

SELECT BOARD MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:00 P.M.

Regular Meeting 6:00 P.M.

Tuesday, January 16, 2024

Remote Participation Optional:

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/288429621>

You can also dial in using your phone.

Access Code: 288-429-621

United States: [+1 \(872\) 240-3311](tel:+18722403311)

**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

- A. Pursuant to MGL c. 30A §21(a)(7) to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements, the Open Meeting Law, MGL c. 30A §§ 22(f), (g) to review, approve and or discuss the possible release of executive session meeting minutes dated January 4, 2021; January 12, 2021; January 26, 2021; February 1, 2021; February 8, 2021; February 16, 2021; February 22, 2021; March 8, 2021; March 15, 2021; March 22, 2021; March 24, 2021; March 26, 2021; April 5, 2021; April 12, 2021; April 26, 2021; April 27, 2021; May 3, 2021; May 10, 2021; May 12, 2021; May 17, 2021; June 1, 2021; June 7, 2021; June 14, 2021; June 21, 2021; June 28, 2021; July 12, 2021; July 16, 2021; July 26, 2021; August 23, 2021; September 7, 2021; September 13, 2021; September 20, 2021; September 27, 2021; October 4, 2021; October 12, 2021; October 25, 2021; November 1, 2021; November 15, 2021; November 22, 2021; December 6, 2021; December 9, 2021; December 13, 2021; December 20, 2021; January 10, 2022; January 18, 2022; February 7, 2022; February 22, 2022; February 28, 2022; March 7, 2022; March 14, 2022; March 21, 2022; March 28, 2022; April 4, 2022; April 11, 2022; April 25, 2022; May 9, 2022; May 16, 2022; June 6, 2022; June 13, 2022; June 27, 2022; July 11, 2022; July 25, 2022; August 8, 2022; August 16, 2022; August 22, 2022; September 6, 2022; September 19, 2022; October 3, 2022; October 11, 2022 November 7, 2022
- B. Pursuant to MGL c. 30A, §21(a)(6) to consider the purchase, exchange, lease or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town; 62 Route 28, West Harwich
- C. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel: Town Administrator

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Next Select Board Meeting will be Monday, January 22, 2024

V. CONSENT AGENDA

- A. Approve Select Board Meeting Minutes for January 2, 2024
- B. Accept the resignation of Craig Chadwick, Planning Board, effective January 5, 2024
- C. Accept the resignation of Alan Hall, Conservation Commission, effective January 19, 2024

VI. NEW BUSINESS

- A. Discussion on authorizing the applicant to move forward with the Monomoy Regional School District Press Box project
- B. Vote to appoint a member of the Select Board to sit on the Harwich Affordable Housing Trust
- C. Discussion on Harwich Housing Committee charge; Votes may be taken
- D. Approve a Special Permit for a road race to be held on September 28, 2024 by Robert Hennemuth, 5K for the Children, starting at 1 Schoolhouse Road
- E. Approve a Special Permit for a one day wines and malt permit for Bernadette Waystack, event to be held at 204 Sisson Road on January 26, 2024, 5:00 p.m. to 7:00 p.m.
- F. Approve a 2024 Annual Class IV Auto Repair license renewal for Joseph Lang d/b/a All out Performance, 266 Queen Anne Road
- G. Approve the following 2024 Annual Common Victuallers license renewals:
 1. Brax Landing Restaurant Management d/b/a Brax Landing, 705 Route 28
 2. Capeside Kitchen LLC d/b/a Capeside Kitchen, 537 Route 28
- H. Approve the temporary closure of Blue Stripe, LLC d/b/a Cape Sea Grille, 31 Sea Street, closing the entire month of February

VII. OLD BUSINESS

- A. Discussion on fees related to all recreation programs charged to for-profit vs. non-profit entities

VIII. **CONTRACTS**

- A. Vote to approve a contract with Bulldog Fire Apparatus in the amount of \$349,358.00 for the purchase of a Utility Rescue Pumper
- B. Vote to approve and authorize the Chair to execute an Inter Municipal Agreement with Barnstable County for dredging at Round Cove in the amount of \$12 per cubic yard

IX. **TOWN ADMINISTRATOR'S REPORT**

X. **SELECT BOARD'S MEMBER REPORT**

XI. **CORRESPONDENCE**

XII. **ADJOURNMENT**

**Per the Attorney General's Office: The Select Board 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:

Danielle Freiner, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
January 11, 2024

CONSENT AGENDA

**MINUTES
SELECT BOARD MEETING
DONN B. GRIFFIN ROOM, TOWN HALL
732 MAIN STREET, HARWICH, MA
REGULAR MEETING 6:00 PM
EXECUTIVE SESSION TO FOLLOW
TUESDAY, JANUARY 2, 2024**

MEMBERS PARTICIPATING: Julie Kavanagh, Chair, Michael MacAskill, Vice Chair, Jeff Handler, Clerk and Don Howell

ALSO PARTICIPATING: Joseph Powers, Town Administrator

- I. CALL TO ORDER:** Ms Kavanagh called the meeting of the Select Board to order on Tuesday, January 2, 2024 at 6:00PM and read the Open Meeting Notice. She also noted that the Select Board will enter into Executive Session at the completion of the Regular Meeting.
- II. PLEDGE OF ALLEGIANCE:** Ms. Kavanagh invited all attendees to join in the Pledge of Allegiance.
- III. PUBLIC COMMENTS/ANNOUNCEMENTS**
 - A. Next Select Board Meeting will be Monday, January 8, 2024

Ms. Kavanagh announced the next Select Board meeting date and time.

Ms. Kavanagh read aloud a thank you card addressed to the Select Board, from the Harwich Preschool for the Support Grant that they received.

Mr. Handler announced that he will be setting the January and February Office Hour meeting schedules soon. Also, due to the positive response to previous meetings, he will be adding specific target groups for meetings. The potential initial groups include hospitality, small businesses, older population and parents of kids in the school system.

Elizabeth Harder, Harwich Delegate to the Barnstable County Assembly of Delegates was present and expressed the need to have a Harwich citizen on the Barnstable County Human Rights Advisory Council. She gave the contact information for any who may be interested.

Carolyn Carey, Community Center Director was present and announced the January events. All the information and the newsletter are on the Town's website.

January 2, 2024

IV. CONSENT AGENDA

A. Approve Select Board Meeting Minutes for:

1. December 4, 2023
2. December 11, 2023
3. December 18, 2023

B. Vote to approve the Assistant Town Administrator's recommendation to grant permission by VERIZON NEW ENGLAND INC and NSTAR ELECTRIC d/b/a EVERSOURCE ENERGY to place a new jointly owned pole-106/13.5-at #1552 Orleans-Harwich Rd. Route 39 Harwich, MA

Mr. Handler moved to vote to approve the Consent Agenda as presented, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

V. PUBLIC HEARING

A. Approve the Cranberry Valley Golf Course rates & fees adjustments as recommended by the Golf Director

Ms. Kavanagh noted that there will not be a Public Hearing on A. Cranberry Valley rates & fee adjustments, at this time. There will be a discussion tonight instead.

Roman Greer, Golf Director was unable to attend this meeting.

Mr. Handler commented that what he read is well put together. He has some questions.

Ms. Kavanagh also has questions for the Golf Director.

An update for this item will be on a future Agenda.

- VI.**
- A. Approve a 2024 Annual Innholders license renewal for Harwich Port Seafarer, Inc. d/b/a Mooncussers Tavern, 86 Sisson Road
 - B. Approve a 2024 Common Victuallers license renewal for The Stop & Shop #475, 111 Chatham Road
 - C. Discussion on a resolution supporting the Cape Cod Chamber of Commerce's proposal to create a Tourism Destination Marketing District (TDMD)
 - D. Approve a temporary closure of Ember Pizza from January 2, 2024 through January 28, 2024

Mr. Handler moved to approve:

January 2, 2024

- A. Approve a 2024 Annual Innholders license renewal for Harwich Port Seafarer, Inc. d/b/a Mooncussers Tavern, 86 Sisson Road
- B. Approve a 2024 Common Victuallers license renewal for The Stop & Shop #475, 111 Chatham Road and
- D. Approve a temporary closure of Ember Pizza from January 2, 2024 through January 28, 2024

Seconded by Mr. MacAskill.

Vote 4:0 in favor. Motion carried.

The Board discussed C. A resolution supporting the Cape Cod Chamber of Commerce's proposal to create a Tourism, Destination Marketing District (TDMD).

Paul Niedzwiecki, CEO of the Cape Cod Chamber of Commerce was present and gave a presentation explaining the proposed TDMD in detail, giving examples of the benefits and noting that there are 6 eligible properties in Harwich. . He also noted case studies showing the generation of activity and money. Mr. Niedzwiecki explained where and in what percentages the generated funds would be distributed. He gave a summary of what they have accomplished to this date. He also explained that they are now looking for town resolution, to create a district and give the hotels the opportunity to petition to form the district. He described next moves if the district is created.

Mr. Howell asked for the six eligible properties to be identified.

Cindi Williams, Director of the Harwich Chamber of Commerce was present and responded that the six properties are: A Beach Breeze Inn, Handkerchief Shoals, Inn on the Beach, Windstead, Wequassett and Pelham on Earle. Four of the six attended a meeting describing the TDMD and all that attended were in favor of the self assessment process.

Mr. MacAskill moved to approve a resolution supporting the Cape Cod Chamber of Commerce's proposal to create a Tourism Destination Marketing District (TDMD), seconded by Ms. Kavanagh.

Peter MacRegan of the Inn on the Beach was present and offered his thoughts and reservations to the TDMD specifically noting the additional tax. He asked a number of questions which Mr. Niedzwiecki answered.

Mr. Niedzwiecki responded with answers regarding the additional taxes. He also suggested that a representative specifically for the seasonal properties would be helpful as would money being directed to the seasonal businesses. He also answered questions from the Board regarding an Annual Report and the ability to dissolve the district if needed.

January 2, 2024

Mr. Howell expressed concern about the Air B&B's and Vrbo and how they may benefit from this without carrying the same burdens as hotels. He also noted that an email from Wequasset urged the Select Board to support the TDMD.

Ms. Williams read an email from the Beach Breeze Inn which expressed their support for the TDMD.

Vote 4:0 in favor. Motion carried.

VII. OLD BUSINESS

A. Discussion on the Intermunicipal Agreement with Cape Cod Regional Technical High School for the bog at 374 Main Street

Ms. Kavanagh thanked Mr. MacAskill for his work and help on this item.

Mr. MacAskill thanked Leo Cakounes for bringing this forward, Bob Sanborn from the Tech School for his support and the Conservation Commission for their patience and support. If this moves forward, the school has voted to allow Mr. Sanborn to execute the document.

Mr. Howell expressed his support and noted that this preserves that property.

Mr. Handler also thanked Mr. MacAskill for his work.

Mr. MacAskill moved to approve the Intermunicipal Agreement with Cape Cod Regional Technical High School for the bog at 374 Main Street, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

B. Discussion regarding a Human Resources position to be added by vote at Annual Town Meeting May 2024

Ms. Kavanagh noted that the description of the position is in the packet.

Discussion followed including possibly having to change the Charter in the future. The wording, "in collaboration with the Select Board through the Town Administrator" was discussed.

Mr. Powers responded, when asked, that he is comfortable with that wording and gave his reasons, specifically that the Administrator works for the Board.

Mr. MacAskill's question is that, if they have a reporting mechanism to the Select Board on a problem on a higher level, shouldn't they have a Charter change allowing that collaboration?

January 2, 2024

Ms. Kavanagh gave a description of the many benefits to filling a HR position and why she would like it to go forward now.

Mr. MacAskill emphasized that they are not hiring this Human Resource person to fix what people in the public are saying, that people have no where to go to complain about Administration or the Board. He feels a Charter change is needed.

Elizabeth Harder expressed her opinion and gave reasons why she does not think it requires a Charter change.

Discussion followed regarding the procedure and time line to make a Charter change.

Mr. MacAskill noted that the Assistant Town Administrator's job description includes HR and he would like to see a draft of a new job description for the ATA. He would also like to start the process to change the Charter.

Mr. Howell moved to ask the Charter By-law Committee to develop language that supports the Human Resource Director reporting to the Select Board as well as the Town Administrator , seconded by Mr. MacAskill.

Vote 4:0 in favor. Motion carried.

VIII. CONTRACTS

A. Vote to approve a contract with Rise Engineering in the amount of \$140,595.00 to replace the air conditioning unit at the Community Center

Ms. Kavanagh moved to approve the contract as presented, seconded by Mr. MacAskill.

Mark Kelleher of Harwich was present and suggested possibly getting a second bid for the job.

Mr. Powers responded that the procurement before the Board comports with best practices of the Commonwealth.

Vote 4:0 in favor Motion carried.

B. Vote to sign the Quitclaim Deed for 276 Queen Ann Road

Ms. Kavanagh moved to vote to sign the Quitclaim Deed for 276 Queen Ann Road, seconded by Mr. Handler.

Vote 4:0 in favor. Motion carried.

IX. TOWN ADMINISTRATOR'S REPORT

January 2, 2024

Mr. Powers announced a promotion of Michael Ramirez to Heavy Equipment Operator and also that Jonathan Winslow has been appointed to an open vacancy for Heavy Equipment Operator. He also noted a contract related to the Herring River Ecological Study. The contract is for \$72,6490 and is awarded to TRC Environmental Corporation.

X. SELECT BOARD'S MEMBER REPORT

None

XI. CORRESPONDENCE

None

No adjournment at this time as the Board moved into Executive Session.

XII. EXECUTIVE SESSION

A. Pursuant to MGL c. 30A, s21(a)(6) to consider the purchase, exchange, lease or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town, 62 Route 28, West Harwich

B. Pursuant to MGL c. 30A s21(a)(7) to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements, the Open Meeting Law, MGL c. 30A ss 22(f)(g) to review, approve and or discuss the possible release of executive session meeting minutes dated April 18, 2023, May 22, 2023 and May 30, 2023

C. Pursuant to G.L. c. 30A, sec 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel: Town Administrator

XIII. ADJOURNMENT

Recorded in Executive Session

Respectfully submitted,

Judi Moldstad
Board Secretary

January 2, 2024

CRAIG S. CHADWICK



TOWN CLERK
BARNSTABLE, MA
2024 JAN -3 P 2:37

Attn: Chairperson Kavanaugh and members of the Select Board

Courtesy copy to Joe Powers, Town Administrator.

✓Courtesy copy to Emily Mitchell, Town Clerk

It is with the deepest regret that I'm tendering my resignation from The Planning Board, effective at close of business on Friday Jan 5, 2024. As some of you may know, I have recently been dealing with a serious medical issue that often requires me to visit/and have procedures done at MGH in Boston. This has severely impacted my ability to attend meetings on a consistent basis.

I am saddened by my decision, as I thoroughly enjoyed my time serving on the Board, and wanted to thank you for giving me the opportunity to serve the town.

Warm Regards,

A handwritten signature in cursive script that reads "Craig".

Craig S. Chadwick

Emily Mitchell

From: Contact form at harwichma <cmsmailer@civicplus.com>
Sent: Thursday, January 4, 2024 4:56 PM
To: Emily Mitchell
Subject: [harwichma] Resignation from Conservation Commission (Sent by Alan J. Hall, [REDACTED])

RECEIVED
TOWN CLERK
HARWICH, MA

2024 JAN -5 A 9:11

Hello emitchell,

Alan J. Hall ([REDACTED]) has sent you a message via your contact form (<https://www.harwich-ma.gov/users/emitchell/contact>) at harwichma.

If you don't want to receive such e-mails, you can change your settings at <https://www.harwich-ma.gov/user/561/edit>.

Message:

Good afternoon Ms. Emily Mitchell,
Please accept my letter of resignation from the Harwich Conservation Commission effective Friday January 19, 2024. It has been great experience and I appreciate the opportunity. I would like to thank the Commission members and Amy Usowski for sharing this experience with me.

I will continue to be involved and participate as needed as a citizen of the Town of Harwich.

Best,

Alan J. Hall

North Harwich

NEW BUSINESS



TOWN OF HARWICH MASSACHUSETTS

Published on *harwichma* (<https://www.harwich-ma.gov>)

[Home](#) > [Boards & Committees](#) > [Community Preservation Committee](#) > [2023 Community Preservation Act Project Funding Request](#) > [Webform results](#) > [2023 Community Preservation Act Project Funding Request](#)

Submission information

Form: [2023 Community Preservation Act Project Funding Request](#) [1]
Submitted by Anonymous (not verified)
September 16, 2023 - 1:51pm
73.219.112.30

Acknowledge receipt of Informational Packet

I have received and read the Informational Packet linked to above

Project Title

Monomoy Regional School District Press Box Project

Amount Requested

\$100,000

Project Description

Monomoy Regional High School's All Sports Booster Club, with the support of the Monomoy school district, is spearheading a fundraising effort to build a press box at our stadium turf field. The Booster Club is in charge of the project from fundraising to the final build. Upon completion of the build, the press box will become property of Monomoy Regional School District. All future maintenance will be absorbed within the Monomoy Regional School District's operating budget.

Estimated Start Date

July 1, 2024

Estimated Completion Date

December 31, 2025

Three years from the release of funds (July 2024) funds may be rescinded automatically; waivers may be sought.

Applicant Name

Michelle Claire Canto

Organization

Monomoy All Sports Boosters Club

Mailing Address

75 Oak Street

Phone

508-776-9017

Applicant Email

boosterclub@monomoy.edu

Project Manager

TBD

Mailing Address

75 Oak Street

Phone

5084307200

Project Manager Email

kguillemette@monomoy.edu

Alternate Contact

Karen Guillemette

Mailing Address

75 Oak Street

Phone

5084307200

Alternate Email

kguillemette@monomoy.edu

Please choose the correct category or categories for your project, below, according to the following definitions:

Open Space: This application is for the “acquisition, preservation, rehabilitation and/or preservation of open space”.

Historic: This application is for the “acquisition, preservation, rehabilitation and/or restoration of historic resources”. Please provide the date on which the HDHC reviewed and endorsed this application.

Community Housing: This application is for the “acquisition, creation, preservation and/or

support of community housing”.

Recreation: This application is for the “acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use”.

Please refer to the Informational Packet linked to at the start of the application process for detailed explanation of the CPA funding Categories.

CPA Category

Recreation

How does this project fit into Harwich’s Local Comprehensive Plan and/or other Plan?

This application is for the “acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use.” The press box will give the athletic events the capability to commentate, and film the activities at the field. The addition of the new press box will add a more interactive experience for the young athletes from both Harwich & Chatham as well as many athletes from around the Cape.

How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? If not, why?

Monomoy Regional High School serves approximately 625 students in grades 8-12 from the towns of Chatham and Harwich. This regional high school opened in September 2014. All the athletic teams from Harwich High School and Chatham High School began competing cooperatively as the Monomoy Sharks in Fall 2012. Monomoy offers 20 interscholastic athletic teams along with multiple club and intramural teams. Monomoy is a member of the Cape & Islands League and is affiliated with the Massachusetts Interscholastic Athletic Association. The success of this project will be measured in the anticipated increase for use of the field. The Monomoy Booster Club hopes that this improvement will help maintain and help boost future participation in the youth and high school sports program for years to come.

Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering, and attach documentation of their review:

Monomoy Regional High School’s All Sports Booster Club is in charge of the project from fundraising to the final build.

The Monomoy Regional Office will help put this project out to bid. Upon completion of the build, the press box will become property of Monomoy Regional School District. All future maintenance will be absorbed within the Monomoy Regional School District’s operating budget.

Please list any documentation to be forthcoming and reason for delay.

PROJECT BUDGET: Attach a dated and detailed line item project budget estimate for your funding request. If the request involves a Town-owned asset, provide the project’s projected

operating expenses, including maintenance.

COST ESTIMATE: Attach a cost estimate or firm quote (if available) for this project.

\$ 210,700

LAND and/or BUILDING ACQUISITION PROJECTS: The following must also be submitted, as applicable:

- Surveys and/or plot plans for the property
- Appraisals and agreements (if not available then submit by December 1, 2023)
- Name of present owner and attach copy of deed conveying property unto present owner.
- Property address, Harwich Assessor's property identification (Map#, Parcel #).
- For proposed Open Space land purchases, be prepared to discuss public access with the Committee.

Please upload any additional application material here. Material must be in up to three (3) Portable Document Format (pdf) files, not to exceed 5MB each.

Any files exceeding 5MB must be submitted on a USB memory stick with hardcopy submission.

Upload file

[45101September 16 2023 - 151pm.pdf](#) [2]

Upload file

[45101September 16 2023 - 151pm.pdf](#) [3]

Upload file

By signing below, the Applicant represents and warrants that all the information included is true and correct to the best of the signer's knowledge and belief. Further, the Applicant acknowledges in the event that the Community Preservation Committee agrees to grant funds to Applicant (and subject to Town Meeting approval), this application together with any Terms and Conditions shall constitute a binding agreement, between the Applicant and the Community Preservation Committee. Further, Applicant acknowledges and agrees to execute any additional grant agreements should the Community Preservation Committee so request.

ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Submission Date September 16, 2023 - 1:49pm

Full Name Michelle C. Canto

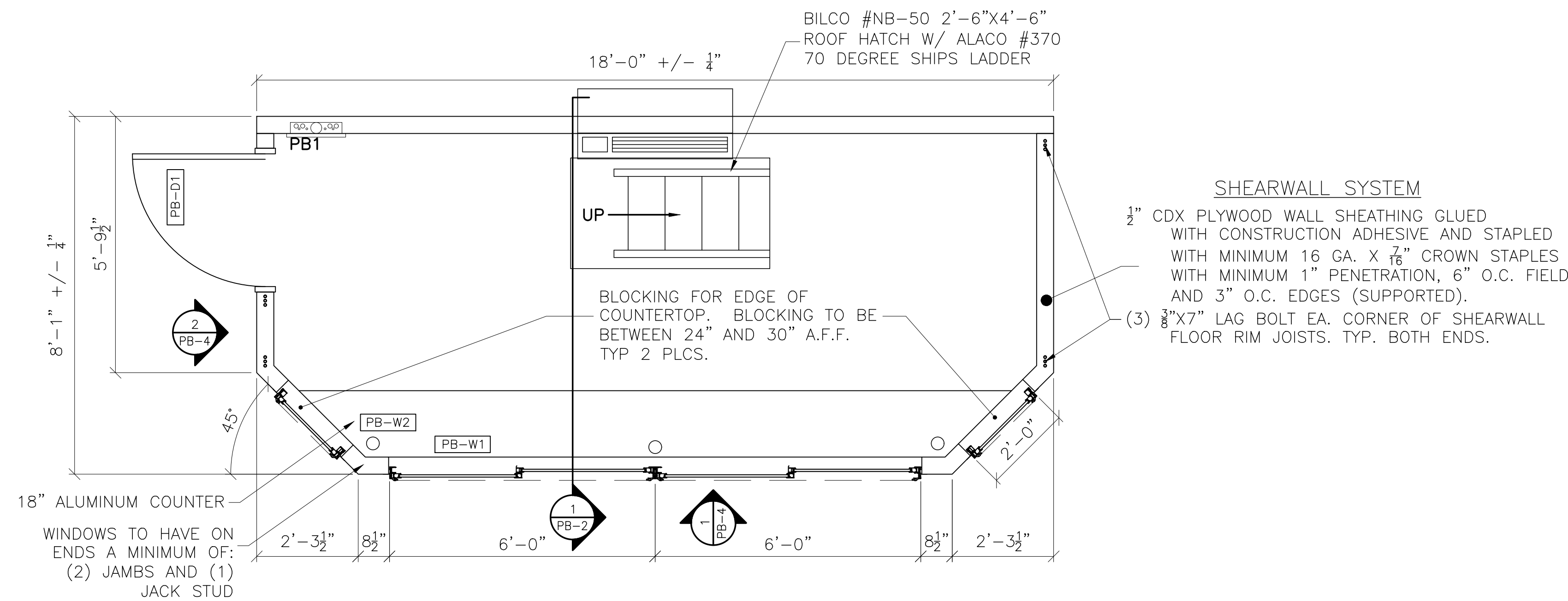
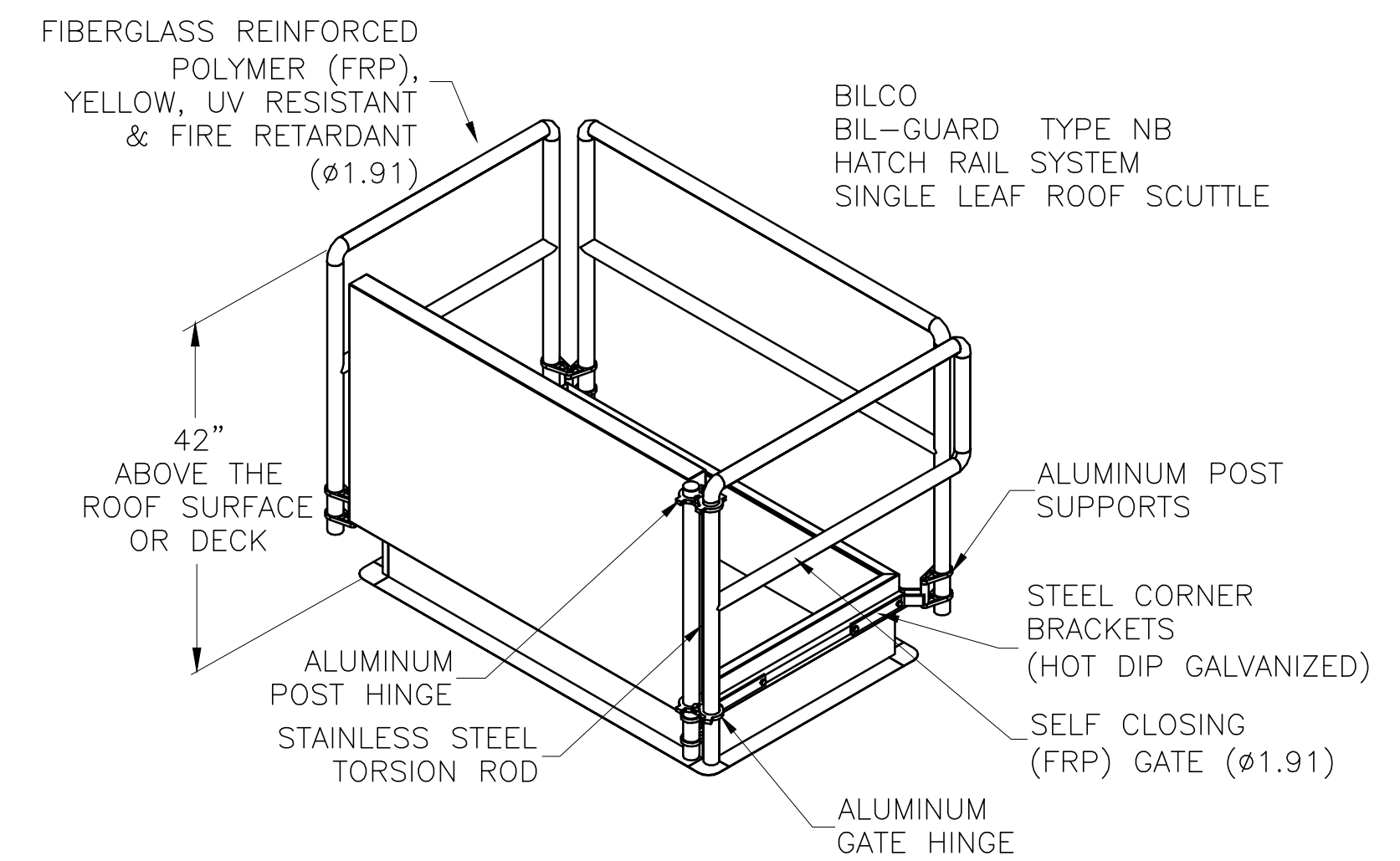
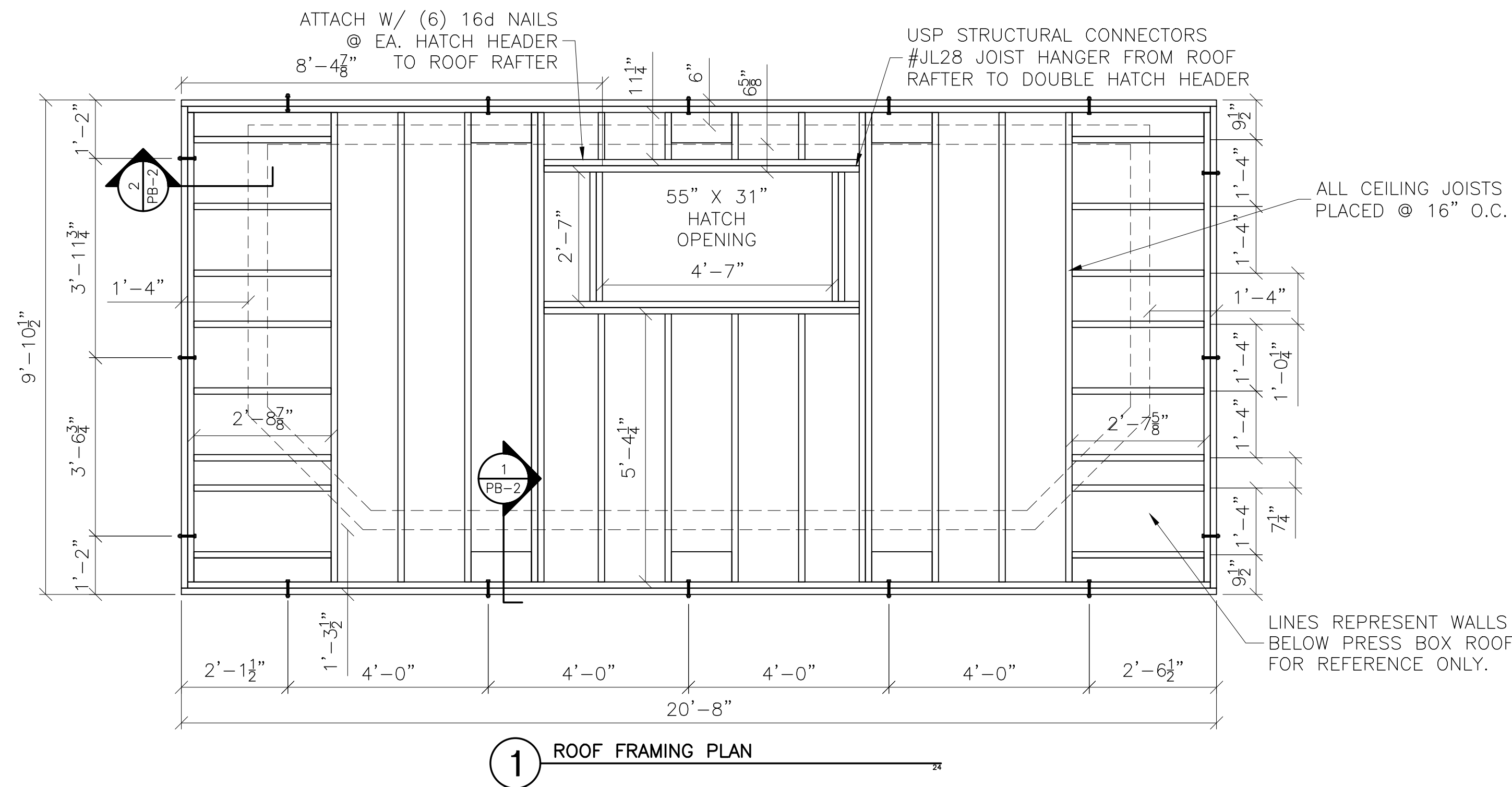
Title Monomoy All Sports Booster Club Secretary

Signature: _____ **Date:** _____

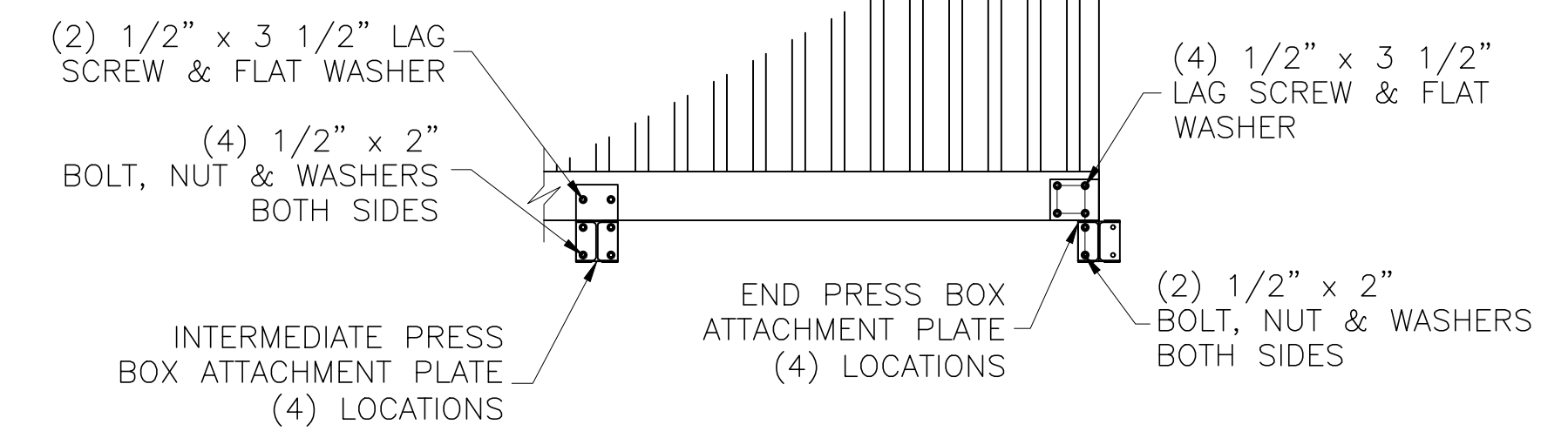
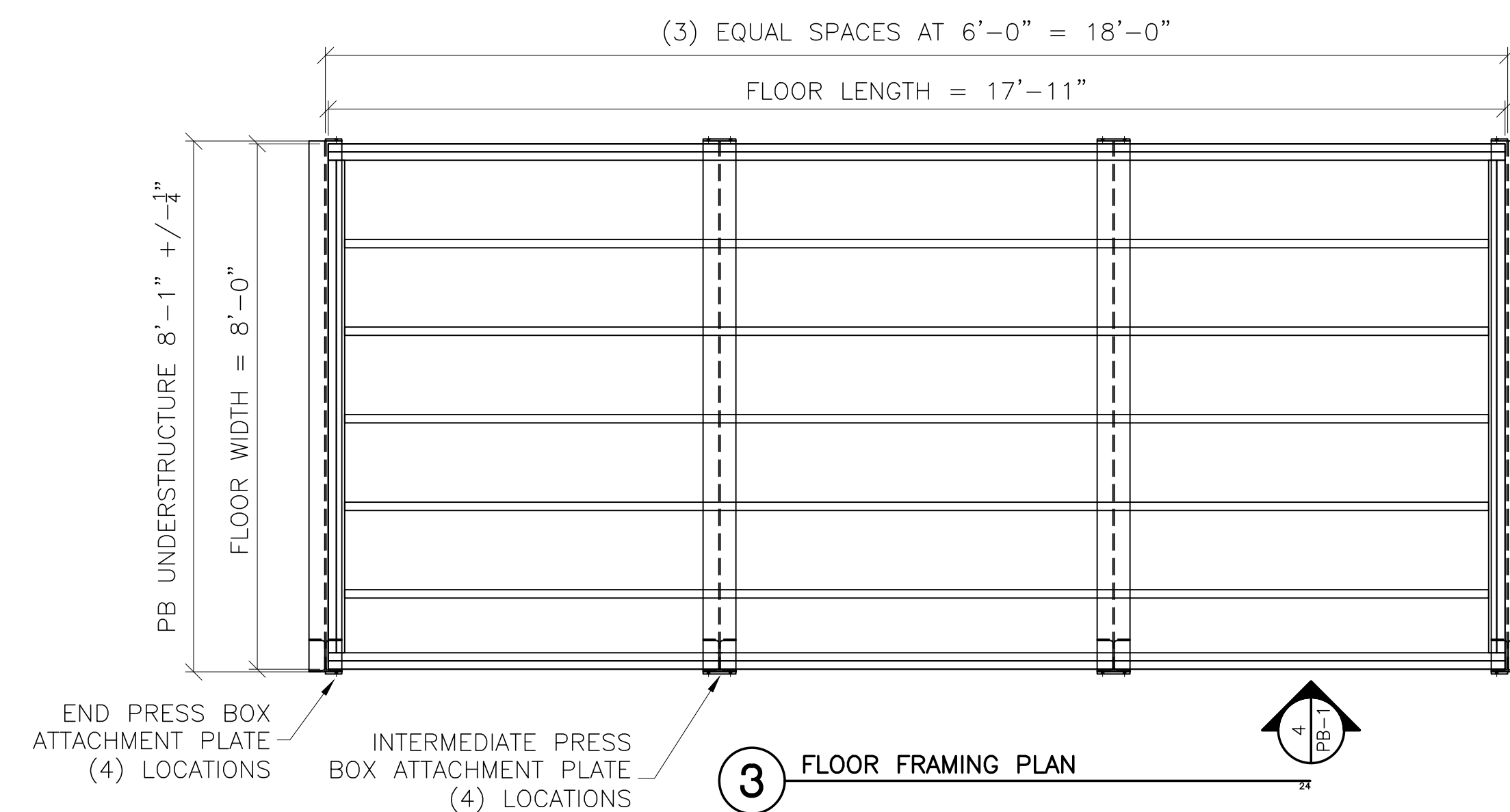
Source URL:<https://www.harwich-ma.gov/node/330511/submission/45101>

Links

[1] <https://www.harwich-ma.gov/community-preservation-committee/webforms/2023-community-preservation-act-project-funding-request> [2] <https://www.harwich-ma.gov/system/files/webform/45101September%2016%202023%20-%20151pm.pdf> [3] https://www.harwich-ma.gov/system/files/webform/45101September%2016%202023%20-%20151pm_1.pdf



SHEARWALL SYSTEM
 1/2" CDX PLYWOOD WALL SHEATHING GLUED WITH CONSTRUCTION ADHESIVE AND STAPLED WITH MINIMUM 16 GA. X 7/16" CROWN STAPLES WITH MINIMUM 1" PENETRATION, 6" O.C. FIELD AND 3" O.C. EDGES (SUPPORTED).
 (3) 3/8"x7" LAG BOLT EA. CORNER OF SHEARWALL FLOOR RIM JOISTS. TYP. BOTH ENDS.



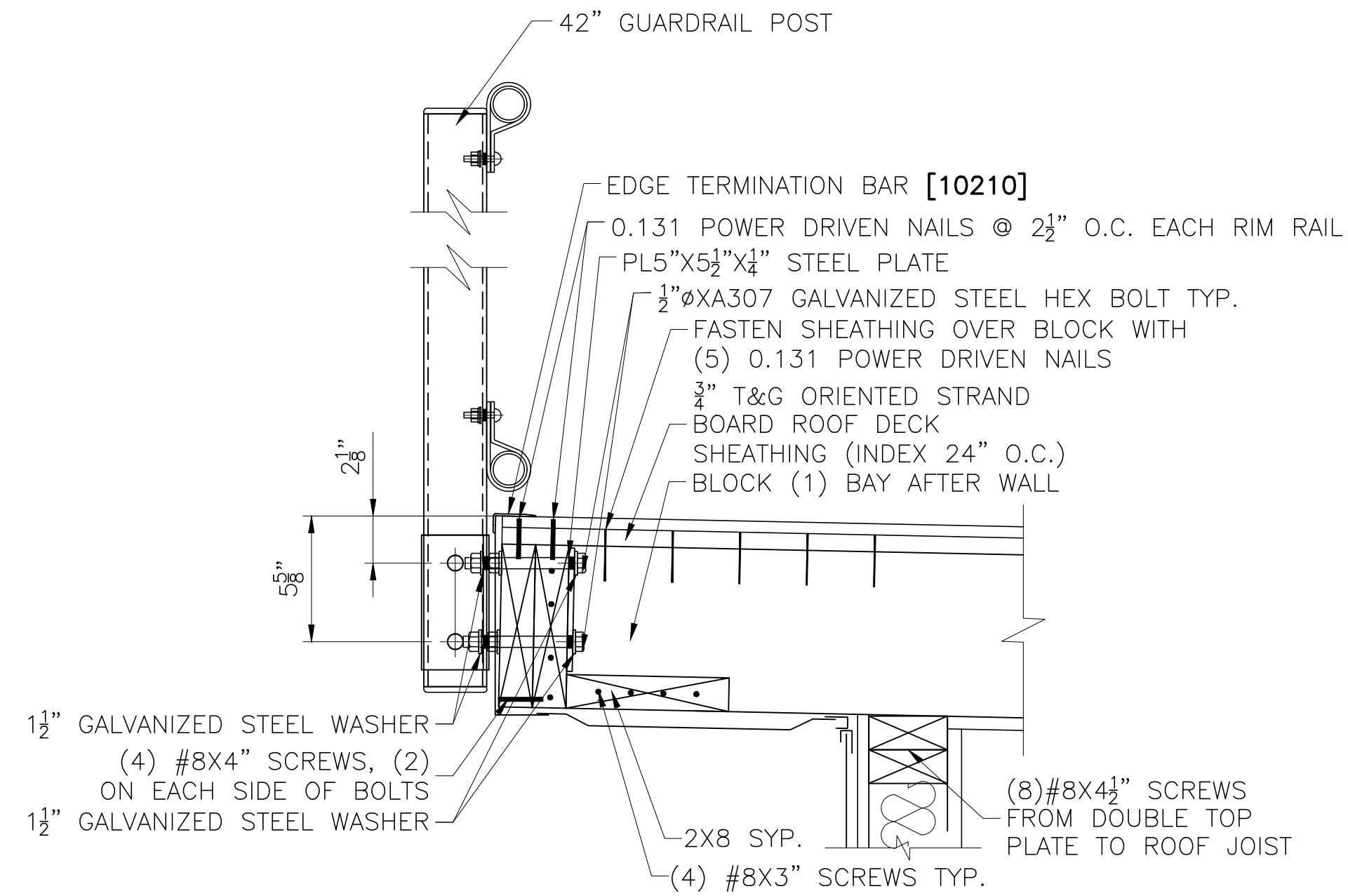
NOTE: SPLICES (IF ANY) IN FLOOR JOISTS SHALL BE STAGGERED A MINIMUM OF 24" BETWEEN ADJACENT JOIST.

PROJECT NAME:
 MONOMOY REGIONAL H.S.
 HARWICH, MA
 48389

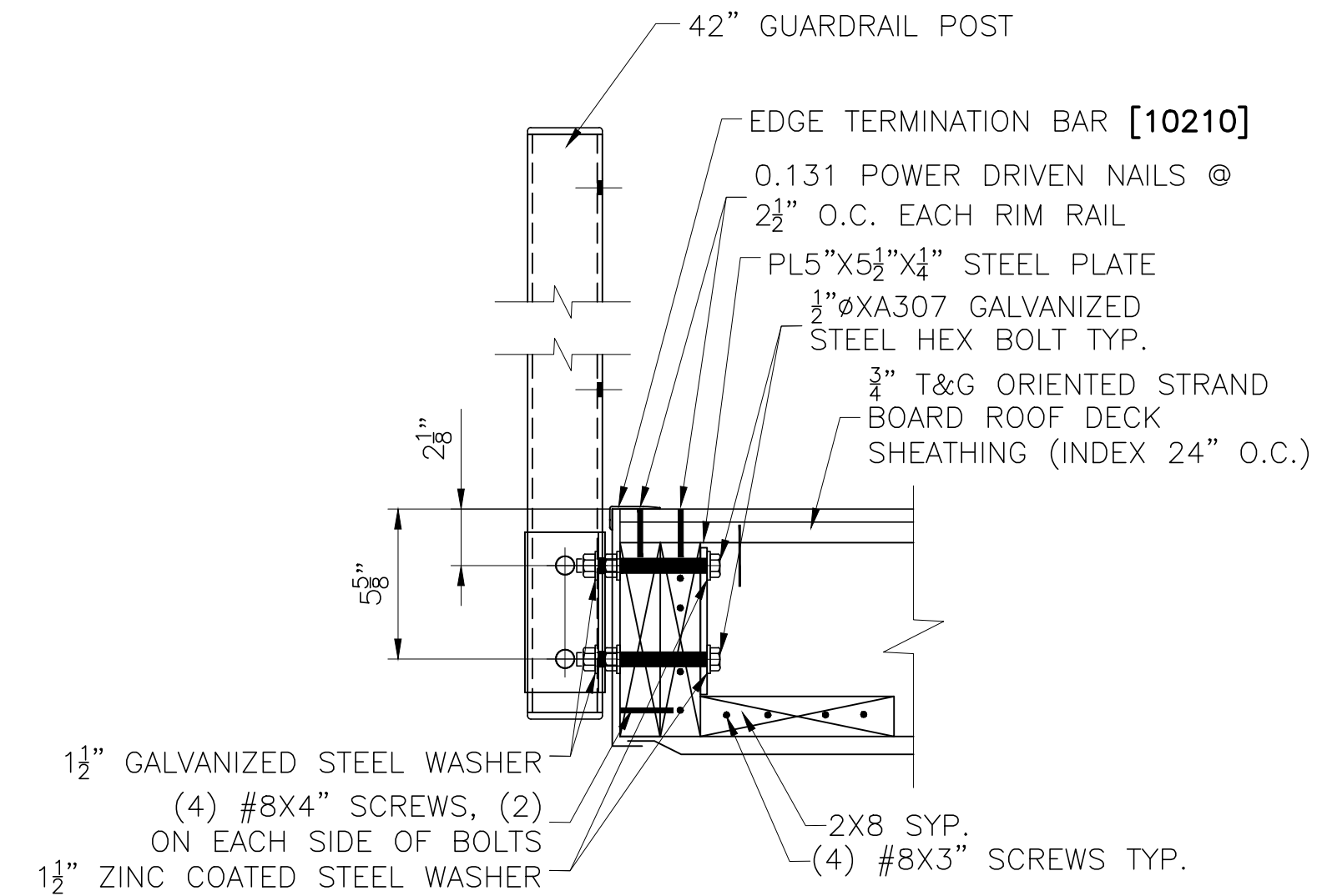
DANT CLAYTON CORPORATION
 1163 ALGONQUIN PARKWAY
 LOUISVILLE, KY 40208
 Telephone (502) 634-3626
 WWW.DANTCLAYTON.COM

REV. NO.	DATE	DESCRIPTION	INITIALS	ECO NUMBER
A				
B				
C				
D				
E				

SHEET NUMBER
PB-1
 PART NUMBER
 0278952
 278952



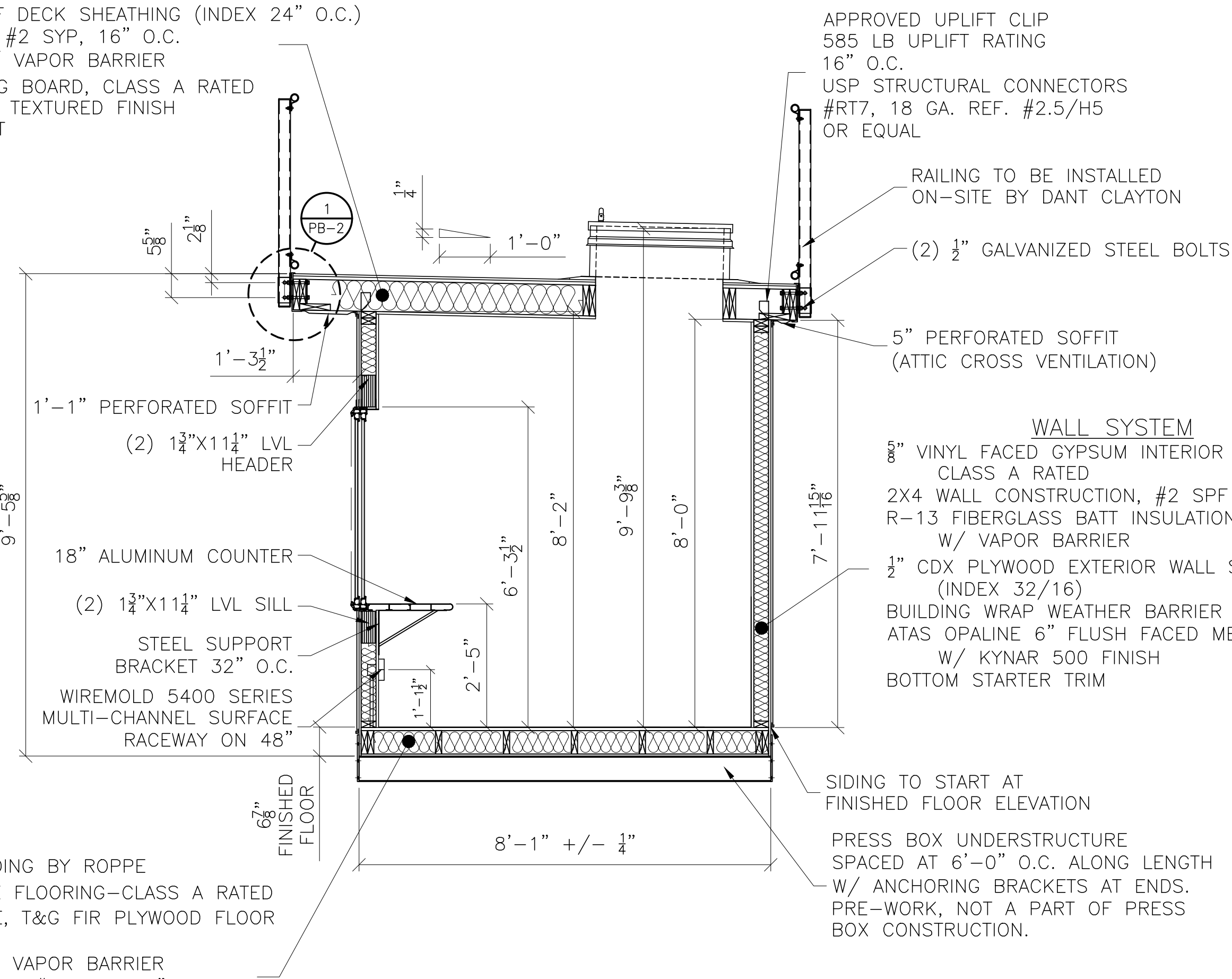
1 GUARDRAL CONNECTION DETAIL
 @ FRONT OF PRESS BOX



2 GUARDRAL CONNECTION DETAIL
 @ SIDES OF PRESS BOX

ROOFING SYSTEM

- DECKING .060 POLYESTER REINFORCED SKID AND SPIKE RESISTANT PVC MEMBRANE FULLY ADHERED
- 3/4" T&G ORIENTED STRAND BOARD ROOF DECK SHEATHING (INDEX 24" O.C.)
- 2X8 TRANSVERSE ROOF JOIST SYSTEM, #2 SYP, 16" O.C.
- R-21 FIBERGLASS BATT INSULATION W/ VAPOR BARRIER
- 5/8" TYPE-X FIRE RATED GYPSUM CEILING BOARD, CLASS A RATED -TAPED AND BEDDED WITH SPRAY TEXTURED FINISH
- MASTIC FASCIA AND PERFORATED SOFFIT (CONTINUOUS AROUND PERIMETER)



3 SECTION THRU PRESS BOX

ROOF IS NOT OCCUPIED BY THE PUBLIC IT IS FOR OFFICIAL USE ONLY

SHIPS LADDER IS FOR ACCESS TO NON-OCCUPIED SPACE.

FLOORING SYSTEM

- 4" THERMOPLASTIC RUBBER BASE MOLDING BY ROPPE
- ARMSTRONG VINYL COMPOSITION TILE FLOORING-CLASS A RATED
- 3/4" STURDIFLOOR, UNDERLAYMENT GRADE, T&G FIR PLYWOOD FLOOR DECKING (INDEX 24" O.C.)
- R-21 FIBERGLASS BATT INSULATION W/ VAPOR BARRIER
- 2X6 LONGITUDINAL FLOOR CONSTRUCTION, #2 SYP, .16" O.C. (SPliced 16'-0" O.C. AND STAGGERED)
- 1/2" PLYWOOD UNDERBELLY (INDEX 32/16) W/ CONTINUOUS VENT 96" O.C. (MIN. 2) (PAINTED INDUSTRIAL GRADE ASPHALT BASED BLACK)

- APPROVED UPLIFT CLIP 585 LB UPLIFT RATING 16" O.C.
- USP STRUCTURAL CONNECTORS #RT7, 18 GA. REF. #2.5/H5 OR EQUAL

- RAILING TO BE INSTALLED ON-SITE BY DANT CLAYTON
- (2) 1/2" GALVANIZED STEEL BOLTS

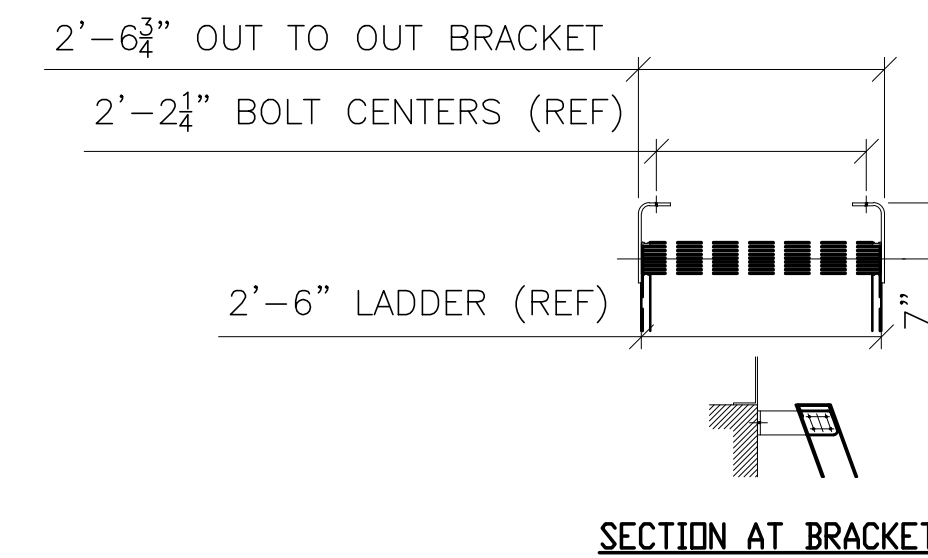
- 5" PERFORATED SOFFIT (ATTIC CROSS VENTILATION)

WALL SYSTEM

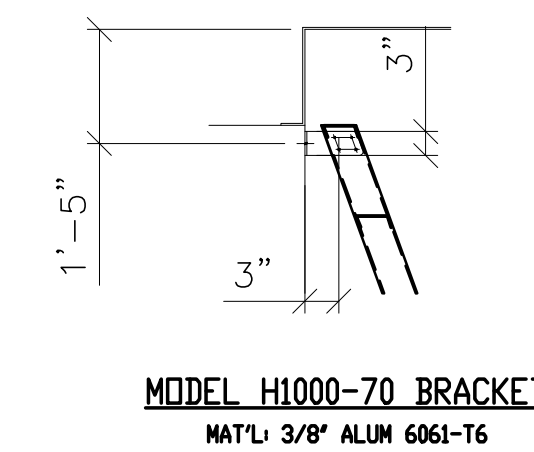
- 5/8" VINYL FACED GYPSUM INTERIOR WALL PANELS CLASS A RATED
- 2X4 WALL CONSTRUCTION, #2 SPF OR BETTER, 16" O.C.
- R-13 FIBERGLASS BATT INSULATION W/ VAPOR BARRIER
- 1/2" CDX PLYWOOD EXTERIOR WALL SHEATHING (INDEX 32/16)
- BUILDING WRAP WEATHER BARRIER ATAS OPALINE 6" FLUSH FACED METAL PANEL W/ KYNAR 500 FINISH
- BOTTOM STARTER TRIM

- SIDING TO START AT FINISHED FLOOR ELEVATION

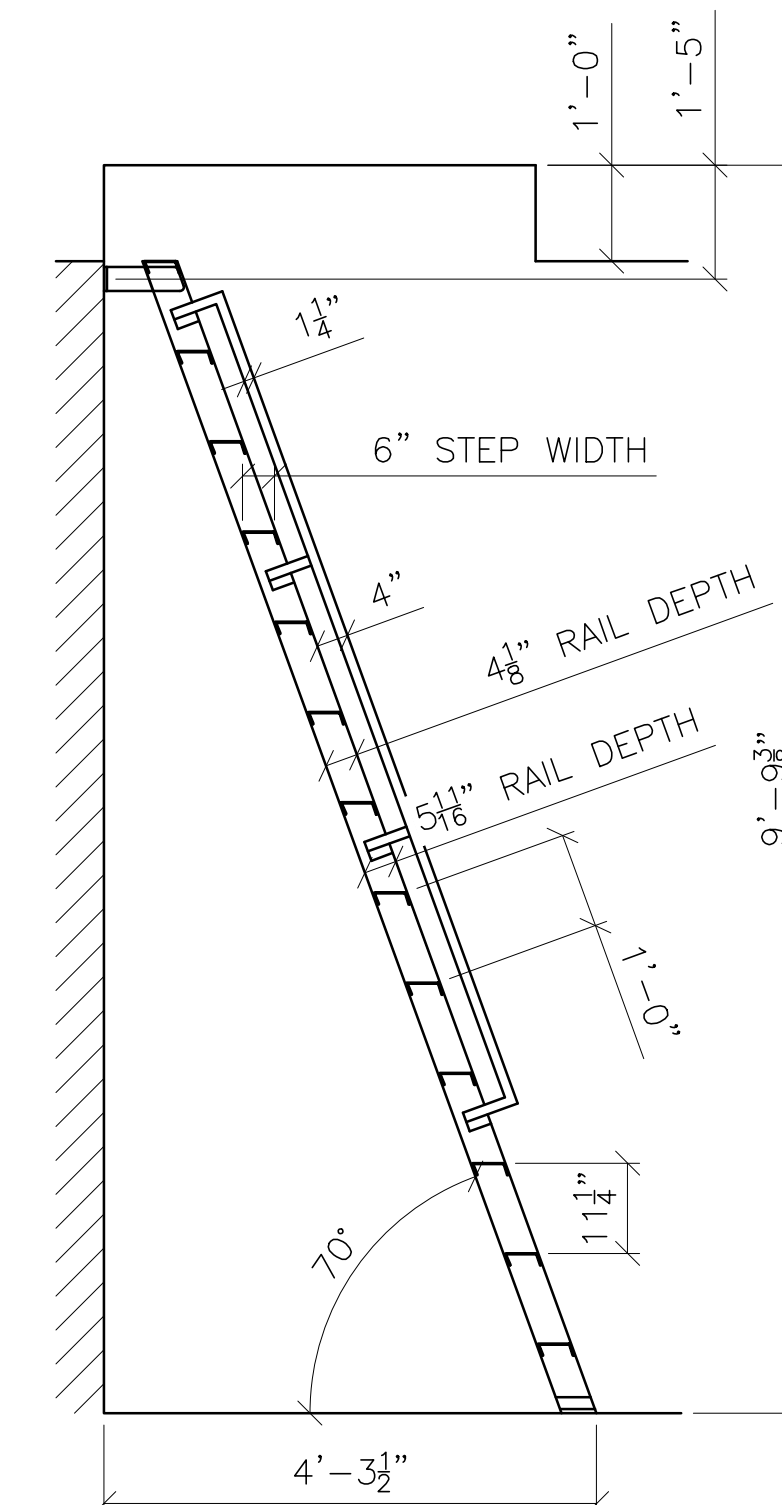
- PRESS BOX UNDERSTRUCTURE SPACED AT 6'-0" O.C. ALONG LENGTH W/ ANCHORING BRACKETS AT ENDS. PRE-WORK, NOT A PART OF PRESS BOX CONSTRUCTION.



SECTION AT BRACKET



MODEL H1000-70 BRACKET
 MAT'L: 3/8" ALUM 6061-T6



4 70° SHIPS LADDER DETAIL

PROJECT NAME:
 TRINITY COLLEGE SOFTBALL
 HARTFORD, CT
 47985

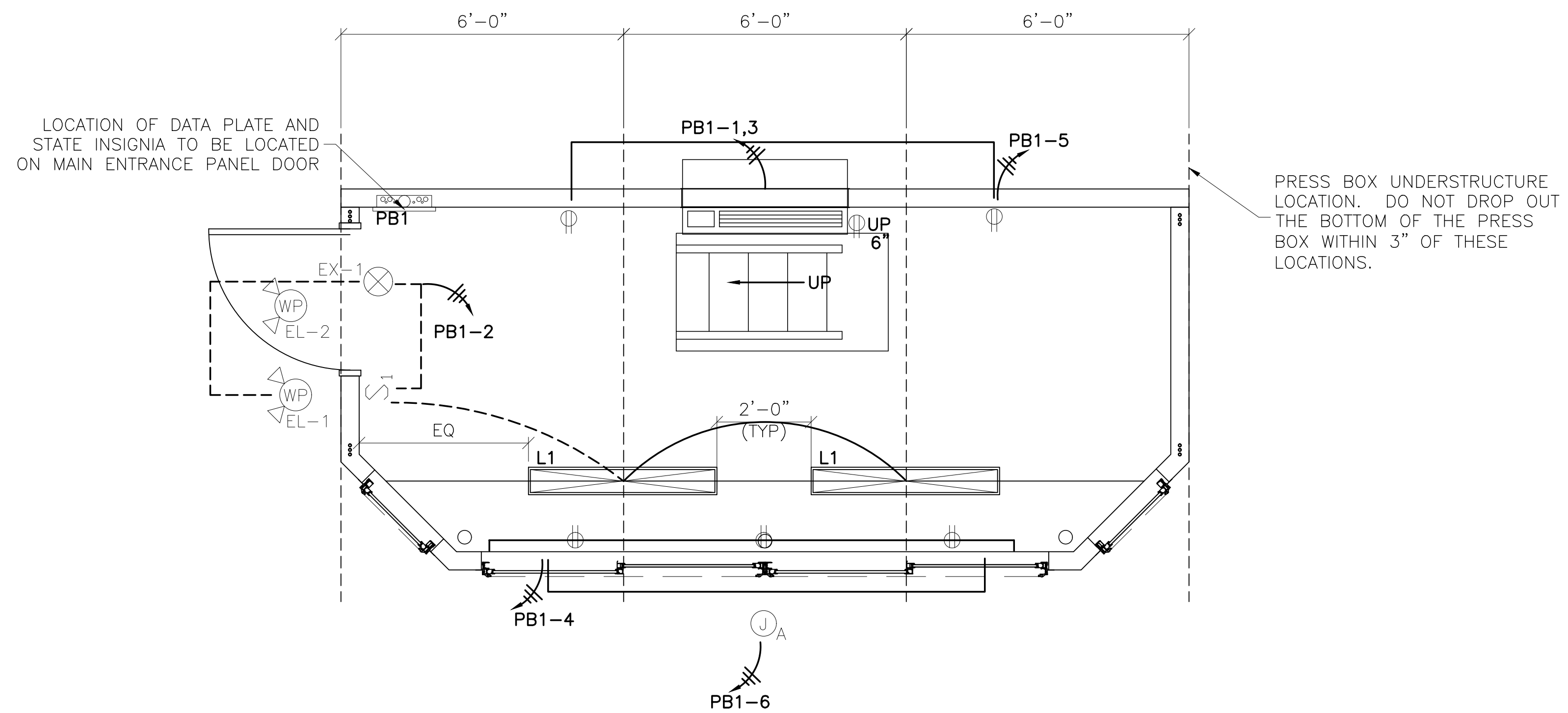
DANT CLAYTON CORPORATION
 1163 ALGONQUIN PARKWAY
 LOUISVILLE, KY 40208
 Telephone (502) 634-3626
 WWW.DANTCLAYTON.COM

REV.	DATE	DESCRIPTION	INITIALS	ECO NUMBER
A				
B				
C				
D				
E				

SHEET NUMBER
PB-2

PART NUMBER
 0277333

277333



ELECTRICAL PLAN
SCALE: 1/2"=1'-0"

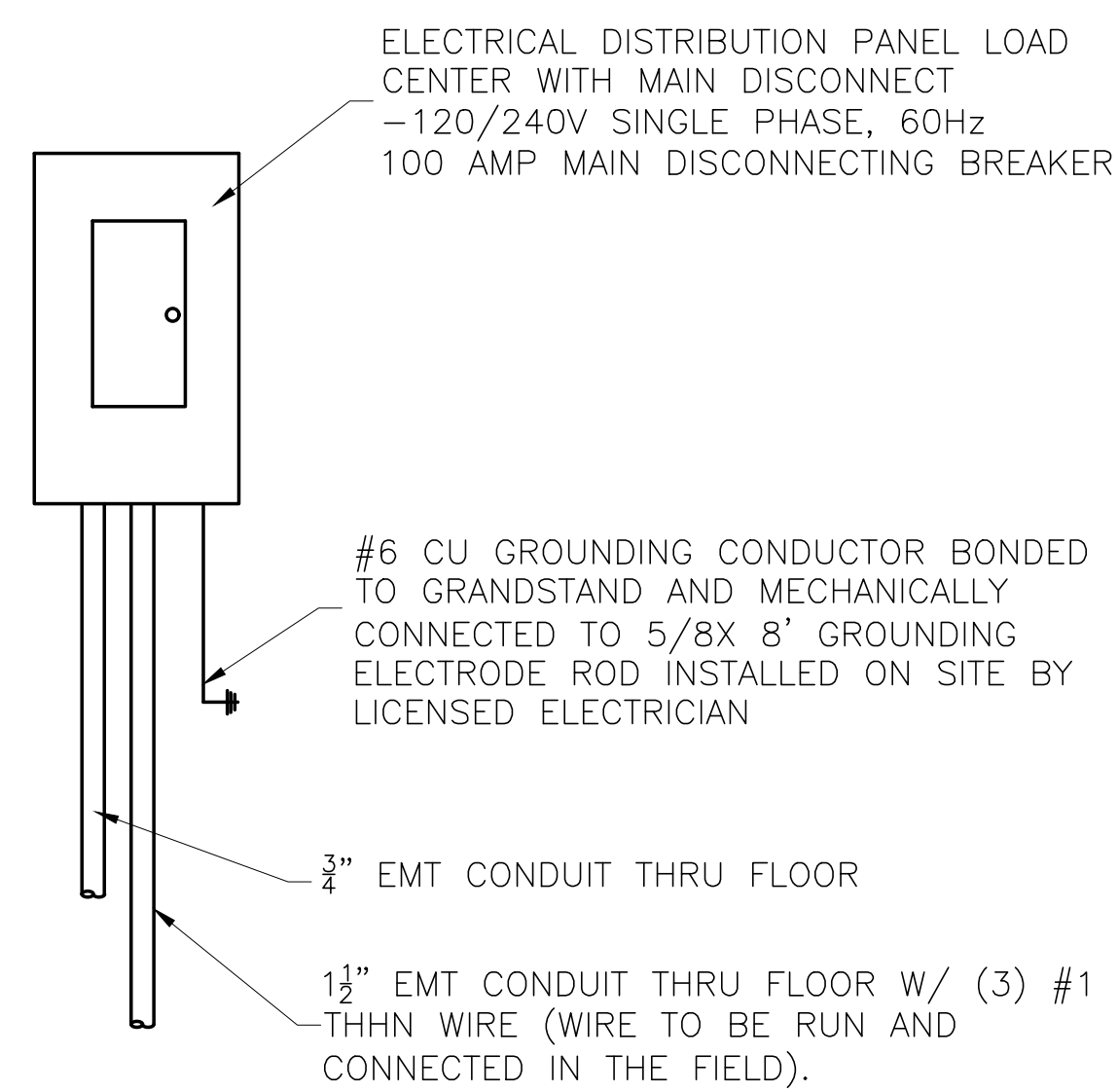
LOCATION OF DATA PLATE AND STATE INSIGNIA TO BE LOCATED ON MAIN ENTRANCE PANEL DOOR

PRESS BOX UNDERSTRUCTURE LOCATION. DO NOT DROP OUT THE BOTTOM OF THE PRESS BOX WITHIN 3" OF THESE LOCATIONS.

- NOTES:
- 1) THE UTILITY METER BASE & FEEDER SYSTEM TO BE PROVIDED BY OTHERS ON SITE, UNDER THE AUTHORITY OF THE LOCAL JURISDICTIONS.
 - 2) CONNECTION OF ELECTRICAL SERVICE TO BE PERFORMED BY A LICENSED ELECTRICIAN. (BY OTHERS)
 - 3) ALL NUMBERS ON ELECTRICAL CIRCUITS DESIGNATE FEED SIDE OF CIRCUIT.
 - 4) ALL BRANCH CIRCUIT WIRING TO BE ENCASED IN THIN WALL EMT CONDUIT-MIN 12 THHN WIRE OR MC CABLE.

PANEL PB1

DESCRIPTION: 120/240V SINGLE PHASE, 60Hz 100 AMP MAIN DISCONNECTING BREAKER											
FEEDER SIZE: #3/0 COPPER W/ #4 GRND											
FED FROM:											
CKT	DESCRIPTION	BKR	PL	WIRE	WATTS	WATTS	WIRE	PL	BKR	DESCRIPTION	CKT
1						544	12	1	20	PRESS BOX LIGHTING	2
3	ZONELINE HVAC	20	2	12	3500	900	12	1	20	PRESS BOX WIRE-MOLD	4
5	PRESS BOX GENERAL RECEPT.	20	1	12	360	1920	12	1	20	ROOFTOP RECEPTACLE	6
7	SPARE	20	1					1	20	SPARE	8
9	SPARE	20	1					1	20	SPARE	10
11	SPARE	20	1					1	20	SPARE	12
					3860	3364	WATTS				
TOTAL WATTS: 7,224											
TOTAL AMPS: 30.01											



PANEL ELEVATION
SCALE: NTS

SYMBOL	DESCRIPTION
L1	(2) 4' LINEAR LED LIGHT WITH PARABOLIC DIFFUSERS (17 WATT)
	ELECTRICAL DISTRIBUTION LOAD CENTER W/ MAIN DISCONNECT-120/240V. SINGLE PHASE, 100 AMP CAPACITY, SQ. 'D' #00124M100 W/ (1) 1 1/2" CONDUIT THRU FLOOR--100 AMP CAPACITY W/ (1) 3/4" CONDUIT THRU FLOOR
S ₁	PASS & SEYMOUR #870 SPEC. GRADE, GROUNDING TYPE, SWITCH
EX-1	MORRIS SQUARE HEAD LED COMBO EXIT/EMERGENCY LIGHT. PRODUCT #73442
⊕	PASS & SEYMOUR CR20 SPEC. GRADE, GROUNDING TYPE, RECEPT GFI WHERE NOTED UP 18" UNLESS NOTED OTHERWISE
J _A	ROOF ELECTRICAL ACCESS-- 2X4 WATERPROOF FASCIA MOUNTED JUNCTION BOX WITH 3/4" EMT CONDUIT TO ENTRANCE PANEL FOR (FUTURE USE) (WEATHER-RESISANT RECEPTACLES IN WEATHERPROOF ENCLOSURES TO BE INSTALLED ON GUARD RAILS BY EC)
	WIREMOLD #5400 SERIES ELECTRIC PLUG STRIPS W/ RECEPTS AND COMMUNICATION JACK COVERS 48" O.C. AND 1" CONDUIT THRU FLOOR AT END-UP 14"
WP EL-2	180-DEGREE WHITE OUTDOOR LED MOTION SECURITY LIGHT W/ DUSK TO DAWN SENSOR #DFI-5982-WH WALL MOUNTED ABOVE THE CENTER OF THE DOOR.
WP EL-1	LITHONIA #ELA-W-NX-N0806 REMOTE EMERGENCY LIGHT HEAD
	ZONELINE #AZ61H09D 3.5 KW ELECTRIC WALL MOUNT UNIT WITH INTEGRAL THERMOSTAT HEAT PUMP UNIT-UP 6" 9,400 BTU COOL 8,300 BTU HEAT

PROJECT NAME:
TRINITY COLLEGE SOFTBALL
HARTFORD, CT
47985

DANT CLAYTON CORPORATION
1163 ALGONQUIN PARKWAY
LOUISVILLE, KY 40208
Telephone (502) 634-3626
WWW.DANTCLAYTON.COM

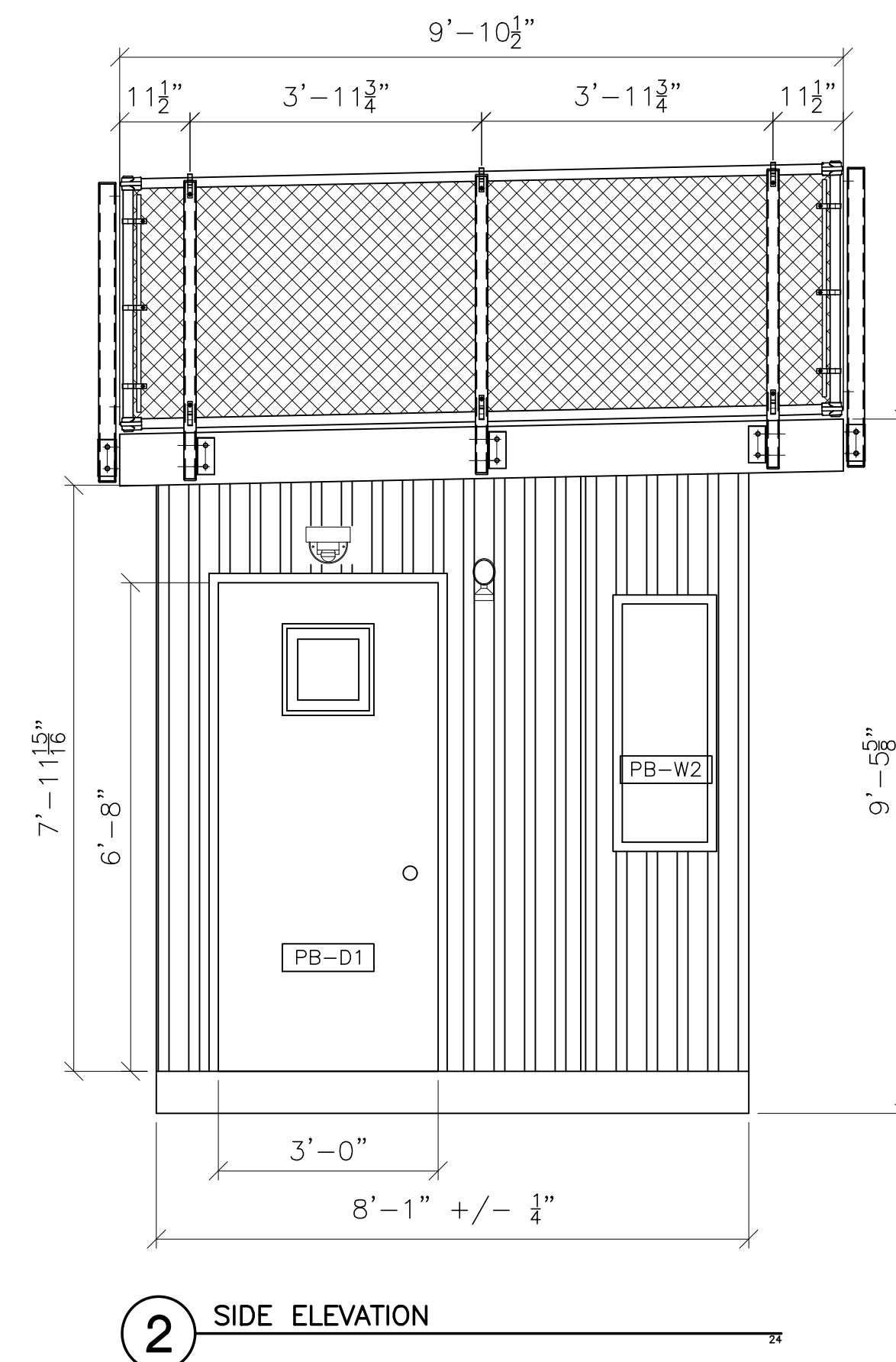
REV. NO.	DATE	DESCRIPTION	INITIALS	ECO NUMBER
A				
B				
C				
D				
E				

SHEET NUMBER
PB-3

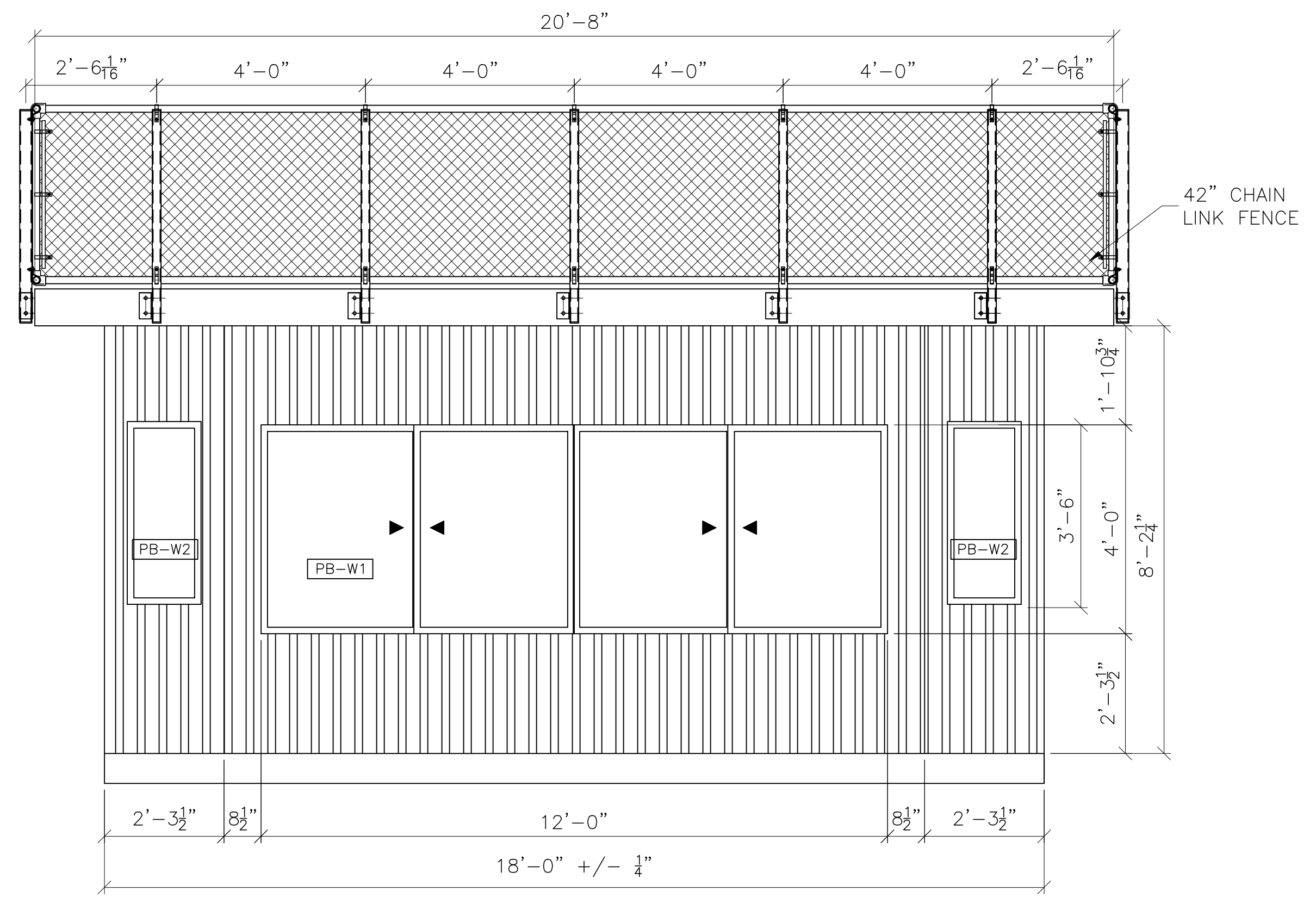
PART NUMBER
0277333

277333

PROJECT NAME:
 TRINITY COLLEGE SOFTBALL
 HARTFORD, CT
 47985



2 SIDE ELEVATION



1 FRONT ELEVATION

DOOR SCHEDULE

KEY	WIDTH	HEIGHT	THICKNESS	TYPE	MATERIAL	FRAME MATERIAL	FIRE RATING
PB-D1	3'-0"	6'-8"	0'-1 3/4"	3	STEEL	STEEL	

PB-D1 - 18 GA. INSULATED HOLLOW METAL DOOR WITH 16 GA. STEEL WRAP AROUND FRAMES, VIEWING WINDOW, VINYL WEATHER-STRIPPING, ALUMINUM THRESHOLD, LEVER HANDLED LOCK SETS

*NOTE - DOORS INSTALLED PER MANUFACTURERS INSTALLATION DETAILS

WINDOW SCHEDULE

KEY	WIDTH	HEIGHT	TYPE	FRAME	U-FACTOR	SHGC
PB-W1	12'-0"	4'-0"	DOUBLE SLIDER	VINYL	.29	.29
PB-W2	2'-0"	3'-6"	PICTURE	VINYL	.29	.29

PB-W1 - SOFT-LITE "BARRINGTON DSL7 HS", DOUBLE HORIZONTAL SLIDER WINDOWS W/ EXTRUDED VINYL FRAMES, AAMA STRUCTURAL RATING, W/ 3/8" INSULATED LOW-E, ARGON FILLED TEMPERED GLASS W/ REMOVABLE INSECT SCREENS. NATURAL LIGHT ALLOWED = 48 SQ/FT, VENTABLE AREA = 24 SQ/FT

PB-W2 - SOFT-LITE "BARRINGTON DSL7 HS", FIXED FRAME PICTURE WINDOWS W/ EXTRUDED VINYL FRAMES, AAMA STRUCTURAL RATING, W/ 3/8" INSULATED LOW-E, ARGON FILLED TEMPERED GLASS.

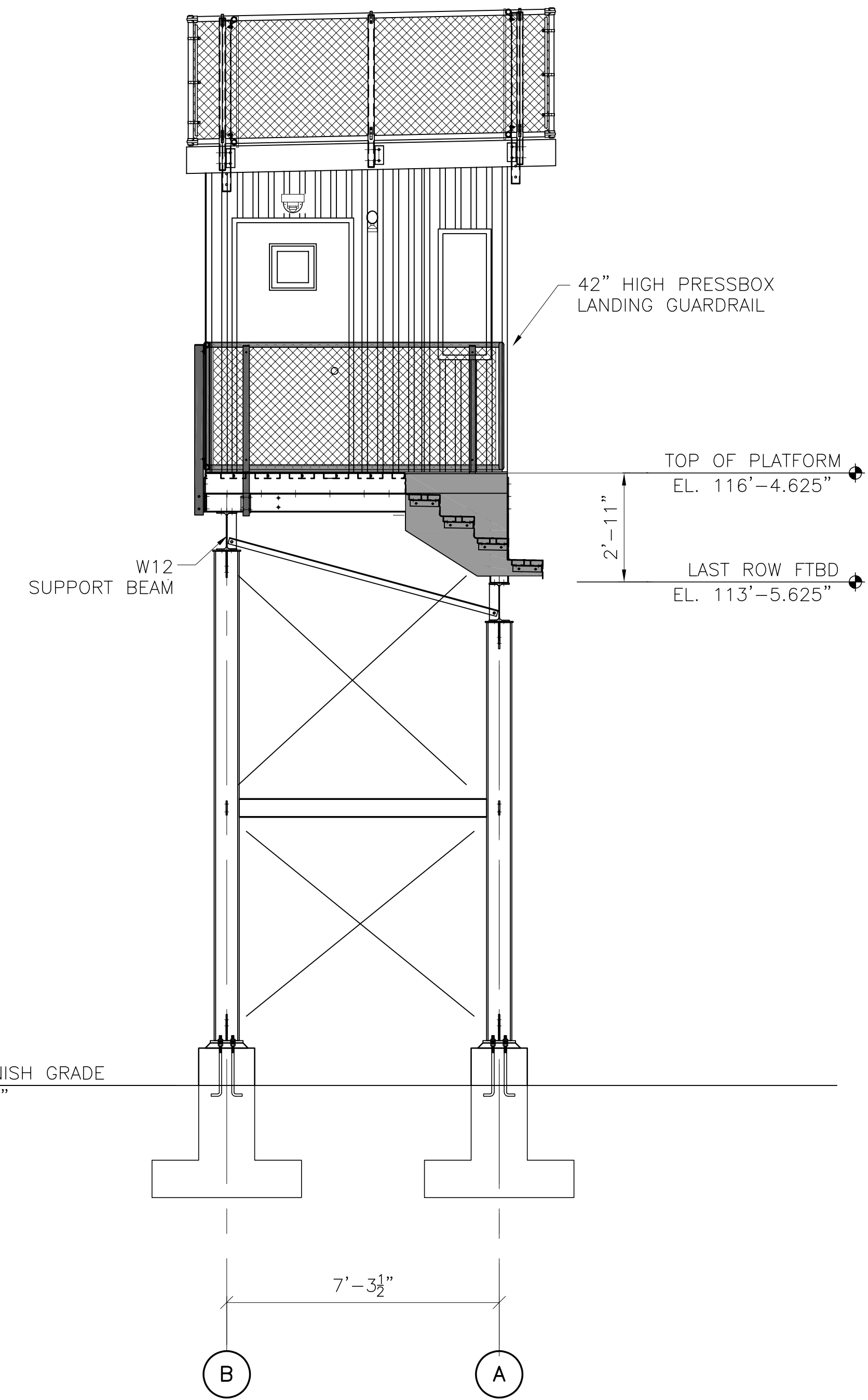
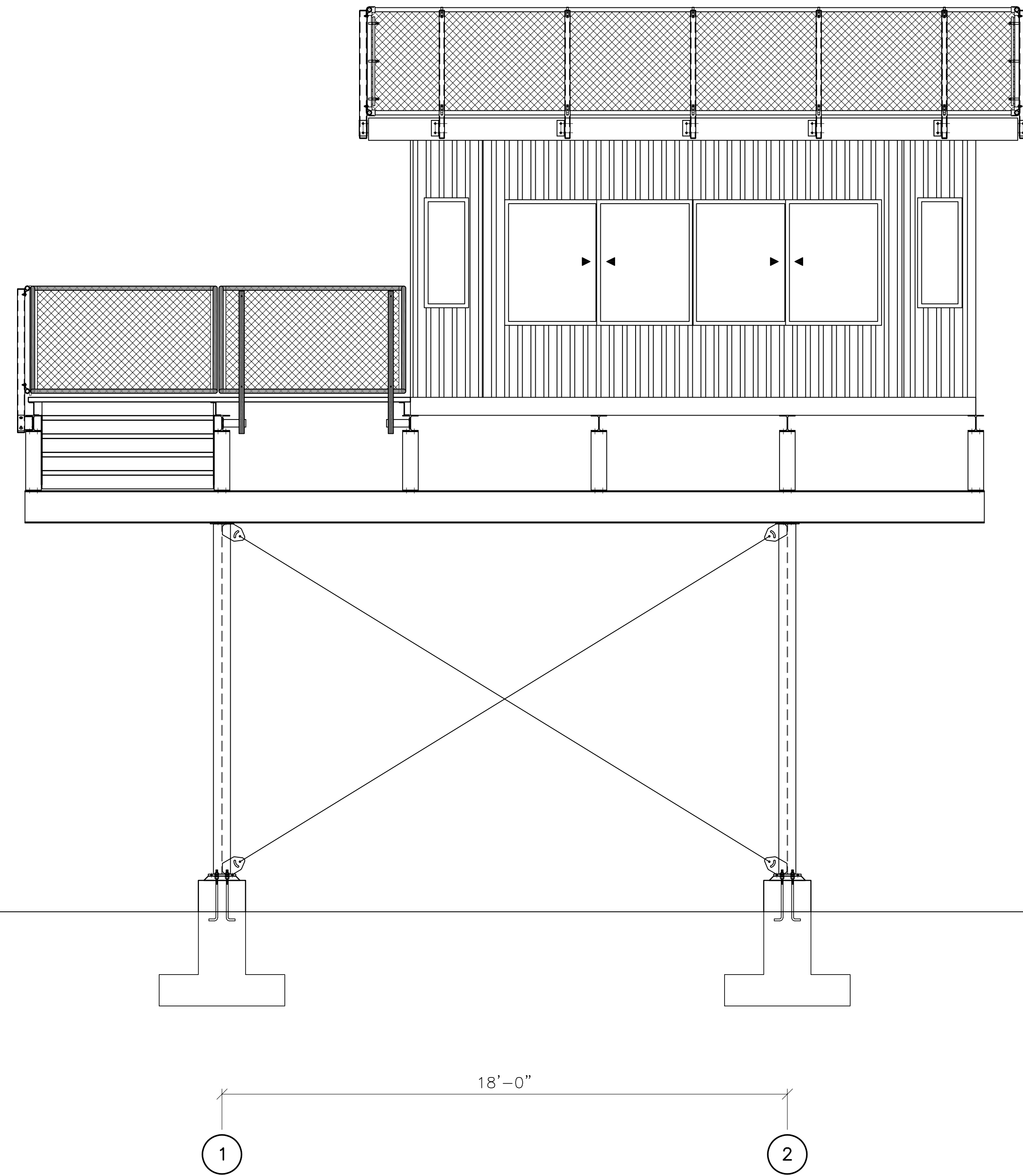
*NOTE - GLAZING DESIGN PRESSURE = 22 PSF MINIMUM
 WINDOWS INSTALLED PER MANUFACTURERS INSTALLATION DETAILS

DANT CLAYTON CORPORATION
 1163 ALGONQUIN PARKWAY
 LOUISVILLE, KY 40208
 Telephone (502) 634-3626
 WWW.DANTCLAYTON.COM

REV. NO.	DATE	DESCRIPTION	INITIALS	ECO NUMBER
A				
B				
C				
D				
E				

SHEET NUMBER
PB-4
 PART NUMBER
 0277333
 277333

CLASS	DESCRIPTION	DATE	BY	CHKD	APP'D
00000	0.0000				



PROJECT NAME:
MONOMOY REGIONAL H.S.
HARWICH, MA
48389

DANT CLAYTON CORPORATION
1163 ALGONQUIN PKWY
Louisville, KY 40208
Telephone (502) 634-3626
WWW.DANTCLAYTON.COM

REV. NO.	DATE	DESCRIPTION	INITIALS	ECO NUMBER
A				
B				
C				
D				
E				

REVISIONS

DATE: 01/26/2022
SCALE: 1/8"=1'-0"
SHEET: 7
PROJECT: PB-5
DRAWN BY: L.PEAL
CHECKED BY: J. [unclear]
DESIGNED BY: [unclear]
CLASS: STRUCTURE
BOOK TYPE: [unclear]
BOOK NO.: 30-0-0
CLASSIFICATION: STRUCTURE
FEATURE: 3
SUBCLASSIFICATION: [unclear]
FEATURE: 3
SUBCLASSIFICATION: [unclear]
FEATURE: 3
SCALE: 0.0000
SHEET: 7

SHEET NUMBER
PB-5

PART NUMBER
0278951

278951

From: Matt Dougherty <MDougherty@dantclayton.com>
Sent: Sunday, September 10, 2023 10:55 AM
To: tgdeveau@comcast.net
Subject: FW: Harwich, MA - Monomoy Regional HS - 48389 - Budgetary Pricing

Terry,

Updated budget for the press box is below. Note that you will need to add concrete and the lift. When you get funding in place we will give this one last review for contractual pricing.

Matt Dougherty

District Manager - New York/New England/New Jersey/Eastern PA

Dant Clayton | The Next Level

1500 Bernheim Lane | Louisville, KY 40210

P 800.467.3655 Ext. 230 | **F** 502.214.8730 | **C** 502-608-6744

Please visit our **[NEW WEBSITE](#)** for more insight into who we are and what we do.

Ask me about **Sourcewell!** (Formerly NJPA). You may already be a member

From: Blaine Skeens <BSkeens@dantclayton.com>
Sent: Friday, September 8, 2023 5:29 PM
To: Matt Dougherty <MDougherty@dantclayton.com>
Cc: Jonathan O'Leary <joleary@dantclayton.com>; Amanda Caufield <ACaufield@dantclayton.com>; Jim Lewis <JLewis@dantclayton.com>; Adam Zahn <AZahn@dantclayton.com>; Jody Neal <JNeal@dantclayton.com>; Bill Willinger <BWillinger@dantclayton.com>; Gina Johnson <GJohnson@dantclayton.com>; Swetha Saka <ssaka@dantclayton.com>; Josie Jacoba <jjacoba@dantclayton.com>
Subject: RE: Harwich, MA - Monomoy Regional HS - 48389 - Budgetary Pricing

Terms of Pricing (Budgetary):

1. Budgetary pricing *will not* be honored for contractual purposes.
2. Pricing is for informational purposes only.
3. Contractual pricing is typically \pm 10% of valid Budgetary Pricing.
4. Budgetary pricing is valid thru end of business day (5:00PM EST) **10/11/2023**.

Terms Payment:

1. All payment terms are NET 30 unless otherwise noted herein.
2. Due at time of order: 30% down payment (startup/detailing).
3. Due at time of material ordering: 30%. Retainage shall not be withheld for material ordering.
4. Due at time of shipment: 30% (fabrication). Retainage shall not be withheld for the fabrication installment.
5. Final 10% due within 30 days of shipment.
6. No retainage or paid when paid clauses accepted.

Pricing Notes:

1. Confirm project scheduling with the Dant Clayton Manufacturing Scheduler prior to pricing submittal to customer. Any scheduling commitment made to the customer without written confirmation by Previously noted scheduler is subject to change at Dant Clayton's discretion.
2. Pricing is based on attached dwg and Salesforce D&P 2447-A2.

"A2": I-Beam PBU with 16' ramp and Type (1) 8' x 18' Press Box.

Price: \$210,700

Grandstand Clarifications:

Inclusions:

1. Materials and Installation of the PB understructure
2. Galvanized Steel.
3. Interlocking decking with SSRD finish.
4. Anodized risers.
5. Black Vinyl CLF guard railing.
6. This is a Budgetary price.

Exclusions:

1. Foundation design drawings in advance of the fully engineered approval package are excluded.
2. Peer review process is excluded from our estimate and project schedule. Impacts to the bleacher design, fabrication, construction & schedule resulting from any peer review will result in additional cost and schedule increase.
3. Any Demolition.
4. Grandstand structure.
5. Concrete installation.
6. Surveying, Site Clearing and Temporary Access (matting, etc.).
7. Any Closure/Skirting not mentioned above.
8. Any permitting/Licensing.
9. Any Backrests.
10. Any taxes.
11. Bonding
12. Full-Time on site Supervision.
13. Winter Conditions.
14. Landscaping in provided Access Paths.

Press Box Clarifications:

Inclusions:

1. Dant Standard Type "1" Press Box.
2. Steel Siding.
3. Vinyl Windows.
4. (1) Zoneline HVAC.
5. Aluminum Countertops.
6. High Wind Roof.

7. Standard Ceiling.
8. (1) Steel door with Steel frame.
9. Filming platform.
10. Filming platform ladder access 70 deg
11. Bilco "BIL-GUARD" Hatch Mounted OSHA Rail
12. Mitered front corners.
13. 100A 1PH Electrical Service.

Exclusions:

1. Elevated Interior Platform.
2. Partial or Full partitions with window.
3. End wall windows.
4. Rear windows.
5. Sloped front windows.
6. Exterior Jomy ladder.
7. Security shutters.
8. O'Keefe's Ladder.
9. Any taxes.
10. Bonding.
11. Winter Conditions

Blaine Skeens | Preconstruction Specialist | **Dant Clayton**

1500 Bernheim Lane | Louisville, KY 40210

P 502.634.3655 Ext.266 | **F** 502.214. 8727

www.dantclayton.com - Elevate Your View.

[LinkedIn](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

HARWICH HOUSING COMMITTEE

Background

The citizens of Harwich have maintained a proud history of caring for the housing needs of their families and neighbors. Through the years, efforts have been made in both the private and public sectors to ensure that Harwich would remain a place where decent, hard working citizens could place roots and raise their families. Of particular note, many private citizens from all walks of life (including Cape Verdians, members of the religious community, newcomers, and residents who trace their family roots back many generations) have continued to make this their highest priority. Some have dedicated their entire lives to working for this cause. Others have taken their own land holdings and extended lease-to-purchase options to tenants in a private, selfless effort to encourage affordable housing. Still others have volunteered to serve with their fellow Harwich citizens in efforts to have the town government actively pursue the purchase and development of land under the auspices of the Harwich CDC and other organizations to address the problem.

This ongoing struggle to provide decent housing was reenergized, as citizens throughout the Cape met in April of 2000 to champion the cause. They recognized, as those before them had, that the very existence of our society would be imperiled without the ability to house our commercial and town employees at a rate which could maintain the economic and social diversity and interdependence under which Harwich had thrived for literally hundreds of years.

Mission

The Harwich Board of Selectmen shall appoint a Harwich housing Committee of five (5) members to work in partnership with the Harwich Housing Authority, an independently elected body. The HHC shall work towards diverse solutions to the affordable housing shortage that will further our stated goal of 10% of such housing under the Harwich Local Comprehensive Plan. The terms of said members shall be overlapping to ensure the continuity of the committee membership. The HHC shall organize and meet sufficiently to deliver its findings and recommendations to the Board of Selectmen annually.

HARWICH HOUSING COMMITTEE CHARGE

1. Identify the need for affordable housing in the Town of Harwich including:
 - Emergency cases
 - Handicap accessible housing
 - Rental and owner-occupant needs
 - Seasonal needs and issues
2. Review the Harwich LCP with regards to goals and objectives related to affordable housing.
3. Identify existing housing resources in Harwich
 - Available low and moderate housing stock
 - Commercial property with affordable housing potential
 - Current town property suitable for multiple and single unit housing
4. Identify potential remedies and courses of action to alleviate our affordable housing situation.
5. Develop financial analysis of candidate solutions.
6. Identify potential funding sources:
 - Local
 - State
 - Federal
7. Develop a written report for presentation to the Board of Selectmen **annually by December 15th**. The report shall include specific recommendations **with** a plan to address our affordable housing needs.



OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
508-430-7513

APPLICATION FOR A SPECIAL PERMIT

- One day Entertainment (\$25)
- One day Liquor License – All Alcohol (\$50)
- One day Liquor License – Wines & Malt (\$50)
- Craft Fair (\$50)
- Event (\$25)
- Road Race (\$50)
- Other (please specify) _____

5K FOR THE CHILDREN

Applicants Name (ROBERT HENNEMUTH) Phone [REDACTED]

Mailing Address [REDACTED]

Owners Name & [REDACTED]

Email Address [REDACTED]

REQUIRED FOR ONE DAY ENTERTAINMENT - PLEASE PRINT

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment _____
- Location of entertainment (Inside and/or outside) _____
- Address where entertainment will be playing _____
- Event Information _____
- Indicate if there will be food service
Yes _____
No _____

REQUIRED FOR ONE DAY ENTERTAINMENT - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description

REQUIRED FOR ONE DAY LIQUOR/ROAD RACE/CRAFT FAIR/ANY OTHER EVENT

Address of Event ONE SCHOOLHOUSE RD HARWICH PORT MA 02646

Date & Time SEPTEMBER 28 2024 10AM - NOON

Route/Location for Road Race OUT OF SCHOOLHOUSE RD (MUNICIPAL PARKING LOT)
LEFT ON PLEASANT, RIGHT ON SOUTH FOR SHORT GAP AND STAY
RIGHT ON TO FOREST, RIGHT ON SISSON, RIGHT ON PARALLEL,

RIGHT ON BANK, RIGHT ON MILES, LEFT ON TO PLEASANT, RIGHT
BACK INTO LOT

Indicate if there be food service

Yes
No

Provide any additional information necessary for the Board of Selectmen TO BENEFIT
ST. JUDES RESEARCH HOSP FOR CHILDREN AND
SHRINERS HOSPITALS FOR CHILDREN

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

SK FOR THE CHILDREN
Signature of applicant & title



Robert Henneault
Signature of individual or corporate name

Federal I.D. #

Signature of Manager

Federal I.D. #

Signature of Partner

Federal I.D. #

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.

DocuSigned by:
Jack Allen
Building Commissioner

DocuSigned by:
Lynn Schauer
Board of Health

DocuSigned by:
Eric Young
Fire Department

DocuSigned by:
Kevin Conidine
Police Department

DocuSigned by:
Eric Burke
Recreation Department

Required signatures to be obtained by the applicant prior to submission of new applications.

Please note: This permit does not exempt the applicant from the Town of Harwich Chapter 189 Noise by-law



OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
508-430-7513

APPLICATION FOR A SPECIAL PERMIT

- One day Entertainment (\$25)
- ~~One day Liquor License - All Alcohol (\$50)~~
- One day Liquor License - Wines & Malt (\$50)
- Craft Fair (\$50)
- Event (\$25)
- Road Race (\$50)
- Other (please specify) _____



Applicants Name Bernadette Waystack Phone [REDACTED]

Mailing Address [REDACTED]

Owners Name & [REDACTED]

Email Address [REDACTED]

REQUIRED FOR ONE DAY ENTERTAINMENT - PLEASE PRINT

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment

- Location of entertainment (Inside and/or outside)

- Address where entertainment will be playing

- Event Information

- Indicate if there will be food service
Yes
No

REQUIRED FOR ONE DAY ENTERTAINMENT - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description

REQUIRED FOR ONE DAY LIQUOR/ROAD RACE/CRAFT FAIR/ANY OTHER EVENT

Address of Event 204 Sisson Road

Date & Time January 26, 2024 5-7 pm

Route/Location for Road Race _____

Indicate if there be food service

Yes X
No _____

Provide any additional information necessary for the Board of Selectmen Closing Reception
for my art exhibit and celebration of
the 1st Anniversary of the Mar's designation
of the Harwich Center & Harwich Port Cultural Districts

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

Bernadette C. Magistro
Signature of applicant & title

[Redacted]
Federal I.D. #

Signature of individual or corporate name

Federal I.D. #

Signature of Manager

Federal I.D. #

Signature of Partner

Federal I.D. #

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.

DocuSigned by:
Jack Mee
Building Commissioner

DocuSigned by:
Carri Schaner
Board of Health

DocuSigned by:
Ernie Young
Fire Department

DocuSigned by:
Kevin Conditore
Police Department

DocuSigned by:
Eric Rubin
Recreation Department

Required signatures to be obtained by the applicant prior to submission of new applications.

Please note: This permit does not exempt the applicant from the Town of Harwich Chapter 189 Noise by-law

BERNADETTE C. WAYSTACK

LONG

TIME

COMING

**Twenty Years
of**

Art Making

December 1st through January 26th

The 204 Cultural Arts Municipal Building

204 Sisson Rd. Harwich

*Closing Reception 1/26/24. 5-7pm



www.bernadettewaystack.com

***PLEASE JOIN US AS WE CELEBRATE
THE 1ST ANNIVERSARY OF THE HARWICH CENTER
& HARWICH PORT CULTURAL DISTRICTS
IN CONJUNCTION WITH
THE CLOSING RECEPTION**

**FRIDAY,
JANUARY 26, 2024
5-7 PM**

save
the Date



OFFICE OF THE SELECTMEN
732 MAIN ST., HARWICH, MA 02645
www.harwich-ma.gov
(508) 430-7513

APPLICATION FOR AUTO LICENSE RENEWAL

Check all applicable: _____ CLASS I - AGENTS OR SELLERS
_____ CLASS II - USED CAR DEALERS
_____ CLASS III - JUNK CAR DEALERS
 X CLASS IV - AUTO REPAIRMAN

FEE: \$100 each

BUSINESS NAME JOSEPH LANG

D/B/A ALL OUT PERFORMANCE PHON [REDACTED]

BUSINESS ADDRESS 266 QUEEN ANNE RD. HARWICH, MA. 02645

MAILING ADDRESS 266 QUEEN ANNE RD. HARWICH, MA. 02645

NAME OF OWNER JOSEPH LANG

EMAIL ADDRESS [REDACTED]

IF CORPORATION OR PARTNERSHIP, LIST OFFICER INFORMATION BELOW.

Name	Title	Address
_____	_____	_____
_____	_____	_____

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required under law.

By signing below, I am certifying that the premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes and regulations, including zoning ordinances, health regulations and building and fire codes.

Signature of Applicant, Owner or Manager _____

Date

12-21-23

*Application must include payment, Certificate of Insurance showing workers comp coverage and Workers Comp Affidavit. Any application missing information or documentation will be deemed incomplete and sent back to the applicant.



OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
508-430-7513

APPLICATION FOR COMMON VICTUALLERS LICENSE RENEWAL

Fee: \$50

Annual

Seasonal

Opening date _____

In accordance with the provisions of the Statutes relating thereto, application for a Common Victuallers license is hereby made by:

Business Name Brox Landing Rest mgt Phone [REDACTED]

Doing Business As (d/b/a) Brox Landing

Business Address 705 Rt 28 Harwichport ma 02646

Mailing Address same

Email Address [REDACTED]

Name of Owner _____

(If corporation or partnership, list name, title and address of officers)

Jeffrey S. Gomes owner/prop [REDACTED]
Charles Peavy owner/prop [REDACTED]

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required under law.

By signing below, I am certifying that the premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes and regulations, including zoning ordinances, health regulations and building and fire codes.

[Signature]
Signature of Applicant, Owner or Manager

12/15/23
Date

[REDACTED]
Federal I.D. #

*Application must include payment, Certificate of Insurance showing workers comp coverage and Workers Comp Affidavit. Any application missing information or documentation will be deemed incomplete and sent back to the applicant.



OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
508-430-7513

APPLICATION FOR COMMON VICTUALLERS LICENSE RENEWAL

Fee: \$50

Annual

Seasonal

Opening date 05-1-23

In accordance with the provisions of the Statutes relating thereto, application for a Common Victuallers license is hereby made by:

Business Name CAPESEIDE KITCHEN LLC Phone [REDACTED]

Doing Business As (d/b/a) CAPESEIDE KITCHEN

Business Address 537-RT-28

Mailing Address "

Email Address [REDACTED]

Name of Owner GREGORY LESTER, JENNIFER RICHARDO

(If corporation or partnership, list name, title and address of officers)

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required under law.

By signing below, I am certifying that the premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes and regulations, including zoning ordinances, health regulations and building and fire codes.

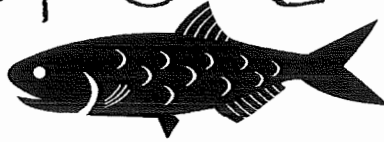
[Signature]
Signature of Applicant, Owner or Manager

01-03-2024
Date

Federal I.D. # [REDACTED]

*Application must include payment, Certificate of Insurance showing workers comp coverage and Workers Comp Affidavit. Any application missing information or documentation will be deemed incomplete and sent back to the applicant.

Cape Sea Grille



January 18, 2024

Ms. Julie Kavanagh
Chair of the Select Board
Harwich Town Hall
732 Main St.
Harwich, MA 02645

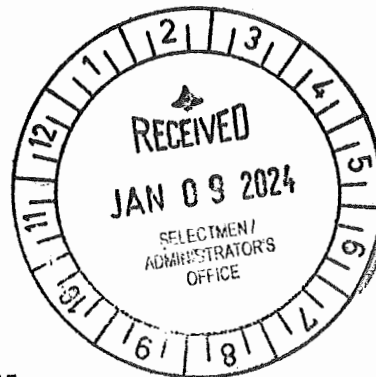
Dear Ms. Kavanagh,

We would like to request to close for the month of February 2024 for cleaning and upkeep. While we are very excited to be open year-round, we have many projects that we aren't able to accomplish while the restaurant is open.

Thank you in advance for your consideration.

A handwritten signature in black ink, appearing to read "Jennifer & Doug Ramler". The signature is fluid and cursive.

Jennifer & Doug Ramler
Cape Sea Grille
31 Sea St.
Harwich Port, MA 02646



508-432-4745

31 Sea Street, Harwich Port, MA 02646

www.cape-seagrille.com

Chef Douglas Ramler and Jennifer Ramler, Manager

OLD BUSINESS

To: Harwich Board of Selectmen, Town Administrator, Joseph Powers

From: Harwich Recreation & Youth Director, Eric Beebe

RE: Profit and Not for Profit Rentals

Date: 12/15/23

The Recreation Department and Recreation & Youth Commission currently has a fee structure for facility rentals that does not have a separate fee concerning for-profit vs. not-for-profit entities seeking to rent Recreation Department jurisdiction facilities including fields, parks, beaches, and memorial squares.

Not-for-profit entities can currently request fee waivers or reductions through the Recreation and Youth Commission. This option is not available to for-profit entities looking to schedule facility use.

The Recreation and Youth Commission, at their last meeting, voted to approve the recommended new fee schedule for facility rentals, as well as changes made to the Facility Use Rules and Regulations. This will be submitted to the Selectboard for their discussion and review before implementation.

Thank you,

Eric Beebe

Director, Harwich Recreation & Youth Department



Town of Harwich Recreation Department Recreation & Youth Commission

100 Oak Street, Harwich, MA 02645 | 508-430-7553 | Eric J. Beebe, Director

Use of Facility Form **ONE FORM PER FACILITY**

_____ Beach or Park _____ (name of location)	_____ Sr. Memorial Field
_____ Brooks Park & Gazebo	_____ Potter Field
_____ Brooks Field / Pickleball or Tennis Courts)/ Pavilion	_____ J McPhee Soccer Field
_____ Bassett Softball Field @ Veteran's	_____ Whitehouse Field
_____ Crowell Baseball Field @ Veteran's	

Non-Profit? - (Attach IRS 501c3 Certificate) _____ Liability attached _____
 Payment Details \$ _____ /ck # _____

Organization: _____ Contact Person: _____

Mailing Address: _____ City/ST/Zip: _____

Email _____ Cell phone: _____

Purpose/Event: _____ # of Attendees: _____

Date(s) Requested: _____

(ALL DATES ARE SUBJECT TO AVAILABILITY)

Hours of Use: _____ Additional Info: _____

- ❖ *Use of temporary tents larger than 12'x12' require location approval and a separate Town TENT PERMIT*
- ❖ *Use of tent stakes over 4" requires ADDITIONAL PERMISSIONS*
- ❖ *Activities dispensing food to the PUBLIC requires Harwich Board of Health PERMIT*
- ❖ *Approval pending all other required Town permits and approvals*
- ❖ *If attendees are 100+ you must provide a port-o-potty for each additional 50 people.**
- ❖ *When using Veterans Field complex and the Harwich Community Center is closed, ONE portable restrooms per 50 people are required to be provided by the organizer/user.*

<u>USE</u>	<u>FEE</u>	<u>CAP</u>	<u>REFUNDABLE DEPOSIT</u>	<u>TOTAL DUE</u>
FIELD, PARK, BEACH OR COURT - ONE USE	\$20.00	\$1000	\$50.00*	_____
WHITEHOUSE FIELD - ONE USE	\$50.00	\$1000	\$50.00*	_____
FIELD/WHF MULTI DAY USE	\$150/FIELD/DAY		\$50.00-\$500*	_____
PARK, BEACH OR FIELD USE – FULL DAY WEDDING, FUNCTION, OR SPECIAL EVENT	\$150.00		\$50.00-\$500*	_____
FIELD, PARK, BEACH - MULTI DAY EVENT	\$150.00/DAY		\$50.00-\$500*	_____
USE OF ELECTRICITY - PARKS	\$25/DAY		\$50.00*	_____
WHF LIGHT USAGE CHARGE/PER USE (BILLABLE IN ¼ HOUR INCREMENTS)	\$80.00/HOUR		\$500.00*	_____
BEACH COOK FIRE PERMIT	\$ 20.00		\$50.00* (SEPARATE CHECKS!)	_____

*** <100 PEOPLE \$50 DEPOSIT REQUIRED, >100 PEOPLE \$100 DEPOSIT REQUIRED, >200 PEOPLE \$300 DEPOSIT REQUIRED, > 500 PEOPLE \$500 DEPOSIT REQUIRED. DEPOSITS WILL BE REFUNDED AFTER A SITE INSPECTION HAS BEEN COMPLETED AND/OR APPLIED TO USE OF FACILITY INVOICES WITH ANY UNUSED BALANCE RETURNED.**

I HAVE READ THE RULES AND REGULATIONS REGARDING USE OF THIS RECREATION FACILITY AND AGREE THAT I/OUR ORGANIZATION WILL ABIDE BY THEM.

Initials APPLICANT SIGNATURE: _____ TITLE _____

DATE _____

BY: _____, Recreation Representative



Town of Harwich

TOWN CLERK'S OFFICE

Emily Mitchell, Town Clerk
Harwich Town Hall • 732 Main Street • Harwich, MA 02645
Tel: 508-430-7516 • Fax: 508-430-7517

Special Election Scheduling Options

Tuesday, April 9, 2024

- Best option if seeking to hold full scale special election;
- Earliest date that does not interfere with Presidential Primary Election logistics;
- Select Board member elected at special election would serve approximately 6 weeks;
- Options to otherwise reduce cost include: opting out of Vote by Mail, reducing Election Day hours (minimum: polls open for 4 hours);
- Last day to call = February 6, 2024

Monday, May 20, 2024 (day before Annual Town Election)

- Option if seeking to minimize impact/cost of a special election;
- Confirmed with tabulator vendor that they can provide rental memory cards, which would allow us to use the same tabulators in two different elections, despite being scheduled less than 30 days apart (note: there is a cost associated with renting memory cards, approx. \$500-\$1,000 total);
- Set polling hours to 4-hour minimum (likely recommendation will be 11 AM to 3 PM or 12 PM to 4 PM);
- Opt out of Vote by Mail;
- An elected candidate would serve for 1 day;
- Cost savings: Community Center Gymnasium would only need to be set up once for the Special and Annual elections (note: this would extend the impact of otherwise scheduled programming in the Gym; for a Monday election, DPW would likely set up on the preceding Friday, so the space would be offline from Friday – Wednesday morning);
- Last regular Select Board meeting to call = March 11, 2024

Select Board to not call Special Election

- Possible policy decision for Select Board to consider;
- Consideration is specifically in response to lead petitioner's stated interest in withdrawing the petition;
- Select Board to consider feedback from voters who signed original petition;
- See opinion from Town Counsel

Current Recreation Programming Fee Schedule

Winter Youth Programming

- Youth Pickle Ball Clinic 6 classes \$40
- Youth Simple Fitness Program 6 classes \$15
- K/1/2 Basketball Clinic Sess 1 6 classes \$50
- K/1/2 Basketball Clinic Sess 2 6 classes \$50
- Indoor Sunday Soccer Sess 1 5 classes \$40
- Indoor Sunday Soccer Sess 2 5 classes \$40
- Hoops With Noop Bball Clinic 8 classes \$25
- Rec Travel Basketball League Season \$50
- Indoor Field Hockey 6 classes \$40
- Family Movie Night Series FREE
- Saturday Family Open Gym FREE
- Saturday All Age Open Gym FREE

Spring Youth Programming

- Hoops With Noop Bball Clinic (Wednesdays) 8 classes \$25
- Hoops With Noop Bball Clinic (Fridays) 8 classes \$25
- Pre Farm League Tball Clinic 6 classes \$50
- Farm League In-house Tball Season \$50
- Rec Travel Softball League Season \$50
- Flag Football Program 6-8 classes \$40
- Annual Town Meeting Child Care FREE
- Saturday Family Open Gym FREE
- Saturday All Age Open Gym FREE
- Tues/Thur Extended Open Gym Program FREE

Summer Youth Programming

- Summer Playground Camp – Monday thru Friday 5 week session 1 (9am-4pm)- \$860
- Summer Playground Camp – Monday thru Friday 5 week session 2 (9am-4pm) -\$860
- Summer Swim Lessons- 2 week session- 10 classes - \$60
- Summer Tennis Lessons- 2 week session- 6 classes- \$50
- Shooting Stars Basketball Camp – season - \$50
- Lifeguard Training Class - \$150
- Babysitter Training Course - \$150
- Saturday Open Gym - FREE

CONTRACTS



HARWICH FIRE DEPARTMENT

MEMORANDUM

David J. LeBlanc, **Chief of Department**
Craig W. Thornton, **Deputy Fire Chief**

Date	12/19/2023
To:	Joe Powers, Town Administrator / Procurement
From:	Craig Thornton
Subject:	Procurement – Mini Pumper

Project: The Department sought funding to purchase a Mini Pumper. This truck is being designed to access areas of our Town that would be more challenging for our larger pieces of equipment. The truck will be located at Fire Headquarters and will complement our fleet.

Description: The truck that we would like to purchase is a Fouts FOUR made by Fouts Bros. The vendor that is approved to sell this product is Bulldog Fire Apparatus located in Westport, MA.

Vendor: Bulldog Fire Apparatus, 867 State Road, Westport, MA 02790

Contact: Colbey Fournier, cfournier@bulldogfa.com 774-504-1503

Item: Fouts Brothers First Out Utility Rescue Pumper

Price: \$349,358.00 Proposal Dated 12/13/2023

Recommendation: We would like to go ahead with purchasing this fire truck through Bulldog Fire Apparatus. During the last few months, we have done extensive research with multiple different vendors. Many of the vendors could not provide a vehicle to us for the amount that was appropriated or provide us with a reasonable amount of time for the build and delivery. Both the Vendor and Manufacturer were at a trade show last winter where I was able to look over the truck. The truck is well-made and should provide the Town with many years of service.

Procurement Method: NPPGov National Buying Cooperative. NPP is a national cooperative procurement organization offering publicly solicited contracts to government entities nationwide.

- Fouts Bros Publicly Solicited Contract #PS20225

- Harwich Fire Department Member ID #M-5709819

Source and Amounts: 2023ATM Article 16, Project #2.

Total Funds: \$350,000.00

Contact/Signatory: Glen Silvia, gsilvia@bulldogfa.com 508-509-2430

Included Documentation:

Harwich MA Proposal Letter - 12.13.2023

Quote Harwich F4 Bulldog REV1

KP Law Harwich – Form Contract

POST Procurement Checklist

Checklist and Approval Form to Initiate Procurement

2023ATM Pages 1, 22, & 23

About NPP .pdf

FoutsBrosFOUR Flyer

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Thornton **DEPARTMENT:** Fire Department

FUNDING SOURCE: 2023ATM Article 16, Project #2

Appropriated amount: \$ 350,000.00 **Estimated cost:** \$349,358.00 **Actual cost:** \$ 349,358.00

PROCUREMENT METHOD:

NPPGov National Buying Cooperative, Fouts Contract #PS20225
Harwich Member ID #M-5709819

PURCHASE DESCRIPTION:

Purchase a Mini-Pumper that was approved at the 2023 Annual Town Meeting.

Vendor is Bulldog Fire Apparatus, Manufacturer is Fouts Bros.

The fire truck is a First Out Utility Rescue Pumper that is designed to access areas in town that can be challenging for our full size fire trucks.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Megan Green DocuSigned by: 36E65676E18A4AC... 012208-623162
Account # \$349,358.00

Approved to proceed: Town Administrator or Designee: Joseph F. Powers DocuSigned by: 0623C0C5799644E...

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Bulldog Fire Apparatus, with an address of 867 State Road, Westport, MA 02790, hereinafter referred to as "Contractor", effective as of the 19th day of December, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with a Fouts Brothers First Out Utility Rescue Pumper as stated in the quote *Harwich F4 Bulldog REVI*, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder with an estimated deliver of Q3, 2024 as stated in the *Harwich MA Proposal Letter dated 12.13.2023*.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$349,358.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

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

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

202744533

Social Security Number or
Federal Identification Number

DocuSigned by:

Marc Mazza

A323AFE159F748B...

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$50,000

DocuSigned by:

Marc Mazza

A323AFE159F748B...

Marc Mazza

Vice President of Sales

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$50,000

DocuSigned by:

Megan Green

349,358.00
(\$ _____)

Finance Director

Contract Sum

Town Administrator

012208 / 623162
ATM 23 #16-2



QUOTATION

Exp. Date:	01/11/2024	
Quote No:	11071-0001	
FOUTS4:	FB-F4-MINI	FOUTS 4
ADMIN:	FB-02-0145	ADMINISTRATIVE - FOUTS 4
DIMENSIONS:	FB-11-0145	DIMENSIONS - FOUTS 4
NFPA 1901:	FB-05-0145	NFPA 1901 REQUIREMENTS -INITIAL ATTACK
CHASSIS:	FB-09-0145	CHASSIS, COMMERCIAL - FORD
CHASS MOD:	FB-12-0145	CHASSIS MODS - FOUTS 4
CHASSMOD-E:	FB-14-0146	ELEC CHASSIS MODS- FOUTS 4
PLUMBING:	FB-20-0145	PUMP AND PLUMBING - FOUTS 4
BODY:	FB-40-0145	RESCUE BODY - FOUTS 4
ELEC-12VDC:	FB-50-0145	12V ELECTRICAL SYSTEM - FOUTS 4
PAINT:	FB-70-0145	PAINT/ PREP/ STRIPE - FOUTS 4
LSE-EQUIP:	FB-80-0145	LOOSE EQUIPMENT - FOUTS 4
WARRANTY:	FB-10-0145	WARRANTY- FOUTS 4

12/12/2023

Page 1

DESCRIPTION	QTY
== ADMINISTRATIVE - FOUTS 4 - 7.250 03/07/23 ==	1
Terms of Payment, 100% at Delivery	1
Vehicle Pickup at Factory	1
-- Fuel/DEF Tnks, Full at Delivery	1
== DIMENSIONS - FOUTS 4 - 7.250 03/07/23 ==	1
DIMENSIONS	1
Overall Height, < 96.00"	1
Overall Length < 26'	1
Overall Width, 96.00"	1
Pump Module Width, 24.00"	1
Angle of Approach, NFPA Minimum, 8 Degrees	1
Angle of Departure, NFPA Minimum, 8 Degrees	1
== NFPA 1901 REQUIREMENTS -INITIAL ATTACK - 7.250 03/07/23 ==	1
NFPA 1901-2016	1
NFPA 1901-2016 Compliance, Initial Attack	1
-- Center of Gravity, Calculated	1
-- Road Test Certification	1
PLACARDS and LABELING	1
-- Label, FAMA #7: Seated and Belted	1
-- Label, FAMA #10: Cab Equipment Mounting	1
-- Label, FAMA #15: "Helmet Worn in Cab"	1
-- Label, FAMA #17: "Vehicle Backing"	1
-- Label, Chassis Data Labels, 1901	1
-- Label, Overall Height, Length, GVWR	1
-- Label, Warning, "No Ride Rear Step"	1
-- FAMA Safety Guide, Ea	1

12/12/2023

DESCRIPTION	QTY
== CHASSIS, COMMERCIAL - FORD - 7.250 03/07/23 ==	1
COMMERCIAL CHASSIS	1
Chassis, Commercial, Supplied By Fouts Bros.	1
-- Ford, F-550, DRW, 4x4, 4-Dr, 203.7" WB, XL	1
-- Steering & Suspension, 4x4, 19,500 GVW	1
-- Drive, 4x4, Elec Shift on the Fly	1
-- Skid Plates	1
-- Engine, 6.7L Power Stroke Diesel	1
-- Transmission, Automatic, 10-Spd	1
-- Fire/Rescue Prep Pkg	1
-- Operator Commanded Regeneration (OCR)	1
-- Fuel Tank, 40 Gallon, Aft, w/ Aux fuel tap	1
-- Rear Axle Ratio, Limited Slip, 4.88 (6.7L)	1
-- Block Heater	1
-- PTO Provision	1
-- Cab, Crew, 4-Dr	1
-- Power Equipment Group	1
-- 40/20/40 Vinyl Frnt Bench Seat	1
-- 60/40 Rr Bench Seat	1
-- XL Value Pckg	1
-- Tires and Wheels: F450/ 550 (4x4)	1
-- Wheels, 19.50" Steel	1
-- Tires, 225/70Rx19.5G BSW	1
-- Ford Warranty, Superduty	1
CHASSIS PAINT COLOR	1
-- Cab Paint, Sngl Color, Race Red, PQ	1
== CHASSIS MODS - FOUTS 4 - 7.250 03/07/23 ==	1
CAB STEPS, RUNNING BRDS - FOUTS 4	1
-- FORD OPTION: Running Boards, Crew Cab, NFPA	1
WINCHES/ BRUSH GUARDS/ REPLACEMENT BUMPERS	1
-- ===== NO Front Bumper Replacement - PTS =====	1
-- FORD OPTION: Grille Guard, w/ winch Mount	1
-- Winch, 12,000 lbs, Wire Rope	1
HITCHES-TIE OFFS-RECEIVERS	1
-- Receiver Hitch, Rear, Class V, 2.00"	1
-- Trailer Hitch Pwr Plug, 12V, 7 Prong	1
FORD SEATING - FOUTS 4	1
-- FORD/ RAM OPTION: Center Seat Removal for Console	1
-- Seating Capacity, Four (4)	1
-- FORD OPTION: SCBA Seats, Valor, Rear, (2), w/ EZ Lock SCBA Brkt	1
-- Label, FAMA #11: SCBA Seat Insert	1
-- Seat Belt Web Length, Commercial Chassis, Non-NFPA 2016 Compliant	1
-- Seat Belts, Supplied by Chassis Mfgr, Ford, Non-NFPA 2016	1
TIRE PRESSURE MONITORING SYSTEMS	1
-- Tire Prss Monitoring Dvce, LED AirGuard, 6 Wheel	1

12/12/2023

Page 3

DESCRIPTION	QTY
WHEEL TRIM and COVERS	1
-- FORD OPTION: Wheel Covers, SS, 19.50"	1
EXHAUST SYSTEMS	1
-- Chassis Exhaust Extension, RH Side	1
-- Label, FAMA #04: "Hot Exhaust Dangers"	1
FRAME PREP and MODIFICATIONS	1
-- Chassis Preparation, Commercial	1
-- Front Tow Hooks - Chassis Supplied	1
== ELEC CHASSIS MODS- FOUTS 4 - 7.250 03/07/23 ==	1
Not Required, Vehicle Data Recorder and Seat Belt Monitor, Ford, Non-NFPA 2017	1
CONSOLES and EQUIPMENT	1
-- FORD OPTION: Center Console, Alum, Fouts4	1
-- Console Option, Cup Holders, (2), Flat Mount	1
BATTERY SYSTEMS and SHORELINE PLUG-INS	1
-- Master Body Disconnect Switch	1
-- Indicator Lht, Mst Bdy Disconnect, Green	1
-- Kussmaul, Chief 4012, 40 Amp	1
-- Battery Charger Location, Compt. L2	1
-- Shore Power Inlet, Kussmaul, Super Auto-Eject 20A	1
-- Auto-Eject Mating Plug, NEMA 5-20P	1
-- Chief Status Center w/ Cover, 091-55-266-YW, Yellow	1
-- Elec Inlet Loc, LH Pump Module	1
BACK UP ALARM	1
-- Back Up Alarm, 97db	1
12 VOLT POWER SOURCES	1
-- USB Prt, Kussmaul, Dual, 4.8amp total, 2.4amp each	1
== PUMP AND PLUMBING - FOUTS 4 - 7.250 03/07/23 ==	1
PUMP	1
Pump Package, Sidemount, Fouts 4, Hale, DSD, Midship	1
-- Fire Pump, Hale DSD, 1 Stage, Midship	1
-- Pump Warranty, Hale, 5 Yr (2 Yr Prts & Lbr, Prts Only Yrs 3-5)	1
-- Pump Manuals, Elec, (2)	1
-- Pump Flow Rating, Hale, DSD, 1500 GPM	1
-- Altitude Requirements, 0' to 2000 Feet Above Sea Level	1
MASTER INTAKE(S)	1
-- Intake, 6.00", NST, Ungated, LH Side, Pump Panel	1
-- Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo	1
-- Intake, 6.00", NST, Ungated, RH Side, Pump Panel	1
-- Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo	1
PUMP MODS	1
-- Pump Instln, Midship Split-Shaft, Ford 450/550	1

12/12/2023

DESCRIPTION	QTY
PUMP SHIFT, FORD, HALE, MIDSHIP	1
-- Pump Shift, Hale, Air, Midship w/ Air System Install	1
-- Air System, 12V Compressor w/ 5 Gal Tank	1
-- Shift Interlock Module, Air	1
PUMP EQUIPMENT, HALE, FOUTS 4	1
-- Valves: Akron, Gen II	1
-- Drains, 0.75" Mnl, Class1, Lift Handle	1
-- Discharge Gauges, Class1, 2.50", (0-400 psi), White Face	1
-- Gauge Bezels, Class1, Chrome	1
-- Pump Primer, Hale ESP-PVG, 12V Elec, Fluidless	1
-- Fuse, 250 amp, Primer	1
-- Anodes, (3), Alloy: 2 Suction, 1 Discharge, Hale	1
-- Thermal Relief Valve, TRV-120	1
-- Pump Cooler Valve, Hale	1
PRESSURE GOVERNOR	1
-- Governor, Class1, Sentry	1
GATED INTAKE	1
-- Aux Suction, 2.50", LH Side, Pump Panel	1
-- Intk Vlv Cntrl, Mnl Swing Type-Adjacent	1
-- Plug, 2.50" Chrome, NST, w/ Chain	1
TANK TO PUMP VALVE	1
-- Valve, Tank to Pump, 3.00", Air	1
TANK FILL VALVE	1
-- Valve, Tank Re-Fill, 2.00"	1
-- Vlv Cntrl, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl	1
DISCHARGE, LH PANEL	1
-- Dschg, 2.50", LH Side, Pump Panel	1
-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
-- Dschg, Elbw, 30d, 2.50" MNST, Integral, Class1	1
-- Cap, 2.50" Chrome, NST, w/ Chain	1
-- Discharge NOT Foam Capable	1
DISCHARGE, RH FRONT PANEL	1
-- Dschg, 3.00", RH Side, Pump Panel, Frnt	1
-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
-- Dschg, Elbw, 30d, 3.00" MNST, Integral, Class1	1
-- Adapt, 3.00" FNSTx 2.50" MNST, Chrome	1
-- Cap, 2.50" Chrome, NST, w/ Chain	1
-- Discharge NOT Foam Capable	1
DISCHARGE, RH REAR PANEL	1
-- Dschg, Push Pull, 3.00" x 4.00", RH Side, Pump Panel, Rr	1

12/12/2023

Page 5

DESCRIPTION	QTY
-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
-- Dschg Adapt, Straight, 3.00"-4.00" MNST, Class1	1
-- Dschg Elbow, TFT, 30 deg, 5.00"Stz S x 4.00"F NH S RL	1
-- Cap, TFT, 5.00" Storz w/ Lanyard	1
-- Discharge NOT Foam Capable	1
DISCHARGE, HOSEBED PRE-CONNECT	1
-- Dschg, Preconnect, 2.50", Front of Hose Bed, RH	1
-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
-- Discharge NOT Foam Capable	1
DISCHARGE(S), CROSSLAYS	1
-- Crosslay Dschg #1- One (1) 1.75", Above Mod	1
-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
-- Discharge Foam Capable	1
-- Crosslay Dschg #2- One (1) 1.75", Above Mod	1
-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
-- Discharge Foam Capable	1
REAR DISCHARGE	1
-- RH Rear discharge	1
-- I Plumbing, Hale, 2.00"	1
-- Dschg, I, Akron, Gen II Vlv, (2.00"-1.50"), Vlv Cntrl, Elec	1
-- Flange, 2.00" Vlv x 1.50" Vic	1
-- Drain, 0.75" Mnl, Class1, Lift Up	1
-- Vlv Cntrl, Akron, Navigator Pro 9327, LH Side, Pump Panel	1
-- ===== NO Booster Reel Nozzle - PTS ===	1
-- ===== NO Booster Reel Nozzle Holder - PTS ===	1
-- Discharge Foam Capable	1
MASTER GAUGES	1
-- Master Gauges, Pressure Governor	1
TANK LEVEL INDICATOR(S)	1
-- Water Lvl Gauge, Class1 "ITL-40B", Blue, Pump Panel	1
PUMP ENCLOSURE	1
-- Pump House, Side Mount, Ext Alum, 24.00"	1
-- Pump Panels, 14 GA, Brushed Finish, 304 SS	1
CROSSLAYS/ DUNNAGE AREA	1
-- Crosslay Config, (2) Hosebeds, Double Stack	1
-- Crosslay Divider, 3/16" Alum, w/ Hand Holes	1
-- Vinyl Crosslay Cover, Red	1
PUMP PANEL/ ENCLOSURE LIGHTS	1
-- Pump Panel Lt, LH Side, LED, Strip	1
-- Pump Panel Lt, RH Side, LED, Strip	1
-- Pump Compt. Lht, LED Strip	1
-- Lt, Cntrls, Switch on pump panel	1
PUMP MODULE RUNNING BOARDS	1

12/12/2023

Page 6

DESCRIPTION	QTY
-- Running Brd, LH Pump Panel, Alum T/P, TM	1
-- Running Brd, RH Pump Panel, Alum T/P, TM	1
PUMP ENCLOSURE HEATERS and HEAT PANS and GASKET	1
-- Alum T/P Cover, Pump Module, Front, 2-Piece Bolted	1
PUMP PANEL LABELING	1
-- Label, FAMA 22, Hose Restraint Required	1
-- Label, FAMA 18, Intake and Discharge Cap Pressure	1
-- Label, FAMA 25, Trained Personal Only	1
-- Label, Pump ID Plate, IC	1
-- Labels, Color Coded, Innovative Controls	1
FOAM SYSTEM	1
-- Foam System, Hale SmartFOAM, 2.1A	1
-- Foam Lvl Gauge, Class A, Class1 "ITLF-40G", Green	1
== RESCUE BODY - FOUTS 4 - 7.250 03/07/23 ==	1
WATER TANK	1
-- Tank, 300 Gal Water, 15 Gal Foam, Poly	1
BODY	1
Fouts-4 Body, Alum, 108.00" L x 95.00" W, Body Const	1
-- Door Type, Amdor, Roll-Up	1
LEFT SIDE COMPARTMENTS	1
-- L1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr	1
-- Roll-UP Door, Amdor, Satin Finish	1
-- AMDOR OPTION: Lock, Manual, Key Type: J236	1
-- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt	1
-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
-- Shelf Trac, Vertical, Alum	1
-- Shelf, Alum, Adjustable, ea	1
-- L2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr	1
-- Roll-UP Door, Amdor, Satin Finish	1
-- AMDOR OPTION: Lock, Manual, Key Type: J236	1
-- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt	1
-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
-- Shelf Trac, Vertical, Alum	1
-- Shelf, Alum, Adjustable, ea	1
-- L3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr	1
-- Roll-UP Door, Amdor, Satin Finish	1
-- AMDOR OPTION: Lock, Manual, Key Type: J236	1
-- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt	1
-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
-- Shelf Trac, Vertical, Alum	1
-- Shelf, Alum, Adjustable, ea	1
RIGHT SIDE COMPARTMENTS	1
-- R1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr	1
-- Roll-UP Door, Amdor, Satin Finish	1
-- AMDOR OPTION: Lock, Manual, Key Type: J236	1

12/12/2023

Page 7

DESCRIPTION	QTY
-- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt	1
-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
-- Shelf Trac, Vertical, Alum	1
-- Shelf, Alum, Adjustable, ea	1
-- R2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr	1
-- Roll-UP Door, Amdor, Satin Finish	1
-- AMDOR OPTION: Lock, Manual, Key Type: J236	1
-- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt	1
-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
-- Shelf Trac, Vertical, Alum	1
-- Shelf, Alum, Adjustable, ea	1
-- R3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr	1
-- Roll-UP Door, Amdor, Satin Finish	1
-- AMDOR OPTION: Lock, Manual, Key Type: J236	1
-- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt	1
-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
-- Shelf Trac, Vertical, Alum	1
-- Shelf, Alum, Adjustable, ea	1
REAR BODY DESIGN- FLAT BACK	1
-- CR1, Rr Cntr Comp't - Full Ht Roll Up	1
-- Roll-UP Door, Amdor, Satin Finish	1
-- AMDOR OPTION: Lock, Manual, Key Type: J236	1
-- Cmpt LED Strip Lht, Luma Bar, 13.00", Clear White, (1) Ea Cmpt	1
-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
HOSEBED - FOUTS 4	1
-- Hose Bed, Grating, Extrd Alum	1
-- Hose Bed, Cross Divider, Fwd 22.00"	1
-- Hose Bed Dimensions: 49.75"W x 85.00"L x 15.00"T	1
-- Hose Bed, Strge Cpcty, 34.00 Cubic Feet	1
-- ===== NO Hose Bed Storage Capacity - PTS =====	1
-- Hosebed, Divider, 3/16" Alum, ea	1
-- Hsbd Cvr, Vnyl, Velcro, Red	1
EQUIPMENT STORAGE - FOUTS 4	1
WHEEL WELL AREA - FOUTS 4	1
-- Whl Well Cmpt, (3), Sngl SCBA Tubes, Alum Dr	1
-- Whl Well Prv, LH Rear, Diesel Fuel Fluid Fill	1
REAR STEPS - FOUTS4	1
-- Folding Steps, (2) LH Rear, IC 3004234, w/ (1) LED Step Lt	1
-- Lt, Cntrls, Work/ Step Lts, Park Brake	1
EXTERIOR GRAB RAILS - FOUTS4	1
-- Grab Rails, (2), Rear, Vertical	1
== 12V ELECTRICAL SYSTEM - FOUTS 4 - 7.250 03/07/23 ==	1
ELECTRICAL	1
Electrical, 12V	1
-- NFPA Electrical System	1
-- Ford Option, UIS Module	1

12/12/2023

Page 8

DESCRIPTION	QTY
GROUND LIGHTING	1
-- Ground Lts, (4), Chassis, 4-Dr. LED	1
-- Ground Lhts, (2) Pump Panel, LED, Supplied w/ Pump	1
-- Ground Lts, (2) Forward Rr Whls, LED	1
-- Ground Lts, (2) Rr Step, LED	1
-- Lt Swtch , Ground Lts w/ Park Brake	1
REAR DIRECTIONALS/ DOT LIGHTS	1
-- Rear Brake/Tail/Turn/Backup, Whelen M6	1
-- Tail/Brake Lts, Whelen, LED, M6, Red Lens (Pair)	1
-- Turn Signals, Whelen, LED, M6, Amber Lens (Pair)	1
-- Backup Lts, Whelen, LED, M6 (Pair)	1
-- Tail Lt Bezel, 4 Lts, Whln M6 (Pair), ABS Chrome	1
-- Fouts4 Body LED Marker Lights	1
-- Marker Lts, 0.75" LED, DOT Required	1
-- Reflectors, Red, (4), Rear Body	1
-- License Plate, Bracket, w/ LED Lt.	1
TRAFFIC ADVISOR	1
-- Trffic Advsr, Whelen TAL85, 48.00" LED	1
-- Traffic Advsr Lt Mtg, Surface Mt, w/ Alum Guard, Rr Bdy	1
SCENE LIGHT(S) - UPPER BODY	1
-- Scene Lts, LED, Whelen, Side Facing Upper Frnt, (2) M6ZC Chrme Bzl	1
-- Scene Lts, LED, Whelen, Side Facing Upper Rear (2) M6ZC, Chrme Bzl	1
-- Scene Lts, LED, Whelen, Upper Rear (2) M6ZC, Chrme Bzl	1
-- Lt Cntrls, Scn Lt, Each side Separate, Rocker Switch Panel	1
-- Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse	1
BACKUP CAMERA	1
-- Rearview Camera, 7.00" Color Monitor	1
-- Monitor Location, Rear View Mirror	1
WARNING LIGHTS PACKAGE, FOUTS 4	1
-- Warning light flash pattern, Default NFPA	1
LIGHTBAR	1
-- Lht Bar, Whelen, Justice, JE2NFPA, 56.00", LED, 8 Red/ 2 White	1
-- White Lhts, "Blocking Right of Way"	1
-- Lt Bar Swtch, Rocker, Single Switch/ Master Warn, Cab	1
-- Lightbar Mount, MKEZ7	1
UPPER LEVEL WARNING LIGHTS	1
-- Warn Lts, Whelen, Side Facing Upper Frnt, (2) M6 Series LED	1
-- Wrn Lt, Dvr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
-- Wrn Lt, Offcr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
-- Flange, Chrome, Wrn Lt, Whln, M6 Series, Ea	2
-- Warn Lts, Whelen, Side Facing Upper Rr, (2) M6 Series LED	1
-- Wrn Lt, Dvr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
-- Wrn Lt, Offcr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
-- Flange, Chrome, Wrn Lt, Whln, M6 Series, Ea	2
-- Warn Lts, Whelen, Upper Rear, (2) M6 Series LED	1

12/12/2023

Page 9

DESCRIPTION	QTY
-- Wrn Lt, Drvr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
-- Wrn Lt, Offcr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
-- Flange, Chrome, Wrn Lt, WhIn, M6 Series, Ea	2
-- Upper Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab	1
LOWER LEVEL WARNING LIGHTS	1
-- Wrn Lts, Whelen, Lower Warn Lt, (2) M4 Series LED	1
-- Wrn Lt, Drvr, Whelen, M4 Series, Red LED, Clear Lens, Ea	1
-- Wrn Lt, Offcr, Whelen, M4 Series, Red LED, Clear Lens, Ea	1
-- Flange, Chrome, Wrn Lt, WhIn, M4 Series, Ea	2
-- Wrn Lts, Whelen, Intrstct, (2) M4 Series LED	1
-- Wrn Lt, Drvr, Whelen, M4 Series, Red LED, Clear Lens, Ea	1
-- Wrn Lt, Offcr, Whelen, M4 Series, Red LED, Clear Lens, Ea	1
-- Flange, Chrome, Wrn Lt, WhIn, M4 Series, Ea	2
-- Wrn Lts, Whelen, Low Mid Bdy (2) M7 Series LED	1
-- Wrn Lt, Drvr, Whelen, M7 Series, Red LED, Clear Lens, Ea	1
-- Wrn Lt, Offcr, Whelen, M7 Series, Red LED, Clear Lens, Ea	1
-- Flange, Chrome, Wrn Lt, WhIn, M7 Series, Ea	2
-- Wrn Lts, Whelen, Low Rr (2) M6 Series LED	1
-- Wrn Lt, Drvr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
-- Wrn Lt, Offcr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
-- Bezel(s), Tail lhts	2
-- Lower Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab	1
AUDIBLE WARNING	1
-- Siren, Whelen, 295SLSA1, 100/200 watt	1
-- Spkr, WhIn, 100 watt, SA315, RH Side	1
-- Label, FAMA #42: "Siren Noise"	1
== PAINT/ PREP/ STRIPE - FOUTS 4 - 7.250 03/07/23 ==	1
PAINT AND FINISH	1
-- Cab, Standard Color	1
-- Anti-Corrosion Protection, ECK	1
-- Body Undercoating, Rescue Body	1
-- Compartment Interiors, Side, Zolatone	1
-- Paint Color, Match Chassis	1
-- Wheel Rims, As Provided with Chassis	1
LETTERING AND STRIPING	1
-- ===== NO Reflective Lettering - Purchaser Supplied =====	1
-- Rear Chevron, 3M Diamond Grade, Red/ Fluorescent Yellow Green	1
Fouts Logo Plate, (1)	1
== LOOSE EQUIPMENT - FOUTS 4 - 7.250 03/07/23 ==	1
HARD SUCTION HOSE(S)	1
-- Suction Hose, PVC, Kocheck, 6.00"x8', LHF X RLM	2
== WARRANTY- FOUTS 4 - 7.250 03/07/23 ==	1
WARRANTY REQUIREMENTS	1
General Warranty, (1) Year	1
Body Warranty, Alum, (10) Year	1

Project Name: Mini-Pumper TM Year and Article #: 2023ATM Article 16, Project #2 Appropriation: \$350,000.00

Low Bidder: Bulldog Fire Apparatus

Bid Price: \$349,358.00

Post Procurement Checklist

Please complete checklist below for contracts requiring Selectmen* signature **before Wednesday morning**** in order to get sign-off approval 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 **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.


2. Finance Director has signed that funds are available: 012208 Account # 623162

3. Please provide a single **copy of the bid packet** along with all supporting documents.

4. Please use K-P Law provided standardized contracts.

Buildings and Public Works	Goods and Services
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the State Bid List :
<input type="checkbox"/> C2. If construction is near \$10,000 you also need: <ul style="list-style-type: none"> <input type="checkbox"/> a. Written spec sheet. <input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS. <input type="checkbox"/> c. Apparent low bidder posted to Town website. 	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was in the Capital Plan. <input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature. 	<input type="checkbox"/> GS2. If project is over \$5,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to. <input type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Bid Bond of 5% of total value. <input type="checkbox"/> b. Sealed Bids. <input type="checkbox"/> c. End of Public Works construction requirements 	<input type="checkbox"/> GS3. If project is over \$50,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS. <input type="checkbox"/> b. Show project utilized sealed bids. <input type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks. <input type="checkbox"/> b. Set a designer fee or price ceiling. <input type="checkbox"/> c. Use Standard Designer Application Form 	<input checked="" type="checkbox"/> GS4. If project is over \$100,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin. <input type="checkbox"/> b. Show project utilized sealed bids. <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 shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. 100% payment bond was in bids. <input type="checkbox"/> b. 100% performance bond was in bids. <input type="checkbox"/> c. DCAMM certified bidders. <ul style="list-style-type: none"> <input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000. 	
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> a. Solicit qualifications prior to sealed bids. 	

Original for Accounting Original for Procurement Original for Vendor Contract to Treasurer's

Signature of Town Administrator: 

**Intermunicipal Agreement
Terms and Conditions**

**Barnstable County
3195 Main Street
Barnstable, MA 02630**

THIS INTERMUNICIPAL AGREEMENT is made pursuant to General Laws Chapter 40, §4A, this
 th day of January, 2024 by and between
the Town of Harwich, 732 Main Street, Harwich, MA 02645

(Town Name and Address)

(hereinafter referred to as Town), and Barnstable County (hereinafter referred to as County and collectively as the "Parties").

The Intermunicipal Agreement ("Agreement") Terms and Conditions and any agreed upon changes thereto included in any Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

NOW THEREFORE, the County and the Town do mutually agree as follows:

1. **Employment of County.** The County hereby agrees to perform the services hereinafter set forth in the Scope of Services for the dredging of Round Cove. County hereby agrees to hold the Town harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and County specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the County files such claim.

2. **Scope of Services.** The County shall perform the scope of services to the Town set forth in the scope of work:

Attachment A - Statement of Work- Dredging of Round Cove

3. **Amendments.** The following amendments to the Intermunicipal Agreement have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

4. **Time of Performance.**

on or about January 3, 2024

Start Date

on or about January 15, 2024

End Date

5. **Responsible County Official:** The County Official and Department exercising managerial control for this Contract shall be: Ken Cirillo, Director, Barnstable County Dredge Department

6. Payment:

- A. The Town shall compensate the County for the services rendered at the rate of \$12 per Cubic Yard (e.g., hour, week, quarterly, project, etc.).
- B. In no event shall the County be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the County's Invoice(s) that is (are) sent Monthly____, Quarterly____, Other X (specify): **upon receipt of the Post-Dredge Survey Plan with final volume calculations and Excavator transportation charges.**
- D. Reimbursement for Travel and Other County Expenses:
- All travel and meals are part of this Agreement. No reimbursement will be made.
 - County will be reimbursed for pre-approved travel in an amount not to exceed \$_____. Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
 - County will be reimbursed for OTHER expenses in an amount not to exceed \$_____.
 - OTHER Expenses shall be limited to: Transportation charges for the Excavator. Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
- E. The total of all payments made against this Agreement and paid to the County shall not exceed: \$75,000.00

Upon acceptance of the County's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the County with a written explanation for the rejection. At the end of each fiscal year, County must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31st of the year when the services were performed. County shall submit invoices within sixty (60) days of completing the work.

7. Termination or Suspension of Agreement for Cause. If through any sufficient cause, the County shall fail to fulfill or perform its duties and obligations under this Agreement, or if either party shall violate or breach any of the provisions of this Agreement, either party shall thereupon have the right to terminate or suspend this Agreement, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

8. Termination for Convenience of Town. The Town shall have the right to discontinue the work of the County and cancel this Agreement by written notice to the County of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the County shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

9. Non-Discrimination in Employment and Affirmative Action. The County shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The County agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Conflict of Interest. County acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, County agrees to comply with all requirements of the statute in the performance of this Contract.

12. Recordkeeping, Audit, and Inspection of Records. The County shall maintain books, records, and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Town or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the County which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

13. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the County under this Agreement which the Town requests to be kept as confidential shall not be made available to any individual or organization by the County without the prior written approval of the County or Town, except to such extent as the information is determined to be a public record.

14. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

15. Political Activity Prohibited. None of the services to be provided by the County shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Town and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

17. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

18. **Compliance with Laws.** The County shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 17 above. Unless otherwise provided by law, the County shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the County's failure to comply with the provisions of this section and, shall indemnify the Town against any liability incurred as a result of a violation of this section. If the County receives federal funds pursuant to this Contract, County understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

19. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

20. **Amendments.** The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the County costs, which are mutually agreed upon by the County and the Town, shall be incorporated in written amendments to this Contract.

21. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

22. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the County: Ken Cirillo, Barnstable County Superior Courthouse, P.O. Box 427, Barnstable, MA 02630

To the Town: Town of Harwich, Town Administrator's Office, 73 Main St. Harwich, MA 02645

Employees of Barnstable County shall not be held personally or contractually liable by or to the Town under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized County official.

IN WITNESS WHEREOF, the County and Town have executed this date, January , 2024.

FOR THE COUNTY:

BARNSTABLE COUNTY:

Mark Forster

Sheila Lyons

Ron Bergstrom

Date: January 3, 2024

FOR THE TOWN:

HARWICH:

Date: January , 2024

**ATTACHMENT A STATEMENT OF WORK
DREDGING OF ROUND COVE, HARWICH**

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town in accordance with the specifications, drawings, and plans (Attachment B – Pre-Dredge Survey Plan) up to a maximum contract amount of \$75,000.00. This is based on removing up to approximately 6,000 cubic yards of material at \$12.00 per cubic yard and Excavator transportation charges.
2. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels.
3. To comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
4. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10% of the dredge volume as estimated or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were not reasonably foreseeable. The parties agree that variations on the scope of 10% more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes more than 10% shall require the parties to adjust this contract in writing pursuant to Article V.
5. Without the prior approval of the Town, the dredge may operate between the hours of 7:00 A.M. and 5:00 P.M, Sunday through Saturday.

THE TOWN OF HARWICH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project and provide all related documentation to County (specifications, plans, drawings, and permits including the approximate location of any underwater pipes, cables or other known obstructions not properly marked on nautical charts and or surveys).
2. To conduct required inspections and testing consistent with federal, state, and local permits and approvals.
3. To inspect the County's on-site dredging work in a timely manner.
4. To obligate funds to conduct the dredging work specified as specified as specified in Attachment B - Pre-Dredge Survey plan.

COUNTY INSURANCE:

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance, the County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General Liability and Excess Liability insurance.
4. Pollution insurance.
5. Contingent Watercraft Liability insurance.

WEATHER CONDITIONS:

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

PROJECT CLOSEOUT:

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment B is completed to the mutual satisfaction of all parties.

TOWN
ADMINISTRATOR'S
REPORT

Fitness Room Revolving Fund October, November & December 2023

Deposited Revenue: \$10,165.00

- Membership is \$15 per person for 30 days
- Revenue from Silver Sneakers insurance payments not included in this report

Part Time Salaries (Weight Room Coverage): \$11,565.42

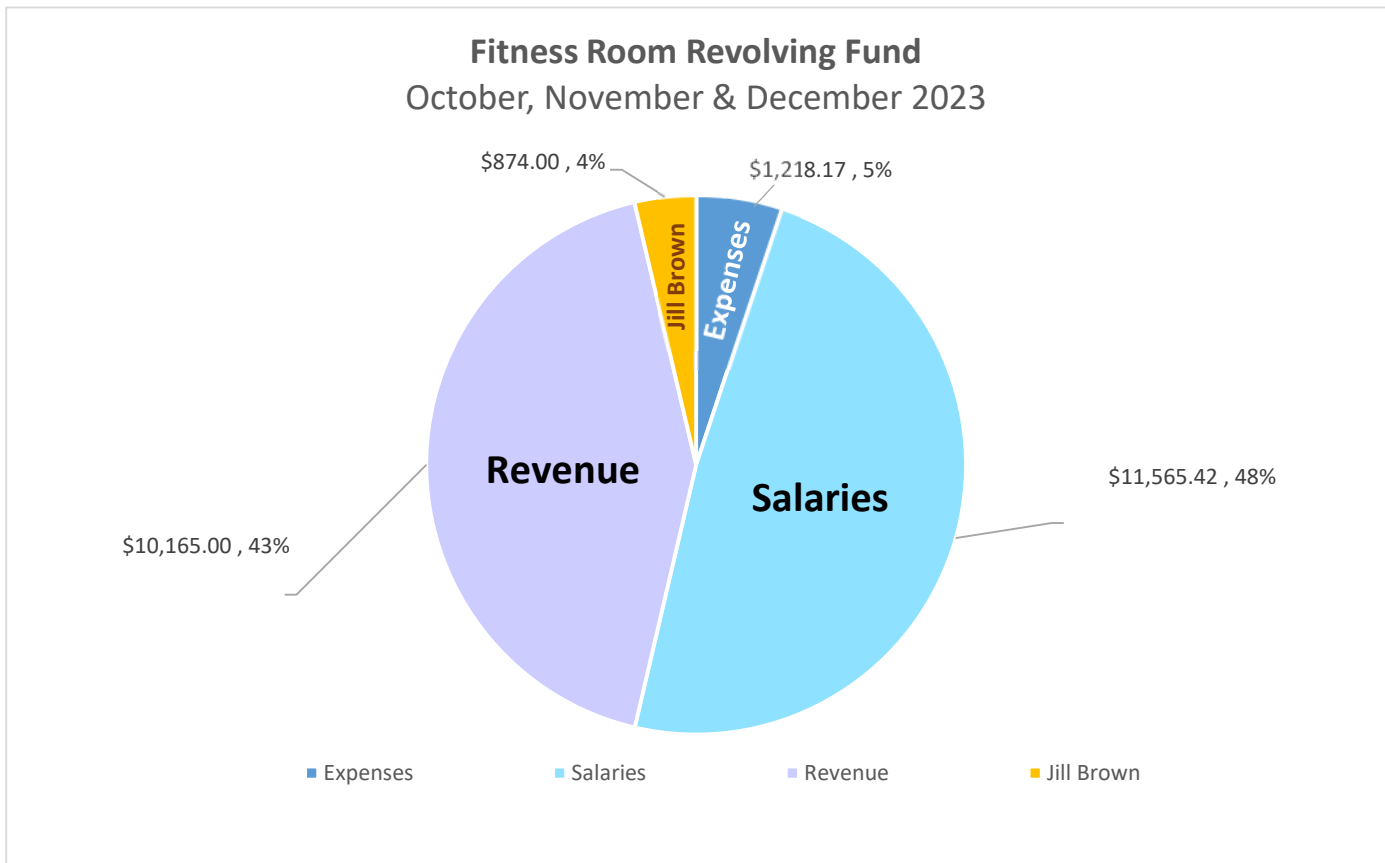
- Includes coverage from 6AM-9PM – Tuesday (15 hours), Wednesday (15 hours), Thursday (15 hours) & Friday (15 hours) = 60 hours total
- Monday: 6AM-6PM (12 hours)
- Saturday: 8AM-4PM (8 hours)
- Occasional staff coverage (sick, vacation).

Expenses (Weight Room):

- Cleaning supplies wipes (\$1,218.17)

Personal Trainer – Jill Brown: \$874.00

- Jill Brown offers free personal training advice to all fitness room members. She works Monday & Thursday, 9:15AM-11:15AM.



Revenue Breakdown

Total Cash Payments: \$7360.00 (487 Memberships)

Total Check Payments: \$2805.00 (187 Memberships)

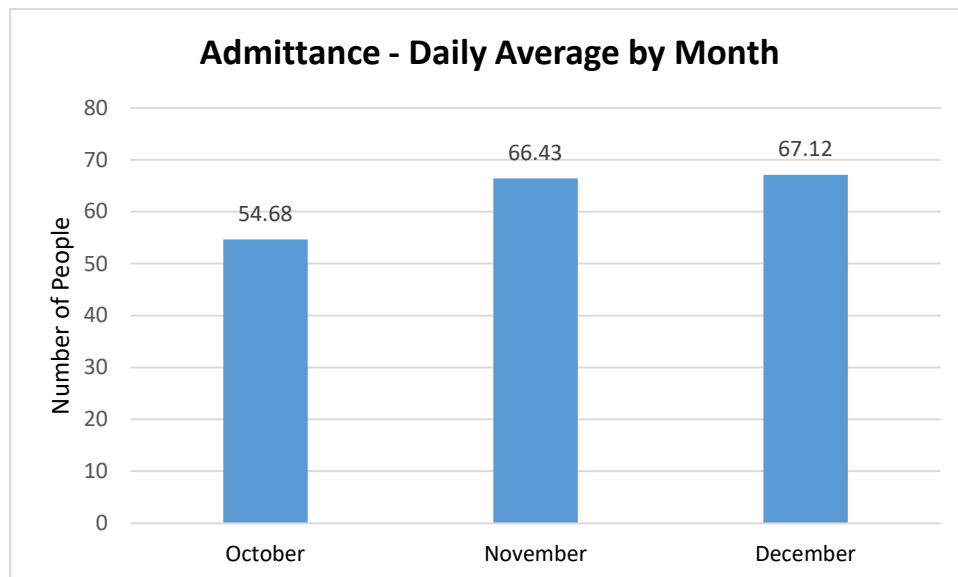
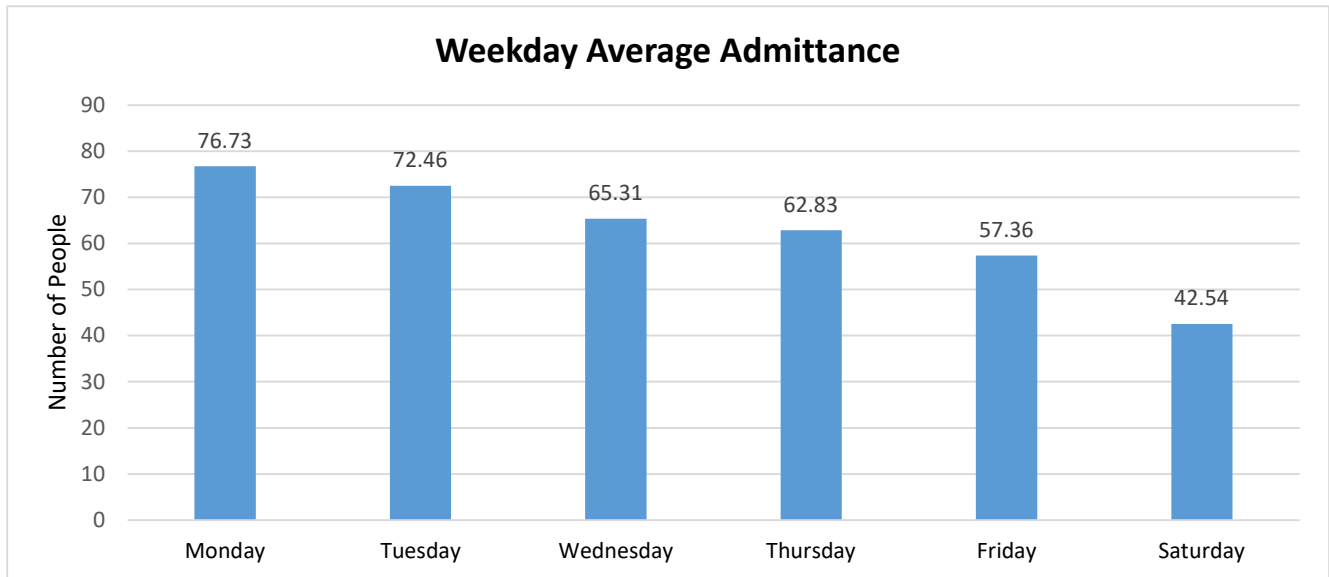
Total Memberships Sold: 674 Monthly Memberships

Community Center Fitness Room Revolving Fund

The purpose of the Fitness Room Revolving Fund is to establish a mechanism where member fees directly pay for the services members are offered. These services include supplies, equipment replacement repairs, and staffing. Staffing includes Community Center front desk/fitness room coverage from 6AM-6PM on Mondays, 2PM-9PM on Tuesdays & Wednesdays, 6AM-2PM on Fridays, and 8AM-4PM on Saturdays. This Fund also pays for a certified personal trainer to provide free consultations and guidance on Weight Room equipment for members two days per week (four hours per week in total).

Fitness Room Revolving Fund revenue comes in the form of membership fees. There is a 30 day membership fee for \$15.00. Expenditures are paid out for the above mentioned services. Fitness Room Revolving Fund revenue is split between the Revolving Fund and the Town General Fund (75% remains in the Revolving Fund, while 25% is deposited in the Town General Fund).

The graphs and tables attached show the second quarter (Oct 1st – Dec 31st) total expenses and revenue for the Fund. The graph below shows the average monthly and daily admittance to the Fitness Room.



Summary of Project

HIWAY SUPER-P SANDER

Purchase one HIWAY SUPER-P 9-foot stainless steel sander to replace a 24-year-old Fisher sander. The new sander will hold more material reducing the number of times the truck would need to travel back to the salt barn to refill, therefore lowering fuel usage. The Fisher sander will be retained as a backup sander in case of a breakdown.

State Contract: Greater Boston Police Council (GBPC)

Funding Source: Snow and Ice 014232 5530 00

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: KYLE EDSON DEPARTMENT: DPW HIGHWAY

FUNDING SOURCE: SNOW AND ICE 014232 5530 00

Appropriated amount: \$18,550.00 Estimated cost: \$ 18,550.00 Actual cost: \$18,550.00

PROCUREMENT METHOD:

GREATER BOSTON POLICE COUNCIL (GBPC) STATE CONTRACT

PURCHASE DESCRIPTION:

Purchase descriptions should contain the following components (see document on purchase descriptions):
Description of supplies or services required; quantities required; schedule for performance and delivery terms.

Purchase (1) HIWAY SUPER-P 9 foot stainless steel sander to replace a 24 year old 8 foot Fisher sander. The new sander will hold more material reducing the number of times the sander would need to travel back to the salt shed to refill, also lowering fuel useage. The Fisher sander will be retained as a back up sander in case of a breakdown.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Megan Green 36E65676E18A4AC... DocuSigned by: 014232 - 553000
Account # \$18,550.00

Approved to proceed: Town Administrator or Designee: Joseph F. Powers 0623C0C5799644E... DocuSigned by:

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Select Board, hereinafter referred to as "Town," and J.C. Madigan Inc. with an address of 450 Old Union Turnpike, Lancaster, MA 01523 hereinafter referred to as "Contractor", effective as of the 3rd day of January, 2024. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with a HIWAY SUPER-P9 foot stainless steel sanderwer including the all items listed within the quote dated 11/28/2023, attached.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing upon contract execution through June 30, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$18,550.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability with liability coverage for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall be written on an occurrence basis. This policy shall provide coverage on a primary and non-contributory basis and should name the Municipality as an "Additional Insured".
- 2) Automobile Liability (applicable for any automobile operating exposure) with limits of not less than \$1,000,000 covering all owned, non-owned, hired, rented or leased vehicles. The Municipality should be named as an "Additional Insured". See Snow Plowing Recommendations
- 3) Workers' Compensation and Employers' Liability Insurance including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than \$500,000 per accident. Each contractors, subcontractors, and consultants performing work on or about the Premises shall have similar policies covering their employees.
- 4) Umbrella Liability of at least \$2,000,000 per occurrence with a \$2,000,000 Annual Aggregate. The Municipality should be named as an "Additional Insured".

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

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

042733053
Social Security Number or
Federal Identification Number

DocuSigned by:
Timothy M Madigan
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Select Board Over \$75,000

DocuSigned by:
Timothy M Madigan
Timothy M Madigan
President

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:
Megan Green (\$18,550.00)
Finance Director Contract Sum

DocuSigned by:
Joseph F. Powers
Town Administrator

24052
Account/PO #
014212 / 553000

J.C. MADIGAN INC.
450 OLD UNION TURNPIKE
LANCASTER, MA.

SALES DEPT.
TEL. (978)847-2900
FAX (978)847-0068

QUOTE: TOWN OF HARWICH HWY DEPT

TO KYLE @ GARAGE

FROM JOHN DWYER

**9 FT 3.02 CUYD 304 STAINLESS STEEL MATERIAL
SPREADER HIWAY MODEL SUPER-P INSTALLED ON A
TOWN SUPPLIED DUMP BODY WITH THE FOLLOWING
EQUIPMENT.**

- 1) DUMP BODY MOUNTING KIT**
- 2) TWO MOTOR HYDRAULICS**
- 3) HEAVY DUTY MATERIAL SCREENS**
- 4) (2) LED CHUTE MOUNTED WORKLIGHTS**
- 5) REAR MTD. STAINLESS LIGHTBAR W/RECESSED WHELEN 2G
LED FLASHERS & ST/TL**
- 6) FRONT AND REAR STAINLESS SPILLSHIELDS**

PRICE \$18,550.00

**NOTE!! CURRENT GREATER BOSTON POLICE COUNCIL MEMBERS CAN
PURCHASE THE ITEMS ABOVE THRU THE GBPC CONTRACT TO PROCEED
PLEASE REQUEST FROM J.C.MADIGAN INC A GBPC FORMATED INVOICE,
SIGN, AND RETURN**

APPROVAL _____ DATE _____

PO# _____

#24052

11/28/2023

Low Bidder: _____

Bid Price: \$18,530.00

12/13/18 Revised Procurement Checklist

Please complete checklist below for contracts requiring Selectmen* signature **before Wednesday morning**** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

*Note: contracts (not grants) **below \$25,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved. 014232 - 553000
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less. \$18,550.00
- 2. Finance Director has signed that funds are available: Megan Green Account # _____
- 3. Please provide a **single copy of the bid packet along with all supporting documents.**
- 4. Please use K-P Law provided standardized contracts.

<u>Buildings and Public Works</u>	<u>Goods and Services</u>
<input type="checkbox"/> C1. Please show Prevailing Wage was used. <input type="checkbox"/> C2. If construction is near \$10,000 you also need: <ul style="list-style-type: none"> <input type="checkbox"/> a. Written spec sheet. <input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS. <input type="checkbox"/> c. Apparent low bidder posted to Town website. <input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was in the Capital Plan. <input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature. <input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Bid Bond of 5% of total value. <input type="checkbox"/> b. Sealed Bids. <input type="checkbox"/> c. End of Public Works construction requirements <input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks. <input type="checkbox"/> b. Set a designer fee or price ceiling. <input type="checkbox"/> c. Use Standard Designer Application Form <input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. 100% payment bond was in bids. <input type="checkbox"/> b. 100% performance bond was in bids. <input type="checkbox"/> c. DCAMM certified bidders. <ul style="list-style-type: none"> <input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000. <input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Solicit qualifications prior to sealed bids. 	<input checked="" type="checkbox"/> GS1. If procured using the State Bid List : <ul style="list-style-type: none"> <input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan. <input checked="" type="checkbox"/> GS2. If project is over \$5,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to. <input type="checkbox"/> b. Maximum contract length is three years. <input type="checkbox"/> GS3. If project is over \$50,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS. <input type="checkbox"/> b. Show project utilized sealed bids. <input type="checkbox"/> c. Apparent low bidder posted to Town website. <input type="checkbox"/> GS4. If project is over \$100,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin. <input type="checkbox"/> b. Show project utilized sealed bids. <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 shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p> <p style="font-style: italic;">G-BFC State Contract Funding Snow + Ice 014232 5530 00</p>

Original for Accounting Original for Procurement Original for Vendor Contract to Treasurer's Signature of Town Administrator or Assistant Town Administrator: Joseph F. Powers

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

CORRESPONDENCE

Danielle Freiner

From: stay@beachbreezeinn.net
Sent: Tuesday, January 2, 2024 2:05 PM
To: Michael D. MacAskill; Don Howell; Julie Kavanagh; Jeff Handler; Joe Powers
Cc: cyndi@harwichcc.com
Subject: Support for TDMD

Dear Select Board,

We're writing to express our support for the proposed Tourism Destination and Marketing District.

We have owned and operated A Beach Breeze Inn in West Harwich since 2002. We have put an emphasis on providing clean, affordable accommodations to families, many repeat guests and those that are staying with us for the first time. Since we strive to maintain affordable rates, we were initially somewhat reluctant to support the TDMD. After digging a little deeper and meeting with representatives from the Harwich and Cape Cod Chambers of Commerce, we now understand just how necessary it is.

One of the most compelling pieces of information for us was hearing that many other tourism destinations in New England and beyond have already established TDMDs. We feel that establishing a TDMD here will help us stay on a level playing field with these other markets.

Another plus is the access to funds that will help stretch out the shoulder seasons. We're very fortunate to enjoy great occupancy numbers during the summer months, but bringing folks to our area during the shoulder seasons would be a game-changer. The TDMD will allow for more events that will draw people and would help small properties like ours to offer more desirable vacation packages, which could also help bring in people during slower months.

Thank you for your consideration.

Respectfully,

Pam and Brant Lemieux

A Beach Breeze Inn

West Harwich, MA

508-432-2101

stay@beachbreezeinn.net

www.beachbreezeinn.net

Danielle Freiner

From: Alton Chun <achun@wequassett.com>
Sent: Friday, December 29, 2023 12:26 PM
To: Michael D. MacAskill; Don Howell; Julie Kavanagh; Jeff Handler; Joe Powers
Cc: Josette C. Willis
Subject: Support for Cape Cod Tourism Destination Marketing District (TDMD)

Dear Harwich Town Administrator and Select Board,

I am reaching out on behalf of Wequassett Resort to express our wholehearted support for the establishment of a Cape Cod Tourism Destination Marketing District (TDMD).

The hospitality industry in Harwich has confronted distinct and formidable challenges in its recovery from the COVID-19 pandemic, encompassing issues like labor shortages, inflation, and evolving visitation patterns. Moreover, with over 18,000 registered short-term rental properties in the Cape Cod region, local hotel and motel businesses are grappling to maintain competitiveness while adhering to regulations that short-term rentals may not be subject to. In the past year, our region has experienced an increase in short-term rental inventory, coupled with the closure of hotel rooms for various purposes, including workforce housing. Consequently, commercial lodging properties across the Cape are witnessing rising rates of blight, vacancy, and underutilization. A targeted investment is imperative to ensure the sustained competitiveness and prosperity of traditional lodging businesses on Cape Cod.

The proposed TDMD serves as a transformative tool that empowers lodging businesses to create a consistent source of funding for tourism promotion. These funds are subsequently reinvested into local businesses and communities. TDMD funds can be strategically utilized, such as boosting business volume during off-peak months, supporting workforce housing initiatives, and alleviating the impacts of over-tourism on our region.

I kindly urge the Harwich Select Board to cast a favorable vote "YES" on the resolution authorizing the establishment of a Cape Cod TDMD. Your consideration of this matter is greatly appreciated.

We at Wequassett hope you all have a wonderful holiday season and a Happy New Year.

Alton, Josette, and the Wequassett Team



Alton Chun | Regional Managing Director
P 508.430.6885 | C 347.927.0229
2173 Head of the Bay Road | Harwich, MA

[Wequassett Resort](#) | [Montauk Yacht Club](#) | [Red Jacket Resorts](#)