

SELECTMEN'S MEETING AGENDA*

Executive Session 6:00 P.M.

Regular Meeting 6:30 P.M.

Monday February 8, 2021

REMOTE PARTICIPATION ONLY

OPEN PUBLIC FORUM – NEW STEPS – PLEASE READ

1. First, send an email to comment@town.harwich.ma.us (send emails at any time after the meeting agenda has been officially posted)
 - a. In the subject line enter “request to speak, your name”
 - b. In the body of the email please indicate which specific agenda item you wish to speak on.
No further detail is necessary.
 2. The meeting will close to new attendees promptly at the scheduled start time for the meeting, generally 6:30pm. It will remain closed to new attendees until agenda items with scheduled speakers are reached. This is to minimize interruptions. You may join prior to (6:30) or when the meeting has been opened up. You may participate using your computer and the GoToMeeting interface or simply using your phone. Connection information can be found below.
 3. After the Chairman has opened the floor to those wishing to speak callers will be taken in the order the emails are received.
Use *6 to mute and unmute your phone
- When you join the meeting by phone you should turn off Channel 18 or your computer if streaming the meeting.

Board of Selectmen Meeting

Mon, Feb 8, 2021 6:30 PM

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

<https://global.gotomeeting.com/join/546581165>

You can also dial in using your phone.

United States: +1 (669) 224-3412

Access Code: 546-581-165

I. **CALL TO ORDER**

II. **EXECUTIVE SESSION**

- A. Pursuant to M.G.L. c. 30A section 21 (a) paragraph 3 to discuss with respect to collective bargaining for Harwich Employees Association (HEA) and the Highways and Maintenance Employees Association (HMEA) if an open session would have a detrimental effect on the town's bargaining position and the Chair so declares

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

- A. COVID-19 Updates
- B. Update on ongoing efforts by the Town in support of the business community

V. **PUBLIC COMMENTS/ANNOUNCEMENTS**

VI. **ANNUAL COMMITTEE PRESENTATIONS**

- A. Planning Board
- B. Real Estate and Open Space
- C. Recreation & Youth Commission

VII. **PUBLIC HEARING/PRESENTATIONS**

- A. Discussion with George Heufelder, Barnstable County and Brian Dudley, Massachusetts Department of Environmental Protection regarding innovative alternatives (I/A) technologies for wastewater

VIII. **CONSENT AGENDA**

- A. Vote to approve the appointment of Margo Fenn to the Real Estate and Open Space Committee – Term to expire June 30, 2022
- B. Vote to approve the appointment of Ernest Crabtree to the Conservation Commission – Term to expire June 30, 2023
- C. Vote to approve a Caleb Chase request in the amount of \$717.38

IX. **NEW BUSINESS**

- A. Town Administrator's submittal of Fiscal Year 2022 comprehensive budget and budget message
- B. Discussion and vote to affirm the Town Administrator's appointment of Meggan Eldredge as Assistant Town Administrator
- C. Discussion and vote to appoint special counsel on behalf of the Affordable Housing Trust
- D. Discussion and possible vote – Route 28 - Snow Inn Road – Freeman Street Intersection

X. **CONTRACTS**

- A. Discussion and possible vote for the Board of Selectmen to execute contract with Musco Sports Lighting, LLC for the purchase of Whitehouse Field Lights for \$332,123.00

XI. **TOWN ADMINISTRATOR'S REPORT**

XII. **SELECTMEN'S REPORT**

XIII. **ADJOURNMENT**

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

Authorized Posting Officer:

Danielle Delaney, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
February 4, 2021

WEEKLY BRIEFING



Town of Harwich Board of Health

732 Main Street Harwich, MA 02645
508-430-7509 – Fax 508-430-7531
E-mail: health@town.harwich.ma.us

February 5, 2021

Weekly COVID-19 Case Update

CASES AND STATISTICS

To date there have been a total of 512 cases of COVID-19 in the Town of Harwich. As of today, we are following 31 active cases of COVID-19 in Harwich residents (not including Wingate). We continue to have an elevated active caseload.

Harwich remains in the “red” which designates us as a **High Risk Community**. This designation is made when a community of our size reaches a positivity rate of over 5% and has had more than 25 positive cases in a two week period. We have a positivity rate of 5.45% which is determined by the number of tests administered. There were 1266 tests administered and 69 tests were positive in the last 2 weeks. This is lower than last week.



Massachusetts Department of Public Health COVID-19 Dashboard – Thursday, February 4, 2021

Count and Rate of Confirmed COVID-19 Cases and Tests Performed in MA by City/Town, January 1, 2020 – February 2, 2021

City/Town	Total Case Count	Case Count (Last 14 Days)	Average Daily Incidence Rate per 100,000 (Last 14 days) ¹	Relative Change in Case Counts ²	Total Tests	Total Tests (Last 14 days)	Total Positive Tests (Last 14 days)	Percent Positivity (Last 14 days)	Change in Percent Positivity ³
Hampden	324	31	45.2	Lower	7748	560	34	6.07%	Higher
Hancock	14	0	0	Lower	209	11	0	0%	Lower
Hanover	1011	135	67.1	Lower	18318	2125	148	6.96%	Lower
Hanson	668	79	52.4	Lower	12520	1167	89	7.63%	Lower
Hardwick	63	7	15.0	Lower	2709	398	11	2.76%	Lower
Harvard	101	11	11.3	Lower	6648	603	12	1.99%	Lower
Harwich	512	60	34.0	Lower	13795	1266	69	5.45%	Lower

RE-OPENING

The temporary capacity limits that Governor Baker imposed after the holidays has been lifted as of Monday, February 8, 2021. Capacity limits return to Phase 3, Step 1 levels which have been amended to 40% for most sectors. Restaurants are restricted to 40% capacity and the 90 minute seating limitation remains in place. <https://www.mass.gov/info-details/reopening-massachusetts>

VACCINE UPDATE

As of Monday, February 1st, **all groups in Phase 1 and the first group in Phase 2 (people age 75 and over) are eligible to receive the vaccine.** Eligibility of additional groups within Phase 2 has not been announced. Only Phase 1 and those age 75 and over are currently eligible.

All clinics require an appointment. Appointments must be made via the online sign-up found at: <https://www.mass.gov/info-details/covid-19-vaccination-locations>

The difficulties surrounding transporting vaccine are being worked out and The Visiting Nurses Association has advised Health Departments that they will be available to assist with homebound individuals. Please ensure that the Council on Aging is aware of a person’s homebound status in

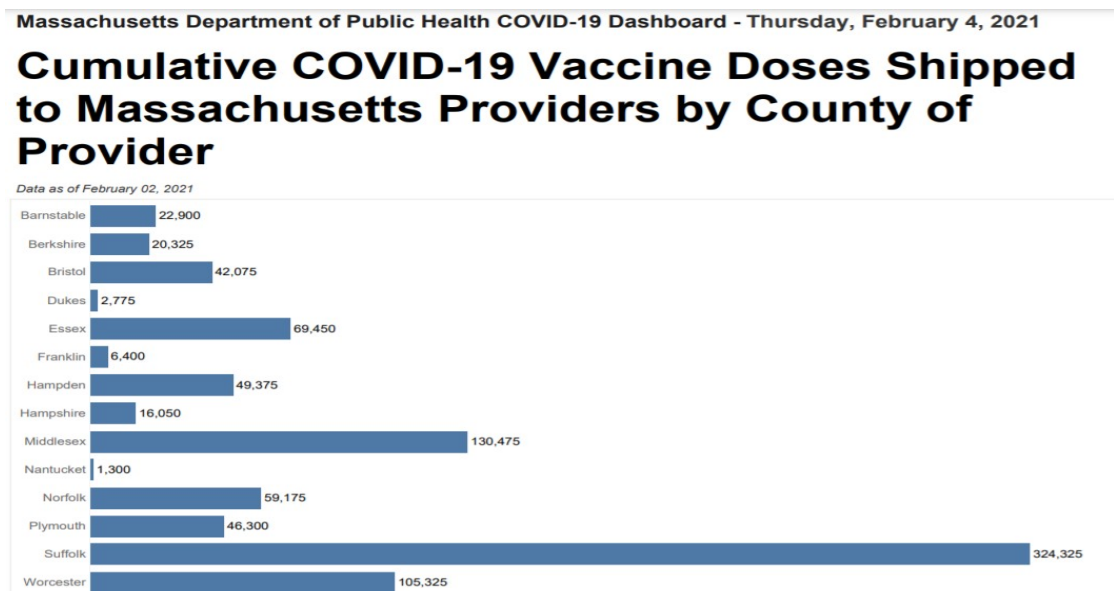
order to utilize this service. Homebound, for the purposes of COVID-19 vaccine distribution, means that a person is unable to leave their home without the assistance of an ambulance. If a person is able to get to a drive-through or walk-in clinic they are not considered “homebound” for this program. Individuals should not contact the VNA directly for this service at this time.

The Department of Public Health has a new program that assists people over the age of 75 who do not have the ability to use the online system sign up for a vaccine.

Massachusetts Vaccine Scheduling Resource Line

- Reach by calling 2-1-1, starting at 11:30 AM on 2/5/21
- Available in English and Spanish, with translators to support approximately 100 additional languages.
- Individuals ages 75 and older will be able to speak to a representative on the phone to assist them with an appointment through the state’s public website; it will not give individuals access to additional appointments.
- If no appointments are available, callers can be placed on a call back list for the mass vaccination sites to be called on first-come, first-served basis.
- Only for individuals ages 75 and older who cannot use the internet and therefore are unable to schedule an appointment through the online platforms.
- The resource line is not to answer general questions about COVID-19 or provide individual health care advice.
- The quickest and easiest way to schedule a vaccine appointment or check availability is to use the online system at mass.gov/covidvaccine

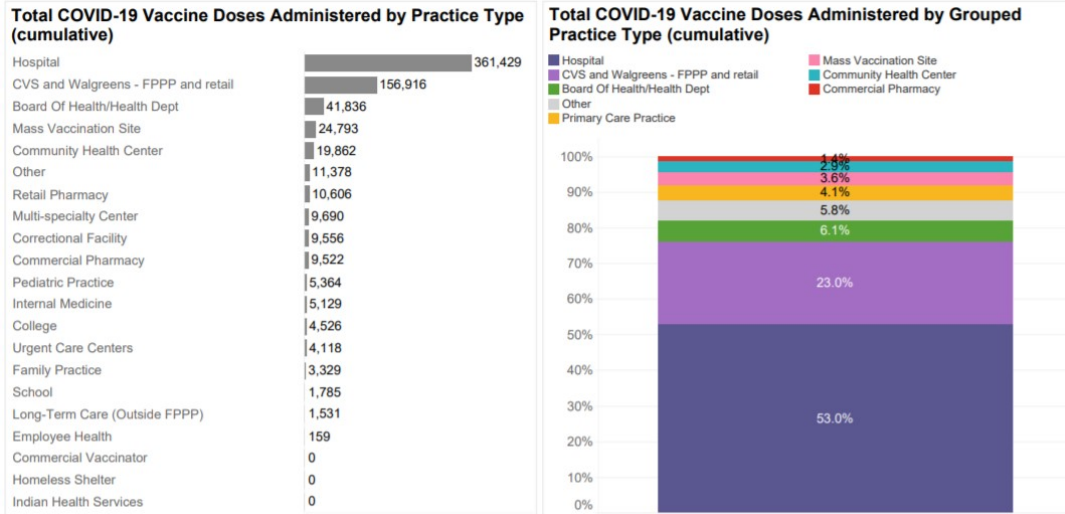
Vaccine distribution statistics from the Department of Public Health:



Massachusetts Department of Public Health COVID-19 Dashboard - Thursday, February 4, 2021

Total COVID-19 Vaccine Doses Administered by Practice Type

Data as of February 02, 2021



TESTING

FREE asymptomatic testing for COVID-19 is still available at Outer Cape Health Service through February 28, 2021. This is the rapid antigen test and is not valid for Travel Order compliance. PCR testing is also available here. For testing options at Outer Cape Health, please call 508-905-2888 in advance to make a testing appointment.

Testing is available in other locations 7 days per week through Cape Cod Healthcare. Call the Community Testing Line at 508-534-7103 to make an appointment.

We continue to be frustrated by the limited supply of vaccine on Cape Cod. Please know that each local board of health has voiced their concern and are working collaboratively to change this inequity.

Keep wearing your mask and social distancing!

Meggan Eldredge
Health Director

ANNUAL
COMMITTEE
PRESENTATIONS

AGENDA ITEM IV.B.2

Report of the Planning Board

The Planning Board's main charge is that of regulatory review for the development and redevelopment of land and sites in Harwich. The Board through the process of open meetings confirms that all application are in compliance with the Town's Zoning Bylaws (Zoning Code), the Planning Board Rules and Regulations and the Town's Local Comprehensive Plan. 2020 was definitely a unique year with the COVID-19 Pandemic.

The pandemic resulted in the move from in person meetings and public hearings to virtual meetings and public hearings. The Board did not miss any meetings, nor were any applications deferred as a result of the Governors emergency order; however getting necessary documents signed by the Board took a great deal of safety coordination.

Development Application Summary

From an application standpoint it was not as busy as 2019 which had a 10 years high of 50 applications. This year 34 applications were submitted and the Board held 22 meetings. Seven (7) cases carried over from 2019 and nine (9) cases will be held over to 2021. The Board's cases and determinations are as follows:

- 8 Approval Not Required (ANR) Plans were received. Seven were endorsed and one is pending.
- 1 Approval of a Modification for a Definitive Subdivision Plan.
- 10 Use Special Permits were approved and two withdrawn.
- 6 Site Plans Review applications were received; 5 are pending and one withdrawn.
- 6 Site Plan Review Special Permits & Use Special Permits applications were received; 3 were approved and 3 are pending.
- 2 Waiver of Site Plans were reviewed; one was approved and one withdrawn.
- 5 requests and approvals were for Release of Covenants.

Zoning Code Amendments

This year's annual Town Meeting was delayed due to the pandemic, to September. This allowed the Board to work on two (2) specific zoning amendments: the West Harwich Special District (the Cape Cod Commission and Barnstable County Commissioner approved this area as a District of Critical Planning Concern (DCPC) in late 2019) and changes to the various bylaws related to the Multifamily Use Special Permit. The Board also sponsored a third zoning amendment that had to do with the deletion of references to Essential Services.

These zoning amendments were approved by Town Meeting and are awaiting Attorney General Approval. (Note: all the zoning amendments were approved on January 12, 2021.)

Planning Projects

Following Town Meeting and the approval for the West Harwich Special District bylaw, the Board has begun to craft the new West Harwich Special District Design Review zoning bylaw and Design Guideline. The Board is striving for approval of the zoning bylaw at the 2021 Annual Town Meeting and hopes to adopt the Design Guidelines around the same time.

Membership & Staff

Member attendance is general robust and the members have experienced a remarkable year. Currently the Board has one opening for an alternative member.

The Planning Board did see the departure of the Town Planner, Charleen Greenhalgh who retired in late November. She did return to assist the Board as the part-time Interim Town Planner in early December.

The Planning Board would like to acknowledge Charleen Greenhalgh, Town Planner, Elaine Banta, Planning Assistant and Katie O'Neill for their invaluable work for the Board. The Board would also like to thank the Board of Selectmen and the Citizens of Harwich for their continued support in the Planning Board's effort.

Respectfully Submitted,

Duncan Berry, Planning Board Chairman

2020
ANNUAL REPORT
REAL ESTATE AND OPEN SPACE COMMITTEE

Current Membership: Elaine Shovlin (Chair), Katherine Green, Dave Callaghan, Marcie Smith, Carol Porter, James Donovan

One Vacancy

Attendance: 90%

All Committee Members have satisfied their Conflict of Interest Training. All have been sworn in by Town Clerk.

All Agendas and Minutes have been filed and posted as required.

The Committee has made recommendations to the Affordable Housing Trust regarding properties that may be suitable for affordable housing development. The Committee has made a commitment to attend AHT meetings as often as possible and work closely with AHT to provide affordable housing in Harwich.

REOS continues to confer with the Housing Committee, the Conservation Commission and the Water Department. These working relationships help to identify and prioritize the properties that are beneficial to the use and management of land for public purposes.

The Committee has presented a list of properties to the Board of Selectmen recommending properties for Conservation, Housing and Water quality protection. These properties include Town owned, tax lien and owners unknown.

The Committee continues to review, evaluate and visit properties for the purpose of making informed recommendations to the Board of Selectmen.

REOS has co-sponsored a request for CPA funds co-sponsored with Harwich Conservation Trust.

The Committee appreciates the support of Don Howell, Liaison, Art Boden, Housing Chair, Amy Usowski, Conservation Agent, Charleen Greenhalgh, Town Planner and Michael Lach, Director, Harwich Conservation Trust.

Respectfully submitted,

Elaine Shovlin

Chair

Summer 2020 Information

We had a successful summer beach season with busy beaches and ponds. We were fully staffed at the beaches this year with 35 lifeguards, 6 gate guards, 2 beach supervisors, and 2 parking enforcement officer at the beaches this past summer. Due to the emergence of the Covid pandemic, we did not offer any normal summer programming but we did hire 8 covid compliance personnel for the town beaches to ensure compliance and safety of the patrons and staff.

SUMMER 2019

Daily Passes 3280- \$65,600 **there was a slight decrease in daily passes due to Pleasant Road Beach being resident only temporarily this past summer due to Covid regulations and parking/beach space restrictions

Res. Season Stickers 6744---\$202,320

One Week Stickers 762---\$49,530

Two Week Stickers 101---\$12,625

Season Stickers 260---\$39,000

Duplicate Stickers 81---\$405

Total-- \$369,385

Our Parking Enforcement Officers also wrote 571 parking violation tickets for an estimated revenue of **\$28,550.**

Summer Programs

As previously stated, we were not able to offer any summer youth activities due to covid restrictions We hope to return to normal programming for the Summer of 2021 dependent upon easing of pandemic numbers. .

Fall/Winter/Spring Programming

We offered very limited programming for the other recreational programming for the other seasons this past year also due to covid restrictions. We have offered a daily after school child care program at the cultural center with very limited availability to stay within safety protocol. We also had a outdoor field hockey clinic that was successful and safe. We were still able to offer some adult programming including pickle ball, over 55 basketball and tennis. Each of the adult programs met a strict safety protocol with limited attendance allowed and cleaning protocol. We were also able to have 2 people on staff to monitor these programs to ensure daily compliance.

Recent Recreation Department Projects

- The Highway Department has begun replacing lifeguard stands at all Town of Harwich Beaches. The funding from this project was from the Community Preservation Committee.

- Preparatory work has begun for the re-paving of Pleasant Road Beach parking lot.
- We have worked diligently to secure adequate funding in order to complete lighting projects at both Brooks Park and Whitehouse Field. Engineering studies have also been commissioned on both projects.
- We are nearing the construction stage of a new scoreboard at Whitehouse Field.

Upcoming Recreation Department Projects

- We have applied to the CPC for additional funds for the completion of Brooks Park and Whitehouse Field lighting projects.
- We have applied to the CPC for funding for Phase 2 of the Sand Pond Restoration Project.
- We have also applied to the CPC for funding for all new fencing at Senior Memorial Softball Field.

CONSENT AGENDA



**CITIZENS ACTIVITY VACANCY FORM
ACT NOW -- SERVE YOUR COMMUNITY**

Town government needs citizens who are willing to give time in the service of their community. The Citizens Activity Record program was adopted by the Selectmen as a means of compiling names of interested citizens to serve, on a voluntary basis, on Boards and Committees.

Activity records are being updated to include categories consistent with the changing needs of the Town. Indicate your order of preference and return this form to:

**CITIZENS ACTIVITY VACANCY FORM
BOARD OF SELECTMEN
732 Main Street, Harwich, MA 02645**

Name: MARGO L. FENN Street/P.O. Box:
Town/Zip: Harwich 02645 Telephone:
Email: Occupation:

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

- Agricultural Commission
- *Board of Appeals
- Brooks Academy Museum Commission
- Building Code Board of Appeals
- By-law/Charter Review Committee
- Community Preservation Committee
- *Conservation Commission
- Cultural Council Committee
- Forest Committee
- Harwich Energy Committee
- Historic District and Historical Commission
- *Planning Board
- Real Estate and Open Space Committee
- Traffic Safety Committee
- Trail Committee
- OTHER _____

OTHER

- Affordable Housing Trust
- *Board of Assessors
- *Board of Health
- Capital Outlay Committee
- Cemetery Commission
- Community Center Facilities Committee
- Constable
- Council on Aging
- Finance Committee
- Harwich Accessibility Rights Committee
- Harwich Center Initiative Committee
- Harwich Housing Committee
- Harwich Port Parking Committee
- Herring Supervisor (Voluntary)
- Noise Containment Committee (Ad Hoc)
- Shellfish Constable (Voluntary)
- Treasure Chest Committee
- Voter Information Committee
- Wastewater Support Committee - Inactive
- Youth Services Committee
- Voter Information Committee

RECREATION

- Bikeways Committee
- Golf Committee
- Recreation & Youth Commission
- Waterways Committee

*** Please include a resume with form**

EDUCATIONAL BACKGROUND:

Bachelors Degree in History (Pitzer College
1975)

Master's Degree in Urban Planning (UCLA
with specialty in Environmental
Planning 1978)

RELEVANT SKILLS:

40 years of experience as a
Land Use Planner and Environmental Consultant
including:

- Director of Planning for the Town of Chatham (1986-1990)
- Chief Planner at the Cape Cod Commission (1990-1998)
- Executive Director of the CC Commission (1998-2007)
- Project Coordinator for Herring River Restoration - 2009-

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

Walden 2018

I served on the REOS from 1997 to 2014,
when we moved out of Harwich for a few years.
We are home again now - and I would like to
rejoin the Committee. I have a long interest in
land management and open space protection -
for both recreation and environmental
protection.

Curriculum Vitae

Ernest Crabtree

Harwich, MA 02645

Education

Rensselaer Polytechnic Institute
Troy, NY
Masters Degree in Management

Hiram College
Hiram, Ohio
Bachelors Degree – History

Professional Experience

1998 - 2014
Prudential Financial
Newark, NJ 07920
Vice President – Risk Management

1997-1998
IBIS Consulting
Glastonbury, CT 06033
Managing Partner

1994-1997
Fleet Financial Group
Providence, Rhode Island
Senior Vice President – Compliance and Risk Management

1978-1994

Aetna Life & Casualty

Hartford, CT

Vice President of Securities Broker Dealer for ALIAC

Professional Affiliations

Financial Industry Regulatory Authority

Registered Principal

Life Office Management Association

Fellow

Other Activities

155 East 49th St. Corporation, New York, NY

Presently - Director

2010-2014 – President of Board

Formerly on Boards for Condominiums in CT and NJ

NEW BUSINESS

OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



February 8, 2021

Harwich Board of Selectmen
Town of Harwich
732 Main Street
Harwich, MA 02645

To the Honorable Members of the Board of Selectmen:

It is my honor to present to you for your review the comprehensive budget for all town functions as proposed for Fiscal Year 2022 in accordance with the requirements of the Harwich Charter as outlined in Chapter 9, Section 2, and subsection 9-2-4.

Additionally, in accordance with those provisions, I hereby offer my budget message for the ensuing Fiscal Year.

Despite the significant headwinds we continue to be buffeted by as we are still in the throes of the Coronavirus Disease 2019 (COVID-19) and the related effects on our local, regional, state and national economy, the message I wish to convey is one of **cautious optimism**.

Optimism because we are presently in the midst of the first phases of vaccination which offer hope that perhaps the worst of physical effects of COVID-19 may soon be behind us.

Cautious because we cannot yet envision what a post-COVID economy and society will reap or bear upon us in the coming months and perhaps years ahead.

The budget which I present to you accomplishes several objectives in synchronization with your budget message and goals for Fiscal Year 2022. Namely:

- You require a budget that is at most 2% higher than FY 2021. You will see that the **total departmental budgets** show a **percentage increase** from FY 2021 to FY 2022 of **0.6%**; and
- Further, your message mandated that "...the starting point will be to develop a level funded budget to provide some relief to Harwich's taxpayers." **More than a majority of departments came in at level-funding**. I will provide more information on level-funding during my presentation to you at your meeting.

Additionally, this comprehensive budget supports your objective of limiting the use of debt exclusions as outlined in your goal of financial leadership and stability. The corresponding documents regarding the Fiscal Year 2022 Capital Budget include only two items relying upon debt exclusions by Town Meeting and the voters at the Town Election.

I will provide greater detail on the comprehensive budget at your meeting in my formal presentation to the Board.

I would be remiss if I did not take this opportunity to thank my colleague, our Finance Director, Carol Coppola for her continued partnership and support in developing this budget.

I look forward to presenting this material to you and more importantly, to working with you in the days, weeks and months ahead as we strive towards our Annual Town Meeting in the spring for the benefit of our community.

Thank you for your time and consideration.

Respectfully submitted,



Joseph F. Powers
Town Administrator

Cc: Carol Coppola, Finance Director
Jon Chorey, Chair, Finance Committee
Richard Larios, Chair, Capital Outlay Committee
David Nixon, Chair, Community Preservation Committee

Town Administrator's Proposed Budget

Town of Harwich BUDGET 2022

Line #	SOURCES OF FUNDS	Budget FY 2021	Budget FY 2022	%
1	Tax Levy Limit (R/E & PP)	53,357,522	55,648,711	4.3%
2	Local Receipts	11,986,520	12,465,198	4.0%
3	<u>State Aid</u>			
4	Cherry Sheet	664,352	667,067	0.4%
5	Overlay Surplus	200,000	200,000	0.0%
6	<u>Transfers:</u>			
7	Total Transfers In from Other Sources:	2,713,239	2,184,137	-19.5%
8	TOTAL SOURCES	68,921,633	71,165,114	3.3%
9	USES OF FUNDS			
10	<u>Charges:</u>			
11	State-Cherry Sheet Charges (CCC & BC Tax)	764,539	778,830	1.9%
12	Overlay (Abatements- Taxes)	400,000	450,000	12.5%
13	<u>TOTAL CHARGES</u>	<u>1,123,358</u>	<u>1,228,830</u>	<u>9.4%</u>
14	<u>NET AVAILABLE Sources</u>	<u>67,798,275</u>	<u>69,936,284</u>	<u>3.2%</u>
15	Town Operating Budget	25,739,671	25,895,226	0.6%
16	<u>Semi-Fixed Cost</u>			
17	Barnstable County Retirement	3,144,894	3,242,673	3.1%
18	Debt Service	4,617,408	5,178,305	12.1%
19	Health Insurance	4,833,551	4,938,071	2.2%
20	OPEB	-	250,000	0.0%
21	Property & Liab. Insurance	874,470	897,726	2.7%
23	Unemployment	20,000	20,000	0.0%
24	Total Fixed Cost	13,490,322	14,526,775	7.7%
25	Cape Cod Tech HS	1,737,789	1,688,437	-2.8%
26	Monomoy Regional School District	26,820,046	27,825,543	3.7%
27	TOTAL USES	68,911,186	71,164,811	3.3%
29	NET SOURCES & USES	\$ 10,447	\$ 302	

REVISED BUDGET

BUDGET FY 2022 REVENUES	Actual FY2018	Actual FY2019	Actual FY2020	Budget FY2021	Town Meeting Budget FY2022	% Change
Real Estate & Personal Property Taxes	\$46,774,148	\$50,127,321	\$51,445,928	\$53,299,729	\$55,648,711	4.4%
Local Receipts:						
Excise Tax	2,372,767	2,407,537	2,294,565	1,925,000	2,025,000	5.2%
Hotel/Motel & Meals	1,098,022	1,124,753	1,350,894	671,000	915,000	36.4%
Ambulance	1,452,109	1,664,188	1,601,026	1,600,000	1,600,000	0.0%
Waste Disposal	3,110,693	3,372,701	3,209,426	3,002,500	3,102,500	3.3%
Beach, Recreation & Youth	413,637	435,548	425,634	330,000	362,500	9.8%
Harbors & Landings	929,773	806,754	1,173,879	1,024,500	1,059,500	3.4%
Golf Operations	1,856,221	1,895,899	1,518,934	1,585,000	1,585,000	0.0%
Other Local Receipts	2,231,851	3,016,935	2,618,408	1,848,520	1,815,698	-1.8%
Total Local Receipts	13,465,072	14,724,316	14,192,766	11,986,520	12,465,198	4.0%
State Aid:						
Cherry Sheet	705,430	676,162	1,792,161	664,352	667,067	0.4%
Other:						
Free Cash	305,244	378,038	639,034	353,943	833,591	135.5%
Stabilization Fund				574,171	-	0.0%
Overlay Surplus	100,000	100,000	200,000	200,000	200,000	0.0%
Harbor Capital Improvement - Wychmere	110,930	62,808	72,227	0	0	0.0%
Cable Fund (Comcast)	143,417	156,450	144,398	210,107	210,100	0.0%
Septic Loan	17,358	17,358	13,574	17,171	6,121	-64.4%
Water Enterprise Indirect Costs	650,178	732,843	720,295	730,290	727,304	-0.4%
Sewer Enterprise Indirect Costs					31,446	0.0%
FEMA	13,508	13,608	13,815	13,855	13,855	0.0%
Road Betterments	49,194	58,277	56,973	51,100	55,166	8.0%
Allan Harbor Betterments	185,550	182,250	29,325	98,508	0	0.0%
Golf Infrastructure Revitalization Fund		139,000	249,000	108,200	104,950	-3.0%
Golf Improvement Fund				100,000	0	0.0%
SAQ Mooring		101,188	136,888	50,000	0	0.0%
SAQ Waterways		136,888	101,188	50,000	0	0.0%
CPA Funds (Land Bank)	608,950	588,750	553,700	341,750	233,050	-31.8%
Dog License Fund				2,144	0	0.0%
Town Clerk State Aid		15,585		12,000	0	0.0%
Total Revenue	\$63,128,979	\$68,210,840	\$70,361,273	\$68,863,840	\$71,196,560	3.4%

TOWN OPERATION BUDGET 2022		Actual FY2018	Actual FY2019	Actual FY2020	Budget FY2021	Town Meeting Budget FY2022	\$\$ Change	PCT CHANGE
52	BOARD OF APPEALS - EXP	594	15	124	735	735	-	0.0%
53	Sub-Total	594	15	124	735	735	-	0.0%
54	ALBRO HOUSE - EXP	3,148	2,928	2,177	6,355	6,355	-	0.0%
55	OLD RECR BUILDING - EXP	5,321	4,123	5,001	7,627	7,627	-	0.0%
56	W. HARWICH SCHOOL - EXP	408	404	365	1,424	1,424	-	0.0%
57	Sub-Total	8,876	7,455	7,543	15,405	15,405	-	0.0%
58	COMMUNITY DEVELOPMENT - S&W	218,879	225,761	211,842	242,945	235,150	(7,795)	-3.2%
59	COMMUNITY DEVELOPMENT - EXP	10,834	9,207	6,596	13,113	13,113	-	0.0%
60	Sub-Total	229,713	234,968	218,438	256,058	248,263	(7,795)	-3.0%
61	PUBLIC BUILDINGS REPAIRS	-	-	-	2,133	2,133	-	0.0%
62	TOWN/FIN COM REPORTS	7,658	7,766	5,961	10,000	10,000	-	0.0%
63	ADVERTISING	21,671	22,229	4,788	22,750	22,750	-	0.0%
64	POLICE - S&W	3,384,205	3,716,952	3,554,438	4,041,890	4,135,495	93,605	2.3%
65	POLICE - EXP	544,305	484,541	375,889	506,643	473,037	(33,606)	-6.6%
66	POLICE - CAP OUTLAY	121,482	131,100	85,811	60,000	-	(60,000)	0.0%
67	Sub-Total	4,049,992	4,332,593	4,016,139	4,608,533	4,608,533	(1)	0.0%
68	FIRE - S&W	3,353,682	3,872,857	3,744,052	4,129,052	4,209,768	80,716	2.0%
69	FIRE - EXP	394,875	362,291	356,867	406,192	551,329	145,137	35.7%
71	Sub-Total	3,748,556	4,235,148	4,100,920	4,535,244	4,761,097	225,852	5.0%
72	AMBULANCE - S&W	112,767	137,969	86,233	131,607	-	(131,607)	0.0%
73	EMS - EXP	136,314	118,467	122,332	124,095	-	(124,095)	0.0%
74	Sub-Total	249,081	256,436	208,565	255,702	-	(255,702)	0.0%
75	BUILDING - S&W	246,408	291,192	283,536	337,190	336,170	(1,020)	-0.3%
76	BUILDING - EXP	11,349	13,822	10,568	24,976	26,475	1,499	6.0%
77	Sub-Total	257,757	305,013	294,104	362,166	362,645	479	0.1%
78	EMERG. MGMT - S&W	2,444	1,032	2,300	5,355	5,355	-	0.0%
79	EMERG. MGMT - EXP	3,317	4,562	7,075	8,500	8,500	-	0.0%
80	Sub-Total	5,761	5,593	9,375	13,855	13,855	-	0.0%
81	NATURAL RESOURCES - S&W	96,343	102,223	110,546	113,631	114,714	1,083	1.0%
82	NATURAL RESOURCES - EXP	26,998	27,835	21,525	28,200	27,100	(1,100)	-3.9%
83	Sub-Total	123,341	130,058	132,071	141,831	141,814	(17)	0.0%
84	PLEASANT BAY ALLIANCE	17,343	20,160	23,760	23,760	23,760	-	0.0%
85	TOWN ENGINEER - S&W	174,256	131,618	115,709	114,549	114,549	-	0.0%
86	TOWN ENGINEER - EXP	9,831	22,695	28,677	80,310	30,310	(50,000)	-62.3%
87	Sub-Total	184,088	154,313	144,386	194,859	144,859	(50,000)	-25.7%
88	HIGHWAY - S&W	2,495,639	2,623,322	2,578,958	2,848,196	2,771,009	(77,186)	-2.7%
89	HIGHWAY - EXP	2,501,442	2,805,897	2,690,057	3,226,579	3,303,765	77,186	2.4%
90	Sub-Total	4,997,081	5,429,219	5,269,015	6,074,775	6,074,775	(0)	0.0%
91	SNOW/ICE - S&W	104,576	81,499	25,914	40,000	40,000	-	0.0%
92	SNOW/ICE - EXP	260,924	190,965	66,955	95,000	95,000	-	0.0%
93	Sub-Total	365,500	272,463	92,870	135,000	135,000	-	0.0%
94	STREET LIGHTS	31,372	22,731	30,356	35,000	31,000	(4,000)	-11.4%
95	INTERGOVERNMENTAL TRANS - WW		70,000	125,000	200,000	515,331	315,331	157.7%
96	COUNTY WW SUPPORT FUND			100,000	-	-	-	0.0%
97	CEMETERY ADMIN - S&W	63,203	65,070	70,040	71,434	71,434	-	0.0%
98	CEMETERY ADMIN - EXP	3,164	4,546	4,670	5,075	5,718	643	12.7%
99	Sub-Total	66,367	69,617	74,710	76,509	77,152	643	0.8%
100	BOARD OF HEALTH - S&W	139,795	163,782	183,249	203,881	193,196	(10,685)	-5.2%
101	BOARD OF HEALTH - EXP	16,209	13,241	8,331	16,390	12,560	(3,830)	-23.4%
102	Sub-Total	156,004	177,023	191,579	220,272	205,756	(14,515)	-6.6%

TOWN OPERATION BUDGET 2022		Actual	Actual	Actual	Budget	Town Meeting		PCT
		FY2018	FY2019	FY2020	FY2021	Budget	\$\$ Change	CHANGE
						FY2022		
103	COMMUNITY CENTER S&W	165,498	176,286	185,474	193,389	196,876	3,487	1.8%
104	COMMUNITY CENTER EXP	131,306	117,063	109,175	125,354	121,190	(4,164)	-3.3%
105	Sub-Total	296,804	293,349	294,649	318,743	318,066	(678)	-0.2%
106	COUNCIL ON AGING - S&W	370,042	352,597	361,824	396,169	393,012	(3,157)	-0.8%
107	COUNCIL ON AGING - EXP	63,690	63,932	55,274	79,232	82,326	3,094	3.9%
108	Sub-Total	433,732	416,529	417,099	475,401	475,338	(63)	0.0%
109	YOUTH COUNSELOR - S&W	81,511	85,203	93,443	96,255	95,905	(350)	-0.4%
110	YOUTH COUNSELOR - EXP	4,017	4,604	4,221	3,485	3,485	-	0.0%
111	Sub-Total	85,528	89,807	97,663	99,740	99,390	(350)	-0.4%
112	VETERANS EXPENSE/BENEFITS	99,997	97,461	133,899	128,058	144,277	16,219	12.7%
113	DISABILTY RIGHT - EXP	-	300	-	500	500	-	0.0%
114	HUMAN SERVICES	72,605	78,690	79,450	83,250	83,250	-	0.0%
115	LIBRARY - S&W	630,719	665,422	696,848	730,885	737,977	7,092	1.0%
116	LIBRARY - EXP	269,410	267,370	248,848	274,820	274,820	-	0.0%
117	Sub-Total	900,128	932,792	945,695	1,005,705	1,012,797	7,092	0.7%
118	RECREATION - SEASONAL - S&W	174,725	216,097	208,379	218,026	213,213	(4,813)	-2.2%
119	RECREATION - S&W	228,268	245,726	253,706	272,618	274,076	1,457	0.5%
120	RECREATION - EXP	41,735	46,281	52,966	45,575	45,575	-	0.0%
121	RECREATION - CAP OUTLAY	-	9,029	-	-	-	-	0.0%
122	Sub-Total	444,728	517,133	515,051	536,219	532,864	(3,356)	-0.6%
123	HARBORMASTER -S&W	289,490	311,293	324,299	343,404	342,729	(675)	-0.2%
124	HARBORMASTER - EXP	171,596	203,466	107,197	252,580	253,230	650	0.3%
125	Sub-Total	461,086	514,759	431,496	595,984	595,959	(25)	0.0%
126	BROOKS ACAD MUSEUM COMMISSION	10,754	9,440	7,842	12,894	12,894	-	0.0%
127	HISTORICAL COMMISSION	540	-	-	-	-	-	0.0%
128	HISTORICAL COMMISSION	-	198	-	350	350	-	0.0%
129	Sub-Total	540	198	-	350	350	-	0.0%
130	CELEBRATIONS	1,299	992	-	1,600	1,600	-	0.0%
131	GOLF - S&W	798,628	865,827	795,295	919,180	937,540	18,360	2.0%
132	GOLF - EXP	621,381	614,144	535,217	665,271	639,223	(26,048)	-3.9%
133	GOLF CAP OUTLAY	66,277	66,199	13,829	68,000	68,000	-	0.0%
134	Sub-Total	1,486,286	1,546,170	1,344,341	1,652,451	1,644,763	(7,688)	-0.5%
135	GOLF IMA MRSD	-	82,000	82,000	83,538	83,538	-	0.0%
136	ELECTRICITY - CVEC	66,254	68,140	71,705	73,900	75,750	1,850	2.5%
137	INTERFUND TRANSFERS	-	-	100,558	-	-	-	0.0%
138	Total Departmental Budgets	21,532,254	23,350,924	23,502,145	25,739,671	25,895,226	155,555	0.6%
139	Total Debt Service (Prin & Int)	2,494,459	4,710,046	4,920,069	4,617,408	5,178,305	560,897	12.1%
140	STATE ASSESSMENTS	261,135	269,883	285,138	300,901	308,390	7,489	2.5%
141	BARNS CTY RETIREMENT	2,681,194	2,763,836	3,024,763	3,144,894	3,242,673	97,779	3.1%
142	CAPE COD COMMISSION ASSESSMENT	217,944	223,393	234,056	240,570	246,584	6,014	2.5%
143	BARNSTABLE COUNTY ASSESSMENT	203,280	208,362	218,307	223,101	228,679	5,578	2.5%
144	UNEMPLOYMENT COMPENSATION	5,087	32,401	16,281	20,000	20,000	-	0.0%
145	GROUP HEALTH INSURANCE	4,296,270	4,514,731	4,551,199	4,833,551	4,938,071	104,520	2.2%
146	OPEB	100,000	125,000	150,000	-	250,000	250,000	100.0%
147	GENERAL INSURANCE	656,366	726,142	805,793	854,470	877,726	23,256	2.7%
148	GENERAL INSURANCE DEDUCTIBLE	4,603	7,018	3,696	20,000	20,000	-	0.0%
149	TOTAL TOWN	32,452,592	36,931,737	37,711,447	39,994,565	41,205,654	1,211,089	3.0%
150	OVERLAY (Abatements/Exemptions)	413,262	450,000	437,775	400,000	450,000	50,000	12.5%
151	C C REGIONAL TECH HIGH	1,487,362	1,581,236	2,317,475	1,737,789	1,688,437	(49,352)	-2.8%
152	MONOMOY REG. SCH. DISTRICT							
153	TOTAL MRSD ASSESSMENT	24,759,749	25,609,390	26,643,415	26,820,046	27,825,543	1,005,497	3.7%
154	TOTAL	59,112,965	64,572,363	67,110,112	68,952,400	71,169,634	2,217,234	3.2%

<u>TOWN OPERATION BUDGET 2022</u>	<u>Actual FY2018</u>	<u>Actual FY2019</u>	<u>Actual FY2020</u>	<u>Budget FY2021</u>	<u>Town Meeting Budget FY2022</u>	<u>\$\$ Change</u>	<u>PCT CHANGE</u>
Reconciliation to Article:							
Total from line 154					\$ 71,169,634		
Less:							
State & County Assessments					783,653		
Overlay					450,000		
Wastewater/Sewer					515,331		
Cape Cod Technical High School					1,688,437		
Monomoy Regional School District					27,825,543		
Total Reductions					<u>31,262,964</u>		
Article					<u>\$ 39,906,670</u>		

FISCAL YEAR 2022 CAPITAL OUTLAY PLAN - February 8, 2021

<u>Department</u>	<u>Project</u>	<u>Funding Source</u>	<u>BOS/CPC Approved</u>	<u>FY 2022</u>	<u>NOTES</u>
ADMINISTRATION					
Admin	Harwich Center ADA Sidewalk Project	FC	\$	50,000	
	Harwich Center ADA Sidewalk Pro. ADA/CDBG Grant (\$1 Million)	Grant			No activity underway to acquire grant
Admin	Walkway Design & Construction Rte 28 SAQ to Harwichport	FC	\$	200,000	Rescinded original allocation of \$250K for FY 2021 balance
Admin	Walkway Design & Construction Rte 28 Project - Supplemental Funding	Grant	\$	400,000	CCC TIP Project Eligible
Admin	Green/Fuel Efficient Fleet Replacement Schedule (Need Revisions)	Oper.Budget			Project to be eliminated (\$30,000)
Brooks Academy Museum Comm. (BAMC)	Brooks Academy Structural Improvements Project	CPC - HP4	\$	1,150,000	Revised amount per CPC
Real Estate & Open Space (REOS) Committee	Hinckleys Pond Watershed Preservation Project	CPC - OS8	\$	360,000	
Bikeways Committee	Bikeways crossing lights at Depot Road South project	CPC - R11	\$	15,000	
Bikeways Committee	Old Colony Rail Trail Harwich/Chatham Town Border marker project	CPC - R12	\$	1,000	
ADMIN SUB-TOTAL			\$ -	\$ 2,176,000	
AFFORDABLE HOUSING TRUST (AHT)					
AHT	AHT Funding for Housing and Part Time Coordinator (\$50K PT) [CH7]	CPC Housing	\$	50,000	
AHT SUB-TOTAL			\$ -	\$ 50,000	
CEMETERY					
Cemetery Department	East Harwich Methodist Cemetery Gravestone Project	CPC Historic	\$	112,000	Revised amount per CPC
Cemetery Department	Restoration of fence posts & rails at East Harwich Methodist Cemetery	CPC - HP2			Deferred by CPC; insufficient funds available (\$135,025)
Cemetery Department	Flag Poles project at Veterans Memorial Circle at Evergreen Cemetery	CPC - HP3	\$	48,385	Revised amount per CPC
Cemetery	Island Pond Arboretum Implementation of Master Plan (Construction)	Grant			COC voted 4-1 to move both items to FY '23
Cemetery	Island Pond Arboretum Master Plan (Study)	Grant			\$100k for construction; \$43k for master plan
Cemetery SUB-TOTAL			\$	160,385	
CHANNEL 18					
Channel 18	Production Studio: Cameras/Lighting	PEG Grant	\$	32,784	
Channel 18	Meeting Rooms (5 - various locations)	PEG Grant	\$	66,470	
Channel 18 SUB-TOTAL			\$	99,254	
COMMUNITY CENTER					
COMMUNITY CENTER SUB-TOTAL			\$	-	
CONSERVATION					
Conservation	Harwich Artificial Reef (Additional Project)	GRANT			Will seek grant when sufficient material is available (\$250K)
CONSERVATION SUB-TOTAL			\$ -	\$ -	
ENGINEERING					
Engineering	MS4 Municipal Surface Drainage Plan and Improvements [Per Permit]	FC	\$	200,000	
ENGINEERING SUB-TOTAL			\$	200,000	
Facility Main.-DPW					
Facility Main.-DPW	Brooks Library Roof	FC	\$	148,500	
Facility Main.-DPW	Implement Facilities Wide ADA Compliance Plan Improvements	FC			FY 23 \$11,605 - Priority #2
Facility Main.-DPW	Implement Facilities Wide ADA Compliance Plan Improvements (MOD Grant)	GRANT			Defer grant opportunity until \$350K
Facility Main.-DPW	5 Bells Neck Roof Repair	FC	\$	50,000	Administration working on RFP for lease or ATM sale
Facility Main.-DPW	Cultural Center Systems Generator	FC			FY 23 \$70k per Facilities Maintenance Manager
Facility Main.-DPW	Cultural Center - Boiler Replacement	FC			FY 23 \$160k per Facilities Maintenance Manager
Facility Main.-DPW	Remove and Replace Privacy Fence	FC			FY 23 \$55k per Facilities Maintenance Manager
FACILITY MAINTENANCE SUB-TOTAL			\$	198,500	

FISCAL YEAR 2022 CAPITAL OUTLAY PLAN - February 8, 2021

<u>Department</u>	<u>Project</u>	<u>Funding Source</u>	<u>BOS/CPC Approved</u>	<u>FY 2022</u>	<u>NOTES</u>
FIRE					
Fire	Phased Police and Fire Radio System	FC		\$ 223,204	Fire Dept pursuing FY 22 grant for \$450,000
Fire	Air Pack Replacement Program - (Town Funded Portion)				Full grant amount in FY'21 negates need
Fire	Staff Car				Question if presently needed
Fire	Pumper and Ladder Request converted to Pumper/Ladder called Quint	DE		\$ 1,138,000	Increased by \$138,000 due to delay in purchase
FIRE SUB-TOTAL				\$ 1,361,204	
GOLF					
Golf	Tree Work Front 9 (Final year of 6 Year Project)				
Golf	Design and Feasibility of 3 hole Practice and Putting Course				
Golf	Renovate Cart Path (Following Mungeam Plan) Hole 10 FY21 & Hole 1 FY 22				Golf Committee revising their capital plan and presently focusing on building up balances.
Golf	Various Mowing Equipment per Lease				
Golf	Improvements to Nets at Driving Range (Back FY 22 & Main FY 23)				
Golf	Golf Course Irrigation Update				
GOLF SUB-TOTAL				\$ -	
HARBORMASTER					
Harbormaster	Allen Harbor Jetty Reconstruction (Construction)				Voted 5-0 to push to FY '2024 (\$2M)
HARBORMASTER SUB-TOTAL					
LIBRARY					
Library	Library Interior Modifications/Renovations				Trustees voted to move to FY '24 (\$40,000)
LIBRARY SUB-TOTAL				\$ -	
NATURAL RESOURCES					
NATURAL RESOURCES SUB-TOTAL					
PLANNING					
PLANNING SUB-TOTAL					
POLICE					
Police	Digital Fingerprint Machine (Normal Replacement)	FC		\$ 18,000	Under \$50,000
POLICE SUB-TOTAL				\$ 18,000	
PUBLIC WORKS					
Public Works	5 Year Road Maintenance Plan (Traditionally funded by DE & Chapter 90)	DE		\$ 700,000	
	Harwich portion of State Gas Tax Allocation	Ch. 90		\$ 678,322	Matches Gov. Baker's apportionment for FY 2022
Public Works	Route 39/Pleasant Bay Road Roundabout (If Needed)				Voted 5-0 to remove from plan (\$600k)
Public Works	6 Wheel Dump Truck #7	FC		\$ 175,000	Deferred from FY 2021
Public Works	Ford E-250 Van #28	FC		\$ 35,000	Deferred from FY 2021
Public Works	Vehicle Listing (FY 22 to 27) Summary	FC		\$ 250,000	Volvo Loader \$200k and Ford F-150 (\$50k)
PUBLIC WORKS SUB-TOTAL				\$ 1,838,322	
RECREATION & YOUTH					
Recreation Department	Brooks Park Lighting Project, Phase 5, Part 2	CPC - R13		\$ 125,000	
Recreation Department	Sand Pond Revitalization Project, Phase 2	CPC - R14		\$ 83,500	
Recreation Department	Senior Memorial Field fencing project	CPC - R15		\$ 40,181	
Recreation Department	Whitehouse Field Lighting project, Phase 2	CPC - R16			Withdrawn; funded by Harwich Mariners (\$100K)
RECREATION AND YOUTH SUB-TOTAL				\$ 248,681	
TOWN CLERK					
TOWN CLERK SUB-TOTAL					

FISCAL YEAR 2022 CAPITAL OUTLAY PLAN - February 8, 2021

<u>Department</u>	<u>Project</u>	<u>Funding Source</u>	<u>BOS/CPC Approved</u>	<u>FY 2022</u>	<u>NOTES</u>
WASTEWATER					
Wastewater	DHY Community Partnership - CWMP Revisions				
Wastewater	DHY - CWMP Revisions Phase 3 Harwich Share of Treatment				Hold until at least FY 2023 - per BOS @ 1/26/21 mtg (\$1.5M)
Wastewater	DHY - CWMP Phase 1 Sewers (planning, engineering and legal costs)				Recommend holding until at least FY 2023 (\$1.5M)
Wastewater	CWMP Phase 2 Contract 3 Pleasant Bay South				Hold until at least FY '23; increase to \$10m per BOS 1/26/21
WASTEWATER SUB-TOTAL				\$ -	
WATER					
Water	Hydration stations for outdoor recreational facilities	CPC - R10	\$ -		Project withdrawn from CPC consideration
Water	Acquisition of parcels adjacent to town wellfields	Retained Earnings	\$	175,000	Reimbursable via CCC DRI Mitigation Funds
Water	New Source Exploration (Planning 2021/Development 2023)	Retained Earnings	\$	250,000	
Water	Route 28 Water Main Replacement Design [Construction FY 2023 (bond)]	Retained Earnings	\$	500,000	Design increased from \$100,000 to \$500,000 per WS
Water	Station 8 Generator	Retained Earnings	\$	50,000	
WATER SUB-TOTAL				\$ 975,000	
SUBTOTALS OF CAPITAL REQUESTS				\$ 7,325,346	
Non-Town/Private CPC Applications					
Community Development Partnership (CDP)	Lower Cape Community Housing Institute	CPC - CH5	\$	7,500	
Cape & Islands Veterans Outreach Ctr	Veterans Home (to be located in Dennis, MA)	CPC - CH6	\$	20,000	
Harwich Conservation Trust (HCT)	Harwich Natural Heritage Trail Project (Phase 1)	CPC - R9	\$	150,000	
Other/Private	TOTAL CPC Requests		\$	177,500	
GRAND TOTALS (Including Other/Private CPC Listed below)				\$ 7,502,846	

ANTICIPATED FUNDING SOURCES

	<u>Source</u>	<u>Amount</u>	<u>Present balances</u>
1 = Matches Gov. Baker's apportionment for FY 2022	Chapter 90 Funds	\$ 678,322	\$678,322
	Community Preservation Comm.	\$ 2,162,566	
	Debt Exclusions (proposed)	\$ 1,838,000	
4 = Certified for FY 2020	Free Cash	\$ 1,349,704	\$3,915,365
	Potential Grants	\$ 400,000	
6 = Reconciled as of 12/31/2020	Public Education & Gov't Grant	\$ 99,254	\$1,103,951
7 = Certified in FY 2020	Retained Earnings	\$ 975,000	\$1,429,733
		\$ 7,502,846	\$7,127,371

FULL CAPITAL OUTLAY PLAN FOR FISCAL YEARS 2022 THROUGH 2026

Department	Project	Funding Source	BOS/CPC Approved	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	NOTES
ADMINISTRATION									
Admin	Harwich Center ADA Sidewalk Project	FC		\$ 50,000					
Admin	Harwich Center ADA Sidewalk Pro. ADA/CDBG Grant (\$1 Million)	Grant			\$ 1,000,000				No activity underway to acquire grant
Admin	Walkway Design & Construction Rte 28 SAQ to Harwichport	FC		\$ 200,000					Rescinded original allocation of \$250K for FY 2021 balance
Admin	Walkway Design & Construction Rte 28 Project - Supplemental Funding	Grant		\$ 400,000					CCC TIP Project Eligible
Admin	Green/Fuel Efficient Fleet Replacement Schedule (Need Revisions)				\$ 30,000	\$ 32,000	\$ 35,000	\$ 35,000	\$30,000 eliminated in FY'22
Admin	Walkway Reconstruction Bank Street Harwich Center to Rte 28				\$ 450,000				
Brooks Academy Museum Comm. (BAMC)	Brooks Academy Structural Improvements Project	CPC - HP4		\$ 1,150,000					Revised amount per CPC
Real Estate & Open Space (REOS) Committee	Hinckleys Pond Watershed Preservation Project	CPC - OS8		\$ 360,000					
Bikeways Committee	Bikeways crossing lights at Depot Road South project	CPC - R11		\$ 15,000					
Bikeways Committee	Old Colony Rail Trail Harwich/Chatham Town Border marker project	CPC - R12		\$ 1,000					
ADMIN SUB-TOTAL				\$ -	\$ 2,176,000	\$ 1,480,000	\$ 32,000	\$ 35,000	\$ 35,000
AFFORDABLE HOUSING TRUST (AHT)									
AHT	AHT Funding for Housing and Part Time Coordinator (\$50K PT) [CH7]	CPC Housing		\$ 50,000					
AHT SUB-TOTAL				\$ -	\$ 50,000				
CEMETERY									
Cemetery Department	East Harwich Methodist Cemetery Gravestone Project	CPC Historic		\$ 112,000					Revised amount per CPC
Cemetery Department	Restoration of fence posts & rails at East Harwich Methodist Cemetery	CPC - HP2							Deferred by CPC; insufficient funds available (\$135,025)
Cemetery Department	Flag Poles project at Veterans Memorial Circle at Evergreen Cemetery	CPC - HP3		\$ 48,385					Revised amount per CPC
Cemetery	Island Pond Arboretum Implementation of Master Plan (Construction)	Grant				\$ 43,000	\$ 100,000		COC voted 4-1 to move both items to FY '23
Cemetery	Island Pond Arboretum Master Plan (Study)	Grant							\$100k for construction; \$43k for master plan
Cemetery SUB-TOTAL				\$ 160,385	\$ 43,000	\$ -	\$ 100,000	\$ -	
CHANNEL 18									
Channel 18	Main Control (playback, servers)							\$ 17,650	
Channel 18	Field Production Equipment					\$ 4,388		\$ 4,388	
Channel 18	Edit Computers							\$ 2,859	
Channel 18	Production Studio: Cameras/Lighting	PEG Grant		\$ 32,784					
Channel 18	Meeting Rooms (5 - various locations)	PEG Grant		\$ 66,470	\$ 66,470		\$ 47,863		
Channel 18 SUB-TOTAL				\$ 99,254	\$ 66,470	\$ 4,388	\$ 47,863	\$ 24,897	
COMMUNITY CENTER									
COMMUNITY CENTER SUB-TOTAL				\$ -	\$ -	\$ -	\$ -	\$ -	
CONSERVATION									
Conservation	Harwich Artificial Reef (Additional Project)	GRANT							Will seek grant when sufficient material is available (\$250K)
CONSERVATION SUB-TOTAL				\$ -	\$ -	\$ -	\$ -	\$ -	
ENGINEERING									
Engineering	MS4 Municipal Surface Drainage Plan and Improvements [Per Permit]	FC		\$ 200,000	\$ 100,000	\$ 40,000	\$ 40,000	\$ 100,000	
ENGINEERING SUB-TOTAL				\$ 200,000	\$ 100,000	\$ 40,000	\$ 40,000	\$ 100,000	
FACILITY MAINTENANCE									
Facility Main.-DPW	Brooks Library Roof	FC		\$ 148,500					
Facility Main.-DPW	Implement Facilities Wide ADA Compliance Plan Improvements	FC			\$ 86,840				Deferred to FY'23 (\$11,605) as Priority 2 requirements
Facility Main.-DPW	Implement Facilities Wide ADA Compliance Plan Improvements (MOD Grant)	GRANT			\$ 350,000				Deferred until Town can secure grant funding
Facility Main.-DPW	5 Bells Neck Roof Repair			\$ 50,000					Increased to \$50k per TA; seeking sale proposals in Spring '21
Facility Main.-DPW	Cultural Center Systems Generator				\$ 70,000				Deferred to FY'23 pending discussion later in 2021 on reuse
Facility Main.-DPW	Cultural Center - Boiler Replacement				\$ 160,000				Deferred to FY'23 pending discussion later in 2021 on reuse
Facility Main.-DPW	Remove and Replace Privacy Fence	FC			\$ 55,000				Deferred to FY'23
Facility Main.-DPW	Cultural Center - Window Replacement Sash Windows that Failed						\$ 200,000	\$ 200,000	
Facility Main.-DPW	Community Center Roof Replacement					\$ 240,000	\$ -	\$ -	
Facility Main.-DPW	Community Center Boiler Replacement						\$ 120,000	\$ -	
Facility Main.-DPW	Community Center Systems Generator						\$ 115,000	\$ -	
Facility Main.-DPW	DPW Facilities and Mechanic Shop							\$ 1,200,000	
FACILITY MAINTENANCE SUB-TOTAL				\$ 198,500	\$ 721,840	\$ 240,000	\$ 435,000	\$ 1,400,000	

FULL CAPITAL OUTLAY PLAN FOR FISCAL YEARS 2022 THROUGH 2026

Department	Project	Funding Source	BOS/CPC Approved	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	NOTES
FIRE									
Fire	Phased Police and Fire Radio System	FC		\$ 223,204					Fire Dept pursuing FY 22 grant for \$450,000
Fire	Air Pack Replacement Program - (Town Funded Portion)	FC							Full grant amount in FY'21 negates need
Fire	Ambulance Replacement Program				\$ 386,636	\$ 405,969	\$ -		
Fire	Air Pack Replacement Program - (Town Funded Portion)				\$ -				
Fire	Air Pack Replacement Program - (Federal/State Grant Funded Portion)								
Fire	Staff Car								
Fire	Pumper and Ladder Request converted to Pumper/Ladder called Quint	DE		\$ 1,138,000					Increased by \$138,000 due to delay in purchase
FIRE SUB-TOTAL				\$ 1,361,204	\$ 386,636	\$ 405,969	\$ -	\$ -	
GOLF									
Golf	Tree Work Front 9 (Final year of 6 Year Project)								
Golf	Design and Feasibility of 3 hole Practice and Putting Course								
Golf	Renovate Cart Path (Following Mungeam Plan) Hole 10 FY21 & Hole 1 FY 22								
Golf	Various Mowing Equipment per Lease				\$ 87,050	\$ 87,050	\$ 87,050		Golf Committee revising their capital plan and presently focusing on building up balances.
Golf	Improvements to Nets at Driving Range (Back FY 22 & Main FY 23)				\$ 34,800				
Golf	New Tee Box Improvements - Mungeam Plan (Two Year Project)				\$ -		\$ 149,000	\$ 149,000	
Golf	Golf Course Irrigation Update				\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	
GOLF SUB-TOTAL				\$ -	\$ 196,850	\$ 162,050	\$ 311,050	\$ 224,000	
HARBORMASTER									
Harbormaster	Allen Harbor Jetty Reconstruction (Construction)						\$ 2,000,000		Voted 3-2 to push to FY '2025 (\$2M)
Harbormaster	Round Cove Bulkhead Replacement (Study, Design and Construction)				\$ 42,000	\$ 42,000			
Harbormaster	Herring River Ramp Replacement (Study, Design and Construction)					\$ 21,000	\$ 210,000		
Harbormaster	SAQ Harbor North & East Bulkhead (Offloading Area) Reconstruction						\$ 157,500		
Harbormaster	Harbormaster Truck Replacement						\$ 42,000		
HARBORMASTER SUB-TOTAL				\$ -	\$ 42,000	\$ 63,000	\$ 2,409,500	\$ -	
LIBRARY									
Library	Library Interior Modifications/Renovations					\$ 40,000	\$ 150,000		Trustees voted to move to FY '24 (\$40,000)
LIBRARY SUB-TOTAL				\$ -	\$ -	\$ 40,000	\$ 150,000	\$ -	
NATURAL RESOURCES									
PLANNING									
PLANNING SUB-TOTAL									
POLICE									
Police	Digital Fingerprint Machine (Normal Replacement)	FC		\$ 18,000					Under \$50,000
Police	Taser Replacement (5 year Program - 3 of 3 years to Pay)				\$ -	\$ 37,000	\$ 15,000	\$ 15,000	
Police	Replacement of Bullet Resistant Vests (Town Portion (Project 60%))				\$ 24,000	\$ -	\$ -	\$ -	
Police	Replacement of Bullet Resistant Vests (Federal 40% State ? Has been 40%)				\$ 16,000	\$ -	\$ -	\$ -	
Police	Ballistic Helmets				\$ -	\$ -	\$ -	\$ 20,000	
Police	Electronic Sign Board					\$ 24,000			
POLICE SUB-TOTAL				\$ 18,000	\$ 40,000	\$ 61,000	\$ 15,000	\$ 35,000	
PUBLIC WORKS									
Public Works	5 Year Road Maintenance Plan (Traditionally funded by DE & Chapter 90)	DE		\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	
	Harwich portion of State Gas Tax Allocation	Ch. 90		\$ 678,322	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	Matches Gov. Baker's apportionment for FY 2022
Public Works	Route 39/Pleasant Bay Road Roundabout (If Needed)								Voted 5-0 to remove from plan (\$600k)
Public Works	West Harwich Route 28 Design(\$125K in FY 20 & Construction via Fed Funds)					\$ 50,000			Design questions for FY 2023
Public Works	West Harwich Route 28 Design(Construction via Fed Funds)					\$ 5,600,000			
Public Works	6 Wheel Dump Truck #7	FC		\$ 175,000					Deferred from FY 2021
Public Works	Ford E-250 Van #28	FC		\$ 35,000					Deferred from FY 2021
Public Works	Volvo	FC		\$ 200,000					
Public Works	Ford F-150 Pick Up	FC		\$ 50,000					
Public Works	Vehicle Listing (FY 22 to 26) Summary				\$ 320,000	\$ 315,000	\$ 320,000	\$ 355,000	Volvo Loader \$200k and Ford F-150 (\$50k)
PUBLIC WORKS SUB-TOTAL				\$ 1,838,322	\$ 1,720,000	\$ 7,365,000	\$ 1,720,000	\$ 1,755,000	
RECREATION & YOUTH									
Recreation Department	Brooks Park Lighting Project, Phase 5, Part 2	CPC - R13		\$ 125,000					
Recreation Department	Sand Pond Revitalization Project, Phase 2	CPC - R14		\$ 83,500					
Recreation Department	Senior Memorial Field fencing project	CPC - R15		\$ 40,181					
Recreation Department	Whitehouse Field Lighting project, Phase 2	CPC - R16							
Recreation Department	Cahoon Road Beach Restroom					\$ 125,000			Withdrawn; funded by Harwich Mariners (\$100K)
RECREATION AND YOUTH SUB-TOTAL				\$ 248,681	\$ -	\$ 125,000	\$ -	\$ -	
TOWN CLERK									
Town Clerk	Voting Machines - Updates & Enhancements			\$ -	\$ 32,500				
TOWN CLERK SUB-TOTAL				\$ -	\$ 32,500	\$ -	\$ -	\$ -	

FULL CAPITAL OUTLAY PLAN FOR FISCAL YEARS 2022 THROUGH 2026

Department	Project	Funding Source	BOS/CPC Approved	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	NOTES
WASTEWATER									
Wastewater	Evaluate Phosphorus issues in Seymour Pond & Restoration				\$ 75,000		\$ 350,000		
Wastewater	DHY Community Partnership - CWMP Revisions								
Wastewater	DHY - CWMP Revisions Phase 3 Harwich Share of Treatment				\$ 17,400,000				Hold until at least FY 2023 - per BOS @ 1/26/21 mtg (\$1.5M)
Wastewater	DHY - CWMP Phase 1 Sewers (planning, engineering and legal costs)					\$ 11,200,000			Recommend holding until at least FY 2023 (\$1.5M)
Wastewater	CWMP Phase 2 Contract 3 Pleasant Bay South								Hold until at least FY '23; increase to \$10m per BOS 1/26/21
WASTEWATER SUB-TOTAL				\$ -	\$ 17,475,000	\$ 11,200,000	\$ 350,000	\$ -	
WATER									
Water	Hydration stations for outdoor recreational facilities	CPC - R10	\$ -						Project withdrawn from CPC consideration
Water	Acquisition of parcels adjacent to town wellfields	Retained Earnings		\$ 175,000					Reimbursable via CCC DRI Mitigation Funds
Water	New Source Exploration (Planning 2021/Development 2023)	Retained Earnings		\$ 250,000					
Water	Route 28 Water Main Replacement Design [Construction FY 2023 (bond)]	Retained Earnings		\$ 500,000	\$ 7,500,000				Design increased from \$100,000 to \$500,000 per WS
Water	Station 8 Generator	Retained Earnings		\$ 50,000					
WATER SUB-TOTAL				\$ 975,000	\$ 7,500,000	\$ -	\$ -	\$ -	
TOTALS OF CAPITAL REQUESTS				\$ 7,325,346	\$ 29,729,796	\$ 19,675,407	\$ 3,203,913	\$ 3,573,897	

Budget/Warrant Timeline for 2021 Annual Town Meeting (FY 2022)

DATE	DELIVERABLE	GOVERNANCE	TARGET DATE
Monday, October 5, 2020	BOS issues general policy statement on FY '22 budget development (on or before)	Charter, §9-2-2	Monday, October 5, 2020
Thursday, October 1, 2020	ITA presents current financial assessment (on or before)	Charter, §9-2-1	Monday, October 5, 2020
Monday, October 26, 2020	Joint meeting with Cape Cod Tech, Capital Outlay Committee, Finance Committee, Monomoy Regional School District and Board of Selectmen		Monday, October 26, 2020
Tuesday, October 27, 2020	Capital Outlay Committee presents capital plan to ITA		Tuesday, October 27, 2020
Tuesday, October 27, 2020	ITA presents operating budget development instructions to department heads		Tuesday, October 27, 2020
Friday, October 30, 2020	Community Preservation Act (CPA) project applications due by 4:00pm	CPC Policy	Friday, October 30, 2020
Monday, November 2, 2020	Board of Selectmen reviews capital outlay plan and sets priorities		Monday, November 2, 2020
Thursday, December 3, 2020	Finance Committee publishes notice of hearing on capital outlay plan in newspaper	Charter, §9-7-1	Thursday, December 3, 2020
Friday, December 4, 2020	Department heads submit budget requests to ITA (on or before)	Charter, §9-2-3	Friday, December 4, 2020
Friday, December 4, 2020	Department heads submit article requests to ITA (on or before)		Friday, December 4, 2020
Wednesday, December 30, 2020	Supplemental documents for CPA project applications due by 4:00pm	CPC Policy	Wednesday, December 30, 2020
Monday, December 14, 2020	ITA and Capital Outlay Committee present plan to joint BOS/FinCom meeting	Charter, §9-6-3	Thursday, December 31, 2020
Monday, January 11, 2021	Presentation of draft Monomoy Regional School District budget		Monday, January 25, 2021
Monday, January 11, 2021	Presentation of draft Cape Cod Regional Technical High School budget		Monday, February 1, 2021
Tuesday, January 19, 2021	Final review of Capital Outlay Budget for FY 2022 and Plan through FY 2028		Tuesday, January 19, 2021
Friday, January 29, 2021	Bid specifications for related articles must be submitted to Administration by 12:00pm		Friday, January 29, 2021
Monday, February 8, 2021	ITA submits comprehensive budget and budget message to BOS (on or before)	Charter, §9-2-4	Monday, February 8, 2021

Budget/Warrant Timeline for 2021 Annual Town Meeting (FY 2022)

Friday, February 12, 2021	Final form of articles submitted to Board of Selectmen no later than noon on date shown	Code, § 271-1A	Friday, February 12, 2021
Monday, February 22, 2021	BOS shall submit budget to the Finance Committee	Charter, §9-3-2	Monday, February 22, 2021
Friday, February 26, 2021	Board of Selectmen submits articles to Finance Committee not later than 14 days after deadline for submission	Code, § 271-1B	Friday, February 26, 2021
Friday, February 26, 2021	Board of Selectmen submits articles proposing changes to bylaws or charter to Bylaw/Charter Review Committee not later than 14 days after deadline for submission	Code, § 271-1B	Friday, February 26, 2021
Saturday, February 27, 2021	Joint hearing between Board of Selectmen & Finance Committee on budget	Charter, §9-3-3	Saturday, February 27, 2021
Monday, March 8, 2021	Monomoy Regional School District to submit final line item budget to BOS/FinCom		Friday, March 12, 2021
Monday, March 15, 2021	Board of Selectmen votes to establish Special Town Meeting on 5/3/2021 (if necessary)		Monday, March 15, 2021
Monday, March 22, 2021	Board of Selectmen to close and sign Warrant for Special Town Meeting (if necessary)		Monday, March 22, 2021
Monday, March 29, 2021	Board of Selectmen to close and sign Warrants for Town Meeting and Town Election		Monday, March 29, 2021
Monday, March 22, 2021	Finance Committee submits written recommendations on budget/articles	Charter, §9-3-3	Wednesday, March 31, 2021
Tuesday, March 30, 2021	Send warrants to Cape Cod Chronicle and printer		Tuesday, March 30, 2021
Monday, April 19, 2021	Publish warrant in newspaper and every precinct (no later than 14 days before ATM)	Charter, §2-2-1	Thursday, April 15, 2021
Monday, May 3, 2021	2021 Annual Town Meeting (Fiscal Year 2022)	Charter, §2-3-1	

Annual Town Meeting – Monday, May 3, 2021

Annual Town Election – Tuesday, May 18, 2021

Special Town Meeting – Monday, May 3, 2021 (if necessary)

= Further discussion needed

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039


Joseph F. Powers, *Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Town Administrator 

RE: Appointment of Assistant Town Administrator – Meggan M. Eldredge

DATE: Monday, February 8, 2021

It is my pleasure to inform you of my choice for the next Assistant Town Administrator for the Town of Harwich. The Harwich Charter, Chapter 4, Section 4 and subsection 4-4-1 requires at least three (3) affirmative votes from the Board to confirm this appointment.

I have chosen our Health Director, Meggan Eldredge to be the next Assistant Town Administrator.

As you know, Meggan has served as our Health Director for the past three years. Prior to that, she served as Senior Health Agent for the town from 2014 to 2017. In all, Meggan brings a wealth of experience and expertise to this position gained from more than twenty years of municipal government service.

Her work as our Health Director speaks for itself but it is worth noting that she has proven to be a capable leader and a steadying influence most especially during the entirety of the town's past and ongoing response to all matters related to COVID-19.

I am confident that Meggan and I will continue to work well together as we have over the past year directly responding to the pandemic as we move forward in service to our community.

I am thrilled to present her appointment to you for your consideration and I respectfully ask for your vote to affirm this appointment.

Thank you for your consideration.

Cc: Meggan M. Eldredge, Health Director

TOWN OF HARWICH, MASSACHUSETTS
ASSISTANT TOWN ADMINISTRATOR

DEFINITION

The Assistant Town Administrator assists the Town Administrator with professional administrative and daily operations of the town; responsibilities include general management, supervision, human resources, procurement, insurance coordination, and special projects; other related work, as required. Serves as a liaison and coordinates between town officials, employees and citizens. This is considered to be a developmental position in which the incumbent will be assigned various duties based upon professional competencies.

Exercises considerable judgment in providing professional advice to the variety of official boards and committees, concerning the development, implementation, and administration of policies, goals, regulations and statutory requirements related to the administration and operation of the Town.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the type of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Coordinates the daily operations of the town, oversees and evaluates performance for the Community Development and Community Services department heads, which currently are inclusive of the following departments: Community Development: Health, Building, Conservation, Planning and Engineering, Community Services: Council on Aging, Community Center, Channel 18, Recreation, and Golf may administer some or all of these departments based upon needs of the Town Administrator based upon effective span of control; Oversees activities of all Town employees under direction of or in absence of Town Administrator; Liaisons with Brooks Library and provides information and assistance to town committees.

Assists in procurement and contracting, including supplies, services, design and construction; prepares RFP documents and advises department heads and staff on procurement procedures and requirements; assists departments with the preparation of required contracts.

Acts as primary Human Resources Manager to coordinate training and development of employees. Researches and investigates personnel issues and grievances; Actively assists in collective bargaining negotiations when directed; Advises department heads on the methods to be used when administering personnel procedures including but not limited to: recruiting, hiring, evaluating, disciplining, and terminating; Keeps abreast of federal and state laws and regulations pertaining to personnel practices and labor law; Develops, Administers, and monitors personnel policies and practices to ensure contractual and statutory compliance.

Assists in preparation of annual operating and capital budgets. Assists in the preparation of Town Meeting Warrant articles by preparing backup information on various projects.

Acts as liaison and coordinates activities with municipal, county, state and federal agencies and officials; Attends local, state, federal or other meetings to gather or present information, ask or answer questions and respond to input.

Assists in the preparation for the Board of Selectmen meetings, researching issues, providing background and recommendations for action when requested.

Responds to citizen inquiries, complaints, and suggestions; provides research assistance and addresses requests of other Town departments, general public, citizen groups, and media.

Completes special projects, such as drafting regulations and policies for the Board of Selectmen, conducting research, and project development and management.

Acts as the Town Administrator in his or her absence.

Performs similar or related work as assigned by the Town Administrator

SUPERVISION

Works under the administrative direction of the Town Administrator, in accordance with the bylaws, rules, regulations, policies and procedures of the town; duties require the ability to plan and perform operations; a variety of responsible and complex duties require a thorough knowledge of municipal operations and the exercise of considerable judgment and initiative; situations not clearly defined by precedent or established procedures are referred to the Town Administrator.

SUPERVISORY RESPONSIBILITIES

Supervises a span of control over departments as directed by the Town Administrator as currently or maybe assigned Community Development and Community Services Department Heads and manages the work of these departments and committees under the jurisdiction of the Town Administrator. Acts as an Acting Department Head in the absence or dismissal of a Department Head.

WORK ENVIRONMENT

Work is performed in office conditions; the nature and volume of work is subject to various fluctuations, due to budget, Town Meeting and seasonal cycles; the employee is required to attend evening meetings.

The employee operates standard office equipment.

The employee has ongoing contact with town departments, outside agencies and the public; contacts require excellent public relations skills, persuasiveness and resourcefulness.

The use of discretion is required in relation to town-wide confidential information, including personnel files, collective bargaining negotiations, bid documents, legal proceedings, and criminal investigations.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Bachelor's Degree in public administration or a related field; Master's Degree preferred; three to five years of administrative experience, including municipal management experience; human resources experience is preferred or an equivalent combination of education and experience.

KNOWLEDGE, ABILITY AND SKILL

Knowledge of municipal government, Massachusetts General Laws, including procurement laws and relevant federal laws and regulations, personnel management and labor relations, public finance and budgeting and public ethics.

Ability to communicate effectively, orally and in writing with town employees, outside organizations and the general public; ability to independently prioritize, plan and organize a variety of responsible and complex tasks ; ability to manage multiple projects and departments simultaneously.

Written and verbal communication skills; computer skills; supervisory skills; planning and organization skills; public relations skills.

Proficiency in electronic documentation, spreadsheets and presentation applications and effective knowledge of availability of information.

Proven supervisory skills

PHYSICAL REQUIREMENTS

Minimal physical effort is required to perform most duties. The employee is frequently required to sit, speak and hear and use hands to operate equipment. Vision requirements include the ability to read and analyze documents and use a computer.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

To Harwich Board of Selectmen
From Traffic Safety Committee
Date February 3, 2021
Re intersection at Freeman/Snow Inn Road/Route 28

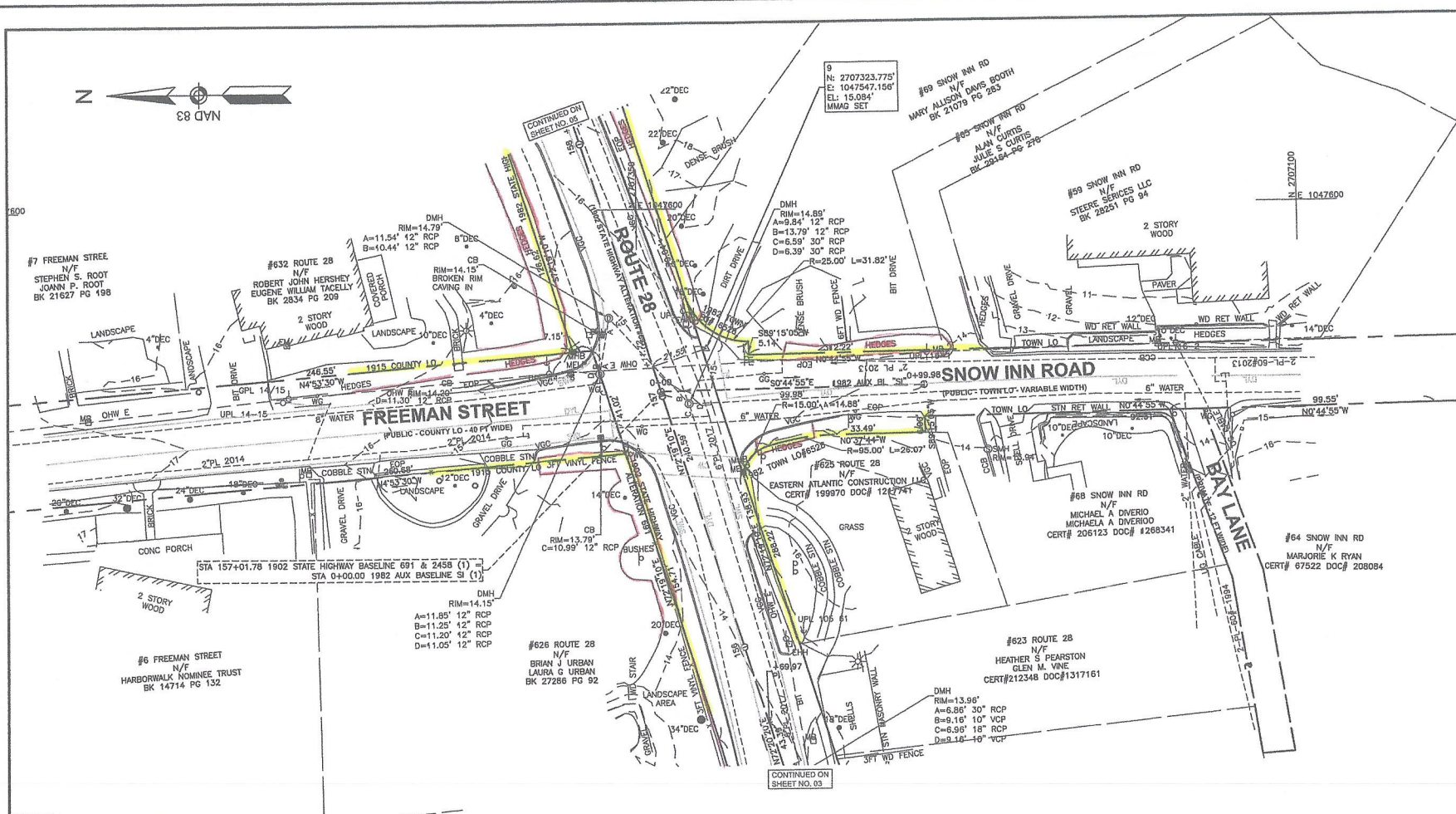
Thank you for the opportunity to address this Board concerning the intersection at Freeman/Snow Inn/Route 28. The Committee would like the BOS to direct town administration and the appropriate employee (s) to stake the sides of Route 28 according to the recent plan (copy attached) in an effort to further the analysis of lines of sight at that intersection. An engineering plan is on paper and the visual of putting the stakes in the ground will bring a better focus to this issue.

The construct of Route 28 with its hills and curves does not allow for adequate visibility for either a driver or for a pedestrian to cross Route 28 or to take turns from Snow Inn or Freeman onto Route 28. One needs to have the car in the middle of Route 28 in order to have a chance to see oncoming traffic, and then to proceed safely, A vehicle in the middle of the road is not a safe situation for the person trying to go forward nor for the person driving on Route 28.

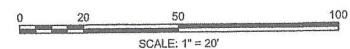
While some bush trimming has taken place at the corners of this intersection, it is not just the houses on the corners that are at issue but those that are 3-4 houses down on Route 28. If a vehicle is on Freeman and looking to turn onto or cross Route 28, the bushes further down on the left restrict visibility. While we understand that some of this vegetation may be on private property and not on the town right of way, the town does have responsibility for the safe usage of the various roads for vehicles and pedestrians.

Line of sight issues have long been a topic of concern by Traffic Safety Committee in a long list of intersections in Harwich. Information obtained from our Police Department by Gerald Scannell, one of the TSC members, shows the number of accidents (13) that have happened over the past few years, weighted to the summer months when we have the summer visitors. . And this does not include the near misses as there is no method for reporting or capturing these near misses. (copy attached)

While we understand that there is an ongoing effort to complete sidewalks et al from Harwich Port to the harbor, this project could be some time in the future: this is a state road, funding is not set nor is it certain. The dangers of this intersection are here now.



HIGHLIGHTED
 - PROPERTY / ROAD LAYOUT LINE
 - HIGHLIGHTED HEDGE LINE



PREPARED BY:
A-PLUS CONSTRUCTION SERVICES CORPORATION
 17 ACCORD PARK DRIVE, UNIT 102 NORWELL, MASS.
 TEL. (781) 681-6667 FAX. (781) 681-6673

REVISIONS			SCALE: 20 FEET TO THE INCH	
REV.	COMMENTS	DATE	FILE NAME:	
			X0250225V	
			FIELD BOOK NO. 41183	
			DRAWN BY: JW	CHECKED BY: MC
			FIELD CHIEF: KW	PARS. NO: X025022 P11 SL#4 DATE: JUN

MASSAC

TH
 1
 JUN

Subject Intersection of Route 28, Freeman Street and Snow Inn Road

As presented by G F Scannell September 2019

Traffic reports as provided by Police Chief Guillemette

Compilation of reports

From 2014 through August 2019 13 accident reported

10 attributed to Line of Sight issues 3 other issues

By Calendar year

2014 (1) 2015 (3) 2016 (2) 2017 (2) 2018(2) 2019 (3)

By time of year

January to May 3

June to August 8

Sept to October 2

CONTRACTS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039


Joseph F. Powers, *Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Town Administrator 

CC: Griffin Ryder, Town Engineer (Procurement)

RE: Contract with Musco Sports Lighting, LLC for the purchase of Whitehouse Field Lights (\$332,123.00)

DATE: February 5, 2021

This memorandum corresponds to *Contracts Agenda Item A. Discussion and possible vote for the Board of Selectmen to execute contract with Musco Sports Lighting, LLC for road salt for the purchase of Whitehouse Field Lights for \$332,123.00.*

As you will see from the attached materials, this item is a cooperative purchase under MGL, c.30B §22 through Sourcewell.

I recommend the Board's approval and execution of this contract.

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. N/A
 - 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: Carol Coppola 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"/> 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 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.
<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. 	<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="text-align: center;"><u>Sourwell 30 B</u> <u>Buying Cooperative</u></p>
<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. 	

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.

Whitehouse Field Improvements Phase 5

Summary of Project

At the Annual Town Meeting of 2020, Article #35 was passed. This article is the Whitehouse Field Improvements Project Phase 5. This phase includes a new lighting system for Whitehouse Field to replace the rapidly failing current system. This phase of funding is through Community Preservation Act Funds M.G.L. c.30B for the procurement of materials for the project. Funding was approved in the amount of \$380,360 by the Community Preservation Committee and subsequently 2020 Town Meeting voters. Whitehouse Field Lighting Project materials are being purchased through Sourcewell. Sourcewell is a buying cooperative and allowed under 30B under specific guidelines.

Attached please find the Agreement for Town of Harwich/Contract, as well as, associated quote/estimate from MUSCO Lighting.

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 Musco Sports Lighting, LLC, with an address of 100 1st Ave. West, Oskaloosa, IA 52577 hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2021. 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 supplies necessary to provide the Town with Musco Sports Lighting SportCluster System, including the scope of supplies set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and supplies required hereunder commencing upon contract execution through May 3, 2021.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$332,123.00. The Contractor shall submit monthly invoices to the Town for supplies 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.

4. Sourcewell Master Project: 199030, Contract Number: 071619-MSL, Sports lighting with related supplies and services.

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 supplies 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 supplies 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/\$2,000,000 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 \$500,000
- 4) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, James M. Hansen, 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.

42-1511754

Social Security Number or Federal Identification Number

Musco Sports Lighting, LLC

Signature of Individual or Corporate Name

DocuSigned by:
By: James M. Hansen
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 DocuSigned by:

by its Board of Selectmen Over \$50,000

James M. Hansen

James M. Hansen Secretary

Printed Name and Title

Approved as to Availability of Funds:

by its Interim Town Administrator Up to \$50,000

Carol Coppola

Finance Director (\$332,123.00) Contract Sum
80271292/620035

Town Administrator

Quote

February 3, 2021

ATTACHMENT A

**Whitehouse Baseball Field LED Relight
Harwich, Massachusetts
Ref: 194150**

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

Category: Sports lighting with related supplies and services

**All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL**

Quotation Price – Materials Only Delivered to Job Site

Light Levels: 70FC infield / 50FC outfield -\$ 332,123.00

*Sales tax, bonding, labor, and unloading of the equipment are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

SportsCluster System with Total Light Control – TLC for LED™ technology

System Description

- (6) Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaries, including BallTracker™ luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed as a system

Control Systems and Services

- Control-Link® system with contractors for remote on/off control and performance monitoring with 24/7 customer support
- Up to 6 preset light shows and one touch screen tablet.

Operation and Warranty Services

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years, or 5000 hours, whichever occurs first
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors



Quote

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

**All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL**

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2015 IBC, 130 mi/h, Importance Factor II.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Confirmation of pole locations prior to production.
- The owner of the field is responsible for the structural integrity of the existing poles
- Field size: 330'/399'/328'

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Mike Berry
Senior Sales Representative
Musco Sports Lighting, LLC
Phone: 617-571-3714
E-mail: Mike.Berry@Musco.com



PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Eric Beebe

DEPARTMENT: Recreation Department

FUNDING SOURCE: 2020 Annual Town Meeting Article 35 \$380,360

Appropriated amount: \$380,360

Estimated cost: _____ Actual cost: _____

\$332,123.00

PROCUREMENT METHOD:

M.G.L. c.30B

Cooperative Purchase - Sourcewell

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.

See attached documents/estimate from Musco Lighting for Whitehouse Field Lighting materials

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola
332,123.00

Account # 80271292/620035

DocuSigned by:
Joseph F. Powers

Approved to proceed: Town Administrator or Designee: _____

Quote

January 22, 2021

ATTACHMENT A

Whitehouse Baseball Field LED Relight
Harwich, Massachusetts
Ref: 194150

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Only Delivered to Job Site

Light Levels: 70FC infield / 50FC outfield -\$ 332,123.00

Sales tax, bonding, labor, and unloading of the equipment are not included.
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SportsCluster System with Total Light Control – TLC for LED™ technology

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Quote is based on:

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- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Confirmation of pole locations prior to production.
- The owner of the field is responsible for the structural integrity of the existing poles

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Mike Berry
Senior Sales Representative
Musco Sports Lighting, LLC
Phone: 617-571-3714
E-mail: Mike.Berry@Musco.com





Solicitation Number: #071619

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and, Musco Sports Lighting LLC, 100 1st Ave West PO Box 808, Oskaloosa IA 52577 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 27, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/28/2019 | 8:39 AM CDT

Musco Sports Lighting LLC

DocuSigned by:
By: James M. Hansen
B16F9CCB78A0420...
James M. Hansen
Title: Secretary
Date: 8/29/2019 | 9:33 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: ~~Executive Director/CEO~~
Date: 8/27/2019 | 3:22 PM CDT

RFP #071619 - Sports Lighting with Related Supplies and Services

Vendor Details

Company Name: Musco Sports Lighting, LLC
Address: 100 1st Ave West
PO Box 808
Oskaloosa, IA 52577
Contact: Amanda Hudnut
Email: musco.contracts@musco.com
Phone: 800-825-6030
Fax: 641-672-1996
HST#: 42-1511754

Submission Details

Created On: Thursday May 30, 2019 11:07:29
Submitted On: Friday July 12, 2019 13:23:35
Submitted By: Jim Hansen
Email: jim.hansen@musco.com
Transaction #: 62e6e5f5-5e56-45ba-b461-305cf2583830
Submitter's IP Address: 216.248.100.66

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Musco Sports Lighting, LLC
2	Proposer Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
3	Proposer website address:	www.musco.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amanda Hudnut Funding Resource Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Tighe Lead Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com

Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Since 1976, Musco Sports Lighting, LLC (Musco/Musco Sports Lighting) has been providing sports lighting systems. Musco's mission has been to provide sports field and large area lighting solutions for public and private entities throughout the United States of America and internationally.</p> <p>Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.</p> <p>Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with Little League International and the United States Soccer Foundation, to name a couple.</p> <p>Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.</p> <p>At Musco, we ensure that every member of our Lighting Services team is a sports lighting expert so you don't have to be. With more than 40 years as the sports-lighting industry leader, our Team Members will bring our vast experience to your fields. Regionally based for quick response, they specialize in routine maintenance, repairs, and analysis of any sports-lighting system.</p> <p>Along with our Lighting Services team, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect. Another key part of our team is Control-Link Central™. Staffed 24/7, this team oversees on/off control, monitoring, and management of sports fields around the USA and globally.</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Light-Structure System™ with Total Light Control – TLC for LED® is for new outdoor lighting applications. It is engineered as 5 Easy Pieces™ designed to customer's needs utilizing our Light-Structure System™. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. This system includes our Control-Link® Control System and is covered by Musco's Constant 25™ Product Assurance & Warranty Program.</p> <p>SportsCluster® System with Total Light Control – TLC for LED® or Total Light Control – TLC for LED® Retrofit System is for outdoor and indoor applications. It is a modular photometric unit, factory aimed and tested, to perform from a customer's existing structures, making an easy retrofit lighting solution. This system includes our Control-Link® Control System and is covered by Musco's Constant 10™ Product Assurance & Warranty Program, contingent upon Musco's inspection and approval of existing structure and electrical wiring.</p> <p>Control-Link® Control System is for new and existing facilities. Control-Link® is a reliable, cost effective system that helps control, monitor, and manage your new or existing recreation facility lighting or any other electrically operated equipment. The Control-Link® System includes our exclusive Control-Link Central™ team, staffed 24/7 to assist you with your scheduling and reporting needs. Our system can save you time, hassle, energy, and staff costs. Control-Link® makes your job easier and provides ongoing savings for your operating budget. Through the use of Musco's Control-Link® system we have ability to remotely monitor the lighting system. The system monitors the amperage of each individual pole at a specified facility. This gives Musco the ability to know when an issue occurs.</p> <p>Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.</p> <p>Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.</p> <p>Along with our Lighting Services and Control-Link Central™ teams, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect.</p>
9	What are your company's expectations in the event of an award?	Musco became an awarded Sourcewell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcewell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcewell.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letters from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.
11	What is your US market share for the solutions that you are proposing?	Currently, Musco's sports lighting systems & solutions make up approximately 80% of the US market share.
12	What is your Canadian market share, if any?	Currently, Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceeding.

14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Musco Sports Lighting is a manufacturer of sports lighting and large area lighting systems. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). These team members are employed by Musco.</p>
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada and complies with applicable federal, state, local, and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information.</p> <p>As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificates for all subcontractors whom work with us.</p> <p>Musco Sports Lighting, LLC has UL Product Certifications for: High-Intensity Discharge Surface-Mounted Luminaires: UL Number E33316 Management Equipment, Energy: UL Number E139944 Industrial Control Panels: UL Number E204954 Emergency Lighting and Power Equipment: UL Number E311491 Luminaire Fittings: UL Number E132445 Luminaire Poles in Excess of 12 ft (3.7m): UL Number E325078 Devices, Scaffolding: UL Number SA7004 Lightning Conductors, Air Terminals, and Fittings: UL Number E337467 Light-Emitting-Diode Surface-Mounted Luminaires: UL Number E338094</p> <p>Luminaries have been reviewed by UL to UL and CSA standards.</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>Musco Sports Lighting, LLC has not been the subject of any suspensions or disbarments.</p>
17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest.</p> <p>Below is a list of keywords that best describe Musco's product and services. Sports Lighting, lighting, Musco, Musco Lighting, LED, lamp, LED lighting, fixtures, light fixtures, flood lights, flood light, light poles, field lighting, football lighting, soccer lighting, baseball lighting, softball lighting, tennis lighting, basketball lighting, arena lighting, parking lighting, transportation lighting, infrastructure lighting</p>

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>During Musco's 43 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past.</p> <p>NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) 1st Prize of Lighting Design from the China Lighting Awards for China Tennis Center Diamond Court (2017) 2nd Prize Lighting Design from the China Lighting Awards for Xinjiang Hongshan Basketball Arena (2017) The Excellence Award from the China Lighting Awards for Shanton University Sports Park (2017) Award for Merit from the IES® for the lighting design at the University of Arizona McKale Center (2015) Excellent Performer Award from DP World (2014) Sports Emmy® Award from the ten Academy of Television Arts & Sciences for lighting ESPN's telecast of the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the IES™ for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)</p>
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 44% of Musco's current national sales are to government sector.
20	What percentage of your sales are to the education sector in the past three years	Approximately 46% of Musco's current national sales are to education sector
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperatives and approximate sales for 2016, 2017 and 2018.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
City of Asheville Asheville, NC	Pete Wall Program Manager - Parks & Recreation	Phone 828-259-5815 Email pwall@ashevillenc.gov
Buffalo State SUNY Buffalo, NY	Michael Bonfante Assistant Design & Construction Coordinator Facilities Office	Phone 716-570-4034 Email bonfanmv@buffalostate.edu
City of Chesapeake Chesapeake, VA	Mike Barber Director - Parks, Recreation and Tourism	Phone 757-382-6411 Email mbarber@cityofchesapeake.net
Denver Public Schools Denver, CO	Josh Griesbach Facility Planner	Phone 720-423-1913 Email joshua_griesbach@dpsk12.org
University of Nebraska Lincoln Lincoln, NE	Amy Lanham Senior Associate Director Campus Recreation	Phone 402-472-9481 Email alanham2@unl.edu

Top Five Government, Education or Non-profit Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Local Government	Government	California - CA	Materials only	Approximately \$2.8M/project	Approximately \$8.5M
K-12 Public Education	Education	Texas - TX	Materials only	Approximately \$1.3M/project	Approximately \$6.6M
Local Government	Government	Virginia - VA	GC Turnkey	Approximately \$276K/project	Approximately \$5.7M
Local Government	Government	Nevada - NV	Materials Only	Approximately \$600K/project	Approximately \$5.4M
Local Government	Government	North Carolina - NC	GC Turnkey	Approximately \$596K/project	Approximately \$5.3M

Ability to Sell and Deliver Service to Sourcewell Members

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. These team members are employed by Musco.
26	Dealer network or other distribution methods.	Musco Sports Lighting has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.
27	Service force.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.
29	Identify any geographic areas that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting will be able to fully serve all Sourcewell Members through the proposed contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Musco has several brochures available to market our product to Sourcewell members. A sampling of what we can supply is listed below and attached.</p> <ul style="list-style-type: none"> • World Class Leaders brochure • Always Ready to Play brochure • Light-Structure System™ with Total Lighting Control – TLC for LED® brochure • Retrofit Lighting Solutions TLC for LED® brochure • Large Area Lighting brochure • Indoor Sports Lighting Solutions brochure • Control-Link® Control System brochure <p>Musco Sports Lighting markets our products through tradeshow, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions. Our National Sales Team would promote Sourcewell by informing qualified customers of this available resource for their use in purchasing their sports lighting system.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our team, product, services and projects via our web site (www.musco.com) & social media accounts (Twitter, Facebook & LinkedIn). In addition to the company ran social media accounts, our sales representatives each have a Twitter account that they post updates to on a regular basis.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco would anticipate that Sourcewell promotes Musco products and services to their Members through their web site, social media, tradeshow and publications. Musco became an awarded Sourcewell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcewell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcewell.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our products. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training.

37	Describe any technological advances that your proposed products or services offer.	<p>At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.</p> <p>Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components.</p> <p>For nearly a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights.</p> <p>LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense, "rifle shot" of light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision, to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows).</p> <p>The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood.</p> <p>With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically-operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs.</p> <p>Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25 year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems.</p> <p>Product:</p> <ul style="list-style-type: none"> • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. <p>Manufacturing:</p> <ul style="list-style-type: none"> • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. <p>Office:</p> <ul style="list-style-type: none"> • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S.A. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period.</p> <p>At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Musco Sports Lighting, LLC has the ability and willingness to provide our products and services to Sourcewell Member agencies in Canada. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, any associated rental equipment cost & disposal cost for the replaced equipment.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	With Musco's TLC for LED®, there is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program but we do ask for expected usage hours to meet design criteria of the project.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of trained technical employees specializing in sports lighting that provide field maintenance, warranty work, consulting and temporary lighting. They are regionally based to effectively provide service in every state & Canada. Musco also has a network of contractors located throughout the United States and Canada that we utilize to install and maintain our lighting systems per Musco Constant 25™ and Musco Constant 10™ documents.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of the Musco sports lighting design, Musco will cover warranty service for those items.
48	What are your proposed exchange and return programs and policies?	Due to Musco's custom designed, engineered to order lighting systems, therefore does not require an exchange and return program. Any defective on arrival product or repairs are covered by the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program.
49	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents.

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Musco's payment terms are Net 30. A service charge of 1 ½% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America.</p> <p>The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A known set expense can be budgeted annually; freeing entities from budget uncertainties and lowering cash flow impact.</p>
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<ul style="list-style-type: none"> • Establish the value & price for the lighting solution with which the customer is comfortable. • Present information about Sourcewell as a means by which they can purchase what they want at a beneficial price without having to go through the public bid process. • Educate the customer about Sourcewell benefits and the ease of using this cooperative purchasing agreement. • Provide the customer with the link to become a Sourcewell Member, if not already. • Provide quote reflecting the Sourcewell contract number and award expiration date to customer. • Receive PO from customer reflecting that the purchase was utilizing the Sourcewell contract (contract number stated on PO). • On a quarterly basis, pull report of Sourcewell purchases, submit & remit payment to Sourcewell. To be submitted using the reporting template provided by Sourcewell.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Musco Sports Lighting currently does not accept P-card procurement cards.

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2012, 115 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices offered under this RFP is 5%. The attached price list already takes into account the 5% discount.
56	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco will work with the Sourcewell member with the regard to pricing and delivery of any open market and/or non-standard options which would be desired, agree upon desired outcome, reflect this in the customer quote for customer use in issuing a purchase order.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regards to Alaska, Hawaii, Canada, or any offshore delivery.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a complete lighting system from Musco, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. <ul style="list-style-type: none"> • Sales Administrator pulls quarterly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Funding Resource Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 2% administrative fee calculated as a percentage of the customer contract sales price.

Industry Specific Questions

Line Item	Question	Response *
65	Describe the average life span of your sports lighting systems?	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.
66	Describe your process for evaluating on field and off site glare for your sports lighting products?	Musco measures both on field & off site glare by looking at luminous intensity (candela) at various locations. This evaluation is done during the design state of the project. On field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off site – Musco strives to achieve candela equal to or less than 7,000 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.
67	How many LED sports lighting fixtures, within approx. 1,000 fixtures, do you currently have installed in the marketplace?	Musco Sports Lighting has been developing LED lighting solutions since 2008. Musco's first LED sports application was installed on a soccer field in 2010. Since that time, Musco has installed hundreds of thousands of LED sports lighting fixtures. This is more than any other sports lighting manufacturer in the marketplace.
68	Are there any additional or on-going fees in regards to the operation of your lighting control system?	With Musco's Control-Link®System, there are no additional or on-going fees (including cellular and/or data charges) in regards to the control, monitoring, remote connectivity and alerts of your sports lighting system during the warranted period (25 or 10 years).
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.

Exceptions to Terms, Conditions, or Specifications Form

Line Item 67. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer’s exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Financial Strength and Stability](#) - Financial.zip - Tuesday July 09, 2019 14:14:13
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday July 09, 2019 08:09:48
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty.zip - Tuesday July 09, 2019 08:09:56
- [Pricing](#) - Musco Sports Lighting Sourcewell RFP #071619 Pricing.pdf - Friday July 12, 2019 08:38:03
- [Additional Document](#) - Company & Product Information.zip - Tuesday July 09, 2019 10:03:41

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
 - James Hansen, Secretary

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

TOWN
ADMINISTRATOR'S
REPORT

HARWICH HARBORMASTER DEPARTMENT

January 2021 Monthly Report

Operations

- None

Administration

- Prepared and submitted annual report for the department.
- Drafted Harbormaster and Waterways Committee recommendation on several private dock proposals (Annino, Cox, Novak, Higgins); submitted to Conservation Agent for consideration by the Conservation Commission.
- Went to waitlist with open 20' slip and Allen Harbor Mooring.
- Mailed out final invoices for slips.
- Mailed out Mooring Permits (Salt/Fresh) and User Fees for Long Pond.
- Updated Harbor Management Plan (HMP) with Sail Charter Unattached C-permit.
- Updated Department webpage with current HMP.
- Emailed/mailed letter to unattached c-permit holders requesting their designation as sail.
- Emailed slip/mooring waitlists with online link to renew prior to paper reminders being mailed.
- Emailed Charter/Passenger boats for new Insurance Certificates and current USCG Licenses.
- Processed 3 transient slip reservations.

Maintenance

- Worked on seasonal channel markers.
- Installed vents in the under seat storage and battery compartment on Marine 77.
- Delivered 77A to Ship Shops for engine gauge repairs and seasonal maintenance.
- Made repairs and performed maintenance work on the Tohatsu fire pump.
- DPW personnel made concrete repairs to the Rte 28 Herring River boat ramp.
- Routine building and grounds maintenance.

Meetings

- Conducted site visit with project engineer at 18 Captain Todd Way to review proposed plan for new ramp and float.
- Met with Robert B Our personnel and contracted engineer (GEI) to inspect sample concrete panel section proposed for the Round Cove boat ramp reconstruction project
- BOS meeting - Proposed changes to Harbor Management Plan relating to Unattached Charter Permit designated for Sail only, and renewal of Mooring Servicing Agent license agreements.
- Participated in Conservation Commission virtual meeting to provide input on proposed changes to the Water Dependent Structure bylaw.
- Waterways Committee Meeting (20 Jan)

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

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

One Week Look Ahead (02/01-02/05)

- Sewer Crew #1
 - Continue work on Church Street South pump station (CD-2)

Two Week Look Ahead (02/08-02/12)

- Sewer Crew #1
 - Demobilization

Three Week Look Ahead (02/15-02/19)

- Sewer Crew #1
 - Demobilization

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

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1
ROBERT B. OUR COMPANY
SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: February 1, 2021

One Week Look Ahead (02/01/21-02/05/21)

- Pump Station Crew # 1
 - Continue Working on Spence's Trace & RT 137 Pump Station Site
 - Continue Working on the Parshall Flume

Two Week Look Ahead (02/08/21-02/12/21)

- Pump Station Crew # 1
 - Continue Working on Spence's Trace & RT 137 Pump Station Site
 - Continue Working on the Parshall Flume

Three Week Look Ahead (02/15/21-02/19/21)

- Pump Station Crew # 1
 - Continue Working on Spence's Trace & RT 137 Pump Station Site
 - Continue Working on the Parshall Flume

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