June 27, 2018 12:32 PM
To: Christopher Clark
Cc: Ann Steidel
Subject: Shuttles - Harwichport

Chris,

Based on last night's planning board meeting I would like to add summer shuttle bus service for Harwichport to the 7/9 agenda. We should be able to figure something out that would allow a shuttle from town hall parking lot (evenings & weekends) & bank street (former fire/harbormaster lot) to Harwichport - we may also be able to include Saquatucket & use monies earmarked for parking lot improvement for shuttles.

Thanks,

Julie

Sent from my iPhone



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 5 day of July in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Town of Harwich
732 Main Street
Harwich, MA 02645

and the Contractor:

(Name, legal status, address and other information)

Mill City Construction
7 Old Great Road
Lincoln, RI 02865

for the following Project:

(Name, location and detailed description)

Harwich Fire Station 2
149 Route 137
Harwich, MA 02645

The Architect:

(Name, legal status, address and other information)

Kaestle Boos Associates, Inc.
325 Foxborough Blvd, Suite 100
Foxborough, MA 02035

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1782929514)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in and reasonably inferable from the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~(—) days from the date of commencement, or as follows:~~ 12 Months

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

365 days

Init.

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User Notes:

(1782929514)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be (~~(\$—)~~, Five Million Six Hundred Forty Thousand Eight Hundred Twelve Dollars (\$5,640,812.00)), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

xxx

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
<u>Incorporated by Ref</u>		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
<u>Incorporated by Ref</u>	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS This Article 5 is subject to the provisions of G.L. c. 30 s. 39K

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the ~~Architect~~, Architect and approved by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25 day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25 day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the approved Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Owner may require. This schedule, unless objected to by the ~~Architect~~, Architect or Owner, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document ~~A201–2007~~A201–2007 and the value of all Owner's claims against Contractor.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect and Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and ~~(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)~~
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be ~~as follows:~~in accordance with the provisions of G.L. c. 30.s.39K :

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30–60~~ days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~Payment and after completion of all Work by Contractor, subject to a withholding of the value of all Owner's claims.

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Kaestle Boos Associates, Inc.
325 Foxborough Blvd, Suite 100
Foxborough, MA 02035
P:508-549-9906 F:508-594-9907
Mr. Todd Costa

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 ~~The Subject to the provisions of G.L. c. 30, § 39O the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.~~ A201–2007 and/or as permitted by the provisions of G.L. c. 30.s 39O.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner’s representative:
(Name, address and other information)

Town of Harwich
175 Sission Road
Harwich, MA 02645
Norman Clark – Fire Chief

§ 8.4 The Contractor’s representative:
(Name, address and other information)

Mill City Construction, Inc.
7 Old Great Road
Lincoln, MA 02865
Stephen Traghella, Project Manager

§ 8.5 ~~Neither the Owner's nor the~~ The Contractor's representative shall not be changed without ten days written notice to the ~~other party-owner.~~

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>Incorporated into General Condition</u>			

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Harwich Fire Station 2, Volume 1 Dated March 12, 2018

Harwich Fire Station 2, Volume 2 Dated March 12, 2018

Incorporated by reference

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Harwich Fire Station 2 Dated March 12, 2018

Incorporated by reference, List of Drawings Attached.

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
<u>Addendum 1</u>	<u>April 2, 2018</u>	<u>16</u>
<u>Addendum 2</u>	<u>April 6, 2018</u>	<u>87</u>
<u>Addendum 3</u>	<u>April 10, 2018</u>	<u>6</u>
<u>Addendum 4</u>	<u>April 16, 2018</u>	<u>16</u>
<u>Addendum 5</u>	<u>April 20, 2018</u>	<u>20</u>
<u>Addendum 6</u>	<u>April 24, 2018</u>	<u>6</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9 requirements, and all bidding requirements, are part of the Contract Documents.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
---------------------------	--

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*
Julie Kavanagh Chariman of the Board of Selectmen
(Printed name and title)

CONTRACTOR *(Signature)*
Stephen Traghella Project Manager
(Printed name and title)

TOWN ACCOUNTANT CERTIFICATION

In accordance with G.L. c. 44, §31C, the undersigned, Town Accountant for the Town of Carver, hereby certify that an appropriation in the amount of this Contract is available therefore, and that the Board of Selectmen has been authorized to execute the Contract and approve all requisitions and change orders.

Town Accountant

Approved as to form:

Kopelman and Paige, P.C.

Init.

LIST OF DRAWINGS

.	PROJECT COVER
R0.01	GENERAL INFORMATION I
R1.01	CODE REFERENCE/ CODE PLANS
SS1.00	SITE SURVEY
C0.01	SITE LEGEND, NOTES & DETAILS
C0.02	SITE DETAILS
C0.03	SITE DETAILS, NOTES & SEPTIC PROFILE
C1.00	SITE DEMOLITION & PREPARATION PLAN - PHASE 1
C1.01	SITE DEMOLITION & PREPARATION PLAN - PHASE 2
C2.01	SITE UTILITY PLAN
L1.01	SITE DEMOLITION PLAN
L2.01	SITE LAYOUT PLAN
L3.01	SITE MATERIALS PLAN
L4.01	SITE GRADING PLAN
L5.01	SITE PLANTING PLAN
L6.01	SITE DETAILS
L6.02	SITE DETAILS
L6.03	SITE DETAILS
S1.01	FOUNDATION PLAN
S1.02	ROOF FRAMING PLAN
S1.03	UPPER LEVEL
S2.01	BUILDING SECTIONS - I
S2.02	BUILDING SECTIONS - II
S2.03	BUILDING SECTIONS - III
S2.04	BUILDING SECTIONS - IV
S3.01	GENERAL NOTES
S3.02	TYPICAL DETAILS - I
S3.03	TYPICAL DETAILS - II
S3.04	COLUMN SCHEDULE AND DETAILS
S4.01	SECTIONS - I
S4.02	SECTIONS - II
S4.03	SECTIONS - III
A1.01	MAIN LEVEL & LARGE SCALE FLOOR PLANS
A2.01	MAIN LEVEL REFLECTED CEILING PLAN
A3.01	ROOF PLAN
A3.02	ROOF DETAILS I
A3.03	ROOF DETAILS II
A5.01	EXTERIOR ELEVATIONS
A6.01	WALL SECTIONS I
A6.02	WALL SECTIONS II
A7.01	COLUMN DETAILS I
A8.01	DOOR, FRAME, AND OPENING ELEVATIONS
A8.02	STOREFRONT / WINDOW DETAILS
A8.03	LOUVER & OVERHEAD DOOR DETAILS
A9.01	MISCELLANEOUS DETAILS I
A9.02	MISCELLANEOUS DETAILS II
A9.03	MISCELLANEOUS DETAILS III
A9.04	MISCELLANEOUS DETAILS IV

A10.01	INTERIOR ELEVATIONS I
A10.02	INTERIOR ELEVATIONS II
A11.01	CASEWORK ELEVATIONS & SECTIONS
A13.01	FURNITURE PLAN
P0.01	DETAILS, LEGENDS, AND SCHEDULES
P0.02	DETAILS
P1.00	MAIN LEVEL BELOW SLAB
P1.01	MAIN LEVEL
P1.02	MEZZANINE LEVEL
P1.03	ROOF PLAN
FP0.01	DETAILS, LEGENDS, AND NOTES
FP1.01	MAIN LEVEL
FP1.02	MEZZANINE LEVEL
M1.01	MAIN LEVEL DUCTWORK PLAN - HVAC
M1.02	MEZZANINE DUCTWORK PLAN - HVAC
M2.01	MAIN LEVEL PIPING PLAN - HVAC
M2.02	MEZZANINE PIPING PLAN - HVAC
M2.11	RADIANT SLAB FLOOR PLAN - HVAC
M2.12	RADIANT SLAB FLOOR DETAILS
M3.01	HVAC - SCHEDULES
M3.02	HVAC - DETAILS I
M3.03	HVAC - DETAILS II
M3.04	FLOW DIAGRAMS - HVAC
M3.05	VRF FLOW DIAGRAMS - HVAC
M4.01	HVAC - CONTROLS I
M4.02	HVAC - CONTROLS II
M4.03	HVAC - CONTROLS III
VS.1	HVAC - VIBRATION & SEISMIC
E0.01	ELECTRICAL SYMBOL LIST
E0.02	LIGHTING FIXTURE SCHEDULE & NOTES
E0.03	ELECTRICAL SITE PLAN
E0.04	ELECTRICAL SITE PLAN DETAILS
E0.05	ELECTRICAL SITE PLAN DETAILS
E1.01	MAIN LEVEL & MEZZANINE FLOOR PLANS - LIGHTING
E2.01	MAIN LEVEL & MEZZANINE FLOOR PLANS - POWER
E3.01	ONE-LINE POWER RISER & SCHEDULES
E3.02	ELECTRICAL DETAILS
E3.03	MECHANICAL & PLUMBING CONNECTIONS SCHEDULES
E3.04	GROUNDING RISER DIAGRAM AND DETAILS
E4.00	FIRE ALARM RISER AND DETAILS
E4.01	MAIN LEVEL & MEZZANINE FLOOR PLANS - FIRE ALARM
E5.00	SECURITY RISER & DETAILS
E5.01	MAIN LEVEL & MEZZANINE FLOOR PLANS - SECURITY
T0.01	TECHNOLOGY SYMBOL LIST & DETAILS
T1.01	MAIN LEVEL & MEZZANINE FLOOR PLANS - TECHNOLOGY
T2.00	TECHNOLOGY RISER & DETAILS

General Info

Alt Total: -\$43,349.00

Total:

\$5,645,432.00

Number

KBA #17032.00 - Harwich Fire Station 2 - GENERAL BID

Deadline

04/26/2018 02:00 PM EDT

Vendor

Mill City Construction

Submitted

04/26/2018 01:55 PM EDT

Signed by

Stephen Traghella

Opened

04/26/2018 02:03 PM EDT **By** bobleslie@andrewtjohnson.com

Description

Harwich Fire Station 2 - General Bids

Allows zero unit prices and labor

No

Allows negative unit prices and labor

Yes

Attachment List

Bid Express Quick Start Guide.pdf
Bid Express Quick Start Guide

Andrew T. Johnson Plan Room
[Link to Andrew T. Johnson Plan Room](#)

00 41 14 Statement of Non Collusion-General Bidder.pdf
00 41 14 Statement of Non Collusion-General Bidder

00 45 44 Certificate by Corporation to Sign Contract.pdf
00 45 44 Certificate by Corporation to Sign Contract

00 45 48 Tax Compliance Certification.pdf
00 45 48 Tax Compliance Certification

00 45 50 Foreign Corporation Certification.pdf
00 45 50 Foreign Corporation Certification

00 21 13 Instructions to Bidders.pdf
00 21 13 Instructions to Bidders

00 21 13.01 Electronic Bidding Instruction to Bidders.pdf
00 21 13.01 Electronic Bidding Instruction to Bidders

Document 00 41 13 FORM FOR GENERAL BID

\$5,640,812.00

NAME OF BIDDER *

Mill City Construction, Inc.

To the Awarding Authority:

A. The undersigned proposes to furnish all labor and materials required for construction of the Project entitled "Harwich Fire Station 2, 149 Route 137, Harwich, MA 02645," in accordance with the plans and specifications prepared by Kaestle Boos Associates, Inc., 325 Foxborough Boulevard, Suite 100, Foxborough, MA 02035, for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This General Bid Includes Addenda Numbered (Type "N/A" If No Addenda has been issued): *

1, 2, 3, 4, 5, 6

C. The proposed contract price is dollars (In Words): *

Five Million Six Hundred Forty Thousand Eight Hundred Twelve Dollars and Zero Cents

\$(In Currency): *

\$5,640,812.00

D. The subdivision of the proposed contract price is as follows:

ITEM 1: The work of the general contractor, being all work other than that covered by ITEM 2: Dollars (In Words): *

Three Million Four Hundred Thirty-four Thousand One Hundred Sixty Dollars and Zero Cents

\$ (In Currency): *

\$3,434,160.00

Alternates

Description	Unit Price	Extension
For Alternate No. 1	-\$16,950.00	-\$16,950.00
For Alternate No. 2	-\$4,999.00	-\$4,999.00
For Alternate No. 3	-\$21,400.00	-\$21,400.00
		Alternate Total: -\$43,349.00
		Total:

ITEM 2: Sub-Bids as follows:

\$2,206,652.00

SUBTRADE	NAME OF SUB-BIDDER	AMOUNT	BOND REQUIRED (YES/NO)	Extension
Masonry	Commercial Masonry Co.	\$244,000.00	No	\$244,000.00
Miscellaneous and Ornamental Iron	Heritage Ironworks, Inc.	\$98,000.00	No	\$98,000.00
Waterproofing, Damproofing and Caulking	Folan Waterproofing & Construction Co., Inc.	\$71,000.00	No	\$71,000.00
Roofing and Flashing	Silktown Roofing, Inc.	\$167,000.00	No	\$167,000.00
Glass & Glazing	Aluminum & Glass Concepts, Inc.	\$12,262.00	No	\$12,262.00
Tiling	Capital Carpet & Flooring	\$39,989.00	No	\$39,989.00
Acoustical Ceilings	K&K Acoustical Ceilings	\$21,000.00	No	\$21,000.00
Resilient Floors	Capital Carpet & Flooring	\$20,858.00	No	\$20,858.00
Painting	Dandis Contracting	\$78,900.00	No	\$78,900.00
Fire Protection	Yankee Sprinkler Co.	\$87,000.00	No	\$87,000.00
Plumbing	Araujo Bros.	\$334,800.00	No	\$334,800.00
HVAC	Seekonk Heat Services, Inc.	\$577,843.00	No	\$577,843.00
Electrical	American Elect Const, Inc.	\$454,000.00	No	\$454,000.00
				Total: \$2,206,652.00

E.

The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned agrees that if he is selected as General Contractor, he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

The undersigned agrees that, if he is selected as General Contractor, he will within five days, Saturdays Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority and each in the sum of the contract price, the premiums for which are to be paid by the General Contract and are included in the Contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection, the work "person" shall mean any natural person joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

F. Unit Prices

\$4,620.00

Description	Specification Ref.	Units	Unit Price	Extension
Mass Earth Excavation	31 20 00	/CY	\$6.00	\$6.00
Trench Earth Excavation	31 20 00	/CY	\$14.00	\$14.00
Mass Rock Excavation	31 20 00	/CY	\$2.00	\$2.00
Trench Rock Excavation	31 20 00	/CY	\$250.00	\$250.00
Lightly Contaminated Soil Removal	31 20 00	/CY	\$118.00	\$118.00
Bituminous Concrete Pavement	32 12 16	/SY	\$32.00	\$32.00
Concrete Walk Pavement	32 13 13	/SY	\$60.00	\$60.00
Precast Concrete Curbs	32 16 13.26	/LF	\$32.00	\$32.00
Granite Curbs	32 16 40	/LF	\$43.00	\$43.00
Bituminous Concrete Pavement for Patching	32 12 16	/SY	\$282.00	\$282.00
Structural Fill	31 20 00	/CY	\$40.00	\$40.00
General Fill	31 20 00	/CY	\$23.00	\$23.00
Granular Base Fill	31 20 00	/CY	\$40.00	\$40.00
Fine Grading and Seeding	32 92 00	/SF	\$3.00	\$3.00
Duplex Receptacle	26 00 01	/EA	\$450.00	\$450.00
Quad Receptacle	26 00 01	/EA	\$470.00	\$470.00
Empty Outlet	26 00 01	/EA	\$280.00	\$280.00
Exit Light	26 00 01	/EA	\$1,375.00	\$1,375.00
Fire Alarm Horn/Strobe	26 00 01	/EA	\$550.00	\$550.00
Pipe Penetration Flashing on Slope Roof	07 62 00	/EA	\$550.00	\$550.00
				Total: \$4,620.00

BY:

Date: *

April 26, 2018

(Name of General Bidder) *

Mill City Construction, Inc.

(Signature and Title of Person Signing Bid) *

Stephen Traghella, Project Manager

(Business Address) *

7 Old Great Road

(City, State and Zip) *

Lincoln, RI 02865

(Telephone No.) *

(401) 766-3100

Required Document List

Name	Omission Terms	Submitted File
DCAMM Certificate of Eligibility Upload a valid DCAMM Certificate of Eligibility		dcamm certificate of eligibility.pdf
DCAMM Update Statement Upload completed DCAMM Update Statement		dcamm update statement.pdf
Copy of Bid Bond or Cashier's Check Upload copy of Bid Bond or Cashier's Check. If selected original must be received within 48 hours of bid opening. Failure to do so will make this bid invalid and may affect your ability to bid on future projects		bid bond.pdf
00 41 14 Statement of Non-Collusion-General Bidder Upload copy of Statement of Non-Collusion-General Bidder		statement of non-collusion-general bidder.pdf
00 45 48 Tax Compliance Certification Upload copy of Tax Compliance Certification		tax compliance certification.pdf
00 45 44 Certificate by Corporation Vote Upload copy of Certificate by Corporate Vote		certificate by corporation vote.pdf
00 45 50 Foreign Corporation Certification (If Applicable) Upload copy of Foreign Corporation Certification (If Applicable)		foreign corporation certification.pdf
7 Required Documents		

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **MILL CITY CONSTRUCTION, INC., of Seven Old Great Road, Lincoln, Rhode Island**

as Principal, hereinafter called the Principal, and **HARTFORD CASUALTY INSURANCE COMPANY**
a corporation duly organized under the laws of the State of **Indiana**

as Surety, hereinafter called the Surety, are held and firmly bound unto **TOWN OF HARWICH**

as Obligee, hereinafter called the Obligee, in the sum of **Five of the Amount of the Attached Bid**
Dollars (**\$5% of bid**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Harwich Fire Station 2 – Harwich, MA**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **26th of April, 2018.**

Holly A. Yezzusaki
(Witness)

Jessica M. Rosa
(Witness)

MILL CITY CONSTRUCTION, INC.
(Principal) (Seal)

By: *Stephen P. Caron*
Stephen P. Caron (Title) Vice President
HARTFORD CASUALTY INSURANCE COMPANY
(Surety) (Seal)

By: *Denise A. Chianese*
Denise A. Chianese (Title) Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 866-266-3488 or fax: 860-757-5835

Agency Name: STARKWEATHER & SHEPLEY INS BRK INC
 Agency Code: 08-089016

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

David J. Byrne, III, Charles A. Byrne, Denise A. Chianese, Andrew Folopulos of EAST PROVIDENCE, Rhode Island

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Suranko
 Nora M. Suranko
 Notary Public
 My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 26, 2018.
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President


STATEMENT OF NON-COLLUSION – GENERAL BIDDER

I, Stephen Traghella, Project Manager, of Mill City Construction, Inc.
(Name) (Title) (General Bidder)
whose principal place of business is located at 7 Old Great Road
(Address)
Lincoln, RI 02865

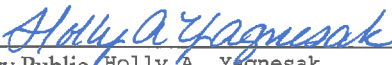
do hereby certify that:

1. The proposed bid price has been arrived at independently, without collusion, consultation communication as to any other contractor or with any competitor.
2. The said bid price was not disclosed by the Contractor and was not knowingly discussed prior to the submission, directly or indirectly, to any other contractor or to any competitor.
3. No attempt was made by the Contractor to induce any other person, partnership or corporation to submit or note to submit a proposal for the purpose of restricting competition.
4. This bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Signed under the pains of perjury this April 26 day of April, 20 18.

Mill City Construction, Inc.
Name of General Bidder
By: 
Stephen Traghella
Title: Project Manager

Personally appeared the above named Stephen Traghella, and being duly sworn, deposed and says that he/she is the person named therein, and who signed the foregoing, and that the statements therein are true.


Notary Public Holly A. Yagnesak
My commission expires: July 2, 2021

HOLLY A. YAGNESAK
Notary Public, State of Rhode Island
My Commission Expires July 2, 2021

END STATEMENT OF NON-COLLUSION

CERTIFICATE BY CORPORATION TO SIGN CONTRACT

At a duly authorized meeting of the Board of Directors of the

Mill City Construction, Inc. held on February 26, 2018
(Name of Corporation) (Date)

at which all the Directors were present or waived notice, it was voted that,

Stephen Traghella Project Manager
(Name) (Officer)

of this Company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such

Project Manager under seal of the company, shall be
(Officer)

valid and binding upon this Company.

A TRUE COPY
ATTEST: Stephen P. Caron
Stephen P. Caron (Clerk)

PLACE OF BUSINESS 7 old Great Road
Lincoln, RI 02865

DATE OF THIS CONTRACT N/A

I hereby certify that I am the clerk of the Mill City Construction, Inc.

that Stephen Traghella

is the duly elected Project Manager of said

company, and the above vote has been amended or rescinded and remains in full force and effect as of the date of this Contract.

Stephen P. Caron
Stephen (Clerk) P. Caron (Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME : Mill City Construction, Inc.
CONTRACTOR VENDOR/CUSTOMER CODE: VC0000499213


INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Andre Girard	President
Stephen P. Caron	Vice President
Michael P. Montle	Project Manager
Stephen Traghella	Project Manager
Avanthi Kusumba	Project Manager
Holly A. Yagnesak	Controller

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: April 12, 2018

Title: President

Telephone: 401-766-3100

Fax: 401-769-8910

Email: hyagnesak@mill-city.com

TAX COMPLIANCE CERTIFICATION


Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have, to my best knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

05-0469049

Social Security Number or
Federal Identification Number

Mill City Construction, Inc.

Signature of Individual or
Corporate Name

By: 
Corporate Officer
(if applicable)

FOREIGN CORPORATION CERTIFICATION

AFFIDAVIT OF COMPLIANCE
Form AF-4A 1/78

EXECUTIVE OFFICE FOR
ADMINISTRATION AND FINANCE

The Commonwealth of Massachusetts

_____ MASSACHUSETTS BUSINESS CORPORATION
_____ NON PROFIT CORPORATION
 FOREIGN (non-Massachusetts) Corporation

1. Andre Girard, President _____ Clerk of

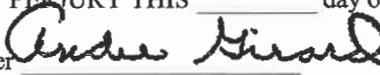
Mill City Construction, Inc. whose principal office is
(Name of Corporation)

located 7 Old Great Road, Lincoln, RI 02865

do hereby certify that the above named Corporation has filed with the State Secretary all certificates and annual reports required by Chapter 156B, Section 109 (Business Corporation), by Chapter 181, Section 4 (Foreign Corporation), or by Chapter 180, Section 26A (non-profit Corporation) of the Massachusetts General Laws.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 26th day of April, 2018.

Signature of responsible Corporate Officer



Andre Girard, President



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance

One Ashburton Place, 15th Floor
Boston, Massachusetts 02108
Tel: 857-204-1305
Fax: 617-727-8284
Email: Certification.DCAMM@state.ma.us

KRISTEN LEPORE
SECRETARY ADMINISTRATION &
FINANCE

CAROL W. GLADSTONE
COMMISSIONER

Prime/General
Certificate of Contractor Eligibility

CONTRACTOR IDENTIFICATION NUMBER: 2307

This Certificate Shall be Used for Submitting Prime/General Bids Only

- 1. CERTIFICATION PERIOD** This Certificate is valid from 07/31/2017 to 07/30/2018*
- 2. CONTRACTOR'S NAME:** Mill City Construction, Inc.
- 3. CONTRACTOR'S ADDRESS:** 7 Old Great Road, Lincoln, RI 02865
- 4. WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Alarm Systems | <input type="checkbox"/> Energy Management System | <input type="checkbox"/> Historical Painting | <input type="checkbox"/> Pumping Stations |
| <input type="checkbox"/> Asbestos Removal | <input type="checkbox"/> Exterior Siding | <input type="checkbox"/> Historical Roofing | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Deleading | <input type="checkbox"/> Fire Protection Sprinkler Systems | <input type="checkbox"/> Masonry | <input type="checkbox"/> Sewage and Water Treatment Plants |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Floor Covering | <input type="checkbox"/> Mechanical Systems | <input type="checkbox"/> Telecommunications Systems |
| <input type="checkbox"/> Doors and Windows | <input checked="" type="checkbox"/> General Building Construction | <input type="checkbox"/> Modular Construction/Prefab | <input type="checkbox"/> Waterproofing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> HVAC | <input type="checkbox"/> Painting | <input type="checkbox"/> Special (for DCAMM pre-approved projects only) |
| <input type="checkbox"/> Electronic Security Systems | <input type="checkbox"/> Historical Building Restoration | <input type="checkbox"/> Plumbing | |
| <input type="checkbox"/> Elevators | <input type="checkbox"/> Historical Masonry | | |

- 5. EVALUATIONS:** Number of Projects Evaluated: 28
Average Project Evaluation Rating: 95
Number of Projects Below Passing 0

- 6. PROJECT LIMITS:** Single Project Limit (SPL): \$5,996,000
Aggregate Work Limit (AWL): \$20,000,000
General Building Construction Limit: \$5,996,000

7. SUPPLIER DIVERSITY OFFICE CERTIFICATION: No

Taisha Crayton, Deputy Director, Contractor Certification,
for Carol W Gladstone, Commissioner

07/31/2017

Approval Date

*** NOTE TO CONTRACTORS:** Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Complete Application timely may result in a gap in Certification or a lapse in Certification altogether for your Company.

Reviewer's Initials: RB

MEMORANDUM

To: Christopher Clark, Town Administrator
From: Sean Libby, Facilities Maintenance Manager
Re: Bid review for the Brooks Free Library generator
Date: 28 June 2018

Article 10 from the May 2017 ATM approved funds to include \$110,000.00 earmarked for a new generator at Brooks Free Library. On Thursday May 10th 2018 sealed bids were opened for that project. There were four bidders with Eastward Companies coming in as low bidders at \$103,174.00. We have used this company in the past and I believe they are considered a qualified contractor. I am requesting that this contract be approved and signed so we can move forward with this project. Please let me know if you have any further questions.

CC: Lincoln Hooper, DPW Director

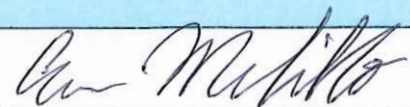
Procurement Checklist

Please provide contracts requiring Selectmen signature* with **all of the following material before Wednesday morning**** in order to get sign-off approval on the Procurement Checklist from the Town Administrator or the Assistant Town Administrator.

*Note: contracts (not grants) below \$50,000 can be signed by Town Administrator.

- 1. Please provide a **brief narrative\overview** of the project.
 - a. Include how many bidders there were, the range of bids, the winning bidder and identify the funding source.
 - b. Include what you feel is pertinent, but keep this section to 1 – 4 sentences.
- 2. Please provide a **single copy of the bid packet** along with all supporting documents.

Construction? Use this list.	Goods or Services? Use this list.
<input checked="" type="checkbox"/> C1. Please show Prevalling Wage was used.	<input type="checkbox"/> GS1. If procured using the State Bid List:
<input checked="" type="checkbox"/> C2. If construction is near \$10,000 you also need: <ul style="list-style-type: none"> a. Written spec sheet. b. Advertised for two weeks on Central Register, Town website, and COMMBUYS. 	<ul style="list-style-type: none"> a. Over \$25,000 please show project was on the Capital Plan. b. Step 1, 2, and GS1 is all you need to complete for State Bid list items.
<input checked="" type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <ul style="list-style-type: none"> a. Show project was in the Capital Plan. b. Show that 50% payment bond was in bids. 	<input type="checkbox"/> GS2. If project is over \$5,000: <ul style="list-style-type: none"> a. Please provide written spec sheet used and who it was sent to. b. Maximum contract length is three years.
<input checked="" type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as: <ul style="list-style-type: none"> a. Bid Bond of 5% of total value. b. Sealed Bids. c. End of non-building construction requirements. 	<input type="checkbox"/> GS3. If project is over \$50,000: <ul style="list-style-type: none"> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS. b. Show project utilized sealed bids.
<input type="checkbox"/> C5. If Building estimated construction costs are over \$100,000 and estimated design costs are over \$10,000 you'll need to follow Designer Selection RFQ process: <ul style="list-style-type: none"> a. Advertise in Central Register and local newspaper for two weeks. b. Set a designer fee or price ceiling. c. Use Standard Designer Application Form 	<input type="checkbox"/> GS4. If project is over \$100,000: <ul style="list-style-type: none"> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin. b. Show project utilized sealed bids.
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, as well as: <ul style="list-style-type: none"> a. 100% payment bond was in bids. b. 100% performance bond was in bids. c. DCAMM certified bidders. <ul style="list-style-type: none"> i. DCAMM certified sub-bids if over \$25,000 	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities may not provide a down payment, deposit, or provide funding before possession of purchased item.</p>
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> a. Solicit statements of qualifications prior to sealed bids. 	

Signature of Town Administrator or Assistant Town Administrator: 

Note: Failure to gain sign-off approval on the checklist **before Wednesday at noon results in the contract being delayed to the next meeting.

Bid Opening Minutes
Thursday, May 10, 2018
Library Generator

At 2:00 P.M., May 10, in the presence of Paul Sweetser, Sean Libby received and opened sealed bids for the Library Generator. There was one representative from the bidders present.

Four bids were received:

Company Name	Price
Robert B Our Co., Inc.	\$112,294.64
Fall River Electrical Associates Co.	\$117,600.00
Eastward Companies	\$103,174.00
Brite Lite Electrical Co., Inc.	\$154,000.00

The bids were taken under advisement for review and recommendation to the Board of Selectmen for award of contract at a later date.

Notes by: Sean Libby, DPW Facilities Manager

BIDDERS PICKING UP PLANS + SPECS

Project: Library – New Generator

Bid Opening Date: 2:00 p.m. on Thursday, May 10, 2018

Date Mailed or Picked Up	Company Name & Address	Phone # Fax #	Contact Person	Addendum	Notes
✓ 4/25/18 Email	Robert B. Our Co., Inc. 24 Great Western Rd. P.O. Box 1539 Harwich, MA 02645	T: 508-432-0530 F: 508-432-4385	Rich Zini Assistant Project Manager rzini@robertbour.com	#1 – 4/27/18 #2 – 4/30/18 #3 – 5/03/18	112,294 ⁰⁰ / ₁₀₀
4/25/18 email	South Shore Generator Sales & Service, Inc. PO Box 567 East Wareham, MA 02538	24/7 Phone: (508) 295-7336 Fax: (508) 295-9682	Bernadette Braman bbraman@ssgen.com	#1 – 4/27/18 #2 – 4/30/18 #3 – 5/03/18	
✓ 4/26/18 Email	Fall River Electrical Associates Co.. 74 Corneau Street Fall River, MA 02721	P: 508-675-0523 x12 F: 508-674-2820	Cassie Johnston cassiejohnston@frea.biz	#1 – 4/27/18 #2 – 4/30/18 #3 – 5/03/18	117,600 ⁰⁰ / ₁₀₀
✓ 4/26/18 email	Eastward Companies 155 Crowell Road Chatham, MA 02633	(508) 945-2300 ext. 204 F: (508) 945-2374	Lisa Norcross C: (508) 365-8844 LNorcross@eastwardco.com	#1 – 4/27/18 #2 – 4/30/18 #3 – 5/03/18	103,174 ⁰⁰ / ₁₀₀
✓ 4/26/18 email	Brite-Lite Electrical Co., Inc. 11 Front Street, Weymouth, MA 02188	T-781-340-9102 F-781-340-1674	Cary Chu cchu@brite-lite-electrical.com	#1 – 4/27/18 #2 – 4/30/18 #3 – 5/03/18	154,000 ⁰⁰ / ₁₀₀
4/26/18 email	Annese Electrical Service 280 Libbey Industrial Parkway Weymouth, MA 02189	P. 781-337-6462 F. 781-337-6559	Michael Blotner mblotner@anneseelectric.com	#1 – 4/27/18 #2 – 4/30/18 #3 – 5/03/18	
4/27/18 email	Construct Connect 30 Technology Parkway South Suite 100 Norcross, GA 30092	phone: 323.602.5079 ext. 76476 fax: 866.570.8187	Justin Felisco Justin.felisco@constructconnect.com	#1 – 4/27/18 #2 – 4/30/18 #3 – 5/03/18	
4/30/18 email	Joshua Berry Projectdog 18 Graf Road – Unit 8 Newburyport, MA 01950	P: 978.499.9014 F: 978.499.9016	Joshua Berry addenda@projectdog.com	#1 – 4/27/18 #2 – 4/30/18 #3 – 5/03/18	

AGREEMENT

THIS AGREEMENT, made this ____ day of June, 2018, by and between the party of the first part, the Town of Harwich, hereinafter called "OWNER," acting herein through its Town Administrator, and the party of the second part, Eastward Companies., doing business as a corporation located in the Town of Chatham, County of Barnstable, and State of Massachusetts, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows: Installation of generator at Brooks Library, hereinafter called the Project, for the sum of One Hundred Three Thousand One Hundred Seventy Four Dollars (\$103,174) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in FORM OF GENERAL BID, GENERAL CONDITIONS, and SUPPLEMENTAL GENERAL CONDITIONS, the plans, which include all maps, plates, blue prints, and the specifications and Contract Documents as prepared by the Owner.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER.

The CONTRACTOR further agrees to substantially complete the project by September 28, 2018.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in GENERAL CONDITIONS, and to make payments on account thereof as provided in GENERAL CONDITIONS.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

CONTRACTOR:

THE TOWN:

Company Name:

Harwich Board of Selectmen

EASTWARD COMPANIES BUSINESS TRUST

Signed By:

James E. Pagant, Manager
Title:

EASTWARD MBT, LLC, TRUSTEE

Date:

JUNE 5, 2018

Approved as to Form:

By _____
(Owner's Counsel)

Christopher Clark
Town Administrator

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

By _____
Carol Copolla, Finance Director

Funding Source

Internal Memo

Fuel Efficient Vehicle Purchase Policy bullet points:

1. Policy doesn't affect current department vehicles, only new purchases.
2. Most Town vehicles are exempt for the foreseeable future (5-15 years) -
 - a. Police cruisers, Fire engines, ambulances, DPW trucks, buses, passenger\cargo vans.
3. The main requirement is not allowing Police cruisers to be passed down to other departments.
4. Hybrid\Electric vehicles are not required to meet these guidelines.
 - a. For example, the F-150 and Silverado beat the guidelines.

TOWN OF HARWICH FUEL EFFICIENT VEHICLE POLICY

Board of Selectmen Approval Date	
----------------------------------	--

INTRODUCTION

The Green Communities Program states that communities must only *purchase* fuel-efficient vehicles for municipal use whenever such vehicles are commercially available and practicable. The purpose behind this criterion is to reduce carbon dioxide emissions by municipal vehicles, which has a positive impact on the environment and saves the municipality money.

BACKGROUND

The US Environmental Protection Agency's Green Vehicle Guide states that:

Vehicles with lower fuel economy create more carbon dioxide - the most prevalent greenhouse gas - than vehicles with higher fuel economy. Every gallon of gasoline your vehicle burns puts about 20 pounds of carbon dioxide into the atmosphere because air has weight and mass, and it takes a lot of it to burn a gallon of gasoline. One of the most important things you can do to reduce your contribution to global warming is to buy a vehicle with higher fuel economy. The difference between 25 miles per gallon and 20 miles per gallon can amount to the prevention of 10 tons of carbon dioxide over a vehicle's lifetime. Buying a more fuel efficient vehicle will also will help to reduce our nation's dependence on fossil fuels. And of course, you will save money by having to fuel up less often.

POLICY STATEMENT

In an effort to reduce the Town of Harwich's fuel consumption and energy costs over the next 10 years, the Harwich Board of Selectmen hereby adopts a policy to purchase only fuel efficient vehicles to meet this goal.

PURPOSE

To establish a requirement that the Town of Harwich purchase only fuel efficient vehicles for municipal use whenever such vehicles are commercially available and practicable.

APPLICABILITY

This policy applies to all departments of the Town of Harwich.

GUIDELINES

All departments shall purchase only fuel-efficient vehicles for municipal use whenever such vehicles are commercially available and practicable.

The Town of Harwich will maintain an annual vehicle inventory for ALL vehicles and a plan for replacing any **non-exempt vehicles** with vehicles that meet, at a minimum, the fuel efficiency ratings contained in the most recent guidance for Criteria 4 published by the MA Department of Energy Resources' Green Communities Division. This Green Communities' Guidance for Criteria 4 must be checked for updates prior to ordering replacement vehicles.

The fuel efficiency ratings contained therein are based on the most recently published US Environmental Protection Agency data on fuel efficient vehicles. Vehicles are to have a combined city and highway MPG no less than the following:

- 2 wheel drive car: 29 MPG
- 4 wheel drive car: 24 MPG
- 2 wheel drive small pickup truck: 21 MPG
- 4 wheel drive small pickup truck: 19 MPG
- 2 wheel drive standard pickup truck: 17 MPG
- 4 wheel drive standard pickup truck: 16 MPG
- 2 wheel drive sport utility vehicle: 21 MPG
- 4 wheel drive sport utility vehicle: 18 MPG

Hybrid or electric vehicles in these vehicle classes will meet these criteria.

**NOTE: The EPA maintains a database on vehicle fuel efficiency that is updated occasionally throughout the year, as new models are released. As increasing numbers of fuel efficient vehicle models are released, the minimum combined MPG requirements of the Green Communities Program may be revised. This policy may be updated from time to time to reflect any changes to the MPG requirements. The latest fuel efficiency MPG ratings are available through Massachusetts Department of Energy Resources Green Communities Program.*

DEFINITIONS

Combined city and highway MPG (EPA Combined fuel economy): Combined Fuel Economy means the fuel economy from driving a combination of 43% city and 57% highway miles and is calculated as follows:

$$=1/((0.43/City\ MPG)+(0.57/Highway\ MPG))$$

Drive System: The manner in which mechanical power is directly transmitted from the drive shaft to the wheels. The following codes are used in the drive field:

- AWD = All Wheel Drive: four-wheel drive automatically controlled by the vehicle powertrain system
- 4WD = 4-Wheel Drive: driver selectable four-wheel drive with 2-wheel drive option
- 2WD = 2-Wheel Drive

Heavy-duty vehicle: A vehicle with a manufacturer's gross vehicle weight rating (GVWR) of more than 8,500 pounds.

Exemptions

- Heavy-duty vehicles, as defined above, such as fire-trucks, ambulances, public works trucks, and buses are exempt from this criterion.
- Police cruisers, passenger vans and cargo vans are exempt from this criterion as fuel efficient models are not currently available. However, the Town of Harwich shall purchase fuel efficient cruisers, passenger vans, and cargo vans when they become commercially available. Police department and fire department administrative vehicles are NOT exempt and must meet fuel efficient requirements.

Inventory

In order to maintain efficient driving practices before, during and after procuring fuel-efficient cars, the Town Administrator, or his/her designee(s), shall maintain a record of vehicle model, make, model year, year purchased, drive system, weight class, MPG, whether the vehicle is exempt or nonexempt, and vehicle function for each vehicle in every department. (See Appendix A for current inventory). The vehicle inventory list should be updated on an annual basis and provided to the Green Communities Program.

FUEL EFFICIENT VEHICLE REPLACEMENT PLAN

All non-exempt vehicles shall be replaced with fuel-efficient vehicles that adhere to the most recent Green Communities Criterion 4 Guidance. Vehicles shall be replaced when they are no longer operable and will not be recycled from one municipal department to another unless the recycled replacement vehicle meets the fuel efficiency ratings outlined in the Policy. In addition, when replacing exempt vehicles, the function of the vehicle will be reviewed for potential replacement with a more fuel efficient vehicle, including a fuel efficient non-exempt vehicle.

The Town of Harwich will review on an annual basis the Vehicle Inventory, along with the Green Communities Criterion 4 Guidance, to plan for new acquisitions as part of planning for the new fiscal year budget.

QUESTIONS / ENFORCEMENT

All inquiries should be directed to the department responsible for fleet management and/or fleet procurement. This policy is enforced by the Town Administrator and/or his/her designee(s).

MA Department of Energy Resources
Green Communities Division
100 Cambridge Street – Suite 1040
Boston, MA 02114

July 9th, 2018

At a public Board of Selectmen meeting held on July 9th, 2018, the Board of Selectmen voted to adopt the attached Fuel Efficient Vehicle Policy.

Thank you,

Julie E. Kavanagh, Chairman

Larry G. Ballantine, Vice-Chairman

Edward J. McManus, Clerk

Don F. Howell

Michael D. Macaskill



AGWAY CHARITABLE FOUNDATION

PO Box 1129 • South Dennis, MA 02660
(508) 385-4321 • donations@agwaycapecod.com

www.agwaycapecod.com

July 3, 2018

Ms. Robbin Marie Kelley
Cemetery Administrator
Town of Harwich
732 Main Street
Harwich, MA 02645



Dear Ms. Kelley,

It is my pleasure to inform you that the Town of Harwich has been chosen to receive a complimentary booth space at Paw Palooza Cape Cod. The event will be held July 14-15, 2018 at Dennis-Yarmouth Regional High School.

The Town of Harwich was chosen through our nonprofit lottery and will receive a 10x10 area at no charge where you may set up an information table to promote the Pet Burial Ground.

We are pleased to be able to offer this complimentary space to organizations serving pets in our area, and wish you the best in your promotional efforts.

Sincerely,

Jessica Thomas

President
Agway of Cape Cod Charitable Foundation
Federal Tax ID: 81-2017351

6/29/2018

All-Wheel Drive Plug-in Vehicle

Currently, no department in Community Development has an all-wheel drive Town vehicle and instead use inefficient, high-mileage police cruisers. This results in costly mileage reimbursement for employees to use personal 4x4s as well as having to call for a tow because of vehicles breaking down and getting stuck. To remedy this situation, the Town will be acquiring a full-size, all-wheel drive SUV called the Mitsubishi Outlander PHEV. This is an addition to the fleet, correcting a shortage of available vehicles. For example, the Building Department has a single cruiser and 5 inspecting employees.

The vehicle will be environmentally *and* economically green by utilizing a \$5,000 federal tax incentive. In order for the tax exempt Town to take advantage of the federal incentive the vehicle will be leased for 3 years. This will allow Town departments to gain insight on how plug-in vehicles fit their needs with a much smaller commitment. At the end of the lease the Town has the option to buy the remaining value of the vehicle or simply return them. The Town will pay the entire 3 year lease in one lump sum, or one-pay, of \$11,901.10. The vehicle will also reduce fuel expenditures with a 25 mpg rating as opposed to a cruiser's 16 mpg before it had well over 100,000 miles. When the Outlander PHEV is operating in electric-only mode it has the equivalent of a 74 mpg rating; well above a Toyota Prius.

The following funds were used to procure the Outlander PHEV:

1. A total of \$11,901.10 from FY18 Community Development budgets.
 - a. \$3,000.00 from the Building budget FY18.
 - b. \$2,901.10 from the Engineering budget FY18.
 - c. \$3,000.00 from the Conservation budget FY18.
 - d. \$2,500.00 from the Planning budget FY18.
 - e. \$500.00 from the Community Development budget FY18.

If the plug-in vehicle is a good fit then potentially more vehicles could be leased later.

Thank you,

Evan Melillo
Assistant Town Administrator

Phone (508) 430-7513

Fax (508) 432-5039



OFFICE OF THE TOWN ADMINISTRATOR

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

732 MAIN STREET, HARWICH, MA 02645

The Town of Harwich is requesting plug-in quotes for its Community Development Department:

- One (1) All-Wheel Drive SUV Plug-in vehicle.
- Each vehicle must include at least 50kw Level 3 or greater fast charging abilities.
- The leases need to be for a length of at least thirty-six (36) months.
- The lease needs to include at least ten thousand (10,000) miles per year.
- The Total Contract Price shall not include and the Town shall not be required to pay sales tax.
- The Total Contract Price shall include silver\gray exterior and all fees including but not limited to insuring, registering with blue plates, disposition, and delivering the vehicle with blue plates and inspection sticker to Harwich Town Hall 732 Main Street Harwich MA.
- Please make vehicle contracts available to be funded as a one-pay lease.
- Two sets of keys will be provided.
- Total Contract Price shall be \$13,000 or less.
- The contract will be awarded to the lowest bidder that is responsive and responsible.
- Quote sheet submission deadline Friday June 29, 2018 at 10:00am, but earlier submissions are appreciated.
- Signing of contract will not be done in-person at the dealership, contract signing will be provided either by overnight mail and/or delivery by dealership personnel.
- Please fill out this form and email it back to Administrator@town.harwich.ma.us
- This bid document does not constitute a contract.
- The Town reserves the right to reject any and all offers.

Please fill out the lines in the form below:

1. Model	2. Model Year	3. Trim Level	4. Color	5. Residual	6. Lease Price:
<u>Outlander PHEV</u>	<u>2018</u>	<u>SEL</u>	<u>gray</u>	<u>\$ 17,779.65</u>	<u>\$ 32,960.55</u>
7. Total Contract Price (including all fees) during thirty-six (36) months lease: \$ <u>11,901.10</u>					
8. Estimated date for delivery of lease contract: <u>6/29/18</u>					
9. Name of dealership: <u>Central Mitsubishi</u>		Phone: <u>508-823-0101</u>			
10. <u>[Signature]</u>	<u>Michael Richard</u>		<u>6/28/18</u>		
Signature	Printed Name		Date		

Sandy Robinson

From: Amy Usowski
Sent: Thursday, July 05, 2018 8:34 AM
To: Rebeca Linhart; Katharine Parsons
Cc: Lyra Brennan; boo9867@comcast.net; Chris Nickerson; Dave Callaghan; caiside@comcast.net; Eric Beebe; Ann Steidel; Sandy Robinson
Subject: RE: Fledgling

This is great news Rebeca! How about removing the jersey barriers from the parking lot? I will relay the message to our volunteer and DPW that we no longer need escorts when raking at Red River. For now, we still need an escort for the rake at Bank Street correct?

Amy Usowski
Conservation Administrator
Town of Harwich
(508)430-7538

From: Rebeca Linhart [mailto:rlinhart@massaudubon.org]
Sent: Wednesday, July 04, 2018 12:43 PM
To: Katharine Parsons <kparsons@massaudubon.org>; Amy Usowski <ausowski@town.harwich.ma.us>
Cc: Lyra Brennan <lbrennan@massaudubon.org>
Subject: Re: Fledgling

Hey Amy,

I have some fantastic news to share!

When visiting Red River today I found all 4 chicks on Pleasant Street Beach across the stream in the marsh behind the beach. I then watched each of the chicks fly way up and over back onto the Red River side. With that observation, we can call these chicks officially fledged and flying! Such fantastic news.

After seeing this I removed 2 of the sections of fencing from the beach and all of the low chick fencing on the western edge of the beach. I left the chick fencing on the eastern end that the chicks are still using. There were a lot of tracks on the front beach in the large eastern most section of fencing, and some folks I ran into who have been watching the chicks all along said they watched the chicks practice their flying back and forth here. We would like to leave this nursery area fenced for them to have some refuge. We also would like to leave the adjacent fencing up because there is a lot of vegetation here that is proving cover for the chicks.

Raking can resume un-escorted now that the chicks are able to fly. We will continue monitoring them throughout the week and keep you up to date.

Thanks so much for working so closely with us, we couldn't have met this success without you!

Congratulations!

Rebeca

Ann Steidel

From: Christopher Clark
Sent: Thursday, June 21, 2018 1:13 PM
To: Ann Steidel
Subject: FW:

FYI Back up info for TA Report

From: Carolyn Carey
Sent: Tuesday, June 19, 2018 8:27 AM
To: Christopher Clark <cclark@town.harwich.ma.us>
Subject: FW:

Hi Chris,

I just wanted to follow up on our conversation regarding the event listed below.

As noted from the date of the e-mail both Erica and I were working on this prior to your message.

I have already reached out to the renters and had a conversation regarding this subject and the concerns that we spoke about.

I have received a follow up phone conversation from Jackie (renter) to insure that all steps are being taken to fix the situation.

Please let me know if you would like additional information on this situation.

Please be aware that both Erica and I take this very seriously and will continue to monitor all the room rentals to insure the policies and procedures are being followed.

Thank you for your time and attention to this matter.

Regards

Carolyn Carey

Director, Harwich Community Center
100 Oak Street
Harwich, MA 02645

508-430-7568

From: Erica Dale Strzepek [<mailto:strzepek.eric@gmail.com>]
Sent: Thursday, June 14, 2018 12:28 PM
To: Carolyn Carey <ccarey@town.harwich.ma.us>
Subject:



Search



About

Discussion

This confidence-boosting event will take place at Aerial Atmosphere and will include a clean wine presentation with Brianne Motil, a posture and confidence workshop with personal trainer Holly Olp, a pole and dance mini-class from instructor Jackie Summers, take-home clean snack recipes, sexy lips courtesy of Samantha Ullmann, and a chance to connect with other Cape Cod women! Learn how to live a little cleaner and healthier, while boosting your strength and self confidence in a fun, welcoming environment.

Tickets are \$10 and will go to benefit the Elizabeth Stone House, a shelter for women suffering from domestic violence.

[Causes](#)

Going

Interested

Shares



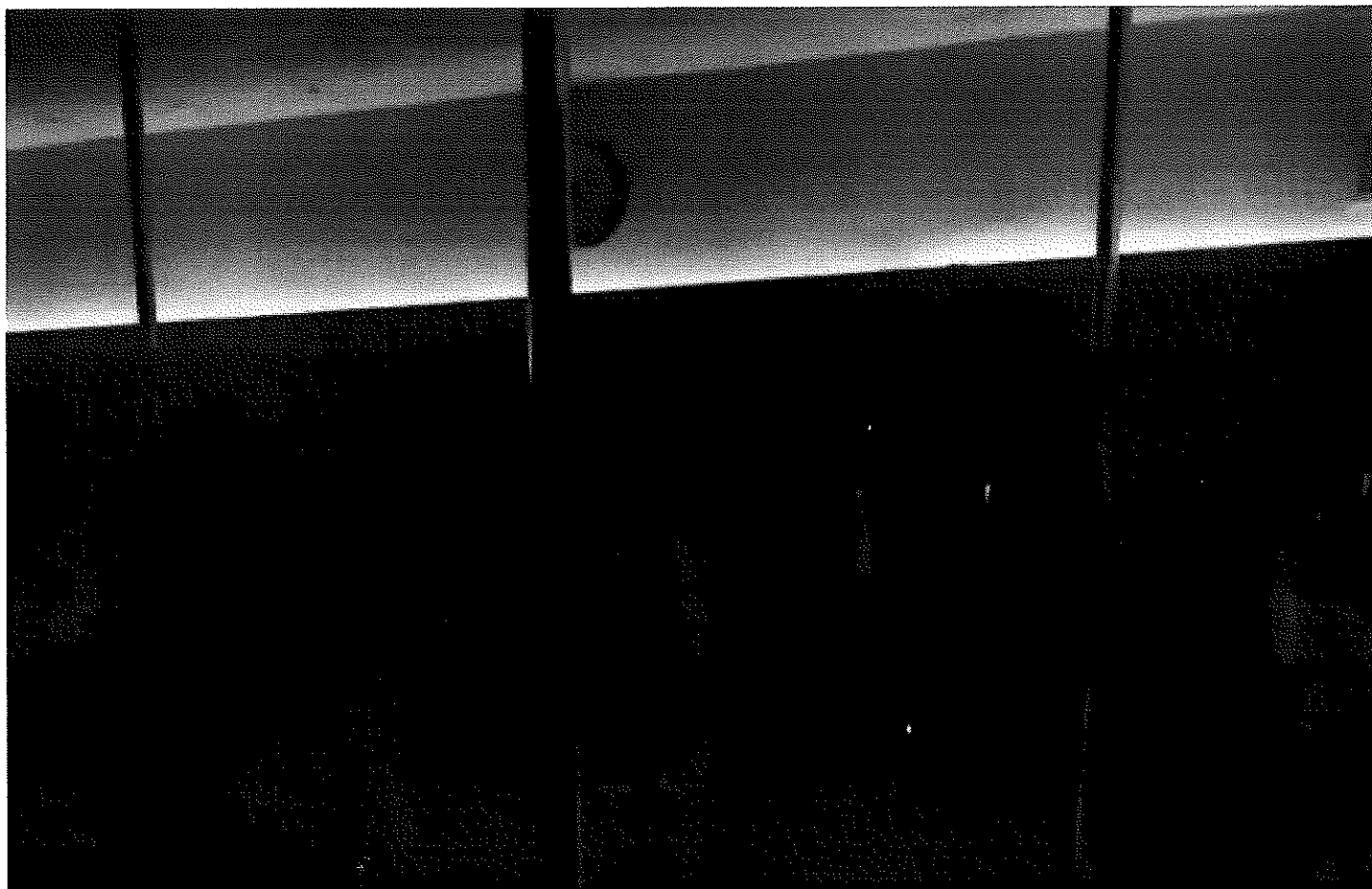
Holly Olp - Healthy Lifestylist ▶

Clean Sexy Fun

Yesterday at 3:29 PM · 🌐

No idea what Jackie has in store for us but I'm excited to play around on the poles with everyone... And feel extra saucy about it with a little lipstick and wine first!!! 🍷

Don't forget to buy your tickets girls and get a friend to come with you!!!





Search



About

Discussion

RSVP

\$11.42



Get Tickets

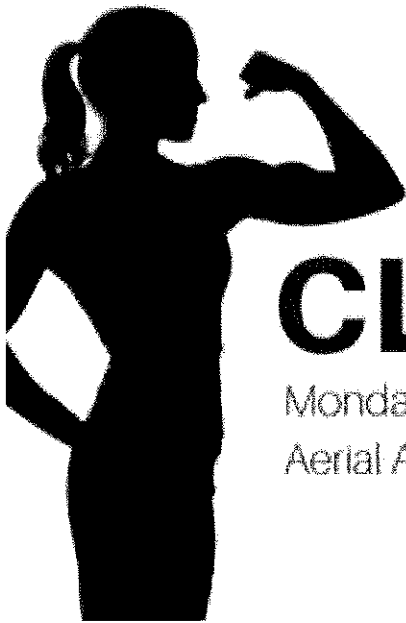
Details

This confidence-boosting event will take place at Aerial Atmosphere and will include a clean wine presentation with Brianne Motil, a posture and confidence workshop with personal trainer Holly Olp, a pole and dance mini-class from instructor Jackie Summers, take-home clean snack recipes, sexy lips courtesy of Samantha Ullmann, and a chance to connect with other Cape Cod women! Learn how to live a little cleaner and healthier, while boosting your strength and self confidence in a fun, welcoming environment.

Tickets are \$10 and will go to benefit the Elizabeth Stone House, a shelter for women suffering from



Search



CLEAN *sexy* FUN

Monday June 18 at 6:00pm
Aerial Atmosphere Cape Cod

JUN
18

Clean Sexy Fun

Scout & Cellar - Brianne Motil and 2 others · Public

Get Tickets



Interested



Going



Share



More

Regards,
Erica

Erica Dale Strzepek
(508) 725-7472



Mass Cultural Council - Cultural Compact - FY18
Town of Harwich
Application #CC0002

Primary Contact: Cyndi Williams
Phone: (508) 430-1165
Email: cyndi@harwichcc.com

Document Generated: Friday, June 8th 2018, 2:19 pm

Budget Narrative

Explain any sources of income identified in the income section of the budget, and provide a detailed breakdown of the expenses itemized.

The income section of the budget includes the \$10,000 grant and that alone. The Town of Harwich through Charleen will administer the grant. The expenses that will be incurred are the marketing and promotion which represents the two cultural district maps, website and (8) signs (4) in each district. Also the Harwich Cultural Center upgrades to the kitchen and auditorium to bring it up to code and further drive income. The line item regarding personnel expenses is zero in that Charleen Greenhalgh is paid through the Town of Harwich and Cyndi Williams is paid through the Harwich Chamber of Commerce

To further itemize the marketing and promotional materials; District maps will cost \$3000.00 for printing the design of the maps with be done in house. (8) signs for the districts will cost \$1200.00 through the Mass Cultural Council preferred vendor. The website design will be completed using the Harwich Chamber of Commerce webmaster at a cost of \$1500.00. The anticipated work at the Harwich Cultural Center Auditorium and Cafeteria (including upgrades to kitchen equipment and cleaning; new curtains, lighting and sound; simple audio equipment for auditorium; as well as folding chairs and tables) is set at \$4,300.00. The Cultural Center will be seeking other grant, donations and financial resources to offset upgrade expenses.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Harwich (and d/b/a): Town Hall, 732 Main Street, Harwich MA 02645-2757 Legal Address: (W-9, W-4, T&C): Contract Manager: Michael MacAskill <u>Christopher Clark</u> E-Mail: Phone: 508/430-7513 Fax: 508/430-7504 Contractor Vendor Code: VC6000191822 Vendor Code Address ID (e.g. "AD001"): AD01 (Note: The Address ID must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART Business Mailing Address: 10 St. James Ave 3rd Floor, Boston, MA 02116 Billing Address (if different): Contract Manager: Cynthia E. Gaviglio E-Mail: Cyndy.Gaviglio@art.state.ma.us Phone: 617/858-2711 Fax: MMARS Doc ID(s): RFR/Procurement or Other ID Number: FY18-CM-COM-6047
<input checked="" type="checkbox"/> NEW CONTRACT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	
<input type="checkbox"/> CONTRACT AMENDMENT	
Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$10,000	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (<u>G.L.c. 29, § 23A</u>); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This is a grant of financial assistance to support the creation of two cultural districts in the Town of Harwich.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <u>07/01, 2017</u> , a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 2018</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: Date: <u>6-30-18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>

ATTACHMENT B:
Scope of Services and Additional Terms & Conditions

1. SCOPE OF CONTRACT. The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform, and has obtained all necessary licenses and permits required to perform the services under this Contract.

2. PAYMENT. (a) Unless otherwise agreed upon by the Council and Contractor, the Council shall reimburse the Contractor for expenses approved by the Council included in the budget submitted to the Council with the Application noted in Section 1 (above). The approved expenses must be incurred, and services rendered, within the Term of the Contract.

(a) For Cultural Compact *grants*, the Contractor will be reimbursed one hundred percent (100%) of the Contract amount upon receipt of a completed and authorized Contract.

3. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES. The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 3, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

4. EVALUATION AND ANALYSIS OF SERVICES. (a) The Contractor agrees to provide the Council with a Final Report and analysis of the services provided under the Contract. Failure to comply with the requirements of this Section 4 will result in the ineligibility of the Contractor to receive further funds from the Council.

(b) Reinstatement of the Contractor's eligibility is pending until submission of said report is reviewed and approved by Council staff.

ATTACHMENT D

CREDIT and PUBLICITY AGREEMENT Between the MASSACHUSETTS CULTURAL COUNCIL and GRANTEES Updated FY 2018

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Massachusetts Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.

1. ADVOCACY & LEGISLATIVE SUPPORT

Mass Cultural Council Grantees are encouraged to participate in advocacy on behalf of the nonprofit cultural sector. For details please see <http://www.massculturalcouncil.org/news/advocacy.asp>.

We also strongly encourage that you send personalized letters to the leadership of the State House and your state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, please refer to the Credit and Publicity Kit at <http://www.massculturalcouncil.org/contracts/credall.asp>.

2. CREDIT

a) Mass Cultural Council Credit Logo: The Council must be credited for the support it provides by using the agency's credit logo (download at http://www.massculturalcouncil.org/contracts/logos_step1.asp). The logo must be produced as a unit without alteration.

b) Promotional Materials: Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute **by using the credit logo** in printed materials (including season and subscription brochures, newsletters, press releases and announcements), films/videos, etc. Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.

c) Online Materials: Use the credit logo prominently in online materials (including web sites, blogs, electronically distributed releases, and social media/networking channels) regarding all activities to which your grant contributes. The electronic logo should also link to www.massculturalcouncil.org. Please do not include the logo on surveys.

d) Programs/Playbills: Credit must be given on the title page of all programs printed by a grant recipient in a type size not smaller than 7 point.

e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private and corporate sponsors, in proportional order of the size of contribution. If there is no sponsor list in the wall text, a placard must be placed at the entrance to the exhibit crediting the Council. Non-written announcements apply to such situations as radio broadcasts and audio descriptions for people who are hearing impaired.

f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded program/exhibition, such as brochures, pamphlets, flyers, etc.

g) Verbal Credit: When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances. If an announcement is not feasible, a sign must be placed in the lobby crediting the Council.

3. DONOR RECOGNITION

Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.


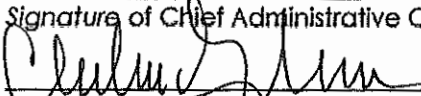
4. COLLABORATORS

Organizations that are official collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

5. CO-SPONSORSHIP

Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM COORDINATOR OR THE MASS CULTURAL COUNCIL'S COMMUNICATIONS DEPARTMENT.

<hr/>	
Print the Grant Recipient's Organization Name	
	6-30-18
Signature of Chief Administrative Officer	Date
	6-30-18
Signature of Person Responsible for Grant Recipient's Publicity and Publications	Date

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

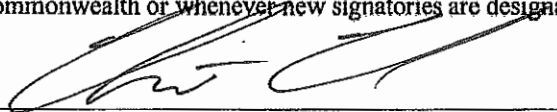
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Charleen Greenhalgh	TOWN PLANNER

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 6-30-18

Title: Town Administrator

Telephone: 508-430-7513

Fax: 508-432-5039

Email: cclark@town-harwich-ma.us

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



MIIA Member Services

15 Cabot Road
Woburn, MA 01801-1003
TEL (800) 526-6442
FAX (781) 376-9907
www.emiia.org

June 8, 2018



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

Dear Christopher:

Announcing ADDITIONAL PARTICIPATION CREDITS for Fiscal 2018, to be applied to your Fiscal 2019 Renewal.

It gives us great pleasure to announce the distribution of another round of participation credits to our members. The MIIA Board of Directors approved an additional participation credit of \$2.5 million for fiscal year 2018, bringing the total distribution of additional participation credits since 2009 to \$32.5 million!

These participation credits are provided to members of the Property & Casualty Group who belong to MIIA in the current fiscal year (2018). Also, these new participation credits are in addition to all other credits and discounts you will receive as part of your renewal pricing for fiscal year 2019, which begins on July 1, 2018. This distribution of participation credits is in recognition of the long-term loyalty and commitment of MIIA's membership.

Please note that the following additional participation credit granted to you by MIIA:

MIIA Property & Casualty Additional Credit: \$8,725

You will see this additional participation credit in your July 1, 2018 renewal invoice packet.

While continuous distribution of these credits cannot be guaranteed, this latest participation credit is a reflection of the MIIA Board's ongoing practice of reviewing the program's financial position on a quarterly basis. We at MIIA seek to embrace both the long-term financial health of the MIIA program and our members' need for high-quality coverage at the most affordable price. For most members, these credits have typically offset all or a significant portion of any increase in premium contributions. The bottom line is that MIIA's costs continue to be well below commercial insurance alternatives, and the announcement of this new \$2.5 million in participation credits enhances MIIA's value to you and the communities of Massachusetts!

Also look for New Coverage on July 1, 2018: CYBER LIABILITY PROTECTION.

We are extremely pleased to be able to offer comprehensive Cyber Liability Protection to all of our MIIA members. MIIA Cyber Liability Protection is tailored to meet the needs of all

municipalities—protecting the systems that support police, fire, schools, public works and management operations. As of July 1, 2018, MIIA will be providing a full suite of data security tools and liability protection with maximum aggregate limits of liability per member of \$1,000,000. And we're really proud to announce that MIIA's cyber protection is an enhancement to your liability coverages and will not result in a premium increase in the July 1, 2018 policy year.

MIIA cyber risk protection includes access to expert cyber risk advisors who will provide training, compliance materials and risk management guidance to ensure that you are prepared to mitigate risk and are ready to act if there is a security breach. You will be hearing more about MIIA Cyber Liability Protection from your Account Executive and on the MIIA website in the upcoming weeks.

As always, your participation and commitment to MIIA is very much appreciated. This is your program and we are privileged to serve you.

Sincerely,



Paul E. Cohen
Chairman, MIIA
Manager
Town of Chelmsford



Geoffrey Beckwith
President, MIIA
Executive Director, MMA



Stanley J. Corcoran
Executive Vice President, MIIA

MIIA
2018 NEW COVERAGE ANNOUNCEMENT

CYBER LIABILITY PROTECTION



Our CyberNET® Coverage is tailored to meet the needs of all municipalities - protecting the systems that support police, fire, schools, public works and management operations. The following coverages are available for all MIIA members.



BROAD COMPREHENSIVE COVERAGE

MIIA offers a comprehensive suite of data security and privacy insurance solutions that are custom-tailored for your business. Unlike other cyber policies, MIIA's Cyber Liability provides a range of coverages with flexibility to fit your unique needs, including:

- Breach Event Costs, Voluntary Notification Expenses and Proactive Privacy Breach Costs.
- Broad Cyber Crime coverage includes coverage for Financial Fraud, Telecommunications Fraud, and Phishing Attacks.
- Network Asset Protection - Coverage for income loss, interruption expenses, and data recovery costs incurred due to a variety of causes, from accidental damage of electronic media to cyber attacks. Support from an expert panel of attorneys, claims examiners and specialized vendors ready to assist you in the event of a breach.
- Full prior acts coverage is available, subject to underwriting review.
- A separate defense cost limit.



CONTACT YOUR MIIA ACCOUNT EXECUTIVE FOR MORE INFORMATION.

ONE WINTHROP SQUARE, BOSTON, MA 02110 **800.882.1498**

MIIA A MEMBERSHIP SERVICE
OF THE MASSACHUSETTS
MUNICIPAL ASSOCIATION

PERSONALIZED SUPPORT AND RISK MANAGEMENT

MIIA's CyberNET® Protection includes access to expert cyber risk advisors when you need them, plus 24/7 online training courses, sample cyber risk policies and procedures, as well as guidance with sample contract provisions that can be added to vendor agreements to reduce cyber risk exposure.

MIIA is focused on helping you and your organization mitigate the risk and impact of a cyber breach.

Cyber Security Training

Get 'cyber smart' with 16 online courses, including:

- Data Security Basics
- Social Engineering and Phishing Schemes
- Ransomware Attacks

Compliance Material

Keeping your organization up to date:

- State and Federal, Industry Specific
- Data Protection Guidelines
- Links to government sites

Risk Management

Guidance to implement preventative measures:

- Best Practice Guidelines
- Risk Assessment & Fitness Checklist
- Incident Response Planning

With MIIA you're more than insured, you're prepared!



EXPERT BREACH RESPONSE AND CLAIMS HANDLING

A cyber liability solution that provides more than a robust insurance policy. A team of experts is available to help you:

- Mitigate data and privacy risks
- Prepare an incident response plan
- Recover from a data breach or privacy incident
- Restore your customers' and employees' trust

Working in close coordination with nationally-recognized privacy & security experts, the claims team is at your side every step of the way.

BROAD CYBER LIABILITY COVERAGE INCLUDES THE FOLLOWING AREAS:

- Multimedia liability
- Security and privacy liability
- Privacy regulatory defense and penalties
- Breach event costs
- Dependent business interruption
- BrandGuard®
- Network asset protection
- Cyber extortion
- Cyber crime
- PCI DSS liability



CONTACT YOUR MIIA ACCOUNT EXECUTIVE FOR MORE INFORMATION.

ONE WINTHROP SQUARE, BOSTON, MA 02110 **800.882.1498**

MIIA A MEMBERSHIP SERVICE
OF THE MASSACHUSETTS
MUNICIPAL ASSOCIATION



**HARWICH
ASSESSORS
OFFICE**
508-430-7503

Memo

To: Sandy Robinson
Ann Steidel

From: Donna Molino

Date: June 27, 2018

RE: Assessor's Department Weekly Report (w/e 6/23/18)

1. Processed and reviewed abutter's lists.
2. Processed and reviewed weekly deeds.
3. Motor vehicle abatements.
4. MAAO Conference

Channel 18 Weekly Report
w/e June 23, 2018

- Filmed weekly updates with:
 - Chamber of Commerce
 - Council on Aging
- No Board of Selectmen on Summer schedule
- Filmed Community Journal
- Filmed Golf Committee
- Filmed Wastewater Support Committee
- Installed replacement equipment in Griffin Room
- Installed Assisted Listening Device in Griffin Rooms
- Create FY 19 binders
- Agendas and Minutes posted
- All clips and meetings transferred and posted to YouTube
- Video file maintenance

Please Follow Channel 18 on YouTube for frequent video updates/meetings

www.youtube.com/harwichchannel18

And Facebook for additional info

www.facebook.com/harwichchannel18

Respectfully Submitted,

Jamie Lee Goodwin

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

Weekly Update for the Community and Cultural Centers
June 24 –June 30

I am pleased to provide a report on my work at both the Community Center and the Cultural Center for the week running 6/24 to 6/30.

- I attended the Selectmen's meeting regarding the Community Center Job Description that was on the agenda for discussion.
- I began the process of tabulating the survey responses provided by the individuals and groups currently reserving space at the Community Center.
- I have been training our seasonal employee for the weight room position. We are working on new flyers and advertising for the weight room membership.
- I have received applications for the 19 hour a week position at the Cultural Center and will begin interview the Candidates in the upcoming week.
- I met with and discussed potential activities for the Library in the Cultural Center .The monthly events would be free to the public and be part of our open studio concept.
- I attended a Department Head meeting.
- I gathered information for/with the Chief Financial Officer regarding the electric line item at the Community Center and have put together a spreadsheet to show the cause of the increase to the line item.
- I began working with the Recreation Department and the Chase Library on providing a free program during the Summer. I am excited about the opportunity to work with both organizations on this exciting project.
- I have been working on closing out the Fiscal Year for both the Community Center and the Cultural Center.
- We have a steady flow of individuals/groups signing up for the Annual Community Yard Sale held at Brooks Park on Saturday August 4th. This event is done in conjunction with the Cranberry Festival and has sold out for the last 2 years.

Should you need further information on these weekly activities, please do not hesitate to get in touch with me.

Carolyn Carey, Community Center Director

Weekly Update for the Community and Cultural Centers
June 17 –June 23

I am pleased to provide a report on my work at both the Community Center and the Cultural Center for the week running 6/17 to 6/23.

- I had my yearly evaluation/ review with the Town Administrator and Assistant Town Administrator. We established working goals for the next fiscal year.
- I continue to work on the necessary paperwork needed to close out the fiscal year. This included an inventory of the products and paper work needed by the Chief Financial Officer.
- I started training our seasonal employee for the weight room position. We are renewing memberships for the upcoming fiscal year which makes this a busy and challenging time to begin working however, he is surpassing my expectations.
- I have started recruiting volunteers to help us keep the Cultural Center open more hours during the summer. In hopes of having more residents and visitors stop in to experience the Cultural Center.
- I have put together a packet on the labyrinth project and began looking for donations from local businesses.
- I started getting reports from our new door counter program regarding the number of individuals that use the building. I will be happy to include a weekly report on the numbers for this report.
- I gathered information on replacing outdated and broken equipment for our weight room. I expect to have a quote for the equipment in the next week.
- I posted the job description for the Program Aide /Event Staff position at the Cultural Center on the Town Website and with Indeed. We have received several phone calls and have already had a resume submitted. This position will work flexible hours but a majority will be nights and weekends.
- I have started work on the event schedule for the new fiscal year including our Halloween Party and Touch A Truck, my goal is to have a schedule for the year to hand out so everyone can plan to attend our events.
- We have started signing people up for the Annual Community Yard Sale held at Brooks Park on Saturday August 4th. This event is done in conjunction with the Cranberry Festival and has sold out for the last 2 years.

Should you need further information on these weekly activities, please do not hesitate to get in touch with me.

Carolyn Carey, Community Center Director



TOWN OF HARWICH
FINANCE DIVISION
732 MAIN STREET, HARWICH, MA 02645
TEL: 508-430-7518 FAX: 508-430-7504

Carol Coppola
Finance Director/Town Accountant

Wendy Tulloch
Assistant Town Accountant

Report of the

Finance Director/Town Accountant – Weeks Ending 6/8/18, 6/15/18 & 6/22/18

Undertakings within the Finance Department during the past three weeks include the following initiatives/tasks:

- Finalize admin staff risk assessment template,
- Complete cover memos explaining risk assessment process,
- Annual reviews of finance department staff members and Assessor,
- Prepare journal entries for payment of BAN, receipt of Bond and BAN proceeds,
- Issue purchase orders and change orders,
- Prepare response to public record request,
- Research accounting for eminent domain taking of Eldredge property,
- Research Library Trust balances back to 1999,
- Reconcile various Treasurer cash accounts to General Ledger,
- Numerous meetings and training sessions with staff members,
- Audit and process cash receipts,
- Audit, process and approve payroll transactions,
- Audit, process and approve vendor transactions.

Sincerely,

Carol Coppola
Finance Director/Town Accountant



Harwich Fire Department



Fire Suppression

Prevention

Emergency Services

Norman M. Clarke Jr., **Chief of Department**

David J. LeBlanc, **Deputy Fire Chief**

Fire Prevention – Inspections

Week of 17 - 23

Inspection Type	
Resale	10
Annual	4
Final	5
Lockbox	2
Liquid Propane	3
Oil Burner	
Oil Tank	1
Pre-Inspection	2
Re-Inspection	2
Safety Inspection	
Town Hall – Plans (hours)	4
Town Hall – Meeting (hours)	2
Tank Truck	
Fire Drills	
Meetings – Misc	3
Joint Inspection	



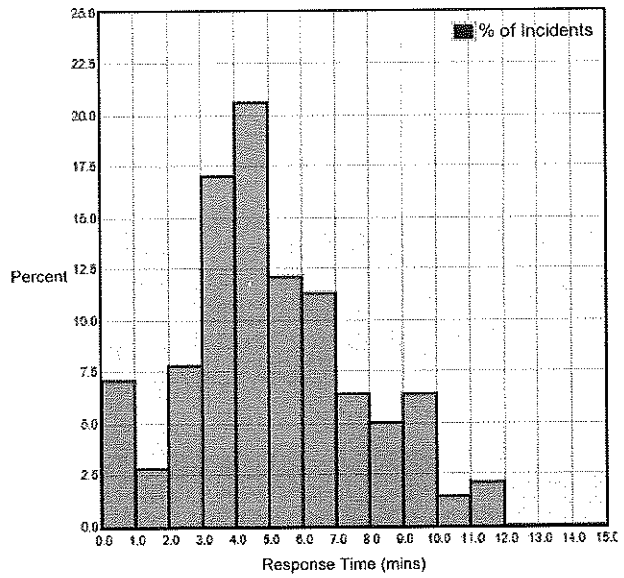
Incident Type Report (Summary)
 From 06/17/18 To 06/23/18
 Report Printed On: 06/26/2018

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Building fire (111)	1	0.92%	\$0.00	\$0.00	\$0.00	0.00%
Cooking fire, confined to container (113)	1	0.92%	\$0.00	\$0.00	\$0.00	0.00%
	2	1.84%	\$0.00	\$0.00	\$0.00	0.00%
3 Rescue & Emergency Medical Service Incident						
EMS call, excluding vehicle accident with injury (321)	76	69.72%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	4	3.67%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries. (324)	2	1.83%	\$0.00	\$0.00	\$0.00	0.00%
Extrication of victim(s) from vehicle (352)	1	0.92%	\$0.00	\$0.00	\$0.00	0.00%
	83	76.14%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Gas leak (natural gas or LPG) (412)	1	0.92%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	1	0.92%	\$0.00	\$0.00	\$0.00	0.00%
	2	1.84%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	3	2.75%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	3	2.75%	\$0.00	\$0.00	\$0.00	0.00%
Water or steam leak (522)	2	1.83%	\$0.00	\$0.00	\$0.00	0.00%
Cover assignment, standby, moveup (571)	1	0.92%	\$0.00	\$0.00	\$0.00	0.00%
	9	8.26%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Dispatched and cancelled en route (611)	3	2.75%	\$0.00	\$0.00	\$0.00	0.00%
Authorized controlled burning (631)	1	0.92%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.92%	\$0.00	\$0.00	\$0.00	0.00%
	5	4.59%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
Smoke detector activation due to malfunction (733)	2	1.83%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	3	2.75%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	2	1.83%	\$0.00	\$0.00	\$0.00	0.00%
	7	6.41%	\$0.00	\$0.00	\$0.00	0.00%
Not Recorded						
Not Recorded	1	0.92%	\$0.00	\$0.00	\$0.00	0.00%
	1	0.92%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	109			Total Est. Loss:	\$0.00	

Search Criteria
 Dates From 06/17/2018 To 06/23/2018 (mm/dd/yyyy)

Incident Response Time Analysis
 Date Range 06/17/2018 to 06/23/2018
 Total # of Runs Fitting Criteria 141 runs
 Average Response Time 4.6 mins
 Service(s) Harwich Fire Department
 Incident Type(s) All

Response Time	# of Incident Responses	% of Incident Responses
0 mins	10	7.1%
1 mins	4	2.8%
2 mins	11	7.8%
3 mins	24	17%
4 mins	29	20.6%
5 mins	17	12.1%
6 mins	16	11.3%
7 mins	9	6.4%
8 mins	7	5%
9 mins	9	6.4%
10 mins	2	1.4%
11 mins	3	2.1%
12 mins	0	-
13 mins	0	-
14 mins	0	-
15 mins	0	-



Report Description

[Back To Filters](#)



Harwich Fire Department



Fire Suppression

Prevention

Emergency Services

Norman M. Clarke Jr., Chief of Department

David J. LeBlanc, Deputy Fire Chief

Fire Prevention – Inspections

Week of June 24 - June 30

Inspection Type	
Resale	8
Annual	7
Final	5
Lockbox	
Liquid Propane	2
Oil Burner	
Oil Tank	
Pre-Inspection	
Re-Inspection	3
Safety Inspection	
Town Hall – Plans (hours)	2
Town Hall – Meeting (hours)	
Tank Truck	
Fire Drills	
Meetings – Misc	2
Joint Inspection	1



Incident Type Report (Summary)
From 06/01/18 To 06/30/18
Report Printed On: 07/02/2018

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Building fire (111)	6	1.29%	\$20,000.00	\$5,000.00	\$25,000.00	86.21%
Cooking fire, confined to container (113)	2	0.43%	\$0.00	\$0.00	\$0.00	0.00%
Water vehicle fire (134)	1	0.22%	\$2,000.00	\$2,000.00	\$4,000.00	13.79%
	9	1.94%	\$22,000.00	\$7,000.00	\$29,000.00	100.00%
3 Rescue & Emergency Medical Service Incident						
Medical assist, assist EMS crew (311)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	335	72.20%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	13	2.80%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle/pedestrian accident (MV Ped) (323)	2	0.43%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries. (324)	5	1.08%	\$0.00	\$0.00	\$0.00	0.00%
Extrication of victim(s) from vehicle (352)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
	357	76.95%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Gas leak (natural gas or LPG) (412)	6	1.29%	\$0.00	\$0.00	\$0.00	0.00%
Oil or other combustible liquid spill (413)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Chemical hazard (no spill or leak) (421)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	6	1.29%	\$0.00	\$0.00	\$0.00	0.00%
	16	3.46%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	9	1.94%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	11	2.37%	\$0.00	\$0.00	\$0.00	0.00%
Water problem, other (520)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Water or steam leak (522)	2	0.43%	\$0.00	\$0.00	\$0.00	0.00%
Public service assistance, other (550)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Unauthorized burning (561)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Cover assignment, standby, moveup (571)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
	26	5.62%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Good intent call, other (600)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	11	2.37%	\$0.00	\$0.00	\$0.00	0.00%
Authorized controlled burning (631)	3	0.65%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	2	0.43%	\$0.00	\$0.00	\$0.00	0.00%
	17	3.67%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
False alarm or false call, other (700)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation due to malfunction (733)	5	1.08%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	2	0.43%	\$0.00	\$0.00	\$0.00	0.00%

Unintentional transmission of alarm, other (740)	2	0.43%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	2	0.43%	\$0.00	\$0.00	\$0.00	0.00%
Detector activation, no fire - unintentional (744)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	22	4.74%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	3	0.65%	\$0.00	\$0.00	\$0.00	0.00%
	39	8.42%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:		464	Total Est. Loss:		\$29,000.00	

Search Criteria

Dates From 06/01/2018 To 06/30/2018 (mm/dd/yyyy)
Service Harwich Fire Department
Staff All
Apparatus All
Station All
Alarm Type All
Zone/District All

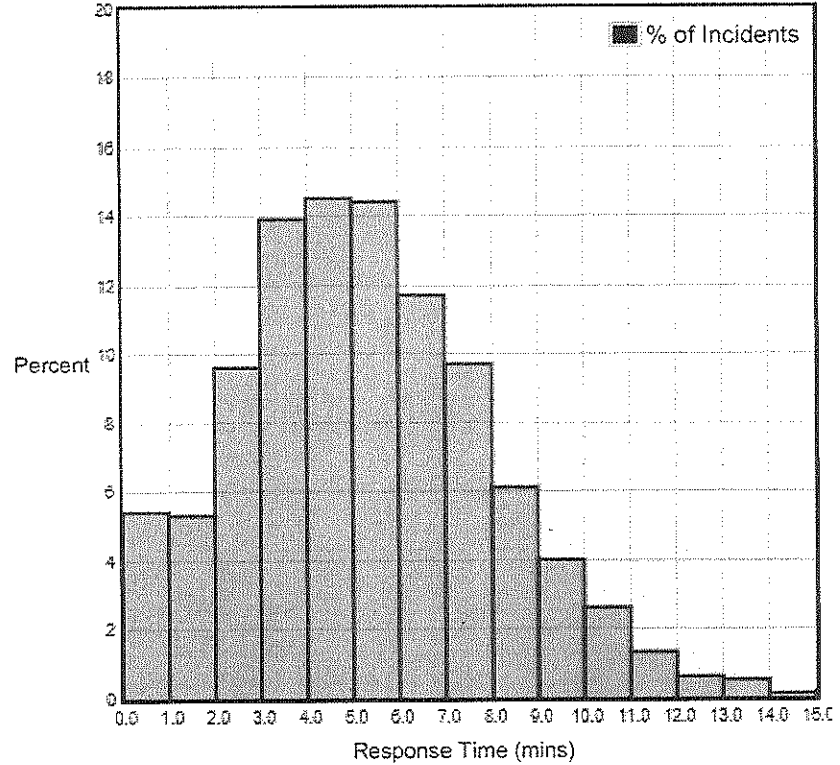


Report Description

Incident Response Time Analysis

Date Range 01/01/2018 to 06/30/2018
 Total # of Runs Fitting Criteria 2886 runs
 Average Response Time 4.8 mins
 Service(s) Harwich Fire Department
 Incident Type(s) All

Response Time	# of Incident Responses	% of Incident Responses
0 mins	155	5.4%
1 mins	154	5.3%
2 mins	278	9.6%
3 mins	400	13.9%
4 mins	419	14.5%
5 mins	417	14.4%
6 mins	339	11.7%
7 mins	281	9.7%
8 mins	176	6.1%
9 mins	114	4%
10 mins	74	2.6%
11 mins	37	1.3%
12 mins	18	0.6%
13 mins	13	0.5%
14 mins	4	0.1%
15 mins	7	0.2%



Report Description

This report displays Incident Response Time statistics between Dispatch and Arrival times from the Apparatus tab of the NFIRS run form, including a breakdown of the number and percentage of incidents that occurred at a specific response time. This calculation represents the total number of Apparatuses which recorded response times in incidents, which may be higher than the number of distinct incidents. This report can be filtered off of Incident Date or Incident Type, and will not show incidents with response times greater than the value that has been entered above.



Harwich Fire Department



Fire Suppression

Prevention

Emergency Services

Norman M. Clarke Jr., Chief of Department

David J. LeBlanc, Deputy Fire Chief

Response/Time Breakdown - June 1, 2018 - June 30, 2018

Unit	Responses	Minutes	Description
A72	148	839	Primary Ambulance - Station 2
A75	109	818	Primary Ambulance - Headquarters
E64	98	667	Primary Engine - Headquarters
A73	75	481	Secondary Ambulance - Headquarters
C60	59	402	Station 2 Chase Car
A74	50	332	Secondary Ambulance - Station 2
E65	41	266	Primary Engine - Station 2
C63	21	129	Headquarters - Duty Officer Car
C70	13	86	Headquarters Chase Car/Utility
C62	12	63	Deputy
C61	8	49	Chief
L66	6	37	Ladder
F67	4	30	Forestry Unit



Incident Type Report (Summary)
 From 01/01/18 To 06/30/18
 Report Printed On: 07/02/2018

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Building fire (111)	14	0.56%	\$446,000.00	\$155,000.00	\$601,000.00	98.52%
Fires in structure other than in a building (112)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Cooking fire, confined to container (113)	6	0.24%	\$0.00	\$0.00	\$0.00	0.00%
Chimney or flue fire, confined to chimney or flue (114)	3	0.12%	\$0.00	\$0.00	\$0.00	0.00%
Mobile property (vehicle) fire, other (130)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Passenger vehicle fire (131)	2	0.08%	\$5,000.00	\$0.00	\$5,000.00	0.82%
Water vehicle fire (134)	1	0.04%	\$2,000.00	\$2,000.00	\$4,000.00	0.66%
Forest, woods or wildland fire (141)	2	0.08%	\$0.00	\$0.00	\$0.00	0.00%
Brush or brush-and-grass mixture fire (142)	6	0.24%	\$0.00	\$0.00	\$0.00	0.00%
Outside stationary compactor/compacted trash fire (155)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Outside equipment fire (162)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
	39	1.56%	\$453,000.00	\$157,000.00	\$610,000.00	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)						
Overpressure rupture, explosion, overheat other (200)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
3 Rescue & Emergency Medical Service Incident						
Rescue, EMS incident, other (300)	2	0.08%	\$0.00	\$0.00	\$0.00	0.00%
Medical assist, assist EMS crew (311)	5	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Emergency medical service, other (320)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	1598	63.79%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	49	1.96%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle/pedestrian accident (MV Ped) (323)	3	0.12%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries. (324)	28	1.12%	\$0.00	\$0.00	\$0.00	0.00%
Extrication, rescue, other (350)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Extrication of victim(s) from vehicle (352)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Trapped by power lines (372)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Rescue or EMS standby (381)	2	0.08%	\$0.00	\$0.00	\$0.00	0.00%
	1691	67.51%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Hazardous condition, other (400)	3	0.12%	\$0.00	\$0.00	\$0.00	0.00%
Gasoline or other flammable liquid spill (411)	4	0.16%	\$0.00	\$0.00	\$0.00	0.00%
Gas leak (natural gas or LPG) (412)	26	1.04%	\$0.00	\$0.00	\$0.00	0.00%
Oil or other combustible liquid spill (413)	2	0.08%	\$0.00	\$0.00	\$0.00	0.00%
Chemical hazard (no spill or leak) (421)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	10	0.40%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	4	0.16%	\$0.00	\$0.00	\$0.00	0.00%
Heat from short circuit (wiring), defective/worn (441)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Breakdown of light ballast (443)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	172	6.87%	\$0.00	\$0.00	\$0.00	0.00%
Arcing, shorted electrical equipment (445)	26	1.04%	\$0.00	\$0.00	\$0.00	0.00%
	250	9.99%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	79	3.15%	\$0.00	\$0.00	\$0.00	0.00%

Lock-out (511)	51	2.04%	\$0.00	\$0.00	\$0.00	0.00%
Water problem, other (520)	10	0.40%	\$0.00	\$0.00	\$0.00	0.00%
Water or steam leak (522)	16	0.64%	\$0.00	\$0.00	\$0.00	0.00%
Smoke or odor removal (531)	4	0.16%	\$0.00	\$0.00	\$0.00	0.00%
Public service assistance, other (550)	7	0.28%	\$0.00	\$0.00	\$0.00	0.00%
Assist police or other governmental agency (551)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Public service (553)	15	0.60%	\$0.00	\$0.00	\$0.00	0.00%
Assist invalid (554)	1	0.04%	\$0.00	\$0.00	\$0.00	0.00%
Unauthorized burning (561)	4	0.16%	\$0.00	\$0.00	\$0.00	0.00%
Cover assignment, standby, moveup (571)	10	0.40%	\$0.00	\$0.00	\$0.00	0.00%
	198	7.91%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Good intent call, other (600)	26	1.04%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	66	2.63%	\$0.00	\$0.00	\$0.00	0.00%
Authorized controlled burning (631)	9	0.36%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	5	0.20%	\$0.00	\$0.00	\$0.00	0.00%
	106	4.23%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
False alarm or false call, other (700)	10	0.40%	\$0.00	\$0.00	\$0.00	0.00%
System malfunction, other (730)	3	0.12%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation due to malfunction (731)	3	0.12%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation due to malfunction (733)	37	1.48%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	21	0.84%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	36	1.44%	\$0.00	\$0.00	\$0.00	0.00%
Unintentional transmission of alarm, other (740)	8	0.32%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation, no fire - unintentional (741)	5	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	11	0.44%	\$0.00	\$0.00	\$0.00	0.00%
Detector activation, no fire - unintentional (744)	5	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	64	2.55%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	9	0.36%	\$0.00	\$0.00	\$0.00	0.00%
	212	8.47%	\$0.00	\$0.00	\$0.00	0.00%
8 Severe Weather & Natural Disaster						
Severe weather or natural disaster, other (800)	5	0.20%	\$0.00	\$0.00	\$0.00	0.00%
	5	0.20%	\$0.00	\$0.00	\$0.00	0.00%
9 Special Incident Type						
Special type of incident, other (900)	3	0.12%	\$0.00	\$0.00	\$0.00	0.00%
	3	0.12%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:		2505	Total Est. Loss:		\$610,000.00	

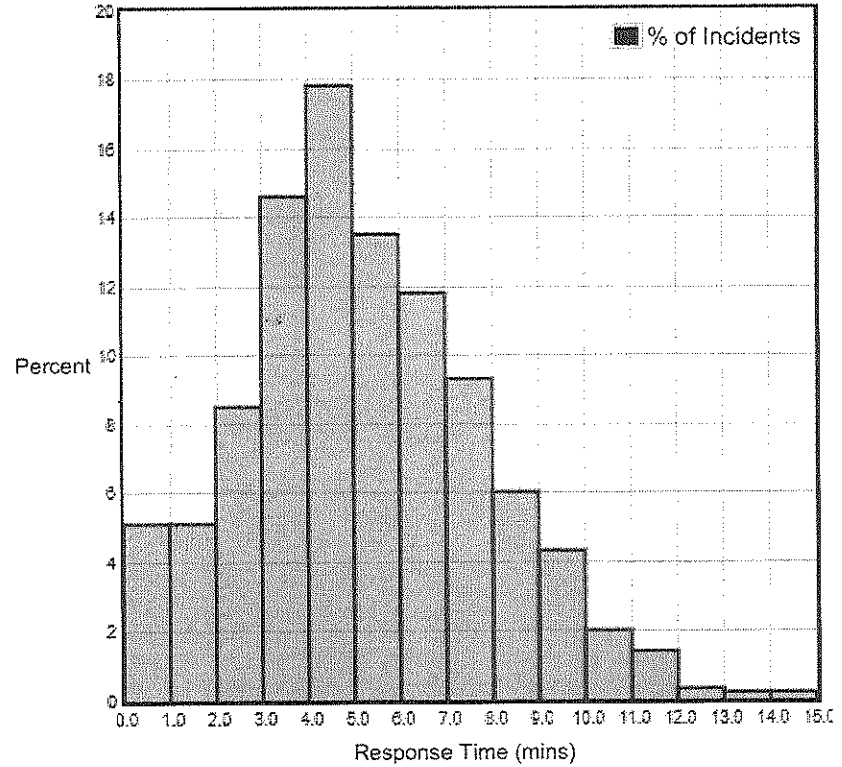
Search Criteria

Dates From 01/01/2018 To 06/30/2018 (mm/dd/yyyy)
Service Harwich Fire Department
Staff All
Apparatus All
Station All

Incident Response Time Analysis

Date Range 06/01/2018 to 06/30/2018
 Total # of Runs Fitting Criteria 646 runs
 Average Response Time 4.7 mins
 Service(s) Harwich Fire Department
 Incident Type(s) All

Response Time	# of Incident Responses	% of Incident Responses
0 mins	33	5.1%
1 mins	33	5.1%
2 mins	55	8.5%
3 mins	94	14.6%
4 mins	115	17.8%
5 mins	87	13.5%
6 mins	76	11.8%
7 mins	60	9.3%
8 mins	39	6%
9 mins	28	4.3%
10 mins	13	2%
11 mins	9	1.4%
12 mins	2	0.3%
13 mins	1	0.2%
14 mins	1	0.2%
15 mins	0	-



 Report Description

[Back To Filters](#)

Ann Steidel

From: John Rendon
Sent: Thursday, June 28, 2018 9:22 AM
To: Ann Steidel; Sandy Robinson
Cc: Michelle Morris; William Neiser
Subject: Harbormaster Dept Weekly Report 10 Jun - 23 Jun

Operations:

- Rigged and set two new channel markers for SAQ channel as required by U.S. Army Corps as a condition of Section 408 (FNP) approval.
- Launched 77A patrol boat for the season.
- Provided safety patrol during dredge pipeline repositioning operations by the County Dredge.
- Set swim buoys along coastline.
- Attempted to remove derelict dock section from marsh in SAQ Harbor; too large to move, will have to cut up and remove in the fall.
- Conducted area familiarization of Chatham waterway (Southway, new south cut, chatham harbor)

Admin:

- Submitted final grant reimbursement request for SAQ Marina project (\$1 mil total reimbursement).
- Submitted CO #7 for BTT Marine to Accounting.
- Ordered 2nd dumpster for Saquatucket, added 4th day of pickup starting 7/1.
- Extended Portable Restroom contract into July.
- Notified East Side customers that were temporarily located on West Side that their slips were ready.
- Submitted 3rd Seaport Grant Landside Reimbursement request.
- Updated payroll records for Harbor/Natural Resources with new FY19 salaries/hourly rates.
- Sent list of renters as of 7/1/18 for AHYC, HPBY, AHM and Down Cape Charter mooring rentals to Assessor's Office to bill for Excise Taxes.
- Setup new front service area computer with documents/programs/lists, etc.

Meetings:

- Progress Meeting - SAQ Landside project
- Attended annual Cape & Islands Harbormaster Association meeting/clambake
- WWC Meeting

Maintenance:

- Barnstable County dredge completed dredging SAQ entrance channel, approx 800 cy removed. Currently dredging Allen Harbor channel.
- Marine 77 hauled out by AHM for annual maintenance.
- Wiring repairs on 77A patrol boat.
- Cleared path walkway from old Downey Property
- Routed VHF radio antenna wire in new building prior to insulation install.

Training:

- Attended Mooring Seminar sponsored by Bay State Harbormaster Assoc; rep from U.S Army Corps, MA DEP, and MA CZM discussed laws and regulations pertaining to mooring management and Harbormaster authorities.

All slips are available, and all services, with the exception of wireless internet are available on the docks. Last remaining item for the marina project is the installation of the handicap access gangway system; aluminum platforms scheduled to arrive Mon. 2 Jul.

John C. Rendon
Harbormaster
Town of Harwich
774 212-6193 (c)

Health Director Weekly Report Week ending June 23, 2018

Attended the monthly meeting between Harwich and Chatham regarding sewer construction coordination. We have finalized the list of properties along the town line and are working on locations for pumping stations.

Attended the community development meeting, we worked on year end budget clean up. And made suggestions for how to better operate the community development budget next year.

Letters went out to all Phase II residents regarding the timeline for sewerage and what they should expect in the next three years. We have received many phone calls and emails as a result.

Our DPH intern continues to make progress with the healthy living project. She has been in contact with the Town Nurse and they have scheduled a monthly seminar series for Lauren to attend during the walk-in clinic. Lauren will be discussing chronic health issues as they relate to diet and exercise, blood pressure and cholesterol. This is a start to public outreach to residents to improve daily healthy habits.

<p><u>REAL ESTATE TRANSFER INSPECTION REPORTS</u> 5 Evelyn's Way 72 Hawks Nest Road 619-623 Main Street 335 Oak Street 8 Jasper Moore Trail 11 Mid Pine Road 150 Round Cove Road 18 Gordon Ritchie Road 38 Depot Road 10 Hummingbird Lane 21 Mary Willet Court 27 Sandpiper Road 1454 Halls Path One 10 Sandy Shore Way 88 Pleasant Bay Road 61 Ryder Road 19 Crestview Drive 6 Whelan Road 49 Glenwood Drive 869 Queen Anne Road</p>	<p><u>FOOD INSPECTIONS</u> Pilgrim Congregational Church Harwich Golf Association Handkerchief Management Cape Cod Lavender Farm West Harwich Sav-On Gas Barnaby Inn Stone Horse Yacht Club Castaways</p>
<p><u>SEPTIC SYSTEM PERMITS</u> 54 Chatham Rd. 611 Route 28 25 Chase St. 4 Novotny Ln. 7 Ginger Plum Ln.</p>	<p><u>BUILDING PERMIT REVIEWS</u> 177 Forest St. 26 Moss Hill Rd. 2 Walton Rd. 321 Bank St. 11 Ginger Plum Ln. 40 Bay Ridge Rd. 6 Sheila Way 52 Lovers Ln. 64 Lovers Ln.</p>
<p><u>FINAL SEPTIC INSPECTIONS</u> 18 Hall Avenue</p>	<p><u>CERTIFICATES OF COMPLIANCE</u> 22 Ryder Road</p>
<p><u>COMPLAINT INSPECTIONS</u> Unit #103 Queen Anne Court Condo's- Leaking Roof</p>	<p><u>CONSULTATIONS</u> Erica Turner- UK Elite Soccer Camp</p>

Meggan Eldredge

Health Director Weekly Report Week ending June 30, 2018

Projects-

Reviewed a HACCP plan for Perks to begin serving raw shellfish and raw tuna. This specialized process requires a detailed plan to identify hazards and critical control point that are specific to the type of food and the kitchen. A variance is not required, however staff will review and inspect the plan prior to approval.

Had a conference call with the emergency planner. Fourth quarter deliverables were completed including a quarterly call down drill and updating of personnel rosters. I will begin updating the COOP-continuity of operations plan-for next quarter.

Met with the owner of Ember to discuss an outdoor seating plan. The plan approved in May of 2017 has not been sufficient for them and they would like to amend it.

Staff has been working on updating our website. We want to streamline the links and make information easier to find. Information on bats/mosquitos/ticks has been updated along with sewer information.

Attended the Community Development meeting. Discussed potential development of a parcel of land off of Queen Anne Road. Also discussed CD budget.

Prepared year end budget numbers.

Attended the quarterly meeting of the Health Agent's Coalition. Discussion items included the revisions to the Lead Law as well as an information session on Poison Control.

<p><u>POOL INSPECTIONS</u> Belmont Condos Beach Breeze Inn Commodore Inn Allen Harbor Breeze Inn Cape Cod Wishing Well Inn of Treasured Memories Harwich Port Resort Club Handkerchief Shoals</p>	<p><u>FOOD INSPECTIONS</u> Inn of Treasured Memories Harwich United Methodist Cape Farm Supply St. Peter's Lutheran Craig Cyr Harwich Gas & Propane Cape Cup Cape Cod Cranberry Harvest Mason Jar</p>
<p><u>SEPTIC SYSTEM PERMITS</u> 7 Ginger Plum Ln. 25 Chase St.</p>	<p><u>BUILDING PERMIT REVIEWS</u> 22 Harwich Pines 735 Main St. 75 West Tupelo Rd. 175 Bay Rd. 96 Bank St. 11 Blue Heron</p>

<p><u>FINAL SEPTIC INSPECTIONS</u> 668 Queen Anne Road</p>	<p><u>INTERDEPARTMENTAL REFFERALS</u> 6 ZBA files 2 planning board files</p>
<p><u>COMPLAINT INSPECTIONS</u> 17 Bay Road – follow up, case closed 96 Queen Anne Road-housing inspection for HUD</p>	<p><u>CONSULTATIONS</u> Perks-HACCP Plan Ember-Seating Plan CCRT-food truck inquiry</p>

Meggan Eldredge



TOWN OF HARWICH

OFFICE OF THE TREASURER/COLLECTOR

732 MAIN STREET, HARWICH, MA 02645

TEL: 508-430-7501 FAX: 508-430-7504

Amy Bullock
Treasurer / Collector

Nancy Knepper
Assistant Treasurer/Collector

Weekly Report to the Board of Selectmen

Week ending June 23, 2018

Along with our regular weekly duties and responsibilities, which include but are not limited to processing payroll, receiving, reporting and depositing tax/water payments and departmental receipts, processing accounts payable checks, assisting Taxpayers and Employees with any requests and other various customer service, the following took place:

Weekly collections 6/17-6/23

	FY 2018	FY 2017
Tax/Water Collections:	\$217,538.34	\$156,362.17
Departmental turnovers:	\$21,719,194.33	\$7,835,355.76
Total:	\$21,936,732.67	\$7,991,717.93

Weekly Disbursements 6/17-6/23

	FY 2018	FY 2017
Accounts Payable	\$7,969,138.02	\$3,777,773.56
Payroll	\$355,739.75	\$326,303.90
Total:	\$8,324,877.77	\$4,104,077.46

Respectfully submitted,

Amy Bullock, Treasurer/Collector



Harwich Water Department Weekly Activity Report

Dan Pelletier, Superintendent

For Week Ending: June 23, 2018

Please see the following highlights from the previous week:

- Demo lighting fixture, old ceiling tiles & drywall backing and dispose
- Mill down PVC clapboard for roof Hatch @ Station 3
- Water service installation @ 715 Route 28, 602 Queen Anne, & 4 Forsythia
- Leak repair on Brooks & Cora Lane
- Various trench repair/paving
- Fill chemical day tanks @ all treatment stations
- Repair chlorine pump @ Station T-3
- Continue hydrant maintenance program
- Large Meter change-out @ 50 Nons Rd, Replace curb box @ 5 Riverbend Rd
- Cl2 Delivery @ Stations T-1, T-2, T3, & T-11
- 6/19/18 BOWC Meeting
- Harwich/Chatham Wastewater Coordination Meeting
- Calculate 2017 water consumption for Phase 2 sewer service area
- Staff Attended MWWA/BCWUA Water Fair- Full day training session to obtain the required continuing education credits towards license renewals

Ongoing/Upcoming Items:

- National Grid Crossover project bid preparation
- Meter reading for 1st quarterly bill 6/27-6/29
- Dept. head Meeting 6/26/18
- Building Maintenance @ Station 3
- Wireless Communications RFP prep
- Hydrant Flushing Continues

Quick Stats

19	+11.86%	+13.53%
*Water Samples Taken	Weekly Change in Pumping	YTD Change in Pumping

*Off-season bacteria sampling is reduced to the first and last week of each month

Activities Last Week

Final Read	15	Markouts	12
Frozen Meter	1	Meter Replacement	18
Large Meter Change	1	Service Repairs	2
Leak Investigation/Repair	2	Turn On Service	1

Activities Statistics

	<u>2017</u>	<u>2018WTD</u>	<u>2018YTD</u>
Curb Stop Repair/Renewals	5	0	1
Final Read for Property Transfer	394	15	166
Frozen Water Meter/Services	2	1	26
Hydrant Maintenance/Repairs	1	0	1
Hydrant Installation/Replacement	2	0	3
Markouts	365	12	208
Meter Replacement	461	18	146
Meter Installation <i>new accounts</i>	39	0	14
Seasonal Turn On/Off	1126	0	575
Water Main Repairs	5	0	2
Water Service Installation <i>new</i>	40	0	9
Water Service Renewal	47	0	7
Service Repair/Site Visit <i>general</i>	194	6	240



Harwich Water Department Weekly Activity Report

Dan Pelletier, Superintendent

For Week Ending: June 30, 2018

Please see the following highlights from the previous week:

- Meter Reading 6/27-6/29
- Continue Station 3 building maintenance-remove trim, remount lights & interior well access hatch, install new conduit
- Cut & Cap water service @ 35 Walther Rd, Install new water service @ 70 Depot Rd west, 42 Indian Trail, 34 Blueberry Lane
- Prep leak detection equipment for 2018 leak detection program
- Check Iron removal @ Station 10 filter plant
- Backwash filters @ Bruce Cahoon Water Treatment Plant & Station 10 Filter Plant
- Woodard & Curran on site to address SCADA
- Calibrate Chlorine analyzers @ T3 & T11
- Reprogram influent cla-valve @ Lothrop booster station to extend valve closing time
- Check Static/pumping water levels @ Station 11
- Clean/Calibrate Cl2 analyzer @ Station T-1
- Scan & Catalog all water department easements
- Finish spring watermain flushing program
- Continued Grounds Maintenance
- Hydrant repair on Capt. Scott Rd.

Ongoing/Upcoming Items:

- BOWC Meeting 6/19/18 8:30am
- Building Maintenance @ Station 3
- Wireless Communications RFP prep
- FY19 Water Works Supply bid
- National Grid Crossover project bid preparation

Quick Stats

20	-5.92%	+11.03%
*Water Samples Taken	Weekly Change in Pumping	YTD Change in Pumping

*Off-season bacteria sampling is reduced to the first and last week of each month

Activities Last Week

Confirm Read	1	Repair/Replace Valve	1
Final Read	4	Service Repair	2
Large Meter Change	1	Site Visit	3
Meter Replacement	4	Troubleshoot	1
Meter Head Replacement	3	Turn On Service	2

Activities Statistics

	2017	2018WTD	2018YTD
Curb Stop Repair/Renewals	5	0	1
Final Read for Property Transfer	394	4	170
Frozen Water Meter/Services	2	0	26
Hydrant Maintenance/Repairs	1	0	1
Hydrant Installation/Replacement	2	0	3
Markouts	365	7	215
Meter Replacement	461	4	150
Meter Installation <i>new accounts</i>	39	0	14
Seasonal Turn On/Off	1126	0	575
Water Main Repairs	5	0	2
Water Service Installation <i>new</i>	40	0	9
Water Service Renewal	47	0	7
Service Repair/Site Visit <i>general</i>	194	17	257

**TOWN OF HARWICH
NOTICE OF VACANCIES ON VARIOUS TOWN BOARDS, COMMISSIONS
AND COMMITTEES**

The Board of Selectmen will give consideration to the appointment of members to the following Boards, Commissions and Committees:

Agricultural Commission (4 full, 1 alternate).....	4
Bikeways.....	3
Board of Appeals (Zoning).....	1
Building Code Board of Appeals.....	5
By Law Charter Review Committee.....	1
Community Preservation Committee	2
Cultural Council.....	1
Council on Aging.....	1
Harwich Accessibility Rights Committee.....	1
Harwich Housing Committee	1
Forest Committee.....	2
Golf Committee	2
Health Board	1
Historic District/Historical Commission (2 full – 2 alternate).....	4
Municipal Revenue and Economic Development Committee.....	5
Planning Board (1 full - 2 alternate)	3
Real Estate and Open Space	1
Traffic Safety Committee	2
Voter Information	1
Youth Services.....	2

Committee Vacancy Forms are available at the Selectmen’s Office,
732 Main Street, Harwich